

Campus UAB	
Project Name EBSCO Master Library Database License	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
Length of Project Ongoing	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Stage of Project FY 2022-2023 Ongoing	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$3,792,685	Category
FY 2022-2023 Cost \$758,537	Library Subscription
Project Description	
<p>EBSCO provides subscriptions, databases, and e-journal services to the University.</p> <p>EBSCO is the world's largest intermediary between libraries and publisher, helping to drive awareness of publisher content by providing an intuitive platform for direct access to information for end users.</p> <p>EBSCO partners with thousands of publishers and content providers to license hundreds of thousands of titles. Their content provides global reach, with tens of thousands of library customers and millions of users worldwide.</p>	

Campus UAB	
Project Name Ellucian	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,241,897	Category
FY 2022-2023 Cost \$426,013	Software
Project Description Ellucian is a foundational software system that backs up UAB's BlazerNET portal, the system of record for grades, class registration, degree planning and advising. This agreement provides continued maintenance and support for student ERP services facilitating aspects including admission, enrollment, and financial aid.	

Campus UAB	
Project Name Elsevier	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$8,828,425	Category
FY 2022-2023 Cost \$1,503,260	Library Subscription
Project Description Elsevier provides access to published journal titles, book chapters and handbook series support research and scholarly endeavors of all UAB students, faculty, staff and researchers. The renewal of this product will continue to provide the ability to access research journals, book chapters, handbooks, etc. This number is inclusive of UAB's portion of the UA system contract with Elsevier.	

Campus UAB	
Project Name Fiber Connectivity for Technology Innovation Center	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project Ongoing	
Stage of Project FY 2022-2023 Year 4	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Contract Renewal
Total Project Cost \$3,200,000	Category
FY 2022-2023 Cost \$1,700,000	Infrastructure
Project Description	
<p>This project will provide necessary connectivity at UAB's new Technology Innovation Center and residual Education Building, including moving core fiber from Education building to new location, which will allow UAB IT to provide services that create a competitive advantage in teaching, learning and research. Delaying the project would delay both UAB IT's move out of the Rust Building and the destruction of the Education building, inducing costs of greater than \$1.7 million.</p> <p>This project provides connectivity for UAB's new technology building, which will be the hub for the University's Data Center and high-performance computer. This cost/funding was identified in FY21.</p>	

Campus UAB	
Project Name Gartner	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$1,035,000	Category
FY 2022-2023 Cost \$412,170	Software
Project Description	
<p>Gartner is a subscription service that provides technical resources, best practices and research articles for IT and campus.</p> <p>Gartner is the industry-leading, world's largest consulting group that provides resources that are shared across IT and campus. UA, UAB, and UAB Healthcare use Gartner services.</p>	

Campus UAB	
Project Name Guideway Healthcare analytics	
University Unit HR	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Contract Renewal
Total Project Cost \$2,056,680	Category
FY 2022-2023 Cost \$685,560	Software
Project Description Guideway Healthcare analytics provides predictive analytics to help employees reduce health care costs. This product provides support to employees as patients of UAB hospital by improving patient and provider experience and outcomes, improving efficiency and satisfaction to reduce healthcare costs. Due to COVID, the implementation of this service was delayed and Guideway did not bill for the first year. UAB plans to extend the agreement for an additional year with no increase in total contract amount.	

**Annual Information Technology Budget Plan
FY 2022-2023**

Campus UAB	
Project Name High Performance Computing Support for Researchers	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
Length of Project Ongoing	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Stage of Project FY 2022-2023 Ongoing	Campus Strategic Directions Research, innovation and economic development
Funding Source Annual Budget (O&M)	Project Type Implementation
Total Project Cost \$1,400,000	Category
FY 2022-2023 Cost \$1,400,000	Infrastructure
Project Description	
<p>This expansion optimizes research capabilities to be more competitive for grants and speed discoveries that allow UAB to change the world, with 100 percent utilization (24/7). As the UAB research portfolio has grown to over \$650mil/year, researcher use of the high-performance computing resources has grown greater than 100%/year for the past three years.</p> <p>This project expands the current high-performance computing environment by adding compute cores, storage and security tools to support research with sensitive and restricted data. This addresses the needs of UAB researchers as they attempt to change the world with particular emphasis on cybersecurity, genomics and personalized medicine. These upgrades serve multiple purposes: 1) increase capacity to meet increased demand, 2) fully implement Cloud.RC and Kubernetes services, 3) implement new storage models and increase capacity to mitigate new regulatory requirements from the Final NIH Policy NOT-OD-21-013. Research computing supports more than 2,000 unique researcher accounts on its systems.</p>	

Campus UAB	
Project Name Hitachi Vantara	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,012,740	Category Infrastructure
FY 2022-2023 Cost \$202,548	
Project Description These server storage units support multiple current core business systems. This initiative supports consolidation of sensitive data from departments and colleges to the highly secure university data center. This expense is for the continued (first year through a five-year contract) lease of a storage array, as well as annual adjustments for growth and maintenance of current capital equipment.	

**Annual Information Technology Budget Plan
FY 2022-2023**

Campus UAB	
Project Name IRAP (InfoEd Integrated Research Administration Portal) - Formal Name Change to myUABresearch	
University Unit Research	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
Length of Project 10 Years	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Stage of Project FY 2022-2023 Year 10	Campus Strategic Directions Research, innovation and economic development
Funding Source Annual Budget (O&M)	Project Type Software Upgrade
Total Project Cost \$2,435,657.98	Category
FY 2022-2023 Cost \$1,099,947	Software
Project Description	
<p>Annual budgeted and reserve funds from the Office of Research will be used for an upgrade to this campus-wide system of record for all offices under the Vice President for Research and the faculty/staff who participate in all types of research as well as other non-research programs. The modules support electronic submission of compliance forms and connect the operations of the Offices of the Institutional Review Board for Human Use, Institutional Animal Care and Use Committee, and Institutional Biosafety Committee, along with Office of Sponsored Programs, Material Transfer Office and the Office of Conflict of Interest Review Board. The overall objective of the system is to effectively provide a single electronic solution for the submission and administration of sponsored projects, humans and animal protocol management, including all required regulatory and compliance requirements and research animal facilities management, including census and billing. The system allows electronic management of multiple processes, workflows, and approvals that are critical for the daily operations of the UAB research community and the Office of Research units. This is an ongoing project with continuous process improvements.</p>	

Campus UAB	
Project Name Kaltura	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$967,238	Category E-Learning/Telemed
FY 2022-2023 Cost \$188,670	
Project Description Kaltura is a lecture capture cloud platform for classrooms that enables hybrid teaching and learning.	

Campus UAB	
Project Name Kronos	
University Unit HR	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Contract Renewal
Total Project Cost \$3,136,030.40	Category
FY 2022-2023 Cost \$695,724	Software
Project Description	
<p>Kronos delivers global workforce management and human capital management solutions that help organizations engage employees, control labor costs, minimize compliance risk, and improve productivity across the entire employee life cycle.</p> <p>This expense includes yearly renewal of the license and support fees of Kronos system. This is a five-year contract. UAB plans to implement Kronos activities module and expand the usage to UAB employees in the near future, and estimated costs for these initiatives are included. The future roadmap also includes implementation of Absence Management and FMLA Leave Management modules, and costs of these initiatives are not known at this time.</p>	

Campus UAB	
Project Name Layer 3 Web Hosting for UAB.edu	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2017	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 5	Campus Strategic Directions Community engagement
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$785,253.92	Category
FY 2022-2023 Cost \$173,050.59	Infrastructure
Project Description These costs allow us to maintain the UAB website including UAB News, UAB Emergency, and the UAB department websites.	

**Annual Information Technology Budget Plan
FY 2022-2023**

Campus UAB	
Project Name LM Information Delivery subscription management license	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$7,988,101	Category
FY 2022-2023 Cost \$1,597,620	Library Subscription
Project Description	
<p>LM Information Delivery Inc. provides a streamlined subscription management service for journals, e-books, to for UAB Libraries.</p> <p>LM Information Delivery is one of the world's leading subscription and information service providers. We support libraries and other organizations with a wide range of services that simplify the acquisition and management of subscriptions and other content.</p> <p>This is an estimate of 5 years. The cost of this subscription increases from year to year based on usage for the Library.</p>	

Campus UAB	
Project Name Lyrasis Electronic License	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type License Renewal
Total Project Cost \$1,249,539	Category
FY 2022-2023 Cost \$262,403	Library Subscription
Project Description	
<p>Lyrasis provides unlimited access to the full text of the journal titles in the PROJECT MUSE collection for educational, research, and personal use by the faculty, staff, students, alumni, library patrons and other authorized users of the subscriber's campus/institutional network.</p> <p>Project MUSE is a unique collaboration between libraries and publishers providing 100 percent full-text, affordable, and user-friendly online access to 491 high-quality humanities and social sciences journals from 134 scholarly publishers.</p> <p>This is an estimate of 5 years. The cost of this subscription increases from year to year based on usage for the library.</p>	

**Annual Information Technology Budget Plan
FY 2022-2023**

Campus UAB	
Project Name McGraw Hill Electronic License	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type License Renewal
Total Project Cost \$5,188,861	Category
FY 2022-2023 Cost \$1,037,772	E-Learning/Telemed
Project Description	
<p>McGraw-Hill is a multi-year license agreement for Library info database: Access physiotherapy, FRA Davis PT Collection, AccessPediatrics, AccessMedicine, AccessAnesthesiology, AccessEmergency Medicine, AccessSurgery, AccessCardiology, AccessNeurology, First Aid Test Prep eBooks and PA Easy. McGraw-Hill is a learning science company that provides customized educational content, software, and services for pre-K through postgraduate education. The company also provides reference and trade publications for the medical, business, and engineering professions.</p>	

Campus UAB	
Project Name Microsoft	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$8,054,544	Category
FY 2022-2023 Cost \$2,684,848	Software
Project Description	
<p>Microsoft provides campus-wide email, including the hospital, storage and collaboration. This system is cloud-based, lowest cost, and the most current product portfolio of the widely used Microsoft suite of software products.</p> <p>This tool is critical for on-site, remote and hybrid work, and it is a component of digital strategy. This is a grandfathered deal that lowers hospital costs.</p> <p>This expense is for the renewal of software products from Microsoft.</p>	

Campus UAB	
Project Name Mobile Credentials	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Implementation
Total Project Cost \$1,300,015	Category
FY 2022-2023 Cost \$200,000	Infrastructure
Project Description Mobile credentialing will enable students door access via their smart phones for FY23. We are in discussions to expand the project to include all students, faculty and staff. In FY22, \$1.1 million was used for this project.	

Campus UAB	
Project Name Multi-function Printer Management	
University Unit Financial Affairs	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$15,000,000	Category
FY 2022-2023 Cost \$3,000,000	Infrastructure
Project Description	
<p>This project provides a campus-wide Multi-Function Printer Management Program, based on a pay per click model, will replace a disparate, decentralized acquisition process and is projected to save UAB \$250,000 annually (conservative estimate). Historically, individual departments specified the equipment and service agreements, often with the influence of the vendors. Historically, UAB has utilized a bid specification process that has failed to ensure efficiency or effectiveness permitting departments to purchase or lease multi-function printers from multiple vendors.</p> <p>Year three of a five-year agreement (contract started January 2020). This is a transition to a cost-per-click print model for multi-function printers and includes equipment acquisition (eliminating purchase or lease requirements, toner, and maintenance).</p>	

Campus UAB	
Project Name Network Replacement – Building level	
University Unit Information Technology	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value Elevate the status, stature and influence of the University of Alabama System so that we can call on all people devoted to the University of Alabama, UAB, UAH, and the UAB Health System to unite for common purposes.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Implementation
Total Project Cost \$5,600,000	Category
FY 2022-2023 Cost \$1,200,000	Infrastructure
Project Description Building level networking now provides support for both data and voice. This includes access to emergency services, instructional devices, administrative functionality, and research support. This equipment averages over 9 years old and no longer has vendor support. This project will replace the existing equipment with supported models with expanded capabilities. The extra capabilities will be necessary for future Wi-Fi deployments, and to meet Research and Instructional demands.	

**Annual Information Technology Budget Plan
FY 2022-2023**

Campus UAB	
Project Name Network Replacement – Core	
University Unit Information Technology	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value Elevate the status, stature and influence of the University of Alabama System so that we can call on all people devoted to the University of Alabama, UAB, UAH, and the UAB Health System to unite for common purposes.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Implementation
Total Project Cost \$1,200,000	Category
FY 2022-2023 Cost \$1,200,000	Infrastructure
Project Description Core networking services provides connectivity between campus buildings, datacenters, and Internet Services. Originally purchased in 2010, with a major update in 2015, the campus network core equipment has reached the end of its useful life and cannot be expanded to accommodate the increased demand for 10Gb and 40Gb services from Research and Datacenter resources. This project will replace the existing equipment to provide additional capacity to meet current and future institutional and research demands.	

Campus UAB	
Project Name Onbase Secure Document Imaging System OptiDocs replacement (Hyland Software)	
University Unit Financial Affairs/IT	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Contract Renewal
Total Project Cost \$1,000,000	Category Software
FY 2022-2023 Cost \$200,000	
Project Description <p>This is an ongoing project to replace an old, unsecured system with OnBase, which will provide users the ability to submit expenses, review expenses, and view human resource and financial documents in a secure location that can be easily accessed from anywhere.</p> <p>Financial Affairs is partnering with UAB IT to replace a system that is not only end of life but is also the most unsecured technology system on campus. The system allows users to view documents from their device of choice in any location based on a secure environment.</p> <p>UAB has purchased Hyland OnBase which is the same product and vendor that UA is utilizing. This product was procured using the TCPN contract (a national purchasing cooperative network).</p>	

Campus UAB	
Project Name Oracle	
University Unit HR/Finance/IT	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$3,760,900 See project description	Category Software
FY 2022-2023 Cost \$1,880,450	
Project Description Oracle is the backbone for business at UAB, the foundational solution that is the system of record for financial affairs, pay management, human resources and other core business functions. This expense is for the renewal of Human Resource and Financial products from Oracle.	

Campus UAB	
Project Name Palo Alto Customer Firewall upgrade and maintenance	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,565,000	Category
FY 2022-2023 Cost \$313,000	Security
Project Description	
<p>Through Layer 3 networking, the company Palo Alto is offering a five-year lease to upgrade the UAB customer firewall and include all of UAB IT's Palo Alto maintenance for less than the cost of annual Palo Alto maintenance alone. This project will save UAB thousands of dollars over the course of the contract. Palo Alto automates our network defenses and provides intrusion detection, as well as a prevention system. It automatically updates from Palo Alto.</p> <p>Palo Alto offers firewall security for campus, which allows UAB to architect the best security solutions to protect UAB data, research, and the personal information of all students, faculty and employees.</p>	

Annual Information Technology Budget Plan
FY 2022-2023

Campus UAB	
Project Name ProctorU	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,375,000	Category
FY 2022-2023 Cost \$475,000	E-Learning/Telemed
Project Description	
<p>ProctorU, available and accessible through Canvas, is essential for monitoring exams in a remote teaching environment.</p> <p>ProctorU through the LMS provides remote proctoring with software, webcams, live person monitoring to ascertain whether an examinee is complying with the requirements during exams. ProctorU helps deter, detect and prevent dishonest behavior to preserve the value of the institution.</p>	

Campus UAB	
Project Name ProQuest	
University Unit Provost	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,144,800	Category Library Subscription
FY 2022-2023 Cost \$228,960	
Project Description	
<p>UAB Libraries utilizes ProQuest as a vendor because they offer faculty, staff, students, and research users quality access to information that other companies do not have to offer based on subjects and subspecialties anywhere else in academia. These databases offer access to e-books, journals, other databases, and e-resources that users need to fulfill their research needs.</p> <p>ProQuest is a key partner for content holders of all types, preserving and enabling access to their rich and varied information. ProQuest curates content that matters to the advancement of knowledge, assembling an archive of billions of vetted, indexed documents.</p>	

Campus UAB	
Project Name REDHAT for Linux OS support	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$404,426.38	Category
FY 2022-2023 Cost \$	Infrastructure
Project Description Redhat is a foundational system for all enterprise systems hosted on campus. Movement to a single operating system is an essential component of our system design and cost containment strategies. We paid for this upfront for 3 years to seek additional long-term savings and to reduce annual cost increases. This operating system allows for systems such as Oracle and Banner to operate on campus.	

Campus UAB	
Project Name Salesforce CRM & Marketing Cloud software	
University Unit Provost/University Relations	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Contract Renewal
Total Project Cost \$3,000,000	Category Software
FY 2022-2023 Cost \$1,000,000	
<p>Project Description</p> <p>Increased competition for students and the rise of digital connectivity in all sectors are requiring universities to engage in business practices and digital strategies not unlike Fortune 500 companies. In order to compete in a hyper competitive education and health market, it is imperative our communications and processes engage in digital transformation.</p> <p>Implementing Salesforce Marketing Cloud & CRM (Customer Relationship Management) helps promote the UAB strategy plan by:</p> <ul style="list-style-type: none"> • Reducing duplication of communication and marketing tools across the university optimizing resources for better tools, as well as an increase in cost-savings university wide. • Significantly increasing internal and external stakeholder engagement by establishing a centralized CRM (Customer Relationship Management) for the university, leading to more strategic communications and 360 degree view of stakeholders. • Significantly impacting enrollment across the board by implementing a dynamic online lead form embedded across all degree-related sites; capturing touch points into a central CRM(Customer Relationship Management). • Helping increase student success and retention through holistic view of student in central CRM(Customer Relationship Management). <p>UAB utilizes many products from Salesforce. Salesforce CRM (Customer Relationship Management) and Marketing Cloud tools are used across campus for constituent engagement and marketing</p>	

Annual Information Technology Budget Plan
FY 2022-2023

Campus UAB	
Project Name ServiceNow	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value Work to lead a unified approach to improving education at every level in Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$594,355	Category
FY 2022-2023 Cost \$285,048	Infrastructure
Project Description	
<p>ServiceNow is the IT system of record for IT service tickets, requests and also the configuration management database (assets and relationships). It also handles financial planning, budgeting and transparency for IT. The platform is also an entry point for all IT services. ServiceNow was instrumental during the coronavirus (COVID-19) pandemic by helping teams transform paper and outdated processes to allow for remote work. The platform has also been utilized by departments as a real-time chat tool for contact with students, faculty and staff.</p>	

Campus UAB	
Project Name Siemens	
University Unit Facilities	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$787,392	Category
FY 2022-2023 Cost \$262,464	Staff Augmentation
Project Description Siemens provides specialized consulting for facilities. Siemens service technician duties include system upgrades, report development, alarm management, troubleshooting, repairs, energy modifications, sequences/programming, and on-site training for the HVAC maintenance team.	

Campus UAB	
Project Name Splunk	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Elevate the status, stature and influence of the University of Alabama System so that we can call on all people devoted to the University of Alabama, UAB, UAH, and the UAB Health System to unite for common purposes.
Length of Project Ongoing	
Stage of Project FY 2022-2023 Year 4	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$956,036	Category
FY 2022-2023 Cost \$263,204	Security
Project Description	
<p>Splunk software provides enterprise security information and event management, which allows UAB IT to protect University data, networks and systems from intrusions that could damage the institution's reputation and steal information and financial resources. This is a system-wide, long-term contract that was negotiated at a steep discount.</p> <p>Splunk is a security information and event management software that helps UAB IT detect and prevent security intrusions. The cost for this solution increases slightly each year as licenses are determined by the amount of data the system consumes. As more and more systems are added on campus, the cost will increase.</p>	

Campus UAB	
Project Name Tableau data analytics and visualization	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Education
Funding Source Annual Budget (O&M)	Project Type License Renewal
Total Project Cost \$704,700	Category
FY 2022-2023 Cost \$242,938	Software
Project Description Tableau, a software solution, provides analytics and data to assist with decision making across campus. This expense is for a 3-year contract for a product that produces visualization of campus data and analytics to help leadership make data informed decisions.	

Campus UAB	
Project Name Touchnet	
University Unit Financial Affairs	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions
Funding Source Central Funds	Project Type
Total Project Cost \$655,680	Category Security
FY 2022-2023 Cost \$246,960	
Project Description	
<p>UAB is currently using TouchNet Cashiering, Payment Gateway and Market Place suite of products. And ongoing support & hosting fees for TouchNet is \$171,714/year. UAB is evaluating another TouchNet product Bill Payment Suite which presents a better account management interface for students & parents and also presents opportunities to streamline several business processes like Refunds, Deposits, Payment Plans etc. The mobile version of the product is included in the suite of products which will let staff and students access this product via phones or tablets.</p>	

Campus UAB	
Project Name UPS Maintenance – Building level	
University Unit Information Technology	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value Elevate the status, stature and influence of the University of Alabama System so that we can call on all people devoted to the University of Alabama, UAB, UAH, and the UAB Health System to unite for common purposes.
Length of Project 5 Years	
Stage of Project FY 2022-2023	Campus Strategic Directions Education
Funding Source Central Funds	Project Type Implementation
Total Project Cost \$1,000,000	Category
FY 2022-2023 Cost \$200,000	Infrastructure
Project Description Building-level network Uninterrupted Power Supplies serve to provide temporary service along with protecting networking and VoIP/emergency phone connectivity in the event of power issues. UPS battery life is estimated at 3 years, though many fail before 2 years. This project will fund the routine replacement of batteries and defective devices.	

Campus UAB	
Project Name WIFI Upgrades	
University Unit Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
Length of Project Ongoing	Make higher education accessible and diverse, prepare our students for success, and meet the workforce needs of the State.
Stage of Project FY 2022-2023 Ongoing	Campus Strategic Directions Education
Funding Source Departmental R&R-Plant	Project Type Implementation
Total Project Cost \$1,500,000	Category
FY 2022-2023 Cost \$500,000	Infrastructure
Project Description	
<p>The single most requested item from students has been to strengthen the coverage of WiFi across campus, which is critical in an urban setting. There are 2,800 access points around campus — a far smaller number than Auburn or the University of Alabama, which has 9,000 access points. This project is paramount to the security of our students and allows them to be connected and working towards graduation at all times. This project provides students, faculty, and staff the ability to compute and work in any location on campus. WiFi is essential to working on campus and is considered an ongoing project as updates to the system must be made in order to maintain operations.</p>	



The University of Alabama at Birmingham

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Campus UABHS	
Project Name 24/7 SOC with SIEM Service	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type License Renewal
Total Project Cost \$3,900,000	Category
FY 2022-2023 Cost \$443,000	Security
Project Description We are replacing Splunk after its final year ending April 2023	

Campus UABHS	
Project Name Ambient Detection and Response Tool for Sepsis (DARTS)	
University Unit Projects	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project FY19-FY22 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$1,110,600	Category Patient Monitoring
FY 2022-2023 Cost \$370,200	
Project Description <p>Ambient Clinical Analytics Detection and Response Tool for Sepsis (DARTS) is an automated early detection system using a customizable algorithm to detect potential sepsis and at risk bundle elements. DARTS will replace the manual documentation of qSepsis at triage.</p>	

Campus UABHS	
Project Name Bahwan Staff Augmentation (Citrix)	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$265,000	Category
FY 2022-2023 Cost \$265,000	Staff Augmentation
Project Description	
<p>Assist the HSIS Infrastructure (Citrix) team with a “follow the sun” Citrix server support and managed services model. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek Inc. and HSIS have partnered to supply technical resources to fill this void.</p> <p>DESCRIPTION IT Staff Augmentation – Database Administration and Support (Oracle and SQL Databases).</p>	

Campus UABHS	
Project Name Bahwan Staff Augmentation (DBA)	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$490,000	Category
FY 2022-2023 Cost \$490,000	Staff Augmentation
Project Description	
<p>Assist the HSIS Database Administration (DBA) team with a “follow the sun” database support and managed services model. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek, Inc. and HSIS have partnered to supply technical resources to fill this void.</p> <p>DESCRIPTION IT Staff Augmentation - Database Administration (DBA)</p>	

Campus UABHS	
Project Name Bahwan Staff Augmentation (F5)	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$135,000	Category Staff Augmentation
FY 2022-2023 Cost \$135,000	
Project Description Assist the HSIS Network team with a “follow the sun” F5 support and managed services model. Due to the limited supply of qualified resources in this technical area, Bahwan CyberTek Inc. and HSIS have partnered to supply technical resources to fill this void. DESCRIPTION IT Staff Augmentation – Infrastructure (F5).	

Campus UABHS	
Project Name BMC – Software Distributed	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$2,132,605	Category
FY 2022-2023 Cost \$430,000	Software
Project Description Annual payment for BMC distributed products such as control-D to get documents to clinics throughout the hospital. This allows the user to get reports online.	

Campus UABHS	
Project Name CareFusion	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$1,250,000	Category Patient Monitoring
FY 2022-2023 Cost \$250,000	
Project Description Infusion pump application that allows for integration of BD IV pumps with the electronic medical record to send and receive data about active infusions.	

Campus UABHS	
Project Name Cerner	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2015	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 10 Years	
Stage of Project FY 2022-2023 Year 10	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$23,400,000	Category
FY 2022-2023 Cost \$7,500,000	Software
Project Description	
Enterprise application suite for clinical care delivery. Electronic Health Record utilized in UAB Hospital, Spain Rehabilitation Center, The Center for Psychiatric Medicine, HSF and other outpatient clinics. This umbrella contract includes multiple Cerner related contracts associated with EMR. Cerner Millenium implementations began in 2003 and spanned a number of years.	

Campus UABHS	
Project Name Cerner Application Node Migration to Linux	
University Unit Infrastructure	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$800,000	Category
FY 2022-2023 Cost \$800,000	Infrastructure
Project Description HSIS will be migrating from our current AIX environment to the preferred direction of Cerner to the Linux platform. We currently have four application nodes in production, and will be doing this with Cerner services, and direction. This change will allow UAB-HSIS to be supported by Cerner, and received new application code from them.	

Campus UABHS	
Project Name Cisco Smartnet Network (Renewal July FY23)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$5,500,000	Category Infrastructure
FY 2022-2023 Cost \$1,900,000	
Project Description In 2022 Cisco SmartNet Total Care licensing model has changed. Cisco moved to FlexEA licensing model, breaking out Telecom from Networking into two separate line items. Cisco Smart Net Total Care (SmartNet) still provides the support foundation for all network and communications infrastructure for UAB HSIS.	

Campus UABHS

Project Name Cisco Smartnet Telecom (Renewal July FY23)

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started

2020

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

3 Years

Stage of Project FY 2022-2023

Year 3

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget
(O&M)

Project Type Contract Renewal

Total Project Cost \$5,500,000

Category
FY 2022-2023 Cost \$1,900,000

Infrastructure

Project Description

In 2022 Cisco SmartNet Total Care (SmartNet) provides the support foundation for all network and communications infrastructure for UAB HSIS. This includes traditional network services, such as LAN, WAN, Data Center, Wireless, Telephony, Internet Perimeter, and Network Security, but also includes Telemetry, Vocera, RTLS, and Telemedicine. SmartNet provides access to Device Management (SmartNet Portal), Cisco OS Updates and Patches, 8x5xNBD Advanced Hardware Replacement, 24x7x365 Access to Cisco Technical Assistance Center (TAC) Engineers for Configuration and Troubleshooting Support, Smart Entitlements, Online Technical Resource Access and Community Support. Access to these technical services are critical in the architecture, design and strategic planning process, as well as providing insight into next generation technologies and technology roadmaps. This is a HSIS system-wide, 3 year contract that was negotiated at a steep discount.

DESCRIPTION

The Cisco Smart Net Total Care (SmartNet) service is a part of Cisco's technical services portfolio that helps UAB HSIS maintain and support its entire network infrastructure.

Code upgrades, patching, support, SLA

Critical 24x7x4 part replacement

Campus UABHS	
Project Name Cisco Voice Gateway Replacemnet	
University Unit Telecommunications	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$405,000	Category Infrastructure
FY 2022-2023 Cost \$405,000	
Project Description The hardware used to interface the circuits between our Telephone System (Cisco VoIP Gateways) and the Local Carrier (Lumen) is going End of Life/End of Support. In order to maintain operations, we must routinely replace the hardware these circuits are connected between to the two systems. We are approaching the time again to replace our hardware in order to keep those systems running and secure with the appropriate security patches and software releases as they developed. This expenditure was reduced as a result of our PRI to SIP conversion.	

Campus UABHS**Project Name** Citrix License Agreement (Renewed FY21)**University Unit** Infrastructure**Project** (Ongoing or New) Ongoing**Year Project Started**

2021

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

5 Years

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget
(O&M)**Project Type** Existing Subscription**Total Project Cost** \$4,300,000**Category****FY 2022-2023 Cost** \$932,369

Infrastructure

Project Description

Citrix is a virtualization environment that allows remote access to of virtualized desktops and/or applications across a data network. Unlike a regular desktop or application that runs locally on a computer, the elements of a Citrix application or desktop are running on a remote host server and presented to the end device. This allows the virtualized resources to be delivered not only to PCs, but also to tablets, smartphones, thin clients, and other devices. The only requirement on the end device side is that it should be running the Citrix Receiver, a piece of software responsible for managing the virtual resources on that device. A single desktop or application image can be used to provision and manage virtual desktops and applications to many users with similar requirements. Citrix is the virtualization platform used for delivering Cerner applications and virtual desktops to hospital and clinical staff. Citrix is also used to present other departmental applications, outside of Cerner, including those who telecommute and require remote application access.

Campus UABHS

Project Name Cloud Hosting Services (AWS/Azure)

University Unit Infrastructure

Project (Ongoing or New) New

Year Project Started

2023

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget
(O&M)

Project Type Implementation

Total Project Cost \$500,000

Category
FY 2022-2023 Cost \$500,000

Infrastructure

Project Description

Baseline 3 hosts + up to ~8 additional hosts for moving applications to a cloud host provider.

Campus UABHS	
Project Name Convergent On-Call Support - Nurse Call	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$630,400	Category
FY 2022-2023 Cost \$130,000	Patient Monitoring
Project Description Annual On-Call Nurse Call Support	

Campus UABHS	
Project Name Crowdstrike	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$1,200,000	Category Security
FY 2022-2023 Cost \$400,000	
Project Description Crowdstrike is the Health System's next generation antivirus. It protects servers, workstations and laptops from viruses and mal-ware including ransomware.	

Campus UABHS	
Project Name Crown Castle Circuits	
University Unit Telecommunications	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$609,000	Category
FY 2022-2023 Cost \$130,000	Infrastructure
Project Description Contract for HSI network fiber connectivity between GSB/WIC and the DCBlox data center.	

Campus UABHS	
Project Name Cspire Data Center Contract	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2017	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 7 Years	
Stage of Project FY 2022-2023 Year 7	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$6,267,986	Category
FY 2022-2023 Cost \$2,000,000	Infrastructure
Project Description Annual Cost of Cspire Co-Location Data Center Site	

Campus UABHS	
Project Name DC Blox Data Center	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$560,000	Category
FY 2022-2023 Cost \$110,000	Infrastructure
Project Description	
<p>DC BLOX Birmingham colocation facility. Located in downtown Birmingham near the UABHS campus, DC BLOX is the first multi-tenant Data Center in the state of Alabama to receive Uptime Institute's Tier III Certification of Constructed Facility (TCCF). This designation award confirms that the Data Center is concurrently maintainable, requiring no shutdowns when equipment needs maintenance or replacements with no impact to IT operations.</p>	

Campus UABHS	
Project Name Decisio	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started	UA System Core Value
Length of Project 3 years	The purpose of improving the lives and health of the citizens of the State of Alabama
Stage of Project FY 2022-2023 -	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type New
Total Project Cost \$ 726k-2.99 mil	Category
FY 2022-2023 Cost \$	Software
Project Description	
Decisio is a visualization tool for clinical data from the EMR as well as a surveillance tool for specific care pathways "bundles".	

Campus UABHS	
Project Name DRaaS (VMWare)	
University Unit Infrastructure	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Implementation
Total Project Cost \$547,230	Category
FY 2022-2023 Cost \$547,230	Infrastructure
Project Description Hosted VMware Disaster Recovery as a Service capacity and connectivity; ~100 to 200 VMs of average size with 48hours of VCDR with 6-months of retention for ransomware protection.	

Campus UABHS	
Project Name EDW Capacity Expansion	
University Unit Enterprise Data Warehouse	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB imperative for World-Class IT
Funding Source Hospital Plant Funds	Project Type Software Upgrade
Total Project Cost \$825,000	Category
FY 2022-2023 Cost \$75,000	Software
Project Description Expand the Enterprise Data Warehouse capacity with additional software, storage and compute capacity to allow for expanded capabilities, including real-time analytics , sharing data and metrics with Alliance members and affiliates, text processing for clinical notes and other advanced analytics capabilities. (Snowflake)	

Campus UABHS	
Project Name End-User Device Routine Replacement *	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$1,000,000	Category
FY 2022-2023 Cost \$1,000,000	Infrastructure
Project Description This line item represents the routine critical infrastructure required for EoL device replacement	

Campus UABHS	
Project Name HealthQuest	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2018	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 5	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$1,440,000	Category
FY 2022-2023 Cost \$288,000	Software
Project Description HealthQuest is the Revenue Cycle software utilized in UAB Hospital, Spain Rehabilitation Center, The Center for Psychiatric Medicine and some outpatient areas. The software vendor is now Allscripts. This product has been in place at UAB for over two decades.	

Campus UABHS	
Project Name Hitachi Maintenance Renewal	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,300,000	Category Infrastructure
FY 2022-2023 Cost \$2,300,000	
Project Description Hitachi provides storage area network infrastructure support for UAB Hospital. Hitachi support includes 24x7x365x4 response part in hand replacement; part depo service; dedicated service engineer; on-site software patching and upgrades; and technical engineer troubleshooting support, root-cause analysis and resolution. This is a system-wide, long-term contract is a one year cost leveled contract across the life of each individual storage device/component. There is no cost benefit to UAB for an extended year support contract.	

Campus UABHS

Project Name HNAS Replacement (Prod and MDC)

University Unit Infrastructure

Project (Ongoing or New) Hardware Replacement

Year Project Started

2023

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds

Project Type Hardware Replacement

Total Project Cost \$2,800,000

Category
FY 2022-2023 Cost \$2,800,000

Infrastructure

Project Description

HSIS plans to replace the current Network Attached Storage (NAS) storage system with a modular and scalable storage technology solution capable of meeting the reliability, performance and growth demands for the Health System's large unstructured file data environment. Other improvements include increased operational flexibility, no-downtime technology refreshes, greater data visibility and simplified data management.

Campus UABHS	
Project Name Hospital at Home	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$1,500,000	Category
FY 2022-2023 Cost \$500,000	Patient Monitoring
Project Description New planned care delivery model. Provide services to patients at home during an acute medical treatment episode vs hospitalizing them. Total project cost includes equipment for staff use, software and equipment to monitor vital signs remotely in the patient home and track all patient status as well as integration to the electronic medical record.	

Campus UABHS	
Project Name HVC - Phillips Xper Upgrade (HVC and TKC)	
University Unit Projects	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 1 year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Equipment and System Upgrade
Total Project Cost \$972,286	Category
FY 2022-2023 Cost \$972,286	Patient Monitoring
Project Description Required upgrade of the existing hemodynamic monitoring system.	

Campus UABHS	
Project Name IBM Hardware Maintenance (HealthQuest only)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$1,379,529	Category Infrastructure
FY 2022-2023 Cost \$459,843	
Project Description The contract represents the supporting hardware for the mainframe in both locations, GSB, and Montgomery. The IBM 7770 virtual tape, and IBM 8910 storage arrays for real time processing between both locations.	

Campus UABHS	
Project Name IBM HealthQuest Mainframe GSB (Lease)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$785,127	Category
FY 2022-2023 Cost \$261,709	Infrastructure
Project Description Current Health Quest Mainframe located in GSB, provides front-end patient admissions to Electronic Health Record. We run nightly batch cycles for financial purposes, and charges for medical procedures. The mainframe interfaces with our interface engine to distribute data to other locations, and systems.	

Campus UABHS	
Project Name IBM Maintenance (All other AIX Open)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$900,000	Category
FY 2022-2023 Cost \$900,000	Infrastructure
Project Description	
Annual IBM maintenance for yearly support of IBM critical infrastructure components. These components consist of hardware that run our enterprise critical applications such as, Cerner, Lawson, IDX, and our interface engine that transfers data to other pieces of our critical infrastructure. We have established a very redundant computer infrastructure system, and paying maintenance in case of a failing component is very critical in our 24x7 operating business model.	

Campus UABHS	
Project Name Illumicare	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Contract Renewal
Total Project Cost \$240,000	Category Software
FY 2022-2023 Cost \$240,000	
Project Description Software embedded in Cerner for medication and lab stewardship support and enabled for CRNPs.	

Campus UABHS	
Project Name Immersive	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$343,200	Category Software
FY 2022-2023 Cost \$343,200	
Project Description Assisting with the due diligence/implementation of the new Master Patient Index (EMMI) and working on multiple alliance-related activities.	

Campus UABHS	
Project Name InfloBlox	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,300,000	Category Infrastructure
FY 2022-2023 Cost \$450,000	
Project Description Infoblox dns, dhcp, ntp, and network management software and hardware licensing and support.	

Campus UABHS

Project Name Info Security Routine Infrastructure*

University Unit Information Security

Project (Ongoing or New) Ongoing

Year Project Started

0

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds

Project Type Hardware Replacement

Total Project Cost \$675,000

Category
FY 2022-2023 Cost \$675,000

Security

Project Description

This cost is currently associated with Server/SAN infrastructure--but is intended to fund the move of Archer to the cloud. Archer is our Governance, Risk and Compliance systems that contains all the data related to cybersecurity events, incidents, investigations, risk architecture for business units, software and other risk assessments, audit data, organizational structure and more. It is the central repository for tying together Governance, Risk and Operations activity and actionable data.

Campus UABHS	
Project Name Infor Inc. (Lawson)	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$1,396,017	Category Software
FY 2022-2023 Cost \$465,339	
Project Description Software utilized in the hospital to help manage supply chain and on the HSF side to perform HR/business functions.	

Campus UABHS	
Project Name Ipro (Email Archive)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 2 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$827,750	Category Software
FY 2022-2023 Cost \$653,000	
Project Description Annual Email Archive licenses and support	

Campus UABHS**Project Name** Kronos**University Unit** Clinical / Financial Applications**Project** (Ongoing or New) Ongoing**Year Project Started**

2021

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

5 Years

Stage of Project FY 2022-2023

Year 2

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds**Project Type** Existing Subscription**Total Project Cost** \$1,354,000**Category****FY 2022-2023 Cost** \$286,015

Software

Project Description

Workforce Management tool utilized for Time and Attendance tracking throughout UAB Medicine departments/entities.

Campus UABHS	
Project Name Lumen SIP	
University Unit Telecommunications	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$767,988	Category
FY 2022-2023 Cost \$153,597	Infrastructure
Project Description	
<p>PRI to SIP voice circuit conversion. Decreasing cost, enhancing capabilities and features. Circuits connecting the Telephone System (Cisco Unified Call Manager) to the Local Carrier (Lumen). These circuits are utilized for Local/Long Distance/International/Toll Free calling. These circuits are also how we receive outside calls to our DID (Direct Inward Dialing) telephone numbers.</p>	

Campus UABHS	
Project Name Master Patient Index Replacement / Informatica	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project FY21 - FY24 4 years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Replacement
Total Project Cost \$5,000,000	Category
FY 2022-2023 Cost \$1,500,000	Software
Project Description	
<p>Replacement of the University of Alabama Health System (UABHS) Enterprise Master Patient Index (EMPI) system also referred to as "EMMI." The EMPI product in use by UAB Health System is currently 22+ years old and is no longer supported or upgradable. The software platform it was developed on is not portable to newer hardware, operating systems or databases. The EMPI allows UABHS to perform many integrations that otherwise would not be possible and allows UABHS to store and use other hospital's patient identifiers and it actually assigns all UABHS medical record numbers and patient account numbers for use by clinical and financial staff. The UABHS EMPI currently holds demographic data to identify approximately 3 million patients and identifiers from 18 individual sources. It also provides other services such as duplicate detection and or auditing for registration problems. Replacing the EMPI with newer, more robust technology will enable UABHS to continue performing the processes mentioned above, run the product on current software and hardware, and enhance audits and reporting and better integration with the various disparate patient registration systems.</p>	

Campus UABHS	
Project Name Meal Service Delivery Robots	
University Unit Projects	
Project (Ongoing or New) New Request	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project	
Stage of Project FY 2022-2023 -	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type New
Total Project Cost \$1,200,000	Category
FY 2022-2023 Cost \$600,000	Infrastructure
Project Description Solution to assist with automation driven delivery of meal trays to patient rooms.	

Campus UABHS	
Project Name Medigate IOT	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$1,650,000	Category
FY 2022-2023 Cost \$550,000	Security
Project Description Medigate is an Internet of Things "IoT" scanning software and device---this application is designed to do passively vulnerability scanning on all medical devices---currently we do not have this capability, and medical devices can be and often are compromised. This will give us visibility into what vulnerabilities exist in a host of devices and the guide on remediation.	

Campus UABHS	
Project Name Microsoft (Cals/A1 licenses) Yrly	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,200,000	Category Software
FY 2022-2023 Cost \$1,200,000	
Project Description This is our yearly renewal for our Microsoft Tenant allowing UAB Health system to leverage Microsoft 365 applications such as Office 365, Teams, OneNote, Sway and Forms. This license also allows us access to Microsoft Azure, and Azure AD, an enterprise identity service that provides single sign-on authentication as well as a backup of the Health System Active directory.	

Campus UABHS	
Project Name Microsoft (MFA, MIM, Intune)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$262,800	Category
FY 2022-2023 Cost \$262,800	Security
Project Description Microsoft (MFA, MIM, Intune) Licenses/Support	

Campus UABHS	
Project Name Montgomery Data Center Contract	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2017	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 6 Years	
Stage of Project FY 2022-2023 Year 6	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,755,140	Category
FY 2022-2023 Cost \$2,755,140	Infrastructure
Project Description Annual cost of RSA Montgomery Disaster Recovery (DR) Secondary Data Center Location	

Campus UABHS	
Project Name Network Data Center Access Switch *	
University Unit Infrastructure	
Project (Ongoing or New) Hardware Replacement	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$900,000	Category
FY 2022-2023 Cost \$900,000	Infrastructure
Project Description	
<p>Data Center Aggregation Block: The HSIS Data Center Access switches are high-performance, low-latency switches, which connect servers and enclosures to the Data Center Aggregation switches. Data Center Access switches allow better sharing of service devices across multiple servers, a critical network services capability for highly virtualized environments.</p> <p>Part of our Data Center network critical technology refresh lifecycle, this proposed initiative will allow us to refresh our end of sale (EOS) Data Center Access switches. These critical network components will be targeted to the GSB Data Center for FY2023. The Data Center Access switches for the Cspire Colocation Data Center will be targeted for FY2023.</p>	

Campus UABHS	
Project Name Nuance - Powerscribe One, Primordial workflow and Lung Cancer Screening and other tools	
University Unit Projects	
Project (Ongoing or New) Renewal	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3	
Stage of Project FY 2022-2023 -	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Renewal
Total Project Cost \$1,275,000	Category
FY 2022-2023 Cost \$500,000	Software
Project Description Renewal of the voice recognition systems in use by Radiology to generate clinical reports. Additionally Nuance also provides workflow tools for worklist management as well as specialized Lung Cancer Screening workflow tools.	

Campus UABHS	
Project Name Nuance Comm (Dragon Medical One)	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$3,297,451	Category Software
FY 2022-2023 Cost \$649,000	
Project Description Nuance is the provider for the Dragon Medical One (DMO) and PowerScribe 360 voice recognition products utilized for provider documentation. This line item covers cost of DMO.	

Campus UABHS	
Project Name Nuance Surgical CAPD	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$3,787,099	Category
FY 2022-2023 Cost \$762,112	Software
Project Description	
<p>Potential Project Not Yet Approved.</p> <p>Nuance Surgical Computer Assisted Physician Documentation "CAPD" is a real-time, in-workflow solution that streamlines operative report and procedure note documentation to improve surgical documentation quality and reimbursement. Ongoing expense would be dependent on the number of surgical reports generated.</p>	

Campus UABHS

Project Name Nursing Optimization - Handheld devices for workflow optimization

University Unit Clinical / Financial Applications

Project (Ongoing or New) New

Year Project Started

2023

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

3 Years

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds

Project Type Implementation

Total Project Cost \$2,629,350

Category
FY 2022-2023 Cost \$876,450

Infrastructure

Project Description

New purchase of Apple devices for inpatient nurses to enable certain workflows to be completed with a handheld device and lay the foundation for future enhancements to clinical communications across the care team.

Campus UABHS

Project Name Nursing Optimization - Vocera Edge

University Unit Clinical / Financial Applications

Project (Ongoing or New) New

Year Project Started

2023

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

3 Years

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds

Project Type Implementation

Total Project Cost \$2,500,000

Category
FY 2022-2023 Cost \$800,000

Software

Project Description

New software to be utilized on the Apple devices by Nurses for improving efficiency with lab specimen collection, medication administration and simple documentation tasks. Estimated costs included while due diligence continues.

Campus UABHS	
Project Name Olive AI: Enterprise Call Centers Solution (Proof of Concept) 3 Centers	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project TBD / Proof of Concept	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type New
Total Project Cost \$2,000,000	Category
FY 2022-2023 Cost \$1,000,000	Software
Project Description AI Virtual Assistant for 3 UABHS Call Centers.	

Campus UABHS	
Project Name Oracle America	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2019	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,667,536	Category
FY 2022-2023 Cost \$889,000	Software
Project Description	
Annual Enterprise Oracle Licenses/Support/Maintenance Contract - This is usually a 3 year Contract - Renewal date of Sept 2022. An increase in new employees over the past 3 years will have an increase on the Oracle license true-ups and FY22-23 contract negotiations. A potential increase of 20% in overall license fees may be possible when the contract is renewed. Breakdown of costs \$1M for Oracle database licensing and \$726,750.00 for JAVA licensing.	

Campus UABHS	
Project Name Perimeter/Data Center Firewall Replacement	
University Unit Infrastructure	
Project (Ongoing or New) Hardware Replacement	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$1,900,000	Category Security
FY 2022-2023 Cost \$1,900,000	
Project Description The Perimeter Firewalls are part of a layered security approach using well-defined ingress/egress points for the Health System's ability to safely communicate globally. The Datacenter Firewalls are another secure layer used only to allow the specific communication needed for an application to function correctly inside the Health System Network. The existing firewalls are nearing End-of-Support. The firewall replacements can be installed parallel, allowing complete testing and validation before full implementation.	

Campus UABHS	
Project Name PF2 (HealthQuest Maintenance Renewal)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2018	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 5	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$1,554,000	Category
FY 2022-2023 Cost \$275,000	Software
Project Description	
<p>EIS (PF2) acquired several of the McKesson products and then they were acquired by Allscripts. Agreement services covered : System Care – Remote monitoring of the financial analytics and imaging systems, HealthQuest and Horizon Performance Manager, AKA Analytics and now called HBI</p>	

Campus UABHS	
Project Name ProofPoint	
University Unit Information Security	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type License Renewal
Total Project Cost \$785,872	Category
FY 2022-2023 Cost \$785,872	Security
Project Description Proofpoint is the UAB Medicine system used to secure and control inbound and outbound email. This system identifies, blocks and removes phishing and other malicious content through scanning of messages and attachments.	

Campus UABHS	
Project Name Provation GI	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2017	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 10 Years	
Stage of Project FY 2022-2023 Year 6	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$1,300,000	Category
FY 2022-2023 Cost \$110,914	Software
Project Description Provation GI allows gastrointestinal providers the ability to capture images and charges as well as creation documentation for GI procedures. Data captured can then be sent to the GI QUIC registry.	

Campus UABHS	
Project Name Revenue Cycle Replacement (HQ & IDX)	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$15,000,000	Category Software
FY 2022-2023 Cost \$ TBD	
Project Description Replacement of two aging revenue cycle systems, including scheduling, registration and patient accounting, that have been in place for the acute care hospital and ambulatory clinics to have a single integrated solution for the healthcare enterprise. Current systems have been in place for over two decades. Estimated costs have been included while due diligence is currently in process for a replacement system.	

Campus UABHS

Project Name Rhapsody Interface Engine Agreement

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started

2020

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

5 Years

Stage of Project FY 2022-2023

Year 3

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget
(O&M)

Project Type Existing Subscription

Total Project Cost \$820,000

Category
FY 2022-2023 Cost \$250,000

Infrastructure

Project Description

This platform provides levels of integration most commonly referred (but not limited) to as HL7 Interfacing by way of industry standard network/telecommunication protocols such as TCP/UDP, HTTP, HTTPS, SFTP file shares etc.

The Rhapsody Interoperability Engine provides data Transformation, Manipulation, Formatting, Lookup, Validation, Indexing, Collection and Enhancement services to systems for the purposes of integrating systems and data.

In doing so, the Engine supports or provides the data needed in the daily operations of the Health System's registration, scheduling, pharmacy, radiology, laboratory and billing functions to do business. It also makes possible or supports the Health System's participation in dozens of local, state and federal registries and Health Information Exchanges (HIE).

The Engine also allows us to take a single input and output that data in an unlimited number of formats or configurations to an unlimited number of receiving systems.

It also permits us to integrate and store data for the purposes of patient care and or billing from other healthcare related institutions outside UAB Health System giving us the ability to expand our services and market. Recent examples of this are our integrations with CEH, ADPH and Telemedicine.

Campus UABHS	
Project Name Routine Server Replacement *	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$2,250,000	Category Infrastructure
FY 2022-2023 Cost \$2,250,000	
Project Description This line item represents the routine critical infrastructure required for Server replacement	

Campus UABHS	
Project Name RSA (Token Access)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$607,667	Category
FY 2022-2023 Cost \$202,556	Security
Project Description VPN Token expense/licenses	

Campus UABHS	
Project Name Rufin/Redseal	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$500,000	Category
FY 2022-2023 Cost \$175,000	Security
Project Description Pulls network rules across all routers and firewalls to show open network ports, rules that have not been utilized, and high risk ports	

Campus UABHS

Project Name Seneca

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

Year Project Started

2022

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

2 Years

Stage of Project FY 2022-2023

Year 2

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget (O&M)

Project Type Contract Renewal

Total Project Cost \$795,222

Category
FY 2022-2023 Cost \$795,222

Staff Augmentation

Project Description

Seneca supplies HSIS with temporary resources when needed. These temporary resources help with special projects that may have a short life cycle. These temporary resources help supplement various teams in HSIS such as Networking team, Sign-On team, Desktop support team, and others.

Campus UABHS	
Project Name Sirius – Mainframe HeathQuest MDC (Lease)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 2 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$349,670	Category Infrastructure
FY 2022-2023 Cost \$87,417	
Project Description This is the Health Quest mainframe the resides in MDC for disaster purposes, and also allows us to test upgrades for better timings, and shorter downtime window for users accessing the system.	

Campus UABHS

Project Name Sirius – Spectrum/WebSphere Maintenance (HQ)

University Unit Infrastructure

Project (Ongoing or New) Ongoing

Year Project Started

2021

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget (O&M)

Project Type Existing Subscription

Total Project Cost \$992,043

Category
FY 2022-2023 Cost \$992,043

Infrastructure

Project Description

IBM WebSphere distributes data with java programs to Cerner application nodes, and other systems for data to be rendered to providers, and clinicians on a daily basis. IBM Spectrum Protect is a tool used for backing up the data for disaster purposes.

Campus UABHS	
Project Name SoftTek	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$600,000	Category Infrastructure
FY 2022-2023 Cost \$199,000	
Project Description Softtek is a product/tool that we use to monitor Cerner production systems, and non-production systems. We also use this product for alerting for Cerner related issues. We pay softtek yearly with a 3 year contract.	

Campus UABHS	
Project Name Splunk	
University Unit Information Security	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 4	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type License Renewal
Total Project Cost \$2,000,000	Category
FY 2022-2023 Cost \$500,000	Security
Project Description Splunk is the SEIM (security event information monitoring) system that aggregates, correlates and alerts to incidents. This systems collects the event and security logs for systems, servers and applications and presents them via reports and dashboards.	

Campus UABHS	
Project Name Storage Growth *	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$2,500,000	Category
FY 2022-2023 Cost \$2,500,000	Infrastructure
Project Description This line item represents the routine critical infrastructure required for storage growth replacement	

Campus UABHS

Project Name Tek Systems

University Unit Technical and Professional Services

Project (Ongoing or New) Ongoing

Year Project Started

2022

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Annual Budget
(O&M)

Project Type Contract Renewal

Total Project Cost \$640,000

Category
FY 2022-2023 Cost \$100,000

Staff Augmentation

Project Description

TekSystem is a IT resource vendor for supplemental staffing. Currently being used for VoIP project expansion and implementation.

Campus UABHS	
Project Name Tele ICU - Outreach	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type New
Total Project Cost \$2,643,179	Category
FY 2022-2023 Cost \$1,732,280	E-Learning/Telemed
Project Description Expansion of our TeleICU program to include alliance, managed, and strategic facilities within the State of Alabama.	

Campus UABHS	
Project Name Tele ICU UAB Expansion - ICU/Intermediate care units	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type New
Total Project Cost \$1,401,394	Category E-Learning/Telemed
FY 2022-2023 Cost \$875,420	
Project Description Expansion of the TeleICU program at UAB to intermedite care units such as ICVU and ED ICU Boarders.	

Campus UABHS	
Project Name TeleAcute - UAB Expansion P9, S5S	
University Unit Projects	
Project (Ongoing or New) New	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project FY21-26 5 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Ongoing
Total Project Cost \$950,000	Category
FY 2022-2023 Cost \$650,000	E-Learning/Telemed
Project Description Expansion of our TeleAcute nursing program to include P9 and S5S units. This includes the installion costs , additional AV equipment, and 5 years of maintenance.	

Campus UABHS	
Project Name Telligence/Unite Nurse Call	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 1 Year	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$265,420	Category
FY 2022-2023 Cost \$265,240	E-Learning/Telemed
Project Description Annual Nurse Call Support and Maintenance	

Campus UABHS

Project Name TransformativeMed (Core Work Manager)

University Unit Clinical / Financial Applications

Project (Ongoing or New) Ongoing

Year Project Started

2019

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

3 Years

Stage of Project FY 2022-2023

Year 3

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds

Project Type Existing Subscription

Total Project Cost \$716,680

Category
FY 2022-2023 Cost \$250,640

Software

Project Description

CORES software by Transformative Med provides dashboards that help organize data within Cerner for clinician review and aids in the tracking of outstanding tasks for handoff communication between covering providers.

Campus UABHS	
Project Name TW Security	
University Unit Technical and Professional Services	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$450,000	Category Security
FY 2022-2023 Cost \$150,000	
Project Description TW Security performs application risk assessments, meaningful use assessments, audits of certain functions with affiliates and similar. It is work that cannot be accommodated by our Risk team in a reasonable timeframe to support the onboarding and operation of applications within the UAB Medicine environment--they also perform the 3 year HIPPA assessment	

Campus UABHS	
Project Name UpToDate (Woulters-Kluwer) - Health System	
University Unit Clinical / Financial Applications	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Existing Subscription
Total Project Cost \$2,865,948	Category Software
FY 2022-2023 Cost \$670,872	
Project Description UpToDate enables access to updated evidence-based reference content to clinicians to support their care of UAB patients in all treatment venues and also helps support UAB's educational mission.	

Campus UABHS	
Project Name Varonis	
University Unit Information Security	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 4 Year	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type License Renewal
Total Project Cost \$914,922	Category
FY 2022-2023 Cost \$228,730	Security
Project Description Varonis is a data identification and classification tool used to identify unstructured sensitive data in an organization.	

Campus UABHS	
Project Name VMWare (Renewed May FY23)	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2020	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 3	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$4,646,533	Category
FY 2022-2023 Cost \$2,000,000	Infrastructure
Project Description	
<p>VMware provides enterprise compute virtualization, which allows UAB HSIS to better leverage and manage infrastructure compute infrastructure in terms of management, support, deployment, patching, upgrading, security and disaster preparedness. It enables UAB HSIS to lower the total cost of ownership through greater utilization of IT compute resources and the reduction in total support resources required to support the environment over that of non-virtualized environments. This is a hospital-wide, long-term contract that was negotiated at a steep discount. The VMware platform underpins our entire virtual server environment, consisting of ~4,000 virtual servers. All virtualized applications within our environment run on VMware, including UAB Hospital's Cerner, non-Cerner, and Citrix infrastructure.</p> <p>DESCRIPTION</p> <p>VMware is a virtualization and cloud computing infrastructure software platform. With VMware server virtualization, a hypervisor is installed on the physical server to allow for multiple virtual machines (VMs) to run on the same physical server.</p>	

Campus UABHS	
Project Name Vocera	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2021	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 2 Years	
Stage of Project FY 2022-2023 Year 2	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$1,000,000	Category
FY 2022-2023 Cost \$465,214	Infrastructure
Project Description	
<p>UAB Medicine subscribes to two Vocera solutions, Vocera Badge and Vocera Collaboration Suite. The Vocera badge is a wearable communication device allowing hands-free communication between caregivers as well as direct integration with our Nurse Call solution. The integration between Vocera and Nurse Call allows the patient to directly communicate with their nurse. Vocera badges also receive real time alerts from physiological devices allowing staff to remotely monitor a patient's health. In addition to the badges, UAB Medicine has chosen the Vocera Collaboration Suite (VCS) as its platform for secure texting. VCS is designed to replace physical pagers and leverage the conveyance and functionality of a smartphone to receive important alerts and text messages. Just like the Vocera badge, VCS can receive critical information from our EMR and physiological monitors in a secured manner.</p>	

Campus UABHS**Project Name** VoIP System Rebuild (Server Replacement)**University Unit** Telecommunications**Project** (Ongoing or New) New**Year Project Started**

2023

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama.

Length of Project

1 Year

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds**Project Type** Hardware Replacement**Total Project Cost** \$400,000**Category****FY 2022-2023 Cost** \$400,000

Infrastructure

Project Description

The servers that host our Telephone System (Cisco Unified Call Manager), Voicemail System (Cisco Unity Connection), Call Center Systems (Cisco Unified Contact Center Express), etc. (Cisco Jabber/IM&P, Eleveo Applications) are going End of Life/End of Support. In order to maintain operations, we must routinely replace the servers these applications reside. We are approaching that time again to replace our hardware in order to keep those systems running and secure with the appropriate security patches and software releases as they are developed.

Campus UABHS	
Project Name WOW Cart Replacement Project	
University Unit Infrastructure	
Project (Ongoing or New) New	
Year Project Started 2023	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Hardware Replacement
Total Project Cost \$4,000,000	Category Infrastructure
FY 2022-2023 Cost \$1,333,333	
Project Description Replacement of 1,000 Mobile Nurse Carts - Year one of a three year rollout. \$1,333,333.00 per year.	

Campus UABHS	
Project Name Zero Trust	
University Unit Information Security	
Project (Ongoing or New) New	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Hospital Plant Funds	Project Type Implementation
Total Project Cost \$900,000	Category
FY 2022-2023 Cost \$300,000	Security
Project Description Segments all workstations to prevent lateral movement across the network. Prevents workstations from communicating each other and propagating malware	

Campus UABHS	
Project Name ZOOM/Eleveo International	
University Unit Infrastructure	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value The purpose of improving the lives and health of the citizens of the State of Alabama.
Length of Project 5 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Aligns with UAB Medicine Pillar Goal
Funding Source Annual Budget (O&M)	Project Type Existing Subscription
Total Project Cost \$400,000	Category
FY 2022-2023 Cost \$80,000	Software
Project Description Call Recording/Screen Recording/Scorecarding systems integrated with various Call Centers utilized for Agent Training and Quality Improvement. In order to keep those systems supported we must maintain the appropriate Licenses and Maintenance Service contracts in place with the distributor/vendor.	

Campus UABHS**Project Name** Zscaler Transformation Suite (DLP, CASB, Expanded Web Filtering, additional tools)**University Unit** Information Security**Project** (Ongoing or New) New**Year Project Started**

2022

UA System Core Value

The purpose of improving the lives and health of the citizens of the State of Alabama

Length of Project

3 Years

Stage of Project FY 2022-2023

Year 1

Campus Strategic Directions

Aligns with UAB Medicine Pillar Goal

Funding Source Hospital Plant Funds**Project Type** Implementation**Total Project Cost** \$800,000**Category****FY 2022-2023 Cost** \$275,000

Security

Project Description

Zscaler is the health system web content filter. It manages and protects all internet traffic that flows in and out of the health system network. This expands the capability to Cloud Access Security Broker "CASB" or the scanning and filtering of webmail traffic, Data Loss Prevention through the web and webmail, website traffic DLP and more



Annual Information Technology Plan 2022-2023

Annual Information Technology Budget Plan FY 2022-2023

Campus UAH	
Project Name Banner ERP	
University Unit Office of Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started 2022	UA System Core Value Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project 3 Years	
Stage of Project FY 2022-2023 Year 1	Campus Strategic Directions Develop and maintain reliable information systems that support institutional effectiveness and the need for increasingly sophisticated business and predictive academic analytics.
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$2,094,710	Category Software
FY 2022-2023 Cost \$492,294	
Project Description	
Renewal of the Banner ERP Contract which is expires 9/2022. Cost is estimated. Estimated cost this year is \$492,294 and assumes a 5% escalation for each of the next two years.	

Annual Information Technology Budget Plan FY 2022-2023

Campus UAH	
Project Name Crowdstrike	
University Unit Office of Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
2021	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
3 Years	
Stage of Project FY 2022-2023	Campus Strategic Directions
Year 2	Ensure the security of UAH's enterprise data, research data, IT-enabled intellectual property and IT infrastructure.
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$873,243	Category
FY 2022-2023 Cost \$277,000	Security
Project Description	
Purchase of Crowdstrike End Point Threat Detection application. First year cost is \$277,000 for Crowdstrike and Spotlight. Cost for year 2 and 3 is estimated at a 5% escalation for each of the two years.	

Annual Information Technology Budget Plan FY 2022-2023

Campus UAH	
Project Name Storage	
University Unit Office of Information Technology	
Project (Ongoing or New) Ongoing	
Year Project Started	UA System Core Value
2020	Be accountable for every dollar we receive while maintaining the highest standards of excellence in every program and endeavor.
Length of Project	
3 Years	
Stage of Project FY 2022-2023	Campus Strategic Directions
Year 2	Promote scholarship, research competitiveness, and business continuity through the provision of a modern, flexible, and secure cyberinfrastructure.
Funding Source Annual Budget (O&M)	Project Type Contract Renewal
Total Project Cost \$885,981	Category
FY 2022-2023 Cost \$295,327	Infrastructure
Project Description	
<p>This project will replace our current Storage Area Network (SAN) with a Platform-as-a-service (PaaS) Solution. This will allow UAH to replace aging and end of life equipment as well as allow us to monitor usage of storage. PaaS will allow us to procure storage and the associated funding only in the increments we need. UAH has acquired 260TiB for the data center on campus as well as 260TiB for the disaster recovery site in Atlanta.</p>	

406. Contracts on Behalf of the Board**I. Authority to Contract and Revisions of Authority**

- A. The Board must designate by Resolution those persons who are authorized to enter into a contract on behalf of the Board. These Resolutions should specify that only those persons named in the most current resolution for each division of the University of Alabama System -can execute a contract on behalf of the Board.
- B. The applicable Resolution for each division of The University of Alabama System should be revised in its entirety when any change is made, so that the most current resolution listing those persons who have been authorized to enter into contracts on behalf of the Board can be readily verified by the Secretary to the Board.

For purposes of this Rule, the term “contract” includes any agreement involving the expenditure of System, campus, or Hospital funds, whether termed an agreement, purchase order, or otherwise.

II. Contracts Benefiting Senior Administrators

Contracts originated by senior administrators,¹ and that may be perceived to benefit that senior administrator, shall be subject to an internal counter-signature process. The second signature should be from someone of sufficient authority, typically of equal or greater authority. For contracts originated by the President, the counter- signature shall come from the Chancellor. For contracts originated by the Chancellor, the counter-signature shall come from the President Pro Tem of the Board.

III. Conflicts of Interest

- A. All authorized signatories of the Board shall participate in the electronic disclosure process required by Board Rule 106.
- B. Regardless of whether an individual is specifically required to participate in the Board’s electronic disclosure process, all persons authorized to sign contracts on behalf of the Board, campuses, Health System, Hospital, or any other related organization must disclose any conflicts of interest in any contract subject to their approval or signature in accordance with Board Rule 106 and 106.2, and have said contract approved by a senior administrator of equal or greater authority before the same is binding.

¹ Senior administrators are defined by Board Rule 106 as follows: “Senior administrators, for purposes of this Rule, are defined to be the Chancellor, other Board officers and Vice Chancellors of The University of Alabama System, the Presidents and Vice Presidents of each campus and any others so designated in writing by the Chancellor.”

IV. Vendor Disclosure Form

Contracts with the Board shall include a "Vendor Disclosure Form" approved by the Office of Counsel. Such forms shall require disclosure by the proposed vendor of any known conflicts of interest on the part of any University officials involved in the contract or benefitting from the contract. Exceptions to this requirement shall be approved by the Office of Counsel.

V. Contracts Requiring Board Approval

A. Except as otherwise exempted below, the following contracts must be approved by the Board before the same are binding and effective:

- i. All contracts for goods or services, or both, involving an expenditure of \$1,000,000 or more for the term of the contract (including all option, renewal or extension periods) that were not procured through a competitive process; and
- ii. All consulting or professional services contracts involving an expenditure of \$250,000 or more for the term of the contract (including all option, renewal or extension periods), regardless of whether the contracts were procured through a competitive process.

B. The following contracts are exempt from this requirement:

- i. Contracts that are otherwise required to be approved by the Board, such as construction and information technology contracts;
- ii. Contracts that are otherwise required to be approved by the UAB Health System Board;
- iii. Contracts subject to and approved pursuant to the Heightened Review Process described below;
- iv. Contracts with ~~publically~~publicly regulated utilities;
- v. Sponsored research grants and contracts, including associated subcontracts;
- vi. Contracts with related organizations that have an existing affiliation or joint operating agreement with the Board, or are otherwise incorporated as a university healthcare authority authorized by the Board.

VI. Heightened Review of Certain Contracts

The Heightened Review Process provides for the System-level review and approval of certain contracts in lieu of Board approval. Contracts subject to and approved by this process must be approved by the Chancellor, or his or her designee, before the same are binding and effective. Contracts described in paragraph V.A. above, and not otherwise exempted pursuant to paragraph V.B., are eligible for review and approval through the Heightened Review Process if they also involve:

- A. Circumstances of unusual and compelling urgency (as determined by the Chancellor and Sr. Vice Chancellor for Finance and Administration, after consultation with the President pro tempore, Chair of the Finance Committee, Chair of the Legal Affairs Committee, as well as the Chair(s) of any Committee(s) to which the subject contract relates);
- B. Goods or services, or both, in support of or relating to University Hospital; or
- C. Direct provision of liability or property insurance, or compensation and welfare benefits to employees of the System office or employees or students of the campuses of the UA System, including contracts for the provision of life, disability, health (including student health plans), dental or vision insurance, or retirement, deferred compensation or other arrangement for supplemental benefits or pay not otherwise covered by Board Rule 302.

The System Office shall maintain a form for such submissions and approvals, and will provide the Board quarterly reports of contracts approved through the Heightened Review Process.

VII. ~~Quarterly Reports of~~ Competitively Awarded Goods or Services Contracts ~~Over \$1 Million~~

A. In connection with any procurement subject to Article 5 of Chapter 4 of Title 41, Code of Alabama, an expenditure of \$75,000 or more must be awarded by competitive sealed bid unless otherwise authorized by law.

B. All campus or Hospital contracts for goods or services, or both, procured through a competitive process and involving an expenditure of funds of \$1,000,000 or more for the term of the contract (including all option, renewal or extension periods) shall be reported quarterly to the Finance Committee in a format with sufficient detail for effective review. Contracts that are subject to approval or have been previously approved by the Board may be excluded from the report.

VIII. Information Technology Contracts

- A. Annual campus information technology plans shall be reviewed and approved by the Board. Contracts specifically included in the approved plans will not require separate Board approval unless the terms of the contract change after the plan is approved by the Board. Any renewals or extensions of existing contracts must be included in these plans.

B. Notwithstanding the requirements for equipment and facilities projects governed by Board Rule 415, Board approval is required for all information technology contracts (and any extensions, renewals, upgrades and expansions to existing technology contracts) that exceed \$750,000 in individual expenditures in a fiscal year, regardless of the source of funds, and which have not been included in a Board-approved technology plan. Information technology contracts approved pursuant to this rule shall be implemented in accord with established Board procedures.

C. The Chancellor and the Sr. Vice Chancellor for Finance and Administration shall review information technology plans and associated contracts and may make recommendations to the Finance Committee regarding such plans and associated contracts.

(Adopted April 21, 1995 as Rule 422; amended September 15, 1995; amended and renumbered December 5, 1997; amended April 6, 2018; amended June 7, 2019; amended April 9, 2020; amended June 10, 2022)

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- ii. Contracts that are otherwise required to be approved by the UAB Health System Board;
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- A. Circumstances of unusual and compelling urgency (as determined by the Chancellor and Sr. Vice Chancellor for Finance and Administration, after consultation with the President pro tempore, Chair of the Finance Committee, Chair of the Legal Affairs Committee, as well as the Chair(s) of any Committee(s) to which the subject contract relates);
- B. Goods or services, or both, in support of or relating to University Hospital; or
- C. Direct provision of liability or property insurance, or compensation and welfare benefits to employees of the System office or employees or students of the campuses of the UA System, including contracts for the provision of life, disability, health (including student health plans), dental or vision insurance, or retirement, deferred compensation or other arrangement for supplemental benefits or pay not otherwise covered by Board Rule 302.

The System Office shall maintain a form for such submissions and approvals, and will provide the Board quarterly reports of contracts approved through the Heightened Review Process.

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- A. In connection with any procurement subject to Article 5 of Chapter 4 of Title 41, Code of Alabama, an expenditure of \$75,000 or more must be awarded by competitive sealed bid unless otherwise authorized by law.
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- B. Notwithstanding the requirements for equipment and facilities projects governed by Board Rule 415, Board approval is required for all information technology contracts (and any extensions, renewals, upgrades and expansions to existing technology contracts) that exceed \$750,000 in individual expenditures in a fiscal year, regardless of the source of funds, and which have not been included in a Board-approved technology plan. Information technology contracts approved pursuant to this rule shall be implemented in accord with established Board procedures.
- C. The Chancellor and the Sr. Vice Chancellor for Finance and Administration shall review information technology plans and associated contracts and may make recommendations to the Finance Committee regarding such plans and associated contracts.

(Adopted April 21, 1995 as Rule 422; amended September 15, 1995; amended and renumbered December 5, 1997; amended April 6, 2018; amended June 7, 2019; amended April 9, 2020; amended June 10, 2022)

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

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

CAMPUS: The University of Alabama

PROJECT NAME: Disposition of Alston Property, Tuscaloosa Alabama

MEETING DATE: June 9-10, 2022

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

Prepared by: Charlotte Park

Approved by:

Tim Leopard


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

May 4, 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 which provide information regarding disposition of the Alston property in Tuscaloosa County, Alabama.

Please place this item on the agenda for the Physical Properties Committee meeting of the June 9-10, 2022 Board of Trustees meeting, and contact us if you have questions or need additional information.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE DISPOSITION
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: June 9-10, 2022**

CAMPUS: University of Alabama

PROJECT NAME: Disposition of Alston Property in Tuscaloosa County, Alabama

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

Date: 1982 Value: \$580,000

PROJECT LOCATION: Alston Property Tuscaloosa County, Alabama

LEGAL DESCRIPTION: See attached Exhibit A

ACREAGE: 280 acres more or less

IMPROVEMENTS: None

SALE PRICE: \$1,000,000

APPRAISAL VALUE: \$580,000

DATE: February 9, 2022

LICENSED APPRAISER: Rusty Rich, MAI, MRICS

PURCHASER: Jones Properties, LLC

JUSTIFICATION FOR DISPOSAL OF PROPERTY: The projected long-term income from the property does not support holding the property versus income potential from investing the sales proceeds. In accordance with the terms of the original gift, the proceeds will be used to support the long-term facility renewal needs of Mary Hewell Alston Hall. Based upon highest and best use standards and practices, it is determined the sale of this Property is economically justified and in the best interest of The University of Alabama and the State of Alabama.

Executive Summary
Real Estate Disposition
Board of Trustees Submittal
Meeting Date: June 9-10, 2022

DISPOSAL METHOD:

- ☐ Sealed Bid
- ☐ Auction
- ☒ Licensed Agent

Hamner Real Estate, LLC listed the Property on the Multiple Listing Service on February 23, 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 ALSTON PROPERTY, TUSCALOOSA, ALABAMA

LOCATION MAP



SITE MAP



REAL ESTATE SALES AGREEMENT

AGREEMENT, made as of the 29th day of March, 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 Jones Properties, LLC, an Alabama limited liability company doing business in Tuscaloosa County, Alabama (collectively "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of a 280 acre tract of land located in Tuscaloosa County, Alabama, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (collectively, the "Property"); and

WHEREAS, Seller desires to sell, transfer and convey to Purchaser, and Purchaser desires 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 one million dollars (\$1,000,000.00) 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 Quit Claim Deed, on the Closing Date (as defined in Section 10). 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, personal property, equipment, fixtures, improvements and other benefits relating to or appurtenant to the Property, as well as all and any 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.

Purchaser acknowledges and agrees that this conveyance is made subject to any and all existing deeds, contracts, leases, easements, right-of-way agreements, pooling agreements, royalty interests, or other similar instruments or agreements, including assignments of such instruments or agreements, on or affecting all or any portion of the Property, which may include, but shall not be limited to, that certain Royalty Deed conveyed by First Alabama Bank/Tuscaloosa as Executor of the Last Will and Testament of Robert Nabors Alston, deceased, and as Trustee under the Robert Nabors Alston Revocable Trust (hereinafter "First Alabama Bank/Tuscaloosa") to C. T. Carden on or about December 19, 1990, recorded in the Tuscaloosa County Probate Records at Deed Book 1076, Page 519 on December 31, 1990, that certain Right of Way Agreement conveyed by First Alabama Bank/Tuscaloosa to Taurus Exploration, Inc. on or about September 28, 1990, recorded in the Tuscaloosa County Probate Records at Deed Book 1072, Page 681 on November 20, 1990, that certain Oil, Gas and Mineral Lease conveyed by First Alabama Bank/Tuscaloosa to Taurus Exploration, Inc. on or about June 29, 1990, recorded in the Tuscaloosa County Probate Records at Deed Book 1065, Page 170 on September 25, 1990, and that certain Oil, Gas and Mineral Lease conveyed by First Alabama Bank/Tuscaloosa to Taurus Exploration, Inc. on or about June 29, 1990, recorded in the Tuscaloosa County Probate Records at Deed Book 1065, Page 173 on September 25, 1990, and all subsequent assignments or other instruments or agreements made pursuant to the rights that may have been granted thereunder.

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) ad valorem taxes with respect to the Property, that will become a lien against the Property as of October 1, 2022 which 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 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 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 or if Purchaser discovers matters not of record which materially affect the marketability or insurability of title to the Property, 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 right, 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 expiration or 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.

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 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 Quit Claim 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.

The Cash Purchase Price (the "Purchase Price") for the Property shall be one million dollars (\$1,000,000.00), as adjusted pursuant to Section 13 hereof, payable as herein provided.

(a) Purchaser shall deliver to Hamner Real Estate, LLC. an Earnest Money Deposit in the amount of \$2,500.00 within three (3) business days of execution of this agreement. The Earnest Money Deposit will be credited towards the Purchase Price at Closing or will be forfeited to the Seller if Purchaser fails to close in default of this Agreement.

(b) Purchaser shall pay or cause to be paid at Closing to Seller the Cash 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. Purchaser 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 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 the 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 approval by The Board of Trustees of the University of Alabama., In the event the Closing shall not have occurred during this time period then 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. 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 by reason of such taking theretofore received by Seller, 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 Hamner Real Estate, LLC ("Hamner") 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 Hamner. Purchaser hereby represents and warrants to Seller that, other than Pritchett Moore Real Estate, LLC ("Pritchett Moore"), Purchaser has not engaged or employed any 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 shall survive the Closing. The provisions of this Section 12 shall survive the Closing.

13. Adjustments.

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

(a) 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, the Earnest Money shall be paid to Seller at its option if Seller agrees to cancellation of this Agreement.

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.

If 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

If to Purchaser:

Jones Properties, LLC
c/o Pat Jones
11140 Robinson Rd
Cottondale, AL 35453

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 the 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. Any claim against Seller must be made through the Alabama State Board of Adjustment. Alabama

law, without regard to its conflicts of law provisions, shall exclusively apply to the Agreement, Exhibits, questions of immunity related to Seller, and any disputes between the parties. Any provisions of the Agreement which may be considered a consent to suit or a waiver of immunity by Seller is 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 both parties.

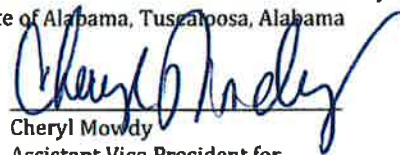
(f) If any provision hereof shall be determined or declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

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:

JONES PROPERTIES, LLC

By



Pat A. Jones
Principal

STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

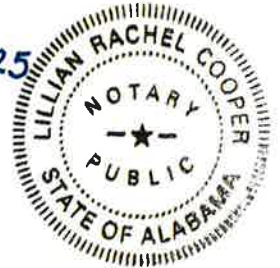
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Cheryl Mowdy, whose name as Assistant Vice President for Finance & Operations, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the 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 29th day of March, 2022.

Lillian Rachel Cooper

NOTARY PUBLIC

My Commission Expires: 7-15-2025



STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Pat A. Jones, whose name as Principal 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 29th day of March, 2022.

Darlene Black Dailey

NOTARY PUBLIC

My Commission Expires:



Exhibit A

Legal Description

Northwest Quarter (NW $\frac{1}{4}$) of Section 18, Township 21, Range 8; East half of Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) and Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 13, Township 21, Range 9; containing two hundred eighty (280) acres, more or less; all in Tuscaloosa County, Alabama.

Integra Realty Resources
Birmingham

Appraisal of Real Property

Alston Tract at Hurricane Creek
Vacant Land
South of Highway 216
Peterson, Tuscaloosa County, Alabama 35478

Prepared For:
University Lands and Real Estate Services - The University of Alabama

Date of the Report:
February 9, 2022

Report Format:
Appraisal Report

IRR - Birmingham
File Number: 173-2022-0071





Alston Tract at Hurricane Creek
South of Highway 216
Peterson, Alabama



February 9, 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
 Alston Tract at Hurricane Creek
 South of Highway 216
 Peterson, Tuscaloosa County, Alabama 35478
 IRR - Birmingham File No. 173-2022-0071

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 located south of Highway 216 (no deeded access) in Tuscaloosa County, AL. The land contains an area of 290.00± acres or 12,632,400 square feet. The land is irregular in shape with a hilly topography. Hurricane Creek traverses through the property. The property has no zoning restrictions within unincorporated Tuscaloosa County.

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	February 7, 2022	\$580,000

Our market value conclusion includes the underlying/bare land and timber. We adjusted the comparables (as necessary) to account for timber. The client estimated the timber value to be \$229,639 (\$792/acre), which puts \$350,361 (\$1,208/acre) in the underlying/bare land.

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.

None.

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.

Mr. Rob Cooper
University Lands and Real Estate Services - The University of Alabama
February 9, 2022
Page 3

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 June 9-10, 2022

This is to certify that the purchase offer(s) below were received in the Office of University Lands and Real Estate Services for the disposition of the Alston 280-acre Tract in Tuscaloosa County, Alabama.

<u>Name</u>	<u>Offer</u>
Jones Properties, LLC	\$1,000,000
Pat A. Jones	\$ 2,500 earnest money

University Lands and Real Estate Services

Proceeds Calculation

Disposition of Alston Property

Tuscaloosa County, Alabama

Sales Price	\$1,000,000
<u>Estimated Expenses</u>	<u>\$ 5,000*</u>
Total Proceeds	\$ 995,000

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

Checklist for Sale or Lease of Campus Real Property¹
Disposition of Alston Property
One tract totaling 280 acres in Tuscaloosa County, Alabama

1. ☒ Property Sale
☐ Property lease
☐ Timber sale
☐ Mineral lease
2. ☒ Appraised value is \$580,000
3. ☒ Licensed Appraiser
Rusty Rich, MIA, MRICS
Integra Realty Resources
4. ☒ a. Sale/lease handled through a licensed real estate broker and published by broker in accordance with customary practices.

☐ 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.

DocuSigned by: ☐ Date ratified by The Board of Trustees:

Rob Cooper

May-03-2022

A97BB9E5A53A435

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 Alston Property
Tuscaloosa County, Alabama

The tract totaling 280 acres, located on Highway 216 in Peterson, AL, has generated various forms of revenue throughout the ownership including income from coalbed methane royalties and limited timber operations. The projected future income from these operations will be greatly diminished due to depletion of the existing reserves and therefore the income potential from investing the sales proceeds provides a more appropriate return.

The appraised value of this property was assessed at \$580,000. An offer of \$1,000,000 from an adjacent landowner was received which allows the University and Culverhouse College of Business an opportunity to support the long-term facility renewal needs of Mary Hewell Alston Hall in accordance with the terms and intent of the original gift.

The subject Property was appraised and listed with a licensed real estate broker to increase returns for The University of Alabama. Based upon industry highest and best use standards, it is determined that the sale of this Property is economically justified and in the best interest of The University of Alabama and the State of Alabama.

DocuSigned by:

A97B89E5A53A435...

Rob Cooper
Designated Campus Agent

5-3-22
Date

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

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

CAMPUS: The University of Alabama



PROJECT NAME: Disposition of Hueytown Tracts, Jefferson County, Alabama

MEETING DATE: June 9-10, 2022

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

Prepared by: Stacy Perry

Approved by:

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

May 10, 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 consideration by the Board of Trustees at its June 10, 2022 meeting the following resolution:

- Board Action Item – Disposition of Hueytown Tracts, Jefferson County, Alabama

Please contact us if you have questions or need additional information.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE DISPOSITION
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: JUNE 9-10, 2022**

CAMPUS: University of Alabama

PROJECT NAME: Disposition of Hueytown Tracts
Jefferson County, Alabama

**ORIGINAL
ACQUISITION
DATA:**

☐ Gift
☐ Purchase
☒ Other (U. S. Federal Endowment)

Date: Late 1880's Value: \$3,500,000

**PROJECT
LOCATION:** Hueytown Tracts, Jefferson County, Alabama

LEGAL DESCRIPTION: See attached Exhibit A

ACREAGE: 840 more or less

IMPROVEMENTS: None

SALE PRICE: \$3,800,000

APPRAISAL VALUE: \$3,500,000

DATE: December 30, 2021

LICENSED APPRAISER: T. Mandell Tillman, MAI, AI-GRS

PURCHASER: The City of Hueytown

**JUSTIFICATION
FOR DISPOSAL
OF PROPERTY:**

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 The City of Hueytown is economically justified and in the best interest of The University of Alabama and the State of Alabama.

The University will retain mineral and groundwater rights.

Executive Summary
Real Estate Disposition
Board of Trustees Submittal
Meeting Date: June 9-10, 2022

DISPOSAL METHOD:

- ☐ Sealed Bid
- ☐ Auction
- ☐ Licensed Agent
- ☒ Negotiated Sale

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 HUEYTOWN TRACTS

LOCATION MAP



DISPOSITION OF HUEYTOWN TRACTS

SITE MAP



REAL ESTATE SALES AGREEMENT

AGREEMENT, made as of the ____ day of _____, 2022, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and constitutional Instrumentality of the State of Alabama, by and through the University of Alabama, Tuscaloosa, Alabama ("Seller"), and The City of Hueytown, a Municipal Corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of a 840 acre tract of land located in Jefferson County, Alabama, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein (the "Property"); and

WHEREAS, Seller, a public corporation and constitutional instrumentality of the State of Alabama, desires to sell, transfer and convey to Purchaser; and

WHEREAS, Purchaser, a municipal governing body, desires 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 Eight Hundred Thousand Dollars (\$3,800,000.00) 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). The Property shall be conveyed to Purchaser less and except any and all mineral rights, 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 and other benefits relating to or appurtenant to the Property, as well as all and any 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:

[Type here]

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 ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA }
____ COUNTY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Steve Ware, whose name as Mayor of The City of Hueytown 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 ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

[Type here]

(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) ad valorem taxes with respect to the Property, that will become a lien against the Property as of October 1, 2022 which 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 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 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 expiration or 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.

[Type here]

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. Sale Subject to Requirements of Section 9-15-82, Code of Alabama 1975.

The real estate transaction contemplated by this Agreement is subject to the requirements set forth in Section 9-15-82, Code of Alabama 1975, including without limitation, the condition that the Purchaser shall not resell or otherwise transfer the Property in whole or in part to any private person, firm, or corporation within three (3) years of the Closing of the transaction contemplated hereby, unless the Purchaser complies with the requirements set forth in Article 3 of Chapter 15 of Title 9, Code of Alabama 1975, relating to the Sale of Certain Real Property by the State. If the Property is sold within three (3) years of the Closing, the Seller shall have the right, but shall not be obligated, to repurchase the Property at the Purchase Price received by the Seller hereunder.

6. 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.

[Type here]

(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).

7. 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, including but not limited to approval by the Hueytown City Council.

8. 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.

[Type here]

(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.

9. 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 12 hereof, in accordance with the provisions of Section 9.

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

(c) Purchaser shall deliver to Seller a certificate certifying (and setting forth) a resolution from the Hueytown City Council authorizing the transaction contemplated by this Agreement.

10. Purchase Price.

The Cash Purchase Price (the "Purchase Price") for the Property shall be Three Million Eight Hundred Dollars (\$3,800,000.00), as adjusted pursuant to Section 12 hereof, payable as herein provided.

(a) Purchaser shall pay or cause to be paid at Closing to Seller the Cash 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 and the premium of the title insurance policy to be issued to Purchaser by Capitol Park Title (or the title insurance commitment cancellation fee in the event this Agreement is terminated), and proration of the ad valorem taxes. Each Party shall pay its own counsel fees.

11. 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 Waldrep, Stewart & Kendrick, LLP within ten (10) days following approval by The Board of Trustees of the University of Alabama or no later than September 1, 2022. In the event the Closing shall not have occurred during this time period then either Party may at any time thereafter give notice to the other terminating this Agreement, in which event the following provisions shall apply.

[Type here]

(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 13 shall apply.

12. 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.

13. Adjustments.

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

(a) 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, the Earnest Money shall be paid to Seller at its option if Seller agrees to cancellation of this Agreement.~~

15. Notices.

[Type here]

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:

Steve Ware, Mayor
The City of Hueytown
1318 Hueytown Road
Hueytown, Alabama 35203

Kevin Fouts, City Clerk & Treasurer
The City of Hueytown
1318 Hueytown Road
Hueytown, Alabama 35203

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

Charlie D. Waldrep, Esquire
Waldrep, Stewart & Kendrick, LLP
2850 19th Street South
Suite 370
Homewood, Alabama 35209

16. **As Is Sale.**

[Type here]

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 the 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 the Agreement, Exhibits, 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 not barred by immunity or required to be made through the Alabama State Board of Adjustment shall lie in the Circuit Court of Tuscaloosa County or the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa). Any provisions of the Agreement which may be considered a consent to suit or a waiver of immunity by Seller is 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 both Parties.

[Type here]

(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.

[Type here]

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:

THE CITY OF HUEYTOWN,
a municipal corporation

By

Steve Ware
Mayor

APPROVED:

Governor, State of Alabama

[Type here]

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 ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA }

COUNTY }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Steve Ware, whose name as Mayor of The City of Hueytown 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 ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

[Type here]

LEGAL DESCRIPTION

SOURCE OF TITLE REFERENCE: ACT OF APRIL 23, 1884, ENTITLED "AN ACT TO INCREASE THE ENDOWMENT OF THE UNIVERSITY OF ALABAMA FROM THE PUBLIC LANDS, IN SAID STATE" DESCRIPTIONS OF WHICH ARE RECORDED IN DEED BOOK 96 PAGE 61 OF THE PROBATE OFFICE OF THE TUSCALOOSA COUNTY COURTHOUSE, STATE OF ALABAMA.

STATE OF ALABAMA

JEFFERSON COUNTY

THE NORTHEAST QUARTER, THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 5 WEST, ALL LYING IN JEFFERSON COUNTY, STATE OF ALABAMA. BEING 480 ACRES MORE OR LESS.

THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 5 WEST, ALL LYING IN JEFFERSON COUNTY, STATE OF ALABAMA. BEING 240 ACRES MORE OR LESS

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 5 WEST, ALL LYING IN JEFFERSON COUNTY, STATE OF ALABAMA. BEING 120 ACRES MORE OR LESS.

LESS AND EXCEPT, ANY CITY, COUNTY, OR STATE PUBLIC RIGHTS-OF-WAY, RUNNING OVER, ACROSS, THROUGH SAID PROPERTIES

SUBJECT TO ANY EASEMENTS AND/OR COVENANTS, KNOWN OR UNKNOWN, RUNNING WITH SAID PROPERTIES

LESS AND EXCEPT MINERAL RIGHTS.



Appraisal Review Report

Subject Property:

**840± Acres
University Land Hueytown**

Prepared for:

**Robert Rosenberg, Esq.
City of Hueytown
And**

**Rob Cooper, Executive Director
University Lands and Real Estate Services
The University of Alabama**

Prepared by:

**T. Mandell Tillman, MAI, AI-GRS
Tillman Consulting, LLC
404 Montgomery Street
Gadsden, AL 35901**

Date of Report:

December 30, 2021

Tillman Consulting, LLC

**404 Montgomery Street
Gadsden, AL 35901
256-504-5705**

January 10, 2022

Robert Rosenberg, Esq.
City of Hueytown
1322 Hueytown Road
Hueytown, Alabama 35023

Rob Cooper, Executive Director
University Lands & Real Estate Service – The University of Alabama
1115 14th Street
Tuscaloosa, Alabama 35401

Re: 840 Acres ±
Hueytown, AL

Gentlemen:

In accordance with your request, I have completed a review of both appraisals that are the subjects of my review report. The appraisals were completed by Melanie Housh, MAI and Rusty Rich, MAI, MRICS and furnished to me by the respective client for each appraisal report. The clients and the reviewing appraiser developed a scope of work for the initial review assignment. Before the reviewing appraiser finished the review it was determined by all parties that the scope of work should be revised as discussed in the body of the review report. It is important to understand the work scope is not an appraisal and should not be construed as same. However, if it develops that the review appraiser provides any value estimate, the review appraiser must abide by Standard Rule 1 of the Uniform Standards of Professional Appraisal Practice.

The appraisals are reviewed with the assumption the scope of work in both appraisals accurately reflects the individual clients understanding. The one important item in the appraiser's scope of work is for the appraisals to be completed on a per parcel basis. Since the tracts were to be sold as a single parcel a "Bulk Sale" value is to be provided in the appraisal reports.

The revised reviewer scope of work included an inspection of the subject tracts and the comparable sales utilized in the appraiser's reports. The inspection of the parcels included a street viewing and driving over portions of the parcels as available. The comparable sales were inspected from the street or nearest access point.

I trust you will find the attached review report is sufficient to address the review results in the context of the scope of work. It is recommended that you carefully read the "Extraordinary Assumptions" that are applicable to the conclusions provided in the review report.

If you should have any questions concerning the attached review report, please contact me accordingly.

Sincerely,

T. Mandell Tillman 

T. Mandell Tillman, MAI, AI-GRS

Summary of General Facts

Date of Appraisal Report:

Housh	October 8, 2021
Integra	September 24, 2021

Date of Value:

Housh	September 29, 2021
Integra:	September 15, 2021

Interest Appraised:

Housh	Fee Simple
Integra	Fee Simple

REVIEW REPORT

Date of Review: January 10, 2022

Client: Robert Rosenberg, Esq. the attorney for the City of Hueytown and Rob Cooper, Executive Director of the University Lands and Real Estate Services department of the University of Alabama.

Intended User: The previously stated clients are the only intended users of the review report. There are no other recognized users of this review report. There is no accountability, obligation, or liability to the borrower or any third party. Further, any other party who uses or relies on any information contained in this review report does so at his/her own risk.

Intended Use: The intended use of the review appraisal is to assist the clients in decisions for a potential purchase and sale of the subject property. The intended use includes assuring the appraisal reports are in compliance with the applicable regulatory requirements and determine the credibility of each report. The reviewing appraiser is to provide an independent value estimate if, the reviewer is not able to reconcile either appraisal report. The intended use as well as the scope of work was ultimately revised to include additional work such as inspection of the subject parcels and the comparable sales.

Problem to be Solved: The two appraisal reports under review have a \$1,945,000 difference in the bulk sales value. This Housh appraisal value is 54% of the Rich appraisal which is a major difference in the values in the appraisals. The problem is that the difference was significant to the degree the purchaser and seller need a third party to review the appraisal to determine the credibility the reports. The report differences are discussed along with comparison charts. During the review process, it was determined the desk review would not be adequate to address the issues concerning the differences. It was for this reason the revised scope of work was necessary.

Scope of Work:

The scope of work includes the following:

1. Provide a technical desk review without any inspections of the subject or comparable sales utilized in the appraisal reports.
2. Review each of the appraisal reports separately to determine if the report was adequate, accurate, complete, market data & information relevant and conclusions were reasonable.
3. The reviewing appraiser was to rely on the information and market data verifications in the report without any reverification.
4. Provide comparisons of the appraisal reports and the information utilized in each.
5. In the process of reviewing the appraisal reports it was determined, the initial scope of work was discussed with the clients who agreed to expand the scope to include the reviewer to inspect the subject properties and the comparable sales.
6. The reviewing appraiser inspected the subject properties with the University lands Forester, Ben Pinkleton. The inspection included street views as well as driving through portions of the parcels when possible. The inspection of the comparable sales was complete to the degree possible.
7. Provide a review report identifying weakness, strengths, and differences in each appraisal report.
8. Provide assistance to understand differences of each report and provide independent value estimate if necessary.
9. If the reviewing appraiser is not able to reconcile the appraisal reports under review, a separate independent value is to be provided utilizing the information in either or both of the appraisal reports.

Review Extraordinary Assumptions:

Definition: 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 reviewing appraiser's conclusions.

1. The reviewing appraiser has assumed the information in each appraisal report is accurate unless discovered to be otherwise.
2. There has been no reverification of the market data utilized in the appraisal reports.
3. The timber cruise and related information is assumed to be accurate.
4. The reviewing appraiser is to provide an independent value estimate, if necessary, per the agreed upon scope of work. The clients should understand if the reviewing appraiser provides a separate value estimate it will be based on the information in one or both reports which is assumed to be accurate. The reviewer will not be required to complete any additional research for market data or general information.

Review Hypothetical Condition:

Definition: A condition, directly related to a specific assignment, which is contrary to what is known by the reviewer to exist on the effective date of the assignment results but is used for the purpose of analysis.

None

STRENGTHS AND WEAKNESSES:

Strengths Housh:

1. Most comparable sales are in the general market area of the subject properties.

Strengths Integra:

1. Most comparable sales are in a reasonable size range of the subject properties.

Weaknesses Housh:

1. Adjustment grid does not address factors that could potentially require adjustment.
2. Comparable sale 2 had public water source and no adjustment or discussion.
3. Comparable sale 4 had no water or sewer with no adjustment or discussion.
4. All sales but one significantly smaller than the subject properties.

Weaknesses Integra:

1. Comparable sale 4 had water and sewer and no adjustment or discussion.
2. Comparable sale 5 had water and sewer and no adjustment or discussion.
3. Size adjustments to comparable sales for size difference applied but minimal.
4. Sale number 2 apparently sold without timber and no discussion or adjustment.

Common Weaknesses Due to Market: (These are not report weaknesses)

The sales data utilized by the appraisers is considered weak, but the subject tract is unusual and available sales are limited. The subject is unusually large and is close to business centers and residential areas. Tracts the size of the subject property are, typically located in rural or suburban areas.

The appraisers appear to have had different approaches to the problem of selection of comparable sales for the assignment. The Housh report utilized sales in the same general location but smaller with different access and exposure. The Rich report selected two sales outside Jefferson County in a more rural areas but larger in size. The appraisal assignment was difficult due to the factors discussed. Therefore, it is not surprising there is a major difference in the appraised value. This is

complicated further because the market for larger acreage tracts is much improved over the recent past.

It is the reviewers understanding, the Forever Alabama sale utilized by each appraisal as a comparable sale was appraised before the purchase. It is rumored it required multiple appraisals to appraise achieve two appraisals within an acceptable range. This supports the difficulty in assignments such as the subject.

HOUSH APPRAISAL CHECKLIST

#	CHECKLIST ITEMS	N/A	0	1	2	3	4	5
1.	Identify the Real Estate (including physical/economic attributes)					X		
2.	Identify <u>Intended Users</u> (by name or type)					X		
3.	Identify <u>Intended Use</u> of appraiser's opinions/conclusions					X		
4.	Exposure Time					X		
5.	3 Year Sales, Options, Listing History					X		
6.	Zoning				X			
7.	Scope of Work				X			
8.	Explain Omission of any Approaches to Value	X						
9.	Develop Opinion of Highest and Best Use					X		
10.	Sales Comparison Approach							
	(a) Comparable Sales pertinent/adequate					X		
	(b) Adjustment to Comparable Sales reasonable/adequate				X			
	(c) Overall Conclusion Degree of Reasonableness				X			
11.	Cost Approach							
	(a) Land Value	X						
	(b) Support for Costs	X						
	(c) Depreciation Adequately Supported	X						
12.	Income Approach							
	(a) Discount Rate adequately supported				X			
	(b) Discounts absorption				X			
13.	Reconciliation							
	(a) Analysis/Opinions/Conclusions reasonable and supported				X			
	(b) Methodology/Level of Detail consistent with assignment complexity					X		
		YES	NO				Ranking	
14.	Engaged by Client	X						
15.	Effective Date of Appraisal	X						
16.	Report Date	X						
17.	Identifies Client by <u>Name</u>	X						
18.	States Purpose of Appraisal	X						
19.	Real Property Interest Appraised	X						
20.	States <u>Type & Definition</u> of Value	X						
21.	States any Extraordinary Assumptions	X						
22.	States any Hypothetical Conditions	N/A						
23.	3 Year Prior Appraisal Services Statement in Appraiser Certification	X						
24.	Flood Zone Statement	X						
25.	Appraiser Certification	X						
26.	Appraiser(s) Current State License	X						
27.	Signed Engagement Letter	N/A						
28.	Location Map of Comparable Data						2	
29.	Photos of Comparable Sales						4	
30.	Values Subject Property in Current Condition ("As Is")	X						
31.	Report Format and Content Appropriate and Complete	X						

INTEGRA APPRAISAL CHECKLIST

#	CHECKLIST ITEMS	N/A	0	1	2	3	4	5
1.	Identify the Real Estate (including physical/economic attributes)					X		
2.	Identify <u>Intended Users</u> (by name or type)					X		
3.	Identify <u>Intended Use</u> of appraiser's opinions/conclusions					X		
4.	Exposure Time					X		
5.	3 Year Sales, Options, Listing History					X		
6.	Zoning					X		
7.	Scope of Work					X		
8.	Explain Omission of any Approaches to Value	X						
9.	Develop Opinion of Highest and Best Use					X		
10.	Sales Comparison Approach							
	(a) Comparable Sales pertinent/adequate					X		
	(b) Adjustment to Comparable Sales reasonable/adequate				X			
	(C) Overall Conclusion Degree of Reasonableness					X		
11.	Cost Approach							
	(a) Land Value	X						
	(b) Support for Costs	X						
	(c) Depreciation Adequately Supported	X						
12.	Income Approach							
	(a) Discount Rate adequately supported				X			
	(b) Discounts for absorption				X			
13.	Reconciliation							
	(a) Analysis/Opinions/Conclusions reasonable and supported				X			
	(b) Methodology/Level of Detail consistent with assignment complexity				X			
		YES	NO	RANKING				
14.	Engaged by Financial Institution	N/A						
15.	Effective Date of Appraisal	X						
16.	Report Date	X						
17.	Identifies Client by <u>Name</u>	X						
18.	States Purpose of Appraisal	X						
19.	Real Property Interest Appraised	X						
20.	States <u>Type & Definition</u> of Value	X						
21.	States any Extraordinary Assumptions	X						
22.	States any Hypothetical Conditions	N/A						
23.	3 Year Prior Appraisal Services Statement in Appraiser Certification	X						
24.	Flood Zone Statement	X						
25.	Appraiser Certification	X						
26.	Appraiser(s) Current State License	X						
27.	Signed Engagement Letter	N/A						
28.	Location Map of Comparable Data						2	
29.	Photos of Comparable Sales						3	
30.	Values Subject Property in Current Condition ("As Is")	X						
31.	Report Format and Content Appropriate and Complete	X						



Subject Property Descriptions

PARCEL #	LOCATION/ACCESS	TOPOGRAPHY	CLEAR CUT VALUES	RESIDENTIAL CUT 80% OF CLEAR CUT	SIZE ACRE	RESIDENTIAL CUT PER ACRE
1	15 th /W. Virginia	85% Rolling/ 15% Steep	RECENT CUT	(\$43,500) Remaining timber value	192	-0-
2	15 th /E. Virginia	90% Rolling/ 10% Steep	\$131,000	\$105,000	119	\$882.
3	E/W Virginia	75% Rolling/ Steep	\$215,000	\$172,000	169	\$1,017.
4	S/W Corner Parcel 3	60% Rolling/ 40% Steep	\$247,500	\$198,000	160	\$1,238.
5	Dee Hendrix (Split)	75% Rolling/ 25% Steep	\$98,000	\$78,000	80	\$975.
6	Lawson Dr.	Rolling Hill to Flat	\$42,500	\$34,000	40	\$850.
7	Letson Rd.	5% SMZ water 95% Rolling Hill	\$67,800	\$54,000	80	\$675.
TOTAL			\$845,300⁽¹⁾	\$641,000	840 ac±	

(1) Includes \$43,500 remaining after residential cut.

Summary

The reviewing appraiser has discussed with each appraiser the subject properties physical characteristics, comparable sales and the current market in the Bessemer, Hueytown and McCalla area for projected likely uses. The reviewing appraiser also discussed the local market conditions with local market participants. The general consensus of the market participants was there is very limited potential for commercial development for the subject properties. The typical tract home developer is more interested in the level land that has the potential 2 or more homes per acre. After discussions with the market participants and viewing the area, it is the reviewing appraiser's opinion the development potential is for 3-to-15-acre tracts such as Longleaf development on Alice

Road which is comparable sale #4 in the Housh appraisal. The Purchaser/developer of this property has cut in an "L" shaped road and selling off tracts in the 5-to-10-acre range.

One of the sources was a realtor, who informed the reviewer/appraiser of an 87.5-acre tract on McClendon Chapel Road for \$425,000 or \$4,857 per acre. The tract was rolling and had public water but no sewer. The agent said the tract was to be divided but not sure but thought smaller tracts.

The sources confirmed the Hueytown area has increasing home prices. Due to the topography, the type of development as discussed would have good to average demand but limited purchasers for into smaller tracts. The property with good access and exposure could be subdivided into smaller yet still large tracts in the 25-to-50-acre range.

The estimated value per acre for parcel #2 above (Parcel 1 in the Housh) appraisal is \$3,600 per acre. If the residential timber cut value of \$882 per acre is considered the indicated value per acre would be \$4,480. It is my opinion; a developer would consider harvesting some timber and consider in the ultimate purchase price. I have developed many acreage tracts and have completed residential cuts before the development starts. This exercise is a test for reasonableness and not a conclusion.

The appraised value for parcel 2 in the Rich appraisal is \$6,200 per acre. If the residential cut was considered at \$882 per acre the indicated value would be \$7,082 per acre. In the opinion of the reviewer, this amount would be outside the range of value per acre based on the sales in each report. The McClendon Chapel Road sale is further evidence that this would not be appropriate for the value estimate per acre in the Rich parcel #2.

The problem with this exercise is the comparable sales utilized by both appraisers do not specify if there was marketable timber included in each sale. However, the Rich report comparable sale #2 (U/C) did indicate the timber was not included.

Parcel number 1 had a residential timber cut recently. The University forester stated 30± trees per acre remain on parcel. The reviewer inspected this cut which is to the rear of an existing subdivision. The number of trees remaining after the cut was sufficient to have a much better appearance than a clear cut.

In summary, the subject property is located close to business centers and has a highest and best use for some type of residential use with terrain being a limitation on density to which it could be developed. However, both reports would have been more credible if discuss in the sales comparisons to the subject properties. The \$641,000 or \$763 per acre timber value does not have a major impact considering the overall values.

Comparison of Value Conclusions

PARCEL #	SIZE ACRES		APPRAISAL VALUE		VALUE PER ACRE	
	INTEGRA	HOUSH (1)	INTEGRA	HOUSH	INTEGRA	HOUSH
1	192	153.9	\$1,190,000	\$554,000	\$6,200	\$3,600
2	119	154.4	\$740,000	\$566,000	\$6,200	\$3,600
3	169	159.7	\$1,050,000	\$575,000	\$6,200	\$3,600
4	160	164.2	\$850,000	\$534,000	\$5,300	\$3,250
5	80	80	\$470,000	\$288,000	\$5,900	\$3,600
6	40	41.8	\$240,000	\$136,000	\$6,000	\$3,250
7	80	79.6	\$460,000	\$239,000	\$5,700	\$3,000
TOTAL OF PARCELS	840	833.6	\$5,000,000	\$2,882,000	\$5,950 AVG	\$3,460 AVG
BULK SALE DISCOUNT			x.85	x.80		
			\$4,250,000	\$2,305,000	\$5,060 AVG	\$2,765 AVG

(1) The Housh and Integra appraisals have parcel 1 and 2 reversed. The locations are the same and the appraisal values per acre are the same in the respective reports. This difference would not affect either value conclusion.

Summary:

Both appraisal reports general agree that decrease per acre moving from parcel 1 with the exception of that for parcel 6. It is observed in the Housh report there is no size adjustment for any of the sales particularly Sale number 1 which contains 350 acres compared to the subject 40± acres. The downward 25% location is significantly different from the Rich/Integra Appraisal which shows no location adjustment.

The Rich appraisal report adjusted the same sale (sale 6 Rich Report) upward by 15% which is more reasonable than the Housh appraisal. The Rich sales were all larger and adjusted accordingly with the exception of sales #1 and #5 which are almost same size as the subject 40 acres.

In the opinion of the reviewer, the main weakness in the Housh sales is due to the specific locations. They are further from the business centers, and some have access along narrow curving road for considerable distances. The main weakness in the Rich sales is that sales #2 & #3 are located in Shelby County which was discussed with the appraiser. The appraiser's thought process was these sales had sizes near that of some of the subject properties.

The differences as discussed in the preceding paragraphs and the adjustment grids on the following pages are typical of the differences throughout both reports. In my opinion, it would be redundant to go through the same process for each of the parcels.

The two **sample** adjustment grids are provided on the following page for the client review and understanding.

Land Sales Adjustment Grid - Tract 6

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	840± Acres	Whitley Property	Land- 541 Acres	Land	McCalla Trace Sector 4 Land	Timberleaf McCalla Land	354 Acres Forever Wild Tannehill Ayers Addition
Address	Multiple addresses	4430 15th Street Road	Joinertown Rd	Hwy 42 & Hwy 25	Goocher Rd.	Lou George Loop Road and Timber Leaf Lane	Tannehill Ayers Addition
City	Hueytown	Bessemer	Columbiana	Calera	Bessemer	McCalla	McCalla
County	Jefferson	Jefferson	Shelby	Shelby	Jefferson	Jefferson	Jefferson
State	Alabama	AL	AL	AL	AL	AL	AL
Sale Date		Sep-21	Sep-21	Jun-20	Dec-19	Jul-19	Nov-18
Sale Status		Listing	In-Contract	Closed	Closed	Closed	Closed
Sale Price		\$395,000	\$2,191,050	\$1,250,000	\$250,000	\$250,000	\$1,655,000
Square Feet	1,742,400	1,997,226	23,565,960	10,005,732	1,070,359	1,619,561	15,420,240
Acres	40.00	45.85	541.00	229.70	24.57	37.18	354.00
Price per Acre		\$8,615	\$4,050	\$5,442	\$10,174	\$6,724	\$4,675
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-	-	-
Conditions of Sale		Listing	Closed	Closed	Closed	Closed	Closed
% Adjustment		-15%	-	-	-	-	-10%
Market Conditions	9/15/2021	Sep-21	Sep-21	Jun-20	Dec-19	Jul-19	Nov-18
Annual % Adjustment	3%	-	-	4%	5%	6%	8%
Cumulative Adjusted Price		\$7,323	\$4,050	\$5,660	\$10,683	\$7,127	\$4,544
Location		-	5%	-	-10%	-	-
Access/Exposure		-5%	-5%	-5%	-5%	-5%	-5%
Size		-	20%	10%	-5%	-	15%
Shape and Topography		-	5%	5%	5%	-	10%
Other		-5%	-	-5%	-	-	-5%
Net \$ Adjustment		-\$732	\$1,013	\$283	-\$1,602	-\$356	\$682
Net % Adjustment		-10%	25%	5%	-15%	-5%	15%
Final Adjusted Price		\$6,591	\$5,063	\$5,943	\$9,080	\$6,771	\$5,226
Overall Adjustment		-24%	25%	9%	-11%	1%	12%
Range of Adjusted Prices		\$5,063 - \$9,080					
Average		\$6,445					
Indicated Value		\$5,900					

LAND SALES COMPARISON GRID						
Comp. Number	Parcel 6	1	2	3	4	5
Grantor		Ayers	Moore	IRA	Bishop	Vines
Grantee		AL Forever	Medina	Patel	Longleaf	Carlin
Location	Virginia	Serene	Mtn Valley	Creek	Alice	Toad
	H'town	McCalla	H'town	Bessemer	McCalla	Bmer
Cash Eq. Price		\$1,655,000	\$60,000	\$270,000	\$245,000	\$127,500
Date of Sale	9/28/2021	11/20/2018	6/26/2020	11/15/2018	3/20/2019	7/9/2021
Land Size - Acres	41.79	350	26.00	75.00	84.08	35.60
Unadjusted \$/Acre		\$4,729	\$2,308	\$3,600	\$2,914	\$3,581
ADJUSTMENTS						
Conditions of Sale		Normal	Normal	Normal	Normal	Normal
Net Adjustment		\$0	\$0	\$0	\$0	\$0
Market Conditions (3% / Yr.)		8.57%	3.77%	8.61%	7.59%	0.67%
Preliminary Adj. Price		\$1,796,877	\$62,264	\$293,257	\$263,586	\$128,349
Preliminary Adj. Price - Per Ac		\$5,134	\$2,395	\$3,910	\$3,135	\$3,605
PHYSICAL DIFFERENCES						
Access		0.90	0.90	0.90	1.00	0.90
Location		0.75	1.50	0.90	1.00	1.00
Size		1.00	1.00	1.00	1.00	1.00
Subtotal-Physical		0.68	1.35	0.81	1.00	0.90
Adjusted Price		\$1,221,876	\$84,056	\$237,538	\$263,586	\$115,514
Adjusted Price Per Ac		\$3,491	\$3,233	\$3,167	\$3,135	\$3,245



Common Land Sale Parcel 1&2

	Housh	Integra
Adjustments	Sale #1	Sale #6
Sale Per Acre	\$4,729	\$4,674
Condition of Sale	0	x.90
Subtotal	\$4,729 AC	\$4,206 AC
Time Adjustment	x 1.0857	x1.08
Subtotal	\$5,134 AC	\$4,544
Shape/Topo	0	+10%
Location	-25%	0
Size	0	+5%
Access/Exposure	0	+10%
Other	0	-5%
Net	-25%	+20%
Adjusted Price	\$3,850 AC	\$5,453 AC

Summary:

This sale is the Alabama Forever Land purchase was adjusted downward in the integra appraisal for condition of sale because the sale was estimated to be above market by 10%.

Both appraisal reports had same adjustment for time. The real difference is in the market adjustments for location and size. The Housh appraisal shows a downward adjustment for location and no size. The sale is over twice the size of the subject parcel at 153 acres per report.

The Integra comparisons have an upward adjustment for size and no location adjustment. The other adjustments are shown in above chart.

It is the reviewers Opinion; the Integra appraisal adjustments are generally more reasonable in the Integra appraisal.

Review Conclusion:

The subject properties are atypical properties due to the location, topography, physically suited to timber land but with development potential. Both appraisal reports determined the highest and

best use is for some type of residential use. The Integra (Rich) appraisal refers to some potential for commercial use. In the discussion with the appraiser this was not considered in the appraisal as indicated by the sales. The subject assignment is a difficult appraisal assignment due to the limited market data available for comparison purposes. This limitation creates a situation where the appraisers are not able to support adjustments by comparison of sales. This explains the difference in the thought process for the selection of the sales and the adjustments to those sales. This puts the appraisers in a position of supporting the selection of comparable sales and the adjustment to said sales by reasoning and logic. It is the opinion of the reviewing appraiser, neither of the appraisals provide very clear support in this regard.

The Housh appraisal is weak in explaining the reasoning and logic for the adjustments to the comparable sales. This is particularly visible in applying no size adjustments when there are extremely large differences in the size of the subject and the comparable.

The Integra appraisal identifies the likely differences in the sale and the subject which is reasonable. However, the actual adjustment applied in the sales grid is minimal on some adjustment categories. The reasoning and logic are not adequate in some instances in the opinion of the reviewing appraiser. As stated throughout this review, the market data is limited which requires more judgement than in more typical appraisal assignments. As in many similar assignments the difference in value estimates can be extreme.

After careful consideration, it is the reviewing appraiser's opinion overall the Integra appraisal is the more credible of the two appraisals in regard to the value of the individual parcels. The Integra appraisal of the aggregate of the individual parcels is:

\$5,000,000
(FIVE MILLION DOLLARS)

Bulk Sales Discount

Typically, in a discounting of a sum of multi-parcel properties a discounted cash flow is provided in the appraisal. This would not be appropriate in this instance. The appraisal reports use a reasonable method for the discounting for a bulk sale. However, the Integra appraisal and Housh report relies only on National sources which could but not likely be indicative of the local market. After considering the past housing permits in Bessemer and Hueytown as well as market participant interviews, the reviewing appraiser does not agree with the discount applied for the Bulk Sale value. The review appraiser becomes an appraiser at this point.

Sale #1 in the Integra appraisal is a listing of 45.85 acres adjoining a portion of the subject and across 15th Street from the Fire Station. It was originally on the market for \$9,800 per acre for 8 months. The price was lowered to \$8,600 per acre and still has not sold. The Integra would not have had knowledge that after the date of appraisal the tract is still on the market at \$8,200 per acre. While not considered due to the appraisal dates it does support that it was listed too high which becomes a function of marketing time.

According to the SOCDS total building permits in Bessemer and Hueytown are as follows:

Bessemer: 2017 - 41, 2018 - 37, 2019 - 38, 2020 - 11, 2021 - 24

Hueytown: 2017 - 2, 2018 - 4, 2019 - 7, 2020 - 7, 2021 - 24

The building permits are just utilized for illustration purposes and have little benefit in determining a proper discount of the subject. However, it does provide an activity level for the area. The subject will likely be sold in larger tracts which is a different situation. The listing does provide insight into the price and absorption purchaser may consider if one of the subject parcels is purchased and divided into smaller tracts. The purchaser would likely consider the competition from the other 6 subject parcels. If a 30% discount is applied for a bulk sale the remaining value estimate of \$3,500,000 would represent \$4,150 per acre which include, the potential to complete a residential cut on the remaining 6 parcels for minimum of say \$500,000 leaving \$3,000,000 land value of \$3,600 per acre.

In the opinion of the appraiser, based on the interviews with market participants and other information the 30% discount for is more appropriate/reasonable than the 15% in the Integra and 20% in the Housh appraisal.

The clients should understand the scope of work in this instance is that the review appraiser is relying on the information in the appraisal reports which is assumed to be accurate. The review/appraiser conclusion is as follows:

The aggregate value of \$5,000,000 X Discount of 30% = **\$3,500,000.**

ADDENDA

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report has been made with the following general assumptions and limiting conditions. This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.

1. Any legal descriptions furnished are assumed to be correct and no responsibility is assumed for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. Information regarding the subject property, the market, comparable properties, and operating data furnished by others is believed to be reliable. This information is verified where possible and is believed to be true and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
5. All engineering studies provided are assumed to be correct. The plot plans and illustrative material such as sketches, maps, photographs, and other exhibits included in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. The appraiser is not a building inspector and is not expert in regard to the structural integrity of the subject improvements. Unless otherwise noted in the report, the appraiser assumes that the various components of the subject improvements are sound and in working order.
8. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal.
9. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in the appraisal.
10. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
11. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
12. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on

or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

13. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

14. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.

15. Possession of this report, or a copy thereof, does not carry with it the right of publication.

16. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

19. Disclosure of the contents of this appraisal report is governed by the by-laws and regulations of the Appraisal Institute and applicable federal, state, and local law.

APPRAISER CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.
2. The report and analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and/or my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
5. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of Uniform Standards of Professional Appraisal Practice.
7. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
10. I have made a personal viewing of the subject property and the comparable sales.
11. No one provided significant appraisal and appraisal review assistance to the person signing this certification.
12. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
13. Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report (s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the consulting firm (Tillman Consulting, LLC) and then only in its entirety.

Neither all nor any part of the contents of this report should be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations efforts, news, sales or other media without the written consent and approval of an officer of Tillman Consulting, LLC, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, nor may any reference be made in such a public communication to the Appraisal Institute or the SRA, SRPA, or MAI designations. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

14. This assignment was made subject to the regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal."
15. The Assumptions and Limiting Conditions, in their entirety, are made a part of this report.
16. The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
17. The undersigned **has not** provided any appraisal services on the subject of this report within the prior three (3) years immediately preceding acceptance of this assignment.

T. Mandell Tillman



T. Mandell Tillman, MAI, AI-GRS
Alabama Certified General Real Estate Appraiser #G00073
Georgia Certified General Real Estate Appraiser #3343
Mississippi Certified General Real Estate Appraiser #1357

REVIEW APPRAISER CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment, unless otherwise stated.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute Standards of Valuation Practice.
10. I have **NOT** made a personal inspection of the subject of the work under review, unless otherwise stated.
11. No one provided significant appraisal or appraisal review assistance to the person signing this certification.
12. Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the consulting firm (Tillman Consulting, LLC) and then only in its entirety.

Neither all nor any part of the contents of this report should be conveyed to any person or entity, other than the Review Appraiser or Bank's client, through advertising, solicitation materials, public relations efforts, news, sales or other media without the written consent and approval of an officer of Tillman Consulting, LLC, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, nor may any reference be made in such a public communication to the Appraisal Institute or the SRA, SRPA, or MAI designations. Further, the Review

Appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the Bank, Bank shall make such party aware of all the assumptions and limiting conditions of the assignment.

13. The Assumptions and Limiting Conditions, in their entirety, are made a part of this report.
14. I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

T. Mandell Tillman



T. Mandell Tillman, MAI, AI-GRS
Alabama Certified General Real Estate Appraiser #G00073
Georgia Certified General Real Estate Appraiser #3343
Mississippi Certified General Real Estate Appraiser #1357

Offer Summary
Board Meeting June 9-10, 2022

This is to certify that the purchase offer below was received in the Office of University Lands and Real Estate Services for the Disposition of the Hueytown 840-acre Tract in Jefferson County, Alabama

<u>Name</u>	<u>Offer</u>
The City of Hueytown	\$3,800,000

University Lands and Real Estate Services

Proceeds Calculation

Disposition of Hueytown Tracts

Jefferson County, Alabama

Sales Price	\$3,800,000
<u>Estimated Expenses</u>	<u>\$7,625.00 *</u>
Total Proceeds	\$3,792,375

*University is to pay Title Insurance only.

City of Hueytown responsible for all other closing costs.

Checklist for Sale or Lease of Campus Real Property¹

Disposition of Hueytown Tracts

Jefferson County, Alabama

1. ☒ Property Sale
☐ Property lease
☐ Timber sale
☐ Mineral lease
2. ☒ Appraised value is \$3,500,000
3. ☒ Appraisal by licensed appraiser.
T. Mandel Tillman, MAI, AI-GRS
4. ☐ a. Sale/lease handled through a licensed real estate broker and published by broker in accordance with customary practices.

☐ 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 TAY
Signature of Campus Designated Agent

5-10-22
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

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

**BOARD SUBMITTAL CHECKLIST NO. 12
FACILITY LEASE REQUIRING BOARD APPROVAL ^{/1}**

CAMPUS: The University of Alabama

PROJECT NAME: AMSTI Facility Lease - 13414 Highway 69 South, Tuscaloosa, Alabama

MEETING DATE: June 9-10, 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: Rob Cooper

Approved by:

A handwritten signature in blue ink, appearing to read "Tim Leppard", is written over the "Approved by:" line. Below the signature is a large, stylized blue ink flourish or scribble.

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

May 4, 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 which provide information regarding the AMSTI Facility Lease.

Please place this item on the agenda for the Physical Properties Committee meeting of the June 9-10, 2022 Board of Trustees meeting, and contact us if you have questions or need additional information.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE LEASE
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: JUNE 9-10, 2022**

CAMPUS: The University of Alabama

PROJECT NAME: Alabama Math, Science and Technology Initiative Facility Lease (AMSTI)

PROJECT LOCATION: 13414 Highway 69 South, Tuscaloosa, Alabama

LEGAL DESCRIPTION: See attached Exhibit A

ACREAGE: 1.11 acres

IMPROVEMENTS: Warehouse space appropriate to support AMSTI Program's needs

CONSIDERATION:

- 5-year initial lease with two (5) year renewal options
- Rental amounts
- \$7,875 per month or \$7.35 per square foot
- Estimated expense for the initial 5-year term is \$472,500
- Rent based upon annual CPI-U rates
- Tenant responsible for utilities, interior repairs and insurance
- Landlord responsible for structural and building envelope repairs
- Funding source is the Alabama Math, Science and Technology Initiative funded through the State of Alabama.
- Lease terminates if State funding ends

LESSOR: Madison McMullen Family, LLC

JUSTIFICATION FOR LEASE OF PROPERTY: The subject building is currently leased by the University's AMSTI Program. The University does not have space available to accommodate the staff and the warehousing needs for this program on campus.

Executive Summary
Real Estate Lease Agreement
Board of Trustees Submittal
Meeting Date: June 9-10, 2022

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

STATE OF ALABAMA §
 §
 TUSCALOOSA COUNTY §

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease Agreement") made effective as of the _____ day of _____, 2022, by and between MADISON-MCMULLEN FAMILY, LLC ("Landlord"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of The University of Alabama, Tuscaloosa, Alabama ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of certain real property lying and being in Tuscaloosa County, Alabama, with a street address of 13414 Highway 69 South, Tuscaloosa, Alabama 35405 (the "Premises"); and

WHEREAS, Landlord desires to lease and demise the Premises unto Tenant; and

WHEREAS, Tenant desires to take and lease the Premises from Landlord upon the following terms and conditions set forth herein;

NOW THEREFORE, THE PREMISES CONSIDERED, and in further consideration of the sum of Ten (\$10.00) Dollars in hand paid, each Party to the other, and the mutual undertakings hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

(1) LEASE: Landlord does hereby lease the Premises unto Tenant and Tenant does hereby lease the Premises from Landlord, together with the improvements and appurtenances located thereon and attached thereto.

(2) PURPOSE: Subject to any existing easements and the regulatory laws and ordinances of the political subdivisions in which the Premises are situated, the Premises shall be used principally for office and warehouse space and for no other material purpose, unless the written consent of Landlord is obtained in advance of such other usage.

(3) TERM: The term of this Lease Agreement (the "Lease Term") shall be for a period of five (5) years, commencing on October 1, 2022 (the "Commencement Date") and ending, if not sooner terminated pursuant to the terms herein, on September 30, 2027. Landlord hereby acknowledges that the funding for the activities to be performed on the Premises by the Tenant are funded on a fiscal year basis by a state grant and that Tenant has not dedicated funds from other sources for the payment of its obligations hereunder. Landlord agrees that in the event funding is not awarded to Tenant by the State of Alabama for the payment of Tenant's obligations hereunder for any fiscal year

beginning on October 1 and ending on September 30 during the Initial Lease Term, the First Extended Lease Term, or the Second Extended Lease Term, Tenant may terminate this Commercial Real Estate Lease Agreement upon giving Landlord thirty (30) days written notice prior to the end of a given fiscal year. In the event of such termination by Tenant, Tenant agrees to provide Landlord with reasonable evidence that funding for the ensuing fiscal year was not awarded by the State of Alabama.

(4) TENANT'S OPTION TO RENEW: Provided that Tenant is not then in default under this Lease Agreement, Tenant shall have the right, subject to all terms, conditions and covenants herein, to extend the term of this Lease Agreement for two consecutive terms of five (5) years ("Option Terms").

(5) HOLDOVER TENANCY: Should Tenant continue to occupy the Premises after the expiration of the Lease Term, either with or without the consent of Landlord, such tenancy shall be from month to month and upon the terms, conditions, and limitations and at such rental as provided in this Lease Agreement or except as the Parties may otherwise agree in writing.

(6) RENTAL: Tenant shall pay Landlord rent in the amount of Seven Thousand Eight Hundred Seventy-Five Dollars (\$7,875.00) per month, in advance, beginning on the 1st day of October 1, 2022 and continuing thereafter on the 1st day of each month throughout the Lease Term. It is understood that the monthly rental for each five-year Option Term will be based upon the then current CPI-U index appropriate for the South Region, provided, however, that in no event shall the increase in rent for the entire Second Option Term under the terms of this section exceed a five percent (5%) increase over the rent for the entire First Option Term.

(7) ASSIGNMENT: Each and every transfer or assignment of this Lease Agreement, or any portion or interest herein, by Tenant and each and every sub-letting of the Premises, any part thereof or any interest therein, by Tenant shall be null, void, and held for naught unless the written consent of Landlord is obtained in advance of such assignment or sub-letting.

(8) UTILITIES: Tenant shall pay when due any and all charges for gas, electricity, water, sewage, and like utilities.

(9) PROPERTY TAXES AND RENTAL TAXES: Tenant shall reimburse Landlord upon receipt of an invoice from Landlord all ad valorem real property or like taxes, general and special assessments, and other like charges which may be levied on or assessed against the Premises and all improvements and other property located thereon during the Lease Term, whether belonging to landlord or to Tenant or for which either of them may become liable.

(10) REPAIRS AND MAINTENANCE:

(a) Tenant's Duties. Tenant shall keep the Premises in good working repair and order and shall make all appropriate repairs to the Premises, at its expense. Tenant shall be responsible for mowing the grass on the Premises.

(b) Landlord's Duties. Landlord shall be responsible, at its expense, for structural repairs to the exterior building walls and building roof and for annual maintenance and cleaning of the septic system located on the Premises.

(c) Landlord's Right to Repair: If Tenant neglects to make repairs or maintenance it has a duty to perform hereunder, Landlord or its agents, representatives, or contractors may, at Landlord's option, repair the same or perform such maintenance on behalf of Tenant. In such event, Landlord shall give Tenant notice in accordance herewith at least five (5) days prior to commencement of such repairs or maintenance. Any amounts so paid by Landlord for such repairs shall become immediately due and payable to Landlord as additional rent by Tenant to Landlord hereunder. No such payment by Landlord shall be deemed to be a waiver of any other rights which Landlord may have under the premises of this Lease Agreement or as provide by law.

(11) IMPROVEMENTS: Tenant shall not alter or improve the Premises or remove or install any fixtures (other than trade fixtures) upon the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any and all alterations, improvements, and fixtures made or placed in or on the Premises shall, upon expiration or any termination of the Lease Term, belong to Landlord without compensation to Tenant; provided, however, that if Tenant is not in default hereunder, it shall be permitted to remove all trade fixtures and other temporary improvements from the Premises at any time during the Lease Term if such removal can be effected without substantial injury or damage to the Premises and if same shall not have become an integral part of the Premises by the manner in which they are affixed. However, Landlord may require Tenant to remove, at Tenant's expense, any or all such alterations, improvements, or fixtures at the expiration of the Lease Term or any earlier termination of this Lease Agreement.

(12) SIGNS: No new signage shall be erected on the Premises by or for Tenant unless the size, character, and proposed location of such sign shall be permitted under the City of Tuscaloosa sign ordinance and shall first be submitted to Landlord and shall have been approved in writing by Landlord. Tenant shall have the right to remove any such sign at the expiration of the Lease Term; provided, however, Tenant shall promptly repair any damage or injury done to the Premises in the course of such removal; and Landlord reserves the right to stop such removal if the same would be, in Landlord's reasonable judgment, excessively damaging to the Premises.

(13) INSURANCE: Tenant shall, at Tenant's own expense, keep in force and effect public liability insurance or a funded self-insurance program insuring Tenant against any liability that may accrue against it or personal injury, death or property damage resulting from any occurrence in or about the Premises during or in consequence of Tenant's occupancy thereof unless resulting from Landlord negligence. The amount of CGL or

funded self-insurance program shall be for no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Landlord shall provide at its expense insurance coverage on the structures located on the Premises. Landlord shall, at Landlord's own expense, keep in force and effect during the entire Lease Term commercial general liability ("CGL") insurance insuring Landlord against any liability that may accrue against any of them for bodily injury, personal injury, contractual liability or property damage resulting from any occurrence in or about the Premises resulting from the Landlord's negligence. The amount of CGL shall be for no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Tenant shall be named as an additional insured under any such CGL insurance policy. The Landlord may, at Landlord's own expense, keep in force and effect insurance coverage on the Landlord's real and personal property, and any improvements or betterments of the property for fire, extended coverage and other insurable perils desired by the Landlord. The Landlord may, at Landlord's own expense, keep in force and effect insurance coverage on the Landlord's loss of rental income should the property be damaged or destroyed by fire, extended coverage and other insurable perils desired by the Landlord.

The Landlord shall provide a Certificate of Insurance naming The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents, and representatives as additional insureds on the CGL Insurance. All policies must be issued by an insurance company licensed to do business in the State of Alabama carrying a minimum *A.M. Best's* rating of A-VII, and the Certificate must be signed by an authorized agent. The CGL policy may not be canceled without thirty (30) days advance written notice to the Tenant.

The Tenant shall provide a self-insurance certification to Landlord.

It is understood that should Landlord's hazard or liability insurance premiums increase as the result of Tenant's usage of the property, Tenant agrees to be responsible for the increased portion, and will pay the increase to Landlord by increasing the monthly rental payments to compensate the Landlord.

(14) CASUALTY: Subject to the rights of any mortgagees holding mortgages on the Premises, if the Premises are damaged by fire or other casualty, Landlord may, at its option, repair and restore the Premises within sixty (60) days following the occurrence of such casualty. If Landlord elects to repair the Premises, the Tenant may cancel this Lease upon written notification if the Landlord fails to repair the Premises within the sixty (60) day repair period. In the event Landlord repairs and restores the Premises, Landlord shall apply the proceeds of the Hazard Insurance policy to the repair and restoration of the Premises. All such repairs and restoration shall be subject to the reasonable approval of Tenant. If Landlord elects to terminate this Lease Agreement upon the occurrence of the condition stated above, Landlord shall give Tenant written notice of such cancellation within fifteen (15) days following the occurrence of such casualty and, in such event, all proceeds of the aforesaid Hazard Insurance policy shall be paid directly to Landlord, subject to the rights of any mortgagees holding mortgages on the Premises. If the Premises are totally destroyed or damaged to the extent that the Premises are rendered substantially unfit for occupancy by Tenant, either Landlord or Tenant may terminate this Lease

Agreement upon written notice to the other Party within fifteen (15) days of the event of the casualty. Upon any termination under this paragraph, Tenant shall be reimbursed for any unearned rent previously paid and Tenant shall immediately surrender possession of the Premises to Landlord.

(15) EMINENT DOMAIN: If the floor area of the building is reduced by an insubstantial amount as a result of a taking by Eminent Domain (hereinafter defined), Landlord shall restore, at its expense, the remaining area of the premises to a complete architectural unit with frontage, interior, appearance, and utility substantially equal to that which existed prior to the taking. Tenant shall be entitled to a pro rata reduction of the rent payable for each month thereafter. If all or a substantial portion of the Premises are taken by Eminent Domain, then the term of this Lease Agreement shall terminate as of the date possession is taken by the condemning authority, or as of the date the improvements located thereon are ordered torn down or removed, with the rent to be apportioned as of the date of such order or taking, as the case may be.

(a) DEFINITION OF EMINENT DOMAIN: For purposes of this Lease Agreement, "Eminent Domain" shall mean a taking by the exercise of the power of eminent domain by any governmental authority, an act or omission by any governmental authority constituting "inverse condemnation", any purchase or acquisition in lieu of condemnation, or a taking by eminent domain and an order of an appropriate governmental authority specifying that any improvements located on the Premises are to be torn down or removed

(b) AWARD TO LANDLORD: Landlord shall only be entitled to receive the proceeds of any total or partial taking of the Premises by Eminent Domain that are not attributable to the unexpired leasehold interest or other rights of the Tenant in the Premises. Any award that is attributable to the unexpired leasehold interest or other rights of the Tenant in the Premises shall be paid to Tenant.

(16) CLEANLINESS: Tenant shall at all times keep the Premises in a reasonably neat, orderly, and sanitary condition and shall keep the parking lot and surrounding grounds reasonably clean and free from rubbish and dirt. Tenant shall not make or suffer any waste of the Premises or permit anything to be done in or upon the Premises creating a nuisance thereon. Tenant shall permit Landlord at all reasonable times to enter upon the Premises for the purpose of examining the same.

(17) DEFAULT:

(a) RIGHT TO TERMINATE: Upon the occurrence of any of the Events of Default (as defined in Subparagraph (b) below), Landlord may, at its option, terminate this Lease Agreement by giving written notice to Tenant of the default in accordance herewith and of Landlord's intention to terminate this Lease Agreement if the default is not corrected within fifteen (15) days in the case of Tenant's failure to pay rent when due, and thirty (30) days in the case of all other Events of Default. If said default is not corrected by Tenant within the applicable cure period, Landlord may terminate this Lease Agreement, peaceably re-enter the Premises, and eject Tenant from the same; provided,

however, that Tenant shall not be relieved from any liability or obligation hereunder as a result thereof.

(b) EVENTS OF DEFAULT: Events of default under this Lease Agreement shall mean the following events ("Events of Default") occurring with respect to Tenant:

(i) FAILURE TO COMPLY: Failure to comply with any term, condition, or obligation to be performed under this Lease Agreement, including but not limited to the payment of rent due hereunder; or

(ii) FILING BANKRUPTCY: Filing a petition in bankruptcy for reorganization or for an arrangement pursuant to the U.S. Bankruptcy Code or any similar federal or state law now or hereafter in effect; or

(iii) ADMISSION AS BANKRUPT: Filing an answer admitting the material allegations of or consenting to or defaulting in answering a petition filed against it in any bankruptcy, reorganization, or similar insolvency proceeding, or if any action shall be taken against it for the purpose of effecting any of the foregoing.

(c) ADDITIONAL REMEDIES: Upon the occurrence of an Event of Default hereunder, and Tenant's failure to reasonably cure same within the applicable cure period, Landlord may, at its option and in lieu of terminating this Lease Agreement, re-enter and take possession of the Premises, and thereafter re-let the same or any part thereof for the balance of the Lease Term or any part thereof, upon such terms and conditions as Landlord may deem proper. Neither re-entry nor re-letting shall discharge Tenant from any obligations or liabilities herein contained, and Tenant shall pay to Landlord, without demand, the difference, if any between the rentals herein provided for and the rentals actually received upon re-letting.

(d) CUMULATIVE NATURE OF REMEDIES: All rights and remedies of Landlord under this Lease Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises, in the absolute discretion of Landlord.

(18) INSPECTION: Landlord reserves the right to visit and inspect the Premises at all reasonable times with twenty-four (24) hours advance notice to Tenant.

(19) SUBORDINATION: This Lease Agreement shall at all times be subject and subordinate to the lien of any mortgage that is now or that may hereafter be placed upon the Premises by Landlord. Tenant shall, upon demand by Landlord, execute such documents and instruments as may be reasonably required by counsel for Landlord to effectuate such subordination. Within ten (10) days from the date hereof, as well as prior to Landlord's execution of any new or substitute mortgage affecting the Premises, Landlord shall obtain from such mortgagee an agreement in writing to be delivered to Tenant, providing that so long as Tenant shall faithfully discharge the obligations of Tenant's part

to be kept and performed under the terms of this Lease Agreement, its tenancy shall not be disturbed, and that, in the event of foreclosure or any enforcement of any such mortgage, this Lease Agreement shall in all respects continue in full force and effect.

(20) SURRENDER OF PREMISES: Except as provided otherwise hereunder, Tenant shall, upon the expiration or earlier termination of this Lease Agreement, promptly remove from the Premises all trash, debris, and property of Tenant and shall leave the Premises in a broom-clean and orderly state, subject to reasonable wear and tear.

(21) QUIET POSSESSION: Landlord shall, on the commencement date of the Lease Term, place Tenant in quiet possession of the Premises and shall secure Tenant in the quiet possession thereof during the Lease Term against all persons lawfully claiming possession of any part thereof

(22) ENVIRONMENTAL WARRANTIES: Tenant shall, at tenant's own expense, comply in all material respects with all federal, state and local statutes, regulations, ordinances, rules, rulings, administrative orders, and the like as issued from time to time (collectively, "Laws") as relate to environmental matters in connection with Tenant's occupancy of the Premises in accordance herewith. Tenant shall not use the Premises as a landfill or waste disposal site, nor shall Tenant locate any underground storage tanks for gasoline or other substances on the Premises, during the Lease Term, unless Landlord's written consent is first obtained.

(23) MISCELLANEOUS:

(a) FINAL INTEGRATION: This Lease Agreement constitutes the entire agreement of the Parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the Parties are merged into this Lease Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by a Party which is not contained in this Lease Agreement or expressly referred to herein has been relied on by the other Party in entering into this Lease Agreement.

(b) AMENDMENT IN WRITING: This Lease Agreement may not be amended, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by both the Parties.

(c) BINDING EFFECT: This Lease Agreement shall bind the Parties and their respective successors, and assigns.

(d) CAPTIONS: The captions of this Lease Agreement are for convenience and reference only, are not a part of this Lease Agreement, and in no way define, describe, extend, or limit the scope or intent of this Lease Agreement.

(e) WAIVER OF DEFAULT: No waiver by either Party of any default, breach, or violation of any term, conditions, or provision of this Lease Agreement shall be

deemed to be a waiver of any other default, breach, or violation of the same or any other term, condition, or provision contained herein.

(f) DELAY OR OMISSION NOT WAIVER: No delay in exercising or failure to exercise any right or remedy by either Party shall impair any such right or remedy or constitute a waiver of any such right, remedy, or default, breach, or violation of any term, condition, or provision of this Lease Agreement or an acquiescence therein. Every right and remedy given by this Lease Agreement or by law to a Party may be exercised from time to time and as often as deemed expedient by such Party.

(g) RIGHT AND REMEDIES CUMULATIVE: No right or remedy conferred upon or reserved to either Party in this Lease Agreement or any document or instrument delivered in accordance herewith is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under this Lease Agreement or any document or instrument delivered in accordance herewith or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under this Lease Agreement or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

(h) NOTICES: All notices, requests, demands, and other communications hereunder (other than those which, under the terms of this Lease Agreement, may be given by telephone, which shall be effective when received verbally) shall be in writing (including, but not limited to facsimile/telecopied communications) and shall be given by personal delivery, delivery via United State mail, with first class postage prepaid, or facsimile/tele-copier,

(i) If to Landlord, to:

Chase McMullen
1606 Queen City Avenue
Tuscaloosa, Alabama 35401

(ii) If to Tenant, to:

Rob Cooper
University Lands and Real Estate Services
Box 870176
Tuscaloosa, Alabama 35487-0176

With a copy, which shall not itself constitute notice, to:

Robin Jones
Office of Counsel
Box 870106
Tuscaloosa, Alabama 35487

Either Party may change the address to which notices are to be delivered to such Party, by a notice given in accordance with this Subparagraph to the other Party. All such notices, requests, demands, and other communications shall be effective when received.

(i) **RECORDATION OF LEASE:** At the option of either Party, a memorandum of lease in recordable form containing a short form of this Lease Agreement shall be executed by the Parties and may be recorded in the county wherein the Premises are located. All recording costs and costs for preparation of the memorandum of lease shall be paid by the Party exercising said option.

(j) **GOVERNING LAWS:** Notwithstanding any contrary provisions of this Lease Agreement, the following provisions shall govern any disputes or questions of law. Tenant 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, Tenant does not agree to indemnify or hold any person or Party harmless from any claim. Tenant 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. Any claim against Tenant must be made through the Alabama State Board of Adjustment. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to all matters related to this Lease Agreement, questions of immunity related to Tenant, and any disputes between the Parties. Any provisions of this Lease Agreement which may be considered a consent to suit or a waiver of immunity by Tenant is hereby stricken and rendered null and void.

(24) **RIGHT OF FIRST REFUSAL:** Upon receipt by Landlord of an offer from an unaffiliated third (3rd) party to purchase all or any part of the Landlord's interest in all or part of the Premises (the "Offer"), the Landlord shall first offer to sell its interest to the Tenant for the price and upon the terms and conditions set forth below:

(a) Upon receipt of an Offer by Landlord during the term hereof, Landlord shall deliver to Tenant written notice of its intention to accept the Offer (the "Notice"), which Notice accurately and completely shall set forth the name and address of the offeror, the purchase price offered for the Premises, the terms of payment and all other material, measurable, and matchable terms and conditions of the Offer.

(b) For a period of forty-five (45) days following the receipt of the Notice, the Tenant shall have the right, option and privilege, but not the duty, to match the material, measurable and matchable terms of the Offer and purchase the Premises at the price and upon terms no less favorable to Landlord than the material, measurable and matchable terms and conditions contained in the Notice. If Tenant desires to match the Offer, it shall give written notice (the "Acceptable Notice") of the fact to Landlord within such forty-five (45) day period. Delivery of an Acceptance Notice shall create a

contract between the Tenant and Landlord for the sale by Landlord and the purchase by the Tenant of the Premises on those material, measurable, and matchable terms and conditions contained in the Notice.

(c) If the Tenant does not exercise its option to match the Offer, then the option granted to Tenant herein shall be deemed not to have been exercised and Landlord may sell the Premises to the offeror on the same material, measurable, and matchable terms and conditions offered to Tenant in the Notice, provided, however, that if the material, measurable and matchable terms of the Offer are subsequently changed prior to closing, then the provisions of this Section shall apply to the amended Offer, provided further that if the sale of the Premises by the Landlord to such offeror is not completed within one (1) year after the date of the Notice, the provisions of this Section shall again apply to any proposed sale by Landlord.

(25) **LANDLORD'S OPTION TO TERMINATE LEASE.** In the event Landlord receives an Offer to purchase all or part of the Premises and Tenant does not exercise its option to purchase as set out above, the Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term or any Option Term subject to the provisions of this paragraph. In order to exercise its option to terminate this Lease Agreement, Landlord shall give notice in writing to the Tenant no less than ninety (90) days in advance of the Landlord's intended termination of the Lease. Tenant shall vacate the Premises no later than 5:00 PM on the ninetieth day after receipt of a notice of termination of Lease from Landlord. The Landlord's option to terminate the Lease is conditioned upon Landlord's payment of a lease buyout to Tenant calculated as follows:

100% reimbursement to Tenant for any improvements Tenant has made within the initial two years of lease. The reimbursement percentage will decrease by 10% each year through the Lease Term and First Option Term.

(26) Approval of this Agreement by The Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind Purchaser to the terms and provisions hereof. Should Purchaser'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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands under seal on this the day and date indicated below.

LANDLORD:

Madison-McMullen Family, LLC

By: Deloris McMullen
Deloris McMullen

Its: Member

THE STATE OF ALABAMA §

TUSCALOOSA COUNTY §

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Deloris McMullen), whose name is signed as Member(title) of Madison-McMullen Family, LLC to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such Member , and with full authority, executed the same voluntarily on behalf of the Landlord.

Given under my hand and official seal this the 4 day of May, 2022.

Shayla W. Perry
NOTARY PUBLIC

My Commission Expires: 4/20/2026

IN WITNESS WHEREOF, the Parties have hereunto set their hands under seal on this the day and date indicated below.

TENANT:

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA,
a public corporation

By

Cheryl Mowdy
Assistant Vice President for Finance and Operations
The University of Alabama
Tuscaloosa, Alabama

THE STATE OF ALABAMA §

TUSCALOOSACOUNTY §

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 and Operations of the University of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she, as such Officer, and with full authority, executed the same voluntarily for and as the act of said Tenant.

Given under my hand and official seal this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A

A parcel of land located in the Fractional Section 35, and the Southeast Quarter of the Southwest Quarter of Section 26, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, and being more particularly described as follows: Begin at a point on the East right of way margin of Alabama Highway No. 69, said point lying 200 feet East of and at right angles to centerline of P.O.T. Station 393+00; thence run in a Southerly direction and along said East right of way margin for a distance of 329.11 feet to the Point of Intersection with the North boundary line of Lot 3 South Hampton, a plat of which is recorded in Plat Book 19, at Page 270 in the Office of Probate in Tuscaloosa County; thence with an interior angle right of 63 degrees 52 minutes 48 seconds, run in an Easterly direction and along the North boundary line of said Lot 3 for a distance of 253.46 feet to the Point of Intersection with the West right of way margin of Old Alabama Highway No. 69, said road also being known as the Old Greensboro Road; thence with an interior angel of 84 degrees 50 minutes 47 seconds to the chord, run in a Northerly direction and along the curving West margin of said Old Alabama Highway No. 69, said curve concave Northeastwardly and having a radius of 2904.79 feet, for a chord distance of 153.69 feet to the point of tangent, said point lying 40 feet West of and at right angles to centerline P.T. Station 415+48.80; thence with an interior angle right of 181 degrees 30 minutes 55 seconds from the chord, run in a Northerly direction and along said West margin for a distance of 150.69 feet to the Point of Intersection with the East right of way margin of said Alabama Highway No. 69, said point lying 40 feet West of and at right angles to centerline P.O.T. Station 417+00 on Old Alabama Highway No. 69; thence with an interior angle right of 88 degrees 20 minutes 09 seconds, run in a Southwestwardly direction and along said East right of way margin of Alabama Highway No. 69, for a distance of 85.57 feet to the POINT OF BEGINNING forming an inerior closure angle 121 degrees 25 minutes 21 seconds.

AMSTI FACILITY LEASE – 13414 HIGHWAY 69 SOUTH

SITE MAP



**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: Suntime South, LLC d/b/a Palm Beach Tan Commercial Lease Amendment

MEETING DATE: June 9-10, 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:

A handwritten signature in blue ink, appearing to read "Tim Leonard", with a stylized flourish underneath.

¹¹ Reference Tab 3U - Board Rule 415 Instructional Guide

May 4, 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 which provide information regarding a commercial lease amendment for Suntime South, LLC d/b/a Palm Beach Tan.

Please place this item on the agenda for the Physical Properties Committee meeting of the June 9-10, 2022 Board of Trustees meeting, and contact us if you have questions or need additional information.

Sincerely,



Stuart R. Bell
President

Enclosure



**EXECUTIVE SUMMARY
PROPOSED REAL ESTATE LEASE
BOARD OF TRUSTEES SUBMITTAL
MEETING DATE: JUNE 9-10, 2022**

CAMPUS: The University of Alabama

PROJECT NAME: Suntime South, LLC d/b/a Palm Beach Tan Commercial Lease Amendment

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
The Palm Beach Tan Lease was assumed as part of the purchase

PROJECT LOCATION: 1130 University Boulevard, Suite 5
Campus Drive and University Boulevard, Tuscaloosa, Alabama

LEGAL DESCRIPTION: 1130 University Boulevard, Suite 5 – see Attached Exhibit A

ACREAGE: 3,665 square feet

IMPROVEMENTS: None

CONSIDERATION:

- Tenant responsible for utilities, repairs and insurance
- 5-year lease option term plus one (5) year renewal option
- Rental amounts
 - Initial term at \$7,522.41 per month or \$24.63 psf for years 1-5; then increased to \$8,273.74 per month or \$27.09 psf for the remaining years 6-10

Executive Summary
Real Estate Amendment – Commercial Lease
Board of Trustees Submittal
Meeting Date: June 9-10, 2022

TERM OF LEASE: 5-year lease option term plus one (1) five (5) year renewal option
The terms of the original lease were assumed as part of the 2017 purchase of the University Town Center Property

LESSEE: Suntime South, LLC d/b/a Palm Beach Tan Commercial Lease

**JUSTIFICATION
FOR GROUND LEASE**

OF PROPERTY: The proposed use of the space will maintain 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 The Strip on University Boulevard. A commercial lease amendment to Suntime South, LLC d/b/a Palm Beach Tan will allow a modern, upscale facility that will improve and upgrade the mix of businesses on University Boulevard. The proposed lease amendment 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

EXHIBIT 1

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT OF LEASE ("Second Amendment") is dated as of _____, 2022, (the "Effective Date") by and between The Board of Trustees of The University of Alabama, a public corporation and constitutional Instrumentality of the State of Alabama, by and through the University of Alabama, Tuscaloosa, Alabama ("Landlord") and SunTime South, LLC, an Alabama limited liability company d/b/a Palm Beach Tan ("Tenant").

WITNESSETH

WHEREAS, Landlord's predecessor in interest and Tenant entered into that certain Lease Agreement dated on or about November 7, 2007 (the "Original Lease") which was amended or modified by a First Amendment to Lease Agreement dated on or about June 8, 2020, relating to approximately 3,665 of rentable square feet of area ("Premises") and being part of the shopping center commonly known as University Town Center located in Tuscaloosa, Alabama. Collectively, these documents as well as the terms and conditions upon which Tenant has agreed to be bound in connection with these Premises and the terms of this Second Amendment shall constitute the "Lease" as that term is used in this Second Amendment.

WHEREAS, the term of the Lease expires on January 31, 2023; and

WHEREAS Landlord and Tenant desire to extend the Term of the Lease and provide for the rental amounts to be paid during the Extension Period defined herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Landlord and Tenant agree that the Term of the Lease shall be extended for a five (5) year period commencing February 1, 2023 and expiring January 31, 2028 (the "Extension Period") and include one option for a five (5) year extension period commencing February 1, 2028 and expiring January 31, 2033 (the "Option Term"). No other options or extensions are available or granted to Tenant hereunder.
2. Commencing February 1, 2023 and continuing throughout the Extension Period, Tenant shall pay Landlord annual Minimum Due Rent in the amounts and for the periods set forth below. Minimum Rent shall have a one-time increase of ten percent (10%) at the beginning of the Option Term, if exercised by Tenant. Minimum Rent shall be payable in equal monthly installments on or before the first day of each succeeding calendar month.

<u>Period</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>	<u>Annual Rate Per Square Foot</u>
2/01/2023 - 1/31/2028	\$90,268.95	\$7,522.41	\$24.63
2/01/2028 - 1/31/2033	\$99,284.85	\$8,273.74	\$27.09

3. In addition to the Minimum Rent due during the Extension Period, as set forth in Paragraph 2 above, Tenant shall pay all items of Additional Rent and other charges required to be paid pursuant to the Lease during the Extension Period.
4. Notwithstanding anything to the contrary set forth in the Lease, Landlord's insurance may be procured and or carried through third party insurance companies, captive insurance companies, programs of self-insurance or blanket policies of insurance or any combination of the foregoing.
5. Tenant shall secure and/or maintain all insurance coverage as required under the Original Lease. Additional insured status shall be extended to the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives under Tenant's Commercial General Liability (CDG) insurance and Umbrella or Excess Liability coverage. Tenant shall provide a Certificate of Insurance, which shall include the following language extending additional insured status to the University and waiving subrogation/rights of recovery provisions to the University:

The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as additional insureds as respect to the Commercial General Liability and Umbrella or Excess Liability policies. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

6. Tenant hereby represents and warrants to Landlord that (a) no event of default by Landlord under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving notice, or both, would constitute an event of default by Landlord, (b) Tenant has no defenses as to the observance and performance by Tenant of any provision of the Lease and asserts no offsets, claims or counterclaims against Landlord, (c) Tenant is not in default under the Lease, and (d) Tenant is not in default, bankruptcy, or subject to any other proceedings or limitations that affect Tenant's authority or ability to agree to this Second Amendment.
7. Landlord's obligations hereunder are subject to the approval of this Second Amendment by the Board of Trustees of the University of Alabama by such resolution and actions as are necessary to bind Tenant to the terms and provisions hereof. Should Landlord's Board of Trustees not approve the lease extension contemplated by this Second Amendment, then this Second Amendment shall terminate, whereupon neither party shall have any further obligation to the other.
8. In the event Landlord redevelops the Premises during the Option Term, or during any subsequent option period agreed to by the Parties, Landlord shall have the option to either terminate this Lease, whereupon neither Party shall have any further obligation to the other, or relocate Tenant to a comparable commercial space without the consent of Tenant. If Landlord and Tenant cannot agree upon a relocation space either Landlord or Tenant may terminate the

Lease Agreement with a ninety (90) day written notification to the other Party, whereupon neither Party shall have any further obligation to the other.

9. Hereafter, "term of this Lease" or "Lease Term" or similar terms and phrases used in the Lease shall be deemed to include the Extension Period.
10. Notwithstanding any provisions to the contrary contained in the Lease, the following provisions shall govern any disputes or questions of law. Landlord 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, Landlord does not agree to indemnify or hold any person or party harmless from any claim. 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, 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 the Lease, Exhibits, Amendments, questions of immunity related to Landlord, and any disputes between the Parties. Any claim against Landlord must be made through the Alabama State Board of Adjustment. Exclusive jurisdiction of any claims against Landlord that are not barred by immunity or required to be made through the Alabama State Board of Adjustment shall lie in the Circuit Court of Tuscaloosa County or the United States District Court for the Northern District of Alabama, Western Division (Tuscaloosa). Any provisions of the Lease which may be considered a consent to suit or a waiver of immunity by Landlord are hereby stricken and rendered null and void.
11. Except as expressly modified herein, all of the provisions of the Lease are hereby ratified and confirmed and shall remain unmodified and in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first written above.

WITNESS:

LANDLORD:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

By:

Cheryl Mowdy
Assistant Vice President for Finance and
Operations
The University of Alabama, Tuscaloosa, AL

Formatted: Indent: First line: 0"

WITNESS:

TENANT:

SUNTIME SOUTH, LLC, an Alabama
limited liability company
d/b/a PALM BEACH TAN

By:

Chris Birdsong
Its: _____
Palm Beach Tan, Alabama Franchise

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.

SUNTIME SOUTH LLC d/b/a PALM BEACH TAN COMMERCIAL LEASE AMENDMENT

SITE MAP



SUNTIME SOUTH LLC d/b/a PALM BEACH TAN COMMERCIAL LEASE AMENDMENT

LOCATION MAP

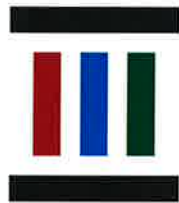


Football Operations Building								
Naming Opportunities for Consideration by Board of Trustees								
Donor	Space Type/Name	Requested Naming	Total Cost of Space	33% of Cost of Space	Approved Naming Value	Gift/Pledge Amount	40% of Pledge Amount	Amount Paid to Date
Bryant Turner Jr.	Locker	Bryant Turner Jr. "I am the master of my fate. I am the captain of my soul."	\$ 1,760	\$ 528	\$ 10,000	\$ 10,000	\$ 4,000	\$ 5,000
Jimmy Autrey	Locker	#54 Billy Autrey Center 2010-2013	\$ 1,760	\$ 528	\$ 10,000	\$ 10,000	\$ 4,000	\$ 4,000

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.

**JUNE 10, 2022
TUSCALOOSA, ALABAMA**

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STUDENT/FACULTY ACHIEVEMENTS

UA STUDENT EARNED HOLLINGS SCHOLARSHIP

Kittson Hamill of Huntsville is the recipient of the National Oceanic and Atmospheric Administration Ernest F. Hollings Undergraduate Scholarship. Hamill is a Randall Research Scholar and UA Honors College student majoring in computer science and physics, and minoring in Chinese and art. She conducts research on explainable artificial intelligence for modulating and decoding neuroplasticity in the Sensor-Accelerated Intelligent Learning, or SAIL, research lab under Dr. Jiaqi Gong.

UA CHOSEN FOR NEXT ROUND OF NATIONAL VEHICLE COMPETITION

Building on its success in two previous competitions, UA was selected as one of 15 North American institutions to participate in the EcoCAR EV Challenge. Students from across campus will be challenged to engineer a next-generation battery electric vehicle that deploys connected and autonomous vehicle features to implement energy efficient and customer-pleasing features while meeting the decarbonization goals of the automotive industry.

UA FACULTY SELECTED FOR FULBRIGHTS

Three UA faculty members were selected for Fulbright awards for educators: Dr. Cory Callahan, associate professor of secondary social studies education; Dr. Y. John

Kim, associate professor in the department of chemical and biological engineering; and Dr. George Daniels, associate professor in the department of journalism and creative media.

UA DANCE MARATHON SURPASSES \$2 MILLION MILESTONE FOR HOSPITAL

The UA Dance Marathon was honored by Children's of Alabama for donating more than \$2 million to the hospital since the student-led organization was created in 2011. UADM's growth and fundraising activities at the University are evident in the amount of time it took to reach the milestone. The organization reached the \$1 million mark in a seven-year period and raised an additional \$1 million in the four years that followed.

GERMAN GOVERNMENT HONORED LANGUAGE PROFESSOR

Dr. Thomas C. Fox was honored with the prestigious German American Friendship Award by the German government. It is one of the highest decorations bestowed by Germany on a non-citizen and recognizes career achievements and success in fostering German American relations. Fox is a professor in the department of modern languages and classics and is the director of UA's German program.

GOLDWATER SCHOLARSHIP WINNER FOR 2022-2023

Jules Bates, a Randall Research Scholar and UA Honors College student from Pace, Florida, studying chemical engineering is the 60th UA student to receive a scholarship from the prestigious Barry Goldwater Scholarship and Excellence in Education Program. Bates has worked under Dr. Y. John Kim, departmental undergraduate program director and associate professor of chemical and biological engineering, elucidating the best modes of neural stem cell therapy for treating neurological disorders such as epilepsy.

UA STUDENT RECEIVES CRITICAL LANGUAGE SCHOLARSHIP

Ben Borja, an international studies and political science double major, has received a Critical Language Scholarship to study Mandarin through an online program based in Dalian, China, this summer.

ENGINEERING PROFESSOR RECEIVED SEC ANNUAL AWARD

Dr. Ajay K. Agrawal, professor in the College of Engineering, was named the 2022 Southeastern Conference Faculty Achievement Award winner for UA. Agrawal has held the Robert F. Barfield Endowed Chair in Mechanical Engineering since 2005, and his research focuses on clean combustion to reduce the harmful effects of fuels for sustainable energy utilization, and it has influenced industries such as gas turbines, jet engines, diesel engines and industrial burners.

BALLROOM DANCE TEAM IMPRESSED AT FIRST NATIONAL COMPETITION

The UA Collegiate Ballroom Competition Team recently competed in its first national competition and brought home more than 20 top three finishes including 10 first place ribbons.

TEN UAB STUDENTS, ONE ALUM NAMED FULBRIGHT SEMIFINALISTS

Ten students and one alumnus from UAB have been named semifinalists in the 2022 Fulbright United States Student Program competition.

The Fulbright program is an immersive, educational and international exchange program. During their time abroad, scholars will live and work in their host country and share in the daily experiences of that culture.

A FAMILY AFFAIR: FROM NICU PATIENTS TO UAB ALUMNI

After spending 87 days in the NICU with her twin daughters, Tara Wood decided to pursue nursing. She is now an assistant professor at the UAB School of Nursing, and her daughters, Jade and Taylor, graduated from UAB in April 2022.

DUDEJA RECEIVES A \$2 MILLION GRANT FROM THE DEPARTMENT OF DEFENSE TO RESEARCH LIVER CANCER

Vikas Dudeja, M.D., director of the UAB Division of Surgical Oncology, has been listed as the principal investigator on a four-year \$2 million liver cancer research grant from the Department of Defense.

With this grant, Dudeja and his team are planning to study the bacterial signatures in the gut of patients with HCC to determine whether there are specific bacteria that can predict the recurrence of cancer after it has been removed surgically.

COLLEGE STUDENT DEFIES ALL ODDS TO GRADUATE AT UAB'S SPRING COMMENCEMENT

Defying odds has become the anthem of Matthew Leong's life, and he continued this theme by crossing the UAB commencement stage during the 2022 spring commencement ceremony.

Born at 24 weeks' gestation and weighing only 14 ounces, Leong's premature birth led to complications including retinopathy of prematurity, an abnormal blood vessel growth in the light-sensitive part of the eye that can lead to bleeding and scarring. This condition led to Leong's being blind in his left eye, but he was not going to let this stop him from going to college.

DANG'S ACCOMPLISHED UAB EXPERIENCE CULMINATES WITH PRESENTING AT POSTERS ON THE HILL

Derek Dang has accomplished a great deal in his four-year collegiate career at UAB. One of the accomplishments Dang is most proud of is his selection as one of just 60 college students from across the country to present his research to legislators at the Council on Undergraduate Research's Posters on the Hill research competition.

COLLEGE OF BUSINESS CYBERSECURITY CLUB PLACES SECOND IN REGIONAL EVENT

The National Security Agency's Cyber Games national competition involved securing information systems and completing practical challenges from many subdomains of cybersecurity. The UAH team competed against eleven other teams from NSA centers of academic excellence in cybersecurity in our region in their first year of participation.

ASSISTANT PROFESSOR WINS ALABAMA LEAGUE NURSING AWARD

Dr. Monica Beck, Assistant Professor of Nursing, won the prestigious Alabama League for Nursing Lamplighter Award. The Lamplighter Award recognizes individuals for their exemplary contributions to the nursing profession.

STUDENTS RECEIVE PRESTIGIOUS FELLOWSHIPS

Atmospheric and Earth Science Honors student Emily Wisinski received the Barry Goldwater Scholarship to research hail damage across the Great Plains and Midwest. Aerospace engineering student Declan Brick received an NSF graduate research fellowship to pursue a Ph.D. in computational plasma propulsion at the University of Michigan.

CAHS PROFESSOR WINS FULBRIGHT FELLOWSHIP

Chris Taylor, professor of sculpture in the Department of Art, Art History, and Design, will be researching soccer

culture in Uruguay. This work with the University of the Republic's National School of Fine Arts will lead to an exhibition scheduled for 2024.

ADVANCES IN RESEARCH

A NOVEL THERAPY AMELIORATES OBESITY AND TYPE 2 DIABETES IN MICE FED A HIGH-FAT DIET

A novel therapy developed at UAB ameliorates obesity and Type 2 diabetes in mice fed a high-fat diet. The therapy acts through sustained release of nitric oxide, a gaseous signaling chemical whose most important function in the body is relaxing the inner muscles of blood vessels.

This study, published in the journal ACS Applied Materials & Interfaces, used an ingenious self-assembling, nanomatrix gel capable of releasing a burst of nitric oxide in the first 24 hours, followed by sustained nitric oxide release for four weeks.

UAB JOINS INTERNATIONAL DRUG TRIAL FOR ALS

Investigators at UAB are enrolling patients in an international trial of a promising new drug for amyotrophic lateral sclerosis, or ALS. Preliminary studies reported last year indicate the drug, masitinib, may help prolong overall survival by up to two years.

The new international study will enroll more than 400 patients from countries around the world. UAB will enroll 12-15 individuals with mild, early symptoms of ALS, a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord.

SIMILAR RATES OF COVID- RELATED ACUTE KIDNEY INJURY FOUND IN EARLY ADOLESCENTS AND OLDER ADULTS, STUDY SHOWS

Acute kidney injury is increasingly recognized as a significant complication caused by COVID-19 infection.

Researchers from UAB and Children's of Alabama studied the epidemiology of coronavirus-related AKI and discovered peaks in AKI in early adolescents and adults older than 60.

STUDY SHOWS GREATER INCREASE IN DEPRESSION AND ANXIETY IN MINORITIES DURING THE PANDEMIC

In 2020, the United States saw increases in both hospitalizations and unemployment rates due to the COVID-19 pandemic. There was also an increase in the number of Americans who experienced depression or anxiety. However, researchers from UAB show these rates were the most prevalent in the Black, Hispanic and Asian communities.

SPACE HARDWARE CLUB QUALIFIES FOR FINALS IN WORLD'S PREMIERE ROBOTICS COMPETITION

A four-function robotic rover developed for use on Mars by a Space Hardware Club team has qualified for the University Rover Challenge (URC) finals on the strength of a perfect score in the science category for its URC System Acceptance Review. Outfitted with a dexterous main arm, the rover is equipped with the necessary systems to detect life. The URC, a project of The Mars Society, challenges student teams to design and build the next generation of Mars rovers that will work alongside astronauts exploring the red planet.

UAH COLLEGE OF SCIENCE PROFESSORS FUNDED TO RESEARCH SOLAR PARTICLES

Dr. Gang Li, Professor, and Dr. Ying Zou, Assistant Professor, in the Department of Space Science have won a

four-year NSF grant totaling \$1,132,855 to pursue: "ANSWERS: Understanding and Forecasting Solar Energetic Particles in the Inner Solar System and Earth's Magnetosphere."

EQUITABLE CARE PATH REDUCES DISPARITY IN SPORT- RELATED CONCUSSIONS

While previous work indicated Black patients of sports-related concussions suffer worse outcomes and receive lesser-quality care, a new study involving UA showed racial disparity is greatly reduced with equitable resources and established care paths. Athletic trainers were also shown to be integral to the care pathway and may help to reduce disparities in treatment of sport-related concussions, or SRC, according to the study "Health Care Navigation of Black and White Adolescents After Sport-Related Concussion: A Path Towards Achieving Health Equity."

COMPANY LICENSED UA TECH TO IMPROVE CONCRETE, REDUCE EMISSIONS

An innovation developed in a UA engineering lab will help a Canadian company improve its solution to reduce emissions of a harmful greenhouse gas created by concrete production. The company has licensed patented technology developed in the lab of Dr. Jialai Wang, professor of civil, construction and environmental engineering, to help reduce emissions of carbon dioxide, a gas contributing to global warming, in its manufacturing process.

WANT TO BE HAPPIER? PLAN A VACATION

Dr. Jameson Hayes, associate professor and director of UA's Public Opinion Lab, along with Jay Waters, an

instructor in advertising and public relations, recently completed a research study in collaboration with the 30A Company, a beach media and lifestyle brand in Santa Rosa Beach, Florida. The data gathered by Hayes and Waters suggests looking forward to a future vacation makes people happier and is essential to mental well-being.

HEALTH HAZARD REMEDICATION IN BLACK BELT

UA SafeState and the Alabama Life Research Institute are managing a \$2 million Healthy Homes Production Grant, jointly awarded to the Alabama Department of Public Health from the U.S. Department of Housing and Urban Development. The grant will help SafeState remove environmental and safety hazards from some of Alabama's vulnerable and underserved communities. The Healthy Homes and Healthy Communities in the Black Belt Region of Alabama program will target approximately 150 low-income homes to identify and provide solutions for environmental hazards like indoor air quality, mold and moisture, pests, carbon monoxide, lead-based paint, asbestos and radon, as well as general safety hazards like indoor and outdoor structural issues.

TRUST IN SCIENCE PREDICTS PANDEMIC COMPLIANCE

Trust in the scientific research community is the best predictor of a person's compliance with public health measures intended to prevent COVID-19, according to a UA study. Examining survey responses from more than 14,000 people across 35 countries, trust in the scientific research community stood out as the best predictor of vaccine intent and compliance with other measures such as face coverings, according to a published

paper in *Epidemiology & Infection*. The findings suggest promoting trust in science through science education and communication is likely necessary to address social divisions over the COVID-19 public health guidelines, said Dr. Hyemin Han, UA associate professor of educational psychology who conducted the analysis.

NEWS ABOUT DEVELOPMENT

Mr. and Mrs. Ray (Libby) Jones have donated real property valued as follows to the UAH Foundation as an unrestricted gift:

44.443 LLC Units of Lowe Jones
Blue Properties \$ 841,255.04

44.443 LLC Units of Madison
Memphis Properties 1,164,183.00

44-444 LLC Units of Westlake
Development Properties
2,905,159.00

Bryant Bank has given \$100,000 to support the newly established Bryant Bank UAH Business College Support Fund.

Mr. and Mrs. Brad (Stacey) Hill have contributed \$40,000 to the UAH Athletics Track and Field Program.

Regions Bank has donated \$30,000 to the College of Business to support its Financial Wellness Program.

UA BROKE GROUND ON BRYCE MAIN BUILDING AND RANDALL WELCOME CENTER

Construction is underway for the new home of UA Undergraduate Admissions, which will be named the Catherine and Pettus Randall Welcome Center, pending approval by The University of Alabama System Board of Trustees. The Randall Welcome Center is named in honor of the late Pettus Randall and his wife, Dr. Catherine J. Randall. A

ceremonial groundbreaking was held for the Bryce Main building and the Catherine and Pettus Randall Welcome Center on April 1. The 15,000-square-foot Randall Welcome Center, housed in Bryce Main, will include an area for prospective students to gather for campus tours, a lounge, a theater and UA Admissions offices.

BAMA BLITZ RAISED \$6.1 MILLION

UA raised more funds than ever during its 2022 annual giving days, Bama Blitz. Alumni and supporters contributed 1,329 gifts totaling more than \$6.1 million during the crowdfunded, social-media-driven campaign, surpassing the previous record of \$3.6 million.

SUPPORT FOR PATHOLOGY RESIDENTS

Dr. Stephen E. Brousette has made a commitment of \$25,000 to support an annual award in the Department of Pathology Residency Program. The Stephen E. Brousette, M.D., Ph.D., Endowed Resident Program Support Fund will support professional development, travel and other expenses related to the residency program and give to a resident who demonstrates exemplary professionalism, compassionate care, initiative, work ethic, scholarly activity and leadership.

ENDOWMENT TO HONOR DR. KEITH LLOYD

Dr. Dean G. Assimos is the lead donor for the Keith Lloyd, M.D.,

Resident Meeting Endowed Support Fund. This endowment will honor Dr. Lloyd's retirement and his outstanding service to UAB and the field of urology by supporting resident education and training.

**PLANNED GIFT TO SUPPORT
DIABETES RESEARCH**

Delores and Donnie Bush have committed a testamentary gift to establish the William Arthur Duncan Endowed Support Fund for Diabetes Research. This gift will be used to provide financial support research focused on Type 1 diabetes research in the Comprehensive Diabetes Center.

CONFERENCE/SYMPOSIA/PROGRAMS

LILLY LEDBETTER SHARES THE JOURNEY THAT LED TO HER EPONYMOUS FAIR PAY ACT

At a recent College of Business event, Lilly Ledbetter shared her personal experience with unequal pay. Her speech highlighted key events in her journey, from the moment she learned she had been underpaid for 19 years to appearing in the Supreme Court to getting the Lilly Ledbetter Fair Pay Act signed into law.

UAB ARTS IN MEDICINE PRESENTED FIFTH ANNUAL MEDICAL MUSIC DAY ON MAY 19

Performances started at 10 a.m. in UAB Hospital's North Pavilion second-floor atrium and on the first floor of The Kirklin Clinic. Musical members of the UAB Medicine community filled the guest areas with the sounds of singing, piano, flute, guitar, violin, trumpet, saxophone and more throughout the day.

HELP FUND YOUNG CANCER RESEARCHERS AT THE O'NEAL COMPREHENSIVE CANCER CENTER'S 15TH ANNUAL FIESTA BALL, MAY 5

The Young Supporters Board of the O'Neal Comprehensive Cancer Center at UAB presented Fiesta Ball 2022, an evening with live music by Livewire, fiesta-themed food by Happy Catering and a silent auction Thursday, May 5.

The fun event, now in its 15th year, benefits young cancer researchers at UAB by providing

funding to jump-start their research, with the goal of leveraging their findings to compete for additional federal grants.

UAB MEDICINE AND UNITED ABILITY TO HOST EVENT OFFERING STRATEGIES FOR PEOPLE WITH DISABILITIES AS THEY TRANSITION TO ADULTHOOD

Transitioning from pediatric to adult health care can be a difficult experience for individuals who have complex or chronic medical conditions. To help ease the transition, UAB and United Ability hosted the Staging Transition for Every Patient program event on Saturday, May 7, at the United Ability's LINCPoint Adult Program Building.

At this event, patients and their caregivers learned more about UAB Medicine's STEP program, which helps people with ongoing medical issues move from pediatric to adult health care.

MENTAL HEALTH DISCUSSION ON HIGH-STAKES PERFORMANCE ANXIETY WAS APRIL 18

For a Virtual Mental Health Monday, UAB Arts in Medicine presented two experts to provide insight into what happens physically and mentally surrounding a high-stakes performance and how performers of all types can address performance anxiety.

BAMA BUG FEST RETURNED

Bama Bug Fest returned in person to celebrate the diversity and benefits of arthropods at the Alabama Museum of Natural History. Bama Bug Fest attendees enjoyed seeing insects create works of art, cheering on cockroaches at the tractor pull races, attending story time with the Tuscaloosa Public Library and participating in fun activities at educational tables.

DR. AUTHERINE LUCY FOSTER MEMORIAL SERVICE

The University of Alabama hosted a memorial service for Dr. Autherine Lucy Foster Thursday, March 24, in Foster Auditorium. The service was open to all who wanted to honor the civil rights pioneer. Denny Chimes rang in her honor at 12:30 and 4 p.m. on the day of the service.

WOMEN IN BUSINESS CONFERENCE

Hosted by the Culverhouse College of Business Office of Diversity, Equity and Inclusion, the inaugural Women in Business Conference featured topics and perspectives to benefit women at all career levels. The conference also featured an overview of the Culverhouse Women's Initiative by Dr. James King, Culverhouse associate dean of diversity, equity, and inclusion, and a panel of Culverhouse professors showcasing the implications of research on women in leadership.

CAMPUS HIGHLIGHTS

WATTS ADDRESSED WELL-BEING AS A CAMPUS PRIORITY ON INTERNATIONAL PANEL

President Ray Watts is among senior leaders in higher education who presented on ways in which campuses worldwide can mobilize to address complex issues during the International Health Promoting Campuses Symposium.

Joining Watts on this panel were Santa Ono, president of The University of British Columbia, and Pamela Gillies, principal and vice chancellor of Glasgow Caledonian University. These institutions, like UAB, are signatories to the Okanagan Charter: An International Charter for Health Promoting Universities and Colleges. UAB was the first American university to adopt the charter.

COMPUTER SCIENCE ENROLLMENT SOARS, POWERED BY HOT JOB MARKET

There are more students than ever in the UAB Department of Computer Science. In spring 2016, there were 220 students enrolled — 175 undergraduates and 45 graduate students. By spring 2022, there were 920 — 568 undergraduates and 362 graduate students, enrolled across four undergraduate and four graduate programs. That is a 318% increase over six years.

UAB'S SALES CERTIFICATE PROGRAM NAMED ONE OF BEST IN U.S.

The Professional Sales Certificate Program in UAB's Collat School of Business has again been

recognized as a "Top University Sales Program" by the Sales Education Foundation for 2022. The recognition appears in the foundation's 2022 Annual SEF magazine.

The program focuses on business-to-business sales situations, providing students with a strong knowledge of how to be effective when selling in business markets.

NURSE-MIDWIFERY PROGRAM RETURNS TO UAB

Continuing its mission to address nursing workforce needs and to improve health across all communities, the UAB School of Nursing announced the return of the nurse-midwifery specialty track in its Master of Science in nursing program. It is the only nurse-midwifery pathway offered in the state, and one of only a few offered in the Southeastern United States.

UAB will admit its first cohort of students to the nurse-midwifery track in fall 2022. Students will be equipped to manage the obstetrical and gynecological care that make up the reproductive health of women as well as the care of their infants in the first days of their lives.

UAH PROFESSOR LEADS INAUGURAL HUNTSVILLE HUMAN RIGHTS FILM FESTIVAL

The event was led by Dr. Noelle Hunter, Lecturer in Political Science, and occurred on the UAH campus. This free event elevated environmental and social justice themes through documentaries, feature-length films, guest speakers, artists, and musical performances.

Funding was provided by the UAH Humanities Center, the Office of Diversity, Equity, and Inclusion, the Office of Student Life, North Alabama School for Organizers, Southern Fried Film Festival, and North Alabama Standing Up for Racial Justice.

SPACE HARDWARE CLUB CONNECTS MIDDLE SCHOOL STUDENTS TO THE INTERNATIONAL SPACE STATION

Eight area sixth and eighth graders placed a long-distance call to lower Earth orbit when they dialed up the International Space Station (ISS) via ham radio on April 7. The students got a rare live interview with the ISS astronauts from the SHC Communications Lab in the UAH Engineering Building, courtesy of a Space Hardware Club (SHC) team at The University of Alabama in Huntsville (UAH) and the Amateur Radio on the International Space Station (ARISS) program.

PARTNERSHIP PROVIDES UNPRECEDENTED ACCESS TO CYBERSECURITY FOR ARMY JROTC STUDENTS

The Center for Cybersecurity Research & Education's curriculum team at UAH, in partnership with SAIC, Deloitte, and Army JROTC Cadet Command, hosted the official kickoff event for the U.S. Army JROTC Cyber program. The academic program will start this fall and provide new Science, Technology, Engineering, and Mathematics opportunities in our nation's high schools and introduce students to cybersecurity.

UA LEAVES NEARLY \$2.8 BILLION IMPACT ON ECONOMY

UA's economic impact on the state approached \$2.8 billion during the 2019-2020 academic year, meaning each dollar in state appropriations for UA translated to more than \$15 returned to the economy, according to an economic analysis. The latest UA economic impact report conducted by the Center for Business and Economic Research in the UA Culverhouse College of Business also projects the graduates of the 2019-2020 class will pay over \$1 billion in additional state income and sales taxes than they would have without a degree from the University. Alabama will realize a nearly 12% annual rate of return on its investment in those graduates, according to the report.

UA AWARDED \$360 MILLION TO LEAD NATIONAL WATER EFFORT

The award from the National Oceanic and Atmospheric Administration, the largest external award in UA's history, will be administered by the Alabama Water Institute and acknowledges UA's commitment to make water a signature research and academic focus. The effort establishes the Cooperative Institute for Research to Operations in Hydrology, or CIROH. Headquartered at AWI, CIROH consists of a consortium of 28 academic institutions, non-profit organizations and government and industry partners bringing together a powerful team of hydrologic researchers across the United States and Canada. They will develop and deliver national hydrological

analyses, forecast information, data, guidance and equitable decision-support services to inform essential emergency management and water resources decisions.

UA PRESENTED GRAY WITH HONORARY DOCTOR OF LAWS DEGREE

UA presented civil rights pioneer and attorney Fred David Gray with an Honorary Doctor of Laws Degree during the School of Law commencement ceremony May 8. As one of the most prolific civil rights lawyers in the history of Alabama and the United States, Gray successfully represented Vivian Malone and James Hood in their quest to enroll at UA in 1963, playing an indispensable role in the legal desegregation of public education not only in Alabama, but throughout the United States. Among the many others whom he represented during his career were plaintiffs in the Montgomery Bus Boycott, Dr. Martin Luther King Jr., participants in the Selma March, and participants and families in the Tuskegee Syphilis Study class-action lawsuit.

WHEELCHAIR TENNIS TEAM WON 7TH NATIONAL CHAMPIONSHIP

The Crimson Tide Wheelchair Tennis team defeated San Diego State at the U.S. Tennis Association Collegiate National Championships, winning its sixth consecutive national championship and seventh in program history.

HENDERSON NAMED DEAN OF COLLEGE OF ENGINEERING

Dr. Clifford L. Henderson has been named the next dean of The University of Alabama College of Engineering and will begin his tenure Aug. 1. Henderson comes to UA from the University of South Florida after spending five years as a professor and chair of the department of chemical, biological and materials engineering. Prior to moving to USF, Henderson spent more than 18 years at the Georgia Institute of Technology in the School of Chemical and Biomolecular Engineering where he was professor and Glen Wright Senior Faculty Fellow before his departure at the end of 2016.

JONES NAMED DEAN OF STUDENTS

Dr. Stacy L. Jones was named the new dean of students after serving as interim dean since August 2020. Jones has served as a student affairs practitioner at UA for more than 28 years. As dean of students, she will continue to provide leadership for Student Conduct, Veteran and Military Affairs, Mentoring and Resiliency, Student Care and Well-Being, and Off Campus Resources.

UA, STILLMAN SIGNED GRADUATE PATHWAYS AGREEMENT

UA President Stuart R. Bell and Stillman College President Cynthia Warrick signed a memorandum of understanding that allows Stillman students, under particular conditions, to potentially take graduate-level courses at UA during their senior year, participate in early advising and immersion

programs, and eventually matriculate to graduate school. The program framework and curricula are being developed through UA's Graduate School and participating departments across campus. Key components of the program will potentially include fully funded graduate assistantships, research-focused summer programs, early advising and accelerated master's programs.

WOMEN'S WHEELCHAIR BASKETBALL WON 8TH NATIONAL CHAMPIONSHIP

The UA Women's Wheelchair Basketball team defeated Illinois 50-48 on a buzzer beater at the National Intercollegiate Wheelchair Basketball Championship tournament March 19. The victory marks the eighth overall and third consecutive national championship for the team.

UA AMONG TOP 10 MILITARY FRIENDLY SCHOOLS

As a leader in educating and supporting students who are current or former members of the armed services, UA has been ranked among the top 10 Military Friendly® Schools for 2022-2023. Institutions earning the Military Friendly® School designation are evaluated using public data as well as surveys from more than 1,800 participating institutions and input from student veterans.

RETIREMENTS/DEATHS

UAH

Retirements:

Amy Bowman, Senior Lecturer, Mathematical Sciences
 Bonnie Caldwell, Principal research Scientist IV, Step 3, Systems Management and Production Center
 Jill Casey, Application Systems Administrator, Office of Information Technology
 Sherry Harrison, Research Associate IV, Step 2, Information Technology and Systems Center
 Kathryn Hosch, Senior Associate Director, Professional & Continuing Studies
 Raymond Rains, Jr., Principal Research Scientist VI, Step 4, Systems Management and Production Center
 Bonnie Sneed, Associate Professor, Music Department
 Laura Taube, Assistant Athletic Director, Internal Operations/Senior Women's Administrator
 Della West, Budget Analyst, Optics Director
 Paul Youngblood, Lead Systems Programmer, Office of Information Technology

Deaths:

None

UA

Retirements:

Darrell A. Brandt, Staff, Central Receiving
 Mara Jo Burroughs, Staff, Athletics
 Lesley E. Campbell, Staff, Graduate School
 John Chambers, Staff, Graduate School
 Dennis R. Connell, Staff, Athletics
 Rebecca Copeland, Staff, Law School
 Elizabeth Fuller, Staff, UMC/Resident Clinic
 Shirley E. Jeffcoat, Staff, Business Administration
 Rachael Jones, Staff, College of Communication and Information Sciences
 Michelle L'Etang, Staff, Tax Office
 Amy Montgomery, Staff, Brewer-Porch Children's Center
 Craig Oliver, Staff, Housekeeping
 Nathan A. Ramy, Staff, Electrical Maintenance

Kevin L. Ray, Staff, University Libraries
 Rusty W. Romine, Staff, UAPD
 Carolyn Rogers, Staff, Capstone International Center
 Janet E. Stokes, Staff, Facility Custodial
 Brenda Vaughan, Staff, Tide Pride
 Warren D. Williams, Staff, Brewer-Porch Children's Hospital
 Anthony Winston, Staff, Capstone Center for Student Success
 Elvira F. Winters, Staff, Culverhouse College of Business

Deaths

Nelle L. Douglas, Retired Staff, University Child Care
 Dr. Howard N. Jones, Retired Faculty, History
 Thelma Marchant, Retired Staff, Supply Store
 Lillie Palmer, Retired Staff, Undergraduate Admissions

UAB

Retirements:

Rita Armitage, Assistant Professor, Ophthalmology
 Deborah Barber, Manager-Clinical Research Administration, Neurology Chair Office
 Steffane Battle, Assistant Professor, Pediatrics MD, Huntsville Medicine-Pediatrics Program
 Asim Bej, Professor, Biology
 April Boyd, Office Associate II, Dept of Medical Education
 Bryan Bramblett, RN, Medical Nursing
 Sylvia Britt, Assistant Professor Nursing (With Doctorate), Nursing Family, Community & Health Systems
 Brenda Brown, Office Associate II, Medicine-Cardiovascular Disease
 Deborah Brown, Manager-Hospital Accounting, Financial Management-Hospital
 Patricia Brown, Clinical Assistant, OB/GYN-Maternal & Fetal Medicine
 Julie Burge, Education Coordinator, Department of Medicine Chair Office
 William Carroll, Professor/Chairman, Otolaryngology Chair Office
 Bette Chamblin, IT Services Consultant-School of Medicine, OB/GYN Chair Office
 Lorelei Cissell, System Analyst-Clinical, Huntsville Clinic-General
 Virgil Collie, Environmental Services Specialist-Campus, Building Services
 Connie Collins-Holland, RN, Resource Management Systems
 Jerry Crowe, Painter, Campus Maintenance
 Cassandra Cummings, Administrative Supervisor, Anatomic Pathology
 Della Daniel, Administrative Supervisor, Biostatistics
 Dollie Dawson, Environmental Services Specialist-Campus, Building Services
 Carolyn Dill, Financial Assistant, Office of Assistant VP Student Experience
 Mitchell Dyer, Elevator Mechanic, Elevator Maintenance
 Audrey East, Financial Officer III, Medicine-Preventive Medicine

Janatha Grant, Advanced Practice Provider-Research, OB/GYN Maternal & Fetal Medicine

Grace Grau, Assistant Professor Nursing (With Doctorate), Nursing Acute, Chronic & Continuing Care

Ramona Hicks, Program Director II, School of Medicine-Montgomery

Rebecca Hollingsworth, RN, Resource Management Systems

Paige Ingle-Pang, Counselor Substance Abuse III, Medicine-Infectious Diseases

Alesia Jones, Chief Human Resources Officer, Office of Chief Human Resources Officer

Arthur Lee, Environmental Services Specialist-Hospital, Environmental Services

Karen Lee, RN, Nursing Services-UAB Highlands

George Liber, Professor, History

Patricia Lyons, RN-Transplant Coordinator, Bone Marrow Transplant Support

Ivory Martin, Environmental Services Specialist-Campus, Building Services

Phyllis Martin, RN, Medical Nursing

Danny Matlock, Instrument and Control Mechanic, Building Automation & Controls

Debra McAdory, Unit Secretary, Nursing Services-UAB Highlands

Philip McArdle, Professor Anesthesiology MD, Anesthesiology Chair Office

Bruce McComiskey, Professor, English

Lori McMahon Wakefield, Dean of The Graduate School, Graduate School Dean's Office

Moon Nahm, Professor, Medicine-Pulmonary/Allergy/Critical Care

DeBorrah Noland, Grants & Contracts Award Analyst, Office of Sponsored Programs

Bobbie Owens, Patient Care Technician, Rehabilitation Nursing Services

Kip Phillips, Program Director III, Biostatistics

Angelin Price, Accounts Manager, Student Account

Brian Purcell, General Mechanic, Hospital Maintenance

Elizabeth Rabun, Program Manager II, Surgery-General Surgery Oncology Section

Jennifer Rainier, Reimbursement Clinical/Coordinator, Critical Care Transport

David Redden, Professor/Chairman, Biostatistics

John Sandefur, Manager-Applications Architect II-Enterprise, Health System Information Services

Kristina Sinclair, JHS Administrative Director II, Microbiology

Terence Smith, Health Information Management Technician II, Health Information Management

Darryl Sparks, General Mechanic, Hospital Maintenance

Robin Steele, Clinical Database Manager II, OB/GYN-Maternal & Fetal Medicine

Brian Sullivan, Painter, Hospital Maintenance

Chuanxi Sun, Researcher III, Medicine-Nephrology

Vicki Thomas-Forte, Program Manager I, Psychology

Glenn Trammell, RN, Emergency Services Trauma/Burns

Preston Varden, Medical Technologist Lead, Labs-Hospital

Robert Varner, Professor OB/GYN MD, OB/GYN-Women's Pelvic Medicine & Reconstructive Surgery

Jon Vice, Associate Professor, Health Services Administration Chair Office

Sergey Vyazovkin, Professor, Chemistry
Angellia Walker, RN-Professor, Development Specialist, Nursing Services
John Walker, Electrician, Campus Maintenance
Roderick Wilkins, Captain, University Police
Valorie Williams, Supervisor-Materials Management-Huntsville, Huntsville Medical
Programs-General
Laticia Woodruff, Clinical Research Nurse Coordinator III, DOM Research Unit

Deaths:

Katie Barron, PRE-ORACLE
Charles Broome, General Mechanic, Campus Maintenance
Barbara Collum, PRE-ORACLE
Arthurene James, Administrative Associate, Health System Information Services
Jennifer Jernigan-Vines, RN, Center for Psychiatric Medicine
Steven Morrow, RN, Transplant & General Surgical Services
Harold Myers, Network Technician III-Enterprise, Telecommunications Services
Keith Roland, Police Officer, University Police