

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Thursday, August 11, 2022
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON JUNE 23, 2022
- IV. PRESENTATIONS
UNK-UNMC Health Science Education Complex Phase II; Doug Kristensen, Chancellor,
University of Nebraska at Kearney and Jeff Gold, Chancellor, University of Nebraska Medical
Center
- V. KUDOS
Chris Moran, University of Nebraska at Kearney
Diane Feldman, University of Nebraska Medical Center
Jonathan Acosta, University of Nebraska at Omaha
- VI. RESOLUTIONS
- VII. HEARINGS
- 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 three minutes to make their remarks.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
University of Nebraska System
 - 1. Board of Regents’ and President’s Personnel Recommendations, Addendum
X-A-1
 - B. BUSINESS AND FINANCE
University of Nebraska-Lincoln
 - 1. Approve designation of a bequest from the David Lee Roe estate to establish
the “Claude M. Roe, Class of 1930, Memorial Scholarship” as a quasi-
endowment, Addendum X-B-1

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska System

1. Approve the award of Honorary Degrees [please note: this item may be voted on after the Closed Session], Addendum XI-A-1

B. BUSINESS AND FINANCE

Biennial Budget Request

1. Approve the 2023-2025 Biennial Budget Request for the University of Nebraska System, Addendum XI-B-1
2. Approve the 2023-2025 Biennial Budget Request for the Nebraska College of Technical Agriculture, Addendum XI-B-2

University of Nebraska at Kearney

3. Approve the Program Statement for the UNK-UNMC Health Education Building Health Science Education Complex (HSEC) Phase II at UNK, Addendum XI-B-3

University of Nebraska-Lincoln

4. Approve the Program Statement for Neihardt Center Renovation Project at UNL, Addendum XI-B-4
5. Approve a Master Lease with 21V LLC for property development at 21st and Vine Street at UNL, Addendum XI-B-5

University of Nebraska at Omaha

6. Approve the Program Statement for the renovation and expansion of the Health and Kinesiology Building for the REACH program at UNO, Addendum XI-B-6
7. Approve the Program Statement for the Roskens Hall renovation for the STEM TRAIL program at UNO, Addendum XI-B-7
8. Approve the services agreement with Arrow Stage Lines for UNO student transportation, Addendum XI-B-8

C. EXECUTIVE

1. Approve grant of performance-based merit pay to President Carter for FY2021-22, Addendum XI-C-1
2. Approve the First Amendment to the Contract of Employment of Walter E. Carter, Jr., as President of the University of Nebraska, Addendum XI-C-2

D. REPORTS

1. Report on Six-Year Capital Plan, Addendum XI-D-1
2. Report on Bids and Contracts, Addendum XI-D-2
3. Report on S&P Moody's Bond Rating Affirmation, Addendum XI-D-3
4. Report on DLR Group Studios naming, Addendum XI-D-4
5. President's FY2021-22 Year-in-Review, Addendum XI-D-5
6. Report on Five-Year Strategy Accountability Measures, Addendum XI-D-6
7. Report on revisions to rules and regulations for self-government organizations: College of Arts and Sciences at UNO, Addendum XI-D-7
8. Report on renewal of insurance policies, Addendum XI-D-8

XIII. ADDITIONAL BUSINESS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska System

1. Board of Regents' and President's Personnel Recommendations, Addendum X-A-1

B. BUSINESS AND FINANCE

University of Nebraska-Lincoln

1. Approve designation of a bequest from the David Lee Roe estate to establish the "Claude M. Roe, Class of 1930, Memorial Scholarship" as a quasi-endowment, Addendum X-B-1

The President's Personnel Recommendations

Addendum X-A-1

Meeting Date: August 11, 2022

AdjustmentsUniversity of Nebraska at Kearney

George Holman, Interim Dean (Special), Division of Student Affairs; effective 07/01/2022, \$137,168, FY, 1.00 FTE. Add title Interim Dean effective 07/01/2022 until permanent replacement is appointed.

University of Nebraska Medical Center

Rowan Zetterman, Interim Dean (Special), College of Dentistry; effective 08/15/2022, \$330,000, FY, 1.00 FTE. Add title Interim Dean effective 08/15/2022 until permanent replacement is appointed.

The Board of Regents' Personnel Recommendation

Meeting Date: August 11, 2022

University of Nebraska System

Walter E. Carter, President (Special), University of Nebraska, effective 09/01/2022, base salary \$962,638; 1.00 FTE; 3.0% merit increase from \$934,600.

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

MEETING DATE: August 11, 2022

SUBJECT: Designation of a bequest from the David Lee Roe estate to establish the “Claude M. Roe, Class of 1930, Memorial Scholarship” as a quasi-endowment at the University of Nebraska-Lincoln (UNL) Institute of Agriculture and Natural Resources

RECOMMENDED ACTION: Approve designation of a bequest from the David Lee Roe estate to establish the “Claude M. Roe, Class of 1930, Memorial Scholarship” as a quasi-endowment

PREVIOUS ACTION: None

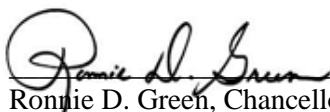
EXPLANATION: Per Regents Policy 6.6.4, Board approval is required to designate the donation of \$410,318 from the David Lee Roe estate as a quasi-endowment. Quasi-endowments, when so designated, stipulate that the corpus of the endowment be maintained and invested in perpetuity (or until further Board action) allowing earnings to be used for the donor’s stated purpose.

Per the will of David Lee Roe, the funds are to be donated to the UNL Institute of Agriculture and Natural Resources in the name of Claude M. Roe for scholarships.

By accepting this bequest and establishing the “Claude M. Roe, Class of 1939, Memorial Scholarship Endowment”, the Regents express on behalf of the UNL its deepest gratitude and appreciation to the family of David Lee Roe.

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

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business and Finance

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

DATE: July 14, 2022

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska System

1. Approve the of Honorary Degrees [please note: this item may be voted on after the Closed Session], Addendum XI-A-1

B. BUSINESS AND FINANCE

Biennial Budget Request

1. Approve the 2023-2025 Biennial Budget Request for the University of Nebraska System, Addendum XI-B-1
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University of Nebraska at Kearney

3. Approve the Program Statement for the UNK-UNMC Health Education Building Health Science Education Complex (HSEC) Phase II at UNK, Addendum XI-B-3

University of Nebraska-Lincoln

4. Approve the Program Statement for Neihardt Center Renovation Project at UNL, Addendum XI-B-4
5. Approve a Master Lease with 21V LLC for property development at 21st and Vine Street at UNL, Addendum XI-B-5

University of Nebraska at Omaha

6. Approve the Program Statement for the renovation and expansion of the Health and Kinesiology Building for the REACH program at UNO, Addendum XI-B-6
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8. Approve the services agreement with Arrow Stage Lines for UNO student transportation, Addendum XI-B-8

C. EXECUTIVE

1. Approve grant of performance-based merit pay to President Carter for FY2021-22, Addendum XI-C-1
2. Approve the First Amendment to the Contract of Employment of Walter E. Carter, Jr., as President of the University of Nebraska, Addendum XI-C-2

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

MEETING DATE: August 11, 2022


SUBJECT: Honorary Degrees

RECOMMENDED ACTION: Approve the award of Honorary Degrees [Please note: this item may be voted on after the Closed Session]

PREVIOUS ACTION: The Board of Regents approved the current policies for awards found in *Regents Policies* 1.5.1 through 1.5.5.

EXPLANATION: None

SPONSOR: Honorary Degrees Committee
Board of Regents

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska System

DATE: July 28, 2022

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

MEETING DATE: August 11, 2022

SUBJECT: FY2023-24 and FY2024-25 University of Nebraska System State
Appropriation Biennial Operating Budget Request


RECOMMENDED ACTION: Approve the FY2023-24 and FY2024-25 University of Nebraska System
State Appropriation Biennial Operating Budget Request

EXPLANATION: The University of Nebraska System's 2023-2025 state appropriation
biennial operating budget request plans to seek state support for core
University operations. The request is required to be submitted to the
Coordinating Commission for Postsecondary Education (CCPE) by
August 15, 2022; and the Governor and Nebraska Legislature by
September 15, 2022.

Additional details and rationale are attached.

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

SPONSOR: Chris Kabourek
Senior Vice President and CFO

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska System

DATE: July 14, 2022

State Appropriation Request Summary

University of Nebraska System (Excluding NCTA) 2023-2025 Operating Budget Request to the State of Nebraska

	2023-24 Request	2024-25 Request	Biennium
Beginning State Appropriations	646,140,393	675,920,393	646,140,393
<u>Requests:</u>			
Salaries @ 3%	20,440,000	21,060,000	41,500,000
Fringe Benefits @ 3%	2,550,000	2,620,000	5,170,000
Health Insurance @ 6%	5,210,000	5,530,000	10,740,000
All Other @ 2.5%	3,580,000	3,670,000	7,250,000
Total Increases	31,780,000	32,880,000	64,660,000
LESS: Enrollment Growth, Tuition Increase, or Program Reduction	(12,500,000)	(12,500,000)	(25,000,000)
University State Appropriations Request	665,420,393	696,300,393	685,800,393
% Change	3.0%	3.0%	3.0%
<u>Reaffirmations:</u>			
Funding approved by prior Governor/Legislature			
UNK-UNMC Rural Health Complex (LB792)	8,500,000	6,000,000	14,500,000
Nebraska Career Scholarships	2,000,000	-	2,000,000
FINAL STATE APPROPRIATIONS	675,920,393	702,300,393	702,300,393

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

MEETING DATE: August 11, 2022

SUBJECT: FY2023-24 and FY2024-25 Nebraska College of Technical Agriculture
State Appropriation Biennial Operating Budget Request

RECOMMENDED ACTION: Approve the FY2023-24 and FY2024-25 Nebraska College of Technical
Agriculture State Appropriation Biennial Operating Budget Request


EXPLANATION: The Nebraska College of Technical Agriculture's 2023-2025 state
appropriation biennial operating budget request plans to seek state
support for core University operations. The request is required to be
submitted to the Coordinating Commission for Postsecondary Education
(CCPE) by August 15, 2022; and the Governor and Nebraska Legislature
by September 15, 2022.

Additional details and rationale are attached.

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

SPONSOR: Michael J. Boehm
NU Vice President and IANR Harlan Vice Chancellor

Chris Kabourek
Senior Vice President and CFO

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska System

DATE: July 14, 2022

State Appropriation Request Summary

Nebraska College of Technical Agriculture 2023-2025 Operating Budget Request to the State of Nebraska

	2023-24 Request	2024-25 Request	Biennium
Beginning State Appropriations	3,702,308	3,813,308	3,702,308
<u>Requests:</u>			
Salaries @ 3%	87,000	89,000	176,000
Fringe Benefits @ 3%	12,000	13,000	25,000
Health Insurance @ 6%	26,000	28,000	54,000
All Other @ 2.5%	26,000	26,000	52,000
Total Increases	151,000	156,000	307,000
LESS: Enrollment Growth, Tuition Increase, or Program Reduction	(40,000)	(40,000)	(80,000)
University State Appropriations Request	3,813,308	3,929,308	3,929,308
% Change	3.0%	3.0%	3.0%

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

MEETING DATE: August 11, 2022

SUBJECT: Program Statement for the UNK UNMC Rural Health Education
Building Health Science Education Complex (HSEC) – Phase II at the
University of Nebraska at Kearney

RECOMMENDED ACTION: Approve the Program Statement for the UNK UNMC Rural Health
Education Building Health Science Education Complex (HSEC) – Phase
II at the University of Nebraska at Kearney

PREVIOUS ACTION: None

EXPLANATION: The original vision for the HSEC was to build a nationally recognized
state-of-the-art learning and research environment that promoted
interprofessional education in rural primary care, generated scientific
discoveries and new knowledge about rural health, and developed
strategies to promote high-quality primary care in rural communities by
creating academic and community partnerships around rural health
problems and opportunities. Regarded then as an exemplary
collaboration between two colleges and two campuses, seven years later,
the HSEC is considered a remarkable success whose vision remains as
relevant today as when first proposed.

This project will add a second health science focused building on the
UNK campus. The HSEC Phase II will serve as a companion to the
Phase I project providing a cohesive interprofessional experience for all
health science students. Additionally, targeted renovation in the Phase I
building will provide and expanded Anatomy, Rehab, and
Musculoskeletal labs.

Leveraging the proof of concept and successful outcomes of the initial
UNMC and UNK collaboration, the proposed project aims to create a
one-of-a-kind rural health-focused learning environment with a laser-like
focus on meeting Nebraska's current and future rural health needs. The
project will make it possible for UNMC to expand the presence of the
Colleges of Allied Health Professions and Nursing, and add the Colleges
of Medicine, Pharmacy and Public Health to co-locate in a new building
on the UNK campus.

The new Rural Health Education Building will create opportunities for
enhanced inter-campus partnership between UNMC and UNK to help
address current and future health workforce shortages in rural Nebraska.


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

Proposed start of construction
Proposed completion of construction


September 2023
July 2025

PROJECT COST:	Project Budget	\$85,000,000
ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance	\$2,000,000
	Annual 2% Depreciation Assessment	\$1,700,000
SOURCE OF FUNDS:	State Funds	\$50,000,000
	Private Donation Funds	\$35,000,000

SPONSORED AND
RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: July 14, 2022

Program Statement

Project Name: UNK UNMC Rural Health Education Building | Health Science Education Complex (HSEC) – Phase II

Campus: Kearney Campus

Date: July 14, 2022

Prepared by: UNK/UNMC Facilities & RDG Planning & Design

Project No: 13846

1. Introduction

A. Background and history

Ensuring an adequate health care workforce for rural communities has been a long-standing challenge for Nebraska, and the need for collaborative and innovative approaches to address this challenge has never been more pressing. The pandemic has underscored this challenge and accelerated the need for enhanced and definitive action.

Nebraska's rural communities face an increasingly severe crisis in maintaining access to healthcare for their residents. Fourteen of Nebraska's 93 counties do not have a primary care physician, and nearly one in five physicians in the state are at retirement age. Although the number of physician assistants and nurse practitioners has grown over the last decade, there remains substantial variation in the rate of these professionals across the state. The fact remains that delivering comprehensive, high-quality, team-based care for complex health conditions is getting more challenging in rural communities with limited or no access to crucial healthcare specialists and nursing professionals who are needed to case-manage and care for increasingly complex patients.

Groundbreaking approaches to health professions education and continued collaboration between the University of Nebraska Medical Center (UNMC) and the University of Nebraska At Kearney (UNK) are vital to addressing the shortage of healthcare professionals in Nebraska and securing access to quality and affordable healthcare for the state's citizens as close to home as possible. Simply put, if we want health professionals to serve in rural Nebraska, we must educate and train them in rural Nebraska.

In 2012, as part of the 'Building a Healthier Nebraska Initiative,' the Nebraska Unicameral supported the first-of-its-kind collaboration between UNK and two UNMC colleges – Allied Health Professions and Nursing. In 2015, the doors to the Health Science Education Complex (HSEC) Phase I opened, offering a variety of health profession training programs.

The original vision for the HSEC was to build a nationally recognized state-of-the-art learning and research environment that promoted interprofessional education in rural primary care, generated scientific discoveries and new knowledge about rural health, and developed strategies to promote high-quality primary care in rural communities by creating academic and community partnerships around rural health problems and opportunities. Regarded then as an exemplary collaboration between two colleges and two campuses, seven years later, the HSEC is considered a remarkable success whose vision remains as relevant today as when first proposed.

Leveraging the proof of concept and successful outcomes of the initial UNMC and UNK collaboration, the proposed project aims to create a one-of-a-kind rural health-focused learning environment with a laser-like focus on meeting Nebraska's current and future rural health needs. The project will make it possible for UNMC to expand the presence of the Colleges of Allied Health Professions and Nursing, and add the Colleges of Medicine, Pharmacy and Public Health to

co-locate in a new building on the UNK campus.

The enhanced presence will allow for the development of interprofessional clinical education models that will optimize clinical resources and help students work in and lead teams in real-world clinical settings. Expansion of simulation facilities with high fidelity mannequins, virtual and augmented reality, standardized patients, and linkages with iEXCEL on the Omaha campus can supplement clinical placements and increase opportunities for students to prepare for learning in real-world environments.

Expanding health professions education on the UNK campus can transform opportunities to prepare and secure the rural health workforce for the future and advance knowledge of rural health needs, interventions, outcomes, culturally competent care, and strategies to ensure health equity.

The new Rural Health Education Building – HSEC Phase II will create opportunities for enhanced inter-campus partnership between UNMC and UNK to help address current and future health workforce shortages in rural Nebraska. The College of Nursing will expand its Baccalaureate of Science in Nursing (BSN) and accelerated BSN programs and graduate program for nurse practitioners. The College of Allied Health Professions (CAHP) will continue its programs for physician assistants, physical therapists, medical laboratory scientists, occupational therapists, radiographers, and diagnostic medical sonographers and add programs in medical nutrition, genetic counseling, respiratory therapy and a physical therapy orthopedic residency.

The College of Medicine will offer the Doctor of Medicine (MD) program, the College of Pharmacy will offer the Doctor of Pharmacy (PharmD) program and the College of Public Health will offer the Master of Healthcare Administration (MHA) and Master of Public Health (MPH) degrees. These expansions will provide more students interested in rural health and primary care with the opportunity to obtain a health professions education without the necessity of relocating to Omaha.

These expansions are complemented by the Rural Health Opportunities Program (RHOP) and Kearney Health Opportunities Program (KHOP) health profession pathway programs. Specifically, KHOP a collaborative program between UNK and UNMC designed to attract talented students from rural Nebraska that are committed to practicing in rural Nebraska following their education and training. The KHOP program started in 2010 with the College of Medicine. Since inception, programs from the UNMC Colleges of Allied Health, Nursing, and Pharmacy have joined KHOP. There are currently over 100 students at UNK in the KHOP pathway and the program is continuing to grow. Thus far, 129 UNK students have matriculated to UNMC to receive their healthcare training. UNMC's experience with rural pipeline programs, such as RHOP and KHOP, span over 30 years and has demonstrated that if students interested in rural practice are provided opportunities to obtain their education in rural communities, they have a greater likelihood of returning to those communities to practice after graduation.

- 1) **Allied Health:** It has been estimated that as much as 60 percent of the U.S. health care workforce are allied health practitioners. Generally speaking, these practitioners provide direct patient care, or operate today's sophisticated laboratory and imaging equipment to obtain essential diagnostic data. By 2030, the national employment demand for many of the allied health professions is projected to increase significantly. For example, the demand for

UNK UNMC Health Science Education Complex – Phase II

Program Statement

occupational therapists and physical therapists is expected to increase by 22 percent and 26 percent respectively. Meeting this demand will become increasingly critical in order to respond to an aging population.

The University of Nebraska Medical Center's College of Allied Health Professions (CAHP) has been educating allied health professionals to serve Nebraska since 1972. CAHP was originally established by the Board of Regents of the University of Nebraska as an entity of the College of Medicine on the UNMC campus. In January 2015, the University of Nebraska Board of Regents unanimously approved the proposal to become a free-standing College. This was followed by unanimous approval on March 12, 2015, by the Nebraska Coordinating Commission for Postsecondary Education. On July 1, 2015, the former School of Allied Health Professions became the UNMC's sixth college – the College of Allied Health Professions. The CAHP currently comprises 13 health professions' programs, with a total enrollment of more than 700 students.

The HSEC Phase II will allow for the expansion of existing and addition of new CAHP educational programs to the UNK campus.

- 2) **Nursing:** The University of Nebraska Medical Center College of Nursing (CON) opened the Kearney division of the College of Nursing in 1991 when the Kearney State College Baccalaureate of Science in Nursing degree program was administratively transferred to the UNMC College of Nursing based upon a vote of the faculty. At that time, Kearney State College became part of the University of Nebraska and was renamed the University of Nebraska at Kearney. Since that time, the division at Kearney has grown and now enrolls approximately 110 undergraduate BSN nursing students, 8 accelerated BSN nursing students and 64 graduate students, with 22 faculty members and several staff members.

The UNMC CON operates a total of five divisions, each serving students in particular regions. These are in Omaha, Lincoln, Kearney, Scottsbluff, and Norfolk. While none of the divisions is limited to enrolling students in the immediate area, many students opt to enroll close to home. The UNMC CON is the largest nursing program in Nebraska and the only public university to offer baccalaureate and higher-degree nursing programs. Expanding the space capacity at the Kearney division will increase access to nursing education for students from rural central Nebraska. Roughly 84 percent of graduates from the Kearney division of the College of Nursing seek employment in rural Nebraska, so expanding the program in this area is likely to contribute to easing the nursing shortage in these areas.

The UNMC CON Kearney division is in demand by nursing students. With the continuing shortage of registered nurses and national attention directed toward increasing the proportion of nurses with baccalaureate degrees and increasing the number of nurses who pursue advanced practice registered nursing graduate education, the time is right to increase the capacity of the UNMC CON Kearney division.

- 3) **Medicine:** The University of Nebraska College of Medicine (COM) came into being in April 1902, when the Board of Regents of the University of Nebraska and the Omaha Medical College signed an agreement to jointly offer a four-year curriculum leading to an MD

UNK UNMC Health Science Education Complex – Phase II**Program Statement**

degree. Now, the UNMC COM offers an MD degree, with an average class size of 132 students per year for the four-year program located on the Omaha campus. Of those students, some are enrolled in dual degree programs such as MD/PhD and MD/MPH.

Interest in enrolling at the UNMC COM remains high, as evidenced by stellar applicant numbers each year (>1900 applicants in 2020 for a class size of 132). Annually, approximately 200 applicants are Nebraska residents.

The development of a COM regional campus as part of the Rural Health Education Building – HSEC Phase II in Kearney would likely take the form of a four-year campus aimed at recruiting and training individuals interested in practicing medicine in rural areas. During the first two years, most aspects of student training would take place in Kearney. As clinical training requires hands-on exposure to patients, students would spend the final two years of training within the hospitals and physician clinics throughout central and western Nebraska. Through this training, students will gain valuable knowledge and experience that will enhance their ability to meet the unique health needs of rural populations. During this time, some focused clinical rotations will still occur in Omaha at the sizeable tertiary care health systems due to the availability of patient volumes and specialized resources.

The COM plans to partner and collaborate with other UNMC Colleges in the Rural Health Education Building – HSEC Phase II to enhance student learning using interprofessional, team-based, and community-focused care. COM students training in Kearney would be required to meet the same program objectives as those at the UNMC Omaha campus. Those program objectives would be achieved using novel and innovative teaching methods that emphasize students' interest in rural clinical and community-based experiences.

Establishing a regional campus of the UNMC COM requires ongoing accreditation of the main campus in Omaha and ensuring that all accreditation requirements, which will be identical to the main campus, are in place for students enrolled at the regional campus, including the surrounding hospitals and clinics. Confirming accreditation standard compliance and receiving formal approval by accrediting bodies will likely require 2-3 years from the project's initiation. Therefore, the first class of COM students to matriculate to the HSEC in Kearney would not likely occur before 2025.

- 4) **Pharmacy:** In April of 1908, the Board of Regents established a School of Pharmacy within the UNMC College of Medicine. In 1915, the Nebraska Legislature created the College of Pharmacy (COP) as a free-standing college of the University of Nebraska on the Lincoln campus and in 1976 the College moved to the Medical Center campus in Omaha.

Now, the UNMC COP offers a Pharm.D. degree, with an average class size of 60 students per year for the four-year program located on the Omaha campus. Some students are enrolled in dual degree programs such as Pharm.D./MBA and PharmD/MPH.

Interest in enrollment at the UNMC COP is strong relative to national enrollment trends. Of the applicants, approximately 85% are residents of Nebraska, with approximately 50-60% coming from rural Nebraska.

The development of a UNMC COP regional pathway in central Nebraska would likely take

UNK UNMC Health Science Education Complex – Phase II**Program Statement**

the form of a four-year campus aimed at recruiting and training individuals interested in practicing pharmacy in rural areas. During the first three years, most aspects of student training would take place at the Rural Health Education Building – HSEC Phase II in Kearney. As clinical experiences require in-person exposure to patients, students would spend their final year of clinical training in health-system and community pharmacies throughout the region. Through this training, students gain valuable knowledge and experience to enhance their ability to meet rural populations' unique and changing needs. During this time, some clinical rotations may still take place in Omaha due to the availability of specialty practice sites and resources.

The COP plans to partner with other UNMC Colleges at UNMC-Kearney to enhance student learning using interprofessional, team-based, and community-focused care. COP students training at the regional pathway in central Nebraska would be required to achieve the same program objectives as those at the UNMC Omaha campus and would likely achieve those objectives using novel and innovative teaching methods.

The long-term success of a COP regional pathway at the HSEC in Kearney, as defined by increasing the pharmacy workforce in rural Nebraska, depends on graduating pharmacy students and job opportunities in the rural communities in which they train. Accordingly, one crucial aspect of developing a successful regional pathway is strategically establishing pharmacy opportunities proximate to the regional campus. For that reason, the UNMC COP's Pharmacy Technician Certification (PTC) and proposed UNK/UNMC Bachelor of Science in Pharmaceutical Sciences (BSPS) program will support the regional pathway.

Establishing a regional campus of the UNMC COP requires ongoing accreditation of the main campus in Omaha and ensuring that all accreditation requirements, identical to the main campus, are in place for students enrolled at the regional campus, including the surrounding clinical training sites. Confirming accreditation standard compliance and receiving formal approval by the Accreditation Council for Pharmacy Education (ACPE) will likely require 2-3 years from the project's initiation.

- 5) **Public Health:** The UNMC College of Public Health (CoPH), formed in 2006, offers a wide variety of programs and degrees on the Omaha campus and online to provide students with a comprehensive, well-rounded education in public health. Degree programs such as the Master of Public Health (MPH), Master of Health Administration (MHA), and PhD programs emphasize solving public health problems by applying multidisciplinary approaches and methods in professional environments such as local, state, or national public health agencies and health care organizations.

The COVID pandemic has exacerbated health disparities in Nebraska's populations, including those experienced by rural populations. Simultaneously, the pandemic has significantly increased interest in becoming a public health professional, as evidenced by enrollment in the UNMC CoPH. The CoPH intends to develop community outreach and continuing education programs housed in Kearney to address rural Nebraska regions' unique public health workforce needs.

CoPH faculty in community practice report that health departments and other health

UNK UNMC Health Science Education Complex – Phase II

Program Statement

organizations in rural communities have the potential to improve health and healthcare but, they face numerous workforce challenges, notably limited workforce and training that affect their ability to respond effectively and efficiently to longstanding and emerging health challenges in rural communities.

The UNMC CoPH seeks to overcome these workforce challenges by developing and implementing rural community-focused outreach programs to create and deploy training to enhance the skills and knowledge of the rural public health workforce. The CoPH also plans to establish more rural-focused research programs to solve real-world challenges related to the delivery of health and healthcare services in rural areas. With a focus on degree advancement and continuing education for public health practitioners, a more knowledgeable public health workforce would yield improved access to care. Ultimately, this will lead to healthier individuals and communities in rural areas.

Evidence-based and proven approaches will be exportable to other rural public health departments within the region, the State of Nebraska, and beyond.

The MPH and MHA degree programs of the CoPH will be available for those seeking graduate degrees. Both degree programs are offered in the in-person/hybrid format and online, enabling individuals to enhance their skills and knowledge while working full-time. The CoPH anticipates ten (10) in-person learners from both programs to receive their coursework on the Kearney campus annually. A similar number of students from rural communities are expected to be enrolled in each of our online MPH and MHA degree programs.

For those graduate students interested in rural practice, experiential learning and capstone requirements will involve placing students at rural-based public health or health-focused organizations in the region.

B. Project description

This project will add a second health science focused building on the University of Nebraska Kearney campus using \$60 million allocated by the Nebraska Legislature and another \$25 million in private funds raised by UNK. The HSEC Phase II will serve as a companion to the Phase I project providing a cohesive interprofessional experience for all health science students. The building will include state-of-the-art classrooms, extensive simulation, and clinical skills laboratories for pre-clinical education and complex clinical scenarios and simulated primary care spaces, administrative and faculty and staff office space to accommodate current and expanded numbers of faculty and staff members, and secure storage space for research and academic records. Additionally, targeted renovation in the Phase I building will provide an expanded Anatomy, Rehab, and Musculoskeletal labs.

C. Purpose and objectives

The purpose of the project is to build a state-of-the-art Rural Health Education Building – HSEC Phase II on the University of Nebraska Kearney campus that will house the University of Nebraska Medical Center Colleges of Allied Health Professions, Nursing, Medicine, Pharmacy and Public Health.

The objectives of the project are to:

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- 1) Provide sufficient space for planned growth in enrollments in the UNMC Colleges of Allied Health Professions, Nursing Kearney division, Medicine, Pharmacy and Public Health;
- 2) Design spaces that will foster interprofessional learning and the use of technology in experiential education;
- 3) Provide spaces for clinical and primary care simulations;
- 4) Provide state-of-the-art space for research necessary to recruit faculty and staff;
- 5) Provide space for faculty, staff, and administrative support for UNMC and the Colleges of Allied Health Professions, Nursing, Medicine, Pharmacy and Public Health; and,
- 6) Provide an environment for undergraduate pre-professional students to gain exposure to careers in the health professions and,
- 7) Provide proof of concept for interprofessional learning that may be a model across the vast and thinly populated Great Plains.

The *vision* for this project is to expand the nationally recognized state-of-the-art learning and research environment that promotes interprofessional education in rural primary care, generates scientific discoveries and new knowledge about rural health, and strategies to promote high-quality primary care in rural communities by creating academic/community partnerships around rural health problems and opportunities.

The *mission* of the academic programming is to secure the future rural health workforce by providing world-class interprofessional health education, research and service to rural communities, and national leadership for innovative health care in rural areas.

2. Justification of the Project

A. Data that supports the funding request

Health professions workforce shortages span across nearly all disciplines and are an issue for all Nebraskans, seriously affecting access to healthcare, with a disproportionate impact on rural areas. The impacts of COVID-19 have worsened the trend, with health professionals reporting exhaustion and burnout.

According to the Nebraska Rural Health Advisory Committee's 2019 review, as conducted every three years for purposes of the Nebraska Rural Health Systems and Professional Incentive Act, the following table represents the current state-designated health profession shortage areas by disciplines tracked (Table 1).

Table 1. State-Designated Health Profession Shortage Area Counties in Nebraska by Discipline/Specialty¹

Discipline/Specialty	Number of Counties (of 93) Designated as a Shortage Area
Family Practice	61
Internal Medicine	90
General Pediatrics*	86
General Surgery*	80
OB/GYN*	86

¹ Nebraska Department of Health and Human Services, Office of Rural Health. State-Designated Health Profession Shortage areas. Retrieved from [Nebraska Loan Repayment Programs. Accessed January 20, 2022.](#)

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Occupational Therapy*	48
Pediatric Dentistry and Oral Surgery*	85
Pharmacy*	57
Physical Therapy*	26
Psychiatry and Mental Health*	90

* Indicates that all or portions of the counties are designated as shortage areas.

According to The Status of the Healthcare Workforce in the State of Nebraska report from 2018, 13 out of 93 counties do not have a primary care physician and all counties except Douglas and Lancaster have been designated shortage areas for at least one type of primary care specialty (i.e., family medicine, pediatrics, internal medicine, obstetrics and gynecology). Even areas with an adequate workforce of primary care physicians can lack in other specialties such as surgery, pediatrics and the subspecialties of internal medicine (e.g. gastroenterology and cardiology). Further, 16 of Nebraska's 93 counties also lacked an active physician assistant, and 30 counties had no active nurse practitioners. In addition, the report cited other allied health shortages across the state as well. Twenty-nine counties were without a physical therapist, 37 were without any occupational therapist, 32 without a medical nutritionist, and 22 with no respiratory therapist.

Nursing is a priority health profession also experiencing extreme shortages projected to continue in Nebraska. According to the Nebraska Center for Nursing, the current nursing shortage in the State of Nebraska is 4,192, which will increase to 5,436 by 2025. The 2019 LPN Renewal Survey reported zero LPNs working in nine counties and eight counties with zero RNs and LPNs.² Eighty-four of Nebraska's 93 counties currently have fewer RNs per capita than the average for the state.

In the central region of Nebraska, a total of 151 unfilled FTEs are projected for RNs by 2025 and a total of 79 unfilled FTEs are projected for Advanced Practice Registered Nurses (APRNs), which include nurse practitioners, nurse anesthetists, nurse midwives, and clinical nurse specialists.³

Current and looming public health worker shortages has been an issue of major national concern for the healthcare industry during the past few decades. Recent estimates of the public health workforce size have reported a steady drop in overall size of the workforce. Additionally, the long-term workforce implications of the pandemic response have yet to be seen.

The impact of existing health workforce shortages are likely to be compounded by projected increases in health professions demand. The U.S. Department of Labor Bureau of Labor Statistics notes that the average growth rate projected for all U.S. occupations during the decade from 2018-2028 is five percent (5%). Health professions occupations trained within UNMC far exceed this growth rate projection, at the national, state and regional levels. A more detailed examination of projected workforce needs by economic development districts in Nebraska also reveals for some professions an even greater projected demand than the Nebraska average.

For Nebraska alone, the projected average annual openings from 2016-2026 for ten of the allied health professions, and physicians total 890 openings (CVIT 50, DMS 40, MD 70, MN 50, MRI 10, MLS 130, NP 90, OT 90, PT 130, PA 90, RTT 10, RAD 120, RTT 10).

Increases in health care demand are projected due to factors such as the aging of the population and

² Nebraska Center for Nursing. 2020 Biennial Report. September 2020. Retrieved from [2020 CFN - BIENNIAL REPORT.pdf \(nebraska.gov\)](#). Accessed January 25, 2022.

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increasing sophistication of health care technologies. Shortages in primary care practitioners are particularly acute at a time when access to primary care and need for health promotion, illness prevention, and chronic care management are growing. Primary care in the future is expected to rely on teams led by physicians, advanced practice registered nurses, physician assistants, and any number of combinations of allied health professionals. Interprofessional care will not only better utilize the skills and educational preparation of physicians, nurse practitioners, and physician assistants and reduce the projected shortage of primary care but will allow for the comprehensive care delivery required by people with multiple chronic illnesses and those in need of illness prevention services. Primary care also will likely include more telehealth-mediated approaches to expand access to specialty consultation.

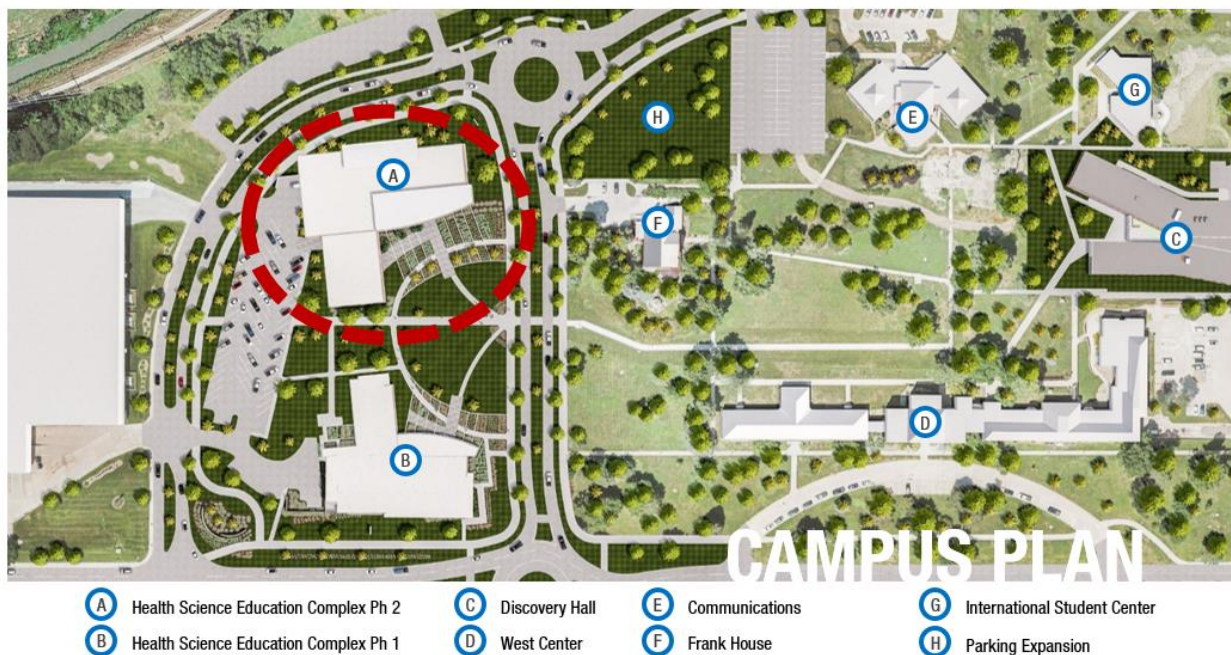
¹ U.S. Department of Labor Bureau of Labor Statistics. Long Term Occupational Projections (2018-2028). Retrieved from <https://projectionscentral.com/Projections/LongTerm>. Accessed January 20, 2022.

B. Alternatives considered

An alternative was to construct a new building and place the proposed new UNMC programs, the desired Nursing and Allied Health expansion needs and UNK program upgrades in this new building. However, the space needs in the new building grew unreasonably by creating a new standalone building next to the original Nursing and Allied Health building that both operated independently from each other. By reexamining the operation of the existing building, it was discovered that by incorporating some reasonable upgrades and space realignment to the existing building we were able to have the existing building operate in a more symbiotic relationship with the proposed new building and be able to manage the space needs of the proposed new building more efficient and reduce additional space needs.

3. Location and site considerations

- A. County:** Buffalo
- B. Town or campus:** University of Nebraska Kearney
- C. Proposed site**

**D. Statewide building inventory: TBD**

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E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The building site is located at the on the west end of the campus, adjacent to the HSEC Phase I project. The UNK master plan identifies the west campus and south campus for both current and future development of academic as well as residential facilities. The new building will complement HSEC Phase I by surrounding a green space that will serve as the terminus of the west campus. The building location will serve as the gateway buildings for west campus development and will be located in such a manner to allow future expansion of the buildings.

2) Utilities

The new Phase II building will connect to the existing central utility corridor south of the proposed new building footprint.

3) Parking & circulation

The current Parking Lot 33 will be maintained and integrated into the site and service court for the new Phase II project. A new parking lot (H above) will be added to the northeast of the building site.

One alternative is to create street and parking enhancements to the existing University Drive, the existing north/south perpendicular parking area east of the existing Health Science building, and an area northwest of the proposed Phase-2 project site. Details of these enhancements would be changing the existing north/south perpendicular parking to accommodate 30-40 parallel parking spaces and creating a north/south drive that connects University Drive directly into University Village. This enhancement would include development of a roundabout at this new intersection with University Drive.

The other portion of this enhancement creates 15-20 parallel parking spaces along the east edge of existing University Drive west of the proposed project site. For the area northwest of the project site, the existing University Drive would be realigned to the southeast for the proposed roundabout away from the existing irrigation canal and then we could create a new parking lot to accommodate 50-60 stalls between the roadway and the canal.

4. Comprehensive Plan Compliance

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

University of Nebraska Strategic Framework: The eight overarching goals in the University of Nebraska Strategic Framework address access to quality education, affordability, workforce and economic development, engagement with Nebraska, growth of research, and accountability. The project proposed here supports each of these eight goals. First, building a Health Science Education Complex will provide space to expand the health professions' programs described earlier for students in the UNMC College of Nursing and UNMC School of Allied Health Professions, thereby expanding the health professions' workforce in rural central Nebraska. Locating additional opportunities for education of nurses, nurse practitioners, and allied health professionals increases access and affordability for students from rural areas who would not need to relocate to Omaha in order to obtain a UNMC health professions education. Graduates of these programs would be more

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likely to remain in rural areas, thus expanding the rural workforce, while the addition of more UNMC faculty at UNK would facilitate community engagement efforts and research aimed at improving the health and quality of life of rural Nebraskans. Taken as a whole, this project will serve as an economic driver to the region on many levels, providing capital improvements, additional direct employment, a larger and better prepared rural health care workforce, and an additional impetus to enrollment growth at UNK.

The mission of the University of Nebraska Medical Center is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care.

UNMC is the only public academic health sciences center in Nebraska and, as such, its role within the University of Nebraska system is to educate health professionals for the future and generate the research needed to improve the health and quality of life of Nebraskans. A key component of providing premier educational programs is to strategically determine when and where investments in bricks-and-mortar facilities will best meet Nebraska's needs for health professions education and innovative research, thereby fostering high-quality clinical care and outreach to underserved populations. With the evidence that rural areas of Nebraska are disproportionately affected by health profession shortages, and that students educated in rural areas tend to seek employment in those areas, this project is highly consistent with the campus's role and mission.

The UNMC Strategic Plan Goals for 2021-24 are:

GOAL 1: EDUCATIONAL LEARNER FOCUS: Establish UNMC and its educational programs as the most learner-centered university in health professions and in interprofessional education.

GOAL 2: RESEARCH SCOPE AND PRMINENCE: Increase the research scope, prominence and impact of UNMC as a top tier academic health sciences center.

GOAL 3: CLINICAL EXCELLENCE: Establish UNMC and our clinical partners as an academic health system providing the highest quality care that is recognized for outstanding patient outcomes and a compassionate and patient-centered care experience.

GOAL 4: COMMUNITY ENGAGEMENT: Provide a healthier future for urban and rural Nebraska communities through increased community engagement.

GOAL 5: DIVERSITY, EQUITY AND INCLUSIVITY: Ensure UNMC is an exemplary culturally sensitive, diverse and inclusive organization in its mission of transforming lives through preeminent education, innovative research and extraordinary care.

GOAL 6: ECONOMIC DEVELOPMENT: Diversity and strengthen the regional and global economic impact of UNMC's educational, research and clinical programs.

GOAL 7: ORGANIZATIONAL CULTURE: Strengthen faculty, student and employee loyalty, satisfaction and wellness by enhancing organizational programs and culture.

GOAL 8: ORGANIZATIONAL LEADERSHIP: Ensure exemplary campus-wide organizational leadership and management for planning, program development and implementation of all the UNMC mission-driven strategic goals and initiatives.

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The UNMC Health Science Programs of College of Allied Health Professions, College of Medicine, College of Nursing, College of Pharmacy and College of Public Health embrace the UNMC mission and goals. The consistency between the UNMC vision, mission and values is shown in the statements below.

- 1) College of Allied Health Professions: The mission of the College of Allied Health Professions is to advance health by:
 - Delivering allied health educational programs that prepare graduates to provide high quality, evidence-based, safe care for all patients;
 - Conducting scholarly activities that create and disseminate knowledge reflective of the unique contributions of allied health theory and practice;
 - Providing high quality, contemporary clinical care in the allied health disciplines; and
 - Providing outreach to underserved populations.
 - 2) College of Medicine: The mission of the College of Medicine at the University of Nebraska Medical Center is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research, and extraordinary patient care.
 - 3) College of Nursing: The mission of the College of Nursing is to transform lives through premier nursing education, innovative research, the highest quality health care, and promotion of health equity.
 - 4) College of Pharmacy: The Mission of the College of Pharmacy at the University of Nebraska Medical Center is to improve the health of Nebraska and beyond through premier educational programs, innovative research, and extraordinary patient care.
 - 5) College of Public Health: The Mission of the College of Public Health is to promote optimal health and well-being through robust education, research, and service in collaboration with communities in Nebraska, across the country, and around the world.
- B. Consistency with the agency comprehensive capital facilities plan**
2025 UNK Facilities Master Plan (Pending Approval): The new HSEC Phase II project aligns with the 2025 Kearny Campus vision as outlines in the Facilities Master Plan Planning Directives. The six UNK Campus goals below have guided the development of the Phase II program and will be reinforced through the project.
- 1) Provide the infrastructure required for programmatic excellence in all aspects of mission
 - 2) Equip academic facilities with state-of-the-art instruction technology and modernized classrooms, laboratories, conferencing facilities, and faculty office space
 - 3) Renew the campus in ways calculated to enhance alignment of the educational experience with career preparation needs in Nebraska's- and our region's – evolving economy.
 - 4) Devote attention to the renewal of the academic infrastructure, with special focus on facilities that house academic priority programs
 - 5) Envision the use of property and facilities in collaborative ways that have potential to develop new instructional, research, and service capability
 - 6) Resource stewardship both the general and specific
- C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan**
 Nebraska's CCPE Comprehensive Statewide Plan 2016:

Instruction: Reinforcing UNK's emphasis to provide allied health programs through the expansion

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and addition of the health sciences. This includes the College of Allied Health Professions, College of Medicine, College of Nursing, College of Pharmacy and College of Public Health.

Research: An addition of a program focused research suite allows for the enhancement of the instructional programs as well as the professional development of the faculty.

Public Service: The program will provide continuing education, outreach and community space for regional engagement in the new building.

Geographic Service Area: The vision for the expansion of the HSEC is to provide rural health care learning and training with in the communities and areas in which UNK serves as well as throughout the state of Nebraska through the Rural Health Care Initiative.

5. Analysis of existing facilities

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

- 1) **Health Science Education Complex Phase I:** The existing HSEC Phase I building is currently the home of the Allied Health and College of Nursing programs. These programs will remain on campus. Both programs will grow in enrollment and program offerings.
- 2) **College of Education:** The move of the CDIS out of the College of Education Building will free up needed office space and create the opportunity to establish lab spaces and flexible use areas for various disciplines within the College of Education (COE) that do not currently exist. In terms of office space, the Family Science program officially became part of the College of Education in December of 2020 when it joined Counseling and School Psychology to create the Department of Counseling, School Psychology, and Family Science. The Family Science program had been part of the College of Business and Technology and is currently housed in West Center because of a lack of office space in the COE Building. The opportunity to physically house the Family Science program with the rest of the Counseling, School Psychology, and Family Science Department will complete the transition of that program into the College of Education.

The CDIS move will result in the opportunity to repurpose many of the rooms in the clinic wing of the current College of Education Building. The counseling and school psychology programs will retain 6 to 8 clinic rooms for consultations, 2 large group clinic rooms, and practice room #145 in their current configurations. The remaining clinic rooms will be converted to office spaces or may be combined to make larger rooms for various purposes. A priority in this visioning and reorganization process will be to provide faculty with lab spaces and other areas that will support research and grant activities focused on innovative practices for disciplines in the College of Education including early childhood, special education, teacher education, educational administration, counseling, school psychology, higher education student affairs, and family science that have not had access to these types of specialized spaces.

- 3) **Memorial Student Affairs Building:** The current Memorial Student Affairs Building houses the Student Health Services program located on the first-floor northwest building quadrant. The move of this program to the new facility allows the university to provide improved health services to their students through quality health service environments and by expanding offerings to students. The space in the Memorial Student Affairs Building will not be backfilled by any program – allowing the university to continue to decommission the building.

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B. Square footage of existing areas

Existing Space Summary <i>HSEC Phase I</i>		
Space Description	Space Use Code	Existing NASF
Laboratories	210	3,754
Lab Support	215	978
Corridor	WWW	364
Total Existing Space		5,096

Existing Space Summary <i>College of Education</i>		
Space Description	Space Use Code	Existing NASF
Office	310	2,006
Office Service	315	259
Class Laboratories	210	2,526
Meeting Room	680	851
Storage	780	387
Demonstration Service	555	2,843
Classroom, Seminar Room, Lecture Hall	110	484
Data Processing/Computer	710	25
Restroom	X03	252
Hallway	W06	118
Total Existing Space		9,750

Existing Space Summary <i>Memorial Student Affairs Building</i>		
Space Description	Space Use Code	Existing NASF
Office	310	3,078
Lounge	650	337
Conference Room (Office Related)	350	206
Clinic Service (Nonhealth Professions)	540	459
Clinic Service (Nonhealth Professions)	545	88
Toilet/Bath	919	57
Storage	780	68
Custodial	X02	75
Total Existing Space		4,368

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

See Table 6.B.1

A preliminary utilization study was completed for the classrooms included in the HSEC. The current HSEC Phase I classrooms currently have a high utilization rate forcing students to learn remotely for some classes. A classroom utilization study for those classrooms as part of the Phase II program as completed through a mock schedule of the future. This study resulted in the validation of the classrooms included in the Phase II program summary.

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D. Physical deficiencies

The HSEC Phase I has served the Allied Health and Nursing programs extremely well since opening its doors in 2015. However, with the planned expansion of programs, consolidation of unique programs and functions in either Phase I or Phase II buildings will enhance operations and likely supports efficiency. Thus, minor renovations to Phase I will be necessary.

E. Programmatic deficiencies

The Health Science Education Complex Phase I was designed for the 2013 projected enrollment of the College of Nursing and Allied Health programs. The Colleges of Public Health, Medicine and Pharmacy do not currently operate programs on the UNK campus. With the projected additional programs, colleges, as well as enrolment growth the future needs of the university exceeds the capacity of the Phase I building. This results in programmatic deficiencies for classrooms, experiential learning, research and community space and workplace environments.

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

- **Classrooms:** The new building will have a mix of active and immersive classrooms. These classrooms will provide flexible and adaptable learning spaces to align with current and future pedagogies.
- **Experiential Learning:** Immersive learning spaces range from low to high fidelity environments for interdisciplinary learning. The new building will include a Simulation and Simulated Patient Suite.
- **Class Laboratories:** A technology infused Task Training lab supports low and mid fidelity teaching methods. A Basic Science lab provides a state-of-the-art facility for the campus.
- **Community Space:** A mix of community spaces are woven throughout the program. Small group rooms, open community spaces as well as a food service footprint provide users with places for collaboration and recharge.
- **Research Environments:** A research suite consists of clinical and dry lab spaces for programs to engage in a variety of research activities.
- **Workplace/Office:** The workplace and office environments are designated per the UNMC and Nebraska Medicine Future Workplace Guidelines and not limited to private offices.

2) Projected occupancy/use levels

- **Personnel projections**

	Total FTE	# People
College of Allied Health Professions	31.8	36
College of Nursing	36	37
College of Medicine	28.2	31
College of Public Health	7	7
e-Learning	6	6
Continuing Education	3	3
Student Services	4	4
BHECN	2	2
Rural Health Initiative	4	4
TOTALS	118	126

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Describe/justify projected enrollments/occupancy

PROGRAM	CURRENT					GROWTH		FUTURE					LOCATION	
					Total Enrollment		Additional for Full Implementation CAHP (Program Total)					Total Enrollment	On Campus	Off Campus
College of Allied Health Professions					151		32					237		
College of Nursing					184		40					224		
College of Medicine					0		40					40		
College of Public Health					0		75					75		
College of Pharmacy					0		40					40		
TOTAL					335		32	249				616	449	167

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

Space Description	Existing NSF	Renovated NSF (HSEC Phase I)	New NSF (HSEC Phase II)	Total NSF For Project
Classrooms	--	--	8,124	8,124
Class Lab	--	5,000	3,600	8,600
Experiential Learning	--	--	19,060	19,060
Community Space	--	--	7,957	7,957
Workplace	--	--	9,654	9,654
Clinic	--	--	12,454	12,454
Research	--	--	930	930
Building Support	--	--	9,000	9,000
Building Infrastructure	--	--	24,230	24,230
Net Square Feet	--	5,000	95,009	100,009
Gross Square Feet	--	--	113,799	--
Efficiency	--	--	84%	--

2) Basis for square footage/planning parameters

Basis for Square Footage/Planning Parameters: The space and planning guidelines were based on UNK and UNMC Space Guidelines and the experience of the administrative staff and faculty of the health science programs. The faculty, staff, and consultants worked closely to determine detailed requirements, room criteria, and equipment needs.

Square Footage Difference between Existing and Proposed Areas (Net and Gross): The existing NSF represents space occupied by the Allied Health and Nursing programs on the UNK campus. The proposed NSF includes the College of Allied Health Professions, College of Medicine, College of Nursing, College of Pharmacy and College of Public Health.

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

The current HSEC Phase I classroom environments have a high utilization rate forcing some student to attend classes via distant learning due to scheduling challenges and conflicts. The existing classrooms will be backfilled with additional classes meeting the needs of the expanding and additional programs.

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2) **Demolition**

As part of the UNK campus strategic planning effort – the relocation of the Student Health Services program from MSAB to the new building will allow for the campus to move closer to the decommissioning of MSAB.

3) **Renovation**

The existing HSEC Phase I building will undergo targeted renovation on the first and second floors to accommodate the needs of the university.

Floor 01: The current Anatomy Lab is designed with 8-student stations meeting the needs of the current programs on campus. With the addition of the College of Medicine the lab will expand into the adjacent Donor Receiving space to accommodate the two additional stations.

Floor 02: As part of the holistic vision for the HSEC the second floor Simulation Suite will move to the new Phase II building. The exiting adjacent Rehab and Musculo-Skeletal Labs will expand into the existing Simulation Space to provide additional space for the Allied Health programs.

7. **Equipment Requirements**

A. **List of available equipment for reuse**

The project will utilize many pieces of equipment in the existing College of Nursing and College of Allied Health Professions that are suitable for reuse, such as simulation equipment. The College of Medicine, College of Pharmacy, College of Public Health and a robust research program do not have a presence on the UNK campus, thus there is no existing equipment to reuse.

B. **Additional Equipment**

1) **Fixed equipment**

Fixed equipment will include clinical learning devices and food service equipment.

2) **Movable equipment**

Moveable equipment will consist of clinical learning equipment such as hospital beds and exam tables; simulation equipment, allied health equipment such as mat tables and high/low exam tables; washers/dryers to support the sim lab; storage racks and shelving.

3) **Special or technical equipment**

Audio-visual equipment to support classrooms and class laboratory spaces.

8. **Special Design Considerations**

A. **Construction Type**

The proposed building construction is a steel-framed structure with perimeter and interior columns supported by shallow foundations based on previous experience with the geotechnical requirements of other buildings constructed on the campus of UNK. Specific construction requirements will be determined based on a code analysis performed during the design phase

B. **Heating and Cooling Systems**

The design of the building will comply with applicable codes, including, but not limited to, the International Building Code, International Fire Code, International Mechanical Code, and the National Electric Code. A fully-addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, elevator car recall, and control ventilation

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dampers as required by code.

C. Sustainability

Will not seek LEED Certification but will meet or exceed the requirements for sustainable design.

D. Life Safety/ADA

The design of the building will comply with applicable codes, including, but not limited to, the International Building Code, International Fire Code, International Mechanical Code, and the National Electric Code. A fully-addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, elevator car recall, and control ventilation dampers as required by code.

E. Security

A low voltage card-key system will be used to control access to the building at exterior doors, areas within the building, and to all primary laboratory spaces. A closed-circuit camera/monitoring system will be incorporated at the exterior of the building to monitor any attempted intrusions.

F. Historic or architectural significance

The existing building does not have historic or architectural significance.

G. Artwork

This project is to be funded by an appropriation from the State Legislature and is therefore required to spend at least 1 percent of the appropriation for the acquisition of works of art. This is included in the project budget.

H. Phasing

The new construction will be completed and occupied. Phase II will include targeted renovations of the existing Health Science Education Complex Phase I, unless renovations can occur over the summer break without disrupting building operations.

I. Future expansion

The building will be designed to accommodate potential expansion of future UNMC programs on the campus of UNK.

J. Other

Audio Visual Systems: Classrooms, class laboratories, and similar spaces will be equipped with contemporary audio-visual systems and equipment. Some classroom and clinical learning environments will contain pan-tilt-zoom cameras and microphones.

9. Project Budget & Fiscal Impact

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

Identify Recognized Standards, Comparisons, and Sources Used to Develop the Estimated Cost: Based on the facility program, the construction cost estimate was developed by Building Cost Consultants based on cost per square foot calculations for specific program and use characteristics. The cost estimate was independently validated by Hausmann Construction Company.

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

Identify the Year and Month on which the Estimates are Made and the Inflation Factors

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Used: The cost estimate reflects January 2022 market costs and inflated a total of 15% percent to projected bid date.

3) Net and gross square feet	
Net Square Feet	95,009
Gross Square Feet	113,799
4) Project cost per net and gross square foot	
Net Square Feet	\$895
Gross Square Feet	\$747
5) Construction cost per gross square foot	
Gross Square Feet	\$512

B. Total project cost

Construction	
General Construction	\$53,510,000
Fixed Equipment	\$100,000
Site Work/Utilities	\$1,840,000
In-house Services	\$100,000
Construction Contingency	\$2,770,000
Total Construction Cost	\$58,320,000
Non-construction	
Project Planning	\$280,000
Professional Consultant Fees	\$6,770,000
Professional In-house	\$1,620,000
Equipment - Movable	\$6,220,000
Equipment - Special/Technical	\$9,530,000
Land Acquisition	N/A
Artwork	\$760,000
Other	\$300,000
Non-Construction Contingency	\$1,200,000
Total Non-construction Cost	\$26,680,000
Total Project Cost	\$85,000,000

C. Fiscal impact based on first full year of operations

- 1) **Estimated additional operational and maintenance costs per year**
\$2,000,000 – State Funds 100%
- 2) **Estimated additional programmatic costs per year**
N/A

10. Funding

- A. **Total funds required:**
\$85,000,000

UNK UNMC Health Science Education Complex – Phase II

Program Statement

B. Project Funding Sources:

Funding Sources	Amount	% Total
State Funds	\$ 50,000,000	71%
Private donations	\$ 35,000,000	29%
Total	\$ 85,000,000	100%

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY2022-2023	\$21,250,000
FY2023-2024	\$38,250,000
FY2024-2025	\$25,500,00
Total	\$85,000,000

D. Fiscal impact based on annual assessment

Annual 2% depreciation assessment contribution by UNMC/UNK into the university facilities renewal, renovation, replacement and repair project fund.

2% of total project cost shall be: $2\% \times \$85,000,000 = \$1,700,000$

11. Timeline

A. Funding	May 2022
B. Program Statement	July 2022
C. Professional consultant(s) selection	Aug 2022
D. Intermediate Design Documents	May 2023
E. Receive bids for construction	August 2023
F. Award of contract and start of construction	September 2023
G. Completion of construction	July 2025
H. Date to Occupy	August 2025

12. Higher Education Supplement**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

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

B. Method of Contracting

- 1) **Identify method:** Construction Manager at Risk
- 2) **Provide rationale for method selection**

This contract delivery method is recommended due its ability to shorten the design and construction phases of the project, provide budget clarity during periods of high cost escalation, obtain a quality contractor during periods when the market is inundated with work and has been used successfully by the University System for projects of this type.

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

MEETING DATE: August 11, 2022

SUBJECT: Program Statement for Neihardt Center LB384 Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for Neihardt Center LB384 Renovation at UNL

PREVIOUS ACTION: None

EXPLANATION: The Project will renovate the existing Neihardt Center into a home for student community and wellbeing. The proposed project includes:

(1) Critical ADA, building infrastructure, and life safety improvements will be completed throughout the complex. These improvements include new MEPT systems throughout the entire building as well as upgrades to the building envelope. Vertical circulation and restrooms will be completely renovated to meet current codes and accessibility guidelines.

(2) The building will be transformed from a former residence hall into a business and assembly occupancy focused on providing new student support spaces for a wide range of occupants, university offices, and student functions. The interior will be fully updated on the main floor.

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

Proposed start of construction	December 2022
Proposed completion of construction	May 2024

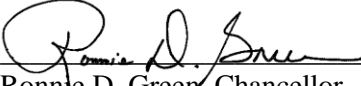
PROJECT COST:	Project Budget	\$ 21,500,000
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ON-GOING FISCAL IMPACT:	Estimated Additional Operating and Maintenance	\$ 496,742
	Annual 2% Depreciation Assessment	\$ 430,000

SOURCE OF FUNDS: LB384 (100%)

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business & Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: July 14, 2022

Program Statement

Project Name: Neihardt Center LB384 Renovation
Campus: University of Nebraska – Lincoln, City Campus
Date: August 11, 2022
Prepared by: NU Facilities, Planning & Capital Programs, Office of the Chancellor, Office of Student Affairs, DLR Group
Campus Project No: 13734

1. Introduction

A. Background and history

The Neihardt Center is formed by several connected buildings- Raymond, Love, Heppner, and Piper Halls. When Raymond Hall was opened in 1932 as the first women’s dormitory on the University of Nebraska campus, Chancellor Burnet declared “... it will be one of the finest buildings of its kind on any University Campus. The University of Nebraska should be proud of it.” While the facility, with its subsequent additions of Heppner and Love Halls in 1940 and Piper Hall in 1956, has served the University extremely well for over 9 decades, it officially closed its doors to student housing in 2019 following construction of new housing facilities on campus. Since that time, the building has served a variety of temporary space needs, but due to the conditions within the buildings, large portions have remained unoccupied.

Ahead of the construction of the building, it was noted that Raymond Hall was “... to provide a conducive atmosphere to study, for personal growth” It’s in that continued interest that the Neihardt Center is planned to be renovated into a space focused on supporting students, including focus on student enrollment/recruitment, retention, and student success. Transforming Neihardt into a new home for community and wellbeing, this space will support the N2025 Strategic Plan tenant that **every person and every interaction matters**.

B. Project description

The project will address critical accessibility, building infrastructure, and life safety improvements throughout the complex. These improvements will include new mechanical, electrical and plumbing systems as well as building envelope improvements, increasing overall energy efficiency. Vertical circulation and restrooms will be completely renovated to meet current codes and accessibility guidelines. As the complex is located along a main student circulation path on campus, it has the potential to be a focal point to support university recruitment, retention, student success and wellbeing goals. With the demolition of Piper Hall, currently underway, this project will also include a rethinking of the entry into the building to activate all sides of the building.

The existing Neihardt Center will be transformed into a home for student support, community and wellbeing and will likely include offices, meeting space, study space, social and contemplative space. The interior will be updated primarily on the main floor and to the extent possible within the budget, with remaining spaces being ready for fit-out as occupants are assigned. The interior courtyard will provide a unique space to the complex.

Completed interior spaces will include offices, meeting space, study space, social and contemplative space for a range of university offices and student functions. Occupants and functions within the building will be finalized as space is available and include a range of campus partners who provide programs, initiatives, services, and resources to support student retention, success, engagement, belonging, community, wellbeing, enrollment and recruitment.

C. Purpose and objectives

This project will renovate an aging former residence hall on campus into a new campus resource. Through the complete replacement of aging and outdated systems as well as the reconfiguration of interior spaces, this project will create space that supports students.

Neihardt Center LB384 Renovation

Program Statement

The objectives of the project are to:

- 1) Restore an iconic building on campus while transforming its use to serve the current and future university needs.
- 2) Develop spaces that encourage community and promote conversation across barriers.

2. Justification of the Project

A. Data that supports the funding request

The building is over 80 years old, no longer serving as a residence hall for campus, and has seen limited use since housing functions moved out of the space due to its condition. Transforming this space into a functioning facility allows the University to provide improved spaces to support students especially in the area of building community, engagement, and wellbeing. The building has been studied since housing vacated the building in 2019. Because of its significance to the campus history, the project was identified by campus leadership as a priority for LB384 funding.

B. Alternatives considered

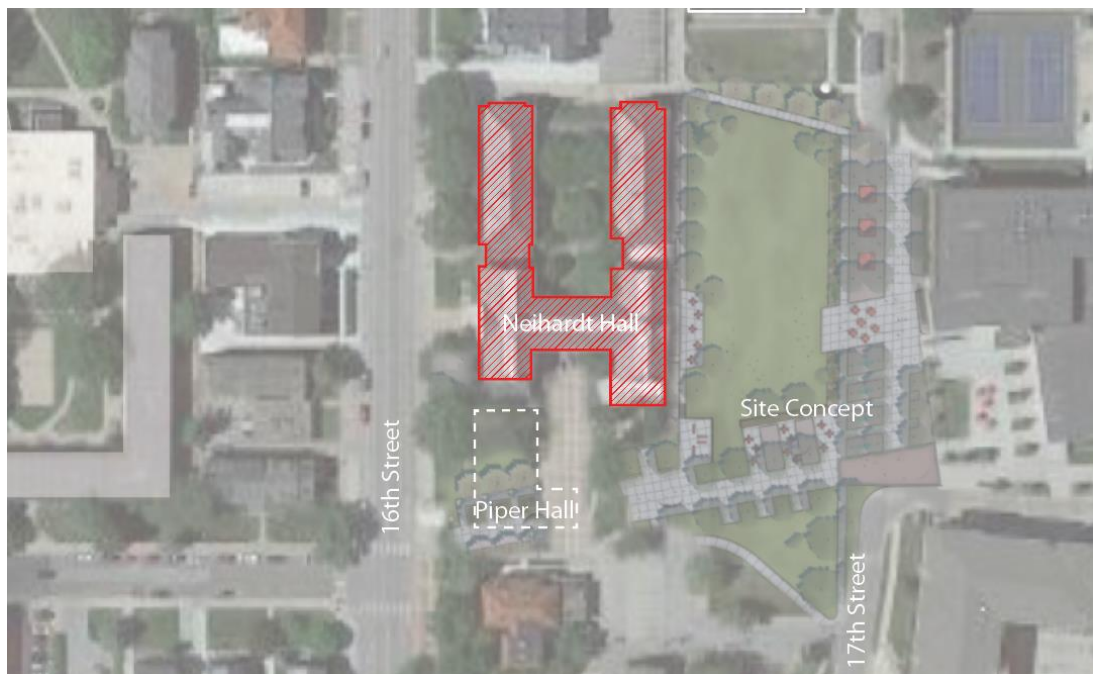
Prior to vacating the building for housing uses, University housing studied several alternatives to repurpose the existing space into new residence halls, but due to the significant infrastructure improvement needs, accessibility challenges, and changes in housing needs it was determined the building would better serve campus in a different capacity. Since being vacated, the building has served a variety of temporary uses until the deferred maintenance needs are addressed.

3. Location and site considerations

A. County: Lancaster

B. Town or campus: City Campus

C. Proposed site:



Neihardt Center LB384 Renovation

Program Statement

D. Statewide building inventory:

Raymond Hall

Asset: 29051

Tag: 51ZZ0045500B

Love Hall

Asset: 29047

Tag: 51ZZ0045100B

Heppner Hall

Asset: 29046

Tag: 51ZZ0045000B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The Neihardt center is located along a main student circulation path on campus. Identified by students as being centrally located on campus relative to on campus housing and student parking. The building also resides along a primary east – west corridor on campus that connects (from east to west) University Health Center, Willa Cather Dining Center, Neihardt Center, Jackie Gaughan Multicultural Center, Nebraska Union, Canfield Administration Building, Love Library and Learning Commons, and Louise Pound Hall.

The complex maintains significant presence along ‘Greek Row’ on its 16th street elevation, presence toward Cather Dining on the 17th Street elevation, and with the demolition of Piper Hall, will also on its south side. The project provides an opportunity to significantly change its south elevation which interfaces with the main student pathway.

2) Utilities

The complex is currently served by existing campus utilities. Services will primarily be maintained and all new systems will connect back to the campus systems. Geothermal or other energy efficient MEP systems will be further studied during the design phase.

3) Parking and Circulation

There is minimal site parking present currently and the loading and service access has some challenges. Options for parking and access will be further determined during design.

4. Comprehensive Plan Compliance

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

Investing in Nebraska’s Future: Strategic Framework 2014-2016 includes the following objectives:

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

a. Support the development of a sustainable university environment.

ii. Implement ... to repair, renovate and/or replace specific university facilities.

iii. Campuses shall pursue energy efficiency.

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

c. Allocate resources in an efficient and effective manner.

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

Neihardt Center LB384 Renovation

Program Statement

B. Consistency with the agency comprehensive capital facilities plan

The project supports the following Campus Facility Development Plan goals:

- *Places should embody design qualities that express UNL's place as a premier, forward-looking institution where high levels of achievement are the standard.*
- *Places should create spaces that inspire social and intellectual collaboration.*
- *Design of facilities should respect the existing fabric yet allow for exceptions that create landmark focus.*

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

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “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.”

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

The Neihardt Center is currently being utilized as temporary swing space by various departments on campus. After housing moved out of the facility in 2019, it has been mostly vacant with occasional use when needed. Much of the upper floors and basement continue to be vacant and remain as originally designed with dormitory rooms throughout much of the building.

B. Square footage of existing areas

Existing Space Summary		
Space Description	Space Use Code	Existing NSF
Classroom, Seminar Room	110	1,788
Special-Class Laboratory	220	1,510
Office	310	5,651
Conference Room	350	1,299
Conference-Room Service	355	80
Lounge	650	1,915
Storage	730	6,038
Inactive Area	50	43,163
Circulation Area	WWW	16,675
Building Service Area	XXX	3,000
Mechanical Area	YYY	6,156
Space Use Category Totals		87,275 NSF
Total Existing Space		100,975 GSF

Neihardt Center LB384 Renovation

Program Statement

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

The existing building includes residential rooms, classrooms, offices, study spaces, general use and support areas. Overall, these are outdated and no longer suited for the new intended purpose of the complex. Much of the existing complex is vacant and not being utilized pending life safety and building code improvements.

D. Physical deficiencies

Numerous physical deficiencies exist including:

- Inadequate HVAC systems
- Obsolete electrical equipment
- Poor performing exterior envelope with minimal thermal or moisture protection
- Remaining uninsulated windows
- Insufficient access to all parts and levels of the building as well as access to accessible plumbing fixtures
- Life Safety code deficiencies
- An elevator, that does not meet current building code
- Interior spaces that no longer function well for dormitory use nor do they function well for academic or office uses.

E. Programmatic deficiencies

The existing space does not support the needs of the university now that the building is no longer used for student housing. This project seeks to address programmatic deficiencies currently present across campus including:

- Spaces specifically to support student mental and emotional health and wellbeing
- Spaces to support historically underrepresented communities on campus
- Collaborative and contemplative spaces
- Spaces that are flexible with programmatic purposes to be determined that anticipate student retention, engagement, belonging, community, and wellbeing into the future.

F. Replacement cost of existing building

The replacement cost of the Neihardt Center from the 2020 Facilities Management Information Report (FMIR) is \$18,721,109. This translates to just \$185 per square foot.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

Because the building is located centrally on campus, in proximity to many on-campus student spaces, the building has been identified as a great location for campus entities focused on student retention, engagement, belonging, community, and wellbeing. Space assignments will be made as the space becomes available for occupancy.

2) Projected occupancy/use levels

Personnel projections

There is no planned change in personnel related to this project.

Neihardt Center LB384 Renovation

Program Statement

Describe/justify projected enrollments/occupancy

The facility will change from a past residence hall to a space that serves the entire campus population. Through this project, an under-utilized campus asset will be transformed. In its new version the building will provide home for many groups and solve several space problems.

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

Space Description	Space Use Code	Renovated NSF	New NSF	Total NSF For Project
Office	300	2,636		2,636
Study	400	500		500
General Use	600	11,110	3,000	14,110
Circulation	WWW	18,700	4,500	23,200
Building Service Area	XXX	3,840		3,840
Mechanical / Electrical	YYY	8,100		8,100
Prepped Area	tbd	32,388		32,388
Net Square Feet		77,274	7,500	84,774
Gross Square Feet				108,475
Efficiency				78%

2) Basis for square footage/planning parameters

Space will be allocated based on programmatic need and industry and university guidelines, the existing building conditions, and budget constraints. Spaces that support student wellbeing and community vary in size, shape and experience.

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

	Existing	Proposed	Difference
Net Square Feet	87,275	84,774	2,501
Gross Square Feet	100,975	108,475	7,500

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

The existing structure is sound; the project will transform the complex from a residential facility into an assembly and business occupancy. Significant renovation will occur to convert the building's occupancy including potential structural improvements to meet the change in occupancy needs. All spaces within the building will be modified with some spaces left for future programmatic development. See 8.K Future Work.

2) Demolition

The project will include large amounts of selective demolition across all levels of the existing building. Single story links between each of the 3 'wings' of Neihardt are also planned to be demolished in order to provide new vertical circulation cores.

3) Renovation

The renovation will include all portions of the building. New MEP systems, envelope improvements, and ADA and Building Code updates will affect all floors. Some floors of the building will remain available for assignment and programmatic development.

Neihardt Center LB384 Renovation

Program Statement

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

No existing fixed equipment within the building is intended to be reused. Limited furniture and other furnishings may be reused.

B. Additional Equipment

1) Fixed equipment

Fixed equipment will be evaluated during design.

2) Movable equipment

The project will include new furniture and furnishings; more specifics will be developed during the design phase of the project.

3) Special or technical equipment

Special and technical equipment will be evaluated during design.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The existing building is comprised of cast in place concrete structural framing with a wood framed slate tile roof and load bearing clay masonry walls on the exterior. Based on existing documentation, the existing building appears to classify as IBC Type IIIB Construction. Further analysis is required to determine if Type VB construction would be a possible alternative. While the current structure is in good shape for its age, additional investigation and structural analysis is needed to determine if the existing structure can be utilized or modified to account for new load conditions, floor penetrations, and vertical egress locations. Key to this analysis is the development of a structural model to determine current existing design loads as the original documentation does not indicate the current capacity of the structure.

The exterior envelope of the building consists of a mass multi-wythe brick masonry wall with plaster interior finish. The existing exterior masonry appears in adequate condition and has had some routine maintenance and tuck-pointing to maintain its condition. One of the challenges presented by the multi-wythe exterior wall is the lack of insulation and moisture control present. The project will address these items through the addition of insulation to the entire envelope that will also improve the moisture control. Insulation is to be added to the roof assembly as well since there is no sign of insulation between the roof and the unheated attic space. Most existing windows have been replaced but this project will replace the remaining existing exterior windows with thermally efficient historically accurate windows where necessary.

B. Heating and Cooling Systems

The existing heating and cooling system is supported by campus utilities. Chilled water and steam entrances are located in the basement of Love Hall and are in fair condition. Building hot water is generated by converting campus steam via shell and tube heat exchanges with steam pumped back to the central plant. Currently the building is served by a 4-pipe fan coil system that is over 20 years old.

The limited air handling units in the current building are in poor working order and the building does not meet current codes for ventilation. No energy management system exists in the building to date. To bring the building up to current energy code, improve efficiency, and extend the life of the building, new heating and cooling systems are planned as part of the project. Initial considerations have included the use of existing campus steam and chilled water utilities or a new geothermal system

Neihardt Center LB384 Renovation

Program Statement

with a well field located to the east. Additional mechanical ventilation, as well as the integration of an energy management system, shall be provided as a part of this work. Final system selections will be studied further during the design phase. Due to limited floor to floor heights and potential unknowns in the existing structure, careful consideration should be given to the selection of, and eventual routing of, heating and cooling system infrastructure.

C. Plumbing System

The plumbing system is primarily of the original building construction. Waste and vent lines are cast iron and in fair-to-poor condition. Domestic hot and cold water is distributed via copper tubing that is anticipated to include elbows containing lead due to the age of the system. Fixtures are old and do not comply with ADA requirements. The project will replace waste, vent, hot and cold water piping throughout the building. New plumbing fixtures will be provided, and fixture counts updated to reflect the change in occupancy and building usage.

D. Electrical System

The electrical system is original to the building and is in need of complete replacement. Exterior lighting is very limited and increased coverage will be reviewed during the design phase. Interior lighting lacks lighting controls and will be updated with LED fixtures to comply with current energy code. Power distribution is obsolete and beyond its useful life. Feeder and branch circuits are routed, in large part, in or below the floor slab so renovating the current distribution system is difficult and thus a new system will be provided. The existing generator appears in passable working condition but its capacity and use will be reviewed during design.

Category 6 cabling is present throughout the building, but the current backbone and structure of the cabling is inconsistent and does not align with university standards. The building lacks an appropriately dedicated Telecommunications Equipment Room space. Low voltage and communications systems will be replaced throughout the building.

E. Life Safety/ADA

The project will conform to the requirements of the Americans with Disabilities Act. New vertical circulation is planned to provide access to all floors of the building, horizontally and vertically. The existing fire alarm and fire sprinkler system will be modified as needed by construction. The fire protection system will be extended to cover the attic space. Universal and inclusive design will be important during the design phase.

F. Security

Building security will follow the UNL design guidelines, including cameras at the entrances.

G. Sustainability

The project will meet the University of Nebraska's requirements to be LEED Certifiable.

H. Historic or architectural significance

Raymond Hall was opened in 1932 as the first women's dormitory on the University of Nebraska campus. Subsequent additions of Heppner and Love Halls were made in 1940. The building is not listed on the National Register of Historic Places but is considered a contributing element to the Greek Row Historic District which is recognized. From the Register of Historic Places:

“While not a ‘Greek’ house, Raymond Hall / Neihardt Center was built in a Period Revival Style as student housing during the district’s period of significance, and it contributes to the historic and architectural character of the area.”

Neihardt Center LB384 Renovation

Program Statement

I. Artwork

The State of Nebraska 1% for Art Program requirement is applicable.

J. Phasing

The project will have early work packages and the building may remain occupied during that time.

K. Future work

The existing complex has more space than will be completely renovated during this project. The allocated LB384 funds will upgrade the building envelope, overall building systems, life safety elements, and code required deficiencies. After this capital renewal, the initial project is planned to support full development of the 1st floor, with the development of ready floor plates on the 2nd and 3rd floors for campus client fit out in the future. No future expansion is planned.

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

The construction cost estimate was determined with consideration to recent similar deferred maintenance project costs. Major drivers of costs include new vertical circulation elements, including the addition of multiple elevators in order to provide accessible access to all floors of all 3 wings of the existing complex. The full replacement of mechanical and electrical systems is another major cost driver.

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

The estimate was prepared in June 2022 and escalated at 6% per year to quarter 4, 2023, the projected midpoint of construction.

3) Net and gross square feet

	Renovation	New	Project
Net Square Feet	77,774	7,000	84,774
Gross Square Feet	100,975	7,500	108,475

4) Project cost per net and gross square foot

\$ 254/ NSF

\$ 198/ GSF

5) Construction cost per gross square foot: \$ 159 /GSF**B. Total project cost \$21,500,000**

Construction	
General Construction	\$ 15,179,000
Fixed Equipment	71,000
In-House Construction	1,151,000
Construction Contingency	823,000
TOTAL CONSTRUCTION COSTS	\$ 17,224,000

Neihardt Center LB384 Renovation

Program Statement

Non-Construction		
Project Planning	\$	114,000
Professional Consultant Fees		2,256,000
Professional In-house		575,000
Equipment		818,000
Artwork		180,000
Other		160,000
Non-Construction Contingency		173,000
TOTAL NON-CONSTRUCTION COSTS	\$	4,276,000

C. Fiscal impact based on first full year of operations**1) Estimated additional operational and maintenance costs per year**

Additional operational and maintenance costs for a standard security system are estimated at \$ 10,000.

Additional costs associated with other O&M items are \$496,742/year.

2) Estimated additional programmatic costs per year:

There are no additional annual programmatic costs related to the project.

D. Fiscal impact based on annual assessment

The annual 2% depreciation assessment contribution by UNL into the university facilities renewal, renovation, replacement and repair project fund shall be:

$$2\% \text{ of } 21,500,000 = \$430,000$$

10. FUNDING**A. Total funds required: \$ 21,500,000****B. Project funding sources**

Funding Sources	Amount	% Total
State Funds LB384	\$ 21,500,000	100%
Total	\$ 21,500,000	100%

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY2021-2022	\$ 160,000
FY2022-2023	\$ 4,560,000
FY2023-2024	\$ 16,780,000
Total	\$ 21,500,000

Neihardt Center LB384 Renovation

Program Statement

11. TIMELINE

A. Program Statement	11 Aug 2022
B. External Selections – Design team and Construction Management team	Oct 2022
C. Early Packages	Dec 2022
D. Intermediate Design Review	Mar 2023
E. GMP Execution	Apr 2023
F. Completion of Construction	May 2024
G. Occupancy	July 2024

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is required.

B. Method of Contracting

1) Identify method

The method of contracting for this project will be Construction Manager at Risk (CMR).

2) Provide rationale for method selection

CMR delivery is ideally suited to projects that need to compress the overall project schedule. CMR delivery method provides value (quality and cost) with an integrated design process that supports the renovation by including construction methods, scheduling, and cost estimating. The transparent bid process also optimizes the local market conditions.

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

MEETING DATE: August 11, 2022

SUBJECT: 21st & Vine Street Property Development Master Lease

RECOMMENDED ACTION: Approve a Master Lease of Property between the Board of Regents of the University of Nebraska and 21V L.L.C. for the development of the 21st and Vine Street Property, a 16.49-acre parcel owned by the University, into a mixed use residential and business park

PREVIOUS ACTION: None

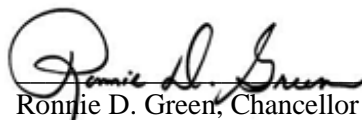
EXPLANATION: The University, through a competitive selection process, selected 21V L.L.C., an entity managed by the Woodbury Corporation and WRK, L.L.C., to develop the 21st and Vine Street Property as a mixed use residential and business park promoting, assisting, and supporting the missions of the University. The planned development is anticipated to include uses such as nontraditional student housing, office, support services, hotel, senior living, restaurant, and retail.

The Master Lease is for an initial term of 35 years with 3 additional 5-year extensions. Under the Master Lease, 21V L.L.C., as developer, will sublease lots within the development to lessees approved by the University under separate site development leases. The University will receive a percentage of the gross operating revenues for each project under the site development leases. The developer is responsible for management of the development including maintenance, repair and/or replacement of all common areas, including common parking, if any.

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

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business and Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: July 14, 2022

MASTER LEASE OF PROPERTY

for

TWENTY-FIRST & VINE

Between

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

On behalf of the

UNIVERSITY OF NEBRASKA - LINCOLN

And

21 V LLC

Dated as of August _____, 2022

THIS MASTER LEASE OF PROPERTY (the “Master Lease”) is made effective August _____, 2022 (the “Effective Date”), by and between THE BOARD OF REGENTS of the UNIVERSITY OF NEBRASKA, a public body corporate and governing board of the University of Nebraska-Lincoln (the “University”) and 21 V LLC, a limited liability company created under the laws of the State of Utah, with its principal offices located in Salt Lake City, Utah (the “Lessee”). The University and the Lessee may hereinafter sometimes be referred to jointly as the “Parties” or each separately as a “Party.”

RECITALS

A. The Constitution of the State of Nebraska, Article vii, Section 7, and Neb. Rev. Stat. §§ 85-103, 85-105 and 85-106 provide that the University has sole and exclusive management and control of the lands set aside and appropriated to or acquired for use by the University of Nebraska-Lincoln.

B. The University owns certain real property located in the City of Lincoln, Lancaster County, Nebraska known as 21st & Vine (the “Vine Street Property”) as legally described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Leased Premises”);

C. The University competitively selected the Lessee to develop the Vine Street Property as a mixed use residential and business park to include without limitation any lawful non-prohibited use consistent with or incidental to the development of a residential and business park primarily promoting, assisting, and supporting the missions of the University such as nontraditional student housing, office, support services, hotel, assisted living, restaurant, and retail related thereto.

D. The sources of the University's consideration for this transaction shall be a percentage of the Base Rent Revenue for the Leased Premises under each Site Development Lease. All elements of this consideration have been and will be considered by the University in determining fair market value in support of all Site Development Leases, including Lessee's construction of Infrastructure Improvements. The Parties acknowledge that this consideration structure, including the percentage revenue participation by the University, is designed to provide consideration equal to or greater than fair market value for all leases within the Project over the full term of this Master Lease.

E. The Parties contemplate and intend for the Leased Premises to be planned, developed, and constructed in multiple parcels of property (a "Lot" or "Lots"), provided however that the Leased Premises Plan depicted in concept in Exhibit B attached hereto may be modified at the Lessee's discretion, with the consent of the University, which consent shall not be unreasonably withheld.

F. Each Lot will comprise a separate leasehold located within the Leased Premises and will be sub-leased to an Approved Site Developer (hereinafter defined) under an individual Site Development Lease (hereinafter defined) in substantially in the form of Exhibit D attached hereto ("Site Development Lease Form"), the initial term of which shall be thirty-five (35) years with a maximum of three (3) extensions of five (5) years each, unless extended by mutual agreement. Each Lot will ultimately constitute a building site and will be developed with certain improvements as approved by the University. Ultimately, the Parties intend for the Site Development Leases to cover the entire area designated and defined as the Leased Premises and to subject the entire Leased Premises to sub-lease, with the exception of certain Infrastructure Improvements and shared common areas.

G. Any and all references herein to "Improvements" on the Leased Premises or a Lot, shall refer to any and all improvements, additions, modifications and alterations in, on or to the subject property, including without limitation as applicable any initial improvements ("Initial Improvements"), additional improvements and Infrastructure Improvements (hereinafter defined). All of the land comprising the Leased Premises, together with the improvements constructed or to be constructed thereon (including without limitation, the Infrastructure Improvements) to be developed thereon, are hereinafter collectively referred to as the "Project."

H. The Lessee also expects to make various long-term investments in the Project which the Lessee can only recover through proceeds of the entire constructed Project, which investments may include without limitation, in addition to the Lessee's equity investment, tax increment financing proceeds, and Advances made by the Lessee on the Rent (hereinafter defined) as well as engineering, design, construction and due diligence costs and construction of Infrastructure Improvements.

I. The Leased Premises shall also be comprised (in addition to the individual building sites) of certain parcels of land adjacent to, between and around the building sites intended to be improved with new streets, utility lines, storm water detention facilities, other such improvements and easement areas, and including areas of open space (the "Infrastructure Improvements") that will provide, inter alia, on a non-exclusive basis, pedestrian and vehicular ingress and egress, and utility service to, each Leased Premises and all Site Development Leases and the improvements constructed, or to be constructed, thereon.

J. To expedite the construction of the Infrastructure Improvements, the Lessee intends to make certain advances against the future anticipated Rent from Site Development Leases (hereinafter “Advances”). Such Advances may be financed by a line of credit secured by an assignment of the Rent from each of the Lots under all Site Development Leases. The lender for any such line of credit financing shall hereinafter be referred to as the “Line of Credit Lender” or “LOC Lender.”

K. The Parties acknowledge that this is a complex transaction of mutual benefit. Furthermore, the Parties acknowledge that although this is not a joint venture, the Parties possess common objectives. The Parties anticipate that unforeseen contingencies will arise during the relationship and state now their intent to address and reasonably resolve such contingencies. The Parties also acknowledge their mutual intent to work together cooperatively to ensure the greatest achievable success of the Project.

L. The Parties intend that the Lessee be granted hereunder certain limited property rights including entry and access rights, for the purpose of planning, platting, obtaining approvals, arranging entitlements, investigating, and constructing certain infrastructure facilities such as roadways, water, sewer, and other utility lines related to the Project for the benefit of the Project. The property rights granted to Lessee hereunder shall not include the right to possess, occupy or construct buildings for occupancy. Rather, the Parties intend that Site Development Leases will be entered into which convey a long-term ground leasehold interest in each Lot at which time the right to possess, occupy and construct buildings for occupancy will vest.

M. All necessary consents and approvals have been obtained in connection with Lessor entering into this Master Lease upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the University and the Lessee agree as follows:

LEASED PREMISES

THE UNIVERSITY for the consideration set out below, hereby leases to the Lessee the Leased Premises which consists of unimproved land for the purpose of facilitating development of the Project.

DEMISE

THE UNIVERSITY GRANTS TO THE LESSEE the Leased Premises for Lessee’s limited rights regarding the Leased Premises as described in **Section 4**, and grants to the Lessee the right to gain access to any portion of the Leased Premises through a route or routes designated from time to time by the University and to use the streets, driveways, sidewalks, and walkways for the purposes of pedestrian and vehicular ingress and egress to and from the Leased Premises, and covenants that Lessee, on performing and observing all of the covenants and agreements herein contained and provided to be performed by Lessee, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises during the Term as set forth below, subject to the terms of this Master Lease and may exercise all of its rights hereunder. Lessee, by execution

of this Master Lease, accepts the leasehold estate herein demised subject to the terms and conditions contained herein.

RESERVING, HOWEVER, unto the University all rights and responsibilities of ownership of the Leased Premises not specifically granted to Lessee hereunder.

THIS LEASE is granted subject to the following terms and conditions:

1. TERM AND DELIVERY OF POSSESSION

1.1 THIS MASTER LEASE shall be for a term beginning at 12:01 a.m., on August 12, 2022, (“Term Beginning Date”) and of a duration of thirty-five (35) years ending at midnight on August 11, 2057 (“Term Expiration Date”), unless sooner terminated or extended. Provided that Lessee is not in default at the end of the then-current term, Lessee may extend the term of this Master Lease for up to three (3) additional periods of five (5) years each. Notwithstanding the foregoing, and except as specifically provided otherwise herein, the Term Expiration Date shall be the date on which all such Site Development Leases have expired or been terminated. The period from the Term Beginning Date through the Term Expiration Date, along with any additional extensions of the term, shall be referred to as the “Lease Term.”

1.2 To the extent granted hereunder, Lessee’s rights regarding the Leased Premises will commence on the Term Beginning Date.

2. CONSIDERATION/RENT

2.1 Consideration from Lessee for this Master Lease consists of the covenants and obligations described herein, Lessee’s construction of Infrastructure Improvements, an agreed portion of Rent actually received by Lessee from Site Development Leases, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. All elements of this consideration have been used by the University in determining fair market value for this Lease.

2.2 Any Advances may be an equity contribution by Lessee or financed by a line of credit secured by an assignment of the anticipated Rent from the Lot in each Site Development Lease.

2.3 The Parties understand and agree that the Lessee may seek Tax Increment Financing (“TIF”) from the City of Lincoln, Lancaster County, or other government entities. The University agrees to cooperate with Lessee, at no cost to the University, in any attempt to acquire TIF. The University acknowledges that all TIF proceeds shall be the property of the Lessee and may be further encumbered by the Line of Credit Lender. Notwithstanding the forgoing, the Parties agree that all TIF proceeds shall be used for construction of Infrastructure Improvements as defined above and, to the extent actually received by Lessee shall be credited on a dollar-for-dollar basis to reduce the amount owing for the Advances.

2.4 Rents. Lessee shall pay to the University rental payments (“**Rent**”) as a percentage of Base Rent Revenues actually received under each Site Development Lease, as

determined herein. For purposes of this Master Lease, “Base Rent Revenues” shall mean the gross rent paid by Tenants under each Site Development Lease. The percentage of Base Rent Revenues which shall be payable as Rent for each of the Site Development Leases shall be equal to a percentage based on the type of improvements constructed or leased as follows:

Use Improvements	Rent (% of Base Rent Revenues)
Office	4.75%
Multi-Family	3.9%
Retail	4.4%
Assisted Living	3.5%
Hotel	3.5%
Signage	6.35%
Pad Lease to Third Party Operator	4.0%
Other	4.50%

2.4.1 The following table is offered to illustrate the Base Rent Revenues payable for the lease of 30,000 square feet of Office space:

Use	SF	Gross Rent	Base Rent Revenues	Base Rent Revenues (%)	Annual Rent
Office	30,000	\$34.21	\$1,026,300.00	4.75%	\$48,749.25

2.4.1.1 For Tenants and facilities that bring specialized value to the University such as those having significant financial worth, or those which provide jobs or programs which benefit the University, its students, or the University community, the percentages shall be negotiated between the Parties (see “Other” category in table above).

2.4.1.2 No Rent is due the University until such time as Lessee actually receives Base Rent Revenue from Tenants under a Site Development Lease.

2.4.2 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date which is the 15th of the month for the previous month’s collection, then the University may impose an interest charge at the rate set forth in Section 17.27 of this Master Lease. Interest will accrue from the date that the written notice from the University of such delinquency and the amount thereof was received by Lessee unless such amount is paid within thirty (30) days of receipt of such notice, in which event no interest shall be charged.

2.4.2.1 All payments received will be applied first to any accumulated interest and then to any unpaid Rent or other payment balance.

2.4.2.2 Notwithstanding the foregoing, the above-described thirty (30) day period may be extended at the University’s discretion, and the

University may waive any interest charge. The University shall in no event impose any interest charge upon Lessee while Lessee in good faith is disputing the amount of the payment, so long as Lessee pays the University any undisputed amount thereof.

- 2.4.3 Rent. Except as expressly provided in this Master Lease, all Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Master Lease.

3. SCOPE OF THE LEASED PREMISES

- 3.1 Subject to University requirements, the boundaries of the Leased Premises may change from time to time by mutual consent of the Parties to ensure that the Project Site consists of approximately twelve (12) acres of developable land.

4. NATURE OF THE GRANT

- 4.1 Limited Interest. The Parties agree that the University grants a non-possessory interest in the Leased Premises to Lessee. The Lessee shall have a limited interest sufficient for entry, accessing, planning, platting, obtaining approvals, arranging entitlements, investigating, and constructing certain utility systems and infrastructure necessary to support and serve later development on each of the Lots that will be subject to a series of anticipated Site Development Leases. The Lessee shall only obtain a possessory interest on a parcel-by-parcel basis through execution of separate Site Development Leases. Except for surface roads on and within the Leased Premises, which shall remain private roads, the Infrastructure Improvements constructed under this Master Lease will be for the benefit of the University and are intended to be transferred to the City of Lincoln for the term of this Master Lease. The Lessee shall not possess, occupy or construct any buildings for occupancy under this Master Lease. The University specifically reserves to itself all existing utility infrastructure and general access to the Leased Premises for the purpose of exercising any and all rights, interests, privileges, and benefits of use and quiet enjoyment that are not in conflict with the Lessee's limited non-exclusive use of the Leased Premises; provided however, the Parties recognize that the University's rights, interests, privileges, and benefits go across, through, include, or encompass all of the Leased Premises, including specifically, the utility systems located within the Leased Premises to the extent they are needed by the University for the operations or safety of the University, or its users, or for any other reasonable purpose.
- 4.2 Ongoing Project Management. Lessee shall, throughout the Lease Term, manage the Project, including maintenance, repair and/or replacement of all common areas, including common parking, if any.

5. CREATION OF SEPARATE SITE DEVELOPMENT LEASES FOR DEVELOPMENT AND FINANCING PURPOSES

- 5.1 To finance, develop, and lease improvements on portions of the Leased Premises (each such portion to be subject to a Site Development Lease or easement), Lessee and an Approved Site Developer shall enter into a separate Site Development Lease for each Lot from time to time, when the Approved Site Developer is ready to develop, construct, market, and operate any revenue generating improvement on such parcel.

Lessee agrees to use commercially reasonable efforts to enter into Site Development Leases for all Lots within the Leased Premises within ten (10) years after the Term Beginning Date.

- 5.2 The Project will be developed in multiple Lots, which the Lessee will identify. Each Lot will comprise a separate building site and leasehold located within the Leased Premises. Lessee will sublease each Lot to an Approved Site Developer (hereinafter defined) using a Site Development Lease substantially in a form approved by the University, which approval shall not be unreasonably withheld, conditioned or delayed.
- 5.3 The Lessee shall provide the University advance written notice of intent to sublease any Lot. This advance written notice shall include the proposed Site Developer's name, registered business address, business purpose and type and Dun and Bradstreet number, and any other information reasonably requested by the University. The Lessee may enter into a sublease with any Party other than a Non-Qualifying Party (as defined in **Section 8**) upon receipt of the University's written approval of the sublease, which approval shall not be unreasonably withheld, conditioned or delayed.
 - 5.3.1 The University shall, within fifteen (15) business days after receipt of written notice from Lessee or any sublessee or such sublessee's mortgagee, execute a recognition agreement for the benefit of a sublessee or any such sublessee's mortgagee in a form reasonably acceptable to the University providing that the Master Lease is in existence (if it is in existence) and disclosing any outstanding defaults under the terms of the Master Lease, and providing sublessee or sublessee's mortgagee a right to cure any such default as provided in **Section 8**. Any sublessee obtaining such a recognition agreement shall be a "Recognized Sublessee." If for any reason a Recognized Sublessee or Recognized Sublessee's mortgagee has not previously been given notice of such a default under the Lease, then such Recognized Sublessee and such Recognized Sublessee's mortgagee shall be given a reasonable period to cure any such default if not already cured by Lessee or Approved Mortgagee.
- 5.4 There shall be no cross-defaults between any Site Development Lease and this Master Lease.
- 5.5 Agreement to Enter Site Development Lease. The University and the Lessee agree that, after Lessee has identified a Lot to be developed and such Site Developer has been approved by the University, Lessee shall enter into a Site Development Lease demising such Lot to a Site Developer. Lessee shall provide the University a copy of the fully-executed Site Development Lease within thirty (30) business days after execution thereof.
 - 5.5.1 Conditions for Continuing Development; Period of Performance. The Lessee shall have the right, with approval of the University, which approval shall not be unreasonably withheld, conditioned or delayed, to designate under a Notice of Closing any Lot subject to the Master Lease, as the same may be amended from time to time by mutual consent of the Lessee and the University, if the following conditions have been satisfied:

5.5.1.1 The Lessee is performing substantially in compliance with the anticipated development of the Project as set forth in this Agreement unless Lessee is not able to do so for reasons beyond Lessee's control and further provided that if the University determines that Lessee is not in such substantial compliance, the University shall give written notice to the Lessee which details the specific noncompliance and gives Lessee a reasonable opportunity to cure such noncompliance. It is mutually understood that changes in market conditions must be considered in evaluating Lessee's performance of its obligations hereunder.

5.5.1.2 If construction has not begun on any Site Development Lease within two (2) years of the date thereof, such lease shall terminate, unless the Lessee requests and negotiates an extension with the University's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

5.6 Designated Site Development Closing Dates. The execution and delivery of each Site Development Lease (each a "Closing") shall take place on the date (each a "Designated Closing Date") designated by the Lessee subsequent to a written notice ("Notice of Closing") identifying the Site Development Lease(s) expected to be entered into and the anticipated closing dates thereof and mailed to the University no later than seventy (70) days before the first such date. The anticipated closing dates set forth in the Notice of Closing may be reasonable projections of closing dates in anticipation of future development which may be supplemented at any time by a notice of an actual Designated Closing Date for any Site Development Lease. The Lessee may withdraw its Notice of Closing with respect to any Site Development Lease or modify any Designated Closing Date by providing written notice of such withdrawal or modification to the University at any time prior to Closing. If a Closing in respect of any given Site Development Lease and the Leased Premises to be demised thereby does not take place on the Designated Closing Date for any reason, including a failure to satisfy any condition to such Closing or the Lessee's withdrawal of its Notice of Closing or Lessee's modification of the Designated Closing Date, the Lessee shall not be precluded from providing one or more subsequent Notices of Closing or designation or modifications of a Designated Closing Date in respect of said Site Development Lease or Leased Premises, or any portion or portions thereof; it being agreed the Lessee may terminate, postpone, re-schedule and reconstitute the Site Development Lease as provided herein as many times as the Lessee determines is necessary in order to facilitate the development of the Project.

5.7 Terms of the Site Development Leases to be Finalized. The terms of each Site Development Lease and exhibits thereto shall include the following.

5.7.1 The Initial Site Developer for such Site Development Lease. The initial Site Developer may, at the Lessee's election, be the Lessee, any Affiliate of the Lessee or any Approved Nominee of the Lessee. The initial Site Developer or their assignee may be a Third-Party Operator (as defined in **Section 5.16** below), and such entities are deemed to be an Approved Nominee of the Lessee. Any of the foregoing (i.e., Lessee, Affiliate of Lessee, or Approved Nominee

of Lessee) shall sometimes hereinafter be referred to as "Site Developer" or "Approved Site Developer."

5.7.2 Description of a Lot. Final description of the Lot or Lots comprising the building site, or building sites, or portion or portions thereof to be demised by a Site Development Lease, which description shall be based upon an ALTA survey thereof, shall be obtained by the Lessee at its expense prior to the Designated Closing Date, which description shall be incorporated into such Site Development Lease as Exhibit "A" thereto.

5.7.3 Not Used.

5.8 Not Used.

5.9 Not Used.

5.10 Each Site Development Lease shall require repayment of all outstanding Advances and interest thereon at a rate which is the rate charged by the Line of Credit Lender or six percent (6%) in the event the Advances are funded by the Lessee ("Borrowing Rate"). The repayment of the Advances will require the subordination by the University of rights to the line of credit and the Payments in favor of the Line of Credit Lender. No Advances shall be made unless sufficient commercial leasing commitments are in place to assure that such Advances with interest will be recoverable within ten (10) years from the date thereof. Such Advances shall be nonrecourse as to the University but shall be repaid with interest at the Borrowing Rate. The Advances shall be repaid in installments with interest at the Borrowing Rate as a credit against the Rents.

5.11 Not Used.

5.12 The Lessee shall pay to the proper authority, when and as the same shall become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease may be imposed on the Lessee or the Leased Premises under this Master Lease. Lessee shall have the right (a) to contest any such taxes, assessments, or similar charges, and (b) to take such actions as may be necessary and appropriate (i) to contest the validity, applicability, or amount thereof; (ii) to minimize such taxes, assessments or charges; or (iii) to assert any exemption which may be available with respect to taxes, assessments, or charges imposed on the Leased Premises under this Master Lease.

5.13 Any sale of an asset that materially and adversely affects the payment of Rent into the University will not be permitted without appropriate negotiation and approval by the University, which approval shall not be unreasonably withheld, conditioned, or delayed.

5.14 Modifications for the Accommodation of Lenders. The University agrees to make reasonable modifications to this Master Lease as may be necessary to accommodate the requirements of the Line of Credit Lender and to each Site Development Lease to accommodate the requirements of each prospective Approved Mortgagee (as defined in the Site Development Lease), provided the University shall never be required to enter into any modification or amendment that would (i) subordinate all or any portion of the

- University's fee interest in the Leased Premises (as defined in the Site Development Lease); (ii) reduce, defer or subordinate the payment of rent; (iii) require the University to assume or join in any obligation, monetary or otherwise, which is an obligation of the Lessee or the Approved Site Developer under the Site Development Lease; or (iv) permit the Lessee or the Approved Site Developer to construct Improvements on the Leased Premises or Lots that are prohibited by the "Leased Premises Use Guidelines" contained in the Declaration of Covenants, Conditions and Restrictions **in Exhibit "C."** The provisions of this **Section 5.14** shall survive each and every Closing hereunder and any expiration or earlier termination of this Master Lease.
- 5.15 Finalization of the Site Development Lease before Closing. All other provisions which remain to be completed or exhibits which remain to be provided to complete the Site Development Lease shall be incorporated into the Site Development Lease, so the document is fully completed and in final form as of the Designated Closing Date for such Site Development Lease.
- 5.16 Definitions Relating to Approved Site Developer Identification. For all purposes throughout this Master Lease, the term, "Affiliate of the Lessee" shall mean any entity or entities that either controls, is controlled by, or is under common control with the Lessee or any of its principals and where "control" and words of like import means having at least a fifty percent (50%) ownership interest, directly or indirectly, in, or having the right by contract or otherwise, to direct the management or determine the policies of such entity. The term "Approved Nominee of the Lessee" shall mean any entity, other than an Affiliate of the Lessee designated as an Approved Site Developer, approved as such by the University which approval shall not be unreasonably denied, conditioned, or delayed. The Parties acknowledge certain Site Development Leases will be entered into or assigned for the purpose of developing a hotel, restaurant, assisted living or other facility that will be constructed and operated independently by a third-party operator ("Third-Party Operator") and each such Third-Party Operator shall be subject to approval by the University, which approval shall not be unreasonably withheld, conditioned or delayed.
- 5.17 Alternative Access to Project. Without limiting any obligation of the University, if the Lessee is denied access to or use of the Project or any part thereof is materially impaired due to any act or omission of the University (including any emergency or lock-down of the Project or surrounding area), then the University shall use best efforts to provide alternative access to and use of the Project or part thereof affected in a manner reasonably satisfactory to the Lessee or affected Site Developer(s). The University shall not restrict access or use of the Project or any part thereof except as required by law or in the event of an emergency. In the event access to the Project or any Lot is restricted (or anticipated to be restricted) for two (2) or more days, then, in addition to any other right or remedy the Lessee may have as a result thereof, the Lessee shall be entitled to arrange for alternative access to such portion of the Project or such Lot as the Lessee and the University jointly determine, however the approval by the University of any alternative access shall not be unreasonably withheld, conditioned or delayed.
- 5.18 Agreement to Enter Into Declaration and Easements. The University shall execute, acknowledge and deliver as needed one or more Declaration of Easements, Covenants,

Conditions and Restrictions (collectively and as amended the “Declaration”) in recordable form, for the use and benefit of the Project, which shall be recorded among the land records of Lancaster County, State of Nebraska. Upon the Lessee’s request and approval by the University, which approval shall not be unreasonably withheld, conditioned or delayed, the University will enter into, from time to time, such amendments or modifications of any easement, rights of way, licenses, or other property interests as may be necessary or appropriate to serve or accommodate the specific requirements of the improvements to be constructed on the Project or a Lot under a given Site Development Lease and the use and operation of said improvements.

- 5.19 Right of Entry. During the term of this Master Lease the Lessee shall have the right, from time to time, to enter upon any Lot or portion of the Leased Premises, or as necessary, the immediately adjacent University property not subject to this Master Lease, to perform such due diligence, inspections, tests and verifications as the Lessee shall reasonably desire, including surveys, borings, tests (including environmental) and other inspections; provided, however, prior to accessing such area to conduct any physical tests, the Lessee shall have in place the comprehensive general liability coverage required by Section 12 of this Master Lease. Prior to accessing the University’s property adjacent to the Leased Premises, the Lessee shall provide written notice to the University.

6. CONDITION OF LEASED PREMISES

- 6.1 Condition. Except as expressly provided otherwise herein or in a Site Development Lease, each Lot shall be delivered by Lessee to the Site Developer pursuant to the Site Development Lease demising such Lot on the Designated Closing Date for such Site Development Lease in its “as is, where is” condition as of the date of the Notice of Closing, including, without limitation, legal title, subsurface conditions, and existing structures (“Accepted Condition”).

- 6.1.1 Except as expressly set forth herein, the University has made no representations or warranties of any kind, express or implied, in fact or by law, with respect to such condition or the suitability of the Leased Premises or any building site for the uses contemplated herein. The University shall have no obligation hereunder to do any work on or with respect to the Leased Premises or any portion thereof, except as expressly provided herein, which express provisions include without limitation, the obligations of the University to (i) maintain and deliver to the Lessee the Leased Premises free of tenants except as agreed to by the Parties, (ii) cure any New Title Matter pursuant to **Section 6.2.2**, below, and (iii) deliver the Leased Premises in compliance with this **Section 6.1** and **Section 6.2** hereof. Notwithstanding the foregoing, nothing herein shall limit the requirements of the University provided by any Applicable Laws or by any agreement to which the University is a party. During the term of this Master Lease, the University shall not, without the Lessee’s prior written consent, construct, nor authorize the construction of, any structures on the Leased Premises, nor shall the University take or authorize any other activities on or near the Leased Premises that would alter its condition in a manner that would materially interfere with the Lessee’s or Site Developer’s ability to construct the Project in accordance with this Master Lease, or increase the costs of the

Project. With respect to any construction or activities by the University near the Leased Premises, the University shall use reasonable diligence to minimize any impact thereof on the Project.

- 6.1.2 The Lessee acknowledges receipt under separate cover of the Phase I Environmental Site Assessment dated March 26, 2002 prepared by Olsson Associates, 601 P Street, Suite 200, Lincoln, Nebraska 68501 (the “ESA”) and the Summary of Environmental Services, dated March 16, 2021 prepared by Terracon Consultants, Inc., 3220 North 20th Street, Suite 3, Lincoln, Nebraska 68521-1382 (the “Summary”) (the ESA and the Summary being collectively referred to as the “Environmental Documents”). The Environmental Documents set forth those environmental conditions and matters on and affecting the Leased Premises as of the effective date of the Summary and the ESA, respectively, as determined from the records and analyses reflected therein. The Environmental Documents are not, and shall not constitute, a representation or warranty on the part of the University regarding the environmental or physical condition of the Leased Premises and the University shall have no liability in connection with the accuracy or completeness thereof. In this regard the Lessee acknowledges and agrees that it may conduct its own investigation or due diligence inquiry into the condition of the Leased Premises and has not relied on the Environmental Documents in determining whether to enter into this Master Lease.
- 6.1.3 The Parties acknowledge the possibility of the presence of spilled, released or disposed of “Toxic or Hazardous Wastes, Substances or Materials” as defined in **Section 17.1** on, at or proximate to the Leased Premises which are as yet undiscovered and unknown to the University. To the best knowledge, information and belief of the University, the University has disclosed to the Lessee the presence of all known spilled, released or disposed of “Toxic or Hazardous Wastes, Substances or Materials” on, at or proximate to the Leased Premises. This disclosure is set forth in the Environmental Documents the University has provided to Lessee. Except as disclosed in the Environmental Documents, to the best of the University’s knowledge, information and belief, neither the University nor any other person or entity has generated, stored, manufactured, processed, treated, spilled, released or disposed of any “Toxic or Hazardous Wastes, Substances or Materials” on, at or proximate to the Leased Premises on which the associated Infrastructure Improvements are to be installed, or transported any “Toxic or Hazardous Wastes, Substances or Materials” to or from the Leased Premises.
- 6.2 Title. The Lessee acknowledges it has obtained Title Commitment File No. 22-112845-C, from TitleCore National, LLC, agent for Old Republic National Title Insurance Company (the “Title Company”), for one or more title insurance policies for the Leased Premises and appurtenant rights having an Effective Date of June 27, 2022 and attached hereto as **Exhibit “E”** (the “Commitment”). The University shall provide the Title Company with evidence reasonably satisfactory to the Title Company to satisfy any requirements set forth therein in respect of mechanic’s liens and unrecorded leases, interests, easements, rights or claims included within the standard exceptions of

the Commitment. Except for the University's obligations regarding New Title Matters under **Sections 6.2.1** and **6.2.2** below and as specifically set forth in the preceding sentence, the Lessee is solely responsible for curing any title problems shown in the Commitment necessary for the financing and development of the Project. Notwithstanding the foregoing, the University agrees to cooperate with the Lessee in connection with the curing of any such title problems and agrees that it will not voluntarily, without the prior written consent of the Lessee, convey, lease, encumber, or grant any interest or right in or with respect to the Leased Premises and appurtenant rights. The University agrees to execute and deliver on each Designated Closing Date such customary affidavits with respect to parties in possession and mechanic's liens and evidence of authority as may be requested by the Title Company.

6.2.1 Change of Conditions - Title. The University agrees not to convey, lease, encumber, or grant any interest or right or permit any lien, encumbrance or other interest in the Leased Premises during the term of this Master Lease, without the prior written consent of the Lessee. If, between the date of the Commitment and each Designated Closing Date, an updated title report shows any new title matter or matters that did not exist as of the date of the Commitment or the Leased Premises is modified and such modification gives rise to a new title matter not reflected in the Commitment ("New Title Matter"), then the Lessee or Site Developer shall have the right to give the University written notice of any such New Title Matter ("Title Defect Notice") and in such instance, the parties shall have the rights and obligations as to such New Title Matter as stated in **Section 6.2.2** below. If the Lessee or Site Developer does not give notice of any such New Title Matter affecting an impending Site Development Lease to the University on or before the Designated Closing Date for such Site Development Lease, the Lessee or Site Developer shall be conclusively presumed to have waived such New Title Matter and to have agreed to accept title to such site subject to such New Title Matter, and the closing shall occur without any credit or offset against rent.

6.2.2 Curing and Removal of Intervening Title Matters. If the Lessee or Site Developer gives a Title Defect Notice to the University in accordance with the provisions of **Section 6.2.1**, above, then with respect to any New Title Matter listed in the Title Defect Notice, the University shall cause such New Title Matter to be removed or released of record before the Designated Closing Date, provided that the University shall have the right to extend the Designated Closing Date for a reasonable period of time (not to exceed 30 days) in order to comply with the provisions of this **Section 6.2.2**.

7. LEASES, EASEMENTS AND RIGHTS OF WAY

7.1 This Master Lease is subject to, and the Lessee shall comply with, all existing easements, rights of way, licenses and other property interests reflected in the Commitment.

7.2 The University may not unreasonably withhold or delay consent to requests for granting of easements and rights of way for utilities and other purposes reasonably necessary to the construction and maintenance of utilities on the Leased Premises by

the Lessee; provided, however, that any such additional easements or rights of way shall not unreasonably interfere with the operations of the University on portions of University property not within the Leased Premises.

- 7.3 The University may request creation of additional easements, rights of way, licenses, or other property interests for third parties or for other public requirements. However, any such rights shall not unreasonably interfere with the Lessee's interest and rights hereunder. The Lessee's approval of the creation of additional easements, rights of way, licenses, or other property interest shall not be unreasonably withheld.

8. DEFAULT AND TERMINATION

- 8.1 Default by the Lessee. Any one or more of the following events shall constitute an "Event of Default" by the Lessee:

- 8.1.1 Lessee's failure to comply with any provisions of this Master Lease where such failure to comply continues for ninety (90) calendar days after delivery of written notice thereof by the University to the Lessee, Assignee and Approved Lender. If, however, such default is not reasonably susceptible to cure within such ninety (90) day period, the Lessee, Assignee or Approved Lender shall have such longer period as may be requested by Lessee, Assignee or Approved Lender and approved in writing by the University in advance of expiration of the ninety (90) day period, which approval shall not be unreasonably withheld, conditioned or delayed, to cure such default so long as the Lessee, Assignee or Approved Lender commences curing such default within the initial ninety (90) day period and diligently prosecutes such cure to completion in accordance with the time period approved by the University. Provided however, the University shall be deemed to have approved the Lessee's, Assignee's, or Approved Lender's written request for an extension of time to cure if the University fails to approve or deny the extension request within twenty (20) business days of receipt of such request.
- 8.1.2 Except as otherwise provided by any Applicable Laws, if the Lessee shall be judicially declared bankrupt or insolvent according to law in a voluntary proceeding or if any assignment shall be made of the property of the Lessee for the benefit of creditors, or if a receiver, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of the Lessee under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within one hundred twenty (120) days after it is begun, or if the Lessee shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.
- 8.1.3 The taking by execution of Lessee's leasehold estate for the benefit of any Person.
- 8.1.4 In the event of a default by the Lessee under this Master Lease, and subject to any requirement to first participate in any agreed non-binding Alternative

Dispute Resolution procedure as set forth in this Master Lease, the University may exercise those rights and remedies available to the University at law or in equity.

8.2 Default by the University. Any one or more of the following events shall constitute an “Event of Default” by the University:

8.2.1 Failure to comply with any provisions of this Master Lease where such failure to comply continues for ninety (90) calendar days after delivery of written notice thereof by the Lessee, Assignee or Approved Lender to the University. If, however, such default is not reasonably susceptible to cure within such ninety (90) day period, the University shall have such longer period as may be requested by the University and approved in writing by the Lessee, Assignee or Approved Lender in advance of expiration of the ninety (90) day period, which approval shall not be unreasonably withheld, conditioned or delayed, to cure such default so long as the University commences curing such default within the initial ninety (90) day period and diligently prosecutes such cure to completion in accordance with the time period approved by the Lessee, Assignee or Approved Lender. Provided however, the Lessee shall be deemed to have approved the University’s written request for an extension of time to cure if the Lessee fails to approve or deny the extension request within twenty (20) business days of receipt of such request.

8.2.2 In the event of a default by the University under this Master Lease, and subject to any requirement to first participate in any agreed non-binding Alternative Dispute Resolution procedure as set forth in this Master Lease, Lessee shall proceed under Nebraska’s State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209, *et seq.*; State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294, *et seq.*; or State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302, *et seq.*; respectively.

8.3 No Event of Default shall be deemed to have occurred for any period of time during which an “Excusable Delay” as defined in **Section 8.4** exists or the Parties are attempting to resolve a dispute pursuant to the procedures provided for in **Sections 8.1 and 8.2** of this Master Lease in relation to any action or failure to act which is the subject of an alleged default or breach of this Master Lease. For an Excusable Delay, the Lessee’s period for cure shall be tolled for the time that the Excusable Delay exists.

8.4 Excusable Delays. Unless otherwise provided in this Master Lease, the University and Lessee or Site Developer shall be excused from performing an obligation or undertaking provided for in this Master Lease, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, war, invasion, freight embargoes, unusually severe weather, civil commotion, acts of the government in its sovereign capacity, acts of the public enemy or enemy action, epidemics, quarantine restrictions, delays of the Lessee’s or Site Developer’s agents or suppliers at any tier arising from causes beyond the control of the Lessee or Site Developer or said agents or suppliers, insurrection, riot, mob violence, sabotage, act of terrorism, inability to procure or a general shortage of labor, equipment, facilities, materials or

supplies in the open market, failure or unavailability of transportation, strike, lockout, action of labor unions, a taking by eminent domain, requisition, laws, orders of government or of civil, military or naval authorities (but only such orders of a general nature pertaining to the Leased Premises and comparable properties in the State of Nebraska), governmental restrictions (including without limitation, access restrictions imposed by the University and arising without fault on the part of the Lessee or Site Developer that significantly hinder the Lessee's or Site Developer's ability to access the Leased Premises and perform their respective responsibilities in a timely manner), required environmental remediation or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control and without the fault or negligence of the University or the Lessee or Site Developer, as the case may be, or any or any of their respective officers, agents, servants, employees or any others who may be on the Leased Premises at the invitation of the Lessee or Site Developer or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Unless otherwise provided in this Master Lease, nothing contained in this **Section 8.4** shall excuse the University, Lessee or Site Developer from the performance or satisfaction of an obligation under this Master Lease that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay. Notwithstanding the foregoing, an event of Excusable Delay shall not apply to excuse the payment of Rent or other charges.

8.5 Remedies. In the event of the occurrence of an Event of Default by the University or the Lessee or Assignee, and subject to any requirement to first participate in any agreed non-binding Alternative Dispute Resolution procedure as set forth in this Master Lease, the Parties shall have the right to pursue any remedy available at law or in equity.

8.5.1 Provided however, that the University shall have no right or remedy involving termination of this Lease or Lessee's, Assignee's or Approved Lender's rights of possession and operation of any portion of the Leased Premises unless the Event of Default by the Lessee or Assignee consists of fraud, criminal activity, bribery of public officials, actions by the Lessee which irreparably damage the Leased Premises or a default by the Lessee or Assignee under **Section 8.1.2.** above and such Event of Default results in material, continuing, irreparable injury to the University which cannot be corrected, cured or compensated by money damages or other remedies (a "Termination Event of Default") and further provided any such termination right or remedy shall be subject to Line of Credit Lender rights under **Section 8.7.**

8.5.2 If the University fails to perform any obligation it may have hereunder:

8.5.2.1 The Lessee shall obtain prior written University approval, which shall not be unreasonably withheld, conditioned, or delayed, to perform such obligation consistent with Applicable Law and offset the reasonable cost thereof against any amount due to the University under this Master Lease.

8.5.2.2 Lessee shall be entitled to require the University to specifically perform its obligations under this Agreement or restrain or enjoin the University

from continuing the activities that constitute the default of University;
and

8.5.2.3 Lessee may proceed under Nebraska's State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209, *et seq.*; State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294, *et seq.*; or State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302, *et seq.*; respectively, as each may be applicable.

8.6 Remedies Cumulative. All rights and remedies of either party provided for in this Master Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Master Lease (except as otherwise expressly limited by the terms of this Master Lease), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Master Lease (except as otherwise expressly limited by the terms of this Master Lease), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Master Lease (except as otherwise expressly limited by the terms of this Master Lease).

8.7 Line of Credit Lender Rights.

8.7.1 During the term of this Master Lease, the Lessee shall have the right from time to time to subject Lessee's right, title and interest (collectively "Interest") in this Master Lease to the security interest, mortgage, deed of trust or assignment for collateral purposes (collectively "Security Interest") for the benefit of one or more Line of Credit Lenders, subject to **Section 8.7.2**. Creation of such Security Interest shall be allowed without the University's written approval provided that (i) such proposed Security Interest holder is not a Non-Qualified Party (hereinafter defined) and (ii) the Lessee furnishes the University advance written notice of any proposed Security Interest holder and the University does not object in writing to the proposed holder within fifteen (15) business days of the date such notice is sent, and approval shall not be unreasonably withheld conditioned or delayed. Any Security Interest Holder approved by the University, or successor or assignee of such holder approved by the University, shall be referred to in this Master Lease as an "Approved Lender" and the Security Interest created as an "Approved Security Interest." Within fifteen (15) days of receipt of written request from the Lessee, the University agrees to execute an Estoppel Certificate and any other similar documentation as may reasonably be required by any Approved Lender to evidence the University's consent to the Security Interest and to certify the status of this Master Lease and performance by the Lessee of its obligations under this Master Lease as of the date of such certification including (i) whether or not any payments are due hereunder and, if so, the amount thereof; (ii) whether or not this Master Lease is unmodified and in full force and effect (or, if there have been modifications, whether or not the same are in full force and effect as modified and identifying the modifications); (iii) whether or not the University is in default and, to the University's knowledge, whether Lessee is in default, and specifying the nature of any such default; and (iv) such other matters relating to this Master Lease, as Lessee or any Approved Lender or prospective Approved Lender may reasonably request. Notwithstanding any foreclosure, the Lessee shall remain

liable for the performance of all the terms, covenants, and conditions of this Master Lease, which by the terms hereof are to be carried out and performed by the Lessee.

- 8.7.2 No Security Interest shall extend to or affect the fee, the reversionary interest, or the estate of the University in the Leased Premises. No Security Interest shall be binding upon the Leased Premises until it is approved by the University and a copy thereof has been delivered to the University.
- 8.7.3 The Lessee shall notify the University promptly of any lien or encumbrance on the Leased Premises, or the Lessee's interest in the Leased Premises, whether created by act of the Lessee or otherwise, of which the Lessee has notice.
- 8.7.4 If any Approved Lender or any Approved Lender Affiliate (hereinafter defined) acquires the Lessee's interest in the Leased Premises by deed-in-lieu, at a foreclosure of its mortgage or deed of trust, or otherwise, this Master Lease shall continue in full force and effect. No agent or nominee shall be appointed to operate and manage any portion of the Leased Premises without giving prior written notice to the University. The University shall have fifteen (15) business days from the date that such written notice is received to object to any proposed agent or nominee. The University may only object to the proposed agent or nominee on the basis that such proposed agent or nominee is a Non-qualified Party. If the University fails to object within ten (10) business days, the proposed agent or nominee shall be deemed approved. No such agent or nominee shall be proposed by the Approved Lender unless the Approved Lender has determined that the proposed agent or nominee has demonstrated experience or expertise in the development, management, and operation of facilities similar to the Leased Premises. As used in this **Section 8.7.4**, "Approved Lender Affiliate" means any corporation, limited liability company, or other entity that controls, is owned or controlled by, or is under common ownership and control with, an Approved Lender, if any. When any such Approved Lender, Approved Lender Affiliate, or other University approved Security Interest holder acquires Lessee's interest in the Leased Premises (collectively "New Lessee"), the University shall, if requested, execute and deliver such documents as New Lessee shall reasonably request to enable New Lessee to obtain title insurance for the New Lease, all at the New Lessee's sole expense. The University shall turn over to the New Lessee any relevant documentation or records.
- 8.7.5 With respect to any Approved Lenders, the following shall apply:
 - 8.7.5.1 If an Approved Lender, if any, has given written notice to the University of its address, any notice to the Lessee given pursuant to this Master Lease, including, without limitation, notice of a default or a termination of this Master Lease shall be delivered simultaneously to such Approved Lender, and no notice of default or termination of this Master Lease given by the University to the Lessee shall be deemed effective until like notice is given to such Approved Lender.

- 8.7.5.2 Any Approved Lender shall have the same rights to cure any default as the Lessee has under this Master Lease with such additional time as may be afforded to any Approved Lender pursuant to this **Section 8.7** and the University shall accept performance by such Approved Lender as if the Lessee had performed.
- 8.7.5.3 The University will not accept any cancellation of this Master Lease by the Lessee, or materially modify this Master Lease, without Lessee's prior written representation to the University that Lessee has obtained the written consent of each Approved Lender thereto. The University may rely upon Lessee's representation, without any obligation of investigation or inquiry on the part of the University. The Lessee shall provide each Approved Lender with written notice of any proposed material modification or cancellation. The University shall have no obligation to solicit or obtain the written consent of any Approved Lender to any cancellation or material modification of this Master Lease, the satisfaction of such contingency being the sole responsibility of Lessee.
- 8.7.5.4 No Approved Lender, or purchaser at a foreclosure sale who has been approved by the University as required by **Section 8.7.4**, shall be required to cure any "personal default," as defined below, of the Lessee. As used in this Section, "personal default" means any default of the Lessee that cannot be cured by the payment of money or performance of the development activities undertaken pursuant to this Master Lease, including any bankruptcy of the Lessee.
- 8.7.6 If the University elects to terminate this Master Lease pursuant to **Section 8**, each Approved Lender shall have the right to postpone ("Lender's Right to Postpone") and extend the termination date specified in the notice of termination by the University to the Lessee ("Termination Notice"), subject to the following conditions:
- 8.7.6.1 Prior to the termination date specified in the Termination Notice, any Approved Lender must give the University written notice of its exercise of the Lender's Right to Postpone and simultaneously cure all monetary defaults and deliver to the University as security for the cure of all other defaults other than personal defaults an amount sufficient to effect such cure.
- 8.7.6.2 The Lender's Right to Postpone shall extend the date specified in the Termination Notice for the termination of this Master Lease for a period of up to six (6) months, or such longer period as may be reasonably requested by any Approved Lender and approved by the University, which approval shall not be unreasonably withheld. The University will grant a reasonable extension of the date for termination of this Master Lease or Master Lease pursuant to the Lender's Right to Postpone ("Expiration Extension Date") so long as any Approved Lender (i) promptly commences all steps necessary to cure any default other than

personal defaults of the Lessee, including such steps as may be required for any Approved Lender to obtain possession or control of the Leased Premises, and diligently prosecutes the same to completion; and (ii) provides the University with monthly updates in writing that describe in reasonable detail the steps any Approved Lender has taken and will take in the future to cure any such defaults, and the anticipated time-frame for curing such defaults.

8.7.6.3 Prior to the termination date specified in the Termination Notice, such Approved Lender shall assume performance and observance of the covenants and other agreements of the Lessee under this Master Lease.

8.7.6.4 If prior to the Expiration Extension Date, all defaults under this Master Lease other than personal defaults are cured or otherwise resolved as memorialized in a written agreement, then the University shall withdraw the Termination Notice.

8.7.7 Nothing in this **Section 8.7** shall be deemed to impose any obligation on the part of the University to deliver physical possession of the Leased Premises to such Approved Lender.

8.7.8 If more than one Approved Lender seeks to exercise any of the rights provided for in this **Section 8.7**, the holder of the Security Interest having priority of lien over the other Approved Lenders shall be entitled, as against the others, to exercise such rights. Should a dispute arise among any Approved Lenders regarding the priority of their respective liens, any Approved Lenders must provide written confirmation to the University that they have settled that dispute.

8.7.9 In the event this Master Lease is terminated by the University for any reason or is rejected in bankruptcy, any Approved Lender(s) in the order of the priority of their respective Security Interest, may request a new development agreement or lease (collectively “New Lease”) from the University with Approved Lender or its designee, and the University shall execute and deliver such New Lease, provided the applicable Approved Lender (i) pays all past due amounts due to the University pursuant to the terms of this Master Lease, and (ii) cures or otherwise resolves in a manner acceptable to the University any non-monetary defaults, except for personal defaults, of the Lessee under this Master Lease. Such New Lease shall be for the remaining term of this Master Lease and shall be on the same terms and conditions as set forth in this Master Lease.

8.7.10 Notwithstanding any of the foregoing, the University shall not be required to recognize an Approved Lender or its designee as the Lessee under this Master Lease or New Lessee under the Master Lease or a New Lease if at the time the University receives such Approved Lender’s written request to recognize the Approved Lender or its designee as Lessee or Lessee, the Approved Lender or such designee is (i) restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, as amended (commonly known as the “USA Patriot Act”) and Executive Order

Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, as amended, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, “Prohibited Persons”), or (ii) a country listed in *Country Reports on Terrorism*, available from the United States Department of State at <https://www.state.gov/reports/country-reports-on-terrorism-2020>, (collectively “Non-Qualifying Parties” or “Non-Qualified Party”). In the event of such non-recognition, the Approved Lender, upon written notice to the University delivered within thirty (30) calendar days after written notice of such non-recognition is received from the University, shall have up to one hundred and twenty (120) calendar days after such notice to transfer all of its interest and rights in the Approved Security Interest to another entity (other than a Non-Qualified Party), which entity shall have the same right to be recognized as Lessee under this Master Lease and Lessee as such Lender has under this **Section 8.7**.

- 8.7.11 Lessee’s granting an Approved Security Interest except as set forth in **Section 8.7.13** shall not be deemed to constitute an assignment or transfer of the leasehold estate under this Master Lease, nor shall any Approved Lender, as such, or in the exercise of its rights under this Master Lease, be deemed to be an assignee, transferee, or mortgagee in possession of the Interest or leasehold estate so as to require such Approved Lender, as such, to assume or otherwise be obligated to perform any of Lessee’s obligations under this Master Lease. This provision does not limit the liability of any New Lessee or assignee.
- 8.7.12 If Lessee shall have granted any Approved Security Interest, and if the Lessee or the Approved Lender under such Approved Security Interest shall have given to the University a notice (“Approved Lender Notice”), specifying the name and address of such Lender, the University shall give to such Approved Lender a copy of each notice of a default or termination of this Master Lease at the same time as and whenever any such notice of default or termination shall thereafter be given by the University to Lessee, addressed to the Approved Lender at the address last furnished to the University.
- 8.7.13 In addition to Lessee’s right to encumber the Lessee’s Interest in the Leased Premises under the Master Lease set forth in **Section 8.7.1**, at any time and from time to time during the term of this Master Lease, Lessee may (i) assign this Master Lease and the Interest and leasehold estate thereunder, whether absolutely or as collateral security; and (ii) assign (absolutely or collaterally) any or all of Lessee’s rights under this Master Lease, including any options, to any Approved Lender. The University shall not be required to join in, or “subordinate” the fee estate to any Approved Security Interest. There shall be no limit on the amount or nature of the following obligations of Lessee secured by an Approved Lender: (i) the purpose for which the proceeds of any such financing may be applied if related to the Leased Premises; (ii) the nature or character of any Approved Lender except as specifically set forth in **Section 8.7.10**; (iii) the subsequent assignment, transfer, or hypothecation of any

Approved Security Interest; (iv) the creation of participation or syndication interests in or to any Approved Security Interest; or (v) any Approved Lender's exercise of any rights or remedies against Lessee under any Approved Security Interest. Any Approved Security Interest may secure Advances with interest thereon.

- 8.7.14 If any Approved Lender requires any modification of this Master Lease or other document to be provided under this Master Lease, or if any such modification is necessary to comply with rating agency requirements, then the University shall, at Lessee's or any Approved Lender's request, promptly execute and deliver to Lessee such instruments in recordable form acceptable to the University and the Approved Lender effecting such modification as such Approved Lender or rating agency shall require, provided that any such modification does not modify Rent, the Term, or any security required under this Master Lease, and does not otherwise materially adversely affect Lessee's rights, increase the University's obligations, or materially decrease Lessee's obligations under this Master Lease; further provided, that any such modification does not contravene any of the University's protections in **Section 5.14**. If any prospective Approved Lender requires any such modification, then the University shall execute and deliver such modification into escrow to be released solely upon the closing of said loan.
- 8.7.15 From and after the giving of any Approved Lender Notice, the University and Lessee will not cancel, surrender, or modify or amend this Master Lease in any respect that will materially adversely affect such party without Lessee's prior written representation to the University that Lessee has obtained the written consent of each Approved Lender thereto. The University may rely upon Lessee's representation, without any obligation of investigation or inquiry on the part of the University; provided however, that the provisions of this subparagraph shall not compromise the rights and remedies of Lessee or the University as provided herein, subject however to the Approved Lender(s) right to cure the default or defaults giving rise to such rights and remedies. . The University shall have no obligation to solicit or obtain the written consent of any Approved Lender to any cancellation or material modification of this Master Lease, the satisfaction of such contingency being the sole responsibility of Lessee.
- 8.7.16 No Approved Lender shall become liable under this Master Lease except as specifically set forth herein.
- 8.7.17 The University's limited responsibility under this **Section 8.7** with respect to Approved Lender notice and cure shall not be construed to give Approved Lenders any other rights or third-party beneficiary status under this Master Lease.
- 8.8 Nonrecourse. Notwithstanding any remedies granted to the University under this Master Lease, the obligations of the Lessee are on a nonrecourse basis, and the University shall look only to the Lessee's interest in the Leased Premises, the Site

Development Leases, and applicable insurance proceeds for satisfaction of any debts or obligations of the Lessee.

9. CONDEMNATION

- 9.1 Condemnation of Entire Leased Premises. If, during the Term of this Master Lease, the entire Leased Premises or portions of the Leased Premises necessary for reasonable access thereto for the reasonable use of the Leased Premises shall be taken as the result of the exercise of the power of eminent domain (hereinafter referred to as the "Proceedings"), this Master Lease and all right, title and interest of Lessee hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings, and both Lessee and the University shall thereupon be released from any liability thereafter accruing hereunder. Lessee and the University shall each receive notice of any Proceedings relating to a Taking and shall have the right to participate therein.
- 9.2 Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Property, Lessee, at its election, may terminate this Master Lease by giving the University notice of Lessee's election to terminate at least sixty (60) days prior to the date of such termination if Lessee reasonably determines that the Leased Premises cannot be economically and feasibly used by Lessee for its intended purposes.
- 9.3 Payment of Awards. Upon the Taking of all or any portion of the Leased Premises, the University shall be entitled to the Award, except that upon any Taking of the Leased Premises, or any portion thereof, Lessee shall be entitled to recover the value of its loss of leasehold interest, the value of its completed Improvements, moving costs and any personal property, and shall be entitled to and shall receive such portion of the Award made in such Proceedings as to the interests or portion so taken.

10. ENVIRONMENTAL COMPLIANCE

- 10.1 The Lessee, Site Developers or tenants shall comply with all Environmental Laws (as defined in Section 17.1) that are or may become applicable to their activities on the Leased Premises.
- 10.2 The Lessee, Site Developers or tenants shall obtain at their cost and expense any environmental permits required for its construction and operations within the Project, independent of any existing permits.
- 10.3 The Lessee, Site Developers or tenants ("Indemnifying Party" or collectively "Indemnifying Parties") shall each be responsible for and indemnify, defend, save, and hold harmless the University from any claims for damages, response, remediation or other costs, expenses, liabilities, fines, or penalties resulting in any way from releases, discharges, emissions, spills, storage, handling, disposal, of Toxic or Hazardous Wastes, Substances or Materials or any other acts or omissions related to environmental contamination within the Project, to the extent caused by each Indemnifying Party, their officers, agents, employees, contractors, subcontractors or licensees, or invitees giving rise to University liability, civil or criminal, or responsibility under Environmental Laws. Each Indemnifying Party agrees to indemnify the University under this **Section 10.3** only for that Party's acts or omissions. The University will retain responsibility for its own acts or omissions to the extent that the University causes or contributes to

the civil or criminal liability under any Environmental Law. The Indemnifying Parties shall not have joint and several liability under this provision.

10.3.1 This **Section 10.3** shall survive the Expiration Date termination of this Master Lease, and the obligations in **Section 10.3** shall apply whenever the University incurs costs or liabilities of the types described in this Article 10.

10.4 The University's rights under this Master Lease specifically include the reasonable right for University officials to inspect the Leased Premises, upon reasonable notice, for compliance with environmental rules, regulations, and standards, whether or not the University is responsible for enforcing them provided that such inspection activities shall not be inconsistent with the quiet use and enjoyment of the Leased Premises and any Leased Premises under any Site Development Lease. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

10.5 Except as expressly provided in this **Section 10**, the Lessee, Approved Site Developer, tenants or lenders, as between the Parties, do not assume any liability (including liability to third parties) or responsibility for environmental impacts and damage existing on the date hereof caused by the use by the University, its employees, agents or representatives of Toxic or Hazardous Wastes, Substances or Materials on any portion of the Leased Premises or in the vicinity thereof, including the Leased Premises. The Lessee, Approved Site Developer, tenants or lenders have no responsibility or obligation under this Master Lease or otherwise to undertake the defense of any claim or action, whether in existence now or brought in the future, alleging environmental impacts and damage solely arising out of the use of or release of any Toxic or Hazardous Wastes, Substances or Materials on or from any part of the University, including the Leased Premises, occurring prior to the Term Beginning Date of this Master Lease or caused by the University, its employees, agents or representatives. Further, the Lessee, Approved Site Developer, tenants or lenders shall have no obligation to undertake environmental response, remediation, or cleanup relating to such use or release occurring prior to the Term Beginning Date of this Master Lease. The University agrees, as between the Parties, that it will not consider, or seek to have others consider, the Lessee, Approved Site Developer, any tenants or lenders a Potentially Responsible Party or otherwise liable solely due to the presence of a Toxic or Hazardous Wastes, Substances or Materials on the Leased Premises caused by the University, its employees, agents or representatives or existing on the Term Beginning Date of this Master Lease, provided that the Lessee, Approved Site Developer, tenants or lenders have not by their own acts or omissions caused a further release of such Toxic or Hazardous Wastes, Substances or Materials, released or disposed of new or additional Toxic or Hazardous Wastes, Substances or Materials, or increased the cost of a required response action (unless otherwise agreed under this Master Lease). Nothing in this acknowledgment shall be construed to affect the liability of any person or entity, including the Lessee or Site Developer, under Sections 106 or 107 of CERCLA for releases of "hazardous substances" caused by the Lessee, Site Developer or such other person or entity.

10.5.1 For the purposes of this **Section 10**, "defense" or "environmental response, remediation, or cleanup" includes liability and responsibility for the costs of

damage, penalties, legal, and investigative services relating to such use or release. "Occupancy" or "use" shall mean any activity or presence (including preparation and construction) in or upon the Leased Premises.

10.5.2 This Section does not relieve the Lessee or an Approved Site Developer of any obligation or liability it might have or acquire to third parties or regulatory authorities by operation of law for actions caused by the Lessee or an Approved Site Developer.

10.5.3 This Article 10 shall survive termination of this Master Lease.

10.6 Except for the obligations of the University set forth in this **Section 10**, the Lessee waives any claim or cause of action that the Lessee might have had against the University under any Environmental Law as to the Accepted Condition, as described in **Section 6.1**, of the Leased Premises. This waiver relates to environmental impacts and damage existing on the date hereof or caused by the use by the University, its employees, agents or representatives of Toxic or Hazardous Wastes, Substances, or Materials on any portion of the University or in the vicinity thereof, including the Leased Premises.

10.7 The Lessee or Approved Site Developer must comply with all Environmental Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

10.8 Hazardous Waste. Except as provided in this Section for the temporary accumulation of Toxic or Hazardous Wastes, Substances or Materials on the Leased Premises, the Lessee and Site Developer must obtain written University approval prior to storing, treating, or disposing of any Toxic or Hazardous Wastes, Substances or Materials on the Leased Premises. The Lessee and Site Developer shall strictly comply with the Toxic or Hazardous Wastes, Substances or Materials permit requirements under RCRA, as amended, or its Nebraska equivalent and all Environmental Laws. The Site Developer shall be liable for any violations by it of the requirements set forth in this **Section 10**.

10.8.1 The Lessee and Site Developer must provide, at their own expense, such Toxic or Hazardous Wastes, Substances or Materials accumulation points, complying with all laws and regulations, as it may need for the temporary accumulation of Toxic or Hazardous Wastes, Substances or Materials prior to such wastes being disposed of in accordance with Environmental Laws. Neither the Lessee nor the Site Developer may use University accumulation points for Toxic or Hazardous Wastes, Substances or Materials and other wastes and neither the Lessee nor the Site Developer may permit its Toxic or Hazardous Wastes, Substances or Materials to be commingled with Toxic or Hazardous Wastes, Substances or Materials of the University.

10.9 Not used.

10.10 The Lessee, Site Developer or tenant, if involved in generation, handling, storage, treatment, and disposal of Toxic or Hazardous Wastes, Substances or Materials must maintain and make available to the University all records, inspection logs, and

manifests that track any such activities it engages in as well as all other records required by Environmental Laws. The University reserves the right to reasonably inspect the Leased Premises and such records for compliance with Environmental Laws, regulations, and other requirements relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of Toxic or Hazardous Wastes, Substances or Materials. Violations will be reported by the University to the Lessee, Site Developer or tenant and to appropriate, regulatory agencies, as required by Environmental Law. The Lessee will be liable for the payment of any fines which may accrue as a result of the actions or omissions of the Lessee.

- 10.11 The Lessee or Approved Site Developer shall have an approved plan prior to commencement of operations on the Leased Premises for responding to hazardous waste, fuel, and other chemical spills. Said plan shall comply with all applicable requirements and shall be updated as required to comply with changes in site conditions or applicable requirements and shall be approved by all agencies having regulatory jurisdiction over such plan. The plan shall be independent of University spill prevention and response plans. The Site Developer shall file a copy of the approved plan and approved amendments thereto with the University within fifteen (15) days of approval. Should the University provide any personnel or equipment, whether on request of the Site Developer or because the Site Developer was not, in the reasonable opinion of the University, after notice from the University, conducting timely cleanup actions, the Site Developer agrees to reimburse the University for its reasonable costs in accordance with all Environmental Laws.
- 10.12 The Approved Site Developer or tenant shall comply with all requirements of the Federal Water Pollution Control Act ("FWPCA"), the National Pollutant Discharge Elimination System ("NPDES"), and any applicable State or local requirements. If the Site Developer or tenant discharges wastewater to a publicly owned treatment works, it must submit an application for its discharge ("Pretreatment Permit Application") prior to the Term Beginning Date of the relevant Site Development Lease or sublease. The Site Developer will be responsible for meeting all applicable wastewater discharge permit standards and wastewater shall not be discharged under the authority of any NPDES permit, pretreatment permit or any other permit issued to the University. The Site Developer or tenant shall not make use of any septic tank installed on the University.
- 10.13 The University, United States Environmental Protection Agency ("U.S. EPA") and State regulators and their officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Lessee, Approved Site Developer and any tenant affected by such entry, to enter upon the Leased Premises for the purposes enumerated below in this Section provided that the University shall use its best efforts not to interfere with normal business operations on the Leased Premises, and shall not be inconsistent with the quiet use and enjoyment thereof by Site Developer and tenants.
- 10.13.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities;

- 10.13.2 To conduct any test or survey related to environmental conditions at the Leased Premises or to verify any data submitted to the US EPA or State agencies by the University.
- 10.14 During the term of this Master Lease the Lessee or Site Developer shall have the right, from time to time, to access any area in the Leased Premises or adjacent University property to perform tests and inspections they shall reasonably desire; provided however, that the inspecting party shall have in place comprehensive general liability coverage as required in **Section 11** of the Master Lease. If access to University property outside the Leased Premises is necessary, this right is subject to prior University approval, but such approval shall not be unreasonably withheld.
- 10.15 To the best of the University's knowledge, information and belief, there is no asbestos-containing materials, lead based paint, or elevated levels of termiticides or pesticides in the soil within the Leased Premises. In the event that Environmental Laws require that soil be removed from the Project and disposed of due to asbestos-containing materials, lead based paint, or elevated levels of termiticides or pesticides, and there also exists other contaminants in the soil other than asbestos-containing materials, lead based paint, or elevated levels of termiticides or pesticides, that independently require removal under any Environmental Law, then Lessee shall be solely responsible for removal of such contaminated soil.
- 10.16 Required Notices. If at any time either Party shall become aware, or have reasonable cause to believe, that any Toxic or Hazardous Wastes, Substances, or Materials have been released or have otherwise come to be located on or beneath the Leased Premises or in the vicinity thereof in amounts greater than either the reportable quantities or a level requiring response action(s) under an Environmental Law, such Party shall immediately upon discovering the release or the presence or suspected presence of the Toxic or Hazardous Wastes, Substances, or Materials, give written notice of that release or presence to the other Party. In addition, the Party first learning of the release or presence of any Toxic or Hazardous Wastes, Substances, or Materials on or beneath the Leased Premises, shall immediately notify the other Party in writing of: (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Law; (ii) any claim made or threatened by any person against the University, the Lessee, or the Leased Premises arising out of, or resulting from, the release or presence of toxic or hazardous wastes, substances, or materials; and (iii) any reports made to any local, state, or Federal environmental agency arising out of, or in connection with, any Toxic or Hazardous Wastes, Substances, or Materials. If the Site Developer receives or gives written notice of any violation of Environmental Laws, then the Site Developer shall promptly provide the University with written notice thereof. The University shall notify Lessee or Site Developer of violations of Environmental Laws relating to activities by the Lessee, Site Developer or tenants, and shall report such violations to the appropriate regulatory agencies, when required by Environmental Laws.

11. INDEMNIFICATION BY LESSEE

- 11.1 Excluding the acts or omissions of the University, its employees, agents, contractors or students, Lessee shall indemnify and save harmless the University, its

agents, officers, and employees, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature (collectively, "Losses") arising or growing out of or in any way connected with Lessee's use, construction, development, occupancy, operation or control of the Leased Premises. Under no circumstance shall Lessee be liable for or indemnify the University for any gross negligence or misconduct by the University or any party under control of the University. This obligation to indemnify shall include legal counsel whose fees must be reasonable and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made. The University will give the Lessee written notice of any claim against it covered by this indemnity as soon as practicable after learning of such claim. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the University shall in no way be responsible therefor.

12. RISK OF LOSS/INSURANCE

12.1 During the Lease Term, Lessee shall maintain at its sole cost, insurance issued by a company or companies qualified, permitted or admitted to do business in the State of Nebraska with an A.M. Best rating of A-VIII or better in the following types and amounts:

12.1.1 Commercial General Liability Insurance. The base liability insurance policy, together with any excess liability coverage provided under blanket umbrella coverage, shall be no less than \$2,000,000 per occurrence, \$5,000,000 in the aggregate, for losses arising from any one occurrence with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the activities of Lessee at the Leased Premises under the terms of this Lease.

12.1.2 Fire and Extended Coverage Insurance. Coverage in an amount sufficient to pay 100% of the replacement costs of the Infrastructure Improvements.

12.1.3 All Risk Property Damage Insurance. Coverage for physical damage to Lessee's property including improvements and betterments to the Leased Premises in an amount sufficient to pay 100% of the replacement costs of the Infrastructure Improvements.

12.1.4 Worker's Compensation Insurance. As required by law.

12.1.5 Auto Liability Insurance. Coverage including owned and non-owned exposure in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

12.2 The University shall be named on all policies, except workers' compensation policies, as an additional insured or named insured, as its interest may appear. The University agrees to promptly endorse insurance checks or otherwise release insurance proceeds. The liability policies shall include a severability of interest provision enabling the University to file claims under such policies for property damage or bodily injury to its personnel or property, which damage or injury may arise from the negligence of Lessee, its agents or employees.

12.3 The University shall be provided with advance notice, in writing, of cancellation or a material change in coverage. If any insurance policy provides that the insurer will give such notice, then Lessee shall not be obligated to do so with respect to such policy. Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee; and be reasonably satisfactory to the University in all respects as of the date hereof.

12.4 Lessee shall require its insurance company to furnish to the University a copy of the certificate or certificates of insurance evidencing the purchase of such insurance, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to such renewals or replacement.

13. ALTERATIONS AND IMPROVEMENTS

13.1 The Improvements shall be limited to the construction of utilities, roads, and other infrastructure as described in **Section 4.1**. Construction of all other improvements, including without limitation, new buildings or improvements to existing buildings and the construction of appurtenant facilities shall only be performed on property subject to a Site Development Lease or separate easement.

14. NOTICES

14.1 Whenever the University or the Lessee shall desire to give or serve any notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication with respect to this Lease or with respect to the Leased Premises and any improvements located thereon, each such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular mailing address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of receipt of such service.

If intended for the Lessee:

21 V LLC
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Lease Administration

With copies to:

Woodbury Corporation
Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: General Counsel

WRK, L.L.C.
440 North 8th Street, Suite 140
Lincoln, Nebraska 68508

If to the University:

Office of the Board of Regents
of The University of Nebraska
3835 Holdrege - Varner Hall
Lincoln, Nebraska 68583
Attention: Corporation Secretary

With copies to:

The University of Nebraska-Lincoln
c/o Vice Chancellor of Business & Finance
307 Canfield Administration
Lincoln, Nebraska 68588-0425

With copies to:

The University of Nebraska
Office of Vice President and General Counsel
3835 Holdredge Street
Lincoln, Nebraska 68583
Attention: General Counsel

15. DISPUTES

- 15.1 If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either party may request in writing that unassisted negotiations commence.
- 15.2 Subject to **Section 15.3**, if the dispute is not resolved within sixty (60) days of the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall mediate the dispute pursuant to the Commercial Mediation Procedures and Rules of the American Arbitration Association then in effect.
- 15.3 If the University or Lessee brings a court action to enforce the terms hereof or declare rights hereunder, to the extent permitted by Applicable Laws, the prevailing party in any such action, or appeal thereon, shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decision or judgment. If Lessee brings court action to enforce the terms hereof or declare rights hereunder, Lessee shall proceed under Nebraska's State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209, *et seq.*; State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294, *et seq.*; or State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302, *et seq.*; respectively, as each may be applicable.
- 15.4 No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

16. ASSIGNMENT, SUBLEASES, AND LICENSES

- 16.1 The Lessee shall not assign this Master Lease or any interest therein, or in any Improvements on the Leased Premises to any assignee other than an Affiliate of Lessee

which shall mean any entity or entities that either controls, is controlled by, or is under common control with, the Lessee or any of their principals and where “control” and words of like import means having at least a fifty percent (50%) ownership interest, directly or indirectly, in, or having the right, by contract or otherwise, to direct the management or determine the policies of such entity, without the prior written consent of University (any approved assignee and Affiliate of Lessee shall be referred to herein collectively as “**Assignee**”). Such consent shall not be unreasonably withheld, conditioned, or delayed, subject to the provisions below.

16.1.1 Any assignment granted by the Lessee shall be consistent with all the terms and conditions of this Master Lease and shall terminate immediately upon the expiration or any earlier termination of this Master Lease, without any liability on the part of University to the Lessee or any Assignee. Under any assignment made, the Assignee shall be deemed to have assumed all the obligations of the Lessee under this Master Lease accruing on or after the date of the assignment. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder.

16.1.2 Any Assignee shall have the same rights to notice and to cure any default as the Lessee, and University shall accept performance by such Assignee as if the Lessee had performed.

16.1.3 Any assignment must include the provisions set forth in **Condition 10** of this Master Lease and expressly provide that the assignment is subject to all of the terms and conditions of this Master Lease.

16.2 From and after the giving of any Assignee notice, University and Lessee will not cancel, surrender, or modify or amend this Master Lease in any respect that will materially adversely affect the Assignee without the prior written approval of such Assignee; provided however, that the provisions of this subparagraph shall not compromise the rights and remedies of Lessee or University as provided herein, subject however to the Assignee’s right to cure the default or defaults giving rise to such rights and remedies.

16.3 Failure to comply with this **Section 16** shall constitute a breach of this Master Lease by the Lessee. The University shall not be obligated to recognize any right of any person or entity to an interest in this Master Lease, or to own or operate any facilities or improvements or conduct any other activity or activities on the Leased Premises authorized under this Master Lease acquired in violation of this **Section 16**.

17. MISCELLANEOUS

17.1 Definitions.

17.1.1 “Applicable Laws” shall mean all present and future statutes, regulations, ordinances, rules, requirements, resolutions and orders of any Governmental Authority.

17.1.2 “Award” shall mean any payment or other compensation received or receivable because of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

- 17.1.3 “Environmental Laws” means any and all applicable Federal, state, county and municipal laws, ordinances, regulations, orders, permits, common law and requirements, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (“HMTA”) (49 U.S.C. §§ 5101 *et seq.*), the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. §§ 6901 *et seq.*), all as now or hereafter amended, and regulations promulgated thereunder.
- 17.1.4 “Governmental Authority” shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence with jurisdiction over the Leased Premises.
- 17.1.5 “Improvements” shall mean the building and associated improvements constructed by site Developer on the Leased Premises.
- 17.1.6 “Person” shall mean an individual; a trust; an estate; a Governmental Authority; or a partnership, joint venture, corporation, company, firm or any other entity whatsoever.
- 17.1.7 “Taking” shall mean the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.
- 17.1.8 “Toxic or Hazardous Wastes, Substances or Materials” shall mean any “hazardous waste” as defined by RCRA, any “hazardous substance” as defined by CERCLA, any “hazardous material” as defined by the HMTA, any flammables, explosives, munitions and explosives of concern (“MEC”), Material Potentially Presenting an Explosive Hazard (“MPPEH”), radioactive materials, polychlorinated biphenyls; underground storage tanks, whether empty, filled or partially filled with any substance, any substance the presence of which on the Leased Premises is prohibited by any governmental requirements; and any other substance which by any governmental requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal.
- 17.2 Governing Law. This Master Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 17.3 Multiple Counterparts. This Master Lease may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Master Lease, it shall not be necessary to produce or account for more than one such counterpart, provided that photocopy or facsimile copies of all signatures are produced.
- 17.4 Amendment. This Master Lease may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

- 17.5 Renewal or Extension. The Parties agree that at any time during the Lease Term, a renewal or extension of this Master Lease may be negotiated and entered into by the Parties upon receipt of all required internal approvals of the same.
- 17.6 Approvals. Any approval or consent of the Parties required for any matter under this Master Lease shall be in writing and shall not be unreasonably withheld, conditioned, or delayed unless otherwise indicated in this Master Lease.
- 17.7 Third Party Beneficiaries. Except as otherwise expressly provided in this Master Lease (a) there shall be no third-party beneficiaries of this Lease, and (b) none of the provisions of this Master Lease shall be for the benefit of, or enforceable by, any creditors of the Lessee.
- 17.8 Business Day. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, or by which any closing hereunder must be held, expires on a Saturday, Sunday or legal or bank holiday under the laws of the State of Nebraska or the United States of America, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- 17.9 Confidentiality. The Parties recognize each party may be required to deliver certain proprietary information to the other under the terms of this Master Lease. Each Party, upon receipt from the other Party of any document designated as "Confidential" or "Proprietary" shall use reasonable efforts, subject to compliance with all Applicable Laws to protect the confidentiality of any such document and the information contained therein.
- 17.10 Obligations Running with the Land. All obligations of the University provided herein run with the land comprising the Leased Premises and shall burden such land; it being understood that any owner of such land or any portion thereof shall be subject to the obligations of the University hereunder. In the event such land (or any portion thereof) is ever conveyed, the University shall have the purchaser thereof execute such document as reasonably requested by the Lessee to confirm to the Lessee its assumption of such obligations.
- 17.11 University Representative. The University, acting through the Board of Regents, may delegate certain of its responsibilities under this Master Lease to its duly appointed representatives.
- 17.12 University's Right to Transfer. Lessee agrees that nothing in this Lease shall be construed to prevent University from selling, assigning or otherwise transferring all or any part of University's fee simple interest in the Leased Premises subject to this Master Lease. If University transfers all of University's fee simple interest in the Leased Premises subject to this Master Lease, Lessee agrees that any and all obligations of University under this Master Lease not then accrued shall terminate upon the effective date of such transfer and Lessee hereby releases University from any obligations or covenants under this Master Lease which have not accrued prior to such effective date. The transferee of University's interest shall have the obligation to perform all the obligations and covenants of University under this Master Lease which accrue from and after the effective date of such transfer.

- 17.13 University Liability. Nothing herein shall operate or be deemed to abridge the rights and remedies available to Lessee at law or in equity, or under Nebraska's State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209, *et seq.*; State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294, *et seq.*; or State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302, *et seq.*
- 17.14 Nondiscrimination. Lessee will not discriminate against any employee or applicant for employment (to be employed in performing any of the terms, conditions, covenants, or obligations of Lessee provided in this Lease) with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion sex, age, disability, or national origin.
- 17.15 Interpretation of Master Lease. All Parties and their legal counsel have participated fully in the negotiation and drafting of this Master Lease. This Master Lease has been prepared by all Parties equally and is to be interpreted according to its terms. No inference shall be drawn that this Master Lease was prepared by or is the product of any Party or Parties.
- 17.16 Separate Covenants. Each covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.
- 17.17 Headings. The headings of the various terms and Sections of this Lease have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Lease.
- 17.18 Entire Agreement. This Master Lease, including the exhibits annexed hereto, contains all the representations, promises, agreements, conditions, inducements and understandings between University and Lessee relative to the Leased Premises, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as herein set forth or expressly referenced herein and made a part hereof.
- 17.19 Partial Invalidity. If any term or provision of this Master Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Master Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Master Lease shall be valid and be enforced to the fullest extent permitted by law.
- 17.20 Unitary Transaction. This Master Lease, and any Site Development Leases to be entered into shall constitute a unitary transaction, even though the Parties contemplate a number of years may be required to complete all anticipated actions required in connection with this Master Lease.

- 17.21 Relationship of Parties; Assignment of Claims. This Lease creates only a landlord/tenant relationship, and does not, and shall not be deemed to create a master/servant, agency, partnership, joint venture, or other relationship. Except as provided herein, under no circumstances is Lessee entitled to assign to any third-party rights of action that Lessee may have against the University under this Master Lease.
- 17.22 Recordation of Notice of Interest. A notice of interest, suitable for recordation, shall be executed and acknowledged by the parties hereto simultaneously with the execution of this Master Lease. A form of the notice of interest is attached hereto as **Exhibit “F”**.
- 17.23 Interpretation. The titles of the Sections contained herein are for convenience only and shall not be considered in construing this Master Lease.
- 17.24 Jointly Drafted. The Parties agree that this Master Lease was jointly negotiated and jointly drafted by the Parties, and that it shall not be interpreted or construed in favor or against either party on the ground that said party drafted the Master Lease. The language of this Master Lease shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.
- 17.25 University Marks. Lessee will make no use of any University marks or other trademark or trade name owned by or associated with the University without, in each case, University’s prior written consent. Lessee acknowledges and agrees that University is the owner of the University marks, that the limited right hereunder to use any University marks does not confer upon Lessee any license or right of ownership of any University marks, and all use of any University mark by Lessee will inure to the benefit of University.
- 17.26 Time of Essence. Time is the essence with respect to every term, covenant, and condition herein contained.
- 17.27 Late Payments. If any Party does not pay any amount when due under this Master Lease, then, upon making demand therefor, interest shall accrue at the Interest Rate on such unpaid amount and on amounts due from the University. The term “Interest Rate” means the annual rate of interest equal to the then applicable Prime Rate of interest plus two percent (2%), which is sometimes hereinafter referred to as the “Default Rate of Interest.” “Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or if the Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H. 15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein or any similar release by the Federal Reserve Board (in all events established as of the day the Default Rate of Interest becomes applicable), but in no event in excess of the maximum lawful rate permitted to be charged. Unless a specific time period is otherwise set forth herein, if the University is required to pay the Lessee for any costs, expenses or other amounts, such costs, expenses or other amounts shall be due and payable within forty-five (45) days after the Lessee provides the University with notice of the amount thereof (with reasonable documentation of such amounts).

18. EXHIBITS

The following Exhibits are attached hereto and incorporated by reference into and made a part of this Master Lease:

- 18.1 Exhibit "A" Legal Description and Depiction of Leased Premises
- 18.2 Exhibit "B" Leased Premises Plan
- 18.3 Exhibit "C" Declaration of Covenants, Conditions and Restrictions
- 18.4 Exhibit "D" Not Used
- 18.5 Exhibit "E" Commitment
- 18.6 Exhibit "F" Memorandum of Lease

[Signatures Appear on Following Pages]

University Signature Page to Master Lease of Property

IN WITNESS WHEREOF, the University and Lessee have executed this Master Lease effective as of the Effective Date.

BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA, on behalf of the University of
Nebraska-Lincoln

By: _____
Walter E. Carter, President
University of Nebraska System

Attest: _____
Philip J. Bakken, Corporation Secretary

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

On the _____ day of _____, 2022, before me,
_____, the undersigned Notary Public, personally appeared Walter E. Carter and Philip J. Bakken, personally known to me to be the persons whose names are subscribed to the foregoing Master Lease of Property, and personally known to me to be the President of the University of Nebraska System and Corporation Secretary, respectively, and acknowledged that the same was the act and deed of the Board of Regents of the University of Nebraska and that they executed the same as the act of the Board of Regents of the University of Nebraska for the consideration and purposes recited therein.

Notary Public, State of Nebraska

Printed Name and Commission Expiration Date

Lessee Signature Page to Master Lease of Property

LESSEE:

21 V LLC, a Utah limited liability company

By: WOODBURY CORPORATION,
a Utah corporation,
Its Manager

By: _____
O. Randall Woodbury, President

By: _____
Jeffrey K. Woodbury, Vice President

By: WRK, L.L.C.,
a Nebraska limited liability company,
Its Manager

By: _____
William Scott

ACKNOWLEDGMENT

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

On the _____ day of August, 2022, before me _____, the undersigned Notary Public, personally appeared O. Randall Woodbury and Jeffrey K. Woodbury, to me personally known, who being by me duly sworn did say that they are, respectively, the President and Vice President of Woodbury Corporation, a Utah corporation, the Manager of 21 V LLC, a Utah limited liability company, that executed the foregoing Master Lease of Property, known to me to be the persons who executed said instrument on behalf of said limited liability company.

Notary Public, State of Utah

Printed Name and Commission Expiration Date

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

On the _____ day of August, 2022, before me _____, the undersigned Notary Public, personally appeared William Scott, to me personally known, who being by me duly sworn did say that he is the _____ of WRK, L.L.C., a Nebraska limited liability company, the Manager of 21 V LLC, a Utah limited liability company, that executed the foregoing Master Lease of Property, known to me to be the person who executed said instrument on behalf of said limited liability company.

Notary Public, State of Nebraska

Printed Name and Commission Expiration Date

EXHIBIT A

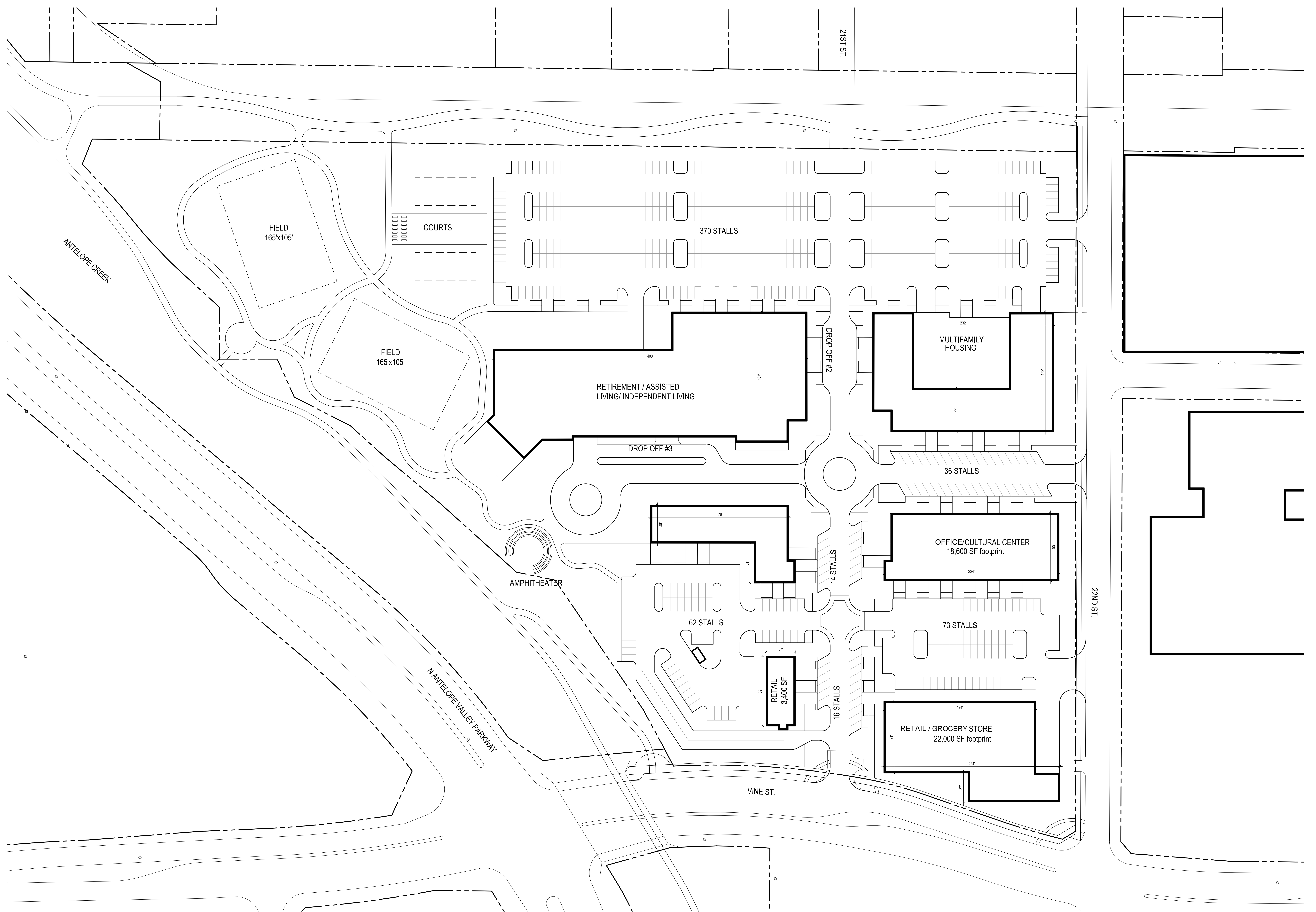
LEGAL DESCRIPTION AND DEPICTION
OF LEASED PREMISES

LOT 1, BLOCK 10, ANTELOPE VALLEY 1ST ADDITION, AS SURVEYED, PLATTED AND RECORDED IN
LANCASTER COUNTY, NEBRASKA



Printed: 7/6/2022

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lanaster.ne.gov and you will be directed to the appropriate department.



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
21ST AND VINE DEVELOPMENT
Lincoln, Lancaster County, Nebraska

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
21ST AND VINE DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this “Declaration”) is made as of the ____ day of _____, 2022, by the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln (“Declarant” or “University”).

WITNESSETH:

WHEREAS, Declarant is the owner in fee of that certain real property located in Lancaster County, Nebraska, more particularly described in Exhibit A and depicted on Exhibit B (the “Property”), upon which Declarant intends, but is not obligated, to develop a multiuse community;

WHEREAS, Woodbury Corporation (“Developer”) is the master lessee of the Property; and

WHEREAS, this Declaration is made to ensure that the Property is utilized in the best interests of the University for purposes of developing and operating the Property in a manner that will be a continuing asset to the University, and to this end, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property and such additions thereto as may hereafter be made pursuant to Section 3 hereof, shall be held, conveyed, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, restrictions, easements, charges and liens (the “Restrictions”). The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns and upon the parties having or acquiring any interest in the Property or any part or parts thereof, and shall inure to the benefit of Declarant and its successors in title to the Property or any part or parts thereof.

1. Definitions.

- 1.1. “Architectural Control Committee” means that entity established pursuant to Section 12 hereof for the purposes therein stated.
- 1.2. “Assisted Living” means congregate housing, including associated Living Units the owners or occupants of which have the benefit of access to goods and services provided by the operator of the congregate care facility to enable those owners or occupants experiencing functional impairments to receive 24-hour personal and health-related services in a place of residence with sufficient structure to meet the care needs in a safe manner.
- 1.3. “Capital Assessment” means the assessment levied by the Developer pursuant to Subsection 11.3 for the purposes of therein stated.

- 1.4. “Commercial Unit” means any structure or portion thereof situated upon a Lot which is designed and intended for use and occupancy for such non-residential purposes as are permitted under these Restrictions. A Commercial Unit may be a condominium unit.
- 1.5. “Common Areas” means any part of the Property that is not designated on a Plat as a Lot, or Improvements owned by the Declarant or the Developer designated as Common Areas, and shall include any Improvements, Paths, non-recreational water features, Detention Areas, and Common Parking Facilities therein located.
- 1.6. “Common Parking Facility” means any parking lot owned, managed, and maintained by the Developer.
- 1.7. “Developer” means Woodbury Corporation, its successors and assigns.
- 1.8. “Curb strip” means the area between a roadway or street and the sidewalk and may be planted with grass and/or plants, including trees.
- 1.9. “Declarant” means the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln.
- 1.10. “Design Guidelines” means the design criteria for the Property which may be developed by the Architectural Control Committee, and which may be revised or amended from time to time by the Architectural Control Committee, and which shall be provided to the Developer upon request.
- 1.11. “Detention Area” means any area engineered to accommodate from time to time surface water drainage.
- 1.12. “General Assessment” means all sums lawfully assessed against each Responsible Party within the 21st and Vine Development pursuant to Subsection 11.1.
- 1.13. “Improvement(s)” shall mean any building or permanent structure constructed on a Lot within the Property, including, but not limited to, the main facility, any outside facility including patios and dining areas, and all retaining walls constructed on a Lot.
- 1.14. “Improvement Owner” means a Person who at the time has or is acquiring legal title to an Improvement on a Lot except a Person who has or is acquiring such title merely as security for the performance of an obligation.
- 1.15. “Infrastructure” means the fundamental facilities and systems serving the Property for public and private use and provided for by the Developer, including but not limited to streets, sidewalks, and irrigation systems.
- 1.16. “Living Unit” means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.

- 1.17. “Lot(s)” means any plot of land intended as a building site shown upon a recorded Plat, any part of the Property designated in a recorded instrument as a “Lot.”
- 1.18. “Maintenance Costs” means all of the costs necessary to keep Common Areas operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or part of any such Common Area, payment of all insurance premiums for public liability, casualty and other insurance maintained with respect thereto, all utility charges relating to such facilities, all taxes imposed on the facility, leasehold, easement, or right-of-way, and any other expense related to the continuous maintenance operation, or improvement of the Common Area.
- 1.19. “Master Plan” means the master site plan of the Property.
- 1.20. “Paths” means those walkways and/or bikeways installed pursuant to Section 6.
- 1.21. “Person” means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- 1.22. “Plat” means a secondary plat of a portion of the Property subdividing the land and depicting Lots, executed by the Declarant or the Developer and recorded in the office of the Lancaster County Register of Deeds.
- 1.23. “Proposed Plans” means any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans, and such other plans and specifications as may be appropriate and any other data or information that the Architectural Control Committee may request with respect to the improvement or alteration of a Lot or the construction or alteration of any Improvement thereon.
- 1.24. “Responsible Party” means the owner or ground lessee of a Lot within the Property.
- 1.25. “Restrictions” mean the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration and the Design Criteria, as the same may be amended from time to time.
- 1.26. “Site Furniture and Facilities” means any furniture, trash containers, artwork, sculptures, or other furniture, fixtures, light fixtures, equipment, or facilities constructed, installed, or placed on the Property by Declarant or Developer and intended for the common use or benefit of some, if not all, Responsible Parties, sub-lessees, owners of Improvements, tenants, and occupants.
- 1.27. “University” means the University of Nebraska.
2. **Declaration.** Declarant hereby expressly declares that the Property, as described in Exhibit A and depicted on Exhibit B, and any additions thereto, pursuant to Section 3 hereof, shall be

held, transferred, and occupied subject to the Restrictions. The Restrictions shall be administered and applied by the Developer, all Responsible Parties, and any Improvement Owner, sublessee, tenant, or occupant of any Improvement on any Lot subject to these Restrictions, (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase or lease thereof, whether from Declarant, the Developer, a Responsible Party or Improvement Owner, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Responsible Party and Improvement Owner acknowledges the rights and powers of Declarant and the Developer with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Developer, Responsible Parties, and current and subsequent Improvement Owners to keep, observe, comply with and perform such Restrictions and agreement. The Developer, with approval of Declarant, shall have the authority to approve, reject, or require modification to any plan or design proposal for development or construction.

3. **Subsequently Acquired Property/Additions to the Property.** In order to ensure the continued vitality and quality of the Property, the Declarant shall have the right to bring within the scheme of this Declaration and add to the Property real estate that is contiguous to the Property. In determining contiguity, public rights of way and waterways shall not be considered.

The additions authorized under this section shall be made by the filing of record of this Declaration with respect to the additional real estate and by filing with the Declarant any revisions to the Master Plan necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the Master Plan shall not bind Declarant to make the proposed addition.

4. **Permitted Uses.**

- 4.1. The Property is an urban mixed-use community, and each Lot within the Property may be developed for commercial, recreational, University, and other similar uses, or a mix thereof, subject to the remaining provisions of the Declaration.

- 4.1.1. Permitted commercial uses are:

- 4.1.1.1. Leisure, including public houses offering food service, brewpubs, restaurants, bakeries, creameries, movie theaters, and cafes;
 - 4.1.1.2. Retail, including retail stores and shops;
 - 4.1.1.3. Services, including finance, insurance, and real estate;
 - 4.1.1.4. Office and office buildings;
 - 4.1.1.5. Short-term lodging facilities, such as a hotel or motel;

- 4.1.1.6. Multifamily residential housing including apartments and Assisted Living;
and
 - 4.1.1.7. Research and development.
 - 4.1.2. Recreational uses include indoor or outdoor athletic facilities or playfields, playgrounds, parks, and any associated amenities.
 - 4.1.3. University uses include any use in furtherance of Declarant's mission of education, research, and service to the State of Nebraska and its people.
- 4.2. Tenant approval by the Declarant. All commercial tenants, lessees, or sub-lessees shall be subject to approval by Declarant. A tenant shall not sublet, license, assign, transfer or convey their interests to a new tenant which has not been approved by Declarant. Notwithstanding the foregoing, it is agreed that the terms "sublet" or "license" as used herein pertain only to a direct transfer or conveyance of tenant's interest in real property or a sublease of the tenancy.
- 5. **Prohibited Uses.** The uses of Lots shall be consistent with this Declaration and consistent with the Permitted Uses. Notwithstanding anything herein to the contrary, none of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Lots unless otherwise approved by the Declarant in its sole discretion:
 - 5.1. Any public or private nuisance;
 - 5.2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
 - 5.3. Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants), fumes, dust or vapors, creates a hazardous condition, or is used in whole or in part, for warehousing or dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose;
 - 5.4. Any use which emits an excessive quantity of dust, dirt or fly ash;
 - 5.5. Any use which could result in, or cause fire, explosion or damaging or a dangerous hazard, including the storage, display or sale of explosives or fireworks;
 - 5.6. Any operation primarily used as a storage facility, or assembly, manufacture, distillation, refining, smelting, agriculture or mining operations;
 - 5.7. Any mobile home or trailer court, auction house, labor camp, junkyard, mortuary, funeral home, stock yard, or animal raising;

- 5.8. Any automobile, truck, trailer, or recreational vehicle sales, rental, leasing, or body and fender repair operation;
- 5.9. Any flea market and/or swap meet or second hand or surplus store;
- 5.10. Any commercial endeavor which conducts, markets, promotes, or sells items or activities of a sexually oriented nature;
- 5.11. Any business whose predominant operation is car wash, vehicle service facility or vehicle body repair, paint, refinishing, or parts and equipment cleaning business, or a convenience or fuel store.
- 5.12. Any establishment selling illegal drug related paraphernalia or paraphernalia related to the use or consumption of products containing or derived from plants of the Cannabis genus;
- 5.13. Any business whose predominant operation is the retail sale of tobacco (predominant shall mean retail gross sales of these 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 violations of law;
- 5.14. Any central laundry, dry cleaning plant or pickup, or laundromat;
- 5.15. Any gambling facility or operation;
- 5.16. Any nightclub, standalone bowling alley, cigar bar, vape shop, tobacco store, payday lender, or retail establishment that predominantly sells prepackaged alcoholic beverages or products containing or derived from plants of the Cannabis genus;
- 5.17. A liquor store selling alcoholic beverages for consumption off the premises, but excluding micro-brewing establishments that sells 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;
- 5.18. The retail sale of alcoholic beverages for consumption on the premises if such use, in the opinion of Declarant or Developer, has an unreasonable pattern of unlawful disturbances or alcoholic beverage law violations;
- 5.19. Any business involving the sale of weapons, illegal activities, or sale of any illegal goods or products.
- 5.20. Any stand alone outdoor advertising signs or billboards shall not be permitted upon the property, except monument or directional signage as determined by the Developer without the express written consent of Declarant;

5.21. 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.

5.22. Any establishment providing the same or similar educational or academic services Declarant or directly or indirectly engaged in postsecondary education.

6. **Common Areas.** Title to all Common Areas is held by the Declarant. The Developer shall be responsible for maintaining all Common Areas and the Maintenance Costs thereof shall be assessed as a General Assessment against each Responsible Party. The Developer may, but is not obligated to construct, install, or place civic buildings, parks, recreational facilities, underground utility facilities, Site Furniture and Facilities, Paths and path lighting, planting structures, Common Parking Facilities, fountains or other non-recreational water features, or Detention Areas on Common Areas as it deems desirable and necessary. Any such Improvement made to or installed on a Common Area shall be a Common Area. The use of Common Areas shall be subject to such reasonable rules, regulations, and use fees as the Developer may impose which are not inconsistent with the provisions of this Declaration.

6.1. **Common Parking Facilities.** The Developer shall maintain any Common Parking Facilities located in the Property, including any exterior and interior landscaping, and the Maintenance Costs thereof shall be assessed as a Capital and Infrastructure Assessment.

6.2. **Paths and Path Lights.** The Developer may, but is not obligated to, install Paths and path lights at the approximate locations depicted in the Master Plan, or Plat and may reserve easements for such purpose over and across Lots. If installed, the Developer shall operate and maintain the Paths and path lights and the Maintenance Costs thereof shall be assessed as a General Assessment against all Responsible Parties. The Developer may adopt such rules and regulations with respect to the use of the Paths as it may deem appropriate including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

6.3. **Non-recreational water features and Detention Areas.**

6.3.1. **Development.** Declarant and Developer have the right to develop any non-recreational water feature or Detention Area located within the Property, including the right to alter the size and configuration thereof (as a result of which, the non-recreational water features and Detention Areas may vary from that depicted on the General Plan of Development attached as Exhibit B hereto).

6.3.2. **Maintenance.** Developer shall be responsible for maintaining all non-recreational water features and Detention Areas. The Maintenance Costs of any non-recreational water features and Detention Areas shall be assessed as a General Assessment against all Responsible Parties.

6.3.3. Use. Each Responsible Party, Improvement Owner, sublessee, tenant, occupant shall indemnify and hold harmless Declarant, the Developer and other Responsible Parties or Improvement Owners against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a non-recreational water feature or Detention Area. Declarant and Developer shall have no liability to any person with respect to any non-recreational water feature or Detention Area, the design, depth, pool level, water quality or use thereof or access thereto, or with respect to any damage to any Lot resulting from a non-recreational water feature or Detention Area, or the proximity of a Lot thereto, including loss or damage from erosion.

7. **Compliance.** All new Improvements or material modifications to existing Improvements located on any Lot within the Property shall comply with these Restrictions.

8. **Improvements.**

8.1. Design and Plan Approval. No improvement shall be constructed, erected, expanded, or altered on any Lot or portion thereof until the plans and specifications for the same (including suite layout, exterior building materials and colors, landscaping and parking layouts) have been approved in writing by the Architectural Control Committee and all required permits have been obtained. Except as detailed in this Declaration, all buildings shall be designed so that the exterior elevation for each shall be architecturally and aesthetically compatible. The design and construction on all Lots shall be in accordance with the Proposed Plans approved by the Architectural Control Committee and in complete and full compliance with (i) any and all governmental requirements and all applicable ordinances, and (ii) all restrictive covenants of record. Each Responsible Party agrees to cause its respective architect to work in good faith with the Architectural Control Committee so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity.

8.2. Screening. Any rooftop equipment shall be screened from public view from adjacent public streets and in a manner satisfactory to the Architectural Control Committee. Any trash facility shall be screened from public view from adjacent streets on all four sides in a manner satisfactory to the Architectural Control Committee.

8.3. Signs. All signs shall be subject to the approval of the Architecture Control Committee and in all events shall comply with any and all governmental requirements and applicable ordinances.

9. **Grant of Easements.** Subject to the terms of this Declaration, Declarant hereby grants and conveys the following non-exclusive easements appurtenant in, to, over, and across the Common Areas for the benefit and use of all Responsible Parties:

9.1. Parking Easements. A nonexclusive easement in, to, over, and across the portions of Common Areas developed as Common Parking Facilities for the vehicles of owners,

tenants, and invitees. Shared parking areas shall be subject to such reasonable rules and regulations as the Declarant or Developer may impose with respect thereto.

- 9.2. Access Easements. A nonexclusive easement in, to, over, and across the Common Areas, including driveways, perimeter roads and access ways for vehicular and pedestrian ingress and egress, and access and the right of access over established circulation elements between the public streets and perimeter roads and access ways and any Lot.
- 9.3. Access Easements – Signage. A nonexclusive easement in, to, under, over, and across the Common Areas, for the installation and maintenance of pylon or monument sign structures to be located on the Lots.
- 9.4. Utility Easements. A nonexclusive easement in, to, over, and across the Common Areas for the benefit of and appurtenant to each other for the purposes of installation of sewer, water, gas pipes and systems, electrical power conduits, telephone conduits, lines and wires, and other public utilities below the ground surface at a location or locations reasonably approved in writing by the Architectural Control Committee.
- 9.5. Drainage. A nonexclusive easement in, to, over, and through the drainage patterns and systems for reasonable surface drainage purposes. Declarant shall have the right to designate and change the location or nature of any Detention Area. Declarant hereby declares, creates, and establishes a perpetual, non-exclusive right-of-way and easement to dispose of storm water to and through the point of entry onto the City right-of-way or to any subsequent locations.

10. Maintenance and Management of the Property.

- 10.1. Maintenance Obligations of Developer. Developer shall be responsible for the landscaping and maintenance, including mowing any grass, of all Common Areas and the Curb Strip portion of each Lot, in good and clean condition and repair, to the same extent as a Responsible Party as provided in sub-paragraphs 10.2.1 through 10.2.9, with the exception of watering the Curb Strip portion of each Lot. All Maintenance Costs shall be assessed as a General Assessment against all Responsible Parties.
- 10.2. Responsible Party Maintenance Obligations. Responsible Parties shall be responsible at all times to maintain their Lot in good and clean condition and repair, including, without limitation, the following:
 - 10.2.1. Maintaining, repairing and resurfacing, when necessary to ensure functionality and safety, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;

- 10.2.2. Removing all papers, debris, filth and refuse from the Lot and washing or thoroughly sweeping such property to the extent reasonably necessary to keep such property in a clean and orderly condition;
 - 10.2.3. Removing snow and ice from sidewalks and within 24 hours following the end of snowfall. Placing snow on any street, sidewalk, or right-of-way is prohibited;
 - 10.2.4. Placing, painting, maintaining, and replacing and repainting, as and when necessary to ensure safety, all directional signs, markers, striping and pedestrian crossings;
 - 10.2.5. Operating, maintaining, repairing and replacing, when necessary to ensure full functionality and safety, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts;
 - 10.2.6. Maintaining all landscaped areas, excluding any curb strip; watering all landscaped areas to include any curb strip; maintaining, repairing and replacing, when necessary to ensure full functionality, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary to maintain aesthetics, function, and safety;
 - 10.2.7. Maintaining, repairing and replacing, when necessary to ensure full functionality and to maintain aesthetics and safety, all fences, walls or barricades;
 - 10.2.8. Maintaining, repairing and replacing, when necessary to ensure full functionality, all storm drains, sewers, lift stations and other utility lines not dedicated to or maintained by Developer, or by the public or conveyed to any public or private utility which are necessary for the operation of the improvements located in the Property;
 - 10.2.9. Maintaining in full force and effect commercially reasonable insurance; and
 - 10.2.10. Supervising traffic at entrances and exits if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow.
- 10.3. Duty to Maintain. Each Responsible Party shall be responsible for the maintenance, insurance and lighting of its Lot. In the event any Responsible Party defaults in the performance of such obligations, the Developer shall have the right (but shall not be obligated), either itself or through a third-party contractor, to perform the obligations of the defaulting Responsible Party and bill the defaulting party for the expenses incurred. Developer, may but is not obligated to, offer and establish reasonable fees for the performance of all maintenance obligations of the Responsible Party and/or snow removal from the Lot of a Responsible Party.

- 10.4. Indemnity Against Liens. Each Responsible Party shall indemnify, defend, protect and hold all other Responsible Parties, Improvement Owners, sublessees, and tenants harmless for, from and against any and all claims in connection with any and all liens arising out of any work performed, materials furnished to, or obligations incurred by such Responsible Party in connection with the operation and maintenance of the Lot for which it is responsible.

11. Assessment and Assessment Liens.

11.1. General Assessments.

- 11.1.1. Purpose of Assessment. The General Assessment levied by the Developer shall be used exclusively to promote the recreation, health, safety, and welfare of Responsible Parties and occupants of units and for the improvement, maintenance, repair, replacement, and operation of Common Areas.

11.1.2. Basis for Assessment.

11.1.2.1. Commercial Lots.

- 11.1.2.1.1. Each unimproved commercial Lot shall be assessed at a uniform rate without regard to whether a Commercial Unit, multifamily structure, or multiuse structure has been constructed upon the Lot, except that Developer shall waive with respect to such undeveloped Lot that part of any assessment that is attributable to services that are provided only with respect to improved Lots.

- 11.1.2.1.2. Each commercial Lot upon which a multifamily structure has been constructed shall be assessed at a rate equitably determined by the Developer which takes into account the number of living units located on the Lot.

- 11.1.2.1.3. Each commercial lot upon which one or more commercial units have been constructed shall be assessed at a rate equitably determined by the Developer which takes into account the gross square footage of the commercial unit.

- 11.1.2.2. Assisted Living. Each Lot used for Assisted Living shall be assessed at a rate equitably determined by the Developer which takes into account the number of Living Units located on the Lot and the use made by the Responsible Parties or occupants of such Living Units.

- 11.1.2.3. Lots Used by Declarant. No Lot used by Declarant shall be assessed by the Developer except such Lots as have been improved by the construction thereon of Living Units or Commercial Units, which improved Lots shall be subject to assessment as provided in subsections 11.1.2.1 and 11.1.2.1.2;

provided however, Lots improved by the construction thereon of any Common Area shall in no event be subject to assessment.

11.1.3. Method of Assessment. The Developer shall, on the basis specified in Subsection 11.1.2, fix the General Assessment for each assessment year at an amount sufficient to meet the obligations imposed by this Declaration. The Developer shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

11.1.4. Allocation of Assessment. Certain of the costs of maintaining, operating, restoring or replacing the Common Areas may be allocated among Responsible Parties on the basis of the location of the lands and improvements constituting the Common Areas and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration are to be borne by all Responsible Parties shall first be allocated to all Responsible Parties. Costs and expenses which in accordance with the provisions of this Declaration are to be borne by the Responsible Parties of certain Lots shall then be allocated to the Responsible Parties of such Lots, including the costs associated with the performance by the Developer of a Responsible Party's maintenance obligations as provided by Subsections 10.2 and 10.3. The provisions of subsection 11.1.2 shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Living Units or Commercial Units, multifamily structures, or multiuse structures be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses. Costs of any services provided by the Developer to individual Lots shall not be included in the General Assessment of any Lot the Responsible Parties of which has elected to obtain the same service directly from a service provider.

11.2. Architectural Control Assessment. If any Responsible Party or Person acting for or on behalf of, or pursuant to the authorization or acquiescence of, a Responsible Party fails to comply with the requirements for construction of Improvements, landscaping, and other building activities or maintenance of a Lot (including the filing of a Proposed Plan) and/or the provisions of Sections 4, 5, or 12 of this Declaration, then the Developer may levy against the Responsible Party's Lot an Assessment in an amount determined by the Developer which does not exceed the greater of (i) Five Hundred Dollars (\$500.00) for each day that such failure continues after written notice thereof is given by Declarant or the Developer to such Responsible Party or (ii) One Hundred Thousand Dollars (\$100,000.00). Such assessment shall constitute a lien upon any Improvement or the leasehold interest of such Responsible Party and may be enforced in the manner provided in subsection 11.5. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to Declarant and/or the Developer provided in this Declaration, at law or in equity in the case of the failure of a Responsible Party to comply with the provisions of this Declaration.

- 11.3. Capital Assessments. The Developer shall have the right and power to assess Capital Assessments to construct, reconstruct, or replace Improvements in the Common Area or Infrastructure within the Property and to provide for the Maintenance Costs associated with the maintenance of Common Parking Facilities. Any such Capital Assessment shall be allocated to all Responsible Parties whose Lots derive a substantial benefit from the Capital Improvement or Infrastructure, as determined in the reasonable discretion of the Developer, except that the Developer may allocate a portion of the Maintenance Costs of Common Parking Facilities which serve another Common Area and the amount so allocated shall be a General Assessment against all Responsible Parties as determined pursuant to Subsection 11.1. All Capital Assessments shall become due and payable on such date or dates as designated in the written notice to the Responsible Parties.
- 11.4. Covenant to Pay Assessments. Each Responsible Party, by acquiring ownership of a Lot or executing a ground lease for a Lot, is deemed to covenant and agree to pay all assessments set forth in this Declaration.
- 11.5. Effect of Nonpayment of Assessment; Remedies. If any assessment or any installment of any assessment is not paid within thirty (30) days after the same is due, the Developer, at its option, upon fifteen (15) days' prior written notice to the Responsible Party, may (a) declare the entire unpaid balance immediately due and payable, and (b) charge interest on the entire unpaid balance (or on an overdue installment alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law unless a lower rate is agreed upon in an existing ground lease with such Responsible Party.
- 11.6. Lien for Assessment. Assessments, together with interest and costs, shall be a charge and continuing lien in favor of the Developer upon the leasehold interest in the Lot against which each such assessment is made. At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed against such leasehold interest with the Lancaster County Register of Deeds. The lien provided for herein shall remain valid until released or satisfied in the manner provided by law in Nebraska.
- 11.7. Non-Use. No Responsible Party may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area, or any part thereof, or by abandonment of its leasehold interest.

12. Architectural Control Committee.

- 12.1. Establishment. The Architectural Control Committee has been established and shall consist of three members. Two members shall be appointed by the Declarant and one member shall be appointed by the Developer. Each member shall serve at the pleasure of the entity appointing such member and may be replaced by such entity at any time upon notice to the remaining members. The Architectural Control Committee shall meet as required at such place and at such time as is mutually agreeable to the members thereof.

- 12.2. Purpose. The Architectural Control Committee shall regulate the external design, appearance, use, location, and maintenance of the Property, and all of the Improvements thereon in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, Improvements, landscaping, and topography, to implement the development standards and guidelines set forth in any zoning ordinance and to assure compliance with the Design Guidelines, if any, established by the Developer and the Declarant.
- 12.3. Proposed Plans. Before commencing the construction, addition, installation, modification, demolition or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fixture, or any other structure or temporary or permanent improvements within the Property (except for interior construction or remodeling), the Responsible Party for the Lot upon which such improvement is considered shall provide to the Architectural Control Committee for its approval the Proposed Plans. The Architectural Control Committee shall adopt, by majority vote, appropriate procedures for plan submission, review and approval. Approval of plans shall require the affirmative vote of two members of the Architectural Control Committee. The Architectural Control Committee shall apply the procedures for plan submission, review and approval in a fair, uniform, and reasonable manner and shall exercise discretion in the performance of their duties, consistent with the discretion inherent in the design review process. In disapproving any Proposed Plan, the Architectural Control Committee shall furnish the applicant with specific reasons for such disapproval and may suggest modifications to such plans which would render the Proposed Plan acceptable to the Committee if resubmitted.
- 12.4. Consultants. The Architectural Control Committee may retain outside consultants to assist it in its activities, and may charge reasonable fees for plan review.
- 12.5. Waiver and Variance. A Responsible Party may petition the Architectural Control Committee to waive compliance with or grant a variance to any of the Restrictions set forth in Sections 3 through 6 of this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Control Committee is hereby given the power to waive or grant a variance to any such Restrictions upon such request and upon a finding by the Architectural Control Committee that such request is in conformity with the general scheme for the development of the Property. Such waiver or variance may be conditioned by the Architectural Control Committee upon the satisfaction of conditions or performance requirements set by the Architectural Control Committee. Such waiver or variance shall be effective only upon the unanimous consent of the Architectural Control Committee. Notwithstanding any other provision contained herein, if the Architectural Control Committee shall fail to approve or disapprove any such request for waiver or variance within ninety (90) days after such request has been submitted to the Architectural Control Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Control Committee takes further action on the same, if ever.

- 12.6. Appeal. A decision of the Architectural Control Committee, made pursuant to Subsections 12.3 and 12.5 may be appealed to the Board of Directors which may reverse or modify such decision by a majority vote of the Directors then serving.
- 12.7. Governmental Approvals and Permits. To the extent reasonable, the Architectural Control Committee shall assist any party whose proposed plan has been approved in obtaining required approvals and permits from any governmental authority. The Architectural Control Committee's approval of plans and specifications as described herein in no way relieves any party from obtaining any required approvals and permits from any governmental authority.
- 12.8. Liability of Committee. Neither the Architectural Control Committee or any member or agent thereof, neither Declarant nor Developer be responsible for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto. The Architectural Control Committee does not make, and shall not be deemed by any approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- 12.9. Inspection. Members of the Architectural Control Committee or agents authorized by the Architectural Control Committee may inspect work being performed at any time to assure compliance with proposed plans, these Restrictions and any applicable regulations.
13. **Enforcement and Remedies for Violation**. Upon a violation or breach of any of the Restrictions set forth in this Declaration, the Declarant and the Developer, shall have the right to enforce or compel, by proceeding at law or in equity, compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Neither the Declarant nor Developer shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions set forth in this Declaration.
14. **Interpretation**. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural.
15. **Duration**. The Restrictions contained in this Declaration are for the mutual benefit and protection of the present and future Responsible Parties, Improvement Owners, Developer, and Declarant, and shall run with the land and bind any Responsible Party, Improvement Owner, sublessee, tenant, subtenant or occupant of any land subject to this Declaration, their respective successors and assigns, in perpetuity. It is expressly agreed that no breach of this Declaration shall (a) entitle any party to cancel, rescind or otherwise terminate this Declaration or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Property.

16. **Waiver.** No delay or omission on the part of the Architectural Control Committee, Declarant, Developer, or a Responsible Party in exercising any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Control Committee, Declarant or Developer for or on account of its failure to bring any action on account of any breach under this Declaration.
17. **Severability.** Every one of the provisions of this Declaration is hereby declared to be independent of, and severable from, the remainder of the provisions and from every other one of the provisions. In the event any one or more of the provisions of this Declaration is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other provisions herein, but all of the remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.
18. **Amendment.** This Declaration may be amended at any time by written agreement of Declarant.

IN WITNESS WHEREOF, Declarant and Developer have executed this Declaration on the date set forth below.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

WOODBURY CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____
(date) by _____ of **THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**, a public body corporate and governing body of the University
of Nebraska-Lincoln, on behalf of said public body.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
(date) by _____ of **WOODBURY CORPORATION**,
a Utah Corporation, on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

Exhibit A

Description of the Property

[To be added upon completion of plat]

Exhibit B

General Plan of Development

COMMITMENT FOR TITLE INSURANCE

**Issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

By:



TitleCore National, LLC
8701 West Dodge Road, Suite 150
Omaha, NE 68114

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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Transaction Identification Data for reference only:

Issuing Agent: TitleCore National, LLC
Issuing Office: 8701 West Dodge Road, Suite 150
Omaha, NE 68114
Issuing Office's ALTA® Registry ID: 0004443
Issuing Office File Number: 22-112854-C
Property Address: 2100 Vine Street, Lincoln, NE 68503
Revision Number:

SCHEDULE A

1. Commitment Date: June 27, 2022 8:00AM

2. Policy or Policies to be issued:
- a. 2006 ALTA Owner's Policy
Proposed Insured: TBD
Proposed Policy Amount:
Premium:
 - b. 2006 ALTA Loan Policy
Proposed Insured: TBD
Proposed Policy Amount:
Premium:
 - c. Endorsements to be issued:

Lender's Policy Endorsements

ALTA Form 13.1-06 Leasehold - Loan (ORT 4319) \$25.00

Owner's Policy Endorsements

ALTA Form 13-06 Leasehold - Owner's (ORT 4320) \$25.00

3. The estate or interest in the Land described or referred to in this Commitment is:
4. The Title is, at the Commitment Date, vested in:
Board of Regents of the University of Nebraska, a Nebraska corporation
5. The Land is described as follows:
Lot 1, Block 10, Antelope Valley 1st Addition, as surveyed, platted and recorded in Lancaster County, Nebraska.

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SCHEDULE B, Part I**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Loan documents from TBD, executed by its authorized manager, member or officer(s) in accordance with its articles of organization, operating agreement and any amendments thereto, in favor of Hills Bank & Trust, securing a specific stated amount or maximum indebtedness. (NOTE: If the loan document to be recorded is a Deed of Trust/Trust Deed, the Revised Statutes of Nebraska Section 76-1003 state that the Trustee of a trust deed shall be: (a) a member of the Nebraska State Bar Association or a licensed real estate broker of Nebraska; (b) any bank, building and loan association, savings and loan association or credit union authorized to do business in Nebraska under the laws of Nebraska or the United States; (c) any corporation authorized to conduct a trust business in Nebraska under the laws of Nebraska or the United States; or, (d) any title insurer authorized to do business in Nebraska under the laws of Nebraska; and, the trustee of a trust deed shall not be the beneficiary named in the trust deed unless the beneficiary is qualified to be a trustee under subdivisions (b) or (c) above. If a non-qualified trustee is named in the Deed of Trust/Trust Deed, appropriate exception will be made thereto in the final loan policy to be issued hereunder.)
5. Recording of Lease by Board of Regents of the University of Nebraska, a Nebraska corporation as Lessor and TBD as Lessee, creating a Leasehold Interest, and filed for record in the office of the Register of Deeds of Lancaster County, Nebraska. Full copy of Lease must be provided to Title Company.
6. Evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices or other action required under applicable law or the organizational documents of TBD, with regard to the subject transaction and the execution of all documents pertaining thereto have been conducted, given or properly waived.
7. Address the payment of all taxes and assessments, levied and assessed against subject property, which are due and payable.

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8. Execution of the Certificate Regarding Owner by the titleholder. Title Company reserves the right to revise the final owner and/or loan policy proformas and owner and/or loan policies if the Certificate Regarding Owner discloses matters which become an exception to the policy. TITLE COMPANY SPECIFICALLY REQUIRES ALL WORK BE DONE AND INVOICES PAID FOR PRIOR TO CLOSING OR WE CAN NOT INSURE BY DELETING THE STANDARD EXCEPTION FOR MECHANICS LIENS ON THE OWNERS POLICY.
9. Order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment. Title Company reserves the right to make further requirements upon review of the property and/or owner disclosed on an updated search.

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SCHEDULE B, PART II**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

3. Vacation of alley with reservation of right of way for all sewer and water pipes, all electric wires, electric pole lines, pole lines, and all underground conduits and the right to enter the alley at any time for the construction, maintenance, and repair of such, as set forth in the Ordinance No. 1903 recorded July 1, 1921 at [Book 226 Page 440](#) of the records of Lancaster County, Nebraska.
4. Terms and provisions of those perpetual right-of-way and easements for the clearing, trenching for, laying, constructing, maintaining and repairing conduit for the extension of Antelope Creek as set forth in the Right-of-Way Easement documents granted to Sanitary District #1 of Lancaster County, Nebraska recorded October 31, 1940 at Book 20 Page [440](#), [441](#), [442](#), and [443](#) of the records of Lancaster County, Nebraska.
5. Terms and provisions of those easements for right of way for the purpose of widening, deepening, straightening and lining Antelope Creek and thereafter repairing same, as set forth in the Easement documents granted to Sanitary District Number One of Lancaster County, Nebraska recorded January 29, 1958 at [Book 66 Page 175](#)

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and [Book 66 Page 195](#) of the records of Lancaster County, Nebraska.

a. Assignment recorded at [Book 91 Page 557](#).

6. Terms and provisions of that reserved perpetual easement for drainage of surface waters and pole line, with reasonable right of entry for the purpose of constructing, repairing and maintaining same, together with a sight clearance easement and an easement for utilities, as set forth in the Nebraska Quitclaim Deed in favor of Chicago, Rock Island and Pacific Railroad Corporation recorded July 31, 1968 at [Book 731 Page 642](#) of the records of Lancaster County, Nebraska.
7. Reservation of an easement for the continued maintenance, operation and use of all conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, with reasonable right of entry for the purpose of repairing, reconstructing and replacing same, in the Nebraska Quitclaim Deed in favor of Chicago, Rock Island and Pacific Railroad Company recorded September 14, 1970 at [Instrument No.: 70-8674](#) of the records of Lancaster County, Nebraska. Additionally, reservation of all coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying said premises together with the right to explore or drill for same as set forth therein. The Company makes no representation as to ownership of such interest.
8. Reservation of such title, rights, easements, and privileges as it may deem necessary as set forth in the Petition to Vacate Public Way in favor of Outboard Marine Corporation recorded September 17, 1979 at [Instrument No.: 79-30223](#) of the records of Lancaster County, Nebraska.
9. Terms and provisions of that easement for sanitary sewers, storm sewers, water service, and electrical lines as set forth in the Permanent Easement granted to the City of Lincoln, Nebraska recorded February 17, 1982 at [Instrument No.: 82-2210](#) of the records of Lancaster County, Nebraska.
10. Reservation of rights and interests under that unrecorded Easement Agreement dated October 1, 1984 as set forth in the Special Warranty Deed granted to Chicago Pacific Corporation recorded March 21, 1985 at [Instrument No.: 85-6519](#) of the records of Lancaster County, Nebraska. Additionally, reservation of the exclusive right to grant temporary or perpetual nonexclusive easements with a reasonable right of entry thereto for communications systems and other systems transmitting electromagnetic energy as set forth therein. As clarified by Easement Clarification Agreement recorded December 1, 1986 as [Instrument No. 86-40471](#).
11. Terms and provisions set forth in the Certificates of Completion recorded September 17, 2008 at Instrument Nos. [2008043551](#) and [2008043552](#) of the records of Lancaster County, Nebraska.
12. Terms and provisions of that sidewalk easement with the right of ingress and egress as set forth in the Easement granted to The Board of Regents of the University of Nebraska recorded November 19, 2008 at [Instrument No.: 2008052241](#) of the records of Lancaster County, Nebraska.

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13. Terms and provisions set forth in the Ordinance No. 19194 vacating portions of streets and alleys recorded February 17, 2009 at [Instrument No.: 2009007463](#) of the records of Lancaster County, Nebraska. (Parcel F therein)
14. Terms and provisions of that permanent easement with right of ingress and egress as set forth in the Easement for Electric Lines and/or Underground Electric Facilities granted to Lincoln Electric System, Windstream Nebraska, Inc., Time Warner Entertainment - Advance/Newhouse, and Unite Private Networks, L.L.C. recorded May 18, 2009 at [Instrument No.: 2009025949](#) of the records of Lancaster County, Nebraska. (pp. 5-6 therein)
15. All Rights-of-Way, Easements, Restrictions and Setback lines, if any, and Boundary Lines, which are shown by Plat and Dedication of Antelope Valley 1st Addition recorded July 6, 2010 at [Instrument No.: 2010028184](#) of the Records of Lancaster County, Nebraska, including but not limited to easements granted for the installation and maintenance of utilities as shown.
16. Terms and provisions set forth in Ordinance No. 19398 vacating a portion of North 21st Street recorded October 7, 2010 at [Instrument No.: 2010044574](#) of the records of Lancaster County, Nebraska.
17. Releases and waiver of rights set forth in the Petition to Vacate Public Way with Release and Waiver of Rights and Title and Quitclaim Deed to City of Lincoln recorded October 7, 2010 at [Instrument No.: 2010044575](#) of the records of Lancaster County, Nebraska.
18. Reservation of easements for storm sewer purposes as set forth in the Quitclaim Deed in favor of the City of Lincoln, Nebraska recorded April 8, 2011 at [Instrument No.: 2011016224](#) of the records of Lancaster County, Nebraska.
19. Terms and provisions of those easements for the right and authority to construct, reconstruct, and repair a public sewer as set forth in the Sewer Right of Way Deed documents granted to the City of Lincoln, Nebraska recorded December 31, 2017 at [Book 204 Page 185](#) and [Book 204 Page 289](#) of the records of Lancaster County, Nebraska.
20. Subject to any and all unrecorded leases, contracts, and/or verbal agreements.

For information purposes only:

County records indicate the street address of the subject property is: 2100 Vine Street, Lincoln, NE 68503

Note: Last Vesting Deed(s), outlining the date the current owner(s) took title and subsequent deeds, if any:

Quitclaim Deed recorded April 8, 2011 at [Instrument No.: 2011016224](#)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I – Requirements; and
 - (f) Schedule B, Part II – Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

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- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

TitleCore National, LLC

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that is collected about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of TitleCore National, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any question about our Privacy Policy Notice, please contact us by writing to:

TitleCore National, LLC
8701 West Dodge Road, Suite 150
Omaha, NE 68114

EXHIBIT F

FORM OF MEMORANDUM OF LEASE

**This instrument was prepared by,
and after recording, return to:**

21 V LLC
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

STATE OF NEBRASKA

COUNTY OF LANCASTER

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereinafter referred to as the “Memorandum”) is entered into this _____ day of August, 2022 by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA** on behalf of the **UNIVERSITY OF NEBRASKA - LINCOLN** (hereinafter referred to as “Lessor”); and **21 V LLC**, a Utah limited liability company (hereinafter referred to as “Lessee”).

BACKGROUND

Lessor has demised to Lessee, and Lessee has leased from Lessor, a tract of land situated in Lancaster County, Nebraska as more particularly described and shown on **Exhibit 1** attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as the “**Leased Premises**”), and granted access rights upon and in accordance with the terms set forth in that certain MASTER LEASE OF PROPERTY for TWENTY-FIRST & VINE (hereinafter called the “**Master Lease**”) dated of even date herewith between Lessor and Lessee, which Lease is expressly incorporated herein by reference and made a part hereof as though fully set forth herein.

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

All members of the general public are hereby placed on notice of inquiry as to the specific provisions of this Master Lease, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Lancaster County, Nebraska, in lieu of recording the entire Master Lease, which Master Lease contains, without limitation, the following provisions:

A. Description of Premises. See **Exhibit 1** attached hereto.

- B. Term. The Master Lease is for an initial term beginning at 12:01 a.m. on August 12, 2022 (“Term Beginning Date”) and of a duration of thirty-five (35) years ending at midnight on August 11, 2057 (“Term Expiration Date”), unless sooner terminated or extended. Provided Lessee is not in default at the end of the then-current term, Lessee may extend the term of this Master Lease for up to three (3) additional periods of five (5) years each. Notwithstanding the foregoing, and except as specifically provided otherwise herein, the Term Expiration Date shall be the date on which all such Site Development Leases have expired or been terminated.
- C. Termination of this Memorandum. This Memorandum shall terminate on the earlier of the parties’ execution and recordation of a Memorandum of Termination and the expiration or earlier termination of the Master Lease.
- D. Captions and Capitalized Terms. Caption headings are inserted herein only as a matter of convenience and reference and in no way serve to define, limit, or describe the scope or intent of, or in any way affect, the Master Lease or this Memorandum. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Master Lease.
- E. Affirmation of Master Lease. This Memorandum is executed for recording purposes only and is not intended to alter or amend the terms of the Master Lease. In the event of a conflict between this Memorandum and the Master Lease, the Master Lease shall control.
- F. Counterparts. This Memorandum may be executed at different times and in any number of counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Memorandum of Lease effective as of the Effective Date.

[Signatures appear on the following pages.]

Lessor's Signature Page to Memorandum of Lease

THE UNIVERSITY OF NEBRASKA, acting by and
through the BOARD OF REGENTS

By: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss:
COUNTY OF LANCASTER)

On the _____ day of _____, 2022, before me, _____, the undersigned Notary Public, personally appeared _____, personally known to me to be the person whose name is subscribed to the foregoing Memorandum of Lease, and personally known to me to be the _____, and acknowledged that the same was the act and deed of the _____ and that she executed the same as the act of the _____ for the consideration and purposes recited therein.

Notary Public, State of Nebraska

Printed Name and Commission Expiration Date

Lessee Signature Page to Memorandum of Lease

LESSEE:

21 V LLC, a Utah limited liability company

By: WOODBURY CORPORATION,
a Utah corporation,
Its Manager

By: _____
O. Randall Woodbury, President

By: _____
Jeffrey K. Woodbury, Vice President

By: WRK, L.L.C.,
a Nebraska limited liability company,
Its Manager

By: _____
William Scott

ACKNOWLEDGMENT

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

On the _____ day of August, 2022, before me _____, the undersigned Notary Public, personally appeared O. Randall Woodbury and Jeffrey K. Woodbury, to me personally known, who being by me duly sworn did say that they are, respectively, the President and Vice President of Woodbury Corporation, a Utah corporation, the Manager of 21 V LLC, a Utah limited liability company, that executed the foregoing Master Lease of Property, known to me to be the persons who executed said instrument on behalf of said limited liability company.

Notary Public, State of Utah

Printed Name and Commission Expiration Date

[illegible]

On the _____ day of August, 2022, before me _____, the undersigned Notary Public, personally appeared William Scott, to me personally known, who being by me duly sworn did say that he is the _____ of WRK, L.L.C., a Nebraska limited liability company, the Manager of 21 V LLC, a Utah limited liability company, that executed the foregoing Master Lease of Property, known to me to be the person who executed said instrument on behalf of said limited liability company.

Notary Public, State of Nebraska

Printed Name and Commission Expiration Date

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

MEETING DATE: August 11, 2022

SUBJECT: Program Statement for the renovation and expansion of the Health and Kinesiology building for the REACH program at UNO

RECOMMENDED ACTION: Approve the Program Statement for the renovation and expansion of the Health and Kinesiology building for the REACH program at UNO

PREVIOUS ACTION: None

EXPLANATION: The project will renovate existing unused spaces within the building into functioning space for REACH programs. The project will renovate approximately 27,000 existing square feet and add approximately 6,200 square feet of infilled floor space. The space within the existing building will primarily be used for laboratories, supporting space, and spaces for graduate students. In addition to the renovated spaces, approximately 8,500 square feet of new space is planned for classrooms and meeting areas that will also create a new ADA accessible entry into the program with adjacent parking and access to complimentary programs in the Biomechanics Research Building.

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

PROJECT TIMELINE: Proposed start of construction December 2022
Proposed completion of construction August 2024

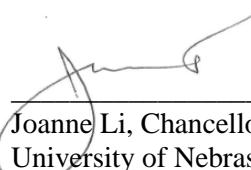
PROJECT COST: Project Budget \$ 10,000,000

ON-GOING FISCAL IMPACT: Estimated Additional Operating and Maintenance \$ 10,000-20,000
Annual 2% Depreciation Assessment \$ 200,000

SOURCE OF FUNDS: State LB384 funds

SPONSOR: Carol A. Kirchner
Vice Chancellor for Business and Finance

RECOMMENDED:


Joanne Li, Chancellor
University of Nebraska at Omaha

DATE: July 14, 2022

Program Statement

Project Name: LB384 Renovation for REACH

Campus: University of Nebraska at Omaha

Date: August 11, 2022

Prepared by: NU Facilities, Planning & Capital Programs, REACH, RDG Planning & Design

Campus Project No.: 13991

1. Introduction

A. Background and history

The creation of REACH (Research, Engagement, and Collaboration Hub) requires the renovation and expansion of a portion of the Health and Kinesiology Building (H&K). This initiative supports the mission of our metropolitan university to transform and improve the quality of life locally, nationally, and globally. Beyond UNO, this initiative will contribute to workforce development and provide solutions that address critical issues in the state, nation, and world through translational research, student development and experiential learning, and community engagement.

The need for the project results from space limitations for research, student training, and community engagement at H&K due to the increased number of innovative research and practice projects from increased enrollment, external grant funding, and program productivity. New space is a major priority to enable the school to continue to grow and develop academic, research, and community engagement programs.

This project will facilitate current and future growth needs through new laboratories, academic, and collaboration spaces. Additionally, REACH will provide a new and welcoming entrance from Elmwood Park to the UNO campus, a new entryway for the School of Health and Kinesiology, alleviate privacy concerns for research participants, and consolidate research and teaching labs into a dedicated space to facilitate student and faculty collaboration across disciplines.

Faculty from the school of H&K began working on this project in early 2020 by forming a vision for expansion to meet current and emerging needs. The UNO Senior Vice Chancellor's Office provided support to conduct an initial feasibility study and develop plans and renderings for the new space in early 2021.

B. Project description

The project will renovate existing unused spaces within the 1980 building into functioning space for REACH programs. The project will renovate approximately 27,000 existing square feet and add approximately 6,200 square feet of infilled floor space. The space within the existing building will primarily be used for laboratories and supporting space for Physical Activity in Health Promotion, Midlands Sexual Health Research Collaborative, Exercise and Vascular Physiology Labs, Sports Medicine, and spaces for graduate students. In addition to the renovated spaces, approximately 8,500 square feet of new space is planned for classrooms and meeting areas that will also create a new ADA accessible entry into the program with adjacent parking and access to complimentary programs in the Biomechanics Research Building.

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Program Statement

C. Purpose and objectives

The purpose of the project is to prepare REACH for long-term success and address current facility issues.

The objectives of the project are to:

- 1) Renovate the vacant racquetball courts and practice area into functional program space and laboratories.
- 2) Expand and consolidate Physical Activity in Health Promotion Labs (PAHP).
- 3) Expand and consolidate Exercise and Vascular Physiology Labs.
- 4) Expand and consolidate Sports Medicine Labs.
- 5) Provide consolidation of REACH services into a single area of campus with an identifiable ADA accessible public entry with parking.
- 6) Expand and Consolidate the Midlands Sexual Health Research Collaborative spaces to increase operational efficiency and public health training opportunities.
- 7) Provide additional conference rooms and other spaces for student and public use.
- 8) Provide space for graduate student workspace.
- 9) Add approximately 10 faculty offices and support space in a single location on campus.

2. Justification of the Project**A. Data that supports the funding request**

Between 2019 and 2021, student enrollment in the School of Health and Kinesiology increased overall by 9.76 percent, with dramatic increases in undergraduate programs, the Athletic Training graduate program, and the shared doctoral program with Biomechanics. This increase occurred even with the elimination of two bachelor's degree programs (Athletic Training and Recreation/Leisure Studies). The school experienced a decrease in the number of Master of Arts/Sciences students in the Health and Kinesiology degree program.

***Enrollment Data (Number of Students) as of Census Day in Fall of Each Year;
Percentage Change between 2019 and 2021***

Unit/Degree	2021	2020	2019	% Change
School of Health and Kinesiology	450	421	410	+9.76%
Athletic Training, Master of Arts	28	27	22	+27.27%
Biomechanics and Kinesiology, PhD	32	24	19	+68.42%
Health and Kinesiology, Master of Arts or Science*	31	37	51	-39.22%
Kinesiology, Bachelors	252	237	205	+22.93%
Public Health, Bachelors	101	91	89	+13.48%
Public Health, Minor**	38	30	22	+72.73%
Sports Medicine, Minor**	35	16	1	+3400.00%

* Concentration in biomechanics was discontinued with the addition of the MS in Biomechanics housed in the Department of Biomechanics.

** Excluded from the overall growth increase at the school level.

LB384 Renovation for REACH

Program Statement

REACH presents an opportunity to continue to build enrollment, particularly in graduate programs (enhanced recruitment opportunities, hands-on research, and increased funding for student support).

B. Alternatives considered

The REACH Lab requires that several key criteria are met.

- The program needs to be located adjacent to existing supporting programs in the School of Health and Kinesiology.
- A new entry dedicated for the REACH Labs is required.
- Parking needs to be adjacent to the front door of REACH.

Three other options were explored as a part of this effort:

- 1) Locate the project near the main entry on the northwest corner. This was not a viable option, as there is no space available in this area and, although there is parking in this location, it could not be dedicated for REACH use.
- 2) Relocate the weight area of the current School of Health and Kinesiology on the south side of the building. This would not allow an entry or parking for the REACH and would require the current use to be relocated to other areas of the building.
- 3) Renovate the current racquetball courts and supporting sports space on the southeast corner of the building. It was determined that the existing space would accommodate some but not all of the program requirements and there were challenges to creating an accessible entry within the building. Additionally, the floor-to-floor heights would not allow enough space for mechanical and ductwork construction, and many of the labs required double-height space. This space would not allow enough square footage to accommodate the program.

3. Location and site considerations

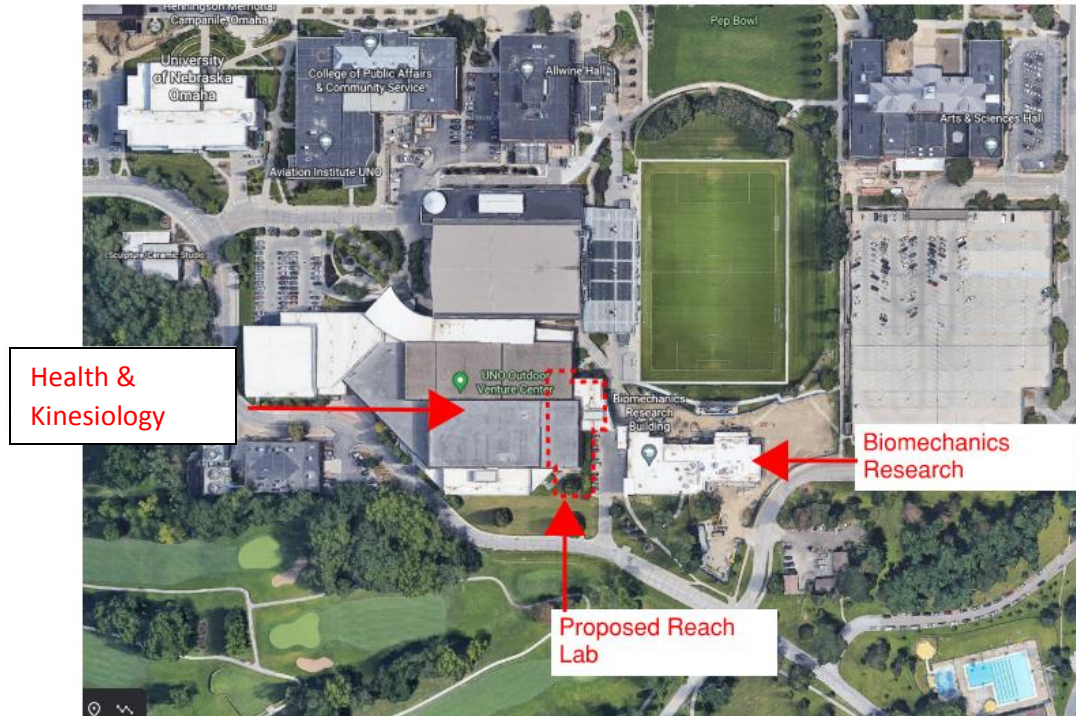
A. County: Douglas.

B. Town or campus: University of Nebraska Omaha.

C. Proposed site: The UNO School of Health and Kinesiology located on the south side of the main UNO campus.

LB384 Renovation for REACH

Program Statement



D. Statewide building inventory:

Health and Kinesiology Building (U014)

Asset Number: 28971

Tag Number: 51ZZ0037100B

E. Influence of project on existing site condition

1) Relationship to neighbors and environment

The project location at the southeast corner of the H&K Building will not fundamentally change the relationship of H&K to its surrounding buildings. It will, however, provide an identifiable front door for the REACH, solve ADA entry issues, and allow convenient access to connected programs both in H&K and adjacent buildings.

2) Utilities

Existing steam and chilled water utility connections will be reused. No new piped site utilities are planned at this time. The normal and emergency electrical services and associated site utilities will be relocated as necessary to accommodate the new electrical services.

3) Parking and Circulation

The project will not alter existing parking counts, vehicular parking or pedestrian circulation. Service access to the building will remain north of the new REACH entry in its current location. Service access will remain active during construction.

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Program Statement

4. Comprehensive Plan Compliance

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

Investing in Nebraska's Future: Strategic Framework 2014-2016 includes the following objectives:

- 1) *(Goal 1) The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.*
- 3) *(Goal 3) The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.*
- 4) *(Goal 4) The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.*

B. Consistency with the agency comprehensive capital facilities plan

The project supports the following Campus Facility Development Plan goals:

- 1) Plan for increased undergraduate, graduate, and on-line enrollment.
- 2) Increase campus density within existing boundaries.
- 3) Create an identifiable character.
- 4) Develop learning communities with responsive academic facilities.
- 5) Foster innovative partnerships.
- 6) Enhance the campus perimeter and gateways.
- 7) Integrate planning for sustainable buildings and landscapes.

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

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: *"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."*

5. Analysis of existing facilities

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

Physical Activity in Health Promotion (PAHP): The PAHP Lab is dedicated to working with the community to help individuals of all ages be more physically active. With this, they have active research across various stages of the translation science spectrum. This Lab also supports research in motor development, adaptive physical education, and people with disabilities.

Midlands Sexual Health Research Collaborative (MSHRC): MSHRC conducts innovative research, provides evidence-based education, mentors students and sexual health professionals, and engages the community in initiatives to support sexual health and wellbeing.

Exercise and Vascular Physiology: This laboratory is funded primarily by the Department of Defense, and thus its research is used to help soldiers in the field with a focus on improving athletic and muscular endurance and performance in extreme climates. Specific weather conditions

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Program Statement

can be recreated in the lab's environmental chamber—a specially-designed room with controls for temperature, humidity, and altitude. In addition to those programs, it also includes a community services component that includes state-of-the-art research equipment. The existing space is undersized with no room for growth.

Sports Medicine: The UNO Sports Medicine Research Lab seeks to understand contemporary issues in sports medicine and orthopedics through innovative research practices. Specifically, the faculty and students study the prevention, assessment, treatment, and rehabilitation of a variety of musculoskeletal conditions. The current space is dispersed throughout the building which splits the program and decreases efficiency. The program will also benefit from a larger open space for greater motion capture capabilities as the current laboratory space is split between two adjoining rooms.

B. Square footage of existing areas

Space Description	Space Use Code	Existing NSF
Unclassified	000	1,505
Classroom Facilities	100	0
Class Lab Facilities	200	11,424
Office Facilities	300	0
Study Facilities	400	0
Special Use Facilities	500	902
General Use Facilities	600	0
Support Facilities	700	0
Circulation	WWW	5,874
Restrooms + Custodial	XXX	496
Mechanical, Utilities and Shafts	YYY	1,024
Space Use Category Totals		
Total Existing Space		21,225

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

The existing space was formerly used for racquetball and sports courts is primarily vacated and will be converted into usable sports and performance labs or support space for REACH use.

D. Physical deficiencies

The affected portion of the H&K Building and small addition will receive a building infrastructure update. By upgrading mechanical and electrical functions, and complying with ADA and Building Code regulations, the building will remain a viable building on campus. The following items will be addressed:

- A new entry addition will be constructed to solve current ADA access challenges.
- There is no natural lighting into the existing spaces.
- Mechanical, electrical, and technology systems will require reconfiguration of the existing recreation space to add zoning for the revised space program. The existing fume hood exhaust system does not meet NFPA 45 standard for lab exhaust termination.

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E. Programmatic deficiencies

Many of the departments within REACH overview are scattered across campus and within the School of Health and Kinesiology. Not only are they inefficient from a use standpoint, but the various components are also difficult to find by the public they are intended to serve. By co-locating many of the functions, it will increase both student and public accessibility. In the current configuration, each of the departments have limited growth opportunities, student and public wayfinding is poor, and inefficiencies in department operations and communications is ongoing.

F. Replacement cost of existing building

The replacement cost for the entire School of Health and Kinesiology Building is \$53,346,564.

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

The main activities within this building will be space for Physical Activity in Health Promotion, Midlands Sexual Health Research Collaborative, Exercise and Vascular Physiology, and Sports Medicine. Shared conferencing and classroom functions, as well as graduate student office space, are included. Final program relationships will be determined in the design phase.

2) Projected occupancy/use levels**Personnel projections**

Included with enrollment projections in the following chart.

Describe/justify projected enrollments/occupancy*Current Occupancy*

<i>Group/Lab Name</i>	<i>Professional</i>			<i>Students*</i>			<i>Total</i>
	<i>Faculty</i>	<i>Staff</i>	<i>Post-Docs</i>	<i>Doctoral</i>	<i>Masters</i>	<i>Under Graduate</i>	
Physical Activity in Health Promotion	3	0	0	2	4	6	15
Midlands Sexual Health Research Collaborative	4	1	0	0	2	1	8
Exercise Physiology/Vascular Lab	2	1	1	4	7	9	24
Sports Medicine/Athletic Training	3	0	0	1	4	2	10
Adaptive Physical Activity	3	0	0	0	1	0	4

* Includes paid and unpaid students

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Program Statement

Future Projected Occupancy

<i>Group/Lab Name</i>	<i>Professional</i>			<i>Students*</i>			<i>Total</i>
	<i>Faculty</i>	<i>Staff</i>	<i>Post-Docs</i>	<i>Doctoral</i>	<i>Masters</i>	<i>Under Graduate</i>	
Physical Activity in Health Promotion	4	0	0	3	5	8	20
Midlands Sexual Health Research Collaborative	5	1	1	1	4	6	18
Exercise Physiology/ Vascular Lab	4	2	2	4	10	12	34
Sports Medicine/ Athletic Training	4	0	0	4	8	6	22
Adaptive Physical Activity	4	0	0	0	8	8	20

*Includes paid and unpaid students

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

Space Description	Space Use Code	Renovated NSF	New NSF	Total NSF For Project
Exercise Physiology				
Exercise Lab – Aerobic	250	1200		1200
Env. Cont./Storage	255	200		200
Exercise Lab - Strength	250	1200		1200
Str. Storage	255	140		140
Environmental Chamber	250	200		200
Subject Recovery Room	650	200		200
Exam Room 1	850	200		200
Exam Room 2	850	260		260
Workshop	720	300		300
Office/Secure File Storage	310	200		200
Wet Lab	250	1000		1000
Freezer	255	115		115
Cell	255	115		115

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Program Statement

Space Description	Space Use Code	Renovated NSF	New NSF	Total NSF For Project
Body Composition	250	200		200
Men's Locker Room	690	300		300
Women's Locker Room	690	300		300
Subtotal		6130		6130
Sports Medicine				
Sport Medicine	250	1700		1700
EEG Room	850	200		200
Exam Room	850	160		160
Supplies	870	60		60
Subtotal		2120		2120
Physical Activity in Health Promotion				
Motor Development Lab	250	600		600
Observation Mezzanine	255		450	450
Storage	255	50		50
Observation/Viewing	255	75		75
Adaptive Physical Activity	250	750		750
Physical Activity in Health Promotion Lab	250	900		900
PAHP Conference	350	300		300
PAHP Support (Family RR, Lactation, and Waiting)	315	800		800
Subtotal		3475	450	3925
MSHRC				
MSHRC	310	450	450	900
Office	310	100		100
Office	310	100		100
MSHRC Storage	315	440		440
MSHRC Storage	315	1000		1000
Subtotal		2090	450	2540
General Use/Community				
Large Classroom	110	1500		1500

LB384 Renovation for REACH

Program Statement

Space Description	Space Use Code	Renovated NSF	New NSF	Total NSF For Project
Storage	115	170		170
Academic Space	110	750		750
Academic Space	110	850		850
Graduate Student Offices	310	200	1700	1900
10 People	350	800		800
6 People	350	340		340
Media/Video Recording Studio	525		300	300
Modular Lab Space	210	600		600
Treatment	850	260		260
Check In/Vestibule Entry/Waiting Area	310	350		350
Multi-Purpose Space	110	450		450
Storage	115		250	250
Storage	115		100	100
Subtotal		6270	2350	8620
Office Space				
Office	310	3750		3750
Workroom	315	100		100
Subtotal		3850		3850
Services				
Circulation	WWW	3000	670	3670
Circulation	WWW	3000	670	3670
Restroom (L1)	XXX	400		400
Telecom	YYY	105		105
Electrical	YYY	615		615
Stair (Existing L-2)	WWW	985		985
Janitor	XXX	153		153
Restroom (L2)	XXX	255		255
Restroom (L2) - south	XXX		550	550
Recycle	730	135		135
Building Storage	730	480		480

LB384 Renovation for REACH

Program Statement

Space Description	Space Use Code	Renovated NSF	New NSF	Total NSF For Project
Elevator + Lobby	WWW	278		278
Elevator Equip	YYY	115		115
Receiving	730	440		440
Stair (Existing L-2)	WWW	985		985
Subtotal		4946	550	5496
Net Square Feet				36,170
Gross Square Feet				41,596
Efficiency				85%

2) Basis for square footage/planning parameters

NU space standards, benchmarking data from similar facilities, and good architectural practice.

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

	Existing	Proposed	Difference
Net Square Feet	21,225	36,170	14,945
Gross Square Feet	27,133	41,790	8,480

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

The current space in Health and Kinesiology consists primarily of vacated racquetball courts and golf training space. As vacated space, it is underutilized or not used at all. The project will change this into usable space for REACH.

2) Demolition

Minor interior demolition of the racquetball courts will be required, as well as some minor exterior penetrations to accommodate the new addition and windows.

3) Renovation

The existing vacant sports courts will be repurposed into Sports and Performance Labs and support space for REACH. Approximately 6,200 square feet of new floor will be infilled at the two-story courts.

LB384 Renovation for REACH

Program Statement

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

A significant amount of equipment is planned to be relocated from the following program areas.

- 1) Body composition lab.
- 2) Wet lab.
- 3) Offices.
- 4) Workshop.
- 5) Exam room.
- 6) Subject recovery.
- 7) Environmental chamber.
- 8) Strength exercise lab.
- 9) Aerobic exercise lab.

B. Additional Equipment

1) Fixed equipment

Fixed equipment will primarily be purchased new and will be further defined during design.

2) Movable equipment

Any additional movable equipment is limited in nature and planned to be purchased new.

3) Special or technical equipment

The majority of REACH's special or technical equipment for the following programs will be purchased new. A complete equipment list is provided in accompanying documentation.

- Motor development lab.
- Adaptive physical activity.
- Exercise/vascular physiology.
- Sports medicine/athletic training.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

Type II-A (IBC)

Type II(111) (NFPA)

B. Heating and Cooling Systems

The existing heating and cooling system will be reconfigured to serve the revised program space. New air handling equipment including laboratory exhaust fans will be provided to serve the addition. New and reconfigured systems will be connected to the existing building steam and chilled water.

C. Plumbing System

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Program Statement

The existing building plumbing systems including domestic hot water will be extended and reconfigured to serve the revised program space. Special plumbing connections will be provided for lab equipment including environmental room and point of use water processing.

D. Electrical System

The existing building electrical infrastructure will be extended to serve the new program areas. A fully-addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, and control ventilation dampers as required by code.

E. Life Safety/ADA

The facility will be renovated in accordance with the International Codes 2012 edition, all applicable NFPA 101-2000 code references, the 2010 ADA Standards for Accessible Design, the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code.

F. Security

Building security including the installation of card access at desired locations, surveillance cameras, and other physical security measures to be determined during the design process.

G. Sustainability

The project will meet the University of Nebraska's requirements to be LEED Certifiable.

H. Historic or architectural significance

There are no historic considerations for this project.

I. Artwork

The State of Nebraska 1% for Art Program requirement is applicable.

J. Phasing

The project will be completed in one phase.

K. Future work

None.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The programming architect developed the opinion of probable construction cost for this project with input from the construction community. Cost estimates were normalized to the Omaha market area. Additionally, the cost estimates were validated with an independent cost estimate provided by Building Cost Consultants.

LB384 Renovation for REACH

Program Statement

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

The project cost estimate was prepared in May 2022. The cost estimate assumes a 20 percent inflation for the project duration with design anticipated to start in August 2022, construction in April 2023, and project completion in August 2024

3) Net and gross square feet

The areas indicated include only the portions of the School of Health and Kinesiology Building that will be affected by the renovation/addition.

Net Square Feet 36,170

Gross Square Feet 41,790

4) Project cost per net and gross square feet

\$ 276 / NSF

\$ 241 / GSF

5) Construction cost per gross square feet

\$208/ GSF

B. Total project cost

Construction	
General Construction	\$ 8,200,000
Fixed Equipment	58,000
In-House Construction	7,000
Construction Contingency	385,000
TOTAL CONSTRUCTION COSTS	\$ 8,650,000
Non-Construction	
Project Planning	\$ 45,000
Professional Consultant Fees	791,500
Professional In-house	291,300
Equipment - Capital	0
Equipment - Non-Capital	0
Land Acquisition	0
Artwork	104,500
Other	47,000
Non-Construction Contingency	70,700
TOTAL NON-CONSTRUCTION COSTS	\$ 1,350,000
TOTAL PROJECT COST	\$ 10,000,000

C. Fiscal impact based on first full year of operations

LB384 Renovation for REACH
Program Statement

1) **Estimated additional operational and maintenance costs per year**

The financial impact will be over \$10,000/year but less than \$20,000/year.

2) **Estimated additional programmatic costs per year**

The financial impact will be over \$10,000/year but less than \$20,000/year.

D. Fiscal impact based on annual assessment

Annual 2% depreciation assessment contribution by UNO into the university facilities renewal, renovation, replacement and repair project fund.

2% of total project cost shall be: $2\% \times 10,000,000 = \$200,000$

10. FUNDING

A. Total funds required:

\$10,000,000

B. Project funding sources:

Funding Sources	Amount	% Total
State funds	10,000,000	100%
Total	\$10,000,000	100%

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY 2022-2023	\$61,000
FY 2023-2024	\$1,090,595
FY 2024-2025	\$8,848,405

11. TIMELINE

A.	Program Statement	August 2022
B.	Start Design	August 2022
C.	Construction Manager Selection	October 2022
D.	Early Packages	December 2022
E.	Intermediate Design Review	January 2023
F.	GMP Execution	April 2023
G.	Completion of Construction	August 2024

LB384 Renovation for REACH

Program Statement

H. Occupancy

August 2024

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is required.

B. Method of Contracting:

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

Construction Manager at Risk was selected for several key reasons:

- The area of site available for construction is very limited. The existing dock and building access/exiting will need to be maintained and planned for. Selecting the construction manager early in the process will assist in overall project planning and allow the processes to be built into the project's design.
- Inflation and pricing management in the current environment is having a dramatic impact on project costs and schedule. Construction Manger input early in the process will allow informed choices during design providing the best value.
- Material availability is a challenge in the current construction industry affecting all projects. Construction Manger input early in the process will assist the design team in selecting materials that are readily available to meet the schedule.

TO: The Board of Regents Addendum XI-B-7
Business and Finance Committee

MEETING DATE: August 11, 2022

SUBJECT: Program Statement for Roskens Hall renovation for the STEM TRAIL program at UNO

RECOMMENDED ACTION: Approve the Program Statement for Roskens Hall renovation for the STEM TRAIL program at UNO

PREVIOUS ACTION: None

EXPLANATION: This project will renovate the Plaza Level of Roskens Hall. The renovation will make a relatively unusable and inflexible space on campus into useful and engaging areas through interactive, active learning classrooms; multi-functional space; and flexible research and collaboration spaces.

Renovation of the exterior entry from the existing plaza on the east will also be included in this project. The plaza entry façade will be modified to provide better wayfinding for the STEM TRAIL Center and to be more welcoming and open. The exterior plaza and stairs will be replaced as needed.

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

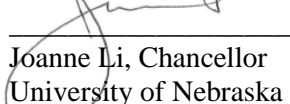
PROJECT TIMELINE: Proposed start of construction November 2022
Proposed completion of construction January 2024

PROJECT COST: Project Budget \$ 5,000,000

ON-GOING FISCAL IMPACT: Estimated Additional Operating and Maintenance \$ 0
Annual 2% Depreciation Assessment \$ 100,000

SOURCE OF FUNDS: State LB384 funds

SPONSOR: Carol A. Kirchner
Vice Chancellor for Business and Finance

RECOMMENDED: 
Joanne Li, Chancellor
University of Nebraska at Omaha

DATE: July 14, 2022

Program Statement

Project Name: LB384 STEM TRAIL Center Renovation
Campus: University of Nebraska at Omaha
Date: August 11, 2022
Prepared by: NU Facilities, Planning & Capital Programs, College of Education, Health, and Human Sciences, UNO STEM Teaching, Research, and Inquiry-Based Learning (TRAIL) Center, Holland Basham Architects, Weitz Company
Campus Project No: 13990

1. Introduction

A. Background and history

During the summer of 2019, the University of Nebraska at Omaha (UNO) established the STEM Teaching, Research, and Inquiry-Based Learning (TRAIL) Center as the campus headquarters for STEM Initiatives. The UNO STEM TRAIL Center represents an interdisciplinary, community-based approach with a regional, national, and international impact, engaging an extensive network of UNO faculty across all colleges, and their many local, state, national and international collaborators.

Its activities and influence are growing exponentially. These activities include workshops on teaching (for faculty, in-service, and pre-service teachers), engagement activities (with community members at-large), research speaker series, and nationally respected workshops to support research excellence. The Center also hosts events for undergraduate and graduate students. These events for target audiences are recurring and take place weekly. Therefore, it is important to establish a more permanent home that can facilitate the range of activities that the Center provides, offer a storefront approach so individuals can be directed to a singular place that embodies the quality of the NU system, and have adequate signage to further aid in the branding and welcoming feel of the UNO STEM TRAIL Center.

Since its inception, the UNO STEM TRAIL Center has hosted events using spaces all over campus and the community. However, it does not have a central location or presence.

B. Project description

This project will renovate the Plaza Level of Roskens Hall. The renovation will make a relatively unusable and inflexible space on campus into useful and engaging areas through interactive, active learning classrooms; multi-functional space; and flexible research and collaboration spaces.

The Center's participants conduct research that spans the STEM disciplines, as well as other collaborating disciplines, which require flexible workspaces, quiet rooms for interviews and focus groups, as well as the opportunity to provide training on more complex science instrumentation. The current large lecture hall on the Plaza Level of Roskens Hall contains three rotating platforms that no longer function, leaving the space permanently divided into four, separate, uniquely shaped, teaching spaces. This area will be transformed into an active learning classroom and wet lab with a multi-functional event space. The event space can flex from lecture seating to active learning pods to function as an additional teaching space or as breakout spaces for the Teaching Lab or Classroom.

The current computer labs to the north contain outdated computer equipment and are no longer used for that function. Classes simply work around them while using the projection capabilities. These rooms will be renovated into open office spaces for faculty, staff, and graduate research assistants. There will also be small conference rooms for performing teaching research interviews and focus groups. The space will provide flexibility to adapt as new teaching and research methods are discovered.

Renovation of the exterior entry from the existing plaza on the east will also be included in this project. The plaza entry façade will be modified to provide better wayfinding for the STEM TRAIL Center and to be more welcoming and open. It will be one of the first showcase spaces commuters see as they travel west on Dodge Street. The new entry would also increase the amount of natural

LB384 STEM TRAIL Center Renovation**Program Statement**

daylight that enters the space. The exterior plaza and stairs will be replaced as needed.

C. Purpose and objectives

The purpose of the project is to establish a permanent home for the UNO STEM TRAIL Center that can facilitate the range of activities that the Center provides as it currently does not have one. It would allow the Center to showcase the evolving leadership within the community by UNO for STEM workforce development, its national reputation, and to accommodate the expansion in attendance demand. This project includes renovation of the Plaza Level of Roskens Hall into a functioning education and research space to teach and highlight the interdisciplinary research being conducted across campus as well as host events and training for the nation.

The objectives of the project are to:

- 1) Establish a permanent home for the UNO STEM TRAIL Center.
- 2) Renovate the existing large lecture hall on the Plaza Level of Roskens Hall, that no longer functions as designed, into a usable, flexible, and accessible teaching and research space.
- 3) Provide a storefront, visible from Dodge Street, and adequate signage to further aid in the branding and welcoming feel of the UNO STEM TRAIL Center, so individuals can be easily directed to a singular place for events involving campus, community, and visiting individuals from across the nation.
- 4) Upgrade the mechanical system serving the Plaza Level of Roskens Hall.
- 5) Improve accessibility of the Plaza Level of Roskens Hall by leveling out the existing auditorium's sloping floors to meet today's standards.
- 6) Repair the exterior plaza.

2. Justification of the Project**A. Data that supports the funding request**

The STEM TRAIL Center is highly entrepreneurial. It sought \$40 million in grant funding in the FY2021. The group is actively working at transforming teaching innovation and impact and is working to contribute to a long-term STEM-prepared, STEM-engaged workforce by engaging lifelong learners. All the operating and programming needs for the Center are exclusively extramurally funded (i.e., non-state-aided), and as such, this initiative supports a strong return on investment, including in the form of indirect returns, thanks to having a physical space on campus.

Similarly, the space is underutilized due to the current dysfunction of the nearly 50-year-old physical space. The renovation of the Plaza Level of Roskens Hall will allow for the creation of several new classrooms, which will include innovative technology to recruit students and faculty to campus, while similarly meeting the ever-increasing demands for STEM classrooms on campus.

B. Alternatives considered

Several alternative sites have been considered to house the STEM TRAIL Center, including but not limited to the Thompson Alumni Center, Kayser Hall, and the Peter Kiewit Institute. The Roskens Hall Plaza Level was deemed the most appropriate space for the needs of the STEM TRAIL Center, as well as for the campus longer-term. Its location within Roskens Hall, which is a hub for UNO's undergraduate and graduate teacher preparation, is also an advantage for UNO's support of P12 education. Nearly 60% of Omaha's teachers are produced by UNO from the programs initiated in this building.

Roskens Hall's location supports the ease of bussing in youth participants, the accessibility of public transit for research fellows, the ability to host speakers with ease, and the opportunity to welcome community members for larger events that include outdoor spaces near the main area of programming. This space is also highly conducive to research that involves human subjects, as there are multiple entrances and exits to preserve participant anonymity.

As part of the study behind this project, a plan was proposed for the greenspace between Roskens and

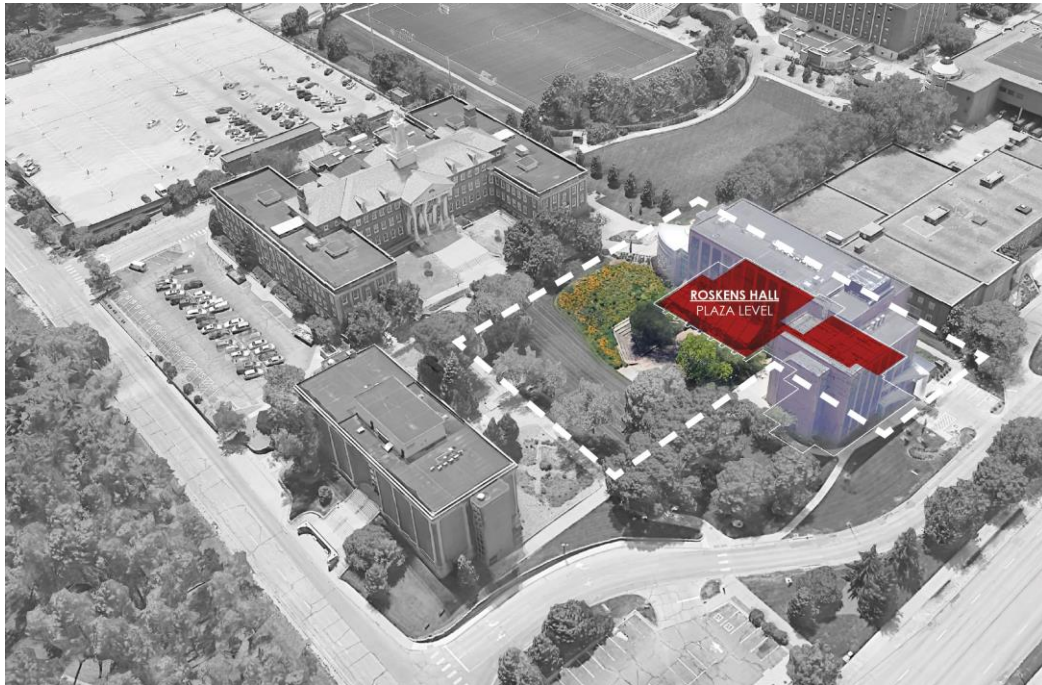
LB384 STEM TRAIL Center Renovation

Program Statement

Kayser halls to be regraded to create an accessible path from the main campus arterial down to the Roskens Plaza. This would further allow for outdoor learning to occur immediately adjacent to the STEM TRAIL Center.

3. Location and site considerations

- A. County: Douglas
- B. Town or campus: Dodge Campus
- C. Proposed site



D. Statewide building inventory:

Roskens Hall

Asset: 28964

Tag: 51ZZ0036400B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

Roskens Hall is located south of University Drive North with high visibility from Dodge Street. It is bordered by the campus axis to the south and the main eastern campus circulation on the west that connects to the East Parking Garage. To the east, is a large greenspace that is bordered by Kayser Hall and Arts and Sciences Hall.

2) Utilities

Existing utility corridors around the building will be maintained and reused.

3) Parking and Circulation

Parking and Circulation will be unchanged. Parking lots A and W are in short walking distance. These lots and University Drive North and East facilitate visitors and busses when they are coming for events at the Center. The East Parking Garage is also nearby and can be utilized. Visitors would primarily use the new entrance in the plaza on the east side of Roskens Hall.

LB384 STEM TRAIL Center Renovation

Program Statement

4. Comprehensive Plan Compliance

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

Investing in Nebraska's Future: Strategic Framework 2014-2016 includes the following objectives:

- "1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate, and professional education.*
- b. Increase the percentage of Nebraska high school graduates (the state "college-going rate") who enroll at and graduate from the university.*
 - i. Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.*
- c. Increase the diversity of those who enroll at and graduate from the university, employing measures permitted by state and federal law.*
 - i. Engage in partnerships with other higher education institutions, K-12, and the private sector to increase diversity of students who seek a post-secondary education, employing measures permitted by state and federal law.*
- d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.*
- e. Promote adequate student preparation for success in higher education.*
 - i. Engage in pilot programs with Nebraska high schools for development of high school academies in partnership with the university.*
 - ii. Provide timely and usable information to middle school students, parents, teachers, and school administrators.*
- g. Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths, and entrepreneurship.*
 - i. The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus."*

The UNO STEM TRAIL Center is actively working to contribute to a STEM-prepared, STEM-engaged workforce long-term by engaging lifelong learners. Local students are introduced at an early age and kept connected through activities into their college years. Guest Speaker events open to the public encourage learners of all ages to participate.

The Center keeps programming affordable since all the operating and programming needs for the Center are exclusively extramurally funded.

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

- a. Increase external support for research and scholarly activity.*
 - i. Increase federal support for instruction, research and development, and public service.*
- b. Increase undergraduate and graduate student participation in research and its application.*
- c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.*
- d. Improve the quantity and quality of research space through public and private support."*

The mission of the UNO STEM Priority is to advance student understanding and success in the STEM disciplines, to support faculty collaboration and professional development in STEM research and education, and to aggressively lead community partnerships focused on increasing STEM capacity, competency, innovation, and literacy at all levels for the betterment of the metropolitan, regional, national, and international communities.

LB384 STEM TRAIL Center Renovation**Program Statement****B. Consistency with the agency comprehensive capital facilities plan**

This project supports the following guiding principles and planning concepts from the 2013 Campus Facilities Development Plan:

- 1) *Plan for increased undergraduate, graduate, and on-line enrollment.*
- 2) *Develop learning communities with responsive academic facilities.*
- 3) *Foster innovative partnerships.*
- 4) *Enhance the campus perimeter and gateways.*
- 5) *Consider partnerships to better utilize shared community amenities.*
- 6) *Accommodate parking at the perimeter of campus neighborhoods while providing accessible and visitor routes.*

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

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “*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 creates a functional, well-utilized, safe, accessible, cost-effective, well maintained, and flexible to the changing needs of the institutions’ teaching and research programs and the people served. The proposed project will also renew the Plaza Level of Roskens Hall to meet future needs and accessibility concerns by creating more space for research as noted in Chapter 7.

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

UNO STEM TRAIL Center is a campus hub for UNO’s STEM events, and the College of Education, Health and Human Sciences, the College of Arts and Sciences, and the College of Information Science and Technology have collectively supported its growth by contributing a rotating Dean to help supervise the Center. With this new space utilization, the Center will be able to be hosted by all three colleges, but particularly hosted by the College of Education, Health and Human Sciences, which calls Roskens Hall home. The Center’s interdisciplinary and community-based activities also involve every college on campus in one or more collaborative initiatives, and many different initiatives for the three lead colleges. Any STEM related teaching and research could occur in this space. For this reason, the Center’s leadership consists of representatives from those colleges, in a campus STEM Leadership Team that numbers 63 faculty members and staff, across all colleges.

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Program Statement

B. Square footage of existing areas

Existing Space Summary		
Space Description	Space Use Code	Existing NSF
Classroom, Seminar Room, Lecture Hall	110	6,549
Office	310	233
Data Processing/Computer Service	715	236
Storage	730	221
Circulation Area	WWW	2,643
Custodial Area	XXX	492
Mechanical Area	YYY	1,095
Space Use Category Totals		11,469
Total Existing Gross SF		13,154
Efficiency		87%

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

Based on the history of use of Roskens Hall Plaza Level classrooms, the planned renovation should not pose significant scheduling challenges for courses. The following groups utilized the Plaza Level classroom spaces in Roskens Hall:

2018-2020:

007A (Computer Lab): CEHHS and A&S courses; 8 courses total (TED2200, SPED2200, US2020, FREN1120, PHIL3600, TED4000/8006, COUN8100, COUN8280)

007B (Computer Lab): Occasionally for TED4300

010A,B,C,D (Large Auditorium and Pods): MATH1220; MATH1320; AERO2310; EDL8030; ENG1200; GERM1110; CIST1400-004; TED2100; Single-day advising orientations or EUREKA! during the Summer only

2020-2022:

010A,B,C,D (Large Auditorium and Pods): TED 2200 Human Relations (25 students each sect.)

007A,B (Computer Labs): TED 4250 (3 sections at 25 students each), TED 2300 (2 sections of 20 students), Germ 3030 (20 students), US 2020 (25 students), TED 2370 (20 students), TED 3350 (20 students), TED 2400 (25 students), PSCI 1100 (20 students), and INDS 4950 (15 students)

D. Physical deficiencies

The large auditorium space has been mainly untouched since it was constructed in the seventies. This has resulted in the following areas of physical deficiencies:

- 1) Insufficient Accessibility: sloping floors connect the various levels of the auditorium with the nearby means of egress. However, the slopes and configurations do not support an inclusive, accessible educational environment.
- 2) HVAC Deficiencies: existing mechanical systems serving the Plaza Level are beyond their serviceable lifespan to the point that replacement parts are no longer available.
- 3) Outdated Teaching Environment: the design of the auditorium and pods does not allow for modern teaching methods and practices. This has resulted in reduced utilization.

E. Programmatic deficiencies

Majority of the space on the Plaza Level of Roskens Hall consists of a large lecture-style auditorium with three breakout pods for smaller learning. The chairs and desks are static and dated (original to the building). The auditorium spaces are not ADA compliant. The space does not allow for any flexibility in pedagogical approaches, including for those demonstrated to be exceedingly effective at supporting learners such as active learning strategies. The spaces are not conducive to group work and/or project work of any type.

F. Replacement cost of existing building

The replacement value per the Facilities Management Information Report (2020) is \$17,486,445.

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

The thousands of participants in the Center's programmatic teaching, research, and outreach activities require flexible workspaces, quiet rooms for qualitative research (e.g., for interviews and focus groups), as well as the opportunity to provide re-skilling and training on more complex science instrumentation, and other STEM workforce support environments. The current large auditorium space will be transformed into an active learning classroom and wet lab (BSL-1) with a multi-functional event space. The event space can flex from lecture seating to active learning pods to function as an additional teaching space or as breakout spaces for the Teaching Lab or Classroom, and/or to host conferences and major events on campus. The Teaching Lab would serve as a model space where any instructor could reserve the space for their class, and any other faculty interested in observing a class that uses active learning strategies could come to observe. It will also support community engagement, such as workshops with the area's P12 schools.

The current old-style computer labs to the north will be renovated into multi-use collaboration spaces. Specifically, these collaboration spaces will accommodate up to 6 people and serve as small conference rooms for faculty, staff, graduate research assistants, and visiting STEM fellows from other universities who are learning on-site for a short duration. The space will provide flexibility to steadily adapt as new teaching and research methods are discovered, and similarly serve the purpose as a flexible space for multi-use by a range of other programs, non-specific to STEM, but that can benefit from access to state-of-the-art collaborative learning spaces.

Each week, the Center offers programming on Wednesdays and Fridays, with specific workshops targeted to specific cohorts (e.g., undergraduates, science teachers, instructors, etc.). These activities include workshops on teaching (for faculty, in-service, and pre-service teachers), engagement activities (with community members at-large, engaging multiple generations of learners), research speaker series (for community members local to Nebraska, and as far away as Australia), and workshops to support research excellence through strategic planning. The Center also serves as a coordinated hub for undergraduate STEM programming and experiential learning, including the awarding of fellowships and scholarships thanks to extramurally funded grants, and ongoing professional development to prepare students to enter the workforce. These events for target audiences are recurring and take place twice weekly. The facility will also support substantial programming of the Omaha STEM Ecosystem, which is co-led by UNO STEM TRAIL Center, and includes more than 80 STEM workforce development institutional partners, such as Union Pacific, Gallup, Omaha Public Power District, and many others who often partner with UNO for STEM related workshops, instructional activities, and STEM-related external funding efforts.

LB384 STEM TRAIL Center Renovation

Program Statement

Finally, the renovation would offer a home-base so that individuals looking for an event, seeking partnership or collaboration, or are otherwise interested in simply learning more about the Center can be directed to a singular place. Additionally, as the Center oversees and distributes various student research opportunities and scholarships/fellowships, this would enable students to have a unified "welcome" space for orientations and programming. Similarly, the renovation will include adequate signage to welcome all into the Center, and to join UNO and its many partners on this important collaborative journey of STEM learning excellence.

2) Projected occupancy/use levels**Personnel projections**

Any personnel increases would be funded through grants, not funded by the university.

Describe/justify projected enrollments/occupancy

For FY2021, which was still in the height of the COVID-19 pandemic, the STEM TRAIL Center had no formal space to offer programming on a frequent basis. Attendance at events (almost exclusively virtual) was just under 1,500. The Center also provided on-site, off-campus programming to more than 540 participants during the same timeframe.

Following the completion of this project, it is estimated that each of the classrooms (i.e., up to ~36 students each) will be occupied 8-hours daily for 4 out of 5 days per week. Additionally, the multi-functional event space (up to 200) will be used twice weekly, and the full plaza level (i.e., >300 participants) to be the host site for various conferences and STEM competitions. Currently, the Center holds a contract to host the SIGMAA conference in both 2023 and 2024, and the registered attendees is projected to be 550 each year. In addition, the Center's Omaha STEM Ecosystem efforts, which are community-based, will account for 2,000 or more attendees per year coming to campus, in community-related visits and presentations by the Ecosystem that without previously adequate space on campus (such as for P16 STEM nights) has had to meet elsewhere.

Finally, some "model" STEM classes will be able to use this space, for example, Methods of Teaching Science for Pre-Service Teachers. This in turn would then open the other space it uses for other functions. As the new STEM space can host class-related guest speakers, frequently STEM related, that will allow other classes that use that strategy to instead just use this new space periodically, rather than taking up a large lecture hall all the time. The additional flexibility of the "model" space for STEM events (STEM weekends, poster sessions, round tables, etc.) will decrease STEM event space usage elsewhere on campus. Overall, it will help in campus-wide utilization, not only for the Plaza Level of Roskens, but in other spaces on campus as well.

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

Space Description	Space Use Code	Existing NSF	Renovated NSF	New NSF	Total NSF For Project
Class Laboratory	210		2,835		2,835
Research Laboratory	250		423		423
Office	310		564		564
Office Service	315		397		397
Assembly	610		1,800		1,800
Meeting Room	680		691		691
Data Processing/Computer Service	715	236			236
Storage	730		825		825
Circulation Area	WWW	418	2,090	199	2,707
Custodial Area	XXX	411			411
Mechanical Area	YYY	1,095			1,095
Net Square Feet		2,160	9,625	199	11,984
Gross Square Feet		13,154		230	13,384
Efficiency				87%	90%

2) Basis for square footage/planning parameters

Holland Basham generated conceptual space requirements and fit plans based on discussions with leaders of the UNO STEM TRAIL Center and UNO Facilities taking the university space guidelines, existing building conditions, and budget into account. Research and Teaching Labs require lab and active learning space, focus group/interview rooms, and break out rooms. The Center's programming requires event and showcase areas as well that are highly flexible.

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

	Existing	Proposed	Difference
Net Square Feet	11,469	11,984	515*
Gross Square Feet	13,154	13,384	230**

*Net Square Feet increased more than Gross Square Feet as cavity space withing Room 010 (Large Auditorium) was captured as part of the proposed project.

**New Gross Square Feet is from the new plaza entry.

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

Restrooms, mechanical and electrical rooms, and storage rooms will be reused. The air handling unit that serves the Plaza Level will be replaced in its entirety.

2) Demolition

Select interior demolition and for exterior entry. The large auditorium pods and related structure will be removed in their entirety.

3) Renovation

The project will renovate around 9,600 SF on the plaza level.

LB384 STEM TRAIL Center Renovation**Program Statement****7. EQUIPMENT REQUIREMENTS****A. List of available equipment for reuse**

Nearly all equipment to be used in the new space has already been purchased at this time, including various scientific instruments and teaching materials.

B. Additional Equipment**1) Fixed equipment**

Eye wash station for lab classroom.

2) Movable equipment

Recycling and trash containers, generic scientific equipment and supplies.

3) Special or technical equipment

AV equipment to be determined during design.

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

The renovation will be non-combustible in conformance with the 2018 International Existing Building Code and 2018 International Building Code, Type IIA Construction. Interior materials will be metal stud framing. Exterior materials will be consistent with those present on Roskens Hall, pulling the metal panel and increased vision glazing from the recent entry renovations.

Testing was performed and no abatement for asbestos, PCBs, or lead is needed.

B. Heating and Cooling Systems

A new air handling unit will be provided to replace the existing unit in its entirety. The unit will serve the renovated areas. It shall be a single zone variable volume unit configuration. Space in the existing mechanical room is very tight, so additional components such as energy recovery may not be physically possible. HVAC installation shall follow the UNO design guidelines.

C. Plumbing System

New plumbing for the STEM and office area renovation shall extend to the existing underground sanitary mains. The existing underfloor distribution is not known. Verification of existing sanitary mains shall be made prior to new work to identify connection locations with the least amount of floor demo / excavation required.

Further investigation of the existing hot water system will be performed to determine if the current system can support the proposed needs. The system will include a hot water recirculation line to serve the remote sinks. Two new sinks are anticipated: one in the STEM teaching lab and one for event support. Cold water will connect to the existing building water distribution. An acid neutralization trap will be provided for the sink in the STEM lab to help prevent damage to the waste system.

An emergency eyewash / shower shall be provided for the STEM teaching lab. Potentially a high purity deionized water system serving a single outlet in the laboratory will be provided. Quantity and flow requirements of DI shall be confirmed with UNO.

D. Electrical System

The existing electrical system will power the proposed project. The existing generator will be used to feed power to emergency life safety loads.

All new lighting will be LED to match the existing building. Lighting in the high ceiling areas will be provided through a mix of high bay lighting and lower accent lighting. Illumination in all areas will be designed to IES standards. All spaces will be provided with a digital based lighting control

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system for operation of communal areas, corridors, labs, and classrooms: N-Light by Acuity brands to match University standards.

E. Life Safety/ADA

The project will conform with the currently adopted building, fire, and life safety codes, and will be to the requirements of the Americans with Disabilities Act and Nebraska Accessibility Guidelines. Demolition of the large auditorium will allow for improved accessibility. Roskens Hall Plaza Level is not accessible from the existing plaza due to the stairs and lack of exterior ramp. It is accessible by using the existing accessible entrances and elevators within the building.

The existing life safety systems in the building will be modified to accommodate the proposed spaces.

F. Security

Exterior doors will have card access tied into the existing building controls. Security cameras and systems will be determined during design.

G. Sustainability

The project will meet the University of Nebraska's requirements to be LEED Certifiable. The design will be focused on making long-term choices for components of the building finishes, building systems, and construction materials.

H. Historic or architectural significance

Roskens Hall is not historic or architecturally significant.

I. Artwork

The State of Nebraska 1% for Art Program requirement is applicable.

J. Phasing

The project is planned to be constructed and occupied in a single phase.

K. Future work

The greenspace between Roskens and Kayser Halls will be regraded to create an accessible path from the main campus arterial down to the Roskens Plaza. This path would be designed to not need railings and to reorient the path to have grander views to campus. This work would also replace the accessibility accommodations on the North-South path along Kayser Hall that consist of multiple stairs with adjacent ramps and railings.

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

Weitz Company provided cost estimation services at key points during the programming process. These estimates were based on test fit plans and narratives from Holland Basham Architect, Morrissey Engineering, and Nielsen-Baumert Engineering. Weitz developed a detailed cost breakout by utilizing historical cost estimates for similar projects, past University of Nebraska projects, and input from subcontractors who visited the space and provided estimates.

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

Estimates were generated on June 18, 2021. Costs have been escalated by a factor of 13% to June 1, 2023, midpoint of anticipated construction.

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3) Net and gross square feet

	Renovation	New	Project
Net Square Feet	9,625	199	9,824
Gross Square Feet	9,625	230	9,855

4) Project cost per net and gross square foot

\$ 509 / NSF

\$ 507 / GSF

5) Construction cost per gross square foot: \$ 437 / GSF**B. Total project cost**

Construction	
General Construction	\$ 4,095,000
Fixed Equipment	10,900
In-House Construction	2,300
Construction Contingency	203,200
TOTAL CONSTRUCTION COSTS	\$ 4,311,400
Non-Construction	
Professional Consultant Fees	354,100
Professional In-house	158,200
Equipment	55,000
Artwork	50,000
Other	22,100
Non-Construction Contingency	49,200
TOTAL NON-CONSTRUCTION COSTS	\$ 688,600
TOTAL PROJECT COST	\$ 5,000,000

C. Fiscal impact based on first full year of operations**1) Estimated additional operational and maintenance costs per year**

No fiscal impact. All operations are a neutral trade from existing to proposed.

2) Estimated additional programmatic costs per year

No fiscal impact. All operations are a neutral trade from existing to proposed.

D. Fiscal impact based on annual assessment

Annual 2% depreciation assessment contribution by UNO into the university facilities renewal, renovation, replacement, and repair project fund.

2% of total project cost shall be: 2% 5,000,000 = \$100,000

10. FUNDING**A. Total funds required: \$5,000,000**

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B. Project funding sources

Funding Sources	Amount	% Total
State Funds	\$ 5,000,000	100%
Total	\$ 5,000,000	100%

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY2022-2023	\$ 1,219,595
FY2023-2024	\$ 1,846,554
FY2024-2025	\$ 1,933,852

11. TIMELINE

A. Program Statement	August 2022
B. Start Design	August 2022
C. Construction Manager Selection	October 2022
D. Early Packages	November 2022
E. Intermediate Design Review	January 2023
F. GMP Execution	January 2023
G. Completion of Construction	January 2024
H. Occupancy	February 2024

12. HIGHER EDUCATION SUPPLEMENT**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

CCPE review is required.

B. Method of Contracting**1) Identify method**

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

This contracting method is recommended due to the unpredictable inflation trends in the construction field at this time. CMR allows for the contractor to be involved during the design process to assist with budgeting along the way. It also allows for construction to begin earlier as long lead items can be secured more easily and the project can be issued in separate packages to speed up the project timeline.

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

MEETING DATE: August 11, 2022

SUBJECT: Shuttle bus services contract between the University of Nebraska at Omaha (UNO) and Arrow Stage Lines

RECOMMENDED ACTION: Approval of the services agreement which facilitates the transportation of UNO students between the Dodge and Scott campuses

PREVIOUS ACTION: None

EXPLANATION: Following review of ebid 3558-22-7811, UNO recommends award of shuttle services to Arrow Stage Lines. Approximately 4,200 riders utilize the shuttle service between Dodge and Scott campuses daily. This service helps reduce the need to park a vehicle on campus.

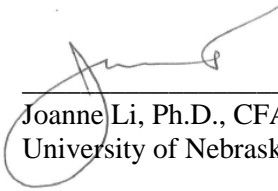
This three-year contract to provide shuttle services to UNO has two optional annual renewal periods. The estimated three-year cost of the agreement is \$4,619,160.00 and over the deemed contract term the total is \$7,209,440.00.

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

PROJECT COST: Estimated contract value is \$7,209,440.00

SOURCE OF FUNDS: Auxiliary Funds

SPONSOR: Carol A. Kirchner
Vice Chancellor for Business and Finance

RECOMMENDED: 

Joanne Li, Ph.D., CFA, Chancellor
University of Nebraska at Omaha

DATE: July 14, 2022

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

MEETING DATE: August 11, 2022

SUBJECT: President's Performance-Based Merit Pay

RECOMMENDED ACTION: Approve Grant of Performance-Based Merit Pay to President Carter for FY2021-22

PREVIOUS ACTION: December 19, 2019 – The Board of Regents approved the Revised Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska.

EXPLANATION: Section 2(c) of President Carter's Contract of Employment provides that he shall be eligible for performance-based merit pay of up to fifteen percent (15%) of his Base Salary at the end of each full year of employment.

President Carter's Performance-Based Merit Pay for FY2021-22 is based on a qualitative score relating his performance to the Core Leadership Pillars; and a quantitative score relating his performance to certain deliverables. The summary below details the calculation of President Carter's Performance-Based Merit Pay.

	Period	Score	Weight	Total
Qualitative Score	CY2021	93.33%	0.5	46.67%
Quantitative Score	FY2021-22	85.00%	0.5	42.50%
Total				89.17%

Performance-Based Merit Pay Guidelines

Total Score 90% or greater	100% of merit pool paid out
Total Score between 80 and 89.99%	75% of merit pool paid out
Total Score between 70 and 79.99%	50% of merit pool paid out
Total Score 69.99% or below	0% of merit pool paid out

Eligible Performance-Based Merit Pay

Current Base Salary	\$934,600
Performance-Based Merit Pay Pool (15% of base)	\$140,190
Performance Score	89.17%
% of Merit Pool Granted	75%
Performance-Based Merit Pay	\$105,143

Approval of this agenda item grants President Carter payment of 75% of the Performance-Based Merit Pay Pool for FY2021-22.

SOURCE OF FUNDS: General Funds/Cash Funds

SPONSOR: Robert A. Phares
Chair, Board of Regents

DATE: July 28, 2022

TO: The Board of Regents Addendum XI-C-2
Executive Committee


MEETING DATE: August 11, 2022

SUBJECT: President Carter's Contract of Employment

RECOMMENDED ACTION: Approve the First Amendment to the Contract of Employment of Walter E. Carter, Jr., as President of the University of Nebraska by extending the term of the Contract to December 31, 2027 and authorizing the execution of a Supplemental Deferred Compensation Agreement.

PREVIOUS ACTION: December 19, 2019 – The Board of Regents approved President Carter's original Contract of Employment as President of the University of Nebraska, providing for an initial term commencing January 1, 2020 and ending December 31, 2024.

EXPLANATION: Approval of this agenda item will approve the attached First Amendment to Contract of Employment of President Carter to extend the term of the Contract to December 31, 2027 and authorize the execution of a Supplemental Deferred Compensation Agreement attached as Appendix B.

RECOMMENDED: 
Robert A. Phares
Chair, Board of Regents

DATE: July 28, 2022

**FIRST AMENDMENT TO
CONTRACT OF EMPLOYMENT
WALTER E. CARTER, JR.
PRESIDENT OF THE UNIVERSITY OF NEBRASKA**

THIS FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT (this “Amendment”) is made effective on this 11th day of August, 2022, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA** (“University”), a public body corporate under the Constitution and Statutes of the State of Nebraska, and **WALTER E. CARTER, JR.** (“President Carter”), collectively referred to as the Parties.

RECITALS

- A. The Parties entered into that certain Contract of Employment for Walter E. Carter, Jr., President of the University of Nebraska, approved by the Board of Regents on December 19, 2019, with an effective date of December 16, 2019 (the “Contract of Employment”).
- B. The Parties have agreed to extend the Term of President Carter’s employment as set forth in Section 1 of the Contract of Employment and to provide for supplemental deferred compensation associated with such extension.
- C. The Parties have agreed to amend the Contract of Employment to reflect such terms.

TERMS

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

- 1. **Term of Contract.** Unless earlier terminated as provided in the Contract of Employment, the Term is hereby extended for three additional years, ending as of midnight on December 31, 2027.
- 2. **Deferred Compensation.** In addition to the Deferred Compensation Agreement referenced in Section 5 of the Contract of Employment, President Carter shall receive supplemental deferred compensation as provided in the Supplemental Deferred Compensation Agreement, attached hereto and incorporated into the Contract of Employment as Appendix B.
- 3. **Contractual Provisions.** Any provisions of the Contract of Employment that are inconsistent with the terms of this Amendment shall be deemed null and void and superseded by the terms of this Amendment. Except to the extent expressly modified by the terms of this Amendment, all other provisions of the Contract of Employment shall remain in full force and effect.
- 4. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Amendment.
- 5. **Board Approval.** This Amendment is subject to approval by a vote of the Board of Regents according to the University’s policies and procedures, which shall be evidenced through the Chair of the Board of Regents’ execution of this Amendment and an attestation by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract of Employment of President Carter on the date first stated above.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Walter E. Carter, Jr.

Robert A. Phares, Chair, Board of Regents

ATTEST:

Philip J. Bakken, Corporation Secretary

APPENDIX B

UNIVERSITY OF NEBRASKA SUPPLEMENTAL DEFERRED COMPENSATION AGREEMENT

This SUPPLEMENTAL DEFERRED COMPENSATION AGREEMENT (the “Agreement”), effective as of January 1, 2023, is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a body corporate under the Constitution and statutes of the State of Nebraska (the “Board” or “University”), and **WALTER E. CARTER, JR.** (“President Carter”).

RECITALS

WHEREAS, the University is an organization described in Section 501(c)(3) of the Internal Revenue Code (“Code”) and, as such, is organized and operated exclusively for charitable and educational purposes; and

WHEREAS, the Board has authorized a supplemental deferred compensation program pursuant to Section 457(f) of the Code, to be funded by the University of Nebraska Foundation for Presidents of the University; and

WHEREAS, President Carter was hired by the Board to serve as President of the University of Nebraska (“President”) commencing on January 1, 2020 and the term of his service was extended by amendment to his Contract of Employment by action of the Board on August 11, 2022; and

WHEREAS, the University would suffer loss if President Carter were to accept another offer of employment, and it is thus ordinary, necessary, and reasonable to provide President Carter with additional compensation on a deferred basis to induce him to serve and continue to serve as President; and

WHEREAS, the parties have entered into an agreement to provide President Carter with certain supplemental deferred compensation benefits, as set forth herein, that shall be in addition to his current compensation, his deferred compensation agreement effective January 1, 2020, and any future increases thereof for merit or cost of living.

NOW, THEREFORE, the University and President Carter hereby agree as follows:

Section 1. Credits to Account. The University shall, during the month of January 2023, credit via cash deposit to a separate account owned by the University, entitled “President Carter Supplemental Deferred Compensation Account” (the “Account”), \$340,000.00, which shall be attributable to services to be performed by President Carter as President during the calendar year beginning January 1, 2023 and ending December 31, 2023. For purposes of this Agreement, “Calendar Year” shall mean January 1 to December 31. For each subsequent Calendar Year, if President Carter continues to serve as President as of January 1 of such Calendar Year, then the University shall, during the month of January of such Calendar Year, credit \$340,000.00 (the “Annual Credit Amount”) to the Account (subject to the termination provision in Section 3(c) herein). Each credit of the Annual Credit Amount to the Account shall be attributable to services to be performed by President Carter as President for the Calendar Year in which the credit is made. Amounts credited to the Account shall be invested by an investment manager as selected by the University from time to time during the existence of the Account. The Account shall be adjusted from time to time, not less than annually, to reflect deemed income received or accrued and deemed gains or losses, if any, realized from investing amounts credited to the Account, and for any investment management fees attributed to such investment. Sums so accumulated or invested shall be held exclusively by and for the benefit of the University, shall be a part of the general assets of the University, subject to the claims of its

creditors, and President Carter shall have no current or future enforceable interest therein except as provided in this Agreement.

Section 2. Funding Contingencies. The obligation of the University to credit funds to the Account each Calendar Year shall be subject to the following contingencies:

(a) Termination of Employment. If the employment of President Carter as President is terminated, whether voluntarily or involuntarily, while this Agreement is in effect, then the University shall credit no additional sums to the Account on and after the date of such termination, other than investment earnings or gains earned through the date of such termination. If the termination is voluntary or involuntary for cause, the University shall retain all of the assets credited to the Account and President Carter shall have no further claim to any of the assets credited to the Account or the earnings thereon. If the termination is involuntary not for cause, the Account shall be distributed to President Carter as provided in Section 3(c) herein.

“Termination of Employment” or “Terminates Employment” means the termination of President Carter’s employment with the University for reasons other than death or disability. Whether a Termination of Employment takes place is determined based on the facts and circumstances surrounding the termination of President Carter’s employment and whether the University and President Carter intended for President Carter to provide significant services for the University following such termination. A termination of employment will not be considered a Termination of Employment if President Carter continues to provide services for the University (whether as an employee or independent contractor) at an annual rate that is 50 percent or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period).

President Carter’s employment relationship will be treated as continuing intact while President Carter is on military leave, sick leave, or other bona fide leave of absence if the period of such leave of absence does not exceed six months, or if longer, so long as President Carter’s right to reemployment with the University is provided either by statute or by contract. If the period of leave exceeds six months and there is no right to reemployment, a Termination of Employment will be deemed to have occurred as of the first date immediately following such six-month period.

(b) Disability. If President Carter shall become disabled during the term of this Agreement to an extent that he is no longer able to perform his duties as President, no further sums shall be credited to the Account following the date of termination as a result of disability other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to President Carter as provided in Section 3(d) herein.

(c) Death. If President Carter shall die during the term of this Agreement, no further sums shall be credited to the Account following President Carter’s date of death other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to the personal representative of President Carter’s estate as provided in Section 3(e) herein.

Section 3. Vesting, Distribution. The Account shall become vested, and shall be distributed to President Carter, in the following manner:

(a) Vesting/Distribution at the End of Fourth Year of Service. If President Carter shall continue as President through December 31, 2023, all assets credited to the Account by the University through December 31, 2023, including investment earnings attributed on the books of

the University thereto through such date, shall be vested and shall be distributed, less applicable withholding required by law, to President Carter in a lump sum on or before January 31, 2024.

(b) Vesting/Distribution After Fourth Year of Service. If President Carter shall continue as President for additional Calendar Years from and after January 1, 2024, the assets credited to the Account by the University during such period, including all investment earnings attributed on the books and records of the University thereto for such period, shall vest as of December 31 of each Calendar Year, and shall be distributed (less required withholding) in a lump sum on or before January 31 of the subsequent Calendar Year. For example, if President Carter's service as President extends through December 31, 2026, the assets so credited to the Account through December 31, 2026, including all investment earnings attributed on the books of the University thereto, shall vest on December 31, 2026, and shall be distributed (less required withholding) to President Carter in a lump sum on or before January 31, 2027. This one-year credit/vesting program shall continue for as long as President Carter shall continue to serve as President, unless terminated by the Board upon written notice to President Carter not less than 60 days prior to the beginning of the first Calendar Year of any such one-year credit/vesting period.

(c) Vesting/Distribution Following Involuntary Termination Not For Cause. If the employment of President Carter is involuntarily terminated not for cause while this Agreement is in effect, all of the assets credited to the Account at the time of such termination, including all investment earnings attributed on the books of the University thereto, shall be distributed (less required withholdings) to President Carter in a lump sum within 30 days following such date of termination.

(d) Vesting/Distribution Following Disability. In the event that President Carter becomes disabled to an extent that he is no longer able to perform his duties as President, all of the assets credited to the Account shall vest. If President Carter is deemed Disabled, as defined in the following sentence, the assets credited to the Account, including all investment earnings attributed on the books of the University thereto, will be distributed (less required withholding) to President Carter in a lump sum within 30 days following the date of Disability determination. President Carter will be deemed Disabled if President Carter: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the University. Medical determination of Disability may be made by either the Social Security Administration or the University. President Carter must submit proof acceptable to the Board of Disability, including, but not limited to, the Social Security Administration's determination.

(e) Vesting/Distribution Following Death. In the event that President Carter shall die while this Agreement is in effect, all of the assets credited to the Account at the time of death, including all investment earnings attributed on the books of the University thereto, shall vest and be distributed (less required withholding) to the personal representative of President Carter's estate in a lump sum within 30 days following President Carter's date of death.

(f) Voluntary or Involuntary for Cause Termination. If the employment of President Carter is voluntarily terminated or involuntarily terminated for cause, there will be no further distributions to President Carter from the Account, University shall retain all of the assets credited

to the Account and President Carter shall have no further claim to any of the assets credited to the Account or the earnings thereon.

(g) Vesting/Distribution Following Non-Renewal of Contract. If the employment of President Carter is terminated based upon the non-renewal of the Contract for reasons other than those described in Sections 4(a)-(f), all of the assets credited to the Account at the time of such termination shall be distributed (less required withholding) to President Carter in a lump sum within 30 days following such date of termination.

Section 4. Conditions to Distributions. Any distributions to President Carter from the Account are subject to, and contingent upon, the non-occurrence of the following acts or omissions, as determined in good faith by the Board, to wit:

(a) President Carter shall commit any substantial or material violation of the directives, bylaws, policies, rules, or regulations of the Board pertaining to his duties as President of the University.

(b) President Carter shall commit any substantial violation of any rule or regulation of the National Collegiate Athletic Association (or any successor organization) that is applicable to the University and its intercollegiate athletic programs.

(c) President Carter shall commit any dishonest or fraudulent act or any misappropriation of funds of the University.

(d) President Carter shall attempt to assign or encumber any benefits or other payments that he may be entitled to receive hereunder prior to the time of actual distribution and receipt.

(e) President Carter shall be a party to or convicted of any act involving moral turpitude or detrimental conduct of sufficient magnitude to reflect discredit upon himself or the University.

In the event that President Carter engages in any one or more of the above specified acts or omissions, then he shall not, in any event, be entitled to receive any benefits from the Account or otherwise, pursuant to this Agreement, and the University shall retain all of the assets therein. President Carter shall retain all assets previously distributed from the Account.

Section 5. No Present Rights. Neither President Carter, his personal representative, heirs, legatees, distributees, or any other person claiming under him shall have any right to commute, encumber, or otherwise dispose of any right to receive payments hereunder, all of which payments and the rights thereto are expressly declared to be non-assignable. In addition, such rights as herein created shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, or otherwise dispose of any such right, interest, or benefit contrary to the provisions of this Agreement, or the levy of any attachment or similar process thereon, shall be null and void and without effect.

Section 6. No Discretionary Powers. President Carter shall take no part whatsoever in the exercise of discretionary powers that are retained by the University pursuant to this Agreement. The University shall incur no liability to President Carter for the manner or method in which the assets of the Account are managed or invested.

Section 7. Intent of Parties. Anything to the contrary notwithstanding, it is the intention of the parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The parties do not intend, and this document should not be construed, to establish any trust for the benefit of President Carter or to grant him any beneficial interest in the amounts credited to the separate Account established herein until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of President Carter to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

Section 8. Miscellaneous Provisions.

(a) Entire Agreement, Amendment. This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto.

(b) Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said section.

(c) Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and heirs.

(d) Nebraska Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(e) No Acceleration or Delay of Distributions. The time or manner of distribution of amounts deferred under this Agreement may not be changed by amendment or otherwise except in conformity with the requirements of the Code Section 409A.

(f) Taxes on Distributions. The University or its paying agent shall withhold any taxes that are required to be withheld from the benefits provided under this Agreement. President Carter acknowledges that the University's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authority(ies). Further, the University or the paying agent shall satisfy all applicable reporting requirements, including those under Section 409A of the Code and regulations thereunder.

(g) Administration of Agreement. This Agreement shall at all times be administered and the provisions of this Agreement shall be interpreted consistent with the requirements of Section 409A and Section 457 of the Code and any and all regulations thereunder, including such regulations as may be promulgated after the date of this Agreement.

(h) Distributions Upon Income Inclusion Under Code Section 457(f). Notwithstanding any provision in this Agreement to the contrary, upon the occurrence of any event that results in President Carter becoming vested in whole or in part in amounts credited to the Account, as reasonably determined by the Board, the University will permit a lump sum distribution of any amount to pay Federal, state, and local income taxes due upon the vesting event, provided that the amount of such payment is not more than an amount equal to the Federal, state, and local income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by President Carter under Code Section 457(f) at the time of the vesting.

(i) Distribution Upon Income Inclusion Under Code Section 409A Failure. If this Agreement fails to meet the requirements of Code Section 409A and as a result, some portion of President Carter's benefit is required to be included in his income, the University will pay President Carter the amount required to be included in his income as a result of such failure and noncompliance and the balance in the Account will be reduced accordingly. If the failure to meet the requirements of Code Section 409A is solely caused by an act or omission by the University (without the participation therein by President Carter) occurring after the date of this Agreement, the University agrees to pay President Carter an amount (the "409A Penalty Tax Reimbursement") that, after withholding for applicable federal and state income taxes, is needed for President Carter to pay the interest and additional tax described in Code Section 409A(a)(1)(B). The 409A Penalty Tax Reimbursement will not include the ordinary federal and state income tax President Carter owes due to the inclusion in his income of amounts payable to him pursuant to this Agreement. President Carter shall notify the General Counsel of the University in writing within 30 days following the date that he has remitted the interest and additional tax described in Code Section 409A(a)(1)(B), showing the amount thereof. If the University is legally obligated to pay the 409A Penalty Tax Reimbursement, the University will pay the 409A Penalty Tax Reimbursement within 60 days following its receipt of such notification.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

IN WITNESS WHEREOF, President Carter and the University have executed this Agreement on the respective dates set forth below to be effective on January 1, 2023.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Date

Chris Kabourek, Senior Vice President
and Chief Financial Officer

Date

Walter E. Carter, Jr.

D. REPORTS

1. Report on Six-Year Capital Plan, Addendum XI-D-1
2. Report on Bids and Contracts, Addendum XI-D-2
3. Report on S&P Moody's Bond Rating Affirmation, Addendum XI-D-3
4. Report on DLR Group Studios naming, Addendum XI-D-4
5. President's FY2021-22 Year-in-Review, Addendum XI-D-5
6. Report on Five-Year Strategy Accountability Measures, Addendum XI-D-6
7. Report on revisions to rules and regulations for self-government organizations: College of Arts and Sciences at UNO, Addendum XI-D-7
8. Report on renewal of insurance policies, Addendum XI-D-8

TO: The Board of Regents Addendum XI-D-1
Business and Finance Committee


MEETING DATE: August 11, 2022

SUBJECT: Status Report of Six-Year Capital Plan

RECOMMENDED ACTION: Report

EXPLANATION: The Six-Year Capital Plan consists of the anticipated capital projects on each campus in the next six years. The projects are listed as expected to start in the next three years or the following three-year period. The report is available at: <https://nebraska.edu/offices-policies/business-finance/facilities-planning-and-capital-programs/documentation>

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

RECOMMENDED: 
Chris Kabourek
Senior Vice President and CFO

DATE: July 14, 2022

University of Nebraska
Six-Year Capital Plan
As of June 30, 2022

University of Nebraska at Kearney			
Next 3 years	Estimate	State Funding	Other Funding
Rural Health Education Complex	\$85,000,000	50,000,000	35,000,000
Cushing Fieldhouse Track Replacement/HVAC Upgrade	1,900,000	1,900,000	TBD
Facilities Services	2,500,000	TBD	TBD
Regional Engagement Center ²	17,000,000	TBD	TBD
Beyond 3 years			
Safety Center Relocation	TBD	TBD	TBD
Facilities Shop Demolition	TBD	TBD	TBD
Fine Arts Renovation/HVAC Upgrade	TBD	TBD	TBD
Memorial Student Affairs Demolition	TBD	TBD	TBD
Bruner Hall of Science Renovation/Expansion	TBD	TBD	TBD

University of Nebraska-Lincoln			
Next 3 years	Estimate	State Funding	Other Funding
Benton - Fairfield - Seaton Demolition	TBD	TBD	TBD
Old Student Health Center Demolition	TBD	TBD	TBD
Memorial Mall	\$12,500,000	TBD	TBD
Neihardt Interior Occupant Renovations	TBD	TBD	TBD
17th Street Pedestrian and Exterior Improvements	TBD	TBD	TBD
Raikes School Residential Expansion	TBD	TBD	TBD
Ruth Staples Child Development Lab	\$17,500,000	TBD	TBD
Columns New Installation	TBD	TBD	TBD
2100 Vine Street Development ²	TBD	TBD	TBD
USDA Facility at NIC ²	\$50,000,000	TBD	TBD
NIC Greenhouse Facility ²	TBD	TBD	TBD
Stadium Renovations	TBD	TBD	TBD
	\$80,000,000	\$0	\$80,000,000
Beyond 3 years			
Engineering - New School of Computing	TBD	TBD	TBD
Engineering Phase 3 - PKI Renovation and Expansion ¹	TBD	TBD	TBD
Beadle II	TBD	TBD	TBD
Manter / Hamilton Hall / Life Sciences	TBD	TBD	TBD
Food Industry Complex Teaching Spaces	TBD	TBD	TBD
Greater Nebraska Projects	TBD	TBD	TBD
Museums- Nebraska Hall Specimen Collection Relocation	TBD	TBD	TBD
Nebraska Union Expansion	TBD	TBD	TBD
Legacy Mall - Final Phase	TBD	TBD	TBD
Love Library Link Renovation	TBD	TBD	TBD
Library Depository Retrieval Facility - 3rd Module	TBD	TBD	TBD
Parking Garage	TBD	TBD	TBD
Plant Sciences / Green Houses	TBD	TBD	TBD
Selleck Renovation/Replacement	TBD	TBD	TBD
ANSC / Loeffel Meat Lab	TBD	TBD	TBD
Woods Addition	TBD	TBD	TBD
Whittier Auditorium Renovation	TBD	TBD	TBD
Total	\$0	\$0	\$0

University of Nebraska Medical Center			
Next 3 years	Estimate	State Funding	Other Funding
Omaha Health Sciences Education Complex	\$100,000,000		\$100,000,000
Eppley Science Hall Modernization – Phase One	4,750,000		4,750,000
Western Nebraska Healthcare Center of Excellence	8,500,000	8,500,000	
Biomedical/Technology Center (UneMed/UneTech/Support Svcs)	25,000,000		25,000,000
Total	\$138,250,000	\$8,500,000	\$129,750,000

Beyond 3 years			
College of Public Health Growth	\$10,000,000		\$10,000,000
College of Dentistry Growth	\$50,000,000		\$50,000,000
Central Utilities Plant Boiler Replacements	\$20,000,000	\$20,000,000	
Eppley Science Hall Modernization – Phase Two	50,000,000	50,000,000	
Medical Science Building Infrastructure Modernization	15,400,500	15,400,500	
Relocation of ARS/GMP Facility	41,500,000		41,500,000
Research Building	TBD		
Total	\$186,900,500	\$85,400,500	\$101,500,000

University of Nebraska at Omaha			
Next 3 years	Estimate	State Funding	Other Funding
Biomechanical Research Building 2nd Addition	TBD	TBD	TBD
Peter Kiewit Institute Renovation and Expansion	\$57,800,000	TBD	TBD

Beyond 3 years			
Central Services Building	TBD	TBD	TBD
Eppley Administration Building Renovation	TBD	TBD	TBD
Radio/TV and Communications Facility	\$25,300,000	TBD	\$25,300,000
Kayser Demolition	TBD	TBD	TBD
Renovation and Addition to CPACS	\$18,200,000	TBD	\$18,200,000
Weber Fine Arts Renovation	TBD	TBD	TBD
Child Care	TBD	TBD	TBD
ECHO	\$100,000,000	TBD	TBD
Allwine Hall Demolition / Replacement	\$120,000,000	TBD	TBD
West Center Campus Athletics Development	\$35,000,000	TBD	\$35,000,000
	\$298,500,000	\$0	\$78,500,000

Nebraska College of Technical Agriculture			
Beyond 3 years	Estimate	State Funding	Other Funding
Facilities Improvements	TBD	TBD	TBD
West Dormitory and Cafeteria Renovation/Replacement	TBD	TBD	TBD
Student Success and Activities Center	12,000,000	TBD	TBD

University of Nebraska			
Beyond 3 years	Estimate	State Funding	Other Funding

Footnotes:

¹ Physical Location on Other Campus

² Public - Private Partnership

³ Private Development on Leased University Property

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

MEETING DATE: August 11, 2022


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 June 17, 2022.

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
Senior Vice President and CFO

DATE: July 14, 2022

Contracts over \$1,000,000 May 1, 2022, to June 17, 2022
 NU Facilities, Planning and Capital Programs (UNK, UNL, UNMC, UNO)
 Business and Finance Report – Bids and Contracts

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNK	UNK New Fraternity and Sorority Life Housing	Campus Funds	\$27,873,000	\$10,862,673	Sampson Construction Co., Inc.	CMR GMP**
Construction	UNL	East Campus Utility Plant (A029) Replace boiler #3	Utility Funds	\$6,171,000	\$5,168,000	Ronco Construction Co.	Low Bid Construction
Construction	UNO	University Village (Multiple) Bathroom Refresh	Bond Funds	\$3,402,700	\$3,360,045	Ronco Construction Co.	Low Bid Construction

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

** GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract.

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

MEETING DATE: August 11, 2022

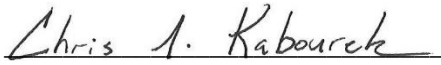
SUBJECT: Report on S&P Global Ratings affirmation of 'AA' long-term and underlying ratings on debt issued by the University of Nebraska Facilities Corp. (UNFC) and Nebraska Utility Corp. (NUCorp) for the University of Nebraska System

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report published by S&P Global Ratings affirms the 'AA' long-term and underlying ratings on the various series of debt issued by the University of Nebraska Facilities Corp. (UNFC) and Nebraska Utility Corp. (NUCorp) for the University of Nebraska System. The outlook on all ratings is stable.

'AA' is the second highest grade on the S&P Global Ratings scale and indicates a "very strong capacity to meet financial commitments."

APPROVED: 
Chris J. Kabourek
Senior Vice President and CFO

DATE: July 14, 2022

University of Nebraska System; Public Coll/Univ - Unlimited Student Fees

Primary Credit Analyst:

Amber L Schafer, Centennial + 1 (303) 721 4238; amber.schafer@spglobal.com

Secondary Contact:

Ruchika Radhakrishnan, Toronto + 1 (647) 297 0396; ruchika.r@spglobal.com

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Credit Profile

Nebraska Utility Corporation, Nebraska

University of Nebraska System, Nebraska

Nebraska Utility Corporation (University of Nebraska System)

<i>Long Term Rating</i>	AA/Stable	Affirmed
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University of Nebraska Brd of Regents, Nebraska

University of Nebraska System, Nebraska

University of Nebraska Board of Regents (University of Nebraska System)

<i>Long Term Rating</i>	AA/Stable	Affirmed
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University of Nebraska Fac Corp, Nebraska

University of Nebraska System, Nebraska

University of Nebraska Fac Corp

<i>Long Term Rating</i>	AA/Stable	Affirmed
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Rating Action

S&P Global Ratings affirmed its 'AA' long-term and underlying ratings (SPUR) on the various series of debt issued by the University of Nebraska Facilities Corp. (UNFC) and Nebraska Utility Corp. (NUCorp) for the University of Nebraska System. The outlook on all ratings is stable.

Total debt outstanding as of June 30, 2021, equals approximately \$1.3 billion and includes bonds payable and capital leases. In addition, the system has about \$33 million in operating leases, which we view as modest. All the system's debt is fixed rate.

The University of Nebraska Facilities Corporation was organized to finance the construction, repair, and renovation of buildings and the acquisition of land and equipment, and to hold them in trust for the university. Debt issued by UNFC and NUCorp is secured by legally available funds, with certain UNFC issuances payable, in part, from a pledge of state appropriations as an additional source of payment.

NU opened the fall 2021 and spring 2022 semesters on time, with in-person instruction. Fall 2021 FTE enrollment was down about 1.0%. While management budgeted conservatively for fiscal 2021, actual results surpassed budgeted expectations, with an adjusted operating surplus of \$48.5 million, or a margin of 2.0%, supported by stable state funding, growing research, increased giving, recognition of federal stimulus funding, and expense management measures, all of which partly offsets lower auxiliary related revenues and flat net tuition revenue. For fiscal 2022, the system anticipates another operating surplus due to stability in major revenue streams, continued recognition institutional federal stimulus funding, and ongoing expense reductions.

The university received institutional federal stimulus funding of \$16.0 million through HEERF I, \$34.7 million through

HEERF II, and \$45.1 million with HEERF III. The university received a total of about \$96.0 million in funds to allocated toward student aid through the three rounds of funding.

Additionally, Nebraska has allocated a significant level of funding it received through the American Rescue Plan Act (ARRA) and other state funds to the system for various initiatives. These include:

- \$60 million to be used to construct a new UNMC Rural Health Complex on the UNK campus in Kearney for rural health workforce development;
- \$15 million to be allocated on a recurring basis to support ongoing operations;
- \$25 million for a potential USDA research building; and
- \$15 million for pancreatic research at UNMC.

Credit overview

We assessed NU's enterprise profile as very strong, characterized by large and generally stable enrollment across four campuses, sound market position as Nebraska's only state public research university, and solid fundraising capabilities. We assessed NU's financial profile as very strong, with consistent operating surpluses on a full-accrual basis, strengthening available resources, and a moderate MADS burden. Combined, we believe these enterprise and financial profile credit factors lead to an indicative stand-alone credit profile of 'aa' and final long-term rating of 'AA'.

The 'AA' long-term rating is based on our view of:

- The system's consistent positive operating performance on a full-accrual basis;
- The system's manageable MADS burden of about 4.7%, which is further enhanced by the allocation of state appropriations and gift pledges to pay a significant portion of the university's debt service;
- History of significant fundraising, with a total of \$382.7 million raised by both the foundation and university in fiscal 2021; and
- Comprehensive program and degree offerings on its four campuses and status as the flagship and land grant institution in Nebraska, with historically good state support for the system.

Currently precluding a higher rating are, in our view:

- The system's sufficient available resources ratios, for the current rating, with adjusted unrestricted net assets (UNA) of \$1.7 billion at June 30, 2021, equal to 72% of operating expenses and 136% of total debt; and
- Potential for flat or softening of enrollment in the near term due to demographic pressures and high competition for students; and slightly weaker retention and graduation rates compared to similarly rated peers.

Established in 1869 as a land-grant institution in Lincoln, UN Lincoln is the flagship campus in the University of Nebraska system. The system offers a variety of undergraduate, masters, professional, specialist, and doctoral degrees, the complement of which varies from campus to campus. Included in the system is the University of Nebraska Medical Center (UNMC), a major academic medical center located in Omaha.

The stable outlook on the system's debt reflects our view that in the near-term NU's market position and demand

metrics will remain stable, with continued operating and capital support from the state of Nebraska. In addition, we expect financial performance will remain positive and resource ratios will remain at or near current levels. Other than the potential for the system to implement a commercial paper program to provide short-term financing for capital projects, we do not anticipate NU issuing debt in the near term.

Environmental, governance, and government

While vaccine progress has helped alleviate some of the health and safety social risk stemming from the pandemic, we believe the higher-education sector remains at a greater risk than others, given the importance of resumption in pre-pandemic activities and the corresponding influence on operating revenue. We believe NU's management has taken prudent action regarding the health and safety of its students, and we believe the university has been proactive in actively managing its operations in response to the pandemic. Despite the elevated social risk, we believe environmental and governance risks are neutral in our credit rating analysis.

Stable Outlook

Upside scenario

We could consider a positive rating action if available resources were to grow to levels more in line with a higher rating, including growth in the endowment, while financial operations remaining consistently positive on a full-accrual basis and other credit factors remain constant.

Downside scenario

We could consider a negative rating action if the system issues a material amount of additional debt, financial resource measures weaken materially, or if enrollment declines significantly, causing operating performance to weaken.

Credit Opinion

Enterprise Profile

Market position and demand

The University of Nebraska System has a history of solid and generally stable demand across its four campuses. About 76% of the system's students are from within the state of Nebraska. As such, our assessment of NU's economic fundamentals is anchored by the state GDP per capita.

Fall 2021 total FTE enrollment was down about 1% compared to the year prior with total headcount decreasing about 2.0%. The softer enrollment was primarily due to a lower number of matriculating international students due to the pandemic, students graduating at a higher rate, regional demographic trends that reflect a lower number of high school graduates, and a competitive market for students. Management anticipates generally stable enrollment for the fall 2022 term, with potential for continued softening in international students, offset by increased interest in out of state students, particularly within the Big 10 conference. The system has some reliance on international students, with total international full-time equivalent (FTE) enrollment equaling approximately 6.3% of total FTE enrollment in fall 2021, 6.9% in fall 2020, and 8.3% in fall 2019.

The system offers a variety of undergraduate, masters, professional, specialist, and doctoral degrees. It serves more than 50,000 students on four campuses. Student quality is above average with an average ACT of 23.6 in fall 2021. For all campuses combined, the system accepted about 86% of its freshmen in fall 2021. The system's matriculation rate was about 28% in fall 2021, which we believe illustrates both self-selection among its applicants and its competitive position relative to that of its regional peers. The system's six-year graduation rate is acceptable, in our view, at 64%.

The university maintains a 50% investment in a joint venture with Nebraska Medicine, a separate nonprofit corporation. We understand the university will receive certain capital distributions from this arrangement with Nebraska Medicine.

The university has a good history of fundraising, which we believe will continue and remains a credit strength. The university completed a capital campaign in 2014, raising more than \$1.8 billion. In fiscal 2021, gift revenue totaled about \$382.7 million, which includes \$261 million raised by the foundation and \$121.7 million in gifts to the university. This is increased from total giving of \$351.3 million in fiscal 2020 and \$270.3 million in fiscal 2017. We understand the university is currently planning its next fundraising campaign; and we anticipate available resources will increase over time related to these efforts.

Management and governance

The university is governed by a board of regents that includes eight elected members and four student-body campus presidents. The elected members are not subject to term limits. We view the system as having good institutional policies in place, which include a history of conservative budgeting and financial practices. Capital plans are considered and planned many years in advance.

NU's president, Ted Carter, began his tenure at the system on Jan. 1, 2020. Prior to his appointment, he served as superintendent of the U.S. Naval Academy, president of the U.S. Naval War College, and several other roles during an impressive 38 years of military service. Under President Carter's leadership, the system finalized a new five-year strategic plan in fall 2020. The plan's strategic priorities include access, affordability, and attainment, workforce development, culture, diversity, and inclusion, partnerships, and efficiency and effectiveness. Within these broad priorities, are more detailed goals, which include the implementation of a free-tuition program, pursuing partnerships to fund scholarships in key workforce areas, identifying and reducing gender and racial equity pay gaps, increasing annual private support to \$300 million by 2027, and the development of a comprehensive capital master plan, among many others. We believe the university is making good progress with these initiatives; it has already developed and implemented Nebraska Promise, which contributed to enrollment stability in fall 2020 and collaborated with the state of Nebraska to expand its facilities program to address deferred maintenance across all campuses. Other priorities of the board and senior leadership include the establishment of a unified facilities division and internal loan program to become more efficient as a system. In our view, the university has good financial practices and manages in a proactive manner.

Other recent changes within the senior leadership team include the naming of a new chancellor at the University of Nebraska Omaha (UNO) campus (Dr. Joanne Li, CFA), the retirement of the system's current provost, and the naming of Dr. Jeffrey Gold as provost, effective July 1, 2021. Dr. Gold has retained his title as chancellor of UNMC. In addition, the system recently named a new general counsel following a planned retirement. We view the existing team as

experienced and don't anticipate significant changes over the near term.

Financial Profile

Financial performance

The system consistently generates positive operating margins on a full-accrual basis, which we view favorably and a key rating factor. To address the effects of the pandemic, in 2020, the system implemented a \$43 million self-imposed budget cut. These cuts are being implemented from fiscals 2021 through fiscal 2023.

When we adjust fiscal 2021 operating revenue to include state appropriations, capital appropriations, federal grants, and dividend and interest income, we estimate an adjusted operating surplus of \$48.5 million (2.0% operating margin). Fiscal 2021 financial performance was supported by stable state funding, growing research, increased giving, recognition of federal stimulus funding, and expense management measures, all of which partly offset lower auxiliary related revenues and flat net tuition revenue. Because this result is calculated including depreciation expense of \$147.6 million, the university's cash operations remained quite healthy in fiscal 2021.

Management expects operating performance in fiscal 2022 will remain stable, comparable to the year prior, with most if not all institutional federal stimulus funding expected to be expended by fiscal year end.

Key assumptions for the fiscal 2023 budget include a 2% increase in state operating appropriations, a slight decrease in net tuition revenue, with a tuition freeze and expectation of lighter international enrollment. In addition, the system plans to increase salaries by 3% for faculty and staff but continue to enhance operating efficiencies to curb expense growth related to increases in healthcare, benefits, utility, and IT expenses.

The university's revenue streams are somewhat diverse, equaling about 26% from net tuition, 10% auxiliary operations, 25% from state appropriations, and 24% research in fiscal 2021. In our view, the system has good revenue diversity and a history of stable and solid operating performance, which we expect will continue.

We view the state's support of the system favorably, for both operating and capital, and expect the collaborative relationship between the two will continue. State operating support to the system has historically been relatively stable; despite some softness in fiscals 2017-2019 due to lower state revenues. State appropriations increased 3% in fiscal 2020, 4.2% in fiscal 2021, and 2% in fiscal 2022, with an expected increase of 2.8% for fiscal 2023.

Available resources

The university system has sufficient available resource ratios for the rating, with adjusted UNA (adjusted to include the UNA of the foundation and debt service reserves) of \$1.7 billion as of June 30, 2021, equal to 72% of operating expenses and 136% of debt. The system benefits from the University of Nebraska Foundation, which as of June 30, 2021, held net assets totaling \$2.8 billion, nearly all of which is restricted. The foundation coordinates system wide fundraising. The endowment's total market value was estimated at \$2.7 billion as of June 30, 2021, with about 86% of funds held at the Foundation. The university's endowment draw remains conservative, in our opinion, at 4.25% of a rolling 20-quarter market value average.

The system's unrestricted net assets increased notably in fiscal 2021 due to growth in quasi-endowment investments,

lower operating expenses, an increase in noncapital appropriations, and an increase in the university's joint venture investment in Nebraska Medicine.

Debt and contingent liabilities

Total debt outstanding as of June 30, 2021, equals approximately \$1.3 billion and includes bonds payable and capital leases. We view the MADS (\$107.7 million in fiscal 2023) burden, of 4.7% of fiscal 2021 adjusted operating expenses, as manageable. If we were to consider the state's support of debt service, the burden improves to about 3.7%.

The system's series 2021 bonds were issued in conjunction with the expansion of the University of Nebraska Facilities Program (originally established in 2006) in which the state of Nebraska provides an annual appropriation to the system to address deferred maintenance projects; with the system providing matching funds. Legislative Bill 384 extended these appropriations from 2030 to 2062, expanded the scope of eligible projects, increased annual appropriation from about \$11.0 million to \$13.5 million annually, and consolidated other capital appropriations into the program. The series 2021 bonds were issued on parity with the corporation's series 2017A and 2018 deferred maintenance bonds and are secured by the annual deferred maintenance appropriation from the state as well as the system's legally available funds, which includes revenues, less state restricted funds; and restricted funds or grants, plus adjusted beginning cash and cash equivalents, which we view as the equivalent to an unlimited student fee pledge. The system expects to receive about \$18 million annually from fiscal 2022 through 2062 through the expanded facilities program with the state of Nebraska. Although the state of Nebraska must appropriate these funds each year, it has a long history of funding this commitment. Furthermore, if the state legislature fails to appropriate these funds, the Board of Regents has agreed to make the debt service payments through its available funds. Available funds totaled \$2.5 billion as of fiscal year end 2021.

In early 2018, the university refunded its 2011 eye institute bonds into a private placement. We understand the terms and conditions for the series 2018 refunding bonds match the original issue and other facilities corporation issuances. We understand the university is in the process of defeasing this issuance as a donor has provided funding to call the bonds. Also, in 2015, the university issued some new money private-placement debt, which S&P Global Ratings has reviewed the corresponding documents. While there is immediate acceleration in an event of default related to this debt, in our opinion, the system has sufficient liquidity to cover any acceleration, and there is no cross-default language in the documents.

The university sponsors a defined contribution plan, which by definition is fully funded. The university has no pension or OPEB liabilities, which we view favorably.

Other than the potential for the system to implement a commercial paper program to provide short-term financing of capital projects, we do not anticipate additional debt over the near term.

University of Nebraska System*:Enterprise And Financial Statistics

	--Fiscal year ended June 30--					--Medians for 'AA' rated Public Colleges & Universities--
	2022	2021	2020	2019	2018	2020
Enrollment and demand						
Headcount	50,677	51,694	51,163	51,550	52,362	MNR
Full-time equivalent	43,112	43,693	43,713	44,318	44,667	38,513
Freshman acceptance rate (%)	86.4	80.8	80.9	81.7	71.8	68.9
Freshman matriculation rate (%)	27.8	30.5	31.0	33.8	55.2	MNR
Undergraduates as a % of total enrollment (%)	73.7	74.7	75.0	74.9	75.0	78.7
Freshman retention (%)	79.0	82.0	78.0	80.8	80.9	86.7
Graduation rates (six years) (%)	64.0	67.0	67.0	62.0	61.7	MNR
Income statement						
Adjusted operating revenue (\$000s)	N.A.	2,462,369	2,462,186	2,393,659	2,321,747	MNR
Adjusted operating expense (\$000s)	N.A.	2,413,840	2,427,227	2,333,311	2,259,222	MNR
Net adjusted operating income (\$000s)	N.A.	48,529	34,959	60,348	62,525	MNR
Net adjusted operating margin (%)	N.A.	2.01	1.44	2.59	2.77	0.80
Estimated operating gain/loss before depreciation (\$000s)	N.A.	196,153	178,009	203,210	201,933	MNR
Change in unrestricted net assets (UNA; \$000s)	N.A.	243,165	212,303	100,079	428,591	MNR
State operating appropriations (\$000s)	N.A.	616,545	591,939	574,746	559,188	MNR
State appropriations to revenue (%)	N.A.	25.0	24.0	24.0	24.1	19.3
Student dependence (%)	N.A.	35.5	38.4	39.5	39.9	40.0
Health care operations dependence (%)	N.A.	0.6	1.0	0.9	1.1	MNR
Research dependence (%)	N.A.	24.0	23.3	23.0	21.3	MNR
Endowment and investment income dependence (%)	N.A.	1.2	1.6	1.8	2.0	1.3
Debt						
Outstanding debt (\$000s)	N.A.	1,308,261	1,021,735	928,127	906,984	1,021,735
Proposed debt (\$000s)	N.A.	N.A.	N.A.	N.A.	N.A.	MNR
Total pro forma debt (\$000s)	N.A.	1,308,261	N.A.	N.A.	N.A.	MNR
Pro forma MADS	N.A.	N.A.	N.A.	N.A.	N.A.	MNR
Current debt service burden (%)	N.A.	4.53	3.66	4.88	5.40	MNR
Current MADS burden (%)	N.A.	4.67	4.39	5.10	5.06	3.30
Pro forma MADS burden (%)	N.A.	N.A.	N.A.	N.A.	N.A.	MNR
Financial resource ratios						
Endowment market value (\$000s)	N.A.	2,711,580	2,038,271	2,073,171	2,081,000	999,171

University of Nebraska System*:Enterprise And Financial Statistics (cont.)

	--Fiscal year ended June 30--					--Medians for 'AA' rated Public Colleges & Universities--
	2022	2021	2020	2019	2018	2020
Related foundation market value (\$000s)	N.A.	2,809,562	2,220,033	2,135,564	2,058,973	681,584
Cash and investments (\$000s)	N.A.	3,111,582	2,456,644	2,413,551	2,252,026	MNR
UNA (\$000s)	N.A.	1,635,261	1,392,096	1,179,793	1,079,714	MNR
Adjusted UNA (\$000s)	N.A.	1,726,376	1,445,241	1,234,783	1,127,379	MNR
Cash and investments to operations (%)	N.A.	128.9	101.2	103.4	99.7	53.0
Cash and investments to debt (%)	N.A.	237.8	240.4	260.0	248.3	167.7
Cash and investments to pro forma debt (%)	N.A.	237.8	N.A.	N.A.	N.A.	MNR
Adjusted UNA to operations (%)	N.A.	71.5	59.5	52.9	49.9	36.2
Adjusted UNA plus debt service reserve to debt (%)	N.A.	136.3	146.6	151.4	141.4	104.9
Adjusted UNA plus debt service reserve to pro forma debt (%)	N.A.	136.3	N.A.	N.A.	N.A.	MNR
Average age of plant (years)	N.A.	10.3	9.9	9.3	8.8	13.6
OPEB liability to total liabilities (%)	N.A.	0.0	0.0	0.0	0.0	MNR

N.A.--Not available. MNR--Median not reported. MADS--Maximum annual debt service. Total adjusted operating revenue = unrestricted revenue less realized and unrealized gains/losses and financial aid. Total adjusted operating expense = unrestricted expense plus financial aid expense. Net operating margin = 100*(net adjusted operating income/adjusted operating expense). Student dependence = 100*(gross tuition revenue + auxiliary revenue) / adjusted operating revenue. Current debt service burden = 100*(current debt service expense/adjusted operating expenses). Current MADS burden = 100*(maximum annual debt service expense/adjusted operating expenses). Cash and investments = cash + short-term and long-term investments. Adjusted UNA = Unrestricted net assets + unrestricted net assets of the foundation. Average age of plant = accumulated depreciation/depreciation and amortization expense.

Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of June 30, 2022)

University of Nebraska Brd of Regents, Nebraska

University of Nebraska System, Nebraska

University of Nebraska Brd of Regents (University of Nebraska System)

Long Term Rating AA/Stable Affirmed

University of Nebraska Brd of Regents (University of Nebraska System)

Long Term Rating AA/Stable Affirmed

University of Nebraska Brd of Regents (University of Nebraska System) rev bnds

Long Term Rating AA/Stable Affirmed

University of Nebraska Brd of Regents (University of Nebraska System) rev rfdg bnds

Long Term Rating AA/Stable Affirmed

University of Nebraska Brd of Regents (University of Nebraska System) rev rfdg bnds (Univ Of Nebraska At Omaha Std Hsg Proj)

Ratings Detail (As Of June 30, 2022) (cont.)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Brd of Regents (University of Nebraska System) (Univ of NE at Lincoln)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp, Nebraska		
University of Nebraska System, Nebraska		
University of Nebraska Fac Corp		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System)		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System) Univ Facs Prog Bnds		
Long Term Rating	AA/Stable	Affirmed
University of Nebraska Fac Corp (University of Nebraska System) Univ Facs Prog Bnds (Green Bnds)		
Long Term Rating	AA/Stable	Affirmed

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

MEETING DATE: August 11, 2022

SUBJECT: Naming of the 2nd floor studio space in Architectural Hall East, at the University of Nebraska-Lincoln (UNL), the “DLR Group Studios”, pursuant to *Board of Regents Policy RP-6.2.7.3.b*

RECOMMENDED ACTION: Report

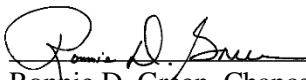
PREVIOUS ACTION: None


EXPLANATION: President Carter and Chancellor Ronnie Green have approved the naming of the 2nd floor studios of Architectural Hall East at UNL the “DLR Group Studios” in recognition of a significant financial contribution by the firm DLR Group.

DLR Group is a global, integrated design firm specializing in architecture, engineering, interiors, and planning. DLR made the first leadership pledge to help fund the Architecture Hall renovation project, which included newly renovated second floor learning and teaching studio space. Naming this space the “DLR Group Studios” recognizes their significant financial contribution towards the renovation, the firm’s history in the state of Nebraska, and their longstanding partnership with the College of Architecture.

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

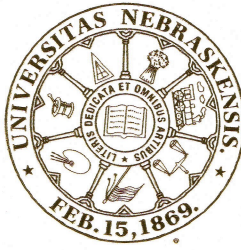
SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business and Finance

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


Walter E. Carter, President
University of Nebraska System

DATE: July 14, 2022

TO:	The Board of Regents	Addendum XI-D-5
MEETING DATE:	August 11, 2022	
SUBJECT:	President's FY2021-22 Year-in-Review	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTION:	August 11, 2022 – the Board of Regents will consider approving grant of performance-based merit pay to President Carter for FY2021-22. December 19, 2019 – the Board of Regents approved the Revised Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska.	
EXPLANATION:	The attached report outlines the President's performance against quantitative metrics set for FY2021-22.	
RECOMMENDED:	Walter E. Carter President	
DATE:	August 2, 2022	



UNIVERSITY OF NEBRASKA

OFFICE OF THE PRESIDENT

MEMORANDUM

DATE: August 2, 2022

TO: Board of Regents

FROM: Ted Carter, President *WEC 8/2/22*

RE: FY2021-22 Year-in-Review

Looking back on the 2021-22 fiscal year, I am pleased with the progress the University has made toward the vision and objectives in the Five-Year Strategy. We have pressed forward in the face of continued public health and economic challenges—a credit to your leadership and the efforts of the chancellors, vice presidents, and leaders across our University. Earlier this year, you set eight quantitative metrics to measure my performance; below, you will find a brief narrative on each metric.

Publish Five-Year Strategy 2.0 with planning horizon to FY2026-27

In June 2022, we published an update to the Five-Year Strategy which included accountability measures in key areas like enrollment, student outcomes, research, workforce development, and efficiency. Our updated strategic plan aims to accomplish five broad goals: (1) creating a new model for student access and success; (2) winning the competition for talent; (3) taking care of our people; (4) working with partners to grow areas of research strength; and (5) setting a high bar for accountability. I am especially pleased that our goals are accompanied by specific, rigorous metrics against which we will publicly measure ourselves, and I look forward to providing regular reports to the Board on our progress.

Set University-wide Sustainability Goals

Earlier this year, we established the “President’s Sustainability Council” with student, faculty, and staff representatives from each campus. This group developed our University-wide sustainability plan, which we plan to publish at a Sustainability Summit this fall.

Fall 2021 Freshman to Sophomore Retention Rate greater than Fall 2020

Regrettably, we did not achieve this metric. Similar to national trends, the University of Nebraska experienced an increase in “stop outs.”

<u>Campus</u>	<u>Fall 2020</u>	<u>Fall 2021</u>	<u>Chg</u>
UNL	82.80%	78.20%	-4.60%
UNO	76.90%	69.20%	-7.70%
UNK	81.10%	75.80%	-5.30%

FY2021-22 University-wide Research Awards greater than FY2020-21

Our research enterprise had a banner year. Highlights include UNL's receipt of the campus's largest external competitive grant—\$51 million from the National Science Foundation (NSF) to advance cutting-edge work in subatomic physics at CERN's Large Hadron Collider; \$7 million from the Diabetes Care Foundation of Nebraska to support UNMC's statewide diabetes care and education program; \$1.1 million from NSF to continue expanding UNO's STEM TRAIL Center; and \$3.4 million from the Nebraska Department of Transportation to support the Nebraska Safety Center at UNK and UNO, among many others.

We also celebrated the fifth anniversary of the Fred and Pamela Buffett Cancer Center. Since opening in June 2017, cancer researchers in the Suzanne and Walter Scott Research Tower have been awarded over \$185 million in new grant funding.

	<u>FY2020-21</u>	<u>FY2021-22 (Est.)</u>	<u>Chg</u>
Research Awards	\$347,504,456	\$360,700,000	\$13,195,544

Develop Relationships with Gubernatorial Candidates and Meet with Legislative Candidates

Vice President Mello and I launched our engagement efforts in earnest following the primary in May 2022. Newly elected Congressman Mike Flood specifically noted in his Q&A with the Lincoln Journal Star that we are arranging a meeting to discuss the University's priorities and needs. Last week during our visit to Northeast Nebraska, we met with a Legislative Candidate, newly appointed State Senator, and returning State Senator. We have a Greater Nebraska trip planned for this fall and several engagements in Omaha, Lincoln, and Central Nebraska.

Obtain 1% or Greater of American Rescue Plan Funding Available

The State of Nebraska received \$1.04 billion in Coronavirus State Fiscal Recovery Funds (CSFRF) from the American Rescue Plan Act (ARPA). The University of Nebraska System was allocated \$86,650,000 from Governor Ricketts and the Nebraska Legislature (8.3%) to support:

UNK-UNMC Rural Health Complex	\$60,000,000	(University request)
UNMC BHECN Grants	25,500,000	
UNL-UNMC Mead Public Health Research	1,000,000	
UNL Climate Change Assessment Report	150,000	

Conduct Pay Equity Compensation Study

In Fall 2021, our Human Resources, Legal, and Business Information Systems (NeBIS) teams, in collaboration with outside consultant Biddle, conducted a pay equity study for Managerial/Professional and Office/Service employment classifications.

Actively Participate in Global/National Organizations to Advance Higher Education

Over the past year, I've continued participation in the Aspen Institute for Higher Education, National Association of System Heads (NASH), and Association of Public Land-grant Universities (APLU) Council of Presidents to learn from my colleagues across our nation.

This spring, I was humbled by an invitation to join the Council on Competitiveness, a national coalition of business, education, and industry leaders working together to champion a bipartisan agenda for innovation and economic growth. As a university representative, I serve as part of the Council's University Leadership Forum, which focuses on the vital role that higher education plays in economic growth and competitiveness. Our initiatives focus on quality education in science, technology, engineering, and math (STEM) fields and the arts, university-industry-government partnerships, and investment in research that leads to new technologies and jobs.

I also had the opportunity this spring to serve on the Naval Education Task Force (NETF) convened by Secretary of the Navy Carlos Del Toro. Service on the NETF affirmed the actions we are taking at the University of Nebraska System, like our long-term facilities renewal plan. Higher education institutions across the country—including the service academies—face similar challenges to NU. As I visit with colleagues, I'm pleased to share that we are leading the pack in terms of strategic foresight.

**BOARD OF REGENTS
YEAR-IN-REVIEW
FY2021-22**

As we close the 2021-22 fiscal year, I wanted to take this opportunity to reflect on the significant accomplishments of the Board this past year. In the face of continued public health and economic challenges, you made critical strides and advanced several key initiatives for the long-term vitality of our institution. The list below is not intended to be exhaustive, but illustrative of successes this past year.

Access, Affordability, and Attainment

The FY2021-22 and FY2022-23 operating budgets approved by the Board of Regents included back-to-back across-the-board tuition freezes—the first in modern times.

With your approval, our operating budget this year also includes an increased investment in Nebraska Promise, allowing us to cover tuition costs for Nebraska students with family incomes of \$65,000 or less. This is an important expansion of access that will address Nebraska’s urgent workforce needs.

In October 2021, the Board adopted two leading-edge guarantees for undergraduate transfer student graduation and returning student degree completion. These guarantees outline paths to degree completion and ensure administrative bureaucracy isn’t a barrier.

Talent Development

Continued innovation in our academic programs is critical to ensuring the workforce of tomorrow. To address talent needs, the Board created the following programs:

- B.A. and B.S. in Data Science at UNL
- B.A. in Computer Science at UNL
- B.S. in Environmental Engineering at UNL
- B.S. in Statistics and Data Analytics at UNL
- Dual Degree Program for concurrent completion of Master of Community and Regional Planning at UNL and Master of Public Health at UNMC
- Graduate Certificate for Dyslexia Specialists at UNO
- Graduate Certificate in Additive Manufacturing at UNL
- Graduate Certificate in Applied Health Informatics at UNMC
- Graduate Certificate in Bioanalytical Chemistry at UNL
- Graduate Certificate in Chromatography and Analytical Separations at UNL
- Graduate Certificate in Educational Neuroscience at UNL
- Graduate Certificate in Financial Analytics at UNL
- Graduate Certificate in French at UNO
- Graduate Certificate in Healthcare Quality Improvement at UNMC
- Graduate Certificate in Homeland Security Focused Business Analytics at UNO
- Graduate Certificate in Machine Learning at UNO
- Graduate Certificate in Sales Excellence at UNL
- Graduate Certificate in Sociology at UNO

- Graduate Certificate in Strategic Innovation and Entrepreneurship at UNL
- Graduate Certificate in Teaching Spanish to Heritage/Bilingual Learners at UNO
- Graduate Certificate in urban Design at UNL
- M.S. in Athletic Training at UNL
- M.S. in Medical Physiology at UNMC
- Master of Respiratory Care at UNMC
- Ph.D. in Biomedical Engineering at UNL
- Special Education K-6 Major within B.S. in Education and Human Sciences at UNL
- Undergraduate Certificate in Perioperative Nursing at UNMC
- Undergraduate Certificate in Spanish for the Helping Professions at UNK

I am especially proud of the number of graduate certificates created by the campuses. In most cases, these programs leverage existing coursework to a credential for students wishing to advance their career and education without pursuing an entire master's degree program.

Culture, Diversity, and Inclusion

Our people are our most important resource; and the Board made several key leadership appointments during the past fiscal year, including:

- Adrian Dowell, Vice Chancellor and Director of Athletics, UNO
- Andrew Belser, Dean, Hixson-Lied College of Fine and Performing Arts, UNL
- Anne Barnes, Vice Chancellor for Business, Finance, and Business Development, UNMC
- Carol Kirchner, Vice Chancellor for Business and Finance, UNO
- Cathy Pettid, Associate Vice Chancellor and Dean of Students, UNO
- Charles Stoltenow, Dean, Nebraska Extension, UNL
- Chris Kabourek, Senior Vice President and CFO
- Evan Boyd, Dean of the Calvin T. Ryan Library, UNK
- Jaci Lindburg, Associate Vice Chancellor for Innovative and Learning-Centric Institution, UNO
- Katherine Ankerson, Executive Vice Chancellor for Academic Affairs, UNL
- Kristen Majocha, Senior Vice Chancellor for Academic Affairs, UNK
- Rich Klein, Vice Chancellor for Strategic Institution and Student Success, UNO
- Trev Alberts, Vice Chancellor and Director of Intercollegiate Athletics, UNL

Further, through the Board approved collective bargaining agreements and the FY2021-22 and FY2022-23 operating budgets, **all** faculty members will be nearing their peer averages. By law, the UNO and UNK unionized faculty are compensated between 98% and 102% of peer averages; and strategic priorities funding will move UNL and UNMC toward 100% of peer averages this year. I'm pleased with the progress we are making in this area as achieving faculty market competitiveness has been a Board of Regents' goal for over a decade.

We committed to refining our policies and procedures to more fully support our students and employees. To fulfill this commitment, the Board:

- Approved revisions to the UNL Bylaws and the Academic Rights and Responsibilities Committee procedures to further codify the process by which a faculty member may be placed on administrative leave and add due process rights for affected individuals.
- Authorized negotiation and execution of recordkeeping and investment fund agreements relating to the University of Nebraska retirement plan, which will result in nearly \$11 million in savings annually for University employees and retirees.
- Approved amendment to Section 4.4.8 of the *Bylaws* to permit Faculty Practice appointments at UNK.

Partnerships

The Board approved an interlocal agreement with the City of Omaha granting UNO Public Safety sworn law enforcement officers the right and ability to enforce the laws of the City of Omaha through citation or arrest based on violations of the Omaha Municipal Code.

The Board approved an amendment to the Interlocal Agreement for the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) to aid the organization's continued growth and maturity.

In October 2021, the Board approved a contract for the Munroe-Meyer Institute (MMI) at UNMC to provide occupational and physical therapy services to Omaha Public Schools.

The Board adopted a resolution supporting the statewide educational attainment goal, established through Legislative Resolution 335. This goal strives for at least 70% of 25-34-year-old Nebraskans earning a degree, certificate, diploma, or other postsecondary/industry-recognized credential by 2030.

Efficiency and Effectiveness

To maintain affordable and high-quality educational opportunities, we must evaluate our academic programs on an ongoing basis. After campus evaluation and based on student demand, the Board discontinued the following programs:

- B.A. in Philosophy at UNK
- B.S. in Agricultural and Environmental Sciences Communication at UNL
- B.S. in Athletic Training at UNL
- B.S. in Grassland Ecology and Management at UNL
- M.S., Ph.D., and Graduate Certificate in Survey Research and Methodology at UNL

The facilities program bonds previously approved by the Board yielded \$400 million to address deferred maintenance programs across the University. Your timing could not have been better. The fact that we were able to launch this effort at a time of historically low interest rates will result in significant savings for Nebraska taxpayers. Further, this program set in motion the first renewal and replacement plan in the nation that will ultimately achieve self-sufficiency. The innovative nature of our approach has been noted at the national level, including extensive coverage in *Inside Higher Ed*. Leading edge facilities underpin our ability to deliver on our teaching, research, and service missions. Over the past year, the Board has approved actions to progress the following facilities projects:

- Architecture Complex at UNL
- Bessey Hall at UNL
- Calvin T. Ryan Library at UNK
- Durham Science Center at UNO
- Feedlot Innovation Center at UNL
- Kiewit Hall at UNL
- Kimball Recital Hall at UNL
- Lied Center for Performing Arts at UNL
- Medical Sciences Building at UNMC
- Morrill Hall at UNL
- Pershing Military and Naval Science Building at UNL
- Phase 2 North Stadium Expansion at UNL
- Saddle Creek Campus Administrative Facility at UNMC
- Saddle Creek Campus Public Improvements at UNMC
- Westbrook Music Building at UNL

Leveraging the University's size and scale, the Board approved an agreement CDW-G to serve as the University's strategic supplier for IT hardware.

TO: The Board of Regents Addendum XI-D-6

MEETING DATE: August 11, 2022

SUBJECT: University of Nebraska System Five-Year Strategy Accountability Measures Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 23, 2022 – President Carter presented the Five-Year Strategy reissue to the Board of Regents, including a set of accountability measures.

EXPLANATION: Attached are accountability measures relating to:

- Winter Term
- Open Nebraska
- Handshake Participation
- Administrative Bloat
- Procurement Savings


SPONSOR: Walter E. Carter, President
University of Nebraska System

DATE: July 28, 2022


**University of Nebraska System
Five-Year Strategy
Accountability Measures**

Updated August 11, 2022


**Winter Term (4.1)
2021-22**

	<u>Target</u>	<u>Outcome</u>
	# of Winter Term Courses > 2020-21	122 courses offered during Winter Term 2021-22

**Winter Term (4.2)
2021-22**

	<u>Target</u>	<u>Outcome</u>
	# of Winter Term Student Credit Hours Completed > 2020-21	5,768 Student Credit Hours Completed during Winter Term 2021-22


**Open Nebraska (8)
2021-22**

	<u>Target</u>	<u>Outcome</u>
	\$8 million in aggregate savings to students	\$9.2 million in aggregate savings to students

**Handshake Participation (10)
2021-22**

	<u>Target</u>	<u>Outcome</u>
Establishes baseline	# of Nebraska businesses with active <i>Handshake</i> account	6,232

**Administrative Bloat (18)
FY2020-21**

	<u>Target</u>	<u>Outcome</u>
	Institutional Support expenditures below peer average	\$794/FTE Student Below Peer Average (19.6% Below)

**Procurement Savings (20)
FY2021-22**

	<u>Target</u>	<u>Outcome</u>
Establishes baseline	Amount saved through University-wide RFPs	\$542,167

LEGEND:



Target Met
or Exceeded



Progress
Towards



Target
Not Met

TO: The Board of Regents Addendum XI-D-7
Academic Affairs

MEETING DATE: August 11, 2022

SUBJECT: Revisions to rules and regulations for self-government organizations:
College of Arts and Sciences at UNO

RECOMMENDED ACTION: Report

PREVIOUS ACTION: January 10, 2010 – The Board of Regents approved an amendment to Section 1.2 of the *Bylaws of the Board of Regents of the University of Nebraska* to revise the process for approval of rules and regulations for faculty and student self-government organizations.

EXPLANATION: Section 1.2 of the *Bylaws of the Board of Regents of the University of Nebraska* states, “In any case where any officer, group, or agency has been authorized by these *Bylaws* to adopt rules or regulations, such rules or regulations, before they may be effective, shall be:

- (1) considered by the officer, group, or agency at a public hearing held after giving reasonable advance public notice thereof;
- (2) reviewed and approved by the General Counsel for consistency with these *Bylaws* and applicable policies, laws, and regulations; and
- (3) filed with the Corporation Secretary for report to the Board.

Consistent with these *Bylaws* and operating procedures, the following changes have been filed with the Corporation Secretary since the last meeting of the Board:

- Revisions to the *Bylaws* of the College of Arts and Sciences at UNO.

These changes are available for inspection in the Office of the Corporation Secretary.

REPORTED BY:


Philip J. Bakken
Corporation Secretary

DATE: July 26, 2022

Bylaws of the College of Arts and Sciences at the University of Nebraska at Omaha

Article I. Name

The College of Arts and Sciences of the University of Nebraska at Omaha (hereafter referred to as the College) is an administrative unit established in accordance with the *Bylaws of the Board of Regents of the University of Nebraska*.

Article II. Object

The object of the College is to further the knowledge of liberal arts and sciences and the intellectual capacities of all students enrolled at the University of Nebraska at Omaha.

Article III. Membership

Section 1. Voting membership of the Faculty of the College (hereafter referred to as the Faculty)

- A. Full-time faculty of the College holding continuous appointments, appointments for a specific term, or special appointments are voting members.
- B. Faculty with appointments to more than one college, including the College, will each declare in which college they desire to be voting members.
- C. Those faculty participating in a partial or phased retirement program may continue voting membership by written declaration to the Dean of their intention to fulfill the responsibilities of such membership, including the responsibilities as representatives of the College or their division if elected.
- D. Subject to the powers vested in the Board of Regents of the University of Nebraska, or delegated to its administrative officers, the immediate government of the college shall be by its Faculty.

Section 2. Membership, without vote

The Dean of the College is a member without voting privileges, as are Associate and Assistant Deans of the College, other members of the Faculty holding full-time administrative appointments in the University of Nebraska system, and Emeritus faculty.

Article IV. Office of the Dean

Section 1. Responsibilities

The Dean of the College shall provide educational leadership; be the officer primarily charged with the administration of the College; serve as intermediary between the College and the University; be the presiding officer at Faculty meetings; select student representation to attend student appeal hearings of the Educational Policy Committee; report to the Faculty regarding the status of past College legislation.

Section 2. Selection of the Dean

Appointment of the Dean shall be recommended to the President and the Board of Regents by the Chancellor, following procedures specified in the *Bylaws of the Board of Regents of the*

University of Nebraska. When College recommendations are made for membership on an advisory/search committee, these shall be made by the College Advisory Committee. Every three to five years the Advisory Committee shall make recommendations to the Chancellor or designated representative concerning continued appointment of the Dean. More frequent evaluations may be conducted at the discretion of the College Advisory Committee or in response to a petition of at least twenty percent of the full-time faculty of the College.

Section 3. Temporary vacancy

In case of incapacitation or other temporary vacancy in the office of the Dean, the Advisory Committee shall confer with the Senior Vice Chancellor for Academic and Student Affairs on the appointment of an Acting Dean.

Section 4. Board of Chairs and Directors

- A. Object. The Board shall provide a forum for communication and discussion of problems and concerns relating to administration, make recommendations to the Dean in matters relating to University administrative policies and procedures which affect the College, make recommendations to the Dean in matters relating to administrative policies and procedures within the College and its departments or other administrative units, and advise the Dean on matters delegated to it by a standing committee. These duties shall not supersede those delegated to the standing committees described in Article VIII, section 1.
- B. Membership. The Board shall consist of chairs of all academic departments of the College and the academic heads of its schools and the academic programs in or administered by the College. The Dean, Associate Deans and Assistant Deans are ex officio members without voting rights. Faculty of programs associated within an academic department chaired by someone with alternate disciplinary affiliation may, as they choose, designate a representative without vote from among themselves. In the event a member must be absent from a Board meeting, the member may designate an alternate.
- C. Presiding Officer. At the first meeting of each academic year, a presiding officer shall be elected from among the members of the Board. This presiding officer shall be responsible for presiding at meetings; establishing the meeting time and place for regular and special meetings; receiving agenda items for meetings and distributing agendas to members; and acting as representative for the Board.
- D. Meetings. The Board shall convene at regular intervals to be determined by the membership at the beginning of each academic year. Any member may request that the presiding officer include an item on the agenda of a regular meeting. Special meetings may be called at the request of the Dean, the Senior Vice Chancellor for Academic and Student Affairs, the Chancellor, or any four members of the Board.

Article V. College Meetings

Section 1. Schedule and notice

Regular meetings will be held each fall and spring at a time designated by the Dean with at least two weeks' notice given to the Faculty. Special meetings may be called by the Chancellor, the Senior Vice Chancellor for Academic and Student Affairs, or the Dean. Special meetings must be called by the Dean within ten workdays after petition by at least ten Faculty members, request of the Advisory Committee, or vote of the Faculty when in regular or special session. Notice of at

least five working days must be given to the Faculty of such special session, including the business to be transacted.

Section 2. Quorum

Twenty percent of the Faculty will constitute a quorum.

Section 3. Presiding officer

The Dean will preside at meetings of the College. In the absence of the Dean, the Advisory Committee will designate the presiding officer, who may be the chairperson of the Advisory Committee.

Section 4. Meetings

The format and structure of each meeting will be determined by the Advisory Committee in consultation with the dean.

Agendas of regular meetings will include opportunities for reports of standing committees and Dean's councils. A quorum of the Faculty is empowered to approve minutes, receive reports, and introduce, discuss and amend motions, and approve motions such as personal commendations which do not impact further action by the College, its departments or other administrative units, or its committees. Items which do call for further action by the College must be submitted, with a summary of the discussion, to the entire Faculty for vote by ballot.

Article VI. Divisions

For the purpose of College committee membership, departments and Faculty are hereby partitioned into three divisions: Natural Sciences, Social Sciences, and Humanities. Natural Science departments are Biology, Chemistry, Geography-Geology, Mathematics, and Physics. Social Science departments are Black Studies, Political Science, Psychology, and Sociology & Anthropology. Humanities departments are English, Foreign Languages, History, and Philosophy & Religion.

Article VII. Departments and Chairs

Section 1. Departments and meetings

A department is an academic community of interest and an administrative unit of the College. Subject to the jurisdiction of institutions which have overall responsibility for the University of Nebraska at Omaha and in conformity with the policies of the College of Arts and Sciences, a department shall determine its policies and programs through means adopted by the department. The chair of the department or the departmental staff may make recommendations to the Dean and Faculty of the College concerning the welfare of the department or its relations to other departments. Before making such recommendations, the chair of the department shall consult with the departmental faculty. Where the recommendation of the chair differs from the advice given by the departmental faculty, the chair shall so inform the Dean. Meetings of the departmental staff may be called by the Chancellor, the Dean, the chair, or by a majority of its members.

Section 2. Chair

A. The department chair shall be responsible to the Dean for departmental administration; be the department's official representative in all matters except those delegated to other members of

the department; and serve as intermediary between the department and other individuals and units of the university.

- B. Chairs shall be appointed as provided in the *Bylaws of the Board of Regents*, upon recommendation of the Dean, after appropriate consultation with the departmental faculty and concurrence by the Senior Vice Chancellor for Academic and Student Affairs for a term not exceeding four years. Within a reasonable time before recommending the reappointment of a chair, the Dean shall take a closed ballot of the department members on the question of reappointment of the incumbent.
- C. In case of a vacancy existing or pending in a department chair, the Dean will request that the department provide one or more names of potential candidates for chair, a request which shall be fulfilled through means adopted by the department.

Article VIII. Committees

Section I. Standing Committees

- A. There shall be ~~three~~ four standing committees: the Advisory Committee, the Educational Policy Committee, the Reappointment, Promotion and Tenure Committee, and ~~the Diversity, Equity, Accessibility, and Inclusion (DEAI) Committee~~.
- B. Eligibility.
 - a. ~~Standing committees~~ The Advisory Committee, the Educational Policy Committee, and the Reappointment, Promotion and Tenure Committee will be composed of elected members of the Faculty. ~~Members of the Reappointment, Promotion and Tenure Committee must also be tenured.~~ The Advisory Committee, the Educational Policy Committee, the Reappointment, Promotion and Tenure Committee, and the Diversity, Equity, Accessibility, and Inclusion Committee ~~No standing committee shall have no more than two members from a given department. Faculty shall not be eligible for consecutive terms on a committee or for membership on more than one standing committee. Faculty on leave or sabbatical are replaced.~~
 - b. ~~Members of the Reappointment, Promotion and Tenure Committee must also be tenured.~~
 - c. ~~The Diversity, Equity, Accessibility, and Inclusion Committee membership will be open to all interested, eligible faculty or staff members in the College of Arts and Sciences regardless of department or unit, with a maximum of 2 total faculty members from any given department or unit serving on the committee at one time. The size of the committee may range from a minimum of 7 total members to a maximum of 10 total members. (If the total number of DEAI committee members is an even number, a deadlocked vote will mean the motion does not carry and, if appropriate, the previously held policy will remain in place.)~~
 - d. ~~Members on any standing committee shall not be eligible for consecutive terms on a committee or for membership on more than one standing committee. Faculty on leave or sabbatical are replaced.~~
- C. Term of service. Each standing committee shall be composed of three members from each division ~~(excepting the Diversity, Equity, Accessibility, and Inclusion Committee, see Part B, section c above)~~ on staggered terms of three years, so that normally one-third of the faculty and division membership is elected each year.

D. Election.

- a. The election of standing committee members and representatives to the Faculty Senate and Graduate Council shall be conducted annually. The Advisory Committee shall prepare hare preferential ballots containing names of eligible faculty members nominated that year by the chair or director of their academic units. The ballot will group nominees for College committees by division. All Faculty vote on representatives for all divisions. Any faculty nominated and elected to more than one College committee will select on which one of these to serve. Otherwise the nominee in each division receiving the highest number of votes shall be elected, or elected to the longer term if there is more than one. If there is more than one opening, the nominee receiving the second highest number of votes shall be elected to the shorter term. If a standing committee vacancy arises at a time which would otherwise require a special election, or if a vacancy for one semester or less appears, the eligible candidate receiving the next higher number of votes for that seat will be appointed to fill the vacant term. Tie votes will be determined by lot.
 - b. Election of faculty to the Diversity, Equity, Accessibility, and Inclusion Committee will be commensurate with all aspects in Part D, section a above with the exception that the ballot will not group nominees for this committee by division. Nominees for the DEAI Committee will be voted on by grouping all nominees together and voting for the specified number of open position(s) due to departure(s) on the committee. Election for staff to the DEAI Committee will consist of the current DEAI committee soliciting yearly nominations from CAS staff. CAS Staff will then vote for their representative(s) to serve a term of two years. No more than two staff representatives may serve on the committee at the same time.
- E. Faculty Senate. Each academic department will maintain a representative on the Faculty Senate. The faculty of each department will decide on a method for selecting nominees, runners-up, and replacements when replacements are needed. The department chair is responsible for implementing the method chosen. Nominees will be elected by the College faculty each January or as required by the Faculty Senate.
- F. Ex-officio members. The Dean or the Dean's designated representative shall be an ex-officio member of each standing committee without voting privileges.
- G. Officers. The members of each standing committee will elect a chair from among the voting membership. The chair will preside at meetings of the committee, and report committee actions at regular meetings of the Faculty. Each committee is free to designate and select other officers.

Section 2. The Advisory Committee

The Advisory Committee shall advise the Dean on matters initiated by the Committee or by the faculty; advise the Dean on matters the Dean refers to it; formulate legislation for presentation to the Faculty; set the agenda for meetings of the College; advise the Dean on implementation of College legislation, Faculty Development Fellowship awards and policies, and Faculty Awards; oversee Faculty Representative Elections and *College Bylaws* review and maintenance; review the long run and general aspects of the College's activities, including staff, facility, and technology requirements and the strategic planning process for the College.

Section 3. The Educational Policy Committee

- A. Academic standards. The Educational Policy Committee shall
 1. advise the Dean on all matters of educational policy;
 2. advise the Dean on the academic appeals policies and procedures of the departments;
 3. advise the Dean on appointment of the College representatives to the University's General Education Steering Committee;
 4. exercise general oversight of the college's academic standards as published in the student catalog;
 5. recommend to the Faculty proposed legislation concerning admission and graduation requirements of the College, submitting proposals to the Advisory Committee for inclusion in the College meeting agenda and balloting;
 6. evaluate proposals for new academic programs and changes to existing academic programs and advise the Dean on such matters; academic programs include majors, minors, concentrations (CPACS and A&S), and certificates;
 7. evaluate proposals for new courses and changes to existing courses and advise the Dean on such matters.
- B. Academic appeals. The Educational Policy Committee shall be authorized by the Faculty
 1. to assess the impact of College rules on students' progress toward graduation through periodic review of the number and kinds of exemptions effected by the Dean's staff;
 2. to serve as an appeals committee for students who believe that evaluation of their academic progress has been prejudiced or capricious.
 - a. In preparation for serving as an appeals committee, the Committee shall invite the Dean to designate two student representatives, selected from a list of four supplied by the Student Regent, to attend grade appeal hearings and deliberations.
 - b. If the committee finds that a faculty member has been capricious or prejudiced in assigning a grade, the committee shall advise the Dean accordingly.

Section 4. The Reappointment, Promotion and Tenure Committee

The Reappointment, Promotion and Tenure Committee shall have general faculty review responsibilities; advise the Dean on appeals of annual review which impact exceptional performance salary increases; recommend policies concerning reappointment, promotion, and continuous appointment within the College; be consulted by the Dean in recommending the reappointment, non-reappointment, promotion, continuous appointment, demotion, transfer, or dismissal of any Faculty member of the College. If the recommendation of the Reappointment, Promotion and Tenure Committee on any individual faculty review differs from the Dean's recommendation, the Dean shall so inform the committee in writing with copies to the Senior Vice Chancellor for Academic and Student Affairs and the Chancellor.

Each year the committee will review the *Reappointment, Promotion and Tenure Guidelines* of the College and report to the Faculty of the College at the spring college meeting regarding the continued appropriateness of the guidelines or make recommendations for change.

Section 5. Diversity, Equity, Accessibility, and Inclusion Committee

The Diversity, Equity, Accessibility, and Inclusion Committee shall advise the Dean on all matters regarding Diversity, Equity, Accessibility, and Inclusion (DEAI) within the College of Arts and Sciences and in line with UNO and NU system policies and initiatives. The committee will meet regularly to maintain strategic focus on the following list of duties within the College of Arts and Sciences:

1. provide continual resources to all CAS faculty and staff in the form of regular programmatic content related to issues of DEAI;
2. collaborate with appropriate campus entities to maintain DEAI-focused resources;
3. recognize and celebrate DEAI efforts by faculty, staff, and students in CAS;
4. provide DEAI-focused curriculum guidance for individuals, programs, and departments;
5. advise CAS administrators regarding DEAI-related matters.

Section 56. Special Committees

Special committees may be created by the Dean, the Faculty, and the standing committees. Members of special committees will be appointed by the Dean, unless otherwise determined for special committees created by the Faculty or one of its standing committees.

Article IX. Supra-Departmental or Inter-Departmental Units

Supra-Departmental or Inter-Departmental units, such as schools and interdisciplinary programs, may be established. Channels of administrative communication shall be defined when such units are created. Annual assessment and reappointment recommendations for faculty in such units shall be the consistent responsibility of a single administrator, such as department chair or school director.

Article X. Initial acceptance of Bylaws

This document replaces the Constitution and Bylaws of the College of Arts and Sciences, as last amended in ~~2014~~2018. A two-thirds approval of the Faculty voting on the question will be necessary for acceptance of these Bylaws, which will become effective upon promulgation by the Chancellor of the University of Nebraska at Omaha and the Board of Regents of the University of Nebraska.

Article XI. Amendment

Section 1. Proposal of amendments

Amendments to the *Bylaws* may be proposed by the Advisory Committee, a special *Bylaws* committee, or by petition to the Advisory Committee of at least twenty Faculty members. Proposed amendments to the *Bylaws* will be circulated in writing to the Faculty by the Advisory Committee at least five workdays prior to the next regular or special Faculty meeting.

Section 2. Approval of amendments

The Advisory Committee will create and distribute the ballot; verify and distribute the results of the ballot. Approval by two thirds of the Faculty voting on the question will be necessary for adoption. Amendments will take effect when the requirements of Section 1.2 of the *Bylaws of the Board of Regents of the University of Nebraska* have been satisfied.

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

MEETING DATE: August 11, 2022

SUBJECT: Renewal of Insurance Policies

RECOMMENDED ACTION: Report


EXPLANATION: Pursuant to Section 6.4 of the *Bylaws*, the President shall have authority to approve and execute any contract not otherwise described in Regents' Policy 6.3.1(4), provided that the contract does not exceed \$5 million in the aggregate over the term of the contract. All such contracts in excess of \$1 million shall be reported to the Board of Regents at the next regular meeting.

Renewal of the following insurance policies are expected to have an aggregate impact on the University in excess of \$1 million and are thus reported to the Board of Regents:

- Student Health Insurance: FY2022-23 - \$3,603.11/person
United Healthcare Student Resources
- Excess Liability Insurance: FY2022-23 - \$1,092,582
United Educators
- Property Insurance: FY2022-23 - \$4,627,800
FM Global

These items have been reviewed by the Business and Finance Committee.

SPONSOR: Chris J. Kabourek
Senior Vice President and CFO

APPROVED: 
Walter E. Carter, President
University of Nebraska System

DATE: July 14, 2022

Lincoln, Nebraska
June 23, 2022

The Board of Regents of the University of Nebraska met on June 23, 2022, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 and Attachment 2 (pages 166-167).

In compliance with the provisions of Neb. Rev. Stat. § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first-floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on June 13, 2022 and June 15, 2022.

Regents present:

Timothy Clare, Vice Chair
Paul Kenney
Elizabeth O'Connor
Bob Phares, Chair
Jim Pillen
Jack Stark
Barbara Weitz
Emily Saadi, University of Nebraska at Kearney
Jacob Drake, University of Nebraska-Lincoln
Nicole Kent, University of Nebraska Medical Center
Tori Sims, University of Nebraska at Omaha

Regents not present:

Rob Schafer - attending family funeral

University officials present:

Walter E. Carter, President
Jeffrey P. Gold, Executive Vice President and Provost; and
Chancellor, University of Nebraska Medical Center
Philip J. Bakken, Corporation Secretary
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Senior Vice President and CFO
Heath M. Mello, Vice President for External Relations
Stacia L. Palser, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

Motion Moved by Stark and seconded by Pillen to approve the minutes and ratify the actions of the regularly scheduled meeting on April 8, 2022.

Action Student Opinion: Voting Aye: Kent, Saadi, Sims, Drake. Voting Aye: Kenney, O'Connor, Phares, Pillen, Stark, Weitz, Clare. Motion carried.

Chair Phares announced the location of the Open Meeting Act in the Boardroom.

Chair Phares welcomed newly-elected Student Regents Emily Saadi, University of Nebraska at Kearney; Jacob Drake, University of Nebraska-Lincoln; Nicole Kent, University of Nebraska Medical Center; and Tori Sims, University of Nebraska at Omaha.

President Carter welcomed returning Faculty Senate President Derek Boeckner, University of Nebraska at Kearney; and newly-elected Faculty Senate Presidents Deb Minter, University of Nebraska-Lincoln; Trek Langenhan, University of Nebraska Medical Center; and Peggy Jones, University of Nebraska at Omaha.

IV. PRESENTATIONS

None

V. KUDOS

Regent Kenney presented a KUDOS award to Karen and Troy Volz, Mail Regulations Clerks at the University of Nebraska at Kearney.

Regent Drake presented a KUDOS award to Michael Bergland-Riese, Communications Coordinator for Nebraska Extension at the University of Nebraska-Lincoln.

Regent Weitz presented a KUDOS award to Amelia Stoltman, Administrator, Office of Transformational Practice and Partnership, College of Nursing at the University of Nebraska Medical Center.

Regent Sims presented a KUDOS award to Allison Deveny, Academic and Career Coach, University of Nebraska at Omaha.

VI. RESOLUTION

Motion Moved by Weitz and seconded by Clare to approve Addendum VI-1.

VI-1 Resolution in support of the statewide attainment goal

Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Phares, Pillen, Stark, Weitz, Clare, and Kenney. Motion carried.

VII. HEARINGS

Amendments to Section 4.4.8 of the *Bylaws of the Board of Regents*, relating to Faculty Practice and Faculty Research Appointments

VIII. PRESIDENT’S REMARKS

President Carter addressed the Board, providing detail on the updated Five-Year Strategy and associated accountability measures. Copies of both documents were distributed to the Board of Regents.

IX. PUBLIC COMMENT

None

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Clare and seconded by Kenney to approve all Consent items.

A. ACADEMIC AFFAIRS

University of Nebraska System

X-A-1 President’s Personnel Recommendations

X-A-2 Approval of academic program reviews report required by the Nebraska Coordinating Commission for Postsecondary Education (CCPE) and approval to forward the program review report to the CCPE

X-A-3 Approval of monitoring reports as required by Neb. Rev. Stat. § 85-1414(5) and the Coordinating Commission for Postsecondary Education (CCPE) and approval to forward the monitoring reports to the CCPE

University of Nebraska at Kearney

X-A-4 Approval of in-depth program review and monitoring plan for the Bachelor of Science (BS) in Public Administration at UNK as required by Neb. Rev. Stat. § 85-1414(5) and the Coordinating Commission for Postsecondary Education (CCPE)

University of Nebraska-Lincoln

X-A-5 Approval of in-depth program review and monitoring plan for the Master of Science (MS) in Veterinary Science at UNL as required by Neb. Rev. Stat § 85-1414(5) and the Coordinating Commission for Postsecondary Education (CCPE)

X-A-6 Approval of Outside Employment for Dr. Katie Edwards and Dr. Lorey Wheeler from the College of Education and Human Sciences at UNL

University of Nebraska at Omaha

X-A-7 Approval of in-depth program review and monitoring plan for Bachelor of Arts (BA) in Latino/Latin American Studies at UNO as required by Neb. Rev. Stat. § 85-1414(5) and the Coordinating Commission for Postsecondary Education (CCPE)

B. BUSINESS AND FINANCE

University of Nebraska-Lincoln

X-B-1 Approval to reappoint Michael Boehm, Tonn Ostergard, and Matt Williams to the Nebraska Innovation Campus Development Corporation (NICDC) Board of Directors

X-B-2 Approval to designate a bequest from the Roger Stueckrath estate to establish the “Roger and Dana Stueckrath Memorial Scholarship” as a quasi-endowment at the College of Engineering at UNL

Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Phares, Pillen, Stark, Weitz, Clare, Kenney, and O’Connor. Motion carried.

Chair Phares acknowledged Charlie Bicak’s retirement as Senior Vice Chancellor for Academic and Student Affairs at the University of Nebraska at Kearney. Chancellor Kristensen presented Senior Vice Chancellor Bicak with the Chancellor’s Medal.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska System

Motion Moved by Kenney and seconded by Weitz to approve item XI-A-1.

XI-A-1 Approval to amend Section 4.4.8 of the *Bylaws of the Board of Regents*, relating to Faculty Practice and Faculty Research Appointments

Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Pillen, Stark, Weitz, Clare, Kenney, O’Connor, and Phares. Motion carried.

Motion Moved by Stark and seconded by Clare to approve item XI-A-2.

XI-A-2 Approval to amend Regents’ Policy 5.7.1 relating to resident tuition categories

Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Stark, Weitz, Clare, Kenney, O’Connor, Phares, and Pillen. Motion carried.

University of Nebraska-Lincoln

Motion Moved by Clare and seconded by Weitz to approve item XI-A-3.

XI-A-3 Approval to create the Bachelor of Arts (BA) and Bachelor of Science (BS) in Data Science to be administered by the Department of Mathematics in the College of Arts and Sciences, the Department of Statistics in the College of Agricultural Sciences and Natural Resources, and the School of Computing in the College of Engineering at UNL

Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: Stark, Weitz, Clare, Kenney, O’Connor, Phares, and Pillen. Motion carried.

B. BUSINESS AND FINANCE

- Operating Budget
- Motion Moved by Pillen and seconded by Clare to approve items XI-B-1, XI-B-2, XI-B-3, and XI-B-4.
- XI-B-1 Approval of Fund B, University Program and Facilities Fee (UPFF) 2022-23 Allocation for the University of Nebraska at Kearney
- XI-B-2 Approval of Fund B, University Program and Facilities Fee (UPFF) 2022-23 Allocation for the University of Nebraska-Lincoln
- XI-B-3 Approval of Fund B, University Program and Facilities Fee (UPFF) 2022-23 Allocation for the University of Nebraska Medical Center
- XI-B-4 Approval of Fund B, University Program and Facilities Fee (UPFF) 2022-23 Allocation for the University of Nebraska at Omaha
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Weitz, Clare, Kenney, O'Connor, Phares, Pillen, and Stark. Motion carried.
- Motion Moved by Clare and seconded by O'Connor to approve items XI-B-5 and XI-B-6.
- XI-B-5 Approval of the FY2022-23 Operating Budget and 2022-23 tuition rates for the University of Nebraska System
- XI-B-6 Approval of the FY2022-23 Operating Budget and 2022-23 tuition rates for the Nebraska College of Technical Agriculture
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Clare, Kenney, O'Connor, Phares, Pillen, Stark, and Weitz. Motion carried.
- University of Nebraska System
- Motion Moved by Weitz and seconded by Kenney to approve item XI-B-7.
- XI-B-7 Approval to amend the Interlocal Agreement for the Nebraska Statewide Workforce and Educational Reporting System (NSWERS)
- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Kenney, O'Connor, Phares, Pillen, Stark, Weitz, and Clare. Motion carried.
- University of Nebraska at Kearney
- Motion Moved by Kenney and seconded by Clare to approve item XI-B-8.
- XI-B-8 Approval to amend the agreement with Enrollment Advisory Group, LLC for International Student Recruitment
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Phares, Pillen, Stark, Weitz, Clare, and Kenney. Motion carried.

	<u>University of Nebraska-Lincoln</u>
Motion	Moved by Clare and seconded by Pillen to approve item XI-B-9.
XI-B-9	Approval of the project scope, schedule, and budget for the Feedlot Innovation Center at the Eastern Nebraska Research, Extension, and Education Center (ENREEC) at UNL
Action	Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Phares, Pillen, Stark, Weitz, Clare, Kenney, and O'Connor.
Motion	Moved by Weitz and seconded by Pillen to approve item XI-B-10.
XI-B-10	Approval to name the Human Sciences Building on East Campus the "Gwendolyn A. Newkirk Human Sciences Building" at UNL
Action	Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Pillen, Stark, Weitz, Clare, Kenney, O'Connor, and Phares. Motion carried.
	<u>University of Nebraska Medical Center</u>
Motion	Moved by Weitz and seconded by Kenney to approve item XI-B-11.
XI-B-11	Approval of program statement, ground lease, condominium declaration, and covenants for the Saddle Creek Campus (SCC) Administration Facility at UNMC
Action	Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Stark, Weitz, Clare, Kenney, O'Connor, Phares, and Pillen. Motion carried.
Motion	Moved by Kenney and seconded by Pillen to approve item XI-B-12.
XI-B-12	Approval of program statement for the College of Dentistry Lincoln Campus Building Modernization Project at UNMC
Action	Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: Stark, Weitz, Clare, Kenney, O'Connor, Phares, and Pillen. Motion carried.
Motion	Moved by Kenney and seconded by Weitz to approve item XI-B-13.
XI-B-13	Approval of contingent fee billing services agreement between the Munroe-Meyer Institute (MMI) at UNMC and Nebraska Medicine
Action	Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Weitz, Clare, Kenney, O'Connor, Phares, Pillen, and Stark. Motion carried.
	<u>University of Nebraska at Omaha</u>
Motion	Moved by Kenney and seconded by Clare to approve item XI-B-14.
XI-B-14	Approval to waive the requirements of Regents' Policy 6.2.7 with respect to facilities named for current employees and naming the drive south of Baxter Arena between S 67 th Street and S 64 th Avenue "Dr. Jeffrey P. Gold Drive"
Action	Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Clare, Kenney, O'Connor, Phares, Pillen, Stark, and Weitz. Motion carried.

C. REPORTS

- XI-C-1 Report on expedited approval of the Graduate Certificate for Dyslexia Specialists in the Department of Special Education and Communication Disorders in the College of Education, Health, and Human Sciences at UNO
- XI-C-2 Report on renaming the Department of Mathematics to the Department of Mathematical and Statistical Sciences in the College of Arts and Sciences at UNO
- XI-C-3 Report on renaming the Bachelor of Science in Education (BSEd) in Kinesiology to the Bachelor of Science (BS) in Kinesiology in the School of Health and Kinesiology in the College of Education, Health, and Human Sciences at UNO
- XI-C-4 Report on renaming the Bachelor of Science (BS) in Mechanized Systems Management to the Bachelor of Science (BS) in Agricultural Systems Technology in the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources at UNL
- XI-C-5 Report on Laboratory, Student, and Miscellaneous Fees for 2022-2023
- XI-C-6 Annual Program Monitoring Report for Bachelor of Arts (BA) in Art History and Bachelor of Science (BS) in Black Studies at UNO
- XI-C-7 Quarterly Personnel Report for the period January through March 2022
- XI-C-8 Report on Residence Hall Room and Board Rates for Academic Year 2022-23 at UNK
- XI-C-9 Report on Residence Hall Room and Board Rates for Academic Year 2022-23 at UNL
- XI-C-10 Report on Residence Hall Room and Board Rates for Academic Year 2022-23 at UNO
- XI-C-11 Report on emergency budget increase for Scott Engineering Center Renovation and Link Replacement at UNL
- XI-C-12 Report on naming the east vestibule of Architecture Hall the “W. Cecil Steward Vestibule” at UNL
- XI-C-13 Report on bids and contracts
- XI-C-14 Quarterly report on gifts, grants, contracts, and bequests
- XI-C-15 Quarterly report on capital construction projects
- XI-C-16 Report on revisions to rules and regulations for self-government organizations: Student Government Association at UNO, College of Journalism and Mass Communications at UNL, and College of Arts and Sciences at UNL

Chair Phares accepted the reports on behalf of the Board.

XII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Phares at 10:48 a.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Robert A. Phares
Chair of the Board



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, June 23, 2022, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

In accordance with the requirements of Section 1.11 of the *Bylaws of the Board of Regents*, notice is hereby given that at the above-described meeting, amendments to Section 4.4.8 of the *Bylaws* shall be proposed, as indicated in the attached agenda item.

An agenda of subjects not related to the proposed *Bylaw* amendments will be subsequently posted in accordance with the law, the *Bylaws*, and rules which govern the Board of Regents. When so posted, the full agenda for the meeting will be available for inspection in the Office of the Corporation Secretary of the Board of Regents at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska and at <https://nebraska.edu/regents/agenda-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 System.

Dated: June 13, 2022

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska



Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | nebraska.edu



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An agenda of subjects to be considered at said meeting, kept on a continually current basis, is available for inspection in the Office of the Corporation Secretary of the Board of Regents at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska and at <https://nebraska.edu/regents/agenda-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 System.

Dated: June 15, 2022

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska



Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | nebraska.edu