

AGENDA
ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES
March 11, 2022
10:00 a.m.
ASU-Newport Campus

- I. Call to Order
Christy Clark, Chair
- *II. Approval of the Minutes of Past Meeting
December 3, 2021
- III. President's Report
Reports of the Chancellors
- *IV. Agenda
 - Proposed ASU System Resolutions
 - Resolution approving ASU Mid-South to set tuition rates for performance scholarship students
 - Resolution conferring upon Dr. Tim Langford the designation of Trustee Emeritus
 - Resolution approving the ASU System to modify the Board of Visitors Policy
 - Resolution approving the ASU System to refund certain ASU-Jonesboro outstanding bonds through the issuance of refunding bonds and to execute an official statement, bond purchase agreement, supplemental trust indenture, and related documents
 - Resolution approving the ASU System to refund certain Henderson State outstanding bonds through the issuance of refunding bonds and to execute an official statement, bond purchase agreement, supplemental trust indenture, and related documents
 - Proposed Arkansas State University (A-State) Resolution
 - Resolution approving Arkansas State University to apply for federal grant funding from the Transportation Alternatives Program for support of the Campus Loop Trail in Jonesboro
 - Proposed ASU-Beebe Resolutions
 - Resolution approving ASU-Beebe to offer a Technical Certificate and a Certificate of Proficiency in Teaching
 - Resolution approving ASU-Beebe to name the flag plaza on the ASU-Beebe Heber Springs Campus the "Charlotte Lacy Flag Plaza"
 - Proposed ASU-Mountain Home Resolutions
 - Resolution approving ASU-Mountain Home to grant two easements to the City of Mountain Home

- Resolution approving ASU-Mountain Home to apply for federal grant funding from the Transportation Alternatives Program for support of the Walking and Biking Trail
- Resolution approving ASU-Mountain Home to name the disc golf course on campus the “Kenny and Laura Newth Disc Golf Course”

- Proposed ASU-Newport Resolutions
 - Resolution approving ASU-Newport to apply for federal grant funding from the Recreational Trails Program for support of a campus loop trail
 - Resolution approving ASU-Newport to apply for federal grant funding from the Transportation Alternatives Program for support of a campus loop trail

- Proposed Henderson State University Resolutions
 - Resolution approving Henderson State to donate property located on its campus
 - Resolution approving Henderson State to name the playing field at Carpenter-Haygood Stadium “GeoSurfaces Field”

V. Executive Session

*VI. Approval of Personnel Actions

VII. Other Business

*VIII. Adjournment

*Action Items

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University Mid-South to set tuition rates for performance scholarship students.

ISSUE: The Board of Trustees must approve tuition, fees, and room and board rates.

BACKGROUND:

In order to increase recruitment efforts, the Arkansas State University System requests approval for ASU Mid-South to set the tuition of performance scholarship students at the out-of-district tuition rates, as applicable.

ARKANSAS STATE UNIVERSITY MID-SOUTH:

Tuition (effective Fall 2022)

	<u>Proposed</u>	
	<u>Semester</u>	<u>per</u>
	<u>15 ssch</u>	<u>ssch</u>
Out-of-district, including surrounding counties in MS and TN, <u>and performance scholarship students</u>	\$1,725.00	\$115.00

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University Mid-South is approved to set tuition rates for performance scholarship students as stated herein.

Niel Crowson, Secretary

Christy Clark, Chair

**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Conferring upon
Dr. Tim Langford
the Designation of Trustee Emeritus

WHEREAS, the Board of Trustees recognizes the importance of the many contributions provided by individuals who have served previously on the Board of Trustees; and

WHEREAS, in 1999 the Board of Trustees of Arkansas State University created a recognition group, the Trustee Emeriti, to honor those trustees who have served with distinction; and

WHEREAS, Tim Langford, of Little Rock, Arkansas, provided his expertise and performed his duties with excellence as a member of the Arkansas State University System Board of Trustees, following his appointment by Governor Mike Beebe in 2014, and reappointment by Governor Asa Hutchison in 2019;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Arkansas State University System that Tim Langford is designated Trustee Emeritus in appreciation of his countless contributions and in deep gratitude for his legacy of wise and generous counsel and untiring efforts on behalf of the ASU System, its students, faculty, staff, and friends.

DULY ADOPTED AND APPROVED this 11th day of March 2022

Christy Clark, Chair

Price Gardner, Vice Chair

Niel Crowson, Secretary

Steve Eddington, Member

Robert G. Rudolph, Jr., Member

Paul Rowton, Member

Jerry Morgan, Member

Charles L. Welch, President

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval to modify the Board of Visitors Policy.

ISSUE: The Board of Trustees must approve modifications to ASU System policies.

BACKGROUND:

- The ASU System currently has a System Board of Visitors Policy, which took effect on February 24, 2017.
- The current policy provides that a member of the Board of Visitors may not serve on the Board of Visitors for more than ten years.
- The current policy creates inconsistent application across the ASU System.
- The ASU System seeks to modify this policy to state that any member of the Board of Visitors may serve no more than two full terms.
- The proposed new policy is attached to this resolution.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to modify the Board of Visitors Policy as outlined above.

Niel Crowson, Secretary

Christy Clark, Chair

ASU System Policy

Effective Date: March 11, 2022

Subject: Board of Visitors

Purpose

A Board of Visitors shall be established for member institutions within the Arkansas State University System. This policy shall be used to appoint individuals to a Board of Visitors unless a different process is provided by law.

Arkansas State University System Board of Visitors Policy

1. The general purposes of a Board of Visitors shall be to serve as an advisory body. Specifically, the Board shall be charged with the following duties:
 - A. To perform a liaison and advisory function between each member institution and residents of the member institution's service area;
 - B. To aid in securing financial support for the member institution;
 - C. To give advice to the Chancellor concerning the educational and service needs of the service area;
 - D. To advise the Chancellor regarding institution-specific issues;
 - E. To furnish counsel and guidance to the member institution's Chancellor; and
 - F. Any additional duties authorized by the President of the Arkansas State University System.
2. The Board of Visitors shall have no formal governing authority or authority to bind a system campus to any agreement. However, the Chancellor shall seek input from the Board of Visitors on all action items, prior to those items being presented to the ASU System President and Board of Trustees for consideration at a Board meeting.
3. The Board of Visitors shall consist of five, seven, or nine members. The Chancellor of each member institution shall have discretion to determine the appropriate number of Visitors for their respective institution.
4. The term of office for Board of Visitors' members shall coincide with the number of Board members (i.e. five-, seven-, or nine-year terms). No Board member shall serve more than two full terms. Initial appointments shall be on a staggered basis.

5. The respective member institution's Chancellor shall nominate individuals for membership on the Board of Visitors. The ASU System President shall approve these recommendations and present them to the ASU System Board of Trustees for final approval.
6. The Board of Visitors shall elect from its members a Chair, Vice-Chair, and Secretary.
7. The Board of Visitors shall meet quarterly, and not later than two weeks prior to a regularly scheduled meeting of the ASU System Board of Trustees.
8. Regular minutes of the meetings of the Board of Visitors shall be kept by each member institution.
9. The Chair of the member institution's Board of Visitors shall be invited by the Chancellor to attend all meetings of the ASU System Board of Trustees to support effective representation of each campus, and so that the Board of Visitors will have an enhanced understanding of the policies, procedures, and operation of the ASU System Board of Trustees.

(Adopted by the Arkansas State University System Board of Trustees on February 24, 2017, Resolution 17-02; revised March 11, 2022, Resolution 22-XX.)

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (the "ASU System") requests approval to refund certain outstanding bonds through the issuance of refunding bonds and to execute an official statement, bond purchase agreement, supplemental trust indenture, and related documents.

ISSUE: The Board of Trustees of the Arkansas State University System (the "Board") is authorized under the Constitution and laws of the State of Arkansas, including particularly Act No. 62 of 1947, as amended (codified at Arkansas Code Annotated Sections 6-62-301 *et seq.*) (the "Act") to borrow money for the purpose of acquiring, constructing, and equipping capital improvements and to refund bonds issued under the Act to finance such capital improvements.

BACKGROUND:

- The Board has previously issued (a) its Student Fee Revenue Refunding Bonds (Jonesboro Campus), Series 2012A (Federally Taxable) (the "2012A Bonds"), in the original principal amount of \$5,340,000; (b) its Student Fee Revenue Bonds (Jonesboro Campus), Series 2013A (Federally Taxable) (the "2013A Bonds"), in the original principal amount of \$11,130,000; and (c) its Student Fee Revenue Bonds (Jonesboro Campus), Series 2013B (the "2013B Bonds"), in the original principal amount of \$14,685,000, under the Act, for the purpose of financing and refinancing capital improvements on or for the campus of Arkansas State University–Jonesboro ("ASU-Jonesboro").
- The 2012A Bonds are in the outstanding principal amount of \$3,305,000 and are subject to optional redemption without penalty at any time.
- The 2013A Bonds are in the outstanding principal amount of \$8,755,000 and are subject to optional redemption without penalty on and after December 1, 2023.
- The 2013B Bonds are in the outstanding principal amount of \$12,305,000 and are subject to optional redemption without penalty on and after December 1, 2023.
- The ASU System and ASU-Jonesboro have recommended the refunding of the 2012A Bonds, the 2013A Bonds, and the 2013B Bonds (collectively, the "Bonds Refunded"), and the Board has

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

determined that the refunding of the Bonds Refunded (the "Refunding") should be accomplished and financed through the issuance of the Board's Student Fee Revenue Refunding Bonds (Jonesboro Campus) (the "Bonds").

- The Bonds are to be secured pursuant to a Trust Indenture dated as of December 1, 2010, as supplemented, between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").
- The Bonds are to be issued on the terms and in the form set forth in a Supplemental Trust Indenture (the "Supplemental Indenture").
- In order to proceed with the financing, it is necessary for the Board (i) to authorize the issuance and marketing of the Bonds; (ii) to authorize the President to deem final the Preliminary Official Statement and to authorize its use; (iii) to authorize the pricing of the Bonds and the execution of a Bond Purchase Agreement in connection therewith; and (iv) to authorize the execution of the Supplemental Indenture and related documents, all relating to the security and issuance of the Bonds.
- The Board intends to work with Friday, Eldredge & Clark, LLP as bond counsel and Stephens Inc. and Crews & Associates, Inc. as underwriters (collectively, the "Underwriters") for the Bonds.

RECOMMENDATION/RESOLUTION:

Be it resolved that, so long as the Refunding will produce an aggregate net present value savings of at least 4% of the aggregate refunded principal balance of the Bonds Refunded, the Board hereby approves, authorizes, and directs the issuance, execution, and delivery of the Bonds in an aggregate principal amount not greater than the amount needed to accomplish the Refunding and to pay the costs of issuing the Bonds and accomplishing the Refunding. The Bonds shall mature not later than December 1, 2043.

The Chair and Secretary of the Board and the President are hereby authorized to execute all documents necessary to the issuance of the Bonds, including without limitation:

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

- (a) the Supplemental Indenture, dated as of the date of the Bonds, between the Board and the Trustee, setting forth the terms and conditions of the Bonds and providing for the issuance of the Bonds;
- (b) a Bond Purchase Agreement, dated as of the date of execution, between the Board and the Underwriters, setting forth the purchase price (which shall include an Underwriters' discount not greater than 0.90%), and the other terms and conditions upon which the Bonds will be sold to the Underwriters; and
- (c) a Continuing Disclosure Agreement, dated as of the date of the Bonds, between the Board and the Trustee, setting forth certain obligations of the Board to make continuing disclosure of financial information and listed events to the secondary municipal marketplace, as set forth in Rule 15c2-12 of the Securities and Exchange Commission.

The Supplemental Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement shall be in substantially the form presented to the Board, but with such changes therein as shall be approved by the Chair or the President. The Board recognizes that certain revisions may be made to the Supplemental Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement prior to the issuance of the Bonds, and hereby authorizes the Chair or President to approve and accept such revisions, their signatures on each of such documents to constitute proof of their acceptance of such revisions. Specifically, the President is hereby authorized to (i) accept the final maturity schedule and interest rates for the Bonds, if he deems such rates and maturity schedule to be appropriate and within the authority granted by this Resolution, and execute the final Bond Purchase Agreement; and (ii) execute the Continuing Disclosure Agreement.

The Board hereby authorizes and ratifies the use of a Preliminary Official Statement in the marketing of the Bonds. The Preliminary Official Statement for the Bonds is hereby approved in substantially the form presented to the Board. The Board hereby authorizes the President to "deem final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement with such revisions as may be accepted by the President. The Board hereby further authorizes and approves the production of a final Official Statement, and authorizes and directs the President to execute and deliver the Official Statement, in such form as he deems acceptable and necessary to accomplish the issuance of the Bonds.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

The Chair and Secretary of the Board, the President, the Executive Vice President, and the Executive Vice Chancellor for Finance and Administration of ASU-Jonesboro are hereby authorized and directed to do any and all lawful things to effect the execution and delivery of the Bonds, the performance of all obligations of the Board and of ASU-Jonesboro, and the execution and delivery of all papers, documents, certificates, and other instruments of whatever nature that may be necessary or desirable for carrying out the authority conferred by this Resolution or evidencing the authority and its exercise. The Secretary of the Board is hereby authorized to acknowledge and attest the signatures of the Chair and to execute such other documents as may be required in connection with the issuance of the Bonds.

Niel Crowson, Secretary

Christy Clark, Chair

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM:

The Arkansas State University System (the "ASU System") requests approval to refund certain outstanding bonds through the issuance of refunding bonds and to execute an official statement, bond purchase agreement, trust indenture, and related documents.

ISSUE:

The Board of Trustees of the Arkansas State University System (the "Board") is authorized under the Constitution and laws of the State of Arkansas, including particularly Act No. 62 of 1947, as amended (codified at Arkansas Code Annotated Sections 6-62-301 *et seq.*) (the "Act"), to borrow money for the purpose of acquiring, constructing, and equipping capital improvements and to refund bonds issued under the Act to finance such capital improvements.

BACKGROUND:

- The following bonds have been issued for the benefit of Henderson State University and are currently outstanding: (a) Board of Trustees of Henderson State University Auxiliary Enterprises Revenue Secured Bonds, Series 2014 (the "2014 Bonds"), in the original principal amount of \$33,000,000; (b) Board of Trustees of Henderson State University Student Fee Secured Refunding Bonds, Series 2015 (the "2015 Bonds"), in the original principal amount of \$3,780,000; (c) Board of Trustees of Henderson State University Student Fee Secured Refunding Bonds, Series 2016 (the "2016 Bonds"), in the original principal amount of \$6,465,000; (d) Board of Trustees of Henderson State University Auxiliary Enterprises Revenue Secured Refunding Bonds, Series 2017A (the "2017A Bonds"), in the original principal amount of \$7,005,000; (e) Board of Trustees of Henderson State University Auxiliary Enterprises Revenue Secured Refunding Bonds, Series 2017B (the "2017B Bonds"), in the original principal amount of \$3,315,000; and (f) Board of Trustees of Henderson State University Auxiliary Enterprises Revenue Secured Bond, dated August 14, 2018, (the "2018 Bond"), in the original principal amount of \$1,000,000.
- The 2014 Bonds are in the outstanding principal amount of \$27,185,000 and are subject to optional redemption without penalty on and after November 1, 2022.
- The 2015 Bonds are in the outstanding principal amount of \$1,280,000 and are subject to optional redemption without penalty at any time.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

- The 2016 Bonds are in the outstanding principal amount of \$4,670,000 and are subject to optional redemption without penalty at any time.
- The 2017A Bonds are in the outstanding principal amount of \$5,720,000 and are subject to optional redemption without penalty on and after January 15, 2023.
- The 2017B Bonds are in the outstanding principal amount of \$2,700,000 and are subject to optional redemption without penalty on and after March 1, 2023.
- The 2018 Bond is in the outstanding principal amount of \$663,050.92 and is subject to optional redemption without penalty at any time.
- The ASU System and Henderson State University have recommended the refunding of the 2015 Bonds and the 2016 Bonds (collectively, the "2022A Bonds Refunded"), and the Board has determined that the refunding of the 2022A Bonds Refunded (the "2022A Refunding") should be accomplished and financed through the issuance of the Board's Various Facilities Revenue Refunding Bonds (Henderson State University Campus), Series 2022A (the "2022A Bonds").
- The ASU System and Henderson State University have recommended the refunding of the 2014 Bonds, the 2017A Bonds, the 2017B Bonds, and the 2018 Bond (collectively, the "2022B Bonds Refunded"), and the Board has determined that the refunding of the 2022B Bonds Refunded (the "2022B Refunding") should be accomplished and financed through the issuance of the Board's Various Facilities Revenue Refunding Bonds (Henderson State University Campus), Taxable Series 2022B (the "2022B Bonds").
- The 2022A Bonds and the 2022B Bonds (collectively, the "Bonds") are to be secured pursuant to a Trust Indenture, between the Board and Simmons Bank, as trustee (the "Trustee").
- The Bonds are to be issued on the terms and in the form set forth in the Indenture.
- In order to proceed with the financing, it is necessary for the Board (i) to authorize the issuance and marketing of the Bonds; (ii) to authorize the President to deem final the Preliminary Official Statement and to authorize its use; (iii) to authorize the pricing of the Bonds and the execution of a Bond Purchase Agreement in connection therewith; and (iv) to authorize the execution of the Indenture and related documents, all relating to the security and issuance of the Bonds.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

- The Board intends to work with Friday, Eldredge & Clark, LLP as bond counsel and Stephens Inc. and Crews & Associates, Inc. as underwriters (collectively, the "Underwriters") for the Bonds.

RECOMMENDATION/RESOLUTION:

Be it resolved that, so long as the 2022A Refunding and the 2022B Refunding will produce an aggregate net present value savings, the Board hereby approves, authorizes, and directs the issuance, execution, and delivery of (a) the 2022A Bonds in an aggregate principal amount not greater than the amount needed to accomplish the 2022A Refunding and to pay the costs of issuing the 2022A Bonds and accomplishing the 2022A Refunding and (b) the 2022B Bonds in an aggregate principal amount not greater than the amount needed to accomplish the 2022B Refunding and to pay the costs of issuing the 2022B Bonds and accomplishing the 2022B Refunding. The 2022A Bonds shall mature not later than November 1 2031, and the 2022B Bonds shall mature not later than November 1, 2039.

The Chair and Secretary of the Board and the President are hereby authorized to execute all documents necessary to the issuance of the Bonds, including without limitation:

- (a) the Indenture, dated as of the date of the Bonds, between the Board and the Trustee, setting forth the terms and conditions of the Bonds and providing for the issuance of the Bonds;
- (b) a Bond Purchase Agreement, dated as of the date of execution, between the Board and the Underwriters, setting forth the purchase price (which shall include an Underwriters' discount not greater than 0.90%) and the other terms and conditions upon which the Bonds will be sold to the Underwriters; and
- (c) a Continuing Disclosure Agreement, dated as of the date of the Bonds, between the Board and the Trustee, setting forth certain obligations of the Board to make continuing disclosure of financial information and listed events to the secondary municipal marketplace, as set forth in Rule 15c2-12 of the Securities and Exchange Commission.

The Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement shall be in substantially the form presented to the Board, but with such changes therein as shall be approved by the Chair or the President. The Board recognizes that certain revisions may be made

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

to the Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement prior to the issuance of the Bonds, and hereby authorizes the Chair or President to approve and accept such revisions, their signatures on each of such documents to constitute proof of their acceptance of such revisions. Specifically, the President is hereby authorized to (i) accept the final maturity schedules and interest rates for the Bonds, if he deems such rates and maturity schedules to be appropriate and within the authority granted by this Resolution, and execute the final Bond Purchase Agreement, and (ii) execute the Continuing Disclosure Agreement.

The Board hereby authorizes and ratifies the use of a Preliminary Official Statement in the marketing of the Bonds. The Preliminary Official Statement for the Bonds is hereby approved in substantially the form presented to the Board. The Board hereby authorizes the President to "deem final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement with such revisions as may be accepted by the President. The Board hereby further authorizes and approves the production of a final Official Statement, and authorizes and directs the President to execute and deliver the Official Statement, in such form as he deems acceptable and necessary to accomplish the issuance of the Bonds.

The Chair and Secretary of the Board, the President, the Executive Vice President, and the Vice Chancellor for Finance and Administration of Henderson State University are hereby authorized and directed to do any and all lawful things to effect the execution and delivery of the Bonds, the performance of all obligations of the Board and of Henderson State University, and the execution and delivery of all papers, documents, certificates, and other instruments of whatever nature that may be necessary or desirable for carrying out the authority conferred by this Resolution or evidencing the authority and its exercise. The Secretary of the Board is hereby authorized to acknowledge and attest the signatures of the Chair and to execute such other documents as may be required in connection with the issuance of the Bonds.

Niel Crowson, Secretary

Christy Clark, Chair

EXECUTIVE SUMMARY

Contact: Len Frey (870) 972-3033

ACTION ITEM: Arkansas State University (A-State) requests approval to apply for federal grant funding from the Transportation Alternatives Program for support of the Campus Loop Trail in Jonesboro.

ISSUE: A resolution from the Arkansas State University System Board of Trustees is required to apply for this grant.

BACKGROUND:

- A-State understands that federal Transportation Alternatives Program funds are available at 80% federal participation and 20% local match/in-kind labor to develop or improve the Campus Loop Trail.
- Federal funds are available for this project on a reimbursable basis, requiring work to be accomplished, as well as proof of payment, prior to actual monetary reimbursement.
- The Campus Loop Trail, using federal funding, will be open and available for use by the general public and will be maintained by A-State for the life of the project.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to apply for federal grant funding from the Transportation Alternatives Program for support of the Campus Loop Trail in Jonesboro. The ASU System Board of Trustees pledges its full backing and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project. A-State will participate in accordance with its designated responsibility, including maintenance of this project. The A-State Executive Vice Chancellor for Finance and Administration & COO is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project, effective immediately.

Niel Crowson, Secretary

Christy Clark, Chair

EXECUTIVE SUMMARY

Contact: Jason Goodner (501) 882-4475

ACTION ITEM: Arkansas State University-Beebe (ASUB) requests approval to offer a Technical Certificate and a Certificate of Proficiency in Teaching.

ISSUE: The ASU System Board of Trustees must approve the offering of any new degree.

BACKGROUND:

- The proposal for a Technical Certificate and a Certificate of Proficiency in Teaching was developed based on the need to address a prolonged K-12 educator shortage in Arkansas. ASU-Beebe is participating in the Arkansas Educator Pipeline project, a partnership between the Arkansas Division of Higher Education and the Arkansas Division of Elementary and Secondary Education, seeking to increase the number of candidates entering the teaching profession.
- The certificate programs are designed to provide additional pathways to educator licensure through short-term program completion. ASUB currently offers an Associate of Science in Education.
- No new funding is required.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Beebe is approved to offer a Technical Certificate and a Certificate of Proficiency in Teaching, effective fall semester of 2022.

Niel Crowson, Secretary

Christy Clark, Chair

**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Recognizing the Significant Contributions of
Charlotte Lacy
to Arkansas State University-Beebe Heber Springs

WHEREAS, the Board of Trustees has retained unto itself the authority to name facilities of the campuses within the Arkansas State University System in honor of individuals who have significantly distinguished themselves through service to and support of the System; and

WHEREAS, Charlotte Lacy played an important visionary role in the building and establishment of the Heber Springs campus of ASU-Beebe; served as an educator in the Heber Springs area for many years, and made an impact in the lives of many young people; additionally serving as a founding member of the ASU-Beebe Heber Springs Development Council until the time of her passing; and

WHEREAS, the family of Charlotte Lacy has given a significant contribution in her honor to the ASU-Beebe Heber Springs Campus of a magnitude worthy of special gratitude and lasting recognition;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Arkansas State University System, that the flag plaza on the ASU-Beebe Heber Springs Campus shall be known henceforth as the:

Charlotte Lacy Flag Plaza

DULY ADOPTED AND APPROVED this 11th day of March 2022

Christy Clark, Chair

Price Gardner, Vice Chair

Niel Crowson, Secretary

Steve Eddington, Member

Robert G. Rudolph, Jr., Member

Paul Rowton, Member

Jerry Morgan, Member

Charles L. Welch, President

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University-Mountain Home (ASUMH) to grant two easements to the City of Mountain Home ("City").

ISSUE: The ASU System Board of Trustees must approve all easements on System property.

BACKGROUND:

- ASUMH is currently developing the James and Sally Moore Recreational Trail. At the same time, the City is taking steps to prepare a connecting trail that will link the McCabe Park Trail with the James and Sally Moore Recreational Trail.
- In order to link the two trails, the City requests an easement across a portion of the ASUMH property to connect to the Highway 412 bypass bridge.
- The City also requests a second easement that will link the James and Sally Moore Recreational Trail to a portion of the City's connecting trail and will ultimately lead to Mountain Home High School.
- The two proposed easements, along with their descriptions and images, are attached to this resolution.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Mountain Home is approved to grant two easements to the City of Mountain Home, as described above.

Niel Crowson, Secretary

Christy Clark, Chair

Agenda Item 5

Trail Update and Easement Approval

Summary Statement: The James and Sally Moore Recreational Trail is nearing completion. The City of Mountain Home is also anticipating approval of the connecting trail that will link the McCabe Park Trail with the ASUMH Trail. As a result, the necessary easement is being requested to proceed from our existing trail to the 412 bypass bridge. An easement is also being requested to link the ASUMH Trail to the proposed City Trail which will move up the creek to the Mountain Home High School.

Recommendation: Approval of the easements requested for the two trail connections.

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That for and in consideration of a donation to the undersigned, Arkansas State University, GRANTOR(S), does hereby grant, bargain, sell and convey unto **City of Mountain Home, AR**, GRANTEE(S), and unto its successor and assigns forever, a right-of-way and easement to build, maintain and use a multi-purpose recreational trail, along with any and all drainage structures and necessary appurtenances thereto with right of ingress and egress, in perpetuity for all members of the general public, to and from the same, on, over, across and under the following described real estate situated in **Baxter** County, Arkansas, to wit:

EASEMENT DESCRIPTION:

A TWENTY (20) FOOT WIDE TRAIL EASEMENT LOCATED IN THE NORTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 13 WEST, BAXTER COUNTY, ARKANSAS, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF THE NW1/4 SW1/4 SECTION 16, TOWNSHIP 19 NORTH, RANGE 13 WEST, THEN GO N01°54'55"E 119.81 FEET TO THE POINT OF BEGINNING (POB).
STARTING AT THE POB GO S39°34'34"E 10.08 FEET, THEN ALONG A CURVE TO THE LEFT A DISTANCE OF 66.36 FEET WITH A RADIUS OF 90.00 FEET, A CHORD BEARING OF N60°41'41"E AND CHORD DISTANCE OF 64.85 FEET TO THE WEST RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 62 BYPASS, STARTING AT STATION 18+95.29, TRAVERSE ACROSS SAID ROW BY TRAVELING ALONG A CURVE TO THE LEFT A DISTANCE OF 91.71 FEET WITH A RADIUS OF 90.00 FEET, A CHORD BEARING OF N69°01'04"E AND A CHORD DISTANCE OF 87.80 FEET; THEN GO N39°49'32"E 45.48 FEET; THEN GO ALONG A CURVE TO THE RIGHT A DISTANCE OF 42.67 FEET WITH A RADIUS OF 500.00 FEET, A CHORD BEARING N42°16'13"E AND A CHORD DISTANCE OF 42.66 FEET; THEN GO N44°42'54"E 41.13 FEET TO THE C/L OF HIGHWAY 62 BY-PASS AT STATION 21+16.13; THEN CONTINUE N44°42'54"E 95.26 FEET; THEN GO ALONG A CURVE TO THE RIGHT A DISTANCE OF 21.40 FEET WITH A RADIUS OF 500 FEET, A CHORD BEARING N45°56'28"E AND A CHORD DISTANCE OF 21.39 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID ARKANSAS STATE HIGHWAY 62 BYPASS ROW AT STATION 22+32.62; THENCE TRAVERSING ACROSS ARKANSAS STATE UNIVERSITY PROPERTY, GO ALONG A CURVE TO THE RIGHT A DISTANCE OF 41.08 FEET WITH A RADIUS OF 500 FEET, A CHORD BEARING N49°31'18"E AND A CHORD DISTANCE OF 41.09 FEET; THEN GO N51°52'39"E 44.50 FEET; THEN GO ALONG A CURVE TO THE LEFT A DISTANCE OF 85.69 FEET WITH A RADIUS OF 200.00 FEET, A CORD BEARING N39°36'14"E AND A

CHORD DISTANCE OF 85.03 FEET; THEN GO N27°19'48"E 117.60 FEET; THEN GO ALONG A CURVE TO THE RIGHT A DISTANCE OF 65.23 FEET WITH A RADIUS OF 180.00 FEET, A CHORD BEARING N37°47'48"E AND A CHORD DISTANCE OF 64.36 FEET; THEN GO N48°05'42"E A 65.19 FEET; THEN GO ALONG A CURVE TO THE LEFT A DISTANCE OF 68.21 FEET WITH A RADIUS OF 50.00 FEET, A CHORD BEARING OF N9°0'53"E AND A CHORD DISTANCE OF 63.04 FEET; THENCE N30°03'55"W 44.72 FEET TO THE END OF THE EASEMENT. THE TWENTY-FOOT WIDE EASEMENT CONTAINS 0.23 ACRES ML.

To have and to hold the same unto said Grantee(s) and to its successors and assigns forever or until said right-of-way is finally abandoned.

And Grantor(s) hereby covenant with the said Grantee(s) that they will forever warrant and defend the title to said lands and property against the lawful claims of any and all person whomever.

In accordance with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor(s) has the right to receive just compensation for the subject property. Also, the Grantor(s) is entitled to an appraisal of the subject property. Execution of the agreement will release the City of Mountain Home, AR, from the obligation of providing just compensation and an appraisal.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee(s) is without the authority to make any covenant or agreement not herein expressed.

WITNESS my/our hand(s) and seal(s) on this ____ day of _____, 20____.

Grantor

Grantor

ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

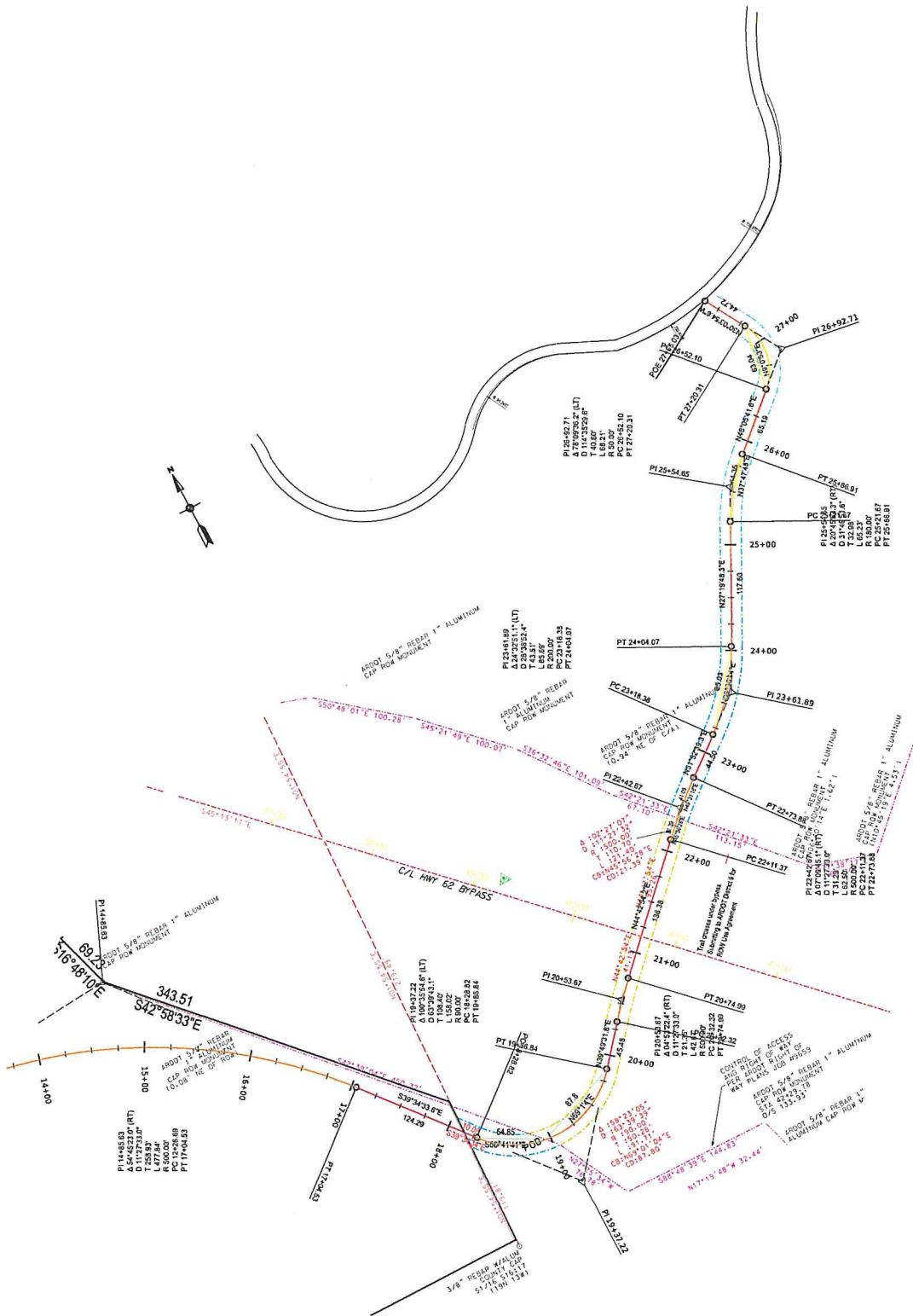
BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the county and state aforementioned, duly commissioned and acting, _____

_____, to me well known as the Grantor(s) in the foregoing Easement, and stated that he/she/they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

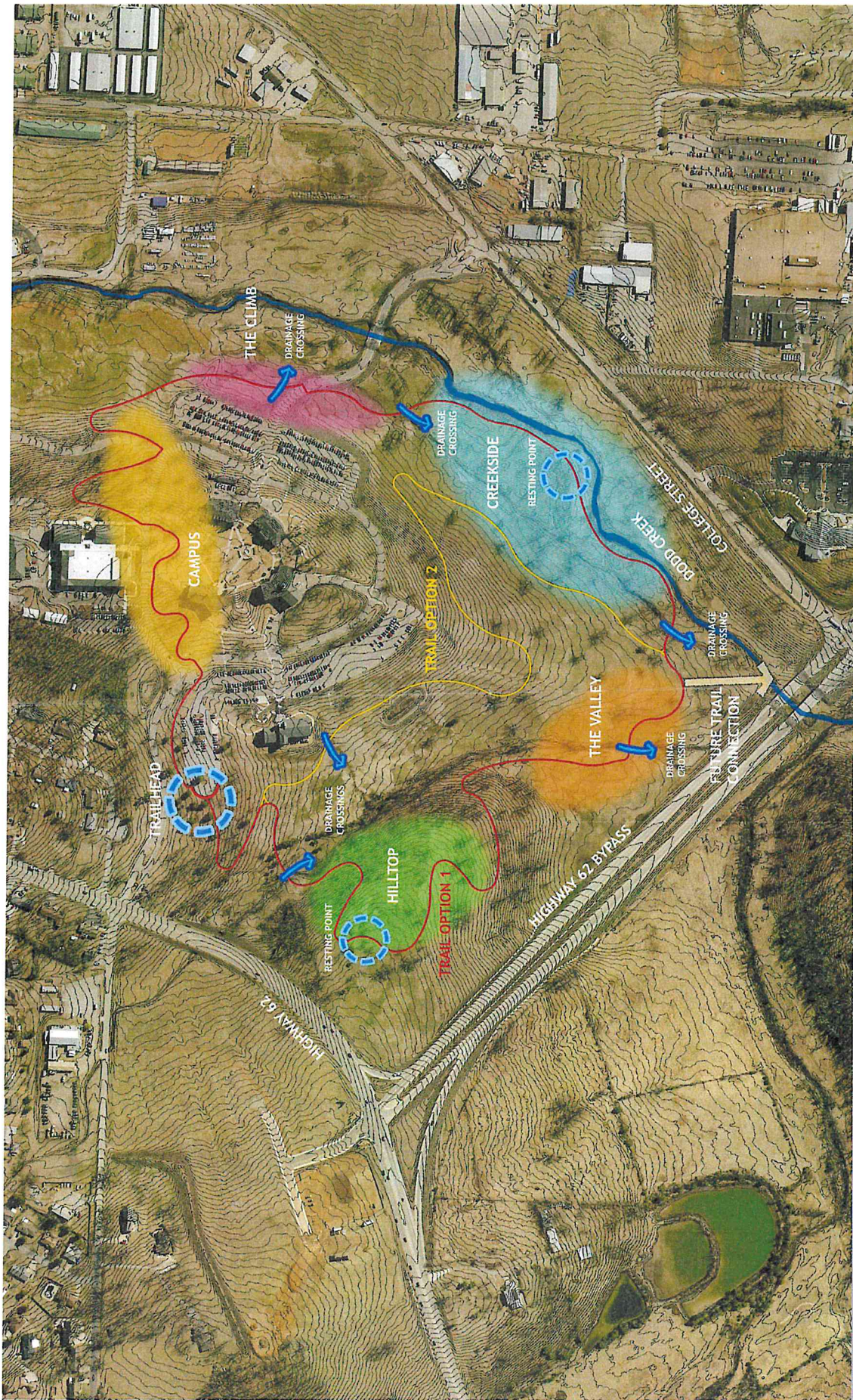


Print Date: JANUARY 13, 2022 Drawing File Name: Horiz. Scale: 1" = 50'	Sheet Revisions		As Constructed	Plan	Project Number Integrated Highway
	Date:	Comments:			

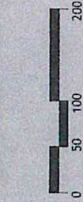
MTN. HOME MCBABE PARK TRAILS PH2 (RTP-19)(S)
ROW EASEMENT



This is the proposed
location for the
Right of Way Agreement



TRAIL AT DODD CREEK | PROPOSED TRAIL OPTIONS
 ASU - MOUNTAIN HOME, AR | June 2019 | Scale 1" = 100'



EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That for and in consideration of a donation to the undersigned, Arkansas State University, GRANTOR(S), does hereby grant, bargain, sell, donate and convey unto **City of Mountain Home, AR**, GRANTEE(S), and unto its successor and assigns forever, a right-of-way and easement to build, maintain and use a multi-purpose recreational trail, along with any and all drainage structures and necessary appurtenances thereto with right of ingress and egress, in perpetuity for all members of the general public, to and from the same, on, over, across and under the following described real estate situated in **Baxter** County, Arkansas, to wit:

EASEMENT DESCRIPTION:

A TWENTY (20) FOOT WIDE EASEMENT LOCATED IN THE NW1/4 OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 13 WEST, BAXTER COUNTY, ARKANSAS, CENTERED ON A LINE DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE NW1/4 NW1/4 SECTION 16, TOWNSHIP 19 NORTH, RANGE 13 WEST, THENCE S20°32'1"W 249.05 FEET TO THE POINT OF BEGINNING. STARTING AT THE POB TRAVEL ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 95.00 FEET AND ARC LENGTH OF 59.35 FEET, SUBTENDED BY A CORD BEARING S70°2'59"E FOR A DISTANCE OF 58.39 FEET, THEN S52°09'10"E A DISTANCE OF 8.91 FEET, THEN ALONG A CURVE TO THE LEFT WITH A RADIUS OF 100.40 FEET AND ARC LENGTH OF 221.15 FEET, SUBTENDED BY A CORD BEARING N64°44'51"E FOR A DISTANCE OF 179.08 FEET, THEN N01°38'51"E A DISTANCE OF 73.84 FEET, THEN ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET AND ARC LENGTH OF 71.79 FEET, SUBTENDED BY A CORD BEARING N11°55'51"E FOR A DISTANCE OF 71.41 FEET, THEN N22°12'51"E A DISTANCE OF 8.98 FEET, THEN ALONG A CURVE TO THE LEFT WITH A RADIUS OF 180.00 FEET AND ARC LENGTH OF 76.34 FEET, SUBTENDED BY A CORD BEARING N10°03'51"E FOR A DISTANCE OF 75.77 FEET, THEN N02°05'10"W A DISTANCE OF 167.53 FEET, THEN ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 215.00 FEET AND ARC LENGTH OF 91.20 FEET, SUBTENDED BY A CORD BEARING N08°05'37"E FOR A DISTANCE OF 90.54 FEET, THEN N19°58'26"E A DISTANCE OF 14.48 FEET, THEN ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET AND ARC LENGTH OF 149.42 FEET, SUBTENDED BY A CORD BEARING N01°25'43"W FOR A DISTANCE OF 145.97 FEET, THEN N22°49'52"W A DISTANCE OF 104.18 FEET, THEN ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 600.00 FEET AND ARC LENGTH OF 100.60 FEET, SUBTENDED BY A CORD BEARING N18°01'39"W FOR A DISTANCE OF 100.49 FEET, THEN N13°13'27"W A DISTANCE OF 15.01 FEET, THEN ALONG A CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET AND ARC LENGTH OF 126.67 FEET,

SUBTENDED BY A CORD BEARING N27°44'20"W FOR A DISTANCE OF 125.32 FEET, THEN N42°15'14"W A DISTANCE OF 11.37 FEET THEN ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET AND ARC LENGTH OF 85.63 FEET, SUBTENDED BY A CORD BEARING N25°54'00"W FOR A DISTANCE OF 84.47 FEET THEN N09°32'47"W A DISTANCE OF 40.20 FEET TO THE SOUTHERN BOUNDARY OF THE WADE STREET ROW, WHICHEVER COMES FIRST. THE TWENTY-FOOT WIDE EASEMENT CONTAINS 0.67 ACRES ML.

To have and to hold the same unto said Grantee(s) and to its successors and assigns forever or until said right-of-way is finally abandoned.

And Grantor(s) hereby covenant with the said Grantee(s) that they will forever warrant and defend the title to said lands and property against the lawful claims of any and all person whomever.

In accordance with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor(s) has the right to receive just compensation for the subject property. Also, the Grantor(s) is entitled to an appraisal of the subject property. Execution of the agreement will release the City of Mountain Home, AR, from the obligation of providing just compensation and an appraisal.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee(s) is without the authority to make any covenant or agreement not herein expressed.

WITNESS my/our hand(s) and seal(s) on this ____ day of _____, 20____.

Grantor

Grantor

ACKNOWLEDGMENT

STATE OF _____)

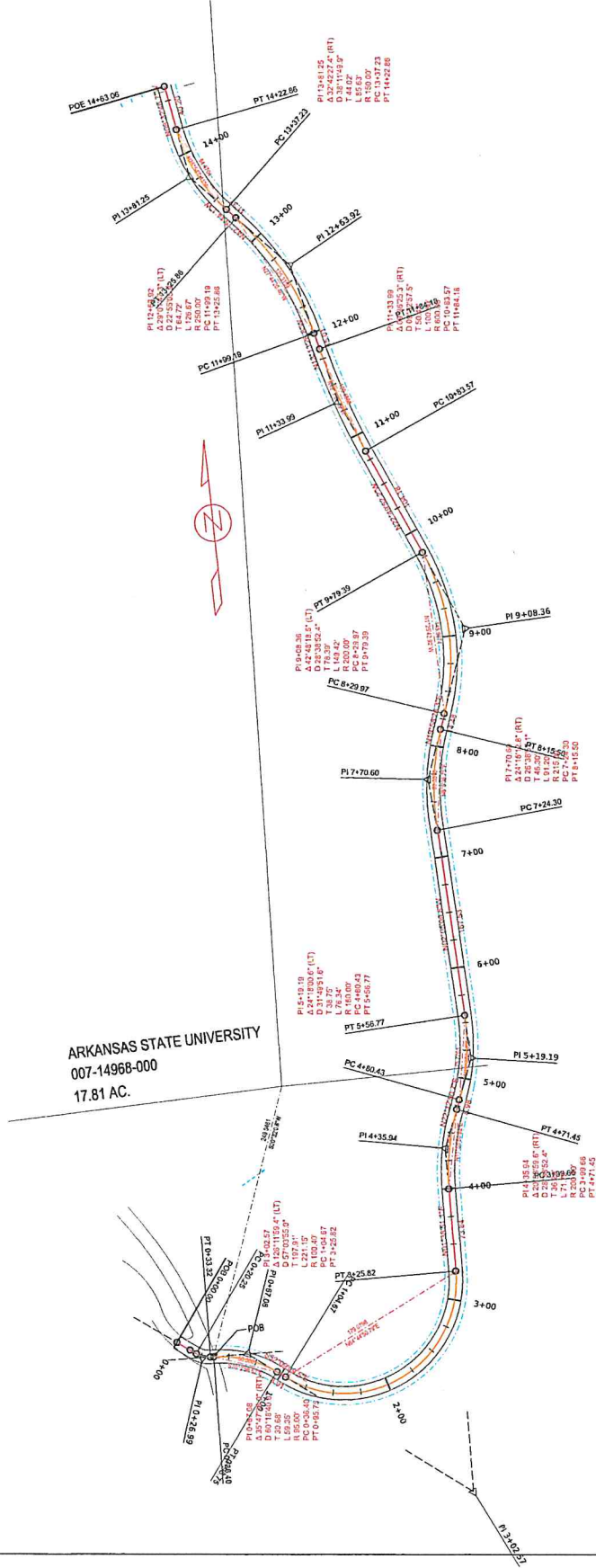
) SS:

COUNTY OF _____)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the county and state aforementioned, duly commissioned and acting, _____, to me well known as the Grantor(s) in the foregoing Easement, and stated that he/she/they had executed the same for the consideration and purposes therein mentioned and set forth.

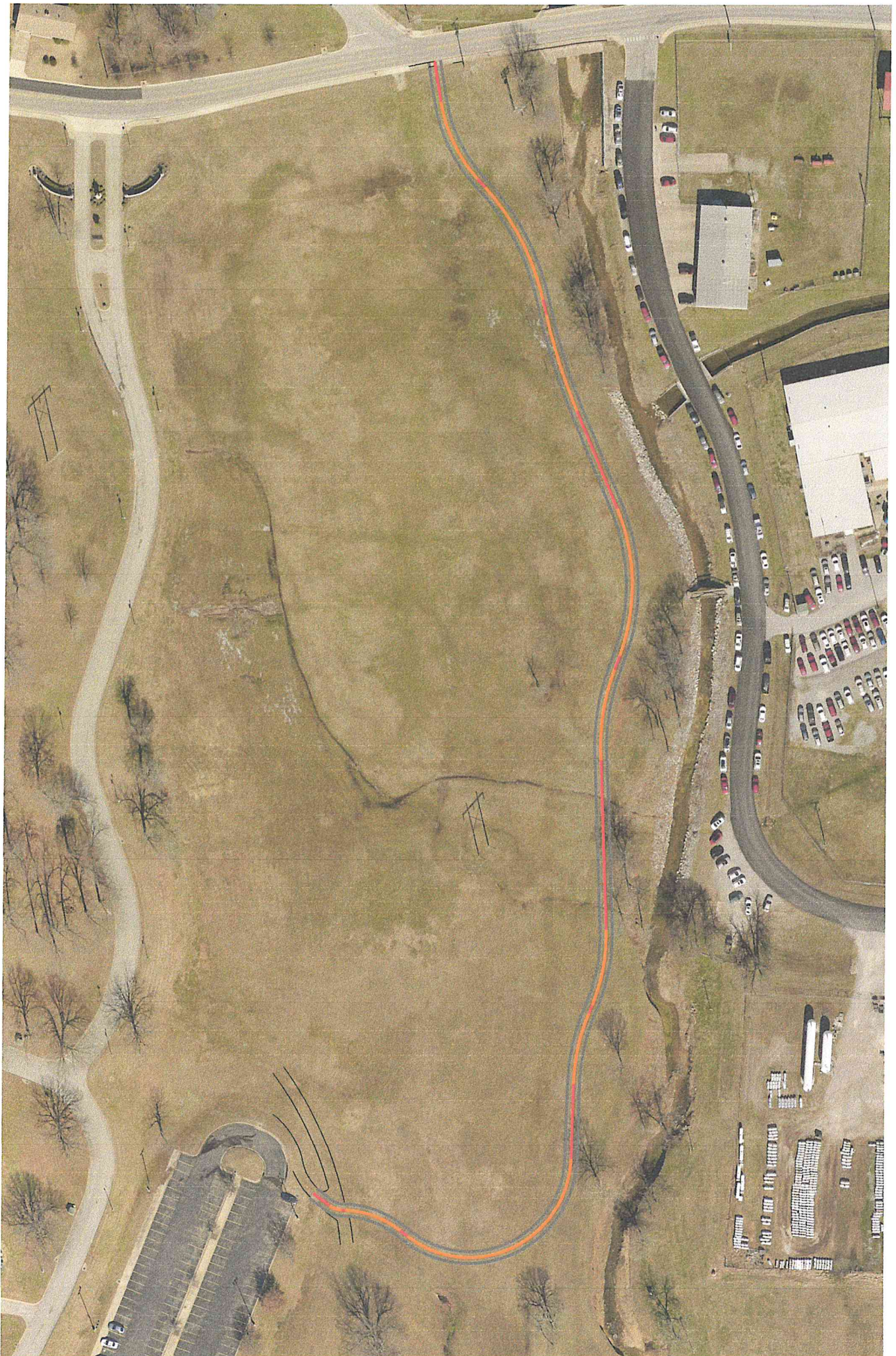
WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.
MY COMMISSION EXPIRES:

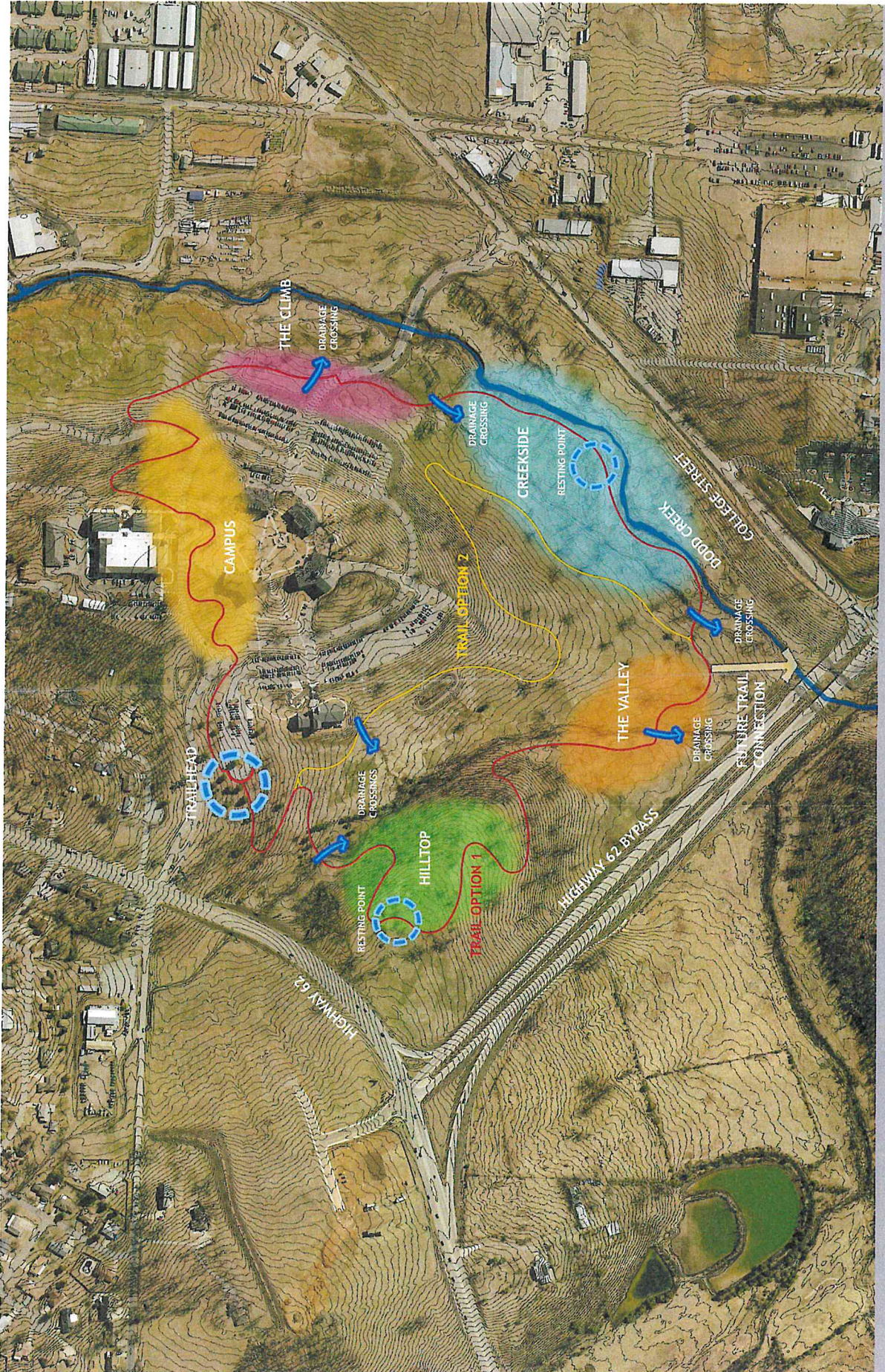
NOTARY PUBLIC



Print Date: JANUARY 25, 2022 Drawing File Name: Horiz. Scale: 1" = 50'		Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Date:	Comments	Init.				As Constructed Revision No.: Revised By: Date:		Plan Designer: A.L. Detailer:		Project Number Integrated Highway Sheet Number	
Date:	Comments	Init.													

MTN. HOME McCABE PARK TRAILS PH.2 (RTP-19)(S)
 ROW EASEMENT





TRAIL AT DODD CREEK | PROPOSED TRAIL OPTIONS

ASU - MOUNTAIN HOME, AR | June 2019 | Scale 1"=100'



EXECUTIVE SUMMARY

Contact: Robin Myers (870) 508-6101

ACTION ITEM: Arkansas State University-Mountain Home (ASUMH) requests approval to apply for federal grant funding from the Transportation Alternatives Program for support of the Walking and Biking Trail.

ISSUE: A resolution from the Arkansas State University System Board of Trustees is required to apply for this grant.

BACKGROUND:

- ASUMH understands that federal Transportation Alternatives Program funds are available at 80% federal participation and 20% local match/in-kind labor to develop or improve the Walking and Biking Trail.
- Federal funds are available for this project on a reimbursable basis, requiring work to be accomplished, as well as proof of payment, prior to actual monetary reimbursement.
- The Walking and Biking Trail, using federal funding, will be open and available for use by the general public and will be maintained by ASUMH for the life of the project.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Mountain Home is approved to apply for federal grant funding from the Transportation Alternatives Program for support of the Walking and Biking Trail. The ASU System Board of Trustees pledges its full backing and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project. ASUMH will participate in accordance with its designated responsibility, including maintenance of this project. The Chancellor of ASUMH is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project, effective immediately.

Niel Crowson, Secretary

Christy Clark, Chair

**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Recognizing the Significant Contributions of
Kenny and Laura Newth
to Arkansas State University-Mountain Home

WHEREAS, the Board of Trustees has retained unto itself the authority to name facilities of campuses within the Arkansas State University System in honor of individuals who have significantly distinguished themselves through service to and support of the System; and

WHEREAS, Kenny and Laura Newth have been faithful patrons of ASU-Mountain Home, as evidenced by their generous support of scholarships and building projects on campus; and

WHEREAS, Kenny and Laura Newth have long been actively involved in sports events in Mountain Home, and desire to see more opportunities for outdoor activities on campus; and

WHEREAS, the Newths have given a significant contribution to ASU-Mountain Home of a magnitude worthy of special gratitude and lasting recognition;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Arkansas State University System, that the disc golf course on the campus of ASU-Mountain Home shall be known henceforth as the:

Kenny and Laura Newth Disc Golf Course

DULY ADOPTED AND APPROVED this 11th day of March 2022

Christy Clark, Chair

Price Gardner, Vice Chair

Niel Crowson, Secretary

Steve Eddington, Member

Robert G. Rudolph, Jr., Member

Paul Rowton, Member

Jerry Morgan, Member

Charles L. Welch, President

EXECUTIVE SUMMARY

Contact: Adam Adair (870) 512-7801

ACTION ITEM: Arkansas State University-Newport (ASUN) requests approval to apply for federal grant funding from the Recreational Trails Program for support of a campus loop trail.

ISSUE: A resolution from the Arkansas State University System Board of Trustees is required to apply for this grant.

BACKGROUND:

- ASUN understands that federal Recreational Trails Program funds are available at 80% federal participation and 20% local match/in-kind labor to develop or improve a campus loop trail.
- Federal funds are available for this project on a reimbursable basis, requiring work to be accomplished, as well as proof of payment, prior to actual monetary reimbursement.
- The campus loop trail, using federal funding, will be open and available for use by the general public and will be maintained by ASUN for the life of the project.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Newport is approved to apply for federal grant funding from the Recreational Trails Program for support of a campus loop trail. The ASU System Board of Trustees pledges its full backing and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project. ASUN will participate in accordance with its designated responsibility, including maintenance of this project. The ASUN Vice Chancellor for Finance and Administration is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project, effective immediately.

Niel Crowson, Secretary

Christy Clark, Chair

EXECUTIVE SUMMARY

Contact: Adam Adair (870) 512-7801

ACTION ITEM: Arkansas State University-Newport (ASUN) requests approval to apply for federal grant funding from the Transportation Alternatives Program for support of a campus loop trail.

ISSUE: A resolution from the Arkansas State University System Board of Trustees is required to apply for this grant.

BACKGROUND:

- ASUN understands that federal Transportation Alternatives Program funds are available at 80% federal participation and 20% local match/in-kind labor to develop or improve a campus loop trail.
- Federal funds are available for this project on a reimbursable basis, requiring work to be accomplished, as well as proof of payment, prior to actual monetary reimbursement.
- The campus loop trail, using federal funding, will be open and available for use by the general public and will be maintained by ASUN for the life of the project.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Newport is approved to apply for federal grant funding from the Transportation Alternatives Program for support of a campus loop trail. The ASU System Board of Trustees pledges its full backing and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project. ASUN will participate in accordance with its designated responsibility, including maintenance of this project. The ASUN Vice Chancellor for Finance and Administration is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project, effective immediately.

Niel Crowson, Secretary

Christy Clark, Chair

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval for Henderson State University (HSU) to donate property located on its campus.

ISSUE: The Board of Trustees must approve all donations of University property.

BACKGROUND:

- On November 3, 2021, the Arkansas Department of Transportation (ARDOT) passed Minute Order 2021-089, which included designs to widen Highway 67 (North 10th Street), making it three lanes.
- A portion of the Highway 67 expansion project will impact the areas next to the HSU campus.
- In order to accomplish this expansion, ARDOT requests that HSU agrees to donate the said land to ARDOT. While current design plans have not been finalized, it is anticipated that the land to be donated lies at the front of the Barkman House property that runs along 10th Street.
- ARDOT has pledged to cooperate with HSU and other interested parties in the ultimate design of this expansion.
- HSU's leadership believes that this project will be of benefit to the campus and is supportive of this endeavor.
- The Supplemental Agreement of Understanding is attached to this resolution. In order for ARDOT to proceed, HSU must execute this document.

RECOMMENDATION/RESOLUTION:

Be it resolved that Henderson State University is approved to execute the Supplemental Agreement of Understanding and donate property necessary for accomplishing this project. The President of the System, or the President's designee, is authorized to sign all documents necessary to complete this transaction.

Niel Crowson, Secretary

Christy Clark, Chair

ARKANSAS STATE HIGHWAY COMMISSION

ROBERT S. MOORE, JR.
CHAIRMAN
ARKANSAS CITY



KEITH GIBSON
FORT SMITH

DALTON A. FARMER, JR.
VICE CHAIRMAN
JONESBORO

MARIE HOLDER
LITTLE ROCK

PHILIP TALDO
SPRINGDALE

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ARDOT.gov • www.IDriveArkansas.com

LORIE H. TUDOR, P.E.
DIRECTOR

December 3, 2021

The Honorable Troy Tucker
Clark County Judge
401 Clay Street
Arkadelphia, AR 71923

Dear Judge Tucker:

Reference is made to the partnering projects for the Arkadelphia Bypass and Highway 51 Improvements with the City of Arkadelphia and Clark County.

I am pleased to inform you that in their November 3, 2021 meeting, the Highway Commission passed Minute Order No. 2021-089 agreeing to include the additional widening of Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to Henderson Street into the Arkadelphia Bypass project.

With the willingness of Ouachita Baptist University and Henderson State University to donate necessary right of way for this additional widening, the original partnering Agreement of Understanding (enclosed), must be modified. A Supplemental Agreement has been prepared to address the modification. In order to proceed, the Supplemental Agreement must be signed by you, Ouachita Baptist University and Henderson State University and returned to the Department. A copy of the executed Supplemental Agreement will be returned to all parties.

Thank you for partnering with the Department on these important improvements and for your continued support of Arkansas' transportation system. If you have any questions, please contact Jessie Jones, Division Engineer – Program Management, at (501) 569-2262.

Sincerely,

A handwritten signature in blue ink that reads "Lorie H. Tudor".

Lorie H. Tudor, P.E.
Director

Enclosures

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Program Management
Roadway Design

System Information and Research
Transportation Planning and Policy
District 7
Mr. Gary Brinkley, Arkadelphia City Manager
Dr. Ben Sells, Ouachita Baptist University
Dr. Charles L. Welch, Arkansas State University System

AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF ARKADELPHIA
AND
CLARK COUNTY
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO

Design and construction of the **Arkadelphia Bypass and Highway 51 Improvements** in Arkadelphia, Clark County, (hereinafter called the "Projects").

WHEREAS, the City of Arkadelphia (hereinafter called the "City"), Clark County (hereinafter called the "County"), and the Arkansas Department of Transportation (hereinafter called the "Department") have identified the need to construct a bypass system around the southeastern portion of the City and to widen Highway 51 between 26th Street and Highway 67; and

WHEREAS, the City and County have expressed interest in partnering with the Department for the design and construction of these improvements; and

WHEREAS, the City passed Resolution No. R-15-01 agreeing to accept ownership of the portion of Highway 51 (Pine Street) between Interstate 30 and Highway 67 upon completion of the bypass and the widening of Highway 51; and

WHEREAS, the County has agreed to contribute 20 percent of the total project costs, up to a maximum of \$8 million, towards the Arkadelphia Bypass project; and

WHEREAS, it has also been determined that a temporary traffic signal will be constructed at the intersection of Highway 51 and Professional Park Drive to assist in traffic flow in the interim; and

WHEREAS, Arkansas State Highway Commission Minute Order 2017-025 has authorized the Director to enter into the necessary agreements with local agencies, and to proceed with surveys, plans, and construction of the improvements as funds become available.

IT IS HEREBY AGREED that the City, the County, and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for hiring an engineering firm to prepare construction plans for the temporary traffic signal at the intersection of Highway 51 and Professional Park Drive. All costs expended by the City towards this design will count towards the County's \$8 million commitment.
2. Provide all necessary funding to relocate any City utilities necessary for completion of the Projects that are determined to be non-reimbursable per the Department's policies. These costs will not count towards the County's \$8 million commitment.

3. Be responsible for providing electrical service and maintenance of the traffic signal and associated control equipment at the intersection of Highway 51 and Professional Park Drive.
4. Upon substantial completion of the Projects, assume ownership of and responsibility for existing Highway 51 (Pine Street) between Interstate 30 and Highway 67.
5. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE COUNTY WILL:

1. When requested, provide the Department with all funding necessary for right of way acquisition, utility relocation, construction, and construction inspection of the temporary traffic signal at the intersection of Highway 51 and Professional Park Drive. All of these costs will be counted towards the County's \$8 million commitment.
2. Become the sole owner of all signal equipment constructed at the intersection of Highway 51 and Professional Park Drive once the temporary signal is no longer needed and is removed.
3. When requested, provide the Department with funding for 20 percent of the total cost of the Arkadelphia Bypass, in an amount not to exceed \$8 million.
4. Provide all necessary funding to relocate any County utilities necessary for completion of the Projects that are determined to be non-reimbursable per the Department's policies. These costs will not count towards the \$8 million commitment.
5. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the County, including any act of omission, neglect or misconduct of said County. Further, the County shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for handling all design, environmental documentation, right of way acquisition, and utility relocation for the Projects.
2. Be responsible for handling all right of way acquisition and utility relocation for the temporary traffic signal at the intersection of Highway 51 and Professional Park Drive.
3. Advertise, award, and perform construction inspection for the Projects.

Agreement of Understanding Between the City of Arkadelphia, Clark County,
and the Arkansas Department of Transportation

4. Advertise, award, and perform construction inspection for the temporary traffic signal at the intersection of Highway 51 and Professional Park Drive.
5. Prior to executing a construction contract for the temporary signal, request funding from the County for construction and inspection of this work. All costs paid by the County for this signal will count towards the County's \$8 million commitment.
6. Request funds from the County for 20 percent of the overall cost of the Arkadelphia Bypass project, in an amount not to exceed \$8 million. All funds will be requested prior to awarding a construction contract for the Bypass project.
7. When the temporary traffic signal at the intersection of Highway 51 and Professional Park Drive is no longer necessary and is to be removed, transfer ownership of all signal equipment to the County for its use.
8. Upon substantial completion of the Projects, remove Highway 51 (Pine Street) between Interstate 30 and Highway 67 from the State Highway System.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 5 day of October, 2021.

Agreement of Understanding Between the City of Arkadelphia, Clark County,
and the Arkansas Department of Transportation

Agreement of Understanding between:

The City of Arkadelphia, Clark County, and the Arkansas Department of Transportation relative
to:

Design and construction of the Arkadelphia Bypass and Highway 51 Improvements in
Arkadelphia, Clark County.

Signatories

CITY OF ARKADELPHIA



Gary Brinkley
City Manager

9.23.21
Date



Ed McCorkle
City Attorney

9-23-21
Date

Agreement of Understanding Between the City of Arkadelphia, Clark County,
and the Arkansas Department of Transportation

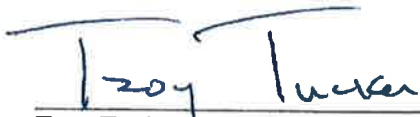
Agreement of Understanding between:

The City of Arkadelphia, Clark County, and the Arkansas Department of Transportation relative
to:

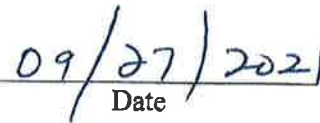
Design and construction of the Arkadelphia Bypass and Highway 51 Improvements in
Arkadelphia, Clark County.

Signatory

CLARK COUNTY



Troy Tucker
County Judge



Date

Agreement of Understanding Between the City of Arkadelphia, Clark County,
and the Arkansas Department of Transportation

Agreement of Understanding between:

The City of Arkadelphia, Clark County, and the Arkansas Department of Transportation relative to:

Design and construction of the Arkadelphia Bypass and Highway 51 Improvements in Arkadelphia, Clark County.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION


Lorie H. Tudor, P.E.
Director

TV JAW RBK


Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**SUPPLEMENTAL AGREEMENT OF UNDERSTANDING
BETWEEN
CLARK COUNTY
AND
OUACHITA BAPTIST UNIVERSITY
AND
HENDERSON STATE UNIVERSITY
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
RELATIVE TO:**

Design and construction of the Arkadelphia Bypass in Arkadelphia, Clark County, (hereinafter called the "Project").

WHEREAS, a partnering Agreement of Understanding between **Clark County** (hereinafter called the "County"), the City of Arkadelphia, and the Arkansas Department of Transportation (hereinafter called the "Department") was executed on October 5, 2021 to construct a bypass system around the southeastern portion of the City; and

WHEREAS, **Ouachita Baptist University, Henderson State University** (hereinafter called the "Universities"), and the County have proposed to partner with the Department to widen Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to Henderson Street in Arkadelphia; and

WHEREAS, the Universities have expressed the willingness to provide any necessary right of way for the Project; and

WHEREAS, the Department agreed to incorporate this additional scope into the Project; and

WHEREAS, all other conditions of the original Agreement will remain in effect; and

WHEREAS, Arkansas State Highway Commission Minute Order 2021-089 authorized the Director to enter into the necessary partnering agreements for the Project and to proceed with surveys, plans, and construction of these improvements.

IT IS HEREBY AGREED that the County, the Universities, and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE UNIVERSITIES WILL:

1. Donate any right of way determined necessary for the Project, at no cost to the Department.
2. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Universities, including any act of omission, neglect or misconduct of said Universities. Further, the Universities shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for handling all environmental documentation, right of way acquisition, and utility relocation for the Project.
2. Advertise, award, and perform construction inspection for the Project. The Department may opt to perform some of the construction using its own forces.
3. Provide all funding necessary for the Project in excess of the items to be provided by the County and the Universities as specified herein.

IN WITNESS WHEREOF, the parties thereto have executed this supplemental Agreement this _____ day of _____, _____.

Supplemental Agreement of Understanding between:

Clark County, Ouachita Baptist University, Henderson State University, and the Arkansas
Department of Transportation relative to:

Widening Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to
Henderson Street in Arkadelphia

Signatory

CLARK COUNTY

Troy Tucker
County Judge

Date

Supplemental Agreement of Understanding between:

Clark County, Ouachita Baptist University, Henderson State University, and the Arkansas
Department of Transportation relative to:

Widening Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to
Henderson Street in Arkadelphia

Signatory

OUACHITA BAPTIST UNIVERSITY

Dr. Ben Sells
President

Date

Supplemental Agreement of Understanding between:

Clark County, Ouachita Baptist University, Henderson State University, and the Arkansas Department of Transportation relative to:

Widening Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to Henderson Street in Arkadelphia

Signatory

**ARKANSAS STATE UNIVERSITY SYSTEM
(HENDERSON STATE UNIVERSITY)**

Dr. Charles L. Welch
President

Date

Supplemental Agreement of Understanding between:

Clark County, Ouachita Baptist University, Henderson State University, and the Arkansas Department of Transportation relative to:

Widening Highway 67 (North 10th Street) to three lanes from Highway 51 (Pine Street) to Henderson Street in Arkadelphia

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Lorie H. Tudor, P.E.
Director

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

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**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Recognizing the Significant Contributions of
GeoSurfaces, Inc.
to Henderson State University

WHEREAS, the Board of Trustees has retained unto itself the authority to name facilities of campuses within the Arkansas State University System; and

WHEREAS, GeoSurfaces is a professional construction firm and manufacturer, specializing in the design, development, construction, and installation of high-performing sport surfaces in Arkansas and across the country, and is a supporter of higher education and the students we serve; and

WHEREAS, GeoSurfaces has provided the significant lead gift for the turf-replacement project at Carpenter-Haygood Stadium, with 100 percent of the proceeds for this project raised through designated donations to the Henderson Foundation, ensuring that Henderson State University student athletes from various sports, and students participating in various activities, will have a safety-rated surface for practice and competition;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Arkansas State University System, that the playing field at Carpenter-Haygood Stadium, for the length of time this turf-playing surface remains in place, which shall be ten years or until it is replaced, shall be known as:

GeoSurfaces Field

DULY ADOPTED AND APPROVED this 11th day of March 2022

Christy Clark, Chair

Price Gardner, Vice Chair

Niel Crowson, Secretary

Steve Eddington, Member

Robert G. Rudolph, Jr., Member

Paul Rowton, Member

Jerry Morgan, Member

Charles L. Welch, President