AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*1:40 p.m., Thursday, December 10, 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 October 22, 2015 Facilities Planning Committee Meeting
D. Consent Agenda:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval to demolish the Early Childhood Education Center building.

Board Agenda Item G.2.

McNeese State University’s request for approval to demolish the Cowboy Diamond Restrooms/Concessions Building located on the University’s Athletic Campus.

Board Agenda Item G.4.

University of Louisiana at Monroe’s request for approval to enter into a ten-year lease agreement for the University’s bookstore operations with Barnes & Noble College Booksellers, effective March 1, 2016.
Board Agenda Item G.6.

University of Louisiana at Monroe’s request for approval of the form and authorization to execute an Amended and Restated Ground and Buildings Lease Agreement and an Amended and Restated 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 University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the construction of a student center on the campus of the University.

E. Discussion/Action Item:

Board Agenda Item G.3.

Nicholls State University’s request for approval of the form and authorization to execute an Amended and Restated Ground and Facilities Lease Agreement and an Amended and Restated Agreement to Lease with Option to Purchase, each between the University and NSU Facilities Corporation, to refund the Series 2006 Bonds.

Board Agenda Item G.5.

University of Louisiana at Monroe’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement and an 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 University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the construction of sorority housing on the campus of the University.

F. Other Business

G. Adjournment
Consent Agenda
Item G.1. Louisiana Tech University’s request for approval to demolish the Early Childhood Education Center building.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Early Childhood Education Center building. It was constructed in 1956 and has approximately 2,095 square feet. The building has accessibility deficiencies and does not meet current licensure standards. Modifications to the building have been deemed not to be cost effective. Approved at the October 2015 Board meeting, a new third-party project to construct campus residential facilities is planned for this site.

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 Louisiana Tech University’s request to demolish the Early Childhood Education Center building.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

A portion of the new housing project authorized by the Board of Supervisors for the University of Louisiana System and the Board of Regents will be situated on the current site of the Early Childhood Education Center. The placement of these new residential facilities and relocation of the Early Childhood Education Center are consistent with the University Facility Masterplan.

The Early Childhood Education Center, State I.D. 7857, was constructed in 1956 and is approximately 2,095 gross square feet in size. The facility has been maintained but has accessibility deficiencies and does not meet current licensure standards. Due to construction type, size, space configuration and site restrictions, upgrades and improvements to remedy these deficiencies has been deemed not to be cost effective.

Louisiana Tech University will modify the Former Blind Center located in the Enterprise Campus for use by the Early Childhood Education Center. This facility has 3,492 square feet of space and will allow the program to transition from having two classes in two half-day sessions to having two full-day sessions thereby improving observation and practicum opportunities for University students.

We respectfully request permission to begin the process to demolish this facility. The approval process will require a review and concurrence from Facility Planning and Control and area legislators.

Sincerely,

Leslie K. Guice
President
Early Childhood Education Center, 2,095 gross s.f.

State Building I.D. S07857
Item G.2. McNeese State University’s request for approval to demolish the Cowboy Diamond Restrooms/Concessions Building located on the University’s Athletic Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Cowboy Diamond Restrooms/Concessions Building located on the University’s Athletic Campus.

The Restrooms/Concessions Building was originally constructed on the McNeese State University Athletic Campus in 1975. The University currently is preparing a Capital Outlay project to address all ADA deficiencies at the University and, as part of that plan, the construction of much larger restrooms at Cowboy Diamond per the Louisiana Plumbing Code and the International Building Code (IBC) is required. These codes will simply not allow for the reconfiguration of the existing building by reducing the number of water closets to accommodate an accessible water closet, and the existing facilities are already undersized. The University, the designer, and Facility Planning and Control have jointly determined that demolition of the existing facility and construction of a new facility are the best options. Therefore, the University would like to demolish this building in order to comply with both the ADA Guidelines, the Louisiana Plumbing Code and IBC, and to provide adequate, clean restroom facilities for its patrons.

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 McNeese State University’s request for approval to demolish the Cowboy Diamond Restrooms/Concessions Building located on the University’s Athletic Campus.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
November 3, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval to demolish Restroom/Concession Facilities at Cowboy Diamond.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the December 10, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]
Philip C. Williams
President

Enclosures
MEMORANDUM

TO: President Philip Williams

FROM: Eddie P. Meche, Vice President for Business Affairs and University Services

SUBJECT: Request to Demolish Restroom/Concession Facilities at Cowboy Diamond

DATE: November 2, 2015

As part of the ADA Upgrades to satisfy requirements of the University’s 2010 Settlement Agreement with the United States Justice Department, McNeese State University is required to upgrade the restroom/concessions facilities at Cowboy Diamond. Louisiana Plumbing Codes will not allow the University to reduce the number of existing water closets to make room for accessible restrooms. The University must either expand the existing facility or demolish the existing facility and reconstruct new facilities. Due to space restrictions on the site and the configuration of the existing facilities, the University, the designer, and Facility Planning and Control agree that demolition and reconstruction is the best option.

Louisiana Revised Statute 38:2212.2 requires that no building or structure may be razed or demolished unless all members of the legislature representing the district in which the building is located are notified. As required by the Board of Supervisors policy, the University must provide justification for the demolition to the Board of Supervisors and receive approval from the Board. The request must then be submitted to the Division of Administration accompanied by the ULS Board resolution.

I respectfully request that the above item be submitted for consideration by the Board at its December 10, 2015 meeting. You will find attached a draft executive summary for this item.

Attachments

[Signature]

Philip C. Williams, President
McNeese State University
Date: 11/3/2015
Item G.4. University of Louisiana at Monroe’s request for approval to enter into a ten-year lease agreement for the University’s bookstore operations with Barnes & Noble College Booksellers, effective March 1, 2016.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting a ten-year agreement (March 1, 2016 to February 28, 2026) with Barnes & Noble College Booksellers. Barnes & Noble will guarantee an annual lease payment of $450,000 to ULM in year one and $250,000 in year two or 13.6% of all gross sales up to $3,000,000; 14.6% of all gross sales from $3-$5,000,000 or 15.6% of all gross sales over $5,000,000, whichever is greater. Barnes & Noble will pay a 7% commission on gross sales of all digital course materials. In any contract period that is less than a complete year, the payments shall be based on the percentage of gross sales at the bookstore. The following financial commitments will apply:

- Barnes & Noble will invest up to $600,000 to design, fixture, and equip out the new bookstore located in Sandel Hall.
- Barnes & Noble will spend up to $150,000 in year six to make store improvements.
- Barnes & Noble will spend in year nine up to $250,000 to make improvements to the bookstore in exchange for a five-year extension of the agreement.
- Barnes & Noble will provide up to $15,000 for annual reimbursement to ULM for the cost of utilities for the bookstore facility.
- Barnes & Noble will make an annual donation of $10,000 in scholarships to students designated by 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 ten-year lease agreement for the University’s bookstore operations with Barnes & Noble College Booksellers, effective March 1, 2016.
BE IT FURTHER RESOLVED, that University of Louisiana at Monroe shall obtain final review and approval 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 and his or her designee are hereby designated and authorized to execute any and all documents necessary to execute this agreement.

AND FURTHER, that University of Louisiana at Monroe will provide the System Office with copies of all final executed documents for Board files.
November 2, 2015

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

Dear Dr. Woodley:

I respectfully request for approval to enter into a ten (10) year lease agreement for the University’s bookstore operations with Barnes & Noble College Booksellers.

If I may be of further assistance, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.
President
Agreement for Bookstore Services
between
Board of Supervisors of the University of Louisiana System on Behalf of
University of Louisiana at Monroe
and
Barnes & Noble College Booksellers, LLC

1. Engagement of Barnes & Noble:

The Board of Supervisors of the University of Louisiana System on behalf of University of Louisiana at Monroe (University of Louisiana Monroe) hereby engages Barnes & Noble College Booksellers, LLC ("Barnes & Noble") to operate and provide services for the bookstore of University of Louisiana Monroe (the "Bookstore") on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

2. Term, Amendment and Notices:

This Agreement shall govern the relationship between University of Louisiana Monroe and Barnes & Noble with regard to the Bookstore for the period March 1, 2016, through February 28, 2026.

No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to the following individual by certified mail: Tommy Walpole, Executive Director for Auxiliary Enterprises for University of Louisiana Monroe located at 700 University Avenue, Monroe, LA 71209 and Janine von Juergensonn and Kim Otte for Barnes & Noble College Booksellers, LLC located at 120 Mountain View Blvd, Basking Ridge, NJ 07920.

2.1. Termination University of Louisiana at Monroe and Barnes & Noble shall have the right to terminate this Agreement at any time by giving one hundred and eighty (180) days written notice to the other party.

2.2. Termination of this Agreement for Cause

The University may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions contained in the Agreement, the RFP, or the RFP response, or the Contractor’s failure to fulfill its performance obligations pursuant to this Agreement, the RFP, or the RFP response provided that the University shall give the Contractor written notice specifying the Contractor’s failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, the RFP, or the RFP response; provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.
3. University of Louisiana Monroe Shall Provide to Barnes & Noble at University of Louisiana Monroe’s Expense:

a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore. Barnes & Noble shall reimburse University of Louisiana Monroe for utilities expense up to $15,000 per year.

b) Campus telephones and campus telephone service

c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located.

d) Trash removal, and extermination services for the Bookstore.

e) All debit or credit card or other financial services made available by University of Louisiana Monroe to its students.

f) The placement of an electronic link to the Bookstore’s web site on University of Louisiana Monroe’s home page.

4. Environmental Matters:

To the best of its knowledge, University of Louisiana Monroe is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. University of Louisiana Monroe shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.

5. Third Party:

University of Louisiana Monroe shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by University of Louisiana Monroe. Should University of Louisiana Monroe or a representative thereof elect to circumvent the Bookstore and enter into agreements with third parties, such arrangements could materially impact the revenue stream of the Bookstore. Such actions would necessitate an adjustment to the financial agreement resulting in the need to base commission payments on the calculated commission as defined in Section 22 of this Agreement; the guaranteed amount, under these circumstances, becomes null and void.

6. Barnes & Noble Shall Provide to University of Louisiana Monroe at Barnes & Noble’s Expense:

All operating expenses of the Bookstore including those related to:

a) Employees, including payroll and payroll system costs, and employee benefits.

b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property or municipal taxes on the Bookstore.

c) Office equipment maintenance and repair.
d) General custodial services.

e) Loss prevention services.

f) Long distance telephone services, through a vendor selected by Barnes & Noble.

7. Insurance:

Barnes & Noble shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

a) Worker’s Compensation and Employer’s Liability Insurance and such other insurance as may be required under applicable state statutes.

b) Comprehensive General Liability Insurance subject to $3,000,000 limits.

c) Property Damage Liability Insurance in the amount of $1,000,000.

d) Motor Vehicle Liability Insurance with limits of $100,000 per person, $300,000 per occurrence, and $50,000 property damage.

At the request of University of Louisiana Monroe, Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall save University of Louisiana Monroe harmless from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Barnes & Noble vehicles on the Bookstore premises, except for claims caused by University of Louisiana Monroe or any of its employees, agents or representatives, for which University of Louisiana Monroe shall save Barnes & Noble harmless.

Barnes & Noble’s insurance policies for the Bookstore shall name University of Louisiana Monroe as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured.

8. Compliance with all Laws:

This contract shall be governed and interpreted with the laws of the State of Louisiana. Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

9. Management and Staff:

Barnes & Noble shall staff the Bookstore with experienced and qualified managerial and clerical personnel. During peak “rush” periods, Barnes & Noble shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

University of Louisiana Monroe Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble and University of Louisiana Monroe.
Barnes & Noble will comply with written requests by University of Louisiana Monroe to remove or reassign store personnel for good cause.

10. Staff Relations, Wages, and Benefits:

Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble has the right to set its own wages and benefits. Barnes & Noble will employ students of University of Louisiana Monroe at the Bookstore whenever reasonably possible.

11. Calendar of Operating Hours:

Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official University of Louisiana Monroe calendar and in mutual agreement with University of Louisiana Monroe in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

12. Book Orders and Deadlines:

Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

a) On or before October 1 for the spring semester.

b) On or before March 1 for the summer sessions.

c) On or before April 1 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. University of Louisiana Monroe shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

13. Services Expected:

Barnes & Noble shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

a) The Bookstore shall be University of Louisiana Monroe’s exclusive on-campus buyer and seller of all required, recommended or suggested course materials and including books, course packs, computer software, textbook rentals, and materials published or distributed electronically and/or through learning management systems, or sold over the Internet. As used in this Agreement, “Internet” includes the World Wide Web and any proprietary online service. Barnes & Noble will provide exclusive online services through our web site and have first right of refusal to fulfill any distance learning material needs during the term of this Agreement.
b) The Bookstore shall be designated the exclusive on-campus agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales will be guaranteed by University of Louisiana Monroe and are payable within 30 days of invoice date. Any unpaid balances days will be subject to 1% interest per month.

c) The Bookstore shall also be University of Louisiana Monroe’s exclusive on-campus and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a University of Louisiana Monroe emblem, logo, insignia or other identifying mark.

d) University of Louisiana Monroe shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by University of Louisiana Monroe.

e) The Bookstore shall be the exclusive on-campus agent for the rental and/or sale of graduation caps and gowns and commencement invitations.

f) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries. Food items shall not be prepared food items that will compete with Food Services contract.

g) Barnes & Noble will provide exclusive custom publishing services for University of Louisiana Monroe. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.

h) Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.

i) Barnes & Noble shall provide charge sales for supplies for University of Louisiana Monroe departments and offices. Payments for such charge sales shall be guaranteed by University of Louisiana Monroe and payable within 30 days. Any unpaid balances will be subject to 1% interest per month.

j) Barnes & Noble will allow full-time faculty and staff, and alumni of University of Louisiana Monroe a 15% discount on the marked price on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

k) Barnes & Noble will offer a 20% discount on the marked price on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

l) If University of Louisiana Monroe accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if University of Louisiana Monroe permits tabling or other third-party promotional
activities at any event sponsored by University of Louisiana Monroe or located on the University of Louisiana Monroe campus, University of Louisiana Monroe agrees that:

(a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;

(b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and

(c) University of Louisiana Monroe shall not accept advertising in such material from, or permit tabling or other promotional activities at any of such events by any seller of college textbooks and/or course supplies other than the Bookstore.

m) Barnes & Noble will act as University of Louisiana Monroe’s partner in new student orientation, alumni and faculty outreach through the Igniting the New Student Connection, Igniting the Alumni Connection and Igniting the Faculty Connection programs. To facilitate these programs, to the extent of their ability, the University of Louisiana Monroe will provide Barnes & Noble with all enrolled student, parent, alumni and faculty email lists on an annual basis.

14. Booklist:

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble’s proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should University of Louisiana Monroe require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request that faculty adoption information will be provided.

15. Used Book Purchase and Resale:

Barnes and Noble shall buy books from University of Louisiana Monroe faculty, staff and students at the following prices:

a) When the Bookstore has been notified that the book will be used at University of Louisiana Monroe the following semester, the Bookstore will buy back sufficient books to fill its quota at 50% of the customer’s purchase price (provided the book is a good used copy). The remainder of those books will be bought back at the wholesale price.

b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.

c) Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

16. Refunds and Exchanges:

Barnes & Noble shall offer refunds and exchanges as follows:
a) **Textbooks**

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within 30 days of the first day of classes, textbooks will be refunded with an original receipt and with a valid proof of add/drop.

b) **General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics**

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) **All Other Merchandise**

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If without a receipt, a store credit will be issued at the current selling price.

Refunds or Exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books, activated eBooks, custom course materials, outlines, study guides, school guides, magazines and prepaid cards.

17. **Policy Posting:**

Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.

18. **Purchase of Inventory:**

All saleable inventory of the Bookstore will be purchased and paid for by Barnes & Noble from the current vendor in the following manner:

a) **New Textbooks**

1. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by Barnes & Noble at the current vendor’s cost.

2. All excess textbooks not accepted for return will be purchased by Barnes & Noble at the current wholesale price.

3. In determining overstock for adopted textbooks, new texts will take preference over used. For example, if the adoption for the following term calls for 40 texts and the Bookstore has
30 used texts on hand and 15 new texts on hand, then five of the used texts would be considered overstock.

b) Used Textbooks

1. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at the current vendor’s cost.

2. All excess adopted used textbooks will be purchased by Barnes & Noble at the current wholesale price.

c) Trade, Paperback, Technical, and Reference Books

1. All trade, paperback, technical and reference books in clean and saleable condition, less than 6 months old, will be purchased by Barnes & Noble at the current vendor’s cost.

2. Books not in clean and saleable condition will be set aside and purchased by Barnes & Noble at a mutually agreeable price.

d) School Supplies and General Merchandise

This category includes all items not previously mentioned, including art, office and general supplies, stationery and greeting cards, etc.

1. All of the above supplies and merchandise in clean and saleable condition, up to a 6 month supply, will be purchased by Barnes & Noble at the current vendor’s cost.

2. Items not in clean and saleable condition will be set aside and purchased by Barnes & Noble at a mutually agreeable price.

e) Payment for Inventory

Barnes & Noble will pay the current vendor for all inventory in two equal payments: 50% within 60 days after the completion of a physical inventory, and 50% within 120 days after the completion of that inventory.

19. Repurchase of Inventory (On hand):

University of Louisiana Monroe shall repurchase, or require a successor contractor to purchase, Barnes & Noble’s inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Barnes & Noble.

Should University of Louisiana Monroe change logo or contracted athletic apparel provider/licensee, University of Louisiana Monroe will either give Barnes & Noble six months written notice or will allow Barnes & Noble to automatically deduct from commissions due the cost of unsold emblematic merchandise. The aforementioned reimbursed inventory becomes the property of ULM and Auxiliary Enterprises will take possession.
20. Repurchase of Inventory (Outstanding rentals):

In the event of cancellation of this Agreement, University of Louisiana Monroe shall purchase, or require a successor contractor to purchase, Barnes & Noble’s rental inventory outstanding at the time of the transition, at the buyback value (50% of the retail price).

21. Sales Markup Basis:

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

a) New textbooks will be sold at no greater than (i) the publisher’s list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net priced books are defined as books purchased from publishers that do not have a publisher’s suggested list price or when the publisher's discount to the bookstore is less than 20%.

b) Used textbooks will be sold at 25% less than the new selling price.

c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 30% gross margin.

d) Barnes & Noble will be setting rental fees for each title, and any given title’s fee may vary as a percentage of the retail selling price.

e) School supplies will be priced at or below manufacturers’ suggested retail prices.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein.

22. Guaranteed Payment / Percentage of Sales:

On an annualized basis, Barnes & Noble will pay University of Louisiana Monroe the following guaranteed payment or the applicable percentage of gross sales at the Bookstore, whichever is greater.

Contract Year 1 Guaranteed Amount: $450,000
Contract Years 2-10 Guaranteed Amount $250,000

OR

13.6% of all gross sales* up to $3,000,000
14.6% of all gross sales* from $3,000,000 to $5,000,000
15.6% of all gross sales* over $5,000,000

*Barnes & Noble will pay a 7% commission on gross sales of all digital course materials.

In any contract period that is less than a complete year, the payments shall be based on the percentage of gross sales at the Bookstore.

Gross sales is defined as all collected sales at the Bookstore, including textbook rentals and sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted faculty/staff sales, pass-through income, merchandise sales at less than a 20% gross margin such as computer hardware as reasonably determined by Barnes & Noble, and other merchandise mutually designated as non-commissionable.
During any period of major construction when the Bookstore is meaningfully disrupted by construction, Barnes & Noble will pay the school according to the percentage formula only.

23. Payment Schedule:

Applicable guaranteed payments as set forth above hereof shall be made monthly by Barnes & Noble to University of Louisiana Monroe and shall be paid within thirty (30) days after the close of the monthly in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to University of Louisiana Monroe upon request.

24. Donation to ULM Foundation:

At the beginning of each year of the Agreement Barnes & Noble will provide a $10,000 donation to the ULM Foundation for the Top Hawks scholarship program.

25. Retail Trailers:

Barnes & Noble will provide two new 24’ stadium trailer, wrapped in custom ULM Warhawks graphics and outfitted with retail accessories and mobile POS technology, to provide a dynamic retail outlet in “The Grove” and related gathering areas around the University where B&N will extend customer service outreach into the ULM community.

26. Sales Representation:

University of Louisiana Monroe has represented to Barnes & Noble that sales for the years ended FY 14 were $2,647,000, net of all refunds, voids, sales tax, low or no margin sales, and discounts provided to customers, as provided by University of Louisiana Monroe on June 29, 2015. This figure includes sales in all locations for which Barnes & Noble will assume operations. Since the Barnes & Noble financial offer is based on this figure and maintaining the existing business and programs, Barnes & Noble would expect to renegotiate its financial offer if the reported sales are found to be in error or materially inaccurate or if they are negatively impacted by a change in University of Louisiana Monroe’s policy.

27. Renovations:

Barnes & Noble will spend up to $600,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will depreciate this investment on a straight-line basis over the ten (10) year period of this Agreement. Should University of Louisiana Monroe cancel or fail to renew this Agreement before the end of that period, then University of Louisiana Monroe shall reimburse Barnes & Noble for any amount of the investment not yet depreciated. The Barnes & Noble “Vanilla Box” definition included with the bookstore proposal is incorporated as part of this Agreement.
Additionally, B&N in year six (6) will spend up to $150,000 to make such improvements and replacements of equipment, carpet, paint or other requirements to keep the bookstore in a new and modern condition or for the purchase of equipment to improve service to the Grove. Barnes & Noble will depreciate this investment on a straight-line basis over the remaining four (4) year period of this Agreement.

Barnes & Noble will in year nine (9) of the Agreement spend up to $250,000 to make such improvements to the bookstore or the Grove as may be necessary at that time. This funding in year nine (9) will be contingent upon the University approval of a five (5) year extension of the Agreement. Barnes & Noble will depreciate this investment on a straight-line basis over the remaining six (6) year period of this Agreement.

28. Final Approval of Renovations:

In order to provide the best possible service for University of Louisiana Monroe’s students, faculty and other customers, final approval and necessary alterations of any bookstore plans will be granted to Barnes & Noble to ensure they meet with Barnes & Noble’s minimum operational and retailing standards.

29. Force Majeure:

Barnes & Noble and University of Louisiana Monroe shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party’s control, which shall include all labor disputes, civil disturbance, reasonably unforeseeable weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.

30. Access to Point of Sale (POS) Financial and Accounting Information:

University of Louisiana Monroe shall be provided access, with sufficient notice, to the Bookstore accounting records. This may include sales information captured by our POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

a) Transaction number controls with further security level restrictions by cashier type.
b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.
c) Display window for customer viewing.

31. Benefit and Binding Effect:

This Agreement shall be binding upon and shall inure to the benefit of University of Louisiana Monroe and Barnes & Noble and their successors and assigns.

32. Headings; Interpretation:
The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”.

When used in this Agreement University of Louisiana Monroe includes all segments of the institution including all alumni, athletic and academic departments.

33. Severability:

The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.

34. Confidentiality:

Each party agrees that the financial and other terms of this Agreement shall be kept confidential and such terms may be disclosed to a third party only as required by law, including any public record disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

WITNESSES:  

LESSOR:  
UNIVERSITY OF LOUISIANA AT MONROE (ULM)  
NICK J. BRUNO, Ph.D., PRESIDENT

__________________________

__________________________

NOTARY PUBLIC

WITNESSES:  

LESSEE:  
BARNES AND NOBLE COLLEGE BOOKSELLERS  
JANINE VON JUERGEN, NATL VP OF MARKETING

__________________________

__________________________

Date: November 12, 2015  

Page 12 of 13
Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 10th day of December, 2015.

WITNESSES:

LESSOR:
UNIVERSITY OF LOUISIANA SYSTEM
DR. SANDRA WOODLEY, PRESIDENT

NOTARY PUBLIC

DATE: November 12, 2015
Item G.6. University of Louisiana at Monroe's request for approval of the form and authorization to execute an Amended and Restated Ground and Buildings Lease Agreement and an Amended and Restated 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 University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the construction of a student center on the campus of the University.

EXECUTIVE SUMMARY

The University, through University of Louisiana at Monroe Facilities, Inc., a private nonprofit corporation whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, proposes to finance the cost of design, development, construction, equipping, and 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 campus of the University.

The University, through University of Louisiana at Monroe Facilities, Inc., proposes to use proceeds of tax-exempt revenue bonds issued through the Louisiana Community Development Authority to finance the Project. The total principal amount of the bonds is estimated to be approximately $6,000,000, which will be sufficient to pay Project costs, fund necessary reserve funds and capitalized interest, and pay the costs of issuance of the Bonds. The net interest cost of the transaction is not expected to exceed 5.0%.

The land upon which the Project will be constructed has been leased to University of Louisiana at Monroe Facilities, Inc. by the Board, acting on behalf of the University, pursuant to a Ground and Buildings Lease Agreement dated as of October 1, 2015, which was previously approved by the Board. The completed Project has been leased back to the Board pursuant to an Agreement to Lease with Option to Purchase dated as of October 1, 2015, which was previously approved by the Board, in return for lease payments that secure the Bonds. The leases were executed in advance of obtaining financing for the Project in order to allow accumulated student fees to be used to pay preliminary Project costs. The University proposes the amendment and restatement of these leases to refer to the terms of the Bonds.
Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to the Corporation. The payments will be derived from two sources:

- Revenues collected by the University from a student fee levied pursuant to a resolution adopted by the Board on October 24, 1975 for the purpose of constructing a natatorium on the campus of the University; and

- Revenues collected by the University from a Student Activity Enhancement Fee student self-assessment approved by the students of the University at the Spring 2013 general election.

The above fee is authorized to be collected in perpetuity from all students each semester and session taking four or more credit hours in the amount of $10 per credit hour (not to exceed twelve credit hours for fall and spring and six credit hours for the summer and interim sessions). It is currently being levied upon students of the University and used to support recognized student organizations and co-curricular endeavors, including, but not limited to, spirit groups, visual and performing arts, sports clubs, intercollegiate activities, and student support facilities and operations.

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 the University of Louisiana at Monroe’s request for approval of the form and authorization to execute an Amended and Restated Ground and Buildings Lease Agreement and an Amended and Restated 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 University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the construction of a student center on the campus of the University.**

**BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe 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 the University of Louisiana at Monroe and his or her designee are 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 the University of Louisiana at Monroe will provide the System office with copies of all final executed documents for the Board’s files.
November 2, 2015

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

Dear Dr. Woodley:

I respectfully request for approval to amend and restate leases related to the renovation of the Natatorium into a Student Event Center.

If I may be of further assistance, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.  
President
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 AMENDED AND RESTATE AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND AN AMENDED AND RESTATE GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH FINANCING THE RENOVATION OF THE NATATORIUM AND THE DEVELOPMENT AND CONSTRUCTION OF AN EVENTS CENTER ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE; 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”) 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 has previously leased a portion of the campus of the University to the Corporation pursuant to that certain Ground and Buildings Lease Agreement dated as of October 1, 2015 by and between the Board and the Corporation (the “Original Ground Lease”) and the Corporation has entered into that certain Agreement to Lease with Option to Purchase dated as of October 1, 2015 (the “Original Facilities Lease”) in order to enable the Corporation to pay the preliminary costs associated with 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 Original 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 Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) and other funds available to the University;

WHEREAS, the Corporation has requested that the Authority issue its Revenue Bonds (University of Louisiana Monroe Facilities, Inc. – Student Center Project), taxable or tax-exempt, in one or more series (the “Bonds”), for the purpose of: (i) financing the cost of the Project; (ii) funding a deposit to a debt service reserve fund, if necessary; (iii) funding capitalized interest on the Bonds, if necessary, and (iv) paying costs of issuance of the Bonds;

WHEREAS, in connection with the issuance of the Bonds, it is necessary to amend and restated the Original Ground Lease and the Original Facilities Lease in order to incorporate references to the Bonds; and

WHEREAS, the Board now desires to authorize the execution of an Amended and Restated Ground and Buildings Lease (the “Amended Ground Lease”) and an Amended and Restated Agreement to Lease with Option to Purchase (the “Amended Facilities Lease”).
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:

SECTION 1. The Board hereby approves proceeding with the Project.

SECTION 2. The Amended Ground Lease and the Amended Facilities Lease, each substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, 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 Amended Ground Lease, the Amended Facilities Lease, attached hereto as Exhibit A and Exhibit B, respectively, 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, subject to approval by counsel to the Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
SECTION 4.  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 December, 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

[SEAL]
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 December 10, 2015 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND AN AMENDED AND RESTATED GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE NOT TO EXCEED $6,000,000 LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC. – STUDENT CENTER PROJECT) IN ONE OR MORE SERIES ON BEHALF OF UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., FOR THE PURPOSE OF FINANCING THE RENOVATION OF THE NATATORIUM AND THE DEVELOPMENT AND CONSTRUCTION OF AN EVENTS CENTER ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE; 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 ___ day of December, 2015.

__________________________
Name: Carol Slaght
Title: Assistant to the Board

[SEAL]
EXHIBIT A

FORM OF AMENDED AND RESTATED GROUND LEASE
EXHIBIT B

FORM OF AMENDED AND RESTATED FACILITIES LEASE
Discussion/Action Items
Item G.3. **Nicholls State University**'s request for approval of the form and authorization to execute an Amended and Restated Ground and Facilities Lease Agreement and an Amended and Restated Agreement to Lease with Option to Purchase, each between the University and NSU Facilities Corporation, to refund the Series 2006 Bonds.

**EXECUTIVE SUMMARY**

The University, through NSU Facilities Corporation, a private nonprofit corporation whose purpose is to support and benefit the educational, scientific, research, and public service missions of the University, financed the cost of the design, development, equipping, renovation, reconstruction, and construction of an existing student union, cafeteria and bookstore, the resurfacing of existing streets and parking lots, and the construction of new parking lots for students, faculty, staff and the public on the campus of the University. The project was financed through the issuance of both tax-exempt and taxable revenue bonds by the Louisiana Community Development Authority in 2006.

The land upon which the project was completed was leased to NSU Facilities Corporation by the Board, acting on behalf of the University, pursuant to a Ground and Facilities Lease Agreement. The completed project was leased back to the Board pursuant to an Agreement to Lease with Option to Purchase in return for lease payments that secure the Series 2006 Bonds.

The University, through NSU Facilities Corporation, proposes to use proceeds of tax-exempt and taxable revenue refunding bonds issued through the Louisiana Community Development Authority to refund all of the Series 2006 Bonds. In connection with the refunding, the University is expecting the leases originally executed when the Series 2006 Bonds were issued to be amended and restated to refer to the terms of the refunding bonds. The total principal amount of the bonds is estimated to be approximately $7,000,000, which will be sufficient to pay the costs associated with retiring the Series 2006 Bonds and the costs of issuance of the refunding bonds. The net interest cost of the transaction is not expected to exceed 6.0%.
Annual debt service for the proposed refunding bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to the Corporation which will be derived from the University’s Auxiliary Revenues and parking decal fees. 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 Nicholls State University’s request for approval of the form and authorization to execute an Amended and Restated Ground and Facilities Lease Agreement and an Amended and Restated Agreement to Lease with Option to Purchase, each between the University and NSU Facilities Corporation, to refund the Series 2006 Bonds described herein.

BE IT FURTHER RESOLVED, that Nicholls State 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 Nicholls State University and his or her designee are 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 Nicholls State University will provide the System office with copies of all final executed documents for the Board’s files.
November 5, 2015

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 9-10, 2015, meeting of the Board of Supervisors for the University of Louisiana System.

Request to enter into Amended and Restated Ground and Facilities Leases with the NSU Facilities Corporation

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosure

pc: Mr. Alex Arceneaux, Chief of Staff
Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
Dr. Todd Keller, Assistant Vice President for Academic Affairs
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services
Dr. Neal Weaver, Vice President for University Advancement
Mr. Ronald Rodriguez, Chief Financial Officer
Dr. Brigett Scott, Faculty Senate President
Mrs. Stacy LeJeune, Internal Auditor
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
November 4, 2015

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

Nicholls State University is requesting Board approval to enter into amended and restated ground and facilities leases with the NSU Facilities Corporation, a Louisiana 501(c)(3) non-profit corporation organized for the benefit of the University. The amended and restated leases will be executed in connection with the refunding of the University’s 2006 bonds and will amend existing ground and facilities leases that were executed in 2006. The 2006 Bonds were issued to finance the design, development, equipping, renovation, reconstruction and construction of an existing student union, cafeteria and bookstore, the re-surfacing of existing streets and parking lots and the construction of new parking lots for students, faculty and staff and the public on the campus of the University.

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

Your consideration and approval of this request is appreciated.

Sincerely,

Bruce T. Murphy
President
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 AMENDED AND RESTATED GROUND AND FACILITIES LEASE AGREEMENT AND AN AMENDED AND RESTATED AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE NICHOLLS STATE UNIVERSITY CAMPUS TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFINancing OF ALL OR A PORTION OF THE SERIES 2006 BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN PARKING, STUDENT UNION AND CAFETERIA FACILITIES; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) has, pursuant to La. R.S. 17:3361 through 17:3365 (the “Act”), and other constitutional and statutory authority supplemental thereto, leased a portion of the campus of Nicholls State University (the “University”) to NSU Facilities Corporation (the “Corporation”) in order to enable the Corporation to finance the cost of design, development, equipping, renovation, reconstruction and/or construction of the existing student union, cafeteria and bookstore and re-surfacing existing streets and parking lots and the construction of new parking lots for students, faculty and staff and the public on the campus of the University (the “Facilities”);

WHEREAS, the Corporation, through the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) has financed the design, development, equipping, renovation, reconstruction and/or construction of the Facilities using the proceeds of the Authority’s $3,320,000 Tax-Exempt Revenue Bonds (Nicholls State University Student Facilities/NSU Facilities Corporation Project) Series 2006A (the “Series 2006A Bonds”) and the Authority’s $5,000,000 Taxable Revenue Bonds (Nicholls State University Student Facilities/NSU Facilities Corporation Project) Series 2006B (the “Series 2006B Bonds” and, together with the Series 2006A Bonds, the “Series 2006 Bonds”);

WHEREAS, in connection therewith, the Board has authorized and entered into a Ground and Facilities Lease Agreement dated as of May 1, 2006, as amended by a First Amendment to Ground and Facilities Lease dated as of December 1, 2006, as further amended by a Second Amendment to Ground and Facilities Lease dated as of August 1, 2007, each by and between the Corporation and the Board (collectively, the “Existing Ground Lease”), pursuant to which the Board leased certain property (the “Property”) to the Corporation;

WHEREAS, the completed Facilities were leased back to the Board by virtue of that certain Agreement to Lease with Option to Purchase dated as of May 1, 2006, as amended by a First Amendment to Agreement to Lease with Option to Purchase dated as of August 1, 2007 by and between the Board and the Corporation (the “Existing Facilities Lease”);
WHEREAS, the University and the Corporation have determined that an opportunity exists to refund all or a portion of the Series 2006 Bonds to achieve interest savings for the University and the Louisiana Local Government Environmental Facilities and Community Development Authority has authorized the issuance of its not to exceed $7,000,000 Revenue Refunding Bonds (Nicholls State University Student Facilities/NSU Facilities Corporation Project), in one or more series, taxable or tax-exempt (the “Refunding Bonds”) on behalf of the Corporation in order to refund all or a portion of the Series 2006 Bonds;

WHEREAS, in connection with the issuance of the Refunding Bonds, it is necessary to amend and restate the Existing Ground Lease and the Existing Facilities Lease in order to incorporate references to the Refunding Bonds;

WHEREAS, the Board now desires to authorize an Amended and Restated Ground and Facilities Lease Agreement and an Amended and Restated Agreement to Lease with Option to Purchase.

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

SECTION 1. The Amended and Restated Ground and Facilities Lease Agreement between the Board and the Corporation (the “Amended and Restated Ground Lease”) and the Amended and Restated Agreement Lease with Option to Purchase between the Corporation and the Board (the “Amended and Restated Facilities Lease”), are hereby approved in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be approved by Bond Counsel and Counsel to the Board.

SECTION 2. The Chairman, Vice Chairman and Secretary of the Board, the System President and the President of the University, or his or her designee, shall be authorized to execute the Amended and Restated Ground Lease and the Amended and Restated Facilities Lease on behalf of the Board, including any certificates, documents or other items necessary in connection with the issuance of the Refunding Bonds and in connection with the implementation of this Resolution.
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 December, 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 December 10, 2015 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED GROUND AND FACILITIES LEASE AGREEMENT AND AN AMENDED AND RESTATED AGREEMENT TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE NICHOLLS STATE UNIVERSITY CAMPUS TO NSU FACILITIES CORPORATION IN CONNECTION WITH THE REFUNDING OF ALL OR A PORTION OF THE SERIES 2006 BONDS ISSUED BY THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY FOR THE FINANCING OF CERTAIN PARKING, STUDENT UNION AND CAFETERIA FACILITIES; 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 ____ day of December, 2015.

Name: Carol Slaght
Title: Assistant to the Board

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

FACILITIES PLANNING COMMITTEE

December 10, 2015

Item G.5. University of Louisiana at Monroe's request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement and an 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 University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein to finance the construction of sorority housing on the campus of the University.

EXECUTIVE SUMMARY

The University, through University of Louisiana at Monroe Facilities, Inc., a private nonprofit corporation whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, proposes to finance the cost of the design, development, equipping, renovation, and construction of housing to be used by students that are members of sororities on the campus of the University.

The University, through University of Louisiana at Monroe Facilities, Inc., proposes to use proceeds of tax-exempt and taxable revenue bonds issued through the Louisiana Community Development Authority to finance the Project. The total principal amount of the bonds is estimated to be approximately $7,750,000, which will be sufficient to pay Project costs, fund necessary reserve funds and capitalized interest, and pay the costs of issuance of the Bonds. The net interest cost of the transaction is not expected to exceed 5.0%.

The land upon which the Project will be constructed will be leased to University of Louisiana at Monroe Facilities, Inc. by the Board, acting on behalf of the University, pursuant to a Ground and Buildings Lease Agreement. The completed Project will be leased back to the Board pursuant to an Agreement to Lease with Option to Purchase in return for lease payments that secure the Bonds.

Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to the Corporation which will be derived from all lawfully available funds to the University, including but not limited to all revenues, funds or income received from the operation of on-campus student housing and other related facilities, including operation and maintenance thereof by private entities on behalf of the University, to the extent consistent with its dedicated purpose, any revenues generated by a health service fee and a student life fee, and revenues received by the University from other
related facilities. 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 the University of Louisiana at Monroe’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement and an Agreement to Lease with Option to Purchase, each between the Board, acting on behalf of the University, and University of Louisiana at Monroe Facilities, Inc., in connection with the issuance of the Bonds described herein described herein to finance the construction of sorority housing on the campus of the University.

BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe 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 the University of Louisiana at Monroe and his or her designee are 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 the University of Louisiana at Monroe will provide the System office with copies of all final executed documents for the Board’s files.
November 2, 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 New Sorority Housing  
December 10, 2015 ULS Board Meeting  

Dear Dr. Woodley,  

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new Sorority Housing Facility. I have enclosed an executive summary providing detailed information on this project. Please include ULM’s request for approval on the December 10, 2015 Board meeting agenda.  

In order to expedite the approval process, we further request permission to seek approval of the project from the Board of Regents at their December 10, 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 mdavis@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
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 CONSTRUCTION OF SORORITY HOUSING; 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") 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 design, develop and construct 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 construction of sorority housing on the campus of the University as 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 (the "Bonds") by Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer"); and

WHEREAS, the University has requested that the Board approve the issuance of the Bonds to finance the Project.

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 10th day of December, 2015.

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(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

[SEAL]
EXHIBIT A

FORM OF GROUND LEASE
EXHIBIT B

FORM OF FACILITIES LEASE