AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*9:10 a.m., Thursday, October 22, 2015**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Robert Shreve, Chair
Mr. John Condos, Vice Chair
Mr. James Carter
Mr. John LeTard
Mr. Jimmy Long
Mr. Shawn Murphy
Mr. Mark Romero
Mr. Carl Shetler

A. Call to Order

B. Roll Call

C. Approval of Minutes of August 27, 2015 Facilities Planning Committee Meeting

D. Consent Agenda:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval to enter into a Facilities Lease with the Louisiana Tech University Foundation, Inc. for playing fields at the baseball field within the Pat Patterson Park and the softball field within the Lady Techster Softball facility for the primary purpose of installing artificial turf.

Board Agenda Item G.3.

Louisiana Tech University’s request for approval to accept a bequest from James H. Blanchard, Jr. of approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33, and 34 Township 18 South, Range 20 West, Columbia County, Arkansas, near Brister, Arkansas.

Board Agenda Item G.4.

Southeastern Louisiana University’s request for approval to demolish the Community Counseling Center as part of the Facility Master Plan for the University.
Board Agenda Item G.5.

Southeastern Louisiana University’s request for approval to demolish the North Oak Park Restroom/Storage Building.

Board Agenda Item G.6.

Southeastern Louisiana University’s request for approval to enter a Facilities Lease with the Lion Athletics Association, Inc. for the site of the scoreboard area at Alumni Field, the site of the scoreboard area at the University Center, and the site of Fields 2, 3, and 4 at the North Oak Park Complex for the primary purpose of making facility improvements.

E. Discussion/Action Items:

Board Agenda Item G.2.

Louisiana Tech University’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement, an Agreement to Lease with Option to Purchase, a First Supplemental Ground and Buildings Lease Agreement, and a First Supplemental Agreement to Lease with Option to Purchase, each between the Board of Supervisors for the University of Louisiana System, acting on behalf of the University, and Innovative Student Facilities, Inc., to refund the Series 2007 Bonds described herein and to finance the housing and parking improvements.

Board Agenda Item G.7.

Southeastern Louisiana University is proposing the design, construction, demolition, and replacement of a portion of the University’s Student Housing Program and expansion of certain ancillary building(s).

Board Agenda Item G.8.

University of Louisiana at Monroe's request for approval to enter into a Grounds Lease Agreement with ULM Facilities Inc. to construct a new Student Event Center on the campus of the University.

F. Other Business

G. Adjournment
Item G.1. Louisiana Tech University’s request for approval to enter a Facilities Lease with the Louisiana Tech University Foundation, Inc. for playing fields at the baseball field within the Pat Patterson Park and the softball field within the Lady Techster Softball facility for the primary purpose of installing artificial turf.

EXECUTIVE SUMMARY

Louisiana Tech University established the Quest for Excellence capital campaign to raise funds to enhance University athletic facilities. Donations have been made to the Louisiana Tech University Foundation, Inc. to install an artificial playing field at both the baseball field within the Pat Patterson Park and the softball field within the Lady Techster Softball facility.

The University proposes to enter a facility lease with the Louisiana Tech University Foundation, Inc. for the playing fields of both facilities. The lease is limited to the fields and no other area in or around the stadium. The sole purpose of the lease is for the Foundation to make improvements by laying artificial turf on the playing surfaces of both fields.

The lease will terminate on June 30, 2016 or at such time as a donation of improvements is executed.

Staff of Louisiana Tech University will approve the selection and installation of the artificial turf.

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 approves Louisiana Tech University’s request to enter a Facilities Lease with the Louisiana Tech University Foundation, Inc. for playing fields at the baseball field within the Pat Patterson Park and the softball field within the Lady Techster Softball facility for the primary purpose of installing artificial turf.
BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is authorized to execute the lease and all documents necessary to accept the improvements completed by the Louisiana Tech University on behalf of the System.

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY
OF LOUISIANA SYSTEM:

Louisiana Tech University desires the installation of artificial turf on the playing surfaces
of the baseball field and the softball field. The Louisiana Tech University Foundation, Inc. has
secured funding and proposes to replace the existing turf with a new artificial turf through a
facility lease agreement. Upon completion of the installation, the improvements will be donated
to Louisiana Tech University free and clear of all debt. The value of the new turf is estimated to
be $1,200,000.00.

Pursuant to document approval of System staff and counsel, Louisiana Tech University is
requesting permission to enter into a ground lease with the Louisiana Tech University
Foundation to install new artificial turf at the softball complex and the baseball complex. We
also request permission to accept donation from the Foundation the improvements to the facility
upon completion of the installation.

Sincerely,

[Signature]

Leslie K. Guice
President
Item G.3. Louisiana Tech University’s request for approval to accept a bequest from Mr. James H. Blanchard, Jr. of approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33, and 34 Township 18 South, Range 20 West, Columbia County, Arkansas, near Brister, Arkansas.

EXECUTIVE SUMMARY

Louisiana Tech University has been notified that it is the beneficiary of a generous bequest from Mr. James H. Blanchard, Jr. The bequest is approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33, and 34 Township 18 South, Range 20 West, Columbia County, Arkansas.

The bequest specifies that any monies accruing from this property are to be used to fund the Audrey Palmer Blanchard and James H. Blanchard, Jr. Scholarship Fund for the College of Business at Louisiana Tech University.

To satisfy expenses of the estate, the executor has bid for sale of timber from 100 acres of the 540-acre tract. The high bid is sufficient to satisfy all expenses and replant the harvested tract. Any remaining funds after all debts have been paid will be remitted to Louisiana Tech University.

Louisiana Tech University hired a consulting firm to perform a Phase 1 Environmental Assessment that “did not indicate any recognized environmental conditions in connection with the property.”

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 approves Louisiana Tech University’s request to accept the bequest from Mr. James H. Blanchard, Jr. of approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33, and 34 Township 18 South, Range 20 West, Columbia County, Arkansas, near Brister, Arkansas.
BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is authorized to execute all documents necessary to accept the bequest and record all necessary documents of said property on behalf of Louisiana Tech University and the Board of Supervisors for the University of Louisiana System.

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been notified that it is the beneficiary of a generous bequest from Mr. James H. Blanchard, Jr. The bequest is approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33 and 34 Township 18 South, Range 20 West, Columbia County Arkansas. This timberland is located near Brister, Arkansas.

Louisiana Tech University hired a consulting firm to perform a Phase 1 Environmental Assessment that “did not indicate any recognized environmental conditions in connection with the property”.

The bequest specifies that any monies accruing from this property is to be used to fund the Audrey Palmer Blanchard and James H. Blanchard, Jr. Scholarship Fund for the College of Business at Louisiana Tech University.

To satisfy expenses of the estate, the executor has bid for sale of timber from 100 of the 540 acre tract. The high bid is sufficient to satisfy all expenses and replant the harvested tract. Any remaining funds after all debts have been paid will be remitted to Louisiana Tech University.

Louisiana Tech University is requesting permission to accept the bequest and execute all necessary documents on behalf of the Board of Supervisors with the provision that all documents are first reviewed and approved by Board Staff and Legal Counsel.

Sincerely,

Leslie K. Guice
President

sm
attachment
RESOLUTION

BE IT RESOLVED that pursuant to a public notice, a regularly scheduled meeting of the University of Louisiana System Board of Supervisors was held on the 22nd of October, 2015, at 11:00 o’clock A.M. in the Claiborne Building 1201 North Third Street, Baton Rouge, Louisiana, where the following resolution was adopted, to wit:

BE IT RESOLVED that the Board of Supervisors of the University of Louisiana on behalf of Louisiana Tech University, agreed to accept the bequest from Mr. James H. Blanchard, Jr of approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33 and 34 Township 18 South, Range 20 West, Columbia County Arkansas. The property is located near Brister Arkansas;

BE IT FURTHER RESOLVED by the Board of Supervisors that the President of Louisiana Tech University is authorized to execute all documents necessary to accept the bequest and record all necessary documents of said property on behalf of Louisiana Tech University and the Board of Supervisors of the University of Louisiana System;

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
September 2, 2015

VIA EMAIL AND U.S. MAIL
Email: wallace@latech.edu
Mr. Samuel G. Wallace
Assistant Vice President for Administration and Facilities
P. O. Box 3151
Ruston, LA 71272

Re: Estate of James H. Blanchard, Jr.
Probate Docket No.: 14,525; 26th JDC, Webster Parish, LA
and Arkansas Ancillary Administration
Columbia County Circuit No.: PR-2010-22-5

Dear Mr. Wallace:

I have a copy of your email dated September 2, 2015 directed to Mr. Gary Patterson, Executor of the above-captioned estate proceeding. I represent Mr. Patterson in his capacity as Executor.

In your letter to Mr. Patterson you request a letter “describing the bequest, any conditions, etc.” I am happy to provide you with the following information. If more information is needed, please call.

The governing document pertaining to the bequest to Louisiana Tech University is contained in Mr. Blanchard’s Last Will and Testament dated January 2, 2007, and more particularly, paragraph 6 to be found on page 4 of the will. A copy of the will is attached. The specific bequest to Louisiana Tech University is as follows:

To my Alma Mater, Louisiana Tech University, I leave my property located at Brister, Arkansas, being approximately 540 acres of surface and approximately 550 acres of minerals in Sections 27, 28, 33 and 34, Township 18 South, Range 20 West, Columbia County, Arkansas. Any monies accruing from this property is to be used to fund the Audrey Palmer Blanchard and James H. Blanchard, Jr. Scholarship Fund to the College of Administration and Business at Louisiana Tech University.
Mr. Blanchard's will, page 5, paragraph Ninth, also specifies that the timberland left to Louisiana Tech University, among others, is to continue to be managed by Patterson Forestry Consultants, LLC. That company, as you may know, is partly owned by Mr. Gary E. Patterson.

Another issue that needs to be taking into account is that administrative expenses, including attorney and accountant fees, remain unpaid. The will does provide for the liquidation of timber to generate any necessary cash. See page 1, paragraph Fifth. Further, our general law of successions also provides that all expenses, debts and other charges must be paid.

I believe all other bequests specified in the will have been satisfied. The Louisiana Tech University bequest is the only unsatisfied bequest. The Executor will need to pay all administrative fees and expenses before the bequest can be satisfied.

Mr. Wallace, upon your receipt and review should you have further questions please let me know.

With kindest regards, we remain

Yours very truly,

THEUS, GRISHAM, DAVIS & LEIGH, L.L.C.

[Signature]

Paul D. Spillers
pspillers@theuslaw.com

PDS/sh
Enclosure

cc w/enc: Mr. Gary E. Patterson, Executor
I, James H. Blanchard Jr., being of sound mind, do hereby make this my last will and testament.

First: I hereby appoint Gary E. Patterson of Ruston, Louisiana, Executor of this, my last will and testament, and I direct that he shall serve without bond.

Second: I direct my Executor to pay all my funeral expenses, administrative expenses, including, but not limited to, inheritance and succession taxes, state or federal, which may be occasioned by the passage of, or succession to, any interests in my estate under the terms of this instrument, and all my just debts.

Third: To my sister, Zan, I give, devise, and bequeath the sum of $150,000 cash. In the event that Zan predeceases me, I give, devise, and bequeath said sum to my nephew, Brandon, and my nieces, Lauren and Melissa, in the proportions of $50,000 each.

Fourth: To my good friends, Alain Ray Hull, of Shreveport, Louisiana, I give, devise, and bequeath the sum of $100,000 cash.

Fifth: I direct that the above cash be used to pay from the cash in my estate and, if and when cash is not sufficient, that the Executor liquidate enough stocks, bonds, and/or timber to create the necessary cash. No real estate whatever is to be liquidated in this regard.

James H. Blanchard Jr.
01/03/07
Sixth: I give, devise, and bequeath as follows:
1. To my good friend Bill Bergley, I leave any and all of my fishing and hunting equipment, including, but not limited to: any and all boats, motors, trailers, fishing rods, reels, boats, and other tackle; and any and all contents in or on any of the aforementioned items. I also leave to Bill Bergley any and all pickup trucks and automobiles which I owned at the time of my death. I also leave to Bill Bergley any and all of my power and hand tools and all of my camping equipment. This includes, but is not limited to, all floor jacks, jack stands, ramps, grinders, vises, and other shop equipment, including any and all air compressors. I also leave to Bill Bergley, any and all rifles, shotguns, pistol cases, firearms, and any and all associated ammunition, loading supplies, and equipment. Included in this sixth provision is the contents of any of the above items, including, but not limited to, the contents of any pickup truck, boat, and automobile.

2. To my good friend Scott Kelley, I leave any and all guitars, guitar cases, amplifiers, stereo equipment, albums & CDs, and any and all music and associated items.

3. To my cousin, Debbie Hadwall Keith, I leave my bedroom suite which once belonged to my grandmother, Idelle Shafterford Palmer. Said suite is believed to be made of black walnut wood and consists of head & foot boards, side rails, spring assembly, 4 dresser drawers, 1 chest of drawers, 1 night stand, dresser...
To my sister, Zan, I leave all of my furniture and personal belongings which were not bequeathed above. This includes, but is not limited to any and all items located in any house or building that I own or own an interest in or rent at the time of my death. This provision specifically excludes any and all items specifically bequeathed elsewhere in this, my Last Will and Testament.

To my good friends, Cary E. Patterson and Melodie Tanner Patterson, I leave all of my undivided interest in the property which we purchased and own together, located in Sections 14 & 15, Township 17 North, Range 16 West, Caddo Parish, Louisiana. This bequest specifically includes, but is not limited to, any and all mineral interest and any and all royalty interest which I own or will revert to or may revert to my interest in the future. In addition, this bequest specifically includes any damages due or which may become due from any future litigation concerning my interest in said property.

All bequests made thus far are net bequests with any and all settled expenses and taxes to be paid from my gross estate.

[Signature]

01/03/07
I, the undersigned, do hereby make a will and testament, to wit:

To my property, located at 800 Main Street, Springfield, Missouri, I hereby devise a life estate to the college of administration and business at Kansas Wesleyan University.

In the event that the Kansas Wesleyan College Trust has been terminated at the time of my death, these properties are to be distributed among my children, Lawson, Bessie, and Minnie, in equal proportions.

In the event that the Kansas Wesleyan College Trust has been terminated at the time of my death, these properties are to be distributed among my children, Lawson, Bessie, and Minnie, in equal proportions.

I, the undersigned, do hereby make a will and testament, to wit:

To my property, located at 800 Main Street, Springfield, Missouri, I hereby devise a life estate to the college of administration and business at Kansas Wesleyan University.

In the event that the Kansas Wesleyan College Trust has been terminated at the time of my death, these properties are to be distributed among my children, Lawson, Bessie, and Minnie, in equal proportions.

I, the undersigned, do hereby make a will and testament, to wit:

To my property, located at 800 Main Street, Springfield, Missouri, I hereby devise a life estate to the college of administration and business at Kansas Wesleyan University.

In the event that the Kansas Wesleyan College Trust has been terminated at the time of my death, these properties are to be distributed among my children, Lawson, Bessie, and Minnie, in equal proportions.

I, the undersigned, do hereby make a will and testament, to wit:

To my property, located at 800 Main Street, Springfield, Missouri, I hereby devise a life estate to the college of administration and business at Kansas Wesleyan University.

In the event that the Kansas Wesleyan College Trust has been terminated at the time of my death, these properties are to be distributed among my children, Lawson, Bessie, and Minnie, in equal proportions.
Seventh: All of the rest, residue, and remainder of my estate, both real and personal, of whatsoever kind or character, and wherever situated, I give, devise, and bequeath to my sister, Zan, per stirpes.

Eighth: In the event that my sister, Zan, my nephew, Brandon, or either of my nieces, Laurel or Marissa, or any offspring of my nephew or nieces, should instigate, cause to be instigated, or play any part whatsoever in any action that would render, or attempt to render, any part of this will null and void, it is my will and desire that they all be deleted from any inheritance herein. In such a case, Louisiana Tech University is to receive in their stead, all items and property listed for them herein.

The purpose of this eighth provision is to deter any interference with my wishes and bequests as stated herein.

Ninth: All timberland listed herein, and any and all timberland included by reason of residual property, is to continue to be managed by Patterson Forestry Consultants, LLC, located in Ruston, Louisiana. This specifically includes, but is not limited to the properties listed herein as #6 - Ensatla, AR, #7 (c)-30 acres on State line, #7a) tract in Sec.17-77-9S R.23 W., Lafitte County, AR.

Signed this 2nd day of January, 2007, at Springhill, Louisiana.

[Signature]
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 22, 2015

Item G.4.  Southeastern Louisiana University’s request for approval to demolish the Community Counseling Center as part of the Facility Master Plan for the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Community Counseling Center to allow for continued implementation of the Facility Master Plan.

This building was constructed in 1961 and sits on a corner which is a main entryway to the campus. It sits directly across the street from the future location of the Computer Science and Technology facility, and its removal is a part of the Facility Master Plan of the University.

The Community Counseling Center has not received any major renovations, and its overall condition is poor and in need of extensive repairs. It was constructed to resemble a ranch style house for “Home Management” programs. 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.

Please refer to the attached summary and photos describing and depicting this building.

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 the Community Counseling Center as part of the Facility Master Plan for the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
September 17, 2015

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

Re: Community Counseling Center

Dear Dr. Woodley:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of the Community Counseling Center. This building was constructed in 1961 and sits on a corner which is a main entryway to the campus. It sits directly across the street from the future location of the Computer Science and Technology facility and its removal is a part of the Facility Master Plan of the University.

The Counseling Center has not received any major renovations and its overall condition is poor and in need of extensive repairs. It was constructed to resemble a ranch style house for “Home Management” programs. 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.

Please place this item on the agenda for the October 22, 2015 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President
Date: July 22, 2015

<table>
<thead>
<tr>
<th>Board Agenda Item Number:</th>
<th>Construction Date:</th>
<th>1961</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Name:</td>
<td>Year Built/Acquired:</td>
<td>1961</td>
</tr>
<tr>
<td>Community Counseling Center</td>
<td>Structure Type:</td>
<td>Wood frame &amp; Brick veneer</td>
</tr>
<tr>
<td>Site Code: 2-53-004</td>
<td>Photos: below</td>
<td></td>
</tr>
<tr>
<td>State ID Number: 03208</td>
<td>Square Footage:</td>
<td>4,228</td>
</tr>
<tr>
<td>Senator: Ben Nevers</td>
<td>Estimated Demolition Cost:</td>
<td>$30,000</td>
</tr>
<tr>
<td>Representative Christopher Broadwater</td>
<td>(Cost established in Project budget)</td>
<td></td>
</tr>
</tbody>
</table>

1. The Building was constructed in 1961 to resemble a ranch style house for “Home Management” programs.
2. The structure sits on a corner which is a main entryway on to campus and is directly across the street from the future location of the Computer Science and Technology facility.
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

October 22, 2015

Item G.5.  Southeastern Louisiana University’s request for approval to demolish the North Oak Park Restroom/Storage Building.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the North Oak Park Restroom/Storage Building.

The Restroom/Storage Building was constructed in 1999 and is located north of campus at North Oak Park. The facility is in poor condition and was taken out of service because it presents a life safety hazard. Additional restroom facilities servicing the guests of the park are available onsite. The facility has no architectural or historical significance, and approval has been obtained from the Louisiana Office of State Parks inasmuch as North Oak Park is an assisted site through a grant funded by the Land and Water Conservation Fund.

Please refer to the attached summary and photos describing and depicting this building.

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 the North Oak Park Restroom/Storage Building.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
September 17, 2015

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

Re: North Oak Restroom/Storage Building

Dear Dr. Woodley:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of the North Oak Park Restroom/Storage Building. The Restroom/Storage Building was constructed in 1999 and is located north of campus at North Oak Park. The facility is in poor condition and was taken out of service because it presents a life safety hazard. Additional restroom facilities servicing the guests of the park are available onsite. The facility has no architectural or historical significance, and approval has been obtained from the Louisiana Office of State Parks inasmuch as North Oak Park is an assisted site through a grant funded by the Land and Water Conservation Fund.

Please place this item on the agenda for the October 22, 2015 meeting of the University of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

John L. Crain
President

Attachment
Date: September 17, 2015

Board Agenda Item Number: North Oak Park Restroom/Storage Bldg.
Site Code: 2-53-004
State ID Number: S11990
Senator: Ben Nevers
Representative: Christopher Broadwater

Construction Date: 1999
Year Built/Acquired: 1999
Structure Type: Wood frame & Siding
Photos: below
Square Footage: 760
Estimated Demolition Cost: $3.500

1. The structure was constructed in 1999.
2. The overall condition of the structure is poor. It is in need of extensive repairs.
3. The structure has no architectural or historical significance and could be more of a liability as a life safety hazard.
4. Recommend complete demolition.
Item G.6. **Southeastern Louisiana University’s** request for approval to enter a Facilities Lease with the Lion Athletics Association, Inc. for the site of the scoreboard area at Alumni Field, the site of the scoreboard area at the University Center, and the site of Fields 2, 3, and 4 at the North Oak Park Complex for the primary purpose of making facility improvements.

**EXECUTIVE SUMMARY**

The University proposes to enter into a facilities lease with the Lion Athletics Association, Inc. for the purpose of making facility improvements to include the replacement of a scoreboard at Alumni Field, replacement of a scoreboard at the University Center, and infrastructure field improvements to Fields 2, 3, and 4 at the North Oak Park Complex. The lease is limited to the space as outlined in the lease documents and for the sole purpose of said improvements.

The lease will terminate on November 1, 2022 or at such time as a donation of improvements is executed.

University staff will approve all plans and specifications prior to the commencement of work.

**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 approves Southeastern Louisiana University’s request to enter a Facilities Lease with the Lion Athletics Association, Inc. for the site of the scoreboard area at Alumni Field, the site of the scoreboard area at the University Center, and the site of Fields 2, 3, and 4 at the North Oak Park Complex for the primary purpose of making facility improvements.

**BE IT FURTHER RESOLVED,** that Southeastern Louisiana University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.
Executive Summary
October 22, 2015
Page 2

**BE IT FURTHER RESOLVED,** that the President of Southeastern Louisiana University or his designee is authorized to execute the lease and all documents necessary to accept the improvements completed by the Southeastern Louisiana University on behalf of the System.

**AND FURTHER,** that the University will provide the System office with copies of all final executed documents for Board files.
September 17, 2015

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

Re: Lease Agreement – Lion Athletics Association

Dear Dr. Woodley:

Southeastern Louisiana University is submitting the following item to be placed on the agenda for approval at the October 22, 2015 meeting of the Board of Supervisors.

The Lion Athletics Association, a non-profit organization, will assist the University by funding athletics facility improvements on the campus. The improvements will include the replacement of scoreboards at Alumni Field, the baseball facility, and the University Center, which serves as home to both men’s and women’s basketball programs. Also included are several upgrades to three fields at the North Oak Park Complex, home to our women’s softball team. These improvements address critical issues for the programs while also providing revenue-generating opportunities for the Athletics Department overall. The estimated total cost is $470,000.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University is requesting permission to enter into a ground lease with the Lion Athletics Association to begin the facility upgrades to the campus. All contracts, purchase orders and in-kind donations will be handled by the Association. Southeastern staff will monitor all construction activities. We also request permission to accept donations from the Association of the facility improvements as outlined in the lease documents.

Your consideration of this request is greatly appreciated.

Sincerely,

[Signature]

John L. Crain  
President
LEASE

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

KNOW ALL MEN BY THESE PRESENTS THAT:

SOUTHEASTERN LOUISIANA UNIVERSITY represented herein by Dr. John L. Crain, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LION ATHLETICS ASSOCIATION, INC., a non-profit corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10894, Hammond, Louisiana 70402, represented herein by its duly authorized representative Scott Perrilloux, President of the Lion Athletics Association.

Hereinafter referred to as "TENANT", have covenanted and agreed as follows:

WITNESSETH

ARTICLE 1

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa Parish, Louisiana, to-wit:

All areas described below and designated in attached exhibits (A1-A4) shall be referred to as the "Leased Property." All Leased Property is contained on Southeastern Louisiana University main campus, but in three non-contiguous designated locations. These locations are: 1) the land in Alumni Stadium, 25' on each side of the existing scoreboard, 2) the structural roof support space in the University Center 25' on each side of the existing suspended scoreboard and, 3) the fenced in areas at
North Oak Park commonly known as Fields 2, 3 and 4. Tenant shall be provided access through Lessor’s property to the leased site in order to make improvements to the field.

1.2  **Habendum Clause.** TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant’s heirs and successors.

1.3  **Designation of Instrument.** This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this “Lease”.

1.4  **Purpose.** The primary purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to replace the existing scoreboard at Alumni Field with a new Video/Scoreboard, to replace existing University Center Scoreboard with a new scoreboard and to make infrastructure field improvements to North Oak Park’s Fields 2, 3 and 4. Southeastern Louisiana University must approve all plans and specifications prior to commencement of work.

**ARTICLE 2**

**TERM**

2.1  **Term.** The term of this Lease shall commence on ___________ and end at such time as donation of improvement is executed or [DATE – 7 years out], the lessor of the two. It is further understood, Tenant will capitalize each location improvement using Generally Accepted Accounting Principles (GAAP), at which time the donation of each improvement will be fully executed. Each item shall be capitalized as follows: Baseball Scoreboard, 7 years; Basketball Scoreboard, 7 years; and North Oak Park field improvements, 5 years.

**ARTICLE 3**

**RENT**

3.1  **Consideration.** In consideration of said lease, Tenant agrees to replace the baseball scoreboard, basketball scoreboard and make field improvements as outlined, at its sole cost and expense, with standards satisfactory to Lessor.
ARTICLE 4
WARRANTY

4.1 Non-Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5
UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6
MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7
IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Tenant shall donate or execute any document(s)
necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.

ARTICLE 8

INSURANCE

8.0 Insurance by Lessor. After the donation has been fully executed, Lessor shall at Lessor’s sole cost insure said improvements under Lessor’s property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During the installation of improvements, Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors,
each individual contractor will have to comply with the insurance provisions. Contractor’s insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant’s Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

After improvements are made, Tenant shall maintain property insurance on said improvements and continue to maintain comprehensive general liability until such time the donation of each item has been fully executed.

8.1.1 Builder’s Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a wavier of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.
8.2 **Certificates of Insurance.** Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

9.1 **Personal Property Taxes.** Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

**ARTICLE 10**

**INDEMNITY**

10.1 **Indemnity.** Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney’s fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered
against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12

DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void. In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13

NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:
Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14
SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduct of this Lease.

ARTICLE 15
SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney’s fee.
ARTICLE 16

BINDING EFFECT

16 Binding Effect. With the exceptions herein above mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17

GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be ________________.
THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this _____ day of _____________ 2015.

WITNESSES:

LION ATHLETICS ASSOCIATION, INC.

______________________________
Scott Perrilloux, President

SOUTHEASTERN LOUISIANA UNIVERSITY

______________________________
Dr. John L. Crain, President
EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.
In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
Discussion/Action Items
Item G.2. Louisiana Tech University's request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement, an Agreement to Lease with Option to Purchase, a First Supplemental Ground and Buildings Lease Agreement, and a First Supplemental Agreement to Lease with Option to Purchase, each between the Board of Supervisors for the University of Louisiana System, acting on behalf of the University, and Innovative Student Facilities, Inc., to refund the Series 2007 Bonds described herein and to finance the housing and parking improvements.

EXECUTIVE SUMMARY

For each of the three most recent fall quarters (2013, 2014, and 2015), the University has met or exceeded its current housing capacity of 2,450. Currently Louisiana Tech has eight traditional residence halls that are all over 48 years old. The University would like to begin construction in the Spring of 2016 on a new planned phase of replacement student housing, consisting of approximately 878 beds. The new housing project will replace three of the older campus facilities with modern updated student housing.

The University proposes that the Board, on behalf of the University, execute a Ground and Buildings Lease Agreement with Innovative Student Facilities, Inc., whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, to construct the new facilities. The completed facilities will be leased by the Corporation back to the Board, on behalf of the University, pursuant to an Agreement to Lease with Option to Purchase.

The University, through Innovative Student Facilities, Inc., proposes to use proceeds of tax-exempt bonds issued through the Louisiana Community Development Authority to refund all of the University’s Series 2007 Bonds currently outstanding in the principal amount of $46,720,000. In connection with the refunding, the University is expecting that the leases originally executed when the Series 2007 Bonds were issued will be supplemented to refer to the terms of the refunding bonds. The total principal amount of the bonds is estimated to be approximately $100,000,000, which will provide approximately $44,139,000 for construction of housing and parking on campus after refunding of existing bonds, payment of costs of issuance, and establishment of all necessary reserve funds. The net interest cost of the transaction is currently anticipated to be approximately 4.80%.
Annual debt service for the proposed issue will be secured and payable from lease payments paid by the Board, on behalf of the University, to the Corporation that will be derived from the University’s Auxiliary Revenues and parking permit revenues. The Board and University have not and will not pledge full faith and credit or State appropriated funds to make any debt service payments on the Bonds.

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 Louisiana Tech University’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement, an Agreement to Lease with Option to Purchase, a First Supplemental Ground and Buildings Lease Agreement, and a First Supplemental Agreement to Lease with Option to Purchase, each between the Board, acting on behalf of the University, and Innovative Student Facilities, Inc., to refund the Series 2007 Bonds described herein and to finance the housing and parking improvements.

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

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is hereby authorized and directed to execute the leases described herein and any and all documents necessary in connection with the issuance of the bonds described herein.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.
September 15, 2015

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University is requesting Board approval to enter into ground and facilities leases with Innovative Student Facilities, Inc., a Louisiana 501(c)3 not-for-profit corporation domiciled at Ruston, Louisiana and organized for the benefit of the University, for the purpose of constructing replacement student housing, renovating existing student housing, and constructing parking on the campus of the University. The University is also requesting Board approval to execute supplements to existing ground and facilities leases between the Board and the Corporation for the purpose of refunding bonds that were previously issued in 2007 to finance the design, construction, furnishing and equipping of student housing facilities on the campus of the University.

The University will send a summary of the project and the refinancing by separate correspondence. In addition, Jones Walker LLP, Bond Counsel for these transactions, will send drafts of the new leases and drafts of the supplements to the existing leases for Board consideration.

Your consideration and approval of this request is appreciated.

Sincerely,

[Signature]

Leslie K. Guice
President

aj
Board of Supervisors for the University of Louisiana System

Louisiana Tech University Student Housing & Refunding Project

Executive Summary

Louisiana Tech University (the “University”) is seeking the approval of the Board of Supervisors for the University of Louisiana System (the “Board”) for the development, construction, renovation and equipping of approximately 878-beds of replacement student housing facilities, the development of new parking on the campus and a proposed refunding of the University’s outstanding Series 2007 bond issue.

The total estimated size of the proposed bond issue is approximately $100 million, funded through the issuance of tax-exempt bonds. The University will accomplish this transaction as expeditiously as possible with structure, documentation and security similar to the other debt obligations of the University approved by the Board and the Board of Regents and through its related not-for-profit, Innovative Student Facilities, Inc.

University Student Housing

In furtherance of its mission and striving to house up to 2,500 undergraduate students, graduate students, faculty and staff on campus, Louisiana Tech University is committed to improving the quality of residence life on campus. Beginning in 2003, Louisiana Tech University implemented its 1st planned phase of replacement student housing, completing the planning, design and construction of a 448-bed on-campus student apartment project in thirteen (13) apartment style buildings. The second phase of replacement student housing commenced in 2007, with the planning, design and construction of 508 beds of new on-campus student apartment housing on two separate campus sites and in six different unit configurations. The 2007 project replaced 750 existing residence hall beds which were demolished as part of the development plan. The Series 2007 project also included the development, new construction and renovation at the University’s Lambright Intramural Sports Center.

For each of the most recent three fall quarters (2013, 2014 and 2015), the University has met or exceeded their current housing capacity of 2,450. The demand for housing has been strong as Louisiana Tech’s overall enrollment continues to grow.

The current University housing stock consists of 956 beds of apartment style housing and 1,494 beds of traditional dormitory style housing. Currently, Louisiana Tech has eight traditional residence halls that are all over 48 years old. The University would like to begin construction in spring of 2016 on a new planned phase of replacement student housing, comprising approximately 878 beds. The new housing project will replace three of those older campus facilities with modern updated student housing.
The Proposed Housing Project

The University, through bond financing provided through Innovative Student Facilities, Inc., is developing a housing project that will consist of multiple new buildings on various proposed sites and renovations of existing buildings on the Louisiana Tech campus. Specific construction, demolition, renovation and parking modifications shall be phased to meet the necessary needs of student housing throughout the construction period. The project will consist of new residential suites and apartments. The apartment suites are designed as hybrid units to allow the individual feel of apartments while still providing the community environment of traditional residence halls.

As currently planned, the new suites will be able to accommodate 602 students, including RAs. The apartments are designed to reflect other efficiency apartments located on the Louisiana Tech campus. The new apartments will accommodate 275 students. The combined housing project will encompass 16 new three-story buildings on campus. The parking component of the Project involves constructing 1,000 spaces of street level parking.
The new student housing has been programmed for a mix of almost 100% double occupancy units. A key aspect in this design program is that the new housing is intended for freshmen and sophomore students and repeated studies have shown that freshman and sophomore students greatly benefit from the interaction and community development formed in shared rooms and the communities that house them. These studies have also concluded that this type of living environment has consistently improved student retention and graduation rates at institutions across the country. Further, housing first and second year students in double occupancy (shared) rooms will allow them to progress to a single occupancy room and on to an on-campus apartment as they become upperclassmen. This will help the University to maximize its students’ satisfaction levels and encourage them to stay on campus throughout their college experience.

Each bed will be offered on an individual lease pursuant to which students will enter into an academic year or installment based leases. Rental rates include all utilities, including electricity, water, central heating and air conditioning, cable television, internet connectivity.

The Proposed Refunding

The University, through Innovative Student Facilities, Inc., will also use the proceeds of tax-exempt bonds issued through the Louisiana Community Development Authority to refund all of the University’s outstanding Series 2007 Bonds, issued on September 26, 2007, currently outstanding in the principal amount of $46,720,000. The proceeds of the original 2007 issue of the University were used to finance the design, development and construction of 15 new student housing facilities comprising 508 beds on two separate campus sites and the design, construction, improvements and renovation of student recreational and athletic facilities at the University’s Lambright Intramural Sports Center. While the refunding is expected to produce modest annual debt service savings to the University, the primary purpose of the proposed refunding is to eliminate onerous covenants required by the Series 2007 bond insurer that restrict the University from proceeding with planned replacement student housing.

The Financing Summary

To accomplish the financing of the new student housing, Louisiana Tech University is entering into a Ground and Buildings Lease Agreement (the “Ground Lease”) by and between the Board of Supervisors for the University of Louisiana System (the “Board”), as lessor and Innovative Student Facilities, Inc. (the “Corporation”), as lessee and an Agreement to Lease with Option to Purchase by and between the Corporation, as the lessor, and the Board, as lessee (the “Facilities Lease”) leasing the completed facilities back to the Board and University for use. The Facilities Lease will provide for payment of debt service on the proposed revenue bond issue to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) on behalf of the Board and Corporation. Similar Leases will be executed in connection with the proposed refunding of the Series 2007 Bonds, which will supplement existing leases that were executed in connection with the issuance of the Series 2007 Bonds.

The Board:

The Board of Supervisors for the University of Louisiana System is a public constitutional corporation and agency of the State whose responsibility is the supervision and management of State colleges and universities not managed by a separate higher education board created by the Louisiana Constitution.
The University: Louisiana Tech University (the “University”), a four year, selective admissions, comprehensive public university was founded in 1894 and is located in Ruston, Louisiana. The University has a current enrollment of approximately 12,414 students.

The Corporation: Innovative Student Facilities, Inc. (the “Corporation”) is a Louisiana nonprofit corporation, and an organization described in Section 501(c)3 of the Internal Revenue Code, created exclusively to assist and benefit the mission of Louisiana Tech University, including, but not limited to acquiring, constructing, developing, managing, leasing as lessor or lessee, mortgaging and/or conveying student housing and other facilities on the campus of the University. The proceeds of the Bonds will be loaned to the Corporation as the Borrower pursuant to a Loan and Assignment Agreement between the Issuer and the Corporation to finance the proposed housing project and fund proceeds sufficient to refund the outstanding Series 2007 bond issue in its entirety.

The Issuer: The Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) is a political subdivision of the State of Louisiana. The purpose of the Authority is, among others enumerated in the Act, to assist in financing programs or loans to political subdivisions in the State of Louisiana.

Estimated Bond Amount: Approximately $100,000,000

Security for the Bonds: Principal and interest on the proposed bonds is secured and payable by Rental Payments to the Corporation under Facilities Lease payable by the Board solely from Auxiliary Revenues of the University and parking permit revenues. The Board and University have not and will not pledge its full faith and credit to make any debt service payments on the Bonds.

Auxiliary Revenues of the University include the gross amount of all fees levied on all students at the University and such other revenues, funds or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Facilities, including operation or management thereof by private entities on behalf of the University, prior to the payment of Current Expenses. Currently, Auxiliary Enterprises of the University include student housing, food services, bookstore, student recreation facilities, and the University student center. For FYE June 30, 2015, pledged gross Auxiliary Revenues totaled approximately $26 million.
Preliminary Sources & Uses
Of Funds:

<table>
<thead>
<tr>
<th>Louisiana Tech Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Bond Proceeds</td>
</tr>
<tr>
<td>Series 2007 Debt Service Reserve Funds</td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
</tr>
<tr>
<td>Deposit to Housing &amp; Parking Project Fund</td>
</tr>
<tr>
<td>Deposit to Escrow fund for 2007 Refunding</td>
</tr>
<tr>
<td>Deposit to Capitalized Interest Fund</td>
</tr>
<tr>
<td>Debt Service Reserve Fund</td>
</tr>
<tr>
<td>Bond Insurance &amp; Surety Premium</td>
</tr>
<tr>
<td>Cost of Issuing the Bonds</td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
</tr>
</tbody>
</table>

Project Preliminary Schedule:

The University plans to begin construction of the student housing facilities in March of 2016, with project development, construction and equipping taking about 18 months to complete. The refunding of the outstanding Series 2007 bonds may be completed earlier (December 2015) to take advantage of currently attractive municipal interest rates. To meet this timeline the proposed preliminary schedule is as follows:

- **Thursday, September 10, 2015**: LCDA meeting for introduction of the Bond Issue
- **Tuesday, October 20, 2015**: Submission Deadline for November SBC meeting
- **Thursday, October 22, 2015**: UL System Board meeting to approve the project, Leases and the issuance of the bonds
- **Wednesday, October 28, 2015**: Board of Regents meeting for approval of project and Leases
- **Thursday, November 12, 2015**: LCDA meeting for final approval of transaction
- **Thursday, November 19, 2015**: State Bond Commission meeting for approval of Bonds
- **Friday, November 20, 2015**: Joint Legislative Committee on Budget approval of Lease
- **Tuesday, December 1, 2015**: Closing of the Series 2015 Refunding Issue
- **Tuesday, March 1, 2016**: Closing of the Series 2016 Housing Issue
Summary

Louisiana Tech University appreciates the Board’s consideration of this important project. The University is striving to continuously improve its facilities, and our students are most supportive and appreciative of these efforts. This necessary and improved housing project will provide our students with the facilities and services that they expect from their university.

➢ The Bond Issuer, the Louisiana Local Government Environmental Facilities and Community Development Authority will enter into a Loan Agreement and a Trust Indenture to secure approximately $100 million in Revenue Bonds in one or more Series.

➢ The Bonds will be issued through the Louisiana Local Government Environmental Facilities and Community Development Authority on behalf of Louisiana Tech University and Innovative Student Facilities, Inc. for the purpose of providing proceeds for the design and construction of on-campus replacement housing facilities and a refunding of the University’s Series 2007 bond issue in its entirety. The approval of the Louisiana State Bond Commission will be required for this bond issue.

➢ Currently, total bond proceeds are estimated at **$100 million** which will be amortized over a not to exceed period of 31 years.

➢ The Net Interest Cost of the transaction is currently anticipated to be approximately 4.80%.

➢ The annual debt service for the proposed issue will be secured and payable from the proceeds derived annually from the University’s Auxiliary Revenues and parking permit revenues. The Board and University have not and will not pledge its full faith and credit or State appropriated funds to make any debt service payments on the Bonds.

➢ Revenues from the new campus housing facilities are projected by the University to generate approximately $4 million in the first full year of operations in FY 2018-2019. The pledged Auxiliary Revenues, including the new housing revenues, should provide **at least 1.25x debt service coverage** on all parity Auxiliary Revenue bonds of the University, including the proposed bonds.
Project Contact Info

University Contact
Ms. Lisa Cole
Louisiana Tech University
112 Keeny Hall
P.O. Box 7924
Ruston, Louisiana 71272
Phone: 318-257-5222
E-Mail: lcole@latech.edu

Other Parties to the Proposed Transaction

Bond Counsel: Jones Walker LLP, Baton Rouge
Matt Kern; 225-248-2238

Board of Supervisor's Counsel: DeCuir, Clark & Adams, L.L.P., Baton Rouge
Linda Clark; 225-346-8716

Financial Advisor: Sisung Securities Corporation, New Orleans
Lawrence Sisung; 504-544-7722
John Mayeaux; 504-544-7753

John Poche; 504-527-0227

Stifel, Nicolaus & Company, Incorporated, Baton Rouge
Toby Cortez; 504-913-4985
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered by _________ and seconded by _________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC., AND THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES THEREON; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL GROUND LEASE AGREEMENT AND FIRST SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE REFUNDING OF ALL OR A PORTION OF THE $51,670,000 LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (LOUISIANA TECH UNIVERSITY STUDENT HOUSING FACILITIES/INNOVATIVE STUDENT FACILITIES, INC. PROJECT) SERIES 2007 ISSUED TO FINANCE CERTAIN STUDENT HOUSING FACILITIES; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) is a public constitutional corporation organized and existing under the laws of the State of Louisiana and Louisiana Tech University (the “University”), in Ruston, Louisiana is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Board is authorized pursuant to La. R.S. 17:3361 through 17:3366 (the “Act”), and other constitutional and statutory authority supplemental thereto, to lease a portion of the campus of the University to Innovative Student Facilities, Inc., a nonprofit corporation (the “Corporation”);

WHEREAS, the Board has previously leased a portion of the campus of the University to the Corporation in order to enable the Corporation to finance, plan, design, construct, furnish, and equip certain student housing facilities (the “2007 Facilities”) for use by the University pursuant to a Ground Lease Agreement dated as of September 1, 2007 by and between the Board and the Corporation (the “Existing Ground Lease”);

WHEREAS, the Corporation, through the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”), has previously financed and constructed, furnished, and equipped or caused to be constructed, furnished, and equipped the 2007 Facilities using the proceeds of the Authority’s $51,670,000 Revenue Bonds (Louisiana Tech University Student Housing Facilities/Innovative Student Facilities, Inc. Project) Series 2007 (the “Series 2007 Bonds”), which were issued pursuant to that certain Trust Indenture dated as of September 1, 2007 between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2007 Indenture”);
WHEREAS, the Corporation leased the 2007 Facilities back to the Board by virtue of that certain Agreement to Lease with Option to Purchase dated as of September 1, 2007 (the “Existing Facilities Lease”) by and between the Board and the Corporation under which the Board is obligated to pay lease payments sufficient to pay debt service on the Series 2007 Bonds and certain other amounts owing under the Series 2007 Indenture;

WHEREAS, the Corporation has determined that an opportunity exists to refund all or a portion of the Series 2007 Bonds using the proceeds of revenue refunding bonds issued in one or more series by the Authority and other funds available to the University;

WHEREAS, the Board desires to authorize and approve the execution of a Ground and Buildings Lease Agreement by and between the Board and the Corporation (the “Ground Lease”) and an Agreement to Lease with Option to Purchase (the “Facilities Lease”), by and between the Board and the Corporation, relative to the lease and lease-back of a portion of the University’s campus to the Corporation for the acquisition, development, construction, renovation, and reconstruction of student housing facilities to replace approximately 1,200 traditional housing beds, the construction and equipping of new residence halls, the renovation of existing residence halls, the demolition of certain existing residence halls, and the construction of associated parking student housing and related facilities on the main campus of the University as shall be further described on Exhibit A to the Facilities Lease (the “Project”);

WHEREAS, the Corporation intends to finance the Project using the proceeds of revenue bonds issued in one or more series by the Authority and other funds available to the University;

WHEREAS, the Corporation has requested that the Authority issue its Revenue and Revenue Refunding Bonds (Louisiana Tech University Student Housing Facilities/Innovative Student Facilities, Inc. Project), taxable or tax-exempt, in one or more series (the “Bonds”), for the purpose of: (i) financing the cost of acquiring immovable property and financing the design and development of the Project; (ii) refunding all or a portion of the Series 2007 Bonds; (iii) funding a deposit to a debt service reserve fund or paying the premium for a debt service reserve fund surety policy, if necessary; (iv) funding capitalized interest on the Bonds, if necessary, and (v) paying costs of issuance of the Bonds, including the premium for the bond insurance policy insuring the Bonds, if necessary;

WHEREAS, in connection with the issuance of the Bonds, it is necessary to enter into the Ground Lease and the Facilities Lease to provide for the lease and lease-back of a portion of the University’s campus to the Corporation for the Project and to supplement the Existing Ground Lease and the Existing Facilities Lease in order to incorporate references to the Bonds; and

WHEREAS, the Board now desires to approve the issuance of the Bonds and to authorize the execution of the Ground Lease, the Facilities Lease, a First Supplemental Ground Lease supplementing the Existing Ground Lease (the “Supplemental Ground Lease”), and a First Supplemental Facilities Lease supplementing the Existing Facilities Lease (the “Supplemental Facilities Lease”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System that:

SECTION 1. The Board hereby approves the issuance of the Authority’s not to exceed $116,000,000 Revenue and Revenue Refunding Bonds (Louisiana Tech University Student Housing Facilities/Innovative Student Facilities, Inc. Project), taxable or tax-exempt, in one or more series (the “Bonds”), for the purpose of: (i) financing the cost of acquiring immovable property and financing the design and development of the Project; (ii) refunding all or a portion of the Series 2007 Bonds; (iii)
funding a deposit to a debt service reserve fund or paying the premium for a debt service reserve fund surety policy, if necessary; (iv) funding capitalized interest on the Bonds, if necessary, and (v) paying costs of issuance of the Bonds, including the premium for the bond insurance policy insuring the Bonds, if necessary.

SECTION 2. The form of the Ground Lease, the Facilities Lease, the Supplemental Ground Lease, and the Supplemental Facilities Lease are hereby approved in substantially the forms attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, respectively, with such additions, omissions, and changes as may be approved by may be made with the approval of counsel to the Board and bond counsel to the Authority.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute the Ground Lease, the Facilities Lease, the Supplemental Ground Lease, and the Supplemental Facilities Lease, and any certificates, documents, agreements or other items necessary to complete the lease of the land to the Corporation, the Project, and the issuance of the Bonds.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:
The Resolution was declared to be adopted on the 22nd day of October, 2015.

****

(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Certified to be a true copy:

__________________________________________
Secretary
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the “Board”), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on October 22, 2015 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC., AND THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES THEREON; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL GROUND LEASE AGREEMENT AND FIRST SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE REFUNDING OF ALL OR A PORTION OF THE $51,670,000 LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (LOUISIANA TECH UNIVERSITY STUDENT HOUSING FACILITIES/INNOVATIVE STUDENT FACILITIES, INC. PROJECT) SERIES 2007 ISSUED TO FINANCE CERTAIN STUDENT HOUSING FACILITIES; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

which resolution was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the 22nd day of October, 2015.

Name: Carol Slaght
Title: Assistant to the Board

[SEAL]
EXHIBIT A

FORM OF
GROUND LEASE AGREEMENT
EXHIBIT B

FORM OF
AGREEMENT TO LEASE WITH OPTION TO PURCHASE
EXHIBIT C

FORM OF
SUPPLEMENTAL GROUND LEASE AGREEMENT
EXHIBIT D

FORM OF
SUPPLEMENTAL AGREEMENT TO LEASE WITH OPTION TO PURCHASE
Item G.7. Southeastern Louisiana University is proposing the design, construction, demolition, and replacement of a portion of the University’s Student Housing Program and expansion of certain ancillary building(s).

EXECUTIVE SUMMARY

Background

In 2004, Southeastern embarked on a major renovation of its housing program, which consisted of 1,509 new beds. In addition to the 2004 project, four existing facilities to include The Oaks, The Village, Cardinal Newman Hall, and Zachary Taylor Hall have remained in service. Having experienced a waitlist for the past eight fall semesters, the University has been forced to double occupy rooms in Zachary Taylor Hall that are intended to house only single occupancy. However, the University has determined that Zachary Taylor Hall has reached its useful life and cannot longer service the needs of students. With this current situation in mind, the University intends, through the assistance of its not-for-profit, to develop new housing that will replace and expand its current housing program. The proposed project will consist of approximately 300-500 new beds with certain additional amenities including public gathering spaces for on-campus residents and the potential for additional residential dining locations.

The University has contracted with Anderson-Stickler to conduct market research, and preliminary findings have determined that replacement housing needs exist.

The current housing inventory consists of approximately 312 apartment-style beds, organizational housing consisting of 270 beds including sororities and fraternities, and 1,805 beds consisting of a combination of double and private spaces. Zachary Taylor Hall, which has 202 of the 1,805 beds, was constructed in 1962. It consists of 202 private rooms; however, for Fall 2015, it is occupied by 227 students, resulting in an occupancy of 114%.

Location

The proposed housing development will take place on the north side of the main campus.

Project Scope

The proposed project will include the development of 300-500 units, residential gathering spaces as well as the possible expansion of an on-campus dining location.
Project Schedule

The University would like to begin construction of this complex in late Fall of 2016 with expected completion in the Fall of 2017.

Financing & Project Structure

The University plans to finance this project using the traditional third-party process and standard lease/leaseback agreements. The Board of Supervisors has used this same third-party financing mechanism numerous times to successfully finance needed projects for on-campus student housing and student union projects at various universities throughout the State. The University plans to repay the debt with proceeds from rent collected from the residents.

Summary

Southeastern Louisiana University appreciates the Board’s consideration of this important project. The University is striving to continuously improve its facilities in order to ensure student enrollment is maximized and student demand is met.

This presentation is for informational purposes only and does not require Board approval at this time. The University plans to move forward with the development process and will return to the Board for full approval of the project and lease documents at a later date.
September 17, 2015

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

Re: University Student Housing Replacement Project

Dear Dr. Woodley:

Southeastern Louisiana University is requesting to place on the Board Agenda for its October 22, 2015 meeting, a notification item to inform the Board regarding the design, construction, demolition and replacement of a portion of the University’s Student Housing Program.

In 2004, Southeastern began a major renovation of its housing program which increased the number of beds on campus to 2,387. Having experienced a waitlist for the past eight (8) fall semesters, the University has been forced to double occupy rooms that are intended to house only single occupancy. Accordingly, with the assistance of our not-for-profit corporation, University Facilities, Inc. (UFI), the University intends to develop new housing that will replace and expand our current housing program. The proposed project will consist of approximately 300-500 new beds with certain additional amenities including public gathering spaces for on-campus residents and the potential for additional residential dining locations.

Please place this information item on the agenda for the October 22, 2015 meeting of the University of Louisiana System Board of Supervisors. We will request an agenda item to request Board approval at a later date when additional details and lease documents are finalized.

Your consideration of this request is greatly appreciated.

Sincerely,

John L. Crain
President

Attachment
Southeastern Louisiana University

Replacement Student Housing Project

Presentation to the Board of Supervisors for the University of Louisiana System
Executive Summary

Summary

Southeastern Louisiana University is proposing the design, construction, demolition and replacement of a portion of the University’s Student Housing Program and expansion of certain ancillary building(s).

Background

In 2004, Southeastern embarked on a major renovation of its housing program, which consisted of 1,509 new beds. In addition to the 2004 project, four existing facilities to include The Oaks, The Village, Cardinal Newman Hall, and Zachary Taylor Hall have remained in service. Having experienced a waitlist for the past eight (8) fall semesters, the University has been forced to double occupy rooms in Zachary Taylor Hall that are intended to house only single occupancy. However, the University has determined that Zachary Taylor Hall has reached its useful life and can no longer service the needs of our students. With this current situation in mind, the University intends, through the assistance of its not-for-profit, to develop new housing that will replace and expand its current housing program. The proposed project will consist of approximately 300-500 new beds with certain additional amenities including public gathering spaces for on-campus residents and the potential for additional residential dining locations.

The University has contracted with Anderson-Stickler to conduct market research and preliminary findings have determined that replacement housing needs exist.

Our current housing inventory consists of approximately 312 apartment-style beds, organizational housing consisting of 270 beds including sororities and fraternities; and 1,805 beds consisting of a combination of double and private spaces. Zachary Taylor hall, which has 202 of the 1,805 beds, was constructed in 1962. It consists of 202 private rooms, however, for Fall 2015, it is occupied by 227 students, resulting in an occupancy of 114%.

Location

The proposed housing development will take place on the north side of the main campus.

Project Scope

The proposed project will include the development of 300-500 units, residential gathering spaces as well as the possible expansion of an on-campus dining location.
Project Schedule

The University would like to begin construction of this complex in late Fall of 2016 with expected completion in the Fall of 2017.

Financing & Project Structure

The University plans to finance this project using the traditional third party process and standard lease / leaseback agreements. The Board of Supervisors has used this same third party financing mechanism numerous times to successfully finance needed projects for on-campus student housing and student union projects at various universities throughout the State. The University plans to repay the debt with proceeds from rent collected from the residents.

Summary

Southeastern Louisiana University appreciates the Board’s consideration of this important project. The University is striving to continuously improve its facilities in order to ensure student enrollment is maximized and student demand is met.

This presentation is for informational purposes only and does not need Board Approval at this time. The University plans to move forward with the development process and will return to the Board for full approval of the project and lease documents at a later date.
Item G.8. University of Louisiana at Monroe’s request for approval to enter into a Grounds Lease Agreement with ULM Facilities Inc. to construct a new Student Event Center on the campus of the University.

EXECUTIVE SUMMARY

The University requests approval to enter into a Grounds Lease Agreement with ULM Facilities Inc., a 501(c)3, not-for-profit corporation, to construct a new Student Event Center and accept donation of improvements to the University. ULM will lease the land where the new facility will be constructed to ULM Facilities, Inc. (ULMFI). This land will be leased to ULMFI for $1.00 per year.

The University recently completed a master plan for all campus facilities. During the master planning process, ULM identified a need for a strategically located meeting/event facility on campus. After significant planning and discussion, ULM wants to remodel the existing Natatorium facility into a meeting/event center for the University that includes a practice area for University spirit groups. The University envisions being able to hold University events in the facility – meetings, conferences, dances, small concerts, social gatherings, et cetera. When the University is not using the facility, it plans to be able to rent the facility for other community functions – social gatherings, wedding receptions, conferences, et cetera. In addition to the meeting/event space, the University also wants to use a portion of the facility for student spirit groups – Cheerleaders, Dance Team, and other similar organizations. The University wants to develop an area for them that is suitable for practice, has a small locker room area, and provides storage for their equipment. This area will need a high ceiling due to some of the routines performed by these groups.

ULMFI anticipates that the total funding available for the project will be around $7,000,000. This will include all construction, design, testing/surveying, furniture, equipment, and contingency funding. The University will not incur any debt as a result of this project. The University’s land/property will not be used as security for the ULM Facilities Inc. loan.

The Grounds Lease Agreement will expire when all construction is completed. At that time ULM Facilities, Inc. will donate all improvements to the University.
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 enter into a Grounds Lease Agreement with ULM Facilities Inc. to construct a new Student Event Center on the campus of the University.

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/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe or his designee is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of University of Louisiana at Monroe.

AND FURTHER, that University of Louisiana at Monroe will provide the System office with copies of all final executed documents for Board files.
September 16, 2015

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

RE: University of Louisiana at Monroe (ULM)  
Request to Approve the Student Event Center  
October 22, 2015 ULS Board Meeting

Dear Dr. Woodley:

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new Student Event Center Facility. I have enclosed an executive summary providing detailed information on this project. Please include ULM's request for approval on the October 22, 2015 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the project from the Board of Regents at the October 28, 2015 meeting.

Should you have any questions or need further information please contact Michael Davis, ULM Facilities Planning Officer. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdcas@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  
Michael Davis, ULM Facilities Planning Officer  
Bruce Janet, UL System Director of Internal and External Audit
Student Event Center

Presentation to the Board of Supervisors for the University of Louisiana System

October 22, 2015
Contact Information

- **University**
  Michael Davis, Facilities Planning Officer
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-5171
  (318) 342-3465 (fax)
  mdavis@ulm.edu

  Dr. William Graves, Chief Business Officer
  University of Louisiana at Monroe (ULM)
  700 University Avenue
  Monroe, LA 71209
  (318) 342-1961
  (318) 342-1966 (fax)
  graves@ulm.edu

- **Affiliate – 501(c)3 Organization**
  R. Scott McDonald, Chairman
  ULM Facilities Inc.
  700 University Avenue
  University Library, Suite 623
  Monroe, LA 71209
  (318) 342-1961

- **Project Counsel**
  Charles Herold
  Hudson, Potts, and Bernstein
  1800 Hudson Lane, Suite 300
  Monroe, LA 71201
  (318) 388-4400
  (318) 388-2758 (fax)
  cherold@hpblaw.com

- **Project Designer**
  Tim Brandon, Architect
  103 Cypress St.
  West Monroe, LA 71291
  (318) 340-1550
  (318) 998-1315 (fax)
  tbrandon@tbastudio.com
Executive Summary

Background

The University of Louisiana at Monroe (ULM) Oxford Natatorium was constructed in 1979 and was used as an indoor aquatic sports facility until 2014. Currently, the pools have been drained; the building has been cleaned and is not being used by the University. The facility is located at a very prime location on the main campus of ULM. The facility has nice water frontage along Bayou Desiard and is easily accessible by all of the campus.

Location

The new Student Event Center will be located at 4402 Bon Aire Drive, which is at the corner of Bon Aire Drive and Warhawk Way on the main campus of ULM in Monroe, LA. It will sit just to the east of our honors residence hall and to the west of the Anna Gray Noe Alumni Center.

Project Scope

The University recently completed a master plan for all campus facilities. During the master planning process, ULM identified a need for a strategically located meeting / event facility on campus. After significant planning and discussion, ULM wants to consider remodeling the existing Natatorium facility into a meeting / event center for the University that includes a practice area for University spirit groups.

We envision being able to hold University events in the facility – meetings, conferences, dances, small concerts, social gatherings, etc. When the University is not using the facility we hope to be able to rent the facility for other community functions – social gatherings, wedding receptions, conferences, etc.

In addition to the meeting / event space, the University also wants to use a portion of the facility for student spirit groups – Cheerleaders, Dance Team, and other similar organizations. We want to develop an area for them that is suitable for practice, has a small locker room area, and provides storage for their equipment. This area will need a high ceiling due to some of the routines performed by these groups.

We feel that the facility lends itself to adaptive re-use. The building structure is in good condition and there are not many columns in the way. The building will need a new roof. The HVAC system in the building will need to be replaced. The renovation will also require the building to come into compliance with all applicable, current building codes. This will likely include a new fire alarm, new automatic fire sprinkler system, ADA accessibility improvements, etc.
The University is also interested in improving the overall exterior and interior appearance of the facility. We want the facility to be one of our nicest and most modern facilities on campus with an appearance that complements the overall campus architecture. We also want the new facility to focus and draw attention to Bayou Desiard, which is a focal point on campus. The facility should include some outdoor areas on the bayou that are inviting and easily accessible to building occupants. The design should also include new landscaping that enhances the overall appearance and function of the renovated facility.

To support the event portion of the facility, the University expects that the renovation will include a full commercial quality kitchen that is setup for cooking and serving full meals for events. Additionally, the new facility will need to include large loading and storage areas to allow for setups of many different types of events.

**Project Schedule**

- Receive UL System Board Approval – October 22, 2015
- Sign contract with Architect for design services – November 30, 2015
- Architectural and Engineering Begin Design Phase – November 2, 2015
- Project Out for Public Bidding Phase – January 11, 2016
- Bidding Phase Closes - February 11, 2016
- Open Bids – February 11, 2016
- Contracting Phase – Finalizing Contracts, Land leases, etc. – February 29, 2016
- Begin Construction – March 1, 2016
- Building Construction Phase – March 1, 2017
- Grand Opening / Ribbon Cutting – March 16, 2017
Current Project Status

The ULMFI has contracted with Tim Bandon Studios, an architect located in Monroe, LA, to begin the design phase. We are currently working to finalize the floor plan and layout of the new facility. Tim Bandon is working with electrical engineers, mechanical engineers and a land surveying firm to narrow down the requirement for the renovation.

Project Structure

The University plans to construct the Student Event Center by using the third party process and standard lease / leaseback agreements.

The project will be administered by ULM Facilities, Inc. (ULMFI). ULMFI is a 501c3 not for profit corporation affiliated with the University. The University will lease the land including the Natatorium to ULM Facilities, Inc. ULMFI will then complete the renovation project and then will lease the facility back to the University upon the completion of construction. ULM students have voted on and are providing funding through a student fee to pay for planning and design and also the debt associated with this project. ULMFI will arrange for all construction for the project.

ULMFI anticipates that the total funding available for the project will be around 7,000,000. This will include all construction, design, testing / surveying, furniture, equipment, and contingency funding. The University will not incur any debt as a result of this project. The University's land / property will not be used as security for the ULM Facilities Inc. loan.
Business Plan

Project Budget

Architectural Design Expense Remaining: $464,000
Construction Contract, Guaranteed Maximum: $5,800,000
Furnishings, Fixtures & Equipment: $430,000
Miscellaneous Expenses: $6,000
(QC Testing, Advertising, etc.)
Project Contingency: $300,000
Project Total: $7,000,000
Summary

The University of Louisiana at Monroe (ULM) appreciates the Board’s consideration of this important project. The University is striving to continuously improve our facilities, and our students are most supportive and appreciative of those efforts.

Accordingly, we respectfully request your approval of our project to construct a new Student Event Center on campus to benefit our students and student life on campus.
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by ____________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE TO UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., AND THE RENOVATION OF THE EXISTING NATATORIUM AND THE DEVELOPMENT AND CONSTRUCTION OF AN EVENTS CENTER; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) will, pursuant to La. R.S. 17:3361 through 17:3365 (the “Act”), and other constitutional and statutory authority supplemental thereto, lease portions of the campus of University of Louisiana at Monroe (the “University”) to University of Louisiana Monroe Facilities, Inc. (the “Corporation”), in order to enable the Corporation to develop, construct, and renovate campus facilities;

WHEREAS, the Board desires to approve and authorize the execution of (a) a Ground and Buildings Lease Agreement by and between the Board and the Corporation (the “Ground Lease”) and (b) an Agreement to Lease with Option to Purchase (the “Facilities Lease”), by and between the Board and the Corporation, relative to the lease and lease-back of a portion of the University’s campus to the Corporation for the renovation of the existing natatorium on the campus of the University and the construction of a spirit group practice area, as well as a large events center to accommodate recruitment events, student events, parties, weddings, and conferences on the main campus of the University as further described on Exhibit A to the Facilities Lease (the “Project”);

WHEREAS, in connection with the development of the Project, it is necessary to enter into the Ground Lease and the Facilities Lease to provide for the lease and lease-back of a portion of the University’s campus to the Corporation for the Project; and

WHEREAS, the Board now desires to authorize the execution of the Ground Lease and the Facilities Lease.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:

SECTION 1. The Ground Lease and the Facilities Lease, each substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, subject to such changes as may be approved by counsel to the Board.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute the Ground Lease, the Facilities Lease, attached hereto as Exhibit A and Exhibit B, respectively, and any certificates, documents, agreements, or other items necessary therefor, subject to approval by counsel to the Board.
SECTION 3. This resolution shall take effect immediately.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the _____ day of October, 2015.

*****
(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

___________________________________________
Chairman

Certified to be a true copy.

______________________________
Secretary

[SEAL]
EXHIBIT A

FORM OF GROUND LEASE
EXHIBIT B

FORM OF FACILITIES LEASE