Item H.1. Louisiana Tech University’s request for permission to extend the existing facility lease with Caddo Parish School District for the Louisiana Tech University Shreveport Center, pursuant to the authority vested in La. R.S. 17:3361.

EXECUTIVE SUMMARY

On April 9, 2019, the Board approved Louisiana Tech entering a relationship with Caddo Parish School District for use of the Louisiana Tech University Shreveport Center Campus located at 8028 Shreve Park Drive, Shreveport, Louisiana 71129.

Louisiana Tech University and the Caddo Parish School District work jointly in delivery of education to district students and faculty. The Caddo District’s student population currently comprises the largest percentage of students entering Louisiana Tech University as first-time freshmen as well as pursuing graduate education. Additionally, the District currently promotes partnerships with the Louisiana Tech University College of Education in hosting residents for the year-long residency program and Caddo for a Day shadowing opportunities. Louisiana Tech University has a long-established partnership with numerous opportunities for dual enrollment with success of students completing coursework on time with college credit hours upon high school graduation.

The Caddo Parish School District will maintain the Caddo Virtual Academy in the Louisiana Tech Shreveport Center to deliver unique and innovative educational experiences to their students. The District shall comply with all health, safety, environmental, and other ordinances and laws now existing or to be enacted, and all applicable rules and regulations in carrying out its activities in the Facility.

Finally, the District shall maintain and keep the Facility space in a neat, clean, and orderly condition during the term of this Lease (July 1, 2024 through June 30, 2025, renewable for four additional one-year renewal periods at any time by mutual written consent of both parties, but not to exceed five years). The District shall pay $24,000 each year to Louisiana Tech and pay all utility and regulatory inspection expenses.
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 permission to extend the existing facility lease with Caddo Parish School District for the Louisiana Tech University Shreveport Center, pursuant to the authority vested in La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that the President of the University and his or her designee shall be authorized to execute the lease contingent of approvals from UL System staff and legal counsel.

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

March 28, 2024

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

Louisiana Tech University is requesting permission to extend the facility lease relationship with Caddo School District. In 2019, the Board approved Louisiana Tech entering a relationship with Caddo Schools for use of the Louisiana Tech University Shreveport Center Campus located at 8028 Shreve Park Drive, Shreveport, LA 71129.

The Louisiana Tech University Shreveport Center will continue to be utilized by the Caddo Parish School District to maintain the Caddo Virtual Academy to deliver unique and innovative educational experiences.

Caddo School District agrees to assume responsibility for utility expenses associated with the Facility. Caddo School District will be listed as the responsible party on all utility services where allowable.

Caddo District shall comply with all health, safety, environmental, and other ordinances and laws now existing or to be enacted, and all applicable rules and regulations in carrying out its activities in the Facility. Caddo District shall maintain and keep the Facility space in a neat, clean, and orderly condition during the term of this Lease. Caddo District shall be responsible for all regulatory inspections and shall provide all custodial services and grounds services necessary for routine maintenance of the Facility.

The Caddo District shall annually pay $24,000.00 to Louisiana Tech. The term of this lease will be for one year with the annual option to renew for a total of five years beginning July 1, 2024.

The University requests permission to execute a lease with the Caddo Parish School Board subsequent to review and approval of Board Staff and legal counsel of the final lease document.

Sincerely,

[Signature]

Dr. James B. Henderson
President
LEASE AGREEMENT

This Lease, effective 1st day of July, 2024, is entered into by and between LOUISIANA TECH UNIVERSITY ("University") with and on behalf of The Board of Supervisors for the University of Louisiana System, ("ULS") and CADDO PARISH SCHOOL BOARD ("Caddo District"), who enter this Lease pursuant to the authority granted by and through La. R.S. § 17:3361 et seq.

ARTICLE I. Premises

1.1. University hereby leases to Caddo District the Shreveport Center Campus located at 8028 Shreve Park Drive, Shreveport, LA 71129 and more accurately described on Exhibit A ("Facility") subject to the terms and conditions of this Lease.

1.2. Caddo District agrees to accept possession of the Facility in its "as-is" state and condition existing as of the effective date. Caddo District acknowledges that University has not made any representation or warranty with regard to the condition of the Facility with respect to the suitability for the conduct of Caddo District’s programs. The taking of possession of the Facility shall conclusively establish that the Facility are at such time in good order, condition and repair.

ARTICLE II. Payment Terms

2.1. Caddo District agrees to assume responsibility for utility expenses associated with the Facility. Caddo District will be listed as the responsible party on all utility services where allowable. If Caddo District is unable to be listed as the responsible party for a utility service, Caddo District will reimburse University for all utility expenses associated with the Facility. The University shall provide utility provider notices to Caddo District who shall make reimbursement within thirty (30) days of receipt of the utility provider notice.

2.2. Caddo District hereby agrees to pay University two thousand dollars ($2,000) per month for the term of this Lease. Each payment shall be made in advance on the first day of the calendar month.

2.3. Checks should be mailed to: Office of Associate VP for Administration and Facilities P.O. Box 3151 Ruston, LA 71272

ARTICLE III. Term and Termination

3.1. This Lease shall begin on July 1, 2024 and shall terminate on June 30, 2025, and is renewable for four additional one-year renewal periods at any time by mutual written consent of both parties. The total Lease period will not exceed five years.
3.2. Either party may terminate this Lease for convenience at any time by giving thirty (30) days written notice to the other party. University shall be entitled to any payments owed under the terms of this Lease through the date of termination.

ARTICLE IV. Care, Use, Maintenance, Alterations and Improvements

4.1. Caddo District shall comply with all health, safety, environmental, and other ordinances and laws now existing or to be enacted, and all applicable rules and regulations in carrying out its activities in the Facility. Caddo District shall maintain and keep the Facility space in a neat, clean, and orderly condition, as a prudent administrator, during the term of this Lease, or any extension thereof, and shall not cause damage to or defacement of same. At the termination of this Lease, whether by expiration or termination, Caddo District shall, without further notice, actually deliver all of the keys to the Facility, deliver possession of said Facility and appurtenances to University; clean the Facility such that it is free from trash and in the original condition as received (save and except any alterations, additions, and improvements consented to in writing by University as provided herein), reasonable wear and tear excepted.

4.2. The Facility may only be used by Caddo District to achieve and support its public purpose.

4.3. Caddo District will be responsible for state boiler inspections on an every-other-year basis. Inspection results will be provided to the University upon inspection completion. University reserves the right to conduct inspections as needed in the University’s discretion.

4.4. Caddo District will be responsible for annual inspections or more often as required by applicable regulatory agencies on the fire sprinkler system, fire extinguishers, and fire alarms. Inspection results will be provided to the University upon inspection completion. University reserves the right to conduct inspections as needed in the University’s discretion.

4.5. Caddo District shall provide all custodial services and grounds services necessary for routine maintenance of the Facility.

4.6. The University shall provide non-routine maintenance of the Facility and maintain property insurance on the Facility and any University-owned contents that remain therein.

4.7. Caddo District shall not make or allow to be made any alterations, modifications, or improvements in and to the Facility without first obtaining the written consent of the University. Any and all such alterations, modifications, or improvements made by or through Caddo District shall become the property of University and shall be surrendered to University at the termination or expiration of the Lease or any extensions or renewals thereof without compensation. Any such alterations, modifications, or improvements shall not impair the safety or the appearance of the Facility and shall be made according to all applicable laws, ordinances, regulations, and policies, including but not limited to those of University and the State of Louisiana. At the termination of this Lease, if University directs by written notice to Caddo District, Caddo District, at its sole cost and expense, shall promptly remove any additions and/or restore any modifications or improvements designated
by University and repair any damage caused by removal and restore the Facility to its original condition.

ARTICLE V. Right of Entry and Inspection

5.1. University and University’s agents shall have the right at all times to enter the Facility, by key or otherwise, to examine the Facility, or to make repairs, additions, or alterations as may be necessary for the safety, betterment, improvement, and/or preservation thereof, or of the building, or to show the Facility for other purposes.

ARTICLE VI. Insurance, Indemnification, and Limitation on Damages

6.1. Caddo District agrees to comply fully with all provisions of all applicable workers’ compensation insurance laws, and shall carry and pay for workers’ compensation insurance, public liability insurance, and property damage insurance with such coverage not less than $1,000,000 per occurrence and $3,000,000 aggregate. Such policies may be carried by blanket policies of insurance. Caddo District shall provide certificates of insurance upon request of University, shall name the University as an additional insured, and shall notify the University of any change in coverage. Caddo District agrees to carry property insurance in an amount at least equal to the actual cash value of the contents within the Facility that are owned by Caddo District.

6.2. Each party hereby agrees to protect, defend, indemnify, save and hold harmless the other part and its offices, agencies, boards, and employees from and against any and all claims (even if such claims are groundless, false or fraudulent), liability and expenses 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 the indemnifying party, its employees, or agents relating to this Lease, and from all resulting costs, expenses, and attorneys’ fees incurred by the indemnifying party, except for those claims, demands, expenses, and liability arising out of the negligent or wrongful acts of the indemnified party, its employees, or agents.

6.3. The University shall have no responsibility for the loss, theft, disappearance of or damage to personal property of Caddo District or its employees, agents, assigns, invitees, or students, unless caused by the negligence or intentional misconduct of the University or an employee, agent, or contractor of the University. Except in the case of the University’s negligence or wrongful acts, the University shall not be liable for any damage, abatement, compensation, or claim by reason of inconvenience, annoyance, injury or loss arising from or related to this Lease. To the maximum extent permitted by law, the University’s total liability related to this agreement shall be limited to the amount paid by Caddo District to University in the twelve months preceding the date on which the damage or loss occurred.

ARTICLE VII. Movable Property of University

7.1. The University agrees to leave within the Facility the movable property described on Exhibit B for Caddo District’s use for the Term of the Lease. Caddo District shall not
dispose of, alienate, or remove from the Facility any of the University’s movable property. In the event any of University’s movable property becomes lost, damaged, or destroyed, Caddo District shall notify the University as soon as practicable. Caddo District agrees to assist University in taking routine inventory of the movable property and in locating and tracking the movable property.

7.2. The University will not replace or repair movable property within the Facility.

ARTICLE VIII. General Terms

8.1. Caddo District shall not sublease, assign, or transfer this Lease, in whole or in part, nor grant to anyone the use, possession, or occupancy of any portion of the Facility without prior written consent of University, and any consent to a sublease or transfer of the Lease, in whole or in part, shall not relieve Caddo District of its obligations hereunder.

8.2. The Louisiana Legislative Auditor and internal auditors of the University or others so designated by the Division of Administration, shall have the option to audit all accounts of Caddo District which relate to this Lease.

8.3. This Lease shall be governed by the laws of the State of Louisiana.

8.4. The continuation of this Lease is contingent upon the appropriation of funds to fulfill the requirements of the Lease by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Lease, 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 Lease, the Lease shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of partnership, joint venture, or of any association between Caddo District and University except as specifically agreed to in this Lease.

8.6. All notices under this Lease shall be in writing and shall be delivered by certified mail to the following:

If to University: Louisiana Tech University
Attn: Associate VP for Administration and Facilities
P.O. Box 3151
Ruston, LA 71272
If to Caddo District: Caddo Parish School Board
Attn: Patrick Greer, Chief Operations Officer
1961 Midway St
Shreveport LA 71108

8.7. If any term of this Lease shall prove to be invalid, void or illegal, it shall in no way effect, impair or invalidate any other term herein and the remaining terms shall remain in full force and effect.

8.8. No waiver by University or Caddo District of any breach by the other party of any of its obligations shall be a waiver of any subsequent breach or of any other obligation nor shall forbearance by University or Caddo District to seek a remedy for any breach by the other party be a waiver by the University or Caddo District, as the case may be, of its rights and remedies with respect to such breach of any subsequent breach.

8.9. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Lease.
THUS DONE AND SIGNED at ______________, Louisiana, on this ___ day of __________, 2024, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

________________________________________________________________________
Print: ____________________________

________________________________________________________________________
Print: ____________________________

CADDI PARISH SCHOOL BOARD

________________________________________________________________________
Print: ____________________________

Title: ____________________________

________________________________________________________________________

NOTARY PUBLIC
THUS DONE AND SIGNED at Ruston, Louisiana, on this ___ day of __________, 2024, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES

Print: __________________________

LOUISIANA TECH UNIVERSITY o/b/o
The Board of Supervisors for the
University of Louisiana System

Dr. Jim Henderson, President
Louisiana Tech University

Print: __________________________

NOTARY PUBLIC
EXHIBIT A

to Lease Agreement between Louisiana Tech University and Caddo Parish School Board

Lot 1, Shreve Park Industrial Campus, Unit No. 1, per plat in Conveyance Book 2500, Pages 34-38, recorded June 6, 1997 under Registry No. 1561114 of the Records of Caddo Parish, Louisiana.
EXHIBIT B

to Lease Agreement between Louisiana Tech University and Caddo Parish School Board

60” Round Tables = 37
15 Lobby
13 Vending Storage Room
6 Vending Area
3 Conference Room

Tables = 64
20 8’ x 3’ (6 Lobby, 1 Auditorium, 1 Cat Kit, 2 VS Room, & 10 Seminar #3 & #4)
1 8’ x 2’ Catering Kitchen
20 7’6” x 2’ White, 1 Lobby, 11 Seminar #1, & 8 Seminar #2
1 6’ x 3’6” Administrative Assistant’s Office
2 6’ x 3’ Lobby
5 6’ x 2’6” Projection Rm, Auditorium, Recp Area, Office #3, Adm Asst’s Office)
1 6’ x 2’5” Adm Asst’s Office
1 6’ x 2’ Lobby Storage
1 5’10’ x 1’11” Adjustable, Office #1
1 5’10” x 2’5” Adm Asst’s Office
1 5’ x 2’6” Auditorium
5 5’ x 2’ White, Seminar #3 & #4
1 3’9” x 2’ Auditorium
1 3’ x 2’5” Reception Area
2 3’ x 2” Adm Asst’s Office, and Small Kitchen
1 3’ x 1’8” Adm Asst’s office

Desks = 5
1 6’ x 2’ Credenza 4-Drawer w/2 sliding doors, Lobby
1 5’ x 2.5” desk, Lobby Storage
1 6’ x 6’8” L-shaped desk, Office #2
1 Credenza, Office #3
1 6’ x 6’6” desk, Office #4

Bookshelves = 6
1 3’5” x 10” Recp area (5 shelves & top shelf wooden)
1 2’11” x 4’ Office #1 (4 shelves & top shelf)
2 4’8” x 4’ Office #3 & Recp Area (Divided 3 shelves & top shelf)
1 4’2” Adm Asst’s Office (4 shelves & top shelf)
Filing Cabinets = 13
2 5-Drawer Lateral, Office #2, and Adm Asst’s Office
2 5-Drawer, Office #1, and Conference Room Closet
7 4-Drawer, 1 Office #1, 1 Adm Asst’s Office, & 5 Conference Room closet
1 3-Drawer, Adm Asst’s Office (goes w/Reception Unit TAG #75117 Lobby
1 2-Drawer Lateral, Office #3

Chairs – Black Plastic = 258
104 Lobby
  6 Catering Kitchen
  87 Vending Storage Room
  43 Vending Area
    8 Projection Room
  10 Auditorium

Chairs – Black Padded = 53
17 Conference Room
34 Vending Storage Room
  2 Telephone Equipment Room

Chairs – Blue Plastic = 11
3 Vending Storage Room
8 Auditorium

Chairs – (Piretti) Cloth Red & Blue = 92
  8 Blue Vending Storage Room
  27 Blue Seminar #3 & #4
    6 Blue Auditorium
    1 Blue Adm Asst’s Office
  11 Red Vending Storage Room
34 Red Seminar #3 & #4
  5 Red Auditorium

Chairs – Blue Cloth w/wheels = 64
34 Seminar #1
29 Seminar #2
 1 Vending Storage Room

Chairs – Office – Blue Cloth = 7
2 Reception Area
4 Office #3
 1 Desk Chair, blue cloth, w/cloth arms, w/wheels Office #3
Chairs – Blue Cloth w/arms, w/wheels = 10
9 Conference Room
1 Lobby

Office Chairs = 12
1 Black Adjustable, Office #1
1 Red cloth w/black plastic arms, Office #2
2 Mauve Cloth w/wooden arms, Office #4
1 Desk chair, black w/plastic arms w/wheels, Office #4
1 Desk chair, blue w/plastic arms w/wheels, Adm Asst’s Office
1 Blue cloth (Piretti), Adm Asst’s Office
1 Cloth gray patchwork, Adm Asst’s Office
2 Red cloth w/arms w/wheels, Vending Storage Room
1 Gray cloth w/o arms, Lobby Storage Room
1 Red cloth w/plastic arms, Lobby Storage Room

Various Items
5 Ladders, two 6’, 8’, 12’, 20’ extension, Boiler Room, & Maintenance Room
2 Dollies, Lobby Storage Room
5 Tri-Pods, Lobby Storage Room
2 Screens on stands, small & large, Lobby Storage Room
2 Small refrigerators, 1 white/ built-in, 1 brown, Small Kitchen
1 Whirlpool Refrigerator, Vending Storage Room
1 Wet/Dry Vacuum, Janitorial Closet
17 Sound Panels stored flat on floor, these belong in ceiling of auditorium

Tagged Inventory = 22:

74641 Conference Table
74644 Executive Desk, Office #3
74980 HP Pro Curve Switch 2424M, Telephone Equipment Rm
75117 Desk Receptionist Modular, Lobby
75372 Burnisher Polisher Machine, Electrical Room
76077 Lectern – Auditorium
76211 Lectern – Wooden/wheels/microphone, Projection Room
78404 Televideo Terminal Cisco Systems, Telephone Equipment Room
83115 Video Equipment, Seminar #1
83116 Video Equipment, Projection Room
83117 Video Equipment, Seminar #3
85091 Adjustable height table/desk L-shaped, Office #1
86080 Computer, Laptop, Projection Room
86494 Computer, Lectern, Seminar #1
86495 Computer, Seminar #1
86667 Controller, Seminar #3
86668 Controller, Seminar #1
86695 Video Equipment, Seminar #1
86949 Lectern, Seminar #1
86950 Lectern, seminar #3
88461 Projection Panel, LCD, Projection Room on shelf
8FYOGV1 Dell Laptop, Projection Room
Item H.2. Louisiana Tech University’s request for approval to name the University Communications Suite on the 12th floor of Wyly Tower the “Crockett Oaks-Smith University Communications Suite.”

EXECUTIVE SUMMARY

The University is requesting approval to name the University Communications Suite on the 12th floor of Wyly Tower the “Crockett Oaks-Smith University Communications Suite.”

In the Spring of 2023, Louisiana Tech tragically lost two members of its communication staff. Ms. Gabrielle Crockett died March 12, 2023 in a car accident. Only 26 years old, Gabby – a two-time Tech graduate – made significant contributions to her alma mater as an employee. Three weeks later, Dr. Tonya Oaks-Smith, the University’s Executive Director of Communications and Marketing, died following a brief illness. Ms. Oaks-Smith led University Communications for nearly six years. During that time, she completed her doctorate from Louisiana Tech receiving her degree only days before her death. This naming will be for as long as University Communications is housed in this space.

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 University Communications Suite on the 12th floor of Wyly Tower, the “Crockett Oaks-Smith University Communications Suite.”
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University requests permission to rename the University Communications suite on the 12th floor of Wyly Tower, *The Crockett Oaks-Smith University Communications Suite*.

In Spring 2023, Louisiana Tech tragically lost two members of its communication staff. Gabrielle Crockett died on March 12, 2023, in a car accident. Only 26 years old, Gabby—a two-time Tech graduate—made significant contributions to her alma mater as an employee.

Only three weeks later, Dr. Tonya Oaks-Smith, the university’s executive director of communications and marketing, died following a brief illness. Oaks-Smith led University Communications for nearly six years, during which time she completed her doctorate, receiving her degree only days before her death.

In recognition of their service and impact on Louisiana Tech University, I respectfully request approval of this request at the April 2024 meeting of the Board of Supervisors.

Your approval is requested.

Sincerely,

Dr. James B. Henderson
President
Item H.3. Nicholls State University’s request for approval to name the boardroom meeting room, located in the Bayou Region Incubator, the “FACT DESIGN Boardroom.”

EXECUTIVE SUMMARY

The University is requesting approval to name the Bayou Region Incubator meeting room, the “FACT DESIGN Boardroom.” The Bayou Region Incubator celebrated its grand opening on February 21, 2024. The University renovated a 10,535-square-foot two-story building located approximately one mile away from the University’s main campus in downtown Thibodaux, which will provide business incubation and co-working space for entrepreneurs striving to develop business ventures. This space will be accessible to students in various stages of business development from ideation to validation, to launching and scaling a business.

Daniel Monier, the founder of FACT DESIGN, donated acoustic ceiling tiles to the Bayou Region Incubator. In consideration for this donation, the meeting room will bear the name of his company. This naming right will end on February 16, 2029.

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the boardroom meeting room, located in the Bayou Region Incubator, the “FACT DESIGN Boardroom.”**
April 4, 2024

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the April 25, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Name Boardroom in the Bayou Region Incubator:
“The FACT DESIGN Boardroom”.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c:  Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
    Mr. Terry Braud, Vice President for Finance & Administration
    Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
    Dr. Michele Caruso, Vice President for Student Affairs
    Dr. Todd Keller, Vice Provost
    Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
    Ms. Alison Hadaway, Director of Human Resources
    Mr. Jerad David, Director of Communications
    Ms. Paige Thomas, Director of Alumni Affairs
    Ms. Paulette Mayon, Controller & Ethics Liaison
    Ms. Claire Bourgeois, Faculty Senate President
Executive Summary Attachment A
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 acquisition of the Foundation Property at such times as deemed appropriate to facilitate the Act of Donation.

AND FURTHER, that the University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
April 4, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for authorization for the University of Louisiana at Lafayette to enter into an Act of Donation for the acquisition of 108 Smith Street, 1716 Johnston Street, and 110 General Gardner Avenue, Lafayette, LA from the University of Louisiana at Lafayette Foundation.

Pursuant to La. R.S. 17:3351(2), the Board is authorized to "Actively seek and accept donations, bequests, or other forms of financial assistance for educational purposes from any public or private person or agency and to comply with rules and regulations governing grants from the federal government or any other person or agency which are not in contravention of the constitution and laws." The University of Louisiana at Lafayette ("University") has agreed to acquire by donation vacant properties located at 108 Smith Street, 1716 Johnston Street, and 110 General Gardner Avenue, Lafayette, LA ("Foundation Property") from the University of Louisiana at Lafayette Foundation ("Chitwood") to benefit the University. The Foundation Property is adjacent to properties acquired and owned by the Board of Supervisors for the University of Louisiana System.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc
Attachment
STATE OF LOUISIANA
PARISH OF LAFAYETTE

ACT OF DONATION

BE IT KNOWN, that on the day and dates hereinafter written, before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish of Lafayette, Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION, a non-profit corporation duly organized, validly existing under the laws of the State of Louisiana, domiciled in Lafayette Parish, Louisiana, represented herein by John Blohm, its duly authorized Chief Executive Officer, whose mailing address is P. O. Box 44290, Lafayette, LA 70504 (hereinafter referred to as "DONOR");

who declares that DONOR does by these presents irrevocably give, grant, alienate, confirm, donate inter vivos, convey, transfer and deliver all of its right, title and interest that it has or may have of whatever nature or kind unto:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein for the benefit of the University of Louisiana at Lafayette, herein represented by the President of the University, E. Joseph Savoie, duly authorized, whose mailing address is P. O. Drawer 41008, Lafayette, LA 70504 (hereinafter referred to as “DONEE”);

all of Donor’s rights, title and interest in and to the following described properties (“Property”), to-wit:

(1) Those two certain lots of ground, together with all buildings and improvements thereon, with all rights, ways, privileges and servitudes thereunto appertaining, situated in ALEXANDER MOUTON ADDITION to the City of Lafayette, Parish of Lafayette, Louisiana, and being LOT NOS. SEVEN (7) and EIGHT (8) of BLOCK NO. 1 of said addition according to a plat of said addition on file in the Office of the Clerk of Court for the Parish of Lafayette, Louisiana; said lots are contiguous and together have a frontage on General Gardner Avenue of Fifty (50’) feet by a depth between parallel lines of One Hundred Fifty-six (156’) feet, and are bounded as shown on said plat.

Being the same property acquired by the University of Louisiana at Lafayette Foundation from Home Bank, N.A. by Act of Donation dated __________, 2024 and recorded in the conveyance records of Lafayette Parish under File No. ____________.

The municipal address of the subject property is 110 General Gardner Avenue, Lafayette, LA 70501.

(2) One certain lot or parcel of ground, together with all buildings and improvements thereon, situated in the City and Parish of Lafayette, Louisiana, at the corner of Smith and St. Mary Streets, having a frontage of one hundred twenty-five (125’) feet on Smith Street by a depth of eighty-five (85’) feet on St. Mary Street; being bounded, now or formerly, on the Northwest by property of Myrtil Meyers; Northeast by St. Mary Street; Southeast by Smith Street and Southwest by property of Lucille C. Donlon Hamner and Donlon Pugh. Being the same property acquired by Kenneth B. Halt and Bolivar Lee Sutherland Halt by Act No. 175227 of record in the office of the Clerk of Court in and for the Parish of Lafayette, Louisiana. All as more particularly shown on that certain plat of survey dated September 26, 2022, prepared by Ronkartz-Oestrleicher attached to act recorded under Entry No. 2022-42541 of the records of the Lafayette Parish Clerk of Court’s Office.
Being the same property acquired by the University of Louisiana at Lafayette Foundation from Elizabeth Ann Hait by Act of Cash Sale dated effective October 28, 2022, recorded under Entry No. 2022-42541 of the records of the Lafayette Parish Clerk of Court’s Office.

The municipal address of the subject property is 108 Smith Street, Lafayette, LA 70503.

(3) That certain parcel of ground, together with all buildings and improvements thereon and thereto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging to or in any wise appertaining, including all rights of liberative and acquissive prescription, situated on the Second Extension of ELMHURST PARK ADDITION, and being known an designated as the SOUTHERN PORTION OF LOT ONE OF BLOCK TWENTY-THREE of said Addition to the City and Parish of Lafayette, Louisiana. Said fractional southern portion of Lot 1 of Block 23 being of an irregular shape and having a frontage on Johnston Street of 159.60 feet, and a southwestern line along the coulee of 222.00 feet. Said southern portion of Lot One of Block 23 being bounded Northerly by the northern portion of Lot 1, Block 23, Southern and Westerly by coulee and Easterly by Johnston Street.

Being the same property depicted between the letters A, B, C, D and A on that certain plat of survey dated January 30, 2020, a copy of which is attached to act recorded under Entry No. 2020-3902 of the records of the Lafayette Parish Clerk of Court’s Office.

Being the same property acquired by the University of Louisiana at Lafayette Foundation from Yvonne Marie Olivier by Act of Cash Sale dated January 31, 2020, recorded under Entry No. 2020-3902 of the records of the Lafayette Parish Clerk of Court’s Office.

The municipal address of the subject property is 1716 Johnston Street, Lafayette, LA 70503.

The said parties hereby agree and acknowledge that the undersigned Notaries Public have not been required to examine title to the Property hereinafter described or any part thereof or to render an opinion of title with respect thereto, and the parties hereby relieve and release the undersigned Notaries Public, the surety of their notarial bond and their professional liability insurance carriers, from any and all responsibility and/or liability in connection therewith. It is further declared that the undersigned Notaries Public were not requested to examine the mortgage records of the Clerk of Court’s Office for the Parish of Lafayette, Louisiana, or order a Mortgage Certificate from said Office of the Clerk of Court for the Parish of Lafayette, Louisiana.

AND NOW TO THESE PRESENTS comes and appears the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, DONEE, who accepts this donation and acknowledges delivery of said Property from DONOR, subject to and in accordance with all of the terms, conditions, covenants, provisions, and stipulations hereof and herein set forth and acknowledges gratitude therefore.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
THUS DONE AND SIGNED on the _____ day of ____________, 2024, at Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:  

UNIVERSITY OF LOUISIANA AT  
LAFAYETTE FOUNDATION (Donor)  

BY:  

Signature of Witness  

John Blohm  
Title: Chief Executive Officer  

Printed Name of Witness  

Signature of Witness  

Printed Name of Witness  

NOTARY PUBLIC  
Name of Notary: ____________________________  
Notary/Bar Roll ID No.: ____________________________  

THUS DONE AND SIGNED on the _____ day of ____________, 2024, at Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:  

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
(Donee)  

BY:  

Signature of Witness  

E. Joseph Savoie, President of the University of Louisiana at Lafayette  
Printed Name of Witness  

Signature of Witness  

Printed Name of Witness  

NOTARY PUBLIC  
Name of Notary: ____________________________  
Notary/Bar Roll ID No.: ____________________________
Item H.5. University of Louisiana at Lafayette's request to exchange a parcel of land owned by the University in exchange for property owned by Glenn C. Murphree and Cheryl Madonna Murphree.

EXECUTIVE SUMMARY

The University wishes to exchange a parcel of land owned by the University in exchange for property owned by Glenn C. Murphree and Cheryl Madonna Murphree (Murphree). The Board of Supervisors for the University of Louisiana System, with and on behalf of the University of Louisiana at Lafayette, currently owns certain property bordering property on Brook Avenue owned by Murphree (hereinafter referred to as University Property). Murphree currently owns certain property located in the 200 block of West St. Mary Blvd. and the 400 block of Brook Avenue (Murphree Property).

The University desires to acquire the Murphree Property for the public purpose of expanding its campus, and Murphree desires to acquire the University Property for better access to its business. Pursuant to LSA-R.S. 17:3351(9), the Board is authorized to “Sell, transfer or exchange land or other property not needed for university purposes, in accordance with law.” Appraisals will be done on both properties and the property exchange will be of equal value to both the University and the Murphrees, and an equalizing payment will be made if necessary.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Lafayette’s request to continue the process to exchange a parcel of land owned by the University in exchange for property owned by Glenn C. Murphree and Cheryl Madonna Murphree.

BE IT FURTHER RESOLVED, that the University will prepare the necessary documents, and that University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory 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 associated with said exchange.

AND FURTHER, that the University of Louisiana at Lafayette will provide the System office with copies of all final executed documents for Board files.
April 4, 2024

Mr. Richard J. “Rick” Gallot, Jr., J.D.  
President and CEO  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

The University wishes to exchange a parcel of land owned by the University in exchange for property owned by Glenn C. Murphree and Cheryl Madonna Murphree (Murphree). The Board of Supervisors for the University of Louisiana System, with and on behalf of the University of Louisiana at Lafayette, currently owns certain property bordering property on Brook Avenue owned by Murphree (hereinafter referred to as (University Property). Murphree currently owns certain property located in the 200 block of W. St. Mary Blvd. and the 400 block of Brook Avenue (Murphree Property).

The University desires to acquire the Murphree Property for the public purpose of expanding its’ campus, and Murphree desires to acquire the University Property for better access to its business. Pursuant to LSA-R.S. 17:3351(9), the Board is authorized to “Sell, transfer or exchange land or other property not needed for university purposes, in accordance with law.” Appraisals will be done on both properties and the property exchange will be of equal value to both the University and the Murphrees, and an equalizing payment will be made if necessary.

Please place this item on the agenda for the April 2024 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

svc
Item H.6. University of Louisiana at Monroe’s request for approval to demolish the Emily Williamson Child Development Center located at 702 Cole Avenue, Monroe, Louisiana 71209 on the campus of the University.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Emily Williamson Child Development Center located at 702 Cole Avenue, Monroe, Louisiana 71209. The building was involved in an electrical fire in October of 2022 and is no longer safe for occupancy. The building is approximately 3,700 square feet and is constructed of metal framing, sheet metal paneling for the sides, and has a metal roof. The building was a complete loss. The University is working through ORM and private dollars to rebuild the center in the same location. Because of the total loss, it is not cost effective to salvage any parts of the 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 the University of Louisiana at Monroe’s request to demolish the Emily Williamson Child Development Center located at 702 Cole Avenue on the campus of the University.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Monroe and his or her designee are hereby designated and authorized to execute any and all documents associated with said demolition.

AND FURTHER, that the University will provide the System office with copies of approvals and recovery activities.
March 28, 2024

Rick Gallot, JD, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)
Request to Approve to Demolish the Emily
Williamson Child Development Center
April 25, 2024 ULS Board Meeting

Dear President Gallot:

The University of Louisiana at Monroe is requesting approval to proceed with the demolition of the Emily Williamson Child Development Center located at 702 Cole Ave., Monroe, LA 71209 on campus of ULM with the state ID # S28495. The building burned due to electrical issues in October of 2022 and we wish to rebuild on the same site. I have enclosed an executive summary providing detailed information on the building. Please include ULM's request for approval on the April 25, 2024 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,

Ronald L. Berry, DBA.
President

cc: Dr. William Graves, Vice President for Business Affairs
Michael Davis, ULM Director of Facilities
Bruce Janet, UL System Director of Internal and External Audit
Item H.7. University of Louisiana at Monroe’s request for approval to name one of the ULM Sports Medicine Training Rooms the “Dr. Thomas H. Fields, Jr. Sports Medicine Training Room”; name the ULM Speech-Language Pathology Clinic the “Carol Nichols Ray Speech-Language Pathology Clinic”; and name the ULM Audiology Clinic the “Faye O. Haddox Audiology Clinic.”

EXECUTIVE SUMMARY

“Dr. Thomas H. Fields, Jr. Sports Medicine Training Room” - The University is requesting approval to name one of the ULM Sports Medicine Training Rooms in honor of Dr. Thomas H. Fields, Jr. Dr. Fields served his country in the Air National Guard and was attached to the 159th fighter interceptor group of the Air Force Reserve serving in the Tactical Surgery Unit at Alvin Calendar Air Field in Chalmette, Louisiana, and later at England Air Force Base. He was honorably discharged with the rank of Major in 1977. Dr. Fields served the ULM football team as the team’s volunteer physician for over 30 years. Over those years, he established an athletic benchmark for student-athlete care that is still recognized today. At the end of his service, he was presented with a ULM football team jersey recognizing his many years of selfless dedication. The Fields family’s support of ULM is multigenerational. Family members have attended, graduated and prospered, in large part, because of the education they received at ULM. By naming one of the ULM Sports Medicine Training Rooms after Dr. Fields, future generations of student-athletes will continue to honor his legacy.

“Carol Nichols Ray Speech-Language Pathology Clinic” - The University is requesting approval to name the ULM Speech-Language Pathology Clinic in honor of Carol Nichols Ray. Carol Nichols Ray was an internationally renowned concert pianist who furthered her education at the prestigious University of Vienna in Vienna, Austria. The Ray family’s support of ULM is multigenerational. Numerous family members have attended, graduated and prospered, in large part, because of the education they received at ULM. By naming the ULM Speech-Language Pathology Clinic after Carol Nichols Ray, future generations of students will continue to be impacted by her legacy.

“Faye O. Haddox Audiology Clinic” - The University is requesting approval to name the ULM Audiology Clinic in honor of Faye O. Haddox. Ms. Haddox graduated from Northeast Louisiana State College (ULM) in 1959 where she graduated Summa Cum Laude in three years with a B.A. degree in Elementary Education. The Haddox family’s support of ULM is multigenerational. Numerous family members have attended, graduated and prospered, in large
part, because of the education they received at ULM. By naming the ULM Audiology Clinic after Faye O. Haddox, future generations of students will continue to be impacted by her legacy.

These namings are for the useful life of the facilities.

RECOMMENDATION

It is recommended that the following resolutions be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval to name one of the ULM Sports Medicine Training Rooms the “Dr. Thomas H. Fields, Jr. Sports Medicine Training Room”; name the ULM Speech-Language Pathology Clinic the “Carol Nichols Ray Speech-Language Pathology Clinic”; and name the ULM Audiology Clinic the “Faye O. Haddox Audiology Clinic.”
April 25, 2024

President Rick Gallot
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

The University is requesting approval to name one of the ULM Sports Medicine Training Rooms in honor of Dr. Thomas H. Fields, Jr.

Dr. Fields served his country in the Air National Guard and was attached to the 159th fighter interceptor group of the Air Force Reserve serving in the Tactical Surgery Unit at Alvin Calendar Air Field in Chalmette, LA, and later at England Air Force Base. He was honorably discharged with the rank of Major in 1977.

Dr. Fields served the ULM football team as their volunteer physician for over 30 years. Over those 30 years, he established an athletic benchmark for student-athlete care that is still recognized today. At the end of his service, he was presented with a ULM football team jersey recognizing his many years of selfless dedication.

The Fields family’s support of ULM is multigenerational. Family members have attended, graduated and prospered, in large part, because of the education they received at ULM.

Dr. Thomas Fields and the Fields family are most deserving of this honor.

By naming one of the ULM Sports Medicine Training Rooms after Dr. Fields, future generations of student-athletes will continue to honor his legacy.

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu.

Sincerely,

[Signature]

Ronald Berry, D.B.A.
President

#TAKEFLIGHT

ULM is a member of the University of Louisiana System • AA/EOE
April 25, 2024

President Rick Gallot  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

The University is requesting approval to name the ULM Speech-Language Pathology Clinic in honor of Carol Nichols Ray. Carol Nichols Ray was an internationally renowned concert pianist who furthered her education at the prestigious University of Vienna in Vienna, Austria.

The Ray family’s support of ULM is multigenerational. Numerous family members have attended, graduated and prospered, in large part, because of the education they received at ULM.

Carol Nichols Ray and the Ray family are most deserving of this honor.

By naming the ULM Speech-Language Pathology Clinic after Carol Nichols Ray, future generations of students will continue to be impacted by her legacy.

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu.

Sincerely,

Ronald Berry, D.B.A.  
President

#TAKEFLIGHT
April 25, 2024

President Rick Gallot  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

The University is requesting approval to name the ULM Audiology Clinic in honor of Faye O. Haddox. Ms. Haddox graduated from Northeast Louisiana State College (ULM) in 1959 where she graduated Summa Cum Laude in three years with a B.A. degree in Elementary Education.

The Haddox family’s support of ULM is multigenerational. Numerous family members have attended, graduated and prospered, in large part, because of the education they received at ULM.

Faye O. Haddox and the Haddox family are most deserving of this honor.

By naming the ULM Audiology Clinic after Faye O. Haddox, future generations of students will continue to be impacted by her legacy.

Should you have any questions or need further information, please contact me at 318-342-1010 or by email at rberry@ulm.edu.

Sincerely,

Ronald Berry, D.B.A.  
President

#TAKEFLIGHT

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