

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.1.** Grambling State University's request for approval to designate the portion of Main Street that traverses campus between College Avenue on the north and Central Avenue on the south as a University Road pursuant to Act 217 of 2019.

EXECUTIVE SUMMARY

Act 217 of 2019 authorizes the Board to adopt a resolution designating any public roads within the campus of Grambling State University as a university road. Such a designation would grant the University exclusive jurisdiction, control over maintenance, and enforcement of traffic and parking regulations. Grambling has requested that the Board adopt a resolution granting the University this authority. This would allow Grambling the sole authority to make decisions related to limiting vehicle traffic for special events (i.e., parades, graduation or homecoming) or restricting parking, etc.

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 Grambling State University's request for approval to designate the portion of Main Street that traverses campus between College Avenue on the north and Central Avenue on the south as a University Road pursuant to Act 217 of 2019.*

**RESOLUTION FOR THE DEDICATION OF
MAIN STREET IN GRAMBLING, LOUISIANA
BY THE
THE BOARD OF SUPERVISORS OF
THE UNIVERSITY OF LOUISIANA SYSTEM**

WHEREAS, the Board of Supervisors of the University of Louisiana System (“Board”) was created pursuant to Article XIII Section 6 of the Louisiana Constitution of 1974 for the purpose of serving as the governing authority of the universities within the system including Grambling State University;

WHEREAS, Act 217 of the 2019 Legislative Session was signed by Governor John Bel Edwards on June 11, 2019 and authorizes the Board to adopt a resolution to exercise exclusive jurisdiction, control, maintenance, or enforcement, of traffic and parking regulations, and designating that portion of a public road within a university campus as a university road.

WHEREAS, the Board has determined based upon the recommendation of the President that is in the best interest of Grambling State University to have certain portions of Main Street designated as a University road so that the university can exercise full jurisdiction over law enforcement and maintenance;

BE IT RESOLVED that pursuant to the authority granted the Board under Act 217 of 2019 that the portion of Main Street in Grambling, Louisiana between College Avenue on the north and Central Avenue on the south be designated a University Road;

WHEREAS, BE IT FURTHER RESOLVED that pursuant to the authority granted by the Louisiana Legislature, Grambling State University will exercise exclusive jurisdiction, control, maintenance, law enforcement of traffic and parking regulations on any portion of Main Street located between Central Avenue and College Avenue.

Done this ____ day of June, 2019.

Signed by: _____
MARK ROMERO
CHAIRMAN

Signed by: _____
DR. JAMES HENDERSON
PRESIDENT

2019 Regular Session

HOUSE BILL NO. 357

BY REPRESENTATIVES JEFFERSON, ADAMS, BRASS, STEVE CARTER, FRANKLIN, GISCLAIR, GUINN, HILL, LARVADAIN, LEBAS, MARCELLE, NORTON, PIERRE, POPE, WHITE, WRIGHT, ARMES, BACALA, BAGLEY, BAGNERIS, BERTHELOT, BILLIOT, BOUIE, CHAD BROWN, TERRY BROWN, CARMODY, CARPENTER, GARY CARTER, COX, DUBUISSON, DUPLESSIS, EDMONDS, GAROFALO, GLOVER, JIMMY HARRIS, LANCE HARRIS, HORTON, JACKSON, JAMES, JENKINS, JONES, JORDAN, LACOMBE, TERRY LANDRY, LYONS, MACK, DUSTIN MILLER, GREGORY MILLER, MOORE, JAY MORRIS, JIM MORRIS, PEARSON, PYLANT, SCHEXNAYDER, SMITH, STOKES, TALBOT, TURNER, AND ZERINGUE AND SENATOR PRICE

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AN ACT

To enact R.S. 32:41(F), and to provide relative to road designations; to authorize Grambling State University to redesignate Stadium and Facilities Drive, located on the campus of Grambling State University, as "Doug Williams Drive"; to authorize the Board of Supervisors of the University of Louisiana System to designate certain public roads on the campus of Grambling State University as "university roads"; to provide for an effective date; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Notwithstanding any provision of law to the contrary, the president of Grambling State University is hereby authorized to redesignate Stadium and Facilities Drive, located on the campus of Grambling State University, as "Doug Williams Drive".

Section 2. The parish of Lincoln, the city of Grambling, or Grambling State University may erect and maintain appropriate signage reflecting this designation.

Section 3. R.S. 32:41(F) is hereby enacted to read as follows:

§41. Power of local municipal authorities; exception

* * *

F. Notwithstanding the provisions of Subsection A of this Section or any other law to the contrary, the Board of Supervisors for the University of Louisiana System may adopt a resolution to exercise exclusive jurisdiction, control,

1 maintenance, or enforcement of traffic and parking regulations on any portion of a
 2 public road located within the boundaries of Grambling State University by
 3 designating that portion of the public road as a "university road" and posting
 4 appropriate signs on the road.

5 Section 4. This Act shall become effective upon signature by the governor
 6 or, if not signed by the governor, upon expiration of the time for bills to become law
 7 without signature by the governor, as provided by Article III, Section 18 of the
 8 Constitution of Louisiana. If vetoed by the governor and subsequently approved by
 9 the legislature, this Act shall become effective on the day following such approval.

 SPEAKER OF THE HOUSE OF REPRESENTATIVES

 PRESIDENT OF THE SENATE

 GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

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

June 27, 2019

Item I.2. **Grambling State University's** request for approval to demolish Drew Hall Complex, Dunbar Hall, and A.C. Lewis Library.

EXECUTIVE SUMMARY

Drew Hall Complex consists of nine buildings. These buildings have been shut down because of structural issues, which made the buildings unsafe for occupancy. There have been many cost estimates; all are above 65% percent of new construction cost, but no guarantees to resolve the root cause issues. This complex was open in 2004 and closed in 2012 because of safety concerns.

Dunbar Hall was closed in 2007 and replaced by new construction, "The Performing Arts Center." This building constructed in 1958 has system issues and many health, safety and environmental issues.

A.C. Lewis Library was constructed in 1959 and was closed in 2017 because of many system and health, safety and environmental issues. This building is unsafe for occupancy. A new 21st Century Library has been approved, designed, and construction is scheduled to begin later this year.

Please refer to the attached photos to view the structures.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval to demolish Drew Hall Complex, Dunbar Hall, and A.C. Lewis Library.*

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



June 6, 2019

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL FOR THE DEMOLITION OF ELEVEN
BUILDINGS ON GRAMBLING'S CAMPUS.**

Grambling State University requests approval for the demolition of eleven buildings on Grambling's campus.

Your favorable consideration of this request would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard J. Gallot, Jr.", written over a horizontal line.

Richard J. Gallot, Jr., JD
President

RJG:jc

Attachment



May 22, 2019

Bruce Janet
 Director of Internal and External Audit
 and Facilities
 University of Louisiana System
 1201 North 3rd Street, Suite 7 – 300
 Baton Rouge, La 70821

Mr. Janet,

Grambling State University is requesting the demolition of eleven (11) buildings on our campus. The buildings are:

Building	Slab – State ID
Drew Hall Complex BLDG #1	S13543
Drew Hall Complex BLDG #2	S13544
Drew Hall Complex BLDG #3	S13545
Drew Hall Complex BLDG #4	S13546
Drew Hall Complex BLDG #5	S13547
Drew Hall Complex BLDG #6	S13548
Drew Hall Complex BLDG #7	S13549
Drew Hall Complex BLDG #8	S13550
Drew Hall Complex BLDG #9	S13551
Dunbar Hall	S07893
A C Lewis Library	S07921

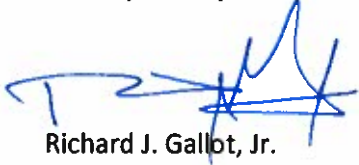
Grambling State University Site Code --- 731003

Drew Hall Complex consists of nine (9) buildings. These buildings are shut down because of structure issues, which made the building unsafe for occupancy. There have been many cost estimates; all are above 65% percent of new construction cost but no guarantees to resolve the root cause issues. This complex was open in 2004 and closed in 2012 because of safety concerns. This building is a safety hazard.

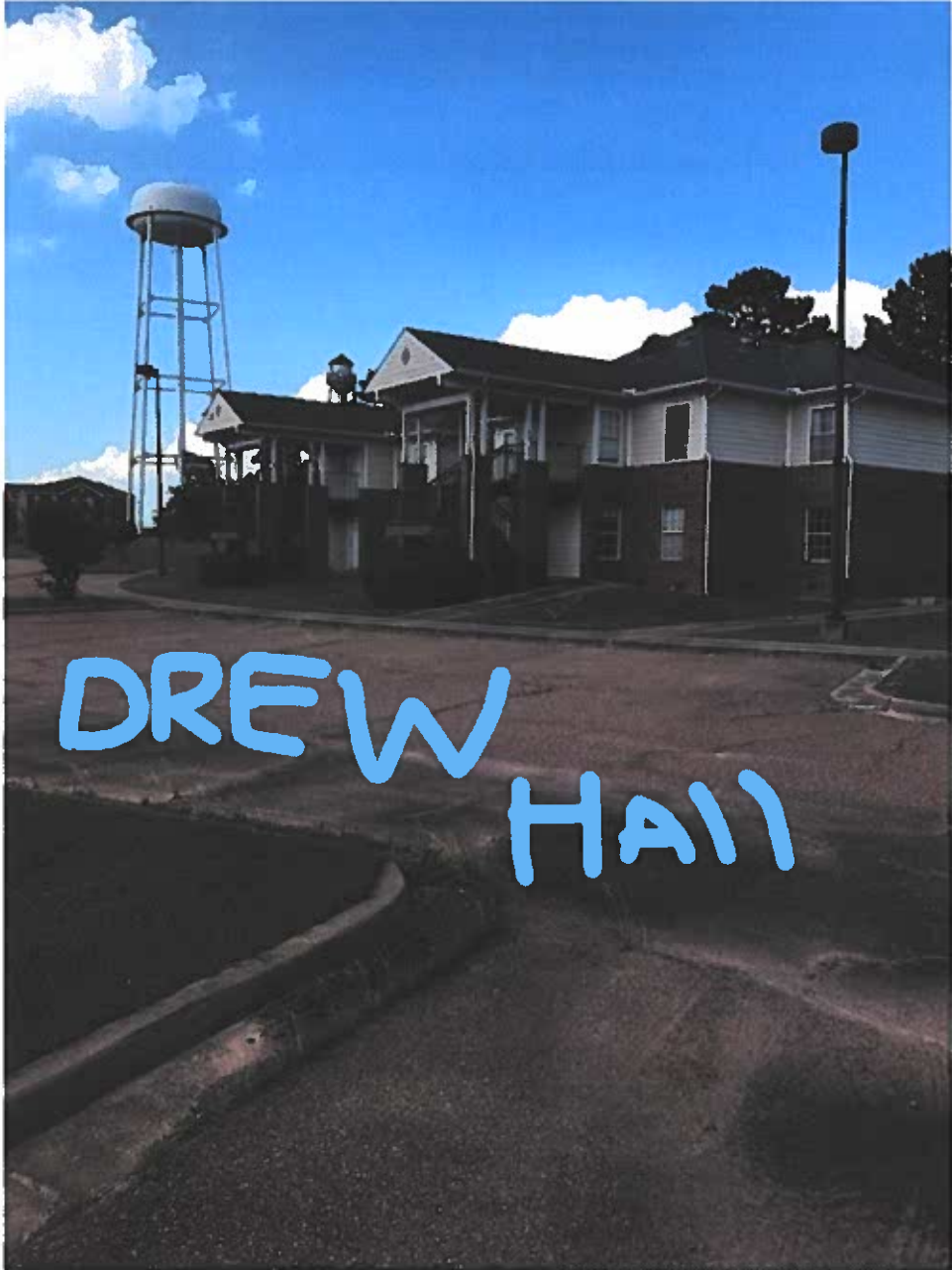
Dunbar Hall was closed in 2007 and replaced by new construction, The Performing Arts Center. This building constructed in 1958 has system issues and many health, safety & environmental issues. This building is a safety hazard.

A C Lewis Library was constructed 1959 and was closed in 2017 because of many system and health, safety & environmental issues. This building is unsafe for occupancy. A new 21st Century Library has been approved and construction is scheduled to begin fourth quarter 2019. This building is a safety hazard.

Thank you for your time and consideration.

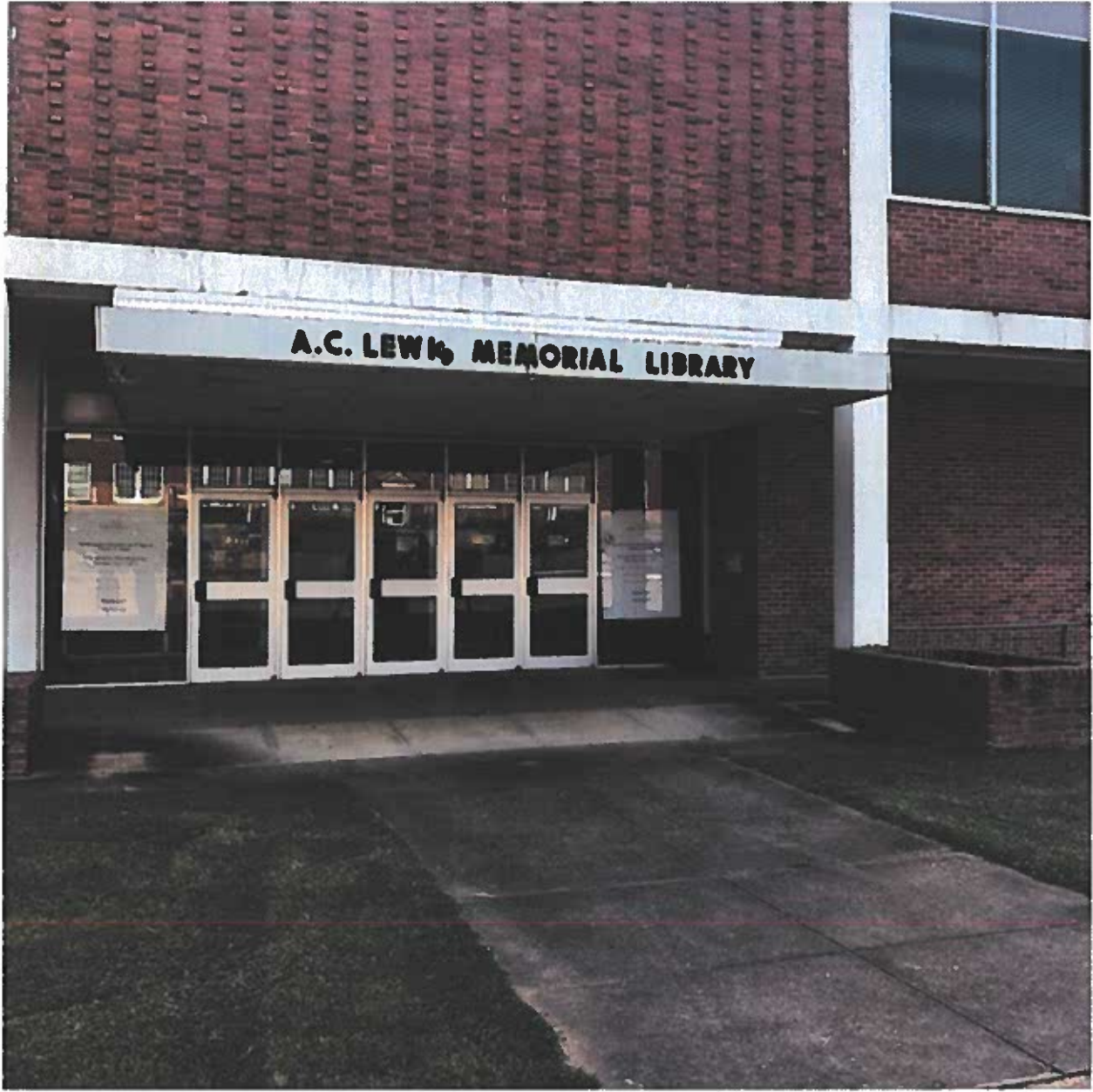
A handwritten signature in blue ink, appearing to read "Richard J. Gallot, Jr.", with a stylized flourish at the end.

Richard J. Gallot, Jr.
President





DUNBAR



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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.3.** Louisiana Tech University's request for approval of the Board of Supervisors for the University of Louisiana System for the execution of supplemental leases between the Board, on behalf of the University, and Innovative Student Facilities Inc., a private 501(c)(3) non-profit corporation, in connection with the lease and lease-back of a portion of the University's campus to finance cost of acquiring immovable property and financing the development, design, construction, renovation, demolition and equipping of additional student housing and parking facilities.

EXECUTIVE SUMMARY

The University is seeking the approval of the Board for the execution of supplemental leases with Innovative Student Facilities, Inc. in connection with the development, design, construction, demolition, and equipping of additional student housing and parking facilities on the campus of the University. The project is expected to replace approximately 600-700 beds (the "Project").

The University, through Innovative Student 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 is not expected to exceed \$50,000,000 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 6.0%.

The land and the existing improvements thereon will be leased to Innovative Student Facilities, Inc. by the Board, on behalf of the University, pursuant to the Ground Lease Agreement, as supplemented, in place regarding the University's 2016 student housing and parking project, which Ground Lease will be supplemented and amended by one or more supplements in order to include the Project. Innovative Student Facilities, Inc. will complete the Project and lease the completed Project back to the Board pursuant to the Facilities Lease Agreement, as supplemented, in place regarding the 2016 student housing and parking project, which Facilities Lease will be further supplemented and amended by additional supplements in order to finance the Project.

Annual debt service for the proposed Bonds will be secured and payable from lease payments paid by the Board, on behalf of the University, to Innovative Student Facilities, Inc. pursuant to the Facilities Lease. The payments will be derived from the lease payments paid by the Board, on behalf of the University, to the Corporation which payments 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.

The University intends to come back to the Board with a presentation of the Project once the more definitive plan is in place before bonds are issued.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of the form of and authorization to execute supplemental Ground Lease Agreements and supplemental Facilities Leases, each between the Board, acting on behalf of the University, and Innovative Facilities, Inc. in connection with the issuance of the Bonds described herein to finance the Project.*

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

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



LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

June 7, 2019

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

Re: Agenda Item for June 27, 2019 meeting
Louisiana Tech University – Student Housing and Parking Project
LCDA Revenue Bonds

Dear Dr. Henderson:

On behalf of Louisiana Tech University I am requesting that an item be placed on the agenda of the Board of Supervisors for the University of Louisiana System for its June 27, 2019 meeting for consideration of a resolution providing for approval of supplemental leases required to provide for the construction of replacement student housing of approximately 600 – 700 beds and new parking on campus (the "Project").

The Project is anticipated to be financed by one or more series of revenue bonds to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority.

You will receive from Mr. Matt Kern, Bond Counsel, a form of resolution to be considered, with forms of the leases attached, as well as an executive summary regarding this matter. Representatives of the University, the financial advisor and bond counsel will be present at the June meeting to answer any questions you may have.

Thank you for your consideration.

Sincerely,

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

Cc: Matt Kern, Esq, Jones Walker – Bond Counsel
Mr. Lawrence Sisung, Sisung Securities – Financial Advisor

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY



Board of Supervisors for the University of Louisiana System

Louisiana Tech University Student Housing & Parking Project

Summary

Louisiana Tech University (the "University") is seeking approval of the Board of Supervisors for the University of Louisiana System (the "Board") for the development, construction, renovation and equipping of approximately 600 - 700 beds of replacement student housing facilities and the development of new parking on the campus.

The total estimated size of the proposed bond issue is approximately \$50 million, funded through the issuance of tax-exempt bonds. The University will accomplish this transaction as expeditiously as possible with structure, documentation and security similar to the other debt obligations of the University approved by the Board and the Board of Regents and through its related not-for-profit, Innovative Student Facilities, Inc.

University Student Housing

In furtherance of its mission and striving to house up to 2,600 undergraduate students and graduate students on campus, Louisiana Tech University is committed to improving the quality of residence life on campus. Beginning in 2003, Louisiana Tech University implemented its 1st planned phase of replacement student housing, completing the planning, design and construction of a 448-bed on-campus student apartment project in thirteen (13) apartment style buildings. The second phase of replacement student housing commenced in 2007, with the planning, design and construction of 508 beds of new on-campus student apartment housing on two separate campus sites and in six different unit configurations. The 2007 project replaced 750 existing residence hall beds which were demolished as part of the development plan. The Series 2007 project also included the development, new construction and renovation at the University's Lambright Intramural Sports Center. The third phase of replacement student housing commenced in 2016, with the planning, design and construction of 602 beds of new on-campus student apartment and suite style accommodations. The 2016 project also added some additional parking on campus.

This past fall (2018), the University exceeded their current housing capacity of 2,508 students. The demand for housing on campus has been strong as Louisiana Tech's enrollment continues to grow. The current University housing stock consists of 1,216 beds of apartment style housing, 328 beds of suite style housing, and 964 beds of traditional dormitory style housing. Currently, Louisiana Tech has six traditional residence halls that are all over 52 years old. ***The University would like to begin construction in spring of 2020 on a new planned phase of replacement student housing, comprising approximately 600 - 700 beds. The new housing project will replace three of those older campus facilities with modern updated student housing.***

The University, through bond financing provided through Innovative Student Facilities, Inc., is developing a housing project that will consist of multiple new buildings on various proposed sites and renovations of existing buildings on the Louisiana Tech campus. Specific construction, demolition, renovation and parking modifications are expected to be phased to meet the necessary needs of the student body throughout the construction period. The project will consist of additional residential suite style housing. The suites are designed as hybrid units to allow the individual feel of apartments while still providing the community environment of traditional residence halls. As currently planned, the new suites will be able to accommodate 700 students. The parking component of the Project involves constructing or renovating 1,840 spaces around the campus.

A key aspect in this design program for this Project is that the new housing is intended primarily for freshmen students. Studies have shown that first-year students greatly benefit from the interaction and community development formed while living on-campus during their first year. These studies have also concluded that this type of living environment and culture has consistently improved student retention and graduation rates at institutions across the country. Each bed will be offered on an individual lease pursuant to which students will enter into an academic year or installment-based leases. Rental rates include all utilities, cable television, internet connectivity, and furnishings.

Financing Summary

To accomplish the financing of the new student housing, Louisiana Tech University is entering into a Ground and Buildings Lease Agreement (the "Ground Lease") by and between the Board of Supervisors for the University of Louisiana System (the "Board"), as lessor and Innovative Student Facilities, Inc. (the "Corporation"), as lessee and an Agreement to Lease with Option to Purchase by and between the Corporation, as the lessor, and the Board, as lessee (the "Facilities Lease") leasing the completed facilities back to the Board and University for use. The Facilities Lease will provide for payment of debt service on the proposed revenue bond issue to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") on behalf of the Board and Corporation.

Security for the Bonds

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

Auxiliary Revenues of the University include the gross amount of all fees levied on all students at the University and such other revenues, funds or income received from students or the public at large in connection with any undertaking, utilization or operation of Auxiliary Facilities, including operation or management thereof by private entities on behalf of the University, prior to the payment of Current Expenses. Currently, Auxiliary Enterprises of the University include student housing, food services, bookstore, student recreation facilities, and the University student center. For FYE June 30, 2018, pledged gross Auxiliary Revenues totaled approximately \$28.8 million. Revenues from the new campus housing facilities are projected by the University to generate almost \$3 million in the first full year of operations in FY 2023-2024. The pledged Auxiliary Revenues, including the new housing revenues, should provide at least 1.25x debt service coverage on all parity Auxiliary Revenue bonds of the University, including the proposed bonds.

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered by _____:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF ONE OR MORE SUPPLEMENTAL GROUND LEASE AGREEMENTS AND ONE OR MORE SUPPLEMENTAL AGREEMENTS TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC., AND THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES THEREON; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

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

WHEREAS, the Board has previously leased a portion of the campus of the University to the Corporation in order to enable the Corporation to acquire, design, develop, construct, renovate and reconstruct certain student housing facilities and parking on the main campus of the University (the “*2016 Facilities*”), pursuant to an Amended and Restated Ground Lease Agreement dated as of August 1, 2016, as supplemented and amended by that certain First Supplement to Amended and Restated Ground and Buildings Lease Agreement dated as of January 1, 2017 (collectively, the “*Existing Ground Lease*”);

WHEREAS, the Corporation, through the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Authority*”), has previously financed and constructed, furnished, and equipped the 2016 Facilities using the proceeds of the Authority’s \$36,695,000 Revenue Bonds (Louisiana Tech University Student Housing Facilities/Innovative Student Facilities, Inc. Project) Series 2016A and its \$4,000,000 Subordinate Revenue Bonds (Louisiana Tech University Student Housing/Innovative Student Facilities, Inc. Project) Series 2016B (collectively, the “*Series 2016 Bonds*”), which were issued pursuant to that certain Amended and Restated Trust Indenture dated as of August 1, 2016 between the Authority and Argent Trust Company, as trustee (the “*2016 Indenture*”);

WHEREAS, the Corporation leased the 2016 Facilities back to the Board by virtue of that certain Amended and Restated Agreement to Lease with Option to Purchase dated as of August 1, 2016, as supplemented to add property by that certain First Supplement to Amended and Restated Agreement to Lease with Option to Purchase dated as of January 1, 2017 (collectively, the “*Existing Facilities Lease*”) by and between the Board and the Corporation under which the Board is obligated to pay lease payments

sufficient to pay debt service on the Series 2016 Bonds and certain other amounts owing under the Series 2016 Indenture;

WHEREAS, the Board desires to authorize and approve the execution of one or more supplements to the Existing Ground Lease (each a "*Supplemental Ground Lease*") and one or more supplements to the Existing Facilities Lease (each a "*Supplemental Facilities Lease*") relative to the lease and lease-back of additional portions of the University's campus to the Corporation for the purpose of the acquisition, development, design, construction, renovation, demolition and equipping of certain student housing, parking and ancillary facilities on the on the main campus of the University as shall be further described on Exhibit A to the Supplemental Facilities Leases (collectively, the "*Facilities*");

WHEREAS, the Corporation has requested that the Authority issue its Revenue Bonds (Louisiana Tech University Student Housing Facilities/Innovative Student Facilities, Inc. Project), taxable or tax-exempt, in one or more series (the "*Bonds*"), for the purpose of (i) financing the acquisition, development, design, construction, renovation, demolition and equipping of the Facilities, including all furnishings, fixtures and equipment relating thereto; (ii) funding a deposit to a debt service reserve fund or paying the premium for a debt service reserve fund surety policy, if necessary; (iii) funding capitalized interest on the Bonds, if necessary, and (iv) paying costs of issuance of the Bonds, including the premium for a bond insurance policy insuring the Bonds, if necessary (collectively, the "*Project*");

WHEREAS, the Corporation intends to finance the Project using the proceeds of one or more series of the Bonds together with other funds available to the University;

WHEREAS, the Board now desires to authorize the execution of one or more Supplemental Ground Leases supplementing the Existing Ground Lease and one or more Supplemental Facilities Leases supplementing the Existing Facilities Lease.

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

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

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University shall be authorized to execute one or more Supplemental Ground Leases and one or more Supplemental Facilities Leases, and any certificates, documents, agreements or other items necessary to complete the lease of the land to the Corporation, the Project, and the issuance of the Bonds.

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SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the ____ day of June, 2019.

(Other items not pertinent hereto are omitted)

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

Certified to be a true copy:

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned _____ to the Board of the Board of Supervisors for the University of Louisiana System (the "*Board*"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on June 27, 2019 captioned as follows:

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF ONE OR MORE SUPPLEMENTAL GROUND LEASE AGREEMENTS AND ONE OR MORE SUPPLEMENTAL AGREEMENTS TO LEASE WITH OPTION TO PURCHASE IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC., AND THE RENOVATION, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STUDENT HOUSING AND RELATED FACILITIES THEREON; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this the _____ day of _____, 2019.

Name:
Title:

[SEAL]

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

Item I.4. Louisiana Tech University's request for approval to demolish Baseball, Soccer and Softball Facilities.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Baseball, Soccer and Softball facilities. These athletic facilities were extremely damaged in the April 25, 2019 tornado that came through the Ruston community.

Louisiana Tech University is working with the Office of Risk Management, Facility Planning and Control, the Governor's Office of Homeland Security and Emergency Preparedness, and FEMA to evaluate these facilities to ensure that the institution maintains appropriate facilities for these sports in the future. Should the assessment be to replace the facilities, the University must have approval from the Board, the Office of Facility Planning and Control, and area legislators. Approval of this request will allow the process to progress and expedite recovery.

Please refer to the attached photos to view the structures.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to demolish the Baseball, Softball and Soccer facilities as deemed necessary.*

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



LOUISIANA TECH
UNIVERSITY.

OFFICE OF ASSOCIATE VICE PRESIDENT
FOR ADMINISTRATION AND FACILITIES

March 15, 2019

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

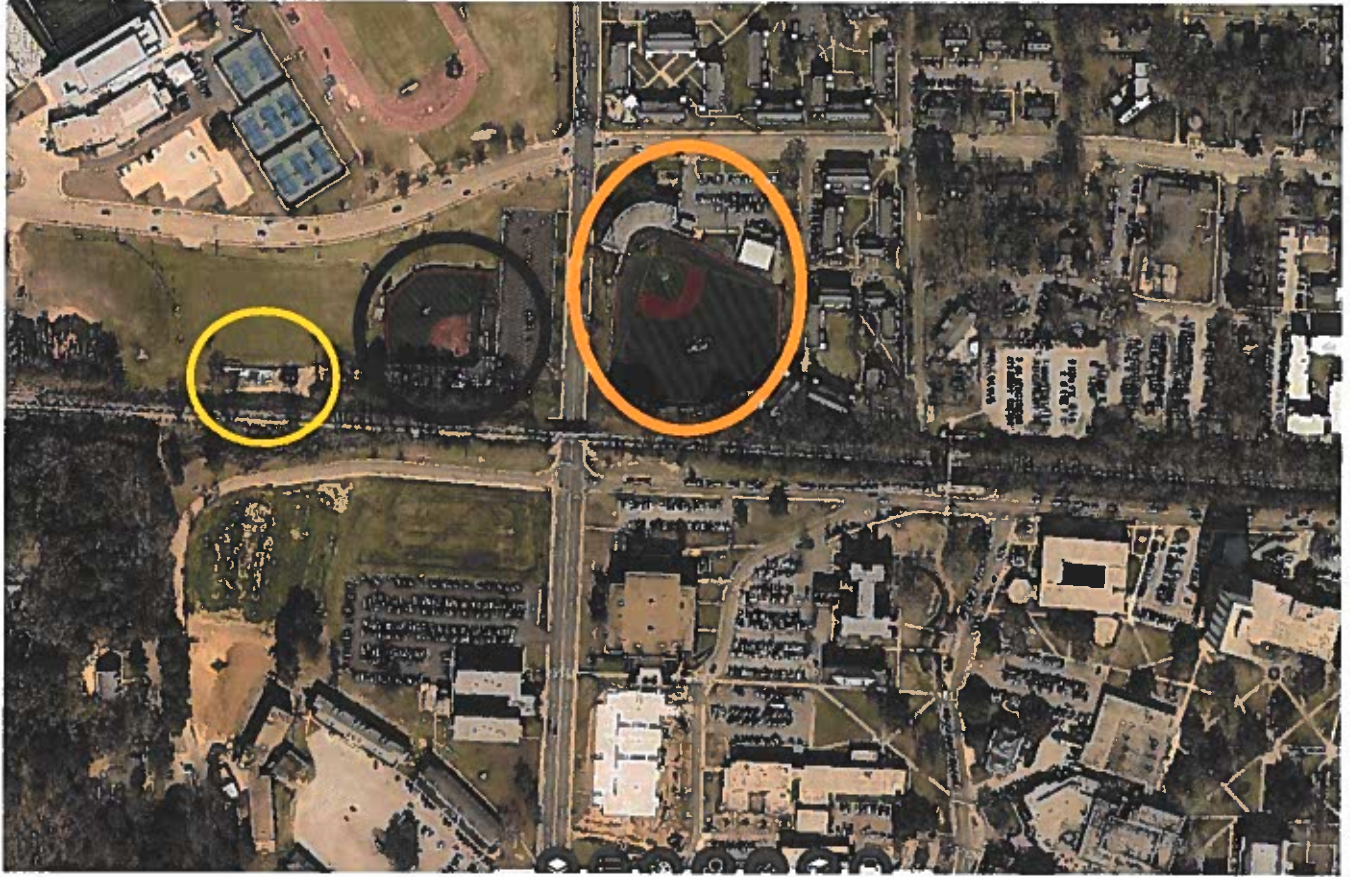
On April 25, 2019 a tornado came through the Ruston Louisiana area and did significant damage to many Louisiana Tech University facilities. Baseball, Soccer and Softball facilities were heavily damaged. Louisiana Tech University is working with the Office of Risk Management and Facility Planning and Control on repair or replacement of these facilities. Should the ultimate decision be to replace these facilities, we would like to be in a position to seek additional approval.

We respectfully request permission to proceed with obtaining final approval to demolish these facilities. The process will require a review and concurrence from Facility Planning and Control and area legislators.

Sincerely,

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

Leslie K. Guice
President



State Building #	Building Name	Gross Area
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S07878	J. LOVE BASEBALL STADIUM	11425
S12373	BASEBALL UTILITY BUILDING	1530
S28433	SOFTBALL STADIUM PRESS BOX	200
S07883	GIRLS' SOFTBALL FIELD RESTROOM	480
S07886	GIRLS' SOFTBALL FIELD DUGOUT	360
S07887	GIRLS' SOFTBALL FIELD DUGOUT	360
S26001	WOMEN'S SOCCER COMPLEX	152

Baseball Complex after tornado



Softball Facility after Tornado





Soccer Facility Prior to Tornado



Soccer Facility after Tornado

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

June 27, 2019

- Item I.5.** **Nicholls State University's** request for approval to enter into a Ground Lease with the Nicholls State University Foundation and approval to demolish the Grounds Building on the campus of Nicholls State University.

EXECUTIVE SUMMARY

The University is requesting approval to demolish the Grounds Building (Site Code 3-29-0003, State ID Number S14385). The current grounds building built in 1967 is in disrepair and no longer in use. The University desires to demolish the existing structure and construct a new structure. The new structure will be used by the University as a facility for meetings and special events, as well as a facility that may be rented for use by the general public. In order to accomplish the demolition of the existing building, a Ground Lease with the Nicholls State University Foundation will be executed and a donor's construction company will complete the demolition and the construction of the new building.

Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on June 30, 2021, or upon completion of the construction of the new facilities.

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

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to enter into a Ground Lease with the Nicholls State University Foundation and approval to demolish the Grounds Building on the campus of Nicholls State University.*

***BE IT FURTHER RESOLVED,** that Nicholls State 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 Nicholls State University and his or her designee is hereby designated and authorized to execute all documents necessary to execute the Lease Agreement and Donation; and all documents necessary to execute the act of donation.

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



Office of the President

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

15

May 28, 2019

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 June 27, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with the Nicholls Foundation to demolish and rebuild the Grounds Building

Thank you for your assistance in this matter.

Sincerely,


John Clene
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President
Dr. Sue Westbrook, Provost and Vice President for Academic and Student Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Michele Caruso, Associate 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

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Nicholls State University, represented herein by Dr. John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation, domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074, Thibodaux, Louisiana 70310, represented herein by its duly authorized representative Christopher Riviere, President of the Nicholls State University Foundation.

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

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

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

All the property described on Exhibit A, the "Leased Property".

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Leased Property, and for which Lessor is granting this Lease, is for Tenant to demolish the existing Greenhouse

Grounds Building, which is located on the campus of Nicholls State University, identified in Exhibit A, hereinafter the "Project". The Tenant will then construct a new multipurpose facility on the site. The new facility warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 30th day of June 2021 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

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

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

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

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

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

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

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

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all

warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11 ASSIGNMENT OR SUBLEASE

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

ARTICLE 12 DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13 NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or ermittedp to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University
c/o Terry P. Braud, Jr.
Vice President for Finance and Administration
P. O. Box 2070
Thibodaux, LA 70310

Tenant: Nicholls State University Foundation
c/o Christopher Riviere
President
P. O. Box 2074
Thibodaux, LA 70310

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

**ARTICLE 14
SURRENDER OF POSSESSION**

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

**ARTICLE 15
SPECIFIC PERFORMANCE**

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

**ARTICLE 16
BINDING EFFECT**

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

**ARTICLE 17
GENDER**

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be _____, 2019.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this _____ day of _____, 2019.

WITNESSES:

NICHOLLS STATE UNIVERSITY
FOUNDATION

Christopher Riviere, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

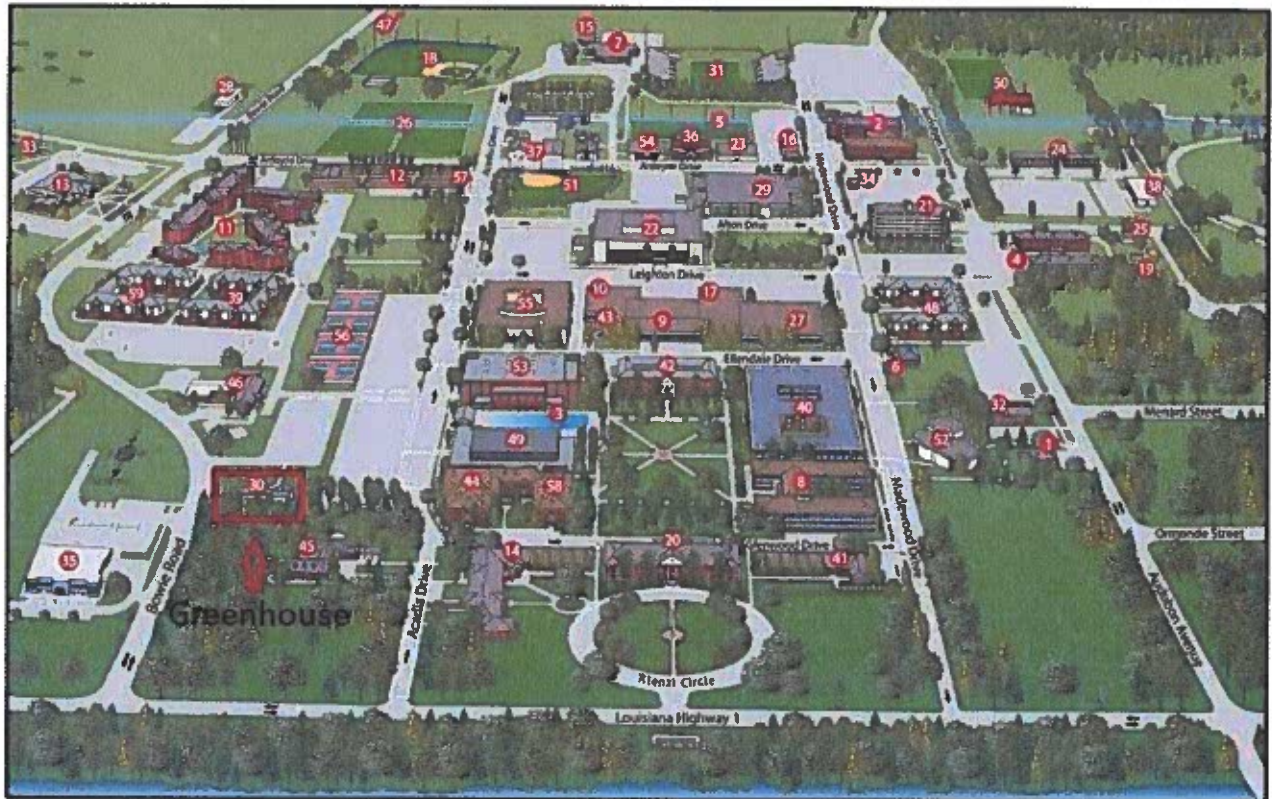
LEASE EXHIBIT A

Page 1 of 2

Campus Location of Leased Space

Greenhouse Grounds Building is Located on This Site

Existing structure to be demolished and new Multipurpose Facility to be constructed at site of Greenhouse Grounds Building with existing donor funds.



LEASE EXHIBIT A
Page 2 of 2

Site Photo of Structure to be Demolished – 1
New Multipurpose Facility to be constructed at this site with donor funds in place.



Board Agenda Item Number: t.b.d.

Building Name: Grounds Building

Site Code: 3-29-003

Concrete Block Structure
Two Story, Concrete Block Structure
Wood frame Roof with Shingle Cover
Possible Asbestos

State ID Number: 14385

Representative: Jerome "Dee" Richard

Construction Date: 1967

Year Built/Acquired: 1967

Photos: Below

Square Footage: 1,350

Senator: Norby Chabert

1. This administrative building served as office space for the Grounds Department and as living quarters upstairs for student employees tending to the plants and grounds.
2. The newly constructed building will include a fully working kitchen, dining area, meeting rooms and additional program space.
3. The overall condition is very poor. It is in need of extensive repairs. Demolition is recommended.



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

June 27, 2019

Item I.6. **Nicholls State University's** request for approval to demolish the Ponderosa Dormitory on the campus of Nicholls State University.

EXECUTIVE SUMMARY

The University is requesting approval to demolish the Ponderosa Dormitory building (Site Code 3-29-0003, State ID Number S04269). Built in 1967, the current building in disrepair and was used as a storage facility for the Facilities Department. That use is no longer required and the University desires to demolish the existing structure and use the area as a laydown yard for Facilities.

Please refer to the attached photos to view the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to demolish the Ponderosa Dormitory on the campus of Nicholls State University.*

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



Office of the President

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

16

May 28, 2019

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 June 27, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Demolition of Ponderosa Dormitory

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 and Student Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Michele Caruso, Associate 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

Board Agenda Item Number: t.b.d.

Building Name: Ponderosa Dormitory

Site Code: 3-29-003

Utility Building Design
Exterior of Building is Siding
Asphalt Roof with Shingles
Contains Asbestos

Senator: Norby Chabert

Representative: Jerome "Dee" Richard

Construction Date: 1967

Year Built/Acquired: 1967

Photos: Below

Square Footage: 2,147

State ID Number: 04269

1. This building served as a dormitory for athletes.
2. It is currently used as storage for the Maintenance Department.
3. The overall condition is very poor. It is in need of extensive repairs. Demolition is recommended.



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

June 27, 2019

Item I.7. **Nicholls State University's** request for approval to demolish the Glass Greenhouse on the campus of Nicholls State University.

EXECUTIVE SUMMARY

The University is requesting approval to demolish the glass greenhouse, identified as Greenhouse 60 on building records (Site Code 3-29-0003, State ID Number S04267). The current glass greenhouse built in 1977 is in disrepair and no longer in use. The University desires to demolish the existing structure and construct a new glass greenhouse when donor funds are obtained. The new glass greenhouse will be used in conjunction with the Chef John Folsie Culinary Institute programs and the Bridge to Independence program. In order to accomplish the demolition of the existing building, a ground lease with the Nicholls State University Foundation will be executed and a donor's construction company will complete the demolition.

Please refer to the attached photos to view the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to demolish the Glass Greenhouse facility on the campus of Nicholls State University.*

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



Office of the President

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

17

May 28, 2019

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 June 27, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Demolition of Glass Green House

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 and Student Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Michele Caruso, Associate 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

Board Agenda Item Number: t.b.d.

Representative: Jerome "Dee" Richard

Building Name: Greenhouse 60

Construction Date: 1977

Site Code: 3-29-003

Year Built/Acquired: 1977

Glass Greenhouse
One Story, On Slab
Glad curtain w/Concrete Block Knee Walls
Unfinished Interior
Possible Asbestos

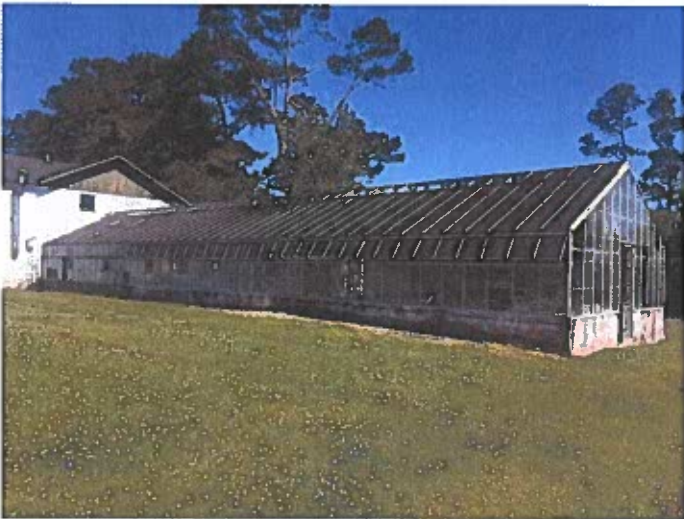
Photos: Below

Square Footage: 1,650

Senator: Norby Chabert

State ID Number: 04267

1. The greenhouse was utilized by the Grounds Department for growing exotic and local plants to use around campus.
2. The Chef John Folsie Culinary Institute will assist in developing opportunities in the space such as hydroponic gardens in a new greenhouse structure in order to grow vegetables and herbs to be utilized in the program.
3. The overall condition is very poor. It is in need of extensive repairs. Demolition is recommended.



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

FACILITIES PLANNING COMMITTEE

June 27, 2019

Item I.8. **Northwestern State University's request for approval to enter into and execute a Ground Lease Agreement with the City of Natchitoches.**

EXECUTIVE SUMMARY

Northwestern is seeking the approval for the execution of a Ground Lease Agreement between the City of Natchitoches and the University. The land is located in Section 137, Township 9 North, Range 7 West. The purpose of the ground lease is to allow the City of Natchitoches to drill test a well to determine the amount of water that can be produced from said well. If the test water well is determined to be suitable for the City of Natchitoches, the city has the option to go from the six-month lease to executing a 99-year lease.

If the well tests positive, the City of Natchitoches will use the well water to supplement the current volume. Without the additional volume, the City of Natchitoches will not be able to meet its current demand. If the test well is not suitable, the City of Natchitoches agrees to plug the well and restore the property to the condition it was at the beginning of the lease.

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 Northwestern State University's request for approval to enter into and execute a Ground Lease Agreement with the City of Natchitoches.

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

BE IT FURTHER RESOLVED, that the President of Northwestern State University and his or her designee are hereby authorized and directed to execute all documents described herein and any and all documents necessary in connection with the lease agreement described herein.

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



May 31, 2019

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

Re: Lease Agreement with City of Natchitoches

Dear Dr. Henderson:

Northwestern State University is submitting the attached *Lease Agreement between NSU and the City of Natchitoches* to be placed on the agenda for the June 2019 Board meeting.

Thank you for your consideration of this request.

Sincerely,

**Dr. Chris Maggio
President**

Attachment

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

**LEASE AND AGREEMENT BETWEEN
NORTHWESTERN STATE UNIVERSITY
AND THE CITY OF NATCHITOCHEs, LOUISIANA**

KNOW ALL MEN by these presents that before the undersigned Notaries Public and subscribing witnesses, at the places and on the dates hereinafter indicated, personally came and appeared:

NORTHWESTERN STATE UNIVERSITY

(Hereinafter referred to as "GRANTOR")

Who declared that GRANTOR is the owner of certain property situated and located in Section 137, Township 9 North, Range 7 West, which site is commonly referred to as "the fire tower property". GRANTOR declares that for and in consideration of \$1.00 and other valuable consideration, which is more fully set forth hereinafter, and the mutual benefit to be derived by the parties hereto, the said GRANTOR does hereby grant unto:

THE CITY OF NATCHITOCHEs, a municipal corporation whose mailing address is Post Office Box 37, Natchitoches, Louisiana 71458, and to its successors and assigns, represented herein by Lee Posey, Mayor;

(Hereinafter referred to as "GRANTEE")

A right of way and lease of the property more fully described and shown on the attached sketch within the yellow boundaries. (Hereinafter referred to as "LEASED PREMISES")

The other valuable consideration includes the mutual benefit to the GRANTOR and GRANTEE which will result from an increase in water available to the City of Natchitoches Water System. The City of Natchitoches is in need of additional sources of water for its water system in order to insure the continued quantity and quality of water to its customers. As a City of Natchitoches water customer, the GRANTOR desires to assist the GRANTEE to develop additional sources of water for the water system.

1.

This lease is for a term of six (6) months, commencing on June 1, 2019.

2.

The purpose of this lease is to allow the GRANTEE to drill a test water well to determine the amount and quality of water that can be produced from said water well. The

GRANTOR provides no warranty as to the condition of the **LEASED PREMISES**, nor any warranty as to the suitability for the use of the **LEASED PREMISES** for the **GRANTEE**.

3.

The **GRANTEE** further agrees as follows:

- A. The **GRANTEE** agrees to maintain the property and any right-of-way to the **LEASED PREMISES** at all times with proper security and free of all trash and debris to provide an appearance in conformity with the property surrounding the **LEASED PREMISES** as exists at the time of the execution of this lease or may exist at any time during the term of the lease regarding any changes in the use of the property surrounding the **LEASED PREMISES**.
- B. The **GRANTEE** is solely responsible for all improvements and maintenance of the **LEASED PREMISES**, including any drainage of the site or the area.
- C. The **GRANTEE** will pay the costs of any survey that may be required of the **LEASED PREMISES**, and preparation of the property description to provide for the location of the **LEASED PREMISES**.
- D. Any increase in any tax assessment that is attributable to the location of a water well on the property described above shall be paid by the **GRANTEE**.
- E. The **GRANTEE** agrees to indemnify the **GRANTOR** and to keep, save and hold the **GRANTOR** harmless against and from any liability, loss, costs, damages, or expenses, including attorney's fees, arising out of any accident or other occurrence resulting in injury or loss of life to any person or damage to property, or resulting from the use of the **LEASED PREMISES** or any part thereof by the **GRANTEE**, its agents, employees, its invitees, or independent contractors on the **LEASED PREMISES**.
- F. If in the course of carrying out any activities on the **LEASED PREMISES** and property outside the **LEASED PREMISES** any property is damaged in any way, the **GRANTEE** agrees, at its sole cost and expense, to reasonably restore such property to the condition existing at the time of the execution of this agreement.

4.

The **GRANTEE** shall obtain, at its own expense, liability insurance affecting the **LEASED PREMISES**, with a company satisfactory to the **GRANTOR**, limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in primary liability and excess liability insurance coverage in an umbrella policy and the policies of insurance shall name the **GRANTOR** as an additional insured. A Certificate of Insurance showing the liability and workers' compensation shall be provided to the **GRANTEE** upon execution of this lease and updated at the change or expiration of insurers as changes occur.

5.

Upon completion of the test water well and determination of the quantity and quality of water that may be produced from said water well, the **GRANTEE** will advise the **GRANTOR** as to whether or not the well is suitable for its use and whether the **GRANTOR** desires to extend

the lease for water production through a production well. In the event that the proposed production water well is suitable for the use of the GRANTEE, then, in that event, the GRANTOR grants the GRANTEE an option to extend the lease for a ninety-nine (99) year period, with a consideration to be agreed upon by the parties. In the event that the GRANTEE exercises its option, it shall cause a survey to be prepared depicting the area that shall be subject to the lease.

6.

In the event that the results of the test well are negative, then, in that event, the GRANTEE agrees to plug the well and restore the property to the condition it was in at the beginning of this lease.

THUS DONE AND SIGNED on this the _____ day of _____, 2019,
at Natchitoches, Louisiana.

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

Geneva B. Settle

By: _____

Rachel Cason

THE CITY OF NATCHITOCHEs

By: _____
Lee Posey, Mayor

DANIEL T. MURCHISON, JR.
Bar Roll Number: 20307
NOTARY PUBLIC

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.9.** **Northwestern State University's** request for approval to enter into a Ground Lease Agreement with the Demons Unlimited Foundation Inc. for the site of the Jack Fisher Tennis Complex for the primary purpose of making facility improvements.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease Agreement with Demons Unlimited Foundation Inc. for the site of the Jack Fisher Tennis Complex for the primary purpose of making facility improvements. These improvements will include a new front entrance with two brick and cast stone columns with black aluminum gates and fencing as described in the lease agreement.

The lease will terminate on October 15, 2019, or at such time as donation of improvements is executed, whichever occurs first.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to enter into a Ground Lease Agreement with the Demons Unlimited Foundation Inc. for the site of the Jack Fisher Tennis Complex for the primary purpose of making facility improvements.

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

Executive Summary

June 27, 2019

Page 2

BE IT FURTHER RESOLVED, that the President of Northwestern State University and his or her designee are hereby authorized and directed to execute the Ground Lease Agreement and Act of Donation described herein.

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



May 23, 2019

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

Re: Jack Fisher Tennis Complex Ground Lease Agreement

Dear Dr. Henderson:

Northwestern State University is requesting the *Jack Fisher Tennis Complex Ground Lease Agreement with the Demons Unlimited Fund* be placed on the agenda for the June 2019 meeting of the Board of Supervisors.

Thank you for your consideration.

Sincerely,

Dr. Chris Maggio
President

Attachment

LEASE AGREEMENT

NOW COME: THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the "Board") with and on behalf of Northwestern State University ("NSU", together with the Board, "ULS") and Demon Unlimited Foundation., INC. ("Demon Unlimited Foundation") who do enter into this agreement of lease of property ("Lease Agreement") which is made pursuant to the authority granted by and through La. R.S. 17:3361 - 3366.

1. PREMISES AND CONSTRUCTION OF IMPROVEMENTS

1.1 Premises. ULS hereby leases to Demon Unlimited Foundation, Inc. the property described on the attached Exhibit "A" ("Premises") upon the terms and conditions set forth herein.

1.2 Use of Additional Areas. The use and occupation by the Demon Unlimited Foundation, Inc. Premises shall include the use in common with others entitled thereto of the common areas, parking areas, service roads, facilities and sidewalks adjoining the Premises, and other facilities as may be designated from time to time by the ULS, subject however, to the terms and conditions of this Lease Agreement.

- 1.1 Construction of Improvements. Demon Unlimited Foundation, Inc. will make improvement to the front entrance of the Jack Fisher Tennis Complex by replacing the front entrance chain link fence/gate with two brick and cast stone columns with black aluminum gates and fencing as described on the attached Exhibit "B". This upgrade will be on the Premises which at all times shall be a component part of the Premises in accordance with Louisiana Civil Code Article 464 (Rev. 1978). The construction of the new facilities will adhere to all codes, rules and regulations governing erection, construction and maintenance of such improvements and such construction plans, designs and modifications will be approved by the Board in conformity with La. R.S. 17:3366.

Demon Unlimited Foundation estimates the cost of this project to construct two brick and cast stone columns with black aluminum gates and fencing per Exhibit "B" at \$17,585 (+-).

1.2 Financial Obligations Demon Unlimited appears herein to affirm that all financial obligations for the erection, construction, shall be solely the responsibility and at the expense of the Demon Unlimited Foundation, Inc.

2. USE OF PREMISES

2.1 Permitted Use. The improvements once completed and donated back to The University of Louisiana System and Northwestern State University will be used by the athletic tennis program for all practices and matches, NSU department of HHP, LSMSA department of HHP, NSU Faculty/Staff, NSU Alumni, and the Natchitoches community at the Jack Fisher Tennis Complex.

2.2. Maintenance. Upon completion of the project Northwestern State University is responsible for the maintenance of the all improvements. All must be kept in good order and repair.

3. INSURANCE

3.1 Insurance. Demon Unlimited Foundation, Inc. shall, during the entire lease term hereof, keep in full force and effect a policy of public liability with respect to the improvements.

THUS DONE AND SIGNED at NATCHITOCHEs, LOUISIANA on this 7th day of May , 2019, in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES

[Signature]
[Signature]

Executive Board Demon Unlimited Foundation

By: Kenny Knotts, President
Demon Unlimited Foundation, Inc.

[Signature]

NOTARY PUBLIC

[Signature]
Print Name Markalyn Williams
Notary ID Number: 015872



Exhibit B

Modern Rustic Construction, LLC

Estimate

Greg Duggan
 188 Cedar Bend Road
 Bermuda, LA 71456

Date	Estimate #
	387

Name / Address
NSU Athletics Department

Project

Description	Cost	Total
Build 2 brick and cast stone columns with black aluminum gates and fencing like the ones at the NSU baseball field entrance. Columns and gates are to be installed at the NSU tennis courts.	0.00	0.00
Remove existing chainlink fencing from corner to corner (approx 16') of the entrance of the tennis courts. The existing large steel columns will be left in place to attach the gates to. Install 2 steel (4" x 4" x 1/4") x approx 11' tall columns that are bolted to the existing concrete footings. We will use HILTI epoxy and 3/4" x 12" all thread for the attachment between columns and the footing with 4 bolts per column. At the base of each steel column there will be a 12 x 12 x 3/4" thick steel plate and at the top of each column will be a 6" x 6" x 1/4" steel plate to bolt the future sign to. Clean bricks out of the trash pile out past the maintenance shop. The Brick columns will set on a piece of rigid plastic sheet that will allow the concrete slabs on either side of the footing to move slightly. Build 2 masonry 28" x 28" x 10' columns around the steel columns with the cast stone like the columns at the baseball field. Clean up all debris as it is made. There will be several days where the entrance to the courts will need to be shut down. We will try to make this nonconsecutive days, or schedule the work over a break in the classes if possible.	0.00	0.00
Mobilization and demobilization and cleanup	450.00	450.00
Supply run to Shreveport for fencing and other places for supplies	500.00	500.00
Steel columns and labor to install and supplies to install	2,640.00	2,640.00
Clean and deliver bricks to site	600.00	600.00
Masonry labor to build columns	3,240.00	3,240.00
Mortar and sand	433.00	433.00
Cast stone parts for a 10 tall column	7,000.00	7,000.00
Aluminum fencing and gates and bolts to install	1,622.00	1,622.00
Install labor for fencing and gates	1,100.00	1,100.00
Total		\$17,585.00

Exhibit A

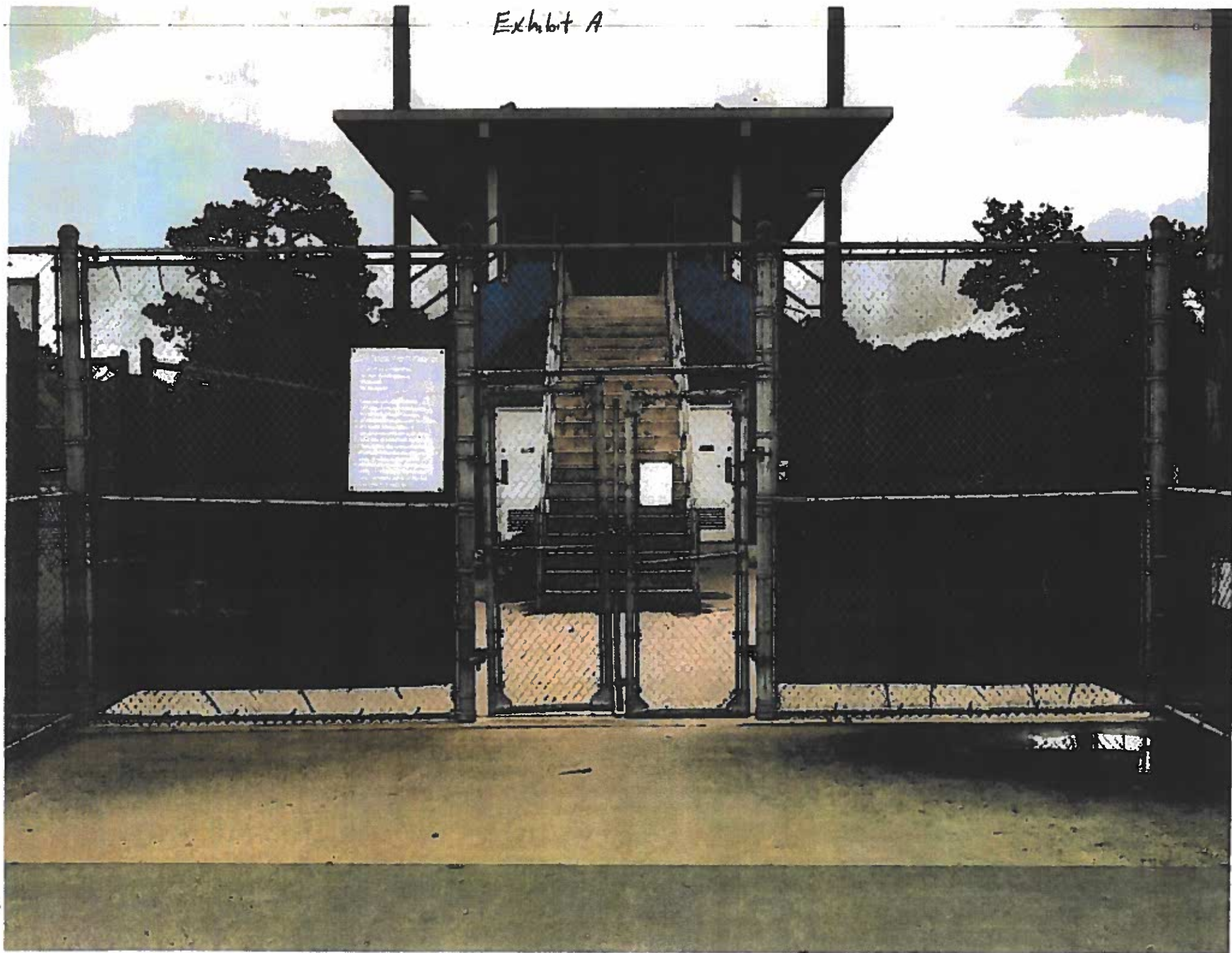
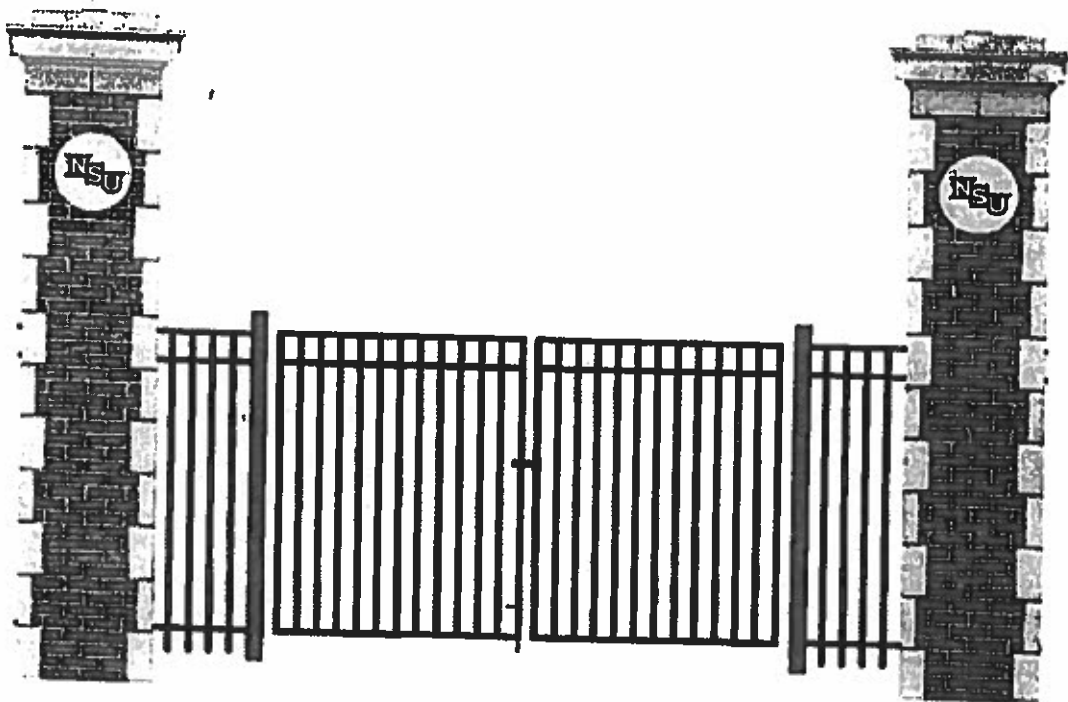


Exhibit B



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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.10.** Northwestern State University's request for approval to name Turpin Stadium Pressbox Fifth Level the "Doug Ireland Media Level of Turpin Stadium."

EXECUTIVE SUMMARY

Northwestern State University seeks approval to name Turpin Stadium Pressbox Fifth Level the "Doug Ireland Media Level of Turpin Stadium" in honor of retiring Sports Information Director, Mr. Doug Ireland.

Mr. Ireland has coordinated the University's extensive athletic media relations activities for 30 years, winning numerous national and state awards for news releases and publications. An NSU graduate and former editor of the University newspaper, Mr. Ireland also serves as Director of the Louisiana Sports Hall of Fame and was a driving force in the establishment of that \$23 million facility in Natchitoches. Highly respected throughout Louisiana and the nation in the sports media field, Mr. Ireland has received numerous honors for his achievements, including the Cenla Sportsman of the Year Award and the Louis Bonnette Sports Media Award from the Southland Conference.

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 Northwestern State University's request for approval to name Turpin Stadium Pressbox Fifth Level the "Doug Ireland Media Level of Turpin Stadium."*



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June 3, 2019

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

Re: Naming Turpin Stadium Pressbox Fifth Level: The Doug Ireland Media Level of Turpin Stadium

Dear Dr. Henderson:

Northwestern State University is submitting the attached request for *Naming Turpin Stadium Pressbox Fifth Level: The Doug Ireland Media Level of Turpin Stadium* to be placed on the agenda for the June 2019 Board meeting.

Thank you for your consideration of this request.

Sincerely,

**Dr. Chris Maggio
President**

Attachment



NORTHWESTERN STATE

Office of the President

310 Sam Sibley Drive
Caspari Hall - Suite 223
Natchitoches, LA 71497
(O) 318-357-6441
(F) 318-357-4223

June 3, 2019

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

RE: Naming of Turpin Stadium Pressbox Fifth Level: *The Doug Ireland Media Level of Turpin Stadium*

Dear Dr. Henderson:

Northwestern State University respectfully requests approval from the University of Louisiana System to name the media section of the pressbox at Turpin Stadium on the NSU campus in honor of retiring sports information director Doug Ireland.

Doug has coordinated the university's extensive athletic media relations activities for 30 years, winning numerous national and state awards for news releases and publications.

An NSU graduate and former editor of the university newspaper, Doug also serves as Director of the Louisiana Sports Hall of Fame and was a driving force in the establishment of that \$23 million facility in Natchitoches.

Highly respected throughout Louisiana and the nation in the sports media field, Doug has received numerous honors for his achievements, including the Cenla Sportsman of the Year Award and the Louis Bonnette Sports Media Award from the Southland Conference.

In recognition of his decades of distinguished service to the university, Northwestern is requesting approval to name the fifth level of the stadium's pressbox area the Doug Ireland Media Level of Turpin Stadium.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio
President

DEDICATED TO ONE GOAL. **YOURS.**[™]



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

FACILITIES PLANNING COMMITTEE

June 27, 2019

Item I.11. **Northwestern State University's request for approval to demolish William Dodd Hall.**

EXECUTIVE SUMMARY

The University requests approval to demolish William Todd Hall. The building is currently unoccupied and has been closed for over 15 years waiting for a determination on its status. The area had been used for a short period of time to house the Continuing Education Offices; however, the University has determined that the land where it is located is in the center of the campus and has future expansion possibilities. All HVAC units, electrical units, and water piping in the building have been discontinued. NSU has determined that it is cost prohibitive to renovate and re-open William Dodd Hall.

Please refer to the attached photos to view the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval to demolish William Dodd Hall.

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



NORTHWESTERN STATE

Office of the President

310 Sam Sibley Drive
Caspari Hall - Suite 223
Natchitoches, LA 71497
(O) 318-357-6441
(F) 318-357-4223

111

May 30, 2019

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

Re: Demolition of William Dodd Hall, Building #S08158 – Natchitoches Campus

Dear Dr. Henderson:

Northwestern State University is requesting permission to place the *Demolition of William Dodd Hall* on the Natchitoches Campus, on the agenda for approval at the June 2019 Board of Supervisors meeting.

Thank you for your consideration.

Sincerely,

Dr. Chris Maggio
President

DEDICATED TO ONE GOAL. **YOURS.**[™]





**Northwestern State
University of Louisiana**
Natchitoches, LA 71457
Office of Physical Plant

Telephone (318) 357-5581

Fax (318) 357-5127

Planning
Construction
Maintenance

5/30/2019

Dr. Chris Maggio
President
Northwestern State University of LA
Central Avenue
Natchitoches, LA 71497

Dr. Maggio:

The Physical Plant is requesting permission from your office, the State of Louisiana, Louisiana Board of Regents, and the University of Louisiana System to demolish William Dodd Hall.

Dodd Hall, Building #S08158, 210 Sam Sibley Drive, NSU Natchitoches Campus.

Dodd Hall is currently unoccupied and has been closed for over 15 years waiting for a determination on its status. The area was used for a short period of time to house the Continuing Education Offices. The university, due to the condition of the building, has closed the building for over 10 years. The university has determined that the land it is located on is in the center of the university and has future expansion possibilities. All HVAC units, electrical units, and water piping the building has been discontinued. The useful life of Dodd Hall has ended, and it would take a complete overhaul to bring the building up to current standards. NSU would need over 20 million to re-open Dodd Hall.

Data obtained to support this report is reflected by the campus's needs assessment compiled by the VFA group which was commissioned by the Division of Administration to assess all State-owned facilities.

Please review the enclosed info and advise if further information will be necessary. I will be happy to address any other questions or concerns that you may have.

Sincerely,

Gil Gilson
Capital Outlay and Special Project Director
Northwestern State University of LA



**Northwestern State
University of Louisiana**

Natchitoches, LA 71457

Office of Physical Plant

Telephone (318) 357-5581
Fax (318) 357-5127

Planning
Construction
Maintenance



Member of the University of Louisiana System

**Preliminary Program
For Demolition of
Dodd Hall Residence Hall State ID #08158
Northwestern State University of Louisiana**

Description of Scope of Work:

A. Description of Facility for Demolition:

1. 44,065 square feet, three floors
2. Constructed in 1958
3. Standard Building Code, Chapter Six, classified at Type II with residential Occupancy via 1967 NFPA 101, Section 4-115
4. Cast-in-place reinforced concrete slab on grade and cast-in-place reinforced concrete walls, concrete frame, floors and roof deck. Facility has a built up roof membrane with gravel surface.

B. Justification of Demolition:

1. Facility is deteriorating in all areas including windows doors walls and roof system.
2. HVAC Units non-operational.
3. With new 3rd party residence halls completed, older residence halls are obsolete and vacant due to condition of facilities.
4. Vacancy permit for facility was filed and approved by Office of Risk Management on February 10, 2009. Facility has sat vacant and utilities disconnected since approval date.

C. 1. Complete abatement Costs (New Survey by Abatement Company Dec 2018) Figures attached.

D. Demolition:

1. Implode or tear down existing facility – 44,065 square feet.
2. Clean off site and prepare for future expansions.
3. Add green space where applicable.

E. TIMEFRAME:

1. Demolition of Facility – 16 weeks or 120 days

F. COST:

Estimated cost is as follows:

\$ 259,000.00

\$259,000.00

\$ 150,000.00

\$ 40,000.00

\$ 40,000.00

\$489,000.00

**Abatement of Hazardous Materials (Survey Estimated)
(by Newman Marchive Inc NM#183640)**

**Abatement of Hazardous Materials
Total Estimated Construction Cost Demolition**

10% Contingency

10% Planning & Engineering

Estimated Total Cost

ESTIMATED ABATEMENT COSTS
by FACILITY
(listed by response priority)

Facility
Number **Facility Name**

S08158 Dodd Hall

<u>Response</u> <u>Action #</u>	<u>Homo</u> <u>Area ID</u>	<u>Description</u>	<u>Friable</u>	<u>Locations</u> <u>or Units</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit</u> <u>Cost</u>	<u>Estimated</u> <u>Abatement Cost</u>
7	19A	12x12 Peg Cellin Tiles & Glue Dots	No	NA	7,000	SF	3	21,000
8	21A	Chalkboards	No	NA	8	EA	10	80
8	20A	Carpet Adhesive & Base Cove Adhesi	No	NA	16,000	SF	5	80,000
8	18A	Transite	No	NA	7,000	SF	8	56,000
8	17A	Roofing Materials	No	NA	18,000	SF	5	90,000
8	16A	Fire Doors	No	NA	10	EA	50	500
8	15A	Vibration Isolator	No	NA	6	EA	350	2,100
8	14A	Window Caulk	No	NA	10	SF	3	30
8	13A	Ceramic Tile & Adhesive	No	NA	2,000	SF	3	6,000
8	2	9x9 Grey Floor Tile & Adhesive	No	NA	500	SF	3	1,500
8	7	9x9 Red Floor Tile & Adhesive	No	NA	500	SF	3	1,500
8	5	Fittings & Elbows	No	NA	20	EA	10	200
Dodd Hall Estimated Abatement Cost								\$258,910

Response Action Number is based on a scale of 1 - 8. The LOWER the Response Number, the HIGHER the priority.
 Reference the existing Management Plan for additional information and recommendations.
 Response Action Number is determined from the DECISION TREES included with the Reinspection/Surveillance.

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

June 27, 2019

Item I.12. Southeastern Louisiana University's request for approval to demolish Range Hall.

EXECUTIVE SUMMARY

The University requests approval to demolish Range Hall. The building was constructed in 1971, is in poor condition, and in need of extensive repairs. The University has determined that it is cost prohibitive to renovate and re-open Range Hall.

Please refer to the attached photos to view the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to demolish Range Hall.*

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



June 6, 2019

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

Re: Range Hall

Dear Dr. Henderson:

Southeastern Louisiana University requests permission from the Board of Supervisors for the demolition of Range Hall. This building was constructed in 1971 and is located at 307 Roomie Road.

Range Hall's overall condition is poor and in need of extensive repairs. The building has no architectural or historical significance. The cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction.

Please place this item on the agenda for the June 27, 2019 meeting of the University Of Louisiana System Board of Supervisors. Your consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read 'John L. Crain'.

John L. Crain
President

May 28, 2019

Board Agenda Item Number:

Building Name: Range Hall
Building Address: 307 Roomie Rd.
Site Code: 2-53-004

State ID Number: S03243
Senator: Beth Mizell
Representative: Nicholas Muscarello

Construction Date: 1971
Year Built/Acquired: 1971
Structure Type: Brick & Metal Building and Metal Roof

Photos: Below
Square Footage: 7446
Estimated Demolition Cost: \$ 45,000

1. This building was constructed in 1971.
2. The overall condition of the building is poor. It is in need of extensive repairs.
3. The cost to repair and reconfigure the building for a useful purpose exceeds the cost of new construction.
4. The building has no architectural or historical significance.
5. I recommend complete demolition.



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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.13. University of Louisiana at Lafayette's request for approval to name the Dean of Students Office Suite in the Student Union the "Raymond S. Blanco Dean of Students Suite."**

EXECUTIVE SUMMARY

The University of Louisiana at Lafayette seeks approval to name the Dean of Students Office Suite in the Student Union the "*Raymond S. Blanco Dean of Students Suite.*" Mr. Blanco served the University for 46 years during the administrations of four of the six Presidents in the University's history. His legacy is his creation of a culture that is very student oriented.

Mr. Blanco first joined the University in December 1963 as Assistant Head Football Coach and Defensive Coordinator. During his six-year coaching tenure, the team had five winning seasons and won two conference championships. In 1969, he was tapped to serve as Dean of Men and led Student Affairs through the turbulent times of the Vietnam era. Mr. Blanco later became Dean of Students and was ultimately promoted to Vice President for Student Affairs.

His compassionate heart, coupled with acute listening skills, cast him as the leading mentor to many thousands of students, athletes, administrators, faculty and staff on campus and sometimes to their families off campus as well. He counseled them through illnesses, accidents, work issues, personal troubles or just plain mischief. During the critical years of desegregation, he boldly established a welcoming environment at UL-Lafayette for African-American students and was responsible for hiring the first African-American staff members in several high level positions.

The University Naming Advisory Committee considered this naming opportunity and voted unanimously to support its approval. Raymond and his wife, Kathleen, have recently established a \$125,000 Endowment in the Dean of Students Office to support student leadership programs.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request for approval to name the Dean of Students Office Suite in the Student Union the "Raymond S. Blanco Dean of Students Suite."



April 12, 2019

RECEIVED

APR 17 2019

**UNIVERSITY OF
LOUISIANA SYSTEM**

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

Dear Dr. Henderson:

The University of Louisiana at Lafayette seeks expedited approval to name the Dean of Students Office Suite in the Student Union the "Raymond S. Blanco Dean of Students Suite." Raymond Blanco served the University for 46 years during the administrations of four of the six Presidents in the University's history. His legacy is his creation of a culture that is very student oriented.

Blanco first joined the University in December 1963 as Assistant Head Football Coach and Defensive Coordinator. During his six-year coaching tenure, the team had five winning seasons and won two conference championships. In 1969, Blanco was tapped to serve as Dean of Men and led Student Affairs through the turbulent times of the Vietnam era. Blanco later became Dean of Students and was ultimately promoted to Vice President for Student Affairs.

His compassionate heart coupled with acute listening skills cast him as the leading mentor to many thousands of students, athletes, administrators, faculty and staff on campus and sometimes to their families off campus as well. He counseled them through illnesses, accidents, work issues, personal troubles or just plain mischief. During the critical years of desegregation, he boldly established a welcoming environment at UL Lafayette for African American students and was responsible for hiring the first African American staff members in several high level positions. He maintained calm on the UL Lafayette campus during the unrest of the Vietnam War and Civil Rights periods.

In the 1980's, Louisiana's Governor and Attorney General called upon Blanco to play key roles in critical investigations. The first was an investigation of the shooting deaths of two students on Southern University's campus. The second called for Blanco to establish ground rules for safely re-opening Destrehan High School after a racial disturbance resulted in the shooting death of a student on campus.

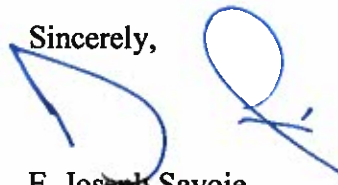
Dr. James B. Henderson
Page 2
April 12, 2019

Upon his retirement from the University in 2009, Blanco recalled “During my 46-year career at the University, I watched the evolution of student life on campus from integration to student protests of the war, to the current era of instant communication. But the one thing that has remained constant is that kids want to be respected and they want to know someone cares about them. We were able to deal with difficult times because we listened, we communicated, and we truly cared about kids.”

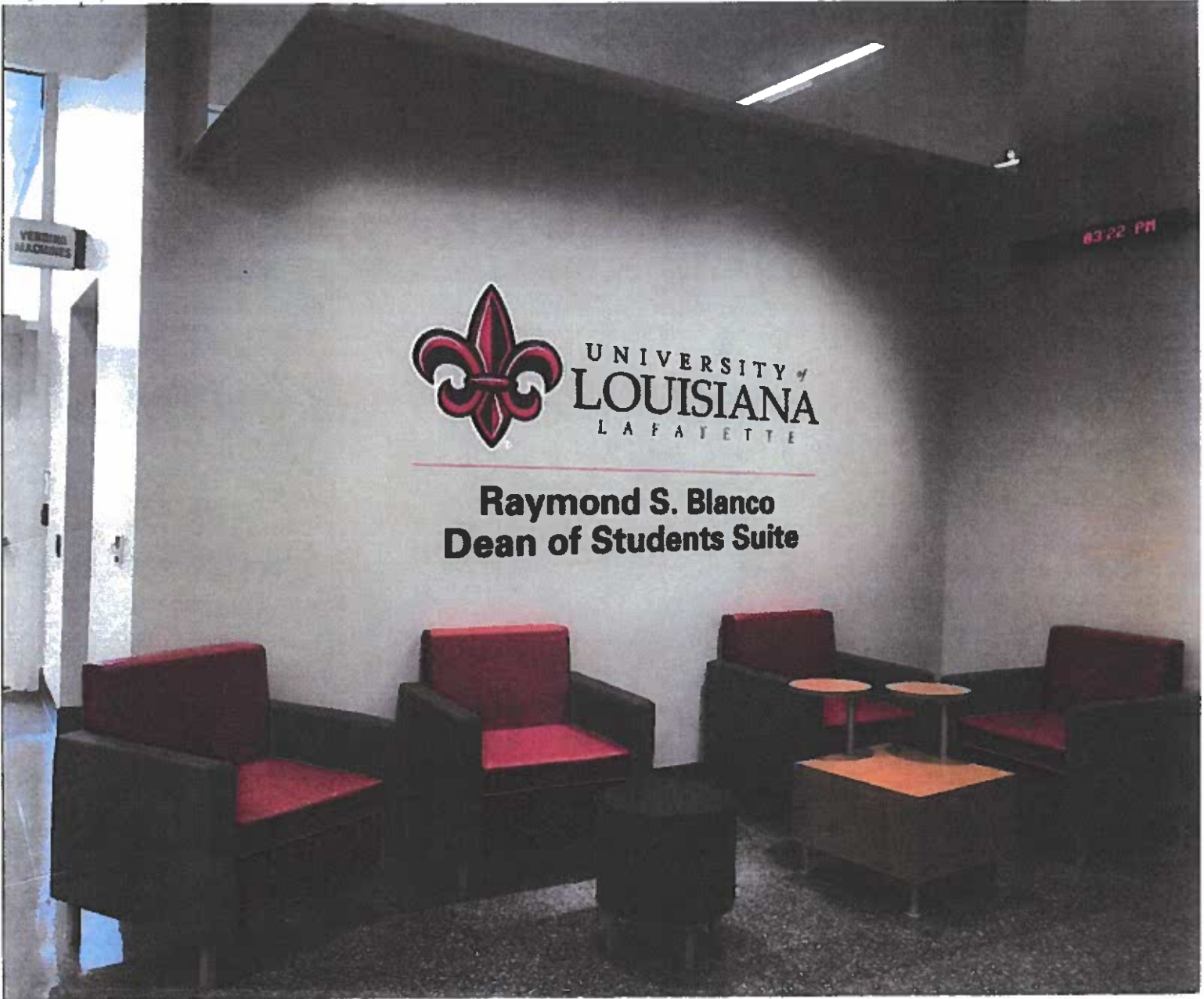
The University Naming Advisory Committee considered this naming opportunity and voted unanimously to support its approval. Raymond and his wife, Kathleen, have recently established a \$125,000 Endowment in the Dean of Students Office to support student leadership programs. In honor of his unprecedented service and generous financial support, the University seeks approval to name the Dean of Students Office Suite in the Student Union the “Raymond S. Blanco Dean of Students Suite.”

Under normal circumstances, this request would be considered by the Board of Supervisors at its June 27, 2019 meeting. If approved, the University would have hosted a ribbon cutting celebration, with Raymond and Kathleen present, sometime later this summer. We have been advised by Blanco family members that a shorter time frame is advisable.

Thank you for your consideration of this extraordinary and time sensitive request.

Sincerely,

E. Joseph Savoie
President

svc



Proposed Signage

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.14.** University of Louisiana at Lafayette's request for approval to name Maxim Doucet Hall, Room 206 (Conference Room/Library) in honor of Dr. Henry Heatherly.

EXECUTIVE SUMMARY

The University of Louisiana at Lafayette seeks approval to name Maxim Doucet Hall, Room 206 (Conference Room/Library) in honor of Dr. Henry Heatherly. This room houses books and resources that were donated to the Math Department on behalf of Dr. Heatherly upon his death in September 2018.

Dr. Heatherly joined the University of Louisiana at Lafayette in 1968 and rose through the ranks to become a Full Professor of Mathematics. He was named Distinguished Professor of the University of Louisiana at Lafayette in 1976. He published 90 research papers, which were cited over 250 times. His research encompassed pure and applied mathematics as well as the history of mathematics. Dr. Heatherly's areas of expertise included Algebraic Systems, Integral Transforms, Differential Equations with applications in Biology and other natural sciences. He supervised 13 Ph.D. students, and he collaborated with numerous researchers and mathematicians throughout the world. Together with Dr. Temple Fay, he co-founded the Southern Regional Algebra Conference. He was also a pioneer in the development of the graduate program in Mathematics at UL Lafayette.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request for approval to name Maxim Doucet Hall, Room 206 (Conference Room/Library) in honor of Dr. Henry Heatherly.



June 6, 2019

114

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

Dear Dr. Henderson:

This is a request for approval to name Maxim Doucet Hall, Room 206 (Conference Room/Library) in honor of Dr. Henry Heatherly. This room houses books and resources Dr. Heatherly donated to the Math Department at his death.

Dr. Heatherly passed away in September 2018. He joined the University of Louisiana at Lafayette in 1968 and rose through the ranks to become a Full Professor of Mathematics. He was named distinguished Professor of the University of Louisiana at Lafayette in 1976. He published 90 research papers, which were cited over 250 times. His research encompassed pure and applied mathematics as well as the history of mathematics. His areas of expertise included Algebraic Systems, Integral Transforms, Differential Equations with applications in Biology and other natural sciences. He supervised 13 Ph.D. students, and he collaborated with numerous researchers and mathematicians throughout the world. Together with Dr. Temple Fay he co-founded the Southern Regional Algebra Conference. He was also a pioneer in the development of the graduate program in Mathematics at UL Lafayette.

Please place this item on the agenda for consideration at the June 2019 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

- Item I.15.** University of Louisiana at Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., a 501(c)(3) nonprofit corporation, to construct a new entryway addition to the School of Construction Management Building pursuant to the authority vested in La. R.S. 17:3361 and to accept the improvements as a donation from ULM Facilities, Inc. in accordance with the law.

EXECUTIVE SUMMARY

The University (ULM) requests approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), a 501(c)(3) nonprofit corporation, to construct a new entryway addition to the School of Construction Management Building, and to accept the improvements as a donation from ULMFI once the project is completed. The University will lease the land and building, as defined in the attached map, to ULMFI for \$1.00 per year. The physical address for the property is 700 Filhiol Avenue, Monroe, Louisiana 71209.

ULMFI anticipates total project costs to be approximately \$700,000. This will include all construction, design, testing/surveying, and contingency funding. The ULM Foundation, through private donations and assistance from the ULM School of Construction Management Industry Advisory Council (ULM AIC), will fund this project. The ULM Foundation has agreed to extend a line of credit for any project cost exceeding current donation amounts. Attached is a resolution stating that the ULM AIC will be responsible for repaying any loans made from a line of credit offered by the ULM Foundation. Also, any interest payments due from the line of credit will be paid from the College of Business and Social Sciences Foundation account also made up of private funds.

The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. All funding for this project consist of private funds and donations to the ULM Foundation by alumni and supporters.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed.

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 Monroe's request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., a 501(c)(3) nonprofit corporation, to construct a new entryway addition to the School of Construction Management Building pursuant to the authority vested in La. R.S. 17:3361 and to accept the improvements as a donation from the ULM Facilities, Inc. in accordance with the law.

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

BE IT FURTHER RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request to accept the improvements from the ULM Facilities, Inc.

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

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



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209
P 318.342.1010 | F 318.342.1019

June 4, 2019

RECEIVED 115

JUN 06 2019

UNIVERSITY OF
LOUISIANA SYSTEM

Dr. James B. Henderson, President
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 School of Construction Building Addition
June 27, 2019 ULS Board Meeting

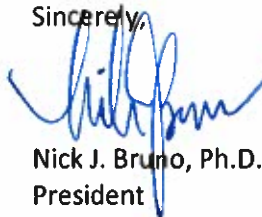
Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new entry way addition to the School of Construction Building (S08890). I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the June 27, 2019 Board meeting agenda.

In order to expedite the process and for further confirmation on the project, we have included the Board of Regents staff for their approval.

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, Vice President for Business Affairs
Mr. Scott McDonald, Chief Administrative Officer
Mr. Michael Davis, ULM Facilities Planning Officer
Mr. Bruce Janet, UL System Director of Internal and External Audit
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

**University of Louisiana Monroe School of Construction Management
Industry Advisory Council**

RESOLUTION

The ULM School of Construction Management Industry Advisory Council hereby authorizes and pledges to repay any loans made from a line of credit (\$150,000) offered by the ULM Foundation for the benefit of completing the Don Beach Atrium project from the Louisiana Contractors Fund (ULM Foundation Project number 92723) held in the ULM Foundation over a two year time period. The first payment would be due in September, 2020 and the final payment in September, 2021.

In support of this project, the ULM College of Business and Social Sciences will cover the interest costs associated with loans from the ULM Foundation to support the Don Beech Atrium project.

On behalf of the ULM SOCM IAC

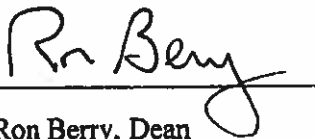


Trent Livingston, Chair

5/30/19

Date

On behalf of the ULM College of Business and Social Sciences



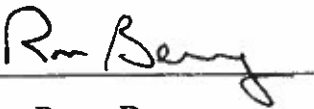
Ron Berry, Dean

5/30/19

Date

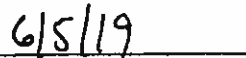
ADDENDUM

In support of this project, the ULM College of Business and Social Sciences will cover the interest costs associated with loans from the ULM Foundation to support the Don Beech Atrium project. *These interest costs will be paid from private funds deposited in the ULM Foundation for use by the College of Business and Social Sciences. No state funds will be used to pay interest costs association with this loan.*



Ron Berry, Dean

College of Business and Social Sciences



Date

GROUND and FACILITIES LEASE AGREEMENT

by and between

**Board of Supervisors for the University of Louisiana System,
on behalf of the University of Louisiana at Monroe
(as Lessor)**

and

**University of Louisiana Monroe Facilities, Inc.
(as Lessee)**

Dated as of _____, 2019

in connection with:

**ULM School of Construction on the campus of the
University of Louisiana at Monroe**

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- Exhibit A – LAND DESCRIPTION
- Exhibit B – PERMITTED ENCUMBRANCES
- Exhibit C – NOTICE OF GROUND LEASE

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “**Ground Lease**”) dated as of _____, 2019, is entered into by and between the Board of Supervisors for the University of Louisiana System (the “**Board**”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the “**University**”), which Board is represented herein by Nick J. Bruno, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (the “**Corporation**”).

WITNESSETH

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to La. R.S. 17:3217;

WHEREAS, the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201, *et seq.*), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the “**Campus**”) provided the Corporation is thereby obligated to construct improvements for furthering the educational, scientific, research or public service functions of the Board;

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of making improvements to the ULM School of Construction for ULM students and faculty;

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation;

WHEREAS, the Board and the Corporation have agreed that the Corporation shall make improvements to the ULM School of Construction for ULM students and faculty (the “**Facilities**”) on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground Lease. The total project cost is expected to be \$ _____. The Corporation will fund the project. The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and

agreements which follow, the parties hereby agree as follows:

**ARTICLE ONE
LEASE OF PROPERTY - TERMS OF GROUND LEASE**

Section 1.01 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the "Land") more particularly described on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the "**Facilities**") and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Corporation, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

Section 1.02 Habendum. To have and to hold the Land and the Facilities together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.03 Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a one (1) year term beginning on _____, 2019. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) _____, 2020, or (ii) the date of substantial completion of the treatment room project (the "**Expiration Date**"). Upon the expiration date of the Ground Lease, all of the Corporation's right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

**ARTICLE TWO
DEFINITIONS**

Section 2.01 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to a designated Person under this Ground Lease, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

“Applicable Laws” means all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

“Award” means any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

“Board” means Board of Supervisors for the University of Louisiana System, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

“Board Representative” means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

“Board’s Interest” means the Board’s ownership interest in and to the Land and the Facilities.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Baton Rouge, Louisiana, or the principal office of the Lender are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“Campus” means the campus of the University of Louisiana at Monroe.

“Commencement of Construction” means the date on which the demolition, excavation or foundation work is begun for the Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

“Commencement Date” means the effective date of the Ground Lease, which is _____, 2019.

“Construction Contract” means the contract or contracts between the Corporation and the Developer for the design and construction of the Facilities in accordance with the Plans and Specifications.

“Contractor” means a licensed general contractor that constructs all of the improvements as outlined in the Request for Proposal (“RFP”).

“Corporation” means University of Louisiana Monroe Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation.

“Event of Default” means any matter identified as an event of default under Section 11.01 hereof.

“Expiration Date” means the expiration date of this Ground Lease as set forth in Section 1.03 hereof.

“Facilities” means the improvements constructed or installed on the land including, but not limited to, the building, parking areas, and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

“Force Majeure” means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Corporation; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of the Corporation.

“Governmental Authority” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

“Hazardous Substance” means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

“Independent Architect” means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

“Land” means the real property and improvements thereon more particularly described on **Exhibit A** attached hereto upon which the Facilities are to be constructed and located, as amended from time to time as authorized hereby.

“OFPC” means the State of Louisiana Office of Facility Planning and Control.

“Person” means an individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

“Plans and Specifications” means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground Lease.

“Rent” means the annual rent paid by the Corporation as set forth in Section 3.01 hereof.

“RFP” means the Request for Proposals relating to the selection of a contractor to construct the Facilities.

“Taking” means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

“Term” means the term of this Ground Lease as set forth in Section 1.03 hereof.

“University” means University of Louisiana at Monroe in Monroe, Louisiana.

ARTICLE THREE RENT

Section 3.01 Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board may designate from time to time in writing, as annual rent for the Land (**“Rent”**), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date.

Section 3.02 Additional Obligations. As further consideration for the entering into of this Ground Lease by the Board, the Corporation agrees to perform its construction obligations as set forth in Article Five herein.

ARTICLE FOUR USE OF LAND

Section 4.01 Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of developing and constructing the Facilities in accordance with the Plans and Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 Benefit of the Board and the University. The Board shall own the Facilities subject to the Corporation’s rights under this Ground Lease. The Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of

the Board and the University.

Section 4.03 Compliance with Statutory Requirements. Section 3361, et. seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease;
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease; and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground Lease.

ARTICLE FIVE CONSTRUCTION OF THE FACILITIES

Section 5.01 The Corporation's Construction Obligations. The Corporation will develop and construct the Facilities on the Land at its own cost and expense. The Board shall not have any other financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation's activities and as specifically set forth herein.

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease, and in compliance with the Plans and Specifications, and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.
- B. Subject to the provisions of this Section 5.01, all decisions regarding construction matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance

with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.

- C. Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.

- D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the Facilities undertaken by the Corporation shall be in conformance with all current applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes

for reasonable grounds by ordinary and proper procedures.

- E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before November 30, 2018.
- F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(c) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.
- G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.
- H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board.
- I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative.
- J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other

materials on or under the Land that would materially impact the construction of the Facilities.

- K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

ARTICLE SIX ENCUMBRANCES

Section 6.01 Mortgage of Leasehold or the Facilities. The Corporation shall not mortgage, lien or grant a security interest in the Corporation's interest in the Land or the Facilities or any other right of the Corporation hereunder without the prior written consent of the Board.

ARTICLE SEVEN MAINTENANCE AND REPAIR

Section 7.01 Maintenance and Repairs. Once this Ground Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities.

ARTICLE EIGHT CERTAIN LIENS PROHIBITED

Section 8.01 No Mechanics' Liens. Except as permitted in Section 8.02 hereof the Corporation shall not suffer or permit any mechanics' liens or other liens to be enforced against the Board's ownership interest in the Land or the Facilities nor against the Corporation's leasehold interest in the Land or the Facilities by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Corporation or to anyone holding the Land or Facilities or any part thereof through or under the Corporation.

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens

and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

Section 8.03 Notice of Recitals. The Notice of Lease to be filed shall state that any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board's property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation.

ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES

Section 9.01 Management of Facilities. Once the Ground Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

Section 9.02 Books and Records. The Corporation shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

Section 9.03 Audits. During the term of the Ground Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

ARTICLE TEN INDEMNIFICATION

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save harmless the Board, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Corporation's construction of the Facilities. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its

respective acts or omissions and that the Board shall in no way be responsible therefor.

Section 10.02 Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

Section 10.03 Indemnification by the Board. The Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01 Events of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Corporation under this Ground Lease.

- A. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.
- B. The taking by execution of the Corporation's leasehold estate for the benefit of any Person.
- C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Board of such failure; provided

that if during such ninety (90) day period, the Corporation takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.

- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Corporation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- E. The commencement by the Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation.
- F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

Section 11.02 The Board's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board may at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03 Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Section 1.03 hereof, the Board shall not have the right to terminate this lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Ground Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the

Corporation's obligations under the Ground Lease.

Section 11.04 Rights of The Board Cumulative. All rights and remedies of the Board provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Board shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Board of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

ARTICLE TWELVE TITLE TO THE FACILITIES

Section 12.01 Title to Facilities. Title to the existing facilities and any new Facilities as they are constructed shall be vested in the Board. The Facilities and all fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground Lease.

Section 12.02 Insurance Proceeds. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "**Casualty**"), during the term of the Ground Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

ARTICLE THIRTEEN CONDEMNATION

Section 13.01 Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02 Partial Condemnation if the Ground Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground Lease by giving the Board notice of its election to terminate at least

sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land and the Corporation decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 Payment of Awards if Ground Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground Lease that is the subject of the Taking.

ARTICLE FOURTEEN ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE CORPORATION'S INTEREST

Section 14.01 Assignment of Leasehold Interest. Except as expressly provided for in Article Six and this Article Fourteen, the Corporation shall not have the right to sell or assign the leasehold estate created by this Ground Lease, or the other rights of the Corporation hereunder to any Person without the prior written consent of the Board.

Section 14.02 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

Section 14.03 Transfers of the Corporation's Interest. Except as otherwise expressly provided herein, any Person succeeding to the Corporation's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Corporation hereunder and shall be subject to the terms and provisions of this Ground Lease.

ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

Section 15.01 The Corporation Compliance. The Corporation agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of its knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Corporation to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Board's Interest or by any other Person.

Section 15.02 The Board's Compliance. The University agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or to such other party as the Corporation shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person.

ARTICLE SIXTEEN TAXES AND LICENSES

Section 16.01 Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Corporation's interest in the Land or in the Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.02 Contested Tax Payments. The Board shall not be required to pay, discharge or remove any such taxes or assessments so long as the Board is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The Corporation shall cooperate with the Board in completing such contest and the Corporation shall have no right to pay the amount contested during the contest. The Corporation, at the Board's expense, shall join in any such proceeding if any law shall so require.

ARTICLE SEVENTEEN FORCE MAJEURE

Section 17.01 Discontinuance During Force Majeure. Whenever a period of time is

herein prescribed for action to be taken by the Corporation, the Corporation shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

**ARTICLE EIGHTEEN
MISCELLANEOUS**

Section 18.01 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin, sexual orientation, or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.02 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

Board of Supervisors for the University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802
Attention: Vice President for Business and Finance

with copies to:

University of Louisiana at Monroe
Library 6th Floor, Suite 623
700 University Avenue
Monroe, Louisiana 71209-2000
Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc.
700 University Avenue
Monroe, Louisiana 71209
Attention: Executive Director

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given

either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.03 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Lessee and the Lessor hereunder.

Section 18.04 Notice of Lease. Neither the Board nor the Corporation shall file this Ground Lease for record in Ouachita Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof the Board and the Corporation agree to execute in recordable form a notice of this Ground Lease in the form of **Exhibit C** attached hereto. Such notice shall be filed for record in Ouachita Parish, Louisiana.

Section 18.05 Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.06 Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Ouachita Parish, Louisiana.

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease, and the matters listed on **Exhibit B** attached hereto.

Section 18.08 Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land useable for the Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.09 Nonwaiver. No waiver by the Board or the Corporation of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the Ground Lease, or to exercise any option herein

contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Board or acceptance of payment by the Board of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Board or the Corporation of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10 Terminology. Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Ground Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the construction of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Monroe, Louisiana).

Section 18.11 Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12 Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground Lease shall not be affected thereby.

Section 18.13 Authorization. By execution of this Ground Lease, the Corporation and the Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14 Ancillary Agreements. In the event it becomes necessary or desirable for the Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board required under the terms of this Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15 Amendment. No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto. No such amendment to this Ground Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by the RFP.

Section 18.16 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the University into another educational institution or the Board into another educational management board.

Section 18.17 Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[Remainder of page intentionally left blank. Signatures appear on following page.]

[Signature Page to the Ground Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of _____, 2019.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____

Print Name: _____

Nick J. Bruno, President of the
University of Louisiana at Monroe
and Authorized officer of the Board

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the ____ day of _____, 2019.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

By: _____

Print Name: _____

Dan W. Robertson, Chairperson

[Signature page to the Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of _____, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Nick J. Bruno

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the President of the University of Louisiana at Monroe, and the authorized representative of the Board of Supervisors for the University of Louisiana System (the “**Board**”), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

Nick J. Bruno, President of the
University of Louisiana at Monroe and
Authorized officer of the Board

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

[Signature Page to Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ____ day of _____, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Dan W. Robertson

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the Chairperson of University of Louisiana Monroe Facilities, Inc. (the “**Corporation**”), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

Dan W. Robertson, Chairperson

WITNESSES:

Print Name: _____

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

EXHIBIT B

PERMITTED ENCUMBRANCES

- 1. Any matters that would be disclosed upon receipt of an ALTA survey of the Land.**
- 2. All easements, servitudes and rights of way of record.**
- 3. General and special taxes or assessments for 2018 and subsequent years not yet due and payable.**
- 4. Terms and conditions of that Ground Lease Agreement dated as of _____, 2019, evidenced by a Memorandum of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded _____, 2019, in Conveyance Book _____, Page _____, File Number _____, official records of Ouachita Parish, Louisiana.**

Lessor: Board of Supervisors for the University of Louisiana System
1201 North 3rd Street, Suite 7300
Baton Rouge, La 70802
Attention: Assistant Vice President for Facilities Planning

Lessee: University of Louisiana Monroe Facilities, Inc.
700 University Avenue
Monroe, Louisiana 71209-2000
Attention: Chairperson

This Memorandum is executed for the purpose of recordation in the public records of Ouachita Parish, Louisiana in order to give notice of all the terms and provisions of the Lease and is not intended and shall not be construed to define, limit, or modify the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

THUS DONE AND PASSED on the ___ day of _____, 2019, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with *Dan W. Robertson*, Chairperson of University of Louisiana Monroe Facilities, Inc, and me, Notary.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

[Signature Page to Memorandum of Lease]

THUS DONE AND PASSED on the ____ day of _____, 2019, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as President of the University of Louisiana at Monroe and the Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Nick J. Bruno, President of the
University of Louisiana at Monroe
and Authorized Officer of the Board

Print Name: _____

NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death



Construction Building

Nursing Building

University Ave

Fithol Ave

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

June 27, 2019

Item I.16. University of New Orleans' request for approval to demolish Bienville Hall.

EXECUTIVE SUMMARY

The University requests approval to demolish Bienville Hall (State ID S11559). Bienville Hall is an eight-story building totaling 127,812 square feet. Originally built in 1969, and until the building was severely damaged by Hurricane Katrina on August 29, 2005, it served as a dormitory for students. The building sustained serious wind damage to the roof, broken windows, and flooding on the first floor. Before the restoration of power and temporary roof repairs, rain water continued to permeate the upper floors resulting in mold growing on architectural finishes and within the mechanical, electrical and plumbing systems.

The building closed permanently in January of 2010, primarily because of mold and asbestos. The building was decommissioned, fire suppression systems turned off, electrical and mechanical systems shut down, and there was no further maintenance on the building.

Please refer to the attached photo to view the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval to demolish Bienville Hall.

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



THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

May 29, 2019

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Bienville Hall

Dear Dr. Henderson,

I am requesting approval to demolish Bienville Hall, Site Code: 1-36-038, Building ID #11559. Bienville Hall was severely damaged by Hurricane Katrina on August 29, 2005 and building permanently closed in January of 2010 due to mold and asbestos.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President



THE UNIVERSITY of
NEW ORLEANS

BUSINESS AFFAIRS

May 24, 2019

Mr. Bruce Janet
Director of Internal and External Audit
and Facilities
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Bruce:

The University of New Orleans is requesting approval to demolish Bienville Hall (State ID 11559). Bienville Hall is an eight-story building totaling 127,812 square feet. Originally built in 1969, and until the building was severely damaged by Hurricane Katrina on August 29, 2005, it served as a dormitory for students. The building sustained serious wind damage to the roof, broken windows and flooding on the first floor. Before the restoration of power and temporary roof repairs, rainwater continued to permeate the upper floors resulting in mold growing on architectural finishes and within the mechanical, electrical and plumbing systems. The building closed permanently in January of 2010 primarily because of mold and asbestos. The building was decommissioned, fire suppression systems turned off, electrical and mechanical systems shut down, and there was no further maintenance on the building.

After arbitration, FEMA offered \$511,829 to demolish Bienville Hall.

Your consideration and approval of this request is appreciated.

Sincerely,



Dr. Gregg Lassen
Vice President for Business Affairs

BIENVILLE HALL

SITE CODE: 1-36-038

BUILDING ID #11559

