

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

Item I.1. Grambling State University's request for approval to name the foyer in the Charles P. Adams Building the "Dr. Lamore J. Carter Foyer."

EXECUTIVE SUMMARY

The University is requesting approval to name the foyer in the Charles P. Adams Building the "*Dr. Lamore J. Carter Foyer.*"

The University wishes to recognize the legacy, achievements, and philanthropic efforts of Dr. Lamore J. Carter. Dr. Carter, the renowned Grambling State University Provost and Vice President Emeritus for Academic Affairs, was named "Grambling's Academic Icon" by Grambling State University's former president, the late Dr. Joseph B. Johnson.

Dr. Carter led the mechanics of Grambling State University's involvement in the consent decree which is described as the most significant event for the future of Grambling State University. The consent decree indicated the end of formal negotiations between the Justice Department and the State of Louisiana regarding the desegregation of higher education and secured a settlement that provided tens of millions of dollars for Grambling State University. It also provided legal protection in terms of programs and facilities the University has been unable to acquire. As such, Dr. Carter used his visionary and academic prowess to develop the nursing program, a doctoral program in developmental education, a master's in criminal justice, an MBA program, a master's in international business, a first-class computer science program, and other academic programs that are still contributing to the University's success to date. Dr. Carter's contributions to Grambling State University have proved to be incalculable and his leadership has left an indelible mark on the academic experience at Grambling State University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval to name the foyer in the Charles P. Adams Building the "*Dr. Lamore J. Carter Foyer.*"



I.1.

Office of the President

August 1, 2024

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

**SUBJECT: REQUEST FOR APPROVAL TO NAME THE FOYER IN THE CHARLES
P. ADAMS BUILDING THE “DR. LAMORE J. CARTER FOYER.”**

Grambling State University respectfully requests approval to name the foyer in the Charles P. Adams building the “*Dr. Lamore J. Carter Foyer.*” The university wishes to recognize the legacy, achievements, and philanthropic efforts of Dr. Carter.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Dr. Martin Lemelle, Jr.
President

ML:kds

Attachment

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

- Item I.2.** Grambling State University's request for approval to extend the Ground Lease/Lease Back Agreement with the Grambling University Foundation for the purpose of continuing improvements, replacing the scoreboards, and making additional technology improvements for the Eddie Robinson Memorial Stadium football field, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

Grambling State University's scoreboards are in dire need of repairs and replacement, and other improvements are needed at the Eddie Robinson Memorial Stadium football field. The University Foundation has secured a line of credit to complete the project. To carry out the project, the Board on behalf of Grambling has already leased the land to the Grambling University Foundation. The Foundation will provide the funds to complete the project. The Foundation will make payments from the annual Coca-Cola United capital improvement contributions, sponsorships, and secured donations totaling approximately \$2 million. Once the project is complete and fully paid, the lease will terminate.

Grambling State University requests permission to extend the land lease/lease back with the Grambling State University Foundation for the purpose described above.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request to extend the Ground Lease/Lease Back Agreement with the Grambling University Foundation for the purpose of continuing improvements, replacing the scoreboards, and making additional technology improvements for the Eddie Robinson Memorial Stadium football field, pursuant to La. R.S. 17:3361.

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

Executive Summary

August 22, 2024

Page 2

***BE IT FURTHER RESOLVED,** that the President of Grambling State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Ground Lease/Lease Back Agreement.*

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



Office of the President

August 13, 2024

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

**SUBJECT: REQUEST FOR APPROVAL TO EXTEND THE GROUND LEASE/LEASE
BACK AGREEMENT WITH GRAMBLING UNIVERSITY FOUNDATION FOR
CONTINUED IMPROVEMENTS TO THE EDDIE ROBINSON FOOTBALL STADIUM**

Grambling State University is requesting approval to extend the Ground Lease/Lease Back Agreement with the Grambling University Foundation for the purpose of continuing improvements, replacing the score boards, and making additional technology improvements for the Eddie Robinson Memorial Stadium football field, pursuant to La. R.S. 17:3361.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Martin Lemelle, Jr.".

Martin Lemelle, Jr., DBA
President

ML:kds

FORM OF MEMORANDUM OF
AGREEMENT TO EXTEND THE LEASE WITH
OPTION TO PURCHASE

STATE OF LOUISIANA §
 § KNOW ALL MEN BY THESE
PARISH OF LINCOLN § PRESENTS:

MEMORANDUM OF
LEASE

This Memorandum of Lease (this “*Memorandum*”) is entered into by and between Grambling State University Foundation (the “*Lessor*”) and the Board of Supervisors for the University of Louisiana System (the “*Lessee*”).

RECITALS

A. Lessor and Lessee have entered into an Agreement to Lease with Option to Purchase dated as of May __, 2017 (the “*Lease*”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, _____ described and incorporated herein (the “*Facilities*”).

B. Lessor and Lessee desire to enter extend this Memorandum, which is to be recorded in order that third parties may have notice of the parties’ rights under the Lease.

LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Lease:

1. The term of the Lease commenced in May, 2017 and shall continue until midnight on June 30, 2030, unless sooner terminated or extended as provided in the Lease.
2. Lessor has the right under the Lease to purchase Lessee’s leasehold interest in the Facilities at any time during the term of the Lease in accordance with the provisions thereof.
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:

Lessor: Grambling University Foundation
P.O. Box 587
Grambling, LA 71245
ATTN: Chairman

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

Grambling State University
Martin Lemelle, Jr., President
Grambling, University
Grambling, LA 71245

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND PASSED on the ____ day of _____, 2024, in Grambling, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Janet Barnes, Chairman, Grambling State University Foundation and me, Notary.

WITNESSES:

GRAMBLIN STATE UNIVERSITY
FOUNDATION

By: _____
Janet Barnes, Chairman

NOTARY PUBLIC

Print Name: _____
Notary ID # _____
My Commission is for Life

THUS DONE AND PASSED on the ____ day of _____, 2024, in Grambling, Louisiana in the presence of the undersigned competent witnesses, who herewith sign their names with Martin Lemelle, Jr., President of Grambling State University and Board Representative, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA
SYSTEM

By: _____
Martin Lemelle, Jr., President
Grambling State University

NOTARY PUBLIC

Print Name:
Notary ID #
My Commission expires:

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

Item I.3. Louisiana Tech University's request to amend the Cooperative Endeavor and Lease with the City of Ruston for the site at the Ruston Municipal Airport where the Louisiana Tech University Flight Operations Center is located.

EXECUTIVE SUMMARY

The City of Ruston has recently received a Federal Grant to construct a 10-Unit T-Hanger with associated taxi lane pavement with additional tie-downs. This construction will benefit the airport in that it will allow increased traffic and use. Louisiana Tech University provides flight instruction and other educational activities through the Department of Professional Aviation. The University owns 13 aircraft that are based at the airport secured at multiple locations.

Louisiana Tech will benefit from access to additional tie-downs. In order to construct the new improvements, the area currently leased to the University will need to be reduced from 87,050 square feet to 59,581 square feet. The requested amendment will reduce the area leased and the annual lease payment. The past year lease expense to the University is \$6,119.57 to be adjusted for changes in the Consumer Price Index and reduction of area to \$4,313.66 per year.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to amend the Cooperative Endeavor and Lease with the City of Ruston for the site at the Ruston Municipal Airport where the Louisiana Tech University Flight Operations Center is located.*

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

***BE IT FURTHER RESOLVED,** that the President of Louisiana Tech University and his or her designee are hereby designated and authorized to execute any and all documents associated with this amendment.*

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



LOUISIANA TECH UNIVERSITY

Office of the President

July 26, 2024

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

The City of Ruston operates the public airport in Ruston Louisiana. A significant portion of airport development and construction is funded with Federal funds.

Louisiana Tech University provides flight instruction and other educational activities through the Department of Professional Aviation. The University owns 13 aircraft that are based at the airport secured at multiple locations.

It is mutually beneficial to the Ruston Municipal Airport, the Federal Aviation Administration and to Louisiana Tech University for the University to have flight training facilities on the Airport property adjacent to the taxiway and runways.

Under Federal regulations, ownership of the land at the airport cannot be held by entities other than the City of Ruston. In 1998 the City of Ruston and Louisiana Tech entered a Cooperative Endeavor Agreement and lease to facilitate the University constructing a 16,575 square foot Flight Operations Center.

The initial term of the land lease of expires in 2060 and identifies 87,050 square feet for use by the University. The past year lease expense to the University is \$6,119.57 to be adjusted for changes in the Consumer Price Index.

The City of Ruston has recently received a Federal Grant to construct a 10 Unit T-Hanger with associated taxi lane pavement with additional tie-downs. This construction will benefit the airport in that it will allow increase traffic and use. Louisiana Tech will benefit from access to additional tie-downs.

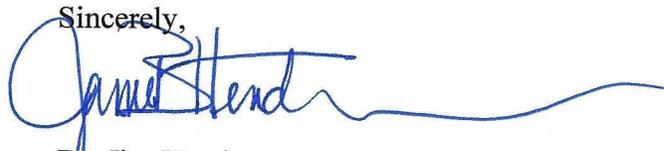
To accommodate the construction, the City has requested that the University release 27,469 of unutilized land described in the lease. The amount of the lease will be reduced by the percentage of land released to the City of Ruston.

Pending approval and execution of a CEA and lease amendments, the City of Ruston should be able to begin construction before 2025.

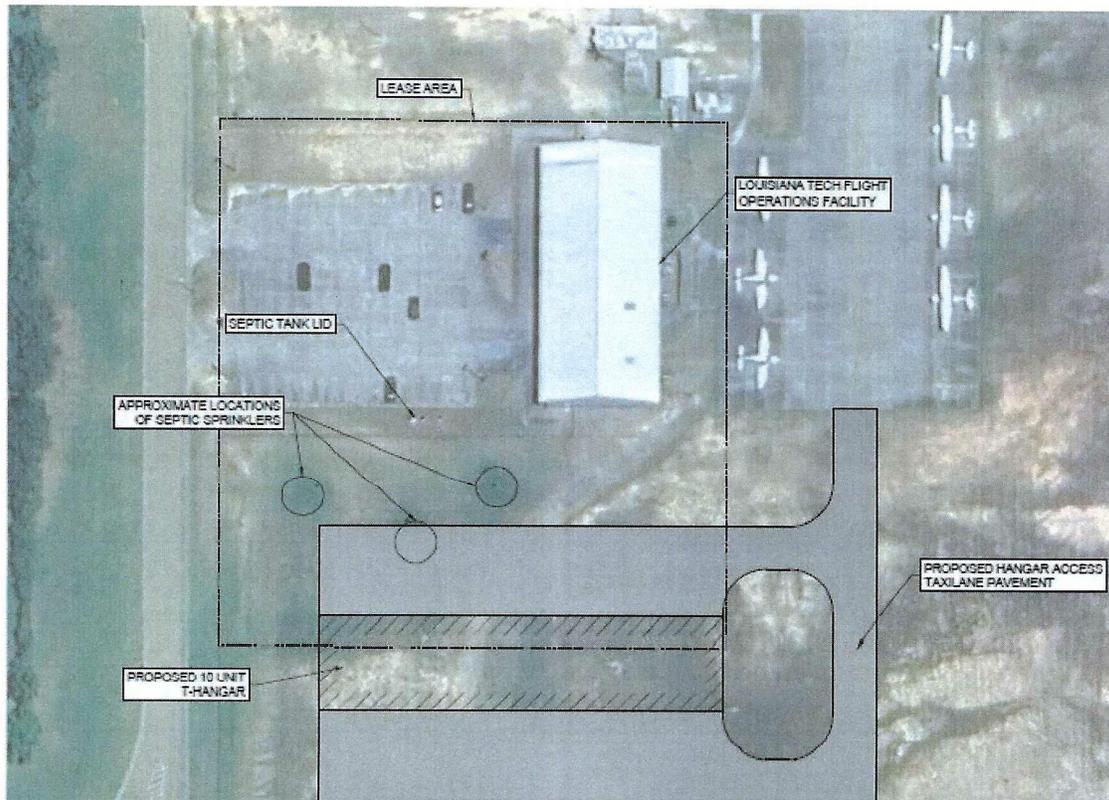
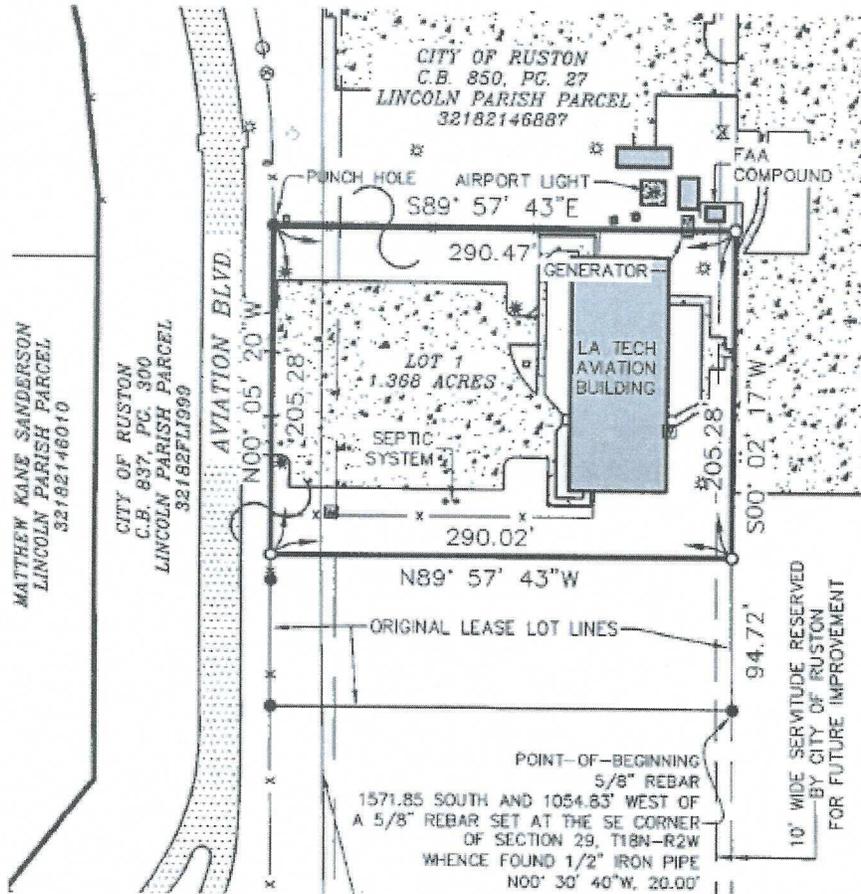
Subject to review and approval of final documents by System Staff and Legal Counsel Louisiana Tech University requests authorization to execute an amendment to the lease and Cooperative Endeavor Agreement to reduce the land leased from 87,050 square feet to 59,581 square feet with a prorated reduction in lease cost.

Louisiana Tech request permission to seek additional approvals necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Henderson", with a long, wavy horizontal line extending to the right.

Dr. Jim Henderson
President



**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR
AND LEASE FOR AIRPORT PROPERTY**

This Second Amendment to Cooperative Endeavor and Lease for Airport Property (the or this "Second Amendment to CE / Lease") is entered into by and between:

CITY OF RUSTON, LOUISIANA (the "City"), a municipal corporation of the State of Louisiana, whose address is Post Office Box 2069, Ruston, Louisiana 71273, appearing herein by and through Ronny Walker, its duly authorized Mayor, and

LOUISIANA TECH UNIVERSITY (the "University"), whose mailing address is Post Office Box 3168, Wylly Tower 1620, Ruston, Louisiana 71272, appearing herein by and through Dr. James B. Henderson, its duly authorized President,

who have agreed as follows:

WHEREAS, the City and the University entered into a Cooperative Endeavor and Lease for Airport Property (the "CE / Lease"), executed by the City on July 1, 1998 and executed by the University on July 2, 1998, which provided for the lease of property at the Ruston Regional Airport by the City to the University.

WHEREAS, the property leased by the City to the University in the CE / Lease is referred to in Article IIA of the CE / Lease and described as follows (the "Leased Premises"):

That certain lot of land referred to as Lot No. One of the Ruston Regional Airport and situated in the Northeast one

quarter of Section 32, Township 18 North – Range 2 West, Lincoln Parish, Louisiana, Land District North of Red River, Louisiana Coordinate System North Zone being more particularly described as follows:

Commencing at the corner common to Sections 32, 29, 28, and 33, Township 18 North – Range 2 West as monumented with a 5/8" rebar reset per plat of survey dated 03/12/93 by Desmond C. Sprawls, P.L.S., and run thence South, for a distance of 1571.85 feet to a point; thence West, for a distance of 1054.83 feet or to a 5/8" rebar set, and with this as the Southeast corner and POINT-OF-BEGINNING herein described Lot. No One, run N 89°57'43" W along a line perpendicular to the monumented centerline of the airstrip runway, for a distance of 290.16 feet or to a 5/8" rebar set in an existing cyclone fence; thence N 00°10'16" E along said fence, for a distance of 77.72 feet or to a 5/8" rebar set; thence N 00°05'20" W along said fence, for a distance of 222.28 feet to a point; thence S 89°57'43" E along a line perpendicular to aforementioned airstrip centerline, for a distance of 0.16 feet or to a 5/8" rebar set; thence continue S 89°57'43" E along said perpendicular line, for a distance of 290.31 feet or to a 5/8" rebar set; thence S 00°02'17" W along a line parallel with said airstrip centerline, for a distance of 300.00 feet to the POINT-OF-BEGINNING, containing 87,050 square feet (1.998 acres), more or less, and being subject to any and all encumbrances thereon and/or of record and especially the two servitudes reserved by the City of Ruston for any future improvements, with the first being a servitude 10.00 feet in width over, across, and adjacent to the entire East side of the above described lot, and the second being a servitude 15 feet in width over, across, and adjacent to the entire West side of said lot.

The description above is prepared based on that certain plat of boundary survey for City of Ruston (Riley Co. of La., Inc – Proj. 253), dated 07\10\95 with revision 02\27\96 by Frank W. Miller, P.L.S.

WHEREAS, the City and the University entered into an Amendment to Cooperative Endeavor and Lease for Airport Property (the "First Amendment to CE / Lease") executed by the City on November 22, 2000, and executed by the University on December 6, 2000,

which amended the primary term of the CE / Lease referred to in Article VI thereof to a period of sixty (60) years beginning November 6, 2000 and terminating November 5, 2060.

WHEREAS, the City and the University desire to amend the description of the Leased Premises in the CE / Lease to reduce the area of the Leased Premises.

WHEREAS, the annual rental required to be paid by the University to the City for the CE / Lease referred to in Article VI(A) of the CE / Lease is the amount of Three Thousand Four Hundred Eighty-Two and 00/100 Dollars (\$3,482.00) based on the use by the University of Eighty-Seven Thousand Fifty (87,050) square foot of land at four (\$.04) cents per square foot per year, which annual rental is subject to adjustment by the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U / All Items"). Based on the annual rental adjustments per the CPI-U/All Items since the commencement of the CE/Lease, the annual rental for the period ending June 30, 2024 was \$6,119.57.

WHEREAS, in view of the reduction on the area of the Leased Premises, the City and the University also desire to reduce the annual rental paid by the University to the City referred to in Article VI(A) of the CE / Lease in the proportion of the reduction of the area of the leased premises from 87,050 square feet to 59,581 square feet.

NOW, THEREFORE, for the same consideration as set forth in the CE / Lease and the First Amendment to CE / Lease, and other good and valuable consideration, the City and the University agree as follows:

1. **Amendment of Description of Leased Premises**. The description of the Leased Premises referred to in Article II(A) in the CE / Lease is amended to provide as

follows:

Description of a parcel of land situated in the NE 1/4 of Section 32, Township 18 North, City of Ruston, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at a found 5/8-inch rebar representing the Northeast corner of said Section 32, **thence**, proceed for a bearing of South and distance of 1477.13 feet to a point;

thence, proceed for a bearing of West and distance of 1054.77 feet to a set 5/8-inch rebar and to the **Point of Beginning** of the parcel herein described;

thence, proceed for a bearing of N 89°57'43" W and distance of 290.02 feet to a set 5/8-inch rebar, said point lying beneath a fence;

thence, proceed along said fence for a bearing of N 00°05'20" W and distance of 205.28 feet to a found punch hole in concrete at a fence corner;

thence, proceed for a bearing of S 89°57'43" E and distance of 290.47 feet to a found 5/8-inch rebar;

thence, proceed for a bearing of S 00°02'17" W and distance of 205.28 feet and back to the **Point of Beginning**, containing 1.367 acres (more or less), being subject to encumbrances thereon and/or of record.

The above description is prepared based upon that plat captioned "PLAT OF SURVEY OF THE REVISION OF EXISTING LEASE LOT NO. 1 OF RUSTON AIRPORT SITUATED IN THE NE 1/4 OF SECTION 32, TOWNSHIP 18 NORTH-RANGE 2 WEST, CITY OF RUSTON, LINCOLN PARISH, LOUISIANA" (Riley Company of Louisiana, Inc. – Project No. 338), dated May 15, 2024, by Garland D. Herring, P.L.S. (Louisiana Registration No. 4685).

1.1 **Survey Plat**. The Leased Premises, as amended, is depicted on the attached Survey Plat dated June 20, 2024 by Garland D. Herring, P.L.S.

2. **Reduction of Annual Rental**. The current annual rental to be paid by the University to the City referred to in Article VI(A) of the CE / Lease is reduced to the amount of Four Thousand Three Hundred Thirteen and 66/100 (\$4,313.66) Dollars, based on 59,581 square feet of land at seven and 24/100 (\$.0724) cents per square foot, as may

be adjusted in the future by the CPI-U / All Items.

3. **Limited Effect**. Except as otherwise specifically amended herein, all provisions of the CE / Lease and the First Amendment to CE / Lease shall remain unchanged and in full force and effect.

4. **Other Documents**. At any time, the parties hereto shall execute and deliver to each other and/or third parties such other documents and take such other action as each may require to more effectively implement the intention of this Agreement.

5. **Counterparts**. This Agreement may be signed and executed in counterparts, in which event all counterparts shall be considered as one instrument.

6. **Effective Date**. This Second Amendment to CE / Lease is effective as of July 1, 2024 (the "Effective Date").

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the _____ day of _____, 2024.

WITNESSES:

CITY OF RUSTON, LOUISIANA

By: _____
Ronny Walker, Mayor

Print Name: _____

Print Name: _____

Notary Public

IN WITNESS WHEREOF, this instrument is executed by LOUISIANA TECH UNIVERSITY, by and through Dr. James B. Henderson, its duly authorized President, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the _____ day of _____, 2024.

WITNESSES:

LOUISIANA TECH UNIVERSITY

Print Name: _____

By: _____
Dr. James B. Henderson, President

Print Name: _____

Notary Public