

**AGENDA**  
**FACILITIES PLANNING COMMITTEE**  
**BOARD OF SUPERVISORS FOR THE**  
**UNIVERSITY OF LOUISIANA SYSTEM**  
**\*10:50 a.m., Thursday, December 6, 2018\*\***  
**Room 100, "Louisiana Purchase Room"**  
**Claiborne Conference Center**  
**1201 North Third Street**  
**Baton Rouge, Louisiana**

**MEMBERS:**

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

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

**Board Agenda Item G.1.**

**Louisiana Tech University's** request for approval to execute a Lease with Kansas City Southern Railway Company to allow the University to access and install limited improvements on a portion of the railroad's right-of-way that runs through campus.

**Board Agenda Item G.2.**

**McNeese State University's** request for approval to name several rooms in the Health and Human Performance Educational Complex.

**Board Agenda Item G.3.**

**Nicholls State University's** request for approval to permit construction of a building by the Diocese of Houma-Thibodaux on property leased from the University.

**Board Agenda Item G.4.**

**Southeastern Louisiana University's** request for approval to enter into a Cooperative Endeavor Agreement with the Regina Coeli Child Development Center.

- D. Other Business
- E. Adjournment

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 6, 2018**

- Item G.1.** Louisiana Tech University's request for approval to execute a Lease with Kansas City Southern Railway Company to allow the University to access and install limited improvements on a portion of the railroad's right-of-way that runs through campus.

**EXECUTIVE SUMMARY**

Louisiana Tech University is requesting permission to execute a new lease with the Kansas City Southern Railway Company (KCS). KCS owns and operates a railroad that runs east and west across the University's campus. For the portion of the railway through the University's campus, KCS also owns a right-of-way running seventy-five feet both north and south from the centerline of the tracks (150 feet total). The University wishes to lease the farthest 35 feet of the right-of-way on both sides of the track. The University may install park-like improvements such as shrubbery, trees, lighting, benches, bike/walking paths, greenspace, fencing, and hard surfaces for vehicular parking. The University shall pay KCS a nominal annual rental fee of \$50 for the duration of the lease. The initial term of the lease is 30 years and the University may terminate the lease at any time. The University has had an existing lease arrangement with KCS and its predecessors for a smaller portion of the described property therein since 1956 for the limited purpose of planting shrubbery and flowers. This new lease will expand the leased premises and permitted uses.

**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 execute a Lease with Kansas City Southern Railway Company to allow the University to access and install limited improvements on a portion of the railroad's right-of-way that runs through campus.*

***BE IT FURTHER RESOLVED,** that the President of the University or his or her designee be authorized to execute said Lease on behalf of Louisiana Tech University.*

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

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



# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

November 8, 2018

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

Louisiana Tech University is requesting permission to execute a new lease with Kansas City Southern Railway Company ("KCS"). KCS operates a railroad that runs east and west across the University's campus. KCS also owns a right-of-way to the seventy-five feet running both north and south of the tracks (150 feet total). The University wishes to lease the thirty-five feet farthest from the tracks on both sides of the tracks. The purpose of the lease is to allow the University to construct limited improvements on the premises, including park-like improvements such as green space, shrubbery, trees, benches, bike/walking paths, fencing, and lighting. The University would also be allowed to install hard-surfaces for vehicular parking. The lease would be for a term of thirty (30) years and the University will pay a nominal annual rental of fifty (\$50) dollars for each year of the lease. The University may terminate the lease at any time. The University has had an existing lease arrangement with KCS and its predecessors for a smaller portion of the above described property since 1956 for the limited purpose of planting shrubbery and flowers. This new lease will greatly expand the leased premises and permitted uses.

Having access to use and improve this space is important for the University. In recent years, the University has undertaken a campus beautification project which consists of planting additional trees, adding greenspace, and improving paths of travel. This Lease will allow us to continue those efforts since the railroad runs through campus. Additionally, due to growing enrollment, parking continues to be an issue. This lease will provide additional space to help alleviate those needs.

Louisiana Tech University requests permission to proceed with the execution of a new lease with Kansas City Southern Railway Company, subject to approval of Board Staff and Legal Counsel.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

STATE OF LOUISIANA

PARISH OF LINCOLN

This contract of lease entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

Name of Business/Person: The Kansas City Southern Railway Company

Address:

Name of Agent:

Title of Agent:

hereinafter referred to as "LESSOR", and

Name of Business/Person: Louisiana Tech University

Address: 305 Wisteria Street  
Ruston, LA 71272

Name of Agent:  
(if applicable) Justin Kavalir

Title of Agent:  
(if applicable) Legal Counsel

hereinafter referred to as "LESSEE".

This lease will become binding upon both parties duly authorized signatures below.

#### AUTHORITY

LESSOR does hereby lease and let unto LESSEE, without any warranty of title whatsoever, the following described property situated at or near LESSOR'S Milepost 103.44, Vicksburg Subdivision, City of Ruston, in the Parish of Lincoln, State of Louisiana, to wit:

#### PROPERTY

Attachment A for legal description and drawing of the leased property, and hereinafter referred to as "the Premises".

#### TERM

The lease granted herein shall have a primary term of thirty (30) years, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

#### PURPOSE

LESSEE shall have the sole right to use and maintain the Premises for the following purposes:

- a. install non-concrete fencing (i.e., wrought iron, chain link, or other fencing is permitted)
- b. plant trees, flowers, shrubbery, and sod and other elements typical of a park
- c. install hard surfaces for vehicular parking
- d. install permanent lighting, benches, and other fixtures along with necessary utilities which shall include the ability to make installations subsurface for such utilities
- e. install a permanent bike path
- f. install irrigation
- g. install limited storm drainage to allow construction of improvements approved by KCS railroad engineering department.
- h. install utilities for lighting and communication
- i. access leased space with persons, machinery and equipment to maintain improvements

Notwithstanding the preceding sentence, LESSEE use of the Premises and any changes to the Premises as set forth above shall not disrupt or interfere with LESSOR's railroad operations. "Railroad operations" shall mean any activity which affects the movement of a train, locomotive, on-track equipment, or track motor car, singly or in combination with other equipment, on the track of a railroad.

#### RENTAL

The rental to be paid by LESSEE to LESSOR is set forth as follows:

1. The rental paid by LESSEE to LESSOR shall be Fifty Dollars (\$50), with the first rental being due and payable on or before the date this lease commences and subsequent rentals being due on or before the same day of each year thereafter.
2. In the event of late payment and, at LESSOR'S option, LESSEE may be granted up to an additional thirty (30) days to make payment. At LESSOR'S option, rental payments tendered more than thirty (30) days following the due date may be accepted. Acceptance of late payments does not alter the terms of this lease. For payments sent by US Postal Services, the date postmarked is deemed the date tendered.

#### CONDITIONS

1. This lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts of record affecting the Premises.
2. LESSEE accepts the Premises subject to the rights of any person, firm or corporation, including the LESSOR in and to any existing telephone, telegraph and/or other poles, wires, fixtures or other facilities of any kind whatsoever and should it at any time become necessary to relocate any of said poles, wires, fixtures or facilities for LESSEE's purposes under this lease, the LESSEE shall bear and pay the cost of so doing.
3. LESSEE shall comply with all federal, state and local statutes, rules, regulations and ordinances relating to environmental, sewer, sanitation, fire, safety and any other regulated activities.
4. LESSEE agrees to use the Premises as a good and careful administrator. This includes maintaining the Premises in a neat, clean and orderly manner at all times.
5. All work of LESSEE to be performed on the Premises shall avoid, to the greatest extent possible, interference with LESSOR's railroad operations. When LESSEE is required to work within the "Minimum Clearance Zone" of any track, LESSOR will provide a qualified flagman unless, in LESSOR's discretion, a flagman is not required. For the purposes hereof, the term "Minimum Clearance Zone" is defined as an area measured 25 feet, horizontally on either side of the centerline of track with unlimited vertical distance within the horizontal limits. LESSEE will clear the tracks when directed to do so by the flagmen. All of LESSOR's costs and expenses associated with providing the flagmen will be reimbursed to LESSOR by LESSEE. LESSEE must notify LESSOR by contacting Critical Incident Desk / 816-983-1892 \_\_\_\_\_ at least two (2) weeks in advance of the date LESSEE wishes to commence working within the "Minimum Clearance Zone" of any track to allow LESSOR time to provide the flagmen called for herein.
6. If any change to LESSEE's fence or other improvements is necessary as determined by LESSOR, including but not limited to any changes due to any changes in the operating practice of LESSOR, then LESSEE shall bear the entire expense of such change. If LESSEE fails to make such change in a timely manner, then LESSOR, in addition to any other rights under this Agreement, may immediately terminate this Agreement and remove such improvements at LESSEE's cost and expense.

#### ASSIGNMENT/SUBLEASE

This agreement shall be binding upon LESSOR and LESSEE, their respective successors and assigns. This lease may not be assigned, subleased or otherwise transferred in whole or in part without the prior written permission of LESSOR.

#### HOLD HARMLESS

LESSEE accepts the Premises in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or Premises arising out of or resulting from LESSEE's use of the Premises. LESSEE further agrees to indemnify and to hold LESSOR harmless against any loss or liability for injury to or death of persons or damage to Premises of others, including costs and expenses incident thereto, arising wholly or in part from LESSEE's negligent use of the Premises. LESSEE will, at LESSOR'S request, appear and defend any suit arising from any such loss or liability at its own sole cost and expense and will pay any judgments that may be entered against LESSOR therein when said suit is finally determined for such loss or liability resulting from LESSEE'S use of the Premises. LESSOR shall indemnify and hold harmless LESSEE from and against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incident thereto, arising wholly or in part from railroad operations on LESSOR's track running through the Premises.

#### TERMINATION/CANCELLATION

1. Should LESSEE at any time violate any of the conditions of this lease, or discontinue the use of the Property, or payments or other expenses assumed under this lease, LESSOR shall have the option to notify LESSEE in writing that it intends to cancel this lease and if LESSEE has not corrected the problem within thirty (30) days from receipt of notice, then LESSOR may immediately cancel this lease without putting LESSEE in default. LESSEE will remain responsible/liable for any personal property or equipment covered by this lease, remaining on site after said lease has terminated.
2. LESSEE may surrender this lease at any time, either during the original term or any extension of the original term by giving written notice to LESSOR. If LESSEE had previously recorded this lease in the parish conveyance records, then LESSEE shall file a written release in the parish conveyance records and shall provide LESSOR a certified copy thereof. Surrender of this lease shall not affect any existing obligations of the LESSEE or relieve the LESSEE of any obligations previously incurred.
3. LESSEE hereby agrees to remove buildings, structures, foundations, footings, materials, signs, debris or any other articles or facilities owned by LESSEE or permitted to be placed on the Property by LESSEE before the termination of this lease, and if not so removed, such property shall, at the election of the LESSOR, become LESSOR's property, or, LESSOR may, at its election, require the LESSEE to remove the property at its own expense.

#### EFFECT OF LAW

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this lease shall be governed by the laws of the State of Louisiana.

THIS DONE, EXECUTED AND SIGNED by the parties in Ruston, Louisiana, in triplicate, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the presence of the undersigned legal competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
[TITLE] LESSOR  
Printed Name:

Printed Name: \_\_\_\_\_

LOUISIANA TECH UNIVERSITY

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: LESSEE

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**DESCRIPTION OF STRIPS OF LAND ALONG AND WITH  
THE NORTHERN AND SOUTHERN RIGHT-OF-WAY LIMITS OF THE KCS RAILWAY  
PROCEEDING THROUGH LOUISIANA TECH UNIVERSITY LANDS**

That certain strip of land of 35 feet in width, comprising the Northernmost 35 feet of the KCS Railway's 150 feet wide right-of-way as it proceeds generally East and West through a portion of Louisiana Tech University, being more particularly described as follows:

That certain strip of land of 35 feet in width lying parallel with and attached inside thereto the Northern right-of-way line, as said right-of-way lies 75 feet Northerly of the centerline, of the KCS Railway as it proceeds generally East and West through a portion of Louisiana Tech University, as bounded Easterly by the current ownership limits of Louisiana Tech University and being a line lying perpendicular to said centerline at approximate Railway centerline station of 5444+68, and as bounded Westerly by the Western boundary of Section 23, Township 18 North – Range 3 West, Land District North of Red River, City of Ruston, Lincoln Parish, Louisiana, and being a line lying perpendicular to said centerline at approximate Railway centerline station of 5478+10;

**And**

That certain strip of land of 35 feet in width, comprising the Southernmost 35 feet of the KCS Railway's 150 feet wide right-of-way as it proceeds generally East and West through a portion of Louisiana Tech University, being more particularly described as follows:

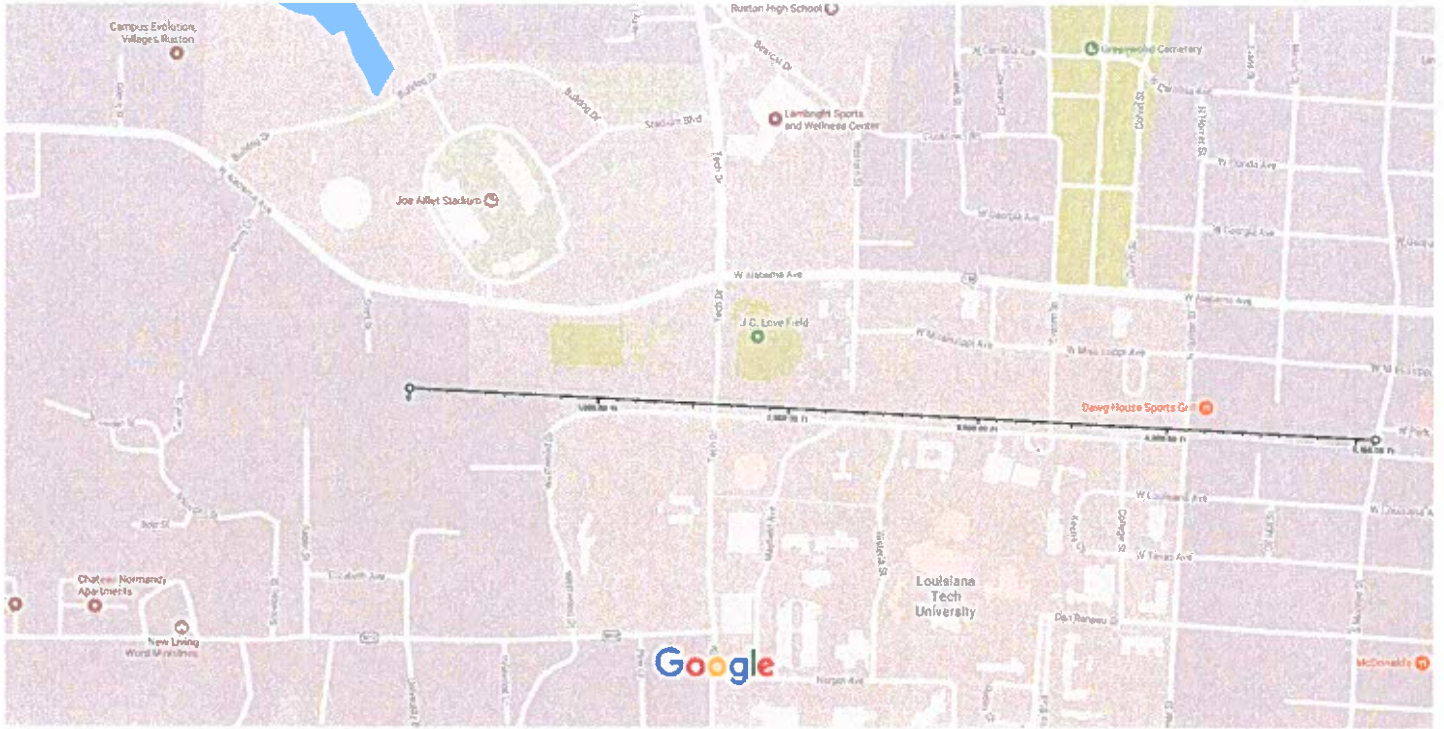
That certain strip of land of 35 feet in width lying parallel with and attached inside thereto the Southern right-of-way line, as said right-of-way lies 75 feet Southerly of the centerline, of the KCS Railway as it proceeds generally East and West through a portion of Louisiana Tech University, as bounded Easterly by the current ownership limits of Louisiana Tech University in general proximity of the centerline of College Street and being a line lying perpendicular to said centerline at approximate Railway centerline station of 5442+42, and as bounded Westerly by a line lying perpendicular to said centerline at approximate Railway centerline station of 5474+12.

**DRAFT 06/13/2018**

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Frank W. Miller, P.L.S.  
Louisiana Registration No. 4671





Map data ©2017 Google 200 ft

Measure distance  
Total distance: 5,100.09 ft (1.55 km)

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 6, 2018**

- Item G.2.** McNeese State University's request for approval to name several rooms in the Health and Human Performance Educational Complex.

**EXECUTIVE SUMMARY**

McNeese seeks approval to name several rooms in the Health and Human Performance (H&HP) Educational Complex. The rooms would be named:

**Drez-Murphy Sports Medicine Center.** This is the primary training room for men's and women's basketball, volleyball and men's and women's golf, but can be used by all sports.

**Charles E. "Chuck" Kleckley Room.** This glass room overlooks the arena on one side and the basketball practice and volleyball courts and will be used by donors, the University's teams, and fans throughout the year.

**Dr. David Wallace Basketball Suite and Conference Room.** This area houses the office and the dressing room of the men's basketball coach and his staff's conference room.

Following are summaries of the individuals' accomplishments:

**Dr. David Drez** - McNeese Athletics team physician and orthopedic surgeon for over 40 years beginning in 1963. His association with McNeese was the longest such association in the nation at the time. Considered one of the top orthopedic surgeons in the country before retirement, Dr. Drez is a nationally renowned lecturer and author and has been inducted into the Louisiana Athletic Trainers Hall of Fame, McNeese Hall of Honor, and the McNeese Sports Hall of Fame. Jim "Doc" Murphy, a long-time head trainer for McNeese Athletics, returned to McNeese in the summer of 2018 for his third stint as the head of the sports medicine department. He previously spent 33 years at McNeese in two different stints, the first from 1975-88, then returning in 1994 for a 20-year run. He has been inducted into the Louisiana Athletic Trainers Hall of Fame and the McNeese Sports Hall of Fame, and has received the prestigious Jim Finks Award for his accomplishments in sports medicine.

**Mr. Chuck Kleckley** - A McNeese State University graduate, Mr. Kleckley is a former Speaker of the Louisiana House of Representatives and was very instrumental in getting the construction of the Health & Human Performance Educational Complex approved. He was a member of the Louisiana House of Representatives from 2005 to 2016, representing District 36 that practically surrounds McNeese. Prior to his stint in the Legislature, Mr. Kleckley served on

the Calcasieu Parish Police Jury. In September, he received the 2018 McNeese Distinguished Alumnus Award.

**Dr. David Wallace** – A McNeese basketball letterman from 1972-74, Dr. Wallace was the first and still the only Cowboy basketball player to earn CoSIDA Academic All-America honors when he received the award for the 1971-72 season. He was awarded the team's free throw and assist trophies for the 1972 season as well. He has been an active fan of the basketball program for many years and a longtime pediatrician at the Children's Clinic of Southwest Louisiana. Dr. Wallace has been instrumental in assisting the University's new basketball staff in fundraising efforts.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to name several rooms in the Health and Human Performance Educational Complex.*



G 2

November 15, 2018

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

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request to name rooms in the newly completed HHP Educational Complex.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 13, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



November 15, 2018

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

Dear Dr. Henderson:

I request approval for McNeese State University to name three rooms in the newly completed HHP Educational Complex to honor four individuals who have been instrumental in the success of McNeese Athletics. They are Dr. David Drez, Dr. David Wallace, Jim Murphy, and Chuck Kleckley.

The rooms would be the:

**Drez-Murphy Sports Medicine Center.** The primary training room for men's and women's basketball, volleyball and men's and women's golf, but can be used by all sports.

**Charles E. "Chuck" Kleckley Room.** This glass room overlooks the arena on one side and the basketball practice and volleyball courts and will be used by donors, our teams, and fans throughout the year.

**Dr. David Wallace Basketball Suite and Conference Room.** This area houses the office and the dressing room of our men's basketball coach and his staff's conference room.

Following is a summary of their accomplishments.

Dr. David Drez-McNeese Athletics team physician and orthopedic surgeon for over 40 years beginning in 1963. His association with McNeese was the longest such association in the nation at the time. Considered one of the top orthopedic surgeons in the country before retirement, Dr. Drez is a nationally renowned lecturer and author and has been inducted into the Louisiana Athletic Trainers Hall of Fame, McNeese Hall of Honor, and the McNeese Sports Hall of Fame.

Dr. David Wallace-A McNeese basketball letterman from 1972-74, Dr. Wallace was the first, and still the only Cowboy basketball player to earn CoSIDA Academic All-America honors when he received the award for the 1971-72 season. He was awarded the team's free throw and assist trophies for the 1972 season as well. He has been an active fan of the basketball program for many years and a longtime pediatrician at the Children's Clinic of Southwest Louisiana. Dr. Wallace has been instrumental in assisting our new basketball staff in fundraising efforts.

Jim "Doc" Murphy-A long-time head trainer for McNeese Athletics, "Doc" returned to McNeese in the summer of 2018 for his third stint as the head of the sports medicine department. He previously spent 33 years at McNeese in two different stints, the first from 1975-88, then returning in 1994 for a 20-year run. He has been inducted into the Louisiana Athletic Trainers Hall of Fame and the McNeese Sports Hall of Fame, and has received the prestigious Jim Finks Award for his accomplishments in sports medicine.

Chuck Kleckley-A McNeese State University graduate, Mr. Kleckley is a former Speaker of the Louisiana House of Representatives and was very instrumental in getting the construction of the Health & Human Performance Educational Complex approved. He was a member of the Louisiana House of Representatives from 2005-2016, representing District 36 that practically surrounds McNeese. Prior to his stint in the Legislature, Mr. Kleckley served on the Calcasieu Parish Police Jury. In September, he received the 2018 McNeese Distinguished Alumnus Award.

Thank you for your approval of this request to honor these four individuals for their many contributions.

Sincerely,



Dr. Daryl V. Burckel  
President





**McNEESE STATE**  
**UNIVERSITY**

INTERCOLLEGIATE ATHLETICS

Dr. Burckel,

The opening this fall of our H&HP Educational Complex is an exciting time for McNeese.

McNeese Athletics would like to honor and recognize 4 individuals who have been instrumental in the success of McNeese Athletics. We want to honor these 4 with the naming of rooms in our new H&HP Educational Complex.

The 4 are Dr. David Drez, Dr. David Wallace, Jim Murphy, and Chuck Kleckley.

The rooms would be the:

- **Drez-Murphy Sports Medicine Center**
  - It is the primary training room for men's & women's basketball, volleyball as well as men's & women's golf but can also be used by all of our other sports.
- **Charles E. "Chuck" Kleckley Room**
  - This glass room overlooks our arena on one side and our basketball practice and volleyball courts. It will be used by donors, our teams, and fans throughout the year.
- **Dr. David Wallace Basketball Suite and Conference Room**
  - This area houses the office of our men's basketball coach, his dressing room and his staff's conference room.

We are asking for your approval so that these possibilities may be presented to the ULS Board of Supervisors. On the attached page are the biographies of the 4 honored individuals.

Sincerely,

F. Bruce Hemphill  
Director of Athletics

### Dr. David Drez

McNeese Athletics team physician and orthopedic surgeon for over 40 years beginning in 1963. His association with McNeese was the longest such association in the nation at the time. Considered one of the top orthopedic surgeons in the country before retirement, Dr. Drez is a nationally renowned lecturer and author and has been inducted into the Louisiana Athletic Trainers Hall of Fame, McNeese Hall of Honor, and the McNeese Sports Hall of Fame.

### Dr. David Wallace

A McNeese Basketball letterman from 1972-74, Dr. Wallace was the first, and still the only Cowboy basketball player to earn CoSIDA Academic All-America honors when he received the award for the 1971-72 season. He was awarded the team's free throw and assist trophies for the 1972 season as well. He's been an active fan of the basketball program for many years and has been a longtime pediatrician at the Children's Clinic of Southwest Louisiana. Dr. Wallace has been instrumental in assisting our new basketball staff in fundraising efforts.

### Jim "Doc" Murphy

A long-time head trainer for McNeese Athletics, "Doc" returned to McNeese in the summer of 2018 for his third stint as the head of the sports medicine department. He previously spent 33 years at McNeese in two different stints, the first from 1975-88 then returning in 1994 for a 20-year run. He has been inducted into the Louisiana Athletic Trainers Hall of Fame and the McNeese Sports Hall of Fame, and has received the prestigious Jim Finks Award for his accomplishments in sports medicine.

### Chuck Kleckley

A McNeese State University graduate, Mr. Kleckley is a former Speaker of the Louisiana House of Representatives and was very instrumental in getting the construction of the Health & Human Performance Educational Complex approved. He was a member of the Louisiana House of Representatives from 2005-2016, representing District 36 that practically surrounds McNeese. Prior to his stint in the Legislature, Mr. Kleckley served on the Calcasieu Parish Police Jury. In September, he received the 2018 McNeese Distinguished Alumnus Award.



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 6, 2018**

**Item G.3.**     **Nicholls State University's** request for approval to permit construction of a building by the Diocese of Houma-Thibodaux on property leased from the University.

**EXECUTIVE SUMMARY**

The Louisiana State Board of Education and the Roman Catholic Church of the Diocese of New Orleans executed a lease on June 27, 1961 for land located on the campus of Francis T. Nicholls State College, Thibodaux, Louisiana. The lease term is ninety-nine (99) years. Said lease allowed the Diocese of New Orleans to construct buildings, with the approval and consent of the State, on the leased property provided that such construction costs were paid solely by the Diocese and that future maintenance of buildings was paid by the Diocese.

The Louisiana Board of Regents and Board of Supervisors for the University of Louisiana System are successors to the Louisiana State Board of Education in governance of the campus, and Nicholls State University is the successor to the former Francis T. Nicholls State College. The Roman Catholic Church of the Diocese of Houma-Thibodaux was formed in 1977 and is the successor to the Diocese of New Orleans relating to property leased under the original 1961 lease.

The Diocese of Houma-Thibodaux desires to construct a building on the leased campus property in Thibodaux, and Nicholls State University desires to permit such construction pursuant to the terms and conditions of the original 1961 lease, provided that final plans and specifications for the new building meet proper standards and are approved by Nicholls State University prior to the start of construction.

Nicholls State University shall bear no cost of construction or future maintenance related to the new 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 Nicholls State University's request for approval to permit construction of a building by the Diocese of Houma-Thibodaux on property leased from the University.*

***BE IT FURTHER RESOLVED***, that the President of Nicholls State University and his or her designee are hereby designated and authorized to execute any and all documents necessary to execute this request.

***BE IT FURTHER RESOLVED***, that Nicholls State University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents and administrative requirements.

***AND FURTHER***, that Nicholls State University will provide System office with copies of all final executed documents for Board files.

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**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

G 3

November 12, 2018

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 13, 2018 meeting of the Board of Supervisors for the University of Louisiana System:

*Request approval to permit construction of a building by the Diocese of Houma-Thibodaux on property leased from the University.*

Thank you for your assistance in this matter.

Sincerely,

John Clune  
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President  
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mrs. Paulette Mayon, Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness



# St. Thomas Aquinas Catholic Church

HOME OF THE COLONEL CATHOLICS

November 16, 2018

Dr. Jay Clune  
Nicholls State University  
P.O. Box 2001  
Thibodaux, LA 70310

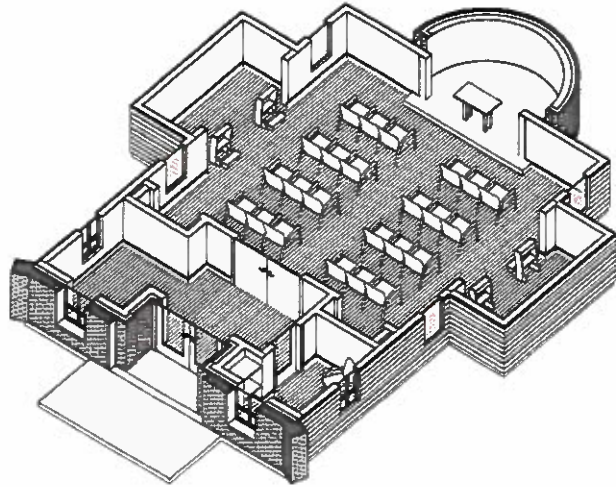
Dear President Clune,

As a follow up from our previous conversations, I am writing to request yours and the board's approval for St. Thomas to move forward in building the Adoration Chapel. The Chapel will be built on the land which the Diocese leases from the State, located on the campus of Nicholls State University. It is our belief that the Adoration Chapel will significantly enhance St. Thomas Church Parish, as well as provide a quiet and prayerful place for the students, faculty, and staff of Nicholls State University. The building itself will be esthetically pleasing and will enhance the beauty of the campus. Additionally, because of the rich Catholic heritage in our area, we believe that the Chapel will be a great asset in attracting potential students to Nicholls.

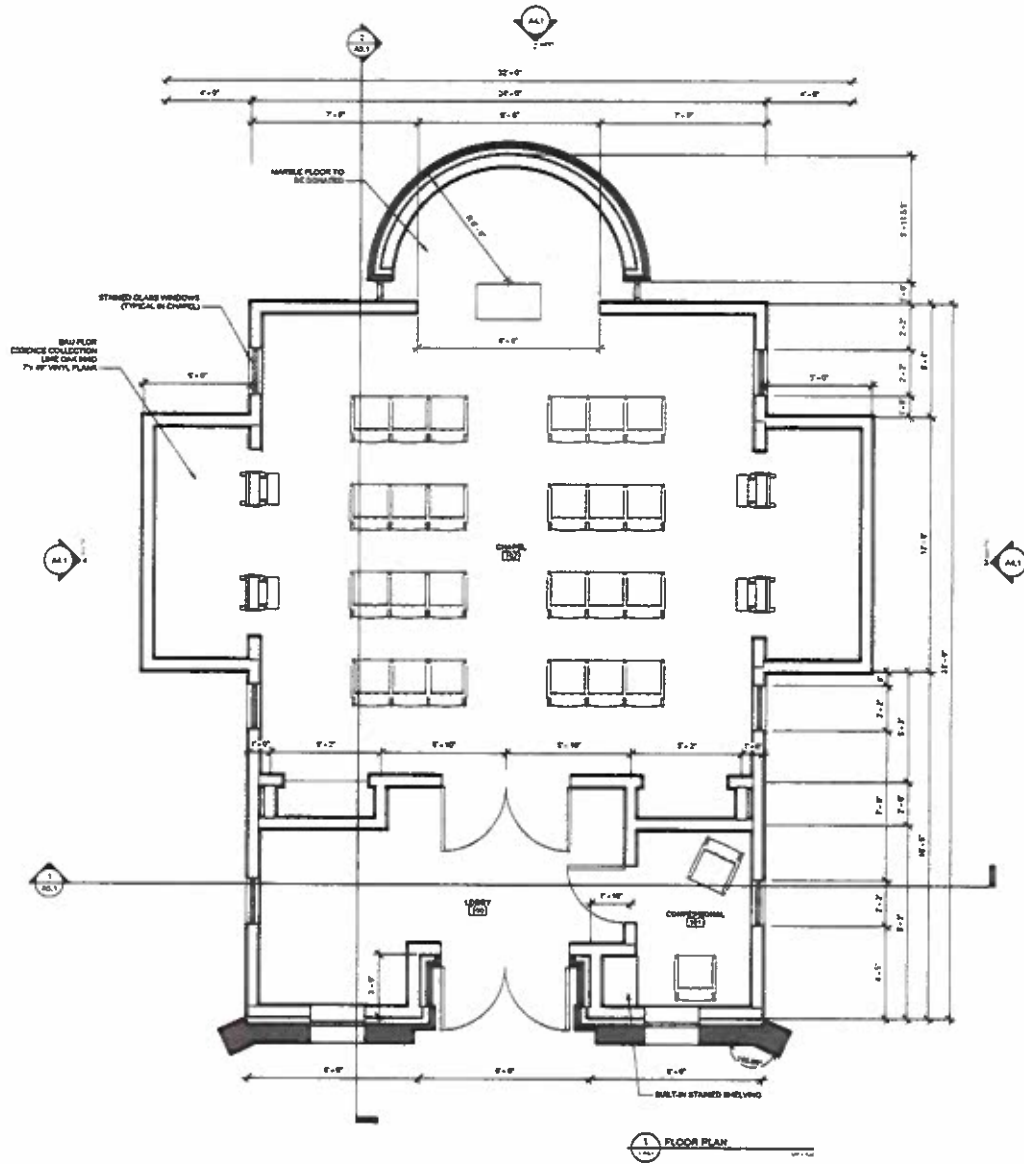
I enjoy working with you and your staff in visioning the future of the University as we move forward in forming the next generation of leaders for our society!

Respectfully Yours,

Rev. Mitchel Semar  
St. Thomas Aquinas, Pastor



3D FLOOR PLAN



DATE	DESCRIPTION	BY

**DDG**  
 DUPLAINTS DESIGN GROUP, PC  
 214 E. Bayou Road, Thibodaux, LA 70081  
 Phone: 866.477.0260 Fax: 866.487.1102  
 WWW.DDGPC.COM  
 THIBODAUX CORPORATION 11008080N  
 BAYOU ROUGE 10471000TE

**PRELIMINARY**  
 NOT FOR CONSTRUCTION


ST. THOMAS AQUINAS CATHOLIC CHURCH  
 PROPOSED CHURCH AND CHAPEL  
 AT MICHELL'S STATE UNIVERSITY  
 FOR HOUMA-THIBODAUX DIOCESE

DATE	
DESIGNED	
CHECKED	
DATE	
ISSUED FOR	
PROJECT NO.	
PROJECT NUMBER	
FILE	

SHEET  
**A1.1**



DATE	DESCRIPTION	BY


**DDG**  
 DUPONTIS DESIGN GROUP, PC  
 3116 Poydras Street, Thibodaux, LA 70081  
 Phone: 848.472.2008 Fax: 848.472.2008  
 WWW.DDGPC.COM  
 THIBODAUX CONSTRUCTION DIVISION  
 BAYTON HOUSE LAFAYETTE

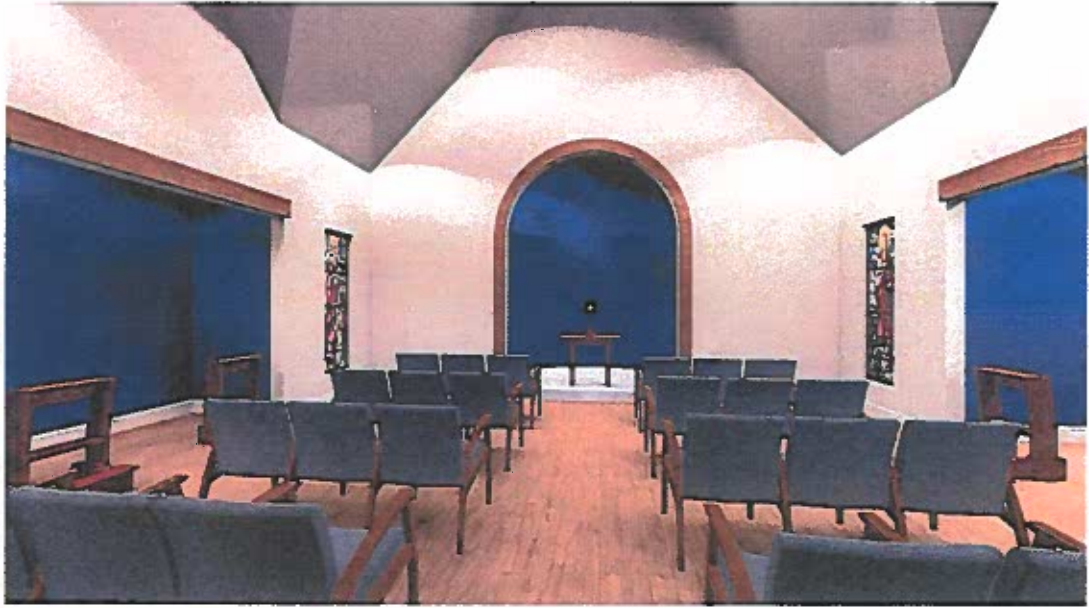
PRELIMINARY  
 NOT FOR CONSTRUCTION

ST. THOMAS AQUINAS CATHOLIC CHURCH  
 PROPOSED CHURCH AND CHAPEL  
 AT NICHOLS STATE UNIVERSITY  
 FOR HOUMA-THIBODAUX DIOCESE

OWNER	
DESIGNER	
CHECKED	
DATE	
PROJECT NO.	
PROJECT NAME	
FILE	

A1.2





NO.	DATE	DESCRIPTION	BY


**DDG**  
 DUPLANTIS DESIGN GROUP, PC  
 511 E. Bayou Road, The Woodlands, LA 77380  
 Phone: 281.337.2000 Fax: 281.337.2007  
 WWW.DDGPC.COM  
 HOUSTON CONVENTION CENTER  
 SUPER-HOUSE L'AFRIQUE

PRELIMINARY  
 NOT FOR CONSTRUCTION

ST. THOMAS AQUINAS CATHOLIC CHURCH  
 PROPOSED CHURCH AND CHAPEL  
 AT NICHOLLS STATE UNIVERSITY  
 FOR HOUMA-THIBODAUX DIOCESE

DESIGNED BY	
CHECKED BY	
DRAWN BY	
PROJECT NO.	
DATE	
SCALE	
PROJECT TITLE	
PROJECT NO.	
PROJECT NUMBER	
DATE	

SHEET  
**A13**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**December 6, 2018**

- Item G.4.** Southeastern Louisiana University's request for approval to enter into a Cooperative Endeavor Agreement with the Regina Coeli Child Development Center.

**EXECUTIVE SUMMARY**

The Regina Coeli Child Development Center conducts, administers and evaluates a Head Start program focused primarily upon children of lower income families. Southeastern and Regina Coeli first entered into an agreement on January 30, 1998. The University would like to continue providing a site to the Center on the Southeastern campus. In return, Southeastern students will have the right of first placement in the facility.

The portable buildings are located on a 300-foot by 350-foot piece of property to the Northwest of Southeastern's North Campus facility. The term is for 20 years and parties may terminate the agreement upon written 30-day notice. It is the Center's responsibility to repair and maintain the facilities properly. The Board or Southeastern has the right to inspect the facilities for compliance at any time. The Center must provide proof of insurance in the proper type and amount required by Office of Risk Management, Division of Administration, and State of Louisiana.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to enter into a Cooperative Endeavor Agreement with the Regina Coeli Child Development Center.

***BE IT FURTHER RESOLVED***, that the President of Southeastern Louisiana University or his or her designee be authorized to execute said Cooperative Endeavor Agreement.

***BE IT FURTHER RESOLVED***, that Southeastern Louisiana University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents and administrative requirements.

***AND FURTHER***, that Southeastern Louisiana University will provide System office with copies of all final executed documents for Board files.



November 15, 2018

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

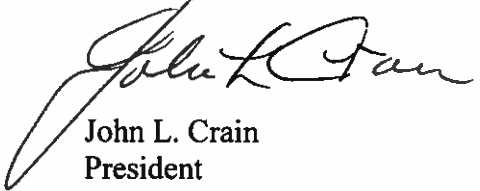
Re: Regina Coeli Child Development Center Cooperative Endeavor Agreement

Dear Dr. Henderson:

Southeastern Louisiana University is requesting approval to enter into a Cooperative Endeavor Agreement with Regina Coeli Child Development Center for a period of twenty (20) years. Southeastern and Regina Coeli first entered into an agreement on January 30, 1998 to conduct classes and other programs associated with the Head Start Program focused primarily on children of low-income families.

I respectfully request that you place this item on the agenda for the December 2018 meeting of the Board of Supervisors.

Sincerely,

  
John L. Crain  
President

Attachment

COOPERATIVE ENDEAVOR AGREEMENT

AMONG

REGINA COELI CHILD DEVELOPMENT CENTER  
22476 HWY 190  
ROBERT, LA 70455

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

AND

SOUTHEASTERN LOUISIANA UNIVERSITY

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the OFFICE OF REGINA COELI CHILD DEVELOPMENT CENTER, 22476 Hwy. 190, Robert, LOUISIANA, represented herein by its Board of Directors President, Dr. Jean Krieger; the UNIVERSITY OF LOUISIANA SYSTEM (hereinafter referred to as the "Board"), represented herein by its System President, Dr. James Henderson, and Southeastern LOUISIANA UNIVERSITY (hereinafter referred to as "Southeastern"), represented herein by its President, Dr. John L. Crain.

WITNESSETH

WHEREAS, the Secretary of Health and Human Services has designated Regina Coeli Child Development Center as a Head Start agency pursuant to the provisions of 42 U.S.C. §9833;

WHEREAS, pursuant to said designation Regina Coeli Child Development Center plans, conducts, administers and evaluates a Head Start program focused primarily upon children of low-income families who have not reached the age of compulsory school attendance which (1) provides such comprehensive health, nutritional, educational, social, and other services as aides the children to attain their full potential; and (2) provides for direct participation of the parents of such children in the development, conduct and overall program direction (the "Head Start Program");

WHEREAS, Southeastern is a member of the University of Louisiana System under the supervision and management of the Board of Supervisors for the University of Louisiana System;

WHEREAS, the University of Louisiana System, under the supervision and management of the Board was established and is maintained to serve the educational needs of the people of the State of Louisiana;

WHEREAS, Southeastern and the Board can serve the educational needs of its students and the people of the State of Louisiana by providing Regina Coeli Child Development Center with a site for conducting a portion of the Head Start Program on the campus of Southeastern;

WHEREAS, Southeastern students and staff will have the right of first placement in the facility to assist them with their childcare needs;

AND WHEREAS, Article 7, §14(C) of the Louisiana Constitution of 1974 allows the state and its political subdivisions or political corporations to engage in cooperative endeavors for public purposes with each other, the United States or its agencies or any public or private association, corporation or individual.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, Regina Coeli Child Development Center, the Board and Southeastern hereby agree as follows:

#### ARTICLE ONE: PREMISES

The Board and Southeastern hereby grant to Regina Coeli Child Development Center the right to locate temporary, modular buildings (the "Building") and appropriate driveways on the immovable property (the "Property") more particularly described on Exhibit A attached hereto and the right to conduct classes and other programs associated with the Head Start Program in the Building. The Board and Southeastern shall have the right to approve the design of the Building which approval must be received in writing by Regina Coeli Child Development Center prior to the location of the Building on the Property. The Regina Coeli Child Development Center shall follow all municipal, state and federal rules, policies, procedures, regulations and law in constructing and moving buildings.

#### ARTICLE TWO: TERM

The term of this Agreement shall be for a period of twenty (20) years commencing on the date of this Agreement as indicated hereinabove, notwithstanding the foregoing, and party to this Agreement shall have the right to terminate this Agreement upon thirty (30) days written notice to the other parties.

#### ARTICLE THREE: EXPENSES

All expenses in any way associated with and/or incurred as a result of this Agreement (including, but not limited to, costs resulting from and/or associated with the purchase, relocation and maintenance of the Building, conducting the Head Start Program, insurance costs and the cost of utilities, including gas, phone, internet, electricity, water, janitorial services, etc.) shall be paid by Regina Coeli Child Development Center.

#### ARTICLE FOUR: MAINTENANCE: REPAIRS AND INSPECTION

At all times during the term of this Agreement, Regina Coeli Child Development Center agrees to keep and maintain the Building and Property in a good state of appearance and repair, and in a safe, clean condition. The Board and Southeastern shall have the right to inspect the Building and Property at any time. Regina Coeli Child Development Center agrees to make any repairs or alterations or take any other action which, in their sole direction, is deemed necessary by the Board or Southeastern to render the Building and/or Property in a good state of appearance and repair, and in a safe, clean and current environmentally safe condition at the time of removal.

## ARTICLE FIVE: INSURANCE

Regina Coeli Child Development Center shall provide policies of insurance of a type and in the amounts required by the Office of Risk Management, Division of Administration, and State of Louisiana.

## ARTICLE SIX: DEFAULT

Should Regina Coeli Child Development Center at any time violate any of the terms, conditions or agreements contained in this agreement or discontinue the use of the Property for the purposes hereby intended, the Board or Southeastern shall give written notice to Regina Coeli Child Development Center specifying the violation or discontinuance. In the event that Regina Coeli Child Development Center fails to correct the violation or discontinuance within 30 days from the date of the mailing of the notice, the Board and Southeastern shall have the option to immediately enter and take possession of the Property and to terminate this Agreement.

## ARTICLE SEVEN: INDEMNITY

Regina Coeli Child Development Center hereby agrees and covenants to indemnify, hold harmless, save, protect and defend the Board, Southeastern and their employees, officers, members, and agents from all suits, actions, damages, claims, demands, causes of action, lawsuits, liabilities, judgments and expenses of whatsoever nature and kind, including, but not limited to, court costs, costs of defense and attorney's fees, which may be asserted by any party whomsoever, in connection with the loss of life, personal injuries, property loss or damage, or any other claim of whatever kind or nature, arising from, out of, or in any way connected with the Building, Property or the surrounding premises, or any occurrence in, upon or at the Building, Property, or the surrounding premises.

## ARTICLE EIGHT: EXPIRATION OF AGREEMENT

Regina Coeli Child Development Center shall remove the Building and any other of its movable property located on the Property within 30 days after the expiration of this Agreement, whether on its terms, by notice pursuant to Article Two or because of cancellation upon default. Driveways and immovable properties shall remain at no cost to Southeastern. Within 90 days after the expiration of this Agreement, whether on its terms, by notice pursuant to Article Two or because of cancellation upon default, Regina Coeli Child Development Center shall restore the Property to the same condition in which it existed prior to the effective date of this agreement.

## ARTICLE NINE: MISCELLANEOUS

Section 9.01. NON-WAIVERABILITY. The failure of any party to this Agreement to strictly and promptly enforce any provision of this Agreement or to exercise any legal remedy herein contained shall not operate as a waiver of any rights of that party; all parties hereto expressly reserve such rights, regardless of any indulgences or extensions that may be granted. No provision of this agreement shall be deemed to have been waived unless such waiver shall be in writing, signed by the party waiving the provision.

Section 9.02. NOTICES. Any notice, demand election or request which is required to be given under this Agreement shall be sent by registered or certified United States Mail, addressed as follows:

If to Regina Coeli Child Development Center:

Regina Coeli Child Development Center  
22476 Hwy 190  
Robert, LA 70455  
ATTENTION: Dr. Susan Spring, Executive Director

If to the Board:

University of Louisiana System  
1201 N. Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
ATTENTION: Dr. James Henderson

If to Southeastern:

Office of the President  
SLU Box 10784  
Southeastern Louisiana University  
Hammond, Louisiana 70402  
ATTENTION: Dr. John L. Crain

Section 9.03. SEVERABILITY. If any portion of this Agreement is to any extent ever be found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain valid and shall be enforced to the fullest extent permitted by law.

Section 9.04. BINDING EFFECT. Except as otherwise expressly provided herein, all provisions hereof shall be binding upon and shall ensure to the benefit of the parties hereto, their legal representatives and successors.

Section 9.05. LOUISIANA LAW TO APPLY. This Agreement shall be construed under and in accordance with the Laws of the State of Louisiana, and all obligations of the parties created hereby are performable in Tangipahoa Parish, Louisiana.

Section 9.06. HEADINGS. The article, section or other headings in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect.

Section 9.07. ENTIRE AGREEMENT. This Agreement, together with the exhibit attached hereto, contains the final and entire agreement among the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter of this Agreement and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that they shall not be bound by any term, condition, agreement or representation not herein written. No subsequent amendment of this Agreement shall be binding upon the parties hereto unless reduced to writing and duly executed by the parties hereto.

EXECUTED as of the date first above written.

REGINA COELI CHILD DEVELOPMENT CENTER

BY: \_\_\_\_\_  
Dr. Jean Krieger (Date)  
President, RCCDC Board of Directors

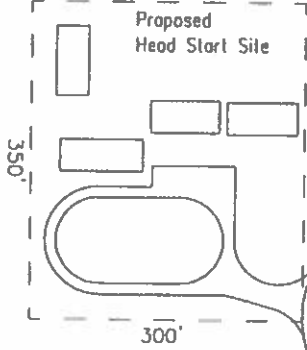
UNIVERSITY OF LOUISIANA SYSTEM

BY: \_\_\_\_\_  
Dr. James Henderson (Date)  
President, University of Louisiana System

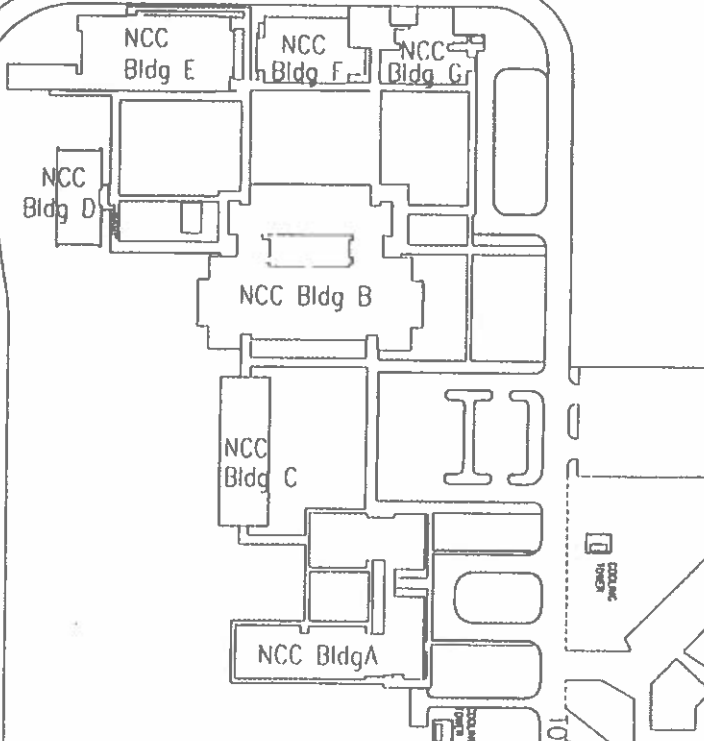
SOUTHEASTERN LOUISIANA UNIVERSITY

BY: \_\_\_\_\_  
Dr. John L. Crain (Date)  
President, Southeastern Louisiana University

NORTH CAMPUS  
RECREATION AREA



Property Lines



Southeastern Louisiana University



Proposed Head Start Site

N.T.S.

W. UNIVERSITY AVE.