AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:50 a.m., Thursday, August 24, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Shawn Murphy, Vice Chair
Mr. James Carter
Dr. John Condos
Dr. Pamela Egan
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order
B. Roll Call
C. Consent Agenda:

Board Agenda Item H.1.

Louisiana Tech University’s request for approval to name rooms and spaces within the new wing of the College of Business Building.

Board Agenda Item H.2.

Louisiana Tech University’s request for approval to lease 5,085 square feet of space in Tech Pointe to Fenway Group in exchange for an annual rent of $86,445 for the purpose of fostering relationships with industry through the University’s research and development, technology transfer, and education activities.

Board Agenda Item H.3.

Louisiana Tech University’s request for ratification of the Cooperative Endeavor Agreement approved by the ULS Executive Committee, as amended, and approval to enter into a Lease Agreement with Cyber Innovation Center, Inc., for the public purpose of meeting educational needs, providing cyber education, supporting research and development, supporting economic development, and engaging in veteran workforce development.

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item H.4.

**Southeastern Louisiana University**’s request for approval to name the Biology Building-Biology Building Addition the “Thelma Ryan Biological Sciences Building.”

Board Agenda Item H.5.

**University of Louisiana at Lafayette**’s request for approval to demolish the Maintenance Shop & Office Building, Maintenance Lumber Shed, Central Receiving Building, Maintenance Warehouse, Bookstore Warehouse, Youth Park Restroom Building, Youth Park Softball Stadium Bleachers, and Parking Booth as part of the University’s new Housing Project.

Board Agenda Item H.7.

**University of Louisiana at Monroe**’s request for approval to demolish the ROTC rappelling tower on the campus of the University.

Board Agenda Item H.8.

**University of Louisiana at Monroe**’s request for approval to demolish the Greenhouse located at 501 Warhawk Way on the campus of the University.

Board Agenda Item H.9.

**University of Louisiana at Monroe**’s request for approval to demolish the Older Worker Program house located at 600 Cole Avenue on the campus of the University.

D. Discussion/Action:

Board Agenda Item H.6.

**University of Louisiana at Lafayette**’s request for approval of the execution of supplemental leases between the University and Ragin’ Cajun Facilities, Inc. in connection with the lease and lease-back of a portion of the University’s campus to finance the cost of acquiring immovable property and financing the development, design, construction, demolition, and equipping of additional student housing, parking, and ancillary facilities.

Board Agenda Item H.10.

**University of Louisiana System**’s request for approval of the Fiscal Year 2018-19 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

E. Other Business

F. Adjournment
Item H.1. Louisiana Tech University's request for approval to name rooms and spaces within the new wing of the College of Business Building.

EXECUTIVE SUMMARY

Construction has just been completed on the 20,000-square-foot addition to the College of Business Building. This new space has integrated technology for teaching and discovery and allows the immersion of students in an engaging learning environment. The University is requesting that rooms and spaces in the new wing be named for individuals and entities that have made substantial contributions to their field of endeavor and/or have a significant connection with the University.

Please refer to the attached summary describing the room numbers, associated names, and justification.

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 to name rooms and spaces within the new wing of the College of Business Building.
OFFICE OF THE PRESIDENT

July 28, 2017

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

Louisiana Tech University respectfully requests the Board of Supervisors’ approval to name the rooms in the new wing of the College of Business as follows:

ROOM 126 - “Debbie and Jack Taylor Lecture Hall / In memory of Esther Belle and G.C. Taylor”

“Psalmons Family Foundation Wall” (Wall on west end of the building, facing south)

ROOMS 222 & 224 - “Cole, Evans & Peterson, CPAs / Student Learning Space” and “William Jefferson Cole, CPA / Student Learning Space”

ROOM 228 - “Eric Griffith and Doreen Lilly Griffith Balcony”

ROOM 351 - “Gene Land ’70 & Lynda Reyenga Land 69’ Commons Room”

ROOM 352 - “R. Ford and Karen D. Taylor Student Commons”

ROOM 354 - “Dut and Kathy LeBlanc Student Breakout Room”

ROOM 358 - "KPMG Student Breakout Room”

ROOM 355 - “Singleton Legacy Conference Room”

ROOM 356 - "Michael and Kathleen Robbins Terracina Student Breakout Room”

ROOM 360 - “Sharilyn Gasaway Student Learning Space”

ROOM 364 - "Susan and Mike Muse / KPMG Office”

Sincerely,

[Signature]

Leslie K. Guice
President

dc

Attachment
Ladies and Gentlemen of the Board of Supervisors for the University of Louisiana System:

We are extremely grateful for your support of the College of Business new wing. The 20,000-square-foot new addition will accommodate growth; will have integrated technology for teaching and discovery; and will allow us to immerse our students in an engaging, learning environment that emphasizes the value of collaboration and focuses on hands on business problem solving. The new facility, along with the current building, will be a centerpiece of Louisiana Tech's campus and a source of pride for students, alumni and the entire University community. Thank you again for your investment in the College of Business and Louisiana Tech University.

Louisiana Tech University College of Business seeks approval from the University of Louisiana Board of Supervisors to name the following rooms in the College of Business new wing:

First Floor:

ROOM 126

"Debbie and Jack Taylor Lecture Hall / In memory of Esther Belle and G.C. Taylor"

During his 37-year career with KPMG, one of the world's largest audit, tax and advisory firms, Jack Taylor held leadership positions at the local, area, and national levels. He joined the firm in Shreveport upon his graduation in 1973 (Accounting) from Louisiana Tech University. He spent 29 years as a partner in the firm until his retirement in 2010. From 2005 to 2010, Taylor served as KPMG’s chief operating officer-Americas and executive vice chair of U.S. operations. From 2001 to 2005, Taylor was KPMG’s U.S. vice chair-audit and risk advisory services. Taylor currently serves as director on the boards of Genesis Energy LP, Sempra Energy, Murphy USA Inc., and the College of Business Dean’s Advisory Council. For more than 30 years, the Taylor’s have generously supported the College and Louisiana Tech University, including establishing an endowed scholarship in 1987. Naming the lecture hall after Debbie and Jack Taylor is an appropriate way of honoring their loyalty and generosity to our great institution.

"Psalmonds Family Foundation Wall” (Wall on west end of the building, facing south)

Joe Psalmonds is president and founder of JPJ Investments, located in Shreveport, LA. Psalmonds has over 33 years of investment retirement and estate planning experience. An active alum of Louisiana Tech University, Psalmonds earned a Business degree in 1973, he was president of the Louisiana Tech Foundation Board of Directors from 1995-1997, and currently serves on the College of Business Dean’s Advisory Board. Over the years, Psalmonds has attended and participated in numerous College and University events and activities. He has supported Louisiana Tech for over 30 years, including establishing the JPJ Investments Professorship, naming a room in the current College of Business
building, and generously contributing to LTAC, University Scholars, etc. Naming the wall on the west end of the new wing to honor the Psalmonds Family Foundation.

Second Floor:

ROOMS 222 & 224

“Cole, Evans & Peterson, CPAs / Student Learning Space” and “William Jefferson Cole, CPA / Student Learning Space”

Jeff Cole is a Louisiana native and a graduate of Louisiana Tech University College of Business (1961) and of Grand Cane, Louisiana High School. After four years of active duty service in the United States Air Force, he has, since 1965, practiced public accounting in Shreveport and is the Managing Partner of the CPA Firm of Cole, Evans & Peterson. Jeff is also active in local business and agriculture. He runs one of Louisiana’s largest cow/calf operations in the Grand Cane-Keatchie area and operates a livestock auction market at Coushatta, Louisiana. He was married (until her death in 2013) to Charleen Miller Cole, a Louisiana Tech graduate of 1962. Their daughter and two grandsons also graduated from Louisiana Tech. At a recent luncheon, Jeff Cole stated, “I love Louisiana Tech and owe everything to my education I received there.”

Cole, Evans & Peterson

Cole, Evans & Peterson was organized in October 1957. Partners in the Firm include William Jefferson Cole, Barry S. Shipp, Steven W. Hedgepeth, Steven R. Bayer, Timothy R. Durr, Bailey B. Baynham, Robert A. Busby, Anne-Marie Cole, Timothy W. Borst, Eric D. Smith, Kyle S. Dobbins, Matthew R. Hahn, Faye D. Barfield and Kate Thaxton Gray as well as M. Alton Evans, Jr., Partner Emeritus, Carol T. Barnes, Of Counsel and Austin G. Robertson, Jr., Of Counsel. The Firm has enjoyed substantial growth since its inception and is currently one of the largest local firms in Shreveport, Louisiana.

The primary operating objective of the Firm is to provide clients excellent, cost-effective professional services and to insure satisfying careers for their partners and personnel. The Firm strives actively and continuously for excellence of performance and higher levels of service through a practice that adheres to professional standards and ethics, and commands the respect of our colleagues and clients.

ROOM 228

“Eric Griffith and Doreen Lilly Griffith Balcony”

Doreen Griffith received her Accounting degree in 1989 from the College of Business. She has been with Grant Thornton LLC for the past 11 years and is the managing partner for the California market territory, made up of Northern California and Southern California offices, as well as all other California markets. Doreen lives in California with her husband Eric, a 1989 Louisiana Tech graduate from the College of Engineering and Science. As a member of the Dean’s Advisory Board, Doreen wanted to give back and make a difference. Doreen and Eric decided to make an investment in the College’s new wing because students will have the opportunity to be immersed in a collaborative, active, technology-driven learning environment.
ROOM 351

"Gene Land '70 & Lynda Reyenga Land 69' Commons Room"

Gene Land is a 1970 College of Business graduate. He has owned and operated a small business since 1979. He started his work career in 1970 as a sales executive for Xerox Corporation. In 1979, he partnered with his best friend, his wife Lynda, who is also a College of Business graduate (1969), to start a small business, National Chemical Co., Inc., in Shreveport. For over 35 years the company has specialized in cleaning products and services. Gene and Lynda have been loyal Tech supporters for almost 30 years. Gene is a current member of the Dean’s Advisory Board and recently spearheaded the College of Business’ newest philanthropic initiative “Just Business.”

ROOM 352

"R. Ford and Karen D. Taylor Student Commons"

Karen Dyson Taylor, a 1979 graduate in Accounting and Ruston, LA native, serves as senior vice president of human resources of Enterprise Products, a midstream energy company in Houston, Texas. She has been named an “Outstanding Woman in Business” by Leadera Consulting Group, and one of the most powerful and influential women in Texas by Texas Diversity Magazine. She was also named one of the “Women Worth Watching in 2006” by Profiles in Diversity Journal. She is a member of the Louisiana Tech College of Business Dean’s Advisory Board and received the 2016 Distinguished Alumna Award. Karen lives in Houston with her husband Ford, also a Louisiana Tech accounting graduate. They have twin daughters and a son. Karen’s parents enjoyed long careers at Tech. Her mom, Dr. June Dyson, was Tech’s Dean of Women, then Dean of Student Development, and professor at Tech. Karen’s father, Sammy, was Tech’s head librarian for years.

ROOM 354 and ROOM 358

"Dut and Kathy LeBlanc Student Breakout Room" and "KPMG Student Breakout Room"

Donald “Dut” H. LeBlanc, Jr. graduated magna cum laude with a bachelor’s degree in Accounting from became a partner in 1988. Currently, Office Managing Partner for the Shreveport office, Global Lead and Lead Tax Partner for AT&T and Global Lead Tax Partner for CenturyLink, and National Tax Leader for Communications companies. He is a member of the College of Business Dean’s Advisory Board and past president of the LA Tech Accounting Advisory Board. LeBlanc has been a guest lecture/teacher at college’s including Louisiana Tech University. He has been married to Kathy LeBlanc for 35 years and they have two married children. LeBlanc’s entire career has been dedicated to Louisiana Tech University.

KPMG

KPMG is a global network of professional firms providing Audit, Tax and Advisory services. KPMG was formed in 1987 with the merger of Peat Marwick International (PMI) and Klynveld Main Goedelers (KMG) and their individual member firms. Spanning three centuries, the organization’s history can be traced through the names of its principal founding members — whose initials form the name “KPMG.” They have 189,000 outstanding professionals working together to deliver value in 152 countries. With a worldwide presence, KPMG continues to build on their successes thanks to clear vision, defined values and, above all, their people.
ROOM 355

"Singleton Legacy Conference Room"

Bruce Singleton is Senior Vice President, Network Development Strategy at Multiplan, Inc. Singleton has over 25 years’ experience in the operational, financial, and M & A activities in the healthcare industry. He graduated with a bachelor’s degree in Accounting from Louisiana Tech in 1985. Bruce’s dad, Lester, graduated in Accounting in 1955 and his brother, Dale, graduated with a Petroleum Technology Engineering degree in 1982. Bruce selected to name the conference room in the new wing in honor of his family members that attended and graduated from Louisiana Tech University.

ROOM 356

"Michael and Kathleen Robbins Terracina Student Breakout Room"

Michael Terracina is Tax Partner-In-Charge of KPMG’s Houston Business Unit. He also serves as the firm’s National Tax Service Leader for Oil and Gas and as the Southwest Area Tax Leader for Power and Utilities. Terracina has over 30 years of experience in tax planning, tax compliance and tax accounting. Mike, a 1983 Accounting graduate, currently serves on the Accounting Advisory Board and frequently visits campus to speak to College of Business students. Mike lives in Houston with his wife, Kathleen, also a College of Business graduate; they have three children.

ROOM 360

"Sharilyn Gasaway Student Learning Space"

A member of the Arkansas Business 40 Under 40 Class of 2007, Sharilyn Gasaway currently serves on the boards of J.B. Hunt Transport Services, Genesis Energy LP and Waddell & Reed Financial Inc. She served as Executive Vice President and Chief Financial Officer of ALLTEL Communications, LLC; Chief Financial Officer of ALLTEL Corporation 2006 to 2009; and Controller from 2002 to 2006. Gasaway was part of the ALLTEL Executive team that spearheaded the largest private equity buyout in the telecom sector. A 1989 College of Business grad, Gasaway is a past member of the Accounting Advisory Board and current board member on the Dean’s Advisory Council. For more than ten years, Sharilyn have generously supported the College and Louisiana Tech University, including a naming opportunity in the current building.

ROOM 364

"Susan and Mike Muse / KPMG Office"

Susan Muse is a 1984 Accounting graduate of the College of Business and is currently the Chief Accounting Officer at Kinsey Interests, Inc. in Shreveport. She spent the bulk of her career at KPMG as Tax Managing Director and retired January 2017. Mike Muse, 1983 Accounting, is controller for Paul F O’Brien Jr. Family LLC Accounting Firm in Shreveport. Susan and Mike have generously supported the College and Louisiana Tech for over 20 years.
Your consideration of this request is greatly appreciated.

Sincerely,

Christopher L. Martin, Ph.D.
Dean, College of Business
Chase Bank Endowed Professor of Management
Item H.2. Louisiana Tech University's request for approval to lease 5,085 square feet of space in Tech Pointe to Fenway Group in exchange for an annual rent of $86,445 for the purpose of fostering relationships with industry through the University's research and development, technology transfer, and education activities.

EXECUTIVE SUMMARY

Tech Pointe, a 42,000-square-foot building located in Louisiana Tech University's Research Park referred to as the Enterprise Campus provides infrastructure, facilities, and staff to support the recruitment, retention, and growth of technology focused businesses, and to foster the relationship of those businesses with the research, development, technology transfer, and education activities of the University.

Fenway Group is one of the premier tenants of Tech Pointe and is requesting to lease 5,085 square feet of space. The annual value of the lease is $86,445 paid in monthly installments.

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 lease 5,085 square feet of space in Tech Pointe to Fenway Group in exchange for an annual rent of $86,445 for the purpose of fostering relationships with industry through the University's research and development, technology transfer, and education activities.

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 hereby designated and authorized to execute any and all documents necessary to execute the Lease Agreement.

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

Louisiana Tech University’s Research Park referred to as the Enterprise Campus is a master-planned property with infrastructure, facilities, and staff to support the recruitment, retention, and growth of technology focused businesses, and to foster the relationship of those businesses with the research, development, technology transfer, and education activities of the University. The lead facility in the Enterprise Campus is Tech Pointe, a 42,000 square-foot-building that provides tenant companies with linkages to Louisiana Tech’s entrepreneurship, incubation, and business development support staff and facilities. as well as to its network of investors, service providers, and community resources.

Fenway Group is one of the premier tenants of Tech Pointe and is requesting to lease 5,085 square feet of space. The annual value of the lease is $86,445 paid in monthly installments.

Louisiana Tech University is requesting permission to proceed with the attached lease. The University further requests that the President of Louisiana Tech be authorized to execute said lease on behalf of the Board of Supervisors.

Sincerely,

Leslie K. Guice
President

sw
attachment
Immovable Property Guidelines: University as Landlord

Re: Lease of university space to Fenway Group, LLC over 5,000 square feet

1. Terms, Conditions, and Costs
   a. What is the initial time period of the lease? Are there renewal options and, if so, for how long?
      The initial term of the lease is one year. If the company desires to renew the lease it must provide Tech with the request 30 days prior to expiration of the agreement and renewal is solely at the discretion of Louisiana Tech.
   b. Is the space required to support a new or existing program? Explain.
      The space is used for the company’s operations which include IT services to outside entities, research and development, and collaborations with Louisiana Tech. These collaborations engage our faculty, undergraduate, and graduate students and lead to new job opportunities for our graduates.
   c. How much square footage is included?
      5,085 square feet.
   d. What types of space exist, i.e., offices, classrooms, etc., in the lease?
      The space to be leased consists of modern, furnished office space, small meeting rooms, common space between offices, and bathrooms.
   e. If there is a floor plan or design, include in the report. (floor plan below)
   f. How much does it cost? List the cost per square foot, annual cost, etc.
      The annual cost per square foot is $15.50. The total revenue generated by the lease is $86,445 payable in equal monthly payments of $7,203.75.

2. Needs Assessment/Justification Statement
   a. Identify the university program served, function and/or affiliation associated with the contract request.
      Louisiana Tech University’s Research Park is a master-planned property with infrastructure, facilities, and staff to support the recruitment, retention, and growth of technology focused businesses, and to foster the relationship of those businesses with the research, development, technology transfer, and education activities of the University. The University will provide Park tenant companies with linkages to its entrepreneurship, incubation, and business development support staff and facilities, as well as to its network of investors, service providers, and community resources.
   b. Explain why a non-university entity or program must be located on-campus. How does this benefit the university?
      Tenant companies in the Enterprise Campus include businesses or other organizations whose principal activities in the Campus are basic or applied research or development of new products or processes. Beyond the direct impact of tenant companies and organizations, the Enterprise
Campus is designed to indirectly enhance and stimulate growth of other regional business and industrial parks.

c. Identify whether the program is permanent or temporary.
   The Enterprise Campus is an ongoing, permanent initiative of the university. The relationship with Fenway Group will continue as long as it is productive for both parties.

d. Describe any terms or conditions/restrictions related to payment and occupancy of the facility or space.
   All terms, conditions, and restrictions are stated in the attached lease document.
STATE OF LOUISIANA

PARISH OF LINCOLN

ANNUAL PARTICIPATION AGREEMENT

THIS AGREEMENT, effective September 1, 2017 by and between LOUISIANA TECH UNIVERSITY, (hereinafter "Tech") herein acting on behalf of Tech Pointe and Fenway Group (hereinafter "Company") who agree as follows:

WITNESSETH

1. SERVICES TO BE PROVIDED TO COMPANY BY TECH

In consideration of payment by Company to Tech of the fees set forth hereinafter, Company shall become an occupant of Tech Pointe, and Tech hereby agrees to the following:

a. Tech shall provide Company with facility space, the location of which to be determined by Tech Pointe. The facility space assigned shall be 309, 310, 311, 312, 314, 316, 318, 320, 324, 325, 326, 327, 328, 332, 336, 338 (5,085 sq. ft.) (hereinafter sometimes referred to as facility space and/or premises), subject to re-assignment upon mutual agreement of both parties.

b. Tech shall provide to Company, at Company's expense, parking spaces for Company's use. Parking by Company is subject to Company's compliance with all Tech Public Safety rules and regulations.

c. At its sole discretion, Tech may allow Company to use University furniture, fixtures, and equipment when available.

d. Tech shall provide routine janitorial service to Company. Extraordinary cleaning or janitorial services may be provided by Tech, at its sole discretion, at Company's expense.

e. Tech shall provide ordinary utilities to Company. Extraordinary utility costs shall be paid by Company
2. FEES

In consideration of those services provided by Tech to Company in Section 1, Company shall pay to Tech the following fees:

a. RENT: Company shall pay annual rent in the sum of $86,445.00 payable in equal monthly payments of $7,203.75 each in advance, on the first day of each calendar month. If a monthly payment is not received on or before the 5th of the month, a late fee of 10% of the monthly rental amount will be assessed;

b. OTHER SERVICE CHARGES: Charges for other services referenced herein shall be paid by Company to Tech upon receipt of invoices for same. Other service charges owed to Tech over thirty (30) days past due are a default of this agreement.

c. NSF CHARGES: a $75 NSF Fee will be assessed to Company for any checks payable to Tech or Tech Pointe returned unpaid for any reason.

3. TERM

The term of this agreement commences September 1, 2017 and ends on August 31, 2018. Any changes to the term of this agreement must be agreed to in writing between parties.

4. RENEWAL

If Company desires to renew this Agreement it must provide Tech with a written request thirty (30) days prior to the expiration of this Agreement, which renewal is solely at the discretion of Tech and conditional upon written acceptance by Tech prior to the expiration of this Agreement and payment by Company of all sums due and owed by Company to Tech pursuant to this Agreement or otherwise. Rent for any additional term shall be determined by Tech.

5. TERMINATION OF PARTICIPATION AGREEMENT

Tech reserves the right to terminate this Agreement with Company at anytime, for any reason, provided Tech gives Company a thirty (30) day written notification. If this Agreement is terminated, Tech shall be entitled to recover from Company all sums owed to Tech for fees and service up to and including the date of actual surrender of the premises to Tech.
ANNUAL PARTICIPATION AGREEMENT
COMPANY: Fenway Group
PARTICIPATION AGREEMENT TERM: 09/01/2017 – 08/31/2018

6. CARE AND USE OF FACILITIES

Company's Tech Pointe premises are provided to Company for the purpose of carrying on therein the business of Fenway Group and for any legitimate and related business purpose of Company and for no other purposes. Company shall comply with all health, safety, environmental, and other ordinances and laws now existing or to be enacted, and the rules and regulations established or to be established by Tech. Company shall maintain and keep the facility space and the Tech Pointe premises in a neat, clean, and orderly condition, as a prudent administrator, during the term of this Agreement, or any extension thereof, and shall not cause damage to or defacement of same. At the termination of this Agreement, whether by expiration or termination, Company shall, without further notice, actually deliver all of the keys to the facility space, all of the parking permits issued to Company, furniture and fixtures assigned to the Company; deliver possession of said facility space and appurtenances to Tech; clean the facility space such that it is free from trash and in the original condition as received (save and except any alterations, additions, and improvements consented to in writing by Tech as provided herein), reasonable wear and tear excepted. Company shall not cause an increase in the fire or hazard insurance premiums by Company's use of the facility space or Tech Pointe premises. Company shall not conduct any unlawful trade, occupation, or operation.

7. ALTERATIONS OR IMPROVEMENTS

Company shall not make or allow to be made any alterations, modifications, or improvements in and to the facility space or the Tech Pointe premises without first obtaining the written consent of Tech. Such consent must be obtained from Tech through the Executive Director of Tech Pointe. Any and all such alterations, modifications, or improvements made by or through Company shall become the property of Tech and shall be surrendered to Tech at the termination or expiration of the Agreement or any extensions or renewals thereof without compensation. Any such alterations, modifications, or improvements shall not impair the safety or the appearance of the facilities and shall be made according to all applicable laws, ordinances, regulations, and policies, including but not limited to those of Tech. At the termination of this Agreement, if Tech directs by written notice to Company, Company, at its sole expense, shall promptly remove any additions and/or restore any modifications or improvements designated by Tech and repair any damage caused by removal and restore the premises to their original condition.

Company agrees to pay promptly all sums allegedly due and payable for any work, labor, or services performed or materials supplied to the premises and to have canceled immediately, by posting bond or otherwise, any lien or encumbrance placed on the property of Tech as a result of any work authorized or allowed by Company. Company shall indemnify and hold Tech harmless from any and all claims, liens, or costs (including attorney's fees), which arise from any work authorized or allowed by Company.
8. **NUISANCE**

Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such a way as to not create any nuisance or interfere with, annoy or disturb other tenants or university staff. Further, tenant agrees to maintain cleanliness standards in office areas and common areas such as workrooms, lobbies, reception areas and break rooms.

9. **SIGNS**

Company shall not display, inscribe, paint, or affix on the inside or outside of the Tech Pointe premises any sign, picture, advertisement, or notice except such signs or notices of such size, color and style as Tech shall determine may be inscribed, painted or affixed on the Tech Pointe premises or the Tech Pointe building. Company shall not otherwise mark, paint, drill into, or in any way alter the windows, doors, walls, ceiling, partitions, or floors of the Tech Pointe building or premises, without the prior written consent of Tech.

10. **MAINTENANCE**

Tech shall maintain the structure of the premises, but shall not be responsible for damages to persons or property caused by any vices or defects of the Tech Pointe premises or the consequences thereof, except in the case of failure to remedy such defect within forty-five (45) days after having received written notice from Company of such defects. Tech shall not be obliged to make any repairs caused by the fault, negligence, acts, or omissions of Company or those of Company's agents, employees, or visitors, and Tech shall not be liable for any damages caused thereby, and any such repairs shall be made at the sole expense of Company.

If the premises are substantially damaged so as to render them unfit for occupancy, then Tech within thirty (30) days from the date of the fire or casualty, shall have the option, in addition to any other rights that Tech may have, upon giving the Company timely written notice, either (a) to terminate this Agreement, or (b) to inform Company that Tech will repair the premises.

If Company fails to care for the premises, fixtures, and equipment as a prudent administrator and keep them in good repair, Tech shall have the option, after fifteen (15) days' written notice to Company, to do such maintenance or repair work, or to make such replacements as may be required. Any sums paid or expenses by Tech relative to same shall be paid by Company after being invoiced for same as other service charges.
11. INSURANCE

Company shall, during the entire term hereof, keep in full force and effect a policy or policies of public liability, property damage, and fire insurance, acceptable to Tech, with respect to the facility space, and the business and operations of Company in or about the premises, with combined single limits of public liability of not less than one million ($1,000,000) dollars issued by a solvent insurance company acceptable to Tech and authorized to do business in the State of Louisiana. Such policy or policies may be subject to reasonable deductibles. Tech shall be named as an additional insured on said policies and will be provided a 30-day notification of any policy cancellations, nonpayment of premiums, or policy alterations by the insurance company.

Company shall carry an Employer’s Liability and Workmen’s Compensation Liability Insurance policy for full coverage and protection against liability to employees.

Prior to the commencement of this Agreement, and at any other time demanded by Tech, Company shall furnish certificates of all insurance policies required pursuant to this Agreement, which policies shall be issued to Company and/or Tech as their interests may appear, together with a certification to Tech that all such insurance is in force and will not be canceled or otherwise changed or modified during the term of this Agreement or any extension and/or renewal thereof without notifying Tech in writing ten (10) days in advance of such contemplated cancellation or modification. The obligation of Company to provide the insurance required hereunder shall be considered as additional sums due and upon failure to provide such insurance after five (5) days’ written notice has been given to Company concerning such failure, Tech shall have the right, but not the obligation to provide the requisite insurance at the cost and expense of Company, and all amounts paid by Tech for premiums on such insurance shall be considered as additional rent.

Any insurance carried by Tech shall be in addition to that required to be carried by Company and in the event of dual coverage, Tech’s insurance shall be considered as excess coverage.

12. LIABILITY AND INDEMNITY

Company, as the occupant of the premises, agrees to hold Tech harmless from any responsibility or liability whatsoever for damages to any person whomsoever or to the property of Company or any other who derives his/her right to be thereon from the Company arising from the condition or upkeep and maintenance of the premises and pursuant to the provisions of Louisiana Revised Statutes 9:3221. Company expressly releases Tech from any and all liability for injuries or damages caused by any vice or defect of the premises to any occupant or to anyone on the premises who derives his right to be thereon from the Company. Company expressly assumes all such liability, assumes responsibility for the condition of the premises and agrees to
ANNUAL PARTICIPATION AGREEMENT
COMPANY: Fenway Group
PARTICIPATION AGREEMENT TERM: 09/01/2017 – 08/31/2018

protect, indemnify, and save and hold Tech harmless from and against any and all claims, demands, and
lawsuits filed by anyone not a party to this Agreement, including claims for damages to property and for injury
to or death of persons caused by, arising out of, or in any way connected with Company's use of the premises or
other property of Tech.

Company agrees to pay Tech for any and all damages sustained by Tech, including damages to Tech's
property, caused by, arising out of, or in any way connected with Company's use of the facility space or any
other property of Tech.

Company agrees that Tech shall not be liable to Company, its successors or assigns, for any damages or loss
sustained by Company arising out of or in any way connected with Company's use of the facility space or any
other property of Tech, regardless of the cause of such loss or damage, and including loss or damage which was
caused or contributed to by any fault of Tech, or anyone for whom Tech may be responsible. Nothing
contained herein shall in any way be construed to lessen the insurance coverage provided for in this Agreement
or to negate any waiver of subrogation contained in this Agreement.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of
1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972,
Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's
Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act
of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the

Contractor agrees not to discriminate in its employment practices, and will render services under this contract
without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status,
political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by
Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of
this contract.

13. SUCCESS OR FAILURE OF COMPANY'S BUSINESS

Company specifically recognizes and acknowledges that the business venture to be undertaken by Company
depends upon the ability of Company as an independent business, as well as other factors, such as market and
economic conditions, all of which are beyond the control of Tech. Company acknowledges that success or
failure of Company's business enterprise will be dependent on the business acumen and diligence of Company.
Company agrees that success or failure of Company's business will not depend on Tech's performance under this
Agreement or any other agreement with Tech, and Tech makes no representations or warranties as to the
growth or success of Company's business. Tech shall have no liability to Company whatsoever for the success
14. ASSIGNMENT

Company shall not sublease, assign, or transfer this Agreement, in whole or in part, nor grant to anyone the use, possession, or occupancy of any portion of the premises without prior written consent of Tech, and any consent to a sublease or transfer of the Agreement, in whole or in part, shall not release Company of its obligations hereunder.

15. DEFAULT

The occurrence of any of the following at any time after the commencement of the term of this Agreement shall be an event of default under this Agreement, and Company waives any putting in default except as specifically set forth in subparagraph (a)-(h) below:

a. Should Company abandon or discontinue the use of the premises for the purposes stated herein, or fail to comply with any of the other terms, provisions, covenants, or stipulations of this Agreement, or fail to pay any one of the monthly installments timely or to make any other payments required by this Agreement; and such failure or violation shall have continued for period of thirty (30) days after Company shall have received written notice at its office address herein designated, to cure such violation or failure;

b. Should Company become insolvent, fail to pay any debt when due, file a voluntary petition for relief under or pursuant to any Chapter within Title 11 United States Code, in or with any court of the United States, or should proceedings be instituted or a petition filed against Company looking to the appointment of a receiver or syndic or seeking an order for relief pursuant to 11 USC Section 303, to place Company in involuntary bankruptcy;

c. Should Company make an assignment for the benefit of creditors;

d. Should Company suffer its interest in this Agreement or any portion of the facility space to be seized, attached, or otherwise taken or encumbered under any writ, claim or lien;

e. Should destruction, damage, or defacement occur to the premises or any other property of Tech by the actions, omissions, or fault of Company;

f. Should Company fail to cure immediately any potentially hazardous condition which Company has created or allowed after ten (10) days written notice from Tech;

g. Should Company abandon or fail to operate its business from the facility space; or

h. Should Company breach any of its obligations to Tech or pursuant to this Agreement or otherwise.
ANNUAL PARTICIPATION AGREEMENT
COMPANY: Fenway Group
PARTICIPATION AGREEMENT TERM: 09/01/2017 – 08/31/2018

Upon the occurrence of any event of default, Tech may, at its sole option, at any time thereafter, but only during the continuance of such event of default, either:

a. Declare and make, by written notice of to Company, all sums due under this Agreement or any part of the unpaid sums immediately due and payable, or proceed one or more times for past due installments without prejudicing Tech's rights to proceed later for any sums for the unexpired term;

b. Terminate this Agreement by written notice to Company, collect rent accrued to the date of surrender of the facility space, provided that no such termination of this Agreement shall relieve Company of its liability and obligations under this Agreement incurred prior to such termination, and reenter and relet the premises.

c. Recover from Company all unpaid sums under this Agreement, as well as any additional sums provided for by law, including attorney's fees or as otherwise provided in this Agreement, for which Company is liable or for which Company has agreed to indemnify Tech under the provisions of this Agreement.

d. Exercise any other right or remedy provided to Tech by law and/or pursuant to the Agreement.

Tech shall have the right to sue for accrued fees in the same proceedings with any other demand it is entitled to make. Any default or delinquency on the part of Company or any failure of Tech to exercise any option above given Tech or the exercise by Tech of the right to sue for any accrued rent, shall not bar or abridge the right of Tech to exercise any of said options upon any subsequent delinquency or default or to insist thereafter upon a strict compliance with said provisions, and nothing herein shall impair any other or additional right or remedy not in conflict with the foregoing provisions which Tech may have by law or in equity.

In addition, as provided herein, Tech shall have the right, at Tech's sole option, to correct any default by Company and charge Company for any and all costs incurred by Tech relative to same; and Company agrees to reimburse Tech for such charges, including attorney's fees, within ten (10) days from receipt of written demand from Tech.

In the event Tech employs an attorney-at-law to effect collection of sums due hereunder or to enforce any of Company's obligations hereunder. Company shall pay all costs of collection and/or enforcement and reasonable attorney's fees of Tech's counsel of choice engaged for that purpose.

16. SURRENDER OF PREMISES BACK TO TECH

Should the Agreement be declared terminated or upon expiration of its term, Company shall surrender the premises to Tech immediately, hereby waiving any notice of eviction there from. If Tech terminates this Agreement, as provided above, Tech may assign the facility space to another at its discretion or make any use of the premises it so desires.
ANNUAL PARTICIPATION AGREEMENT
COMPANY: Fenway Group
PARTICIPATION AGREEMENT TERM: 09/01/2017 – 08/31/2018

17. END OF TERM

Company shall surrender the facilities at the end of this Agreement in good order and condition except for reasonable wear and tear. Company shall follow guidelines outlined in this Agreement for exiting and returning the premises at the end of this Agreement.

18. RELATIONSIDP OF TECH AND COMPANY

Company shall not use any trademark, service mark, trade name, or other indicia of Tech, nor shall Company hold itself out as having any business affiliation with Tech without having specific written agreement of Tech, and upon cause shall issue public disclaimers to that effect. It is not the intent of this Agreement that Company shall gain any advantage for soliciting and selling any goods or services to Tech employees and students. Company is specifically prohibited from such direct solicitation and sale on any Tech property, by means of Tech Campus Mail, Tech campus telephones, or otherwise. This Agreement does not create a partnership, joint venture, or any other implied or inadvertent relationship between the parties.

19. WAIVER

No waiver by Tech or its successors or assignees, of any breach of any of the obligation or conditions herein contained to be performed by Company, shall be construed as a waiver of any succeeding breach of the same or any other obligation or condition of this Agreement.

20. SALE

Tech may sell or transfer the premises, subject to this Agreement, or may assign this Agreement, and in either of said events all of the provisions of this Agreement as to the rights and obligations of Tech shall thereupon apply to such purchaser or assignee, and Tech shall thereupon be divested of all rights and be released from all obligations to Company hereunder.

21. RIGHT OF ENTRY AND INSPECTION

Tech and Tech’s agents shall have the right at all times to enter the facility space, by pass key or otherwise, to examine same, or to make repairs, additions, or alterations as may be necessary for the safety, betterment, improvement, and/or preservation thereof, or of the building, or to show the premises for other purposes. Tech
reserves and shall have the right and power to prescribe weight limits and position of objects located within the premises in order to distribute the weight properly so that no damage is done from overloading.

22. NOTICES

All notices to TECH and Company shall be sent registered or certified mail or hand delivered to each party's address as follows:

UNIVERSITY:
Dr. Dave Norris
Chief Innovation Officer
Enterprise Center Louisiana Tech University PO Box 3159
509 W. Alabama
Ruston, Louisiana 71270

Company:
Fenway Group
Attn: Martín Santora
520 S Coppell Road
Coppell, TX 75019

Tech Pointe
Louisiana Tech University
P.O. Box 3159
Ruston, LA 71272

Notice to the above addresses shall be sufficient for any reason unless a change of address has been sent by certified mail. All matters which must be approved by Tech and all items which must be delivered to Tech shall be processed through the Chief Innovation Officer, who shall be the Tech Coordinator of this project.

23. GUARANTY

Fenway Group individually, in solido, with Company, guarantee the timely performance of each and every term, covenant, condition, and obligation contained in this Agreement, including but not limited to, the timely payment of all sums due hereunder, and shall be liable for the attorney's fees, costs, and expenses of collection should Tech employ an attorney at law to enforce any provisions of this Agreement.
ANNUAL PARTICIPATION AGREEMENT
COMPANY: **Fenway Group**
PARTICIPATION AGREEMENT TERM: **09/01/2017 – 08/31/2018**

24. **ENTIRE AGREEMENT, ETC.**

This Agreement contains the entire understanding between the parties hereto and shall not be modified in any manner except by instrument in writing signed by or on behalf of the parties hereto and no agreement or representation, verbal or otherwise, made by Tech or Company, shall be binding on either party unless incorporated in this Agreement. The covenants, warranties, and obligations contained herein shall inure to the benefit of and be binding upon the heirs, administrators, and assigns of the respective parties. The obligations of all persons or entities referred to herein as Company shall be in solido. This Agreement shall be interpreted under the laws of the State of Louisiana. If any revision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby. This Agreement supersedes and replaces all prior agreements between the parties whether written or oral.

25. **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which the funds are not appropriated.

26. **AUDITORS**

It is hereby agreed that the Legislative Auditor of the University and/or the Office of the Governor, Division of Administration auditors of Louisiana shall have the option of auditing all accounts which relate to this lease.

27. **PARKING**

Tech Pointe will provide a designated parking area for tenants. As it is located on the Louisiana Tech campus, tenants will be required to purchase a decal from the Traffic office at the prevailing fee. Further, tenants will abide by all parking and traffic rules. Visitors may obtain a Visitor Pass by reporting to the Traffic office located at the corner of Hergot and Tech Drive in South Hall.
ANNUAL PARTICIPATION AGREEMENT
COMPANY: Fenway Group
PARTICIPATION AGREEMENT TERM: 09/01/2017 – 08/31/2018

THUS DONE, READ, AND SIGNED in duplicate originals, on the date first above written, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereunder.

RECOMMENDED
WITNESSES AT TO TECH POINTE

__________________________________________ Date: ____________

Dr. Dave Norris
Chief Innovation Officer
Louisiana Tech University

APPROVED
WITNESSES AS TO TECH

__________________________________________ Date: ____________

Dr. Les Guice
President
Louisiana Tech University

COMPANY
WITNESSES AS TO COMPANY

__________________________________________ Date: ____________

Martin Santora
President/CEO
Fenway Group

INDIVIDUAL GUARANTOR(S): ___________________________ Date: ____________
Item H.3. Louisiana Tech University’s request for ratification of the Cooperative Endeavor Agreement approved by the ULS Executive Committee, as amended, and approval to enter into a Lease Agreement with Cyber Innovation Center, Inc., for the public purpose of meeting educational needs, providing cyber education, supporting research and development, supporting economic development, and engaging in veteran workforce development.

EXECUTIVE SUMMARY

At the June 23, 2017, ULS Executive Committee meeting, Louisiana Tech University submitted a Cooperative Endeavor Agreement ("CEA") with the Cyber Innovation Center, Incorporated, ("CIC"), a Louisiana nonprofit corporation, that was approved subject to ratification by the Board. The CEA contained a lease and the Louisiana Division of Administration Office of Facility Planning and Control required the lease to be separated from the CEA and executed as a separate document. Therefore, Louisiana Tech University is requesting ratification of the CEA, as amended, and permission to enter into the separate Lease Agreement.

Through the Lease, the CIC will provide the University 30,000 square feet of space in the academic facility located within the National Cyber Research Park in Bossier Parish for 20 years. In exchange for the space, the University will reimburse the CIC for the operational costs of the 30,000 square feet in an amount not to exceed $150,000 per year. Additionally, through the amended CEA, the University and CIC will collaborate on various projects of mutual interest throughout the term of the CEA within the space provided. The Lease Agreement and amended CEA enhance the University’s public purpose of meeting educational needs, economic and workforce development with an emphasis on veterans and cyber training, and research. The Lease Agreement and amended CEA do not involve a gratuitous donation.

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 ratification of the Cooperative Endeavor Agreement approved by the ULS Executive Committee, as amended, and approval to enter into a Lease Agreement with Cyber Innovation Center, Inc., for the public purpose of meeting educational needs, providing cyber education, supporting research and development, supporting economic development, and engaging in veteran workforce development.
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 hereby designated and authorized to execute any and all documents necessary to execute the Lease Agreement.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
OFFICE OF THE PRESIDENT

July 27, 2017

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

Louisiana Tech University requests ratification of the Cooperative Endeavor Agreement ("CEA") proposed for approval by the Executive Committee in June, as amended, and approval to enter a Lease with the Cyber Innovation Center, Inc., ("CIC"). Louisiana Tech University's mission includes education, research, public service, and workforce development. The University requested to enter a CEA with the CIC in furtherance of that mission at the June 2017 meeting of the Board of Supervisors. The University and CIC proposed to work together within approximately 30,000 square feet of space controlled by the CIC in the new academic facility within the National Cyber Research Park located in Bossier Parish.

The ULS Executive Committee approved the CEA subject to ratification by the Board. Upon submission and review by the Louisiana Division of Administration, the Division determined that the language concerning the use of space contained within the CEA should be executed as a separate lease document. Therefore, the CEA has been amended to remove the space use language and a separate lease document containing the same wording and intent as the original CEA has been developed. As proposed in the original CEA, the Lease has a term of 20 years and, in consideration of providing the space, the University will pay to the CIC the actual operating costs of the space, which includes costs such as utilities, janitorial, security, etc., in an amount not to exceed $150,000 per year. Through the amended CEA, the University and CIC agree to collaborate on projects within the space provided in the Lease.

Louisiana Tech University respectfully requests the CEA, as amended, presented to the Executive Committee be ratified, and approval to enter into a Lease with the Cyber Innovation Center for use of space within the academic building in the National Cyber Research Park.

Sincerely,

[Signature]

Leslie K. Guice
President

Jk
Attachment
Item Louisiana Tech University requests ratification of the Cooperative Endeavor Agreement approved by the ULS Executive Committee, as amended, and approval to enter into a Lease with Cyber Innovation Center, Inc., for the public purpose of meeting educational needs, providing cyber education, supporting research and development, supporting economic development, and engaging in veteran workforce development.

EXECUTIVE SUMMARY

At the June 23rd ULS Executive Committee meeting, Louisiana Tech University submitted a Cooperative Endeavor Agreement ("CEA") with the Cyber Innovation Center, Incorporated, ("CIC"), a Louisiana nonprofit corporation, that was approved subject to ratification by the Board. The CEA contained a lease and the Louisiana Division of Administration Office of Facility Planning and Control required the lease to be separated from the CEA and executed as a separate document. Therefore, Louisiana Tech University is requesting ratification of the CEA, as amended, and permission to enter into the separate Lease, subject to review of Board staff and counsel. Through the Lease, the CIC will provide the University 30,000 square feet of space in the academic facility located within the National Cyber Research Park in Bossier Parish for 20 years. In exchange for the space, the University will reimburse the CIC for the operational costs of the 30,000 square feet in an amount not to exceed $150,000 per year. Additionally, through the amended CEA, the University and CIC will collaborate on various projects of mutual interest throughout the term of the CEA within the space provided. The Lease and amended CEA enhances the University's public purpose of meeting educational needs, economic and workforce development with an emphasis on veterans and cyber training, and research. The Lease and amended CEA do not involve a gratuitous donation.

RECOMMENDATION

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby ratifies the Cooperative Endeavor Agreement proposed for approval by the Executive Committee, as amended, and approves Louisiana Tech University's request to develop and execute such documents, subject to review and approval of Board Staff and Counsel, necessary to enter into a Lease with the Cyber Innovation Center, Incorporated.
STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this ______ day of ____________, 2017
by and between Louisiana Tech University of the State of Louisiana, hereinafter referred to as the
"University", and the Cyberspace Innovation Center, Incorporated, a Louisiana nonprofit corporation,
officially domiciled at 6300 East Texas Street, Bossier City, Louisiana, hereinafter referred to as "CIC"

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a
public purpose, the state and its political subdivisions or political corporations may engage in cooperative
endeavors with each other, with the United States or its agencies, or with any public or private
association, corporation, or individual."

WHEREAS, the University desires to cooperate with CIC as hereinafter provided;

WHEREAS, the public purpose is described as:

The University and CIC have executed a lease agreement as required by the Office of Facility Planning
and Control within the Louisiana Division of Administration so that the University has access to space
within the Academic Success Center located within the Bossier Parish Community College STEM
Building. This CEA sets forth the joint efforts to be undertaken by the parties within that leased space.

University and CIC shall collaborate on projects within the Academic Success Center to meet educational
needs, provide cyber education, support research and development, support economic development, and
engage in workforce development activities with specialized attention given to veterans and Barksdale
AFB, all of which is within the role and scope of the University’s public mission.

As a public University, Louisiana Tech University has developed unique and proven good and valuable
expertise in academic instruction, training, research and development that brings value to CIC. Activities
of University in the Academic Success Center helps CIC fulfill its mission and brings value to CIC, the
region and community. As a whole CIC and University working together as herein described bring
opportunities not available independently. CIC and University have demonstrated significant regional
impacts through collaborations over the past decade.

WHEREAS, this CEA and the collaborative efforts described herein do not require the expenditure of
funds by either the University or CIC; any incidental expenditure of funds described herein is not
gratuitous; and the University has a reasonable expectation of receiving a benefit or value at least
equivalent to any amount incidentally expended.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the
parties hereto agree as follows:

Scope of Services. The parties each agree to undertake the following when determined by both parties
to further the collaborative efforts contemplated within the Academic Success Center:

a. engage in the design, development, and implementation of cyber education and training
programs;

b. provide program management of identified technology development activities;

c. assist as needed in research, economic development, and workforce development
activities;
d. develop services within the Academic Success Center and strategies for outreach to veterans with particular emphasis on Barksdale AFB;

e. engage in community outreach and marketing to external partners related to the services and programs offered within the Academic Success Center.

Payment Terms. Neither party is obligated to expend funds nor is entitled to receive funds under this agreement.

Taxes

CIC represents that it is a 501(c)(3) non-profit organization in good standing. CIC shall not receive any funds under this agreement.

Termination Clause

The University may terminate this agreement for cause based upon the failure of the CIC to comply with the terms and/or conditions of the Contract; provided that the University shall give the CIC written notice specifying the CIC’s failure. If within thirty (30) days after receipt of such notice, the CIC shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the CIC in default and the Agreement shall terminate on the date specified in such notice. The CIC may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the CIC shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.

Termination for Convenience

The University may terminate the Agreement at any time by giving ninety (90) days written notice to the CIC. The CIC shall be entitled to payment for costs through the effective date of termination.

Ownership

All records, reports, documents and other material delivered or transmitted to CIC by University shall remain the property of University, and shall be returned by CIC to University, at CIC’s expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by CIC in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by CIC to University, at CIC’s expense, at termination or expiration of this contract.

Nonassignability

No CIC shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the CIC from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University and the Office of Contractual Review.

Notices:

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United
States Postal Service, postage prepaid, first-class, with return receipt requested; (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery; or (4) sent by electronic facsimile transmission, email or other similar form of rapid transmission confirmed by written notice sent (by one of the first three methods described above) at substantially the same time as such transmission. All such communications shall be delivered to the officer (or their successor) at the address set forth below, or to such other person and address as may be subsequently designated by such party in written notice to the other party.

To CIC:

Mr. Craig Spohn  
Cyber Innovation Center,  
6300 E. Texas, Suite 100  
Bossier City, LA 71111

To Tech:

Dr. Leslie K. Guice, President  
Louisiana Tech University  
P.O. Box 3168  
Railroad Avenue, Wyly Tower, Room 1620, Ruston, LA 71272  
Telephone: 318-257-3785  
Fax: 318-257-2928

Auditors Clause

It is hereby agreed that the Legislative Auditor of the University of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of reviewing the records of CIC which specifically relate to this contract.

Term of Contract

This agreement shall begin on September 1, 2017, and shall terminate on June 30, 2037.

Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The CIC agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended,
the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CIC agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

CIC agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by CIC, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Ruston, Louisiana on the day, month and year first written above.

WITNESSES SIGNATURES: LOUISIANA TECH UNIVERSITY:

________________________________ By: __________________________

________________________________ Title: __________________________

WITNESSES SIGNATURES: CYBERSPACE INNOVATION CENTER, INC:

________________________________ By: __________________________

________________________________ Title: __________________________
LEASE

STATE OF LOUISIANA
PARISH OF BOSSIER

A. WHEREAS, the Cyberspace Innovation Center, Inc., through that certain Cooperative Endeavor
Agreement entered into on December 2, 2014, by and between the Cyber Innovation Center, the
Bossier Parish Police Jury, the City of Bossier City, the State of Louisiana through the Louisiana
Community and Technical College System - Bossier Parish Community College, and the BPCC
Foundation Inc., holds a leasehold interest to 30,000 square feet of the newly constructed Bossier
Parish Community College STEM building located in the National Cyber Research Park.

B. WHEREAS, the Louisiana Community and Technical College System through the Bossier Parish
Community College, is responsible for the operation of the BPCC STEM facility.

C. WHEREAS, the Cyberspace Innovation Center, Inc. wishes to sublease its approximately 25,654
usable square feet of space in the BPCC STEM facility to Lessee.

D. WHEREAS, the Board of Supervisors for the University of Louisiana System, on behalf of
Louisiana Tech University, shall utilize the space to meet educational needs, provide cyber
education, support research and development, support economic development, and engage in
workforce development activities with specialized attention given to veterans and Barksdale AFB,
all of which is within the role and scope of the Lessee's public mission. As a public University,
Louisiana Tech University has developed unique and proven good and valuable expertise in
academic instruction, training, research and development that brings value to Lessor. Activities of
Lessee in Lessor space helps Lessor fulfill its mission and brings value to Lessor, the region and
community. As a whole Lessor and Lessee working together as herein described bring opportunities
not available independently. Lessor and Lessee have demonstrated significant regional impacts
through collaborations over the past decade.

Therefore, the following contract of lease is made and entered into this 19th day of July, 2017, by and between
Cyberspace Innovation Center, Inc., d/b/a Cyber Innovation Center, herein represented by Craig Spohn.
President, hereinafter referred to as "Lessor", and the State of Louisiana, Board of Supervisors for the University of Louisiana System, on behalf of Louisiana Tech University, herein represented by the undersigned, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of twenty (20) years, commencing September 1, 2017, and ending June 30, 2037, the following described property:

"All of Lessor's leasable space provided by the 2014 BPCC CEA which comprises approximately 25,654 square feet of usable space located on the first and fourth floors at the Bossier Parish Community College STEM facility at 6220 East Texas Street, Bossier City, Louisiana, to be used by Louisiana Tech University as an academic, research, economic development, and workforce development center for the consideration stated below with adequate parking provided in building’s parking facilities.

2.

Lessee and Lessor recognize that Lessor will incur expense from Lessee occupying space and providing services in the facility. To assist in cost recovery of providing space, access to parking, routine maintenance and other services and operations described herein, Lessee hereby agrees to pay Lessor a maximum fee of up to $150,000 per fiscal year of this Agreement. Subject to the maximum fee in this section, Lessee shall pay on a quarterly basis to Lessor the actual pro rata costs set forth below for the square footage provided to Lessee by Lessor as reported by BPCC:

A. Utilities which shall mean and be limited to electricity and water;

B. Maintenance which shall mean and be limited to elevator maintenance, security alarm maintenance, fire pump and sprinkler maintenance, fire alarm system maintenance, and HVAC maintenance;

C. Grounds Keeping which shall mean and be limited to lawn service costs and lawn supplies and equipment;

D. Security which shall mean and be limited to the costs of security officers;

E. Insurance which shall mean the Louisiana Office of Risk Management premium for the building;

F. Miscellaneous supplies for the building; and

G. Janitorial Services which shall mean and be limited to the cleaning services contract costs, trash pickup costs, door mats porters' costs, hand sanitizer stations, first aid cabinets, and pest control, provided that the Lessee may, upon three months' written notice to Lessor, elect to take responsibility for the Janitorial Services for the floor space directly.
Subject to the maximum fee above, other costs related to this agreement may be paid by Lessee when agreed to in writing by Lessee in advance. Payment will be made only on approval of Dr. Leslie K. Guice, President, his successor(s), or assignee(s).

Lessee shall issue payment for such within thirty (30) days of the Lessor’s submittal of documentation indicating the quarterly costs for Items A through G above. Lessee reserves the right to request additional documentation in order to determine the Lessor’s true proportionate costs.

The Lessee further agrees to use the space only in a manner that meets the educational needs of the community, provides up-to-date cyber training and instruction, and promotes economic development with an emphasis and priority to veterans.

3.

A. Use and Control. Lessor hereby gives the Lessee the right to use and control the space in any way Lessee deems fit so long as such use is reasonably tailored to accomplish the public purpose described above. Any proposed use of any portion of the space by third parties shall be managed and controlled by the Lessee. The Lessee commits to work with the Bossier Parish Community College ("BPCC") and Lessor in sharing the space as the need arises and in the Lessee’s discretion, which shall not be unreasonably withheld. However, nothing herein shall allow Lessee to sublease any portion of the space without the express written consent of Lessor. Absent a separately executed agreement to the contrary, any revenues generated by Lessee for the use of the space shall belong exclusively to Lessee. Such right to control shall also include the right to brand the space as desired with the Tech brand and logos, make alterations, improvements, and modifications within the space. Minor alterations, improvements, and modifications may be made without Lessor’s consent. Anything other than a minor alteration, improvement, or modification will require Lessor’s prior consent, which shall not be unreasonably withheld. Alterations, improvements, and modifications are minor if they are primarily cosmetic and do not require any type of permit and/or has no impact on the structural integrity of the building. Lessor and Lessee jointly agree not to make alterations but shall not diminish the ability of Lessor or other recognized users of the building from fulfilling legal and authorized use of the building. Lessee and Lessor jointly agree that they will not nor will
they allow other users to make modifications that will violate or negate life safety or ADA features of the facility.

B. Exterior Signage. Lessee shall have the right, at its sole risk and expense, to erect and thereafter maintain, repair, or replace, signs on any portion of the exterior of the facility, provided that Lessee shall remove such signs, and repair any damage occasioned thereby, upon termination of this agreement. Lessee must obtain Lessor's prior consent before the placement of any signage, which shall not be unreasonably withheld.

4.

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with thirty (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of Division of Administration. Furthermore, under no circumstances shall occupancy be deemed to commence until the documentation provided for, relative to asbestos and the State Fire Marshal’s Office requirements, elsewhere herein is furnished as required.

5.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

6.

All payments as herein described shall be paid by Lessee to: Cyber Innovation Center, 6300 East Texas, Suite 100, Bossier City, LA 71111, until notified in writing differently by Lessor.

7.

Lessor agrees that the building, grounds, and facilities herein leased shall comply with the requirement of La. R.S. 40:Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR DISABLED COMMUNITY, specifically Articles La. R.S. 40:1731 through 40:1744.

8.
Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to extinguish and servicing of fire extinguishers and equipment.

9.

Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

10.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

11.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Division of Administration, quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and
with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

12.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises. Notwithstanding any contrary provisions of this agreement, Lessor shall not be responsible for any loss of or damage to property of Lessee, except where caused by the willful act or omission or negligence of Lessor, or Lessor's agents, employees or contractors, provided, however, that if Lessee shall notify Lessor in writing of repairs which are the responsibility of Lessor, and Lessor shall fail to commence and diligently make such repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee's property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising therefrom.

13.

A. Lessor shall furnish and pay for the same utilities and amenities to the space occupied by Lessee as is provided to the entire building, which shall include at a minimum: air conditioning, lighting, heating, water, janitorial services, fire alarm and suppression systems, property and casualty insurance on the facility and maintenance.
14.

Complete janitorial services, including restroom and custodial supplies shall be provided by the Lessor.

Lessor shall provide pest control services on a monthly basis.

15.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

16.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

All personal property, furnishings and equipment installed in or hereafter by or at the expense of Lessee and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the premises by or at the expense of Lessee and susceptible of being removed from the premises without damage, unless such damage be repaired by Lessee, shall remain the property of Lessee and Lessee may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Lessee, at its sole cost and expense, shall make any repairs occasioned by such removal.

17.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate. Further, should any structural (including foundation, exterior walls, roof, common areas) or mechanical systems (including HVAC, plumbing, electrical, and lighting) become damaged or need repair, nothing herein shall obligate Lessee to pay for such repairs.
If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

The Lessee may terminate the Lease at any time for any reason by giving ninety (90) days written notice to the Lessor. The Lessor shall be entitled to payment for rentals through the effective date of termination.

18.

Lessor agrees to carry Property Insurance to the replacement cost value of the building structure. Lessee agrees to carry commercial general liability insurance of $1,000,000 per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee. Lessee agrees to carry Property Insurance to the actual cash value of contents owned by the Lessee.

For other than intentional and/or negligent acts of the Lessee, Lessor agrees to waive rights or claims against the Lessee, its agents, or employees for any loss to the premises that arises due to force majeure, Acts of God, and other conditions outside the control of Lessee.

19.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Lessee and the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.
20.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

21.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

Mr. Craig Spohn
Cyber Innovation Center
6300 East Texas Street, Suite 100
Bossier City, LA, 71111
318-759-1600

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P. O. Box 94095, Capitol Station
Baton Rouge, LA 70804-9095

22.

 Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease or extract of lease recorded in the office of the parish recorder of the parish where the property herein leased is located.

Before any payments can be made on the lease, the Lessor must provide a certified copy of the recorded lease or extract of lease to the Real Estate Leasing Section of Facility Planning and Control.

23.

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect, Engineer, or Contractor of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submittal to the Department of Environmental Quality, Air Quality Division for review and approval. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an
asbestos inspection in accordance with LAC 33:III.2707.A of the building indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the building is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality’s document “Required Elements for LEA and LSPBA Management Plans”. The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

24.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

25.

When requested by the State, Lessor shall execute a Subordination of Lessor’s Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.
This Lease, and any amendment or other modification hereof, shall not be effective until it has been approved and signed by all parties, and approved by the Board of Supervisors for the University of Louisiana System and the Louisiana Division of Administration.

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

WITNESS:

PRINTED NAME: Valerie Curry

PRINTED NAME: James W. Marshall

PRINTED NAME: Darrell Coughoud

LESSOR: Cyberspace Innovation Center, Inc.
d/b/a Cyber Innovation Center

BY: Ms. Craig Bruehl, President

DATE: 7-20-17

LESSEE: Board of Supervisors for the University of Louisiana System on behalf of Louisiana Tech University

BY: Dr. Leslie K. Guidry, President

DATE: 7-22-17

APPROVED:
This 24th day of July, 2017.

Office of the Governor
Division of Administration

BY: Mark A. Moses, Director

Facility Planning and Control
Item H.4. Southeastern Louisiana University’s request for approval to name the Biology Building - Biology Building Addition, the “Thelma Ryan Biological Sciences Building.”

EXECUTIVE SUMMARY

The University is requesting to name the Biology Building - Biology Building Addition, the “Thelma Ryan Biological Sciences Building.” Mr. Seth W. Ryan was a 1953 Southeastern graduate. He established The Career Opportunities Endowed Scholarship for $25,000 in 2004. Upon his death, Mr. Ryan bequeathed over $10M of his estate to the Southeastern Foundation to create another endowed scholarship fund in the name of his late wife, the largest bequeath in the history of the University. The income from this endowment is to be used for scholarships for women in career-oriented fields in STEM disciplines as well as Nursing, Business, and Education.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval to name the Biology Building - Biology Building Addition the “Thelma Ryan Biological Sciences Building.”
August 3, 2017

Dr. James B. Henderson  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

Dear Dr. Henderson:

Southeastern requests Board approval to name the Biology Building (old) 03215, Biology Building Addition 22065, the “Thelma Ryan Biological Sciences Building.”

Seth W. Ryan, a 1953 Southeastern graduate, bequeathed over $10M of his estate to Southeastern’s Foundation to create an endowed scholarship fund in the name of his wife, Thelma McNamara Nicaud Ryan. Income from this endowment is to be used for scholarships for female students in STEM disciplines as well as Nursing, Business, and Education.

Due to Mr. Ryan’s extensive financial contribution to Southeastern in honor of his wife, I believe it is appropriate for the Biology Building to be named the Thelma Ryan Biological Sciences Building.

I respectfully request that you place this item on the agenda for the August 24th, 2017, meeting of the Board of Supervisors.

Sincerely,

[Signature]

John L. Crain  
President
Item H.5. University of Louisiana at Lafayette’s request for approval to demolish the Maintenance Shop & Office Building, Maintenance Lumber Shed, Central Receiving Building, Maintenance Warehouse, Bookstore Warehouse, Youth Park Restroom Building, Youth Park Softball Stadium Bleachers, and Parking Booth as part of the University’s new Housing Project.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish eight facilities to allow for the expansion of the campus housing complex. In addition, these facilities are very old and not cost-beneficial to maintain.

Please refer to the attached summary and photos describing and depicting the buildings.

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 to demolish the Maintenance Shop & Office Building, Maintenance Lumber Shed, Central Receiving Building, Maintenance Warehouse, Bookstore Warehouse, Youth Park Restroom Building, Youth Park Softball Stadium Bleachers, and Parking Booth as part of the University’s new Housing Project.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
August 3, 2017

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

RE: Maintenance Shop & Office Building (428006/39), Maintenance Lumber Shed (428006/51), Central Receiving Building (428006/37), Maintenance Warehouse (428006/38), Bookstore Warehouse (428006/87), Youth Park Restroom Building (428043/1), and Youth Park Softball Stadium (428043/2) Buildings Demolition

Senate District 23 – Page Cortez  
House District 44 – Vincent J. Pierre

Dear Dr. Henderson:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board. Please place this item on the agenda for the August 2017 meeting of the Board of Supervisors.

These facilities are being demolished to allow for the planned renovation and expansion of the University’s campus Housing.

Should you have any further questions, please contact me or Bill Crist at (337) 482-2001. Thank you for your consideration.

Sincerely,

E. Joseph Savoie
President

svc

Attachment

C: Mr. Mark Moses  
   Mr. Bruce Janet  
   Mr. Jerry LeBlanc  
   Mr. Bill Crist
# UL Lafayette Proposed Demolition of Eight Buildings

*Senate District 23 – Page Cortez  House District 44 – Vincent J. Pierre*

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Maintenance Office &amp; Shop Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Code</td>
<td>4-28-006</td>
</tr>
<tr>
<td>State ID Number</td>
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<tr>
<td>Construction</td>
<td>Metal Building</td>
</tr>
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<td>Construction Date</td>
<td>1938</td>
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<td>Square Footage</td>
<td>23,800</td>
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<table>
<thead>
<tr>
<th>Building Name</th>
<th>Maintenance Lumber Shed</th>
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<td>4-28-006</td>
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<tr>
<td>State ID Number</td>
<td>428006/51</td>
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<td>Construction</td>
<td>Metal Building</td>
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<td>Construction Date</td>
<td>1962</td>
</tr>
<tr>
<td>Square Footage</td>
<td>1,220</td>
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</table>
Building Name: Central Receiving Building
Site Code: 4-28-006
State ID Number: 428006/37
Construction: Wood Frame/Asbestos Siding
Construction Date: 1955
Square Footage: 5,495

Building Name: Maintenance Warehouse
Site Code: 4-28-006
State ID Number: 428006/38
Construction: Metal Building
Construction Date: 1952
Square Footage: 19,025
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<tr>
<th>Building Name</th>
<th>Bookstore Warehouse</th>
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</tr>
<tr>
<td>State ID Number</td>
<td>428006/87</td>
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<tr>
<td>Construction</td>
<td>Metal Building</td>
</tr>
<tr>
<td>Construction Date</td>
<td>1970</td>
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<tr>
<td>Square Footage</td>
<td>1,752</td>
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<table>
<thead>
<tr>
<th>Building Name</th>
<th>Youth Park Restroom Building</th>
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<tr>
<td>Site Code</td>
<td>4-28-043</td>
</tr>
<tr>
<td>State ID Number</td>
<td>428043/1</td>
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<tr>
<td>Construction</td>
<td>CMU Building</td>
</tr>
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<td>Construction Date</td>
<td>1975</td>
</tr>
<tr>
<td>Square Footage</td>
<td>88</td>
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<tr>
<td>Building Name</td>
<td>Youth Park Softball Stadium</td>
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<tr>
<td>---------------------</td>
<td>-------------------------------------------</td>
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<tr>
<td>Site Code</td>
<td>4-28-043</td>
</tr>
<tr>
<td>State ID Number</td>
<td>428043/2</td>
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<tr>
<td>Construction</td>
<td>Metal Bleachers</td>
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<td>Construction Date</td>
<td>1975</td>
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<table>
<thead>
<tr>
<th>Building Name</th>
<th>Parking Booth</th>
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<tbody>
<tr>
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<td>4-28-006</td>
</tr>
<tr>
<td>State ID Number</td>
<td>428006/99</td>
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<tr>
<td>Construction</td>
<td>Wood Frame</td>
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<td>Construction Date</td>
<td>1996</td>
</tr>
<tr>
<td>Square Footage</td>
<td>34</td>
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Item H.6. **University of Louisiana at Lafayette**'s request for approval of the execution of supplemental leases between the University and Ragan' Cajun Facilities, Inc. in connection with the lease and lease-back of a portion of the University's campus to finance the cost of acquiring immovable property and financing the development, design, construction, demolition, and equipping of additional student housing, parking, and ancillary facilities.

**EXECUTIVE SUMMARY**

In 2010, the University of Louisiana at Lafayette embarked on a major renovation, replacement, and construction program for its campus housing stock and sought approval from the Board at that time for up to 5,000 on-campus beds in suite style, dormitory, and apartment style facilities. Approximately 1,800 beds of new suite style housing were completed between 2011-2012, replacing out-of-date facilities that no longer served the needs of student residents. The University is seeking the approval for the execution of supplemental leases with Ragan' Cajun Facilities, Inc. in connection with the development, design, construction, demolition, and equipping of additional student housing, parking, and ancillary facilities on the campus of the University. The project will add needed apartment style beds to the campus housing inventory, increasing the total residence beds from the current 3,180 to 4,180 or approximately 24% of the student population.

The University, through Ragan' Cajun Facilities, Inc., proposes to use proceeds of revenue bonds issued through the Louisiana Local Government Environmental Facilities and Community Development Authority to finance the Project. The total principal amount of the Bonds will not exceed $105,000,000, which will be sufficient to pay Project costs, fund necessary reserve funds and capitalized interest, and pay the costs of issuance of the Bonds. The net interest cost of the transaction is not expected to exceed 5.5%.

The land and the existing improvements thereon will be leased to Ragan' Cajun Facilities, Inc. by the University, pursuant to an existing Ground Lease Agreement dated December 1, 2010, as supplemented and amended by a First Supplemental Ground Lease Agreement dated April 1, 2017, which will be further supplemented and amended by additional supplements to the Ground Lease Agreement in order to finance the Project. Ragan' Cajun Facilities, Inc. will complete the Project and lease the completed Project back to the University pursuant to an existing Facilities Lease dated as of December 1, 2010, as supplemented and amended by a First Supplemental Facilities Lease dated as of April 1, 2017, which will be further supplemented and amended by additional supplements to the Facilities Lease in order to finance the Project.
Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the University to Ragan’ Cajun Facilities, Inc. pursuant to the Facilities Lease.

The payments will be derived from the lease payments paid by the University to the Corporation, which will be derived from the University’s Auxiliary Revenues. The Board and University have not and will not pledge full faith and credit or State-appropriated funds to make any debt service payments on the Bonds. The University’s land and property will not be used as security for the Bonds.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of the execution of supplemental leases between the University and Ragan’ Cajun Facilities, Inc. in connection with the lease and lease-back of a portion of the University’s campus to finance the cost of acquiring immovable property and financing the development, design, construction, demolition, and equipping of additional student housing, parking, and ancillary facilities.

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

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

AND FURTHER, that the University of Louisiana at Lafayette will provide the University of Louisiana System office with copies of all final executed documents for the Board’s files.
August 3, 2017

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

RE: Phase 2 of 2010 Housing Project

Dear Dr. Henderson:

I respectfully seek board approval to construct an additional 1,000 bed apartment complex on the University’s Main Campus, using a standard lease/leaseback agreement with Ragin’ Cajun Facilities, Inc., as the 501-c-3 non-profit facilities corporation. This project would be developed by RISE (formerly Ambling Development) as a continuation of the original 2010 Housing and Parking project.

Attached is an executive summary of the proposed development.

Should you have any further questions, please contact me or Bill Crist at (337) 482-2001. Thank you for your consideration.

Sincerely,

E. Joseph Savoie
President

C: Mr. Bruce Janet
   Mr. Jerry LeBlanc
   Mr. Bill Crist
University of Louisiana at Lafayette
Proposed Campus Student Housing Project

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

Executive Summary

The University of Louisiana Lafayette (the "University") is seeking the approval of the Board of Supervisors for the University of Louisiana System (the “Board”) for the Execution of leases with Ragin’ Cajun Facilities, Inc. (the “Corporation”), in connection with the design, development, construction, demolition, and equipping of a new student housing project.

The University’s proposed housing project is for approximately 1,000 new apartment style beds and will be funded through the issuance of a series of tax-exempt and taxable bond issues of approximately $90 million. The University will fund this transaction as efficiently as possible with the structure, documentation and security similar to the other debt obligations of the University approved by the Board and the Board of Regents and through its related not-for-profit, the Ragin’ Cajun Facilities, Inc.

Background of the Project

In 2010, the University embarked on a major renovation, replacement and construction program for its campus housing stock, getting approval from the Board at that time for up to 5,000 on-campus beds in suite style, dormitory and apartment style facilities. The housing development was truly to be a campus transformational project and UL Lafayette assembled a team University that was and is experienced in the design, construction and financing of similar projects across the country. The team worked on very successful housing deliveries in the Fall 2011 and Fall 2012 semesters, completing 1,800 beds of primarily new suite style housing in 2011-2012, replacing out of date facilities that no longer served the need of student residents.

The current campus housing inventory provides approximately 3,180 beds, consisting of approximately 622 apartment-style beds, approximately 2,270 beds in suite style and traditional dormitories, consisting of a combination of double and private spaces and 100 beds for married student housing.

The requested housing project will add needed apartment style beds to the campus housing inventory, increasing the total residence beds from the current 3,180 to 4,180 or approximately 24% of the student population.
A Housing Market Study Summary Confirms Demand

A fall 2016 housing study confirmed strong demand for on-campus housing semi-suites, suites and apartments. During discussions with campus planners, the University decided that rather than build more of the same unit types already offered on campus, they should explore the idea of developing apartment housing with upscale amenities similar to what is being offered off campus. Anderson Strickler (ASL) developed a student survey to test three unit options and to determine which amenities would be most preferred by student renters. The survey was administered during the 2017 spring semester. ASL found that there is ample demand to pursue the apartment development option.

Highlights of the Market Survey

- Students who have lived on campus and then decided to move off campus did so primarily because they desire more privacy and independence.

- Students looking for off-campus housing, are most interested in finding a rental with affordable rents, a private bedroom, a private bathroom, and a location close to campus.

- Preferred unit features include temperature control in each unit, followed by ceiling fans, a standard-size bathtub, full-size bed, and walk-in closets. Preferred community amenities include convenient parking, on-site management (24/7), quiet study areas, a business center, fitness center or weight room, swimming pool, and a courtyard or other greenspace. Preferred housing services and policies include a relaxed guest policy, and housing that is open during breaks.

- If the new housing project included retail and food services, survey respondents would most like to see a grocery or convenience store on site. A coffee shop, fast-food outlet, and/or healthy food eatery would also be welcomed.

- Cost is the primary aspect that would make an on-campus apartment complex competitive with the off-campus market. That is, rent that is at or below what student-oriented properties are charging.

- When calculating housing demand ASL uses off-campus results for incremental demand. The mid-point of the demand range is 1,253 beds. If rents were lowered 10%, demand increases by 20% or to 1,509 beds.

- Demand from upper-division students is high for four-bedroom units and two-bedroom units. Demand from juniors and seniors make up one-third of demand. Therefore, the university should feel confident about plans to develop an apartment complex with high-end features for upper-division students.

Project Overview

Design

The project program includes all apartment-style living to be sited at the current location of UL Lafayette's Maintenance Facilities, a portion of Cajun Village and the vacant property across the coulee from these sites, also known as the Youth Park site. The plan and design for this housing initiative is anticipated to embrace architectural references from older campus buildings and configurations while embracing the design tenants of modern, garden-style student housing. This project is a very important step in optimizing the residential and overall UL Lafayette campus experience by creating a state-of-the-art, yet affordable housing program that can help recruit and accommodate UL Lafayette students for many years to come. Although these new facilities will complement the existing campus buildings, they
will also form a unique identity of their own with student engagement and comfortable living spaces at
the forefront of their program.

As with the University’s successful 2010 student housing project, our design/development team includes
RISE Real Estate (RISE), formerly AUDG, as the developer and team leader for the housing project, Niles
Bolton Associates (NBA) as the project architect and The Lemoine Company of Lafayette as the general
contractor.

The table below details the design program for Phases 1 & 2 of the project:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Bed Count</th>
<th>Unit count</th>
<th>Unit Size</th>
<th>Gross Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 BR / 2 BA - Apartment</td>
<td>252</td>
<td>126</td>
<td>777</td>
<td>99,726*</td>
</tr>
<tr>
<td>3 BR / 3 BA - Apartment</td>
<td>99</td>
<td>33</td>
<td>1,064</td>
<td>35,670*</td>
</tr>
<tr>
<td>4 BR / 4 BA - Apartment</td>
<td>252</td>
<td>63</td>
<td>1,375</td>
<td>88,137*</td>
</tr>
<tr>
<td>Clubhouse / Circulation</td>
<td></td>
<td></td>
<td></td>
<td>65,167</td>
</tr>
<tr>
<td>Apartment Total</td>
<td>603</td>
<td>222</td>
<td></td>
<td>288,700</td>
</tr>
</tbody>
</table>

*total accounts for required ADA units (larger) of particular unit type

The Site Plan

The new UL Lafayette Apartment Village has been designed to optimize the efficient use of the site area
while also closely considering the extensive planning done to date and, most importantly, the UL
Lafayette Master Plan. As illustrated in the site plan below, the project is a coherent UL Lafayette
presence that extends the campus across the southeast coulee and onto the “Youth Park” site. This
proposed plan achieves the initial program of 603 beds delivered in two phases and the ability to add
another 390 beds in a third phase for a total of approximately 1,000 beds.

For Phase 1, which will be
delivered for the Fall 2018
semester, the site plan
arranges four residential
buildings, 1/100, 2/100,
3/100 and 4/100, for a total
of 324 beds in a manner
that creates a vibrant and
pedestrian-friendly
community. Additionally,
the grand entry for this
activated living community
occurs at the front of the
site near the top of St.
Julien Street and features a
prominent community clubhouse that is flanked by a large pool and expansive, well-landscaped outdoor
area with sand volleyball and multiple green recreation lawns.
The Phase 2 scope, which will be delivered for the Fall 2019 semester, and includes Building 1/200, 2/200, 3/200 and 5/100 as well as the Retail building, seamlessly builds on and connects to Phase 1 by extending the established internal courtyard spaces and adds 279 beds in four buildings. This phase will also incorporate a bridge and plaza across the coulee which will connect the two sides as a single community as well as closely tie the community into the campus proper. As noted above, a future phase of 390 beds has been planned and programed into the community and will be able to be quickly implemented as soon as student demand dictates.

Highlights of this site approach include:

- Locates retail at the most prominent/marketable location at the corner of Johnston and Lewis Streets
- Maximizes pedestrian and bicycle connectivity to campus
- Embraces the goal of accommodating 1,000 beds on the site. Creates setback from neighboring properties and the coulee
- Preserves select existing oaks while incorporating new shade trees, street lighting, and UL Lafayette banners and signage
- Forms a pedestrian-oriented environment with vehicular circulation and parking carefully integrated with landscape and public spaces
- Allows each phase to complement and build on the previous with flexibility in timing.

Retail

As previously noted, the project scope does include a planned retail facility at the high-profile intersection of Johnston and Lewis Streets. At this location, the University’s presence can be maximized along the major thoroughfare of Johnston Street while also attracting traffic into a prominent retail outlet. The new student-centric retail center will be 12,000 SF in size and front the two streets in a very inviting manner. The retail center’s conceptual design strives to create a diverse façade which will allow each retailer to create a unique, yet complementing store front.

Parking

For each phase of the project, the new UL Lafayette Apartment Village is providing a parking space for each bed, plus the appropriate parking for retail as well as all required ADA spaces per code. The parking has been carefully planned and programmed to enhance the community and pedestrian experience and works to minimize pedestrian and vehicular conflicts. Shade trees and landscape islands work to break up the parking areas as well as reduce the heat-island effect.

Outdoor Features

Code blue emergency phones will extend the current campus system and provide additional safety throughout the site. Sidewalks, outdoor furnishings, bike racks and other exterior components will be designed to meet campus standards and provide handicapped accessibility. Lighting and signage is to be consistent with UL Lafayette standards and clearly provide identification and directional information.
Outdoor spaces will work to create flexible campus green space that can also be used as outdoor education space. Highlights of the vibrant outdoor environment created within UL Lafayette Apartment Village include:

- Pool and recreation quad with volleyball flanking the clubhouse
- Great lawn for outdoor recreation and event space
- Outdoor grilling Pavilion and stations
- Preserved Live Oaks
- Extension of Bike Path connecting main campus with the University Commons campus
- Bridge plaza across coulee connecting campus to the full community
- Hammock areas
- Quiet greenspace areas

The Buildings

The buildings that create the new UL Lafayette Apartment Village extend the strong design context of the campus and stay true to the Traditional style of architecture of campus, while acknowledging a wide range of campus architectural styles and scales as well as more modern elements introduced by more recent campus buildings. As illustrated in the image below, the buildings combine a brick base with accenting use of cementious siding and use the building composition to relate it to its context. The buildings' exterior design establishes a base, typically in the UL Lafayette campus standard brick, "UL Lafayette Blend", with middle and upper building sections carefully articulated in saturated colors and carefully detailed accents. All buildings are crowned by sloped shingled roof forms with the signature barrel tile trimmed ridges, offering a sense of tradition and timelessness to the entire development. The entry point into each building has been thoughtfully located and highlighted by a signature opening. Particular attention has been paid to the proportions and detailing of windows and other exterior elements to ensure a classic richness. The community is walkable with a intentional network of pedestrian ways and courtyard spaces, including the community clubhouse and pool.
Some of the highlights of the exterior design include:

- Three-story design complements the scale of surrounding areas
- Standard “UL Lafayette Blend” brick to match campus masonry
- Windows grouped to create a defined rhythm on the exterior façade and give variety
- Campus edge is strongly defined, creating a sense of space and prominence
- Balconies
- Pitched shingle roofing with barrel tiled ridges to match Campus
- Modern aesthetics to blend project with the older and newer structures of Campus
- Designed to have a reductive simplicity appropriate for architectural campus fabric, with historically compatible proportions and a sense of permanence

Building Plans

The following drawings provide detail on the two (2) residential building types (100 & 200) of the new apartment community. The residential buildings are three stories in height and offer three different living arrangements which are detailed in the following “Unit Plans” section. The buildings all feature open breezeways with thoughtful layouts which complement the site arrangement to create a convenient, safe and vibrant living community.
The Units

The apartment layouts and overall programming of the new UL Lafayette Apartment Village closely considers the recent market and demand study created for the UL Lafayette student housing market and campus. In allowing the report’s findings to guide our living unit program for the new community, we developed a mix of three unit types that include a two, three and four-bedroom living option. This range of units will allow the community to effectively accommodate a population of residents for years to come which can range from sophomores to Graduate students. Specifically, the chart below illustrates the unit mix included for each phase.

<table>
<thead>
<tr>
<th>Phase 1 – Fall 2018</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Units</td>
<td>72</td>
<td>12</td>
<td>36</td>
<td>120</td>
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<tr>
<td>Total Beds</td>
<td>144</td>
<td>36</td>
<td>144</td>
<td>324</td>
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</table>

<table>
<thead>
<tr>
<th>Phase 2 – Fall 2019</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Total Units</td>
<td>54</td>
<td>21</td>
<td>27</td>
<td>102</td>
</tr>
<tr>
<td>Total Beds</td>
<td>108</td>
<td>63</td>
<td>108</td>
<td>279</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase 3 - Future</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Units</td>
<td>84</td>
<td>18</td>
<td>42</td>
<td>144</td>
</tr>
<tr>
<td>Total Beds</td>
<td>168</td>
<td>54</td>
<td>168</td>
<td>390</td>
</tr>
</tbody>
</table>

As a standard in campus student housing, all units are designed to feature bed to bath parity as well as the amenities and finishes that are expected by today’s students. All units will also be fully furnished with durable, moveable furniture to allow for customization and multiple configurations for each space. Key features will include:

- Fully furnished with full-size beds
- LVT flooring throughout living areas and bedrooms
- Ceramic tile flooring in bathrooms
- Washer and Dryer in each unit
- Full Kitchen in each unit includes refrigerator, range/stove, dishwasher and microwave in modern black finish
- Granite countertops in all kitchens
Ceiling fans in all bedrooms
Solid core masonite doors at all bedrooms and bathrooms
Window treatments / blinds throughout
Bolt locks on all bedroom doors
Electronic locks on all unit entry doors
Hardwired and WiFi access

Community Clubhouse

As previously noted and illustrated in the Site Plan narrative, the UL Lafayette Apartment Village will feature a centrally located Community Clubhouse that will be located at the community entry point on St. Julien Street and serve as the front door for the vibrant apartment community. Positioned just off of the Johnston Street intersection with St. Julien, along with the pool and adjacent recreation quad, the clubhouse (below) will feature the leasing and property operations offices as well as a state-of-the-art fitness, business and printing center, study and small-group meeting rooms, lounge, game room, café/kitchen and community lobby as well as outdoor seating areas on its covered back porch.
The Financing Summary

To accomplish the financing of the new campus apartment project, the University is proposing that the University of Louisiana System, on behalf of the University, execute Supplemental Ground and Buildings Lease Agreements (the "Ground Lease") with Ragan' Cajun Facilities, Inc. (the "Corporation"). a private non-profit corporation organized and existing under Louisiana Nonprofit Corporation Law whose purpose is to support and benefit the educational, scientific, research and public service missions of the University, pursuant to which certain land and existing facilities will be leased to the Corporation and the Corporation will agree to construct the project. The completed facilities will be leased by the Corporation back to the Board, on behalf of the University, pursuant to Supplemental Agreements to Lease with Option to Purchase (the "Facilities Lease"). Both the Ground Lease and the Facilities Lease will supplement and amend existing leases securing existing debt issued to finance other student housing and parking facilities as well as the proposed project.

The Board: The Board of Supervisors for the University of Louisiana System (the "Board") is a public constitutional corporation and agency of the State whose responsibility is the supervision and management of State colleges and universities not managed by a separate higher education board created by the Louisiana Constitution. In the Fall of 2016, the System enrolled approximately 90,000 students in its nine (9) member institutions, including University of Louisiana at Lafayette.

The University: The University of Louisiana at Lafayette (the "University"), a four year, selective admissions, comprehensive public university, was founded in 1898 and is located in Lafayette, Louisiana. It has the largest enrollment within the nine-campus University of Louisiana System and has the second largest enrollment in Louisiana with over 17,000 students.

The Corporation: Ragan' Cajun Facilities Inc. (the "Corporation") is a Louisiana nonprofit corporation and an organization described under Section 501(c)3 of the Tax code that was created exclusively to assist and benefit the mission of University of Louisiana at Lafayette, including, but not limited to acquiring, constructing, developing, managing, leasing as lessor or lessee, mortgaging and/or conveying student housing and other facilities on the campus of the University. The proceeds of the Bonds will be loaned to the Corporation as the Borrower pursuant to a Loan and Assignment Agreement between the Issuer and the Corporation to fund the design and construction of the housing project.

The Issuer: The Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") is a political subdivision of the State of Louisiana. The purpose of the Authority is, among others enumerated in its enabling legislation, to assist in financing programs or loans to political subdivisions in the State of Louisiana, including the financing of facilities of organizations operating under Section 501(c)3 of the Tax code.

Estimated Bond Amount: $90,000,000; not to exceed $105 million

Security for the Proposed Bonds: Principal and interest on the proposed bonds is secured and payable by Rental Payments from the University to the Corporation under Facilities Lease payable by the Board solely from Auxiliary Revenues. The Board and University have not and will not pledge its full faith and credit to make any debt service payments on the Bonds.
Auxiliary Revenues of the University are derived from its Auxiliary Operations and any earnings thereof from the self-generated fees, rates, charges or income received by students, faculty or the public in connection with the utilization or operation of certain Auxiliary Enterprises after the payment of any Auxiliary Enterprise expenses. Auxiliary Enterprises include: 1) bookstore; 2) print shop; 3) post office; 4) student union; 5) residence halls & dorms; 6) married student housing; 7) vending and laundry operations; 8) food service; 9) health clinic; 10) UL Lafayette swimming pool and 11) campus parking.

Financial Overview of the Transaction

The University appreciates the Board's consideration of this important student housing project. As always, the University is continuously improving its auxiliary facilities and our students are most supportive and appreciative of these efforts. The student housing project will provide our students with the first class facilities and services that they expect from the University.

- Currently, total bond proceeds are estimated at $90 Million which will be amortized over a not-to-exceed period of 32 years from the date of issuance.

- The Louisiana Local Government Environmental Facilities and Community Development Authority will enter into a Trust Indenture to secure approximately $90 million (Not-to-exceed $105 million) in Revenue Bonds to be issued in one or more series and will enter into a Loan Agreement with Ragin' Cajun Facilities, Inc., on behalf of UL Lafayette, to finance the design, construction, demolition, and furnishing of the new campus student housing project. The approval of the Board of Regents, the Louisiana State Bond Commission and the Joint Legislative Budget Committee are still required for this proposed bond issue.

- The Net Interest Cost of the transaction is currently anticipated to be approximately 4.90%.

- The annual debt service for the proposed issue will be secured and payable from the proceeds derived annually from the University's Auxiliary Revenues, as provided above. The Board and University have not and will not pledge its full faith and credit or any State appropriated funds to make any debt service payments on the proposed Bonds.

- Revenues from the new 1,000 beds of campus housing facilities is projected by the University to generate over $7 million in the first full year of operations in FY 2020-2021. The pledged Auxiliary Revenues, including the new housing revenues, should provide a 1.62x debt service coverage on all parity Auxiliary Revenue bonds of the University, including the proposed housing bonds.
## UNIVERSITY OF LOUISIANA AT LAFAYETTE STUDENT HOUSING PROJECT

### Summary of Project

<table>
<thead>
<tr>
<th>Assumptions</th>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>TOTAL</th>
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<tr>
<td><strong>Security</strong></td>
<td>UL Auxiliary Revenues Wrapped Debt Service Fixed Rate</td>
<td>UL Auxiliary Revenues Wrapped Debt Service Fixed Rate</td>
<td>UL Auxiliary Revenues Wrapped Debt Service Fixed Rate</td>
<td>UL Auxiliary Revenues Wrapped Debt Service Fixed Rate</td>
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<tr>
<td><strong>Structure</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>All-In-cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td><strong>Dated/Delivery of Bonds</strong></td>
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</tr>
<tr>
<td>Total Number of Beds</td>
<td>324</td>
<td>279</td>
<td>390</td>
<td>993</td>
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<tr>
<td>Apartment Mix By Beds</td>
<td>2-Bedroom</td>
<td>144</td>
<td>108</td>
<td>168</td>
</tr>
<tr>
<td></td>
<td>3-Bedroom</td>
<td>36</td>
<td>63</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td>4-Bedroom</td>
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<td>108</td>
<td>168</td>
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<tr>
<td>Project Delivery Date</td>
<td>Aug-18</td>
<td>Jul-19</td>
<td>Jul-20</td>
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<td><strong>Rental Period</strong></td>
<td>12-Months</td>
<td>12-Months</td>
<td>12-Months</td>
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<td><strong>Stabilized Occupancy</strong></td>
<td>90%</td>
<td>90%</td>
<td>90%</td>
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</tr>
<tr>
<td></td>
<td>1st year - 70%; 2nd year - 80%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sources of Funds</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Par Amount of Bonds</td>
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<td>$23,395,000</td>
<td>$36,835,000</td>
<td>$89,265,000</td>
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<td>Reoffering Premium</td>
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<td>1,277,030</td>
<td>0</td>
<td>2,861,585</td>
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<tr>
<td>Contribution from University</td>
<td>2,500,000</td>
<td>1,500,000</td>
<td>0</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td>$33,119,555</td>
<td>$26,172,030</td>
<td>$36,835,000</td>
<td>$96,126,585</td>
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<tr>
<td><strong>Uses of Funds</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Project Fund Deposit</td>
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<td></td>
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<tr>
<td>Hard Construction Cost</td>
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<td>$18,099,378</td>
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<td>Cost Gross-Up</td>
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<td>3,042,810</td>
<td>4,524,845</td>
<td>11,112,015</td>
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<tr>
<td>Soft Cost</td>
<td>6,206,130</td>
<td>5,324,918</td>
<td>7,918,478</td>
<td>19,449,526</td>
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<td>Project Cost Per Bed</td>
<td>$73,883</td>
<td>$73,616</td>
<td>$78,315</td>
<td>$155,814</td>
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<td>Campus Maintenance Facility</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Project Parking</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Project Retail Build-out</td>
<td>1,500,000</td>
<td>1,500,000</td>
<td>1,500,000</td>
<td>4,500,000</td>
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<tr>
<td>Capitalized Interest</td>
<td>1,415,456</td>
<td>2,310,256</td>
<td>2,025,925</td>
<td>5,751,638</td>
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<tr>
<td>Cost of Issuance</td>
<td>831,831</td>
<td>667,085</td>
<td>995,874</td>
<td>2,504,695</td>
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<td>Debt Service Reserve</td>
<td>1,454,338</td>
<td>1,155,720</td>
<td>3,270,500</td>
<td>5,880,559</td>
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<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$33,119,555</td>
<td>$26,172,029</td>
<td>$36,835,000</td>
<td>$96,126,585</td>
</tr>
</tbody>
</table>

## Financial Results

| **Total Debt Service** | $67,385,500 | $55,104,000 | $71,259,588 | |
| **Total Project MADS** | 5,324,000 | 4,275,125 | 1,193,175 | |
| **Pro-Forma FY 2022 housing Debt Coverage** | | | | 1.249x |
| **Pro-Forma FY 2022 Net Cash Flow (excluding MRF)** | | | | 3,206,460 |
| **Senior Auxiliary Bonds Net MADS** | | | | 12,878,169 |
| **Senior Pro-Forma FY 2022 Auxiliary Debt Coverage (x)** | | | | 1.629x |
| **ABT Requires a 1.25x** | | | | |
| **FYE 2022 Senior Net Auxiliary Cashflow** | | | | 8,590,840 |
| **FYE 2022 Senior Net Auxiliary Cashflow (including MRF)** | | | | 6,392,168 |

11
**Preliminary Project Schedule**

The University plans to begin construction of the student housing facilities in early Fall 2017, with a target completion of the first phase in Fall of 2018. To meet this timeline the proposed preliminary schedule is as follows:

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 16, 2017</td>
<td>Deadline to submit materials to Division of Administration/Joint Legislative Committee (30 Days Prior to assumed September 15th Meeting Date)</td>
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<tr>
<td>August 22, 2017</td>
<td>Deadline for submission of agenda items to the State Bond Commission for the September 21st meeting</td>
</tr>
<tr>
<td>August 23, 2017</td>
<td>Regents Meeting – Approval of the forms of leases between the Board and the Corporation</td>
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<tr>
<td>August 24, 2017</td>
<td>UL System Board Meeting – approval of leases</td>
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<tr>
<td>September 6, 2017</td>
<td>Deadline for submission of agenda items to LCDA for final approval</td>
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<td></td>
<td>(Request waiver re timing of SBC approval)</td>
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<tr>
<td>September 14, 2017</td>
<td>LCDA Meeting – Final approval granted to the issuance of the Bonds</td>
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<tr>
<td>September 15, 2017</td>
<td>JLBC Meeting Final approval granted to the issuance of the Bonds</td>
</tr>
<tr>
<td></td>
<td>(Request waiver re timing of SBC approval)</td>
</tr>
<tr>
<td>September 21, 2017</td>
<td>State Bond Commission Meeting</td>
</tr>
<tr>
<td>September 22, 2017</td>
<td>Post &amp; print the Preliminary Official Statement</td>
</tr>
<tr>
<td>October 3, 2017</td>
<td>Pricing of UL Lafayette Series 2017 bonds</td>
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<tr>
<td>October 17, 2017</td>
<td>Closing and Funding of Bond Issue</td>
</tr>
<tr>
<td>August 2018</td>
<td>1st Phase of Facilities completed</td>
</tr>
<tr>
<td>July 2019</td>
<td>2nd Phase of Facilities completed</td>
</tr>
<tr>
<td>July 2020</td>
<td>3rd Phase of Facilities completed</td>
</tr>
</tbody>
</table>
PROJECT TEAM

The University: University of Louisiana at Lafayette
Jerry Luke LeBlanc, Chief Financial Officer
Office: 337-482-6235
E-Mail: jerrylukeleblanc@louisiana.edu

Ragin’ Cajun Facilities: David Fontenot, Chairman

Bond Counsel: Jones Walker LLP, Baton Rouge
Matt Kern Office: 225-248-2238
E-Mail: mkern@joneswalker.com

Board of Supervisor’s Counsel: DeCuir, Clark & Adams LLP, Baton Rouge
Linda Clark Office: 225-346-8716
E-Mail: linda@decuirlaw.com

Financial Advisor to the Corporation: Sisung Securities Corporation, New Orleans
Lawrence Sisung Office 504-544-7700
Email: lawrence@sisung.com

Bond Underwriters: Stifel, Baton Rouge
Toby Cortez Office: 225-224-6459
E-Mail: cortezt@stifel.com

Raymond James & Associates, New Orleans
John Poche Office: 504-527-0227
E-Mail: john.poche@raymondjames.com

Program Management:
Carter USA, Atlanta, GA
John Jokerst Office: 404-888-3110
E-Mail: jokerst@carterusa.com

Project Development: RISE, a Real Estate Company
Jeremy Doss Office: (229) 219-8122 office
E-Mail: jdoss@risere.com
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 24, 2017

Item H.7. University of Louisiana at Monroe’s request for approval to demolish the ROTC rappelling tower on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the old ROTC rappelling tower. The structure is approximately 33 years old and is no longer in use. The structure is approximately 40 feet tall and is constructed of wood framing. The tower is no longer safe to use and is not cost effective for the University to rebuild.

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 the University of Louisiana at Monroe’s request to demolish ROTC rappelling tower on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
August 3, 2017

Dr. James B. Henderson
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 ROTC Rappelling Tower
    August 24, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with demolition of ROTC rappelling tower on campus with the state ID # S08932. The structure is no longer in use. I have enclosed an executive summary providing detailed information on the structure. Please include ULM's request for approval on the August 24, 2017 Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Director of Facilities. 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 Director of Facilities
    Bruce Janet, UL System Director of Internal and External Audit
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 24, 2017

Item H.8. University of Louisiana at Monroe’s request for approval to demolish the
Greenhouse located at 501 Warhawk Way on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Greenhouse located at 501
Warhawk Way. The building is approximately 30 years old and is no longer in use. The building
is approximately 480 square feet and is constructed of a metal frame with a glass exterior. The
grounds department no longer grows its own plants or uses the building. Modifications and repairs
to the structure are not cost effective as this space is not conducive to anything other than a
hothouse.

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 the University of Louisiana at Monroe’s request
to demolish the Greenhouse located at 501 Warhawk Way on the campus of the University.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to
statutory and administrative requirements.
August 3, 2017

Dr. James B. Henderson
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 Green House at Physical Plant
August 24, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with demolition of the grounds department hothouse on campus with the state ID # S08923. The building was erected 1976 and is no longer in use. I have enclosed an executive summary providing detailed information on the building. Please include ULM’s request for approval on the August 24, 2017 Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Director of Facilities. 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 Director of Facilities
    Bruce Janet, UL System Director of Internal and External Audit
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 24, 2017

Item H.9. University of Louisiana at Monroe’s request for approval to demolish the Older Worker Program house located at 600 Cole Avenue on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Older Worker Program house located at 600 Cole Avenue. The building is approximately 1,992 square feet, constructed of wood framing, brick siding, and an asphalt shingle roof, and is approximately 40 years old. The building is losing structural integrity and is no longer viable to house any type of program. Modifications and repairs to the structure are not cost effective and the program is no longer active as of January 2017.

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 the University of Louisiana at Monroe’s request to demolish the Older Worker Program house located at 600 Cole 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.
August 3, 2017

Dr. James B. Henderson
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 ULM Older Worker Program House
August 24, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with demolition of the Older Worker Program house on campus with the state ID # 508903. The building has been cleaned out and is no longer in use. I have enclosed an executive summary providing detailed information on the building. Please include ULM’s request for approval on the August 24, 2017 Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Director of Facilities. 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 Director of Facilities
    Bruce Janet, UL System Director of Internal and External Audit
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

August 24, 2017


EXECUTIVE SUMMARY

UL System requests approval of the Fiscal Year 2018-19 Capital Outlay Budget Request and Institutions’ Five-Year Plans for FY 2018-19 through FY 2022-23.

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

Once approved by the Board, the Capital Outlay Budget Request for FY 2018-19 will be forwarded to the Board of Regents for approval and submittal to the Division of Administration (Facility Planning and Control) for consideration in next year’s state capital outlay budget.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the Fiscal Year 2018-19 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.
<table>
<thead>
<tr>
<th>Campus</th>
<th>Project Description</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
<th>Total</th>
<th>Project Total</th>
</tr>
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<tbody>
<tr>
<td>1 2011 ULM</td>
<td>Walker Hall HVAC Emergency Repairs</td>
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<td>$2,000,000</td>
<td>$2,400,000</td>
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<tr>
<td>2 2014 MSU</td>
<td>Repair to Holbrook Walkway Canopy</td>
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<td>$1,752,000</td>
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<td>$1,752,000</td>
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<tr>
<td>3 2011 NSU</td>
<td>ADA Compliance (All Campuses)</td>
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<td>4 2013 GSU</td>
<td>Elevator Deficiencies</td>
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<td>$500,000</td>
<td>$500,000</td>
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<td>$500,000</td>
<td>$500,000</td>
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<tr>
<td>5 2017 UNO</td>
<td>Geology and Psychology Roof Replacement</td>
<td>$800,000</td>
<td>$800,000</td>
<td>$800,000</td>
<td>$800,000</td>
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<tr>
<td>6 2019 LTU</td>
<td>Comprehensive ADA Assessment/Remediation</td>
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<td>$1,000,000</td>
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<tr>
<td>7 2018 NSU</td>
<td>Strooper Hall - ADA Restroom Upgrades</td>
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<tr>
<td>8 2015 ULL</td>
<td>Campus-wide Major Repairs</td>
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<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td>9 2017 UNO</td>
<td>Bicentennial Education Center Roof Replacement</td>
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<tr>
<td>10 2011 GSU</td>
<td>Reroof Various Buildings on Campus (Carver, Men's Gym, C.P. Adams, Others)</td>
<td>$1,750,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>11 2016 LTU</td>
<td>Campus Utility Infrastructure</td>
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<td>$5,500,000</td>
<td>$5,500,000</td>
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<td>12 2012 ULM</td>
<td>ADA Accessibility - Campus Wide</td>
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<td>14 2013 GSU</td>
<td>West Campus - Reroof Various Buildings</td>
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<td>15 2015 NSU</td>
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<td>$1,861,800</td>
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<tr>
<td>16 2016 LTU</td>
<td>Roofing/Waterproofing</td>
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<td>$2,750,000</td>
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<tr>
<td>17 2015 ULM</td>
<td>Library and Chemistry Building Cooling Tower, Data Center HVAC Upgrades</td>
<td>$1,238,500</td>
<td>$1,238,500</td>
<td>$1,238,500</td>
<td>$1,238,500</td>
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<td>18 2017 UNO</td>
<td>Central Utilities Plant Chiller Replacement</td>
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<td>21 2011 GSU</td>
<td>Fayrot Student Union Underground Piping</td>
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<td>22 2010 LTU</td>
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<td>23 2016 NSU</td>
<td>Peltier Hall Roof Replacement</td>
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<td>24 2015 NSU</td>
<td>Campus Safety/Technology Enhancements</td>
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<td>25 2015 NSU</td>
<td>Campus Street Light Replacement</td>
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**Total Emergency Projects**

$49,720,036 $39,219,852 $7,838,333 $97,038,221 $97,038,221
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<th>Campus</th>
<th>Project</th>
<th>PREVIOUS/OTHER</th>
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<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
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<td>Parking and Pedestrian Development</td>
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<tr>
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<td>Integrated Engineering &amp; Science Education</td>
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<td>UNO</td>
<td>Library Roof Replacement</td>
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<td>Energy Efficiency Lighting Program</td>
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<td>Intramural Center Expansion/Renovation</td>
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<td>Campus Utility Infrastructure Assessment, Engr. Repairs/Repl.</td>
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<td>Athletic Facilities - Didier Field/Softball Complex Renovation</td>
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<tr>
<td>UNO</td>
<td>South Jefferson Street Extension</td>
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<td>LTU</td>
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<td>MSU</td>
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<td>ULL</td>
<td>Fletcher Hall Emergency Repairs</td>
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<td>GSU</td>
<td>Long Jones Hall Renovations</td>
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<td>$3,905,000</td>
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<td>Research Park</td>
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<tr>
<td>NSU</td>
<td>Re-roofing of Campus Buildings</td>
<td>$4,950,000</td>
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<td>MSU</td>
<td>Contraband Bayou Erosion Retaining Wall Phase II</td>
<td>$2,278,800</td>
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<tr>
<td>NSU</td>
<td>Fieldhouse, Planning and Construction</td>
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<td>GSU</td>
<td>Library Replacement, Planning and Construction</td>
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<td>MSU</td>
<td>Shearman Fine Arts Building Renovation</td>
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<td>NSU</td>
<td>Renovation of Athletic Training and Meeting Facility</td>
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<td>$5,540,000</td>
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Total Continuing Projects: $71,358,483 | $114,460,927 | $35,109,830 | $18,660,560 | $181,872,257 | $253,230,740

Project Total: $20,421,800
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<th>FY 19-20</th>
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<th>FY 21-22</th>
<th>FY 22-23</th>
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<th>Project Total</th>
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<td>FY 19-20</td>
<td>FY 20-21</td>
<td>FY 21-22</td>
<td>FY 22-23</td>
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**Total New Projects**: $65,374,911

**Grand Total All Categories**:

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**Total Deferred Maintenance and Major Repairs**: $362,225,789

*This category reflects continuing request to Board of Regents involving 1st year land acquisition funds for post-secondary educational institutions payable from General Obligation Bonds.*
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<tr>
<th>PROJECT TITLE</th>
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<th>INSTL PRIORITY</th>
<th>FUNDING SOURCE</th>
<th>PREVIOUS FUNDING</th>
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<th>FY 19-20</th>
<th>FY 20-21</th>
<th>FY 21-22</th>
<th>FY 22-23</th>
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<th>FY 20-21</th>
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**TOTALS**                       |                  |              |                |                        | $8,150,983 | $18,400,000 | $22,845,000 | $18,842,000 | $11,203,000 | $1,000,000 | $73,290,000 | $61,440,983 |
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<th>FY 19-20</th>
<th>FY 20-21</th>
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<th>FY 22-23</th>
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