

**AGENDA FOR TELECONFERENCE MEETING OF BOARD OF TRUSTEES
OF
UNIVERSITY OF CENTRAL ARKANSAS
AT
9:30 A.M.
ON
FRIDAY, FEBRUARY 26, 2016
Call-in Number: 1-855-332-4181
Access Code: 4503173**

**Ms. Shelia Vaught – Chair
Ms. Elizabeth Farris – Vice Chair
Mr. Joe Whisenhunt – Secretary
Mr. Bunny Adcock
Mr. Victor Green
Ms. Kay Hinkle
Mr. Brad Lacy**

I. CALL TO ORDER

II. ROLL CALL

III. ACTION AGENDA

A. Contract Review Procedures – Board Policy No. 416

**B. Property Acquisitions – 121, 123, 125, 127, 129, 131, 133, 135, 137, and 139
Baridon Street, Conway, AR**

C. Other Business

IV. ADJOURNMENT

III. ACTION AGENDA

A. Contract Review Procedures – Board Policy No. 416

Pursuant to Board Policy No. 416, Contract Review Procedures, the administration must seek board approval for (i) any contract which will require the expenditure by the university of funds (at any time) in excess of \$250,000; or (ii) any contract with a term exceeding one year, unless the Office of General Counsel certifies, in writing, that the contract may be terminated by the university on the giving of written notice of 90 days or less.

The administration is seeking board approval for the university to enter into a contract with Global Synthetics Environmental, LLC.

Therefore, the president recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees authorizes the administration to enter into a contract with Global Synthetics Environmental, LLC.”

UNIVERSITY OF CENTRAL ARKANSAS

***REASON FOR REQUIRING BOARD REVIEW AND ACTION
(Board Policy No. 416)***

Contract involving more than \$250,000

SUMMARY

1. Parties: Agreement between the University of Central Arkansas and Global Synthetics Environmental, LLC (Baton Rouge, Louisiana).
2. Purpose: The installation of artificial turf on the intramural softball fields.
3. Term: N/A.
4. University Funds to be Paid: \$328,650.00. Change orders cannot exceed 25% of the original bid amount.
5. Funds Received: N/A.
6. Public Bid/Purchasing Approval: A competitive sealed Invitation for Bid (“IFB”) was issued to obtain a contractor to provide and install artificial turf on the intramural softball fields. The IFB opened on February 16, 2016. Four bids were received, and Global Synthetics Environmental, LLC, submitted the lowest bid in the amount of \$328,650.00
7. Special Provisions/Terms/Conditions: N/A.
8. Approval/Notification to UCA Foundation: N/A.

Form prepared by: Warren Readnour, General Counsel

Date: February 19, 2016

III. ACTION AGENDA

B. Property Acquisitions – 121, 123, 125, 127, 129, 131, 133, 135, 137, and 139 Baridon Street, Conway, Arkansas

SLC Properties, LLC, owns five duplexes (121, 123, 125, 127, 129, 131, 133, 135, 137, and 139) on the west side of Baridon Street between South Boulevard and Robins Street. The duplexes were built in 1987 and 1989 and range from 1,792 to 1,920 square feet. These properties are in a prime location on Baridon Street. This is an area in which the university has acquired two properties within the past two years. The university recently paved a parking lot at the corner of South Boulevard and Baridon Street, which is adjacent to one of the duplexes. The duplexes initially will be used for student housing.

The university has signed an offer and acceptance with SLC Properties, LLC, for \$625,000. A copy of the signed agreement is attached. The agreement requires that the closing occur by July 29, 2016. It is anticipated that the closing will occur in early July, after the start of UCA's 2017 fiscal year. The closing of the proposed acquisition is conditioned upon the approval of the Board of Trustees.

Therefore, the president recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees approves the transaction described above with SLC Properties, LLC, for the sale and purchase of five duplexes with street addresses of 121, 123, 125, 127, 129, 131, 133, 135, 137 and 139 Baridon Street, Conway, Arkansas, for the sum of \$625,000, 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.”



February 4, 2016

Sharon Clanton, Member
SLC Properties, LLC
120 Baridon Street
Conway, Arkansas 72034

**RE: OFFER & ACCEPTANCE – 121, 123, 125, 127, 129, 131, 133, 135, 137 and 139
Baridon Street, Conway, AR 72034**

Dear Ms. Clanton:

Subject to the satisfaction of all of the provisions and conditions set forth herein, the Board of Trustees of the University of Central Arkansas (“**Buyer**”) offers to purchase from SLC Properties, LLC (“**Sellers**”) the property described below for the sum of Six Hundred Twenty-Five Thousand Dollars (\$625,000), plus the Buyer’s share of the closing costs.

The property subject to this offer and acceptance consists of five duplexes located at 121, 123, 125, 127, 129, 131, 133, 135, 137, and 139 Baridon Street, Conway, Arkansas, 72034, and is more particularly described as follows:

Lots 13A and 14A of Block 74, Boulevard Addition to the City of Conway, Faulkner County, Arkansas, the same being a replat of Lots 12, 13, and 14 of Block 74.

Lots 15, 16, and 17 of Block 74, Boulevard Addition to the City of Conway, Faulkner County, Arkansas.

Also, the east ten feet of the closed twenty foot alley on the west boundary of Lots 13A, 14A, 15, 16, and 17 of Block 74, Boulevard Addition to the City of Conway, Faulkner County, 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 parcel owned by the Sellers 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 **July 29, 2016**;
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 Sellers;
4. Sellers 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. Sellers shall be responsible for all real property taxes for previous years;
6. Buyer and Sellers 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. Sellers represent and warrant to Buyer that Sellers are 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 Sellers are in sole and exclusive possession of the Property, except for leases, copies of which have been delivered to representatives of Buyer;
9. Sellers represent and warrant to Buyer that all liens against the Property and all money owed on the Property, if any, are the responsibility of Sellers, and if existing will be satisfied and paid in full at, or prior to, closing;
10. Sellers represent and warrant to Buyer that there are no unrecorded rights-of-way for roadway, utilities or other matters affecting the Property;
11. Sellers represent and warrant 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;

SLC Properties, LLC
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This offer shall terminate and be of no effect unless it is signed by Sellers, and delivered to Warren Readnour, General Counsel, by 4:30 P.M. Central Time on Friday, February 19, 2016.

Sincerely,


Tom Courtway
President

ACCEPTANCE BY SELLERS

The offer set forth above and all terms and conditions are hereby accepted on this 11 day of February, 2016, at 2:00 (A.M. or P.M.)

SLC Properties, LLC

By: Monroe Clanton, member

By: _____

By: _____

12. Sellers represent and warrant to Buyer that there are no proceedings, either pending or threatened, which, if decided adversely to Sellers, would constitute a lien on the Property; nor are there any money judgments entered by a court against Sellers that constitute a lien on the Property.

13. Sellers represent and warrant 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;

14. Sellers shall be responsible for all risk of loss to the Property and improvements thereon (if any) prior to closing;

15. If Buyer desires to have a survey of the Property performed prior to closing, Sellers agree to cooperate in having the survey performed. Any survey shall be at the expense of Buyer;

16. Sellers represent and warrant that to the best of Sellers' knowledge, no hazardous wastes or materials of any kind have been generated, produced or stored upon the Property, and that to the best of Sellers' knowledge, no such hazardous wastes exist today on the Property; and

17. Sellers 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.

18. Buyer's obligations under this agreement are expressly conditioned upon the prior approval of the Board of Trustees of the University of Central Arkansas. 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.

If the terms are agreeable to you, please sign and deliver the original to Warren Readnour, General Counsel, University of Central Arkansas, Wingo Hall 207, 201 Donaghey Avenue, Conway, AR 72035. If you have any questions, you may call Mr. Readnour at 501-450-5007.