FACILITIES AND PROPERTY COMMITTEE
(Following the Personnel Affairs Committee)
Friday, August 28, 2009
Southern University Metro Center
MEDIA PURPOSE ROOM - SUITE #311
610 Texas Street
Southern University at Shreveport, Louisiana

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items
   A. Capital Projects, SUNO
      2. Campus-wide Upgrade to Site Lighting and Security Camera System
   B. Resolution to accept donated land, SU Ag Center
   C. Five Year Capital Outlay Plan, SUS
6. Other Business
7. Adjournment

MEMBERS
Mr. Walter Guidry, Jr., (Chairman); Mr. Murphy Nash, Jr., (Vice Chairman);
Mr. Patrick W. Bell; Mr. Richard J. Caiton, Jr.; Atty. Walter C. Dumas;
Atty. Warren A. Forstall; Mr. Myron K. Lawson; Atty. Tony M. Clayton, Ex Officio
<table>
<thead>
<tr>
<th>INSTITUTION:</th>
<th>Southern University and A&amp;M College</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT LOCATION:</td>
<td>Southern University - New Orleans Campus</td>
</tr>
<tr>
<td></td>
<td>Campus/Ag. Station</td>
</tr>
<tr>
<td></td>
<td>New Orleans</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td>Ownership of affected property:</td>
<td>a) Institutionally owned: X</td>
</tr>
<tr>
<td></td>
<td>b) Leased/rented</td>
</tr>
<tr>
<td>PROJECT COST:</td>
<td>Estimated cost of project (excluding architect/engineer fees): $ 450,000.00</td>
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<tr>
<td></td>
<td>Funding: a) State Funds</td>
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<tr>
<td>PROJECT SCHEDULE:</td>
<td>Anticipated starting date: 10/2009</td>
</tr>
<tr>
<td></td>
<td>Completion date: 12/2009</td>
</tr>
<tr>
<td>Is architect/engineer planning underway?</td>
<td>N/A If so, explain status of planning and anticipated bid date, etc.</td>
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<tr>
<td>IMPACT ON OPERATING BUDGET:</td>
<td>As a result of this project annual operating cost will:</td>
</tr>
<tr>
<td></td>
<td>Increase:</td>
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<td>In an increase or decrease, explain amount of change in personnel, utilities, insurance, etc.:</td>
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<tr>
<td>PROJECT COORDINATION:</td>
<td>Architectural and/or engineering planning will be done by:</td>
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<tr>
<td></td>
<td>a) Institutional personnel:</td>
</tr>
<tr>
<td></td>
<td>Actual construction, renovation, repair work will be done by:</td>
</tr>
<tr>
<td></td>
<td>a) Institutional personnel:</td>
</tr>
<tr>
<td>Will any other agencies/personnel be involved in this project? If so, explain:</td>
<td>No</td>
</tr>
</tbody>
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AREAS SERVED BY PROJECT:
Academic: X  Administrative: X  Auxiliary: ___

PROJECT DESCRIPTION:
Please explain the following in the space below: a) justification for project; b) scope of the work, equipment, etc.; c) relationship and cost of past or future phases; d) size of structure or area to be renovated and cost per square foot. Include a reduced copy of plan or a sketch of work. Attach additional pages if necessary.

Work includes, but is not limited to:

1. Provide minor exterior wall repair
2. Pressure wash, cleaning and preparation of exterior walls
3. Replace exterior building components caulking
4. Install waterproofing and painting of exterior
5. Install all miscellaneous & associated materials necessary to waterproof each building
6. All work must be coordinated with all other on-going projects on campus

CONTACT PERSON:
List person to contact for further information concerning this project.

Name: Endas W. Vincent, SUS  Telephone No.: (225) 771-3670
Robert Cannon, SUNO  (504) 884-1788

APPROVALS:

INSTITUTION:
This project complied with applicable local, state and federal requirements.

By: ________________________________  Date: __________________
    Chancellor/President

MANAGEMENT BOARD:
Date received: __________________________
Board Approval Date: ____________________
By: ________________________________
    President/Executive Director

BOARD OF REGENTS:
Date Received: ________________________
Board Approval Date: ____________________
By: ________________________________
Commissioner of Higher Education

Work includes, but is not limited to:
1. Provide minor exterior wall repairs
2. Pressure wash cleaning & preparation for exterior waterproofing
3. Replace exterior building components caulking
4. Install waterproofing & painting exterior
5. All miscellaneous & associated materials necessary to waterproof each building
6. All work must be coordinated with other on-going projects on campus

Bid document orders are available online at:

Arrangement for pickup or delivery at:
824 Union Str.
New Orleans, LA 70114
Att: Rod
504-522-4271

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCT. NO.</th>
<th>DEPT. CODE</th>
<th>ALLOT. C &amp; O</th>
<th>AMOUNT</th>
<th>APPROVALS</th>
</tr>
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<td>6 35 1 38 6000</td>
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Estimated Price $ 450,000.00

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<tr>
<th>White - Purchasing</th>
<th>Yellow - Controller</th>
<th>Pink - Department's Copy</th>
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<tbody>
<tr>
<td>Sponsored by</td>
<td>Purchasing</td>
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LOUISIANA BOARD OF REGENTS
CAPITAL PROJECTS RECORD AND APPROVAL FORM

INSTITUTION: Southern University and A&M College

PROJECT NAME/TITLE: Campus-Wide Upgrades to Site Lighting & Security Camera System

PROJECT LOCATION:

- Southern University - New Orleans Campus
- Campus/Ag. Station
- New Orleans
- Orleans
  City
  Parish

Ownership of affected property:

- a) Institutionally owned X
- b) Leased/rented
- c) Owned by other state agency
- d) Other Privately Owned

PROJECT COST:

Estimated cost of project (excluding architect/engineer fees): $450,000.00

Funding:
- a) State Funds $________
- b) Auxiliary Funds $________
- c) Other $450,000.00 (Described) Self-Generated

PROJECT SCHEDULE:

Anticipated starting date: 11/2009                 Completion date: 6/2010

Is architect/engineer planning underway? N/A If so, explain status of planning and anticipated bid date, etc.


IMPACT ON OPERATING BUDGET:

As a result of this project annual operating cost will:

- Increase: _______  Decrease: _______  Remain the same: X

In an increase or decrease, explain amount of change in personnel, utilities, insurance, etc.: 


PROJECT COORDINATION:

Architectural and/or engineering planning will be done by:
- a) Institutional personnel: X
- b) Private contract: ______

Actual construction, renovation, repair work will be done by:
- a) Institutional personnel: ______
- b) Private contract: X

Will any other agencies/personnel be involved in this project? If so, explain:

None
AREAS SERVED BY PROJECT:

Academic: X    Administrative: X    Auxiliary: 

PROJECT DESCRIPTION:

Please explain the following in the space below: a) justification for project; b) scope of the work, equipment, etc.; c) relationship and cost of past or future phases; d) size of structure or area to be renovated and cost per square foot. Include a reduced copy of plan or a sketch of work. Attach additional pages if necessary.

Upgrade existing Security Camera System and Site Lighting on campus by providing and installing security camera, software & equipment, removal and replacing site light fixtures, associated conduit, wiring, associated equipment, and other interior and exterior building components necessary to complete scope of work.

CONTACT PERSON:

List person to contact for further information concerning this project.

Name: Enderas W. Vincent, SUS     Telephone No.: (225) 771-3670
Robert Cannon, SUNO           (504) 884-1788

APPROVALS:

INSTITUTION:
This project complied with applicable local, state and federal requirements.

By: ________________ Date: ________________
    Chancellor/President

MANAGEMENT BOARD:

Date received: ________________ Committee Approval Date: ________________
Board Approval Date: ________________ By: ________________
    President/Executive Director

BOARD OF REGENTS:

Date Received: ________________ Committee Approval Date ________________
Board Approval Date: ________________ By: ________________
    Commissioner of Higher Education
Mandatory Pre-Bid

1

Campus-wide Upgrades to Site Lighting and Security Camera System.

Scope of Work:
Upgrade existing security camera system and site lighting on campus by providing and installing security cameras, software, equipment, removal and replacing site lighting fixtures, associated conduit, wiring, associated equipment, software, other interior and exterior building components necessary to complete scope of work.

Sets of complete bidding documents are available to Louisiana licensed contractors and others online orders at:

Arrangements for pick up or delivery at: 824 Union Street, NOLA 70114 Attn: Rod at 504-522-4271. Ref:
Ref: SÚNO Campus-Wide Upgrades Site Lighting & Security Camera System

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<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Campus-wide Upgrades to Site Lighting and Security Camera System.</td>
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<tr>
<td></td>
<td>635138</td>
<td></td>
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<td>450,000.00</td>
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</tbody>
</table>

Estimated Price $ 450,000.00

Approved by:

Pres., V. Pres., etc.

Date: 8/4/09

Purchasing

Availability of Funds

Yes  No

Date: 8/4/09

Signed:

Date: 8/4/09

WHITE - PURCHASING  YELLOW - COMPTROLLER  PINK - DEPARTMENT'S COPY
August 18, 2009

Dr. Kassie Freeman  
Interim President, SUS  
4th Floor J. S. Clark Administration Bldg.  
Baton Rouge, LA 70813

Dear Dr. Freeman,

I am requesting that this item, a resolution to accept donated land, be added as an agenda item of the August Board of Supervisors’ meeting.

Sincerely,

[Signature]

Ludrey Williams  
Chancellor

LW/kb

Attachment
SOUTHERN UNIVERSITY BOARD OF SUPERVISORS
EXECUTIVE SUMMARY

Alsen Heights Inc., a Louisiana corporation and owner of property in Alsen Louisiana, adjacent to the Southern University Agricultural Farm in East Baton Rouge Parish, proposes to donate to Southern University two (2) lots in the Alsen Heights Subdivision, First Filing and two (2) other tracts of land in the same area, totaling approximately twelve (12) acres, more or less. The corporation will assign current and existing mineral leases to the University and retain all other mineral rights subject to exploitation by directional drilling. The donation is without warranty of title and the property in “as is” condition. The University proposes to accept this donation and, if the Board so chooses to accept, the following resolution should be adopted.

RESOLUTION

The Board of Supervisors of Southern University and A&M College, on behalf of the Southern University Agricultural Center hereby accept the donation of immovable property in East Baton Rouge Parish donated by Alsen Heights, Inc., said donation to include an assignment of existing mineral leases but subject to a reservation of all other subsurface rights to the donor. The Board of Supervisors of Southern University and A&M College hereby authorize the System President and Chancellor of the Southern University Agricultural Center to execute any and all documents necessary to accept the donation of said property on behalf of the University, such acceptance subject to compliance with provisions of State law with regard to such property transfers.
Dr. Adell Brown  
Vice Chancellor Agriculture Department  
Southern University  
Baton Rouge, LA  

July 13, 2009  

As you know we met with you and Vice Chancellor Kirkland Mellard and told you that we wanted to make a charitable contribution of approximately 12.6 acres being the remainder of tracts E and tract F Alsen Heights Subdivision along with two (2) residential lots 179 and 181, first filing section 6 of Alsen Heights Subdivision.  

When we met we furnished you with recorded maps of said property which adjoins Southern University's property, being just east of Scenic Hwy and north of Old Blount Road.  

It is our hope that Southern University can accept this property as a charitable contribution and use it in due time to benefit the education of young people at Southern.  

We are working with Attorney Robert R. Casey, tax specialist with Jones Walker. His phone number is 225-248-2090 and his fax number is 225-248-3090. He has requested clarification from Attorney Preston Castille that the Southern University Foundation is a public charity and not a private foundation. We are also working with Mr. Mike Tham, CPA, with L.A. Champagne & Co., 225-925-1120.  

It has been a pleasure working and talking with you and Dr. Mellard. I do hope we can bring this charitable gift to a satisfactory conclusion.  

Yours very kindly and best wishes,  

[Signature]  

Alsen Heights, Inc., by S. P. Gibbons, Jr., President  

cc: Robert R. Casey, Attorneys Jones Walker  
    Mike Tham, CPA, L. A. Champagne & Co.
ACT OF DONATION

* UNITED STATES OF AMERICA

BY

* STATE OF LOUISIANA

TO

* PARISH OF EAST BATON ROUGE

*****************************************************************************

BE IT KNOWN, that on this ___ day of __________, 2009,

BEFORE ME, the undersigned Notary Public, duly commissioned
and qualified in and for the Parish and state aforesaid, and in
the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ALSEN HEIGHTS, INC. (I.D. No. 72-0699466), a
Louisiana Corporation herein represented by
S. P. Gibbens, Jr., as President, duly
authorized by resolution of the board of
directors and all shareholders, a certified
copy of which is attached, who, after being
by me first, duly sworn, did declare unto
me, Notary, that his mailing address is P.
O. Box 14088, Baton Rouge, Louisiana 70898
(hereinafter referred to as "Donor")

Donor, for and in consideration of the affection it has for
Southern University ("Donee"), herewith donates, transfers,
conveys, assigns and delivers unto Southern University its
entire right, title and interest in and to the immovable
property and all improvements thereon more particularly
described below, free and clear of all mortgages, liens and
other encumbrances, but without any warranties whatsoever as to
title, condition and fitness for a particular use, not even for
the return of the consideration for this conveyance, and
repudiating all implied-at-law warranties of title, condition
and fitness for a particular use, except that Donor does by
these presence hereby expressly reserve unto itself any and all
of the oil, gas, sulfur and other minerals underlying the
immovable property more particularly described below, including
any and all minerals, mineral royalty rights, mineral interests,
overriding oil, gas and other mineral royalty interests and
executive rights, to be exploited only by offsite, directional
drilling methods, reserving same in perpetuity pursuant to La.
R.S. 31:149, except that Donor is herewith assigning to Donee
all of its rights to receive mineral royalty payments pursuant
to all oil, gas, and mineral leases, pertaining to the immovable
property described below in existence as to the date hereof,

(S0999512.1)
including Oil, Gas and Mineral Lease dated December 13, 2007 to
Sunnyside Resources, Inc. recorded in the conveyance records of
East Baton Rouge Parish, Louisiana at Original 361, Bundle
12020, and all rights to receive delay rentals pursuant thereto,
said immovable property being more particularly described as
follows, to-wit:

1. Lots 179 and 181 of Alsen Heights Subdivision, First
Filing, Section 6, located in Section 51, Township 5
South, Range 1 West, Greensburg Land District of
Louisiana, East Baton Rouge Parish, Louisiana as more
particularly described on Plat by Andy Matamoros,
Civil Engineer, Baton Rouge, Louisiana dated November
22, 1989, approved by the Planning Commission, City of
Baton Rouge, Parish of East Baton Rouge on December 4,
1989 and properly recorded in the records of East
Baton Rouge Parish.

2. Those certain tracts located in Section 51, Township 5
South, Range 1 West, Greensburg Land District of
Louisiana, East Baton Rouge Parish, Louisiana as
reflected on the final Plat, Alsen Heights
Subdivision, First Filing, Section 6, prepared by Andy
Matamoros, Civil Engineer, Baton Rouge, Louisiana
dated November 22, 1989 and approved by the Planning
Commission of the City of Baton Rouge, Parish of East
Baton Rouge, on December 4, 1989, said tracts of
immovable property being more particularly described
as follows, to-wit:

REMAINDER OF TRACT "E"

A certain parcel or tract of land located in Section 51,
T-5-S, R-1-W, Greensburg Land District of
Louisiana, Parish of East Baton Rouge, being
designated hereon as the "Remainder of Tract "E"",
Alsen Heights Subdivision and being more particularly
described as follows:

Commence at the Northwest corner of Lot 183 Alsen
Heights Subdivision, First Filing, Section 6, being
the point of beginning; thence proceed N05°06'53"E
392.32' to a point and corner; thence N10°12'43"W
273.30' to a point and corner; thence S01°15'00"E
720.42' to a point and corner; thence S00°52'44"W
575.30' to a point and corner; thence N89°06'52"W
495.03' to a point and corner; thence N84°53'07"W
195.73' to a point and corner being the "point of
beginning." Said tract containing 9.69± acres.

NORTGATE DRIVE R/W

A certain parcel or tract of land located in Section 51,
T-5-S, R-1-W, Greensburg Land District of
Louisiana, Parish of East Baton Rouge, being
designated hereon as "Northgate Drive R/W", Alsen
Heights Subdivision and being more particularly
described as follows:

Commence at the northeast corner of Lot 184 Alsen
Heights Subdivision, First Filing, Section 6, being
the point of beginning; thence proceed N05°06'53"E
374.78' to a point and corner being a point of
 curvature; thence along a non tangential curve to the
right having a radius of 70.00', an arc length of
124.21', a chord bearing of N24°56'46"E and a chord
distance of 108.54' to a point and corner; thence
S10°12'43"E 87.68' to a point and corner; thence
S05°06'53"W 392.32' to a point and corner; thence
N84°53'07"W 60.00' to a point and corner being the
"point of beginning". Said tract containing 0.64± acres.

REMAINDER OF TRACT "F"

A certain parcel or tract of land located in Section 51, T-5-S, R-1-W, Greensburg Land District of Louisiana, Parish of East Baton Rouge, being designated hereon as the "Remainder of Tract "F"", Alsen Heights Subdivision and being more particularly described as follows:

Commence at the northeast corner of Lot 184, Alsen Heights Subdivision, First Filing, Section 6, being the point of beginning; thence proceed N84° 53'07"W 225.00' to a point and corner; thence N05°06'53"E 493.82' to a point and corner; thence S67°42'14"E 226.97' to a point and corner; thence along a nontangential curve having a radius of 70.00', an arc length of 53.96', a chord bearing of S03°48'18"E and a chord distance of 52.63' to a point and corner; thence S05°06'53"W 374.78' to a point and corner being the "point of beginning". Said tract containing 2.36± acres.

As shown on compiled Map Showing Tract X, Remainder of Tracts E & F Alsen Heights and a portion of Northgate Drive R/W for Alsen Heights, Inc. prepared by Sigma Consulting Corp., Inc., a copy of which is attached.

TO HAVE AND TO HOLD, unto Southern University and unto its successors and assigns forever.

AND NOW TO THESE PRESENTS COME:

SOUTHERN UNIVERSITY, herein appearing by and through ____________________________________________, its ________________________________________, who, after being by me first duly sworn, did declare unto me, Notary, that it accepts with gratitude the foregoing donation subject to any and all conditions and reservations set forth herein.

Southern University ("Donee") acknowledges and agrees that the above Property (the "Property") is being donated by Donor to Donee as is, where is, with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Donee acknowledges and agrees that Donor has made no representation, warranty or guaranty, express or implied, oral or written, past, present or future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-

(06599512.1) - 3 -
occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, wetlands issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water, including without limitation, soil compaction, grading and drainage; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, merchantability, or the fitness, suitability or adequacy of the Property for any particular purpose; (f) the zoning or other legal status of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (h) the quality of any labor and materials; and the condition of title and the nature, status and extent of any servitude, permit, right-of-way, or lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, and any other matter affecting title.

Donee hereby acknowledges and declares reliance solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Donor. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to merchantability of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Donor and are hereby expressly waived by Donee.

Donee hereby expressly waives and renounces any and all rights in rehribition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase Price for any
reason whatsoever, and Donee hereby releases Donor from any and all liability whatsoever in connection therewith.

DONEE HEREBY ACKNOWLEDGES THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF DONEE, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY DONEE, (III) THE AGREEMENT OF DONEE WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN DONOR AND DONEE WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY DONOR, AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

All parties hereto hereby recognize that the undersigned notary has not conducted an examination of the title of the aforesaid properties, nor has he obtained mortgage, conveyance and tax research certificates from the clerk of court and sheriff and ex-officio tax collector of East Baton Rouge Parish nor has he verified the above property descriptions, and all parties hereto hereby release and relieve the undersigned notary of his obligations to examine title, obtain said certificates and verify the above property descriptions.

THUS DONE AND PASSED, in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, before the undersigned competent witnesses, _____________ and _____________, who have hereunto subscribed their signatures with the Appearers and me, Notary, on the date hereinabove first written, after a due reading of the whole.

WITNESSES: ALSEN HEIGHTS, INC., Donor

Print name: 

By: S. P. Gibbens, Jr., President

Print Name: 

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