

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

FACILITIES PLANNING COMMITTEE

December 3, 2020

Item H.1. **Nicholls State University's** request for approval amend its 5-Year Capital Outlay submission to include the project to replace the bridge at Lafourche Crossing Farm.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission in August of 2020 by adding a project to replace the bridge at the Lafourche Crossing Farm with a new concrete bridge. This bridge is in deplorable condition and has been deemed unsafe for travel by the University's Environmental Health & Safety Office. With the expansion of coastal initiatives and in order to allow the Biology Department the ability to continue research in areas that are no longer accessible, it is crucial that this bridge is replaced.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before November 1 as a Late Submission. The cost of this project is estimated at \$400,000.

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 Nicholls State University's request to amend its 5-Year Capital Outlay submission to include the project to replace the bridge at Lafourche Crossing Farm.



Nicholls State University

Office of the President

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

H.1.

November 13, 2020

Via Electronic Transmittal Only

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 3, 2020 meeting of the Board of Supervisors for the University of Louisiana System:

Revised Capital Outlay Budget Request for FY 2020-2021 & Five Year Plan.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune
President

JC/apf

Enclosures

c: Dr. Alex Arceneaux, Executive Vice President
Dr. Sue Westbrook, Provost and Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Interim Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources and Chief Diversity and Inclusion Officer
Ms. Paulette Mayon, Internal Auditor
Dr. James Stewart, Faculty Senate President/ Faculty Association Representative
Ms. Renee Hicks, Assistant Vice President of Strategic Initiatives, Effectiveness and Planning
Ms. Monique Crochet, Executive Director of External Affairs



Nicholls State University

Office of the President

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

November 13, 2020

Via Electronic Transmittal Only

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

RE: Lafourche Crossing Farm, Bridge Replacement Project
Late Submission of eCORTS

Dear Dr. Henderson,

We are requesting that the above referenced project be added to the University's FY 21 – 22 Capital Outlay Request.

For approximately ten (10) years, the bridge at the Lafourche Crossing Farm has been deemed unsafe to travel on by our Environmental Health & Safety Office. The bridge is dangerous to vehicular and pedestrian traffic. Without this bridge in service, the Biology Department has restricted access to the back of the property. This complicates research efforts involving the back ponds. Much of this work centers on developing grasses and plants that will stabilize our coastline in Lafourche Parish as well as along the entire Louisiana coast. It is crucial to the University that the bridge is replaced.

In the past, the University has had limited success in attracting donors to assist in funding efforts. This project has since been re-prioritized and with the expansion of coastal initiatives, there has been significant interest in moving forward with the replacement of the bridge.

Please find the attached revised Five Year Plan, along with a copy of the eCORTS submission, which has been submitted electronically through the eCORTS system.

I am requesting that this item be placed on the December 2020 meeting of the Board of Supervisors for the University of Louisiana System. Should you have any questions or concerns, please feel free to contact me at (985) 448-4001. Thank you for your consideration.

Sincerely,

Jay Clune
President

Attachments

FY 2021-22 - FY 2025-26

PROJECT TITLE	1st Yr	INSTL.	FUNDING	PREVIOUS											5-YEAR	TOTAL	
	Requested	PRIORITY	SOURCE	FUNDING	**	FY 21-22	**	FY 22-23	**	FY 23-24	**	FY 24-25	**	FY 25-26	**	REQUEST	COST
ADA Upgrades, Multi-Building	2012	E-1	G.O.			\$ 4,544,507		\$ 4,544,508								\$ 9,089,015	\$ 9,089,015
Fire Alarm Integration, Multi-Building	2015	E-2	G.O.			\$ 1,970,006										\$ 1,970,006	\$ 1,970,006
Guidry Stadium Structural Repairs	2011	E-3	G.O.			\$ 4,089,683										\$ 4,089,683	\$ 4,089,683
Campus Safety / Technology Enhancements	2016	E-4	G.O.			\$ 3,316,314										\$ 3,316,314	\$ 3,316,314
Campus Street Light Replacement	2015	E-5	G.O.			\$ 4,907,620										\$ 4,907,620	\$ 4,907,620
Renovation & Addition to Athletic Facility, Phase II	2020	C-1	G.O.			\$ 3,400,000										\$ 3,400,000	\$ 3,400,000
Renovation of & Addition to Athletic Facility, Planning & Construction, Phase I	2014	C-2	G.O.	\$ 6,701,900		\$ -		\$ -								\$ -	\$ 6,600,000
			Self-Gen			\$ 2,000,000						\$ 2,000,000	\$ 2,000,000				
Greenhouse Improvements	2019	C-3	G.O.			\$ 377,959		\$ 269,970								\$ 647,929	\$ 647,929
Stopher Hall ADA Restroom Upgrades	2018	C-4	G.O.	\$ 150,000		\$ 108,859		\$ 1,631,410								\$ 1,740,269	\$ 1,890,269
Athletic Facilities - Didier Field/Softball Complex Renovation, Planning & Construction	2013	C-5	G.O.			\$ 592,625		\$ 6,974,875								\$ 7,567,500	\$ 7,567,500
Fieldhouse, Planning & Construction	2013	C-6	G.O.	\$ 139,258		\$ 290,405		\$ 3,294,455								\$ 3,445,602	\$ 3,584,860
Coastal Center Facility	2020	N-1	G.O.			\$ 4,250,000	Interagency Funds	\$ 5,750,000								\$ 10,000,000	\$ 10,000,000
			Self-Gen		\$ 5,000,000	\$ 5,000,000						\$ 10,000,000	\$ 10,000,000				
Lafourche Crossing Farm, Bridge Replacement	2020	N-2	G.O.			\$ 350,000										\$ 350,000	\$ 350,000
			Self-Gen		\$ 50,000						\$ 50,000	\$ 50,000					
Leighton Drive Drainage Improvements & Raising Level of Street, Planning & Construction	2020	N-3	G.O.			\$ 5,000,000										\$ 5,000,000	\$ 5,000,000
New Residence Hall Building, Planning & Construction	2020	N-4	G.O.			\$ 1,464,000		\$ 16,804,000								\$ 18,268,000	\$ 18,268,000

Greek Life Center, Planning & Construction	2020	N-5	G.O.		\$ 1,400,000						\$ 1,400,000	\$ 1,400,000
Ellender Library Modernization	2019	N-6	G.O.		\$ 4,542,944	\$ 10,431,792					\$ 14,974,736	\$ 14,974,736
Peltier Hall Air Handlers Replacement	2018	N-7	G.O.		\$ 3,375,430						\$ 3,375,430	\$ 3,375,430
Air Handlers Replacement, Planning & Construction, Multi-Building	2014	N-8	G.O.		\$ 395,920	\$ 4,009,121					\$ 4,405,041	\$ 4,405,041
Telephone Switch Upgrade	2015	N-9	G.O.		\$ 3,484,105						\$ 3,484,105	\$ 3,484,105
Chiller/Cooling Tower Replacement, Campus Main Chilled Water System	2014	N-10	G.O.		\$ 372,266	\$ 4,094,927					\$ 4,467,193	\$ 4,467,193
Information Technology Center Renovation, Planning & Construction	2007	N-11	G.O.		\$ 897,212	\$ 4,045,275					\$ 4,942,487	\$ 4,942,487
Polk Hall Renovation, Planning & Construction	2015	N-12	G.O.		\$ 780,364	\$ 3,329,369	\$ 228,980				\$ 4,338,713	\$ 4,338,713
Peltier Hall Renovation, Planning & Construction	2011	N-13	G.O.		\$ 5,089,895	\$ 41,417,681	\$ 7,551,858				\$ 54,059,434	\$ 54,059,434
Roof Replacements, Planning & Construction, Multi-Building	2014	N-14	G.O.		\$ 2,383,064						\$ 2,383,064	\$ 2,383,064
Electrical Upgrade III	2002	N-15	G.O.		\$ 2,713,348						\$ 2,713,348	\$ 2,713,348
Polk Hall Window Replacement, 1st Floor	2019	N-16	G.O.		\$ 227,377						\$ 227,377	\$ 227,377
Polk Hall Window Replacement, 2nd Floor	2019	N-17	G.O.		\$ 151,585						\$ 151,585	\$ 151,585
Peltier Hall Air Handler Replacement, No.10	2019	N-18	G.O.		\$ 200,359						\$ 200,359	\$ 200,359
Peltier Hall Auditorium Air Handlers Replacement	2019	N-19	G.O.		\$ 400,715						\$ 400,715	\$ 400,715
Powell Hall Air Handler Replacement	2019	N-20	G.O.		\$ 278,248						\$ 278,248	\$ 278,248
Ellender Library Roof Replacement	2019	N-21	G.O.		\$ 1,148,476						\$ 1,148,476	\$ 1,148,476
Candies Hall Roof Replacement	2019	N-22	G.O.		\$ 140,061						\$ 140,061	\$ 140,061
ADA Sidewalk Replacement	2019	N-23	G.O.		\$ 85,868						\$ 85,868	\$ 85,868
Picciola Hall Roof Replacement	2019	N-24	G.O.		\$ 78,291						\$ 78,291	\$ 78,291
Gouaux Hall Roof Replacement	2019	N-25	G.O.		\$ 1,071,336						\$ 1,071,336	\$ 1,071,336

Operations & Maintenance Building	1983	N-26	G.O.			\$ 1,315,369		\$ 15,504,059					\$ 16,819,428	\$ 16,819,428
Assembly Center, Planning & Construction	1984	N-27	G.O.					\$ 1,844,829	\$ 12,232,757	\$ 15,922,414			\$ 30,000,000	\$ 30,000,000
TOTALS				\$ 6,991,158		\$ 72,244,211		\$ 128,946,271	\$ 20,013,595	\$ 15,922,414			\$ 236,987,233	\$ 243,876,491

Project ID 565945
Project Level Agency
NICHOLLS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-621 - Lafourche Crossing Farm, Bridge Replacement

Project

Page 1

Title

Lafourche Crossing Farm, Bridge Replacement

Location 104 Thoroughbred Drive

Priority

☐
☒
☐

Emergency Project
Current Project Requirements
Anticipated Program Needs

State IDs

Local/Agency 1 of 1

Department of

Management Board of

Applicant

Agency 621 NICHOLLS

Schedule 19-621

Department 19 EDUCATION

Parish LAFOURCHE

Senate District 20

House District 55

Site Code

Local/Agency

User

Nicholls State Un.

Contact

Scott Williams

Phone Number

985-448-4780

Fax

985-449-7040

E-Mail

scott.williams@nicholls.edu

Address

P.O. Box 2012

City/State/Zip

Thibodaux LA 70301

Department

User

UL System

Contact

Bruce Janet

Phone Number

225-219-0265

Management Board

User

Board of Regents

Contact

Chris Herring

Phone Number

225-342-4253

Cost Estimates

	Local/Agency	Department	Management Board	FPC
Land/Building Acq.	0	0	0	
Planning 10%	33,333	0	0	
Construction	333,334	0	0	
Hazardous Materials	0	0	0	
Subtotal	366,667	0	0	
Misc./Contingency	33,333	0	0	
Equipment	0	0	0	
Total	400,000	0	0	

Time Estimates

Planning (months)	3	0	0	
Construction (months)	6	0	0	

If planning has begun, when will it be completed?

Project ID 565945
Project Level Agency
NICHOLLS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-621 - Lafourche Crossing Farm, Bridge Replacement

Prior Funding

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FPC Project No. Assigned to Prior Funding

Sub-project No.

Authorized Means of Financing	Amount	Year	Act#	Priority	Bond	Credit
	0	0		0		
	0	0		0		
	0	0		0		
	0	0		0		
	0	0		0		
Total	\$0					

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	350,000	0	0	0	0	\$350,000
IAT	0	0	0	0	0	\$0
*Local Funds	0	0	0	0	0	\$0
*Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	50,000	0	0	0	0	\$50,000
*Revenue Bonds	0	0	0	0	0	\$0
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	0	0	0	0	0	\$0
Total	\$400,000	\$0	\$0	\$0	\$0	\$400,000

Capital Outlay/Self-Gen

*Describe specific source of funds

**Type of Statutory Dedication

What fiscal year (FY) was the project or program first submitted for consideration? 2020

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name Dr. Jay Clune Title President Date 10/21/2020

Comments

For approximately ten (10) years, the bridge at the Lafourche Crossing Farm has been deemed unsafe to travel on by the Environmental Health & Safety Office. The bridge is dangerous to vehicular and pedestrian traffic and is in dire need of replacement. Without this bridge, the Biology Department has restricted access to the back of the property. This complicates research efforts involving the back ponds. Much of this work centers on developing grasses and plants that will stabilize our coastline in Lafourche Parish as well as along the entire Louisiana coast. It is crucial to the University that the bridge is replaced.

Project ID 565945
Project Level Agency
NICHOLLS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-621 - Lafourche Crossing Farm, Bridge Replacement

Demonstration of Need

Page 4

Title	Lafourche Crossing Farm, Bridge Replacement		
Description	Replace dangerous, unsafe bridge with a new concrete bridge.		
Location	104 Thoroughbred Drive	Present Empl.	0
Project Type	Roads/Streets/Sidewalks	Future Empl.	0
Facility Type	Educ/Classroom	Citizens Served	0
Program / Service Desc.		Daily Users	0
Describe the long range strategic plan (5-Yr) for the program			

Purpose (Check all that apply)

<input type="checkbox"/> Expand Existing Pgm	<input type="checkbox"/> Changes in Mission	<input checked="" type="checkbox"/> Address Actual
<input type="checkbox"/> Relocate Existing Pgm	<input type="checkbox"/> Changes in Existing	<input type="checkbox"/> Changes in Standards
<input type="checkbox"/> Add New Pgm	<input type="checkbox"/> Changes in Population	<input type="checkbox"/> Promote Economic Dev
<input type="checkbox"/> Attract Business	<input type="checkbox"/> Generate Employment	<input type="checkbox"/> Address Code Violations
<input checked="" type="checkbox"/> Other allow safe access		

Applicable Guidelines / Standards

Publications, regulatory agencies' guidelines for the program	As per code.
---	--------------

Minimum or mandatory requirements for above-listed program	As per code.
--	--------------

What alternatives were considered? (check all that apply)

<input checked="" type="checkbox"/> Maintaining Status Quo	<input type="checkbox"/> New Space	<input checked="" type="checkbox"/> Renovations of Existing Space
<input checked="" type="checkbox"/> Use Existing Space	<input type="checkbox"/> Less Space	<input type="checkbox"/> Expansions of Similar Program Elsewhere

How was the best option determined (Studies, Etc.)? safety & cost considerations

Were feasibility studies or needs assessment reports prepared other than this application? ☐ Yes

Preparer's Name _____ Phone _____

List socioeconomic and environmental affects of project

N/A

Identify and describe other similar facilities in your area and evaluate their capabilities to meet needs

N/A

Request Endorsed By: Senator ☐ Rep. ☐ Endorser's Name: _____

19-621 - Lafourche Crossing Farm, Bridge Replacement

Facility Requirements

Page 5

Prepared By Scott Williams

Date Prepared 10/21/2020

Space Requirements: ☐ New Space ☐ Existing Space ☒ No Space

Type of Space	Number of Occupants	Type of Occupants	NA/Per	Net Area
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
Total Net Area	Burden Factor	Total Gross Area	Total Net Area Burden Area	0
0	1.00	0		0

Employees	0
Visitors / Clients	0

Contract Employees	0
Students / Assistants	0

Temporary Employees	
Others	

Describe additional program requirements (parking, Utilities Tie-In, Location, Shipping / Receiving, Public Access, Site Amenities).

N/A

What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?

Existing bridge will be demolished.

Renovation / Addition

Describe the condition of the building and previous renovations

The bridge has been condemned and unsafe to access.

Describe the extent of the proposed renovation / addition

Replace old bridge with a new concrete bridge.

Describe the location of occupants during renovation and required funding

N/A

What amount of the construction budget addresses modifications required to meet the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)"?

100%

Hazardous Materials

Hazardous Materials
What hazardous materials are addressed in the construction budget?

☐ Underground Storage Tanks ☐ PCB's ☐ Lead Paint ☐ Asbestos Other _____

Enter the date if site has been surveyed for underground storage tanks.

Provide contact information if the facility's asbestos management plan was consulted for abatement requirements.

Contact Name

Phone

Roof

What is the current age, condition, and type of the existing roof and anticipated date of replacements?

Age of Roof (yrs)

Condition

Replacement Date

Type

Describe roof penetrations,
equipment, etc.

Project ID 565945
Project Level Agency
NICHOLLS

19-621 - Lafourche Crossing Farm, Bridge Replacement

Construction Cost (cont.)

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Source of Data

Scott Williams

Date Prepared 10/21/2020

List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).

Cost of Construction Calculation (Provide COST/S.F. for Roofing Projects)

Cost of Construction Calculation - Provide CCC / C.F. for Roomed Projects				
Type of Space	Net Area	Cost/S.F.	Area Cost	
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
Burden Area	0	0	0	0
Total / Average / Total	0	0		

Additional Line Item Expenses (Parking, Utility Tie-In, Security System, etc.)

Item	Quantity	Unit Cost	Total
Bridge Replacement	1	400,000	400,000
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Subtotal of Additional Line Item Expenses			400,000

Subtotal of Additional Line Item Expenses	400,000
---	---------

Total Construction Cost 400,000

Equipment Costs

Item	Item Costs
	0
	0
	0
	0
	0
Total Equipment Costs	0

Check this box if this program is for renovation or relocation of an existing program and the use of existing equipment discontinued.

If so, explain?

If this project is a current year request, attach an itemized breakdown with unit costs and an estimated useful life of the equipment with final submission to Facility Planning.

Project ID 565945
 Project Level Agency
 NICHOLLS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-621 - Lafourche Crossing Farm, Bridge Replacement

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Operation Budget (Expenditures)

	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	31,486,307	31,486,307
Other Compensation	419,645	419,645
Related Benefits	15,399,771	15,399,771
Travel	323,091	323,091
Operating Services	2,336,936	2,336,936
Supplies	1,125,310	1,125,310
Professional Services	148,142	148,142
Other Services	3,442,776	3,442,776
Debt Services	0	0
Interagency Funds	1,120,890	1,120,890
Acquisitions	415,483	415,483
Major Repairs	0	0
Unallocated	0	0
Total Expenditures	56,218,351	56,218,351
Total Positions	665	665

Operation Budget (Financing)

State General Fund (Direct)	10,945,436	10,945,436
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	44,317,731	44,317,731
Statutory Dedications	955,184	955,184
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	56,218,351	56,218,351

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0
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Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	10,945,436	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	44,317,731	0	0	0	0
Statutory Dedications	955,184	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	56,218,351	0	0	0	0

Comments

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

FACILITIES PLANNING COMMITTEE

December 3, 2020

- Item H.2.** **Southeastern Louisiana University's** request for approval to transfer the Leasehold interest in the Alumni Center from the Southeastern Louisiana University Alumni Association, Inc. to Southeastern Louisiana University and the Board.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting permission to accept the transfer of the Leasehold interest in the Alumni Center from the Southeastern Louisiana University Alumni Association, Inc. to Southeastern Louisiana University and the Board. In 1993, Southeastern Louisiana University leased property to the Southeastern Louisiana University Alumni Association, Inc. for construction and improvements to the Southeastern Louisiana University Alumni Complex.

Please refer to the attached site location map and photos of the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to transfer the Leasehold interest in the Alumni Center from the Southeastern Louisiana University Alumni Association, Inc. to Southeastern Louisiana University and the Board.

BE IT FURTHER RESOLVED, that Southeastern Louisiana University has obtained 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 Southeastern Louisiana University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Act of Transfer.

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

November 10, 2020

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

Re: Act of Transfer – Southeastern Louisiana University Alumni Association, Inc.

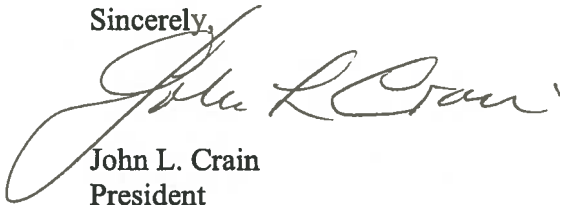
Dear Dr. Henderson:

Southeastern Louisiana University is respectfully submitting the following item to be placed on the agenda for approval at the December 3, 2020 meeting of the Board of Supervisors.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University is requesting permission to accept an Act of Transfer of the Leasehold interest in the Alumni Center from the Southeastern Louisiana University Alumni Association, Inc., a non-profit organization.

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain
President

Attachment

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

ACT OF TRANSFER

This Act of Transfer (the "Transfer") is made and entered into on the _____ day of _____, 202_____ by and between the Southeastern Louisiana University Alumni Association, Inc., ("Alumni"), represented herein by Patrick Brazan, III, its duly authorized President pursuant to the attached Resolution (Exhibit A) and the Board of Supervisors for the University of Louisiana System (the "Board") with and on the behalf of Southeastern Louisiana University ("University"), represented herein by Dr. John Crain, President of the University duly authorized pursuant to the attached Resolution. (Exhibit B) (Collectively, the "Parties").

WITNESSETH

WHEREAS there was a Lease Agreement (the "Agreement") executed on the 7th day of October, 1993 by and amongst the Board of Trustees for State Colleges and Universities ("the Board") and Southeastern Louisiana University Alumni Association, Inc. ("Alumni") to proceed with the design, construct, and operation of an Alumni Center (the "Center").

WHEREAS pursuant to Section 1 of the Agreement, the Alumni proceeded with construction of the Center on land owned by the "Board" as described in accordance with the Agreement (Exhibit C); and

WHEREAS pursuant to Sections 4 and 5 of the Agreement, the Board agreed to assume complete responsibility for maintenance, repairs, taxes, insurance and utilities on the leased premises and improvements during the term of the Lease; and

WHEREAS pursuant to Section 8.1 of the agreement, the Alumni is authorized to assign or sublease its interest in the lease to an alumni affiliated organization without the consent of the Board so long as the use of the premises is consistent with the use permitted under the lease; and

WHEREAS pursuant to Section 8.2 of the agreement, the Alumni agreed to sublease a portion of the Leased Premises to the University as described in a sublease agreement (Exhibit D); and

WHEREAS the Alumni wishes to transfer its Leasehold Estate with its improvements to the Board; and

WHEREAS the Transfer in no way impacts the remainder of the terms of the Agreement outlining the duties and obligations in operation of the Center and the Center shall remain a

separate immovable. The sole change in the exercise of the right to assign from the Alumni to the Board its Leasehold interest and place the Board into the position of the Center in Agreement as owner of the separate immovable identified as the Center.

THEREFORE, the Alumni does this day transfer to the Board its Leasehold interest in the Center, and the Board does accept the Transfer of same along with the commensurate to all duties and obligations of the Alumni in the Agreement.

The Parties herein appear and sign below before a duly authorized Notary Public, before the undersigned witnesses.

WITNESSES

**Southeastern Louisiana University
Alumni Association, Inc.**

By: _____

By: _____
Mr. Patrick Brazan, III, President

By: _____

WITNESSES

**Board of Supervisors for the University
of Louisiana System**

By: _____

By: _____
Dr. John L. Crain, President
Southeastern Louisiana University

By: _____

THUS DONE AND SIGNED UNDER OATH, before me the duly authorized undersigned Notary Public and witnesses on this ____ day of November, 2020 in Hammond, Louisiana.

Notary public
Bar/Notary No.:
My commission expires:

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

FACILITIES PLANNING COMMITTEE

December 3, 2020

Item H.3. **Southeastern Louisiana University's** request for approval to enter into a Ground Lease with the Southeastern Louisiana University Foundation to renovate the Alumni Center on Southeastern's campus, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting permission to enter into a ground lease with the Southeastern Louisiana University Foundation, a non-profit organization, to renovate the Alumni Center on Southeastern's campus, as authorized by La. R.S. 17:3361. The renovations and enhancements of the Alumni Center will cost up to \$1,200,000.

All contracts, purchase orders, and in-kind donations will be handled by the Foundation. Southeastern staff will oversee all construction activities. The University also requests permission to accept donations from the Foundation as outlined in the lease documents.

Upon completion of the project, the Foundation will execute a donation to the University. The lease will terminate on December 31, 2022, or at such time as donation of improvement is executed, whichever occurs first.

Please refer to the attached site location map and photos of the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to enter into a Ground Lease with the Southeastern Louisiana University Foundation to renovate the Alumni Center on the campus of Southeastern Louisiana University, as authorized by La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that Southeastern Louisiana University has obtained 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 Southeastern Louisiana University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.

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

November 10, 2020

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

Re: Ground Lease Agreement – Southeastern Louisiana University Foundation

Dear Dr. Henderson:

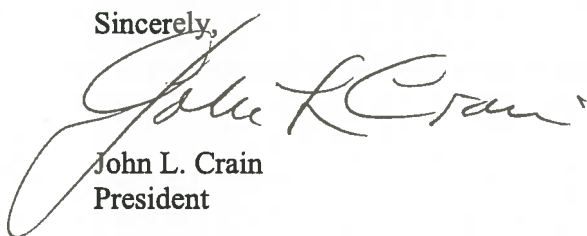
Southeastern Louisiana University is respectfully submitting the following item to be placed on the agenda for approval at the December 3, 2020 meeting of the Board of Supervisors.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University is requesting permission to enter into a ground lease with the Southeastern Louisiana University Foundation, a non-profit organization, to renovate the Alumni Center on Southeastern's campus. The renovations and enhancements of the Alumni Center is estimated at \$1,200,000.

All contracts, purchase orders and in-kind donations will be handled by the Foundation. Southeastern staff will monitor all construction activities. We also request permission to accept donations from the Foundation as outlined in the lease documents.

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain
President

Attachment

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

SOUTHEASTERN LOUISIANA UNIVERSITY FOUNDATION, a non-profit corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10703 Hammond, Louisiana, 70402, represented herein by its duly authorized representative Dawn Cantrell, Chairperson of the Southeastern Louisiana University Foundation.

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

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

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

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

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

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

1.4 Purpose. The primary purpose for which Lessee is leasing the Leased Property, and for which Lessor is granting this Lease, is for the Lessee to enhance the front facade and entryway, remodel the lobby and conference room into a welcome area and to upgrade finishes throughout the Alumni Center on the campus of Southeastern Louisiana University, hereinafter the "Project". (See Exhibit A) The facility warranty will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the ____ day of _____, 20__ or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

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

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

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

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

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

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

10.1 Indemnity. Lessee, the Lessee's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Lessee, with respect to all persons, including all agents, employees, servants or invitees of Lessee, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Lessee, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Lessee obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Lessee's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Lessee agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11
ASSIGNMENT OR SUBLEASE

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

ARTICLE 12
DEFAULT

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

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

ARTICLE 13
NOTICES

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

Lessor: Southeastern Louisiana University
c/o Sam Domiano
Vice President for Administration and Finance
SLU 10709
Hammond, LA 70402

Lessee: Southeastern Louisiana University Foundation
John Poteet
Chairperson
SLU 10703
Hammond, LA 70402

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY

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

ARTICLE 19
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Lessee, shall be _____, 2020.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this _____ day of _____, 2020.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY
FOUNDATION

John Poteet, Chairperson

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

John L. Crain, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

EXHIBIT A

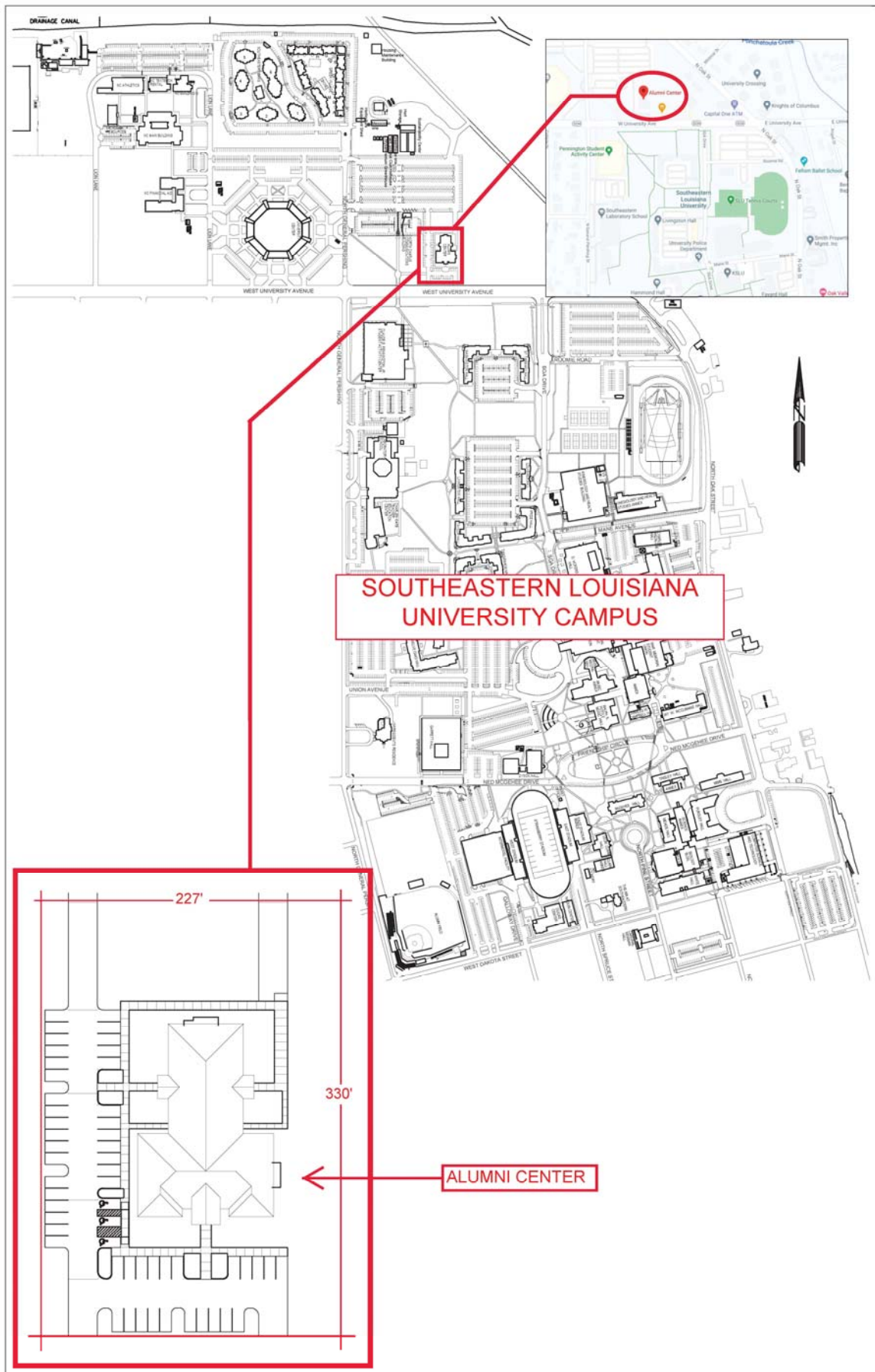


EXHIBIT B
Page 1 of 3

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

EXHIBIT B
Page 2 of 3

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

EXHIBIT B
Page 3 of 3

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

December 3, 2020

Item H.4. **University of Louisiana at Lafayette's** request for approval to amend its 5-Year Capital Outlay submission to include the project to build the Kathleen Babineaux Blanco Public Policy Center inside of the Edith Garland Dupre Library.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its 5-Year Capital Outlay submission in August of 2020 by adding a project to create the Kathleen Babineaux Blanco Public Policy Center within the existing floor plan of Edith Garland Dupre Library. The original intent of this project was to fund it with University funds; however, due to COVID-19, those funds are not available. The staff for this center were hired in 2019 and are currently working within some temporary space within the University until this facility is completed. Because of the aforementioned university budget concerns, the University's wish is to fund this project through the Capital Outlay system. Due to the health concerns of Governor Blanco's husband, there is an urgency toward requesting funding in the upcoming legislative session.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before November 1 as a Late Submission. Project cost is estimated to be \$993,980.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette's request to amend its 5-Year Capital Outlay submission to include the project to build the Kathleen Babineaux Blanco Public Policy Center inside of Edith Garland Dupre Library.



November 10, 2020

Université des Acadiens

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

RE: Late e-CORTS Submission

Dear Dr. Henderson:

This is a request to add the Kathleen Babineaux Blanco Public Policy Center project to the University's current Capital Outlay submission.

This physical space for the Blanco Public Policy Center will welcome researchers and historians as well as policy makers, government officials, and others who participate in timely and relevant seminars and trainings. In addition, the space will house the current staff including the Director, Assistant Director and research staff. Since its opening in August 2019, the Blanco Public Policy Center has already secured 10 grants covering topics spanning early childhood education, healthcare workforce, economic development and financing environmental investments along Louisiana's coast. Completing the permanent home for the Blanco Public Policy Center will help establish this new resource for Louisiana with research informing policy for generations to come.

A revised 5 year Capital Outlay plan is attached along with an e-CORTS submission, which has also been submitted electronically through the e-CORTS system.

Please place this item on the agenda for the December 2020 meeting of the Board of Supervisors for the University of Louisiana System. Should you have any further questions, please contact me or Scott Hebert at (337) 482-2001. Thank you for your consideration.

Sincerely,

E. Joseph Savole
President

svc
Attachments

C: Bruce Janet
Jerry LeBlanc
Bill Crist
Scott Hebert

UNIVERSITY OF LOUISIANA AT LAFAYETTE

Five Year Capital Outlay Plan

FY 2021-22 - FY 2025-26

PROJECT TITLE	1st Yr Requested	INST. PRIORITY	FUNDING SOURCE **	PREVIOUS FUNDING	***	FY 21-22	***	FY 22-23	***	FY 23-24	***	FY 24-25	***	FY 25-26	***	5-YEAR REQUEST	TOTAL COST
MAJOR REPAIRS	2015	E-1	G.O.BONDS			\$ 1,000,000		\$ 1,000,000		\$ 1,000,000		\$1,000,000		\$1,000,000		\$ 5,000,000	\$ 5,000,000
PROPERTY ACQUISITION	2005	L-1	G.O. BONDS			\$ 10,000,000										\$ 10,000,000	\$ 10,000,000
MADISON HALL RENOVATION	2002	C-1	G.O. BONDS	\$2,000,000		\$ 18,000,000										\$ 18,000,000	\$ 20,000,000
ENGINEERING OFFICE & CLASSROOM BUILDING	2020	C-2	G.O. BONDS	\$2,500,000		\$ 12,500,000		\$ 10,302,600								\$ 22,802,600	\$ 25,302,600
HEALTH CARE EDUCATION & TRAINING FACILITY	2020	C-3	G.O. BONDS	\$2,500,000		\$ 12,500,000		\$ 36,380,000								\$ 48,880,000	\$ 51,380,000
DECLOUET HALL RENOVATION	2007	N-1	G.O. BONDS			\$ 500,000		\$ 3,850,000								\$ 4,350,000	\$ 4,350,000
FOSTER HALL RENOVATION	2002	N-2	G.O.BONDS			\$ 500,000		\$ 3,622,100								\$ 4,122,100	\$ 4,122,100
MONTGOMERY HALL RENOVATION	2009	N-3	G.O.BONDS			\$ 2,000,000		\$ 15,536,000								\$ 17,536,000	\$ 17,536,000
BLANCO CENTER	2020	N-4	G.O.BONDS			\$ 993,960										\$ 993,960	\$ 993,960
ANGELLE HALL RENOVATION	2004	F-1	G.O.BONDS					\$ 2,000,000		\$ 10,000,000		\$ 1,420,000				\$ 13,420,000	\$ 13,420,000
STEPHENS HALL RENOVATION	2009	F-2	G.O.BONDS							\$ 500,000		\$ 6,585,000				\$ 7,085,000	\$ 7,085,000
BROUSSARD HALL	2009	F-3	G.O.BONDS							\$ 350,000		\$ 4,050,000				\$ 4,400,000	\$ 4,400,000
TOTALS				\$ 7,000,000		\$ 57,993,960		\$ 72,690,700		\$ 11,850,000		\$ 13,055,000		\$ 1,000,000		\$ 156,589,660	\$ 163,589,660

Project ID 565905
Project Level Agency
UOL-LAFAYETT

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-640 - Blanco Center at Edith Garland Dupre Library

Project

Page 1

Title

Blanco Center at Edith Garland Dupre Library

Location 400 East St. Mary Blvd

Priority

☐
☒
☐

Emergency Project
Current Project Requirements
Anticipated Program Needs

State IDs

S04857

Local/Agency

4

of

4

Department

of

Management Board

of

Applicant

Agency 640 UOL-LAFAYETT

Schedule 19-640

Department 19 EDUCATION

Parish LAFAYETTE

Senate District 23

House District 44

Site Code

Local/Agency

User U of LA at Lafayette
Contact Scott Hebert
Phone Number 337-482-2001
Fax 337-482-5830
E-Mail scott.hebert@louisiana.edu

Address PO Box 43646

City/State/Zip

LAFAYETTE LA 70504

Department

User U of L System
Contact Bruce Janet
Phone Number 225-219-0265

Management Board

User Board of Regents
Contact Chris Herring
Phone Number 225-342-4253

Cost Estimates

	Local/Agency	Department	Management Board	FPC
Land/Building Acq.	0	0	0	
Planning 10%	82,830	0	0	
Construction	828,300	0	0	
Hazardous Materials	0	0	0	
Subtotal	911,130	0	0	
Misc./Contingency	82,830	0	0	
Equipment	0	0	0	
Total	993,960	0	0	

Time Estimates

Planning (months) 6
Construction (months) 12

0
0

0
0

If planning has begun, when will it be completed?

Project ID 565905
Project Level Agency
UOL-LAFAYETT

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-640 - Blanco Center at Edith Garland Dupre Library

Prior Funding

Page 2

FPC Project No. Assigned to Prior Funding

Sub-project No.

Authorized Means of Financing	Amount	Year	Act#	Priority	Bond	Credit
	0	0		0		
	0	0		0		
	0	0		0		
	0	0		0		
	0	0		0		
Total	\$0					

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	993,960	0	0	0	0	\$993,960
IAT	0	0	0	0	0	\$0
*Local Funds	0	0	0	0	0	\$0
*Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	\$0
*Revenue Bonds	0	0	0	0	0	\$0
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	0	0	0	0	0	\$0
Total	\$993,960	\$0	\$0	\$0	\$0	\$993,960

Capital Outlay

*Describe specific source of funds

**Type of Statutory Dedication

What fiscal year (FY) was the project or program first submitted for consideration? 2020

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name E. Joseph Savoie Title President Date 10/21/2020

Comments

This physical space for the Blanco Center will welcome researchers and historians as well as policy makers, government officials, and others who participate in timely and relevant seminars and trainings. In addition, the space will house the current staff including the Director, Assistant Director and research staff. Since its opening in August 2019, the Policy Center has already secured 10 grants covering topics spanning early childhood education, healthcare workforce, economic development and financing environmental investments along Louisiana's coast. Completing the permanent home for the Blanco Center will help establish this new resource for Louisiana with research informing policy for generations to come.

Project ID 565905
Project Level Agency
UOL-LAFAYETT

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2021 - 2022

<http://www.state.la.us/ecorts/>

19-640 - Blanco Center at Edith Garland Dupre Library

Demonstration of Need

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Title	Blanco Center at Edith Garland Dupre Library		
Description	Renovation of unused space within the Library to house this important archive / research center.		
Location	400 East St. Mary Blvd	Present Empl.	8
Project Type	Land/Buildings	Future Empl.	15
Facility Type	Library	Citizens Served	200
Program / Service Desc.	Additional function in the existing Library	Daily Users	0
Describe the long range strategic plan (5-Yr) for the program			

Purpose (Check all that apply)

<input checked="" type="checkbox"/> Expand Existing Pgm	<input type="checkbox"/> Changes in Mission	<input type="checkbox"/> Address Actual
<input type="checkbox"/> Relocate Existing Pgm	<input type="checkbox"/> Changes in Existing	<input type="checkbox"/> Changes in Standards
<input type="checkbox"/> Add New Pgm	<input type="checkbox"/> Changes in Population	<input checked="" type="checkbox"/> Promote Economic Dev
<input type="checkbox"/> Attract Business	<input type="checkbox"/> Generate Employment	<input type="checkbox"/> Address Code Violations
<input type="checkbox"/> Other		

Applicable Guidelines / Standards

Publications, regulatory agencies' guidelines for the program	Comply with all building codes and standards
Minimum or mandatory requirements for above-listed program	

What alternatives were considered? (check all that apply)

<input checked="" type="checkbox"/> Maintaining Status Quo	<input checked="" type="checkbox"/> New Space	<input checked="" type="checkbox"/> Renovations of Existing Space
<input checked="" type="checkbox"/> Use Existing Space	<input type="checkbox"/> Less Space	<input type="checkbox"/> Expansions of Similar Program Elsewhere

How was the best option determined (Studies, Etc.)? Campus Planning Committee

Were feasibility studies or needs assessment reports prepared other than this application? ☐ Yes

Preparer's Name Phone

List socioeconomic and environmental affects of project

As Louisiana's first female government, it is important that access is provided to her documents for the public to see.

Identify and describe other similar facilities in your area and evaluate their capabilities to meet needs

None

Request Endorsed By: Senator ☐ Rep. ☐ Endorser's Name:

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19-640 - Blanco Center at Edith Garland Dupre Library

Facility Requirements

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Prepared By William J Crist

Date Prepared 10/21/2020

Space Requirements: ☒ New Space ☐ Existing Space ☐ No Space

Type of Space	Number of Occupants	Type of Occupants	NA/Per	Net Area
Archive Space	6	Staff	110	660
Staff Offices	7	Staff	120	840
Display / Public Area	30	Students / Public	135	4,050
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0
	0		0	0

Total Net Area 5,550 X Burden Factor 1.10 = Total Gross Area 6,105 Total Net Area 5,550 Burden Area 555

Employees 15
Visitors / Clients 2,000

Contract Employees 0
Students / Assistants 0

Temporary Employees 0
Others 0

Describe additional program requirements (parking, Utilities Tie-In, Location, Shipping / Receiving, Public Access, Site Amenities).

Tie in to existing mechanical and electrical system

What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?

No existing program exists.

Renovation / Addition

Describe the condition of the building and previous renovations

Excellent

Describe the extent of the proposed renovation / addition

New space in an existing unfinished area.

Describe the location of occupants during renovation and required funding

The occupants will continue to use their current offices until this area is prepared for them.

What amount of the construction budget addresses modifications required to meet the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)"?

0

Hazardous Materials

What hazardous materials are addressed in the construction budget?

☐ Underground Storage Tanks ☐ PCB's ☐ Lead Paint ☐ Asbestos Other

Enter the date if site has been surveyed for underground storage tanks.

Provide contact information if the facility's asbestos management plan was consulted for abatement requirements.

Contact Name William J. Crist

Phone 337-482-2001

Roof

What is the current age, condition, and type of the existing roof and anticipated date of replacements?

Age of Roof (yrs) 3 Condition excellent

Replacement Date Type Modified bitumen

Describe roof penetrations, equipment, etc.

19-640 - Blanco Center at Edith Garland Dupre Library

Construction Cost (cont.)

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Source of Data Facility Management Estimate

Date Prepared 10/21/2020

List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).

Cost of Construction Calculation (Provide COST/S.F. for Roofing Projects)

Type of Space	Net Area	Cost/S.F.	Area Cost
Archive Space	660	100	66,000
Staff Offices	840	140	117,600
Display / Public Area	4,050	140	567,000
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Burden Area	555	140	77,700
Total / Average / Total	6,105	136	828,300

Additional Line Item Expenses (Parking, Utility Tie-In, Security System, etc.)

Item	Quantity	Unit Cost	Total
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Subtotal of Additional Line Item Expenses			0

Total Construction Cost	828,300
--------------------------------	----------------

Equipment Costs

Item	Item Costs
	0
	0
	0
	0
	0
	0
Total Equipment Costs	0

Check this box if this program is for renovation or relocation of an existing program and the use of existing equipment discontinued.

If so, explain?

Existing furniture will be used.

If this project is a current year request, attach an itemized breakdown with unit costs and an estimated useful life of the equipment with final submission to Facility Planning.

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CAPITAL OUTLAY REQUEST

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19-640 - Blanco Center at Edith Garland Dupre Library

Operation Budget (Expenditures)

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	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	105,955,625	0
Other Compensation	1,673,765	0
Related Benefits	41,997,514	0
Travel	260,766	0
Operating Services	13,990,690	1,000
Supplies	1,297,909	0
Professional Services	722,184	0
Other Services	19,765,150	0
Debt Services	0	0
Interagency Funds	488,649	0
Acquisitions	85,250	0
Major Repairs	50,000	0
Unallocated	0	0
Total Expenditures	186,287,502	1,000
Total Positions	1,162	0

Operation Budget (Financing)

State General Fund (Direct)	38,627,802	0
State General Fund by:		
Interagency Transfer	8,445,596	0
Fees and Self-Generated Rev.	136,939,525	1,000
Statutory Dedications	2,274,579	0
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	186,287,502	1,000

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0
--	---	---

Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	38,627,802	38,627,802	38,627,802	38,627,802	38,627,802
Interagency Transfer	8,445,596	8,445,596	8,445,596	8,445,596	8,445,596
Fees/Self-Gen. Revenue	136,939,525	136,939,525	136,939,525	136,939,525	136,939,525
Statutory Dedications	2,274,579	2,274,579	2,274,579	2,274,579	2,274,579
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	186,287,502	186,287,502	186,287,502	186,287,502	186,287,502

Comments

Project ID 565905
Project Level Agency
UOL-LAFAYETT

CAPITAL OUTLAY REQUEST

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19-640 - Blanco Center at Edith Garland Dupre Library

Space Utilization

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Local User Facility: U of LA at Lafayette

Prepared By: William J. Crist

Detail Space Utilization Plan Here:

There is no new space being added. This is a renovation of an existing space within Edith Garland Dupre Library

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

FACILITIES PLANNING COMMITTEE

December 3, 2020

- Item H.5.** **University of New Orleans'** request for approval to sell the Goldring Hall to the Ogden Museum of Southern Art, Inc. on terms and conditions acceptable to the Board and for a sale price no less than the appraised value. The sale would be in accordance with University of Louisiana System Immovable Property Guideline Section V.(E.)(2.) Sale to Specific Buyer ("Sale to Specific Buyer").

EXECUTIVE SUMMARY

The University desires to sell the Goldring Hall, located at 925 Camp Street near Lee Circle in New Orleans. It is a state-owned building completed in August 2003 and currently serves as the only operating portion of The Ogden Museum of Southern Art ("OMSA"). The University acquired the property by donation from the University of New Orleans Foundation in 1999. Designed specifically as a museum, the physical structure is six stories and contains 60,000 square feet of exhibition and office space. OMSA is operated by The Ogden Museum of Southern Art, Inc., a private, nonprofit corporation established to promote the well-being and advancement of the Ogden Museum of Southern Art.

Goldring Hall and the Patrick F. Taylor Memorial Library, located at 615 Andrew Higgins Boulevard, New Orleans, were initially envisioned as a downtown arts complex that would serve OMSA and support the teaching mission of the UNO Fine Arts Department. Neither UNO nor any of its departments are currently associated with OMSA. UNO maintains sufficient other art facilities that support the teaching mission, including the St. Claude Gallery and the UNO Fine Arts Gallery. Thus, the University no longer has a need for an additional museum to meet its teaching mission.

Lastly, the University desires to use the Sale to Specific Buyer provision to sell the property to the Ogden Museum of Southern Art, specific buyer, at a sale price no less than the appraised value.

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 sell the Goldring Hall to the Ogden Museum of Southern Art, Inc. on terms and

conditions acceptable to the Board and for a sale price no less than the appraised value. The sale would be in accordance with University of Louisiana System Immovable Property Guideline Section V.(E.)(2.) Sale to Specific Buyer (“Sale to Specific Buyer”).

BE IT FURTHER RESOLVED, that University of New Orleans has obtained 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 sale.

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

October 20, 2020

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

Re: Proposed Sale of Goldring Hall

Dear Dr. Henderson:

The University of New Orleans is seeking the approval of the Board of Supervisors for the University of Louisiana System for the sale of the Goldring Hall to the Ogden Museum of Southern Art, Inc. on terms and conditions acceptable to the Board and for a sale price no less than the appraised value. The sale would be in accordance with University of Louisiana System Immovable Property Guidelines Section V. (E.) (2.) Sale to Specific Buyer.

Background

Goldring Hall, located at 925 Camp Street, near Lee Circle in New Orleans, is a state-owned building completed in August 2003 and currently serves as the only operating portion of The Ogden Museum of Southern Art ("OMSA"). The property (land) was acquired by donation from the University of New Orleans Foundation in 1999. A copy of the acquisition is attached. The physical structure is six stories and contains approximately 60,000 square feet of exhibition and office space. OMSA is operated by The Ogden Museum of Southern Art, Inc., a private, nonprofit corporation established to promote the well-being and advancement of the Ogden Museum of Southern Art.

Goldring Hall, along with the Patrick F. Taylor Memorial Library, located at 615 Andrew Higgins Blvd, New Orleans, were initially envisioned as a downtown arts complex that would serve OMSA and support the teaching mission of the UNO Fine Arts Department. Neither UNO nor any of its departments are currently associated with OMSA. UNO maintains sufficient other art facilities that support the teaching mission, including the St. Claude Gallery and the UNO Fine Arts Gallery.



THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

Intent and Justification

Goldring Hall was conceived and designed to be an art museum and has continually served that purpose since it was constructed. Because of its unique design, its highest and best use is as an art museum. UNO has no plans or interest in operating a stand-alone museum, nor does UNO have any plans or interest in a relationship with OMSA. UNO believes that a sale of such a specialized facility to an organization solely focused on the arts would be the best outcome for UNO, OMSA and the state.

If approved, UNO will work with the System staff and OMSA to obtain the necessary Special Act of the Legislature as described in the University of Louisiana System Immovable Property Guidelines Section V.(E.)(2.)(c.).

Please contact me at jnicklow@uno.edu if you have any questions or require additional information.

Sincerely,

John W. Nicklow, PhD
President

VERIFIED

Date 8-27-99

ACT OF DONATION OF IMMOVABLE PROPERTY

STATE OF LOUISIANA
PARISH OF ORLEANS

On the dates set forth below, before the Notaries Public for the Parishes designated, and in the presence of the subscribing witnesses, personally came and appeared:

UNIVERSITY OF NEW ORLEANS FOUNDATION,

a Louisiana nonprofit corporation, with its registered office located at 2000 Lakeshore Drive, New Orleans, Louisiana 70148, represented herein by its duly authorized officer, Elizabeth M. Williams, Executive Director (hereinafter "Donor").

who declares that for and in consideration of the mutual benefits to be derived herefrom, the Donor hereby irrevocably gives, donates, and delivers with full warranty of title and with subrogation to all rights and actions of warranties Donor may have against preceding owners, to:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE,

for benefit of the University of New Orleans, whose mailing address is 3810 Lakeshore Drive, Baton Rouge, Louisiana, 70803, herein represented by its duly authorized President, Allen A. Copping (hereinafter "Donee").

all of its right, title and interest in the below described property, the possession and delivery of which Donee acknowledges and accepts with gratitude:

Three certain lots of ground together with a portion of a former alley and all of the buildings and improvements thereon all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of New Orleans in Square 182, bounded by Howard Avenue, Lee Circle, St. Charles Street, St. Joseph Street and Camp Street, comprised of Lots A, B, C, and a portion of a former alley as shown on a plan of Survey by the Office of Gandolfo, Kuhn & Associates, dated August 19, 1998, Drawing No. N-30 and is more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Howard Avenue and the westerly right-of-way line of Camp Street, thence along said westerly line of Camp Street, N 13 degrees 48 minutes 48 seconds E, a distance of 127 feet 11 inches 0 eighths to the Point of Beginning; thence N 76 degrees 13 minutes 42 seconds W, a distance of 127 feet 10 inches 5 eighths to a point; thence N 16 degrees 33 minutes 33 seconds W, a distance of 9 feet 11 inches 0 eighths to a point; thence S 76 degrees 05 minutes 42 seconds E, a distance of 132 feet 10 inches 7 eighths to a point on the westerly right-of-way line of Camp Street; thence along said right-of-way line, S 13 degrees 48 minutes 48 seconds W, a distance of 88 feet 11 inches 2 eighths to the Point of Beginning. Containing 11, 416 square feet.

Being the same property acquired by University of New Orleans Foundation by Act of Cash Sale dated December 30, 1994 recorded at NA 94-59746, COI 98508 and referenced as part of "Parcel II" in that Act.

Being the same property described as part of "Parcel II" in the Act of Mortgage and Security Agreement dated December 30, 1994 recorded under NA 94-59747, MOI 297514, MOB 3073, folio 57.

This donation is subject to all prior mineral reservations of record and Donor hereby reserved all outstanding mineral rights in connection with the property, but releases all surface rights so that all

20.00

exploration for minerals to be extracted from the property donated must be conducted offsite by directional drilling or other means. It is the intention of the Donor to reserve the minerals as provided by LSA-R.S. 31:149.

The property herein donated is delivered to Donee free and clear of all mortgages and liens, but subject to existing mineral leases, servitudes, restriction and rights of way of record, and subject to those servitudes and other matters set forth on the survey attached as Exhibit "A".

It is agreed that the value of the property herein donated has a market value of Four Hundred Thousand and No/100 (\$400,000.00).

No title examination was requested of or performed by the undersigned Notaries. The parties herein release the undersigned Notaries from any liability or responsibility with respect thereto.

DONE AND SIGNED in New Orleans, Louisiana, on the 8th day of June, 1999, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

Shana Lombard
Shia Smith

DONOR:

UNIVERSITY OF NEW ORLEANS FOUNDATION

By: Elizabeth M. Williams
Elizabeth M. Williams,
Executive Director

Notary Public
NOTARY PUBLIC

59-59952-26

DONE AND SIGNED in Baton Rouge, Louisiana on the 13th day of July, 1999, in the presence of me, Notary and the following competent witnesses, who have signed in the presence of the parties and me, Notary.

WITNESSES:

Barbara Catania
Janice M. Williams

DONEE:

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: Dr. William Jenkins
Dr. William Jenkins, President of the
Louisiana State University System

INSTR. NO. 181408
CONVEYANCE OFFICE
PARISH OF ORLEANS
8-24-99 RMP

Nancy Dougherty
NOTARY PUBLIC

