

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

- Item F.1.** Louisiana Tech University's request for approval to accept a donation of approximately 0.65 acres adjacent to the Louisiana Tech University campus at the corner of Everett Street and West Alabama Avenue from Innovative Student Facilities.

EXECUTIVE SUMMARY

The University is requesting approval to accept a donation of approximately 0.65 acres adjacent to the campus from Innovative Student Facilities. Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage, and lease immovable property on the Louisiana Tech University campus, acquired a parcel of land located at the intersection of Everett Street and West Alabama Avenue. All improvements located on the parcel have been removed. The land was acquired to improve parking facilities. Louisiana Tech University owns property adjoining this site and does not anticipate any increase in operational or maintenance expense.

RECOMMENDATION

It is requested that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to accept a donation of approximately 0.65 acres adjacent to the Louisiana Tech University campus at the corner of Everett Street and West Alabama Avenue from Innovative Student Facilities.

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

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his or her designee is authorized to execute all documents necessary to accept the bequest and record all necessary documents of said property on behalf of Louisiana Tech University and the Board of Supervisors for the University of Louisiana System.

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



F.1.

LOUISIANA TECH
UNIVERSITY.

OFFICE OF THE PRESIDENT

September 30, 2022

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

Innovative Student Facilities, a 501(c)(3) established to acquire, construct, develop, manage and lease immovable property on the Louisiana Tech University Campus, acquired a parcel of land located at intersection of Everett Street and West Alabama Avenue. All buildings or other improvements located on the parcel have been removed. The land was acquired to improve parking facilities as part of a project undertaken by Innovative Student Facilities. Louisiana Tech University owns property adjoining this site and does not anticipate any increase in operational or maintenance expense.

Louisiana Tech University is requesting permission to accept the donation of this 0.65 acre tract of land. A Phase One Environmental Assessment was obtained before the property was acquired and is on-file.

Louisiana Tech University is requesting permission to accept this donation subject to review and approval by Board Staff and Legal Counsel of all documents. The University further requests that the President of Louisiana Tech be authorized to execute said documents on behalf of the Board of Supervisors necessary to complete the exchange. Copies of all documents executed for the donation will be provided to the System Office.

Sincerely,

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

Leslie K. Guice
President



ACT OF DONATION

BE IT KNOWN, that on the dates hereinafter set forth, before the undersigned respective Notaries Public, duly commissioned and qualified, and in the presence of the undersigned respective witnesses, personally came and appeared:

INNOVATIVE STUDENT FACILITIES, INC (TIN XX-XXX2870), a Louisiana corporation, represented herein by Chris Barr, its Chairperson, duly authorized pursuant to a Resolution of the Board of Directors, whose mailing address is declared to be 412 West Alabama, Ruston, Louisiana 71270,

hereinafter referred to as "**Donor**", who declared that Donor does by this Act of Donation irrevocably give, grant, donate, transfer, convey and deliver, to:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a body corporate and politic and a political subdivision of the State of Louisiana, on behalf of **LOUISIANA TECH UNIVERSITY**, whose address is declared to be 1201 North Third Street, Baton Rouge, Louisiana 70802, represented herein by its duly authorized undersigned officer,

hereinafter referred to as "**Donee**", who hereby accepts this donation for Donee, their successors and assigns, and acknowledges due transfer and delivery of the tracts of immovable property being more fully described in Exhibit "A" attached hereto and made a part hereof (herein referred to as the "Property").

Donor hereby grants, donates, transfers, conveys and delivers, with full warranty of title and with full subrogation to all rights and actions of warranty Donor may have unto Donee, all and singular, the entire interest of the Donor in the Property, TO HAVE AND TO HOLD unto Donee, its successors and assigns forever.

Notwithstanding anything in this Act of Donation to the contrary, Donor intends that no vendor's lien, and/or privilege, mortgage, or stipulation for the benefit of a third party (other than Donee and Donee's successors and assigns) shall be created by this Act of Donation and, should any be deemed to have been created, they are hereby expressly released, renounced, waived and abandoned.

MINERAL RESERVATION. Donor acquired Property from the Louisiana Tech University Foundation on August 14, 202. The Louisiana Tech University Foundation acquired the above

described property from Ruston Rentals, LLC by Act of Exchange dated May 10, 2018. Said Act of Exchange included the following mineral reservation:

RUSTON RENTALS reserves all mineral rights to the RUSTON RENTALS PARCEL. Notwithstanding the foregoing mineral reservation, RUSTON RENTALS, for itself and for its successors and assigns does hereby unconditionally waive any right to use any portion of the surface of the RUSTON RENTALS PARCEL for the prospecting, exploiting, exploration, testing, storage, production or development of such minerals and mineral rights, and RUSTON RENTALS does hereby acknowledge that any exercise of the mineral reservation herein and production of minerals hereunder, if any, shall be through pooling agreements of by directional drilling only from property other than the RUSTON RENTALS PARCEL.

Donor has divested and does forever divest itself of any present or future interest in or control or dominion over the Property and the interest conveyed herein.

The valuation assigned to the Property in this Act of Donation has been determined solely by Donor, for Donor's use and benefit without any input from or discussion with Donee.

The parties to this act waive the production of mortgage and conveyance certificates and relieve and release the undersigned notaries from all liability by reason thereof.

The parties to this act further waive any rights of first refusal or options on the Property, specifically those imposed by Revised Statute 41:1338.

All ad valorem taxes assessed against the property have been paid.

This Act of Donation may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

THE UNDERSIGNED NOTARIES WERE NOT REQUESTED TO NOR DO THEY EXPRESS AN OPINION AS TO THE TITLE OF THE PROPERTY DONATED HEREIN.

[Signatures on following page]

Signed at Ruston, Louisiana, this _____ day of _____, 2022, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

DONOR:

INNOVATIVE STUDENT FACILITIES, INC.

Name: _____

By: _____
Chris Barr, Chairman

Name: _____

Printed Name _____

NOTARY PUBLIC

Parish of _____, State of Louisiana

Notary / Bar No. _____

My Commission _____

Signed at Ruston, Louisiana, this _____ day of _____, 2022, in the presence of the undersigned witnesses and Notary Public.


WITNESSES:

DONEE:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM


Name: Carrie M. Floumey

By: 
Dr. Leslie K. Guice, President, Louisiana Tech University and Board Representative


Name: Mary O. Lyons

Printed Name _____

NOTARY PUBLIC

Parish of _____, State of Louisiana

Notary / Bar No. _____

My Commission _____

EXHIBIT "A"

The North ½ of Lot #3, Square 109, Stubb's Addition, being the North ½ of said lot, bounded on the North by the South Right-of-Way line of West Alabama Avenue and being bounded on the South by the North Right-of-Way line of West Mississippi Avenue and Beginning at the Northwest Corner of Lot 2 of Square 109 of Stubbs Additional to the Town of Ruston Louisiana as per map and plat of said addition on file and of record in the office of the Clerk of Court of Lincoln Parish, Louisiana and run East along West Alabama Avenue 75', then South 75', then West 75', then North to the Point of Beginning 75'. And beginning at the Northeast Corner of Lot 1 which is the Northeast Corner of Block 109 and Run South 75', then West 125 feet, then North 75', then East 125' to beginning boing a portion of Lots 1 and 2, Block 109, Stubbs Addition, less and except the portion thereof acquired by the Louisiana Department of Highways for Alabama Avenue.

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.2. Louisiana Tech University's request for approval to execute a Cooperative Endeavor Agreement with Tech Pointe II, L.L.C. for the purpose of servicing and maintaining a 40,000-square-foot facility to be known as Tech Pointe II, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to execute a Cooperative Endeavor Agreement (CEA) with Tech Pointe II, L.L.C. for the purpose of servicing and maintaining a 40,000-square-foot facility to be known as Tech Pointe II, as authorized by La. R.S. 17:3361. Tech Pointe II, L.L.C., has partnered with Louisiana Economic Development for the construction of Tech Pointe II. Tech Pointe II, L.L.C. has previously entered into a ground lease with the University in an area of the University's Research Park known as the Enterprise Campus. The leasehold is in the southeast corner of Dan Reneau Drive and Homer Street, and the Tech Pointe II facility is currently being constructed with an expected completion date of October 2023.

Tech Pointe II, L.L.C. will execute subleases with qualified tenants for the facility who promote the Enterprise Campus' master plan and align with the University's academic and research strengths. The facility will be leased at a competitive market rate.

This proposed CEA will allow the University to service and maintain the Tech Pointe II facility and to recoup all such operational costs incurred from Tech Pointe II, L.L.C. out of the rents received from tenants. Such services provided by the University include providing utilities, janitorial services, groundskeeping services, routine maintenance, major repairs as well as insuring the facility. The initial term of the CEA is 30 years with an option of two consecutive 10-year renewals.

RECOMMENDATION

It is recommended that the following resolutions be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to execute a Cooperative Endeavor Agreement with Tech Pointe II, L.L.C. for the purpose of servicing and maintaining a 40,000-square-foot facility to be known as Tech Pointe II, as authorized by La. R.S. 17:3361.*

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from University of Louisiana System staff and legal counsel to the Board and any other appropriate approvals as needed prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University or his designee is hereby authorized and directed to execute the Cooperative Endeavor Agreement described herein and any and all documents necessary in connection therein.

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



F.2.

LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

September 30, 2022

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

Louisiana Tech University is requesting permission to execute a Cooperative Endeavor Agreement as authorized by Article VII, Section 14(C) of the Louisiana Constitution of 1974, a draft of which is attached, with Tech Pointe II, L.L.C, to service and maintain the Tech Pointe II facility that is presently under construction. Tech Pointe II, L.L.C., is a non-profit subsidiary of the Louisiana Tech University Foundation. Tech Pointe II, L.L.C., and Louisiana Economic Development have partnered to construct the Tech Pointe II facility, which will be a 40,000-square foot, three-story, facility providing commercial office space in the University's Research Park known as the Enterprise Campus. The University previously executed a ground lease giving Tech Pointe II, L.L.C., a leasehold to the southeast corner of Dan Reneau Drive and Homer Street within the Enterprise Campus. The ground lease has an initial term of thirty (30) years with an option of two consecutive ten (10) year renewals.

Tech Pointe II, L.L.C., will execute subleases with qualified tenants who promote the Enterprise Campus's master plan and align with the University's academic and research strengths. The facility will be leased at a competitive market rate.

This proposed CEA will allow the University to service and maintain the Tech Pointe II facility and to recoup all such operational costs incurred from Tech Pointe II, L.L.C., out of the rents received from tenants. The initial term of the CEA is thirty (30) years with an option of two consecutive ten (10) year renewals.

Therefore, Louisiana Tech University requests permission to proceed with executing the attached cooperative endeavor agreement with Tech Pointe II, L.L.C. Approval is requested with the condition that all documents be reviewed by Board staff and counsel.

Sincerely,

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

Leslie K. Guice
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

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

AN EQUAL OPPORTUNITY UNIVERSITY

COOPERATIVE ENDEAVOR AGREEMENT
between
Louisiana Tech University (University)
and
Tech Pointe II, L.L.C. (TPII)

This Cooperative Endeavor Agreement (“Agreement”), effective as of the ____ day of _____, **2022**, (“Effective Date”), is made by and between:

LOUISIANA TECH UNIVERSITY

and

TECH POINTE II, L.L.C. (“TPII”), a Louisiana Limited Liability Company, created and operating under the laws of the State of Louisiana, with offices at 900 Tech Drive, Ruston, LA. 71270, and a mailing address of P. O. Box 3183, Ruston, LA. 71272; appearing herein through its duly authorized and undersigned Officer.

(University and TPII are collectively referred to herein as “Parties”, and each singularly is referred to herein as a “Party”).

WHEREAS, University and TPII are entering into this Agreement to evidence their intent to cooperate and work with each other in connection with the operation and management of a commercial office building (to be called Tech Pointe II) in Louisiana Tech University’s Enterprise Campus (a Louisiana Research Park), located in Ruston, Louisiana. The Enterprise Campus is a master-planned development with leading-edge infrastructure, facilities, and staff to support the recruitment, retention, and expansion of high-growth, technology-based businesses that attract highly skilled, innovative employees. Tenant companies have formal and informal relationships with the research and development, technology transfer, and education activities of the University. Additional information on the University’s Enterprise Campus and Tech Pointe II may be seen in “Attachment A”, which is attached hereto and is made a part hereof.

WHEREAS, TPII, through a separate Cooperative Endeavor Agreement, has partnered with Louisiana Economic Development and will construct a new commercial office space of high-quality architectural design and construction, flexible and functional interior spaces, and pleasant streetscaping. The building will have approximately 40,000 square feet spread over three floors. TPII will also lease space to various tenants in the office building at competitive market rates. In addition to their contractual obligations under their leases, tenants will support campus activities in cultivating opportunities, engaging resources, strengthening relationships, and creating synergy across campus.

WHEREAS, through this CEA, the University will operate and manage the facility and TPII will reimburse the University for its costs incurred from rent revenue received from tenants. TPII will be the lessor to tenants and will fulfill any and all duties and obligations contained in

such lease agreements, including collecting rents, and will pay any and all debt service related to the Tech Pointe II facility.

WHEREAS, The Louisiana Tech University Enterprise Campus is a vibrant district that hosts academic, research, residential, and supporting commercial activities. The economic activity occurring in the Enterprise Campus impacts both the City of Ruston and the I-20 corridor, as well as the State of Louisiana's focus on technology sector development.

WHEREAS, Current employment at Tech Pointe, the existing tenant space in the Enterprise Campus amounts to 200 employees with 150 of those being students. Projected employment after Tech Pointe II is completed will be 550 new employees, for a total of 750 employees.

WHEREAS, the University has determined that establishing, developing, constructing, leasing and operating this new commercial office building at the Enterprise Campus will further the University's public purpose of providing research opportunities for faculty, educational and employment opportunities for current and graduating students, and overall workforce/economic development for the region.

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, provides that for a public purpose the State and its political subdivisions, may engage in agreements with each other and with any public or private association, corporation or individual, and in Article VI, Section 21 (A) authorizes assistance to local industry;

WHEREAS, any expenditure or transfer of public funds or property, taken as a whole, if not gratuitous as set forth herein; and

WHEREAS, the University has a demonstrable, objective, and reasonable expectation of receiving a benefit of value equal to or greater than the amount expended or transferred by receipt of reimbursements from TPII for operating expenditures incurred by the University.

THEREFORE, for and in consideration of the mutual commitments made herein and the mutual benefits to be received by each party to this agreement, **IT IS MUTUALLY AGREED** as follows:

ARTICLE I. DEFINITIONS

- 1.1 Tech Pointe II Facility** shall mean the three story, forty thousand (40,000) square foot commercial facility to be constructed by TPII on the area of the University Enterprise Campus previously leased to TPII by that certain Ground Lease in the form approved by the University of Louisiana System on October 24, 2019.
- 1.2 Utilities** shall mean water, gas, and electricity.
- 1.3 Janitorial Services** shall mean reasonable and customary cleaning and upkeep services.

- 1.4 **Groundskeeping Services** shall mean reasonable and customary exterior services such as mowing grass, trimming hedges, pulling weeds, and planting flowers and shrubs.
- 1.5 **Routine Maintenance** shall mean services provided for the regular upkeep of physical properties of the Tech Pointe II Facility, including recurring, preventive, and on-going maintenance necessary to delay or prevent the failure of critical and non-critical building systems and equipment. Routine Maintenance does not include maintenance of movable property or activities that would constitute Major Repairs.
- 1.6 **Major Repairs** shall mean overhaul or replacement of major constituent parts, components or systems that have deteriorated or failed.

ARTICLE II. OBLIGATIONS OF TPII

2.1 Construction of Office Building. TPII has entered into a CEA with the Louisiana Department of Economic Development (“LED”) for the purpose of constructing the Tech Pointe II Facility on the University’s Enterprise Campus. TPII shall diligently proceed with the design and construction of the Tech Pointe II facility. TPII shall use commercially reasonable efforts to have the Tech Pointe II facility completed on or before January 1, 2023.

2.2 Leasing Office Space.

2.2.1 Tenants. TPII shall lease the usable space of the Tech Pointe II Facility, giving preference to Tenants who align with the University’s academic and research strengths and who will seek a synergistic relationship with the University, its faculty, and students.

2.2.2 Full Occupancy. TPII shall make all commercially reasonable efforts to maintain full occupancy of TPII during the Term of this Agreement.

2.2.3 Duties as Lessor. TPII shall:

- (a) collect all rents due from tenants when due;
- (b) be responsible to Tenants for the performance of all of TPII’s obligations listed in the lease agreement with Tenant, understanding that the University will not be responsible for such duties to Tenant except as expressly agreed to herein;
- (c) be responsible for requiring that Tenants: (i) maintain adequate insurance throughout the term of the Tenants’ leases, (ii) name the University as an additional insured, and (iii) require Tenants to provide proof of such insurance to University upon request;
- (d) be responsible for recovering money for any damages incurred by Tenants to the Tech Pointe II Facility; and
- (e) be responsible for evicting tenants and paying all costs incurred.

2.2.4 Compliance. TPII shall ensure, and make as a condition and obligation of any Tenant lease, that Tenants agree to and comply with all applicable rules, policies, and procedures of the University.

2.3 Payment of Invoices. TPII shall reimburse the University for all costs incurred operating, maintaining, insuring, and repairing the Tech Pointe II Facility within thirty (30) days of receiving any invoice from the University.

2.4 Maintenance Reserve Account. TPII shall create, maintain, and fund a Maintenance Reserve Account (“MRA”) and deposit annually an amount not less than \$75,000. Funds within the MRA shall be used only for Routine Maintenance and Major Repairs of the Tech Pointe II Facility as determined to be necessary by University.

2.5 Debt Service of Facility. TPII shall be responsible for any and all debt service related to the construction costs of the Tech Pointe II Facility. The University shall in no way be obligated for the construction costs, or associated debt service, with the Tech Pointe II Facility. TPII shall not cause or allow any liens or encumbrances to be placed on the Tech Pointe II Facility.

2.6 Insurance. On or before the completion of the Tech Pointe II Facility, TPII shall maintain appropriate insurance coverage for its operations including but not limited to general liability and business interruption coverage.

ARTICLE III. OBLIGATIONS OF UNIVERSITY

3.1 Operation of Facility. University and its employees shall maintain the Tech Pointe II Facility in substantially the same manner as other University facilities by providing and paying for the Utilities, Janitorial Services, Groundskeeping Services, Routine Maintenance, and Major Repairs. In addition to the services listed herein, University shall manage, maintain and provide keys and ID cards, as appropriate, for the Tech Pointe II Facility and to its Tenants.

3.2 Insuring Tech Pointe II Facility. University shall insure the Tech Pointe II Facility through the Louisiana Office of Risk Management. TPII and Tenants shall assist University as needed in securing and maintaining insurance coverage through the State of Louisiana. The University’s obligation to insure the Tech Pointe II Facility shall not commence until completion of construction of the Tech Pointe II Facility. University’s obligations to insure the Facility shall not include insuring TPII for its own acts or omissions of itself or its employees or contractors and shall not include business interruption coverage for Tenants.

3.3 Schedule of Operations. The University shall control the scheduling of Janitorial Services, Groundskeeping Services, and Routine Maintenance. The University will consult with TPII on scheduling Major Repairs prior to commitment.

3.4 Invoicing of TPII. University shall provide itemized invoices to TPII on a quarterly basis requesting reimbursement for its costs incurred in maintaining, insuring, and operating the Tech Pointe II Facility.

3.5 Internet and Telephone Access. University shall provide access to fiber optic internet connections with commercial carriers. Tenants' internet and phone networks will be each Tenant's obligation and will not be connected to or carried on University's networks or systems. Further, the University will not provide IT support for any of Tenant's networks or systems.

ARTICLE IV. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin upon completion of the Tech Pointe II Facility which is expected to occur in October 2023 and shall extend for a term of thirty (30) years, with the option to extend the Agreement for two (2) additional ten (10) year terms, (collectively the "Term") except that the auditing and accounting requirements and obligations of this Agreement will survive for five (5) years following the Term.

4.2 Termination. TPII or University may terminate this Agreement for cause based upon the failure of the other Party to comply with the terms and/or conditions of this Agreement, provided that the Party seeking termination shall give written notice specifying the other Party's failure. If, within thirty (30) days after receipt of such notice, the other Party shall not have either corrected such failure or commenced efforts to correct such failure and thereafter proceeded diligently to complete such correction, then the Party seeking termination may, at its option, place the other Party in default and this Agreement shall terminate, at the option of the Party seeking termination, on the date specified in such notice. Either Party may exercise any rights available to it under State law to terminate for cause upon the failure of the other Party hereto to comply with the terms and conditions of this Agreement; provided the Party shall give the other Party hereto written notice specifying the failure and a reasonable opportunity to cure the failure.

ARTICLE V. MISCELLANEOUS

5.1 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5.2 Amendments. This Agreement may be amended only upon the written consent of both Parties hereto and any further necessary approvals by the University of Louisiana System and/or the Louisiana Office of State Procurement.

5.3 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent, member or

employee of any Party hereto in his or her individual capacity, and neither the officers of any Party hereto nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement except to the extent required by law.

5.4 Approvals. Should approval be necessary for any purpose as required by this Agreement, such approval shall be considered effective when received from TPII by its President, or from University by its President.

5.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

5.6 Counterparts. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A copy of a signed Agreement delivered by facsimile transmission to the other Party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such Party.

5.7 Ambiguous Terms. Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this Agreement or any amendment to this Agreement.

5.8 Further Assurances. From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the University or TPII may reasonably request for the purpose of fulfilling its obligations hereunder.

5.9 Addresses for Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy, electronic mail (e-mail) or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth in the beginning paragraphs of this Agreement, or as to each party at such other address or numbers as shall be designated by such party in written notice to the other party.

5.10 Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach by any other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

5.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana without regard to its conflicts of laws.

5.12 Jurisdiction and Venue. The 19th Judicial District Court, in East Baton Rouge Parish, State of Louisiana, shall be deemed to be the exclusive Court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement. The Parties hereto hereby specifically waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

5.13 Tax Liability. TPII agrees that the responsibility for the payment of any taxes due from the funds received under this Agreement (if any) shall be its obligation and identified under TPII's Federal Tax ID Number which has been provided to University.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

5.14 Public Liability. Each Party hereto agrees to protect, defend, indemnify, save and hold harmless the other Party hereto and all other State departments, agencies, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act or omission of the Party, its agents, servants, and employees or any and all costs, expenses, and/or attorney fees incurred by the Party as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the other Party, the State, all other State departments, agencies, boards, commissions, and/or their respective agents, representatives, and/or employees. Each Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

5.15 Non-Discrimination Clause. Each Party hereto agrees to abide by the requirements of the following, as amended and as applicable: Title VI and VII of the Civil Rights Act of 1964; the Equal Opportunity Act of 1972; Federal Executive Order 11146; the Federal Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Fair Housing Act of 1968; the Uniformed Services Employment and Reemployment Rights Act of 1994; and the Americans with Disabilities Act of 1990. Each Party agrees not to discriminate in its employment

practices, and will render services under this Agreement without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by either Party, or failure to comply with these obligations when applicable, shall be grounds for the termination of this Agreement.

5.16 Survival. Except as expressly otherwise provided in this Agreement, all covenants, indemnities, representations, warranties, acknowledgments, agreements, rights and obligations of the Parties under this Agreement, that are capable of having effect after the termination of this Agreement for any reason, shall survive and remain in full force and effect beyond, and not be affected by, the termination of this Agreement.

5.17 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

5.18 Entire Agreement. This Agreement, along with the Ground Lease, constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between the Parties related to such subject matter, whether written or verbal, express or implied, and this Agreement cannot be supplemented, augmented, amended or in any manner changed or altered, except by written instrument approved and signed by duly authorized representatives of the Parties, and approved by the State's Office of State Procurement.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of TPII, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Ruston, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

WITNESSES:

TECH POINTE II, L.L.C. ("TPII")

Signature

By: _____

Signature

Printed Name

Printed Name: _____

Title: _____

Signature

Date: _____

Printed Name

WITNESSES:

LOUISIANA TECH UNIVERSITY

Signature

By: _____

Carrie M. Flournoy

Printed Name

Les Guice

Dr. Les Guice, President

Printed Name

Date: *10/05/2022*

Signature

Mary O. Lyons

Signature

Printed Name

Mary O. Lyons

Printed Name

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.3. McNeese State University's request for approval to amend its Five-Year Capital Outlay submission to include Planning & Construction for five projects.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission in August of 2022 by modifying five submissions. The University wishes to rearrange the monies in the Fiscal Year columns presented in its Capital Outlay plan to better match the priorities of the University and increase the cost for one project as follows:

Contraband Bayou Erosion Retaining Wall – Phase II

The University is not requesting any additional funds from Capital Outlay as suggested by the previous request; the University wants to show the reauthorization of the \$1,000,000 already in Capital Outlay in the Previous Funding column.

McNeese Disaster Recover Funding

This was inadvertently put in the FY 2023-24 column when it should have been put in the Previous Funding column.

Shearman Fine Arts Buildings

This project was approved in last year's Capital Outlay for \$7,725,000. Due to the inflation of materials over the past two years, this will not be enough to complete all the work planned for in this building. With that in mind, the campus is requesting an additional \$3,000,000 be added to this project to help ensure that the University is able to complete the work needed. This is the third phase of a project that started 14 years ago. **Total Amount of Request is \$10,725,000.**

Cowboy Stadium Repairs and Code Upgrade

This project was originally submitted for funding in FY 2024-25 (Year 2) and FY 2025-26 (Year 3). Due to recent inspections, the need to start repairs is more pressing than previously thought so the University requests that the request be moved to FY 2023-24 (Year 1) in the amount of \$4,500,000 and for FY 2024-25 (Year 2) in the amount of \$4,000,000. This project will allow McNeese to make some much needed repairs to keep this facility safe and to make code upgrades as required.

Burton Business Center Interior Renovation

This project was previously submitted under FY 2024-25 (Year 2) for \$4,650,000 and FY 2025-26 (Year 3) for \$4,000,000. Due to the Emergency Repairs being requested for the Burton Business Center Exterior Mitigation, it would make sense to perform the interior renovations as the exterior problems are addressed since it will also affect some of the interior. The University is requesting this request be moved to FY 2023-24 (Year 1) for \$1,015,000 and to FY 2024-25 (Year 2) for \$9,135,000.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before the deadline of November 1 for all five projects.

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 amend its Five-Year Capital Outlay submission to include Planning & Construction for five projects.*



F.3.

October 6, 2022

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

Dear Dr. Henderson:

McNeese State University requests approval to amend its Five-Year Capital Outlay submission to include Planning & Construction for five projects.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 27, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Daryl V. Burckel, M.S.".

Dr. Daryl V. Burckel
President

Attachments

McNeese State University
Five Year Capital Outlay Plan
FY 2023-24 thru 2027-28

Campus Priority	Project Type (E, C, N, SG)	Project Request Title	Funding Source (GOB, Rev Bond, S/G)	Previous Funding	FY 2023-24 (Year 1)	FY 2024-25 (Year 2)	FY 2025-26 (Year 3)	FY 2026-27 (Year 4)	FY 2027-28 (Year 5)	Total
1	E	Burton Business Center Exterior Mitigation	GOB		\$8,400,000					\$8,400,000
2	C	Contraband Bayou Erosion Retaining Wall - Phase II	GOB	\$7,516,997	\$1,000,000					\$8,516,997
3	C	McNeese Disaster Recovery Funding	GOB		\$10,000,000					\$10,000,000
4	C	McNeese Disaster Recovery Funding	S/G	\$5,000,000						\$5,000,000
5	C	Shearman Fine Arts Building	GOB		\$10,725,000					\$10,725,000
6	N	Cowboy Stadium Repairs and Code Upgrade	GOB		\$4,500,000	\$4,000,000				\$8,500,000
7	N	Burton Business Center Interior Renovation	GOB		\$1,015,000	\$9,135,000				\$10,150,000
8	N	Agriculture Building at Farm	GOB			\$6,150,000	\$8,000,000	\$3,000,000		\$17,150,000
9	N	Gayle Hall Renovations	GOB			\$4,546,463	\$3,011,088	\$2,000,000		\$9,557,551
10	N	Drew Hall & ETL Renovation	GOB			\$2,754,837	\$6,303,212			\$9,058,049
11	N	Kirkman Hall Renovation	GOB				\$834,150	\$9,175,650		\$10,009,800
12	N	Renovations to Classrooms & Labs Campus-wide	GOB				\$1,600,000	\$4,600,000		\$6,200,000
13	N	All-Purpose Covered Training Facility	GOB				\$3,000,000	\$4,000,000	\$5,000,000	\$12,000,000
14	N	Holbrook Student Union Abatement and Demolition	GOB					\$2,000,000		\$2,000,000
15	N	Parking Garage 4th Level Addition	GOB					\$1,500,000	\$3,500,000	\$5,000,000
16	N	Repairs to Streets and Drainage Campus-wide	GOB					\$1,290,000	\$3,190,000	\$4,480,000
17	L	Land Acquisitions	GOB					\$2,152,500	\$1,575,000	\$3,727,500
Total				\$12,516,997	\$35,640,000	\$26,586,300	\$22,748,450	\$29,718,150	\$13,265,000	\$140,474,897

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.4. McNeese State University's request for approval to purchase the land and building located at 501 East Sale Road in Lake Charles, Louisiana.

EXECUTIVE SUMMARY

McNeese is requesting approval to purchase land and building at 501 East Sale Road in Lake Charles from the Wesley Foundation. The property is a 35,360-square-foot site improved with a 4,785-square-foot structure. The property is located directly across the street from the University's main campus and adjacent to the Women's Athletic Complex and intramural fields.

McNeese has obtained the required MAI appraisal prepared by Core Realty, LLC, which values the property and improvements at \$590,000. The University has negotiated a purchase price of \$150,000. A Phase I Environmental Assessment has been completed by Booth Environmental Services, LLC. Interior and exterior repairs estimate was provided by Clark Builders, Inc. at a proposed cost of \$75,000.

As part of the McNeese Master Plan, this property will be used to house the Bookstore as well as a McNeese Fan Shop. The previous building housing the Bookstore was destroyed by Hurricane Laura. The Bookstore is currently located in the Student Union Ballroom, which is inadequate for its function.

RECOMMENDATION

It is requested 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 purchase the land and building located at 501 East Sale Road in Lake Charles, Louisiana.

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

BE IT FURTHER RESOLVED, that the President of McNeese State University or his or her designee is authorized to execute all documents necessary to purchase the land and building.

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



F.4.

October 6, 2022

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

Dear Dr. Henderson:

McNeese State University requests approval to purchase land and building at 501 East Sale Road in Lake Charles from the Wesley Foundation.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 27, 2022 meeting.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Daryl Burckel by JML".

Dr. Daryl V. Burckel
President

Attachments

EVANGELINE
Field Services, LLC

P.O. Box 97
Reddell, LA 70580
37-580-4445

October 10, 2022

Kevin W. Martin
Director, Facilities and Plant Operations
4406 Common St.
Lake Charles, LA 70605

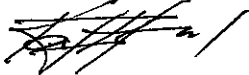
**RE: TITLE ABSTRACT REPORT
WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY
CALCASIEU PARISH, LOUISIANA**

Dear Mr. Martin,

Included herewith is the title report for the above captioned project covering properties presently owned by the Wesley Foundation at McNeese State University. I've also included Evangeline Field Services, LLC's invoice for preparing said report.

Please contact me if you have any questions or if you need any additional information.

Sincerely:



Karl Bertrand
Managing Partner
Evangeline Field Services LLC

EVANGELINE
Field Services, LLC

P.O. Box 97
Reddell, LA 70580
337-580-4445

October 10, 2022

EFSLLC INVOICE #22-024-101022

Kevin W. Martin
Director, Facilities and Plant Operations
4406 Common St.
Lake Charles, LA 70605

**RE: TITLE ABSTRACT REPORT
WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY
CALCASIEU PARISH, LOUISIANA
MCNEESE STATE UNIVERSITY PO #X2300331**

1 title report @ \$450/report	\$450.00
Copies (25 @ \$1.00/copy)	25.00
Total this invoice	\$475.00

TITLE RESEARCH REPORT

PARCEL NO. 00752754

PROJECT: WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY
REQUESTED BY: MCNEESE STATE UNIVERSITY
PROJECT #: PO #X2300331
PARISH: CALCASIEU

OWNER(S)

Wesley Foundation at McNeese State University
501 East Sale Road
Lake Charles, LA 70605

ASSESSMENT AND TAX INFORMATION

WARD NO. 5 PARCEL #00752754 PAGE NO. 1

NAME: WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY

ADDRESS: 501 E SALE RD
LAKE CHARLES, LA 70605

DESCRIPTION: W 1/2 LOT 18 J W TOOKE SUB, W 155 FT LOTS 19, 20 J W TOOKE SUB
STUDENT CENTER

ASSESSMENT
005 COML LOT(S) \$ 4,470.00
107 GOVT OWNED BUILDINGS \$56,800.00
TOTAL \$61,270.00

Property Taxes: \$0.00 Exempt: \$923.41

Refer to copy of current Assessment data attached.

ACQUISITIONS

Wesley Foundation at McNeese State University
FROM
Methodist Student Center of Lake Charles
Kind of Act: Name Change
COB 3754 Page 351
File No. 3024378
Dated: 09/21/2011
Recorded: 10/03/2011
Consideration: N/A
Secretary: Tom Schedler

ABTRACTOR'S NOTE: Name Change & Amendments To And Restatement of Articles of Incorporation of Methodist Student Center of Lake Charles -Changed name from Methodist Student Center of Lake Charles to Wesley Foundation At McNeese State University. See copy of the above referenced document attached to this report.

Methodist Student Center of Lake Charles
FROM
Louisiana Secretary of State
Kind of Act: Certificate of Incorporation
COB 2971 Page 57
File No. 2603983
Dated: 10/11/2002
Recorded: 11/04/2002
Consideration: N/A
Secretary: Fox McKeithen

ABSTRACTOR'S NOTE: Reinstatement of Certificate of Incorporation and Articles of Incorporation.

Acquisitions continued on following page

Methodist Student Center at McNeese
State College

Kind of Act: Declaration & Transfer of
Ownership

FROM

File No. 675119
Dated: 01/02/1957
Recorded: 01/03/1957

The First Methodist Church of
Lake Charles, Louisiana

Consideration: N/A
Notary: Murphy Moss

ABSTRACTOR'S NOTE: Declaration and Transfer of Ownership – The First Methodist Church of Lake Charles, Louisiana (FMCLCL) declares that it acquired property for a proposed Methodist Student Center at McNeese State College in a deed dated November 16, 1948 (see following entry for said deed). In order to place the record title of said property in the corporation that was intended to own and operate the student center, the FMCLCL conveyed, transferred and delivered unto Methodist Student Center of Lake Charles the subject property described as the West 155 feet of Lots 19 and 20 of the J W Tooke SD (see Description of The Property in this report). A copy of the referenced document is attached to this report.

Methodist Student Center of
Lake Charles

Kind of Act: Donation
COB 575 Page 501

FROM

File No. 605898
Dated: 01/05/1955
Recorded: 01/17/1955

Mrs. Elva Baker Fenton, widow of
William Fenton

Consideration: N/A
Notary: C. M. Moss

ABSTRACTOR'S NOTE: Donation – Mrs. Elva Baker Fenton donates a portion of the subject property described as being the West Half of Lot 18 of the J. W. Tooke Subdivision (see Description Of The Property in this report). A copy of the referenced document is attached to this report.

The First Methodist Church of
Lake Charles, Louisiana

Kind of Act: Cash Sale
COB 447 Page 419

FROM

File No. 411098
Dated: 11/16/1948
Recorded: 11/20/1948

William Edgar Helms

Consideration: \$2000.00
Notary C. M. Moss

ABSTRACTOR'S NOTE: Cash Sale – William Edgar Helms sells the subject property described as being the West 155 feet of Lots 19 and 20 of the J. W. Tooke Subdivision to The first Methodist Church of Lake Charles, Louisiana. This is the conveyance that is referred to in the Declaration and Transfer referenced above in this report.

William Helms

Kind of Act: Sale of Land
COB 355 Page 460

FROM

File No. 297920
Dated: 11/16/1939
Recorded: 06/07/1943

Jefferson Richey

Consideration: \$100.00
Judge: Gilbert H. Graham

ABSTRACTOR'S NOTE: Sale of Land – William Helms purchases East 253 feet of Lot 20, J. W. Tooke Subdivision from Jefferson H. Richey.

William Helms, h/o and
Effie Richey Helms

FROM

Elva B. Fenton, widow of
W. M. Fenton

Kind of Act: Vendor's Lien
COB 320 Page 461
File No. 245792
Dated: 09/12/1939
Recorded: 09/15/1939
Consideration: \$800.00
Notary: Charles R. Cline

ABSTRACTOR'S NOTE: Vendor's Lien – W. E. Helms and Effie Richey Helms, husband and wife,
purchase Lot 19 of J. W. Tooke Subdivision from Elva B. Fenton, wife of W. M. Fenton.

William Helms, h/o and
Effie Richey Helms

FROM

Josephine Helms, divorced from
William E. Helms

Kind of Act: Sale of Land
COB 274 Page 39
File No. 173785
Dated: 09/28/1934
Recorded: 01/23/1935
Consideration: \$200.00
Notary: Kenneth Levingstone

ABSTRACTOR'S NOTE: Sale of Land – William Helms, formerly married to Josephine Helms from
whom he is judicially divorced, and presently married to Effie Richey Helms, purchases subject property
described as being the West One-half of Lot 20, J. W. Tooke Subdivision, from said Josephine Helms.

DESCRIPTION OF THE PROPERTY

The West Half (W/2) of Lot Eighteen (18) of the J. W. Tooke Subdivision of the South Thirty-five (35) acres of the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section Eighteen (18), Township Ten (10) South, Range Eight (8) West, Louisiana Meridian, as per plat of said Subdivision, recorded in Conveyance Book No 156 at page 267 of the records of Calcasieu Parish, Louisiana, subject to such rights of way for public roads or easements affecting said property that are recorded in the conveyance records of Calcasieu Parish, Louisiana.

AND

The West one hundred fifty-five (155) feet of Lots Nineteen (19) and Twenty (20) of the J. W. Tooke Subdivision of the South Thirty-five (35) acres of the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section Eighteen (18), Township Ten (10) South, Range Eight (8) West, Louisiana Meridian, as per plat recorded, subject to a right-of-way for a public road along the West Boundary thereof.

This done and signed at Lake Charles, Louisiana, on this the 10th day of October, 2022.



Karl Bertrand
Land Title Consultant
Evangeline Field Services, LLC

LIST OF OWNERS AND ADDRESSES
MARITAL STATUS AND % OF INTEREST

1. Wesley Foundation at McNeese State University
501 E. Sale Road
Lake Charles, LA 70605

Interest: 100%

Calcasieu Parish Assessor 2022 Assessment Listing

Parcel#
00752754

Primary Owner
WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY

Mailing Address
501 E SALE RD
LAKE CHARLES LA 70605-0000

Ward
3L

Type
EXEMPT

Legal
@181008-1913- 001802 0000
@181008-1913- 001905 0000
@181008-1913- 002005 0000
W 1/2 LOT 18 J W TOOKE SUB, W 155 FT LOTS 19,20 J W TOOKE SUB
STUDENT CENTER

Physical Address
501 SALE ST E

Parcel Items

Property Class	Assessed Value	Market Value	Units	Exempt
005 COML LOT(S)	4,470	44,700	3.00	4,470
107 GOVT OWNED BUILDINGS	56,800	378,667	1.00	56,800
TOTAL	61,270	423,367	4.00	61,270

Deeds

Deed#	Type	Date	Amount	Book	Page
3024378	NAME CHANGE	10/3/2011	0	3754	351

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To	Address
NO	WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY	YES	100.0000	100.0000	1/1/1980		

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
TOOKE, J W		0018	18	10	08	02
TOOKE, J W		0019	18	10	08	05
TOOKE, J W		0020	18	10	08	05

PARISH

Millage	Mills	Taxpayer Tax	Exempt Tax
003 PARTXMT(3L4S4W6D7V)	2.0600	0.00	126.22
004 CONSTSCHOOL MT(ALL)	5.0600	0.00	310.03
005 SPECIAL SCHOOL (ALL)	11.9400	0.00	731.56
008 ROAD MAINT MT (ALL)	3.8300	0.00	234.66
009 CAL-LC HEALTH MT(ALL)	2.3400	0.00	143.37
010 JUV DET MT (ALL)	3.2900	0.00	201.58
012 MOSQ CONT MT(ALL)	1.9700	0.00	120.71
013 ASSESSOR MT (ALL)	1.2500	0.00	76.59
017 CRIMINAL JUST MT(ALL)	2.9800	0.00	182.58
018 SCHOOL#33 SK(*3,*3L)	6.8000	0.00	416.64
042 LIBRARY MT (ALL)	5.9900	0.00	367.01
045 AIRPORT MT (3,3L,*4)	0.5900	0.00	36.15
047 LCHT(*13,3L*4*4S4W*6)	2.4800	0.00	151.95
062 LAW ENF #1 MT(ALL)	6.2300	0.00	381.71
067 COLISEUM MT (ALL)	1.4100	0.00	86.39
086 CHENLT AUTH MT(ALL)	5.3800	0.00	329.63
087 CRTHSE JAIL MT(ALL)	3.2700	0.00	200.36
090 LAW ENF #2 MT(ALL)	5.6200	0.00	344.34
072 REC DIST#1 WD3 (3,3L)	7.2100	0.00	441.76
022 SCHOOL#22 SK(*3,*3L)	0.0000	0.00	0.00
074 GR#2E(1,2,3,3L,8,8I)	5.7500	0.00	352.30
TOTALS	85.4500	0.00	6,161.95

CITY

Millage	Mills	Taxpayer Tax	Exempt Tax
101 L.C. CITY TAXES EXC	15.1200	0.00	926.41
TOTALS	15.1200	0.00	926.41

Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
WESLEY FOUNDATION
501 EAST SALE ROAD
LAKE CHARLES, LA 70605

First VENDOR
WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY

First VENDEE
-RE: RESTATED ARTICLES OF INCORPORATION CHANGING THE CORPORATE NAME

Index Type : Conveyances
Type of Document : Articles Of Incorporation
Recording Pages : 18

File Number : 3024378
Book : 3754 **Page :** 351

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Calcasieu Parish, Louisiana

On (Recorded Date) : 10/03/2011
At (Recorded Time) : 10:26:46AM



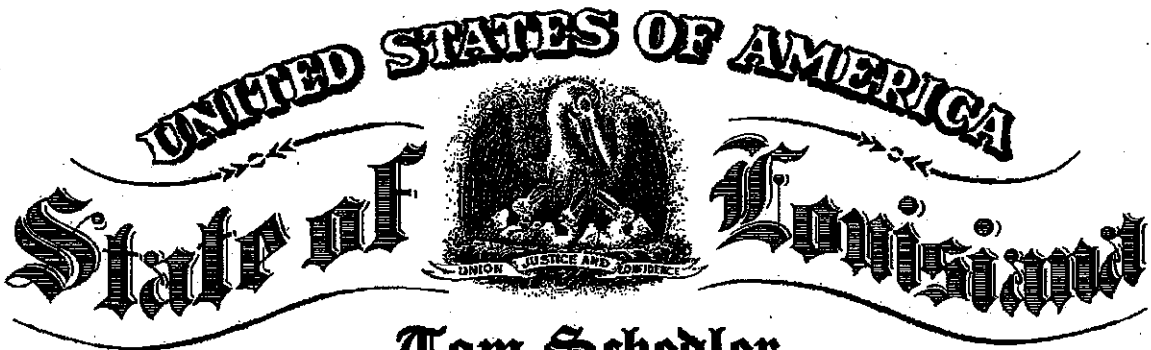
Deputy Clerk

Doc ID - 028638370018

Return To :
WESLEY FOUNDATION
501 EAST SALE ROAD
LAKE CHARLES, LA 70605

Do not Detach this Recording Page from Original Document

17
1c



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of Restated Articles of Incorporation of

METHODIST STUDENT CENTER OF LAKE CHARLES

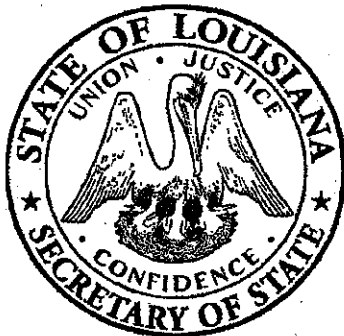
Domiciled at LAKE CHARLES, LOUISIANA, changing the corporate name to

WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY

Was filed and recorded in this Office on September 20, 2011.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

September 21, 2011

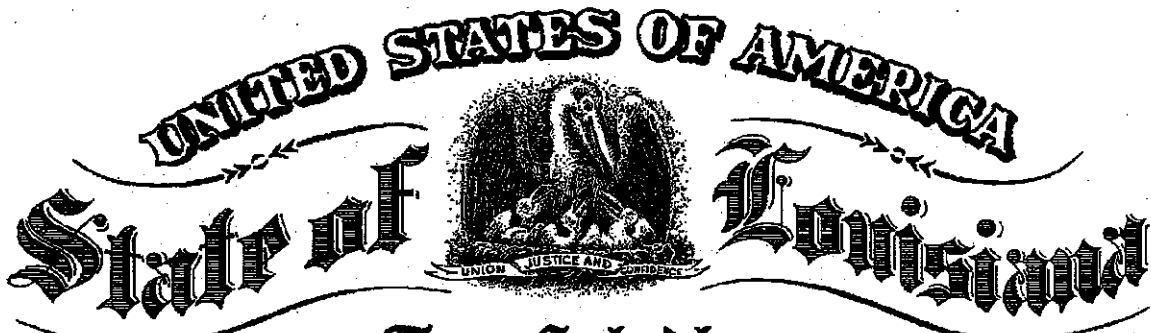


Secretary of State

BB.02000170N

Certificate ID: 10203980#R9R93

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the attached document(s) of

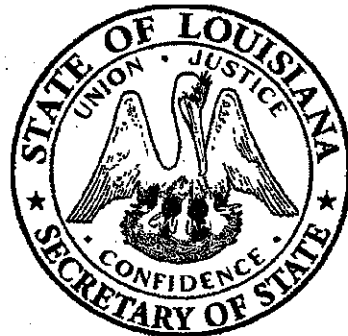
WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY

are true and correct and are filed in the Louisiana Secretary of State's Office.
40620936 Restated Amendment 09/20/2011 15 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,
September 21, 2011

Secretary of State

BB 02000170N



Certificate ID: 10203981#NJ62
To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

**AMENDMENTS TO AND RESTATEMENT
OF ARTICLES OF INCORPORATION OF
METHODIST STUDENT CENTER OF LAKE CHARLES**

STATE OF LOUISIANA :
 :
PARISH OF CALCASIEU :

BEFORE ME, the undersigned Notary Public duly commissioned in and for the State and Parish aforesaid and in the presence of the undersigned competent witnesses, personally came and appeared, PAUL LEMING, a major resident of Lake Charles, Calcasieu, Louisiana, appearing herein as the duly elected and authorized President of the Board of Trustees of the Methodist Student Center of Lake Charles (hereinafter sometimes "the Corporation"), a corporation organized and existing under the laws of the State of Louisiana, who did declare as follows:

The corporation attempted to change its name and adopt other amendments to the original Articles of Incorporation in 2003, but no amendment was ever filed with the Louisiana Secretary of State;

The Corporation now desires to amend its Articles of Incorporation to incorporate the intended 2003 amendments and changes that have become necessary since that time;

Therefore, pursuant to a Resolution passed by a special meeting of the membership held on the 11th day of August, 2011, which Resolution was adopted unanimously by the voting members present after notice of the meeting

with the proposed amendment had been submitted to the membership thirty (30) days prior to the meeting as required by R.S. 12:237, which Resolution is annexed hereto, he now appears for the purpose of effecting these Restatements and Amendments to the corporation's Articles of Incorporation, originally filed under file number 450197 on January 13, 1950, in Charter Book 8 at Page 480, records of Calcasieu Parish, Louisiana (hereinafter "the Original Articles of Incorporation") as follows:

1.

Article I of the Original Articles of Incorporation is amended to change the name of the corporation and is otherwise restated as follows:

"ARTICLE I. - NAME

The name of this corporation is declared to be WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY under which name and style it shall exist for a period of ninety nine years from the date hereof, unless sooner dissolved as provided by law, and it shall possess and exercise all of the rights, powers and privileges which are now, or may hereafter be, conferred upon corporations of this nature by the laws of the State of Louisiana."

2.

Article II is amended to reflect the change in the name of John McNeese Junior College to McNeese State University and is otherwise restated as follows:

- 2 -

"ARTICLE II. - OBJECTS AND PURPOSES

The objects and purposes of this corporation are to acquire, maintain and operate a Methodist Student Center for the students of McNeese State University and for other young people within the area served by said University, under the auspices of The United Methodist Church; to provide recreational and other facilities, spiritual and educational guidance and advantages; and to provide for and carry out any work, project or program, and to do and perform all things, necessary or incidental to the aforesaid objects and purposes."

3.

Article III is amended to change the address of the registered office as follows:

"ARTICLE III. - LOCATION

The location and post office address of the registered office of this corporation is hereby fixed at 501 E. Sale Rd, Lake Charles, Louisiana 70605."

4.

Article IV is amended to provide prohibitions and limitations regarding earnings distributions and is otherwise restated as follows:

"ARTICLE IV. - NON PROFIT STATUS

This is a non-profit corporation as defined in Section 1 (H) of Act No. 455 of 1948.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that

- 3 -

which the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the organization. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision herein, this organization shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the organization."

5.

Article V is amended as follows:

"ARTICLE V. - MEMBERSHIP

A. This corporation is organized on a non-stock basis, and the membership of this corporation shall consist of the persons constituting its Board of Directors, which may also be referred to as the Administrative Board, as hereinafter provided for, and such members shall be members of The United Methodist Church residing in the Lake Charles District of The United Methodist Church, Louisiana Conference, South Central Jurisdiction.

- 4 -

B. At all times at least sixty percent (60%) of the members of the Administrative Board must be appointed OR elected by the Louisiana Annual Conference, in accordance with the Discipline of The United Methodist Church.

C. Additional qualifications for membership, procedures for the election of officers, and responsibilities of the Board of Directors shall be as set forth herein or in the By-laws of the corporation as may be amended from time-to-time."

6.

Article VI is hereby amended to change the references from "The Methodist Church" to "The United Methodist Church" as follows:

"ARTICLE VI. – AFFILIATION

This corporation shall be affiliated with The United Methodist Church and shall be subject to the Discipline, Constitution, By-laws and Regulations promulgated by the General Conference of The United Methodist Church and by the Annual Conference within whose bounds this corporation is domiciled."

7.

Article VII is amended to redefine vesting of corporate powers as follows:

"ARTICLE VII. – BOARD OF DIRECTORS

The corporate powers of this corporation shall be vested in a Board of Directors of twenty-five (25), each of whom shall have the qualifications of members of this corporation as set forth above and in the By-laws. As terms of members of Board

expire, new members shall be elected by the Lake Charles District Conference, Louisiana Annual Conference, South Central Jurisdiction of The United Methodist Church, or such conference of The United Methodist Church within whose bounds this corporation is domiciled, upon the nomination of the District Superintendent or other corresponding official, of the District of The United Methodist Church within whose bounds this corporation is domiciled. Any vacancy in membership on said Board may be filled by appointment by such District Superintendent for the remainder of the terms of the member of the Board whose vacancy is filled. The term of office of each Director, except the members of the first Board as hereinafter provided for, shall be three years, but all Directors shall serve until their successors are elected. The Board of Directors and the officers of this corporation shall have all powers and authority granted by law unless modified herein, in the corporation's By-laws, or The Book of Discipline of The United Methodist Church, as that book may be amended from time-to-time, the terms of which are incorporated herein by reference."

8.

Article VIII of the Original Articles of Incorporation are amended as follows:

"ARTICLE VIII. - BOARD OF TRUSTEES

The Board of Trustees of The Wesley Foundation at McNeese State University shall hold title to the property and assets of The Wesley Foundation in trust for the

- 6 -

benefit of The United Methodist Church subject to the usages and disciplines of The United Methodist Church.”

9.

Article IX is hereby amended as follows:

“ARTICLE IX. – OFFICERS

The Board of Directors shall elect from their own membership a President, a Vice President, a Secretary and a Treasurer, who shall constitute the officers of this corporation. The offices of Secretary and Treasurer may be held by the same person. The procedure for election of officers shall be further defined in the corporation’s By-laws.”

10.

Article X is hereby amended as follows:

“ARTICLE X. – ANNUAL MEETING

The officers of this corporation shall be elected at the annual meeting of the Board of Directors and shall serve for one year or until their successors are elected and qualified.”

11.

Article XI is hereby amended and restated as follows:

"ARTICLE XI. – NOTICE OF MEETINGS

Any meeting of the Board of Directors, or members of this corporation, may be held at any place within the Lake Charles District of The United Methodist Church as may be determined by the President of this corporation from time to time. No written notice shall be required to be given for any meeting in any case where the members are otherwise notified at least forty-eight hours prior to such meeting."

12.

Article XII is hereby restated as follows:

"ARTICLE XII. – CAPITAL

This corporation shall not be required to have any paid in capital to begin its corporate functions."

13.

Article XIII is hereby amended as follows:

"ARTICLE XIII. – REGISTERED AGENTS

The full names and post office addresses of the registered agents of this corporation, upon either of whom legal process or other notices or demands may be served, are as follows, to wit:

Rev. Steven Spurlock
816 Kirkman Street
Lake Charles, LA 70601

Rev. Angela Bulhof
501 E. Sale Road
Lake Charles, LA 70605"

14.

Article XIV is hereby restated as follows:

"ARTICLE XIV. - INCORPORATORS

The full names and post office addresses of the original incorporators were as follows, to wit:

James Henry Cain	214 West 2nd Street, DeRidder, Louisiana
Forrest Komer White, Jr.	225 Farquhar St., Lake Charles, Louisiana
Walter Vernon Denton	3625 South St., Lake Charles, Louisiana
Joseph Winfred Hebert	Rt. 2 Box 494, Lake Charles, Louisiana
Charles Emanuel Kingery	1323 Tenth St., Lake Charles, Louisiana
Harold Adams Boling	312 Pujo St., Lake Charles, Louisiana
Mrs. Winfred Scott McFarlane	404 Pecan St., Sulphur, Louisiana

15.

The original Articles of Incorporation are hereby amended to add Article XV as follows:

"ARTICLE XV. - AMENDMENTS

A. Amendments to the Articles of Incorporation or the By-laws of the Corporation shall be made at a meeting thereof, by a two-thirds vote of the members present. Notice of the amendment action shall be given in the preceding regularly scheduled meeting of the Board or by 2 week notification by mail.

B. Anything to the contrary notwithstanding, any amendments to the following provisions shall require the approval of the Annual Conference: Articles II, IV, V.B., VI, XV.B., and XVI."

16.

The original Articles of Incorporation are hereby amended to add Article XVI as follows:

"ARTICLE XVI. – DISSOLUTION

Upon the dissolution of the organization, all assets of the organization remaining after all liabilities and obligations of the organization have been paid, satisfied and discharged, will be transferred, conveyed and distributed to the Louisiana Annual Conference.

If on the date of such proposed distribution, the Louisiana Annual Conference is no longer in existence or does not qualify for exempt status under 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, the assets of the organization shall be transferred, conveyed, and distributed to the United Methodist entity (the successor organization) entitled under the Book of Discipline of The United Methodist Church, or by other General Conference, Jurisdictional Conference or District action, to receive the assets of the organization upon its dissolution.

If, pursuant to the preceding paragraphs, the organization's assets are to be distributed to the Successor Organization but on the date of their proposed distribution, the Successor Organization is no longer in existence or does not qualify for exempt status under 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, the assets of the organization shall be transferred, conveyed and distributed to such other United Methodist related organization(s) as may be specified in, or provided for, under a Plan of Distribution adopted by this organization; provided, however, that in any event, each such distributee organization shall be exempt under the provisions of 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code."

17.

The original Articles of Incorporation are hereby amended to add Article XVII as follows:

"ARTICLE XVII. - BY-LAWS

The directors shall have the authority to adopt By-laws of the corporation. The said By-laws shall be amended, changed, or repealed in the manner provided by the said By-laws."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

THUS DONE, READ AND SIGNED in my offices at Lake Charles, Calcasieu Parish,
Louisiana, on this 11th day of August, 2011.

WITNESSES:

Paul W. Lemkin
PAUL W. LEMKIN

Ann Warner
ANN WARNER

Steven Bellard
Steven Bellard

Jerry Hartwell
Jerry Hartwell

Gayla D. Ashmore
Notary Public
Notary ID#: 8000

GAYLA D. ASHMORE

RESOLUTION OF THE BOARD OF DIRECTORS
AND THE GENERAL MEMBERSHIP OF
THE WESLEY FOUNDATION AT MCNEESE STATE UNIVERSITY,
Formerly,
THE METHODIST STUDENT CENTER OF LAKE CHARLES

BE IT RESOLVED, that the Wesley Foundation at McNeese State University of Lake Charles, meeting through its Boards of Directors and Trustees and through its general membership at a meeting called pursuant to Statute LSA R.S. 12:237 does hereby adopt the foregoing restatement and amendments to its Articles of Incorporation.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolutions adopted by the Board of Trustees and the general membership of Methodist Student Center of Lake Charles, held in the meeting of said Board of Trustees and general membership at Wesley Foundation, 501 East Sale Road, Lake Charles, Louisiana 70605, on 11th day of August, 2011, after notice to all members as required by statute at least thirty (30) days prior to their meeting including with said notice a statement of the Amendments to be proposed at which meeting the Amendments and Restatements were unanimously adopted by all members present which Resolutions have not been revoked and are still in effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Certification of Compliance with La. R.S. 12:241

1. This restatement accurately copies the articles and all amendments thereto in effect as the date of this restatement, without substantive change except as were made by amendments indicated in the restatement;

2. Each amendment to the original articles included in this restatement has been effected in conformity with law;

3. The original Articles were adopted by Act before C.M. Moss, Notary Public on December 30, 1949 and filed with the office of the Secretary of State on January 16, 1950 and filed on January 13, 1950 under the file number 450197, Charter Book 8 at page 480, records of Calcasieu Parish, Louisiana. These Restatements and Amendments were approved by the general membership of the corporation on 11th day of August, 2011.

4. The meeting was held and the Restatement and Amendments were adopted in conformity with La R.S. 12:237, 12:238, and 12:241.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Witness my office signature at Lake Charles, Louisiana, on this
the 11th day of August, 2011.

Paul W. Leming
PAUL W. LEMING


Jerry Hartwell
Jerry Hartwell

Steven Bellard
Steven Bellard

Ann Warner
Secretary ANN WARNER

UNITED STATES OF AMERICA

State of Louisiana



DUPLICATE
Fox McKeithen
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the Articles of Incorporation and Certificate of Incorporation of

METHODIST STUDENT CENTER OF LAKE CHARLES

have been reinstated and the revocation of May 15, 1998, is set aside and said Articles of Incorporation are reinstated.

Instr# 2603983
 Filed CALCASTEU PARISH, LA
 JAMES R. ANDRUS, CLERK
 Date: 11/04/02 Time: 3:21

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

October 11, 2002.

Fox McKeithen

SPR 02000170N 35354642

Secretary of State

CHARTER



CONVEYANCE

2971 057

489 Burgette Law Firm

OFFICE OF CLERK OF COURT
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CALCASIEU PARISH LOUISIANA

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CONVEYANCE
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675119

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

BE IT KNOWN: That, before me, Murphy Moss, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared THE FIRST METHODIST CHURCH OF LAKE CHARLES, LOUISIANA, a nonprofit corporation, domiciled in Lake Charles, Louisiana, herein represented by Clement M. Moss, President of its Board of Trustees, duly authorized, who declared as follows, to wit:

That the hereinafter described property was acquired by The First Methodist Church of Lake Charles, Louisiana, for a proposed Methodist Student Center at McNeese State College, by deed dated November 16, 1948, and filed in the Conveyance Records of Calcasieu Parish, Louisiana, on November 17, 1948, under File No. 411098; that the purchase price set forth in the deed by which said property was acquired was paid for by a group of Methodist Churches in the Lake Charles area, and title to said property was taken in the name of The First Methodist Church of Lake Charles, Louisiana, with the consent of the Board of Stewards of said Church given at its regular meeting held in October 1948, with the understanding that title to said property would be transferred to a corporation to be organized for the purpose of owning and operating said Student Center at McNeese State College;

That, on December 30, 1949, there was organized, as a nonprofit corporation, Methodist Student Center of Lake Charles, and it has just been ascertained that the hereinafter described property was never legally transferred to said new corporation, as was intended when said property was acquired;

NOW, THEREFORE, for the consideration stated above and to place the record title of said property in the corporation that was intended to own and operate the same, The

First Methodist Church of Lake Charles, Louisiana, herein represented by Clement M. Moss, its duly authorized President of its Board of Trustees, does hereby convey, transfer and deliver unto METHODIST STUDENT CENTER OF LAKE CHARLES, a non-profit corporation, domiciled at Lake Charles, Louisiana, the following described property situated in the Parish of Calcasieu, Louisiana, to wit:

The West one hundred fifty-five (155) feet of Lots Nineteen (19) and Twenty (20) of the J.W. Tooke Subdivision of the South thirty-five (35) acres of the Southeast Quarter of the Southeast Quarter (SE/4 of SE/4) of Section Eighteen (18), Township Ten (10) South, Range Eight (8) West, La. Mer., as per plat recorded, subject to a right of way for a public road along the West boundary thereof, with all improvements situated thereon.

TO HAVE AND TO HOLD the above described property, with all and singular, the rights and appurtenances thereto belonging, unto METHODIST STUDENT CENTER OF LAKE CHARLES, its successors and assigns forever, with full warranty of title.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and Notary Public, at Lake Charles, Louisiana, on this 2nd day of January, 1957.

WITNESSES:

THE FIRST METHODIST CHURCH OF LAKE CHARLES, LOUISIANA,

Marguerite Steed
Marguerite Steed

By Clement M. Moss
Clement M. Moss, President of its Board of Trustees

Elvera Norman
Elvera Norman

Murphy Moss
Murphy Moss, Notary Public

15 45 Hon. Y. Court.

~~DONATION CONVEYANCE~~

~~RECORDED IN THE PUBLIC RECORDS OF CALCASIEU PARISH, LOUISIANA
MAY 17 1 23 PM '33~~

7.50
pe

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

BE IT KNOWN: That, before me, C. M. Moss, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned witnesses, personally came and appeared MRS. ELVA FENTON, born Baker, widow of William Fenton, deceased, herein donating her separate property inherited by her, a resident of Jefferson Davis Parish, Louisiana, hereinafter referred to as Donor, who declared that, in consideration of her desire to assist the hereinafter named Donee in its purposes as set forth in the articles of incorporation of the said Donee, she has granted, given and donated, and by these presents does grant, give and donate inter vivos at present and irrevocably, unto Methodist Student Center of Lake Charles, hereinafter referred to as Donee, a nonprofit corporation domiciled in Calcasieu Parish, Louisiana, the following described property situated in the City of Lake Charles, Louisiana, to-wit:

605898
H. Graham

The West Half ($W\frac{1}{2}$) of Lot Eighteen (18) of the J. W. Tooke Subdivision of the South Thirty-five (35) acres of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section Eighteen (18), Township Ten (10) South, Range Eight (8) West, La. Mer., as per plat of said Subdivision recorded in Conveyance Book No. 156 at page 267 of the records of Calcasieu Parish, Louisiana, subject to such rights of way for public roads or easements affecting said property that are recorded in the Conveyance Records of Calcasieu Parish, Louisiana.

TO HAVE AND TO HOLD the property herein donated unto the said Donee, its successors and assigns forever, with full subrogation to all rights and actions of warranty which the Donor has or may have against all former owners of said property, but without any warranty of title except against her own acts.

The said Donor declares that this donation does not divest her of all of her property, but covers only a portion of the property owned by her, and that she has reserved other properties that are more than sufficient for her subsistence.

And to these presents personally came and appeared the said Donee, acting by and through Walter V. Denton, its duly authorized Secy.-Treas., who declared unto me, said Notary Public, in

the presence of the undersigned competent witnesses, that it hereby accepts, with gratitude, for itself, its successors and assigns, the property herein donated to it, and it hereby acknowledges delivery and possession thereof.

The certificate of mortgages required by article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by the parties hereto, and it is shown that all taxes have been paid on said property through 1954.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary Public, at Lake Charles, Louisiana, on this 5th day of January , 1955.

WITNESSES:

Theresa La Belle
Theresa LaBelle

Cherie Wegener
Cherie Wegener

Mrs. Elva Baker Fenton
Mrs. Elva Baker Fenton

Methodist Student Center of Lake Charles

By Walter V. Denton
Walter V. Denton, Secretary-
Treasurer

C. M. Moss
C. M. Moss, Notary Public

CLERK'S FORM

75
95 411098

STATE OF LOUISIANA }
Parish of Calcasieu }

Know All Men By These Presents:

1.25
[Signature]

THAT I, WILLIAM EDGAR HELMS

~~WARRANTANCE~~

of the Parish of Calcasieu, State of Louisiana, for and in consideration of the sum of TWO THOUSAND & NO/100 (\$2000.00) DOLLARS to me in hand paid by THE FIRST METHODIST CHURCH OF LAKE CHARLES, LOUISIANA, a religious corporation domiciled in Lake Charles, Louisiana,

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, with full subrogation to all of my rights and actions of warranty against all former owners and vendors, unto the said THE FIRST METHODIST CHURCH OF LAKE CHARLES, LOUISIANA

of the Parish of Calcasieu, and State of Louisiana, all that certain lot or parcel of land situate in the Parish of Calcasieu, Louisiana, to-wit:

The west one hundred fifty-five (155) feet of Lots Nineteen (19) and Twenty (20) of the J. W. Tooke Subdivision of the south thirty-five (35) acres of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Eighteen (18), Township Ten (10) South, Range Eight (8) West, La. Mer., as per plat recorded, subject to a right-of-way for a public road along the west boundary thereof.

And I, the said vendor, do declare on oath that when I acquired the title to the herein described property I was married but once and then to Effie Richey with whom I am now living, and there being no change in the community existing under the law.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, to the said purchaser and to its successors forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said THE FIRST METHODIST CHURCH OF LAKE CHARLES, LOUISIANA, its successors

and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Lake Charles, Louisiana, in the presence of Marion North and Violet Fisher

lawful witnesses, on this 16th day of November Anno Domini One Thousand Nine Hundred Forty-eight 19 48.

ATTEST:

William Edgar Helms

Marion North
Violet Fisher

447/419

STATE OF LOUISIANA

Parish of Calcasieu

BEFORE ME, C. M. Moss, Notary Public in and for said

Parish and State, this day personally appeared

William Edgar Helms

to me personally known to be the identical person

whose name is subscribed to the foregoing instrument, and acknowledged to

me in the presence of Marion North and

Violet Fisher

witnesses, that he executed the same on the date

hereof, and that it was his own free and voluntary act for the uses and purposes therein expressed.

WITNESS my official signature and seal at Lake Charles, Louisiana, on

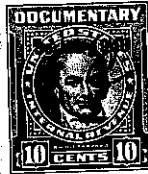
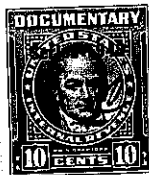
this 16th day of November, A. D. 1948

WITNESSES:

Marion North
Violet Fisher

William Edgar Helms

C. M. Moss
Notary Public.



OFFICE OF CLERK OF COURT

Nov 17 3 40 PM '48

CALCASIEU PARISH LOUISIANA

E. J. [Signature]
Deputy Clerk of said Court and Notary Public
I hereby certify, that the within Document
was the day duly recorded in my office, in Book at seq. 477
of 419 pages on page my official signature and
in witness whereof, I, this 17th day of November
A. D. 1948
Seal at Lake Charles, La.

THE STATE OF LOUISIANA
PARISH OF CALCASIEU
OFFICE OF CLERK OF COURT

411098

TO

WARRANTY DEED

STATE OF LOUISIANA
Parish of Calcasieu
CLERK OF
COURT'S OFFICE

I hereby certify that the within Act of Sale was

filed for record in my office the _____ day of _____

_____ 19____, and was

duly recorded on the _____ day of _____

_____ 19____, in Convey-

ance Record No. _____, pages _____

et seq.

Witness my hand and seal of office at Lake

Charles, La., the _____ day of _____

A. D. 19____

Deputy Clerk and Ex-Officio Recorder

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.5. **Nicholls State University's** request for approval to name Room 16 of the Student Union the "Dr. Bonnie J. Bourg Leadership Center."

EXECUTIVE SUMMARY

The University is requesting approval to name Room 16 of the Student Union the "*Dr. Bonnie J. Bourg Leadership Center.*" Dr. Bourg has made substantial contributions to the student experience at Nicholls. The facility space was originally a set of racquetball courts. Most recently one side has been used for SGA and other student organization meetings while the other side has been used for student organization storage. The University has recently completed some minor cosmetic updates to the meeting side funded by a collaboration among the Nicholls Foundation, Student Government Association, and Student Programming Association.

The long-term plan is to raise funds to completely renovate the facility into a contemporary space where student organizations can hold meetings, retreats, training, and other leadership opportunities and experiences.

Dr. Bourg was a faculty member who became the first Dean of Women and then the first female vice president serving as the Vice President for Student Affairs until her retirement in 1991. Additionally, she is the author of the Nicholls Alma Mater. The dedication of this space to Dr. Bourg is a fitting tribute to her unwavering commitment to student development and the advancement of Nicholls State University.

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 name Room 16 of the Student Union the "*Dr. Bonnie J. Bourg Leadership Center.*"



Nicholls State University

Office of the President

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

F.5.

October 6, 2022

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 October 27, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

*Name Room 16 in the Student Union the
Dr. Bonnie J. Bourg Leadership Center.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External & Alumni Affairs



Nicholls State University

Office of the President

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

October 27, 2022

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

RE: Name Room 16 of the Student Union to the Dr. Bonnie J. Bourg Leadership Center

Dear Dr. Henderson,

Nicholls State University hereby requests approval to name the cosmetically updated Room 16 of the Student Union:

Dr. Bonnie J. Bourg Leadership Center

The University wishes to recognize the substantial contributions Dr. Bonnie Bourg made to the student experience at Nicholls State University. The facility space was originally a set of racquetball courts. Most recently one side has been used for Student Government Association (SGA) and other student organization meetings while the other side has been used for student organization storage. The University has recently completed some minor cosmetic updates to the meeting side funded by a collaboration among the Nicholls Foundation, SGA, and Student Programming Association. The long-term plan is to raise funds to completely renovate the facility into a contemporary space where student organizations can hold meetings, retreats, training, and other leadership opportunities and experiences. Dr. Bourg was an original faculty member who became the first Dean of Women and then the first female vice president serving as the Vice President for Student Affairs until her retirement in 1991. Additionally, she is the author of the Nicholls Alma Mater. The dedication of this space to Dr. Bourg is a fitting tribute to her unwavering commitment to student development and the advancement of Nicholls State University.

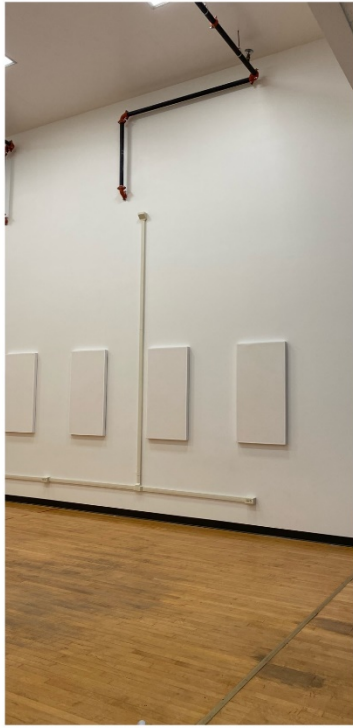
Therefore, I respectfully request that you and the University of Louisiana System Board of Supervisors approve this request to name the cosmetically updated Room 16 of the Student Union to the Dr. Bonnie J. Bourg Leadership Center.

Sincerely,

Jay Clune, PhD
President

Executive Summary Attachment A





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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.6. **Nicholls State University's** request for approval to enter into a Ground Lease with the Nicholls State University Foundation for construction of a concrete slab for the covered outdoor practice facility, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground Lease with the Nicholls State University Foundation, a non-profit organization, for the construction of a concrete slab to extend the length of the practice area of a covered outdoor practice facility, as authorized by La. R.S. 17:3361. The lease consists of the ground area to have a 25-yard by 53.3-yard concrete slab in the field directly behind Boucvalt Athletic Complex. The project cost is approximately \$400,000. The work will consist of constructing a concrete slab to lengthen the outdoor covered practice facility field from 75 yards to 100 yards. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a two-year period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on October 31, 2024, or upon completion of the construction of the new facilities.

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

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 enter into a Ground Lease with the Nicholls State University Foundation for the construction of a concrete slab for the covered outdoor practice facility, as authorized by La. R.S. 17:3361.*

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



Nicholls State University

F.6.

Office of the President

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

October 6, 2022

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 October 27, 2022 meeting of the Board of Supervisors for the University of Louisiana System:

*Lease Agreement with Nicholls Foundation for
Improvements to the Athletics Covered Practice Facility.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator
Ms. Paulette Mayon, Internal Auditor
Ms. Claire Bourgeois, Faculty Senate President
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Monique Crochet, Executive Director of External & Alumni Affairs

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

1.1 Lease of Property. In accordance with R. S. 17:3361, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

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

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

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to for the construction of a concrete slab to extend the length of the practice area of a covered outdoor practice facility, as authorized by La. R.S. 17:3361. The lease consists of the ground area to have a 25-yard by 53.3-yard concrete slab in the field directly behind Boucvalt Athletic Complex. The project cost is approximately \$400,000.00. The work will consist of constructing a concrete slab to lengthen the outdoor covered practice facility field from 75 yards to 100 yards. 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 31st day of October 2024 or at such time as donation of improvements is executed whichever occurs first.

**ARTICLE 3
RENT**

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

**ARTICLE 4
WARRANTY**

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

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

**ARTICLE 5
UTILITIES**

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

**ARTICLE 6
MAINTENANCE AND REPAIRS**

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

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

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

ARTICLE 7 IMPROVEMENTS

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

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

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

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

ARTICLE 8 INSURANCE

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

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the

Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

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

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

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

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

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

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

ARTICLE 11 ASSIGNMENT OR SUBLEASE

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

ARTICLE 12 DEFAULT

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

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

ARTICLE 13 NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or 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: Nicholls State University
 c/o Terry P. Braud, Jr.
 Vice President for Finance and Administration
 P. O. Box 2070
 Thibodaux, LA 70310

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

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be November 01, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ____ day of __, 2022.

WITNESSES:

NICHOLLS STATE UNIVERSITY
FOUNDATION

Christopher Riviere, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: _____

LEASE EXHIBIT A
Page 1 of 2

Campus Location of Leased Space

to Construct the Extension of the Practice Field
Page 1 of 2



LEASE EXHIBIT A
Page 2 of 2

to Construct the Extension of the Practice Field
Page 2 of 2



Construction Site - Location of Covered Outdoor Practice Facility

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations

on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Executive Summary Attachment 1

**Nicholls State University Request to Lease Space to the Nicholls State University Foundation
to Construct the Extension of the Practice Field**

Page 1 of 2



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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Executive Summary Attachment 1

**Nicholls State University Request to Lease Space to the Nicholls State University Foundation
to Construct the Extension of the Practice Field**

Page 2 of 2



Construction Site - Location of Covered Outdoor Practice Facility

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

FACILITIES PLANNING COMMITTEE

October 27, 2022

Item F.7. University of Louisiana at Lafayette's request for approval to amend its Five-Year Capital Outlay submission.

EXECUTIVE SUMMARY

The University is requesting Board approval to amend its Five-Year Capital Outlay submission in August of 2022 by adjusting the requested amounts of some of the projects and by adding one project to the submission. The strategic long-term institutional priorities have been updated after discussions with designers and contractors considering recent cost of construction escalation issues. The following are the adjustments and the additional project being requested:

Madison Hall Renovation, Planning and Construction

This is a request to adjust the amount of funds being requested. UL-Lafayette is in the process of working with LA FP&C to renovate Madison Hall. The project has progressed through the completion of Construction Documents and is awaiting the bidding process. The projected construction costs have increased by \$2,000,000 due to construction cost escalations of the past 2-3 years. The total cost of this project is now estimated at \$20,000,000.

Kinesiology, Hospitality Management, and Athletic Administration Complex, Engineering, Stabilization, Equipment, Planning and Construction

This is a request to adjust the amount of funds being requested. This is a project to expand the Kinesiology, Hospitality Management, and Athletic Administration Complex and the programs within the facilities being built. The University is planning a larger contribution toward this project as well. The project funding request has been adjusted upward to \$21,500,000.

Billeaud Hall Renovation, Planning and Construction

This is a request to adjust the amount of funds being requested. This is a project to totally renovate the biology classroom and lab building with the additional costs of adding space to the building. In the University's discussions and assessment of the space needs, it was determined that the current size of the building is not large enough to accommodate the additional classroom and lab space required for the additional nursing and health sciences students needed in those programs. The request is to add an additional \$7,080,000 to make the total request for funding \$30,000,000.

NIRC Iberia BioInnovation Accelerator GMP CDMO, Planning & Construction

This is a request to adjust the amount of funds being requested. This is the project that will create a Good Manufacturing Practices (GMP)-certified manufacturing facility as a Contract Drug Manufacturing Organization (CDMO) to meet the current national security risk issue of reliance on foreign pharmaceutical manufacturing. This project is also taking advantage of New Iberia Economic Development District land being donated and infrastructure improvements being put into place for utilities and very high-speed fiber optics communication and connectivity currently being built out. This project is currently in HB2 funded at \$22,400,000 through the Louisiana Office of Business Development. This is the request to add back into the State Capital Outlay plan, the additional \$3,000,000 that was taken out of HB2 in order to meet the original estimated project cost of \$25,400,000.

Research Infrastructure Enhancements

This is a request to adjust the request to include the entire request for Year 1 funding in the total amount of \$20,000,000.

Land Acquisitions

This is a request to adjust the request to include the entire request for Year 1 funding in the total amount of \$10,000,000.

Foster Hall Elevator and 3rd Floor Buildout

This is a new item being added to UL-Lafayette's Capital Outlay request since the August submission. Foster Hall renovations are currently partially funded, and construction documents are being developed for the total renovation of the building. Construction cost escalations and additional conditions being found in the building are taking up the full amount of the currently funded project. This project will add an elevator for all floors of the building and allow for the completion of the 3rd floor as a usable space. The new request is for \$1,100,000.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before the deadline of November 1 for all projects.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval to amend its Five-Year Capital Outlay submission.*



October 6, 2022

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

Dear Dr. Henderson:

The University is requesting approval to amend its Five-Year Capital Outlay submission in August of 2022 by adjusting the requested amounts of some of the projects and by adding one project to the submission. The strategic long-term institutional priorities have been updated after discussions with designers and contractors considering recent cost of construction escalations issues. These are the adjustments and the additional project being requested.

Project eCORTS # 569563: Madison Hall Renovation, Planning and Construction

This is a request to adjust the amount of funds being requested. UL Lafayette is in the process of working with LA FP&C to renovate Madison Hall. The project has progressed through the completion of Construction Documents and is awaiting the bidding process. The projected construction costs have increased by \$2,000,000 due to construction cost escalations of the past 2-3 years. The total cost of this project is estimated at \$20,000,000.

Project eCORTS # 569562 Kinesiology, Hospitality Management, and Athletic Administration Complex, Engineering, Stabilization, Equipment, Planning and Construction

This is a request to adjust the amount of funds being requested. This is a project to expand the Kinesiology, Hospitality Management, and Athletic Administration Complex and the programs within the facilities being built. The University is planning a larger contribution toward this project as well. The project funding request has been adjusted to \$21,500,000.

Project eCORTS # 569572 Billeaud Hall Renovation, (Planning and Construction)

This is a request to adjust the amount of funds being requested. This is a project to totally renovate the biology classroom and lab building with the additional costs of adding space the building. In the University's discussions and assessment of the space needs, it was determined that the current size of the building is not large enough to accommodate the additional classroom and lab space required for the additional nursing and health sciences students that are needed in those programs. The request is to add an additional \$7,080,000 to make the total request for funding \$30,000,000.

Project eCORTS # 569559 NIRC Iberia BioInnovation Accelerator GMP CDMO Planning & Construction

This is a request to adjust the amount of funds being requested. This is the project that will create a Good Manufacturing Practices (GMP)-certified manufacturing facility as a Contract Drug Manufacturing Organization (CDMO) to meet the current national security risk issue of reliance on foreign pharmaceutical manufacturing. This project is also taking advantage of New Iberia Economic Development District land being donated and infrastructure improvements being put into place for utilities and very high-speed fiber optics communication and connectivity currently being built out. This project is currently in HB2 funded at \$22,400,000 through the Louisiana Office of Business Development. This is the request to add back into the State Capital Outlay plan, the additional \$3,000,000 to meet the original total estimated project cost of \$25,400,000.

Project eCORTS # 569616 Research Infrastructure Enhancements

This is a request to adjust the request to include the entire request for Year 1 funding in the total amount of \$20,000,000.

Project eCORTS # 569567 Land Acquisitions

This is a request to adjust the request to include the entire request for Year 1 funding in the total amount of \$10,000,000.

Project eCORTS # 569622 Foster Hall Elevator and 3rd floor buildout

This is a new item being added to UL Lafayette's Capital Outlay request since the August submission. Foster Hall renovations are currently partially funded, and construction documents are being developed for the total renovation of the building. Construction cost escalations and additional conditions being found in the building are taking up the full amount of the currently funded project. This will add an elevator or all floors of the

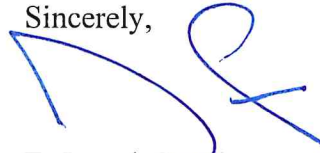
Dr. James B. Henderson
Page 3
October 6, 2022

building and allow for the competition of the 3rd floor as a usable space. The new request is for \$1,100,000.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed and forwarded up to the Department level for these projects.

Please place this item on the agenda for the October 2022 meeting of the Board of Supervisors. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Savoie', with a large loop and a horizontal stroke.

E. Joseph Savoie
President

SVC