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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

### Item H.1. Louisiana Tech University's request for approval to amend its Five-Year Capital Outlay submission to include the project to construct an Athletic Academic Center.

#### **EXECUTIVE SUMMARY**

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August of 2021 by adding a project to construct an Athletic Academic Center. The original plan submission did not include this project.

Multiple individuals and businesses have committed a combined \$4,000,000 to match \$8,000,000 in public funds to construct an athletic academic and conferencing facility to be located at the north end of Joe Aillet Stadium. The new space will serve multiple functions supporting student-athletes, alumni, and the campus and community at large.

Related to this request, but not included in this project, the Louisiana Tech University Foundation is progressing with three separate projects: (1) construct a champions plaza to recognize highly decorated student-athletes, (2) replace the video scoreboard, and (3) add a video display ribbon to Aillet Stadium. The value of these three projects exceeds \$4,100,000. Combined with the Athletic Academic Center, improvements of \$16,000,000 are progressing with the Foundation funding \$8,000,000 through donations and sponsorships.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted upon approval by the Board as a late submission. The estimated cost of the project is \$12,000,000.

#### RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to amend its Five-Year Capital Outlay submission to include the project to construct an Athletic Academic Center.



H.1.

OFFICE OF THE PRESIDENT

January 21, 2022

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

Attached is a request to amend the University's Capital Outlay request to include a new project to construct a facility to serve as the Athletic Academic Center.

Your approval is requested.

Sincer Leslie K. Guice

President



OFFICE OF THE PRESIDENT

January 21, 2022

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

Louisiana Tech University is requesting to amend the University's Capital Outlay request to include a new project to construct a facility to serve as the Athletic Academic Center.

All University student-athletes and professional advising staff are utilizing very limited space in the basement level of Thomas Assembly Center to meet NCAA and Conference USA academic requirements. This new facility will provide individual and group tutoring rooms, a computer lab and adequate office space for academic advisors to monitor progress towards graduation.

Multiple individuals and businesses have committed a combined \$6,000,000 to match \$6,000,000 in public funds to construct an athletic academic and conferencing facility to be located at the north end of Joe Aillet stadium. The new space will serve multiple functions supporting student athletes, alumni and the campus and community at large.

We request consideration of this request at the February 2022 meeting of the Board of Supervisors.

Sincerely

Leslie K. Guice President

Project ID 568713 Project Level Agency LA TECH 19-625 - Athletic Academic	CAPITAL OUTLA FISCAL YEAR 202	AY REQUEST http://www.state.la.us/ecorts/ 22 - 2023
Project —		
Title Athletic Aca	ademic Center	Page 1
Location Aillet Stadiu	Im	
		Deievilu
	State IDs	Priority
Emergency Pro	ject	Local/Agency 6 of 16 Department of
Anticipated Pro	gram Needs	Management Board of
Applicant		
Agency 625 LA TECH	Schedule 19-625	Department 19 EDUCATION
Parish LINCOLN		Senate District 35
		House District 12
		Site Code
— Local/Agency —		
User Louisiana Contact Samuel G Phone Number <u>318-257-2</u>	Tech Unive Wallace 2769	Address P.O. Box 3151
E-Mail wallace@	latech.edu City	y/State/Zip Ruston  LA  71272
Department		<ul> <li>Management Board</li> </ul>
User Contact Phone Number	UL System Bruce Janet 225-219-0265	User Board of Regents Contact Chris Herring Phone Number 225-342-4253
— Cost Estimates —		
Land/Building Acq. Planning 10% Construction Hazardous Materia Subtoi Misc./Contingency Equipment Tot	Local/Agency Depart 0 925,000 9,250,000 als 0 tal 10,175,000 925,000 900,000 cal 12,000,000	Management Board         FPC           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0
Planning (months)	10	
Construction (mon	ths) 12	
If planning has beg	un, when will it be completed?	

Project ID 568713 Project Level Agency LA TECH	CAI	FISCAL YEAF	TLAY RE 2022 - 2023	QUEST	nttp://www.state	e.la.us/ecorts/
19-625 - Athletic Academ	nic Center					
Prior Funding					Pag	je 2
FPC Project No. Ass	igned to Prior Fur	nding		Sub-pro	ect No.	
Authorized Means of	Financing	Amount 0	Year 0	Act# Priorit		
		0	0	0	Bond Bond	Credit
		0	0	0	Bond Bond	Credit Credit
	Total	\$0	0	0	Bond	Credit
Proposed New Fur	nding					
	This project of	loes not require	funding in Yea	r 1		
State Funds	Year 1	Year 2	Year 3	Year 4	Year 5	Total
IAT	1,500,000	3,000,000	1,500,000	0	0	\$8,000,000
*Local Funds *Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	1,500,000	1,500,000	1.000.000	0	0	\$4 000 000
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	0	0	0	0	0	<u>\$0</u>
	\$3,000,000  Don:	\$6,500,000 ations	\$2,500,000	\$0	\$0	\$12,000,000
*Describe specific source	ce of funds					
Type of Statutory Dec						
What fiscal year (FY) w	as the project or p	program first sub	mitted for con	sideration?		2022
Agency Impact St	atement			Sector Sector		
I hereby certify that this pro- five year budget. The impa	oject has been revie act of this project's c	wed, approved, an operating budget h	nd integrated inte as been approve	o our department's ed.	long range strate	gic plan and
Name Leslie K. Guice	1 5-1	Title Pr			D . 4400	
Comments			caldent		Date [1/18/2	2022
All University student-athle Assembly Center to meet tutoring rooms, a compute to this request, but not inc projects (1) construct a ch add a video display ribbon Academic Center, improve sponsorships.	etes and profession. NCAA and Confere r lab and adequate luded in this project ampions plaza to re to Aillet Stadium. ements of \$16,000,0	al advising staff ar nce USA academi office space for ac the Louisiana Te cognize highly de Che value of these 100 are progressin	e utilizing very li c requirements. cademic advisor ch University Fo corated student three projects e g with the Found	mited space in the I This new facility wi s to monitor progres undation is progres athletes, (2) replace exceed \$4,100,000. dation funding \$8,00	pasement level o Il provide individ is towards gradu sing with three s the video score Combined with 00,000 through d	f Thomas ual and group ation. Related eparate board and (3) Athletic onations and

Project ID 568713 Project Level Agency LA TECH

## CAPITAL OUTLAY REQUEST FISCAL YEAR 2022 - 2023

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

19-625 - Athletic Acad	Jemic Center	
Demonstration	of Need	Page 4
Title	Athletic Academic Center	
Description	Space for the academic support of student athletes	
Location Project Type	Aillet Stadium	Present Empl. 1,200
Facility Type	Educ/Classroom	Future Empl. 1,200
Program / Service Desc.	Intercollegiate Athletics	Daily Users 15,000
Describe the long	Enhance the academic dovelopment of the interval	
range strategic plan	accrediting agencies, NCAA and athletic conference	ic program to meet the standards of
program		
— Purpose (Chec	k all that apply) ————————————————————	
Expand Existi	ng Pgm Changes in Mission	<ul> <li>Address Actual</li> </ul>
Add New Pgr	ting Pgm  Changes in Existing Changes in Population	Changes in Standards
Attract Busine     Other	Generate Employment	Address Code Violations
Applicable Guide	elines / Standards —	
Publications, Accre	editing Agencies, International Building Code, NCAA	
agencies'		
guidelines for		
the program		
Minimum or		
requirements		
for above-listed		
What alternatives we Maintaining St	re considered? (check all that apply)	vations of Evisting Space
Use Existing S	ipace Less Space Expan	nsions of Similar Program Elsewhere
How was the best opt	tion determined (Studies, Etc.)? Staff review with assistance	e of contract architect
Were feasibility studie Preparer's Name	es or needs assessment reports prepared other than this	application? Yes
List socioeconomic a	nd environmental affects of project	
There are no negativ	e socioeconomic and environmental effects of the project	
Identify and describe	other simliar facilities in your area and evaluate their capa	abilities to meet needs
There are none		
Request Endorsed By	r: Senator 🗌 Rep. 🗌 Endorser's Name:	

Project ID 568713 Project Level Agency LA TECH 19-625 - Athletic Academic Center	FISCAL YEAR 202	Y REQUEST	http://www.state.la.us/ecorts
			Page 5
Prepared By Samuel G. Wallace		Date Prepare	ed 1/18/2022
Space Requirement	its: 🗹 New Space	Existing Space	No Space
Type of Space	Number of Occupants	Type of Occupants	NA/Per Net Area
Meeting Room/Conference	7	Staff/Grad Assistants	100 700
Student Workspace	135	Staff/Students	25 500
Private Tutoring	6	Students/Staff	22 132
Book Room	30	Students	16 480
Food Prep/Serving	6	Materials	117 117
Conference Space	8	Staff/Students/Visitors	440 3 520
Exterior Plaza/Gathering	2	Staff	145 290
	420	Students/Visitors	25 10,500
	0		
	0		0 0
	0		0 0
Total Net Area Burc	len Factor Tota	Gross Area Total N	00 Jet Area 19,119
What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?	N/A		
Describe the condition of the building and previous renovations	N/A		
Describe the extent of the proposed renovation / addition	lew Facility		
Describe the location of occupants during renovation and required funding	xisting Facilities		
What amount of the construction the "Americans with Disabilities A	budget addresses modific ct Accessibility Guidelines	ations required to meet	
<ul> <li>Hazardous Materials</li> <li>What hazardous materials are ad</li> <li>Underground Storage Tanks</li> <li>Enter the date if site has been sur</li> <li>Provide contact information if the facil</li> <li>Contact Name</li> </ul>	dressed in the constructio	n budget? Paint Asbestos orage tanks. lan was consulted for abaten Phone	Other
HOOT What is the current age, condition Age of Roof (yrs) 0 Replacement Date Describe roof penetrations, current, equipment, etc.	and type of the existing r Condition Type	oof and anticipated date	of replacements?

A TECH	FISCAL YEAR 2022 - 202		http://www.sta	ate.la.us/eco
-625 - Athletic Academic Ce	nter			
Construction Cost (co	ont.)		D	2006
Source of Data Staff Estin	nates	Data Brana	1/10/201	aye 0
Lict on solid and affect		Date Prepa	tred <u>1/18/20</u>	
factors considered (unfinished warehouse space, extraordinary HVAC, etc.).	Sewer Lift Station and Utilities must be prep	pared.		
Cost of Construction Calc	ulation (Provide COST/S.F. for Roofing performed of Space	Proiects) Net Area	Cost/S E	Arres Court
Academic Advisor Offices		700	450	Area Cost
Student Workspace		500	450	225.0
Private Tutoring		2,430	450	1,093.5
Computer Stations		132	450	59,4
Book Room		480	450	216,0
Food Prep/Serving			450	52,6
Conference Space		450	450	202,5
Concession		3,520	450	1,584,0
Exterior Plaza/Gathering		10 500	450	130,5
		10,500	425	4,462,5
			0	
		0	0	
			0	
		0		
Burden Area		7.648		
	Total / Average / Total	26 767	010	
Additional Line Item Ex	<b>kpenses</b> (Parking, Utility Tie-In, Securi	ty System, etc.)	312	8,341,0
Additional Line Item Ex	kpenses (Parking, Utility Tie-In, Securi	ty System, etc.) - Quantity 1	Unit Cost 850 000	8,341,0
Additional Line Item Ex Sewer and Utility Connection Demolition of Bleachers	kpenses (Parking, Utility Tie-In, Securi	ty System, etc.) - Quantity 1	Unit Cost 850,000 58.950	8,341,05
Additional Line Item E: Sewer and Utility Connection Demolition of Bleachers	xpenses (Parking, Utility Tie-In, Securi	20,707 ty System, etc.) - Quantity 1 1 0	Unit Cost 850,000 58,950 0	8,341,09
Additional Line Item Ex Sewer and Utility Connection Demolition of Bleachers	xpenses (Parking, Utility Tie-In, Securi	ty System, etc.) - Quantity 1 1 0	Unit Cost 850,000 58,950 0 0	
Additional Line Item Ex Sewer and Utility Connection Demolition of Bleachers	kpenses (Parking, Utility Tie-In, Securi	20,707 ty System, etc.) - Quantity 1 1 0 0 0	Unit Cost 850,000 58,950 0 0	Total 850,00 58,95
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Additional Line Item Ex Sewer and Utility Connection Demolition of Bleachers	xpenses (Parking, Utility Tie-In, Securi Item	20,707 ty System, etc.) - Quantity 1 1 0 0 0 0 0 0 0 0	Unit Cost 850,000 58,950 0 0 0 0 0 0 0 0 0 0 0 0 0	8,341,05
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Additional Line Item E: Sewer and Utility Connection Demolition of Bleachers	kpenses (Parking, Utility Tie-In, Securi Item	20,707 ty System, etc.) - Quantity 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0	Unit Cost 850,000 58,950 0 0 0 0 0 0 0 0 0 0 0 0 0	8,341,05 Total 850,00 58,95 908,95
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Additional Line Item E: Sewer and Utility Connection Demolition of Bleachers Equipment Costs Xassroom/Computer Equipm umiture ck this box if this program pram and the use of existin , explain?	xpenses (Parking, Utility Tie-In, Securi Item Subtotal of A Item Item Item Item Item Item Item Item	ty System, etc.) - Quantity 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Unit Cost 850,000 58,950 0 0 0 0 0 0 0 0 0 0 0 0 0	8,341,04 Total 850,00 58,94 908,95 9,250,00 tem Costs 450,00 450,00 900,00

Project ID 568713 Project Level Agency LA TECH 19-625 - Athletic Academic Center	OUTLAY REQUES	http://www.state.la.us/ecorts/
Operation Budget (Expenditures)		
	Evicting Operating Rudent	Page 7
	Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	53,007,779	30,000
Related Benefits	<u>4,268,466</u> 25,170,759	0
Operating Services	511,607 8,043,541	
Supplies Professional Services	1,797,915	0
Other Services Debt Services	42,838,278	0
Interagency Funds	2,604,534	0
Major Repairs	1,838,346	0
Unanocated	0	0
Total Expenditures	140,333,387	165,000
Total Positions	1,180	1
State Conoral Fund (Direct)		
State General Fund by:	35,277,081	82,500
Fees and Self-Generated Rev.	0 103,355,648	82 500
Statutory Dedications	1,700,658	0
Federal Funds	0	
Total Financing	140,333,387	165,000
Balance Execution of Execution		
Financing (should = 0)	0	0
Operating Budget (Summary)		0
Year 1 State Gen Fund (Direct) 35.082.622	Year 2 Year 3	Year 4 Year 5
Interagency Transfer 0	0 0	38,185,047 <u>38,948,748</u> 0 0 0
Statutory Dedications 1,734,671	<u>107,531,216</u> <u>109,681,841</u> <u>1,769,365</u> <u>1,804,752</u>	111,875,477 114,112,987 1,840,847 1,877,664
Federal Funds 0	0 0	
Total Means of Financing 143,140,055	146,002,856 148,922,824	151,901,371 154,939,399
Comments —		
		1
		1
-L		

Project ID 568713 Project Level Agency LA TECH

### CAPITAL OUTLAY REQUEST

FISCAL YEAR 2022 - 2023

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

- Page 10 -

19-625 - Athletic Academic Center

Space Utilization -

Local User Facility: Louisiana Tech Unive

Prepared By: Samuel G. Wallace

Detail Space Utilization Plan Here:

Academic Advisor Office - 700 s.f. Meeting Room/Conference Rooms - 500 s.f. Student Workspace - 2,430 s.f. Private Tutoring - 132 s.f. Computer Stations - 480 s.f. Book Room - 117 s.f. Food Prep/Serving - 450 s.f. Alumni Center - 3,520 s.f. Concession - 290 s.f. Exterior Plaza/Gathering - 10,500 s.f. Existing space in the Assembly Center, roughly 4,000 s.f. will be reconfigured for other University/Athletic purposes by separate projects.

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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

#### Item H.2. Louisiana Tech University's request for approval to amend its Five-Year Capital Outlay submission to include the project to construct an Agriculture & Forestry Wood Products Education and Research Center.

#### **EXECUTIVE SUMMARY**

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August of 2021 by adding a project to construct an Agriculture & Forestry Wood Products Education and Research Center. The original plan submission did not include this project.

The University has been exploring an unmet need of forestry-related industry and business in this region. The proposed new facility will provide the physical resources and multi-discipline intellectual assets to develop, test, prove, and advance innovative commercial applications of trees and forestry products.

Multiple forestry product companies have committed a combined \$5,000,000 to match \$10,000,000 in public funds to begin this program.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted upon approval by the Board as a late submission. The estimated cost of the project is \$15,000,000.

#### RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to amend its Five-Year Capital Outlay submission to include the project to construct an Agriculture & Forestry Wood Products Education and Research Center.



H.2.

OFFICE OF THE PRESIDENT

January 21, 2022

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

Attached is a request to amend the University's Capital Outlay request to include a new project to construct a facility to serve as an Agricultural & Forestry Wood Products Education and Research Center.

Your approval is requested.

Sincerety K. Juice Leslie K

President



OFFICE OF THE PRESIDENT

January 21, 2022

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

Louisiana Tech University is requesting to amend the University's Capital Outlay request to include a new project to construct a facility to serve as an Agriculture & Forestry Wood Products Education and Research Center.

The University has been exploring an unmet need of forestry related industry and business in this region. The proposed new facility will provide the physical resources and multi-discipline intellectual assets to develop, test, prove and advance innovative commercial applications of trees and forestry products.

Louisiana Tech is uniquely positioned and has proven experience in linking multiple academic disciplines and working with business and industry in entrepreneur ventures.

Multiple forestry product companies have committed a combined \$5,000,000 to match \$10,000,000 in public funds to begin this program.

We request consideration of this request at the February 2022 meeting of the Board of Supervisors.

Leslie K. Guic President

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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

# Item H.3. Louisiana Tech University's request for approval to amend its Five-Year Capital Outlay submission to include the project to replace boilers and electrical switchgear in the University co-generation power plant.

#### **EXECUTIVE SUMMARY**

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August of 2021 by adding a project to replace boilers and electrical switchgear in the University co-generation power plant. The original plan submission did not include this project.

The University currently generates most of the campus electricity from a gas-fired turbine generator. Exhaust from the generation is used to create steam used to heat 1.6 million square feet of space on the main campus. Technology changes in air conditioning efficiency have made steam absorption air conditioning no longer efficient and the equipment is not competitively manufactured. The University continues to convert to electricity based air conditioning and has reached the point where it has a surplus of steam and is exhausting this surplus into the atmosphere.

The requested project will install high pressure boilers to replace the gas turbine generator and new electric switchgear to interface with the City of Ruston to improve reliability. The existing equipment will be transferred to the State for use by another agency or to be sold to offset a portion of the cost of this project.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents have been prepared and will be submitted upon approval by the Board as a late submission. The estimated cost of the project is \$3,500,000.

#### RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to amend its Five-Year Capital Outlay submission to include the project to replace boilers and electrical switchgear in the University co-generation power plant.



OFFICE OF THE PRESIDENT

January 21, 2022

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

Attached is a request to amend the University's Capital Outlay request to include an emergency project to replace boilers and electrical switchgear in the University congeneration power plant.

Your approval is requested.

Sincere Leslie K. Guice

President

H.3.



### LOUISIANA TECH UNIVERSITY.

## Office of the President

January 14, 2022

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

Louisiana Tech University is requesting to amend the University's Capital Outlay request to include an emergency project to replace boilers and electrical switchgear in the University co-generation power plant.

The University currently generates most of the campus electricity from a gas-fired turbine generator. Exhaust from the generation is used to create steam used for heat 1.6 million square feet of space on the main campus. After conversion of two chiller plants in 2021, there mains 293,000 square feet of space air conditioned by steam absorption. Continued technology changes in air conditioning efficiency has made steam absorption air conditioning no longer efficient and the equipment is not competitively manufactured.

The University continues to convert to electricity based air conditioning and has reached the point where it has a surplus of steam and is exhausting this surplus into the atmosphere.

This project will install high pressure boilers to replace the gas turbine generator and new electric switchgear to interface with the City of Ruston to improve reliability. The gas turbine generator will be transferred to the State of Louisiana for use by another agency or to sell and off-set a portion of the cost of this project. The equipment conversion is estimated to cost \$3,500,000 and the existing gas turbine generator has an estimated value of \$1,000,000.

This project will reduce operational expense and increase energy efficiency.

Sincerel elie Kome

Leslie K. Guice President

Project ID 568707 Project Level Agency LA TECH <b>CAPITAL OUTLAY REQUEST</b> http://www.st FISCAL YEAR 2022 - 2023	ate.la.us/ecorts/
19-625 - Central Steam Generator - Switch Gear	
Project	Page 1
Title Central Steam Generator - Switch Gear	
Location Central Campus Infrastructure	
Priority ———	
Image: State IDs       Local/Agency       1         Image: State IDs       Local/Agency       1         Image: State IDs       Image: State IDs       Image: State IDs       1         Image: State IDs       Image: State IDs       Image: State IDs       1         Image: State IDs       Image: State IDs       Image: State IDs       1         Image: State IDs       Image: State IDs       Image: State IDs       1         Image: State IDs       Image: State IDs       Image: State IDs       Image: State IDs       1         Image: State IDs       Image: Stat	of <u>13</u> of <u></u> of <u></u>
Applicant	
Agency 625 LA TECH Schedule 19-625 Department 19 EDUC.	ATION
Parish LINCOLN Senate District 35	
House District 12	
Site Code	
User Louisiana Tech Unive Address P.O. Box 3151 Contact Samuel G. Wallace Phone Number 318-257-2769 Fax 318-257-3772 City/State/Zip Ruston LA	71272
Department     Management Board	
UserUL SystemUserBoard of RegentsContactBruce JanetContactChris HerringPhone Number225-219-0265Phone Number225-342-4253	
Cost Estimates	
Land/Building Acq.DepartmentManagement BoardPlanning 10%291,66700Construction2,916,66600Hazardous Materials000Subtotal3,208,33300Misc./Contingency291,66700Equipment000	FPC
Time Estimates	·····
Planning (months)     10     0       Construction (months)     12     0	
ii planning nas begun, when will it be completed?	

Project ID 568707 Project Level Agency LA TECH 19-625 - Central Steam G	CA	PITAL OUT FISCAL YEAR	2022 - 2023	QUEST h	ttp://www.state	.la.us/ecorts/
Brier Funding	Serierator - Switch	Gear			Deer	
Prior Funding		P			Page	e 2 —
FPC Project No. Assi	gned to Prior Fu	inding L		Sub-proj	ect No.	
Authorized Means of	Financing	Amount	Year	Act# Priorit		
		0	0	0	Bond Bond	Credit
		0	0	0	Bond Bond	Credit
	Total	0	0	0	Bond	Credit
Proposed New Fun	Iotal L	\$0				
		does not require	funding in Year	1		
L		Voor 0	Voor 9	Voor 4	Voor F	Total
State Funds	2,000,000	1,500,000	0	0	0	\$3,500.000
IAT *Local Funds	0	0	0	0	0	\$0
*Reimbursement Bonds	0	0	0	0	0	<u>\$0</u> \$0
*Fees/Self-Gen. Rev. *Revenue Bonds	0	0	0	0	0	\$0 \$0
**Statutory Dedications	0	0	0	0	0	\$0
Total	\$2,000,000	\$1,500,000	0 \$0	0 \$0	0 \$0	\$0 \$3,500,000
*Describe specific sour	ce of funds					
**Type of Statutory Ded	lication					
What fiscal year (FY) w	as the project o	r program first sul	mitted for con	sideration?		0
Agency Impact St	atement	r program mot ou				v
I hereby certify that this pr five year budget. The impa	oject has been rev act of this project's	viewed, approved, a s operating budget h	nd integrated inte as been approve	o our department's ed.	long range strate	egic plan and
Name Leslie K. Guice		Title P	resident		Date 1/6/20	022
Comments						
Continued technology cha equipment is not competit with more efficient electric to heat and cool the camp electrical generation proce needed beyond the steam steam produced from the inefficiencies. We are pn will be purchased from the switchgear to better interfi	anges in air condit tively manufacture c air conditioning. bus. In 2020, gas ess. With the air n created in the ele exhaust of the gas oposing to install a e City of Ruston. ' ace with the City of	ioning efficiency ha d. The University of In 2004, the genera was used to create conditioning conve ectrical generation p s turbine is vented i a new boiler or boile We propose to repla of Ruston power dis	s made steam at ontinues to repla ation of electricity steam that was r rsion of two build process. There a nto the atmosphe rs to replace the ace the 1985 elec tribution system.	osorption air conditi ace steam absorption produced approximation necessary beyond strings in 2021, there are significant times are, wasting treated gas turbine. All el ctrical switchgear a	oning no longer e on air conditioning mately 90% of the the steam exhaus is no point in tim of each day that d water and creat ectricity needed to t the Power Plan	efficient and the g equipment a steam needed sted from the that steam is .60% of the ing additional by the campus t with new

Project ID 568707 Project Level Agenc LA TECH	y CAPITAL OUTLAY REQUE	EST http://www.state.la.us/ecorts/
19-625 - Central Stear	n Generator - Switch Gear	
Demonstration	of Need	Page 4
Title	Central Steam Generator - Switch Gear	
Description	Replace Gas Turbine heat recovery system with efficient boiler	s and new electrical switch gear.
Location Project Type	Central Campus Infrastructure	Present Empl. 1,200
Facility Type	Misc.	Citizens Served 15,000
Program / Service Desc.	Campus Wide	Daily Users 15,000
Describe the long range strategic plan (5-Yr) for the program	Louisiana Tech will continue to upgrade key infrastructure for in method possible.	n the most energy and cost efficient
— Purpose (Cheo	ck all that apply)	
Expand Exist     Relocate Exis     Add New Pgr     Attract Busin     Other	ing Pgm Changes in Mission sting Pgm Changes in Existing n Changes in Existing Changes in Population Generate Employment	<ul> <li>Address Actual</li> <li>Changes in Standards</li> <li>Promote Economic Dev</li> <li>Address Code Violations</li> </ul>
Publications, regulatory agencies' guidelines for the program	ous Energy and Emission Regulations	
Minimum or mandatory requirements for above-listed		
program		
What alternatives we Maintaining S Use Existing	ere considered? (check all that apply) Status Quo New Space Ren Space Less Space Expa	ovations of Existing Space ansions of Similar Program Elsewhere
How was the best o	ption determined (Studies, Etc.)? Consulting Engineers and	d Review with State Agencies
Were feasibility stud Preparer's Nam	ies or needs assessment reports prepared other than thi e Phone	s application? Yes
List socioeconomic	and environmental affects of project	
There are No Nega	tive Effects or Impacts from this project.	
Identify and describe	e other simliar facilities in your area and evaluate their ca	pabilities to meet needs
There are None		
Request Endorsed B	By: Senator 🗌 Rep. 🗌 Endorser's Name:	

.

Project ID 568707 Project Level Agency LA TECH	FISCAL YEAR 2022 - 2023 http://www.state.la.us/ecorts/
19-625 - Central Steam Generator - Sw	itch Gear
Facility Requirements	Page 5
Prepared By Samuel G. Wallace	Date Prepared 1/6/2022
Space Requireme	nts: 🗋 New Space 🗋 Existing Space 🗹 No Space
Type of Space	Number of Occupants Type of Occupants NA/Per Net Area
	0 0 0
	0 0 0
	0 0
	0 0 0
Total Net Area P	
	1.00 = 0 Burden Area 0
Employees       1,200         Visitors / Clients       15,000         Describe additional program       requirements (parking, Utilities         Tie-In, Location, Shipping /       Receiving, Public Access, Site         Amenities).       What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?         Menovation / Addition	Contract Employees       100       Temporary Employees       100         Students / Assistants       15,000       Others       1,000         The boiler will have to be connected to Campus Utility and Control Systems. The electrical Switchgear will have to be installed and connected to Campus and City of Ruston systems.         The Equipment will be transferred to the State of Louisiana for sale or re-use.         The Gas Turbine is in good condition. The other equipment and infrastructure is aged and in poor condition and does not meet current regulations and standards.         Replacement.
Describe the location of occupants during renovation and required funding	No change.
What amount of the construction the "Americans with Disabilities	n budget addresses modifications required to meet Act Accessibility Guidelines (ADAAG)"? N/A
What hazardous materials What hazardous materials are a Underground Storage Tanks Enter the date if site has been s Provide contact information if the fac Contact Name Samuel G. V	ddressed in the construction budget? s PCB's Lead Paint Asbestos Other urveyed for underground storage tanks. <u>Stillity's asbestos management plan was consulted for abatement requirements.</u> Vallace Phone <u>318-257-2769</u>
What is the current age, condition Age of Roof (yrs) 0 Replacement Date Describe roof penetrations, equipment, etc.	n, and type of the existing roof and anticipated date of replacements?

Project ID 568707 Project Level Agency LA TECH <b>CAPITAL OUTL</b> FISCAL YEAR 2	AY REQUEST http://www.state.la.us/ecorts/ 022 - 2023
19-625 - Central Steam Generator - Switch Gear	
Construction Cost (cont.)	Page 6
Source of Data Staff Estimates	Date Prepared 1/6/2022
List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).	
Cost of Construction Calculation (Provide COST/S.F. fo	r Roofing Projects)
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	0 0 0
Burden Area	
	Quantity         Unit Cost         Total           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0           0         0         0         0
	btotal of Additional Line Itom Exponence
50	
- Equipment Costs	Total Construction Cost 0
Item	Item Costs
	0
	0
	Total Equipment Costs 0
Check this box if this program is for renovation or relocation program and the use of existing equipment discontinued.	of an existing
If so, explain?	
If this project is a current year request, attach and an estimated useful life of the equipment	an itemized breakdown with unit costs with final submission to Facility Planning

19-	-625 - Central Steam Generator - Switch Ge	ear					
	Operation Budget (Expenditures)		and the second sec			Page 7	
			Existing Operating Current Year Bu	Budget Al dgeted	nnual Projected Incr After Project C	ease (Decrease) Completion	
	Salaries Other Compensation Related Benefits Travel Operating Services Supplies Professional Services Other Services Debt Services Interagency Funds Acquisitions Major Repairs		53,007, 4,268, 25,170, 511, 8,043, 1,797, 252, 42,838, 2,604, 1,838,	779 466 759 607 541 915 162 278 0 534 346 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
	Total Expanditur	~~	140 222	207		0	
		69	i+0,333,	190		100]	
	Operation Budget (Financing) —		1,	100		0	
	State General Fund (Direct) State General Fund by: Interagency Transfer Fees and Self-Generated Rev. Statutory Dedications Interim Emergency Board Federal Funds Total Financing		<u> </u>	0 648 658 0 0 387		100 0 0 0 0 0 100	
	Balance Excess / Deficiency of Expenditures ( Financing (should = 0)	Over		0]		0	
_	Operating Budget (Summary)	coulting					
	Yea         State Gen. Fund (Direct)       35,         Interagency Transfer       9,         Fees/Self-Gen. Revenue       105,         Statutory Dedications       1,         Interim Emergency Board       1,         Federal Funds       143,	ar 1 ,982,623 0 ,422,761 ,734,671 0 0 ,140,055	Year 2 36,702,275 0 107,531,216 1,769,365 0 0 146,002,856	Year 3 37,436,321 0 109,681,841 1,804,752 0 0 148,922,914	Year 4 38,185,047 0 111,875,477 1,840,847 0 0 151,901,371	Year 5 38,948,748 0 114,112,987 1,877,664 0 0 154,939,399	
-	Comments						

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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

# Item H.4. Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, for the purpose of installing a video ribbon display, as authorized by La. R.S. 17:3361.

#### **EXECUTIVE SUMMARY**

Louisiana Tech University requests permission to lease the site behind the North Endzone of Joe Aillet Stadium to the Louisiana Tech University Foundation, a non-profit organization, for the purpose of installing a video ribbon display on the south face of the Davison Athletic Center, as authorized by La. R.S. 17:3361.

The University and Foundation estimate the value of improvements to be \$325,000. Upon completion of the installation, the lease will be terminated and all improvements to the site will be donated to the University.

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

#### RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, for the purpose of installing a video ribbon display, as authorized by La. R.S. 17:3361.

**BE IT FURTHER RESOLVED,** that Louisiana Tech 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 Louisiana Tech University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease and subsequent donation of the improvements.

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



H.4.

OFFICE OF THE PRESIDENT

January 21, 2022

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

Attached is a request to enter into a ground lease agreement to install a video ribbon on the south wall of the Davison Athletic Center facing the Joe Aillet Stadium football field. The video ribbon will augment the video score board on the opposite end of the field.

Your approval is requested.

Sincerely solia K. Juice

President



11

Office of the President

January 14, 2022

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

The Louisiana Tech University Foundation has secured funding to install a video ribbon on the south wall of the Davison Athletic Center facing the Joe Aillet Stadium football field. The video ribbon will augment the video score board on the opposite end of the field.

When the Davison Athletic Center was designed and constructed provisions were made so that a video ribbon display could be installed on the south wall. The Foundation is proposing the installation of a 3.6' high by 166.8' wide board prior to the commencement of the 2022 Football season.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to install the video ribbon. The value of improvement is estimated to be \$325,000.00. Upon completion of the installation the improvement will be donated to the University.

Sincerely,

Selie Aquie ie K. Guice

President



#### LEASE

#### STATE OF LOUISIANA

#### PARISH OF LINCOLN

#### KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr. Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation, domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station, Ruston, Louisiana 71272, represented herein by Louisiana Tech University Foundation Board President Katie Samuels,

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

#### WITNESETH

#### ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. Lease is proceeding under the authority of 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 Lincoln Parish,

Louisiana, to-wit: all of the property described as the South Face of the Davison

Athletic Center as depicted in Exhibit A, on the Louisiana Tech University Campus,

Ruston, Louisiana; hereinafter referred to as the "Leased Property". Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor's property to the leased site in order to make improvements to the site.

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

1.3 <u>Designation of Instrument.</u> 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 <u>Purpose.</u> The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to install a video ribbon display on the south face of Davison Athletic Center. Louisiana Tech must approve all plans and specifications prior to commencement of work. The value of improvements to be constructed and donated is estimated to be \$325,000.00.

#### ARTICLE 2 TERM

2.1 <u>Term.</u> The term of this Lease shall be for a period commencing on March 1, 2022, and ending at midnight on February 28, 2023, or at such time as donation of improvement is executed, whichever occurs first.

#### ARTICLE 3 RENT

3.1 <u>Consideration</u>. In consideration of said lease, Tenant agrees to install a video ribbon display for use at Joe Aillet Stadium, with construction design and standards satisfactory to Lessor.

#### ARTICLE 4 WARRANTY

4.1 <u>Non-Warranty</u>. 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 <u>Access</u>. 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 <u>Payment</u>. 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 <u>Obligation to Maintain.</u> Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

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

6.3 <u>Regulations.</u> 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 <u>Ownership</u>. 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. Upon completion of each project, Tenant shall donate or execute any document(s) 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 <u>Installation of Movables</u>. 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 <u>Ownership</u>. 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 until donated by Tenant.

### ARTICLE 8

8.0 <u>Insurance by Lessor</u>. After construction of the facility, Lessor shall at Lessor's sole cost insure said improvements under Lessor's property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During construction of the improvements, Tenant shall, at Tenant'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 of the standards, specifications, and conditions outlined on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant's Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

8.1.1 <u>Builder's Risk and Fire and Extended Coverage.</u> 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 <u>Comprehensive General Liability Insurance.</u> 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 <u>Named Insured</u>. 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 wavier of subrogation against Lessor.

8.1.4 <u>Non-Cancellation Agreement.</u> 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 <u>Certificates of Insurance</u>. Tenant 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 or Contractor.

#### ARTICLE 9 TAXES AND ASSESSMENTS

9.1 <u>Personal Property Taxes.</u> 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

Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of 10.1 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 <u>Assignment or Sublease.</u> 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: c/o Sam Wallace Associate Vice President for Administration and Facilities P.O. Box 3151 Ruston, LA 71272

Tenant: c/o Brooks A Hull Vice President University Advancement P.O. Box 3183 Ruston, LA 71272

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 <u>Surrender of Possession.</u> 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 <u>Specific Performance.</u> 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 <u>Binding Effect</u>. 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 <u>Gender.</u> 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, as the case may be.

#### ARTICLE 18 SEVERABILITY

18.1 <u>Severability</u>. 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 herefrom 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 <u>Effective Date</u>. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be March 1, 2022.

# Signature Page:

# Lease Agreement between Louisiana Tech University and Louisiana Tech University.

THIS DONE AND PASSED in the presence of the undersigned competent

witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day

of \_\_\_\_\_ 2021.

WITNESSES:

#### LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

THIS DONE AND PASSED in the presence of the undersigned competent

witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day

of \_\_\_\_\_ 2021.

WITNESSES:

# BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

# EXHIBIT A



#### EXHIBIT B

# **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase 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, its agents, representatives, employees or subcontractors.

# A. MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### 3. Automobile Liability

4. Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

## B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### E. VERIFICATION OF COVERAGE

- Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana Agency Name, Its Officers, Agents, Employees and Volunteers Address, City, State, Zip Project or Contract #:

- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

- 1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, 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 act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
- 2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

# Item H.5. Louisiana Tech University's request for approval to name the Biomedical Engineering Building at Louisiana Tech University the "Daniel D. Reneau Biomedical Engineering Building."

#### **EXECUTIVE SUMMARY**

The University is requesting approval for the naming of the Biomedical Engineering Building at Louisiana Tech University to the "Daniel D. Reneau Biomedical Engineering Building." Significant buildings at Louisiana Tech University bear the names of iconic figures in the history of the University and State, honoring the transformational contributions these persons have made. This is a request to honor the visionary leadership and achievements of President Emeritus Dr. Daniel D. Reneau, Tech's 13th president, whose career as a faculty member and administrator from 1967 until his retirement in 2013 spanned nearly half a century, by naming the Biomedical Engineering Building in his honor.

Earning both undergraduate (1963) and graduate (1964) degrees in chemical engineering from Louisiana Tech, he earned the Ph.D. from Clemson University (1966) and began his career at Tech as an assistant professor of chemical engineering in 1967. In 1972, he was instrumental in the establishment of the University's Biomedical Engineering Department, one of the first such university departments in the United States.

Groundbreaking research was an early hallmark of the Biomedical Engineering Department as Dr. Reneau and his students conducted the first microtechnology and micromanufacturing research on campus, building microelectrodes to study oxygen transfer into brain tissue. Those studies gained international recognition, and important research led by outstanding faculty continues today. Dr. Reneau is the author of almost 100 publications and is yet considered an authority in biomedical engineering throughout the world. He held fellowships in several European countries including the prestigious Humboldt Fellowship in Germany.

In 1973, he was named a full professor, and then in 1980 he was named Vice President for Academic Affairs. In 1987, he was named Louisiana Tech's 13th President, the first engineer to serve as President.

In 1992 he catalyzed broad support around his vision to make Louisiana Tech a selective admissions university with an escalating scale of admissions standards. Seen by many as a major gamble that very well could result in significant loss in enrollment, the move actually propelled Tech on its course of growth towards becoming the US News & World Report National Research

University with its high retention and graduation rates. At the time of President Reneau's retirement, Tech was classified by the Carnegie Institute as a Doctoral Research University with high research activity while also being classified as one of the nation's most affordable universities. The Taylor Opportunity Program for Students (TOPS) enabled the top students in the state to pursue enrollment in an in-state university with significant financial aid. By 2013, 84% of Tech's freshman students were TOPS recipients.

As President, he successfully revitalized the Alumni Foundation and combined the several other foundations that existed in the various university colleges to form the Louisiana Tech University Foundation; assets at that point were just over \$1 million. In conjunction with the University's celebration of its centennial in 1994, he tirelessly engaged in a capital campaign, the University Foundation's first, that successfully raised more than \$50 million for projects and programs of the University. The University Foundation continued to grow with his ceaseless efforts to raise private contributions for buildings and programs that would in some cases match or augment State funding; by the time of his retirement, the assets of the University Foundation had grown to nearly \$100 million with many millions more having been invested in buildings and projects. He and his family are generous donors to the Foundation, and recently he established the beautiful Linda Digby Reneau Rose Garden in the heart of the campus, honoring his wife's dedication to the beautification of the campus and her immeasurable contributions to the University.

By the time of President Reneau's retirement, Tech had been approved to offer the doctorate in multiple disciplines including engineering, education, industrial/organizational psychology, audiology, computational analysis and modeling, and business. He was justifiably proud of the M.D./Ph.D. in Biomedical Engineering established in partnership with the LSU Medical School in Shreveport. He had overseen increased online courses and degree offerings, and numerous visionary centers on campus were established, notably the Center for Information Assurance and the Center for Secure Cyberspace.

Campus building and renovation projects mushroomed under President Reneau's leadership: the Institute for Micromanufacturing, the Biomedical Engineering Building, Davison Hall, the Shreveport Center, the Charles Wyly Athletic Center, a new Business Building, Tech Pointe – the first building on the Enterprise Campus, the renovations of Tolliver Hall and the Ropp Center, the conversion of the former Wilson Cafeteria into the F.J. Taylor Center for the Visual Arts, the reconstruction of Hale Hall, construction of new apartment-style residential facilities, infrastructure additions and enhancements, new recreational facilities and expansion in the Lambright Center, and the reconstruction of the historic library into University Hall. The construction of the Alumni Walkway and Centennial Plaza were part of the Centennial Celebration, and the walkway now extends across the campus core and features bricks with the names of each of the more than 100,000 graduates of the University. Athletic facilities were built and upgraded; the football field was enhanced with artificial field turf, and tennis courts, the track, the baseball field and stadium, other playing fields were significantly improved.

One of the most significant pursuits of his tenure was the establishment of the Enterprise Campus through the purchase of properties surrounding the eastern perimeter of the campus. In that Campus are now many academic and other buildings dedicated to the partnerships of students and faculty with innovative technology companies.

The decision to move to what was then NCAA Division 2 in athletic competition required much investment, faith, and catalyzing student alumni, and benefactors around a vision of athletic excellence on a higher level. Competing as an independent for several years while building a solid reputation, Tech's Athletic program gained membership in the Sunbelt Conference, the Western Athletic Conference, and later in Conference USA. During his tenure, the Lady Techster Women's Basketball team won the 1988 NCAA national championship and had numerous appearances in Final 4 Tournaments; the football team won several conference championships and a bowl championship with other bowl appearances; the track team was perennial conference champions producing several Olympic athletes, and all other teams achieved national recognition.

His tenure as President was the longest of any Tech President to date – 26 years. When he retired, Dr. Reneau had conferred more than 44,000 degrees to what at that time was 47% of the University's graduates. His record of accomplishment for the University set Tech on the path of excellence that has continued to escalate since his retirement. It should be noted that his years in office saw many difficult times as well as highlights, and his leadership proved steady through them all, always focused on pursuing excellence in every area. Economic difficulties were many and sometimes very serious; in just the years prior to his retirement, the University's state appropriation to universities was cut more than 40%. Yet, through leadership of his administrative team, the situation was managed and initiated the innovation of new financial strategies. The academic core of the University not only did not suffer significantly, but it actually was strengthened in some areas. Through it all, he engendered a sense of ownership, loyalty, and pride in the faculty, staff, and students.

The welfare and superior education of the students of Louisiana Tech were always uppermost in his thoughts. Never was his concern for them stronger than following the events of September 11, 2001, in our country when he calmed, comforted, and rallied the university community, with special sensitivity for the international students, during a beautiful memorial service. In the aftermath of Hurricane Katrina, he demonstrated the Tech Tenet of Caring as he mobilized the campus to provide housing for hundreds of displaced students, including the Tulane football team and staff, who lived, studied, practiced, and played at Tech, supported by the Tech student body and the community.

Honored by countless organizations with awards such as being selected as one of the Inaugural Alumni Fellows of Clemson University, recipient of the National Federation of the Blind's highest honor – the Newell Perry Award, being selected as an AIMBE Fellow by the American Institute for Medical and Biological Engineering, and by his own community as the recipient of the Russ Award for extraordinary service to the Lincoln Parish area, and by having one of the City of Ruston's major thoroughfares named in his honor – Dan Reneau Drive, to name but a few.

Following his retirement in 2013, he was asked to serve as Interim President of the University of Louisiana System, and for a year he provided strong and visionary leadership to the System and its member universities.

Dan Reneau's accomplishments and accolades speak to his transformational leadership of Louisiana Tech University. We have been witnesses to the great dedication he has shown since he first entered Tech as a student in 1960. He and his family – his wife Linda, daughter Dana Bernhard, and son Dr. John Reneau – are all Tech graduates; both of his grandsons have also attended Tech. His wife Linda perhaps said it best: "The Tech Family is our family, and we will always be faithful in our support and affection for Louisiana Tech." Dr. Dan Reneau and his family have truly devoted a great part of their lives to the University and its students, faculty, administration, and staff.

From the moment Dan Reneau assumed the role as President, his theme was "A Quest for Excellence." This theme pervaded his entire tenure and undoubtedly influenced every decision, every plan. It is with deepest gratitude to this dedicated man, in recognition of his establishment of the innovative and nationally prominent Biomedical Engineering Program at Louisiana Tech University, in tribute to his own considerable academic accomplishments, in recognition and appreciation for the amazing and transformational progress toward excellence of virtually every aspect of Louisiana Tech University during his career as a faculty member, Vice President for Academic Affairs, and as President from 1987-2013, that the Administrative and Planning Council respectfully requests that the Biomedical Engineering Building at Louisiana Tech University be named the Daniel D. Reneau Biomedical Engineering Building.

#### RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to name the Biomedical Engineering Building at Louisiana Tech University the "Daniel D. Reneau Biomedical Engineering Building."



H.5.

OFFICE OF THE PRESIDENT

#### January 21, 2022

# LADIES AND GENTLEMEN OF THE UNIVERSITY OF LOUISIANA SYSTEM BOARD OF SUPERVISORS

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name the Biomedical Engineering Building at Louisiana Tech University the Daniel D. Reneau Biomedical Engineering Building to recognize Dr. Daniel D. Reneau.

Louisiana Tech University would like to honor the visionary leadership and achievements of President Emeritus Dr. Daniel D. Reneau, Tech's 13<sup>th</sup> president, whose career as a faculty member and administrator from 1967 until his retirement in 2013 spanned nearly half a century. Louisiana Tech University would like to honor him by naming the Biomedical Engineering Building in his honor.

Sincerely,

President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM



OFFICE OF THE PRESIDENT

December 6, 2021

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

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name the Biomedical Engineering Building at Louisiana Tech University the Daniel D. Reneau Biomedical Engineering Building to recognize Dr. Daniel D. Reneau.

Significant buildings at Louisiana Tech University bear the names of iconic figures in the history of the university and our State, honoring the transformational contributions these persons have made. This is a request to honor the visionary leadership and achievements of President Emeritus Dr. Daniel D. Reneau, Tech's 13th president, whose career as a faculty member and administrator from 1967 until his retirement in 2013 spanned nearly half a century, by naming the Biomedical Engineering Building in his honor.

Earning both undergraduate (1963) and graduate (1964) degrees in chemical engineering from Louisiana Tech, he earned the Ph.D. from Clemson University (1966) and began his career at Tech as an assistant professor of chemical engineering in 1967. In 1972, he was instrumental in the establishment of the university's Biomedical Engineering Department, one of the first such university departments in the United States.

Groundbreaking research was an early hallmark of the Biomedical Engineering Department as Dr. Reneau and his students conducted the first microtechnology and micromanufacturing research on campus, building microelectrodes to study oxygen transfer into brain tissue. Those studies gained international recognition, and important research led by outstanding faculty continues today. Dr. Reneau is the author of almost 100 publications and is yet considered an authority in biomedical engineering throughout the world. He held fellowships in several European countries including the prestigious Humboldt Fellowship in Germany.

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A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

classified as one of the nation's most affordable universities. The Taylor Opportunity Program for Students (TOPS) enabled the top students in the state to pursue enrollment in an in-state university with significant financial aid. By 2013, 84% of Tech's freshman students were TOPS recipients.

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The decision to move to what was then NCAA Division 2 in athletic competition required much investment, faith, and catalyzing student alumni, and benefactors around a vision of athletic excellence on a higher level. Competing as an independent for several years while building a solid reputation, Tech's Athletic program gained membership in the Sunbelt Conference, the Western Athletic Conference and later in Conference USA. During his tenure, the Lady Techster Women's Basketball team won the 1988 NCAA national championship and had numerous appearances in Final 4

Tournaments; the football team won several conference championships and a bowl championship with other bowl appearances; the track team was perennial conference champions producing several Olympic athletes, and all other teams achieved national recognition.

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From the moment Dan Reneau assumed the role as president, his theme was "A Quest for Excellence;" this theme pervaded his entire tenure and undoubtedly influenced every decision, every plan. It is with deepest gratitude to this dedicated man, in recognition of his establishment of the innovative and nationally prominent Biomedical Engineering Program at Louisiana Tech University, in tribute to his own considerable academic accomplishments, in recognition and appreciation for the amazing and

transformational progress toward excellence of virtually every aspect of Louisiana Tech University during his career as a faculty member, vice president for academic affairs, and as president from 1987-2013, that the Administrative and Planning Council respectfully requests that the Biomedical Engineering Building at Louisiana Tech University be named the Daniel D. Reneau Biomedical Engineering Building.

Thank you for your consideration.

Sincerely

gelie / price Leslie K. Guice

President

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

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

Item H.6. Southeastern Louisiana University's request for approval to enter into a Ground Lease with the Lion Athletics Association, Inc. for the construction of a 4,200-square-foot baseball Fieldhouse on the University's campus, as authorized by La. R.S. 17:3361.

#### **EXECUTIVE SUMMARY**

Southeastern Louisiana University is requesting permission to enter into a Ground Lease with the Lion Athletics Association, Inc., a non-profit organization, for the construction of a 4,200-square-foot baseball Fieldhouse, as authorized by La. R.S. 17:3361. The estimated cost of this project is approximately \$588,000.

The Ground Lease permits the Lion Athletics Association to assign the design and construction of the Fieldhouse to a contractor who, in turn, will pay all costs of the project. All contracts, purchase orders, and in-kind donations will be handled by the Lion Athletics Association. Southeastern staff will monitor all construction plans and activities. Upon completion and acceptance of occupancy, the Fieldhouse will be leased back to Southeastern for a period of twelve months. At the end of that term, Lion Athletics Association will execute a full donation of the property to Southeastern. The lease will terminate no later than December 31, 2024, or at such time as donation of the Fieldhouse is executed, whichever occurs first.

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

#### RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request to enter into a Ground Lease with the Lion Athletics Association, Inc. for the construction of a 4,200-square-foot baseball Fieldhouse on the University's campus, as authorized by La. R.S. 17:3361.

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

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

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

January 27, 2022

LOUISIANA UNIVERSIT

DUTHEASTERN

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

Re: Lease Agreement – Lion Athletics Association

Dear Dr. Henderson:

Southeastern Louisiana University is respectfully requests that the following item be placed on the agenda for approval at the February 2022 meeting of the Board of Supervisors.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University requests permission to enter into a ground lease (copy attached) with the Lion Athletics Association, Inc., a non-profit organization, for the construction of a 4,200 square foot baseball fieldhouse on Southeastern's campus. The estimated cost of this project is approximately \$588,000.

All contracts, purchase orders and in-kind donations will be handled by the Lion Athletics Association. Southeastern staff will monitor all construction activities. The lease will terminate on December 31, 2023, or at such time as a donation of improvements is executed, whichever occurs first.

Your consideration of this request is greatly appreciated.

Sincerely Jun L Cran !

John L. Crain President

Attachment

#### LEASE

#### **STATE OF LOUISIANA**

#### **PARISH OF TANGIPAHOA**

#### KNOW ALL MEN BY THESE PRESENTS THAT:

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

Hereinafter referred to as "LESSOR" and,

LION ATHLETICS ASSOCIATION, INC., a non-profit corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10309, Hammond, Louisiana 70402, represented herein by its duly authorized representative Michele Sutton, President of the Lion Athletics Association,

Hereinafter referred to as "LESSEE," have covenanted and agreed as follows to execute pursuant to authority under La R.S. 17:3361:

#### WITNESSETH

#### **ARTICLE I**

#### LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which LESSEE hereby agrees shall be paid, kept and performed by LESSEE, does hereby lease, let, demise and rent exclusively unto Lessee, and Lessee does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa Parish, Louisiana, to-wit: All of the property described as the site within Alumni Field Stadium, Hammond, Louisiana, hereinafter referred to as the "Leased Property." Site shall include only the section described and not the Stadium, field, or other common areas not within the area. Lessee shall be provided access through Lessor's property to the leased site

in order to make improvements to the property.

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

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

1.4 <u>Purpose</u>. The primary purpose for which Lessee is leasing the Lease Property and for which Lessor is granting this Lease is for Lessee to use the Leased Property described in 1.1 to **construct an approximately 4,200 square foot Fieldhouse valued at approximately \$588,000**. Southeastern Louisiana University must approve all plans and specifications prior to commencement of work, to include but not limited to a review by Southeastern's Physical Plant and Facility Planning departments.

#### **ARTICLE 2**

#### TERM

2.1 <u>Term</u>. The term of this Lease shall be for a period commencing on March 1, 2022, and ending at midnight on **December 31, 2024**, or at such time as donation of the Fieldhouse is executed, whichever occurs first.

#### **ARTICLE 3**

#### RENT

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

#### WARRANTY

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

**4.2** <u>Access</u>. 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** <u>**Payment.**</u> 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 <u>Obligation to Maintain</u>. Lessee shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Lessee.

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

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

#### **IMPROVEMENTS**

7.1 <u>Ownership</u>. Lessee agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor under the terms and conditions of the sublease and assignment, and Lessee shall not be entitled to any credit, reimbursement or payment for such improvements. Pursuant to the terms of the sublease and assignment ownership shall be conveyed to Lessor.

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

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

**7.2.1** <u>**Ownership**</u>. Lessor agrees that the title to all property placed on the Leased Property by Lessee as described in 7.2 shall be vested and remain with Lessee during the term of this Lease until donated by Lessee.

#### **INSURANCE**

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

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

**8.1.3** <u>Named Insured</u>. 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** <u>Non-Cancellation Agreement</u>. 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** <u>Certificates of Insurance</u>. Lessee, and the Lessee's contractors and sub-contractors, shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Lessee and Lessee's contractors and sub-contractors.

#### **ARTICLE9**

#### TAXES AND ASSESSMENTS

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

#### **ARTICLE 10**

#### **INDEMNITY**

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

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

#### **ARTICLE 11**

#### ASSIGNMENT

**11.1** <u>Assignment</u>. Lessee shall have the right to assign the Lease in whole or in part, with the prior written consent of Lessor. Lessee may assign to a third party for the purpose of construction of a 4,200 square foot Fieldhouse. The terms and conditions of such an assignment must be approved by the 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 <u>Default</u>. If Lessee shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Lessee of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Lessee then, and in such event, this lease shall become null and void.

12.2 <u>In the event of default</u>. Lessee agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor

shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

#### **ARTICLE 13**

#### NOTICES

**13.1** <u>Notices</u>. 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:	c/o Sam Domiano
	Vice President for Administration & Finance
	SLU 10709
	Hammond, LA 70402

Lessee: c/o Michele Sutton Lion Athletics Association SLU 10309 Hammond, LA 70402

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

#### SURRENDER OF POSSESSION

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

#### **ARTICLE 15**

#### SPECIFIC PERFORMANCE

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

#### **ARTICLE 16**

#### **BINDING EFFECT**

**16.1** <u>Binding Effect</u>. With the exceptions herein above 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.

#### **GENDER**

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

#### **ARTICLE 18**

#### **SEVERABILITY**

**18.1** <u>Severability</u>. 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 herefrom 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** <u>Effective Date</u>. The effective date of this Lease, irrespective of the date of execution by Lessor or Lessee, shall be March 1, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_\_day of \_\_\_\_\_2022.

WITNESSES:

LION ATHLETICS ASSOCIATION

Michele Sutton, President

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_\_day of \_\_\_\_\_ 2022.

\_

\_\_\_\_\_

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

Dr. John L. Crain, President

**EXHIBIT** A



# 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:

- Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
- 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. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

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 by the agency for workers' compensation coverage only.

# F. VERIFICATION OF COVERAGE

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

# G. SUBCONTRACTORS

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

#### SUBLEASE AGREEMENT

This Sublease Agreement ("Lease") is made by and between:

Lion Athletics Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana ("Landlord")

and

**Southeastern Louisiana University,** a public institution of higher learning acting herein through its authorized agent and under the authority of the Board of Supervisors for the University of Louisiana System ("Tenant")

The terms "Lease", "Landlord" and "Tenant" shall mean respectively "Sublease", "Sublandlord" and "Subtenant" whenever the context requires or permits it.

In consideration of the covenants contained in this Lease, the parties agree as follows:

#### 1. Property Leased

**1.1** <u>**Demise**</u>. Upon completion and accepted occupancy of the 4,200 square foot Fieldhouse, Landlord leases to Tenant and Tenant leases from Landlord the property described on the attached Exhibit "A" (hereinafter referred to as Premises").

**1.2** <u>Primary Lease</u>. Tenant acknowledges that the Premises are subject to that certain Ground Lease ("Original Lease") dated \_\_\_\_\_\_, 2022, by and between the Board of Supervisors for the University of Louisiana System as Landlord and Lion Athletics Association, Inc., as Tenant. Tenant specifically acknowledges receipt of a copy of said Original Lease. All of the terms and conditions of the Original Lease are incorporated herein. A true copy of the Original Lease is attached hereto as Exhibit "B" and incorporated by reference herein. Notwithstanding anything contained herein to the contrary, all maintenance,

repair and replacement obligations and all obligations to pay utilities, taxes and insurance imposed upon landlord under the Original Lease shall be the responsibility of the Tenant, Southeastern Louisiana University.

#### 2. Term

2.1 <u>Term</u>. Upon completion and accepted occupancy of the 4,200 square foot Fieldhouse, the term of this Lease ("Term") shall be for a period of twelve months commencing on \_\_\_\_\_\_, \_\_\_\_ and ending on \_\_\_\_\_\_, \_\_\_\_. At the end of the term, Lion Athletics Association will execute a full donation of the property to Southeastern.

#### 3. Consideration

**3.1** <u>**Rent.**</u> The parties agree that the rental under this Lease is for \$1.00 per year.

#### 4. Maintenance Repairs, Taxes, and Insurance

**4.1** <u>**Condition of Premises and Improvements.**</u> Tenant agrees to assume complete responsibility for maintenance, repair and replacement of the Leased Premises and Landlord's Improvements, and to maintain or cause to be maintained water, sewage, telephone, electricity, heating, ventilation and air conditioning equipment to service the Leased Premises and Landlord's Improvements.

**4.2** <u>**Taxes.**</u> Tenant shall pay all real property taxes, assessments and other impositions or charges which may be taxes, charged, levied, assessed or imposed by any lawful authority against the Leased Premises and improvements.

**4.3 Insurance.** Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and the operations by Tenant in amounts reasonably satisfactory to Landlord.

**4.4** <u>Fire and Extended Coverage</u>. Tenant shall pay all premiums for fire, extended coverage, vandalism and malicious mischief insurance with respect to the Leased Premises. The amount of

insurance carried by Tenant will be at Landlord's discretion but will not be unreasonably excessive in relation to replacement costs.

**4.5** <u>**Mutual Waiver of Subrogation.**</u> Tenant and Landlord waive and rights or claims against the other for damage sustained by acts which may be covered under any of the Tenant's or Landlord's insurance coverage, and waives and rights of subrogation against the other under any insurance policy. Tenant and Landlord shall cause the insurance carries to waive all such rights and to so notify Landlord and Tenant.

#### 5. Default

**5.1** <u>**Rights and Remedies.**</u> The mention in this Lease of any specific right or remedy shall not preclude the parties from exercising any other rights or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity.

**5.2 Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease to be performed by lockout, civil commotion, war, war like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, act of God, or any other cause whatsoever beyond the reasonable control of the parties and the times for performance shall be extended by the period of delay resulting from or due to any of the said causes.

**5.3** <u>No Waiver of Rights</u>. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any term, covenant or condition herein contained.
#### 6. Damage and Destruction

**6.1** <u>**Destruction of Leased Premises</u>**. In the event the Leased Premises shall be destroyed or damaged in whole or in part by fire, explosion or any other casualty, then the Tenant shall rebuild the premises and make the same fit for occupancy in substantially the same condition as before the casualty within a reasonable time after such casualty not to exceed one year. In the event of casualty, rent shall not abate.</u>

#### 7. Miscellaneous

**7.1** The Lease exhibits and riders, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**7.2** It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties, and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, revoke or rescind this Lease or any covenant herein contained in any writing and at any time.

**7.3** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid, and shall be addressed to Landlord at the last address where rent was paid, or the Tenant at the address provided for herein: and either party may make changes in their respective addresses for any other purpose provided that the party making any changes shall be notice as provided herein properly authorize and set forth same.

**7.4** If any section, clause, sentence, word or provision of this Lease, or the application thereof to any party or circumstances shall to any extent be or become invalid or illegal and such provision shall become null and void, the remainder of this Lease shall not be affected thereby and each to the fullest extent permitted by law.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_\_day of \_\_\_\_\_ 2022.

WITNESSES:

LION ATHLETICS ASSOCIATION

Michele Sutton, President

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_\_day of \_\_\_\_\_ 2022.

WITNESSES:

# SOUTHEASTERN LOUISIANA UNIVERSITY

Dr. John L. Crain, President

**EXHIBIT A** 



# BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

## FACILITIES PLANNING COMMITTEE

# February 17, 2022

# Item H.7. University of Louisiana at Lafayette's request for authorization to enter into a Purchase Agreement for the acquisition of the former Our Lady of Lourdes Hospital property from Our Lady of Lourdes Regional Medical Center, Inc.

# **EXECUTIVE SUMMARY**

As authorized by Act 485 of the 2021 Regular Louisiana Legislative Session, the University of Louisiana at Lafayette is negotiating the acquisition of the remaining portion of the former Our Lady of Lourdes Hospital property ("Lourdes Property") from Our Lady of Lourdes Regional Medical Center, Inc. ("OLOL"). The University of Louisiana at Lafayette has requested and been appropriated a total \$4.5 million through the Board of Regents in Capital Outlay Funds for this Land Acquisition, as well as the acquisition of the former Our Lady of Lourdes Hospital property, Society of the Roman Catholic Church of the Diocese of Lafayette, previously approved by the Board of Supervisors for the University of Louisiana System on October 28, 2021. This second acquisition will be another step to complete the campus master plan in 2012 to link main campus with the athletic campus.

The University will work with the appropriate State agencies to facilitate the purchase of the remaining portion of the Lourdes Property from OLOL. The University will obtain an appraisal from a certified appraiser to determine the fair market value of the Lourdes Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and the other appropriate State agencies to move forward with the execution of a Purchase Agreement for the purchase of the Lourdes Property in conformity with Louisiana laws and regulations.

Timing of this approval is critical to allow the University to continue negotiations with OLOL and execute a Purchase Agreement for the acquisition of the Lourdes Property anticipated to occur by the end of March 2022.

# 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 authorization to enter into a Purchase Agreement for the acquisition of the former Our Lady of Lourdes Hospital property from Our Lady of Lourdes Regional Medical Center, Inc. Executive Summary February 17, 2022 Page 2

**BE IT FURTHER RESOLVED,** that the University of Louisiana at Lafayette 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 the University of Louisiana at Lafayette and/or his designee are hereby designated and authorized to execute any and all documents necessary to execute the purchase of the Lourdes Property at such times as deemed appropriate to facilitate the purchase transactions.

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

OFFICE OF THE PRESIDENT

H.7.

P. O. Drawer 41008 Lafayette, LA 70504-1008 (337) 482-6203 Fax: (337) 482-5914 e-mail: president@louisiana.edu

Université des Acadiens

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

Dear Dr. Henderson:

This is a request for authorization to enter into a purchase agreement for the acquisition of the former Our lady of Lourdes Hospital property from Our Lady of Lourdes Regional Medical Center, Inc.

January 27, 2022

As authorized by Act 485 of the 2021 Regular Louisiana Legislative Session, the University of Louisiana at Lafayette is negotiating the acquisition of the former Our Lady of Lourdes Hospital property ("Lourdes Property") from Our Lady of Lourdes Regional Medical Center, Inc. ("OLOL").

The University will work with the appropriate State agencies to facilitate the purchase of the Lourdes Property from OLOL. The University will obtain an appraisal from a certified appraiser to determine the fair market value of the Lourdes Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and the other appropriate State agencies to move forward with the execution of a purchase agreement for the purchase of the Lourdes Property in conformity with Louisiana laws and regulations.

Timing of this approval is critical to allow the University to continue negotiations with OLOL and execute a Purchase Agreement for the acquisition of the Lourdes Property.

Please place these items on the agenda for consideration at the February 2022 meeting of the Board of Supervisors.

Sincerely, E. Joseph Savoie

President

# BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

## FACILITIES PLANNING COMMITTEE

# February 17, 2022

Item H.8. University of Louisiana at Lafayette's request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of nonhuman primate housing to be located on the New Iberia Research Center campus of the University of Louisiana at Lafayette in New Iberia, Louisiana.

#### **EXECUTIVE SUMMARY**

University of Louisiana at Lafayette's New Iberia Research Center (NIRC) has received a \$3.5 million grant from the National Institute of Health (NIH) to build two new indoor/outdoor nonhuman primate housing buildings. The Federal funding requires that the project be completed and all Federal funds expended and fully paid by May 31, 2026. There will be a 20-year time period (through 2046), after the Federal funds have been expended, by the Federal government for oversight of these buildings to confirm their continued use for approved biomedical research use.

UL Lafayette/NIRC intends to follow the standard design, bid, build construction process. The building's design and construction will meet the NIH Research Offices design standards that are specific to their research facilities and all applicable Animal Welfare codes that apply to Nonhuman Primate (NHP) facilities through these Federal Departments:

ORIP - Office of Research Infrastructure Programs ORF - Office of Research Facilities OGM - Office of Grants Management

UL Lafayette/NIRC will own and operate the buildings once they are completed and operational. NIRC will continue to use the property for scientific research conducted or sponsored by the NIH and other Federal agencies for health-related programs and educational and research activities.

Given the compressed timeline available for this project and the need to keep construction overhead to a minimum, the University has requested of Facility Planning and Control that the University be allowed to manage the project on its own in collaboration with an architect to be selected shortly. Facility Planning and Control supports this request and has advised the University that approvals from the ULS Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee of the Budget to complete the act of delegating authority on the project. The University will separately Executive Summary February 17, 2022 Page 2

seek approval from these entities and provide copies to the ULS Board Staff when approvals have been granted.

Working in collaboration with Facility Planning and Control, the University intends to use the Architect Selection Committee to assign an architect to the project. Once all approvals have been obtained, the University will take necessary actions to engage with architects and eventually contractors to construct the facility.

Timing of this approval is critical due to the limited availability of funding under the NIH C06 grant.

# 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 become the Facility Planning and Control delegated authority allowing the University to oversee and manage the construction of the NIH C06 Grant Construction Project of nonhuman primate housing to be located on the New Iberia Research Center campus of the University of Louisiana at Lafayette in New Iberia, Louisiana.

**BE IT FURTHER RESOLVED,** that prior to execution of final documents the University of Louisiana at Lafayette shall: (a) Provide evidence to UL System staff and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and, (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

**BE IT FURTHER RESOLVED,** that the President of the University of Louisiana at Lafayette and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the purchase of the property.

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





H.8.

P. O. Drawer 41008 Lafayette, LA 70504-1008 (337) 482-6203 Fax: (337) 482-5914 e-mail: president@louisiana.edu

Université des Acadiens

January 27, 2022

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

Dear Dr. Henderson:

This is a request for approval to become the Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of nonhuman primate housing to be located on the New Iberia Research Center campus in New Iberia, Louisiana.

Please place these items on the agenda for consideration at the February 2022 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie President

svc

# BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

#### FACILITIES PLANNING COMMITTEE

#### February 17, 2022

Item H.9. University of Louisiana at Monroe's request for approval to enter into a Cooperative Endeavor Agreement with New Cingular Wireless PCS, LLC, a division of AT&T, to construct a new 220' radio tower on the main campus.

#### **EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Cooperative Endeavor Agreement with New Cingular Wireless PCS, LLC, a division of AT&T. The University issued an invitation to bid on this project and New Cingular Wireless was the only response bidder. The property is located on Bon Aire Drive on the main campus of the University.

The University has done its due diligence in this process and received all necessary prior approvals. The University has currently received FFA approval to construct a 220' tower on campus, engaged FP&C, Real Estate Division, and has approvals through the Office of State Procurement. The project will provide the University a 220' radio tower at no cost to the University or State. Once construction is complete, the tower ownership will revert to the University. According to the Cooperative Endeavor Agreement, New Cingular Wireless will be granted access and space on the tower for a period of 10 years. New Cingular Wireless will also deconstruct the University's old tower and move all of KEDM's and KXUL's equipment to the new tower as part of the agreement.

New Cingular Wireless, PCS, LLC will bear all expenses, including all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project.

### 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 University of Louisiana at Monroe's request for approval to enter into a Cooperative Endeavor Agreement with New Cingular Wireless PCS, LLC, a division of AT&T, to construct a new 220' radio tower on the main campus.

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

Executive Summary February 17, 2022 Page 2

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

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

# H.9.



**Office of the President** iversity Library 632 | 700 University Avenue | Monroe, LA 71209-P 318.342.1010 | F 318.342.1019 | ulm.edu

January 27, 2022

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

RE: University of Louisiana at Monroe (ULM) Request for Approval to Enter into a Cooperative Endeavor Agreement February 17, 2022 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval to proceed with a cooperative endeavor agreement with New Cingular Wireless PCS, LLC, a division of AT&T. New Cingular Wireless PCS, LLC will construct a new 220' tower that will contain cellular signal equipment and will have space for our student radio stations, KEDM and KXUL, equipment. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the February 17, 2022 Board meeting agenda.

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

Sincerely,

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Ronald L. Berry, D.B.A. President



ULM is a member of the University of Louisiana System • AA/EOE

#### STATE OF LOUISIANA

#### COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 1<sup>st</sup> day of September, 2021, by and between The University of Louisiana at Monroe of the State of Louisiana, hereinafter referred to as the "State", and New Cingular Wireless PCS, LLC officially domiciled at 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, Georgia, 30319, hereinafter referred to as the "Contracting Party."

#### WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as: Design, supply, and installation of a self-supporting radio tower, to be located on the ULM campus at 4039 Bon Aire Drive, Monroe, Louisiana. The project will also include the dismantling and removal of an existing 160-foot self-supporting tower, antennas, and transmission lines at Stubbs Hall, 401 Bayou Drive, Monroe, Louisiana.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### Scope of Services

Contracting Party hereby agrees to furnish the services in Exhibit A.

#### Payment Terms

Contracting Party will deliver on all requirements stated in the Solicitation of Offer (SFO), in the form of cost abatement, with a license agreement between ULM (Licensor) and the Contracting Party (Licensee) for a period of ten (10) years following completion of construction, at the Contracting Party's sole cost and expense, in exchange for premier, fee-free space on the tower.

In consideration of the services described above, state hereby agrees to pay the Contracting Party a maximum fee of zero (0) dollars.

#### Taxes

Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number (*tax id number*).

#### **Termination for Cause**

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contracting Party. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### Ownership

All records, reports, documents and other material delivered or transmitted to Contracting Party by State shall remain the property of State, and shall be returned by Contracting Party to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contracting Party in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contracting Party to State, at Contract.

#### Nonassignability

No Contracting Party shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contracting Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

#### **Auditors Clause**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contracting Party which relate to this contract.

#### **Term of Contract**

This contract shall begin on September 1, 2021, and shall terminate on August 31, 2031 ("Initial Term").

#### **Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient

monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **Discrimination Clause**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

WITNESSES SIGNATURES:	STATE AGENCY SIGNATURE:
	By:
	Title:
WITNESSES SIGNATURES:	CONTRACTING PARTY SIGNATURE:
	Ву:

Title:

# Exhibit A – Scope of Services

# PART 1: Project Overview

- 1.1 The University of Louisiana at Monroe (ULM, hereinafter referred to as "State") requires New Cingular Wireless PCS, LLC (hereinafter referred to as "Contracting Party") to design, supply, and install a self-supporting radio tower, to be located on the ULM campus at 4039 Bon Aire Drive, Monroe, Louisiana. The proposed structure will be a lattice, 200 foot, communications tower, supported on three (3) legs spaced in an equilateral triangle pattern.
- 1.2 The project will also include the dismantling and removal of an existing 160-foot selfsupporting tower, antennas, and transmission lines at Stubbs Hall, 401 Bayou Drive, Monroe, LA.
- 1.3 Contracting Party will deliver on all requirements stated in this SFO, in the form of cost abatement, with a license agreement between ULM (Licensor) and the Contracting Party (Licensee) for a period of ten (10) years following completion of construction, at the Contracting Party's sole cost and expense, in exchange for premier, fee-free space on the tower.
- 1.4 The site coordinates of the Bon Aire Tower location are 32° 32′ 37.9″N, 92° 04′ 8.04″ W (NAD 83). The average ground elevation of the site is approximately 77.5 feet above mean sea level and the site condition is relatively flat. The site is located adjacent to the fenced yard area of ULM Physical Plant. Access is from Bon Aire Drive. Room for staging material deliveries, et cetera, is available in the adjacent lot.
- 1.5 The vendor should inspect the site to verify measurements and/or amount of supplies needed prior to submittal of offer. If the vendor finds conditions that disagree with the physical layout as described in these specifications, or other features of these specifications that appear to be in error, the same shall be noted on the quotation.
- 1.6 The successful vendor (the "Contracting Party") shall be responsible for the design, supply, construction, installation, and removal of the following, based on these specifications:
  - 1.6.1 Design, supply, and construct a self-supporting antenna tower structure, with a rotating mast extending above or attached to the principal structure, a climbing ladder, and a lateral transmission line bridge. All tower components shall be hot dip galvanized after fabrication. The design and installation of the tower shall take into account ice and wind conditions for the specific site location for TIA-222G, 90 mile-per-hour maximum gust wind speed (3 second gust), with ½" radial ice load.
  - 1.6.2 Design, excavate, and construct drilled-pier concrete or helical anchor (such as manufactured by A.B. Chance Company/Hubbell Power Systems) tower foundations, as well as excavate and construct tower foundations for the lateral transmission line bridge supports. The tower foundation design shall conform to the Geotechnical Engineering Services Report, conducted by Ardaman & Associates, Inc., attached to these specifications. See Attachment IV.

- 1.6.3 Supply and install all transmission lines specified in Sections 2.1.6 and 2.1.7, and install antennas (to be supplied by State) specified below, including all connectors, snap-in type transmission line hangers, and grounding kits.
- 1.6.4 Dismantle and remove the existing 160-foot self-supporting lattice tower, antennas, transmission lines and fence located at the Stubbs Hall site at 32°31'37.9" N, 92° 04' 22.0" W (NAD 83). The existing tower will be dismantled only after the new tower has been constructed and the new transmission lines and antennas have been commissioned, with the exception of the Scala CA7-460 and Scala CA5-450 antennas that will be reused on the new tower and which may be removed upon coordination with the State. The existing tower foundations and fence anchors shall be excavated to two (2) feet below finished grade, and the resulting holes shall be filled to finished grade and seeded with Bermuda grass.
- 1.6.5 Transport and offload all equipment, materials, and construction and installation personnel to the site for completion of all work.
- 1.6.6 Supply all materials, equipment, machinery and tools necessary to accomplish the work.
- 1.6.7 Restore the site grade surface to assure drainage away from structures and to prevent ponding and pockets of surface drainage. Dispose of any excess soil material on approval of the State. Clean up and dispose of all construction debris, and repair and/or replace any of the vehicle driving and/or parking surfaces, and any structures or facilities that will remain on the site that were either damaged or temporarily removed to facilitate the construction work.
- 1.6.8 It is the intent of this specification to describe the supply and construction of a turnkey radio tower and transmission lines. Work inferred by this specification, but not specifically called for, should be included in the Contracting Party's offer.
- 1.6.9 Supply and install all transmission lines specified in Sections 2.1.6 and 2.1.7, and install antennas (to be supplied by State) specified below, including all connectors, snap-in type transmission line hangers, and grounding kits.
- 1.6.10 Dismantle and remove the existing 160-foot self-supporting lattice tower, antennas, transmission lines and fence located at the Stubbs Hall site at 32°31'37.9" N, 92° 04' 22.0" W (NAD 83). The existing tower will be dismantled only after the new tower has been constructed and the new transmission lines and antennas have been commissioned, with the exception of the Scala CA7-460 and Scala CA5-450 antennas that will be reused on the new tower and which may be removed upon coordination with the State. The existing tower foundations and fence anchors shall be excavated to two (2) feet below finished grade, and the resulting holes shall be filled to finished grade and seeded with Bermuda grass.
- 1.6.11 Transport and offload all equipment, materials, and construction and installation personnel to the site for completion of all work.
- 1.6.12 Supply all materials, equipment, machinery and tools necessary to accomplish the work.
- 1.6.13 Restore the site grade surface to assure drainage away from structures and to prevent ponding and pockets of surface drainage. Dispose of any excess soil material on approval of the State. Clean up and dispose of all construction debris, and repair and/or replace any of the vehicle driving and/or parking surfaces, and any structures or facilities that will remain on the site that were either damaged or temporarily removed to facilitate the construction work.
- 1.6.14 It is the intent of this specification to describe the supply and construction of a turnkey radio tower and transmission lines. Work inferred by this specification, but not specifically called for, should be included in the Contracting Party's offer.

# PART 2: Permits, Inspections, Fees, Licenses and Regulations

- 2.1 The State has made application for an aeronautical hazard obstruction study from the Federal Aviation Administration (Aeronautical Study Number FAA 2018-ASW-6108-OE). According to FAA Advisory Circular AC 70\_7460-1L CHG1, no painting or lighting will be required at 180'. If Contracting Party proposes a tower taller than 200 feet, Contracting Party shall install lighting in compliance with FAA regulations.
- 2.2 The Contracting Party shall give all other notices and shall comply with Federal, State, Parish and local laws, ordinances, codes, and rules and regulations bearing on the conduct of the work under this contract. If the Contracting Party performs any work contrary to such laws, ordinances, or rules and regulations, the Contracting Party shall bear all costs arising from such work. The Contracting Party shall bear the cost of all required permits and licenses.
- 2.3 All work and equipment shall comply with the current versions of the following documents where applicable:
  - 2.3.1 National Electrical Code 1993, ANSI/NFPA 70, Chapter 8 Communications systems.
  - 2.3.2 UL Listed (Underwriters Laboratories, Inc.) as appropriate.
  - 2.3.3 ANSI/EIA/TIA-222G (Structural members and foundations).
  - 2.3.4 National Highway Institute Course No. FHWA-NHI-132014 Drilled Shafts.
  - 2.3.5 ASTM A615 (S1) grade 60 (reinforcing bars).
  - 2.3.6 Manual of Standard Practice for Detailing Concreted Structures, ACI 318 (Fabrication of reinforcing steel).
  - 2.3.7 Occupational Safety and Health Act of 1970.
- 2.4 The installation of the foundations shall be observed, at the Contracting Party's expense, by a competent geotechnical engineer as recommended in the Geotechnical Engineering Report by Ardaman & Associates, Inc. attached to these specifications. See Exhibit IV.

# PART 3: Existing Utilities

3.1 The Contracting Party shall verify the locations of existing utilities within the construction area, exercise care to protect existing utilities during earthwork operations, and protect active utility services uncovered by excavation. Should any conflicts be discovered between existing conditions and the proposed site plan, the Contracting Party shall work with the State to resolve any such conflicts.

# PART 4: Tower Structure and Accessories Requirements

- 4.1 The tower shall be completely self-supporting and shall not require any guy wire support. The principal structure shall extend at least 180 feet, but no more than 220 feet (pending FAA approval), above the concrete foundations or foundation caps. The concrete tower foundations or foundation caps shall extend 12 inches above finished grade. The tower shall be a Self-Supporting Tower such as manufactured by Daley Tower in Carencro, Louisiana, or approved equal.
- 4.2 The tower shall include a two-inch outside diameter rotating mast for the receiving antenna on an extension arm supplied by the Contracting Party at the 160-foot level of a taller tower.
- 4.3 The tower manufacturer shall provide the structure and foundation design to meet or exceed ANSI/EIA/TIA-222G design standards, including the transmission line and antenna loads specified below, for 90 mile-per-hour maximum gust wind speed (3 second gust), with ½" radial ice load, or better. All tower components shall be hot dip galvanized after fabrication in accordance with ASTM-A153 standards. Structural joint connections shall be made using ASTM F3125/F3125M hot dip galvanized structural bolts.
- 4.4 The manufacturer's tower structure and foundation design must be certified by and all drawings signed and sealed by a Registered Professional Engineer licensed by the State of Louisiana. A complete and orderly summary of the tower stress analysis showing loading considerations, tower base reactions, member size, allowable stresses and maximum computed forces in members shall be provided to the State along with the "as built" drawings.
- 4.5 The offer response shall include one additional digital copy of proposed construction drawings for State's communication with the FAA.
- 4.6 Within thirty (30) days of completion of the tower construction and installation, the Contactor shall furnish the State with at least two copies of "as built" drawings of the tower and foundations. The size and quality of all documentation shall be such that all documentation is clearly legible with the naked eye without viewing aids.
- 4.7 The tower structure legs shall be hot dip galvanized steel solid rounds with varying diameters and connected through flanges. Bracing shall be hot dip galvanized steel angles with various cross-sectional sizes.
- 4.8 The tower shall include an inside corner-mounted hot dip galvanized steel climbing ladder extending the full height of the structure.
- 4.9 The tower shall include an anti-fall device, meeting the requirement of ANSI 14.3, positioned immediately adjacent to and parallel to the entire length of the climbing ladder. The anti-fall device may be a safety cable or rail, but must allow the climb harness arrest device to automatically slide past intermediate restraints without any special effort by climbing personnel. Two (2) safety climb harnesses shall be included, conforming to all applicable OSHA requirements.
- 4.10 The tower shall include a vertical face-mounted hot dip galvanized steel transmission line ladder, apart from any required by the Lessee, exclusively for use by the State's facilities. The line ladder shall extend from the lateral transmission line bridge to the top of the tower structure. The transmission line ladder rungs shall be spaced vertically at no more than four-foot intervals. The transmission line ladder rungs shall be factory drilled for standard snap-in stainless steel hanger kits to accept a minimum of twelve runs of transmission line.

- 4.11 A lateral hot dip galvanized steel transmission line bridge shall be provided, apart from any required by the Licensee, exclusively for use by the State's facilities, between the tower and the State's accompanying shelter and engineered to provide horizontal support of transmission lines. The waveguide bridge shall be typically 24 inches wide and shall be suitably attached and supported only to its support pipes independent of the tower and building, and of sufficient strength to support two 250-pound persons and so that no damage is sustained by a falling one-pound block of ice from the top of the tower. The transmission line supports shall be factory drilled for standard snap-in stainless steel hanger kits to accept a minimum of twelve runs of transmission line or shall be trapeze-type supports with a minimum of three tiers. The transmission line supports shall be spaced horizontally at no more than three-foot intervals.
- 4.12 The tower shall include one leg-mounted hinged hot dip galvanized steel side arm antenna mount for the support of a mobile radio antenna, to be moved from the exiting tower at Stubbs Hall. The side arm mount shall be plumb in each vertical axis and shall extend a nominal three horizontal feet from the mounting leg. This existing mount at the radio tower at Stubbs Hall may be moved on approval of the State. If a new mount is required, it shall be supplied by the Contracting Party. The antenna leg of the side arm mount shall be 2-inch outside diameter pipe and shall be approximately five feet (overall) in height. In either case, the side arm mount shall be installed with its bottom at the 110-foot level of the tower structure.
- 4.13 The tower shall include one mast with rotator.
  - 4.13.1 The mast mount shall provide for a thrust bearing. The mast shall be supplied and shall be two-inch outside diameter hot dip galvanized steel pipe. The steel mast mount shall be factory drilled to accommodate the thrust bearing and rotator, and shall be hot dip galvanized after fabrication.
  - 4.13.2 The mast will be supplied as detailed above and mounted at the 160-foot level of the tower by means of a Contracting Party-supplied side mount constructed of hot dip galvanized steel suitable to the installation of the mast and rotator, so that the antenna will rotate freely 360° without interference from the tower structure
  - 4.13.3 The Contracting Party shall install the rotator, the rotator thrust bearing, and shall furnish and install the multi-conductor rotator control cable. The multi-conductor rotator control cable must meet the rotator manufacturer's specifications for rotator model Yaesu G-5500 and rotator thrust bearing Yaesu GS-065.
- 4.14 The Contracting Party shall specifically indicate whether a conventional drilled shaft concrete pier foundation, helical anchor foundation system, or other user foundation type is proposed.
- 4.15 The top of the foundation outside of the limits of the anchor bolts shall be sloped to drain, with a floated finish. Immediately after tower erection and leveling nut adjustment, Five Star Special Grout 100, as manufactured by Five Star Products, Inc., or equal, shall be mixed per the manufacturer's recommendations and placed between the bottom of each tower base plate and the top of the finished tower leg concrete foundation with proper provision for drainage.

# PART 5: Tower Electrical Grounding Requirements

- 5.1 Each transmission line shall be grounded to the tower at the top and bottom using grounding kits made by the manufacturer of the cable for that model of cable. Grounding bars may be mounted on the tower to provide grounding points for the grounding kits. The jacket of all transmission lines shall be fully weatherized where removed to accommodate the installation of the grounding kits.
- 5.2 The tower legs may be utilized as down conductors.
- 5.3 Ground terminations shall be provided for each tower leg and shall consist of a 5/8-inch x 10 foot (minimum) copper-clad ground rod for each leg.
- 5.4 Each tower leg shall be connected to the corresponding ground rod using #2 AWG (minimum) bare solid copper wire. The connection of the tower leg to the ground wire and the connection of the ground wire to ground rod shall be via exothermic weld, Cadweld, or equivalent. All Cadwelds shall be performed in accordance with the manufacturer's specifications and instructions to include good Cadwelds.
- 5.5 The ground wire shall be as short as is practical and shall be installed so as to avoid sharp bends in the ground leads

# PART 6: Antenna Loading and Layout

6.1 The following antennas shall be supplied by the State and removed from the exiting tower at Stubbs and installed by the Contracting Party. The tower design shall be based on supporting the following antennas at the following elevations:

	Height Above Foundation	Antenna Make and Model	
1.	170' (Mast Pole)	Scala CA5-450	
2.	166' (Mast Pole)	Winegard HD6065P, or equal	
3.	149' (Radiation Center)	Jampro JLPC-5RFR, or equal	
4.	127′	Kathrein-Scala PR-450	
5.	123′	Kathrein-Scala PR-450	
6.	119'	Scala CA7-460	
7.	<u>110'</u>	Ubiquity NBE-5AC-Gen2	
8.	110' (Side Arm Mount)	Decibel Products DB224-B, or equal	

6.1.1 In addition to the above antenna loads, the tower and foundation design shall allow for the following future antenna, transmission line, and related loads:

	Height Above Foundation	Antenna Make and Model
1.	110′	4 ea. Cellwave PD220, or equal, each with side arm mount and 7/8" feedline
2.	100′	12 ea. 1'X6' panel antennas and mounts, each with 1-5/8" feedline
3.	100′	Future 12-run vertical transmission line ladder to the 100-foot level

# 6.2 Transmission Line and Wiring Specifications

6.2.1 All transmission lines and flexible jumpers listed in the table below shall be supplied and installed by the Contracting Party. All transmission lines and flexible jumpers shall be the make and model listed, or approved equal. The tower design shall be based on supporting the listed transmission lines in addition to the antennas specified above:

Antonno*	Transmission	Connector	Flexible Jumper	Connector	Flexible Jumper
Antenna	Line	(Тор)	(Тор)	(Bottom)	(Bottom)
	Andrew	Andrew	L-Com	Andrew	Andrew
1.	LDF5-50A	L5PNF-RPC	CC213-15	L5PNF-RPC	F4A-PNMNR-8
2	Belden	"F" Series	None	"F" Series	None
Ζ.	RG-11	Connector		Connector	
2	Andrew	Andrew	None	Andrew	None
5.	HJ7-50A	87R		87G	
Λ	Andrew	Andrew	Andrew	Andrew	Andrew
4.	LDF5-50A	L5PNF-RPC	L4A-PNMNM-3	L5PNF-RPC	F4A-PNMNR-8
г	Andrew	Andrew	Andrew	Andrew	Andrew
Э.	LDF5-50A	L5PNF-RPC	L4A-PNMNM-3	L5PNF-RPC	F4A-PNMNR-8
G	Andrew	Andrew	None	Andrew	None
0.	LDF4-50A	L4PNR-H		L4PNR-H	
7	Andrew	Andrew	None	Andrew	None
7.	LDF4-50A	L4PNF		L4PNR-H	
Web	Belden	"BNC" Series	Nono	Nono	Nono
Camera	RG-11	Connector	None	None	None
Web	12 AWG type THHN/THWN/MTW, three conductors, installed in conduit				
Camera					
Rotator	otator 6-conductor (minimum) 18 AWG unshielded multi-conductor cable, installed in conduit				
Camera/	era/				
Wireless					
* Numbers refer to antennas as listed in Section 2.1.6.1.					

- 6.2.2 The RG-11 cable specified in the table above shall be Belden 9011, or approved equal RG-11 cable with a loss of 1.2 dB per 100 feet or better.
- 6.2.3 All transmission line connectors listed in the table above shall be supplied and installed by the Contracting Party. Connectors shall be made by the manufacturer of the corresponding cable for that model of cable.
- 6.2.4 All transmission lines shall be attached to the vertical transmission line ladder and lateral transmission line bridge by the Contracting Party at proper intervals using stackable snap-in stainless steel hangers, Commscope, Andrew, SnapStak, or equal, made by the manufacturer of the corresponding cable for that model of cable.
- 6.2.5 Each transmission line shall be grounded to the tower at the top and bottom using coaxial grounding kits made by the manufacturer of the cable for that model of cable, as specified above in Section 5 of these specifications.
- 6.2.6 Each outdoor connection between transmission lines, flexible jumper cables, and antennas shall be fully weatherized and made watertight with suitable materials resistant to sunlight and other climate damage.
- 6.2.7 The Contracting Party shall install one ¾"-diameter (minimum) galvanized rigid conduit, running parallel to and secured in similar fashion to the transmission line runs, with all junctions made weather-tight. The conduit shall begin from a weather-tight junction box installed at the 110-foot elevation of the tower, and terminate in a weather-tight junction box installed at the rotator. Conduit shall also run from a junction box to be installed immediately inside the transmission line entrance at the building and extending to the lowest junction box on the tower, in a combination of galvanized rigid conduit and weather-tight flexible conduit as is appropriate to the application.
- 6.2.8 The Contracting Party shall furnish and install in the rigid conduit the multi-conductor rotator control cable specified above in Section 2.1.4.12.3. of these specifications. The rotator control cable shall be run from the State's shelter and shall exit the upper-most junction box through a weather-tight connection, for connection to the rotator.
- 6.2.9 Three solid 12 AWG type THHN/THWN/MTW conductors supplied by the Contracting Party shall be installed in the rigid conduit between the junction box located immediately inside the transmission line entrance at the building and the junction box at the 110-elevation of the tower, to provide low-voltage electrical service to a web camera supplied by the State.
- 6.2.10 The RG-11 coaxial cable specified in the table above for the web camera shall be Belden 9011, or approved equal RG-11 cable with a loss of 1.2 dB per 100 feet or better, and shall be run from the State's shelter to the 110-foot elevation on the tower. In the State's shelter, sufficient coaxial cable shall be provided to extend from the ceiling to the floor, plus an additional length of 20 feet. At the 110-foot elevation, sufficient coaxial cable shall be provided to external leg, plus an additional length of three (3) feet.
- 6.2.11 The Ethernet cable specified in the table above shall be outdoor shielded Cat 5e, such as Ubiquiti Networks TC-Carrier, or equal, terminated in UV-protected connectors such as Ubiquiti TC-Con-100, or equal.

- 6.2.12 The Contracting Party shall furnish and install a multi-port transmission line entrance. The panel shall be perimeter caulked with a suitable permanent exterior sealant and the panel shall have a finished interior. The orientation of the lateral transmission line bridge in relation to the entrance ports shall be such that a tight radius or complicated cable routing is not required. The routing of the transmission lines through the entrance port shall provide drip loops outside the building sufficient to prevent water infiltration into the building. The multi-port transmission line entrance shall be the following make and models, or approved equals:
  - 1 ea. Andrew 204673-8 8-port 4" Feed Thru Plate
  - 1 ea. Andrew 204679A-4 1-5/8" x 1 4" Cable Entry Boot
  - 3 ea. Andrew 204679A-15 7/8" x 3 4" Cable Entry Boot
  - 4 ea. Andrew 204679A-7 1/2" x 3 4" Cable Entry Boot
- 6.2.13 All transmission lines will terminate in the State's shelter, as coordinated with the State. Transmission lines associated with flexible jumper cables at the lower connection will terminate at ceiling height above equipment racks located in the State's shelter.

# PART 7: Shelter Specifications

- 7.1 Contracting Party will provide one (1) 11'-6" x 25'-0" steel-reinforced concrete shelter. Price will include all freight to location, off-loading, and field set-up.
- 7.2 Contracting Party will supply three (3) sets of drawings, at no additional cost.
- 7.3 Contracting Party must fully comply with the modular construction approval requirements of the State of Louisiana.
- 7.4 Field set-up by the Contracting Party will include:
  - 1. One trip to site
  - 2. Remove lifting brackets
  - 3. Install tie downs
  - 4. Install door canopies and/or drip strips
  - 5. Install exterior lights and check photocells
  - 6. Install rain hoods and/or other exterior accessories
  - 7. Check operation of doors and door hardware
  - 8. Adjust weather-stripping on doors as needed
  - 9. Install intruder alarms
  - 10. Inspect roof
  - 11. Inspect interior finish for imperfections and repair as needed
- 7.5 Contracting Party must provide the following information:
  - 1. Construction Details
  - 2. Exterior Materials List
  - 3. Interior Material List
  - 4. Mechanical Details
  - 5. Electrical Details
  - 6. HVAC Details

# PART 8: Compound Space

- 8.1 The dimensions and configuration of the ground space to be used adjacent to the tower base shall be the minimum required to support the proposed equipment and that of the State. Any proposed enclosure larger than eighty feet by eighty feet (80'x80') shall be approved in advance in writing by the State. The design of the compound space shall be coordinated with the State to accommodate placement of the State's transmission building and possible future tenants.
- 8.2 All site work, including but not limited to the following, shall be provided by the Contracting Party: back-filling, clearing, compacting, decontamination, drainage, equipment pads, fencing, filling, foundation, grading, grass-seeding, leveling, paving, site access, site clearing, soil borrow, soil removal, utilities, utility connections.
- 8.2.1 Contracting Party shall restore the site to its original condition following construction and installation activities.
- 8.2.2 Contracting Party shall be responsible for landscape grading, seeding, and mulching of the disturbed soil.
- 8.2.3 Contracting Party shall furnish and install weed prevention material covering the newly fenced are around the base of the new tower. The weed prevention material shall be 6m plastic sheet.
- 8.2.4 Contracting Party shall furnish and install number 57 limestone, four (4) to six (6) inches deep through the newly fenced area.
- 8.2.5 The compound will incorporate, as a single enclosed area, a minimum six foot (6') tall commercial chain link fence.
- 8.2.5.1 The fencing shall be of fused and adhered polyvinyl chloride PVC coated steel chain link fence fabric, fabricated in one-piece widths for fencing, and will comply with CLFMI "product manual." Mesh and wire size shall be No. 9 gauge (0.148 inch) steel wires, 2 inch mesh, which is knuckled at both selvages, in one-piece fabric widths. The fabric finish shall be fused and adhered PVC coated steel, ASTM F668, Class 2b, Federal Specification RR-F-191 / 1E Type IV, and AASHTO M-181 Type IV Class B.
- 8.2.5.2 Fence framing and accessories shall be PVC coated to match fence fabric, with round steel pipe, Standard weight, Schedule 40, PVC coated galvanized steel pipe complying with ASTMF1083.
  Pope shall comply with ASTM F1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 2-oz. / sq. ft. (0.55-kg / sq. m) zinc; and the following strength and stiffness requirements:
  - a. End, Corner and Pull Posts: 3 inch x 9'-0" long post for 6'-0" high fence. Pull post are to be a maximum of 150'-0" o.c.
  - Line Post: 2.375 inch (2-3/8") x 9'-0" long for 6'-0" high fence spaced at a maximum of 10'-0" o.c.
  - c. Post Brace Rails: 1.66 inch (1 5/8"). Provide brace rail with truss rod assembly for each gate, end and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
  - d. Top Rails: 1.66 (1 5/8"). Fabricate top rail from lengths 21 feet (6.4m) or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric.
  - e. Setting: Post shall be set at least 36" into finished grade

- 8.2.5.3 Fence fittings shall be PVC coated to match fence fabric. Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F626. All fittings are to be PVC coated galvanized steel.
  - a. Post and line caps shall be PVC coated hot-dip galvanized pressed steel. Provide weather tight closure cap for each post. Provide line post caps with loop to receive top rail.
  - b. Rail and brace ends shall be PVC coated hot-dip galvanized pressed steel. Provide rail ends or other means for attaching rails securely to each gate, corner, pull and end post.
  - c. Rail fittings shall include:
    - Top Rail Sleeves: PVC coated hot-dip galvanized pressed steel. Not less than 6 inches (153 mm) long.
    - Rail Clamps shall be PVC coated hot-dip galvanized pressed steel. Provide line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line to line posts.
  - d. Tension and Brace Bands: PVC coated hot-dip galvanized pressed steel.
  - e. Tension Bars: PVC coated hot-dip galvanized pressed steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post and two for each corner and pull post, unless fabric is integrally woven into post.
  - f. Truss Rod Assemblies: PVC coated hot-dip galvanized pressed steel rod and turnbuckle or other means of adjustment.
  - g. Tie Wires, Clips and Fasteners: Provide the following types according to ASTM F626:
    - Standard Round Wire Ties: For attaching chain-link fabric to posts, rails and frames.
    - Ties shall be PVC coated hot-dip galvanized steel: PVC coated galvanized wire matching of same size and coating of chain-link fence fabric or 9 gauge aluminum with spacing at 14" o.c.
- 8.2.5.4 The enclosure will include a minimum of two (2) entry gates. Gate perimeter frames shall be of tubular members. Provide horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Space so that frame members are not more than 8'-0" apart. 1.90 inch OD steel pipe.
  - a. Assemble gate frames by welding or with special fittings and 4 rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges. Bars will also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15 inches o.c. Attach hardware to provide security against removal or breakage.
  - b. Install diagonal cross-bracing consisting of 3/8 inch diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist, as required.

- 8.2.5.5 Gate hardware shall include the following:
  - a. Hinges: size and material to suit gate size, non-lift-off type, offset to permit 180 degree gate opening. Provide 1-1/2 pair of hinges for each leaf.
  - b. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
  - c. Keeper: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released.
  - d. Double Gates: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors. Set in concrete, to engage center drop rod or plunger bar. Include locking device and padlock eyes as integral part of latch, using one padlock for locking both gate leaves.

# 8.3 Project Plan

Contracting Party will provide estimate number of days to complete each high-level milestone below, back on experience in similar project, and in working with a State of Louisiana agency:

- Utilities located
- New site preparation (ground, pad, facilities)
- Construction of new tower
- Migration of repurposed components from existing tower to new tower
- Migration of associated computer and network components from existing location to new location
- Testing/Burn-in period for new tower
- Fully-functional new tower
- Dismantling of old tower
- Removal of old tower components

# 8.4 **Project Requirements**

The following are the high-level Project Management functional requirements Contracting Party will follow.

#### Framework

- 1. Manage Scope
- 2. Manage Requirements
- 3. Manage Budget
- 4. Manage Risk
- 5. Manage Communication
- 6. Manage Roles
- 7. Manage Project Schedule
- 8. Manage Project Change
- 9. Manage Quality
- 10. Manage Implementation

# 8.5 Workmanship

- 8.5.1 All Contracting Party-supplied materials and equipment shall be new.
- 8.5.2 The Contracting Party must notify the State 48 hours before delivery of the tower structure; smaller deliveries are excluded from this restriction.
- 8.5.3 The State reserves the right to inspect and test the delivered merchandise and workmanship for compliance with these specifications.
- 8.5.4 Detailed erection drawings furnished by the manufacturer shall be strictly followed during construction and all work shall conform to sound workmanship standards.
- 8.5.5 In final assembly, all bolts and fastenings shall be installed, and the structure shall be plumb, true, square, and level.
- 8.5.6 Surfaces abraded or bared of protective coating shall be painted with Z Cold Galvanizing as manufactured by ITW Devcon, or equivalent zinc-rich paint. Site-applied zinc-rich paint shall likewise be applied over Cadwelded ground conductor connections to the tower members. Touch up may be done by either a spray or brush application.
- 8.5.7 Before this contract is acceptable and complete, the Contracting Party shall clean up and remove from the premises all debris resulting from his work and shall see to it that all items furnished are in good order, clean, and properly installed.

# 8.6 Sub-Contracting Parties

- 8.6.1 Each Contracting Party shall serve as the single prime Contracting Party for all work performed pursuant to any contract resulting from this invitation. That prime Contracting Party shall be responsible for all deliverables referenced in this Invitation. This general requirement notwithstanding, Contracting Parties may enter into sub-Contracting Party arrangements. Contracting Parties may submit an offer in response to this Invitation, which identifies subcontract(s) with others, provided that the prime Contracting Party acknowledges total responsibility for the entire contract.
- 8.6.2 If it becomes necessary for the prime Contracting Party to use sub-Contracting Parties, the State urges the prime Contracting Party to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any sub-Contracting Party used by the prime should be identified to the State Contract Manager.
- 8.6.3 If it becomes necessary for the prime Contracting Party to use sub-Contracting Parties, the State urges the prime Contracting Party to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any sub-Contracting Party used by the prime should be identified to the State Contract Manager.
- 8.6.4 Information required of the prime Contracting Party under the terms of the Invitation is also required for each sub-Contracting Party. Sub-Contracting Parties must agree to be bound by the terms of the contract.
- 8.6.5 If it becomes necessary for the prime Contracting Party to use sub-Contracting Parties, the State urges the prime Contracting Party to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any sub-Contracting Party used by the prime should be identified to the State Contract Manager.
- 8.6.6 Information required of the prime Contracting Party under the terms of the Invitation is also required for each sub-Contracting Party. Sub-Contracting Parties must agree to be bound by the terms of the contract.
- 8.6.7 The Contracting Party shall clearly identify, via an itemized listing, the hierarchy of sub-Contracting Party relationships and responsibilities for the design, supply, installation, and construction of the tower, its foundations, and all other supplied accessories.
- 8.6.8 The sub-Contracting Party listing must contain the full corporate name, address, contact name, and telephone number of each sub-Contracting Party. The sub-Contracting Party list may be amended as the project proceeds, as long as the supplemental information is provided to the State in writing in advance of any work aby an added sub-Contracting Party.
- 8.6.9 The State reserves the right to accept or reject any sub-Contracting Party proposed by the prime Contracting Party at the sole discretion of the State.

# 8.7 Safety

- 8.7.1 The Contracting Party shall provide a documented safety program that fully addresses all applicable requirements specifically including all requirements by the Occupational Safety and Health Administration (OSHA).
- 8.7.2 All Contracting Party employees assigned to work at ULM shall be fully trained and certified in all areas of occupational health and safety that they may encounter while working at ULM. This specifically includes training for working from ladders and scaffolds, working from heights, confined space training, lockout / tag out training, hazard communication and material safety data sheet training, etc.
- 8.7.3 The Contracting Party shall immediately report to ULM contract coordinators any accident, incident, and / or near miss that occurs while working at the State. The report shall include detailed information and an accident investigation to determine the root cause of the accident / incident. A post-accident drug and alcohol test shall be administered at the Contracting Party's cost. The results of that test shall be shared with the State.
- 8.7.4 The Contracting Party shall install warning / caution signs, tape, and all other needed materials to properly barricade work areas to ensure that members of the State community (students, faculty, staff, and visitors) do not inadvertently travel into work areas.
- 8.7.5 All Contracting Party's employees who drive motorized vehicles on ULM property must operate these vehicles in full compliance of all applicable laws, rules, regulations, etc. All employees shall wear seat belts and restraints at all times. Drivers shall be extremely careful at all times, watch out for pedestrians, and drive very conservatively and defensively. Special parking arrangements must be coordinated in advance with the University Police Department.

# 8.8 Contracting Party Employee Requirements:

- 8.8.1 The State reserves the right to require the Contracting Party to remove any employee who fails to comply with safety rules, regulations, etc. or who is otherwise working in an unsafe manner.
- 8.8.2 Contracting Party's employees shall maintain a neat, clean, and professional appearance at all times. A shirt with at least short sleeves shall be worn at all times (no sleeveless, tank tops, etc.). The shirt shall include the name of the employee or alternately the employee may wear an identification badge. The shirt shall be worn tucked inside of the trousers at all times. The employee shall wear long pants / trousers at all times. The pants / trousers shall be free from large tears, holes, rips, etc. The State reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the State requires an employee to be removed for this reason, the Contracting Party shall supply a replacement employee as soon as possible.
- 8.8.3 The State reserves the right to require the Contracting Party to remove any employee from any or all buildings employed under the contract when the State deems it to be in the State's best interest.
- 8.8.4 Contracting Party's employees shall not use common areas of any State facility for breaks, lunch, etc.
- 8.8.5 Contracting Party's employees shall not use the restrooms in State facilities. The Contracting Party shall provide a portable restroom for Contracting Party employee use for the duration of the project.
- 8.8.6 Contracting Party's employees shall not engage in conversations with ULM students, faculty, staff, or visitors at any time, with the exception of ULM employees directly involved in managing this project.
- 8.8.7 Contracting Party's employees shall adhere to the State's tobacco policy. The ULM campus is completely tobacco free. See http://ulm.edu/tobacco/ for more details.

# 8.9 Damages to ULM Facilities

8.9.1 Contracting Party shall be responsible for all damage to the existing site and facilities that is caused by this project. The Contracting Party shall carefully document existing site conditions and existing damages prior to commencing work. The Contracting Party shall repair all damage to its original, undamaged condition prior to completing this project.

# 8.10 Disposal

8.10.1 Contracting Party shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, and permits.

# 8.11 **Performance Requirements**

8.11.1 All equipment and installation services provided under the requirements of this SFO shall be inspected for compliance to the standards of good engineering practice, all Federal, State, Parish, and City regulations and codes, and all building codes and ordinances in effect at the sites delineated in this SFO.

#### LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PRIVATE STRUCTURES

Licensor	Licensee
University of Louisiana System 1201 North Third Street, Suite 7-300 Baton Rouge, LA 70802	New Cingular Wireless PCS, LLC 575 Morosgo Drive Atlanta, GA 30324
Licensor Contact (for notices)	Licensee Contact (for notices)
University of Louisiana System Attn: Finance Department 1201 North Third Street, Suite 7-300 Baton Rouge, LA 70802 225-342-6950	New Cingular Wireless PCS, LLC         Attn: Network Real Estate Administration         575 Morosgo Drive         Atlanta, GA 30324         Re: University of Louisiana System Wireless         Installations Agreement:         With a copy (excluding bills) to:         New Cingular Wireless PCS, LLC         Attn: Network Counsel         208 S. Akard Street         Dallas, Texas, 75202-4206         Re: University of Louisiana Wireless Installations         Agreement:

This License Agreement for Wireless Installations on Private Structures ("Agreement"), between University of Louisiana System ("Licensor") and New Cingular Wireless PCS, LLC", for its own benefit and for the benefit of its Affiliates which participate in this Agreement ("Licensee"), is effective as of the latter of the signature dates below (the "Effective Date").

Licensor owns or controls that certain plot, parcel or tract of land, improved or to be improved with structures, more particularly described as a *[building, chimney stack, pole, other]* (the "Structures") together with all rights and privileges arising in connection therewith, located at the following locations:

#### **Grambling State University**

403 Main Street P. O. Drawer 607 Grambling, LA 71245

#### Louisiana Tech University Post Office Box 3168 Wyly Tower 1620

Ruston, LA 71272-0001

#### McNeese State University P. O. Box 93300 Lake Charles, LA 70609

Nicholls State University Post Office Box 2001 Thibodaux, LA 70310

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JAN 2 9 2019

UNIVERSITY OF LOUISIANA SYSTEM

#### Northwestern State University

Office of the President 310 Sam Sibley Drive, Suite #223 Natchitoches, LA 71497

# Southeastern Louisiana University

Office of the President/SLU Box 10784 Hammond, LA 70402

#### University of Louisiana at Lafayette Office of the President P. O. Drawer 41008 Lafayette, LA 70504

University of Louisiana at Monroe 700 University Avenue Monroe, LA 71209-3000

#### University of New Orleans

2000 Lakeshore Drive, ADA 2000 New Orleans, LA 70148

in the State of Louisiana (collectively, the "Property"). Licensee desires to use a portion of the Property in connection with its wireless communications business. Licensor desires to grant Licensee the right to use the Property in accordance with this Agreement. Each of the nine Universities listed above which may be referred to herein as "University" with respect to Wireless Installations located on its campus,

#### 1. Definitions.

**1.1** "Affiliate" of Licensee means any entity that controls, is controlled by, or is under common control with Licensee.

**1.2 "Connection Space"** means space on or within the Structures or Property, approved by the University, where Licensee's conduits, wires, cables, cable trays and other necessary connections to Licensee's Network, external power supply and telephone service are located.

**1.3 "Equipment Space"** means space on or within the Structures, approved by the University where Licensee shall have the right to install its Wireless Installation.

**1.4 "Emergency"** means a situation in which there is an imminent threat of injury to person or property, or loss of life.

**1.5 "FCC"** means the Federal Communications Commission.

**1.6 "Frequency" or "Frequencies"** means the frequencies for which an Affiliate holds a license or an Affiliate uses to provide wireless telecommunication services and features.

**1.7 "Interference"** means undesired RF energy that can degrade the quality of service on frequencies, which may result in distorted conversations or data transmission or dropped or blocked calls or data transmission each for Licensee or other carriers, or otherwise adversely affects the equipment of Licensee or other carriers.

**1.8 "Modifications"** means any modifications, enhancements, expansions, upgrades or equipment replacements, adjustments, shut-downs, disablements, or other changes to a Wireless Installation or any component thereof.

**1.9** "Network" means the Licensee infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

**1.10** "**Premises**" means the physical location(s), including Equipment Space and Connection Space, approved by the University.

**1.11** "**RF**" means radio frequency.

**1.12 "Transport"** means the public telecommunications infrastructure which permits telecommunications between and among defined Network termination points, which may include compatible IP network or other compatible broadband service.

**1.13** "Wireless Installation" means an antenna system equipment, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee, and all associated equipment, affixed by Licensee to a Structure.

2. Licensee Rights and Responsibilities. In consideration of Licensee's installation of the Wireless Installation, Licensee agrees to annually pay a License Fee of five hundred (\$500) Dollars per small cell node location on the sites approved by the University herein and on any sites added in the future under this Agreement, inclusive of utility and connectivity cost. The first payment will be due within forty-five (45) days after Licensee begins construction on the first small cell node location following execution of the Agreement and each subsequent annual payment will be due on the anniversary of the effective date of this Agreement. Licensee shall install the Wireless Installation at locations approved by the University. Such Installation may include Equipment Space, Connection Space and any additional space necessary to physically support Licensee's Wireless Installation. In addition, Licensee shall pay an application fee of \$1,000 per small cell node, due at such time(s) as approval is sought for installation of each small cell node.

#### 2.1 Installation.

2.1.1 Licensee shall have the right to install connections between Licensee's equipment in the Equipment Space and Licensee's Network and external power, and telephone service. Licensee shall have the right to install, replace, maintain, and remove utility lines, wires, poles, cables, conduits, pipes and other necessary connections on or in the Premises and over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Licensee, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Licensor's Property.

**2.1.2** Licensee shall be solely responsible to obtain any approvals or permits required for the installation, maintenance, repair, replacement, removal and/or operation of its Wireless Installation.

2.1.3 If Licensee's installation requires Licensor to undertake any work to prepare its Property for the installation ("Make Ready Work"), Licensee shall reimburse Licensor for all actual and reasonable costs incurred by Licensor to perform such Make Ready Work.

2.2 Maintenance. Subject to the terms and conditions herein, Licensee shall maintain the Wireless Installation and any Licensee-owned Structures at its expense. Licensor shall maintain any Licensor-owned Structures and cabling and distribution systems to which the Wireless Installation is connected in good condition to the extent necessary to permit the Wireless Installation to function properly.

2.3 Modifications. Subsequent to the original installation of Licensee's Wireless Installation, Licensee may make Modifications to the Wireless Installation, so long as such Modification to a Wireless Installation on a Licensor-owned Structure does not increase the amount of space used, or, where applicable, the loading beyond the initial loading, without obtaining prior written consent of the University. Any Modification that would involve increasing the space used or the loading on a Licensor-owned Structure beyond the mutually agreed upon amount shall require Licensee to notify the University and provide a description and location of proposed wireless installations, and shall be subject to the University's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and in no event beyond ten (10) days.

2.4 Additional Wireless Installations. If Licensee desires to place additional Wireless Installations on the Property, Licensee shall notify the University by providing the description and location of proposed wireless installations. If approved by the University, Licensee may proceed with the Wireless Installation subject to the terms and conditions in this Agreement. The University will approve or deny a request for additional Wireless Installations no later than ninety (90) days after Licensee's submission of the description and location of proposed wireless installations and approval shall not be unreasonably denied, withheld or conditioned.

**2.5 Poles.** To the extent the Premises include one or more poles, Licensee shall be permitted to attach its Wireless Installation to any pole so long as the pole is able to structurally support the Wireless Installation, with the approval of the University in the case of Licensor-owned poles. To the extent a pole cannot support the Wireless Installation, Licensee may, at its discretion, replace the pole with a stronger or taller pole with the approval of the University; however, the pole will remain the property of the party who owned the replaced pole. When pole replacements, or other actions are required due to an Emergency, Licensor or the University shall notify Licensee as soon as practicable, but in no event later than twenty-four (24) hours after the Emergency, identifying the specific nature of the Emergency and which pole(s) are affected, and providing an update on status of impact as reasonably required.

2.6 Monitoring. Licensee has the right to monitor the operation of the Wireless Installation 24 hours per day, 7 days per week. If Interference to the Network, transmission facilities or other equipment is discovered, Licensee shall determine the cause of such Interference and at its option, may disable or shut down such Wireless Installation until Licensee is able to determine and eliminate the cause of the Interference.

2.7 Use of Third Parties. Licensee may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a Wireless Installation under this Agreement using Affiliates and/or third party subcontractors.

2.8 RF Emissions. Licensee is solely responsible for the RF emissions emitted by its equipment. Licensee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the FCC. To the extent required by FCC rules, Licensee shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions.

2.9 Removal of Wireless Installation by Licensee. Notwithstanding any other provision, Licensee may remove one or more Wireless Installation(s) at any time and for any reason. Upon removal of one or more Wireless Installations pursuant to this or any section of this Agreement, Licensee shall restore the Premises substantially to its prior condition, normal wear and tear excepted.

# 3. Licensor Rights and Responsibilities.

**3.1** Licensor shall obtain prior to installation on site approved by the University, at no cost to Licensee, all required real property approvals and consents from any applicable parties, including by not limited to lenders and landlords, which shall allow Licensee to obtain all required governmental approvals and permits to install, maintain, repair, replace, remove and/or operate the Wireless Installation on the Premises, as required by Section 2.1.2.

3.2 Licensor may in its reasonable discretion make available to Licensee, at Licensee's request and at no additional cost to Licensee, any available conduit, holes (including without limitation any roof
penetrations), wire ways, wiring, fiber, plans, electrical lines and other utility pathways and other items reasonably required to allow Licensee to install, repair, maintain, replace, remove, make Modifications to, and/or operate the Wireless Installation, provided such facilities are available. Moreover, Licensor shall reasonably cooperate with Licensee with the provision of such within a reasonable time. If such facilities are not available, Licensee may install them at its own expense.

**3.3** Licensor shall provide to Licensee, as part of the annual License Fee referenced in Section 2, space in Premises that is sufficient and in such a condition that will allow Licensee to install, repair, maintain, replace, remove, make Modifications to (subject to Section 2.3 above), and/or operate the Wireless Installation

**3.4** Licensor shall provide, as part of the annual License Fee referenced in Section 2, all electricity and any other utilities used or consumed by Licensee.

**3.5** Licensor shall not allow any other wireless carrier to use the Wireless Installation or any component thereof.

4. Transport. Licensor understands and agrees the Wireless Installation requires connectivity to the Network via compatible Transport. Licensor shall fully cooperate with any Transport provider requesting an easement, license, or right-of-way over, under and across the Property in order to provide service to Licensee as Licensee may require. Licensee shall be responsible for ordering and payment of Transport services used for its Wireless Installation from the main point of termination on the Property to the corresponding Premises.

5. Ownership. Licensor does not have, and shall not acquire through this Agreement, any proprietary or ownership rights or interest in the Wireless Installation, the Network, or related components. The Wireless Installation, and all corresponding components, are and shall remain the property of Licensee, and Licensee shall have the right to install, operate, maintain and remove the Wireless Installation in its sole discretion at Licensee's expense. Licensee has no proprietary or ownership rights in the Premises or Licensor's facilities, including Licensor-owned cabling and distribution systems if used as part of a Wireless Installation. Licensee shall maintain sole control over any transmitting device that operates within Licensee's assigned Frequencies.

6. Hazardous Materials. Licensor represents and warrants that the Premises at which Licensee installs and maintains a Wireless Installation is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety. Licensor shall comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste, and, warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities. If Licensee discovers, uncovers, disturbs or otherwise reveals any existing Hazardous Materials within the Premises, including but not limited to asbestos, then it must immediately stop any work in progress and report such findings to Licensor. If Licensor has not commenced and diligently pursued corrective action to remediate such Hazardous Materials within thirty (30) days after Licensee's discovery then Licensee may remove its Wireless Installation(s) from the affected Premises. Licensee is hereby released and indemnified from any responsibility for managing, monitoring or abating, and will not be deemed to have ownership of Hazardous Materials, including asbestos, pre-existing within the Premises. Licensee has no obligation to perform work at the Premises that is not in a suitable and safe working environment in Licensee's sole discretion. Licensee does not handle, remove or dispose of Hazardous Materials. Licensee shall not be liable for any Hazardous Materials not brought onto the Property by Licensee.

7. Term. This Agreement begins on the Effective Date and continues for ten (10) (the "Initial Term"). After the Initial Term, this Agreement may be renewed for an additional five (5) year period (the "Renewal Term") upon approval of both Parties. Notwithstanding the foregoing, if an additional Wireless Installation is approved as provided for in Section 2.4, the Term of this Agreement for purposes of that additional

Wireless Installation shall commence on the date of approval of that Wireless Installation and continue for an Initial Term of ten (10) years and be eligible for renewal as set forth above. The annual License Fee for that Wireless Installation shall be as set forth in Section 2.

# 8. Insurance.

8.1 Licensee shall maintain:

**8.1.1** Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent.

**8.1.2** Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate. Licensee may meet this requirement by any combination of primary and umbrella/excess insurance.

**8.1.3.** Upon request, Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder. Licensor shall be included as an additional insured in such policies. Licensee shall also carry insurance that shall protect it from claims under any Worker's Compensation Law that may be applicable as a result of work performed pursuant to this Agreement. All insurance required shall remain in force until Licensee's facilities have been removed from the Structures upon which any Wireless Installations are attached.

**8.2** Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection 8.1. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

**8.2.1** Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

8.2.2 Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Licensee if the settlement would impose any financial or non-financial obligation or liability on Licensee;

8.2.3 Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

9. Default. If either Party fails to perform or observe any material term or condition of this Agreement within sixty (60) days after receipt of notice of such failure from the other Party, then such Party shall be in default of the Agreement ("Default"). No such failure, however, shall be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

# 10. Termination; Remedies.

**10.1 Termination by Either Party.** If either Party shall Default and such Default is not cured as provided in Section 9 above, then the Party not in Default may terminate this Agreement upon ninety (90) days' notice and exercise any and all other remedies available at law or in equity. Within such ninety (90) day period, Licensee shall remove all of its Wireless Installation(s).

**10.2** Termination by Licensee. Licensee may immediately terminate this Agreement with respect to one or more locations where its Wireless Installations are installed by removing its Wireless Installations from such location or locations and providing notice to Licensor. If Licensee removes its Wireless

Installations from all the locations where they are installed, then Licensee may immediately terminate this entire Agreement upon providing notice to Licensor.

**10.3 Refund of Licensee Fees.** Upon removal of one or more Wireless Installations under this or any section of this Agreement, Licensee shall be entitled to a refund of any Licensee Fees paid for any period after notice of removal has been provided to Licensor, or, in the case of Termination of the Agreement, after the date of Termination.

11. Access. Licensee and its employees, agents, and subcontractors, shall have, at no additional charge, twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, including the Wireless Installation and the Premises, from an open and improved public road to the Premises, for the installation, operation, maintenance, repair, removal, or Modification of the Wireless Installation and any utilities serving the Premises. When accessing the Premises, Licensee may be subject to Licensor's reasonable security procedures and protocol. Licensor grants to Licensee such Access and shall provide to Licensee such codes, keys and other instruments necessary for such access at no additional cost to Licensee. Upon Licensee's request, Licensor shall execute a separate recordable easement evidencing the rights herein. Licensor shall execute a Memorandum of Agreement letter granting Licensee Access to the Property; upon Licensee's request, Licensor shall execute additional letters during the Term. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 11, such failure shall be a default under this Agreement.

### 12. Indemnification.

**12.1** Licensee shall indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising directly from the installation, use, maintenance, repair or removal of the Wireless Installation or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

**12.2** Licensor shall indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising directly from the actions or failure to act of Licensor, its employees or agents, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

## 13. Limitations of Liability. ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

14. **Memorandum of Agreement.** Contemporaneously with the execution of this Agreement, the parties shall execute a recordable Memorandum of Agreement. Either party may record this Memorandum of Agreement at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party shall, at any time upon fifteen (15) business days' prior notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement.

### 15. Miscellaneous.

**15.1 Dispute Resolution**. As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper

management escalation and non-binding mediation. Either Party may give the other Party notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

**15.2** Notices. All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed to have been duly made and received when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to the Parties' addresses set forth on the cover page. Each Party may change its address on thirty (30) days' notice.

#### Contact Number for day to day operations:

Licensor:	225-342-6950
Licensee:	800-638-2822

**15.3** Applicable Law. Both Parties shall comply with all applicable laws and regulations. The laws of the State where the Premises are located shall govern this Agreement.

**15.4 Change of Law.** In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Licensee's attachments on Licensor's Structures, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the Parties are unable to agree upon new terms within 90 days after Notice, then the rates contained in the New Law shall apply from the 90<sup>th</sup> day forward until the negotiations are completed, or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the proceeding, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

**15.5** Assignment. Neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights and obligations to an Affiliate without consent upon 30 days' notice.

**15.6** Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

**15.7** Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

**15.8 Waiver.** The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

**15.9** Binding on Heirs. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**15.10 Execution in Counterparts.** This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

**15.11** Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this Agreement shall be binding unless made in writing signed by both Parties. Furthermore, no writing shall be considered to be a change, modification or waiver of this Agreement unless such writing is expressly identified as a change, modification or waiver with specific reference to the provision(s) of this Agreement to be changed modified or waived.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be Effective as of the last date written below.

#### LICENSOR

University of Louisiana System B∳ Print Name: James B. Henderson

Its: President & CEO

1-23-19 Date:

#### LICENSEE

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager By: eman Name CAF ana Title: Date:

# MEMORANDUM OF AGREEMENT

Prepared by:

James B. Henderson

University of Louisiana System

1201 North Third Street, Suite 7-300

Baton Rouge, LA 70802

Re: 1201 North Third Street, Suite 7-300 Baton Rouge, LA 70802/ Wireless Installations Agreement: University of Louisiana System

State: Louisiana

County: East Baton Rouge

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 23 day of January, 2019, by and between University of Louisiana System, a public university system, having a mailing address of 1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a certain License Agreement for Wireless Installations on Private Structures ("Agreement") on the <u>23</u> day of January, 2019, for the purpose of installing, operating and maintaining a communications facility and other improvements.

2. The initial license term shall be ten (10) years commencing on the Effective Date of the Agreement, with successive five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are small cell node location on the sites approved by the University herein and on any sites added in the future under this Agreement, inclusive of utility and connectivity cost.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

# LICENSOR

University of Louisiana System B١ Print Name: James B. Henderson

Its: President & CEO

Date: 1-23-19

# LICENSEE

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager By: 🤶 Coleman R an Print Name: n CFE eter ٢ thea Its: Date:

# [ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

## LICENSEE ACKNOWLEDGMENT

STATE OF labana ) ss: COUNTY OF Se fferon

On the <u>A4</u> day of January, 2019, before me personally appeared <u>Bryan</u> <u>Colonan</u>, and acknowledged under oath that he/she is the <u>Arca Manager</u> of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensee.

porty li 4 Notary Public:

My Commission Expires:



LICENSOR ACKNOWLEDGMENT

10.20.2020

INDIVIDUAL ACKNOWLEDGMENT

STATE OF LOUISIANA )

) ss: PARISH OF EAST BATON ROUGE)

BE IT REMEMBERED, that on this <u>23</u> day of January, 2019 before me, the subscriber, a person authorized to take oaths in the State of Louisiana, personally appeared <u>James B. Henderson</u> who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: laprice lugant La. Bar Roll # 23794

My Commission Expires:

at death



Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177 Aeronautical Study No. 2021-ASW-13979-OE Prior Study No. 2020-ASW-8739-OE

Issued Date: 01/03/2022

Jay Curtis University of Louisiana at Monroe 700 University Avenue Sandel Hall 319 Monroe, LA 71209

# **\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower ULM Bon Aire Drive Tower		
Location:	Monroe, LA		
Latitude:	32-32-05.68N NAD 83		
Longitude:	92-04-08.67W		
Heights:	78 feet site elevation (SE)		
-	220 feet above ground level (AGL)		
	298 feet above mean sea level (AMSL)		

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

\_\_X\_\_ At least 10 days prior to start of construction (7460-2, Part 1) \_\_X\_\_ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 07/03/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before February 02, 2022. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on February 12, 2022 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone - 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

This determination cancels and supersedes prior determinations issued for this structure.

If we can be of further assistance, please contact Chris Smith, at (817) 222-5928, or chris.smith@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ASW-13979-OE.

(DNH)

**Signature Control No: 494769630-506336956** Mike Helvey Manager, Obstruction Evaluation Group

Attachment(s) Additional Information Frequency Data Map(s)

cc: FCC

Page 3 of 8

# Additional information for ASN 2021-ASW-13979-OE

Abbreviations AGL - Above Ground Level AMSL - Above Mean Sea Level CAT - Category CFR - Code of Federal Regulations GPS - Global Positioning System ILS - Instrument Landing System LOC - Localizer MDA - Minimum Descent Altitude NEH - No Effect Height nm - nautical mile RNAV - Area Navigation RWY - Runway TPA - Traffic Pattern Airspace VOR - Very High Frequency Omni Directional Range

Part 77 - Title 14 CFR Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace

Our study has disclosed that this proposed tower, located approximately 2.22 nm northwest, is within the protected surfaces at MONROE RGNL Airport (MLU), LA. At the proposed height, this structure will penetrate these protected airport surfaces at MLU:

> 77.17 (a)(2) A height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 nautical miles of the established reference point of an airport with its longest runway more than 3,200 feet in actual length, and that height increases in the proportion of 100 feet for each additional nautical mile from the airport up to a maximum of 499 feet.

Exceeds by 19 feet.

> 77.17 (a)(3) A height within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area, which would result in the vertical distance between any point on the object and an established minimum instrument flight altitude within that area or segment to be less than the required obstacle clearance.

At 298 AMSL 1A, Monroe Rgnl (MLU), Monroe, LA. ILS or LOC RWY 4, ILS or LOC RWY 22, RNAV (GPS) RWY 4, RNAV (GPS) RWY 22, RNAV (GPS) RWY 32, VOR RWY 22, and VOR RWY 32, increase Circling MDA CAT B from 580 to 600, NEH 280 AMSL.

Exceeds by 18 feet.

> 77.17 (a)(5) The surface of a takeoff and landing area of an airport or any imaginary surface established under 77.19, 77.21, or 77.23.

77.19 (b) Conical surface. A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.

Exceeds by 40 feet.

>The structure would lie within the TPA climb and descent area for RWY 14/32 for CAT C/D/E aircraft. The structure would lie within the TPA level flight area for RWY 04/22 for CAT C/D/E aircraft.

\*Note: Aircraft categories are based on approach speed, CAT A = less than 91 knots, CAT B = 91- 120 knots, CAT C = 121-140 knots, CAT D = 141-165 knots, CAT E 165 + knots.

The proposal was circularized on November 12, 2021 to all known aviation interests and to non-aeronautical interests that may be affected by the proposal. No letters of objection were received.

# AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

> Aeronautical study disclosed that the proposed structure would have an adverse effect as stated above on CAT B Circling MDA all procedures; however, no information was received to indicate that these changes would affect a significant number of aircraft operations. The proposed structure will have no effect on any other existing or proposed arrival, departure, or en route IFR operation or procedure.

# AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

The latest MLU Airport Master Plan, dated December 31, 2020, indicates that MLU has approximately 26,440 operations per year, although no specific information is available as to the number of operations per category of aircraft. The Airport Master Plan identifies that the following are based at MLU: 39 single engine aircraft, 10 multi engine aircraft, 3 jets and 1 helicopter. The tower would be located within portions of the TPA. Aircraft at normal TPA altitudes and standard rates of descent would have reasonable clearance above this proposal. Therefore, the proposed structure would not have a substantial adverse effect on VFR operations at MLU or any other known public use or military airports. At 220 feet AGL, the proposed structure would not have a substantial adverse effect on VFR operations at MLU or as ubstantial adverse effect on VFR en route flight operations.

> The proposed structure will be appropriately obstruction marked/lighted to make it more conspicuous to airmen should circumnavigation be necessary.

The cumulative impact of the proposed structure, when combined with other proposed and existing structures is not considered significant. Study did not disclose any significant adverse effect on existing or proposed publicuse or military airports or navigational facilities. Nor would the proposal affect the capacity of any known existing or planned public-use or military airport.

Therefore, it is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on any air navigation facility and would not be a hazard to air navigation provided the conditions set forth in this determination are met.

# Frequency Data for ASN 2021-ASW-13979-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
91.1	91.1	MHz	3000	W
946	946	MHz	50.3	dBm
946.875	947.125	MHz	49.5	dBm
950	950	MHz	44.7	dBm

# TOPO Map for ASN 2021-ASW-13979-OE





# BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

# FACILITIES PLANNING COMMITTEE

# February 17, 2022

# Item H.10. University of New Orleans' request for approval to name the Kirschman Hall Lecture Room 137, the "Thomas M. and Constance P. Kitchen Lecture Hall."

## **EXECUTIVE SUMMARY**

The University wishes to name the Kirschman Hall Lecture Room 137, the "*Thomas M.* and Constance P. Kitchen Lecture Hall" in recognition of their significant economic, financial, and charitable contributions to the State of Louisiana, the City of New Orleans, and the University of New Orleans. Thomas M. Kitchen is a civic volunteer and retired corporate executive. He is the former President and Chief Executive Officer of Stewart Enterprises, Inc. Prior to joining Stewart Enterprises, Mr. Kitchen spent 25 years with Avondale Industries, Inc., one the nation's largest shipbuilders at the time. During his tenure, he served in various roles as chief financial officer, president, and board member.

Mr. Kitchen has been a member of the Financial Executive Institute, the American Society of Certified Public Accountants, and the Louisiana Society of Certified Public Accountants. He has served as a board member of the New Orleans Business Council, the Jefferson Parish Business Council, the United Way, and the Jesuit High School President's Advisory Council. He has also served on the Boys Hope and Girls Hope of New Orleans and the Catholic Foundation.

At the University of New Orleans, he has served on the Board of Directors of both the University of New Orleans Foundation and the University of New Orleans Research & Technology Foundation, and on the College of Business Administration's Board of Advisors. In 1997, he was named the Homer L. Hitt Distinguished Alumnus of the Year and in 2018 he was inducted into the inaugural class of the University's Hall of Distinction. He recently served on the Board of Supervisors for the University of Louisiana System.

Mr. Kitchen earned his Bachelor of Science Degree in Accounting in 1969 and his Master of Business Administration in 1971, both from the University of New Orleans.

#### RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to name the Kirschman Hall Lecture Room 137, the "Thomas M. and Constance P. Kitchen Lecture Hall."



H.10.

OFFICE OF THE PRESIDENT

January 14, 2022

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

Re: Thomas M. and Constance P. Kitchen Lecture Hall

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for naming of the University of New Orleans' Kirschman Hall Lecture Hall Room 137 as the *Thomas M. and Constance P. Kitchen Lecture Hall* be submitted to the University of Louisiana System Board of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter.

Sincerely,

John W. Nicklow, PhD President

> 2000 Administration Annex | 2000 Lakeshore Drive | New Orleans, Louisiana 70148 phone 504.280.6201 | fax 504.280.6872

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

Date: January 14, 2022

Re: Thomas M. and Constance P. Kitchen Lecture Hall

The University of New Orleans requests that the lecture hall in the College of Business Administration's Kirschman Hall be dedicated as the *Thomas M. and Constance P. Kitchen Lecture Hall* in recognition of Thomas M. and Constance P. Kitchen's significant economic, financial and charitable contributions to the State of Louisiana, the City of New Orleans and The University of New Orleans.

Thomas M. Kitchen is a civic volunteer and retired corporate executive. He is the former President and Chief Executive Officer of Stewart Enterprises Inc. Prior to joining Stewart Enterprises, Inc., Kitchen spent 25 years with Avondale Industries, Inc., one the nation's largest shipbuilders at the time. During his tenure he served in various roles as chief financial officer, president and board member.

Tom Kitchen has been a member of Financial Executive Institute, the American Society of Certified Public Accountants, and the Louisiana Society of Certified Public Accountants. He has served as a board member of the New Orleans Business Council, the Jefferson Parish Business Council, the United Way and the Jesuit High School President's Advisory Council. He has also served the Boys Hope and Girls Hope of New Orleans and the Catholic Foundation.

At the University of New Orleans, he has served on the Board of Directors of both the University of New Orleans Foundation and the University of New Orleans Research & Technology Foundation, and on the College of Business Administration's Board of Advisors. In 1997, he was named the Homer L. Hitt Distinguished Alumnus of the Year and in 2018 he was inducted into the inaugural class of the University's Hall of Distinction. Tom recently served on the Board of Supervisors for the University of Louisiana System.

Thomas Kitchen earned his Bachelor of Science Degree in Accounting in 1969 and his Master of Business Administration in 1971, both from The University of New Orleans.

He is married to Constance "Connie" Perelli. Connie earned her Bachelor of Arts from The University of New Orleans College of Education in 1970.

# 2. Budget Note

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

# 3. Related Documents

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