AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
12:50 p.m., Thursday, August 21, 2014**
Claiborne Building Conference Center
Room 136A-B, “Thomas Jefferson Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. David Guidry, Chair
Mr. John Condos, Vice Chair
Mr. Andre Coudrain
Mr. John LeTard
Mr. Jimmy Long
Mr. Mark Romero
Mr. Carl Shetler

A. Call to Order

B. Roll Call

C. Approval of Minutes of June 27, 2014 Committee Meeting

D. Consent Agenda:

  Board Agenda Item F.1.

Southeastern Louisiana University’s request for approval to demolish Southeastern Hall.

  Board Agenda Item F.2.

Southeastern Louisiana University’s request for approval to sell property located at 611 North Pine Street, Hammond, Louisiana, the “Heyward Gibbes Hill House.”

  Board Agenda Item F.3.

Southeastern Louisiana University’s request for approval to sell property located just south of the main campus, the “Dameron House.”
Board Agenda Item F.5.

University of Louisiana at Monroe’s request for approval to name the new baseball hitting facility the “Charles Mock Hitting Facility.”

E. Discussion/Action:

Board Agenda Item F.4.

University of Louisiana at Monroe’s request for approval of the Organizational Row Development and standardized lease.

Board Agenda Item F.6.

University of Louisiana System’s request for approval of Fiscal Year 2015-16 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

F. Other Business

G. Adjournment
Consent Agenda Items
Item F.1. Southeastern Louisiana University’s request for approval to demolish Southeastern Hall.

EXECUTIVE SUMMARY

Southeastern Hall was constructed in 1949 and is located at 203 Azalea Circle off of North Oak Street. This building has not received any major renovations and its overall condition is poor and in need of extensive repairs. It was constructed as a dormitory and the configuration does not adapt to other space needs.

The demolition of this building is consistent with the long-term Facility Master Plan for the University. It currently sits in the footprint of the planned Computer Science & Technology Facility Project.

The estimated cost to demolish Southeastern Hall is $230,000 which will be funded from the Computer Science & Technology Facility Project. The facility was included on the project list of the 2014-15 Capital Outlay budget approved during the 2014 Regular Session of the Louisiana Legislature. The University anticipates final approval and funding to be secured in the current fiscal year at which time construction will begin.

Please see the attached summaries and photos describing and depicting the condition of the facilities, and the justification for demolition and removal.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to demolish Southeastern Hall.
July 31, 2014

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Re: Southeastern Hall Demolition

Dear Dr. Woodley:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of Southeastern Hall. This building was constructed in 1949 and is located at 203 Azalea Circle off of North Oak Street. Southeastern Hall has not received any major renovations and its overall condition is poor and in need of extensive repairs. It was constructed as a dormitory and the configuration does not adapt to other space needs. It has no architectural or historical significance and the cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction.

The demolition of this building is consistent with the long-term Facility Master Plan for the University. It currently sits in the footprint of the planned Computer Science & Technology Facility Project #19-634-07B-02, Part 01. The facility was included on the project list of the 2014-2015 Capital Outlay budget approved during the 2014 Regular Session of the Louisiana Legislature. The University anticipates final approval and funding to be secured in the current fiscal year at which time construction will begin.

Please place this item on the agenda for the August 22, 2014 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President
1. The building sits in the footprint of the proposed and planned Computer Science & Technology Facility Project #19-634-07B-02, Part 01 and needs to come down for construction to begin.
2. This building was constructed in 1949 as a dormitory. The facility has not received any major renovations.
3. The overall condition of the building is poor. It is in need of extensive repairs.
4. The cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction. The building has no architectural or historical significance and could be more of a liability as a life safety hazard.
5. I recommend complete demolition.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 22, 2014

Item F.2. Southeastern Louisiana University’s request for approval to sell property located at 611 North Pine Street, Hammond, Louisiana, the “Heyward Gibbes Hill House.”

EXECUTIVE SUMMARY

The University is requesting Board approval to sell property located at 611 North Pine Street, Hammond, Louisiana, the “Heyward Gibbes Hill House.” The property was acquired through an Act of Donation in 1963. It consists of a lot of ground measuring 150’ x 150’ and includes a dwelling constructed in 1920. It is located just south of the main campus in a prime residential area.

The property was last used by the University in 2010. For various reasons, including financial constraints, the property has not received any major renovations and its overall condition is poor and in need of extensive repairs. Additionally, its location in a residential area significantly limits its usefulness to the University.

The proceeds from this sale would be placed in the University’s Plant Fund to provide future facility improvements on the Southeastern Campus. The University is in the process of securing an appraisal of this property that would be forwarded to the System Office once received.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to sell property located at 611 North Pine Street, Hammond, Louisiana, the “Heyward Gibbes Hill House.”

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or President of Southeastern Louisiana University are hereby designated and authorized to execute any and all documents necessary to execute said land sale.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
July 31, 2014

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana  70802

Re: Sale of Heyward Gibbes Hill House

Dear Dr. Woodley:

Southeastern Louisiana University requests permission from the Board of Supervisors for the sale of a piece of property in accordance with Louisiana Law. The property was acquired through an Act of Donation in 1963. It consists of a lot of ground measuring 150′ x 150′ and includes a dwelling constructed in 1920. The property is located at 611 North Pine Street in Hammond, Louisiana. It is located just south of the main campus in a prime residential area.

The property was last used by the University in 2010. For various reasons, including financial constraints, the property has not received any major renovations and its overall condition is poor and in need of extensive repairs. Additionally, its location in a residential area significantly limits its usefulness to the University.

The proceeds from this sale would be placed in the University’s Plant Fund to provide future facility improvements on the Southeastern Campus. The University is in the process of securing an appraisal of this property that would be forwarded to the System Office once received.

Please place this item on the agenda for the August 22, 2014 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 22, 2014

Item F.3. Southeastern Louisiana University’s request for approval to sell a piece of property located just south of the main campus, the “Dameron House.”

EXECUTIVE SUMMARY

The University is requesting Board approval to sell property located just south of the main campus, the “Dameron House.” On September 11, 1985, Southeastern acquired the property through an Act of Donation. The property consists of a lot of ground measuring 150’x150’ being the “SE/4 of Block 21, Hyer Survey, City of Hammond, including the Circa 1880’s Dameron House.”

The property has not received any major renovations and its overall condition is poor and in need of extensive repairs. Additionally, its location in a residential area significantly limits its usefulness to the University. Proceeds from the land sale will be placed into the University’s Plant Fund to provide for future facility improvements on Southeastern’s campus. The University is in the process of securing an appraisal of this property that will be forwarded to the System Office once received.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to sell a piece of property located just south of the main campus, the “Dameron House.”

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System, and/or the President of Southeastern Louisiana University are hereby designated and authorized to execute any and all documents necessary to execute said land sale.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
July 31, 2014

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Re: Sale of Dameron House

Dear Dr. Woodley:

Southeastern Louisiana University requests permission from the Board of Supervisors for the sale of a piece of property in accordance with Louisiana Law. On September 11, 1985, Southeastern Louisiana University acquired the property through an Act of Donation. The property consists of a lot of ground measuring 150’ x 150’ being the “SE/4 of Block 21, Hyer Survey, City of Hammond, including the Circa 1880’s Dameron House”. The property is located just south of the main campus in a prime residential area.

For various reasons, including financial constraints, the property has not received any major renovations and its overall condition is poor and in need of extensive repairs. Additionally, its location in a residential area significantly limits its usefulness to the University.

The proceeds from this sale would be placed in the University’s Plant Fund to provide future facility improvements on the Southeastern Campus. The University is in the process of securing an appraisal of this property that would be forwarded to the System Office once received.

Please place this item on the agenda for the August 22, 2014 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President
Item F.5. University of Louisiana at Monroe’s request for approval to name the new baseball hitting facility the “Charles Mock Hitting Facility.”

EXECUTIVE SUMMARY

The University of Louisiana at Monroe wishes to honor the late Mr. Charles Mock by naming the new baseball hitting facility the “Charles Mock Hitting Facility.”

The hitting facility was constructed in 2014 and was funded by private donations. The new facility is approximately 70 feet wide by 100 feet long. It is open air (no siding) metal building. The new facility includes artificial turf, baseball batting cages, and equipment for the baseball team to practice hitting.

The cost of the new facility was approximately $120,000 (not including equipment). Mr. Charles Mock generously donated $105,000 to the construction of this facility in 2012. Mr. Mock was a longtime supporter of ULM Athletics, especially baseball. He was an alum and former student athlete for the University. Unfortunately, Mr. Mock passed away in 2012.

The University could not have completed this important project for their Athletics program without the very generous donation provided by Mr. Mock.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request to name the new baseball hitting facility the “Charles Mock Hitting Facility.”
July 29, 2014

Dr. Sandra Woodley, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)  
Request to Name ULM Baseball Hitting Facility  
August 22, 2014 ULS Board Meeting

Dear Dr. Woodley:

The University of Louisiana at Monroe is requesting approval of our request to name the new baseball hitting facility, the Charles Mock Hitting Facility. I have enclosed an executive summary that provides details for this request. Please include ULM's request for approval on the August 22, 2014 Board meeting agenda.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management and EHS. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, ULM Chief Business Officer  
Jason Roubique, ULM Director of Facilities Management and EHS  
Renee Lorio, UL System Facilities Planning Coordinator
Discussion/Action Items
Item F.4. University of Louisiana at Monroe’s request for approval of the Organizational Row Development and standardized lease.

EXECUTIVE SUMMARY

The University is requesting Board approval of its Organizational Row Development plan and a standardized lease that will be executed by the University and prospective lessees. Approval of the resolution will allow ULM to begin negotiations with various organized national or local college or university fraternities and sororities interested in becoming a part of this development. Please see the enclosed lease with attachments.

The Development

Organizational Row consists of 3.728 acres of land divided into 10 lots ranging in size from approximately 0.30 acres to 0.45 acres. This property is located on Bon Aire Drive near the intersection of Bon Aire and Warhawk Way. The property adjoins the main campus of ULM. The purpose of the development is to accommodate the construction of facilities for fraternities and sororities wishing to locate on campus.

The lease agreement will include the following:

- Premises and Construction of Improvements
- Term and Rental
- Use of Premises
- Maintenance, Repairs, Taxes and Insurance
- Utilities
- Quiet Enjoyment and Peaceable Possession
- Damage and Destruction
- Assignment and Subletting
- Default
- Waiver of ULS’s Lien
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s Organizational Row Development and standardized lease.

BE IT FURTHER RESOLVED, that University of Louisiana at Monroe shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/party of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or the President of University of Louisiana at Monroe are hereby designated and authorized to execute any and all documents necessary to execute said lease.

AND FURTHER, that UL System staff and legal counsel will ensure that all documents conform to statutory and administrative requirements.
Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA  70802

RE:  University of Louisiana at Monroe (ULM)
     Organizational Row Development
     August 22, 2014 ULS Board Meeting

Dear Dr. Woodley,

The University of Louisiana at Monroe is requesting approval of our organizational row development. I have enclosed an executive summary, a proposed lease agreement, and a survey and legal description of the property to be leased. Please include ULM’s request for approval on the August 22, 2014 Board meeting agenda.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management and EHS. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.
President

cc:  Dr. William Graves, ULM Chief Business Officer
     Jason Roubique, ULM Director of Facilities Management and EHS
     Renee Lorio, UL System Facilities Planning Coordinator
LEASE AGREEMENT

NOW COME:

THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the “Board”) with and on behalf of the University of Louisiana at Monroe (ULM, together with the Board, “ULS”) and PROPOSED LESSEE who do enter into this agreement of lease of property. This lease of property is made pursuant to the authority granted by and through La. R.S. 17:3361 – 3365.

1. PREMISES AND CONSTRUCTION OF IMPROVEMENTS

1.1 Premises. ULS hereby leases to PROPOSED LESSEE the property described on the attached Exhibit “A” (the “Premises”) upon the terms and conditions set forth herein. The tract of land located on the main campus of ULM is approximately 0.XX acre. (cannot exceed one acre).

1.2 Use of Additional Areas. The use and occupation by PROPOSED LESSEE of the Premises shall include the use in common with others entitled thereto of the common areas, parking areas, service roads, facilities and sidewalks adjoining the Premises, and other facilities as may be designated from time to time by the ULS, subject however, to the terms and conditions of this agreement and to the ULM Student Handbook Code of Conduct, as amended. (see Attachment 1).

1.3 Construction of Improvements. PROPOSED LESSEE will construct a [Lodge] on the Premises. The construction of the lodge will adhere to all codes, rules, and regulations governing erection, construction, and maintenance of such a lodge and such construction plans, designs and modifications will be approved by the Board in conformity with La. R.S. 17:3361-65.

PROPOSED LESSEE estimates the cost of this project to construct the lodge is $______________ minimally. A 10% construction contingency is strongly encouraged. The square footage of the building shall not exceed 5,000 square feet and shall be designed / styled to complement existing architecture on the ULM campus. All construction plans shall be reviewed and approved in writing by ULM prior to proceeding with construction. All construction shall
conform with all applicable building codes, permits, laws, etc. Additionally all construction shall be completed in conformance with ULM’s design and construction standards.

1.4 PROPOSED LESSEE appears herein to affirm that all financial obligations for the erection, construction, operation, and maintenance of the Lodge shall be solely the responsibility and at the expense of the Lessee.

1.5 PROPOSED LESSEE further agrees to establish and maintain a minimum maintenance reserve as required by the Louisiana Board of Regents for construction projects of this nature at all times for the duration of this lease.

2. TERM AND RENTAL

2.1 Term. This lease shall commence upon the execution of this agreement by both parties and shall have a term of ninety-nine (99) years. Upon the request of either party, a short form memorandum of lease shall be recorded in the public records of Ouachita Parish, Louisiana setting forth the commencement date and expiration date of this lease.

2.2 Rental. PROPOSED LESSEE shall pay as rent the sum of $1.00 per year commencing from substantial completion of the Lodge through the remaining term of this lease. Additional consideration for the lease is PROPOSED LESSEE’s requirement to construct, operate, and maintain the Lodge for the benefit of ULM, its students, and the community.

3. USE OF PREMISES

3.1 Permitted Use. The Premises are to be used by PROPOSED LESSEE to construct and operate an on – campus Meeting Lodge as a component part of their services. The facility will be used by the student members of PROPOSED LESSEE and its advisors.

3.2 Rules of Conduct. PROPOSED LESSEE agrees to abide by the rules governing conduct in social activities of people, instructors, owned, operated, and managed or on the property of the Board and/or ULM. PROPOSED LESSEE will hold its advisors, members, and visitors to such rules governing student organizations’ conduct and social activities and to the University Code of Student Conduct in the current edition of the ULM Student Handbook. The Lodge will
be used for no other purposes than those customarily associated with the mission and purpose of the PROPOSED LESSEE and the mission and goals of ULM.

3.3 Maintenance.

3.3.1. OF THE LODGE. PROPOSED LESSEE is responsible for all maintenance of the Lodge, which shall be completed in accordance with the standards and expectations of ULM. Facilities shall be kept in good order and repair. PROPOSED LESSEE shall incur the costs of all maintenance and repairs of the Lodge. Should maintenance of the Lodge be neglected by the PROPOSED LESSEE, ULM reserves the right to provide the required services and the charges for such services shall be assessed against PROPOSED LESSEE.

3.3.2 OF THE PREMISES. The leased Premises shall be landscaped and maintained in conformity with the general plans adopted by ULM for beautification of the campus. ULM will provide all landscaping and yard maintenance for each leased lot. ULM will be responsible for mowing and maintaining all lots and common grounds in and around the Premises.

4. MAINTENANCE, REPAIRS, TAXES, AND INSURANCE

4.1 Condition of Premises and Improvements. PROPOSED LESSEE agrees to assume complete responsibility for maintenance, repair, and replacement of the Premises and Lodge improvements, and to maintain or cause to be maintained all utilities, including water, sewage, telephone, electricity, heating, ventilation and air conditioning equipment to service the Premises and the Lodge Improvements.

4.2 Taxes. PROPOSED LESSEE shall pay all real property taxes, assessments, and other impositions or charges which may be taxed, charged, levied, assessed, or imposed by any lawful authority against the Premises and the Lodge Improvements.

4.3 Insurance. PROPOSED LESSEE shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, the Lodge Improvements, and operations by PROPOSED LESSEE in amounts reasonably satisfactory to ULS. Further, PROPOSED LESSEE shall name ULS as an additional insured party on the policy. Annually, the organization must provide evidence satisfactory to ULM that it is meeting the required coverage.
4.4 Fire and Extended Coverage. PROPOSED LESSEE shall pay all premiums for fire, extended coverage, vandalism, and malicious mischief insurance with respect to the Premises and the Lodge Improvements. The amount of insurance carried will be at ULS's sole discretion but will not be unreasonably excessive in relation to replacement costs.

5. UTILITIES

5.1 Utilities. PROPOSED LESSEE shall pay all service and consumption charges for water, gas, electric, sewer, telephone, cable, and other utilities and communication services used on the Premises and the Lodge Improvements during the term of this Lease.

6. QUIET ENJOYMENT AND PEACEABLE POSSESSION

6.1 Quiet Enjoyment and Peaceable Possession. Upon payment by PROPOSED LESSEE of the rents provided and upon observance and performance of all covenants, terms and conditions on PROPOSED LESSEE's part to be observed and performed, PROPOSED LESSEE shall peacefully and quietly hold and enjoy the Premises for the term herein set forth without hindrance or interruption by ULS or any other person or persons claiming by, through or under ULS, subject nevertheless to the terms and conditions of this Lease.

7. DAMAGE AND DESTRUCTION

7.1 Destruction of Premises. In the event the Premises and/or the Lodge shall be destroyed or damaged in whole or in part by fire, explosion, or any other casualty, then the PROPOSED LESSEE shall rebuild the Premises and the Lodge in substantially the same condition as before the casualty and make the same fit for occupancy within a reasonable time after such casualty, which time shall not exceed one year.

8. ASSIGNMENT AND SUBLETTING

8.1 Assignment. PROPOSED LESSEE agrees to abide by any and all rules and regulations of the Board and ULM in regards to sublease of the Lodge. It is the intention of the PROPOSED LESSEE to be the sole lessee of the property for the entire duration of the lease. PROPOSED LESSEE shall not assign or sublease its interests to the Premises and the Lodge to an affiliated organization without obtaining the prior written consent of ULS. In recognition of the financial commitment and indebtedness incurred by PROPOSED LESSEE, in the event that PROPOSED LESSEE should, for its convenience, cease operations on the property which is the subject of this Lease, ULS agrees to grant PROPOSED LESSEE the first option for a period up to one year to identify another entity acceptable to ULM for the purchase of the equity of the building.
and other improvements located on the Premises, and to enter into negotiations for the sublease and/or assignment of the remaining lease term to the other entity, subject to the final approval of ULS.

9. DEFAULT

9.1 Rights and Remedies. The mention in this Lease of any specific right or remedy shall not preclude the parties from exercising any other right or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity.

9.2 Force Majeure. Anything in this Lease to the contrary notwithstanding, ULS and PROPOSED LESSEE shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease to be performed by either party if any failure of either party’s performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, act of God, or any other cause whatsoever beyond the reasonable control of the parties, and the time for performance shall be extended by the period of delay resulting from or due to any of the said causes, except that this Lease shall not be extended beyond statutory term limitations for this type of lease.

9.3 No Waiver of Rights. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or any subsequent breach of the same or any term, covenant or condition herein contained.

9.4 ULS’s Waiver. Should PROPOSED LESSEE fail, neglect or refuse to comply with the terms of this Lease or the rules, regulations and requirements established by the Board and ULM, the ULS may exercise its right to terminate this Lease and reacquire the leased property. PROPOSED LESSEE shall be responsible, at its own expense, for removal of the Lodge and returning the Premises to the condition existing prior to construction of the Lodge.

9.5 Notice of Default and Opportunity to Cure Default. In the event the Board or ULM should determine that PROPOSED LESSEE has failed, neglected or refused to comply with the terms of this Lease or the rules, regulations, and requirements established by the Board and ULM, the Board and ULM agree to give PROPOSED LESSEE thirty (30) days written notice of default; furthermore, the Board and ULM agree to grant PROPOSED LESSEE a period of thirty (30) days to attempt to cure any default to the satisfaction of ULM before beginning any proceedings to evict or otherwise terminate PROPOSED LESSEE’s continued lease of the Premises. Should PROPOSED LESSEE fail, neglect, or refuse to cure the breach within the time allowed by ULM, ULS, at its sole discretion, may exercise its right to terminate this Lease, and in such event PROPOSED LESSEE may be required to remove the Lodge and return the Premises to the condition existing prior to construction of the Lodge, and any such removal and Premises restoration shall be at the sole expense of PROPOSED LESSEE.
10. WAIVER OF ULS'S LIEN

10.1. Waiver of ULS's Lien. To the fullest extent allowed by law, ULS waives its statutory lien on all Leasehold Improvements and PROPOSED LESSEE's personal property situated in or upon the Premises. To the fullest extent allowed by law, PROPOSED LESSEE shall have the right to encumber all Leasehold Improvements and PROPOSED LESSEE's personal property situated in or upon the Premises.

THUS DONE AND SIGNED at ____________________, Louisiana, on this _____ day of ____________________, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

PROPOSED LESSEE

Title of Officer Signing on behalf of PROPOSED LESSEE

NOTARY PUBLIC

THUS DONE AND SIGNED at ____________________, Louisiana, on this _____ day of ____________________, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

BOARD OF SUPERVISORS FOR THE

UNIVERSITY OF LOUISIANA SYSTEM

BY: NICK BRUNO, Ph.D., PRESIDENT

UNIVERSITY OF LOUISIANA AT MONROE

NOTARY PUBLIC
July 22, 2014

ULM
Bon Aire Drive/Stadium Drive
Monroe, Louisiana
3.728 Acre Tract

PROPERTY DESCRIPTION

A certain tract or parcel of land located in Lot A of survey of Brown Property, Edge Water Gardens Subdivision, (Dr. No. 646064), and Lot 2 and Lot 3 of Block No. 2, Unit No. 3, Edgewater Gardens Subdivision, situated in Section 40, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a 5/8” rebar found marking the Southeast corner of Lot No. 3, Block No. 11, Unit No. 3, Edgewater Gardens Subdivision, as per plat of record in Plat Book 6, Page 13, records of Ouachita Parish, Louisiana, for the POINT OF BEGINNING; thence proceed Westerly along the South line of said Lot No. 3, a distance of 300.00 feet to a 3/4” iron pipe found marking the Southwest corner of said Lot No. 3, said point being on the East right-of-way line of Bon Aire Drive; thence turn a deflection angle to the right of 90 degrees 00 minutes 00 seconds and proceed Northerly along the West line of said Lot No. 3 and along the West line of Lot No. 2, Unit No. 3, Edgewater Gardens Subdivision, and along the West line of Lot A of survey of Brown Property, Edge Water Gardens Subdivision, (Dr. No. 646064), and along the East right-of-way line of said Bon Aire Drive, a distance of 400.00 feet to a 3/4” iron pipe found marking the Northwest corner of said Lot No. 2 and the Southwest corner of said Lot A; thence continue Northerly along the West line of Lot A and along the East right-of-way line of said Bon Aire Drive, a distance of 73.06 feet to a point at the start of a curve; thence proceed Northeasterly along a curve to the right for an arc distance of 267.04 feet (Radius = 170.00 feet, Chord = 240.42 feet, Delta = 90 degrees 00 minutes 00 seconds) to a pinch top on the North line of said Lot A; thence turn a deflection angle to the right of 45 degrees 00 minutes 00 seconds, and proceed Southwesterly along the North line of said Lot A and along the South right-of-way line of Stadium Drive, a distance of 30.00 feet to a 5/8” rebar found marking the Northeast corner of said Lot A; thence turn a deflection angle to the right of 90 degrees 00 minutes 00 seconds, and proceed Southwesterly along the East line of said Lot A, a distance of 243.06 feet to a 5/8” rebar found on the North line of said Lot No. 2; thence turn a deflection angle to the left of 90 degrees 00 minutes 00 seconds, proceed Southeasterly along the North line of said Lot No. 2, a distance of 100.00 feet to a 3/4” rebar found marking the Northeast corner of said Lot No. 2; thence turn a deflection angle to the left of 90 degrees 00 minutes 90 seconds, and proceed Southwesterly along the East line of said Lot No. 2 and along the East line of said Lot No. 3, a distance of 400.00 feet to the POINT OF BEGINNING, containing 3.728 acres, more or less, and being subject to all other rights-of-way, easements and servitudes of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by THOMAS SEMMES, JR., Registered Professional Land Surveyor, dated November 2012.

ULM_3.728 Acres.doc
Item F.6. **University of Louisiana System’s** request for approval of the Fiscal Year 2015-16 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

**EXECUTIVE SUMMARY**


The Capital Outlay Budget Request contains a prioritized list of System and Campus projects separated into four categories, Emergency, Self-Generated Revenue, Continuing, and New.

Once approved by the Board, the Capital Outlay Budget Request for FY 2015-16 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year’s state capital outlay budget.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2015-2016 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.