

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.1.** **McNeese State University's** request for approval to name a room in the Health and Human Performance Educational Complex the "Missy Shaddock Basketball Suite and Conference Room."

EXECUTIVE SUMMARY

McNeese seeks approval to name a room in the Health and Human Performance Educational Complex the "*Missy Shaddock Basketball Suite and Conference Room.*" This area houses the office of the University's women's basketball coach, her dressing room, and the staff's conference room.

Mrs. Missy Shaddock is a family member of the H.C. Drew Estate, which is a major contributor to McNeese State University academic programs. She is also a generous supporter of the McNeese Women's Basketball Program and is a member of the women's basketball mentoring program. For her outstanding commitment and dedication to McNeese and women's basketball, Mrs. Shaddock has been inducted into the McNeese Hall of Honor. Mrs. Shaddock also attended McNeese State University and has been a board member of the McNeese Alumni Association. Her daughters are McNeese graduates as well as several of her grandchildren.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to name a room in the Health and Human Performance Educational Complex the "*Missy Shaddock Basketball Suite and Conference Room.*"



H 1

February 11, 2019

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

Dear Dr. Henderson:

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

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 22, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures



February 11, 2019

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

Dear Dr. Henderson:

I request approval for McNeese State University to name a room in the newly completed HHP Educational Complex to honor Mrs. Missy Shaddock who has been instrumental in the success of McNeese Athletics. The room would be the:

Missy Shaddock Basketball Suite and Conference Room - This area houses the office of our women's basketball coach, her dressing room and her staff's conference room.

Missy Shaddock is a family member of the H.C. Drew Estate, which is a major contributor to McNeese State University academic programs. Mrs. Shaddock is also a generous supporter of the McNeese Women's Basketball Program and is a member of the women's basketball mentoring program. For her outstanding commitment and dedication to McNeese and women's basketball, Mrs. Shaddock has been inducted into the McNeese Hall of Honor. Mrs. Shaddock attended McNeese State University and has been a board member of the McNeese Alumni Association. Her daughters are McNeese graduates as well as several of her grandchildren.

Thank you for your approval of this request to honor Mrs. Shaddock for her many contributions.

Sincerely,

Dr. Daryl V. Burckel
President



**MCNEESE STATE
UNIVERSITY**

INTERCOLLEGIATE ATHLETICS

February 11, 2019

Dr. Burckel,

McNeese Athletics would like to honor and recognize an individual who has been instrumental in the success of McNeese Athletics. We want to honor Missy Shaddock in the naming of rooms in our new H&HP Educational Complex.

- **Missy Shaddock Basketball Suite and Conference Room**
 - This area houses the office of our women's basketball coach, her dressing room and her staff's conference room.

Missy Shaddock is a family member of the H.C. Drew Estate, which is a major contributor to McNeese State University academic programs. Mrs. Shaddock is also a generous supporter of the McNeese Women's Basketball Program and is a member of the women's basketball mentoring program. For her outstanding commitment and dedication to McNeese and women's basketball, Mrs. Shaddock has been inducted into the McNeese Hall of Honor. Mrs. Shaddock attended McNeese State University and has been a board member of the McNeese Alumni Association. Her daughters are McNeese graduates as well as several of her grandchildren.

We are asking for your approval so that this possibility may be presented to the ULS Board of Supervisors.

Sincerely,

F. Bruce Hemphill
Director of Athletics

APPROVED

Dr. Daryl V. Burckel, President
McNeese State University

Date: 2-12-19

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.2.** **Nicholls State University's** request for approval to rename the President's Dining Room located in Room 140 of the Lanny D. Ledet Culinary Arts Building the "Chef John Folse Dining Room."

EXECUTIVE SUMMARY

The University is requesting approval to rename the President's Dining Room (Room 140) in the Lanny D. Ledet Culinary Arts Building to the "*Chef John Folse Dining Room.*"

Chef John Folse has made significant contributions to the development of the Culinary Institute, supported the University, and made substantial contributions to his field of culinary arts. Furthermore, Chef Folse has earned the respect of many in the culinary world. The dedication of this dining room for the University's Culinary Institute is in honor of Chef John Folse's significant contributions to his field and development of the culinary arts program.

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 rename the President's Dining Room located in Room 140 of the Lanny D. Ledet Culinary Arts Building the "*Chef John Folse Dining Room.*"



Office of the President

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

H 2

January 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 February 22, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Rename the President's Dining Room in the Lanny D. Ledet Culinary Arts Building of the Chef John Folse Culinary Institute - The Chef John Folse Dining Room

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 OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.3.** **Nicholls State University's** request for approval to rename the Madewood Room to the "Andrea Bollinger Room" and the Magnolia Room to the "Charlotte Bollinger Room" in the Donald G. Bollinger Memorial Student Union.

EXECUTIVE SUMMARY

The University is requesting approval to rename rooms in the Donald G. Bollinger Memorial Student Union. The University recently received a significant donation from the Bollinger family to be used for the union facilities improvements. The Bollinger family has supported the University for many years. Furthermore, the Bollinger family is very involved in the local and regional community and has earned the respect of many business and civic leaders. The rooms would be named:

Madewood Room – *Andrea Bollinger Room*

Magnolia Room – *Charlotte Bollinger Room*

The dedication of these rooms for the University are in honor of their family's significant monetary contribution to fund the renovations of the Donald G. Bollinger Memorial Student Union.

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 rename the Madewood Room to the "Andrea Bollinger Room" and the Magnolia Room to the "Charlotte Bollinger Room" in the Donald G. Bollinger Memorial Student Union.



Office of the President

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

H 3

January 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 February 22, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

*Rename rooms in the Donald G. Bollinger Memorial Student Union
Rename the Madewood Room - The Andrea Bollinger Room
Rename the Magnolia Room – The Charlotte Bollinger Room*

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 OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.4.** Northwestern State University's request for approval to allow certain properties located in DeSoto Parish totaling 110.17 acres to be nominated to the State Mineral Board for mineral lease.

EXECUTIVE SUMMARY

The University requests approval to nominate two tracts totaling 110.17 acres of University property for lease through the State Mineral Board, and then execute those mineral leases per State Mineral Board procedures. The tracts of land to be offered for lease are located in Sections 22, Township 11 North, Range 10 West, DeSoto Parish, Louisiana. Refer to Exhibit A for detailed descriptions.

In addition, the University requests permission to establish a bid minimum per acre bonus and royalty percentage once Cypress Energy Corporation has nominated the property. Finally, the University requests permission to stipulate that the University shall be reimbursed for all damaged marketable timber at current market value, and shall be notified in writing prior to any surface activities.

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 allow certain properties located in DeSoto Parish totaling 110.17 acres to be nominated to the State Mineral Board for mineral lease.*

***BE IT FURTHER RESOLVED,** that the President of the University or his or her designee be authorized to execute a lease on the properties located in DeSoto Parish on behalf of Northwestern State University.*

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

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



February 5, 2019

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

Re: Mineral Lease: John Henry Crow Property, DeSoto Parish

Dear Dr. Henderson:

Northwestern State University is submitting the *Mineral Lease for John Henry Crow Property in DeSoto Parish* to be placed on the agenda for approval at the February 2019 Board Meeting.

Thank you for your consideration.

Sincerely,

Dr. Chris Maggio
President

Attachment



February 5, 2019

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

Northwestern State University requests the Board of Supervisors for the University of Louisiana System grant permission to authorize the State Mineral Board to offer for lease of two tracts of land in Desoto Parish totaling 110.17 acres.

These tracts of land were acquired by Northwestern State University through the Last Will and Testament of Mr. John Henry Crow. In 2009 a Partial Release was executed whereby the 110.17 acre portion was released. In 2012 a new lease was granted to Theophilus Oil & Gas covering the 110.17 acre portion. Theophilus subsequently assigned the lease to Petrohawk. Based on the State's records there has been no drilling and/or production attributable to this lease.

They are located in Sections 22, Township 11 North, Range 10 West Desoto Parish, Louisiana and are described as follows:

See Attachment "A"

Northwestern State University owns 100% of the surface and minerals. The tracts of land will be nominated by Cypress Energy Corporation.

Northwestern State University requests permission to establish a bid minimum per acre bonus and royalty percentage once the property has been nominated.

Northwestern State University requests permission to make the following stipulations:

Northwestern State University shall be reimbursed for all damaged marketable timber at current market value.

Northwestern State University shall be notified in writing prior to any surface activities.

Should the State Mineral Board, after following all legal requirements, recommend awarding of a lease, Northwestern State University requests permission to execute such lease.

Sincerely,

Dr. Chris Maggio
President

DEDICATED TO ONE GOAL. *YOURS.*



EXHIBIT "A"

- A. That certain piece, parcel or tract of land situated in Section 22, Township 11 North, Range 10 West, and described as beginning at the $\frac{1}{4}$ section corner between Section 15 and Section 22, and thence run South 00 degrees 50 minutes West 41.60 chains, thence run South 89 degrees East 15.15 chains to the Bayou, and thence around the Bayou as follows:

South 12 degrees 12 minutes East 6.46 chains,

South 10 degrees 44 minutes East 1.88 chains,

South 31 degrees 50 minutes West 2.33 chains,

South 52 degrees 06 minutes West 1.85 chains,

South 84 degrees 38 minutes West 1.25 chains,

North 6 degrees 40 minutes West 1.79 chains,

North 69 degrees 43 minutes West 1.58 chains,

North 87 degrees 30 minutes West 2.27 chains,

South 81 degrees 55 minutes West 5.71 chains,

South 59 degrees 15 minutes West 2.27 chains,

South 34 degrees 47 minutes West 2 chains,

North 24 degrees 27 minutes West 7.86 chains,

North 32 degrees 10 minutes West 4.68 chains,

North 44 degrees 05 minutes West 2.50 chains,

North 44 degrees 37 minutes West 3.52 chains,

North 62 degrees 40 minutes West 6.56 chains,

South 84 degrees 14 minutes West 5.50 chains

and thence run North 00 degrees 50 minutes East 36.83 chains, thence run South 89 degrees East 21.74 chains to the $\frac{1}{4}$ section corner between Section 15 and Section 22, the original point of beginning, and containing 105.40 acres.

- B. The following described property lying and being situated in Desoto Parish, Louisiana to wit:

Beginning at the Northeast corner of Northwest Quarter of Section 22, Township 11 North, Range 10 West, and running thence West 8.35 chains, thence South 42 degrees East 4.40 chains, thence South 31 degrees East 9 chains, thence South 16 degrees East 3.16 chains, thence North 14.14 chains to beginning, containing 4.77 acres.

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

Item H.5. Southeastern Louisiana University's request for approval to name several rooms in the Computer Science and Technology Building.

EXECUTIVE SUMMARY

Southeastern Louisiana University seeks approval to name several rooms in the Computer Science and Technology Building. Room Numbers 1005 and 2026, respectively, would be named:

Carolyn and Charles Stutts Robotics and Automated Manufacturing Lab - Carolyn and Charles Stutts are faithful supporters of the University. Their stock donations along with matching gifts from the Exxon Mobil Foundation total \$158,000. These donations will be used to establish a fund to provide financial assistance for the enhancement of the automated systems concentration in the Industrial Technology program at Southeastern Louisiana University.

Envoc Innovation Lab - Mr. Calvin Fabre is a class of 1990 alumnus and founder and President of Envoc, a software company. Mr. Fabre donated \$70,000 to establish a fund that will support the Southeastern Computer Science program and provide resources for the enhancement of the Envoc Innovation Lab. In addition to the financial contribution, Mr. Fabre will provide opportunities for Computer Science students to learn from real world client-based cases. Mr. Fabre also provides internships in his company for Southeastern students, and has hired numerous Southeastern graduates.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to name several rooms in the Computer Science and Technology Building.*

February 1, 2019

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

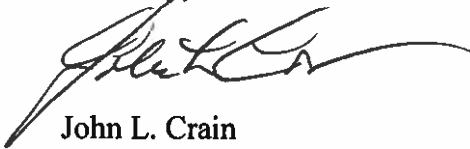
Dear Dr. Henderson:

Southeastern requests Board approval to name the lab (room number 1005) in the Computer Science and Technology Building (slab number S27321) "*The Carolyn and Charles Stutts Robotics and Automated Manufacturing Lab.*"

Carolyn and Charles Stutts are faithful supporters of the University. Their stock donations along with matching gifts from the Exxon Mobil Foundation total \$158,000. These donations will be used to establish a fund to provide financial assistance for the enhancement of the automated systems concentration in the Industrial Technology program at Southeastern Louisiana University.

I respectfully request that you place this item on the agenda for the February 2019 meeting of the Board of Supervisors.

Sincerely,



John L. Crain
President



February 1, 2019

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

Dear Dr. Henderson:

Southeastern requests Board approval to name the lab (room number 2026) in the Computer Science and Technology Building (slab number S27321) the "***Envoc Innovation Lab.***"

Mr. Calvin Fabre is a class of '90 alumnus and founder and President of Envoc, a software company. Mr. Fabre donated \$70,000 to establish a fund that will support the Southeastern Computer Science program and provide resources for the enhancement of the Envoc Innovation Lab. In addition to the financial contribution, Mr. Fabre will provide opportunities for Computer Science students to learn from real world client-based cases. Mr. Fabre also provides internships in his company for Southeastern students, and has hired numerous Southeastern graduates.

I respectfully request that you place this item on the agenda for the February 2019 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in black ink, appearing to read 'John L. Crain', written over a white background.

John L. Crain
President

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.6.** Southeastern Louisiana University's request for approval to name Room 86 in the R. Norval Garrett Building the "Northwestern Mutual Sales Training Room."

EXECUTIVE SUMMARY

Southeastern Louisiana University seeks approval to name Room 86 in the R. Norval Garrett Building the "*Northwestern Mutual Sales Training Room.*" Mr. Steven Dugal and Mr. Paul Hodge, both of Northwestern Mutual, each contributed \$50,000 for the naming of the College of Business Sales Training Room. Their donations will be matched by Northwestern Mutual to establish a fund to provide resources for the development and expansion of the Southeastern College of Business Sales program.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to name Room 86 in the R. Norval Garrett Building the "*Northwestern Mutual Sales Training Room.*"

February 1, 2019

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

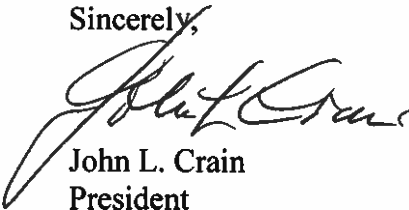
Dear Dr. Henderson:

Southeastern requests Board approval to name room 86 in R. Norval Garrett Building (slab number S03207) the "*Northwestern Mutual Sales Training Room.*"

Mr. Steven Dugal and Mr. Paul Hodge, both of Northwestern Mutual, contributed \$50,000 each for the naming of the College of Business Sales Training Room. Their donations will be matched my Northwestern Mutual to establish a fund to provide resources for the development and expansion of the Southeastern College of Business Sales program.

I respectfully request that you place this item on the agenda for the February 2019 meeting of the Board of Supervisors.

Sincerely,


John L. Crain
President

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

February 22, 2019

Item H.7. 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 not-for-profit corporation, to construct a new Golf Facility pursuant to the authority vested in La. R.S. 17:3361 and to purchase the improvements back from the ULM Facilities, Inc. in accordance with the law.

EXECUTIVE SUMMARY

The ULM (the University) requests approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), a 501(c)3 not-for-profit corporation, to construct a new Golf Facility, and to purchase the improvements back from ULMFI, for the amount of \$300,000. The University will lease the land, as defined in the attached plat, to ULMFI. The property sits to the north of the baseball parking lot and between the baseball field and the Brown Stadium Track Complex. This land and facilities will be leased to ULMFI for \$1.00 per year.

In October 2018 a ground lease agreement was approved by the Board between ULM and the Edward Via College of Osteopathic Medicine to build a new facility on campus. As part of this agreement, the University will be required to relocate the men's and women's Golf teams to a new facility. A new location has been selected and plans are in process. The new Golf Facility will contain the same accommodations the team previously had while providing some larger areas. The building will be approximately 3,800 heated square feet. The building will contain men's and women's locker rooms, a team meeting room/conference room, a lounge, an indoor putting area with necessary technology requirements, an outdoor hitting bay, and three offices for the teams' coaches.

ULMFI anticipates total funding available for the project will be approximately \$800,000. This will include all construction, design, testing/surveying, and contingency funding. 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.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed. The University anticipates the use of self-generated revenues for the future purchase of the facility.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a Grounds Lease Agreement with ULM Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct a new golf facility pursuant to the authority vested in La. R.S. 17:3361.

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 negotiate a purchase of the improvements back from the ULM Facilities, Inc.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe 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

January 29, 2019

H7

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

RECEIVED

FEB 1 2019

UNIVERSITY OF
LOUISIANA SYSTEM

RE: University of Louisiana at Monroe (ULM)
Request to Approve New Golf Facility
February 22, 2019 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with constructing a new Golf Facility. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the February 22, 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

New Golf Facility Location:



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

February 22, 2019

Item H.8. **University of Louisiana at Monroe's** request for approval to enter into a lease with an option to purchase 2.84 acres of property from the ULM Foundation and acceptance of an irrevocable assignment and act of donation for the Doppler Radar Tower from ULM Facilities, Inc.

EXECUTIVE SUMMARY

The University requests approval to lease with an option to purchase 2.84 acres of property located at 870 US HWY 80 East, Monroe, Louisiana 71203 from the ULM Foundation. ULM previously leased this property, which is the site of a 10,502-square-foot building that serves as the University's Visual and Performing Arts Annex building. This is also the site of the Doppler Radar Tower, which is currently owned by ULM Facilities, Inc.

The lease period will be for three years, beginning on January 1, 2019. The sum of the monthly lease payment shall be \$1,990 through December 31, 2022. The full terms of the lease are contained in the attached lease which now contains an option to purchase agreement.

The option to purchase shall run concurrently with the lease. All parties acknowledge that the rental payments made during the term of the lease shall be applied to the purchase price at the closing if the option to purchase is exercised. The purchase price for the property and all improvements shall be \$215,000 if the option is exercised.

The University is also requesting Board approval to proceed with acceptance of an irrevocable assignment and act of donation for the Doppler Radar Tower from ULM Facilities, Inc. The Doppler Radar Tower is also located at 870 US HWY 80 East, Monroe, Louisiana 71203, the same property referenced in the lease above. ULM Facilities, Inc. managed and facilitated the construction of the Doppler Radar Tower. The funding for this project was provided from a grant through the Governor's Office of Homeland Security and Emergency Preparedness. The Doppler Radar Tower is valued at approximately \$3,000,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to enter into a lease with an option to purchase 2.84 acres of property from the ULM Foundation and acceptance of an irrevocable assignment and act of donation for the Doppler Radar Tower from ULM Facilities, Inc.

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.

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 all documents necessary to execute the Lease Agreement; and all documents necessary to execute the irrevocable assignment and act of donation.

FURTHER, that the University 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

February 1, 2019

H 8

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 Enter into a Lease with the ULM Foundation and to Accept the Assignment and
Donation of the Doppler Radar Tower
February 22, 2019 ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to enter into a lease with option to purchase agreement between the ULM Foundation and the ULS Board of Supervisors for the property located at 870 US HWY 80 East, Monroe, LA 71203. This property contains a 10,500 square foot building and is the site of the Doppler Radar tower.

The University of Louisiana at Monroe is also requesting approval to proceed with acceptance of an irrevocable assignment and act of donation for the Doppler Radar Tower from the University of Louisiana Monroe Facilities, Inc. The tower sits on the site mentioned in the above lease request. The Tower was completed in October of 2015. Funding was provided by a grant from the Governor's Office of Homeland Security and Emergency Preparedness.

I have enclosed an executive summary that provides more information about the lease request and the Radar Tower donation for your review. Please include ULM's request for approval on the February 22, 2019, Board meeting agenda.

Should you have any questions or need further information, please contact Michael Davis, ULM Director of Facilities and EHS. Mr. Davis may be reached by phone at 318-342-5171 or by email at mdavis@ulm.edu. Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.
President

cc: Dr. William Graves, ULM Vice President for Business Affairs
Michael Davis, ULM Director of Facilities and EHS
Bruce Janet, UL System Director of Internal and External Audit
Chris Herring, BoR Assistant Commissioner for Facilities

#TAKEFLIGHT

Property at 870 US HWY 80E:



STATE OF LOUISIANA

PARISH OF OUACHITA

ASSIGNMENT

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned Notary Public, duly commissioned in and for the Parish of Ouachita, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

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

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

all of Assignor’s right, title and interest in the Doppler Radar Facility developed by Assignor on 2.84 acres of property owned by the ULM Foundation, pursuant to the Governor’s Office of Homeland Security and Emergency Preparedness Interagency Agreement with University of Louisiana Monroe Facilities, Inc., dated August 21, 2013, and the subject **\$3,077,900 Federal Grant (Grant)** from the State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), a copy of which Agreement is attached as **Exhibit “A.”**

AND NOW, hereby personally appears Dr. Nick J. Bruno, in his capacity as President of University of Louisiana at Monroe, on the half of the Board of Supervisors for the University of Louisiana System, who, in the presence of the undersigned witnesses and notary, accepts the assignment made unto the Board of Supervisors for the University of Louisiana System aforesaid and acknowledges receipt of the assignment on behalf of the Board of Supervisors for the University of Louisiana System and hereby agrees to be bound by and adhere to all the terms and obligations of the Emergency Preparedness Interagency Agreement dated August 21, 2013.

THUS DONE AND PASSED in the presence of the undersigned competent and attesting witnesses, who sign their names together with the said parties, and me, Notary, on this _____ day of February, 2019.

WITNESSES:

ASSIGNOR
UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Printed Name: _____

By: Dan W. Robertson, President

Printed Name: _____

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

STATE OF LOUISIANA

PARISH OF OUACHITA

THUS DONE AND PASSED in the presence of the undersigned competent and attesting witnesses, who sign their names together with the said parties, and me, Notary, on this _____ day of February, 2019.

WITNESSES:

ASSIGNEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Printed Name: _____

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

Printed Name: _____

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

CERTIFICATE OF THE SECRETARY OF

UNIVERSITY OF LOUISIANA MONROE FACILITIES, INC.

BE IT KNOWN, that on this _____ day of _____, 2019, before me, the undersigned Notary Public, duly commissioned and qualified to act as such personally came and appeared, University of Louisiana Monroe Facilities, Inc., a Louisiana non-profit corporation, who stated the following is a true and correct copy of a resolution unanimously adopted by a specially called and legally convened meeting of the Board of Directors of said corporation held on the _____ day of _____, 2019.

BE IT RESOLVED that Dan W. Robertson, President, is hereby authorized and empowered for and on behalf of this Corporation to assign all of the Corporation's right, title and interest in the Doppler Radar Facility that it developed on 2.84 acres of property owned by the ULM Foundation, pursuant to the Governor's Office of Homeland Security and Emergency Preparedness Interagency Agreement with University of Louisiana Monroe Facilities, Inc., dated August 21, 2013, and the subject **\$3,077,900 Federal Grant** (Grant) from the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), a copy of which Agreement is attached as **Exhibit "A."**

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

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

WITNESS my hand, as the Official Act of this Corporation on this _____ day of _____, 2019.

Secretary
Printed Name: Wynn Lawrence

SWORN TO AND SUBSCRIBED before me, Notary Public, on this _____ day of February, 2019.

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

STATE OF LOUISIANA
PARISH OF OUACHITA

**LEASE WITH OPTION TO PURCHASE AGREEMENT
AND SUSPENSIVE CONTRACT TO BUY AND SELL**

DATE: January 1, 2019

Be it known, before the undersigned notaries public, on the day and dates indicated below, personally came and appeared:

The University of Louisiana at Monroe Foundation, Inc., a Louisiana nonprofit corporation whose mailing address is 700 University Avenue, Monroe LA 71209, herein represented by Susan G. Hoffmann, its President (hereinafter referred to as “**Lessor**”); and

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 (hereinafter referred to as “**Lessee**”);

Lessor leases to Lessee, and Lessee leases from Lessor, the property identified in **Exhibit “A”** attached hereto (including the 10,500 square foot Agriculture/Mechanical building located thereon), which is part of Johnson Farm located at 870 Highway 80 East, Monroe, LA, Ouachita Parish.

1. **PROPERTY, ORIGINAL VALUE, TERM AND USE.** The property and building included in this lease (hereinafter called “**Property**”), and the original value, lease term, and use thereof shall be as set forth.
2. **MONTHLY RENTAL.** The term of the lease shall be three (3) years beginning on January 1, 2019. Lessee shall pay Lessor \$1,990.00 per month through December 31, 2022.
3. **OPERATING EXPENSES.** The Lessee will pay all utilities, maintain the parking lot, building, and furnish custodial service.
4. **INSPECTION.** Lessee shall permit Lessor and its designees to inspect the Property at reasonable times and intervals upon providing Lessee with reasonable notice.
5. **TAXES.** Lessee shall pay all taxes and governmental charges imposed on Property, although the parties acknowledge and agree that no such taxes or charges are anticipated as a result of the Property being both owned by and leased to tax exempt entities.
6. **MAINTENANCE AND REPAIRS.** Lessee shall maintain the Property in good condition and shall make all necessary maintenance and repairs.

Payment. All repairs made necessary by accident shall be paid for by Lessee.

7. **RISKS AND INDEMNITY.** Excluding the acts or omissions of Lessor, Lessee shall indemnify and hold harmless the Lessor and Lessor's agents and employees from and against any damage, loss, theft, or destruction during the lease term, and any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or connected with the use, operation or condition of the building during the lease term.

Each party shall promptly notify the other of any such loss, etc., of which it has knowledge. Lessee shall be entitled to participate in the defense of any such claim or demand.

8. **USAGE.** The Property shall be used and operated only in compliance with all governmental requirements which Lessee acknowledges will benefit the University of Louisiana at Monroe, including its students and faculty, in the fields of agriculture and atmospheric sciences.

9. **TERMINATION.**

By Lessor. The Lessor may terminate this lease at any time by written notice to the Lessee upon the occurrence of any of the following events of default; failure by the Lessee to pay Rental fees that are due or other sum then payable to Lessor hereunder and such failure continues for more than twenty (20) days after Lessor has issued a written demand notice for payment thereof; any other material breach of the lease that remains uncured for twenty (20) days after Lessor has issued to Lessee a written demand notice of the breach, or Lessee makes or suffers any voluntary or involuntary assignment of Lessee's interest in the Property, or Lessee suffers any lien attachment or levy to become attached to the Property, unless such petition, assignment, appointment, lien, attachment or levy be withdrawn or nullified in twenty (20) days.

10. **INSURANCE.** During the lease term, the Property shall be covered with the following insurance:

Property Insurance (Fire and extended coverage of state-owned contents only) actual cash value.

Comprehensive General Liability. \$1,000,000.00 total claim, one incident.

a. **Procurement and Payment.** All such insurance shall be procured and paid for by Lessee.

b. **Other Insurance.** Lessee shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to or in connection with Lessee's use of any Property.

c. **Persons Protected, Insurers.** All insurance referred to above shall protect, as their interests may appear, the Lessor, the Lessee, any other person having an interest in the Property if he so desires, and any person responsible for the use or operation of the Property.

d. **Proceeds.** Any insurance proceeds received by either party for any loss or casualty that has been made good by the other shall to that extent be paid to the other, unless such other is then in default with respect to any of his obligations hereunder and fails to sure such default.

11. The parties agree that Lessee may assign the lease and/or sublet the property to the State of Louisiana acting by or through the Division of Administration on behalf of University of Louisiana at Monroe.

OPTION TO PURCHASE

1. Lessor declares that it is the sole owner of the 2.84 acres of Property set forth in **Exhibit "A"**, a copy of which is attached hereto and made part hereof.

2. Lessor does hereby grant to Lessee, or its successors and assigns as described above, on the terms and conditions set forth below herein, the exclusive option to purchase the Property described in **Exhibit "A"**.

a. Lessee has constructed a Doppler Radar facility on the Property in question in consideration for the grant of the option to purchase for a period of three (3) years from January 1, 2019.

b. The exclusive option to purchase is granted to Lessee and/or its successors and assigns on the terms and conditions set forth herein being the terms and conditions of the Contract to Buy and Sell that are herein incorporated and made a part hereof.

3. This Option to Purchase shall run concurrently with this lease. All parties acknowledge that the rental payments made during the term of the lease shall be applied to the purchase price at closing if the option to purchase is exercised.

4. The purchase price of the Property and all improvements thereon shall be \$215,000.00 if the option is exercised.

5. The parties agree that Lessee may assign the Option to Purchase the Property to the State of Louisiana acting by or through the Division of Administration on behalf of the University of Louisiana at Monroe.

SUSPENSIVE CONTRACT TO BUY AND SELL IF OPTION TO PURCHASE IS EXERCISED

1. Lessor and Lessee declare that if Lessee or its successors and assigns exercise its option to purchase under the terms of this agreement then Lessor and Lessee will enter into a Contract to

Buy and Sell, which shall contain the following terms and shall govern the sale of all of right, title and interest in the Property described in **Exhibit "A"** (2.84 acres and all improvements thereon) on the following terms and conditions:

a. Lessor and Lessee agree that Lessee shall deliver to Lessor at closing the sales price of \$215,000.00 for the Property and all improvements thereon described in **Exhibit "A"**, which is the subject of this contract.

b. All lease payments made by Lessee shall be applied to and deducted from the purchase price at closing, regardless of whether the University or Corporation may be the purchaser.

c. Lessee shall have the right to examine the title to the Property and notify Lessor within sixty (60) days of the date of closing of any defects that exist in connection with the title. Lessor shall then have the right within thirty (30) days to cure the defects it elects to cure at its cost. In the event Lessor does not cure all of the defects, then Lessee shall have the right to terminate this agreement or purchase the Property subject to such defects. If title is merchantable, then the terms and conditions of this contract are recognized as being a fulfillment of the obligations of Lessee to purchase only merchantable title as set forth hereinabove.

d. Lessor agrees to deliver title free and clear of any encumbrances, mortgages, liens or any other such encumbrances or clouds on the title placed on the Property subsequent to Lessor's acquisition of title to same.

e. Lessee and its successors and assigns shall have the right to inspect the Property and do due diligence testing and notify Lessor within sixty (60) days of the date of closing of any defects that exist in connection with the Property. Lessee or its successor and assigns shall have the right to terminate the Contract to Buy and Sell if it is not satisfied with the inspection and testing and shall so notify Lessor in writing.

f. Closing costs are to be paid by Lessee.

g. Ad valorem taxes to be prorated at the time of sale between Lessor and Lessee; provided however, that the parties do not expect there to be any such ad valorem taxes and if for any reason any such taxes are imposed, all such taxes during the term of the Lease shall be paid by Lessee.

h. Lessor shall be responsible for paying for Deed preparation and any curative title work caused by actions or inactions of Lessor subsequent to its acquisition of title to the Property and Lessee shall be responsible for paying for any other curative title work.

i. Either party hereto who breaches this contract is obligated and agrees to pay all attorney's fees and court costs incurred in enforcing collection and damages. Attorney's fees shall not exceed five percent (5%) of the contract price expressed above.

j. It is specifically acknowledged that there is no right for Lessor or its agents or assigns to do any exploration on the Property described in **Exhibit "A"** to include, but not limited to operations involving recovery of gravel or any other type of surface operation on the Property described in **Exhibit "A"**.

2. When the conditions set forth herein have been satisfied and Lessee or its successors and assigns are in a posture to close the transaction, then Vendee shall notify Lessor of the date for closing, which date shall be no later than ninety (90) days from the date the notice is given by Lessee to Lessor.

3. Lessor reserves the right to all oil, gas and other minerals being located on or under the Property described in **Exhibit "A"** with the following conditions:

a. No oil or gas drilling, derricks, development operations or refining, quarry or mining operations of any kind shall be permitted or maintained by the owners to whom the said Property affected hereby is sold, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in said Property by such owner. The Property described in **Exhibit "A"** restricted hereby may be pooled within other land to form a drilling unit provided that no actual drilling or development operations take place upon the Property described in **Exhibit "A"**.

4. For purposes of this agreement, notice shall be made to the parties at the address indicated below by mail and facsimile to:

Lessor: The University of Louisiana at Monroe Foundation, Inc.
700 University Avenue
Monroe, Louisiana 71209
Attention: President

And

Lessee: If to the Board or to the University:
University of Louisiana at Monroe
Library 6th Floor, Suite 623
700 University Avenue
Monroe, Louisiana 71209-2000
Attention: ULM President

With copies to:

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 Affairs

5. **FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** Lessor shall not be liable for any failure in performing any provision hereof, due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits, other consequential damages or inconvenience due to any theft, damage, loss, defect or failure of the building or the time consumed in recovering, repairing,

servicing or replacing the same. However, there shall be abatement or apportionment of the rental during such time.

6. **ENTIRE AGREEMENT, LAW OF AGREEMENT, ASSIGNMENT AND SUBORDINATION.** The lease constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

7. **APPLICABLE LAW.** The parties intend this agreement to be executed in, and interpreted, construed and enforced in accordance with the laws of the State of Louisiana.

8. The parties agree that Lessee may assign the Contract to Buy and Sell the Property to the State of Louisiana acting by or through the Division of Administration on behalf of the University of Louisiana at Monroe.

This Lease and Option to Purchase and Contract to Buy and Sell was signed before me, the undersigned notary public, in and for Ouachita Parish, Louisiana, and the undersigned witnesses on this _____ day of January, 2019, in Ouachita Parish, Louisiana.

WITNESSES

LESSOR
UNIVERSITY OF LOUISIANA AT MONROE
FOUNDATION

Print Name: _____

BY: _____
Susan G. Hoffmann, President

Print Name: _____

NOTARY PUBLIC

Printed Name: _____
Notary ID No.: _____
Commission Expires: _____

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this _____ day of January, 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
Board Representative

WITNESSES:

Print Name: _____

Print Name: _____

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

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

Item H.9. University of Louisiana at Monroe's request for approval of the Board of Supervisors for the University of Louisiana System for the execution of a Ground Lease Agreement between the Board, acting on behalf of the University, and Provident Group – ULM Properties LLC, in connection with the construction of student housing and related facilities on the University's campus.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe is requesting approval for the execution of a Ground Lease Agreement between the Board, acting on behalf of the University, and Provident Group – ULM Properties LLC, a single member limited liability company organized and existing under the laws of the State of Louisiana, whose sole member is Provident Resources Group Inc. (Tenant). This is a non-profit corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended, as an organization described under Section 501(c)(3) of the Code, in connection with the financing and construction of student housing and related facilities on the University's campus (Project).

The Tenant has selected Servitas, LLC (Developer) to develop the Project. A market and demand analysis obtained by the Developer demonstrated the need and demand for more than 400 beds for on-campus housing. The University desires to collaborate with the Tenant for the development of the Project.

The proposed Project will require the lease of land on the University's campus to the Tenant pursuant to a Ground Lease Agreement. The Tenant will pursue the financing and construction of the Project and the Project will be owned by Tenant and managed by an entity related to the Developer.

The costs of the Project are expected to be financed by the Tenant through the issuance by the Louisiana Local Government Environmental Facilities and Community Development Authority of its not to exceed \$34,000,000 Student Housing Revenue Bonds (Bonds). Debt service payments on the Bonds will be made by the Tenant from revenues derived by the Tenant from operation of the Project. In order to ensure the success of the Project, the Board, on behalf of the University, will enter into a Cooperation Agreement with the Tenant and will agree to take no action or assist any actions taken by others that would materially adversely affect the marketability of the Project or the Project's ability to comply with covenants required in the financing documents.

The Tenant, as the owner of the Facilities, will be solely responsible for maintenance, repair and replacement of the Facilities during the term of the Ground Lease.

The Project will be financed entirely by the Tenant and no University funds are being committed to be used to finance the Project or to maintain the Facilities.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of the form of and authorization to execute a Ground Lease Agreement and a Cooperation Agreement, each between the Board, acting on behalf of the University, and Provident Group – ULM Properties LLC in connection with the financing and construction of student housing and related facilities on the University's campus.

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

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Monroe, and his/her designees, are hereby authorized and directed to execute the Ground Lease and the Cooperation Agreement described herein, and any and all documents necessary in connection with the Project described herein.

AND FURTHER RESOLVED, that the 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

H 9

February 1, 2019

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

Dear Dr. Henderson:

The University of Louisiana Monroe respectfully requests approval for the execution of a Ground Lease Agreement between the Board, on behalf of the University, and Provident Group – ULM Properties LLC, in connection with the construction of student housing and related facilities on the University's campus.

Thank you for consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Bruno".

Nick J. Bruno, Ph.D.
President

Enclosure

#TAKEFLIGHT

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

RESOLUTION

A resolution approving the form and authorizing the execution of a Ground Lease Agreement and a Cooperation Agreement in connection with the lease of a portion of the campus of the University of Louisiana at Monroe to Provident Group – ULM Properties LLC; 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 authorized pursuant to La. R.S. 17:3361 through 17:3365 (the “*Act*”), and other constitutional and statutory authority supplemental thereto, to lease a portion of the campus of the University of Louisiana at Monroe (the “*University*”) to a nonprofit corporation;

WHEREAS, Provident Resources Group Inc. (the “*Corporation*”), is a non-profit corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “*Code*”), as an organization described under Section 501(c)(3) of the Code, and is the sole member of Provident Group – ULM Properties LLC (the “*Borrower*”), a single member limited liability company organized and existing under the laws of the State of Louisiana and a disregarded entity for federal tax purposes;

WHEREAS, the Board desires to enter into a Ground Lease Agreement (the “*Ground Lease Agreement*”) with the Borrower in order to lease a portion of the campus of the University to enable the Borrower to finance the design, construction, furnishing and equipping of student housing and related facilities (the “*Facilities*”) thereon for the students of the University (the “*Project*”);

WHEREAS, the Borrower intends to finance the Project using the proceeds of not to exceed \$34,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Student Housing Revenue Bonds (University of Louisiana at Monroe Project) in one or more series (the “*Bonds*”);

WHEREAS, in connection with the issuance of the Bonds and the financing of the Project, the Borrower and the Board will enter into a Cooperation Agreement (the “*Cooperation Agreement*”) pursuant to which the Board will agree to cooperate with the Borrower to allow the Borrower to achieve certain financial covenants included in the agreements securing the Bonds; and

WHEREAS, the Board now desires to approve and authorize the execution of the Ground Lease and the Cooperation Agreement.

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

SECTION 1. The Ground Lease and the Cooperation Agreement are hereby approved in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be recommended by counsel to the Board.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President of the Board, and the President of the University (each, an "*Authorized Officer*") are each authorized to execute the Ground Lease and the Cooperation Agreement and any certificates, documents or other items necessary in connection with the lease of the land to the Borrower, the Project, and the Bonds, and all actions of such Authorized Officers taken in connection therewith prior to the adoption of this resolution are hereby ratified and approved.

SECTION 3. This resolution shall take effect immediately.

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

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 22nd day of February, 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 Assistant Secretary to the Board of Supervisors for the University of Louisiana System (the "*Board*") do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board on February 22, 2019 approving the form and authorizing the execution of a Ground Lease Agreement and a Cooperation Agreement in connection with the lease of a portion of the campus of the University of Louisiana at Monroe to Provident Group – ULM Properties LLC; approving the execution of any and all documents and certificates in connection therewith; and providing for other matters in connection therewith.

I further certify that said Resolution has not been amended or rescinded and is in full force and effect.

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

[SEAL]

Assistant Secretary

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

- Item H.10.** University of Louisiana at Monroe's request for approval of the Board of Supervisors for the University of Louisiana System for the execution of an amendment to the Ground Lease Agreement between the Board, acting on behalf of the University, and the Harvey W. Peters Research Foundation, in connection with the construction of a medical school on the University's campus for the purpose of adding property to the Ground Lease.

EXECUTIVE SUMMARY

The University is requesting Board approval for the execution of an amendment to the Ground Lease Agreement (Original Ground Lease) between the Board, acting on behalf of the University, and the Harvey W. Peters Research Foundation, a South Dakota nonprofit corporation and a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code (Tenant), for the purpose of adding property (approximately one acre) to the Original Ground Lease.

Pursuant to its nonprofit purposes, Tenant supports and assists Edward Via Virginia College of Osteopathic Medicine (VCOM), a nonprofit corporation and tax-exempt medical school organized and existing under laws of the Commonwealth of Virginia, whose mission is to educate and train physicians, including patient-centered physicians, through collaboration with universities to alleviate the critical shortage of physicians in rural areas of the Appalachian region and the southeastern United States. Tenant is the sole member of VCOM.

At its June 21, 2018 meeting, the Board approved the execution of the Original Ground Lease for the purpose of allowing the Tenant to finance and construct a medical school and related improvements, which will be owned by the Tenant and subleased to VCOM, on the University's campus (Project). The Tenant now requires additional property to be added to the Original Ground Lease in order to complete the Project. The Project will be financed entirely by the Tenant and VCOM and no University funds are being committed to be used to finance the Project or to maintain the Project.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of the Board of Supervisors for the University of Louisiana System for the execution of an amendment to the Ground Lease Agreement between the Board, acting on behalf of the University, and the Harvey W. Peters Research Foundation, in connection with the construction of a medical school on the University's campus for the purpose of adding property to the Ground Lease.

BE IT FURTHER RESOLVED, that the Board also hereby authorizes, approves, and consents to each and every sublease and assignment of the Ground Lease as permitted by, and in accordance with the requirements and other provisions of, the Ground Lease.

BE IT FURTHER RESOLVED, that the 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 the University, and his or her designee, are hereby authorized and directed to execute the Amendment as described herein and any and all documents necessary in connection with the project described herein.

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



Office of the President

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

H 10

February 1, 2019

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

Dear Dr. Henderson:

The University of Louisiana Monroe respectfully requests approval of the amendment to the ground lease agreement between the Board, on behalf of the University, and Harvey W. Peters Research Foundation, in connection with the construction of a medical school on the University's campus for the purpose of adding property to the Ground Lease.

Thank you for consideration of our request.

Sincerely,

Nick J. Bruno, Ph.D.
President

Enclosure

#TAKEFLIGHT

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by _____:

RESOLUTION

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO GROUND LEASE AGREEMENT WITH RESPECT TO PORTIONS OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE IN CONNECTION WITH THE CONSTRUCTION OF A MEDICAL SCHOOL ON THE UNIVERSITY'S CAMPUS.

WHEREAS, University of Louisiana at Monroe (the "*University*") is under the management of the Board of Supervisors for the University of Louisiana System (the "*Board*") pursuant to La. R.S. 17:3217 and is requesting the approval of the Board for the execution of an amendment to the Ground Lease Agreement dated October 18, 2018 (the "*Original Ground Lease*") by and between the Board, acting on behalf of the University, and the Harvey W. Peters Research Foundation (the "*Tenant*") for the purpose of adding additional property to the Original Ground Lease;

WHEREAS, the Tenant is a private nonprofit corporation organized and existing under the South Dakota Nonprofit Corporation Act and is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, pursuant to its nonprofit purposes, Tenant supports and assists Edward Via Virginia College of Osteopathic Medicine ("*VCOM*"), a nonprofit corporation and tax-exempt medical school organized and existing under the Virginia Nonstock Corporation Act, whose mission is to educate and train physicians, including patient-centered physicians, through collaboration with universities to alleviate the critical shortage of physicians in rural areas of the Appalachian region and the southeastern United States;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private nonprofit corporation, such as Tenant or VCOM, any portion of the campus of the University (the "*Campus*");

WHEREAS, at its June 21, 2018 meeting, the Board approved the execution of the Original Ground Lease, in order to further the public purposes of the University and the functions of the Board, providing that a portion of the Campus (along with ingress and egress and servitudes for utilities) be leased to Tenant for the purpose of constructing medical school facilities thereon to be owned by Tenant and subleased by Tenant to VCOM and to constitute a branch campus of VCOM's existing medical school on the Campus;

WHEREAS, the Original Ground Lease provides that the Board and Tenant may amend the Original Ground Lease to add additional property;

WHEREAS, the Board desires to authorize the execution of an Amendment to Ground Lease (the "*Amendment*") to amend the Original Ground Lease to add additional property that is more particularly described on Exhibit A attached hereto (the "*Additional Property*") and to provide for other matters with respect thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System (the "*Board*") does hereby approve the University of Louisiana at Monroe's (the "*University*") request for the execution of an Amendment to Ground Lease Agreement (the "*Amendment*"),

which supplements and amends that certain Ground Lease Agreement dated October 18, 2018 (the "*Original Ground Lease*" and, together with the Amendment, the "*Ground Lease*"), each by and between the Board, acting on behalf of the University, and the Harvey W. Peters Research Foundation in connection with the lease of land on the University's campus, to add the additional property that is more particularly described on Exhibit A hereto and made a part hereof (the "*Additional Property*"), and such Amendment is hereby expressly approved.

BE IT FURTHER RESOLVED, that the Board also hereby authorizes, approves, and consents to each and every sublease and assignment of the Ground Lease as permitted by, and in accordance with the requirements and other provisions of, the Ground Lease.

BE IT FURTHER RESOLVED, that the 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 the University, and his or her designee, are hereby authorized and directed to execute the Amendment as described herein and any and all documents necessary in connection with the project described herein.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 February, 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

[SEAL]

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, Carol Slaght, the undersigned Assistant to the Board of the Board of Supervisors for the University of Louisiana System (the "*Board*"), do hereby certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Board on February ___, 2010 captioned as follows:

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO GROUND LEASE AGREEMENT WITH RESPECT TO PORTIONS OF THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT MONROE IN CONNECTION WITH THE CONSTRUCTION OF A MEDICAL SCHOOL ON THE UNIVERSITY'S CAMPUS.

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 February, 2019.

Name:
Title:

[SEAL]

EXHIBIT A
Description of the Additional Property
[Attached]

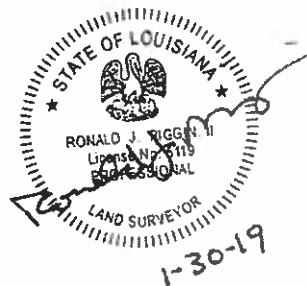
1.111 Acre± Tract
Section 39, T18N, R4E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 18S010.01

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Lots 24 & 25, Block 4, of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1" iron rod at the southeast corner of Lot 20, Block 4 of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana; proceed in a southwesterly direction along the south line of said Lot 20, the north right-of-way line of Bon Aire Drive (60' R.O.W.) and a curve to the right, an arc distance of 115.68 feet (Radius=970.00 feet, Chord= South 71°41'01" West - 115.61 feet) to a found 5/8" rebar; thence proceed South 75°06'00" West along the south line of Lots 20, 21, 22 & 23, Block 4 of said subdivision and the north right-of-way line of Bon Aire Drive, a distance of 714.84 feet to a found 5/8" rebar at the southeast corner of Lot 24, Block 4 of said subdivision; thence proceed in a southwesterly direction along the south line of said Lot 24, the north right-of-way line of Bon Aire Drive (60' R.O.W.) and a curve to the right, an arc distance of 55.40 feet (Radius=570.00 feet, Chord= South 77°53'03" West - 55.38 feet) to a found 5/8" rebar and the **POINT OF BEGINNING**; thence proceed in a southwesterly direction along the south line of said Lot 24, the north right-of-way line of Bon Aire Drive (60' R.O.W.) and a curve to the right, an arc distance of 156.83 feet (Radius=570.00 feet, Chord= South 88°33'03" West - 156.34 feet) to a found 1-1/4" iron pipe at the southeast corner of Lot 25, Block 4 of said subdivision and the southeast corner of a certain 0.385 acre tract conveyed to the State of Louisiana, Board of Trustees for State Colleges and Universities by deed recorded in Conveyance Book 1619, Page 776 of the records of Ouachita Parish, Louisiana; thence proceed in a northwesterly direction along the south line of said Lot 25, the south line of said 0.385 acre tract, the north right-of-way line of Bon Aire Drive (60' R.O.W.) and a curve to the right, an arc distance of 75.22 feet (Radius=570.00 feet, Chord= North 79°47'10" West - 75.16 feet) to a found 5/8" rebar at the southwest corner of said 0.385 acre tract; thence proceed North 06°26'00" East along the west line of said 0.385 acre tract, a distance of 220.04 feet to a found 5/8" rebar at the northwest corner of said 0.385 acre tract; thence proceed South 83°34'00" East along the north line of said 0.385 acre tract, a distance of 75.00 feet to a found 5/8" rebar at the northeast corner of said 0.385 acre tract and also on the east line of Lot 25, Block 4 of said subdivision; thence proceed North 83°32'14" East, a distance of 117.12 feet to a found 5/8" rebar; thence proceed South 03°36'49" East, a distance of 233.28 feet to the **POINT OF BEGINNING**, containing 1.111 acres, more or less, and being subject to all easements, servitudes, and rights-of-way of record and/or of use.

This description is based on the Boundary Survey performed by Ronald J. Riggan, II, Professional Land Surveyor on January 30, 2019.



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

FACILITIES PLANNING COMMITTEE

February 22, 2019

Item H.11. University of New Orleans' request for approval to name the auditorium in the College of Engineering Building the "Dr. Fritz Dohse Auditorium."

EXECUTIVE SUMMARY

The University of New Orleans seeks approval to name the auditorium in the College of Engineering Building the "*Dr. Fritz Dohse Auditorium.*" Dohse was born in Göttingen, Germany on February 2, 1925. In 1950, he was given the opportunity to study in the United States and initially enrolled in Northwestern State University and later transferred to LSU. After completing his master's degree, he accepted a teaching position at the Baton Rouge campus and was among the first faculty to teach on the New Orleans campus. Realizing that his career was going to require further education, he entered a doctoral program at the University of Illinois. During those years, he taught courses while working on his doctorate. In 1961, he received a fellowship enabling him to focus on completing his Ph.D. and, by the following year, he had earned his degree.

Returning to New Orleans, he helped design the bachelor's degree program in engineering sciences, which the school implemented in 1965. The program was administered through the Department of Engineering Sciences within the College of Sciences, and in 1971 a Master of Science was offered. The department was elevated to a School of Engineering in 1973 and in 1980 the school became a fully accredited College of Engineering with three different degree options serving 600 students. In 1981, a new program in naval architecture and marine engineering joined the mechanical, electrical, and civil engineering degree programs in the College of Engineering.

Dr. Dohse also focused his efforts on building strong relationships with various regional constituencies. He worked with local businesses to ensure that the program remained relevant to their needs, and he helped develop cooperative agreements with minority-serving colleges of the region to build educational pathways so that more students could earn engineering degrees. His final achievement was to help secure the funds for the engineering building that still stands prominently on the campus.

Finally, Dr. Dohse established the Founding Dean's Award Endowment, a scholarship that supports African-American students pursuing engineering. Recent fundraising efforts in his memory have enhanced this endowment.

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 name the auditorium in the College of Engineering Building the "Dr. Fritz Dohse Auditorium."*



H 1 1

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

January 2, 2019

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

Re: *Dr. Fritz Dohse Auditorium*

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of the auditorium located within the College of Engineering building complex on the University of New Orleans campus as the "*Dr. Fritz Dohse Auditorium*" be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter. You may reach me via email at jnicklow@uno.edu.

Sincerely,

John W. Nicklow, PhD
President

To: University of Louisiana System President James B. Henderson and members of the University of Louisiana Board of Supervisors

Date: January 2, 2019

Re: *Dr. Fritz Dohse Auditorium*

1. Summary

The University of New Orleans ("University") requests that the auditorium located within the College of Engineering building complex be dedicated as "*The Dr. Fritz Dohse Auditorium*" in recognition of Dr. Fritz Dohse as the University's founding dean of the College of Engineering. He passed away at his home near Freiburg, Germany on August 12 at the age of 93.

Fritz Dohse came to the University when it was known as Louisiana State University in New Orleans in the spring of 1960. When he arrived, the campus was primarily composed of buildings inherited from the old naval air base. He was one of two instructors responsible for teaching courses in the engineering technology curriculum. From this humble beginning, Dohse worked tirelessly for the next 24 years to build the University's College of Engineering.

Dohse was born in Göttingen, Germany on February 2, 1925. He grew up during difficult times experiencing Nazi rule and the war. Shortly after being drafted into the German Army in 1943, he caught typhoid fever and later developed tuberculosis. In 1945 he was a prisoner in the Russian-occupied sector of Germany, but managed to escape to the West. He survived the next few years despite chronic food shortages and severe poverty.

In 1950, Dr. Dohse was given the opportunity to study in the United States. He initially enrolled in Northwestern State University but later transferred to LSU. After completing his master's degree, he accepted a teaching position at the Baton Rouge campus, and was among the first faculty to teach on the New Orleans campus. Realizing that his career was going to require further education, he entered a doctoral program at the University of Illinois.

During those years, he taught courses while working on his doctorate. In 1961, he received a fellowship enabling him to focus on completing his Ph.D. and, by the following year, he had earned his degree. Returning to New Orleans, he helped design the bachelor's degree program in engineering sciences, which the school implemented in 1965. The program was administered through the Department of Engineering Sciences within the College of Sciences; in 1971, a master of science was offered. The department was elevated to a School of Engineering in 1973 and, in 1980, the school became a fully accredited College of Engineering with three different degree options serving 600 students. In 1981, a new program in naval architecture and marine engineering joined the mechanical, electrical and civil engineering degree programs in the College of Engineering.

Dohse also focused his efforts on building strong relationships with various regional constituencies. He worked with local businesses to ensure that the program remained relevant

to their needs, and he helped develop cooperative agreements with minority-serving colleges of the region to build educational pathways so that more students could earn engineering degrees. His final achievement was to help secure the funds for the engineering building that still stands prominently on the campus.

During his dedication address for the new building in 1987, he enthusiastically stated, "I proudly join you in wishing this building well, together with the faculty, staff and students bringing it to life. May they be blessed with success."

Dr. Doshe also established the Founding Dean's Award Endowment, a scholarship that supports African-American students pursuing engineering. Recent fundraising efforts in his memory have enhanced this endowment.

Dohse is survived by his wife, Helga Dohse, his three sons and their wives: Till and Michele Dohse, Hans and Monika Dohse, and Dirk and Renate Dohse; and six grandchildren: Sonja, Katja, Stefan, Lukas, Nils and Mirko.

2. Budget Note

Not applicable. The cost of any plaques or other expense related to the naming will be paid for with non-state funds.

3. Related Documents

This proposal is in compliance with University of Louisiana Board of Supervisors: C-VI Facilities Planning

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

FACILITIES PLANNING COMMITTEE

February 22, 2019

Item H.12. University of New Orleans' request for approval to enter into a Memorandum of Understanding with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, to proceed with the development and execution of a future lease agreement pursuant to the authority vested in La. R.S. 17:3361.

EXECUTIVE SUMMARY

UNO requests approval to enter into a Memorandum of Understanding with Hynes Charter School Corporation and Friends of Hynes, to proceed with the development and execution of a future lease agreement. The lease to Friends of Hynes will more fully identify the property on the UNO campus. Friends of Hynes will then design and construct, at its sole cost, a facility to house a Charter School and will execute a sublease with Hynes to provide a quality education for K-8th students in the area. Friends of Hynes will pay UNO a \$1.00 per year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to enter into a Memorandum of Understanding with Hynes Charter School Corporation and Friends of Hynes, both not-for-profit corporations, to proceed with the development and execution of a future lease agreement pursuant to the authority vested in La. R.S. 17:3361.*

***BE IT FURTHER RESOLVED,** that University of New Orleans 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 President of University of New Orleans or his or her designee is hereby designated and authorized to execute any and all documents associated with said lease.*

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



THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

January 25, 2019

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

Re: MOU between Hynes Charter School Corporation and UNO

Dear Dr. Henderson,

I am requesting approval of an MOU between Hynes Charter School Corporation, Friends of Hynes and the University of New Orleans with the intent to execute a Lease, Sublease and other mutually beneficial future agreements.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“**MOU**”) is made and entered into as of _____, 2019 by and among Hynes Charter School Corporation, a Louisiana nonprofit corporation (“**Hynes**”), Friends of Hynes, a Louisiana nonprofit corporation (“**Friends of Hynes**”), and University of New Orleans (“**UNO**”), a public Louisiana university under the management and control of the Board of Supervisors (the “**Board**”), the governing Board for the University of Louisiana System (“**UL System**”) by operation of law, collectively the “**Parties**”.

RECITALS

WHEREAS, Hynes is a Louisiana nonprofit formed for the purposes of operating charter schools in Orleans Parish, Louisiana and providing quality education shaping leaders for a changing world;

WHEREAS, Hynes is authorized to operate a new charter school called Hynes Charter School at UNO in Orleans Parish, Louisiana (the “**Charter School**”) pursuant to that certain Type 1 Charter School Operating Agreement with an Effective Date of July 1, 2019 (the “**Charter Agreement**”), a true and correct copy of which is attached hereto as Exhibit A;

WHEREAS, Friends of Hynes is a Louisiana nonprofit corporation formed for the purpose of providing support to Hynes and is a type II supporting organization to Hynes;

WHEREAS, UNO is a Louisiana university created by operation of law for the purpose of serving national and international students and enhancing the quality of life in New Orleans, the state, the nation, and the world, by participating in a broad array of research, service learning, cultural and academic activities;

WHEREAS, UNO will submit this MOU for approval to the UL System Board at its February 22, 2019 meeting to proceed with the development and execution of a lease agreement (the “**Lease**”) for property on the campus of UNO, to be more fully identified in the Lease, to Friends of Hynes who in turn will design and construct, at its sole cost, a facility to house a charter school and will execute a sublease (the “**Sublease**”) with Hynes to provide quality education for K-8th students in the area.

WHEREAS, UNO desires to execute the Lease to Friends of Hynes of a certain parcel of property on UNO’s campus, to be determined, for One Dollar (\$1.00) per year, under the authority granted to it in accordance with La. R.S. 17:3361, for the purpose of constructing the new school building or buildings (the “**Project**”), which upon completion will be leased by Friends of Hynes to Hynes, for a term no less than the term of the Charter Agreement, for Hynes to use in the operation of the Charter School with the terms and conditions of the lease mutually acceptable to UNO through its Board, Friends of Hynes and Hynes and proceeding in accord with the legal requirements under La. R.S. 17:3361. ;

WHEREAS, the Project will result in positive exposure of UNO’s commitment to the community and offer benefits to the UNO community, its faculty, staff and students in a number

of ways, including but not limited to: energizing course offerings for next generation teachers, including expanded research and observation opportunities with elementary students; additional enrollment by Hynes faculty and staff, an increased pipeline (Hynes and BFHS graduates) to UNO – a PK-20 site; opportunities for collaborative efforts to provide professional development offerings for city charter schools; increase accessibility for children of UNO employees to high quality elementary education opportunities; provide collaborative grant opportunities with increased funding for programs and research; exploration of possible shared service agreements with economic savings (food, utilities, IT, facilities, etc.) and access to K-8 summer camp enrollment.

WHEREAS, in consideration of UNO’s Lease of Project Parcel to Friends of Hynes, Hynes desires to provide to UNO an enrollment preference for dependent children of UNO’s permanent employees pursuant to LSA-RS § 17:3991.1; and

WHEREAS, Hynes, Friends of Hynes and UNO desire to enter into this MOU in order to memorialize the foregoing Recitals and the other terms and conditions provided for herein pursuant to LSA-R.S. 17:3991.1 to evidence their intent to execute a Lease and Sublease in accordance with R.S. 17:3361, et seq. and to enter into future agreements of benefit to the Parties.

AGREEMENT

NOW, THEREFORE Hynes, UNO and Friends of Hynes enter into this MOU to evidence their intent to execute a Lease, Sublease and other mutually beneficial future agreements:

Section 1. Covenants of UNO. UNO covenants and agrees:

- (a) to execute the Lease of the agreed upon Project Parcel to Friends of Hynes at the cost of One Dollar (\$1.00) annually, to be used solely for the purpose of the construction of the Project;
- (b) the Project Parcel will be property on the UNO’s main lakefront campus to be agreed upon by the Parties hereto and identified in the mutually-agreed upon Lease upon execution by the Parties that consists of at least ____ acres and is accessible for school traffic demands;
- (c) to identify mutually beneficial projects with Hynes including professional development, programming and sponsorship of associated events and activities in betterment of Hynes, its staff and its students and UNO; and
- (d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 2. Covenants of Friends of Hynes. Friends of Hynes covenants and agrees:

(a) to enter into referenced mutually-agreeable Lease with UNO, for the purpose of construction of the Project;

(b) to pursue in good faith the financing and construction the Project on Project Parcel;

(c) to share with Hynes responsibility for all ordinary upkeep, maintenance and repairs of the leased premises, except for any repairs which are necessitated in whole or in part through the fault or neglect of UNO and to provide, install and pay for all cost and expenses associated with equipment necessary to conduct the charter school business on the leased premises.

(d) once the Project is complete, to enter into a Sublease agreement with Hynes for use the Project Parcel and Project for the operation of the Charter School for a term not less than the duration of the Charter Agreement; and

(e) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 3. Covenants of Hynes. Hynes covenants and agrees:

(a) to operate the Charter School in accordance with its Charter Agreement;

(b) to execute a Sublease with Friends of Hynes for the Project Parcel and Project and to use such property in the operation of the Charter School;

(c) to include in the Charter Agreement appropriate provisions wherein Hynes agrees to a fifteen (15%) percent enrollment preference for dependent children of permanent employees of UNO, as the definition of permanent employees is determined by UNO; and

(d) to execute any and all documents necessary to consummate the transactions contemplated herein.

Section 4. The Project. The Parties agree that the Project construction shall proceed under the legal parameters of R.S. 17:3361 subject to all applicable laws, with Hynes and Friends of Hynes design models with structural design standards reviewed by State facility Planning to ensure International Building codes and ADA standards are incorporated.

Section 5. The Charter School. The Parties agree that, subject to the terms and conditions of the Charter Agreement, Hynes will have exclusive control over all operational aspects of the Charter School, including, but not limited to, academics, human resources, and contracts with service providers.

Section 6. Enforcement.

Section 6.1. MOU is a Preliminary Understanding. The preliminary understandings expressed in this MOU are subject to and conditioned upon (a) the negotiation and execution by the Parties of a mutually-acceptable Lease and Sublease, (b) Friends of Hynes securing satisfactory financing for the Project and (c) Hynes obtaining and maintaining the “Charter Agreement”.

Section 6.2. Remedies for Breach. In the event that any party breaches this MOU, the sole and exclusive remedy will be termination of this MOU; provided that the party breaching this MOU shall be given written notice and a reasonable opportunity to cure its breach (such opportunity to cure not to exceed 90 days from receipt of written notice of breach).

Section 7. Miscellaneous.

Section 7.1 Assignment. This MOU is personal to each of the Parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 7.2 Amendments, Supplements, and Modifications. No amendment or modification to this MOU shall be valid unless and until executed in writing by the duly authorized representatives of each party to this MOU.

Section 7.3 Third Party Beneficiaries. This MOU is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 7.4 Negation of Partnership, Joint Venture and Equity Interest. Except to the extent necessary for UNO to qualify under LSA-RS § 17:3991.1C, nothing contained in this MOU shall constitute or be construed to be or to create a partnership, joint venture or other venture among Hynes, Friends of Hynes and/or UNO.

Section 7.5 Headings. The headings of this MOU are for convenience of reference only and shall not form part of, or affect the interpretation of, this MOU.

Section 7.6 Severability. In the event that any provision of this MOU is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

Section 7.7 Execution in Counterparts. This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana.

Section 7.9 Recitals. The foregoing recitals are hereby incorporated into and made a part of this MOU, including all defined terms referenced therein.

[Signatures to Follow]

[Signature Page to MOU]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the ____ day of _____, 2019.

HYNES CHARTER SCHOOL CORPORATION

By: _____

Name: _____

As Its: _____

FRIENDS OF HYNES

By: _____

Name: _____

As Its: _____

UNIVERSITY OF NEW ORLEANS

By: _____

Name: _____

As Its: _____

EXHIBIT A
CHARTER AGREEMENT