

**UNIVERSITY OF ALABAMA SYSTEM
BOARD RULE 415
BOARD SUBMITTAL CHECKLIST CRITERIA**

**BOARD SUBMITTAL CHECKLIST NO. 8
ACQUISITION OF PROPERTY ¹¹**

CAMPUS: The University of Alabama

PROJECT NAME: Acquisition of 700 Wallace Wade Avenue, Tuscaloosa, Al

MEETING DATE: November 3-4, 2022

- ☒ 1. Board Submittal Checklist No. 8
- ☒ 2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of Trustees (or Executive Committee) Meetings
- ☒ 3. Proposed Board Resolution requesting approval of acquisition of property by the Board of Trustees
- ☒ 4. Executive Summary
- ☒ 5. Locator Map(s)
- ☒ 6. Property Appraisals or Executive Summary of Appraisal
- ☒ 7. Proposed Purchase Contract
- ☒ 8. Phase I – Environmental Assessment

Prepared by: *Rob Cooper (SRC)*

Approved by: *Tim Cooper*



¹¹ Reference Tab 3S - Board Rule 415 Instructional Guide

October 3, 2022

Chancellor Finis E. St. John IV
The University of Alabama System
500 University Boulevard East
Tuscaloosa, Alabama 35401

Dear Chancellor St. John,

I am pleased to send to you for approval under Board Rule 415 the attached documents for the Acquisition of property located at 700 Wallace Wade Avenue.

The resolution requests authorization to acquire the property.

The item has been thoroughly reviewed and has my endorsement. With your concurrence, I ask that it be added to the agenda for the Board of Trustees of The University of Alabama at their regular meeting on November 3-4, 2022.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE ACQUISITION
BOARD OF TRUSTEES SUBMITTAL**

**BOARD OF TRUSTEES EXECUTIVE MEETING
DATE: NOVEMBER 3-4, 2022**

CAMPUS:	The University of Alabama
PROJECT NAME:	Acquisition of 700 Wallace Wade Avenue
PROJECT LOCATION:	700 Wallace Wade Avenue Tuscaloosa, Alabama 35401
LEGAL DESCRIPTION:	Exhibit A - See attached
LOT SIZE:	1 acre more or less*
IMPROVEMENTS:	None
PURCHASE PRICE:	\$6,140,000*
FINANCING:	None
FUNDING SOURCE:	University Quasi Federal Land Grant
APPRAISAL VALUE:	\$5,700,000 -See attached Exhibit 2
DATE OF APPRAISAL:	September 14, 2022
LICENSES APPRAISER:	Roger Ball, MAI, AI-GRS, SR/WA #G00936
ESTIMATED O&M:	Not Applicable
ENVIRONMENTAL ASSESSMENT DATE:	September 26, 2022
ENVIRONMENTAL ASSESSMENT:	Exhibit 3- See Attached No additional environmental investigation is warranted at this time.

**Executive Summary
Acquisition of Property
Board of Trustees Submittal
Meeting Date; November 3-4, 2022**

CURRENT OWNER: Spectrum Tide II, LLC

**ACQUISITION
ALTERNATIVES:**

The parcel is contiguous to other University parcels and increases the University's presence along Frank Thomas Avenue and Wallace Wade Avenue and enhances access and function of existing properties

**RELATIONSHIP TO
INSTITUTION
PRIORITIES:**

The Property holds strategic value as it is positioned adjacent to existing property and will allow the University to consolidate holdings in the area.

The acquisition of this Property will open up development opportunities to provide revenue to support the institutional mission, will allow the University to increase its presence along Wallace Wade Avenue and Frank Thomas Avenue and enhance the value of adjacent University properties.

*The transaction includes the termination by merger and unity of title of a +/- .08 acre access easement across current University property from Wallace Wade to the proposed acquisition. This easement currently encumbers and restricts development of the University's adjacent Wallace Wade lot. The value of the easement included in the Purchase was extrapolated on a square foot basis (approximately \$132/SF) from the appraised value of the parcel being acquired.

Exhibit A

LEGAL DESCRIPTION

Lot 2 Westgate, a map or plat of which is recorded in Plat Book 2018, at Page 20 in the Probate Office of Tuscaloosa County, Alabama, reference to the said map or plat being hereby made in aid of and as a part of this description.

Note: The Easement recorded at Deed Book 2001, Page 7478 in the Tuscaloosa County Probate Court shall be terminated by merger and unity of title shall vest in the Purchaser. The Parties agree to execute and record all instruments necessary to give effect to said merger.

ACQUISITION OF 700 WALLACE WADE AVENUE

LOCATION MAP



ACQUISITION OF 700 WALLACE WADE AVENUE

SITE MAP



ACQUISITION OF 700 WALLACE WADE AVENUE

SITE PHOTO



Exhibit 3

REPORT OF PHASE I ENVIRONMENTAL SITE ASSESSMENT

**SPECTRUM, LLC
700 WALLACE WADE AVENUE – 0.966-ACRES
TUSCALOOSA, TUSCALOOSA COUNTY, ALABAMA**

Prepared for:

**The University of Alabama
Attn: Mr. Rob Cooper
1115 14th Street
Tuscaloosa, Alabama 35401**

Prepared by:

**TTL, Inc.
3516 Greensboro Avenue
Tuscaloosa, Alabama 35401**

Project No. 000220103454.00

September 26, 2022



EXECUTIVE SUMMARY

TTL was retained by The University of Alabama (UA) to perform a Phase I Environmental Site Assessment (ESA) for the 0.97± acre property located at 700 Wallace Wade Avenue in Tuscaloosa, Tuscaloosa County, Alabama (referenced hereafter as “Site” or “subject property”). The Site is located in the northwest ¼ of Section 23, Township 21 South, Range 10 West, of the U.S.G.S. Tuscaloosa, Alabama, 7.5 Minute Quadrangle Map. A Site Location and Topographic Map is included as Figure 1 in Appendix A and a Site Location and Aerial Photograph is included as Figure 2 in Appendix A. The Site is currently undeveloped.

For your convenience, we have prepared this Executive Summary of our findings and recommendations from the. However, this summary should not be used apart from, or in lieu of an understanding of the entire report.

Summary of Findings

TTL understands that UA requested this Phase I ESA in order to investigate possible environmental concerns associated with the subject property and in partial fulfillment of appropriate environmental due diligence in connection with possible development of the subject property.

TTL representative James A. Cook performed a reconnaissance of the subject property and surrounding area on September 15, 2022. The Site is located in Tuscaloosa, Tuscaloosa County, Alabama. The subject property is comprised of one parcel (Parcel ID: 63 31 06 23 2 020 021.000) encompassing 0.966± acres. Access to the property is via Wallace Wade Avenue from the east of the Site. The subject property is currently cleared and undeveloped. Property records indicate the subject property is owned by Spectrum Tide II LLC. TTL did not identify on-Site recognized environmental conditions (RECs) during our site reconnaissance associated with this Phase I ESA.

TTL was able to determine through information provided historic aerial photographs, USGS topographic maps, and review of previous environmental site assessments that the subject property has been historically developed as private residences from the late 1930's to the early 1990's. The site was later developed as an apartment complex sometime between 1985 and 1999 which was subsequently demolished sometime between 1992 and 1999, followed by the current undeveloped status of the subject property.

Based on TTL's review of regulated facilities compiled for the vicinity of the subject property provided by Environmental Data Resources (EDR), the subject property does not appear on any regulatory lists. According to the EDR, there are ten (10) regulated facilities in the general vicinity of the subject property. TTL identified a portion of these ten (10) facilities to be duplicated by the EDR Radius Report, either due to a facility name chance, or historical address change. A detailed discussion regarding these listing is in Section 4.0 of this report. TTL does not identify these off-site facilities as RECs relative to the subject property.

TTL has performed a Phase I ESA of the 0.966± acre property, located west of 12th Avenue in Tuscaloosa, Tuscaloosa County, Alabama in general accordance with the scope and limitations of ASTM Practice E1527-13. Any exceptions to, or deletions from, this practice are described in Sections 1.3 of this report.

This assessment did not reveal evidence of RECs in connection with the subject property. It is TTL's opinion that no further environmental assessment is merited at this time.

Real Estate Appraisers
& Consultants

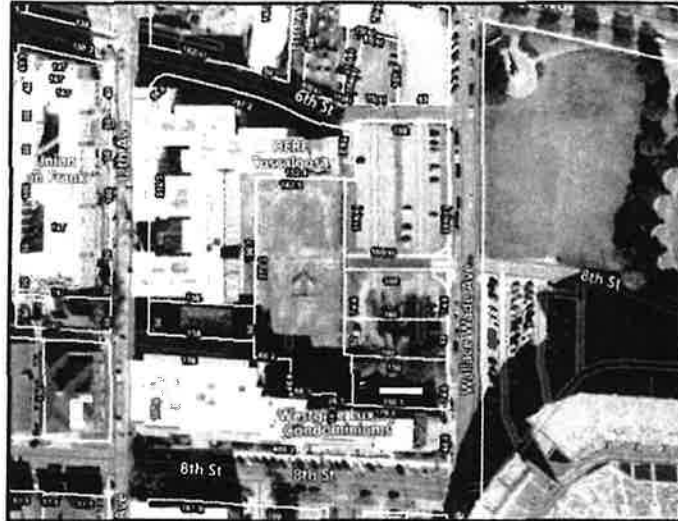
APPRAISAL REPORT

Spectrum Tide Property

43,560 +/- square feet of Land

West of Wallace Wade Avenue, South of 6th Street and North of 8th Street

Tuscaloosa, Alabama 35401



Date of Report

September 14, 2022

Date of Value

As-Is: August 29, 2022

Prepared For

Rob Cooper

Executive Director

University Lands and Real Estate Services

The University of Alabama

1115 14th Street

Tuscaloosa, AL 35401

C O M M E R C I A L

CVS

VALUATION SERVICES



September 14, 2022

Rob Cooper
Executive Director
University Lands and Real Estate Services
The University of Alabama
1115 14th Street
Tuscaloosa, AL 35401

Re: Appraisal Of:
Spectrum Tide Property
43,560 +/- square feet of Land
West of Wallace Wade Avenue, South of 6th Street and North of 8th Street
Tuscaloosa, Alabama 35401

Dear Mr. Cooper:

At your request, I have completed an appraisal report on the above referenced property. The purpose of the attached report is to develop an opinion of the As-Is Market Value of the fee simple interest in the subject property as of August 29, 2022.

The sole intended user of the attached appraisal report is Mr. Rob Cooper of the University of Alabama.

This appraisal is being reported as an "Appraisal Report" in accordance with Standards Rule 2-2(a) of USPAP. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documents concerning the data, reasoning, and analysis have been retained in my files. It is my intent to comply with 12 CFR, Subpart C – Subsection 34.42(g), Department of the Treasury, Office of the Comptroller of the Currency, as well as the Uniform Standards of Professional Appraisal Practice (USPAP), and FIRREA.

The subject property consists of a 43,560 +/- square foot parcel of land that is currently undeveloped. The site has a level topography and has been planted with grass. The site was previously developed with older multi-family residential improvements, but these improvements were razed several years ago. The subject property, along with the site to the south, were purchased by Spectrum Capital Real Estate of Jackson, Mississippi in 2007 and 2008. The site to the south was developed in 2019 with a condominium building known as Westgate. The subject site was not developed in conjunction with the parcel to the south and has been vacant for several years. The property is located in the central portion of a city block, West of Wallace Wade Avenue, South of 6th Street and North of 8th Street. The only access to the site comes from a 21' wide "Driveway Easement" that extends east to Wallace Wade Avenue. This "Driveway Easement" crosses through a parking lot which is owned by the University of Alabama. The site is situated just to the west of the University of Alabama campus and Bryant-Denny Stadium, and to the south of "The Strip".

Rob Cooper
Executive Director
University Lands and Real Estate Services
The University of Alabama
Page 2

To the immediate east, the subject property is bordered by the "West Commuter Parking Wallace Wade Lot" which is owned by The University of Alabama. Further to the east, the subject property is bordered by Bryant Denny Stadium and The University of Alabama campus. To the immediate west, the subject property is bordered by the HERE Tuscaloosa apartment complex. Further to the west, the subject property is bordered by numerous multi-family and single-family residential developments that cater to students attending the University of Alabama. To the immediate north, the subject property is bordered by the HERE Tuscaloosa apartment complex. Further to the north, the subject property is bordered by restaurants, bars and retail stores located along "The Strip". To the immediate south, the subject is bordered by the WestGate Luxury condominiums. Further to the south, the subject property is bordered 8th Street, several parking lots, and numerous rental houses and smaller apartment buildings.

Given the location of this lot within the central portion of the city block, west of Wallace Wade Avenue, it does not have nearly the exposure of properties that surround it on all sides. The properties immediately to the north, south, east and west of this site front along important traffic corridors. The unique location of the lot, combined with the fact that it does not have any frontage and is only accessible via a 21' wide "Driveway Easement", make this lot inferior to other lots that have superior exposure and access.

I have made a site visit to the subject property and have performed the necessary investigation and analysis to form and support a credible opinion of value. The report in its entirety, including all general and extraordinary assumptions and limiting conditions, is inseparable from this letter of transmittal.

The opinion of value predicated in the attached appraisal report is subject to conditions outlined in the attached report as well as easements and restrictions of record. Based on the analysis and conclusions set forth in the attached appraisal report, the concluded value of the subjects are:

Opinion of the Fee Simple Value of the Subject Property
"As Is", As of August 29, 2022

Five Million Seven Hundred Thousand Dollars
(\$5,700,000)

The opinion of value predicated herein is made subject to the limiting conditions and assumptions presented within the attached report, as well as the extraordinary assumptions and hypothetical conditions presented on the following page:

Rob Cooper
Executive Director
University Lands and Real Estate Services
The University of Alabama
Page 3

Extraordinary Assumptions:

- The land size stated in this report is subject to revision by a current survey. It is noted that any discrepancy between the land area outlined herein and the land area obtained by a current survey could have an impact on the subject's overall value.
- The appraiser's conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact upon the property's ability to be built upon. The appraiser recommends due diligence be conducted through the local building department or municipality to investigate the property's ability to be built upon and whether property is suitable for any intended use. The appraiser makes no representations, guarantees or warranties.
- No drainage, subsoil, geological, environmental, or engineering reports relative to the subject land or improvements, or adjoining properties were supplied to the appraiser. Therefore, this appraisal is made subject to the findings of such studies that could affect the property's value.

Hypothetical Conditions:

No Hypothetical Conditions are included in this appraisal.

This letter does not qualify as an appraisal and is only intended to introduce the attached appraisal report. The appraisal report that follows sets forth the identification of the property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

Sincerely,



J. Roger Ball, Jr., MAI, AI-GRS, SR/WA
Alabama Certification #G00936

Attachments
CVS File No. 10303585



September 29, 2022

Mr. Jason Voyles
Spectrum Tide II, LLC
781 Larson Street
Jackson, MS 39202
Via Email: jvoyles@spectrumcapitalre.com

Re: 700 Wallace Wade Avenue
Tuscaloosa, Alabama 35401
PARCEL: 63-31-06-23-2-020-021.000

Dear Jason:

Please accept this letter as a Letter of Intent ("LOI") from the Board of Trustees of The University of Alabama ("Purchaser") to purchase the above Property owned by Spectrum Tide II, LLC, under the following terms and conditions:

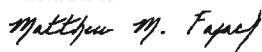
1. Purchase price of property shall be Six Million One Hundred Forty Thousand Dollars (\$6,140,000.00) which includes other good and valuable consideration. Seller will deliver a Statutory Warranty Deed and insurable title subject only to standard exceptions for commercial property.
2. Upon your signature of this LOI, Purchaser will submit a Purchase Agreement for your consideration and review. This Acquisition is subject to approval at the November 3-4, 2022, meeting of the Board of Trustees of the University of Alabama. Should Purchaser's Board of Trustees reject or not approve the transaction contemplated by this LOI, or if Board approval is not otherwise obtained by November 4, 2022, this LOI shall terminate, whereupon neither party shall have any further obligation to the other.
3. Upon execution of this LOI, Purchaser shall have immediate use of and access to the property for campus operations use and due diligence activities, including without limitation, use and access of the Easement recorded at Deed Book 2001, Page 7478 in the Tuscaloosa County Probate Court, and located on the East boundary of the property to Wallace Wade Avenue and the City of Tuscaloosa alley on the West boundary of the property to Frank Thomas Avenue. Purchaser will be responsible for all grounds maintenance during this period. Purchaser's use of and access to the Property shall be covered by the University's Insurance and Self-Insurance Programs outlined in the Certification of General Liability attached hereto as Exhibit A-1.

4. As consideration for Purchaser's use of and access to the Property pursuant to this LOI, Purchaser shall offer fifteen (15) parking spaces for use by Spectrum Tide II, LLC during the 2022 University of Alabama Football Season.
5. Upon closing the transaction contemplated by this LOI, the Easement recorded at Deed Book 2001, Page 7478 in the Tuscaloosa County Probate Court shall be terminated by merger and unity of title shall vest in the Purchaser. The Parties agree to execute and record all instruments necessary to give effect to said merger.
6. Subsequent to sale, Seller and Purchaser agree to negotiate relocation of utilities including Alabama Power switch gear and associated equipment at Purchaser's expense to provide useable access to Frank Thomas Avenue from the property.
 - a. At no additional cost to Purchaser, Seller agrees to assist and/or coordinate with Purchaser and the WestGate Condo Association for negotiation of an agreement to facilitate utility and/or easement relocation as needed to accommodate Purchaser's use of and access to the Property.
 - b. At no additional cost to Purchaser, Seller agrees to assist and/or coordinate with Purchaser and the WestGate Condo Association for negotiation of an agreement to allow Purchaser to tap on to all existing utilities on the adjoining property owned by the WestGate Condo Association to the extent that capacity is available and coordinate with the City of Tuscaloosa and other utility providers to relocate as necessary.
 - i. Should the capacity of the existing lines be deemed inadequate, Seller agrees to assist and/or coordinate with Purchaser and the WestGate Condo Association to allow Purchaser to replace and upsize as necessary as long as there is not an unreasonable interruption in service for WestGate.
 - c. McGiffert & Associates, LLC to provide survey and updated "As-Built" drawings to confirm utilities and existing easements.
 - d. Purchaser shall bear all costs associated with the relocation of any utilities.
7. Provided the WestGate Condo Association and Purchaser reach mutually acceptable agreements pursuant to Section 6 herein, Purchaser shall offer the WestGate Condominium Owner Association and its Members the opportunity to lease parking spaces, not to exceed thirty (30) spaces, in any future constructed deck or surface lot. Details to be further discussed in Purchase Agreement.
8. Purchaser agrees to limit height and building setback on Parcel at Southwest portion adjacent to WestGate Luxury Condominiums of any new construction to allow for setback of daylight compensation. Details to be further discussed in Purchase Agreement.

9. Within five (5) days of execution of this LOI, Purchaser shall deposit ten thousand and no/100 dollars (\$10,000.00) in an escrow account held by Capitol Park Title LLC, 2704 8th Street, Tuscaloosa, Alabama 35401. In the event Purchaser and Seller do not reach a mutually acceptable Purchase Agreement within 60 days of this LOI, said funds shall be disbursed to Seller as consideration for Purchaser's use and access to the Property following execution of this LOI. Otherwise, said funds shall be applied to the purchase price stated above upon the closing of the acquisition contemplated hereby.
10. Purchaser agrees to pay all closing costs.
11. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this LOI and the subsequent Purchase Agreement. Purchaser does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama. Any claim against Purchaser must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claim not barred by immunity nor required to be made through the Alabama State Board of Adjustment shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court.

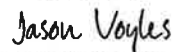
This LOI is non-binding on either party, except as otherwise provided. The obligations of the parties, if any, are subject to the negotiation of a mutually acceptable Purchase Agreement and to the approval of the acquisition by the Board of Trustees of The University of Alabama. By signing below, Seller agrees to the purchase price and aforementioned terms as the basis for a Purchase Agreement.

Respectfully,

DocuSigned by:

9C7303501C4843C...

Matthew M. Fajack
Vice President, Finance and Operations & Treasurer
The University of Alabama

Accepted:

DocuSigned by:

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Jason Voyles
Spectrum Tide II, LLC

CERTIFICATION OF GENERAL LIABILITY AND NON-HEALTHCARE PROFESSIONAL LIABILITY COVERAGE

From: University of Alabama Office of Risk Management Box 870119 Tuscaloosa, AL 35487-0119 riskmanagement.ua.edu	To: Interested Parties
Verification Date: September 1, 2022	
RE: Evidence of Coverage	

This certification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the **University of Alabama Comprehensive General Liability Trust Fund**.

TRUST PARTICIPANTS:

Board of Trustees of the University of Alabama, **University of Alabama**, University of Alabama at Birmingham (all locations including University Hospital and Highlands Hospital), University of Alabama in Huntsville, University of Alabama Health Services Foundation, P.C. (including The Kirklin Clinic), University of Alabama Ophthalmology Services Foundation, P.C., UAB Callahan Eye Hospital Authority, Triton Health Systems, LLC and VIVA Health, Inc.; UAB Educational Foundation, and UAB Health System

TRUST COVERAGE SUMMARY:

This is to verify that the coverage provided by the University of Alabama Comprehensive General Liability Trust Fund is applicable to the Participants named above and their employees while acting within the scope of their duties for the Participants for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust. Coverage also extends to non-healthcare professional liability. Students enrolled at a Participating university campus are provided protection while acting within the course and scope of their assigned curriculum and while acting within the scope of an activity that is recognized and sanctioned by a Trust Participant.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE FOR PARTICIPANTS	EXPIRATION DATE FOR PARTICIPANTS	LIMITS CERTIFIED
General Liability and Non-Healthcare Professional Liability – Occurrence Form	Trust Fund	October 1, 2022	October 1, 2023	Per Occurrence: \$2,000,000 Annual Aggregate: None
Auto Liability	Trust Fund	October 1, 2022	October 1, 2023	Per Occurrence: \$1,000,000 Annual Aggregate: None

COMMENTS:

Authorized Signature: _____

L. Wade Bond, Jr., Director of Risk Management

Date: September 1, 2022

CERTIFICATION OF GENERAL LIABILITY AND NON-HEALTHCARE PROFESSIONAL LIABILITY COVERAGE

Insurance and Self-Insurance Summary

The University of Alabama (University) is a participant in the Comprehensive General Liability Trust Fund (CGLTF), which includes the three institutions under control of the University of Alabama System (UAS) and entities tied to the institutions such as foundations, alumni associations, and entities established to own specific assets or manage certain UAS-controlled operations. The CGLTF provides protection against general liability, automobile liability (including hired and non-owned vehicles), employment practices, management and trustee liability, non-medical professional liability, and educator liability claims. The CGLTF provides a \$2 million per occurrence limit with no aggregate for general liability and non-medical professional liability claims, a \$1 million per accident limit for automobile liability and \$500,000 per occurrence limit with no aggregate for employment practices, management and trustee liability, and educator's liability claims.

Funding in the CGLTF is based on a biannual actuarial computation provided by Towers Watson. The CGLTF reserve balances are currently maintained at a 75% confidence factor based on the actuary's funding recommendation.

The University is a participant in the UAB Professional Liability Trust Fund (PLTF), which provides protection against claims and claim-related expenses arising out of the performance of professional services in the rendering of patient care (more commonly known as medical malpractice). The program includes all three institutions under the UAS and related medical entities. This program is also funded based on a biannual actuarial computation.

The UAS maintains an excess insurance liability program for claims that may exceed the obligations of the CGLTF or PLTF. The excess insurance limits exceed \$5 million.

The entities, operations and persons covered by the CGLTF are beneficiaries rather than insureds. This structure along with the provisions and limitations imposed by the Constitution of The State of Alabama 1901 prohibit extending additional insured status to any entity, operation, or person that is not a part of the UAS.

The workers' compensation laws of the State of Alabama do not apply to the University of Alabama. The University provides and funds the UA On-the-Job Injury or Illness (OJI) Program to cover an employee's approved medical expenses and lost wages resulting from an on-the-job injury or a work-related occupational illness. The OJI Program and workers' compensation function in similar (but not identical) ways.

**UNIVERSITY OF ALABAMA SYSTEM
BOARD RULE 415
BOARD SUBMITTAL CHECKLIST CRITERIA**

**BOARD SUBMITTAL CHECKLIST NO. 7
DISPOSITION OF UNIVERSITY OWNED PROPERTIES ^{/1}**

CAMPUS: University of Alabama

PROJECT NAME: Disposition of Shelby 18, Shelby County, Alabama

MEETING DATE: November 3 - 4, 2022

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<input checked="" type="checkbox"/> | 1. Board Submittal Checklist No. 7
2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of Trustees (or Executive Committee) Meetings
3. Proposed Board Resolution requesting approval to dispose of Campus Property by the Board of Trustees
4. Executive Summary
5. Locator Map(s)
6. Sales Contract
7. Appraisals (Excerpts or Executive Summary)
8. Proceeds Calculation
9. Marketing Report
10. Checklist for Sale
11. Statement by Designated Campus Real Estate Agent justifying the disposal of the Property and the methods associated therewith |
|---|--|

Prepared by:

Approved by:

DocuSigned by:

Rob Cooper

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Jim Leopold / [Signature]

^{/1} Reference Tab 3R - Board Rule 415 Instructional Guide

October 6, 2022

Chancellor Finis E. St. John IV
The University of Alabama System
500 University Boulevard East
Tuscaloosa, Alabama 35401

Dear Chancellor St. John,

I am pleased to send to you for approval under Board Rule 415 the attached documents for the Disposition of a 640-acre, more or less tracked, located in Shelby County, Alabama. The Resolution requests authorization to dispose of the property.

The item has been thoroughly reviewed and has my endorsement. With your concurrence, I ask that it be added to the agenda for the Board of Trustees of the University of Alabama at their regular meeting on November 3-4, 2022.

Sincerely,


Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE DISPOSITION
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: NOVEMBER 3-4, 2022**

CAMPUS: University of Alabama

PROJECT NAME: Disposition of Shelby 18 Tract in
Shelby County, Alabama

**ORIGINAL
ACQUISITION
DATA:** ☐ Gift
☐ Purchase
☒ Other (U. S. Federal Endowment)

Date: Late 1800's Value: \$2,940,000 (current appraisal)

**PROJECT
LOCATION:** Shelby 18, Shelby County, Alabama

LEGAL DESCRIPTION: See attached Exhibit A

ACREAGE: 640 acres, more or less

IMPROVEMENTS: None

SALE PRICE: \$3,525,000

APPRAISAL VALUE: \$2,940,000

DATE: September 15, 2022

APPRAISER: Rusty Rich, MAI, MRICS #GL00901
Integra Realty Resources

PURCHASER: Burt Holdings, LLC

**Executive Summary
Real Estate Disposition
Board of Trustees Submittal
Meeting Date: November 3-4, 2022**

**JUSTIFICATION
FOR DISPOSAL
OF PROPERTY:**

The tract, totaling 640 acres, more or less, and located in Shelby County, Alabama has generated various forms of operational income throughout the ownership including timber operations and recreational licenses. Given development in the area, the property has appreciated in value far in excess of the limited recreational or timber revenues available through continued ownership.

As the bids exceeded the appraised value and based upon highest and best use standards and practices, and the University's desire to maximize financial return on the asset long term, it is determined that a Disposition of this Property to Burt Holdings, LLC is economically justified and in the best interest of The University of Alabama and the State of Alabama.

DISPOSAL METHOD:

- ☒ Sealed Bid
- ☐ Auction
- ☐ Licensed Agent

Edward Lindsey with Strong Realty, LLC listed the Property on the Multiple Listing Service on September 7, 2022. Sealed bids were received October 3, 2022.

OTHER ATTACHMENTS

- ☒ Declaration of Designated Campus Agent or Method
Selected to Dispose of Property.
- ☐ Proposed Board Resolution to Authorize Campus to Proceed With
Disposal of Real Property

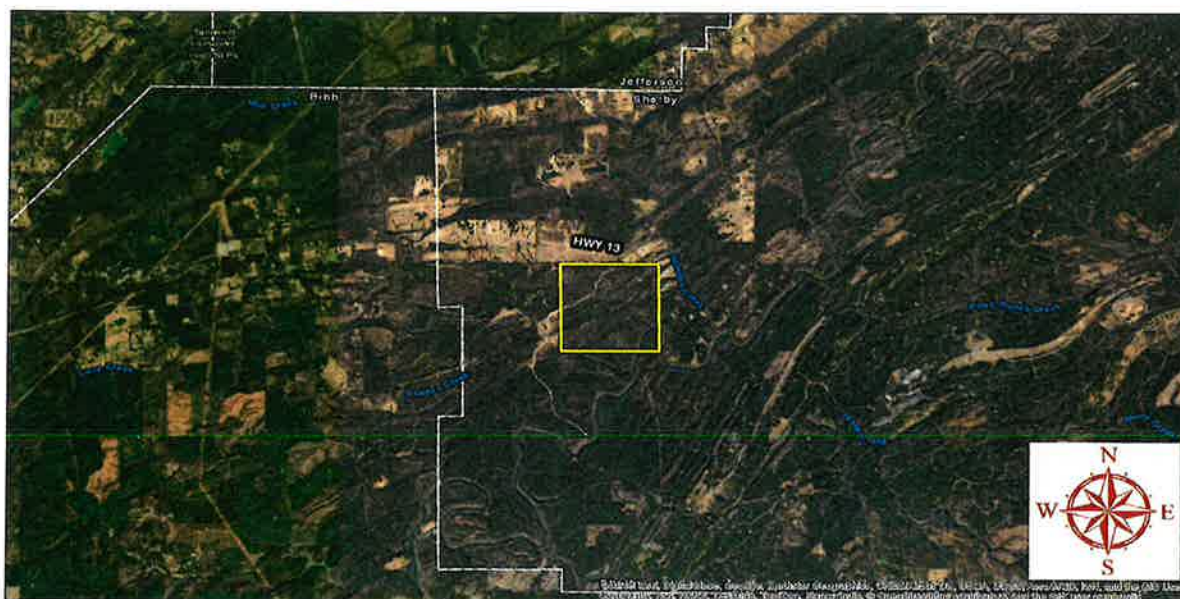
DISPOSITION OF SHELBY 18, SHELBY COUNTY, ALABAMA

SITE MAP



DISPOSITION OF SHELBY 18, SHELBY COUNTY, ALABAMA

VICINITY MAP



LEGAL DESCRIPTION

STATE OF ALABAMA
SHELBY COUNTY

ALL OF SECTION 18 TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY,
ALABAMA

Exhibit A

LEGAL DESCRIPTION

FEBRUARY 23, 2022

STATE OF ALABAMA
SHELBY COUNTY

ALL OF SECTION 18 TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY,
ALABAMA

Integra Realty Resources
Birmingham

880 Montclair Road
Suite 275
Birmingham, AL 35213

T 205.949.5995
F 205.271.2389
www.irr.com



September 15, 2022

Mr. Rob Cooper
Executive Director
University Lands and Real Estate Services - The University of Alabama
1115 14th Street
Tuscaloosa, AL 35401

SUBJECT: Market Value Appraisal
 Shelby 18
 River Road
 Helena, Shelby County, Alabama 35080
 IRR - Birmingham File No. 173-2022-0497

Dear Mr. Cooper:

Integra Realty Resources – Birmingham is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value, pertaining to the fee simple interest in the property.

The client for the assignment is University Lands and Real Estate Services - The University of Alabama. The intended user of this report is the client. The intended use of the report is for market value purposes for a potential sale. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a parcel of vacant land situated along River Road in Shelby County, AL. The land contains an area of 625.96± acres or 27,266,861 square feet. The land is wooded with natural regeneration growth, with a rolling topography. The property has 4,000 LF of water frontage (6 LF of water/acre based upon 2,000 LF of frontage along each side) along the Cahaba River. The property is zoned A-1, Agriculture District, which permits single-family dwellings including mobile homes, general agricultural uses including farming, recreation, etc.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	September 7, 2022	\$2,940,000

Our market value conclusion includes the underlying land and timber. We adjusted the comparables (as necessary) to account for timber. Ben Pinkleton (Registered Forester with University of Lands and Real Estate Services – The University of Alabama – 205.348.0270) provided the value of the timber as of August-September 2022. The timber on this tract is estimated to be worth \$493,271 or \$788 per acre. We relied upon Mr. Pinkleton's timber value as accurate for purposes of this appraisal.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. It is our understanding from speaking with the client and agent that the subject would possibly require well water. It was reported that a water aquifer could possibly be closer to 250-300' below surface vs. the 200' limitation currently in place because the owner does not own the mineral rights. To our knowledge, no tests have been performed to determine the true depth to tap into a possible water source. For purposes of this analysis, we have assumed that the subject has access to water, but reserve the right to amend our value conclusion if found to be incorrect.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Data, information, and calculations leading to the value conclusion(s) are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.



If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Birmingham



Rusty Rich, MAI, MRICS
Senior Managing Director
Certified General Real Property Appraiser
Alabama Certificate # G00901
Telephone: 205.949.5995
Email: rrich@irr.com



Tyler Powell
Director
Certified General Real Property Appraiser
Alabama Certificate # G01062
Telephone: 205.949.2699
Email: tpowell@irr.com



Offer Summary
Board Meeting November 3 - 4, 2022

This is to certify that the sealed bid offers below were received in the Office of University Lands and Real Estate Services for the disposition of the Shelby 18, a 640 acre, more or less, Tract in Shelby County, Alabama

<u>Name</u>	<u>Price Per Acre</u>	<u>Offer</u>
Burt Holdings, LLC*	\$5,507.81	\$3,525,000 \$35,250 earnest money
Sunbelt Acquisitions, LLC	\$5,100.00	\$3,264,000 \$324,400 earnest money
Tim Webster	\$4,000.00	\$2,560,000
Paul Schabacker	\$2,656.25	\$1,700,000

*University retains mineral rights

University Lands and Real Estate Services

Proceeds Calculation

Disposition of the Shelby 18 Tract

Shelby County, Alabama

Sales Price	\$3,525,000
<u>Estimated Expenses</u>	<u>\$ 25,000*</u>
Total Proceeds	\$3,500,000

*Realtor's Commission. All other closing costs are the Purchaser's

Checklist for Sale or Lease of Campus Real Property¹

Disposition of Shelby 18 Tract
Shelby County, Alabama

1. ☒ Property Sale
☐ Property lease
☐ Timber sale
☐ Mineral lease
2. ☒ Appraised value is \$2,940,000
3. ☒ Appraisal
Rusty Rich, MAI, MRICS #GL00901
Integra Realty Resources
4. ☒ a. Sale/lease handled through a licensed real estate broker and published by broker in accordance with customary practices.
Sealed bids received on October 3, 2022.

☐ b. Sale/lease handled by negotiation after a publicly announced request for proposals was made.

☒ c. Sale/lease handled by sealed bid or auction.

1) Property Located In-State
☐ Advertised once a week for four (4) weeks in newspaper of general circulation in county of property: (name of newspaper)
(and)
☐ Advertised once in three (3) other newspapers of general circulation throughout the state: (List names of newspapers)

2. Property Located Out-of-State
☐ Advertised once in three newspapers of general circulation throughout the State: (List names of newspapers)
5. ☐ Designated agent's declaration of best interests of the institution to make sale or lease through process other than public auction or sealed bid.

☒ Date ratified by The Board of Trustees:

Rob Cooper

Oct-05-2022

Signature of Campus Designated Agent

Date

¹ Other than 1) quitclaim deeds, 2) dispositions associated with the granting of easements and rights-of-way, and 3) leases specifically excluded from the requirements of Board Rule 470

Justification Statement
Disposition of Shelby 18
Tuscaloosa County, Alabama

The tract, totaling 640 acres, more or less, and located in Shelby County, Alabama has generated various forms of operational income throughout the ownership including timber operations and recreational licenses. Given development in the area, the property has appreciated in value far in excess of the limited recreational or timber revenues available through continued ownership.

An appraisal was obtained assessing a value of \$2,940,000 combining the fair market value for unimproved land in the area with our annual timber valuation for this tract. The Property was listed with a licensed real estate broker to increase exposure and returns for the University. To maximize future potential revenue for the University, all mineral interests will be retained.

As the bid exceeded the appraised value and based upon highest and best use standards and practices, it is determined that a Disposition of this property to Burt Holdings, LLC, is economically justified and in the best interest of The University of Alabama and the State of Alabama.

DocuSigned by:

Rob Cooper

A978B8E5A53A435

Rob Cooper
Designated Campus Agent

Oct-05-2022

Date

REAL ESTATE SALES AGREEMENT

AGREEMENT, made as of the 3 day of October, 2022, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, by and through the University of Alabama, Tuscaloosa, Alabama, a public corporation and constitutional Instrumentality of the State of Alabama, ("Seller"), and Burt Holdings, LLC, an Alabama limited liability corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of a 640 acre tract of land located in Shelby County, Alabama, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (the "Property"); and

WHEREAS, Seller desires to sell, transfer and convey to Purchaser, and Purchaser desired to purchase from Seller the Property, together with the other rights and interests set forth in this Agreement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and mutual premises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Conveyance.

For and in consideration of the Cash Purchase Price of three million five hundred and twenty-five thousand and no/100 dollars (\$3,525,000.00) to be paid as stipulated herein, and the additional covenants and agreements herein contained to be performed by Purchaser, Seller agrees to convey good, marketable and insurable (at regular rates) fee simple absolute title to the Property to the Purchaser, less and except for the Permitted Exceptions or as this Agreement may otherwise specifically provide, by Statutory Warranty Deed, on the Closing Date (as defined in Section 10). LESS AND EXCEPT ALL MINERAL AND MINING RIGHTS the Property shall be conveyed to Purchaser together with all of Seller's right, title and interest in and to all easements appurtenant to or benefiting the Property, all rights, development rights, hereditaments, claims, interests, improvements, personal property equipment, fixtures, improvements and other benefits relating to or appurtenant to the Property, as well as any and all claims or rights of Seller to any street bordering or adjoining the Property; provided, however, that Seller shall make no representation or warranty with respect to such other rights or interests.

2. Title.

The following shall constitute "Permitted Exceptions" for purposes hereof:

(i) federal, state and municipal laws, ordinances, rules and regulations relating to the Property and its construction, which are not violated by the Property or the use or condition thereof;

(ii) such state of facts as an accurate survey of the Property would disclose;

(iii) any applicable ad valorem taxes with respect to the Property, that will become a lien against the Property as of October 1, 2022 are to be pro-rated as of the Closing Date; and

(iv) standard exceptions in title insurance commitments issued in the State of Alabama.

3. Conditions Precedent to Purchaser's Obligation.

Purchaser's obligation to close hereunder is subject to the fulfillment, prior to and at the Closing (as defined in Section 10) of the following conditions:

(a) The receipt by Purchaser and Seller of a commitment issued by a reputable title insurance company authorized to do business in the State of Alabama, evidencing a commitment to insure the title to the Property as specified in Section 1 hereof, at regular rates. Purchaser and Seller shall have an overall due diligence period of fifteen (15) days following execution of this Agreement ("Due Diligence Period"). If, during the Due Diligence Period, Purchaser finds any objections or defects in or to the marketability or insurability of title to be conveyed as herein provided, Purchaser shall deliver notice in writing to Seller within two (2) Business Days of the date of Purchaser's discovery of the objection. Seller shall have the option, but shall not be required, to attempt to clear, discharge and remove said objections and defects. If Seller is unable to do so prior to the Closing, either Party may terminate this Agreement, whereupon neither Party shall have any further obligations under this Agreement except for those matters specifically set forth to survive termination of this Agreement.

(b) Seller's representations and warranties contained in this Agreement shall be true at and as of the time of Closing as though such representations and warranties were made at and as of such time.

(c) Seller shall not have made a general assignment for the benefit of creditors, nor have admitted in writing Seller's inability to pay Seller's debts as they become due, nor have filed a petition in bankruptcy or been adjudicated a bankrupt or insolvent or have filed a petition seeking any reorganization, arrangement, composition, readjustment liquidation, dissolution or similar relief under any present or future statute, law or regulation, nor have filed any answer admitting or failing to reasonably contest the material allegations of a petition filed against seller in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Seller for any material part of Seller's property.

(d) Seller shall have lawfully terminated all Recreational Licenses for any part or portion of the Property on or before the Closing Date.

If any of the foregoing conditions shall be and remain unsatisfied on the Closing Date, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon neither Party shall have any further obligations under this Agreement.

4. Seller's Obligation Subject to Board Approval.

Seller's obligations hereunder are subject to the approval of this Agreement by the Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind Seller to the terms and provisions hereof. Should Seller's Board of Trustees not approve the transaction contemplated by this Agreement, then this Agreement shall terminate, whereupon neither Party shall have any further obligation to the other.

5. Representations and Warranties of Seller.

Seller represents and warrants to Purchaser (which representations and warranties shall survive the Closing except as herein specifically set forth to the contrary) as follows:

(a) Seller has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

(b) Seller owns the entire legal, equitable and beneficial fee simple title in and to the Property, free and clear of liens, charges, and encumbrances of any kind whatsoever, other than the Permitted Exceptions; this provision shall not survive the Closing.

(c) To Seller's knowledge, there is no action or proceeding (zoning or otherwise) or governmental investigation pending, or threatened against or relating to Seller, the Property (including the buildings) or the transactions contemplated by this Agreement, nor to the knowledge of Seller is there any basis for any such action.

(d) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement or other instrument to which Seller is a party or by which Seller or the Property is bound.

(e) To Seller's knowledge, there is not any municipal or public assessments (but excluding any such matters as may be disclosed by the title insurance commitment received by Purchaser) payable in annual or other installments which are or have become a lien on the Property.

(f) To Seller's knowledge, during Seller's ownership of the Property, there were not any violations of law, ordinance, regulation, or requirement respecting the Property (including the building), including violations of any local, municipal, state, or federal laws or regulations or zoning, environmental, health or fire codes. To Seller's knowledge, there is not any action or proceeding (zoning or otherwise) or governmental

investigation pending or threatened against the Seller or the Property or of any outstanding orders of any governing body, administrative agency or other similar entity having jurisdiction over the Property which have not been fully complied with by the Seller.

(g) To Seller's knowledge, no services, material, or work have been supplied by Seller's contractors, subcontractors, or materialmen with respect to the Property (or any part thereof) for which payment has not been made in full.

(h) No party, other than the Purchaser, has any right to purchase the Property (or any part thereof or interest therein), or any right of first refusal to purchase the Property (or any part thereof or interest therein).

6. Representations and Warranties of Purchaser.

Purchaser represents and warrants to Seller as follows (which representations and warranties shall survive the Closing):

(a) Purchaser has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) Purchaser has no knowledge or notice of any action against it or its property or business, nor is there any basis known to Purchaser for any such action, that would prevent the consummation of the transactions contemplated hereby.

(c) The execution and performance of this Agreement will not violate or conflict with any provision of any indenture, agreement, or other instrument to which the Purchaser is a party. The transactions contemplated hereunder, and the execution and delivery of this Agreement, have been duly authorized and approved by all requisite action on the part of Purchaser.

7. Seller's Closing Documents.

At the Closing, Seller shall execute, acknowledge, and deliver to Purchaser the following documents, and shall take the following actions:

(a) Seller shall deliver to Purchaser a Statutory Warranty Deed as provided in Section 1 above.

(b) Seller shall deliver to Purchaser a certificate certifying (and setting forth) a resolution from The Board of Trustees of The University of Alabama authorizing the transaction contemplated by this Agreement.

(c) Seller shall deliver to Purchaser's title insurance company such affidavit(s) as Purchaser's title company shall reasonably require with respect to the

existence of mechanic's liens or the rights of parties in possession in order to issue the owner's title insurance policy in favor of Purchaser.

(d) Seller shall deliver to Purchaser a Settlement Statement (the "Settlement Statement") setting forth the Purchase Price, the prorations and adjustments, and the other financial aspects of the transaction.

8. Purchaser's Closing Obligations.

At the Closing, Purchaser shall execute, acknowledge, and deliver to Seller the following:

(a) Purchaser shall deliver to Seller the Purchase Price, defined below, as adjusted pursuant to Section 13 hereof, in accordance with the provisions of Section 9.

(b) Purchaser shall deliver to Seller the Settlement Statement.

9. Purchase Price.

(a) The Purchase Price (the "Purchase Price") for the Property shall be \$3,525,000 cash, as adjusted pursuant to Section 13 hereof, payable as herein provided.

(b) Purchaser shall deliver to Strong Realty, LLC an Earnest Money Deposit in the amount of \$35,250 within three (3) business days of execution of this Agreement. The Earnest Money Deposit shall be credited toward the Purchase Price at Closing or will be forfeited to the Seller if Purchaser fails to close in default of this Agreement.

(c) Purchaser shall pay or cause to be paid to Seller at Closing the Purchase Price and Purchaser shall pay any and all costs associated with the closing of this purchase, including but not limited to the costs for the preparing and the recording of the deed, costs of the closing agent, and for the costs of the survey, if any. Seller shall pay for the costs of filing and/or recording any instrumentation required to discharge of record any instruments affecting title which Seller is obligated to clear pursuant to this Agreement, the title search, and the premium of the title insurance policy to be issued to Purchaser (or the title insurance commitment cancellation fee in the event this Agreement is terminated), and proration of any applicable ad valorem taxes. Each Party shall pay its own counsel fees.

10. Closing.

Provided all of the conditions precedent to the obligations of the Purchaser under this Agreement shall have been and shall remain satisfied, the Closing (the "Closing") of the transactions contemplated by this Agreement shall take place at _____ within ten (10) days following approval by The Board of Trustees of the University of

Alabama or no later than December 1, 2022. In the event the Closing shall not have occurred during this time period, either Party may at any time thereafter give notice to the other terminating this Agreement, in which event the following provisions shall apply:

(a) If neither Party shall be in default under this Agreement, neither Party shall have any further obligations to the other under this Agreement.

(b) If a Party is in default hereunder or fails or refuses to close, then Section 14 shall apply.

11. Eminent Domain.

If, prior to the Closing, all or any part of the Property is taken by eminent domain, Purchaser may, by written notice to Seller, elect (a) to terminate this Agreement prior to the Closing Date or (b) to close without an abatement in the Purchase Price. In the event that Purchaser shall elect to terminate this Agreement, both Parties shall be relieved and released of and from any further obligations to the other under this Agreement and Purchaser shall have no right or claim to any awards received by Seller by reason of such taking by eminent domain. If this Agreement is not terminated and Purchaser elects to close without an abatement of the Purchase Price, it shall remain in full force and effect, and Seller, upon the Closing and the receipt of the Purchase Price, simultaneously shall deliver to Purchaser all awards received by Seller by reason of such taking by eminent domain, and shall assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to any awards by reason of such taking by eminent domain.

12. Broker.

Seller engaged Strong Realty, LLC ("Strong Realty") to act as the sole and exclusive agent in selling the Property and shall only be responsible for the brokerage fee due under its Listing Agreement with Strong Realty. Purchaser hereby represents and warrants to Seller that, other than Strong Realty, LLC Purchaser has not engaged or employed any other real estate broker, agent, or other intermediary in connection with this Agreement. Purchaser shall indemnify and hold the Seller harmless against any claims, defenses, actions and judgments of any brokers, agents, and intermediaries alleging a commission, fee, or other payment to be owing by reason of Purchaser's dealings, negotiations, or communications in connection with this Agreement. The provisions of this Section 12 shall survive the Closing.

13. Adjustments.

At Closing, the following shall be apportioned and adjusted with respect to the Property between Seller and Purchaser as of the Closing Date:

(a) Any applicable Ad valorem property taxes for the Property which will become a lien against the Property on October 1, 2022 shall be prorated as of the Closing Date.

(b) If on the Closing Date any assessment is a lien on all or part of the Property, and such assessment is or may be payable in installments, of which the first installment is then a charge or lien, or has been paid, then for purposes of this Agreement, all the unpaid installments of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed to be due and payable and to be liens on the Property affected thereby and shall be paid and discharged by Seller on the Closing Date.

14. Default, Remedies, Etc.

If either Party shall fail or refuse to close title as required by the terms of this Agreement, or otherwise is in default hereunder at Closing, then, following receipt by the defaulting Party of ten (10) Business Days prior written notice from the non-defaulting Party stating the nature of the default hereunder, unless the defaulting Party shall have cured such default during the ten (10) Business Day period, then the non-defaulting Party shall have the right to terminate this Agreement in which event neither Party shall have any further obligation to the other. If Purchaser defaults, and Seller agrees to termination of this Agreement, the Earnest Money shall be forfeited to Seller.

15. Notices.

Any notices required or permitted to be given hereunder shall be in writing and shall be delivered by (a) hand, (b) overnight courier, or (c) certified or registered mail return receipt requested, postage prepaid and addressed to each Party at its address as set forth below. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, one (1) Business Day after mailing by a generally recognized overnight courier (requesting proof of delivery) or three (3) Business Days after the date of deposit in the United States mail as provided above. By giving at least five (5) Business Days prior written notice thereof, any Party hereto may from time to time and at any time change its mailing address.

To Seller:

University Lands and Real Estate Services
c/o Rob Cooper
The University of Alabama
Box 870176
Tuscaloosa, AL 35487-0176

With a separate copy, which shall not in and of itself constitute notice to:

Office of Counsel
c/o Robin Jones
University of Alabama System
222 Rose Administration Building

Box 870106
Tuscaloosa, AL 35487

To Purchaser:

With a separate copy, which shall not in and of itself constitute notice to:

16. As Is Sale.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), THE PURCHASER UNDERSTANDS AND AGREES THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY THE SELLER TO THE PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL TRANSFER AND CONVEY TO THE PURCHASER AND THE PURCHASER SHALL ACCEPT THE PROPERTY "AS IS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY THE SELLER AND DELIVERED TO THE PURCHASER AT CLOSING ("CLOSING DOCUMENTS").

17. Miscellaneous.

(a) This Agreement and the exhibits hereto constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement signed by all Parties hereto. This Agreement supersedes all prior discussions and agreements between the Parties hereto, including any prior letters of intent.

(b) No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(c) Notwithstanding any contrary provisions of the Agreement, the following provisions shall govern any disputes or questions of law. Seller does not agree to waive any rights or causes of action against any person whether a party or not. Any provisions to the contrary notwithstanding, Seller does not agree to indemnify or hold any person or party harmless from any claim. Seller does not waive and specifically reserves

all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama of 1901, the Eleventh Amendment of the United States Constitution, or any other applicable provision of law. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement, the exhibits and attachments hereto, questions of immunity related to Seller, and any disputes between the Parties. Any claim against Seller must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction of any claims against Seller that are neither barred by immunity nor required to be made through the Alabama State Board of Adjustment shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa) or the Tuscaloosa County Circuit Court. Any provisions of this Agreement which may be considered a consent to suit or a waiver of immunity by Seller are hereby stricken and rendered null and void.

(d) All terms and conditions in this Agreement are for the sole and exclusive benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.

(e) Neither Party may transfer or assign its rights, duties, or obligations arising under this Agreement without the written consent of the other Party.

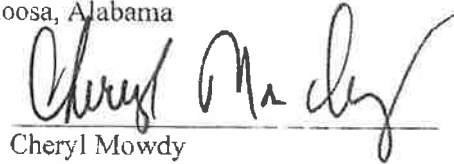
(f) If any provision hereof shall be determined or declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREFORE, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA, a
public corporation and constitutional
Instrumentality of the State of Alabama,
Tuscaloosa, Alabama

By



Cheryl Mowdy
Assistant Vice President for
Finance and Operations
The University of Alabama
Tuscaloosa, Alabama
Employer I.D. No. 63-6001138

PURCHASER:

BURT HOLDINGS, LLC, an Alabama
limited liability company

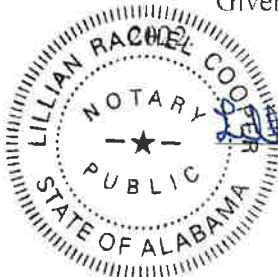


Keefe Burt
Member

STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Cheryl Mowdy, whose name as Assistant Vice President for Finance & Operations, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, she has executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 4th day of October.



Lillian Rachel Cooper

NOTARY PUBLIC

My Commission Expires: 7-15-2025

STATE OF ALABAMA }
Bibb COUNTY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Keefe Burt is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, he has executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 3rd day of October, 2022.

Michael Hubbard

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES 09/01/2025



**UNIVERSITY OF ALABAMA SYSTEM
BOARD RULE 415
BOARD SUBMITTAL CHECKLIST CRITERIA**

**BOARD SUBMITTAL CHECKLIST NO. 12
FACILITY LEASE REQUIRING BOARD APPROVAL ¹¹**

CAMPUS: The University of Alabama

PROJECT NAME: JaMychal Green, or his Assigns d/b/a We Dat's Tuscaloosa Commercial Lease Agreement

MEETING DATE: November 3-4, 2022

- ☒ 1. Board Submittal Checklist No. 12
- ☒ 2. Transmittal Letter to Chancellor from Campus President requesting project be placed on the agendas for the forthcoming Physical Properties Committee and Board of Trustees (or Executive Committee) Meetings
- ☒ 3. Proposed Board Resolution requesting approval of Facility Lease by the Board of Trustees
- ☒ 4. Copy of proposed Facility Lease Agreement

Prepared by: Charlotte Park

Approved by:

Tim Leopard
MR

¹¹ Reference Tab 3U - Board Rule 415 Instructional Guide

September 30, 2022

Chancellor Finis E. St. John IV
The University of Alabama System
500 University Boulevard East
Tuscaloosa, Alabama 35401

Dear Chancellor St. John,

I am pleased to send to you for approval under Board Rule 415 the attached documents for a Facility Lease submittal with JaMychal Green, d/b/a We Dat's Tuscaloosa.

The resolution requests authorization to execute a commercial lease agreement. The item has been thoroughly reviewed and has my endorsement. With your concurrence, I ask that it be added to the agenda for the Physical Properties Committee meeting at the November 3-4, 2022, Board of Trustees meeting.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE LEASE
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: NOVEMBER 3-4, 2022**

CAMPUS: The University of Alabama

PROJECT NAME: JaMychal Green, or his Assigns d/b/a We Dat's Tuscaloosa Commercial Lease Agreement

**ORIGINAL
ACQUISITION
DATA:**

☐ Gift
☒ Purchase
☐
Date: April 4, 2017 Value: \$ 14,700,000 (14 storefronts)
*The University exercised Right of First Refusal and acquired Leasehold Interest for University Town Center

**PROJECT
LOCATION:** 1130 University Boulevard, Suite 6
Campus Drive and University Boulevard, Tuscaloosa, Alabama

LEGAL DESCRIPTION: 1130 University Boulevard, Suite 6 – see Attached Exhibit A

ACREAGE: 2,411 square feet

IMPROVEMENTS: Landlord shall provide Tenant with a construction allowance equal to Fifteen Thousand and No/100 Dollars (\$15,000.00). The construction allowance shall be paid by Landlord to Tenant in the form of rent abatement for the first three (3) months of the initial term.

CONSIDERATION:

- Tenant responsible for utilities, repairs and insurance
- University responsible for building structure and envelope repairs and maintenance
- Includes early termination clause
- 5-year lease option term plus two (5) year renewal options
- Security deposit equal to one month's base rent. 50% paid at execution of Letter of Intent.
- Rental amounts

- Initial term at \$60,275 annually or \$25.00 psf for years 1-5; then increased to \$66,302.50 annually or \$27.50 psf for the years 6-10; then increased to \$72,932.75 annually or \$30.25 psf
- Common Area Maintenance (CAM) at \$6.39 psf

Executive Summary

Real Estate – Commercial Lease

Board of Trustees Submittal

Meeting Date: November 3-4, 2022

TERM OF LEASE: 5-year lease option term plus two (2) five (5) year renewal options

LESSEE: JaMychal Green, or his Assigns d/b/a We Dat's Tuscaloosa

JUSTIFICATION

FOR GROUND LEASE

OF PROPERTY: The proposed use of the space will maintain the options available to students, employees, and visitors in an area that is convenient to campus. The subject property is located in the area known as University Town Center on University Boulevard. A commercial lease agreement with JaMychal Green, or his Assigns d/b/a We Dat's Tuscaloosa will allow a modern, upscale facility that will improve and upgrade the mix of businesses on University Boulevard. The proposed lease agreement will allow the University to obtain a market rate return for property.

OTHER ATTACHMENTS

☐ Declaration of Designated Campus Agent or Method
Selected to Dispose of Property.

☒ Proposed Board Resolution to Authorize Campus to Proceed With
Commercial Lease of Real Property

JaMychal Green d/b/a We Dat's Tuscaloosa

RE: LETTER OF INTENT

This Letter of Intent ("LOI") is a summary of the proposed lease terms the University of Alabama is willing to negotiate as part of a Commercial Lease Agreement between the University and JaMychal Green, or his Assigns, d/b/a We Dat's Tuscaloosa ("WDT"). Except for Tenant's obligation regarding the LOI deposit and forfeiture, this LOI is non-binding and neither the University nor WDT will be bound by this LOI unless a mutually acceptable Lease Agreement is executed by both parties.

Landlord:	The Board of Trustees of the University of Alabama
Tenant:	JaMychal Green, or his Assigns, provided said Assigns meet the minimum qualifications for tenancy, d/b/a We Dat's Tuscaloosa
Broker(s):	Keller Williams Commercial Tuscaloosa
Lease Form:	The University will provide the Lease form.
Shopping Center:	The Shopping Center commonly known as University Town Center, located at 1130 University Blvd, Suite B6 being 2,411 square feet located in Tuscaloosa, AL 35401 ("Premises"), which is legally described on Exhibit "A" attached hereto.
Possession Date & Rent:	Rent Commencement shall be ninety (90) days after Tenant takes possession of the Premises.
Estimated Rent Commencement:	Anticipated November 2022.
Estimated Possession Date:	Landlord will deliver possession of the Premises at Lease Execution.
Security Deposit:	Tenant shall pay a security deposit equal to one month's base rent. As consideration for Landlord removing the Premises from the commercial market, one half (50%) of said security deposit shall be paid upon Tenant's execution of this LOI ("LOI Deposit"). The balance of the security deposit (50%) shall be paid by Tenant upon Lease execution (collectively, the "Security Deposit").
Time is of the Essence:	Upon execution of this LOI, the Parties shall diligently pursue negotiation and execution of a Commercial Lease Agreement between the Parties. If Tenant shall fail to execute the Lease Agreement within sixty (60) days of this LOI (excluding reasonable delays, as determined in Landlord's sole discretion), Tenant shall forfeit the LOI Deposit and Landlord shall be permitted to market the Premises for lease by other parties. If Landlord shall fail to execute the Lease Agreement within sixty (60) days of this LOI (excluding reasonable delays, as determined in Landlord's sole discretion), and Tenant no longer desires to lease the Premises, Landlord shall reimburse Tenant's LOI

Deposit within ten (10) days of Tenant's written notice and demand for reimbursement. In the event of reasonable delays, the Parties shall be permitted to extend Lease Execution for thirty (30) days. If either party shall fail to diligently pursue negotiation and execution of the Lease Agreement before the expiration of thirty (30) days, as determined in Landlord's reasonable discretion, the failing party shall be subject to the preceding conditions.

Landlord's Delivery:

Landlord shall deliver the Premises in "as is" condition. Items contained in Exhibit 1 shall be property of the Landlord. All other items within the Premises shall be considered for use by tenant.

Base Rent:

Years 1-5: \$25 per square foot or \$60,275 annually NNN

Option Rent:

Two (2) five (5) year options to be exercised within ninety (90) days of Lease expiration

Years 6-10: \$27.50 psf or \$66,302.50 annually NNN

Years 11-15: \$30.25 psf or \$72,932.75 annually NNN

**Common Area Maintenance
Taxes & Insurance:**

Tenant shall be responsible for its pro-rata share of Common Area Maintenance (CAM), real estate taxes (Taxes), rental tax (City of Tuscaloosa) of 1% of Base Rent, and building insurance (Insurance). All real estate taxes, CAM, rental taxes, and insurance expenses are estimated at \$6.39 per square foot/ Controllable CAM is estimated at \$4.64 psf, Property Taxes are estimated at \$1.07 psf, and Insurance is estimated at \$.43 psf, Rental Tax of 1% (City of Tuscaloosa) is \$.25 psf. There shall be a cap on yearly CAM increases paid by Tenant of 20% greater than the previous year.

**Landlord Repairs and
Maintenance:**

Landlord shall maintain and keep the exterior supporting walls, foundation, roof, slab, gutters, and downspouts of the Premises in good repair. Landlord shall maintain, service, light and keep in good repair the Common Areas including, but not limited to, the parking areas.

Relocation:

Landlord has the right to redevelop the Shopping Center following the initial term. In the event Tenant is not permitted to remain in the space for a minimum of ten (10) years, Landlord agrees to reimburse Tenant for any unamortized improvement costs. Prior to lease execution, Tenant agrees to submit a list of items/costs to be amortized over the ten (10) year period. This clause is subject to Landlord's approval of the cost breakdown provided by Tenant. This clause shall be discussed further in the Lease.

Trash Removal:	Landlord will provide Tenant with a suitable dumpster location sufficient to adequately service the store under normal operation. Landlord will pay trash collection fees to be included in Tenant's monthly CAM charges.
No Continuous Operation:	For the purpose of remodeling, Tenant may cease operations at any time for no longer than ninety (90) days, but shall continue to pay rent in accordance with the terms of the Lease. Any closure longer than stated without the prior written approval of Landlord shall be considered a breach of the Lease contract.
Assignment:	Tenant shall not have the right to assign or sublet the space without Landlord's prior written approval. In the event of a permitted assignment or sublease, Tenant shall remain liable for payment of all rent and performance of all of Tenant's obligations under the Lease for the balance of the then-current Lease Term. Neither Tenant, nor its assigns/sublessees, shall make any change in the use of the Premises, as stated herein, without the prior written approval of Landlord.
Use:	Tenant shall use the premises solely for the operation of a We Dat's Tuscaloosa restaurant and for no other purpose whatsoever without prior written approval of Landlord.
Signage:	Tenant Agrees to display signs in accordance with the Landlord's sign criteria. All signage is subject to Landlord's prior written approval, which shall not be unreasonably withheld, provided that Tenant shall have access to the maximum size building signage allowable by local ordinance. Tenant has the right to post "Coming Soon" and "Now Hiring" banners on the Premises upon execution of this LOI.
Remodeling and Décor:	Tenant shall have the right to remodel, equip, paint, and decorate the interior of the Premises and to display such proprietary marks and signs on the interior of the Premises as are consistent with WDT's current design themes and marketing initiatives. All exterior improvements shall be subject to Landlord approval.
Inspection:	Tenant may have all systems on the Premises inspected at its own expense. Tenant shall be solely responsible for the cost of any necessary repairs. Tenant understands and agrees that the Premises shall be leased in "as-is" condition.
Tenant Improvements:	Landlord shall provide Tenant with a construction allowance equal to Fifteen Thousand and No/100 Dollars (\$15,000.00). The construction allowance shall be paid by Landlord to Tenant in the

form of rent abatement for the first three (3) months of the initial term.

The University of Alabama intends to seek approval to execute a Lease Agreement with WDT, as contemplated by this limited Letter of Intent at the upcoming November 2022 meeting of the Board of Trustees of The University of Alabama. While said Lease Agreement shall provide for the construction improvements to the Premises, time is of the essence, thus Parties agree that upon execution of this limited Letter of Intent, WDT may begin the construction process (i.e., approvals, permitting, contracting, physical construction). Should The Board of Trustees of The University of Alabama not approve the Lease Agreement with WDT, The University of Alabama will reimburse WDT for all reasonable, documented, and customary costs not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) incurred up to the date on which the University notifies WDT of its intent not to execute the Lease Agreement.

Broker Commission:

The broker commission shall be 4% of the Base Rent term, $\frac{1}{2}$ of which is payable upon Lease Execution and the other $\frac{1}{2}$ is payable upon Tenant taking possession of the Premises.

Lease Contingencies:

The Tenant's obligations under the Lease shall be contingent upon; (i) the receipt by Tenant of all necessary governmental approvals and permits for the operation and use of a restaurant and (ii) approval of Tenant's Leasehold improvement construction plans by Landlord and any governing municipalities. Tenant will apply for and diligently pursue each permit at its sole cost and expense. Landlord shall cooperate with Tenant in attempting to obtain such permits and shall execute any necessary applications.

Non-Binding:

The submission of this LOI does not constitute an offer to lease. Landlord reserves the right to reject any proposal it receives. The specifications generally required by Landlord are subject to change and modification.

Board Approval:

The University's obligations hereunder are subject to the approval of this Agreement by The Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind the University to the terms and provisions hereof. Should the University's Board of Trustees not approve the transaction contemplated by this Agreement, then this Agreement shall terminate, whereupon neither party shall have any further obligation to the other.

Governing Law:

Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this LOI, any Lease Agreement, questions of immunity related to Landlord, or any disputes between the Parties. Landlord does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws and statutes of the United States and the State of Alabama. Any claim against Landlord must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction and venue of any claims arising under this Letter of Intent or any Lease Agreement that are not barred by immunity, nor required to be made through the Alabama State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa), or the Circuit Court of Tuscaloosa County, Alabama.

Tenant:

Landlord: The Board of Trustees of the
University of Alabama

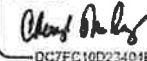
Agreed to

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By:


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By:


DC7FC10D23404E0Name: Name TBD

Name: Cheryl Mowdy

Title: Managing MemberTitle: Assistant Vice President for
Finance and Operations

Date: _____

Date: Sep-27-2022**EXHIBIT 1**

The following inventory shall qualify as Landlord Equipment herein:

Quantity	Item	Description
10	Booth style seats	
20	Tables	
37	Chairs	

1	Mixer	Hobart Dough Mixer
4	Pizza Ovens	Baker's Pride Pizza Ovens
1	4 Door Cooler	Serial # NK 030416a
1	3 Door Cooler	Serial # NK 030066

EXHIBIT A
LEGAL DESCRIPTION

Lot 5 and part of Lots 4, 6, 7 and 8 and a vacated alley of Thomas Circle as recorded in the Probate Office of Tuscaloosa County, Alabama in Plat Book 3 at Page 16 and part of Lots 7, 8, 9, and 10 of a Map or Land belonging to the University of Alabama as recorded in the Probate Office of Tuscaloosa County, Alabama in Plat Book 1 at Page 97 and being more particularly described as follows:

As a starting point, start at the Southwest corner of Lot 2 Thomas Circle as recorded in the Probate Office of Tuscaloosa County, Alabama in Plat Book 3 at Page 16, said point lying on the North right-of-way of margin of University Boulevard; thence run South 77 degrees, 22 minutes East along the South boundary of Thomas Circle and the North right-of-way margin of University Boulevard for a distance of 150.10 feet to the POINT OF BEGINNING; thence continue South 77 degrees, 22 minutes East along the North right-of-way margin of University Boulevard for a distance of 299.53 feet to a point; thence with an interior angle of 85 degrees, 23 minutes, run North 08 degrees, 01 minute East for a distance of 352.67 feet to the point on the South right-of-way margin of Fourth Street, a 60-foot right-of-way, thence with an interior angle of 88 degrees, 05 minutes, run North 83 degrees, 50 minutes West along the South right-of-way margin of Fourth Street for a distance of 197.13 feet to a point; thence with an interior angle of 88 degrees, 25 minutes, run South 04 degrees, 35 minutes West for a distance of 11.83 feet to a point; thence with an interior angle of 245 degrees, 15 minutes, run South 69 degrees, 47 minutes West for a distance of 31.26 feet to a point on the curving East right-of-way margin of Campus Drive, said curve being concave to the Southeast having a delta of 19 degrees 12 minutes 26 seconds and a centerline radius of 1144.37 feet, thence with an interior angle of 134 degrees 27 minutes, run South 24 degrees, 15 minutes West along the curving East right-of-way margin of Campus Drive of an arc distance of 192.81 feet (192.75) to a point; thence with an interior angle of 185 degrees, 32 minutes run South 29 degrees, 47 minutes West along the East right-of-way margin of Campus Drive for a distance of 49.56 feet to a point; thence with an interior angle of 165 degrees, 40 minutes, run South 15 degrees, 26 minutes West along the East boundary of Campus Drive for a distance of 48.56 feet to a point; thence with an interior angle of 159 degrees, 38 minutes, run South 04 degrees, 57 minutes East along the East right-of-way margin of Campus Drive for a distance of 16.79 feet to the POINT OF BEGINNING, forming an interior angle of closure 107 degrees, 35 minutes.



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JAMYCHAL GREEN OR HIS ASSIGNS D/B/A WE DAT'S TUSCALOOSA COMMERCIAL LEASE AGREEMENT

SITE MAP



ADMINISTRATIVE REPORT

A DIGEST OF CURRENT INFORMATION

PREPARED FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA



University of Alabama System

Individually Distinct. Altogether Stronger.

**NOVEMBER 4, 2022
TUSCALOOSA, ALABAMA**

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STUDENT/FACULTY ACHIEVEMENTS

EARLY CAREER RESEARCHERS MADE WAVES WITH NATIONAL AWARDS

An NSF CAREER Award will fund projects by Dr. Daqian Jiang, assistant professor of civil, construction and environmental engineering; Dr. Matthew Kasemer, assistant professor of mechanical engineering; Dr. Laura Morett, assistant professor of educational neuroscience and psychology; and Dr. Bulent Tosun, associate professor of mathematics. The NSF Faculty Early Career Development, or CAREER, Program is a foundation wide activity offering the most prestigious awards in support of early-career faculty. Dr. Jack Dunkle, associate professor of chemistry and biochemistry, received NIH funding designed to provide support for research in an early-stage investigator's laboratory as well as flexibility to follow new research directions and encourage high impact rather than incremental research.

LAW STUDENT REPRESENTED ALABAMA AT MISS BLACK USA PAGEANT

Tionna Taite began her first year of law school at UA barely two weeks back from Washington, D.C., where she represented the state of Alabama for the title of Miss Black USA. She is a UA Honors College alumna and activist. Taite graduated in May with a degree in news media, which worked hand-in-hand with her social initiative — diversifying digital media and elevating marginalized voices. Taite's reign as Miss Black Alabama USA comes to an end in November.

UAB FRESHMAN PRE-MED STUDENT SHI RECOGNIZED AS A 2022 PRESIDENTIAL SCHOLAR

University of Alabama at Birmingham freshman James Shi of Vestavia Hills, Alabama, a graduate of the Alabama School of Fine Arts, was named a 2022 U.S. Presidential Scholar in its 58th class, an achievement directed by Presidential Executive Order.

Scholars are based on their academic success, artistic and technical excellence, essays, school evaluations, and transcripts, as well as a demonstrated commitment to community service and leadership.

UAB STUDENTS SELECTED FOR PRESTIGIOUS GILMAN INTERNATIONAL SCHOLARSHIP AND FREEMAN-ASIA AWARD

Nine University of Alabama at Birmingham students were selected for the Benjamin A. Gilman International Scholarship. This is the largest cohort of recipients from UAB in a single application cycle. One additional student, Dallas Blackwell, was selected for a Freeman Award for Study in Asia.

UAB NEUROSCIENTIST EARNS NEW INNOVATOR AWARD FROM NIH

University of Alabama at Birmingham neuroscientist Summer Thyme, Ph.D., is a recipient of the Director's New Innovator award from the National Institutes of Health. The award is part of the NIH High-Risk, High-Reward Research program, supported by the Common Fund, which has bestowed

103 new research grants to support highly innovative scientists who propose visionary and broadly impactful, meritorious behavioral and biomedical research projects.

UAB PROFESSORS LEAD CHARGE OF SEAL OF BILITERACY FOR ALABAMA

Efforts of two University of Alabama at Birmingham faculty and their teams led to the state of Alabama's acquiring a Seal of Biliteracy, a national program that acknowledges high school students who have achieved a high level of proficiency in English and at least one other language.

CLINICAL ASSISTANT PROFESSOR RECEIVES \$2.7 MILLION NATIONAL PROFESSIONAL DEVELOPMENT GRANT

Dr. Andrea Word, College of Education Department of Curriculum and Instruction Clinical Assistant Professor, received a \$2.7 million professional development grant from the U.S. Department of Education. This grant will provide training and tuition support for secondary teachers in partner districts pursuing a master's degree in the UAH College of Education's English for Speakers of Other Languages (ESOL) program.

COLLEGE OF BUSINESS ADVISOR NAMED STATE STAR

Ms. Michelle Kloske, Sr. Advisor for the UAH College of Business Small Business Development Center, was selected as the 2022 State Star in recognition of her contributions to serving Alabama's small business community. Ms. Kloske received the honor alongside her peers at the national SBDC conference in San Diego, CA. The State Star award is given annually to an outstanding business advisor from each SBDC network. Criteria include showing a solid commitment to small business success, making significant contributions to the state SBDC program, and being an exemplary performer.

COLLEGE OF BUSINESS PROGRAM NAMED NATIONAL CENTER OF EXCELLENCE IN CYBER DEFENSE

Through a reaccreditation process led by the Center for Cybersecurity Research and Education and the College of Business, UAH earned re-designation as an NSA/DHS Center of Academic Excellence in Cyber Defense Education (CAE-CDE) for the M.S. in Cybersecurity – Management Track. This recognition affirms that this program meets the criteria set forth by the National Centers for Academic Excellence in Cybersecurity in the field of Cyber Defense.

ADVANCES IN RESEARCH

“TRANSFORMATIONAL” SEMAGLUTIDE CAN CUT TYPE 2 DIABETES RISK BY MORE THAN HALF

New research presented by University of Alabama at Birmingham researchers shows that a 2.4mg dose of the obesity drug semaglutide can reduce the risk of Type 2 diabetes, or T2D, by 60 percent.

Timothy Garvey, M.D., who presented at the European Association for the Study of Diabetes in Sweden, added that this amount of weight loss is sufficient to treat or prevent a broad array of obesity complications that impair health and quality of life and is a game-changer in obesity medicine.

HEERSINK SCHOOL OF MEDICINE IDENTIFIES FOUR NEW RESEARCH FOCUS AREAS

The Heersink School of Medicine leadership recently made changes to position the school to grow over the next five to seven years by outlining new focus areas to ensure continued growth. The four new areas of focus identified include: Disruptive technology empowering precision health (D-TECH), Health equity, I-4ward (infection, inflammation, immunity and immunotherapy), and Brain health and disease across the lifespan.

UAB AIMS TO BOOST USE OF ARTIFICIAL INTELLIGENCE IN BIOMEDICAL RESEARCH

The University of Alabama at Birmingham Informatics Institute has been awarded more than \$2 million over the next four years as part of the National Institutes of Health's newly launched Bridge2AI program. The Bridge2AI

program will accelerate the widespread use of artificial intelligence by the biomedical and behavioral research communities, with \$130 million to be invested nationally during this time.

Two UAB-led research teams out of approximately 100 contesting teams nationwide have been selected for funding by this program. One will be led by the UAB Informatics Institute and the other by researchers in the Department of Ophthalmology and Visual Sciences.

\$12.5 MILLION GRANT AIMS TO HELP RESEARCHERS BETTER UNDERSTAND AGING DIFFERENCES BETWEEN FEMALES AND MALES

A five-year, \$12.5 million grant from the National Sciences Foundation will enable researchers from across the country — including the University of Alabama at Birmingham — to form the IISAGE Biology Integration Institute aimed at identifying mechanisms and evolution of sex differences between females and males in aging.

ALABAMA HUB FOR STATEWIDE HIGH-PERFORMANCE COMPUTING COMING TO UAH

Space Science Professor Vladimir Florinski was awarded a \$1M NSF grant to develop a high-performance computing hub (HPC) to serve nine Alabama universities. The new center will feature a flagship HPC with a massive Graphic Processor (GPU) component with a performance order of magnitude higher than any individual system in the state. Establishing the computational hub will greatly facilitate multiple Alabama research programs in solar physics, space weather research, computer science algorithm design,

chemical engineering, plant science, photonics, aerospace and mechanical engineering, and drug discovery.

DR. JOHN CHRISTY RECEIVES A \$1.95 MILLION GRANT FROM THE U.S. DEPARTMENT OF ENERGY

A nearly \$2 million grant from the U.S. Department of Energy, Office of Biological & Environmental Research was awarded to a UAH team led by the Earth Systems Science Center (ESSC) director, Dr. John Christy, to understand how to model climate change more accurately.

FEDERAL AVIATION ADMINISTRATION GRANT SUPPORTS UAH WORK TO BETTER COORDINATE DRONES DURING DISASTER RESPONSES

Efforts to better coordinate drone responses to natural and human-made disasters have landed UAH a three-year, \$828,070 grant, the second-largest in a group recently awarded by the U.S. Department of Transportation's Federal Aviation Administration (FAA). With collaborators, UAH will focus on improving procedures to integrate unmanned aircraft system operators from within federal agencies such as the Department of Interior and the Department of Homeland Security, including the Federal Emergency Management Agency, as well as local and state disaster preparedness and emergency response organizations, to ensure proper coordination during emergencies.

UA RESEARCHERS HOPE TO SPUR ADOPTION OF GREENER JET FUEL

Engineering researchers at UA are spearheading a project to demonstrate an innovative method to create jet fuel

from plants, helping the airline industry meet goals for using a renewable fuel source and reducing greenhouse gas emissions. Supported by \$2.5 million from the United States Department of Energy, the effort hopes to advance a catalyst containing three different metals used to chemically convert ethanol into butene that can be further modified to produce the same aviation fuel that currently originates from crude oil. Sustainable aviation fuel, or SAF, would counteract a plane's emissions of harmful carbon dioxide, or CO₂, through the CO₂-consuming plants needed to make the fuel.

UA GLOBAL WATER SECURITY CENTER TO PARTICIPATE IN 2023 UN WATER CONFERENCE

The Global Water Security Center at UA has been awarded special accreditation to participate in the United Nations 2023 Water Conference. The GWSC is one of only 440 organizations worldwide and one of only 20 universities recognized with this distinction. Mike Gremillion, GWSC director and interim executive director of the Alabama Water Institute, and Dr. Kate Brauman, GWSC associate director for analysis and communications, plan to attend the U.N. conference in March 2023. The accreditation positions them to weigh in during opportunities for public consultation, network with global leaders in the field and leverage the information they learn for an insider perspective to global water issues.

SMALL WETLANDS FOCUS OF UA EFFORT TO BOOST RESOURCE MANAGEMENT

Working with a national laboratory, researchers at UA are investigating how the role of the patchwork of small drainage spots across

the Southeast is changing as flooding becomes more frequent. The data collected from small, inland wetlands by the research team will be used to enhance ecosystem and climate models the federal government provides to the scientific community as well as organizations involved in water and land management. The work is supported by a nearly \$1 million grant from the United States Department of Energy.

WORK SHOWED PATH FOR FINDING EARLY LIFE HERE, ON OTHER PLANETS

Using a powerful microscope, researchers at UA have shown a method that can provide strong data in determining the origin of life on Earth and if life existed on another planet. Certain bacteria create crystals, but it can be hard to decide whether an ancient tiny crystal in a rock was made by bacteria or through inorganic mineral formation. Using atom probe tomography in a study led by Dr. Alberto Perez-Huerta, UA professor of geological sciences, researchers showed they can identify the nanoscale chemical imprints left by the bacteria that differentiate the crystals from those formed in a geological process. The method could be used on samples from other planets such as a meteorite or a specimen returned from Mars by spacecraft to judge whether there were once bacteria present in the sample, according to the findings.

LOW-COST SOLUTION VIABLE FOR SELF-DRIVING CARS TO SPOT HACKED GPS

Transportation researchers at UA developed a promising, inexpensive system to overcome one challenge of self-driving vehicle technology: GPS hacking that can send a self-driving vehicle to the wrong destination. Initial research

showed a self-driving vehicle can use already installed sensors to detect traveling the wrong route when passengers are unaware of the change, thwarting an attempt to spoof the GPS signal to the vehicle. Relying on software code and in-vehicle sensors already part of the self-driving system would be cheaper for consumer and commercial vehicles to deny the hacked directions used to steer cargo or people away from their intended destination.

UA LEADS INVESTIGATION INTO ALTERNATIVE PAIN TREATMENT

To develop a new treatment for severe pain without addictive opioids and improve relief for millions who rely on regular nerve-block injections, research led by UA is exploring minuscule doses of a potent toxin. Two projects supported by approximately \$3 million from the National Institutes of Health will allow researchers to develop formulations of the toxin, tetrodotoxin, or TTX, and test them for effectiveness. Both proposed treatments rely on tiny doses of TTX to eliminate serious side effects. TTX is about 1,000 times the potency of conventional local anesthetics and 3,000 times that of morphine. Dr. Chao Zhao, assistant professor of chemical and biological engineering leads the projects. Zhao is part of the Center for Convergent Bioscience and Medicine at UA that has a focus on nanomedicine.

NEWS ABOUT DEVELOPMENT

Northrop Grumman has contributed \$70,000 for the Challenge Using Basic Engineering Design for Students and Teachers (CUBEDSaT) STEM Project.

The Jane Lowe Charitable Foundation has given \$54,000 in support of the maintenance of the UAH Lowe House.

Dr. Karen Frith has given \$52,182 to establish the Karen Harris Frith Endowed Scholarship in Nursing.

Blue Origin has donated \$51,000 in support of Engineering Technology.

BlueCross BlueShield of Alabama has donated \$40,000 to the UAH College of Nursing for the Nurse Practitioner Competency in Diagnostic Ultrasound Project.

Mr. and Mrs. JonPaul Herring have donated \$25,439.22 to establish the Paul Herring Endowed Scholarship in Supply Chain Management.

ALABAMA POWER SUPPORTS NEW MEDICAL SCHOLARSHIP TO HONOR FORMER DEAN

Alabama Power Foundation has made a pledge of \$25,000 to establish a scholarship benefiting traditionally underrepresented students in the Heersink School of Medicine. The Selwyn M. Vickers, M.D., Endowed Medical Scholarship will honor the work and commitment to medical education of former dean Selwyn M. Vickers, M.D.

DRUMMOND FAMILY SUPPORTS RESEARCH ACCELERATION IN THE DEPARTMENT OF NEUROSURGERY

The Larry Drummond family has given \$500,000 to establish The E.A. and Abbie Drummond Glioblastoma Research Acceleration Fund to support glioblastoma and brain tumor research in the Department of Neurosurgery.

DR. ANDREW M. LAND MAKES A GENEROUS COMMITMENT TO MEDICAL EDUCATION

Dr. Andrew M. Land has made a generous testamentary gift totaling \$500,000 to establish the Dr. Andrew M. Land Endowed Scholarship in the Heersink School of Medicine. This scholarship will support medical students focused on a career in primary care or general medicine.

NEW ENDOWED SCHOLARSHIP FOR ACCOUNTING STUDENTS

Phyllis and David Hill have pledged \$25,000 to create the Hall Family Endowed Scholarship in Accounting to support outstanding accounting students in the Collat School of Business.

FLATLAND FAMILY PLEDGES TO SUPPORT DENTAL STUDENTS

Bente Flatland, Steinar Flatland and Irmgard Flatland have given \$30,000 to establish the Dr. Ragnar F. Flatland Endowed Scholarship to support

underrepresented students in the School of Dentistry.

NEW SCHOOL OF HEALTH PROFESSIONS LECTURE SERIES

Dr. Donna J. Slovensky has pledged \$75,000 to establish an endowed lectureship in the School of Health Professions. The Donna J. Slovensky SHP Dean's Endowed Lecture Series in Memory of Joseph A. Slovensky will support annual lectures based on the interests and initiatives in the school.

UA CELEBRATED HISTORIC FUNDRAISING YEAR

UA set a fundraising record for the fiscal year ending Sept. 30, raising almost \$226 million in charitable gifts and pledges from nearly 60,000 donors. The record-breaking fundraising year followed the one-year anniversary of the public launch of The Rising Tide Capital Campaign, a \$1.5 billion effort to elevate all areas of campus — from student scholarships and faculty research to campus facilities and athletics. The Rising Tide, now beginning its seventh year of a 10-year campaign, has raised more than \$1.16 billion to date. This year's record also brought UA's five-year fundraising average to \$205 million since 2018, which is double the average amount raised in the five years immediately prior to Bell's arrival on campus in 2015.

CONFERENCE/SYMPOSIA/PROGRAMS

HUMANITIES CENTER HOSTS CITY-WIDE JUNETEENTH EVENT

The Humanities Center at UAH, in partnership with local non-profit United Women of Color, hosted The Joy of Juneteenth with Opal Lee, a multi-event program spread across the City of Huntsville. The event involved a book signing at Oakwood University, a book reading at a local elementary school, and public dialogue in UAH's Charger Union Theater. Huntsville Mayor Tommy Battle attended the discussion, and local news anchor Margo Gray moderated the dialogue.

LEGACY PINNING CEREMONY OCT. 14 CONNECTS UAB ALUMNI PAST TO THE PRESENT

The University of Alabama at Birmingham National Alumni Society held the 2022 legacy pinning ceremony Friday, Oct. 14.

The ceremony connected UAB's past to its present when UAB alumni parents and grandparents present their child with a pin to commemorate a lifelong UAB connection. The tradition recognizes the bridge forged between parents who graduated from UAB and their currently enrolled students.

FREE BACKPACKS TO BRIEFCASES SERIES FROM UAB WILL HELP BUILD A BETTER YOU

A series of professional education seminars — focused on helping students and new graduates better themselves in the business

world — is being offered by the University of Alabama at Birmingham National Alumni Society this fall. The Backpacks to Briefcases series also offers a certificate upon completion of a four-part series of professional and personal development seminars.

ANNUAL MHRC SYMPOSIUM AIMS TO TURN VISION INTO REALITY

The University of Alabama at Birmingham Minority Health and Health Disparities Research Center hosted its annual UAB Health Disparities Research Symposium with a focus on moving from health disparities to health equity.

The virtual symposium highlighted work by academic investigators, students and community partners in basic science, clinical research, social and behavioral science, and community-based and health outcomes research in the field of health disparities.

ARTISTS, CRAFTSMEN FEATURED AT MOUNDVILLE FESTIVAL

Nationally acclaimed artists, craftsmen and educators highlighted the 2022 Moundville Native American Festival Oct. 12-15 at The University of Alabama Moundville Archaeological Park. The festival returned in person for the first time since 2019 and included several prominent Native American performers. Living history presenters reenacted how different Native American tribes lived and thrived over the years. Presenters

demonstrated cooking, dressmaking, tools and weapons.

INAUGURAL DEAF AWARENESS FORUM HELD IN SEPTEMBER

The UA Critical Languages Center and other campus partners hosted a public forum to discuss topics relevant to the Deaf cultural community, ranging from inclusion and accessibility in higher education settings and local resources to the need for American Sign Language interpreters and access to classes for those who want to learn ASL.

CAMPUS HIGHLIGHTS

UAB MEDICINE HONORED AGAIN FOR EXCELLENCE IN CONSUMER LOYALTY

UAB Medicine was again named to the NRC Health Top 100 Consumer Loyalty list, a ranking that recognizes the top United States health care organizations for earning exceptional loyalty ratings from their patient populations.

The 100 top-performing hospitals in the country are identified through NRC Health's Market Insights survey, the nation's largest health care consumer-perception survey, which annually measures the opinions of more than 300,000 consumers in more than 300 markets across the 48 contiguous United States.

DOTHAN TO WELCOME FIRST-OF-ITS-KIND UAB DENTAL CLINIC CREATED TO ADDRESS STATE'S DENTAL CRISIS

The University of Alabama at Birmingham School of Dentistry announced plans to bring a new satellite dentistry clinic to the Health Center South Medical Tower in Dothan, Alabama, to recruit, educate, train and retain dentists to help improve the dental health of those living in the Wiregrass region of the state.

The project is supported by a \$3.4 million appropriation from the state of Alabama to develop this first-of-its-kind model to address the shortage of dental health providers in rural Alabama.

EACC CELEBRATES 40th ANNIVERSARY AND A

COMMITMENT TO HELPING BLAZERS STAY WELL

After four decades, the UAB Employee Assistance and Counseling Center has grown exponentially, both in staff numbers and in provided services. Today, the EACC boasts 14 clinical team members and offers a variety of counseling options, including traditional and telehealth therapy, life coaching, critical incident services, and one-at-a-time therapy. The center also offers support groups, workshops and seminars, yoga classes, stress management resources, suicide prevention training courses, and more.

SEVEN UAB STARTUPS RECEIVE \$1 MILLION IN FUNDING FROM ALABAMA INNOVATIONS CORPORATION

The Alabama Innovation Corporation has named the first round of small-business recipients of the Innovate Alabama Supplemental Grant Program, seven of which are startups from the University of Alabama at Birmingham.

In total, the seven UAB startups received more than \$1 million in funding from the program, or more than 20 percent of the total \$4.5 million granted in this funding round.

NEW TASK FORCE CREATED TO IMPROVE MATERNAL HEALTH ACROSS ALABAMA

Alabama continues to rank among the worst states for infant and maternal health, with infant and maternal mortality rates consistently above the United States average.

Through the Health Resources and Services Administration State Maternal Health Innovation and Data Capacity Program, researchers at the University of Alabama at Birmingham School of Public Health and the Alabama Perinatal Quality Collaborative will lead the effort to create the Alabama Maternal Health Task Force. The task force will centralize efforts across the state to build and implement a strategic plan aimed at improving maternal health.

INTERNATIONAL DAY OF UNIVERSITY SPORTS CELEBRATED

UAH's Sport and Fitness Management Club organized and hosted the UAH International Day of University Sport (IDUS) under the guidance of faculty advisor Dr. Noemi Zaharia, Department of Kinesiology Clinical Assistant Professor. UAH IDUS featured group fitness classes for students and games throughout the day from the following UAH teams: Women's and Men's Basketball, Women's and Men's Lacrosse, Women's and Men's Soccer, Softball, and Volleyball.

UA HONORED BY GOV. IVEY FOR DISABILITY EMPLOYMENT INITIATIVE

UA was named the Alabama Governor's Committee on Employment of People with Disabilities Large Business Employer of the Year during an awards ceremony Sept. 8. The Alabama Governor's Committee on Employment of People with Disabilities award recognizes contributions and successes of people with disabilities and those businesses that provide opportunities for

individuals with disabilities to achieve through competitive, integrated employment.

RECORDS BROKEN: UA SEES HIGHEST ENROLLMENT, NATIONAL MERIT SCHOLARS

UA enrollment reached a record this fall, with some of the most academically talented students and a record number of National Merit Scholars. The 38,645 students enrolled tops the 2017 record of 38,563. This fall there are 1,088 students recognized as National Merit Scholars, the most ever to attend the Capstone and 16% more than a year ago. Record enrollment was boosted by the largest freshman class in the University's history with 8,037 students, which includes 322 National Merit Scholars, a 15% increase from last year's record. Enrollment of freshmen from Alabama rose to 2,987 students, marking UA's fourth consecutive year with an increase of freshmen from the state. This fall also marks record enrollment of students of ethnic and racial minorities with 8,542 students, a more than 2% increase from last year.

UA EARNED HEED AWARD FOR DIVERSITY ACCOMPLISHMENTS

UA earned the Higher Education Excellence in Diversity Award for the Division of Diversity, Equity and Inclusion's work in making UA a more welcoming space for students, faculty and staff. The HEED Award is given annually by INSIGHT into Diversity magazine, which is the oldest and largest diversity publication in higher education. The award recognizes

schools that demonstrate outstanding efforts to promote inclusion on campus. UA was one of only two schools in Alabama to receive the award among 103 other universities and colleges across the country. The winners will also be recognized in the November 2022 issue of INSIGHT Into Diversity.

Competitive Research, or EPSCoR, Communities, also known as RII-BEC.

UA SET RECORD FOR NUMBER OF SMALL CLASSES

In fall 2020, 36% of the University's undergraduate classes were offered with fewer than 20 students. Today, that number stands at 48%, almost half of all undergraduate classes and a 12% increase in the past two years. As UA has increased the number of classes with smaller sizes, class sections with 50 or more students have decreased.

UA AWARDED NSF GRANT FOR HBCU BRIDGE PROGRAM

UA received a \$1 million grant from the National Science Foundation to develop a bridge program for students from three Historically Black Colleges and Universities interested in opportunities in renewable energy. The UA Graduate School's Strategic Graduate Partnerships Initiative and department of chemistry and biochemistry, part of the College of Arts and Sciences, worked together to develop the program that partners with Stillman College, Fort Valley State University and Jackson State University to prepare undergraduate students for graduate programs, industry careers and entrepreneurial opportunities in renewable energy. The five-year project was awarded through the NSF's Bridging Established Program to Stimulate

RETIREMENTS/DEATHS

UAH

Retirements:

Ellise Adams, Professor, College of Nursing
 Johnna Doty, Lecturer, Theatre
 Sharon Spencer, Clinical Assistant Professor, College of Nursing

Deaths:

Douglas Ross, Head Ice Hockey Coach, Athletics Department, Retired
 Melody Little, Contracts & Grants Administrator I, Office of Sponsored Programs

UA

Retirements:

John Benjamin Arnold, Staff, Police Operations
 Dr. John Gregory Bell, Faculty, Community Medicine and Population Health
 Dr. Beth S. Bennett, Staff, Dean's Office, CCIS
 Dr. Ann Bourne, Faculty, School of Library and Information Studies
 Dr. James P. Brown, Faculty, Marketing
 Dr. Frances A. Conners, Faculty, Psychology
 Frances Margaret Hamner, Staff, Police Operations
 Dr. James G. Houston, Faculty, Management
 Dr. William C. Keel, Faculty, Physics and Astronomy
 Dennis McMillian, Staff, Police Operations
 Dr. Richard B. Megraw, Faculty, American Studies
 Susan Newman, Staff, Culverhouse College of Business
 Dr. Shirin K. Posner, Faculty, Modern Languages and Classics
 Dr. James Bryan Robinson, Faculty, Family, Internal and Rural Medicine
 Kirt Warren, Staff
 Wendy Beck Watkins, Staff, Custodial Services
 David B. White, Staff, Building Maintenance
 Dr. Nancy H. Whittaker, Staff, Human Resources
 Jessie Wilson, Staff, Foster

Deaths

Doris J. Dobbs, Retired Staff

Roland P. Ficken, Retired Faculty
 Jean B. Lewis, Retired Staff
 Robert Wright, Retired Staff

UAB

Retirements:

Jessica Akins, Registered Nurse-Utilization Management Specialist, Utilization Management
 William Benjamin, Professor, Laboratory Medicine
 Jacqueline Bishop, Cook, Food & Nutrition Services
 Laura Brand, Manager Architectural Engineering, Assistant Vice President Facilities Planning/Design
 Teresa Burt, Registered Nurse, Resource Management Systems
 Mary Chiaranda, Registered Nurse-Patient Safety Coordinator, Patient Safety

Anita Clemon, Assistant Vice President-Institutional Equity, Office of VP Diversity, Equity & Inclusion
 Christie Coleman, Administrative Supervisor, Pediatrics-General Pediatrics
 Cynthia Costes, Financial Officer II, Comprehensive Cancer Center
 William Cruz, IT Client Support Technician II-ENT, Desktop Support Services
 Catherine England, Patient Care Technician, Ambulatory Clinics
 Paula Garman, Program Director III, Health Policy & Organization
 Suzanne Geerts, Nutritionist, Sparks Center for Development & Learning Disorders
 Larry Gilmore, Security Officer, Security Police Services
 Eliana Goodwin, Supervisor-Laboratory Services, Laboratories-Outreach Clinics
 Anne Graham, HRM Consultant, Office of Human Resources
 Victoria Gray, Patient Registration Receptionist-SOM, Huntsville Clinic-Family Medicine
 Danielle Henderson, Registered Nurse-Transplant Coordinator, Transplant Operations
 Michelle Hussey, Assistant Vice President-Advancement Services, Office of AVP Advancement Services
 Sheila Jennings, Materials Management Technician I, Support Services
 Elisa Jordan, Trauma Communication Center Communicator, Trauma Communications
 Lisa Kimbrough, Administrative Associate, Anesthesiology Chair Office
 Carmel King, Pharmacy Technician Certified, Pharmacy-Hospital
 Susan Kloda, Scientist I, Laboratory Medicine
 Nanlan Luo, Researcher V, Nutrition Sciences Research
 Kenneth McCormick, Professor Pediatrics MD, Pediatrics-Endocrinology and Diabetes
 Christine McKinnon, Environmental Services Specialist-Hospital, Environmental Services

Tracy Moseley, Coordinator Physician Relations and Marketing I, Physician Relations & Patient Referral
 Walter Oakes, Professor, Pediatric Neurosurgery
 Stephen O'Connor, Professor, Health Services Administration Chair Office
 Shana Osman, Director-Ambulatory Services, Surgery-Clinic Management-TKC
 Sondra Pruitt, Monitor Technician, Cardiovascular Services
 Anthony Purcell, Associate VP-Public Safety & Chief of Police, University Police
 Julio Rivera, Associate Professor, Management, Information Systems & Quantitative Methods
 Valerie Sawyer, Environmental Services Specialist-Campus, Building Services
 Cecelia Sims, Registered Nurse-Professional Development Specialist, Nursing Services
 Christopher Sims, CRNA-Certified Registered Nurse Anesthetist, Anesthesia Services-Highlands
 Donna Smith, Unit Secretary, Medical Nursing
 Cheryl Smyth, Research Associate, Surgery-Transplantation

Serita Stanton, Transplant Financial Coordinator, Bone Marrow Transplantation Support
 Matilda Steele, Unit Secretary, Medical Nursing
 Tanji Stephens, Clinical Administrative Associate, Neurology Chair Office
 Floyd Tibbs, Optician Supervisor, Optometry Clinical Services
 Jennifer Vandenhoozen, Registered Nurse, Women's & Infants Services
 Selwyn Vickers, Senior Vice President Medicine/Dean of SOM, Heersink School of Medicine Dean's Office
 Jun Wang, Researcher V, Microbiology
 Maria Whitmire, Program Manager II, Information Engineering Management
 Nora Whitten, Administrative Associate, Theatre
 Robin Willingham, Clinical Research Nurse Coordinator II, Obstetrics/Gynecology-Women's Pelvic Medicine & Reconstructive Surgery
 Felicia Witherspoon, Clinical Research Nurse Coordinator II, Comprehensive Cancer Center
 Elizabeth Wright, CRNA-Certified Registered Nurse Anesthetist, Anesthesia Services
 Stephen Yoder, Associate Provost-Academic Administrative, Office of the Provost
 Vanessa Young, Patient Care Technician, Transplant & General Surgical Services
 Lihua Zhou, Researcher III, Anesthesiology Chair Office

Deaths:

Avrall Thomas, Pre-Oracle
 Ayobiyi Cook, Registered Nurse, Perioperative Services
 Barbara Corley, Nurse Practitioner, Pediatrics-Adolescent Medicine

Bobby Newbell, Credentialed Course Instructor, Huntsville Medicine-Family
Medicine Program
Georgia Sutton, Pre-Oracle
James Bonner, Clinical Professor, Medicine-Pulmonary/Allergy/Critical Care
James Buckley, Credentialed Course Instructor, Mathematics
Jennifer Stewart, Executive Director Administrative Operations-School of Health
Professions, School of Health Professions Dean's Office
Jerry Boyd, Environmental Services Specialist-Campus, Building Services
Joseph E. Moore, Pre-Oracle
Nancy Hinson, Program Administrator II, Minority Enhancement
Sheila Penn, Patient Financial Services Patient Accounts Representative, Patient
Financial Services
Terry B. Sykes, Pre-Oracle
Velma Glover, Pre-Oracle
Webster Brown II, Pre-Oracle

Board of Trustees
UA Institutional Meeting
November 4, 2022
President's Address

[Slide 1: Cover]

[Slide 2: LEGENDS Commercial]

Dr. Bell:

Good morning, friends and colleagues. Our newest Legends commercial **is** an accurate reflection of the **transformational experiences** that are taking place at The University of Alabama.

There is a formula for success.

My career in higher education has spanned over 30 years, and as you know, my early concentration was mechanical engineering – and specifically, combustion engines...design, processes and fuel. When you blend the right components together in the proper way through a precise recipe...the correct **formula**...you get a reaction... and then **everything ignites.**

[Slide 3: Black and White Quad]

Here at UA, **our success is formulated** on the pursuit of **excellence**. It is the correct combination of ingredients: our recruitment of **top students**... our intentional approach to **equipping** and **empowering** them for the **future**...the growing research we do to be sure our teaching is **relevant** and on the **cutting edge**...the steadfast **support** of our alumni, donors and friends...and the way **we serve** our state, this nation and our world.

[Slide 4: First Day UA]

We launched into the fall semester breaking **33** enrollment records, including the **largest overall enrollment in UA history** with **38,645** students - **and** the largest enrollment of **any university in the state of Alabama.**

Within that enrollment total was **another** record – the **largest freshman class** recruited – with over **8,000** students choosing UA from among our competitors.

[Slide 5: Script A Group Photo]

Freshman students love our annual Script A event. It is such a fun, cool occasion for them, and it marks the beginning of their tenure on campus and many more years of memories in Bryant Denny Stadium.

[Slide 6: Video - Script A Timelapse]

[Slide 7: Students on Quad]

The **Alabama experience – *our formula for success*** - is the reason our enrollment of freshmen **from Alabama also rose** to nearly 3,000 students this fall, marking our **fourth consecutive year** with an increase of **in-state students**.

And, not only are students from the state of Alabama **enrolling** at UA in record numbers, but many of our alumni **remain in the state** after earning their degrees.

[Slide 8: Smiling Grad - Karlin]

We graduated over 9,300 students in 2021-22, **more than any other university in Alabama**. These new alumni are already making a difference in our communities. Just look at the joy on Karlin's face! Karlin now lives in Birmingham, was a Capstone Woman and graduated Magna Cum Laude with a bachelor's in Commerce and Business Administration and a master's in Communication Studies and Spanish. And of course, we know her parents and family are just as proud of her accomplishments as we are.

Commencement **is a pivotal moment** in our students' lives...it is the culmination of their efforts and the beginning of a new direction. We will be holding fall commencement ceremonies about four weeks from today, and **over 1,600 degree** candidates are expected for the two ceremonies.

[Slide 9: Three Students sitting on Quad]

Another record this fall is the 1,088 National Merit Scholars enrolled, with 322 of those high-achieving students part of our freshman class. Back in 2015, we celebrated 145 NM freshmen. That was good. We have now more than doubled that total.

[Slide 10: Architha Bommena]

These are the students in the **top 1% in the nation** -often the valedictorians and salutatorians...**the best of the best** in terms of academic potential and performance. We can say **our** National Merit enrollment **ranks at the very top of any public or private university in the country**. These are exceptional students like (ARE-CHEE-TAH BOW-MEN-A) **Architha Bommena**, pictured here, who made a **perfect** ACT composite score of 36 and is also part of our Blount Scholars Program.

[Slide 11: Student on Steps]

We also continue to attract **graduate students** who enroll at the Capstone armed with an undergraduate degree and even greater aspirations for their professional horizons. They are also among the strongest students on our campus.

Here at Alabama, ALL our students find a **home**.

[Slide 12: Move-In Day]

I had the pleasure of connecting with Trustee Brooks' granddaughter, Mary London, on move-in day. She was such a delight – and was so excited to move into the NEW Julia Tutwiler Hall!

You might recall we had a memorable 4th of July this past summer! For some of you, the former Tutwiler Hall was **home** – **a haven** during one of the most formative years of your life. Priceless moments – lifelong friendships began there – and an unparalleled educational experience from day one here at The University of Alabama. **Let's take another quick look...**

[Slide 13: VIDEO - Tutwiler Demolition]

[Slide 14: New Tutwiler photo]

When the cloud dissipated...out of the ashes – a beautiful new **home** for over 1,200 freshman women in the impressive new Julia Tutwiler Hall.

[Slide 15: Happy Dad]

You know, students' and families' relationship with UA – their **love** for this campus and community –for many, begins **much earlier** than the first semester.

I have been traveling around the country lately to student recruitment receptions...in Long Island, Chicago, Dallas, Nashville, Memphis, Atlanta...and many locations across Alabama, such as Alexander City, Mobile, Birmingham, Montgomery and Huntsville, just to name a few – and I am asked a lot of questions about our University.

[Slide 16: Brick Quad]

My answers flow easily. I share how UA boasts one of the **most iconic, beautiful campuses** in the country and serves as a point of pride for our students and our state.

[Slide 17: Apparel]

I tell families about how we **invest** in our students through **new amenities** such as **Drummond Lyon Hall**, which will be an innovative facility for fashion and design that will raise the bar on student learning experiences.

[Slide 18: Student Savannah Stewart in Library]

I speak to future business students about the New Hewson Hall and renovations we made to the **Angelo Bruno Business Library**, a project that provided additional collaborative, small group study space and updates to technology that support our academic mission and the teaching, research and learning environment of the 21st Century.

I tell those same business students about the Culverhouse College of Business' ranking – **26th** among **public** business schools. **Savannah Stewart**, pictured here, was part of the **Culverhouse LIFT program**, which is a **dual faculty-student effort** to improve the job skills of both adults and young adults in West Alabama.

[Slide 19: Denny Chimes]

At recruitment receptions, I boast our **School of Law** ranking - **No. 9** among all public universities. I tell eager future nursing students about the Capstone College of Nursing's **97% pass rate** on the nursing licensure exam.

And I tell families that the **Alabama experience** – our **formula for success** – is based on developing the **complete student**... academics, of course, but also personal and social growth.

[Slide 20: Al's Pals]

One of the many ways we foster student success is by encouraging them to volunteer and then offering opportunities for them to **serve others** on campus and in the surrounding communities. Many of our students already have strong leadership skills that they then hone through service in UA student organizations.

[Slide 21: Get on Board]

They don't have to look very hard to find a way to plug in and engage. Our signature **Get on Board Day** occurs each fall and spring and is a major tradition of campus involvement. It serves as a springboard for students who want to be part of any of our over 600 student organizations.

[Slide 22: Hands-on Tuscaloosa]

Hands-On Tuscaloosa is one example of how our students support the Tuscaloosa community through a bi-annual day of service. We strategically place the date during the semester so students can commit to both their academics and their service endeavors.

[Slide 23: Ripple Effect]

Ripple Effect is another day of service that occurs every year during our Weeks of Welcome. It is designed to help students see the service opportunities that exist for them during their time at the Capstone. This past year **over 500** students served the Tuscaloosa area and met a variety of community needs on Ripple Effect Day of Service.

[Slide 24: SGA Group Shot]

We are also tremendously proud of our Student Government Association for its influence and how they partner with my administration to support a thriving campus. Being named the **SEC SGA of the Year** is further proof of their heart for our institution and our student body. You will be hearing from SGA President **Madeline**

Martin today and let me tell you...that young lady has a bright future ahead and will undoubtedly be on our list of Legends one day.

[Slide 25: Campus tour Capstone Woman]

At every recruitment reception I attend, I strongly encourage students and families to **come to Tuscaloosa** to visit our campus...to see for themselves what we have to offer. **Once here**, there is no turning back. Once admitted, our students are put on a **bold path** and provided with the tools they need **to succeed**.

[Slide 26: VIDEO - Ellery Hill]

[Slide 27: Photo, Ellery Hill]

This is **Ellery Hill** – one of our impressive rising legends and also our Homecoming Queen! She is an impressive young lady who is truly appreciative of the Alabama experience. Do you remember - she said a lot of other places **neglect the small details**? Here at UA, our detailed approach – **our formula** – draws talented students like Ellery to our campus.

[Slide 28: Doorway campus beauty]

We recently updated our **strategic plan**, Advancing the Flagship, with “The Next Phase.” To achieve that goal, I commissioned a task force to examine our progress since 2016 and to look for opportunities to expand upon, target and refresh the original plan’s objectives.

One area that we **continue to emphasize** is enrollment management and recruitment –making sure all demographics and key metrics of success continue to be part of our winning formula.

[Slide 29: Fee App Week]

Free App week was just a couple of weeks ago. We saw an **incredible response**, with 12,854 undergraduate applications and 10,258 graduate applications submitted over those five days. **Almost half** of those undergraduates were **in-state students**. They **want to be here**, and we are providing every opportunity to help them get enrolled.

[Slide 30: Student with binder]

This fall and for the first time, we were also able to provide more opportunities for high school students to earn college credit through UA. Now, students who apply and are admitted into UA Early College have their first class, **UAEC 200**, provided for **free**. It is an important five-week readiness course that **ensures** they are **prepared** for the rigors of college-level studies.

Upon completion, those students earn two credit hours from UA. That’s just another example of what Ellery Hill called the “**small details**” ...but **we know** they are the factors that make **ALL** the difference in supporting our students’ success.

Kennedy Chase, another one of our prominent **rising legends**, heard about the Alabama difference from one of her friends who was enrolled in Early College courses during high school

[Slide 31: Video - Kennedy Chase]

[Slide 32: Photo of Kennedy Chase]

Kennedy mentioned UA's resources...our many opportunities for hands-on, experiential learning. Simply put, we want our students to take what they are studying in the classroom and apply it – **to learn by doing**. Students learn best from experiences that are **meaningful** to them.

[Slide 33: Career Fair #1]

We hold **career fairs and interview days** all year long. They are the ideal setting for undergraduates to refine their skills and practice for the next steps during their junior or senior year.

[Slide 34: Career Fair #2]

They are also important opportunities for networking for both full-time positions and internships for graduating students and alumni.

[Slide 35: Rural Medical Scholars]

Another example is UA's nationally recognized **Rural Medical Program**. Its mission is to recruit and train primary care physicians to care for patients in the rural underserved areas of Alabama. As I mentioned in our education session last month, **Life Science** is one of our focus areas for research. During their third and fourth years of medical school, these students are hands-on with clinicals on campus and in our community.

By the way, the UA Medical Center is caring for West Alabama in **6 cities** in the state – Tuscaloosa, Northport, Demopolis, Fayette, Carrollton...and our newest location in Livingston which opened in July.

[Slide 36: Female student in lab]

Research, as you know, is a critical component of our mission and a key ingredient of our **formula for success**.

Undergraduate research and creative activities offer our students valuable opportunities to gain real-world experience in fields of interest to them. This experience often prompts realizations about what kinds of work our students enjoy and what career paths they wish to pursue.

As a University, we also understand the significance of the research we do and how it directly impacts the lives of Alabamians – and that is a responsibility that we do not take lightly.

[Slide 37: Guys with Car in lab]

Just to recap – it was another banner year for research at The University of Alabama...**a historic time**. We examined a lot of data in our educational session in September. I want to quickly highlight some of our standout achievements in research and economic development that were earlier this week.

For the **ninth straight** fiscal year, **sponsored awards** in 2022 were at an **all-time high**, increasing to **\$211.4 million** through 840 separate sponsored awards.

[Slide 38: Group in Lab]

As part of the record year, sponsored awards from **the federal government** also reached unprecedented levels. A total of **almost 1200 proposals** were submitted to funding agencies this past year.

[Slide 39: Mercedes]

And, annual funding from industry partners **increased nearly 5-fold** creating more opportunities for students while bringing innovation and job growth to the state.

[Slide 40: Professor in river]

We continue to focus our efforts and resources on **water** – a key area for UA's research enterprise. Water access, water security and water resources are crucial to sustainable water sources for our world – and our faculty and student researchers are leading those efforts both in our state and our nation.

[Slide 41: UN Water]

UA's **Global Water Security Center** was recently awarded special accreditation to participate in the **United Nations 2023 Water Conference**, and our Center is one of only **20** universities recognized with this distinction.

[Slide 42: Senator Shelby]

Just a few weeks ago, the **Cooperative Institute for Research to Operations in Hydrology (CIROH)** held its inaugural science meeting at The University of Alabama, bringing together water researchers and professionals from across the country to establish its future vision and path.

Senator Richard Shelby and I addressed the CIROH meeting attendees, and we are grateful for the Senator's involvement and ongoing support for this institution.

Through the single largest award in UA history - \$360 million administered by the Alabama Water Institute, we now **lead** a consortium of **29** institutions from across the country focused on water research.

[Slide 43: Dr. Agrawal and Student]

Another vital element of our formula is **UA's faculty and staff** – esteemed professionals who are supporting and teaching students, who are collaborating with them in research labs, and who are providing world-class educational experiences that draw students here and inspire our donors to invest in our mission.

[SLIDE 44: Nicholas Hayes]

Our faculty **cultivate** their students' talents...students such as **Nicholas Hayes**, who graduated from UA in May with two bachelor's degrees in German and Mathematics and is currently studying at the University of Oxford in the United Kingdom.

Nick was selected as **one of only 32 Americans** to receive a **Rhodes Scholarship**, which is **one of the most prestigious academic awards** for American college graduates and the oldest award for international study. Nick is the **16th** Rhodes Scholar in UA's history and is part of a tradition of UA students winning prestigious national awards. **The University of Alabama has more Rhodes Scholars than every other university in the state combined.**

[Slide 45: Dean of Engineering]

Let me share a few additional updates and more good news for our University. **The University of Alabama College of Engineering** continues to be recognized nationally for the number of undergraduate and graduate students who receive awards and scholarships.

In Fall 2021, the College of Engineering had **more than 300** National Merit Finalists and more than **2,200 honors students**, with **45%** of its students receiving merit-based scholarships. We are pleased to have Dr. Clifford Henderson at the helm as the new Dean of the College.

[Slide 46: Heed Award DEI]

And, through the impactful leadership of **Dr. Christine Taylor** and her team in the Division of Diversity, Equity and Inclusion UA earned the **Higher Education Excellence in Diversity Award**, which is the only national award that recognizes individual schools and colleges for their outstanding work in making DEI a priority for their respective campus. **We were one of only two schools** in Alabama to receive the award among 103 other universities and colleges across the country.

[Slide 47: Dalton Award]

Executive Vice President and Provost Dr. **Jim Dalton** was formally inducted into the **National Academy of Medicine** during a recent ceremony in Washington, D.C.

His induction was driven by his prolific career in drug discovery and pharmaceutical sciences, and his election to the National Academy of Medicine is

considered one of the highest honors in the fields of health and medicine. We are certainly fortunate he is serving our institution as part of our executive team.

[Slide 48: Walk of Champs]

Switching gears...we cannot talk about UA's formula for success without recognizing the incredible talents of our **student-athletes** who are consistently as exceptional on the courts and field and in the pools as they are in the labs and classrooms.

[Slide 49: Soccer]

Women's **soccer** is dominating! The team had a perfect regular season record in the SEC – 10 and 0. Alabama has a new No. 1 team in the country in what has been a dream season for those talented players.

[Slide 50: Cross Country]

In another SEC sweep, **Alabama's men's and women's cross-country teams** both conquered their opponents and won SEC championships for the first time in program history.

Our **formula** wins again!

[Slide 51: Women's basketball]

Looking back, overall - Alabama Athletics had a highly successful season in 2021-22, posting another **top-25** finish in the annual **Learfield Directors Cup**.

[Slide 52: Golf]

Overall, we had **10 teams** finish the year ranked in **the top 20 nationally**. We had one player chosen in 2022 for the **NBA draft**, giving us four draft picks in the last three years. Several players were also selected in the **2022 NFL Draft**, including **two in the first round** – giving us **112** draft picks since 2009, **the most by any college football program during that span**.

[Slide: 53: Swimming]

With **6** Academic All-America honors in 2022, Alabama has garnered **216** accolades overall, ranking the Crimson Tide **fifth all-time** among NCAA Division 1 schools and **No. 1 among SEC schools.**

[Slide 54: Slade / Graduation Hug]

We led the SEC with **107** student-athletes earning a spot on the First-Year Academic Honor Roll and an additional **213** athletes named to the SEC Fall, Winter and Spring Honor Rolls – for a total of **320**.

[Slide 55: Bryce Young]

And of course...how about that **Heisman?**

[Slide 56: Thank a Donor]

As we celebrate our students' accomplishments, we also know we must remain on the forefront of preparing them for the fields of the future. Certainly, one key way we are doing that is through **The Rising Tide Capital Campaign**. The Tide is indeed rising...and I think we should all be excited and motivated by our tremendous progress. With 4 years remaining, we have raised more than **\$1.187 billion – 79% of our goal – from the support of almost 144,000 donors.**

And, we also set a fundraising record for the fiscal year ending Sept. 30th, raising nearly **\$226 million** in charitable gifts and pledges from almost **60,000** donors...**more than double** what we were raising just eight years ago.

Board members...I could just keep going because success is all around us – all across this campus due to our **formula...the ALABAMA EXPERIENCE.**

Our students, faculty and staff are impacting our world...**and even beyond.**

[Slide 57: Bob Hines & Stephanie]

A few weeks ago, UA alum **Bob Hines** and his crew returned from a **170-day** mission on the International Space Station...which translated to **2,720** orbits around the earth.

Bob received his master's degree in aerospace engineering at the Capstone. He didn't want to just **fly** aircraft but to also learn **how they worked**, so he delved deeper into engineering through UA's program. During his mission, **we had the privilege of interviewing him from NASA's Space-X.**

[Slide 58: Bob Hines Video]

Remarkable footage – and our first from outer space - about the impact of a degree from The University of Alabama!

[Slide 59: Concluding Teaching, Research, Service Signage Photo]

Friends...our **faculty** are **legend-makers**. Our **students** are accomplishing remarkable things and are following impressive alumni before them. Our **alumni** are charting new courses for prominence and influence.

A boundless future – a better future – begins right here, at The University of Alabama.

Thank you for all you are doing as we continue to craft our legacy...as we continue to implement our **formula** and witness -

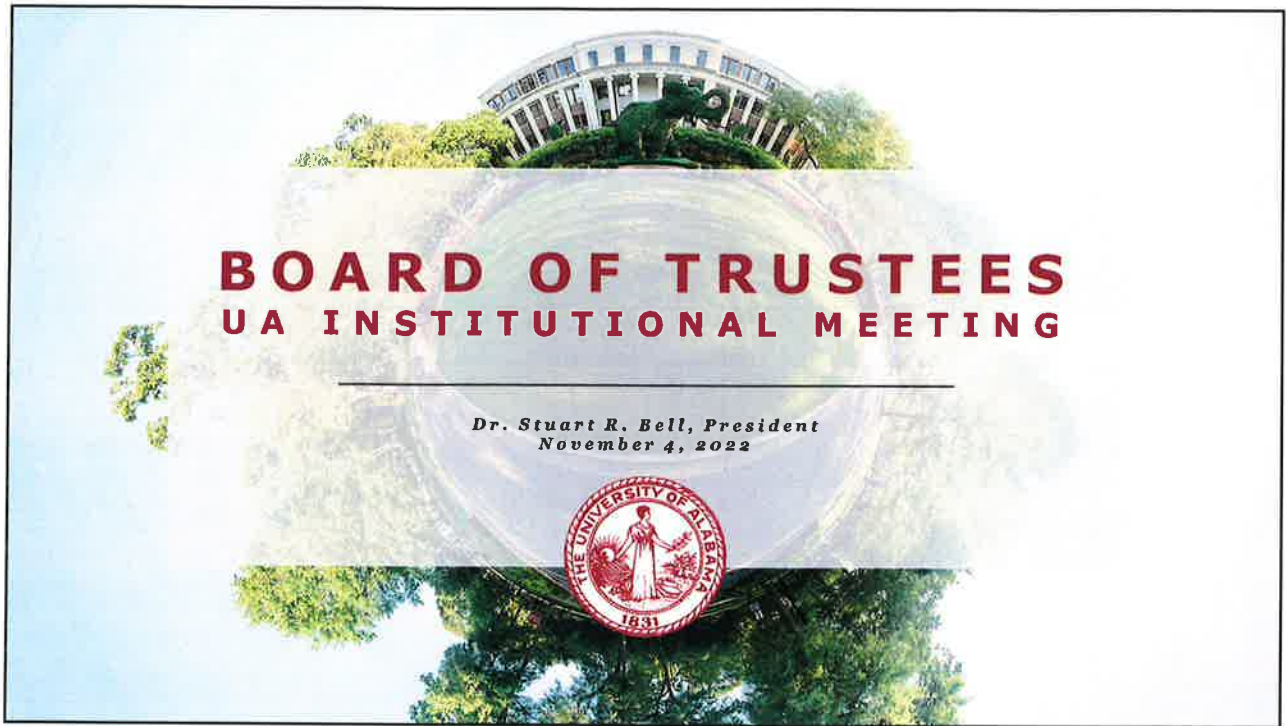
Records broken...

Students' lives changed...

Progress through research and innovation...

And **excellence** as our only benchmark for success.

ROLL TIDE!



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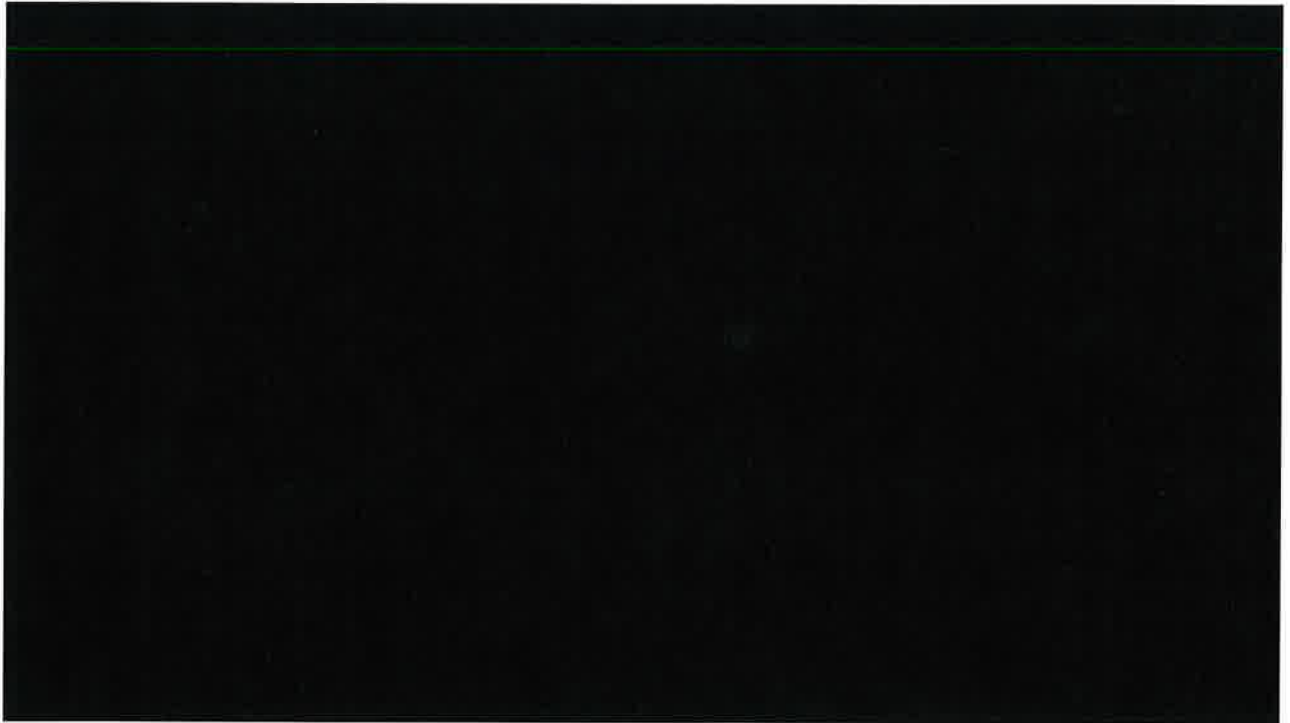
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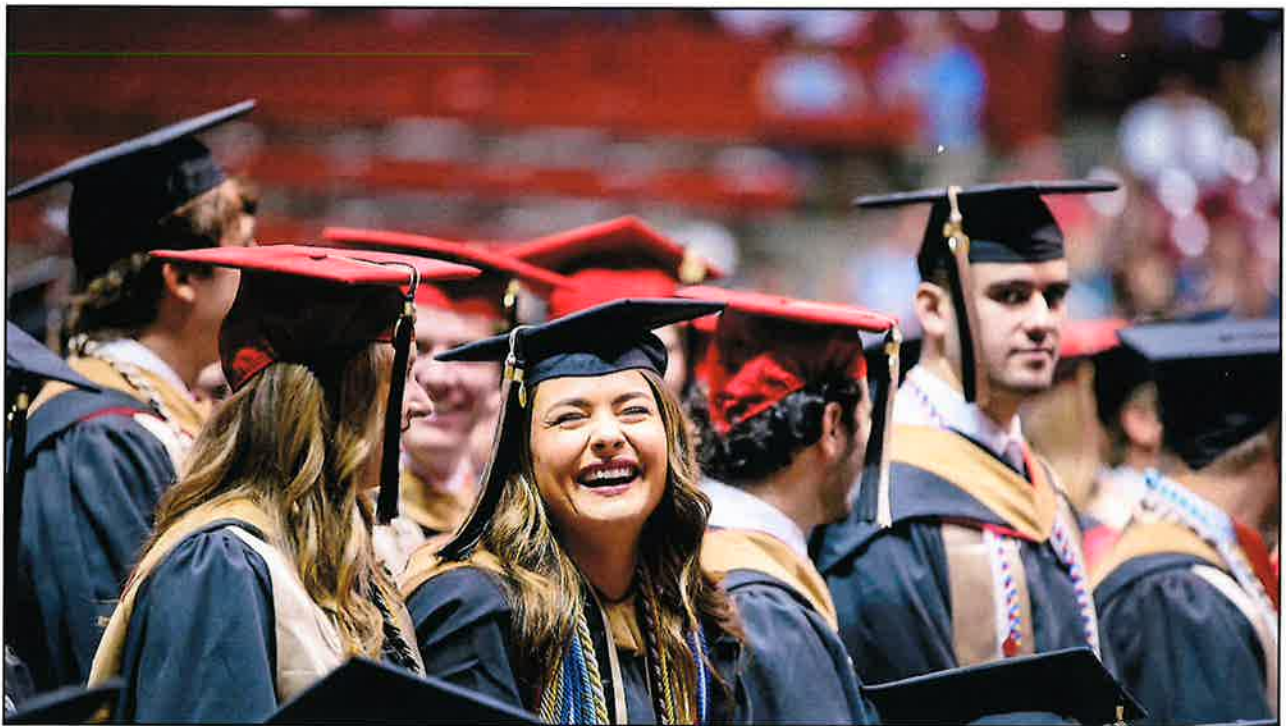
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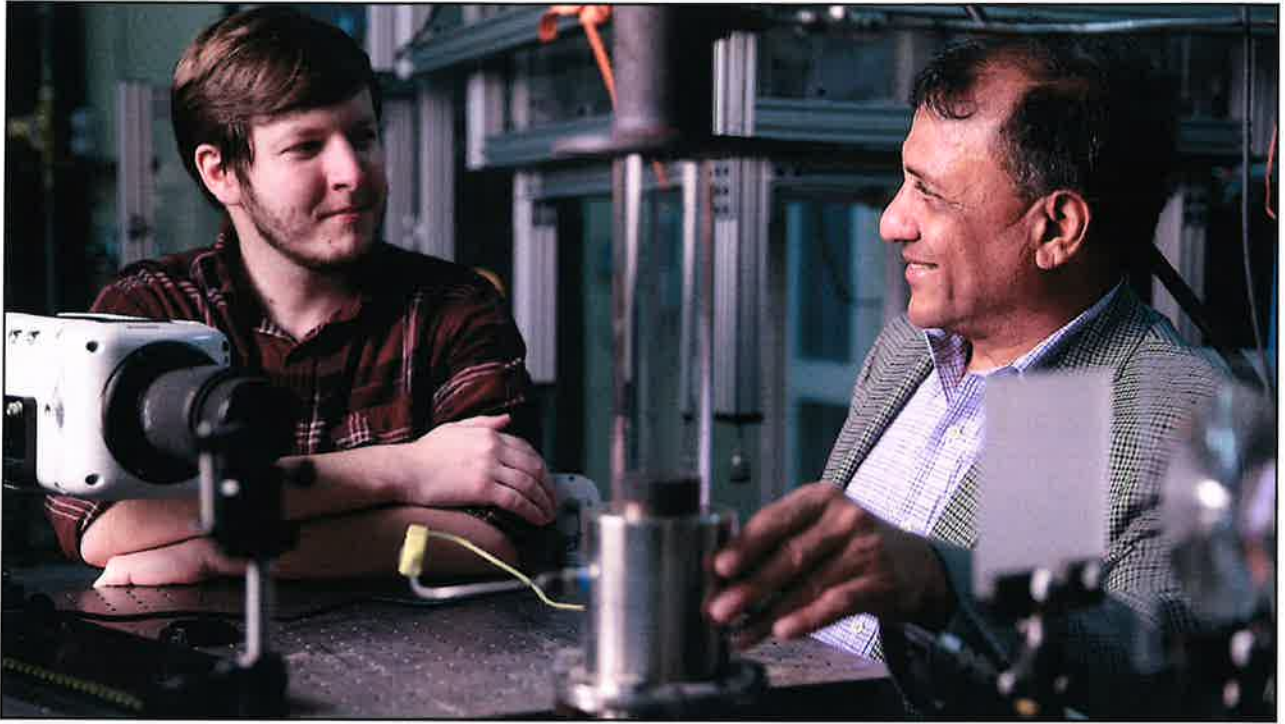
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*The **UA** Mandate*

TEACHING | **RESEARCH** | SERVICE

THE UNIVERSITY OF ALABAMA®

I am a renewable contract faculty member, with no "research burden".
And yet, every facet of what I do depends on research:

And the research that I do started with the recognition that people see
and hear differently.



What color is this
DRESS?



On a global level, I see this dress as white and gold.
(<https://www.youtube.com/watch?v=6wOUH9ImArw>)

Others see it as blue and black.

(Clearly, it's white and gold . . .)

What do you **HEAR?**

VOTE

Laurel?

Yanny?

And it's not just visual perspective – but auditory as well.

(https://www.youtube.com/watch?v=7X_WvGAhMIQ)

From this second global example, I hear Yanny – and others hear Laurel

And I'm left with: WHAT'S THE MATTER WITH YOU?! How can you hear Laurel? It's CLEARLY Yanny!



When we are
HERE

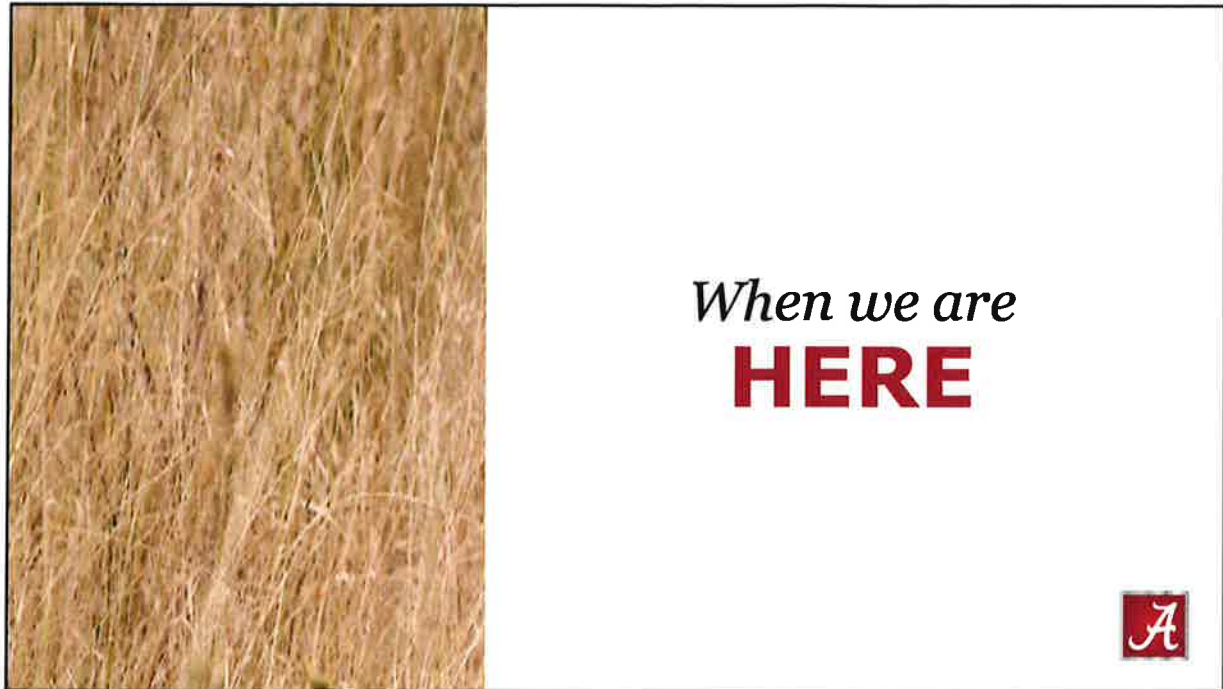


On a personal level, my husband and I love to travel. And when we're in the Amazon, side-by-side, and taking photographs simultaneously, I see this . . .

When we are
HERE



And he sees this . . .



When we are in the Serengeti, I see this . . .

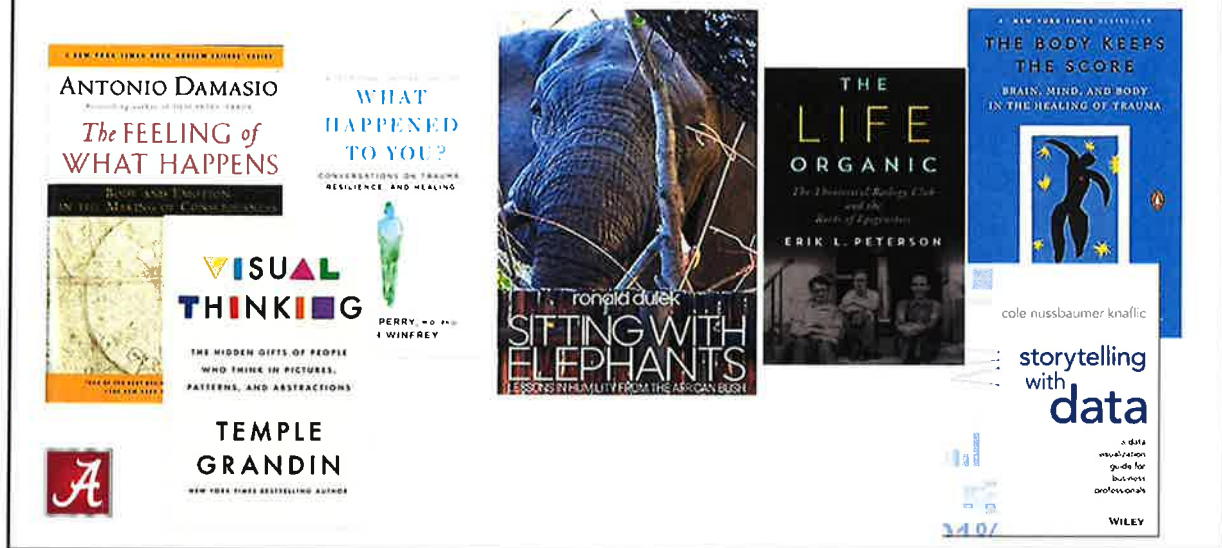
When we are
HERE



And he sees this . . .

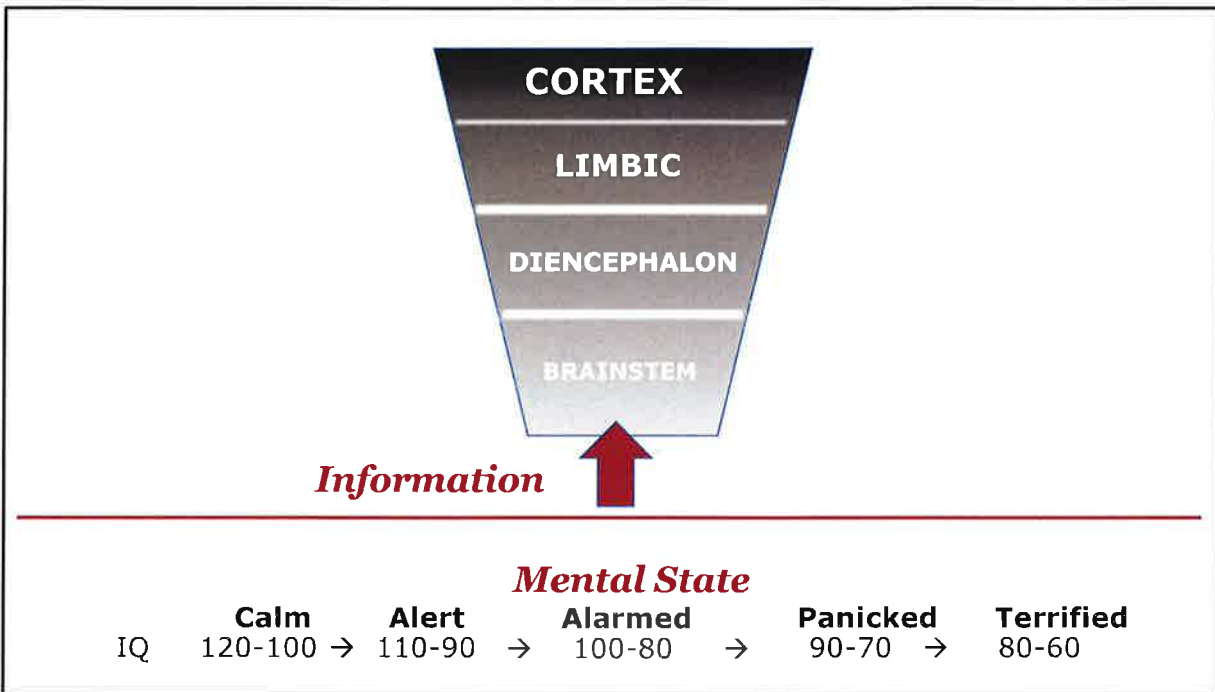
And it drives me crazy! I want to see the capybara and I want to see the cheetah!

Research: THE DRIVING FORCE BEHIND THE UA MANDATE



And because I knew that people saw and heard differently, I had to apply this to my teaching (like many teachers, I want to be the best teacher that I can be).

So I did the the research that would help me understand why and how people see and hear differently.



And the research shows that much of what we see and hear depends on our mental states.

When we're calm, information reaches the Cortex, the executive decision-making center of the brain.

But when the mental state changes from calm to alert, our IQ's drop 10-20 points, and for every change in mental state, we drop an additional 10-20 points, until we're stuck in our lizard brains, reacting rather than thinking.

MGT 456/556 Example:

**COMMUNITY-ENGAGED LEARNING
DASHBOARD PROJECT**



Research showed that I must align the mental states in my classroom.
And this is best accomplished by doing - and applying - our research.

For example: In the Spring of 2022, we took on a project for the Division
of Community Affairs.



MGT 456/556:

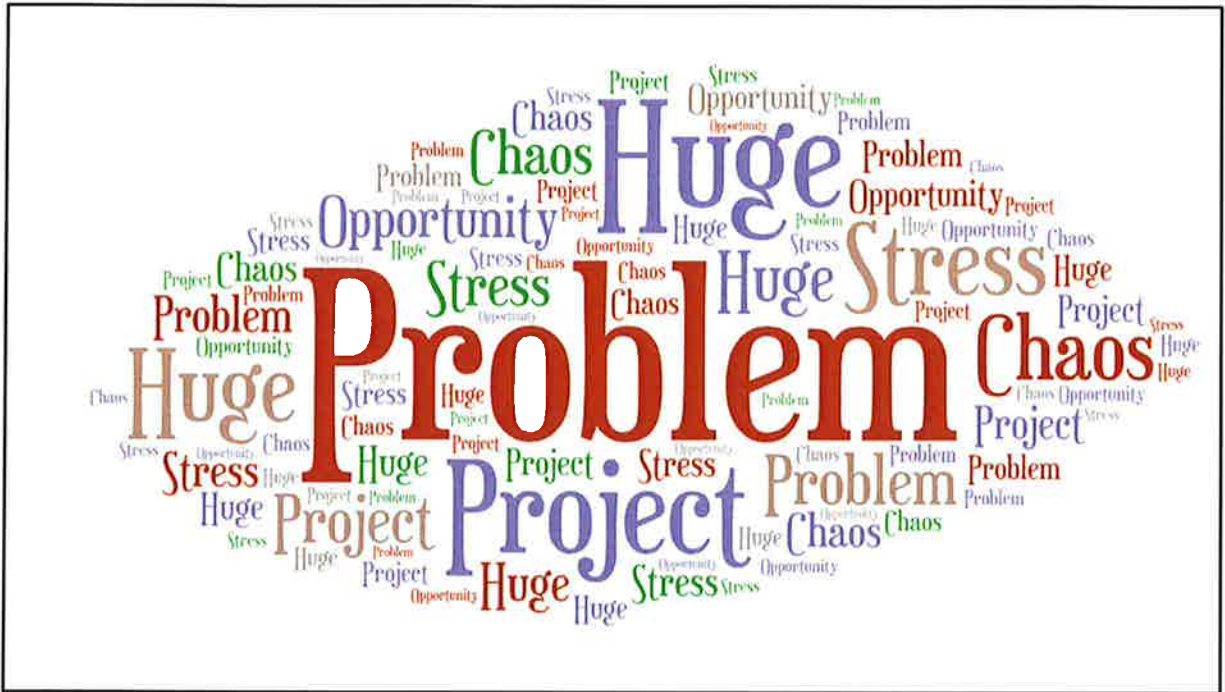
OPPORTUNITY STATEMENT | Division of Community Affairs

**TO COMMUNICATE ENGAGED LEARNING
OPPORTUNITIES TO:**

*Prospective Students & Parents • Students • Faculty & Staff •
Administrators • Community Partners*

In Dr. Pruitt's words: we wanted to find a way to "showcase all the cool stuff going on across UA" (and there's a LOT of cool stuff!).

But while I saw OPPORTUNITY . . .



My Students see "HUGE PROBLEM", which, of course, lowered their IQ's by 30-40 points . . .

9 *Institutions provide an interactive display of* **COMMUNITY-ENGAGED LEARNING OPPORTUNITIES**

Auburn University, The University of Alabama at Birmingham, **University of Kentucky**, University of Alaska Anchorage, **University of Georgia**, University of Arizona, University of Arkansas, **Stanford University**, University of Louisville, Louisiana State University, University of Minnesota, Tulane University, University of Mississippi, University of Missouri, University of Maine, **University of Rhode Island**, University of Maryland, Harvard University, Kalamazoo College, University of Michigan, **University of Kansas**, St. Louis University, University of Montana, Washington University in St. Louis, University of Nebraska - Lincoln, University of Nevada - Las Vegas, Rutgers University, Dartmouth College, **University at Buffalo - SUNY**, St. John's College, **University of Minnesota**, Cornell University, University of North Carolina, Duke University, North Carolina State University, Shippensburg University, University of Pennsylvania, **University of S. Carolina**, Clemson University, **University of Tennessee - Knoxville**, University of South Dakota, Vanderbilt University

So we started with research. As they calmed down (and their IQ's subsequently rose) the word cloud became pattern recognition . . .

In this case, the students' research showed that only 9 of the 92 institutions they benchmarked showcased Community-Engaged Learning.

That research led to the determination of best practices, which led to . . .



Project Proposal:

TO SHOWCASE COMMUNITY-ENGAGED LEARNING AT UA

Department	Community Partner
Accountancy LIFT Program	Air Force Research Laboratory
Aerospace	Alabama Credit Union
Aerospace Engineering and Mechanics	Alabama Industrial Assessment Center, sponsored by DOE
Anthropology	Alabama-Tombigbee Regional Commission
Architectural	Bibb Correctional Facility
Biology	Birmingham VA Outpatient Center
Management	Blenz Bowls
Chemical and Biological Engineering	Brewer Porch Children's Center
Civil, Construction, and Environmental Engineering	Bryant Conference Center

the creation of a database, which led to . . .



Their Solution. . .

Clicking on any building around the e-Quad brings up the Community-Engaged Learning going on in that college. Clicking on Denny Chimes lets you see “all the cool stuff going on at UA.”

Applying my own research allowed me to guide students to applying their own research and we went from the chaotic state of HUGE PROBLEM to the increasing calm that resulted in a solution.



The **UA** *Mandate*

TEACHING + **RESEARCH** + SERVICE

THE UNIVERSITY OF ALABAMA*

The UA Mandate relies on the synthesis of Teaching, Research, and Service, but research undergirds them all.

As a teacher, I learn as much from my students as they do from me, and "the Interface for that learning is research."

And now I'm going to hand this over to Madeline Martin, our SGA President, to tell you about research from the student perspective.

Madeline Martin – SGA

Research is integral to our institution. The opportunity to excel not as a student but an academic scholar is just one reason time and time again expectational individuals choose to attend the Capstone of Higher Education.

Not only are students breaking records and surpassing hurdles many thought would make further research not feasible, but concurrently, through this invaluable experience, a vital bond is formed between faculty and students.

One area that I am most proud of to be a fellow UA student is that our research transcends one topic area. We have phenomenal and groundbreaking research in the STEM field on our campus. We also have every single subject area and college researching diverse topics to make sure not only, I as a student have the best experience, but our university is never stagnant.

The College of Communication & Information Sciences houses one of the top Public Relations education programs in the nation. It also holds Capstone Agency, the number one student-run public relations firm in the nation.

As a member of the College of Communication & Information Sciences and Account Management Director of Capstone Agency, I recognize is that our institution is exceptional across the board. We have the unique opportunity of not only transcending to new heights in the STEM field, but we have artistic and creative fields breaking records and barriers for their research.

That is the excellence of our institution. That is the excellence of the University of Alabama and how we are and will continue to fulfill the mantra of “Where Legends are Made”.

Faculty Senate Updates

Dr. Chapman Greer, Faculty Senate President



1

In the past 5 years, Faculty Senate has:

- Developed policies for promotion and retention of Renewable Contract faculty, a 3-year process, enacted in 2018, and ongoing across campus
- Revised the Faculty Handbook, a 4 ½-year process, published in 2019, which continues as we make annual revisions
- Proposed Paid Parental Leave for all, implemented in January of 2022 (thank you, Matt Fajak!)
- Worked on a plan to revise UA's General Education curriculum, which is currently undergoing a faculty-wide vote



2



This Fall and every year, we...

- Finalizing the business case for universal childcare at UA (thank you President Bell, Provost Dalton, and Matt Fajak!)
- Host events ranging from FS meetings, to Higher Ed Day, to meetings with our State Representatives, to a celebration of our colleagues and their work in RISE and REACH
- Perform service projects within the campus and wider communities
- Work with PSA, OCTSA, and SGA to achieve our common objectives
- Participate in shared governance with upper administration



3

Student Government Association

Madeline Martin, 111th SGA President



4

111th Administration Goals

- Connection
- Outreach
- Equity
- Professional & Academic Development

5

Connection

- Record Number Applications
 - First Year Council had the highest number of applications in SGA history (~1300 applications with 65 seats)
- Club Chats
 - Members of our executive branch are visiting any MySource-registered club to hear student concerns
 - We are also offering SGA 101 breakdowns for our freshman-oriented organizations



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2022-2023 First Year Council & Judicial Board Members



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Outreach

- Battle of the Bands
 - Led by our Vice President for External Affairs, Collier Dobbs
 - Created space for student-run bands to compete for the title of Best Student Band in Tuscaloosa
 - Raised ~\$7,500, with proceeds from each event going to the Joe Espy Needs-Based Scholarship



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Battle of the Bands



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Outreach

- UA Arboretum
 - Developed the campus student garden to provide fresh produce to the UA Food Pantry for food insecure students
 - Run by SGA members, from upkeep to delivery



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SGA Student Garden UA Arboretum



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Equity

- DEI Passport
 - A new version of our DEI Certification program won Social Change of the Year this year at the SEC SGA Exchange
 - The new path focuses on the individual rather than on organizational certification
 - The passport allows for individual students to visit different identity groups on campus to listen and to learn



12

Diversity, Equity, & Inclusion Passport



Social Enrichment



Cultural Exploration



Educational Engagement

13

Professional & Academic Development

- Iris Headshot Photobooth
 - Worked with the Career Center and Student Life to provide free headshots to all students



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Iris Headshot Photo Booth



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Professional & Academic Development

- Speaker Series
 - Currently researching various speakers to bring to campus for students to have the opportunity to network in their fields or explore new professional paths
 - Last year, we hosted Pantsuit Politics, a nonpartisan podcast duo that focuses on civic engagement and civil discourse



16

Pantsuit Politics



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The Capstone of Higher Education

Faculty Senate + Student Government Association

18