

The Board of Trustees of the University of Central Arkansas convened in a called teleconference meeting at 4:00 p.m., Monday, June 24, 2013, with the following officers and members present:

Chair: Mr. Victor Green
Vice Chair: Ms. Kay Hinkle
Mr. Bunny Adcock
Ms. Elizabeth Farris
Mr. Bobby Reynolds
Ms. Shelia Vaught

Mr. Brad Lacy was absent.

ACTION AGENDA

Installation of Lights for Track and Soccer Complex

When the new track and soccer complex on the corner of Dave Ward Drive and Donaghey Avenue was completed, lights were not installed, although conduit was placed in the ground in the event lights were added later.

The Athletics Department has received an estimate from Techline Lighting to have lights installed. The estimate is attached and is approximately \$190,000 for “turnkey” installation. This is the same company that is installing the lights on the two new recreational fields south of the Physical Plant, and if the firm is given the notice to proceed with the lights on the track and soccer complex, it will begin work in a week to ten days (once the lights on the recreational fields are installed). There is no requirement that the job be bid since the firm is on a state-approved list of vendors.

After review and discussion, the administration proposes that the lights be installed on the track and soccer complex for the following reasons:

1. Installation of the lights will provide increased utilization of the entire track and soccer complex by the University’s athletic teams, and very importantly, will allow the teams to practice at later times so as not to interfere with class/lab schedules;
2. The University is hosting the Southland Conference track meet in the spring of 2014, and having lights will provide a better format for the event; in addition, the lights will allow the University to host additional soccer tournaments on campus;
3. The lights will benefit the student body because students can utilize the complex after dark for exercise and other activities; and
4. The lights will benefit the Conway community since members of the community frequent the track for exercise after dark.

If approved by the Board of Trustees, funds for installation of the lights are available from existing plant funds.

The following resolution was unanimously adopted upon motion by Bobby Reynolds and second by Bunny Adcock:

“BE IT RESOLVED: That the Board of Trustees authorizes the installation of lights at the track/soccer complex on the campus using the services and products of Techline Lighting as attached to this write-up and for the cost set forth therein.”



15303 Storm Drive • Austin, Texas 78734
Ph: (800) 500-3161 • Fax: (512) 977-8882

TIPS Proposal
UCA 225' x 360' Soccer/Track Stadium Lighting
4 Pole System - 100' Mounting Height
Game Scene - 50 fc Light Level - Soccer Field
Practice/Track Scene - 30 fc Light Level - Track & Soccer Field
Includes 10 Year Warranty
Includes EcoLink Energy Management System

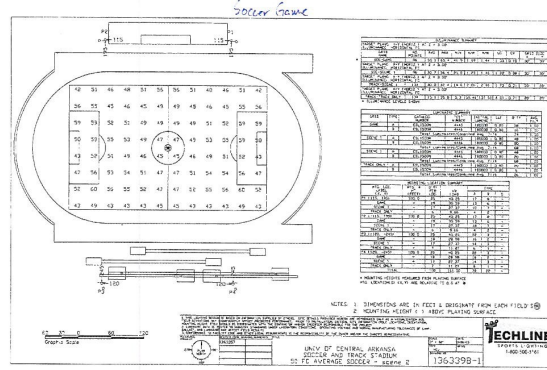
Quantity	Description
4	100 foot mounting height steel poles
4	25 luminaire crossarms
100	1500 watt metal halide luminaires
100	1500 watt metal halide lamps
100	Equipolar Lens
1	EcoLink Wireless Control System - Wireless Node(s) - Wall Mount Near Contactor Cabinet
4	Prewiring for poles and crossarms

Total Turnkey Install = \$178,500.00

Sales Tax = \$10,680.00

Total Turnkey Install = \$189,180.00

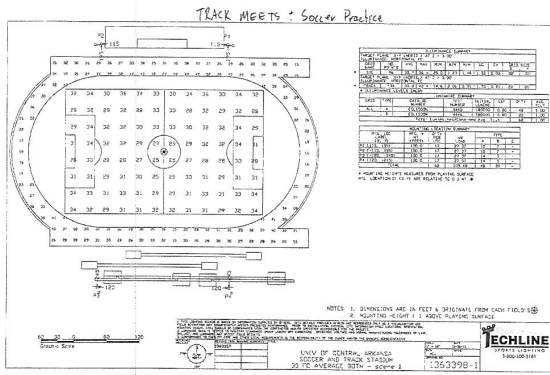
- Notes: * Price includes poles & prewired crossarms, light fixtures, and lamps.
 * Price includes delivery to jobsite.
 * Price firm for 60 days.
 * Allow 2-3 weeks for delivery and 2-3 weeks for installation.
 * Turnkey installation includes:
 - installing main distribution panel, breakers, contactors and switching based on 480 volt three phase service being available within 150' of field.
 - install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
 - All wiring to be copper type THHN.
 - Includes all permits, fees and inspections associated with the project.
 - All electrical installation to meet National Electric Code requirements.
 * Standard turnkey and partial install foundations assume 2000 psi soil conditions. Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification (i.e. rebar, casing, etc.) may require additional charges.
 * Pole locations must also be accessible and not obstructed by fencing, buildings, etc.
 * Price above does not include SALES or USE taxes.
 * A tax exemption certificate must be filed with Techline if applicable.



"Official Sports Lighting Provider of the NAIA"



3/15/2013



3/15/13

University of Central Arkansas
201 Donaghey Ave.
Conway, Arkansas 72035

RE: Sports Lighting Project

Dear Sirs:

Thank you for the opportunity to present the following proposal for financing:

Lessor:	Techline Sports Lighting
Lessee:	University of Central Arkansas
Equipment/Project:	Sports Lighting Project
Financing Structure:	Municipal Lease-Purchase
Approximate Financed Amount:	\$189,180.00
Payments Beginning:	One year from signing and annually thereafter

OPTIONS:	<u>5 Years</u>	<u>7 Years</u>
Payment Amount:	\$41,842.01	\$31,698.96
Effective Interest Rate:	3.012%	3.24%

The above proposal is an expression of interest, subject to credit analysis and mutually acceptable documentation and is not a binding commitment. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at that time. Proposed funding considers the total cost of borrowing and includes a .015 fee to cover underwriting, issuance and documentation costs.

I look forward to proceeding with this project and should you have any questions or wish to consider other terms, please feel free to give me a call. Sample documents are available upon request.

Sincerely,

Tara Chumley

Tara Chumley
Financing Manager
800-500-3161

Property Acquisition - 230 Donaghey Avenue

A home and lot located at 230 Donaghey Avenue is listed for sale, and the University has executed an offer and acceptance with the owner, Mr. Jay Witt.

This property fronts Donaghey Avenue and is across the street from the Harding Centennial Plaza. It is between Bruce Street and South Boulevard. While the lot is fairly small (approximately 12,375 square feet), and the house is over sixty years old, it is a prime location and one that the University needs to acquire for future development.

Through negotiation, the University has signed an offer and acceptance with the Seller for \$165,000. A copy of the signed agreement is attached, along with a copy of an appraisal.

The property was recently appraised for \$108,000, but it is zoned MF-3 and could potentially command a higher value if sold for commercial development (assuming it could be re-zoned). While the amount of the signed offer and acceptance is greater than the appraisal, the administration recommends that the property be purchased because of the location and the need to preserve and ensure the University controls future development on Donaghey Avenue. This purchase, if approved, will result in the University's owning all parcels in the block of Donaghey Avenue between Bruce Street and South Boulevard, except for Papa John's and a small, unimproved lot.

The closing of the proposed acquisition is expressly conditioned upon the approval of the Board of Trustees. If approved by the Board of Trustees, the closing will occur on July 31, 2013. The University will allow Mr. Witt to occupy the property, rent free, until September 1, 2013, in exchange for Mr. Witt signing a "hold harmless" agreement.

The following resolution was unanimously adopted upon motion by Bunny Adcock and second by Shelia Vaught:

"BE IT RESOLVED: That the Board of Trustees approves the transaction described above with Mr. Jay Witt for the sale and purchase of real property with a street address of 230 Donaghey Avenue, Conway, Arkansas, for the sum of \$165,000, and the President and such other officials of the University of Central Arkansas, as the President may from time-to-time designate, are hereby authorized and directed to enter into and execute such other documents, agreements and instruments as are necessary and required to consummate the foregoing purchase."



May 29, 2013

Mr. Jay Witt
c/o Ms. Teresa Vaughn
Pam McDowell Properties
1120 Hogan Road - Suite B
Conway, AR 72034

RE: OFFER & ACCEPTANCE – 230 Donaghey Avenue, Conway, AR 72034

Dear Mr. Witt:

This is response to the counter-offer you made through your agent, Ms. Teresa Vaughn. We do not accept it, however, subject to the satisfaction of all of the provisions and conditions set forth herein, the University of Central Arkansas ("Buyer") offers to purchase from you ("Seller") the property described below for the sum of One Hundred Fifty Thousand Dollars (\$150,000), plus the Buyer's share of the closing costs.

The property subject to this offer and acceptance is house and lot located at 230 Donaghey Avenue, Conway, Arkansas, 72034. The property is more particularly described as follows:

Lot 5 and the N 1/2 of Lot 6, Block 68, Boulevard Addition to the City of Conway, Arkansas.

The foregoing legal description shall be referred to as the "Property." If a survey shall establish a different legal description, the parties agree to modify the legal description to conform to the survey, the intent of the parties being that the entire lot owned by the Seller is to be conveyed at closing.

The terms and conditions of this offer to purchase are as follows:

- 1. The closing date will occur at a mutually acceptable date to be agreed upon by both parties, but shall occur not later than August 19, 2013;
2. Buyer shall be entitled to possession of the Property at closing;
3. A policy of title insurance satisfactory to Buyer, insuring unencumbered fee simple title to the Property in Buyer as of closing shall be procured and paid for by Seller;

Handwritten signature/initials

Witt Offer
May 29, 2013
Page Two

4. Seller shall deliver at closing (a) a warranty deed in standard form conveying fee simple absolute title to the Property (and any mineral interests owned by Seller), free from all liens, claims or encumbrances of any kind with the grantee being "The Board of Trustees of the University of Central Arkansas" and (b) an assignment of any leases and all rents from the Property, if any;
5. Any and all taxes or assessments on the Property for the current year will be prorated at closing. Seller shall be responsible for all real property taxes for previous years;
6. Buyer and Seller will share the cost of closing fees and document preparation. No revenue stamps shall be required due to an exemption under Arkansas law for conveyances by or to a state agency (Buyer);
7. If any personal property shall be stored or situated on the Property, the same shall be removed prior to closing;
8. Seller represents and warrants to Buyer that Seller is the sole owner of the Property, and no other person or entity has any form of ownership interest in, or right to use or occupy the Property, and further, that Seller is in sole and exclusive possession of the Property, except for leases, copies of which have been delivered to representatives of Buyer;
9. Seller represents and warrants to Buyer that all liens against the Property and all money owed on the Property, if any, are the responsibility of Seller, and if existing will be satisfied and paid in full at, or prior to, closing;
10. Seller represents and warrants to Buyer that there do not exist any liens against Seller for alimony or child support;
11. Seller represents and warrants to Buyer that there are no unrecorded rights-of-way for roadway, utilities or other matters affecting the Property;
12. Seller represents and warrants to Buyer that there is no loss arising from oil, gas, or other minerals conveyed, retained, or assigned, or from any other activity concerning sub-surface rights or ownership of the subject property, including but not limited to the right of egress or ingress for said sub-surface purposes;
13. Seller represents and warrants to Buyer that there are no proceedings, either pending or threatened, which if decided adversely to Seller, would constitute a lien on the Property; nor are there any money judgments entered by a court against Seller which constitute a lien on the Property.

JW

Witt Offer
May 29, 2013
Page Three

14. Seller represents and warrants to Buyer that there are no unrecorded contracts of sale, options to purchase, or any other kind of agreement with any person or entity, affecting the Property;
15. Seller shall be responsible for all risk of loss to the Property and improvements thereon (if any) prior to closing;
16. If Buyer desires to have a survey of the Property performed prior to closing, Seller agrees to cooperate in having the survey performed. Any survey shall be at the expense of Buyer;
17. Seller represents and warrants that to the best of Seller's knowledge, no hazardous wastes or materials of any kind have been generated, produced or stored upon the Property, and that to the best of Seller's knowledge, no such hazardous wastes exist today on the Property; and
18. Seller shall complete and deliver, prior to closing, the attached "Disclosure Form" which will become part of the Offer and Acceptance document. Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of the contract. Any contractors, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Buyer.
19. Buyer's obligations under this agreement are expressly conditioned upon the prior approval of the Board of Trustees of the University of Central Arkansas, and the same will be presented to the Board of Trustees at a regular meeting on Friday, August 16, 2013. This agreement and Buyer's obligations hereunder shall not be a valid and binding legal obligation of Buyer until approved by resolution duly adopted by the Board of Trustees of the University of Central Arkansas.

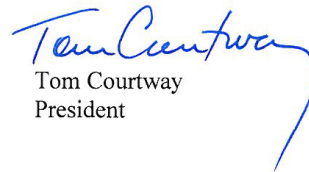
There are two originals enclosed. If the terms are agreeable to you, please sign both of them, retain one for your files and please deliver the other original to Diane Newton, Vice President for Finance and Administration, University of Central Arkansas, 201 Donaghey Avenue, Conway, AR 72035.



Witt Offer
May 29, 2013
Page Four

This offer shall terminate and be of no effect unless it is signed by you, and delivered to Diane Newton, Vice President for Finance and Administration, by 4:30 P.M. Central Time on Friday, June 7, 2013.

Sincerely,


Tom Courtway
President

ACCEPTANCE BY SELLER

The offer set forth above and all terms and conditions are hereby accepted on this _____ day of _____, 2013, at _____ (A.M. or P.M.).

JAY WITT

See Seller's Counter offer to the Real Estate Contract Serial number 009939-500136-1372153
x JW
6-7-13

Seller's Counter to the Real Estate Contract

Page 1 of 2



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Form Serial Number: 009939-500136-1372153

The Real Estate Contract (Form Serial Number offer from UCA), dated (month) May, (day) 29, (year) 2013, between Buyer, UCA and Seller,

Jay Witt, covering the real property known as 230 Donaghey Ave, Conway, AR. (the "Property"), is not accepted in its present form; therefore, the following counter offer is hereby submitted:

- 1) Sale price to be \$165,000.
- #2 + #7 Seller request 10 days after closing to vacate.
- Listing firm represents seller only + does not represent buyer.

OTHER TERMS: All other terms as provided in the initial Real Estate Contract are incorporated herein by reference and shall remain exactly as set forth therein, solely except those amended above.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to actual receipt by Listing Firm of an executed and accepted copy of this Seller's Counter to the Real Estate Contract.

SIGNATURES APPEAR ON PAGE 2 OF 2

(Page 1 of 2)

Serial# 009939-500136-1372153 Prepared by

Need to get survey

formsimplicity

Seller's Counter to the Real Estate Contract



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Association

Page 2 of 2

COUNTERPARTS: This Seller's Counter Offer to the Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

EXPIRATION OF COUNTER: This Seller's Counter Offer to the Real Estate Contract expires if not accepted on or before (month) June (day) 14th, (year) 2013, at 12:00 (a.m.) (p.m.) NOON

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2013

FORM SERIAL NUMBER: 009939-500136-1372153

The above Seller's Counter to the Real Estate Contract is executed on (month) June (day) 7, (year) 2013, at 10:45 (a.m.) (p.m.)

Pam McDowell Properties
Listing Firm

Signature: Pam McDowell

Printed Name: PAM McDowell
Principal or Supervising Broker

Signature: Teresa Vaughn

Printed Name: Teresa Vaughn
Listing Agent

Signature: Jay Witt

Printed Name: Jay Witt
Seller

Signature: _____

Printed Name: _____
Seller

The above Seller's Counter to the Real Estate Contract is executed on (month) June (day) 11, (year) 2013, at 2:15 (a.m.) (p.m.)

Selling Firm

Signature: _____

Printed Name: _____
Principal or Supervising Broker

Signature: _____

Printed Name: _____
Selling Agent

Signature: University of Central Arkansas

Printed Name: By: Tom Courtney, President
Buyer

Signature: 6-11-2013
Tom Courtney

Printed Name: _____
Buyer

THIS COUNTER WAS REJECTED BY BUYER on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.)

Buyer's Initials _____

Buyer's Initials _____

(Page 2 of 2)

Serial#: 009939-500136-1372153
Prepared by:

formsimplicity



SUMMARY APPRAISAL REPORT

LOCATED AT:
230 Donaghey Ave
Lot 5 & N 1/2 Lot 6, Blk 68, Boulevard Addition
Conway, AR 72034

FOR:
University of Central Arkansas
201 Donaghey Avenue
Conway, AR 72035

AS OF:
09/06/2012

BY:
Kirby Coats
Coats Appraisal Service, Inc.
394 Highway 65 North
Conway, AR 72032

Coats Appraisal Service, Inc.

Form GA2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Coats Appraisal Service, Inc.
394 Highway 65 North
Conway, AR 72032

September 13, 2012

University of Central Arkansas
201 Donaghey Avenue
Conway, AR 72035

Re: Property: 230 Donaghey Ave
Conway, AR 72034
Borrower: UCA
File No.: 090112

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached. The client and intended user of this report is University of Central Arkansas.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you. The value of the subject property indicated in this report is **\$108,000**.

Sincerely,


Kirby Coats
CG1380



There being no further business to come before the Board, the meeting was adjourned upon motion by Kay Hinkle and second by Elizabeth Farris.

**The University of Central Arkansas
Board of Trustees**

Victor Green, Chair

Brad Lacy, Secretary