

The Board of Trustees of The Arkansas State Teachers College met in the President's office, Arkansas State Teachers College, Conway, Arkansas Tuesday, January 8, 1957 pursuant to legal call of the meeting by the Chairman. The following members were present: Dr. James H. Flanagin, Chairman; Dr. John W. Sneed, Jr., Vice-Chairman; Mrs. Rufus W. Morgan, Jr., Secretary; Harry S. Ashmore; Louie H. Polk; Sam E. Adkisson and Walter Priest.

President Snow met with the Board.

Chairman Flanagin directed roll call and all members of the Board were present.

Chairman Flanagin called the meeting into formal session.

Minutes of the last meeting of the Board were approved as read.

Chairman Flanagin called for items of old or pending business.

Trustee Sneed made a motion, which was seconded by Trustee Polk that the Government's bid of par plus accrued interest at two and three-fourths per centum per annum for all or any combination of blocks of \$350,000 Student Center Bonds as advertised, in accordance with loan agreement dated July 1, 1956, submitted by John C. Hazeltine be accepted by the Board of Trustees. The motion passed unanimously. The following Resolution was passed:

R E S O L U T I O N
AWARDING TO THE PURCHASER \$350,000 THE BOARD
OF TRUSTEES OF ARKANSAS STATE TEACHERS COLLEGE
STUDENT CENTER BONDS, SERIES 1956

WHEREAS, the Board of Trustees of Arkansas State Teachers College has under consideration the sale of its \$350,000 Student Center Bonds, Series 1956, dated October 1, 1956, bearing interest at the rate of not exceeding 2-3/4 % per annum, payable April 1, 1957, and thereafter semi-annually on the first day of October and the first day of April in each year, maturing serially throughout the years 1959 to 1997, both inclusive; and

WHEREAS, the following offer was received:

NAME OF OFFERER	PRICE	INTEREST RATE
The United States of America	Par and accrued interest	2-3/4%

and

WHEREAS, after having received and considered the offer of the United States of America for the \$350,000 of bonds, which offer is par and accrued interest to date of delivery at an interest rate of 2-3/4% per annum, and is the best and only bid received for said bonds, it is considered to be to the best interest of the College that said offer be accepted.

THEREFORE BE IT ORDERED AND RESOLVED BY THE BOARD OF TRUSTEES OF ARKANSAS STATE TEACHERS COLLEGE:

1. That the offer of The United States of America for said \$350,000 of bonds, being par and accrued interest to date of delivery for bonds bearing interest at the rate of 2-3/4 % per annum, be and the same is hereby accepted.

2. That the Chairman, Secretary and other officers of the Board of Trustees be and they are hereby ordered and directed to do any and all things necessary to complete the delivery of said bonds to the purchaser, in accordance herewith.

ADOPTED AND APPROVED THIS THE 8th day of January, 1957.

/s/ James H. Flanagin, Chairman

/s/ Mrs. Rufus W. Morgan, Jr., Secretary

Upon the motion of Trustee Adkisson, seconded by Trustee Priest the Board of Trustees unanimously passed the following Resolution:

R E S O L U T I O N

BY THE BOARD OF TRUSTEES OF ARKANSAS STATE TEACHERS COLLEGE FIXING THE STUDENT ACTIVITY FEES, WHICH, WITH THE NET REVENUES AND INCOME TO BE DERIVED FROM THE OPERATION OF THE STUDENT CENTER BUILDING, INCLUDING BOOK STORE, SNACK BAR, AND POST OFFICE, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR AND INTEREST ON THE BOARD'S STUDENT CENTER BONDS, SERIES 1956.

WHEREAS, concurrently with the adoption of this resolution the Board of Trustees of Arkansas State Teachers College has authorized the issuance of \$350,000 of its Student Center Bonds, Series 1956, for the purpose of providing a student center building to house all student center activities, except dining facilities, together with necessary appurtenant facilities (sometimes hereinafter referred to as the "Project"); and has pledged to the payment of the principal of and interest on said Bonds the student activity fees to be paid by each student enrolled for the regular or summer terms of the college and the net revenues and income derived from the operation of the Project, including Book Store, Snack Bar, and Post Office; and

WHEREAS, it is proper that before the actual issuance and delivery of said Bonds the student activity fee to be charged be fixed:

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

1. That the following student activity fees, which have been pledged, are hereby established and shall remain in force and effect until and unless changed by this Board in accordance with covenants contained in the Indenture authorizing the issuance of said Bonds, to-wit:

Student Activity Fee to be collected from each student	
enrolled at the regular term of the college - - - - -	\$5.00
Student Activity Fee to be collected from each student	
enrolled at the summer term of the college - - - - -	-\$2.50

2. That the fees thus fixed herein shall remain in force and effect until and unless changed by order of the Board of Trustees, which reserves the right and has covenanted to alter said rates as when considered by it necessary to make the payments it has covenanted to make in the Indenture securing the aforesaid Bonds.

3. That the administrative officers of the College be and they are hereby authorized, ordered and directed to do any and all things necessary and/or convenient to carry out and accomplish the purpose of this resolution.

ADOPTED AND APPROVED THIS THE 8th day of January, 1957.

/s/ James H. Flanagin, Chairman
/s/ Mrs. Rufus W. Morgan, Jr., Secretary

Trustee Morgan moved that the following Resolution be adopted. Trustee Polk seconded the motion which passed unanimously.

R E S O L U T I O N

BY THE BOARD OF TRUSTEES OF ARKANSAS STATE TEACHERS COLLEGE AUTHORIZING THE PRESIDENT OF THE COLLEGE TO TAKE CERTAIN ACTION IN THE ABSENCE OF THE CHAIRMAN OF THE BOARD OF TRUSTEES.

WHEREAS, the Board of Trustees of Arkansas State Teachers College has authorized a contract for the construction of the proposed Student Center Building; and

WHEREAS, during the course of the construction there will frequently arise matters for determination which ordinarily would be referred to the Chairman of the Board of Trustees, but the Chairman of the Board of Trustees will not always be available and the work of construction would be delayed by reason of his absence, so that it is advisable that as a matter of convenience the President of the College should have the power to act; now, therefore,

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

1. That Silas D. Snow, President of Arkansas State Teachers College, be and he is hereby authorized to act for and on behalf of the Board of Trustees and of Arkansas State Teachers College in passing on matters in connection with the construction that may arise from time to time calling for the exercise of choice or judgement and in authorizing changes in plans or specifications, and that in making such decisions he shall consult with Bruce R. Anderson, architect and engineer for the construction of the Student Center Building.

ADOPTED AND APPROVED THIS THE 8th day of January 1957.

/s/ James H. Flanagan, Chairman
/s/ Mrs. Rufus W. Morgan, Jr., Secretary

A ninety-nine (99) year Land-Lease Agreement with the United States Government for a three acre site on which an Army Reserve Training Center would be constructed was unanimously passed by the Board. To enter this agreement, Trustee Polk made a motion, which was seconded by Trustee Adkisson that the following Agreement between the Board of Trustees of The Arkansas State Teachers College and the United States of America be accepted:

LAND LEASE

Between

THE BOARD OF TRUSTEES OF THE ARKANSAS STATE TEACHERS COLLEGE
and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 8th day of January in the year one thousand nine hundred and fifty-seven by and between The Board of Trustees of the Arkansas State Teachers College, whose address is Conway, Arkansas and whose interest in the property hereinafter described is that of owner for itself, its successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

A tract of land situated in the County of Faulkner, State of Arkansas, being part of the NE 1/4 of the NE 1/4 of Section 14, Township 5 North, Range 14 West of the 5th Principal Meridian, and more particularly described as follows:

Beginning at the northeast corner of said Section 14, which is in the center of the intersection of Robins Street and Donaghey Avenue; thence south 125 feet to a point in the center of Donaghey Avenue; thence west 30.0 feet to a point of beginning proper which is also the northeast corner of subject site; thence west 361 feet to a point; thence south 361 feet to a point; thence east 361 feet to a point; thence north 361 feet to the point of beginning, and containing 3.0 acres, more or less,

to be used for the following purpose: Governmental purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1957, through June 30, 2056

4. The Government shall pay the Lessor rent at the following rate: One Dollar (\$1.00) for the term of the lease, the receipt and sufficiency of which are hereby acknowledged.

5. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

6. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Arkansas State Teachers College, Conway, Arkansas, and if given by the Lessor shall be addressed to the District Engineer, Little Rock District, Corps of Engineers, 300 Broadway, Little Rock, Arkansas.

7. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

9. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

Conditions 11, 12, 13 and 14 added on reserve side prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

ATTEST:

/s/ Mrs. Rufus W. Morgan, Jr
Secretary of the Board
Morrilton, Arkansas

THE BOARD OF TRUSTEES OF THE
ARKANSAS STATE TEACHERS COLLEGE
By /s/ James H. Flanagan SEAL
Chairman of the Board

R E S O L U T I O N

WHEREAS, the Government is desirous of entering into a 99-year lease for a consideration of One Dollar (\$1.00) for the construction of a United States Army Reserve Training Center on property belonging to Arkansas State Teachers College, Conway, Arkansas, and more particularly described as follows:

A tract of land situated in the County of Faulkner, State of Arkansas, being part of the NE 1/4 of the NE 1/4 of Section 14, Township 5 North, Range 14 West of the 5th Principal Meridian, and more particularly described as follows:

Beginning at the northeast corner of said Section 14, which is in the center of the intersection of Robins Street and Donaghey Avenue; thence south 125 feet to a point in the center of Donaghey Avenue; thence west 30.0 feet to a point of beginning proper which is also the northeast corner of subject site; thence west 361 feet to a point; thence south 361 feet to a point; thence east 361 feet to a point; thence north 361 feet to the point of beginning, and containing 3.0 acres, more or less

and,

WHEREAS, the granting of the lease will be of benefit to Arkansas State Teachers College; and

WHEREAS, the Attorney General of the State of Arkansas has approved the authority of the Board of Trustees to enter into the lease.

NOW THEREFORE, BE IT RESOLVED by The Board of Trustees of the Arkansas State Teachers College that the President and Secretary of the Board be, and they hereby are authorized empowered, and directed to execute on behalf of The Board of Trustees of The Arkansas State Teachers College that certain lease between The Board, as lessor, and The United States of America, as lessee, dated the 8th day of January 1957, and covering the above described property for a period extending through June 30, 2056, for a total consideration of One Dollar (\$1.00).

C E R T I F I C A T E

I, the undersigned, Mrs. Rufus W. Morgan, Jr., Secretary of The Board of Trustees of The Arkansas State Teachers College, an Arkansas educational institution organized and existing under and by virtue of the laws of the State of Arkansas, certify that the foregoing is a true copy of the resolution adopted by the said Board of Trustees at a regular and constituted meeting held on the 8th day of January 1957, which resolution has been entered in the minute book of said institution and is now in full force and effect; that at said meeting a majority of the Board of Trustees was present and voted in favor of said resolution; and that at the time of adoption of said resolution the Board of Trustees had full power and lawful authority to adopt the same and to confer the powers thereby granted to the officers therein designated who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the College hereto this 8th day of January, 1957

/ s/ Mrs. Rufus W. Morgan, Jr.,
Secretary of the Board of Trustees of
The Arkansas State Teachers College

The motion and resolution was unanimously adopted by the Board.

A motion was made by Trustee Polk that the existing compulsory age retirement regulation of sixty-five years for instructional staff members be unchanged and that all personnel, administrative and non-professional, be included in this same regulation. This change in the regulation is not to be applied in a retroactive manner whatsoever. (This regulation is interpreted to mean that beginning July 1, 1957, any person on the payroll of The Arkansas State Teachers College will be

required to retire on June 30 at the end of the fiscal year in which he will have attained the age of 65 years. Again, it is understood that any person who presently exceeds this age and classified either as administrative staff member or non-professional employee will not be compelled to retire until the age of 72 unless in the judgement of the administration, regardless of age, he is unable to perform his services, because of either mental or physical disabilities).

Trustee Adkisson seconded the motion, which passed unanimously.

Trustee Priest made a motion that the brick for the new Student Union Building as submitted by Hope Brick Company be selected and the General Contractor, Nabholz Construction Company, be directed to purchase same. Trustee Adkisson seconded the motion, which was unanimously passed.

There being no further items of old business to come before the Board, Chairman Flanagan called for items of new business.

A request by Mrs. Hazel Clay Fraser to construct a service station on the corner of Bruce and Donaghey Streets was presented. After a discussion of this request Trustee Ashmore made a motion that the following resolution be adopted by the Board

R E S O L U T I O N

The Board of Trustees declines at this time to grant a waiver of the ordinance of the City of Conway requiring that no service station may be located within 300 feet of a school building without the consent of the school.

It is the feeling of the Board that further consideration of this matter should be postponed until the City of Conway completes the planning and zoning ordinances which are now in preparation.

Trustee Polk seconded the motion, which passed unanimously.

Trustee Sneed made a motion, seconded by Trustee Morgan and unanimously passed that the college purchase new Post Office boxes to be placed in the new Student Union Building for an amount not to exceed \$4209.15.

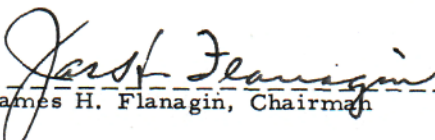
A motion was made by Trustee Ashmore that the college pay to the Teacher Retirement System the amount of \$1,540.08 to match payments for the following staff members who have paid back contributions in order to bring their teacher retirement up to date:

8859	Eunice Burns	\$ 36.00
13161	Jeff Farris	33.25
13210	Mrs. Henry Hudson	203.74
977	E. W. Packard	73.76
39497	Mrs. E. W. Packard	33.80
43831	Ruby T. Chick	674.64 *
45054	Dura McEachern	429.22
6590	Ellodee Ferrell	30.67
1127	Myrtle Lee Selig	25.00 *
	Total	1,540.08

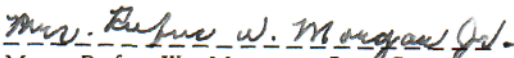
*Indicates the payment made is as of this date, but final payment has not been completed. The college will be billed for the additional matching when payment is made in full.

Trustee Polk seconded the motion which was passed unanimously.

There being no further business to be transacted, the Board adjourned until legally called into session again.



James H. Flanagan, Chairman



Mrs. Rufus W. Morgan, Jr., Secretary