

The Board of Trustees of State College of Arkansas convened in regular meeting on August 18, 1967, at ten o'clock A.M. in the Coachman's Inn in Little Rock, Arkansas, with the following members and officers of the Board present, to-wit:

Chairman: Louie H. Polk  
Secretary: Mrs. Rufus W. Morgan, Jr.  
Trustees: Cleddie W. Harper  
          J. C. Mitchell  
          Lindsey Hatchett  
          James W. Ahlf

and with the following member of the Board absent, to-wit:

Dr. John W. Sneed, Jr.

constituting a quorum of said Board, at which meeting the following business was transacted, to-wit:

Minutes of the last meeting, having been sent to Trustees, were approved upon motion by Trustee Mitchell, seconded by Trustee Ahlf, and passed by unanimous vote.

Trustee Mitchell introduced a resolution entitled: RESOLUTION APPROVING A LOAN AGREEMENT WITH UNITED STATES OF AMERICA (Project No. CH-Ark-85(D)) which he read, and then moved that the resolution be adopted. Trustee Hatchett seconded the motion.

The motion carrying with it the adoption of the resolution prevailed by the following vote:

AYES: Polk, Morgan, Harper, Mitchell, Hatchett, and Ahlf

NOES: None.

Trustee Hatchett introduced a resolution entitled: RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF SALE OF HOUSING SYSTEM BONDS OF 1966 which he read, and then moved that the resolution be adopted. Trustee Ahlf seconded the motion.

The motion carrying with it the adoption of the resolution prevailed by the following vote:

AYES: Polk, Morgan, Harper, Mitchell, Hatchett, and Ahlf

NOES: None.

Trustee Harper made a motion that contingent upon the approval of the Commission on Coordination of Higher Educational Finance, and the office of Housing and Urban Development, State College of Arkansas negotiate the sale of \$250,000 in bonds to enable it to construct two dormitories and a cafeteria (ARK-Ch-85(D)). A second to this motion was made by Trustee Ahlf and passed by unanimous vote.

Trustee Hatchett made a motion that Nabholz Construction Corporation be awarded the apparent low contract for construction of two dormitories and a cafeteria (ARK-Ch-85(D)) in the amount of \$2,544,500.00. Trustee Morgan made a second to this motion that was passed by unanimous vote.

Trustee Ahlf made a motion that the following appointments, resignations, and leaves of absence as recommended by President Snow be approved:

APPOINTMENTS:

1. W. H. Osborne, Director of Admissions and Research, September 1, 1967 @ \$1166.66 per month.
2. Dr. Florence B. Birkemeyer, Associate Professor of Psychology, September 1, 1967 @ \$1277.77 per month.
3. Dr. W. F. Keinath, Acting Head and Associate Professor of Geography, September 2, 1967 @ \$1180.00 per month.
4. Dr. Byron Gibbs, Associate Professor of Biology, September 1, 1967 @ 1180.00 per month.
5. Fred Basco, Associate Professor of Business, September 1, 1967 @ \$1040.00 per month. (Was granted a leave of absence at meeting on June 22, 1967).
6. Dr. James Mayhugh, Associate Professor of Special Education, September 1, 1967 @ \$45.00 per month plus room in Minton Hall and meals when eaten in college cafeteria.
7. Dr. Clyde Reese, Assistant Professor of Education, September 1, 1967 @ \$1222.22 per month.
8. Max E. Stacy, Assistant Professor of Biology, September 1, 1967 @ \$1083.33 per month.
9. B. R. Pate, Assistant Professor of Education and Director of Placement, September 1, 1967 @ \$844.44 per month; June, 1968 salary to be \$800.00.
10. N. J. Piediscalzi, Instructor of Biology, September 1, 1967 @ \$905.55 per month.
11. Jerry Lancaster, Data Processing Programmer, July 1, 1967 @ \$587.00 per month.
12. Mrs. Byron Gibbs, Instructor of Education, September 1, 1967 @ \$489.41 per month.
13. Barry Travis, Purchasing Agent, July 13, 1967 @ \$508.00 per month.
14. James E. Smith, Security Officer, September 1, 1967 @ \$375.00 per month.
15. Mrs. Donald W. Adlong, College Nurse, September 1, 1967 @ \$327.00 per month.
16. Mrs. Marvin Bishop, Resident Hall Supervisor, September 1, 1967 @ \$296.00 per month plus apartment and utilities.
17. Mrs. Martha Knowles, Resident Hall Supervisor, September 1, 1967 @ \$269.00 per month plus apartment, utilities, and meals when eaten in college cafeteria.

18. Mrs. Jim Mitchum, Secretary in Department of Mathematics, September 1, 1967 @ \$256.00 per month.
19. Mrs. Joan Parker, Secretary in Business Office, August 2, 1967 @ \$282.00 per month.
20. Mrs. Virginia Edwards, PBX Operator, July 15, 1967 @ \$244.00 per month.
21. Mrs. Bonita Sellers, Secretary in President's Office, July 24, 1967 @ \$232.00 per month.

RESIGNATIONS:


1. Don Rickard, Civil Defense Instructor, September 1, 1967.
2. Raymond Bailey, Assistant Professor of Business (withdrew-- he had been appointed to the faculty effective September 1, 1967.

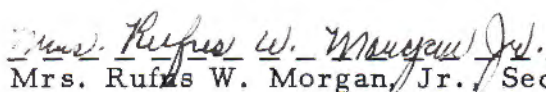
LEAVES OF ABSENCE:

1. Charles Evans, Associate Professor of Political Science, academic year 1967-68 without pay.
2. Dr. Harold Cooper, Associate Professor of Biology, academic year 1967-68 without pay.

A second to this motion was made by Trustee Morgan and passed by unanimous vote.

Upon motion duly made, seconded, and unanimously carried, the meeting adjourned.

  
 Louie H. Polk, Chairman

  
 Mrs. Rufus W. Morgan, Jr. Secretary



CERTIFIED EXCERPTS FROM THE AUGUST 18, 196 7  
MEETING OF THE BOARD OF TRUSTEES

THE STATE OF ARKANSAS :  
County of Faulkner :

The Board of Trustees of ~~Arkansas State College~~ <sup>State College of Arkansas</sup> convened in regular meeting on August 18, 196 7, at ten o'clock A.M. in the ~~Board Room of the State College of Arkansas~~ <sup>Coachman's Inn</sup> ~~in Little Rock, Arkansas~~ <sup>in Little Rock,</sup> Arkansas, with the following members and officers of the Board present, to-wit:

Chairman : **Louie H. Polk**  
Secretary : **Mrs. Rufus W. Morgan, Jr.**  
Trustees : **Clddie W. Harper**  
**J. C. Mitchell**  
**Lindsey Hatchett**  
**James W. Ahlf**

and with the following members of the Board absent, to-wit:

~~None~~ **Dr. John W. Sneed, Jr.**

constituting a quorum of said Board, at which meeting the following among other business was transacted, to-wit:

Mr. Mitchell introduced a resolution entitled:

**RESOLUTION APPROVING A LOAN AGREEMENT WITH  
UNITED STATES OF AMERICA (Project No. CH-Ark-85(D))**

which he read, and then moved that the resolution be adopted. Mr.

Hatchett seconded the motion.

The motion carrying with it the adoption of the resolution prevailed by the following vote:

AYES: **Polk, Morgan, Harper, Mitchell, Hatchett, Ahlf**

NOES: None.

A true copy of the resolution is attached to these minutes as a part hereof.

RESOLUTION

AUTHORIZING PUBLICATION OF NOTICE  
OF SALE OF HOUSING SYSTEM BONDS OF 1966

WHEREAS, the Board of Trustees of State College of Arkansas, Conway, Arkansas, has under consideration the issuance of Housing System Bonds of 1966 for the purpose of securing \$2,400,000 to be used in constructing Unit A: A new dormitory to house approximately 252 single women students, 1 housemother and 1 assistant housemother; Unit B: A new dormitory to house approximately 252 single men students and 1 housemother; and Unit C: A new dining facility with seating capacity for approximately 546; and it is required that the Bonds be sold at public sale; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF STATE COLLEGE OF ARKANSAS:

1. That Dr. Silas D. Snow, President of State College of Arkansas, be and he is hereby authorized and directed to publish a notice of the sale of the Housing System Bonds of 1966, setting out the various terms and conditions of interest, call, and security for said Bonds, the sale to be held on such date as he shall deem advisable, and the publication to be in the form and manner, and in any newspaper or financial journal, that he shall deem necessary or desirable.



RESOLUTION  
APPROVING A LOAN AGREEMENT WITH UNITED STATES OF AMERICA  
(Project No. CH-Ark-85(D))

WHEREAS, there has been filed with the Department of Housing and Urban Development, in behalf of the Board of Trustees of State College of Arkansas (hereinafter called "Borrower"), an application for aid in financing college housing and dining facilities under the provisions of Title IV of the Housing Act of 1950, as amended, and the United States of America, through the Secretary of Housing and Urban Development, has transmitted to the Borrower for consideration a Loan Agreement tendering such aid, dated July 1, 1967, in connection with the Project referred to in said application and generally described in said Agreement; and

WHEREAS, said Agreement has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Borrower's records; and

WHEREAS, it is deemed advisable that said Agreement be accepted;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Borrower that the said Agreement, a true and correct copy of which is attached hereto, be and the same hereby is accepted without reservation or qualification, and that the Chairman and Secretary of the Board of Trustees of the Borrower are authorized to execute documents evidencing such acceptance and to take such further action as is necessary to provide the Project.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, the duly qualified and acting Recording Officer of STATE COLLEGE OF ARKANSAS, Conway, Arkansas (herein called the "Applicant"), and the keeper of the records of the Applicant, including the Journal of Proceedings of the Board of Trustees (herein called the "Governing Body") do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the 18th day of August, 1967, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law and due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of August, 1967.

Mrs. Rufus W. Mangau Jr.  
(Signature of Officer)

Secretary Beardy  
(Official Title)

(SEAL)

(If Applicant has no seal, make and sign statement to that effect here)



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Project No. CH-Ark-85(D)  
Borrower: State College of  
Location: Conway, Arkansas  
Contract No. H-502-4912

LOAN AGREEMENT  
(College Housing Program)

THIS LOAN AGREEMENT, dated as of July 1, 1967, by and between the Board of Trustees of State College of Arkansas (herein called the "Borrower") and the United States of America (herein called the "Government"), WITNESSETH:

Section 1. Amount, Purchase Price, and Purpose. Subject to the Terms and Conditions (Form HUD-4520 dated March 1966) attached hereto and made part hereof as Exhibit A, and the provisions of this Agreement, the Borrower will sell and the Government, acting by and through the Secretary of Housing and Urban Development, will purchase \$ 2,400,000 aggregate principal of the obligations of the Borrower described below (herein called the "Borrowing" or such lesser amount thereof as the Secretary of Housing and Urban Development estimates will be required, together with the Borrower's funds provided from other sources, to pay the development cost of the Project (estimated to be \$2,400,000), hereinafter described, at a price equal to the principal amount thereof plus accrued interest, the proceeds of the sale of such obligations to be used solely for the development of the said Project.



Section 2. Description of Bonds. The Bonds which the Borrower agree to sell and the Government agrees to purchase are described as follows:

- (a) Designation: Board of Trustees of State College of Arkansas Housing System Bonds of 1966
- (b) Date: April 1, 1966
- (c) Principal Amount: \$ 2,400,000
- (d) Denomination: \$ 5,000 ; at the option of the purchaser, however until such time as the purchaser(s) of the Bonds request the preparation of the definitive Bonds, a single Bond or Bonds shall be in an amount equal to the Bonds contracted for by said purchase
- (e) Type: Negotiable, serial, coupon bonds.
- (f) Interest Rate: 3 % per annum, payable semi-annually on April and October 1, in each year, first interest payable October 1966:
- (g) Maturities: April 1 , in years and amounts as follows:

<u>Years</u>	<u>Amounts</u>	<u>Years</u>	<u>Amounts</u>
1970-1976	\$40,000	1995-1998	\$80,000
1977-1983	50,000	1999-2004	90,000
1984-1989	60,000	2005-2006	100,000
1990-1994	70,000		

- (h) Numbers: 1 to 480 , inclusive, in order of maturity.
- (i) Security: Loan Security. A general obligation of the Borrower issued on a parity, in all respects, with the Housing System Bonds of 1965, Series A, Series B, Series C, Series D, Series E, Series F, Series G, and Series H, dated April 1, 1965, and additionally secured by a first lien on and pledge of the net revenues derived from operation and/or ownership of a Housing System consisting of the following projects: Conway Hall (new - normal capacity approximately 248 single women students), State Hall (new - normal capacity approximately 252 single men students), Arkansas Hall, Short Hall, Mitchell Hall (North and South) Denny Hall, and the Student Union Building including, but not limited to, the Bookstore, Snack Bar, and Game Room therein and the proceeds derived from a Student Union Building Fee levied against all enrolled students sufficient, together with other pledged revenue, to meet all debt service and reserve requirements.

- (j) Place and Medium of Payment: Payable as to both principal and interest at the principal office of the Trustee to be designated in the Indenture , or, at the option of the holder, at a bank or trust company in the Borough of Manhattan, City and State of New York, in any coin or currency which, on the respective dates of payment of such principal and interest, is legal tender for payment of debts due the United States of America.
- (k) Registrability: Registrable, at the option of the holder, as to principal only.
- (l) Redemption Provisions: Bonds maturing on or before April 1, 1977 shall not be subject to prior redemption. Bonds maturing April 1, 1977 , through April 1, 2006 , inclusive, shall be callable for redemption at the option of the Borrower in whole or in part in inverse numerical order on any interest payment date beginning October 1, 1976 , upon at least 30 days' prior notice at the principal amount thereof, plus accrued interest to the date of redemption and a premium for each bond as follows:
- 3  $\frac{1}{2}$  % if redeemed October 1, 1976 through April 1, 1981 inclusive;
  - 2  $\frac{1}{2}$  % if redeemed October 1, 1981 through April 1, 1986 inclusive;
  - 2 % if redeemed October 1, 1986 through April 1, 1991 inclusive;
  - 1  $\frac{1}{2}$  % if redeemed October 1, 1991 through April 1, 1996 inclusive;
  - 1 % if redeemed October 1, 1996 through April 1, 2001 inclusive;
  - 0 % if redeemed October 1, 2001 or thereafter.

Section 3. Sale of Bonds. The Bonds will be sold by the Borrower at a public sale in the manner and pursuant to the conditions as shall be prescribed by the Government. The call for bids will be for consecutive full annual maturities at not less than par and accrued interest covering the first maturity and all maturities thereafter through at least April 1, 1976 .

In the event any of the Bonds are awarded to the Government, the Borrower shall, when they are ready, deliver all such Bonds to the Government at such time as the Government shall designate.



The Government will submit its bid which will cover all of the Bonds such bid will be for each individual full annual maturity following the of the Bonds at their par value, plus accrued interest, at the rate of three per centum ( 3 %) per annum. In the event any bidder or bidders offer to purchase all of the Bonds, or consecutive full annual maturities covering the first maturity and all maturities thereafter through at least April 1, 1976 , pursuant to the conditions as shall prescribed by the Government at an average net interest cost of not more than three per centum ( 3 %) per annum, the Bonds or any portion thereof shall be sold to such bidder or bidders. In the event of sale of all the Bonds to a purchaser or purchasers other than the Government this Agreement shall terminate except with respect to obligations hereunder between the Borrower and the Government as of the date of such sale of the Bonds. In the event any of the Bonds are awarded to the Government, it is agreed that the obligations hereunder shall continue in the same manner as if all the Bonds were sold to the Government. In the event no bid is received from a bidder or bidders other than the Government within the terms here specified, all the Bonds shall be sold to the Government.

In the event the Government is awarded all or part of the Bonds, the Borrower, at the option of the purchaser(s) shall issue single bonds with values in the amount of the respective purchases in lieu of individual denomination Bonds. Such single Bonds shall be registered as to principal and interest and payable as directed by the purchasers, but otherwise complying with the description set forth in Section 2 hereof. The Borrower shall covenant



upon request of the holder of a single Bond, it shall issue, at its own expense and within 90 days from the date of such request, negotiable bearer coupon bonds in denominations of \$ 5,000 , or multiples thereof, as described in Section 2 hereof, in aggregate amount equal to the amount of the single Bond still outstanding. The printing of text of single Bonds shall be of type composition on paper of sufficient weight and strength to prevent deterioration throughout the life of the loan. The Bonds shall conform in size to standard practice and contain the approved maturity schedule for payment of principal.

Section 4. Description of the Project. The Project shall consist  
Unit A: A new dormitory to house approximately 252 single women students;  
housemother and 1 assistant housemother  
Unit B: A new dormitory to house approximately 252 single men students ;  
housemother  
Unit C: A new dining facility with seating capacity for approximately 50  
(herein called the "Project")

Section 5. Government Field Expense. The amount of the fixed fee Government field expense referred to in Section 31 of the attached Terms and Conditions shall be \$6,600 .

Section 6. Special Conditions. The Government's obligation to purchase the Bonds of the Borrower is also subject to the Special Conditions attached hereto and made a part hereof as Exhibit B.

IN WITNESS WHEREOF, this Agreement has been executed in the name of Board of Trustees of State College of Arkansas,  
by the undersigned official, and under its official seal, attested by its

Secretary, and in the name and on behalf of the United States of America,  
Secretary of Housing and Urban Development, by the undersigned official.

BOARD OF TRUSTEES OF  
STATE COLLEGE OF ARKANSAS

By *Louis M. Peck*  
Chairman, Board of Trustees

\_\_\_\_\_  
Type or Print Name of Signing Officer

(SEAL)

ATTEST:

*Mr. Rufus W. Mangum Jr.*  
Secretary, Board of Trustees

\_\_\_\_\_  
Type or Print Name of Signing Officer

UNITED STATES OF AMERICA  
Secretary of Housing and Urban  
Development

Date: SEP 6 1967

By *J. Callahan*  
Assistant Regional Administrator  
Housing Assistance, Region V



## DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## TERMS AND CONDITIONS

Constituting Part of the Loan Agreement Providing for the Financing and Construction of College Housing and Service Facilities Under Title IV of the Housing Act of 1950 (Public Law 475, 81st Congress, as amended)

- Section 1. Definitions. As used in these Terms and Conditions:
- "Government" means the United States of America or the Department of Housing and Urban Development.
  - "Project" means the structure or structures which the Government has agreed to aid in financing under the Loan Agreement.
  - "Loan Agreement" means the contract between the Government and the Borrower covering the Project and includes both these Terms and Conditions and other contract instruments.
  - "Borrower" means the educational institution designated in the Loan Agreement.
  - "Bonds" mean the obligations which the Government has agreed to purchase under the Loan Agreement.
  - "Project Costs" mean the cost of construction work for the Project including fixed equipment, cost of necessary architectural/engineering services, legal, administrative and clerical costs, cost of land acquisition, necessary travel expenses, costs imposed by the Government to reimburse it for its field expenses, interest during construction, and other necessary miscellaneous expenses, all as determined by the Government.

Section 2. Prerequisites to Government's Obligations. The Government shall be under no obligation to advance funds or to purchase any Bonds under the Loan Agreement if:

- (a) Representations. Any representation made by the Borrower to the Government in connection with the application or loan shall be incorrect or incomplete in any material respect, or the Government determines that the Borrower has failed to proceed promptly with Project financing or construction;
- (b) Financial Condition. The financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;
- (c) Concurrence by Government. The Borrower, having submitted to the Government the documents mentioned in Section 17 hereof, shall have proceeded without having been advised by the Government that the same are satisfactory; it being the purpose of this provision to insure that no action will be taken in the development of the Project which would result in a legal or contractual violation rendering it impossible for the Government to make the loan hereunder or for the parties to accomplish the objects of the Loan Agreement.



Section 3. Furnishings and Movable Equipment. The Borrower shall, on or before substantial completion of the Project, provide from sources other than the loan hereunder, and from sources and in a manner which will not jeopardize the security of the Bonds, the furnishings and movable equipment necessary to the full enjoyment of the use, occupancy and operation of the Project.

Section 4. Project Site. The Project shall be located on lands of the Borrower, at a site to be approved by the Government.

Section 5. Title Evidence. The Borrower shall furnish the Government satisfactory evidence of its ownership of the Project site.

Section 6. Purchase of Bonds. The Borrower shall initiate and prosecute to completion all proceedings necessary to the authorization, issuance, and sale of the Bonds and to the security thereof. When the said proceedings have been completed to the point of but not including the delivery of the Bonds to the Government, the Borrower may file a requisition requesting the Government to purchase the Bonds. The requisition shall be supported by such data as the Government shall require to determine whether the Government is obligated under the provisions of the applicable Loan Agreement to honor such requisition. If the Government is so obligated, it will purchase the Bonds covered by such requisition, within the limitations, however, specified in the Loan Agreement.

Section 7. Legal Matters. The Borrower shall furnish the Government a transcript of proceedings for the authorization, issuance, sale and security of the Bonds evidencing that the Bonds, when delivered and paid for, will constitute binding and legal obligations, payable and secured in accordance with their tenor, and that all proceedings for the financing and the acquisition, construction and development of the Project preliminary to the delivery of the Bonds to the Government have been had and adopted in due time, form, and manner as required by law.

Section 8. Security. The Borrower shall include in the proceedings for the authorization, issuance, sale, and security of the Bonds, provisions for the payment of the principal of and interest on the Bonds and for the security thereof of the nature required to assure such payment and to safeguard the loan hereunder, including, in case the Bonds are payable in whole or in part from any special sources of revenues, provisions designed to assure the production of such revenues and the application thereof to the extent required for the payment and security of the Bonds and interest thereon, including the maintenance of reasonable reserves.

Section 9. Opinion of Bond Counsel. Simultaneously with the delivery of any of the Bonds to the Government, the Borrower shall furnish to the Government the approving opinion of bond counsel who shall be satisfactory to the Government, and covering generally all of the Bonds and, specifically and unqualifiedly, the Bonds then being delivered to the Government.

Section 10. Construction Financing. The Borrower shall make every effort to obtain interim financing from private sources. Prior to entering into formal agreements for such financing, the Borrower shall furnish the Government with (1) a satisfactory preliminary opinion of bond counsel; (2) evidence of its ability to finance on reasonable terms the cost of the Project up to the time the Bonds are ready for delivery; and (3) evidence of the receipt of firm bids establishing that the Project can be constructed within the approved estimated cost thereof.



In the event any loan under temporary financing should become due prior to the time when the Bonds are ready for delivery, the Borrower may apply to and, provided that the Borrower is in compliance with the Terms and Conditions of this Loan Agreement, receive from the Government an advance against the Bonds in an amount sufficient to liquidate such temporary loan.

Should the Borrower be able to demonstrate to the Government's satisfaction that interim financing on reasonable terms is not available, the Government will consider requests for advances in anticipation of the issuance of the Bonds. Requisitions for construction advances shall be accompanied by such supporting data as the Government may require. The Government will honor such requisitions in amounts and at times deemed by it to be proper.

Any funds made available to the Borrower by the Government pursuant to this Section shall be repaid in full from the first proceeds derived from the sale of the Bonds, and shall bear interest at the rate specified for the Bonds in the Loan Agreement from the date made available to the date of repayment.

Section 11. Prerequisites to Loan Disbursements. Prior to the Government disbursing any portion of the loan proceeds, the Borrower shall present satisfactory evidence that:

- (a) It is able to provide the furnishings and movable equipment required for the operation of the Project, as specified in Section 3 hereof;
- (b) It has deposited in the Construction Account such funds as are necessary with the loan proceeds to assure completion of the Project; and
- (c) It is able to provide the Project site or sites free from all encumbrances.

Section 12. Construction Account. The Borrower shall set up in a bank or banks which are members of the Federal Deposit Insurance Corporation, or with the fiscal agency of the Borrower fixed by law, a separate account or accounts (herein collectively called the "Construction Account") into which shall be deposited any temporary loans, Government advances, and proceeds from the sale of the Bonds (except accrued interest payments), and the additional funds, if any, required by the provisions of the Loan Agreement to be furnished by the Borrower in order to assure the payment of all Project Costs. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in the project cost estimates approved by the Government.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days, the Borrower may deposit such excess funds in time deposits in banks that are members of the Federal Deposit Insurance Corporation or may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government, which shall mature not later than 18 months after the date of such investment and which shall be subject to redemption at any time by the holder thereof. The earnings from any such deposits or investments shall be deposited in the Construction Account by the Borrower.

Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used to the extent possible for the redemption of



Bonds, and any residue shall be deposited in the Bond and Interest Sinking Fund provided for in the Agreement: Provided, however, the Borrower shall have the right to withdraw any such moneys representing additional funds deposited into the Construction Account pursuant to Section 13 hereof to finance the total project cost, which are found to be unnecessary for such purpose.

Section 13. Payment of Costs—Additional Funds. The Borrower shall pay all Project Costs and furnish from sources other than the proceeds of the loan, and from sources and in a manner which will not jeopardize the security of the Bonds, the additional funds, if any, which will be sufficient to finance the total Project Costs.

Section 14. Patents. The Borrower shall hold and save the Government and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in connection with construction or operation of the Project.

If the Borrower uses or causes to be used any design, device or materials covered by letters, patent or copyright, it shall provide or cause to be provided for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. The Borrower, its contractors, and/or sureties shall indemnify and save harmless the Government from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with the construction or operation of the Project and shall indemnify and save harmless the Government for any cost, expense, or damage which it may suffer by reason of such infringement or claim of infringement.

Section 15. Prompt Procedure—Economic Construction. The Borrower covenants and agrees that it will proceed promptly with all matters necessary to the financing and the development of the Project; and that the Project will be undertaken and developed in such a manner that economy will be promoted in such development and in the construction work; and that the Project will not be of elaborate or extravagant design or materials.

Section 16. Approvals and Permits. The Borrower shall obtain all approvals and permits required by law as a condition precedent to the acquisition, construction, development, and operation of the Project.

Section 17. Submission of Proceedings, Contract and Other Documents. The Borrower shall submit to the Government such data, reports, records, and documents relating to the financing, construction, and operation of the Project and financial condition of the Borrower as the Government may require. Approval of the Government must be obtained prior to the assignment of any interest in or part of any contract relating to the Project.

Section 18. Construction by Contract. All work on the Project shall be done under contract and every opportunity shall be given for free, open, and competitive bidding for each and every construction, material, and equipment contract. The Borrower shall give such publicity by advertisements or calls for bids by it for the furnishing to it of work, labor, materials, and equipment as required by applicable law and as will provide adequate competition; and the award of each contract therefor shall be made, after approval by the Government, to the lowest responsible bidder as soon as practicable: Provided, that in the selection of equipment or materials the



Borrower may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price. The Borrower shall obtain the concurrence of the Government before approving subcontracts relating to the Project.

Section 19. Changes in Construction Contract. Any change in a construction contract shall be submitted to the Government for approval. Construction contracts shall include a provision specifying that the above requirement will be met.

Section 20. Contract Security. The Borrower shall require that each construction contractor shall furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in amount not less than 50 percent of his contract price or in a penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

Section 21. Insurance During Construction. The Borrower shall require that each of its contractors and all subcontractors shall maintain during the life of his contract Workmen's Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Government. Until the project is completed and accepted by the Borrower, the Borrower is required to maintain, or to require the contractor to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Borrower, the prime contractor, and all subcontractors, as their interests may appear.

Section 22. Wage Rates and Work Hours.

(a) Wage Rates. Upon receipt of the list of wage rates determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (Davis-Bacon Act, as amended), the Borrower shall include such list in all contracts calling for work on the Project and require adherence thereto. The Borrower shall also require of each of its contractors that such list shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by law, wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees.

If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the Secretary of Labor. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Borrower of his intention to employ persons in trades or occupations not classified in sufficient time for the Borrower to obtain approved rates for such trades or occupations.

(b) Contract Work Hours. The Borrower shall comply with the provisions of the Contract Work Hours Standards Act (40 U.S.C. 327-332) and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated herein by reference. The Borrower shall cause to be inserted in each contract or subcontract subject to the Work Hours Standards Act the specific provisions required by the above regulations.



(c) Donation of Services. The Government may waive the application of subsections (a) and (b) in cases or classes of cases where laborers or mechanics, not otherwise employed at any time in the construction of the project, voluntarily donate their services without full compensation for the purpose of lowering the costs of construction and the Government determines that any amounts saved thereby are fully credited to the Borrower.

Section 23. Payment of Employees. The Borrower shall require of its contractors that all employees engaged in work on the Project be paid in full (less deductions made mandatory by law) not less often than once each week.

Section 24. Wage Underpayments and Adjustments. The Borrower shall require of each of its contractors that, in cases of underpayment of wages by the contractor, the Borrower may withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

Section 25. Copeland Act. The Borrower shall comply with the provisions of the Copeland Act (Anti-Kickback) 48 Stat. 1948, as amended, and the applicable rules and regulations issued by the Secretary of Labor thereunder which are incorporated herein by reference. The Borrower shall cause to be inserted in each contract or subcontract subject to the Copeland Act the specific provisions required by the above regulations in the construction, prosecution, or completion of the Project to comply therewith, and to cause his subcontractors to do likewise.

Section 26. Accident Prevention. The Borrower shall require of its contractors that precaution shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

Section 27. Supervision and Inspection. The Borrower shall provide and maintain on its own behalf competent and adequate architectural or engineering services covering the supervision and inspection of the development and construction of the Project.

Section 28. Nondiscrimination.

a. Civil Rights Act of 1964. The Borrower covenants and agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and with the rules and regulations (24CFR, Subtitle A, Part 1) issued by the Department of Housing and Urban Development pursuant thereto.

b. Equal Opportunity in Housing. The Borrower covenants and agrees that it will comply with the provisions of Executive Order 11063, dated November 20, 1962, and with the requirements issued by the Department of Housing and Urban Development pursuant thereto.

c. Equal Employment Opportunity. The Borrower hereby agrees to incorporate or cause to be incorporated into any contract for construction work or modification thereof, paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant,



contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations,



or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The Borrower further agrees that it will be bound by the above equal opportunity clause in any Federally-assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

The Borrower agrees that it will cooperate actively with the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Department of Housing and Urban Development in the discharge of the Department's primary responsibility for securing compliance. The Borrower further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to Part II, Subpart D, of Executive Order 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D, of Executive Order 11246. In addition, the Borrower agrees that if it fails or refuses to comply with these undertakings, the Department of Housing and Urban Development may cancel, terminate or suspend in whole or in part this loan, may refrain from extending any further assistance to the Borrower under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Borrower, or may refer the case to the Department of Justice for appropriate legal proceedings.

Section 29. Payments to Contractors. Not later than the fifteenth day of each calendar month the Borrower shall make a partial payment to each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but shall retain until final completion and acceptance of all work covered by the particular contract a reasonable amount, specified in the contract, sufficient to insure the proper performance of the contract.

Section 30. Audit and Inspection. The Borrower shall require of its contractors that the Government's authorized representatives be permitted, and it will itself permit them, to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records appertaining to the development of the Project; and shall permit the Government's authorized representatives to audit the books, records, and accounts of the Borrower appertaining to the loan and the development of the Project.



Section 31. Government Field Expense. The Government will bill the Borrower for payment of the fee specified in the Loan Agreement to cover audit and inspection costs and payment will be due from the first funds deposited in the Construction Account. In the event of termination of the Loan Agreement through the sale of all of the Bonds to private purchasers, the Borrower shall be entitled to a refund of all or a proportionate part of the fee. The refund shall be in such an amount as the Government determines to be equitable under the circumstances.

Section 32. Signs. The Borrower shall cause to be erected at the site of the Project, and maintained during construction, signs satisfactory to the Government identifying the Project and indicating the fact that the Government is participating in the development of the Project.

Section 33. Retention of Title. So long as the Government holds any of the Bonds, the Borrower shall not dispose of its title to the Project or to any facility the revenues of which are pledged as security for the Bonds, or to any useful part thereof, including any facility necessary to the operation and use thereof, and the lands and interests in lands comprising their sites, except as permitted in the Loan Agreement and the bond authorizing proceedings.

Section 34. Insurance on Completed Project.

(a) Fire and Extended Coverage. Upon acceptance of the Project from the contractor, the Borrower shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on the Project and, upon receipt of funds acquired pursuant to the Loan Agreement, the Borrower shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on any other of its buildings the revenues of which are pledged to the security of the loan. The foregoing Fire and Extended Coverage Insurance shall be maintained so long as any of the Bonds are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed 80 percent of the full insurable value of the damaged building.

Where a Trustee is to be or has been designated in connection with the Bonds, each such insurance policy shall be acceptable to the Trustee and shall contain a clause making all losses payable to the Trustee as its interest may appear.

In the event of any damage to or destruction of any of said building or buildings, the Borrower shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof, or retire the outstanding bonds.

(b) Boiler Insurance. Upon acceptance of the Project from the contractor, the Borrower shall, if such insurance is not already in force, procure and maintain, so long as any of the Bonds are outstanding, Boiler Insurance covering any ~~steam~~ boilers servicing the Project, in a minimum amount of \$50,000.00.

(c) Liability Insurance. Upon receipt of any funds acquired pursuant to the Loan Agreement, the borrower shall, if such insurance is not already in force, procure and maintain, so long as any of the Bonds are outstanding, Public Liability Insurance with limits of not less than \$100,000 for one person and \$300,000 for more than one person involved in one accident to protect the borrower from claims for bodily injury and/or death which may arise from the borrower's operations, including any use or occupancy of its grounds, structures and vehicles, and including



any nonowned vehicles operated for the benefit of the borrower. The borrower shall also maintain Vehicle Property Damage Insurance with limits of not less than \$10,000.

(d) Use and Occupancy Insurance. Immediately upon occupancy of any portion of the Project and so long thereafter as the funds and investments of the Bond and Interest Sinking Fund Account or Collateral Account, if any (as provided in the Loan Agreement) are less than the maximum debt service reserve required by said provisions of the Loan Agreement, the Borrower shall procure and maintain Use and Occupancy Insurance on each building, the revenues of which are pledged to payment of the Bonds, in an amount sufficient to enable the Borrower to deposit in the Bond and Interest Sinking Fund Account, out of the proceeds of such insurance, an amount equal to the sum that would normally have been available for deposit in such Account from the revenues of the damaged building during the time the damaged building is non-revenue producing as a result of loss of use caused by the perils covered by Fire and Extended Coverage Insurance. Where a Trustee is to be or has been designated in connection with the Bonds, each such insurance policy shall be acceptable to the Trustee and shall contain a loss payable clause making any loss thereunder payable to the Trustee as its interest may appear.

Section 35. Parietal Rules. The Borrower shall establish and maintain so long as any of the Bonds are outstanding, such parietal rules, rental rates and charges for the use of the Project facilities and such other facilities the revenues of which are pledged to the payment of the Bonds as may be necessary to (1) assure maximum occupancy and use of said facilities and (2) provide together with any other funds herein pledged to payment of the Bonds (a) the operating and maintenance expenses of said facilities, (b) the debt service on the Bonds, (c) the required reserve therefor, and (d) the Repair and Replacement Reserve where such reserves are required.

Section 36. Proper Records and Books. The Borrower covenants that it will keep accurate financial records and proper books relating to the Project, other facilities the revenues of which are pledged to secure the Bonds, and other pledged revenue sources, and such records and books shall be open to inspection by the Bondholders and their agents and representatives. The Borrower further covenants that not later than 90 days after the close of each fiscal year it will furnish to the Trustee and to any Bondholder who shall request same in writing, copies of audit reports prepared by an independent public accountant, or where appropriate, by the State auditing official, reflecting in reasonable detail the financial condition and record of operation of the Borrower, the Project, other pledged facilities, and other pledged revenue sources, including particularly the Borrower's enrollment, the occupancy or degree of use of and rates charged for the use of, and the insurance on, the Project and any other facilities the revenues of which are pledged in the Loan Agreement, and the status of the several accounts and funds required by the Loan Agreement.

Section 37. Investment of Funds. Moneys on deposit to the credit of the Bond and Interest Sinking Fund Account and/or the Repair and Replacement Reserve Account shall, upon request by the Borrower, be invested by the Trustee or other designated depository, in direct obligations of, or obligations the principal of and the interest on which are guaranteed by, the United States Government. Where the Borrower is required to maintain fixed amounts in such accounts, the investments of such funds shall be valued in terms of current market value as of June 30 and December 31 of each year.



Section 38. Bond Redemption. So long as the Government holds any of the Bonds, it will waive the non-callable provisions, redemption premiums, and publication of notice of call applicable thereto.

Section 39. Interest of Third Parties. The Loan Agreement is not for the benefit of third parties, including the holders from time to time of any of the Bonds, and the Government shall be under no obligation to any such parties, whether or not indirectly interested in said Agreement, to pay any charges or expenses incident to compliance by the Borrower with any of its duties or obligations thereunder.

Section 40. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Section 41. Bonus or Commission. By execution of the Loan Agreement the Borrower represents that it has not paid and, also, agrees not to pay, any bonus, commission, or fee for the purpose of obtaining an approval of its application for the loan hereunder.

Section 42. Termination Rights. Prior to disbursement of any Government loan moneys under the Loan Agreement, the Borrower shall have the right to terminate such Agreement effective thirty days after giving notice of termination to the Government, and upon reimbursement by Borrower of any Government field expenses which have been incurred.

The Government shall have the right to terminate the Loan Agreement, effective upon thirty days notice thereof to the Borrower, whenever the Government determines that the Borrower has failed to proceed promptly with the construction and financing of the project.

Section 43. State or Territorial Law. Anything in the Loan Agreement to the contrary notwithstanding, nothing in the Loan Agreement shall require the Borrower to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or territorial law: Provided, That if any of the provisions of the Loan Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Loan Agreement would require the Borrower to violate any applicable State or territorial law, the Borrower will at once notify the Government in writing in order that appropriate changes and modifications may be made by the Government and the Borrower to the end that the Borrower may proceed as soon as possible with the construction of the Project.



The following Special Conditions are made a part of the Loan Agreement for the above-numbered project, as specified in Section 6 of the Loan Agreement.

1. Prior to filing a requisition for loan funds, the Borrower shall:
  - (a) Present a certificate executed by the Governing Body of the College stating that the College is in full compliance with all covenants and undertakings in connection with all of its bonds then outstanding and payable from the revenues of the Housing System or any part thereof; and
  - (b) Present an estimate of the pledged revenues prepared by the chief financial officer of the College and approved by its President and the Board of Trustees showing that said pledged revenues will equal at least one and twenty-five hundredths (1.25) times the average annual debt service requirements for principal and interest on all outstanding bonds payable from the revenues of the Housing System, including bonds authorized but not yet issued and the additional bonds to be issued. The pledged revenue and calculation of average annual debt service requirements for principal and interest shall be determined as set forth in the Indenture which established the Housing System and authorized the issuance of the Housing System Bonds of 1965, Series A, Series B, Series C, Series D, Series E, Series F, Series G, and Series H.
2. The Bonds herein proposed shall be on a parity, in all respects, with the Housing System Bonds of 1965, Series A, Series B, Series C, Series D, Series E, Series F, Series G, and Series H, dated April 1, 1965. All provisions contained in the Indenture authorizing the Bonds herein proposed and described shall be consistent with the Indenture which authorized the issuance of the aforementioned parity bonds including the Flow of Funds and the use of the already established funds and accounts to the extent required.
3. The Borrower covenants and agrees to deposit the accrued interest received from the sale of the Bonds into the System Bond Fund, and, thereafter, as soon as any portion of the project becomes revenue producing, the Borrower shall transfer from the System Revenue Fund and deposit into the System Bond Fund the following amounts in addition to deposits otherwise required to be made therein:
  - (a) By March 15 and September 15 in each year during the time the 1966 Bonds, or any of them, are outstanding, a sum of money not less than the next maturing interest on the Bonds;
  - (b) By March 15 and September 15 in each year during the time the 1966 Bonds, or any of them, are outstanding, a sum of money not less than one-half of the principal on the Bonds maturing within the succeeding twelve (12) months; and

- (c) Beginning with the end of the first school year in which the College has had use of the project facilities and on or before the end of each school year thereafter, an additional amount of \$26,955 annually until an additional debt service reserve of \$107,820 on the outstanding 1966 Bonds has been established, and thereafter, such sums annually as may be necessary to maintain the required reserve of \$341,320 on all outstanding Housing System Bonds.
4. As soon as the additional reserve of \$107,820 has been established in the System Bond Fund, the Borrower shall, on or before the close of each fiscal year, transfer from the System Revenue Fund and deposit into the Housing System Repair and Replacement Reserve Account, in addition to deposits otherwise required to be made therein, the sum of \$15,000 annually until such time as the funds and/or investments in the account shall aggregate \$630,000 and thereafter such sums but not more than a combined total of \$63,000 annually as may be required to restore and maintain the reserve of \$630,000.
5. The Borrower shall have the power to issue additional parity bonds payable from the revenues pledged to these Bonds and other outstanding parity bonds provided that in each instance the Borrower has complied with the provisions governing the issuance of additional parity bonds as so stated in the Indentures which have authorized the issuance of the parity bonds outstanding and payable from the revenues of the Housing System.
6. The Terms and Conditions HUD-4520(3-66) attached to and made a part of the Loan Agreement is hereby modified as follows:
- (a) Section 2. (a) Representatives is changed to Representations; and
- (b) Section 34. (b) Boiler Insurance is revised by striking the word "steam" from the words "steam boilers," and by changing the word "project," in the last line, to "Housing System."



RESOLUTION

APPROVING A LOAN AGREEMENT WITH UNITED STATES OF AMERICA  
(Project No. CH-Ark-85(D))

WHEREAS, there has been filed with the Department of Housing and Urban Development, in behalf of the Board of Trustees of State College of Arkansas (hereinafter called "Borrower"), an application for aid in financing college housing and dining facilities under the provisions of Title IV of the Housing Act of 1950, as amended, and the United States of America, through the Secretary of Housing and Urban Development, has transmitted to the Borrower for consideration a Loan Agreement tendering such aid, dated July 1, 1967, in connection with the Project referred to in said application and generally described in said Agreement; and

WHEREAS, said Agreement has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Borrower's records; and

WHEREAS, it is deemed advisable that said Agreement be accepted;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Borrower that the said Agreement, a true and correct copy of which is attached hereto, be and the same hereby is accepted without reservation or qualification, and that the Chairman and Secretary of the Board of Trustees of the Borrower are authorized to execute documents evidencing such acceptance and to take such further action as is necessary to provide the Project.

Mr. Hatchett introduced a resolution entitled:

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE  
OF SALE OF HOUSING SYSTEM BONDS OF 1966**

which he read, and then moved that the resolution be adopted. Mr. Ahlf seconded the motion.

The motion carrying with it the adoption of the resolution prevailed by the following vote:

AYES: **Polk, Morgan, Harper, Mitchell, Hatchett, Ahlf**

NOES: None.

A true copy of the resolution is attached to these minutes as a part hereof.

\* \* \* \* \* (Business not relating to the issuance of bonds.) \* \* \* \* \*

Upon motion duly made, seconded, and unanimously carried, the meeting adjourned.

Attest: Louis W. Polk  
Chairman, Board of Trustees

Miss Rufus W. Mangum, Jr.  
Secretary, Board of Trustees

CERTIFICATE

**State College of Arkansas**

I, the undersigned, Secretary to the President of ~~Arkansas~~ ~~State Teachers College~~ and keeper of the records of the Board of Trustees of said College, hereby certify the foregoing to be a true copy of the excerpts therein set out from a duly called and constituted meeting of said Board, and that attached hereto is a true copy of each resolution adopted at said meeting pertaining to the proposed issuance of bonds by the Board, as recorded in the book containing the minutes of the meetings of the Board of Trustees.

CERTIFIED under my hand and the seal of said College, this \_\_\_\_\_ day of August, 1967.

Oraline P. Creft  
Secretary to the President of ~~Arkansas~~ ~~State Teachers College~~  
**State College of Arkansas**

(Seal)



Resolution

WHEREAS, the Board of Trustees of State College of Arkansas, in a duly called and constituted meeting, has received bids for the construction of the Project which exceed the estimated cost of \$2, 400, 000 by \$250, 000; and

WHEREAS, it is recognized that this increase in the cost of the Project will call for an Amendatory Loan Agreement which will be submitted at some later time by the Department of Housing and Urban Development and at a time when the Board of Trustees is not in session; and

WHEREAS, it is the desire of the Board of Trustees to avoid as far as possible any delay in the beginning of the construction of the Project; now, therefore,

BE IT RESOLVED by the Board of Trustees of State College of Arkansas:

1. That in the event the Department of Housing and Urban Development does submit through the President of the College an Amendatory Loan Agreement authorizing an increase of the Project cost from \$2, 400, 000 to \$2, 650, 000, the President of the College and the Secretary of the Board of Trustees be and they are hereby authorized to execute said Amendatory Loan Agreement for and on behalf of the Board of Trustees.

Adopted: August 18, 1967.

Certificate

I, the undersigned, the duly elected, qualified and acting Secretary of the Board of Trustees of State College of Arkansas, hereby certify the foregoing to be a true, correct and complete copy of a resolution unanimously authorized and adopted at a duly called and constituted regular meeting of said Board held August 18, 1967, at which a quorum was present and voting.

CERTIFIED under my hand and the seal of said Board of Trustees this 15th day of September, 1967.

*Mrs. Rufus W. Mungau, Jr.*  
Secretary, Board of Trustees,  
State College of Arkansas

(Seal)