AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:55 a.m., Thursday, April 28, 2016**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Shawn Murphy, Vice Chair
Mr. John Condos
Ms. Pamela Egan
Mr. John LeTard
Mr. Jimmy Long
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order

B. Roll Call

C. Consent Agenda:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval to demolish the former Natatorium located on the University Campus.

Board Agenda Item G.2.

Louisiana Tech University’s request for approval to demolish four structures located at 408 West California on University Campus.

Board Agenda Item G.3.

Louisiana Tech University’s request for approval to enter into a Facilities Lease with the Louisiana Tech University Foundation, Inc. concerning the property described as the Press Box and Sky Box at Joe Aillet Stadium.
Board Agenda Item G.4.

Louisiana Tech University’s request for approval of a resolution approving the form and authorizing the execution of the Agreement to Exchange Realty and the Act of Exchange and the execution of any and all documents and certificates described herein. The University is further requesting to demolish improvements located at 810 West California Avenue.

Board Agenda Item G.5.

Nicholls State University’s request for approval to demolish the Restroom facility located at the Ray E. Didier Field Baseball Complex.

Board Agenda Item G.6.

University of Louisiana at Lafayette’s request for approval to name its baseball complex Russo Park.

Board Agenda Item G.7.

University of Louisiana at Lafayette’s request for approval of the form and authorization to execute a First Supplemental Ground and Buildings Lease Agreement and a Second Amended and Restated Collection and Disbursement Contract, to refund the Series 2006 Bonds described herein.

Board Agenda Item G.8.

University of Louisiana at Monroe’s request for approval to accept donation of the Malone Stadium field turf from University of Louisiana Monroe Facilities, Inc.

Board Agenda Item G.9.

University of Louisiana at Monroe’s request for approval to demolish Garrett Hall and the Garrett Hall Greenhouse located at 800 University Avenue on the campus of the University.

Board Agenda Item G.10.

University of New Orleans’ request for approval to rename its Digital History Lab to the Michael Mizell-Nelson Digital History Lab.

D. Other Business:

Northwestern State University’s presentation on Varnado Hall Renovation Project

E. Adjournment
Item G.1. Louisiana Tech University's request for approval to demolish the former Natatorium located on the University Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the former Natatorium on the Louisiana Tech University Campus. The former Natatorium was vacated in 2012 and is in poor condition. The assessment of University staff and Master Plan consultants is that the cost of repurposing this structure and making required code and infrastructure changes exceeds the value of the facility.

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 former Natatorium located on the University Campus.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 31, 2016

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

Louisiana Tech University is requesting permission to demolish the former Natatorium Building (State I.D. S07871). This building was closed in 2012 when Louisiana Tech University occupied a new Natatorium and recreational pool facility. The pool and associated equipment in the Natatorium Building are in poor condition. The building has been vacant and numerous alternative uses of the structure have been investigated and deemed not feasible or cost effective. The building condition is continuing to deteriorate and is becoming both an esthetics and safety concern.

The University Facility Master Plan determined that the best use of the prominent site is to demolish facility and convert building footprint to other uses. Self-generated funds will be utilized to demolish the structure and place the site into more productive use.

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

Sincerely,

[Signature]

Leslie K. Guice
President
Item G.2. Louisiana Tech University’s request for approval to demolish four structures located at 408 West California on the University Campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish four structures located at 408 West California. These structures are on the former site of Pearce Lumber, which was acquired for land necessary to fulfill the mission of the University, with no intent of retaining improvements. The improvements have been leased to the previous owner to allow them time to construct and re-locate to new facilities. The site will be vacated in June, and the University needs to demolish the buildings to allow construction of parking and residential facilities authorized by the Board on October 22, 2015.

Please refer to the attached summary and photos describing and depicting these structures.

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 four structures located at 408 West California on the University Campus.

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:

Louisiana Tech University is requesting permission to demolish the improvements located at 408 W. California. These improvements are the former site of Pearce Lumber having State Building Identification of S28870, S28871, S28872 and S28873. This site was acquired for University expansion in 2015. The Board approved a lease with Pearce Lumber Company to allow them time to construct and relocate to new retail facilities. These improvements are located adjacent to the main campus and will be vacated by Pearce Lumber in June.

A project with Innovative Student Facilities, approved at the October 22, 2015 meeting of the Board, to construct housing and parking will demolish the improvements on this site and construct residential and parking facilities beginning this Summer.

To allow timely construction and construction of needed parking, we respectfully request permission to begin the process to demolish these structures. Since the facilities were acquired for Louisiana Tech University, they were assigned State Identification numbers and recorded as an asset of the University. The approval process will require a review and concurrence from Facility Planning and Control and area legislators.

Sincerely,

[Signature]

Leslie K. Guice
President
Improvements Located at 408 W. California

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BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.3. Louisiana Tech University’s request for approval to enter into a Facilities Lease with the Louisiana Tech University Foundation, Inc. for the property described as Joe Aillet Press Box and Sky Box at Joe Aillet Stadium.

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 convert the Press Box and Sky Box at Joe Aillet Stadium to suites and to improve and expand the press box facility. Other minor improvements to restrooms and pedestrian circulation space are included in the project.

The University proposes to enter a facility lease with the Louisiana Tech University Foundation, Inc. for the current Press Box and Sky Box, west side restrooms and immediate area to be used for construction material storage and staging.

The lease will terminate on the earlier of December 31, 2017 or at such time as a donation of improvements is executed. The value of these improvements is estimated at $11,500,000.

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 into a Facilities Lease with the Louisiana Tech University Foundation, Inc. for the property described as Joe Aillet Press Box and Sky Box at Joe Aillet Stadium.

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 and his or her designee is authorized to execute the lease and all documents necessary to accept the improvements completed by the Louisiana Tech University Foundation, Inc. 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:

The Joe Aillet Stadium Press Box was occupied in 1969 and has had little or no modernization. The space does not meet accessibility standards, nor does it meet functional requirements of the media and game production. In 1985 an addition named the Sky Box was constructed by alumni above the press box to provide enhanced game day seating options and space for events. Although newer, the Sky Box does not meet current code or expectations of patrons subscribing to this level of seating.

Louisiana Tech University Foundation with funding from benefactors of the University has entered into a contract with a team to begin the process of a design-build project to expand the press box and transform the Sky Box into modern suites and working space conducive to modern press and game day activities. Other repairs and modernization such as restrooms and pedestrian circulation will be included in the project. The current phase of this project is to affirm that the design-build team can complete construction by August 31, 2017 without impacting the 2016 football season and the Foundation can secure all funds necessary for the project.

Pursuant to document approval of System staff and counsel, Louisiana Tech University is requesting permission to enter a ground-facility lease to all the Foundation to convert the Sky Box to suites and to expand and improve the press box. Upon completion of construction, the improvements will be donated to Louisiana Tech University free and clear of all debt. Louisiana Tech is further requesting permission to accept donation from the Foundation of the improvements upon completion of construction and clearance to occupy the facility. The value of improvements is estimated to be $11,500,000.00.

Sincerely,

[Signature]

Leslie K. Guice
President
LEASE

STATE OF LOUISIANA
PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM,
with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr.
Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as “LESSOR” and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation,
domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station,
Ruston, Louisiana 71272, represented herein by its duly authorized representatives
Jennifer A. Riley, Executive Director of Advancement and Legal Counsel, and Pam
Gilley, Chief Financial Officer,

Hereinafter referred to as “TENANT”, do appear pursuant to the authority granted under La R.S.
17:3361-65 and do covenant and agree 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 Lincoln Parish, Louisiana, to-wit:

a. All of the property described as Joe Aillet Press Box and Sky Box located at
Joe Aillet Stadium, Ruston, Louisiana;
b. Portions of the west side of Joe Aillet Stadium needed to accomplish construction;

c. Portions of parking lot immediately west of Joe Aillet Stadium as required for construction mobilization and material storage; hereinafter referred to as the “Leased Property” and shown in Exhibit A. Tenant shall be provided access through Lessor’s property to the leased site in order to make improvements to the stadium.

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 sole 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 make improvements by constructing improvements to the Press Box and Sky Box at Joe Aillet Stadium. Additional improvements are contemplated to the west stadium restrooms and vehicular and pedestrian circulation area around the west side of the stadium. Louisiana Tech must approve all plans and specifications prior to commencement of work. The facility lease will include parking lot space to be used by the Contractor for material storage. Tenant is authorized to make selective demolition and remove and dispose of all construction debris including any regulated materials in accordance with local, State and Federal regulations.
ARTICLE 2
TERM

2.1 Term. The term of this Lease shall be for a period commencing on July 16, 2016, and ending at midnight on the 31st day of December, 2017, or at such time as donation of improvement is executed, whichever occurs first.

ARTICLE 3
RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to make improvements to the stadium, 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. Upon completion of each project, 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 improvements are made to the stadium, 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 to the stadium, 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 policies of insurance described in Exhibit B 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.

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 waiver 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.

12.2 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:

Lessor: c/o Sam Wallace
Assistant Vice President for Administration and Facilities
P.O. Box 3151
Ruston, LA 71272
Tenant: c/o Jennifer A. Riley
Executive Director of Advancement & Legal Counsel
P.O. Box 3183
Ruston, LA 71272

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

16.1 Binding Effect. With the exceptions hereinabove 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 July 16, 2016.
Signature Page:

Lease Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc. of the Press Box and Sky Box facility at Joe Aillet Stadium.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ____________ 2016.

WITNESSES: LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

__________________________
Jennifer A. Riley

__________________________
Pam Gilley

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ____________ 2016.

WITNESSES: LOUISIANA TECH UNIVERSITY

__________________________
Dr. Leslie K. Gulce
**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 the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual 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 accident 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. **Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not 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

1. 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 an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. 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 or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana  
   Louisiana Tech University, Its Officers, Agents, Employees and Volunteers  
   PO Box 3151, Ruston, LA 71272  
   Project or Contract #: Pressbox Project

   And

   Louisiana Tech University Foundation, Inc., Its Officers, Agents, Employees and Volunteers  
   PO Box 3183, Ruston, LA 71272
Project or Contract #: Pressbox Project

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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

1. 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.

2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.4. Louisiana Tech University’s request for approval of a resolution approving the form and authorizing the execution of the Agreement to Exchange Realty and the Act of Exchange and the execution of any and all documents and certificates described herein. The University is further requesting to demolish improvements located at 810 West California Avenue.

EXECUTIVE SUMMARY

Louisiana Tech came into the possession of the former Ruston Hospital for use as the Biomedical Engineering Building. The facility is located across town from the traditional campus. The 1928 era building was renovated in 1977, but is in poor condition with numerous code deficiencies. Much of the original space configuration is unchanged from original construction. Because of building condition and code deficiencies, the University has determined that it is no longer financially feasible to utilize and maintain the building. All staff and operations in the building will be relocated by June 30, 2016. The building was appraised with a value of $360,000.

Louisiana Tech has been in discussion with a developer, Linsecum Properties, LLC, that is interested in acquiring the building by acquiring property desired by the University and then exchanging for the difference in MAI appraisals. Louisiana Tech has identified property and an empty building that is bounded on three sides by the University and is in an area identified to be developed for parking for the Fall of 2016. The site proposed to be received by the University has an appraised value of $300,000-$330,000.

Terms of the Exchange:

1. The developer will acquire the 0.6 acre site needed by the University.
2. Both parties agree to exchange property with the developer remitting $60,000 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 Louisiana Tech University's request for approval of a resolution approving the form and authorizing the execution of the Agreement to Exchange Realty and the Act of Exchange and the execution of any and all documents and certificates described herein, and to demolish improvements located at 810 West California Avenue.

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

BE IT FURTHER RESOLVED, that the President of the University and his or her designee are hereby authorized and directed to execute any and all documents and certificates described herein.

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

Louisiana Tech University received a no-cost lease of the former Ruston Hospital in 1977 and later received donation of the building and property in 1989. The building has been in constant use by Louisiana Tech University as the Biomedical Engineering Building since 1977. The building has numerous maintenance and code related deficiencies. Because of these deficiencies and being located across town from the main campus, the University has determined that it is no longer financially feasible to utilize and maintain the building. All staff and operations in the building will be relocated by June 30, 2016.

A MAI Appraisal dated December 31, 2015 identified the Biomedical Engineering property and all improvements as having a value of $360,000. The appraisal also identified the building as having 0 years of economic life remaining.

While evaluating the facility, Louisiana Tech was placed in contact with a developer that would like to do a property swap in exchange for the Biomedical Engineering Building and associated land. The developer has offered to acquire and then swap a building and property needed by the University that is located at 810 West California Ave. A MAI appraisal dated March 17, 2016 identified this site as having an appraised value of $300,000 - $330,000. Louisiana Tech University is requesting that a property exchange be approved for the two sites with the difference of $60,000 being paid to Louisiana Tech University.

The 810 West California Ave. site is bounded on one side by West California and the University has parking on two of the other sides. Should the property swap be approved, Louisiana Tech will demolish the facility and incorporate this property into existing parking.

Louisiana Tech University is requesting permission to proceed with this land exchange, subject to review and approval by Board Staff and Legal Counsel of all documents required for administrative review and legal transfer. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange.

Sincerely,

Leslie K. Guice
President
Property at 810 West California Ave.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.5. Nicholls State University’s request for approval to demolish the Restroom Facility located at the Ray E. Didier Field Baseball Complex.

EXECUTIVE SUMMARY

The University is requesting approval to demolish the Restroom Facility located at the Ray E. Didier Field Baseball Complex. The current location of this restroom facility has been chosen as the site for the University’s Baseball Field Fieldhouse Project, which would require the removal of the restrooms. The site was chosen for the following reasons: close proximity to both the batting cages and third base dugout, high visibility to the public and potential recruits, and the ability to add parking and additional fan seating in the future. New restrooms have been incorporated into the design of the fieldhouse.

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

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 to demolish the Restroom Facility located at the Ray E. Didier Field Baseball Complex.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
April 5, 2016

Dr. Daniel Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the April 28, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

Request to demolish Ray E. Didier Field Baseball Complex Restroom Facility

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BM:jms

Attachments

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
    Dr. Todd Keller, Associate Vice President for Academic Affairs
    Dr. Eugene Dial, Vice President for Student Affairs
    Dr. Neal Weaver, Vice President for University Advancement
    Office of the Chief Financial Officer
    Mrs. Stacy LeJeune, Internal Auditor
    Dr. Brigett Scott, Faculty Senate President/ Faculty Association Representative
    Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
    Mr. Michael Matherne, Unclassified Staff Advisory Council President
    Ms. Rhonda Zeringue, Classified Staff Committee Chair
    Ms. Lillie Bourgeois, SGA President
February 18, 2016

Mr. Ronald Rodriguez, CFO
Nicholls State University
P.O. Box 2070
Thibodaux, Louisiana 70310

RE: Agenda Item – April Board Meeting
    Demolition of Restroom Facility – Ray E. Didier Field Baseball Complex

Dear Mr. Rodriguez,

The Department of Physical Plant Operations is requesting permission to add the following item to the Board’s agenda for approval at the April 28, 2016 meeting:

Nicholls State University requests Board approval
to demolish the restroom facility located at the
Ray E. Didier Field Baseball Complex.

If this meets with your approval, please forward this item to the President’s office for consideration at the April Board meeting. Should you have any questions, please do not hesitate to call.

Sincerely,

Ty G. Dupre, Sr.
Director of Purchasing & Support Services Administration

Attachments
Board Agenda Item Number: ??

Building Name: Baseball Restroom

Site Code: 3-29-003

Cement Block
Male/Female Restrooms

State ID Number: 13468

Senator: Norby Chabert

Representative: Jerome “Dee” Richard

Construction Date: 2002

Year Built/Acquired: 2002

Photos: Below

Square Footage: 688

1. The current location of this restroom facility has been chosen as the site for the University’s Fieldhouse Project (State Project No. 19-621-14-01, Part 01). This would require the removal of the restrooms.

2. The site was chosen for the following reasons: close proximity to both the batting cages and third base dugout, high visibility to the public and potential recruits, and the ability to add parking and additional fan seating in the future.

3. New restrooms have been incorporated into the design of the fieldhouse.
Item G.6. University of Louisiana at Lafayette’s request for approval to name its baseball complex Russo Park.

EXECUTIVE SUMMARY

The University requests approval to name its baseball complex Russo Park in honor of the Russo family, long-time supporters and contributors to the University and Ragin’ Cajuns athletics programs.

The Russo family has a rich history of involvement at the University. The late Samuel “Sammie Joe” J. Russo, Sr. graduated in 1964 with a degree in Business Administration. Mr. Russo, Sr. worked for more than 30 years in the stabilizer manufacturing and rental business until he founded his own company in 1986. He and his wife, Rosary, have three children, all of whom are UL-Lafayette graduates. Mr. Russo, Sr. passed away in 2013. During his lifetime, he was a generous donor to various athletic programs, particularly baseball as he and his son Chris enjoyed spending time together watching games.

Mr. Chris J. Russo has pledged a gift of $5,000,000 for the philanthropic naming of UL-Lafayette’s baseball complex in honor of the entire Russo family.

See attached summary for further information.

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 Lafayette’s request for approval to name its baseball complex Russo Park.
April 7, 2016

Dr. Daniel D. Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

I submit for the Board’s approval a request to name the University of Louisiana at Lafayette baseball facility Russo Park in honor of the Russo family, long-time supporters and contributors to the University and Ragin’ Cajuns athletics programs.

The Russo family has a rich history of involvement at the University. The late Samuel “Sammie Joe” J. Russo, Sr. graduated in 1964 with a degree in Business Administration. Mr. Russo, Sr. worked for more than 30 years in the stabilizer manufacturing and rental business until he founded his own company in 1986. Mr. Russo, Sr. and his wife, Rosary, have three children, all of them UL Lafayette graduates – Connie (1987), Christopher (1990) and Samuel, Jr. (1998).

Mr. Russo, Sr. passed away in 2013. During his lifetime, Mr. Russo, Sr. was a generous donor to various athletic programs, particularly baseball as he and his son Chris enjoyed spending time together watching games.

Mr. Chris J. Russo has pledged a gift of $5,000,000 for the philanthropic naming of UL Lafayette’s baseball facility in honor of the entire Russo family to memorialize his father’s dedication to the University and the memories they were able to create as a family there.

Thank you for your consideration.

Sincerely,

E. Joseph Savoie
President

svc
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.7. University of Louisiana at Lafayette’s request for approval of the form and authorization to execute a First Supplemental Ground and Buildings Lease Agreement and a Second Amended and Restated Collection and Disbursement Contract, to refund the Series 2006 Bonds described herein.

EXECUTIVE SUMMARY

On behalf of the Cajundome Commission, the University of Louisiana at Lafayette and Ragin’ Cajun Facilities, Inc. are requesting approval of a supplement to a lease previously executed by the Board of the Cajundome arena to the Corporation for the purpose of completing improvements to the Cajundome arena. The supplement to the lease is necessary in connection with the issuance by the Louisiana Community Development Authority (LCDA), not to exceed $10,500,000, in one or more series, of Revenue Refunding Bonds for the purpose of refunding the outstanding Lease Revenue Bonds (University of Louisiana at Lafayette Cajundome Convention Center Project) Series 2006 to achieve debt service savings.

Since it was completed in 1985, the Board of Supervisors for the University of Louisiana System has owned the Cajundome, a 12,000-seat multi-purpose arena in Lafayette, Louisiana. In 2002, a new convention center was also constructed adjacent to the arena.

The Cajundome Commission, a joint commission and body corporate created pursuant to State law through an Intergovernmental Contract between the University, with the permission of the Board, and the City of Lafayette, operates and manages the Cajundome and the Convention Center (collectively, the “Facilities”). The Commission is responsible for the operation, maintenance, and management of the Facilities.

By Act of the Legislature, the Cajundome Commission receives sales and use tax on all hotels, motels, campgrounds, and bed and breakfast rooms in Lafayette Parish. These tax revenues are collected by the State and deposited into the Lafayette Parish Visitor Enterprise Fund and are dedicated for planning, development, and capital improvements at the Cajundome, including the payment of debt service on any bonds issued to finance capital improvements to the Facilities. No University funds will be pledged or used for payment of debt service on the proposed refunding bonds.

The LCDA will be acting as a conduit issuer for the Corporation for the refunding issue. The Commission will enter into a financing agreement with the Corporation, using the tax revenues available to the Commission to repay the revenue refunding bonds. There is no financial obligation of the Board, the University, the Corporation, or the State being pledged to the bonds whatsoever. The bond documents will make it clear that the Commission has absolved the Board of any and all liability regarding the issuance of the bonds, the security of the proposed bonds thereafter and the operation of the Facilities.
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 Lafayette’s request for approval of the form and authorization to execute a First Supplemental Ground and Buildings Lease Agreement and a Second Amended and Restated Collection and Disbursement Contract, to refund the Series 2006 Bonds described herein.

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

BE IT FURTHER RESOLVED, that the President of the University and his or her designee, and the Vice President for Finance and Administration of the 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 refunding bonds described herein.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for the Board’s files.
April 7, 2016

Dr. Daniel D. Reneau, Jr.
Interim President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

This is to request approval of a resolution authorizing the execution of a Second Amended and Restated Collection and Disbursement Contract (the “Collection Agreement”) and a First Supplemental Ground and Buildings Lease Agreement (the “Supplemental Ground Lease”), by and between the UL System Board and Ragin’ Cajun Facilities, Inc. relative to the lease of a portion of the University’s campus and the Cajundome arena to the Corporation in connection with the refunding of the $13,370,000 Board of Supervisors for the University of Louisiana System Lease Revenue Refunding Bonds (University of Louisiana at Lafayette Cajundome Convention Center Project), Series 2006 (the “Series 2006 Bonds”). The Series 2006 Bonds were issued to refinance debt originally issued for the purpose of providing funds for the cost of planning and construction of the Cajundome Convention Center.

You will receive a form of resolution to be considered by the Board, drafts of the Collection Agreement and Supplemental Ground Lease as well as an executive summary regarding this matter from Jones Walker LLP, Bond Counsel. Representatives of the University, the financial advisor and bond counsel will be present at the April 2016 meeting to answer any questions you may have.

Please place this item on the agenda for consideration at the April 2016 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc
Attachments

C: Greg Davis, Director, Cajundome Commission
    Jerry LeBlanc, Vice President for Administration and Finance, UL Lafayette
    Bill Crist, Director of Facility Management, UL Lafayette
    Linda Law Clark, Esq., Board of Supervisors Counsel, DeCuir, Clark & Adams
    Matthew W. Kern, Esq., Bond Counsel, Jones Walker
    John Poche, Underwriter, Raymond James & Associates
    Lawrence Sisung, Financial Advisor, Sisung Securities Corporation
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 A FIRST SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT AND A SECOND AMENDED AND RESTATED COLLECTION AND DISBURSEMENT CONTRACT IN CONNECTION WITH THE LEASE OF A PORTION OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE AND THE BUILDINGS LOCATED THEREON TO RAGIN' CAJUN FACILITIES, INC., AND THE REFUNDING OF THE $13,370,000 BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM LEASE REVENUE REFUNDING BONDS (UNIVERSITY OF LOUISIANA AT LAFAYETTE CAJUNDOME CONVENTION CENTER PROJECT) SERIES 2006; 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 the University of Louisiana at Lafayette (the “University”), in Lafayette, 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 Ragin’ Cajun Facilities, Inc., a nonprofit corporation (the “Corporation”);

WHEREAS, the Board, on behalf of the University, is the owner of the multipurpose academic, civic and community assembly and convention center in Lafayette, Louisiana operated under the name “Cajundome Convention Center;”

WHEREAS, the Cajundome Commission (the “Commission”) is a joint commission and public body corporate created under Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and Act 230 of the Legislature of Louisiana, Regular Session of 1979 (collectively, the “Commission Act”), existing by virtue of an Intergovernmental Contract dated September 23, 2012 between the University, with permission of the Board, and the City of Lafayette, Louisiana (the “Intergovernmental Contract”) for the purpose of operation and management of the Cajundome Convention Center;

WHEREAS, the Commission desires to refund the outstanding maturities of the $13,370,000 Board of Supervisors for the University of Louisiana System Lease Revenue Refunding Bonds (University of Louisiana at Lafayette Cajundome Convention Center Project), Series 2006 (the “Series
2006 Bonds") maturing on September 1, 2016 to and including September 1, 2029 (the “Refunded Bonds”), and in connection therewith, has requested the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Issuer”) to issue its revenue refunding bonds in order to refund the Refunded Bonds;

WHEREAS, application will be made to the Issuer requesting it to issue its not to exceed $10,500,000 Revenue Refunding Bonds (Ragin’ Cajun Facilities, Inc. - University of Louisiana at Lafayette Cajundome Project), in one or more series, taxable or tax-exempt (the “Series 2016 Bonds”), for the purpose of: (i) refunding the Refunded Bonds; (ii) funding a debt service reserve fund, if necessary, and (iii) paying the costs of issuance of the Series 2016 Bonds, including premiums for a bond insurance policy and a debt service reserve fund surety policy with respect to the Series 2016 Bonds, if necessary;

WHEREAS, the Commission desires for the proceeds of the Series 2016 Bonds to be loaned by the Issuer to the Corporation;

WHEREAS, the Corporation will enter into a Financing Agreement (the “Financing Agreement”) with the Commission obligating the Commission to repay the loan to the Issuer from the financing payments (the “Financing Payments”) derived from (i) moneys collected by the Louisiana Department of Revenue and Taxation from a combined 3.97% sales and use tax levied and collected on the furnishing of all hotel and motel rooms, cottages or cabins in Lafayette Parish and all such funds dedicated to the planning, development, and capital improvements at or adjacent to the Cajundome site accruing to, on deposit in or received by the Commission from the Lafayette Parish Visitor Enterprise Fund (the “Tax Revenues”) and (ii) any revenue generated from the operation of the approximately 80,000 gross square foot convention, trade show, educational, performance, sporting and other event facility constructed with the proceeds of the Series 2006 Bonds on the Site contiguous to the Cajundome owned by the State through the Board and the University located on the campus of the University and operated under the name Cajundome Convention Center, in excess of the costs of operation, equipping and maintenance thereof in any fiscal year as calculated by the Commission (the “Excess Facility Revenues” and, together with the Tax Revenues, the “Pledged Revenues”);

WHEREAS, pursuant to the Financing Agreement, the Corporation will assign its right to receive the Financing Payments to the trustee in connection with the Series 2016 Bonds;

WHEREAS, pursuant to a Trust Indenture dated as of August 1, 2015 (the “Series 2015 Indenture”) between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee, the Issuer has previously issued its $18,500,000 Revenue Bonds (Ragin’ Cajun Facilities, Inc. – University of Louisiana at Lafayette Cajundome Project) Series 2015 (the “Series 2015 Bonds”), which are secured by the Pledged Revenues;

WHEREAS, the Commission desires for a portion of the Series 2016 Bonds to be issued on a pari passu basis with the Series 2015 Bonds, subject to the limitations included in the Series 2015 Indenture, and for a portion of the Series 2016 Bonds to be issued on a junior and subordinate basis to the lien of the Series 2015 Bonds on the Pledged Revenues, if necessary;

WHEREAS, the Board desires to approve and authorize the execution of a First Supplemental Ground and Buildings Lease Agreement (the “Supplemental Ground Lease”), supplementing and amending that certain Amended and Restated Ground and Buildings Lease Agreement dated as of August 1, 2015, by and between the Board and the Corporation relative to the lease of a portion of the University’s campus and the Cajundome Convention Center to the Corporation in connection with the Project and the refunding of the Refunded Bonds;
WHEREAS, the Board, acting on behalf of the University, executed an Amended and Restated Collection and Disbursement Contract dated August 1, 2015, which amends and restates in its entirety that certain Collection and Disbursement Contract dated June 1, 1997, each by and among the Commission, the State (acting through the Department of the Treasury), the State (acting through the Department of Revenue and Taxation), and the Board (collectively, the “Collection Agreement”) providing for the transfer of the Tax Revenues from the State directly to the trustee for bonds previously issued by the Board on behalf of the Commission; and

WHEREAS, the Board desires to authorize the execution of a Second Amended and Restated Collection and Disbursement Contract (the “Second Amended and Restated Collection Agreement”) in order to update the Collection Agreement and to reference the Series 2016 Bonds.

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

SECTION 1. The form of the Supplemental Ground Lease is hereby approved in substantially the form attached hereto as Exhibit A, with such additions, omissions and changes as may be approved by may be made with the approval of bond counsel to the Issuer, counsel to the Board, and the Vice President for Business and Finance for the University.

SECTION 2. Approval of the form of the Second Amended and Restated Collection Agreement is hereby approved in substantially the form attached hereto as Exhibit B, with such additions, omissions and changes as may be approved by may be made with the approval of bond counsel to the Issuer, counsel to the Board, and the Vice President for Business and Finance for the University.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University, or his designee, and the Vice President for Business and Finance of the University, or his designee, shall be authorized to execute and deliver any certificates, documents or other items necessary to complete the lease of the land to the Corporation, the refunding of the Refunded Bonds, and the issuance of the Series 2016 Bonds, including but not limited to the Supplemental Ground Lease and the Second Amended and Restated Collection Agreement, all upon the advice of bond counsel to the Issuer and counsel to the Board.

[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 28th day of April, 2016.

****
(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 _________ to 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 April 28, 2016 captioned as follows:


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 __________, 2016.

________________________________________
Name:
Title:

[SEAL]
EXHIBIT A

FORM OF
FIRST SUPPLEMENTAL GROUND AND BUILDINGS LEASE AGREEMENT
EXHIBIT B

FORM OF SECOND AMENDED AND RESTATED
COLLECTION AND DISBURSEMENT CONTRACT
REQUESTING THE APPROVAL OF AN AMENDED GROUND AND BUILDINGS LEASE IN CONNECTION WITH THE ISSUANCE BY THE LOUISIANA COMMUNITY DEVELOPMENT AUTHORITY OF REVENUE REFUNDING BONDS (UNIVERSITY OF LOUISIANA AT LAFAYETTE CAJUNDOME PROJECT) SERIES 2016

SUMMARY

- On behalf of the Cajundome Commission (the "Commission"), the University of Louisiana-Lafayette (the "University") and Ragin Cajun Facilities, Inc. (the "Corporation") are requesting Board of Supervisors of the University of Louisiana System (the "Board") approval of a supplement to a lease previously executed by the Board of the Cajundome arena to the Corporation for the purpose of completing improvements to the Cajundome arena. The supplement to the lease is necessary in connection with the issuance by the Louisiana Community Development Authority (the "Authority") of not to exceed $10,500,000, in one or more series, of Revenue Refunding Bonds for the purpose of refunding the outstanding Board of Supervisors for the University of Louisiana System Lease Revenue Bonds (University of Louisiana at Lafayette Cajundome Convention Center Project) Series 2006 (the "Series 2006 Bonds") to achieve debt service savings.

- Since it was completed in 1985, the Board of Supervisors for the University of Louisiana System (the "Board") has owned the Cajundome, a 12,000 seat multi-purpose arena in Lafayette, Louisiana. In 2002, a new convention center was also constructed adjacent to the arena (the "Convention Center").

- The Cajundome Commission, a joint commission and body corporate created pursuant to State law through an Intergovernmental Contract between the University, with the permission of the Board, and the City of Lafayette, operates and manages the Cajundome and the Convention Center (collectively, the "Facilities"). The Commission is responsible for the operation, maintenance and management of the Facilities.

- By Act of the Legislature, the Commission receives sales and use tax on all hotels, motels, campgrounds and bed and breakfast rooms in Lafayette Parish. These tax revenues are collected by the State and deposited into the Lafayette Parish Visitor Enterprise Fund and are dedicated for planning, development and capital improvements at the Cajundome, including the payment of debt service on any bonds issued to finance capital improvements to the Facilities. No University funds will be pledged or used for payment of debt service on the proposed refunding bonds.

- The Authority will be acting as a conduit issuer for the Corporation for the refunding issue. The Commission will enter into a financing agreement with the Corporation, using the tax revenues available to the Commission to repay the revenue refunding bonds. There is no financial obligation of the Board, the University, the Corporation or the State being pledged to the bonds whatsoever. The bond documents will make it clear that the
Commission has absolved the Board of any and all liability regarding the issuance of the
bonds, the security of the proposed bonds therefore and the operation of the Facilities.

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- Lafayette’s request
for approval of the form and authorization to execute a First Supplemental Ground and
Buildings Lease Agreement between the University and Ragin Cajun Facilities, Inc.
Corporation, in connection with the refunding of the outstanding Series 2006 Bonds described
herein.

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

BE IT FURTHER RESOLVED, that the President the University, or his designee and
the Vice President for Finance and Administration of the University, or his 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 refunding bonds described herein.

AND FURTHER, that the University will provide the System office with copies of all
final executed documents for the Board’s files.
LOUISIANA COMMUNITY DEVELOPMENT AUTHORITY
REVENUE REFUNDING BONDS
RAGIN’ CAJUN FACILITIES, INC.
UNIVERSITY OF LOUISIANA AT LAFAYETTE CAJUNDOME PROJECT
SERIES 2016
THE PLAN OF FINANCE

Historical Background

- The Cajundome, is a multipurpose academic, athletic and community assembly center owned by the State, through the UL System Board and the University of Louisiana at Lafayette, which is operated and managed by the Cajundome Commission (the “Commission”)
- In April 2006, the Board of Supervisors for the University of Louisiana System issued $13.37 million in tax-exempt bonds to refund outstanding bonds Series 1997 bonds originally issued for the design, construction and equipping of the Cajundome Convention Center Facility.
- $9,790,000 of the Series 2006 bonds are outstanding, with a final maturity of September 1, 2029.
- The Series 2006 bonds have an average outstanding interest rate of 4.47%.

The Series 2016 Refunding

- Approximately $9.7 million in Series 2016 bonds will be issued on a fixed rate basis.
- Proceeds of the Series 2016 Bonds will be used to currently refund the outstanding Series 2006 bonds to the same September 2029 final term.
- The Series 2016 Refunding issue will be secured and payable solely from Lafayette hotel-motel taxes and will be on parity with the Commission’s recent $18.5 million Series 2015 bond issue.
- At current historically low interest rates, it is estimated there is approximately $1,250,000 or approximately $90,000 a year in gross debt service savings available to the Commission through a refinancing of the Series 2006 debt. The proposed refunding savings translates into approximately $825,000 in present value savings or approximately 8% net present savings. The estimated debt savings are inclusive of all transaction cost and far exceeds the State Bond Commission guidelines for an effective refunding.
THE PROPOSED REFUNDING

Debt Service Comparison

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PV Analysis Summary (Net to Net)

- Gross PV Debt Service Savings: 1,125,636.25
- Total Cash contribution: (38,421.76)
- Transfers from Prior Issue Debt Service Fund: (262,500.00)
- Transfers from Prior Issue DSR Fund: (485,525.00)
- Amount deposited into Construction Fund: 485,525.00
- Contingency or Rounding Amount: 2,723.21
- Net Present Value Benefit: $827,437.70

*Preliminary. Subject to Change*
SECURITY FOR THE BONDS - LAFAYETTE PARISH HOTEL-MOTEL TAXES

3.97% Hotel tax assessment in Lafayette Parish are pledged to debt of Cajundome Commission

HOT collected by State Dept. of Revenue & paid by Treasury directly to Bond Trustee for debt service

Budgeted HOT for FYE 2016 is $3,300,000

Recent FYE 2015 HOT revenues of $3.3 million provide 1.90x debt coverage

Recent Hotel Occupancy Tax Collection

2016 Budget of $3,300,000

Hotel-Motel Tax Receipts
### SERIES 2016 BONDS – REFUNDING PLAN OF FINANCE

#### Cajundome –

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**Preliminary, Subject to Change**

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5
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.8. University of Louisiana at Monroe’s request for approval to accept donation of the Malone Stadium field turf from University of Louisiana Monroe Facilities, Inc.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting Board approval to accept the donation of the Malone Stadium field turf from University of Louisiana Monroe Facilities, Inc. The turf is the main playing surface on the football field at Malone Stadium located at 308 Warhawk Way. In 2014, University of Louisiana Monroe Facilities, Inc. managed and facilitated the installation of the new synthetic field turf. The turf was provided by a donor through the ULM Athletic Foundation, and the University will incur no debt based on this donation. The turf is valued at approximately $400,000.

A copy of the survey and location of Malone Stadium and the football field is attached. Also, a copy of the State of Louisiana Act of Donation form between ULM and University of Louisiana Monroe Facilities, Inc. is attached.

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 accept donation of the Malone Stadium field turf from University of Louisiana Monroe Facilities, Inc.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe and his or her designee is hereby designated and authorized to sign any and all documents related to the donation.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 31, 2016

Dr. Daniel D. Reneau, Jr.
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 Acceptance of Donation for the Malone Stadium Field Turf
April 28, 2016 ULS Board Meeting

Dear Dr. Reneau:

The University of Louisiana at Monroe is requesting approval to proceed with acceptance of an act of donation for the Malone Stadium Field turf from the University of Louisiana Monroe Facilities, Inc. The turf was installed in 2014 and was provided by a donor of the University. I have enclosed an executive summary that provides more information about the field turf and the donation for your review. Please include ULM's request for approval on the April 28, 2016 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the act of donation from the Board of Regents at the April 22, 2016 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
    Mark Moses, Facilities Planning & Control Director
    Honorable Katrina Jackson, House District No. 16
    Honorable Francis Thompson, Senatorial District No. 34
STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF DONATION

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned in and for their respective States and Parishes hereinafter named, and in the presence of the undersigned competent witnesses, personally came and appeared:

UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC., a Louisiana non-profit corporation domiciled in Ouachita Parish, Louisiana, whose mailing address is 700 University Avenue, Library Suite 623, Monroe, LA 71209-2000, herein represented by R. Scott McDonald, duly authorized pursuant to resolution of its board attached hereto, hereinafter referred to as “Grantor”,

who declared and acknowledged that in conjunction with its role as a support organization for University of Louisiana at Monroe, Grantor does hereby irrevocably give, grant, alienate, confirm and donate, inter vivos, in full ownership, unto:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, whose mailing address is 1201 North Third Street, Suite 7-300, Baton Rouge, Louisiana 70802, acting herein on behalf of the University of Louisiana at Monroe, which Board is represented herein by Dr. Nick J. Bruno, University of Louisiana at Monroe President, hereinafter referred to as “Grantee”

the synthetic field turf installed on the field surface in 2014 at Malone Stadium on the University of Louisiana at Monroe campus located at 308 Warhawk Way, in Monroe, Ouachita Parish, Louisiana, described to wit:

See Exhibit “A” attached hereto

TO HAVE AND TO HOLD the above described property unto said Grantee, its successors and assigns, forever.

AND NOW, hereby personally appears Dr. Nick J. Bruno, in his capacity as President of University of Louisiana at Monroe, on behalf of the Board of Supervisors for the University of Louisiana System, who, in the presence of the undersigned witnesses and Notary accepts the said donation made unto the Board of Supervisors for the University of Louisiana System aforesaid and acknowledges due delivery and possession of the above described property so donated to it.
THUS DONE AND PASSED in the presence of the undersigned competent and attesting witnesses who sign their names together with the said parties, and me, Notary, on this ______ day of __________, 2016.

WITNESSES:__________________________________________

GRANTOR
UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

By: R. Scott McDonald, President

Printed Name:_______________________________________

Printed Name:_______________________________________

Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death
STATE OF LOUISIANA
PARISH OF OUACHITA

THUS DONE AND PASSED in the presence of the undersigned competent and attesting
witnesses who sign their names together with the said parties, and me, Notary, on this ______ day
of ______________, 2016.

WITNESSES:

GRANTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By:
Dr. Nick J. Bruno, President
University of Louisiana at Monroe

Printed Name: ________________________________

___________________________
Notary Public
Printed Name: Charles Herold
Notary ID No.: 16329
Commission Expires: At Death
CERTIFICATE OF THE SECRETARY OF 
UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.

BE IT KNOWN, that on this 18th day of February, 2016, before me, the undersigned 
Notary Public, duly commissioned and qualified to act as such personally came and appeared, 
University of Louisiana Monroe Facilities, Inc., a Louisiana non-profit corporation, who stated the 
following is a true and correct copy of a resolution unanimously adopted by a specially called and 
legally convened meeting of the Board of Directors of said corporation held on the 18th day 
of February, 2016.

BE IT RESOLVED that R. Scott MacDonald, President, is hereby authorized and 
empowered for and on behalf of this corporation to donate the movable property 
(synthetic field turf) described on Exhibit “A” located in Ouachita Parish, 
Louisiana, to the Board of Supervisors for the University of Louisiana System.

BE IT FURTHER RESOLVED that R. Scott MacDonald, President, is hereby 
fully authorized and empowered to execute any and all documents, containing such 
terms and conditions as may be necessary to carry out the intent of this resolution.

As Secretary of this corporation, the undersigned does hereby certify that the above and 
foregoing is a true and correct copy of the resolution mentioned and passed in the preamble to this 
instrument and that said resolution has not been canceled or rescinded.

WITNESS my hand, as the Official Act of this Corporation on this 18th day of 
February, 2016.

[Signature]

Secretary
Printed Name: Dan Robertson

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 18th day of 
February, 2016.

[Signature]

Notary Public
Printed Name: Charles Herold 
Notary ID No.: 16329 
Commission Expires: At Death
EXHIBIT A

LAND DESCRIPTION

University of Louisiana - Monroe

BOUNDARY DESCRIPTION

Synthetic field turf installed on the field surface in 2014 on the inner perimeter of Malone Stadium on the campus of the University of Louisiana at Monroe in Monroe, Ouachita Parish, Louisiana.

Survey & Location of Malone Stadium & Football Field
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.9. University of Louisiana at Monroe’s request for approval to demolish Garrett Hall and the Garrett Hall Greenhouse located at 800 University Avenue on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Garrett Hall and the Garrett Hall Greenhouse located at 800 University Avenue. The demolition of these structures was recommended in the University’s Facility Master Plan that was completed in April 2013. The intention is to create a plaza or lawn area for the newly renovated Sandel Hall. Garrett Hall was built in 1962 and contains 23,112 square feet, and the Greenhouse was built in 1971 and contains 1,302 square feet. The University plans to use other buildings on campus to house the Biology Department labs that were housed in Garrett Hall.

Please refer to the attached summary and photos that depict the dilapidation of these structures.

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 to demolish Garrett Hall and the Garrett Hall Greenhouse located at 800 University Avenue on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
March 31, 2016

Dr. Daniel D. Reneau, Jr.
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 Demolition of Garrett Hall
April 28, 2016 ULS Board Meeting

Dear Dr. Reneau:

The University of Louisiana at Monroe is requesting approval to proceed with the demolition of Garrett Hall. The building state id number is S08868 and the site code is 8-37-007. The demolition of this building was recommended in our Facilities Master Plan that was completed in April of 2013. The building was built in 1962 and is only 23,112 square feet. The building is currently used by the Biology Department to hold labs. The building is not conducive to large classes and only has 7 lab spaces available. We have already identified move-in ready rooms in other buildings to use. I have enclosed an executive summary on the building for your review. Please include ULM’s request for approval on the April 28, 2016 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the demolition from the Board of Regents at the April 22, 2016 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
Mark Moses, Facilities Planning & Control Director
Honorable Katrina Jackson, House District No. 16
Honorable Francis Thompson, Senatorial District No. 34
March 31, 2016

Dr. Daniel D. Reneau, Jr.
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 Demolition of Garrett Hall Greenhouse
April 28, 2016 ULS Board Meeting

Dear Dr. Reneau:

The University of Louisiana at Monroe is requesting approval to proceed with the demolition of the Garrett Hall Greenhouse. The building state id number is S08913 and the site code is 8-37-007. The demolition of this building was recommended in our Facilities Master Plan that was completed in April of 2013. The Greenhouse was built in 1971 and is only 1,302 square feet. I have enclosed an executive summary on the building for your review. Please include ULM’s request for approval on the April 28, 2016 Board meeting agenda.

In order to expedite this project, we further request permission to seek approval of the demolition from the Board of Regents at the April 22, 2016 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
    Mark Moses, Facilities Planning & Control Director
    Honorable Katrina Jackson, House District No. 16
    Honorable Francis Thompson, Senatorial District No. 34
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 28, 2016

Item G.10. University of New Orleans' request for approval to rename its Digital History Lab to the Michael Mizell-Nelson Digital History Lab.

EXECUTIVE SUMMARY

The University requests approval to rename its Digital History Lab to the *Michael Mizell-Nelson Digital History Lab* in memory of Mr. Michael Mizell-Nelson, an Associate Professor of History. After his sudden death in 2015, hundreds of members of the UNO community came together to honor his memory in a moving ceremony held at the Homer Hitt Alumni Center. The tributes and remarkable outpouring of emotion for Michael were testimony to the wide-ranging impact he made upon UNO and the community over more than a decade of service.

In many ways, working on the state grant that funded the Digital History Lab was one of Michael's last efforts on behalf of UNO. Though he was already quite ill and on leave, Michael came to campus to help Mr. Robert Dupont (who authored the Board of Regents Enhancement Grant application) and other interested faculty in the Department plan the grant application.

See attached summary for further information.

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 New Orleans' request for approval to rename its Digital History Lab to the Michael Mizell-Nelson Digital History Lab.*
February 26, 2016

Dr. Dan Reneau
Interim President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Request to name the UNO Digital History Lab (LA 196) for Michael Mizell-Nelson

Dear Dr. Reneau,

Please consider this a request to create a permanent memorial by naming the UNO Digital History Lab for Michael Mizell-Nelson, who passed away last year. Micheal was known nationally for public and digital history and the Department of History and Academic Affairs believes the Lab would be a fitting living memorial.

I hope this request is received favorably by the University of Louisiana System staff and the Board of Supervisors.

Sincerely,

Randy Moffett
Interim President
University of New Orleans
UNO Internal Memorandum

From: Jim Mokhiber, Associate Professor of History and Bobby Dupont, Chair, History Department

To: Kevin Graves, Dean, College of Liberal Arts

To be forwarded to: John Nicklow, Provost and Vice President for Academic Affairs

To be forwarded to: Randy Moffett, UNO Interim President

Subject: Naming the new “Digital History Lab” (LA 196) for Michael Mizell-Nelson

Date: February 19, 2016

After his sudden death last year, hundreds of members of the UNO community came together to honor Associate Professor of History Michael Mizell-Nelson’s memory in a moving ceremony held at the Homer Hitt Alumni Center. The tributes and remarkable outpouring of emotion for Michael were testimony to the wide-ranging impact he made upon UNO and the community over more than a decade of service.

Now, the Department of History would like to create a more permanent memorial to his impact specifically within our department, by naming our new “Digital History Lab” for him. The facility, installed in Liberal Arts 196 (see attached photos), would be named the “Mizell-Nelson Digital History Lab @UNO” A logo for the lab would retain the full name but graphically stress the short title “Digital History Lab”

We believe the Lab would be a fitting, living memorial to Michael, who was such a voice for public and digital history at UNO and nationally.

In many ways, working on the state grant that funded the Lab was one of Michael’s last efforts on behalf of UNO. Though he was already quite ill and on leave, Michael came to campus to help Bobby Dupont (who authored the Board of Regents Enhancement Grant application) and other interested faculty in the Department plan the grant application.

More broadly, over the course of several years Michael helped to set the foundations for the new initiative through his committed public history work with graduate and undergraduate students and his pioneering efforts launching the Hurricane Digital Memory Bank and New Orleans Historical websites. (See http://www.neworleanshistorical.org/ and http://hurricanearchive.org/) His interest and experience in multimedia and documentary work perfectly align with the mission of the new Lab.

We believe Michael would have been pleased by the designation, especially given his work to see others honored through similar means at UNO, including his effort to have the “Deck” portion of the University Center cafeteria named for Louise Arnolic Williams.

We would like to schedule a formal naming ceremony for the lab in early April to coincide with the first public history lecture to be given in Michael’s memory. Dr. T. Mills Kelly, a collaborator of Michael’s and Associate Director of the Roy Rosenzweig Center for History and New Media, has indicated he would very much like to return to New Orleans to give this inaugural lecture, which we are in the process of organizing. http://chmm.gmu.edu/author/mills-kelly/ This annual lecture has been generously endowed by Michael’s father, Merle Mizell.
Photo of the Exterior Door of the new Digital History Lab (LA 196, former Center Austria)

Interior of the Digital History Lab (still undergoing equipment installation):