

MINUTES OF MEETING
BOARD OF DEVELOPMENTAL DISABILITIES SERVICES
ADMINISTRATIVE SERVICES SUBCOMMITTEE
PHYSICAL MANAGEMENT SUBCOMMITTEE
May 3, 2017
Conway Human Development Center
Conway, Arkansas

The Administrative Services Subcommittee and the Physical Management Subcommittee meetings of the Board of Developmental Disabilities Services (DDS) met May 3, 2017 at the Conway Human Development Center. The meeting convened at 9:35 a.m. pursuant to the call of Subcommittee Chair Suzann McCommon.

MEMBERS PRESENT: Administrative Services Subcommittee Chair Ms. Suzann McCommon, Physical Management Subcommittee Chair Ms. Sally Hardin, Board Chair Mr. Randy Laverty, Mr. Darrell Pickney, Ms. Artie Jones and Mr. David Rosegrant.

STAFF PRESENT: DDS Director Melissa Stone, Sarah Murphy, Steve Farmer, Avis Lane, Dale Woodall, James Brader, Thomas Tarpley, Mike Emerson, Johnathan Johnson and Jeff Gonyea.

OTHERS PRESENT: Jan Fortney and Rita Hoover.

Ms. McCommon called the meeting to order and welcomed everyone in attendance.

Ms. Hardin presented information regarding the USDA request for a 15 year extension of their lease with Booneville Human Development Center effective immediately. The term of the current lease agreement covers 2006 through 2021 (Attachment 1). Mr. Laverty voiced concern over the Board entering into an agreement which extends beyond their tenure. Ms. Harding noted it is not uncommon for agencies to request much longer periods. Ms. McCommon added the USDA initially requested 20 years but agreed to accept 15. Mr. Woodall provided information regarding the land improvements associated with USDA's presence, specifically the installation of gas lines and high speed internet which has benefited the city of Booneville. Ms. Hardin made a motion to approve the USDA lease extension. Mr. Laverty seconded the motion which passed unanimously.

Ms. Hardin advised the Board of Arkansas Valley Cooperative's request to place a 40 foot wide easement on Booneville Human Development Center property for the purpose of powering chicken houses. Mr. Laverty questioned if the easement would relinquish the Board's rights to this section of property. Mr. Brader advised the successor would be entitled to the right of way. Mr. Woodall pointed out the location of the easement will not affect the activities of BHDC or USDA. Ms. Hardin made a motion to approve Arkansas Valley Cooperative's request. Ms. McCommon seconded the motion which passed unanimously.

Mr. Brader updated the Board on the property in Alexander. Since DDS closed the facility in 2011 there are no ICF funds to maintain it and vandalism has been extensive. The city of Alexander is interested in utilizing the property as a training facility for the police department. Mr. Brader will explore possible means to transfer the property to the city therefore releasing DDS of liability. Pathfinders currently houses clients on the property under a DDS lease agreement which extends to 2022. If all parties are able to reach an agreement, Mr. Brader will make efforts to ensure that Pathfinder's lease hold on the property is carried forward for the duration of the lease

with the City serving as landlord. Ms. Hardin made a motion for Mr. Brader to explore possible means to transfer the property. Mr. Laverty seconded the motion which passed unanimously.

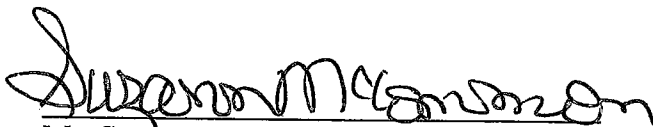
Ms. Stone provided an update on GIF funding awarded under SB 340 by Senator Cooper (Attachment 2) and SB 397 by Senator Rapert (Attachment 3). SB 340 designated \$50,000 to the Human Development Centers and SB 397 designated \$25,000 to the Conway Human Development Center. Superintendent Sarah Murphy advised the subcommittee CHDC would utilize the funds for two new bathrooms. Ms. Stone provided for the subcommittee's review a list (Attachment 4) of requests from the four remaining Superintendents. Following discussion of potential projects to allocate the remaining funds, Mr. Pickney made a motion that the CHDC bathroom additions be approved and the funds designated under SB 340 be divided equally among the four remaining HDCs for the proposed projects listed. Ms. Murphy seconded the motion which passed unanimously.

Ms. Stone advised no GIF funding was awarded during the 2017 Legislative Session. There are, however, antique items of potential value remaining from the Tuberculosis Sanatorium operation which are located in the basement of BHDC. These items will be sold to raise funds. Mike Emerson will assist with the sorting and sale of these items. Routinely proceeds would go to DFA, but a request will be made for the proceeds to remain at BHDC under Act 122.

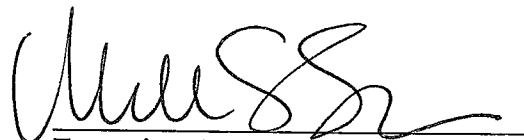
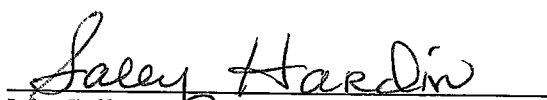
Mr. Pickney addressed the Board regarding the hiring and termination of HDC Superintendents and presented recommended changes to DDS Board Policy 1002 (Attachment 5). After review, Mr. Laverty suggested the proposed changes be tabled as the lines of communication between the Board and Ms. Stone provide for appropriate notification. Mr. Laverty also noted such changes would require action under the Administrative Procedures Act. Ms. McCommon made a motion that Ms. Stone draft a procedure regarding Board notification to be reviewed along with Mr. Pickney's recommendations during the August meeting. Mr. Laverty seconded the motion which passed unanimously.

Ms. McCommon called for a motion for the meeting to be adjourned. Ms. Hardin made a motion for the meeting to be adjourned. Mr. Rosegrant seconded the motion which passed unanimously. The meeting adjourned at 10:30 a.m.

ATTEST:



Ms. Suzann McCommon, Chair
Administrative Services Subcommittee


Executive Secretary
Ms. Sally Hardin, Chair
Physical Management Subcommittee

STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 1st day of November, 2006, by which LESSOR leases the PREMISES to LESSEE through ABA..

WHEREAS, the LESSEE desires to lease the PREMISES identified herein for the purpose of conducting agricultural research and the LESSOR agrees to lease said PREMISES to the LESSEE for such purposes upon the terms stated herein.

WHEREAS, the LESSEE presently is and has been in possession of the PREMISES pursuant to a prior lease and a prior sublease.

Therefore, in consideration of the PREMISES and other good and valuable consideration, the LESSOR and LESSEE agree as follows:

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ARKANSAS DEPARTMENT OF HEALTH AND HUMAN SERVICES, DEVELOPMENTAL DISABILITY SERVICES BOARD ("DDS"), an agency of the State of Arkansas.

"LESSEE" means: UNITED STATES OF AMERICA, acting by and through the Administrator, Agricultural Research Service, DEPARTMENT OF AGRICULTURE ("USDA").

"ABA" means the Arkansas Building Authority. By law, ABA is the leasing agency for LESSOR. *Arkansas Code Annotated* §22-2-114. ABA is not an additional LESSOR.

"PREMISES" means the three (3) properties which are the subject of this Lease which are further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

PROPERTY #1: Approximately 1,576 acres of land in Logan County, Arkansas at the Booneville Human Development Center more particularly described in Exhibit A attached hereto and made a part hereof and which, for identification purposes only, was the same property that was the subject of a lease between LESSOR and the University of Arkansas dated January 28, 1982; and

PROPERTY #2: Approximately 634 acres of land in Logan County, Arkansas at the

Booneville Human Development Center more particularly described in **Exhibit B** attached hereto and made a part hereof and which, for identification purposes only, was the same property that was the subject of a lease between LESSOR and the LESSEE dated March 13, 1993; and

PROPERTY #3: Approximately 4 acres of land in Logan County, Arkansas at the Booneville Human Development Center more particularly described in **Exhibit D** attached hereto and made a part hereof and which for identification purposes only was the same property that was the subject of the May 9, 1996 Lease Amendment (#1) to the Lease between LESSOR and LESSEE dated March 13, 1993.

2. TERM:

The term will begin on November 1, 2006 and continue thereafter for a period of 180 consecutive months (15 years) through October 31, 2021. The Lease may be renewed upon mutual consent of the parties. The LESSEE may terminate this Lease upon six (6) months notice to LESSOR through ABA. The LESSOR and LESSEE may, by mutual agreement, provide for alternative advance notification procedures, as appropriate, for purposes of terminating the Lease term.

3. RENT AND OTHER CONSIDERATION:

The LESSEE agrees to pay rent to the LESSOR in the sum of \$1.00 per acre or a one time fee of \$2,214.00, paid in advance and in addition, additional consideration is created by a public advantage of the use by the LESSEE for agricultural purposes.

The LESSEE shall have the right during the term of this Lease to erect upon the leased PREMISES research buildings and related facilities, at its sole expense, as may be needed; to erect additions thereto, and to place appropriate signs in and upon the buildings and PREMISES. Unless otherwise disposed of, such improvements and facilities shall be and remain the property of the LESSEE and may be removed there from by the LESSEE within 180 calendar days after the expiration of the lease term or termination of the Lease. Failure of the LESSEE to perform in accordance with any and all provisions of this Lease shall in no way affect the LESSEE'S right, title and interest in and to any and all structures and facilities installed hereunder. In the event of physical removal of the structures and facilities described above, LESSEE shall restore the site as nearly as practical to its original condition, reasonable wear and tear and damage by the elements over which LESSEE has no control excepted. If LESSEE has not completed removal and/or restoration within 180 calendar days after expiration or termination of this Lease, LESSOR, may at its election, and at any time or times, perform the work and LESSEE shall reimburse LESSOR for the reasonable cost thereof within 30 calendar days after bill is rendered, provided sufficient funds are appropriated by Congress. All existing structures, buildings and facilities constructed and/or placed on the PREMISES by the LESSEE since the LESSEE originally took possession of the leased PREMISES, including possession of the property pursuant to all prior leases, are subject to the provisions stated herein.

4. HAZARDOUS MATERIALS:

The LESSEE covenants, represents, and warrants that LESSEE'S use of the PREMISES shall not and will not involve the use, storage, generation, or disposal of Hazardous Materials (as defined by the USEPA), and that LESSEE shall not cause or permit any Hazardous Materials to be brought, used, stored, generated, or disposed on or about the PREMISES by LESSEE, its agents, employees, contractors, subcontractors, or invitees (collectively "LESSEE'S parties"), and in compliance with all

laws, including, without limitation, Environmental Laws and with all governmental authorities. LESSEE shall be subject to all penalties of the Law should Hazardous Materials be found on the PREMISES.

5. IMPROVEMENTS/ALTERATIONS:

All improvements made upon the PREMISES by the LESSEE shall require the LESSOR'S prior written approval, which shall not be unreasonably withheld. Complete architectural construction documents must be submitted to LESSOR for review and approval prior to commencement of construction, and said plans and specifications are subject to the review and approval of the ABA Design Review Section. LESSOR and ABA shall make every effort to complete their review and approval of LESSEE'S plans and specifications within three (3) weeks of receiving them from LESSEE. It is further agreed that any capital improvements constructed by LESSEE will be at LESSEE'S expense on the PREMISES.

LESSEE shall ensure that any and all facilities, buildings or structures on the PREMISES conform to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and all other state and local laws, codes, authorities, etc., applicable to the leased PREMISES and building(s) constructed and operated thereon, including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).

LESSOR shall not be liable or responsible for LESSEE'S personal effects or improvements on the PREMISES.

6. DISPOSAL:

- (a) The LESSEE, at its option, may dispose of improvements and facilities in place, upon the expiration or termination of this Lease, in accordance with applicable laws and regulation in effect at the time of the disposal.
- (b) Disposal may include, but is not limited to, conveyance of improvements and facilities to the LESSOR upon payment to the LESSEE of any mutually agreed upon figure equal to or less than the appraised fair market value of improvements and facilities as may be depreciated and as discounted for the fair market value of the leasehold.
- (c) Upon receipt of written notice that LESSEE owned building(s) constructed pursuant to this Lease are no longer required by the LESSEE and will not be removed by the LESSEE, the LESSOR shall have, for a period of not less than 180 calendar days from the date of receipt thereof, the exclusive option to purchase all the right, title, and interest in and to said building(s) as state above. In the event the LESSOR elects to exercise said option, it agrees to serve written notice of its intent upon the LESSEE within the 180-day period, or such other time as may be mutually agree upon, and the parties shall proceed to conclude negotiations with reasonable promptness. In the event that the LESSOR fails to exercise its option as provided for herein, the LESSEE may otherwise dispose of the building(s) removal or otherwise.

6. TERMINATION BY LESSOR:

The LESSOR shall have the right to terminate this Lease if the LESSEE fails to observe or comply with any of the terms or conditions herein within 120 days after being notified in writing by the LESSOR of such failure. In the event that more than 120 days is reasonably required to observe or perform, the LESSEE shall, in good faith and within said 120 days, initiate action and provide a plan for observance or performance, and shall diligently prosecute the same to completion. However, if any actions of the LESSEE threaten or actually harm the health and safety of the individuals residing at the Human Development Center, the LESSEE will take immediate action to protect the health and safety of the individuals and employees at the Human Development Center. Failure to take immediate action will result in the automatic termination of this Lease.

8. REPAIR AND MAINTENANCE:

The LESSEE shall, at its expense, maintain the interior and exterior of all buildings, improvements, and facilities in good condition and repair, in a manner appropriate to the intended use thereof.

9. REPLACEMENT:

If at any time during the term of this Lease, the structure and facilities erected upon the Leased PREMISES shall be substantially damaged or destroyed by fire or other casualty, then the LESSEE shall have the option of:

- (a) Commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole cost and expense, to restore or rebuild the same as nearly as possible to its value immediately prior to such damage or destruction; or
- (b) Remove the damaged structures and facilities, restore the PREMISES to its original condition, as reasonable as practicable, normal wear and tear excepted, and terminate the Lease term in accordance with the provision stated herein.

10. ACCESS BASEMENTS:

The LESSOR guarantees to the LESSEE for the entire term of the Lease (and any mutually agreed upon extension thereof), a right of ingress and egress to the PREMISES over and across LESSOR'S land, common entrances and rights-of-way. The LESSOR agrees to grant the LESSEE necessary easements, without cost, for the LESSEE access to the PREMISES. Such grants of easement shall remain in effect or be revised in a mutually agreed upon fashion, as long as the LESSEE requires use of the PREMISES and this Lease is in effect.

11. ACCESS BY LESSOR:

The LESSOR reserves the right of access over and to the PREMISES. LESSOR access, pursuant to this provision, will be done in a manner which does not interfere with LESSEE operations.

12. SUBLETTING OR ASSIGNMENT:

The LESSEE may, with the permission and authorization of the LESSOR, and such permission will not be unreasonably withheld, sublet or assign portions of the PREMISES to cooperators for purposes of cooperative agricultural research, provided that such uses are consistent with the research mission of the LESSEE and consistent and compatible with the site environment and the purposes and terms of this Lease.

13. LIABILITY:

If the death of or injury to any person, or the loss of or damage to any property, is caused by the LESSEE, including its agents, sublessees, representatives, employee and/or invitees, in the course of its use of the PREMISES, the liability, if any, of the LESSEE shall be determined in accordance with the applicable provision of the Federal Tort Claims Act.

14. LOCAL REGULATIONS:

The LESSEE shall not suffer any waste to be committed in or about said PREMISES; shall keep the PREMISES free and clear of any and all refuse and other nuisance, and strictly adhere to applicable regulations for the use and disposal of chemicals and hazardous materials, and observe all other applicable laws, rules, regulations and ordinance relating to the maintenance, use and occupancy of the PREMISES.

15. MINERAL DEVELOPMENT:

The LESSEE has acquired no mineral rights whatsoever under the terms of this Lease and understand that there are pre-existing mineral leases on the PREMISES. This Lease is subject to the existing Leases and renewals thereof, and all future mineral leases and renewals thereof on the property. All future mineral leases and renewals of those future mineral leases will include reasonable provisions to minimize any potential interference with the LESSEE'S use and enjoyment of the PREMISES for the purposes intended herein. In no event shall such future mineral leases and renewals thereof interfere with LESSEE'S possession, use and enjoyment of any buildings and research facilities constructed on the PREMISES.

16. SEVERABILITY:

Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.

17. SUCCESSORS AND ASSIGNS:

The terms and provisions of this Lease and the conditions herein shall bind the LESSEE and the LESSOR, their successors and assigns.

18. OFFICIALS NOT TO BENEFIT:

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

19. NOTIFICATION:

All Notices or official communications which may be required under this Lease, given by either party

to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

Notice to LESSOR:

Director
Developmental Disabilities Services
P.O. Box 1437, Slot N501
Little Rock, AR 72203

With Notice to ABA:

Real Estate Services Administrator
Arkansas Building Authority
501 Woodlane, Suite 320C
Little Rock, AR 72201

Notice to LESSEE:

U.S. Department of Agriculture
Agricultural Research Service Facilities Division
5601 Sunnyside Avenue
Beltsville, MD 20705-5126
Attn: Chief, Real Property Management Branch

Any party may from time to time, by written notice to the other parties, designate a different address to which notices shall be sent.

20. REPRESENTATION AND SIGNATURES:

The making, execution, and delivery of this Lease has been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of the parties, and there are no future or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formality signed by both of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed, signed, sealed and delivered this Lease.

LESSEE:

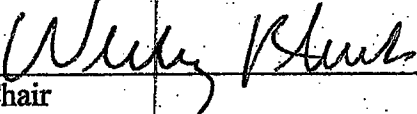
UNITED STATES OF AMERICA,
US DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE

By: 
Office of the Administrator, ARS

Date: February 27, 2007

LESSOR:

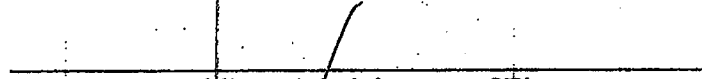
ARKANSAS DEPARTMENT OF HEALTH & HUMAN SERVICES,
DEVELOPMENTAL DISABILITIES SERVICES BOARD

By: 
Chair

Date: 11-27-06

ARKANSAS BUILDING AUTHORITY:

As Agent for the Developmental Disabilities Services Board

By: 
Anne W. Laidlaw, Administrator of Finance
and Real Estate Services

Date: _____

By: 
~~Annelle Murrell~~, Director SN (Interim)

Date: 4/24/07

STATE OF MARYLAND)

COUNTY OF PRINCE GEORGE'S)

On this 27th day of February, 2007, before me, the undersigned officer, personally appeared Antoinette A. Betschart, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purpose therein contained.

In witness hereof I hereunto set my hand and official seal.

Judy A. Morrison
JUDY A. MORRISON
NOTARY PUBLIC

My Commission Expires:

July 8, 2009

Legal description of property leased.

TRACT 1

Part of the NE 1/4 NW 1/4 and the NW 1/4 NE 1/4, Section 22, T-5-N, R-28-W, Logan County, Arkansas lying South of Arkansas State Highway No. 23 being more particularly described as:

STARTING at the Northeast corner of the NW 1/4 NE 1/4, Section 22: thence S00°49'W, 175.92 feet to the South right of way of Arkansas State Highway No. 23 and the point of beginning; thence S00°49'W, 1144.08 feet; thence N89°00'W, 2661.72 feet; thence N00°42'E, 858.93 feet to the South right of way of Arkansas State Highway No. 23; thence S51°54'E on said South right of way, 252.85 feet to the point of curvature of a 766.20 foot radius curve to the left having a chord bearing and distance of S77°07'E, 464.26 feet; thence on the arc of said curve, 471.67 feet to the point of tangency; thence N78°37'E, 276.33 feet; thence N75°46'E, 1501.40 feet; thence N75°37'E, 300.77 feet to the point of beginning, containing 50.397 acres more or less.

ACT 2

Part of the S 1/2 SW 1/4 and part of SW 1/4 of SE 1/4, Section 14, part of the NW 1/4 NW 1/4, and part of NE 1/4 of NW 1/4, Section 23, part of the NE 1/4 NE 1/4, Section 22 and part of the SE 1/4 SE 1/4, Section 15, T-5-N, R-28-W, Logan County, Arkansas lying South of Arkansas State Highway No. 23, being more particularly described as:

STARTING at the Northwest corner of the NE 1/4 NE 1/4, Section 22, T-5-N, R-28-W; thence S88°59'E, 1035.65 feet to the point of beginning; thence N05°47'E, 123.56 feet to the South right of way of Arkansas State Highway No. 23; thence N75°30'E on said South right of way 1516.44 feet; thence N75°44'E and continuing on said South right of way, 1784.74 feet. Thence South 01 degrees 50 minutes West 994.26 feet. Thence North 87 degrees 23 minutes West 261.27 feet. Thence South 01 degrees 08 minutes West 670.6 feet. Thence North 88 degrees 43 minutes West 651.68 feet. Thence North 00 degrees 25 minutes East 664.19 feet. Thence North 89 degrees 17 minutes West 1399.35 feet. Thence S00°41'W, 1328.77 feet; thence N88°46'W, 882.00 feet; thence N00°36'E, 1202.19 feet; thence N84°42'E, 14.77 feet; thence N05°47'E, 120.88 feet to the point of beginning, containing 77.455 acres more or less.

ACT 3

Part of the E 1/2 SE 1/4, Section 14, T-5-N, R-28-W, Logan County, Arkansas lying South of Arkansas State Highway No. 23, being more particularly described as:

BEGINNING at a point on the South right of way of Arkansas State Highway No. 23 at the intersection of said South right of way and the East line of Section 14, T-5-N, R-28-W; thence N75°23'E, along said South Right of way line of Arkansas State Highway No. 23, 671.75 feet. Thence S00°18'W, along an existing fence line, 1197.6 feet. Thence N86°34'W, along said fence line, 354.05 feet. Thence S00°52'W 676.5 feet; thence N88°57'W, 1318.65 feet; thence N00°05'W, 654.56 feet; thence N00°59'E, 642.60 feet to the South right of way of Arkansas State Highway No. 23; thence N75°30'E on said South right of way, 1018.81 feet, thence N75°24'E and

of beginning, containing 61.396 acres more or less.

TRACT 4

Part of the W 1/2, Section 13, part of Section 14, part of the NW 1/4 NE 1/4, Section 22 and part of the S 1/2, Section 15, T-5-N, R-28-W, Logan County, Arkansas, lying North of Arkansas State Highway No. 23 and Southeasterly of County Road No. 11, being more particularly described as:

BEGINNING at the Northeast corner SE 1/4 NW 1/4, Section 13, T-5-N, R-28-W; thence S00°59'W, 1431.45 feet to the north right of way of Arkansas State Highway No. 23; thence on said North right of way the following bearings and distances; S66°17'W, 186.19 feet; S73°12'W, 534.55 feet; S75°18'W, 1190.12 feet; S75°22'W, 1203.91 feet; S75°28'W, 996.11 feet; S75°13'W, 165.20 feet; thence N89°12'W, 883.4 feet; thence S01°50'W, 241.99 feet to the North right of way of Arkansas state highway No. 23; thence S75°27'W, on said right of way, 1813.07 feet; thence S75°50'W and continuing on said right of way, 2304.73 feet; thence N88°59'W, 259.27 feet to the Northwest corner NW 1/4 NE 1/4, Section 22, T-5-N, R-28-W; thence S00°49'W, 70.63 feet to the North right of way of Arkansas State Highway No. 23, thence S75°46'W on said right of way, 327.62 feet; thence S75°59'W and continuing on said right of way, 1040.62 feet; thence N00°42'E, 424.38 feet; thence N88°58'W, 1315.30 feet; thence N00°49'E, 486.16 feet to the fence on the Southeasterly side of County Road No. 11; thence on said fence and Southeasterly side of County Road No. 11 the following bearings and distances: N61°10'E, 636.04 feet; N63°03'E, 239.11 feet; N63°38'E, 574.64 feet; N62°41'E, 261.91 feet; N62°59'E, 33.24 feet; thence S89°08'E, 1102.57 feet; thence N60°45'E, 4606.10 feet; thence S89°23'E, 632.97 feet; thence S89°28'E, 669.75 feet; thence N03°01'E, 318.71 feet; thence S88°55'E, 2649.51 feet; thence S89°06'E, 1288.48 feet to the point of beginning, containing 511.22 acres more or less.

TRACT 5

Part of the NW 1/4, Section 14, part of the E 1/2, Section 15 and part of the SW 1/4, Section 15, T-5-N, R-28-W, Logan County, Arkansas lying Northwesterly of County Road No. 11, being more particularly described as:

BEGINNING at the Northwest corner of the NE 1/4 NW 1/4, Section 14, T-5-N, R-28-W; thence S88°00'E, 681.82 feet; thence N88°51'E, 617.37 feet; thence S00°14'W, 585.35 feet to the fence on the Northwesterly side of County Road No. 11; thence on said fence on the Northwesterly side of said County Road No. 11 the following bearings and distances: S66°27'W, 227.98 feet; S58°41'W, 140.36 feet; S41°51'W, 237.85 feet; S41°24'W, 181.39 feet; S49°17'W, 156.04 feet; S45°56'W, 182.89 feet; S41°09'W, 176.79 feet; S39°57'W, 176.93 feet; S43°24'W, 265.47 feet; S64°23'W, 247.79 feet; S69°09'W, 258.32 feet; S55°38'W, 246.66 feet; S58°03'W, 218.33 feet; S61°31'W, 212.08 feet; S58°55'W, 265.82 feet; S59°30'W, 192.94 feet; S61°44'W, 275.72 feet; S67°51'W, 247.21 feet; S62°27'W, 403.74 feet; S62°28'W, 343.48 feet; S62°37'W, 243.79 feet; S62°24'W, 285.26 feet; S62°32'W, 229.89 feet; S62°41'W, 255.53 feet; S62°03'W, 252.70 feet; S62°57'W, 256.44 feet; S62°49'W, 262.34 feet; S63°17'W, 198.72 feet; S63°15'W, 374.09 feet; S64°06'W, 239.44 feet; S67°19'W, 437.90 feet; S73°10'W, 140.32 feet; S78°45'W, 65.15 feet; thence N13°00'W, 695.41 feet; thence N81°57'E, 232.1 feet; thence N00°41'E, 979.09 feet; thence N63°58'E, 752.29 feet; thence S89°05'E, 652.58 feet; thence N00°57'E, 353.16 feet; thence N61°25'E, 4583.43 feet to the point of beginning, containing

TRACT 6

Part of the S 1/4, Section 16 and part of the N 1/2, Section 21, T-5-N, R-28-W, Logan County, Arkansas being more particularly described as:

STARTING at the Northwest corner of the SE 1/4 SW 1/4, Section 16, T-5-N, R-28-W; thence S01°15'W, 1320.00 feet; thence S00°47'W, 590.61 feet to the point of beginning; thence N62°06'E, 3156.51 feet; thence S18°04'E, 551.30 feet; thence S66°23'W, 407.74 feet; thence S17°25'E, 1013.45 feet to the North right of way of Arkansas State Highway No. 23; thence 64°55'W on said right of way, 731.17 feet; thence S62°07'W, continuing on said Right of Way, 353.81 feet; thence N28°06'W, 599.9 feet; thence S65°20'W, 651.83 feet; thence S71°42'W, 1048.19 feet; thence N89°12'W, 55.2 feet; thence N00°47'E, 724.13 feet to the point of beginning, containing 75.555 acres more or less.

TRACT 7

Part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 21, Range 28 West, and part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 20, Township 5 North, Range 28 West, Logan County, Arkansas; more particularly described as follows:

BEGINNING at the Southeast Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section 21; thence South 89°47'38" West - 2272.98 feet; thence North 00°44'17" West - 312.52 feet to the South right-of-way of Highway 23; thence along said Highway right-of-way North 59°05'03" East - 512.52 feet; thence leaving said highway right-of-way South 34°18'01" East - 156.62 feet; thence North 58°03'30" East - 166.69 feet, thence returning to said highway right-of-way North 10°47'32" West - 168.96 feet; thence along said right-of-way of Highway 23, North 60°36'18" East - 1860.66 feet; thence leaving said right-of-way and along a county road South 00°38'47" East - 1605.80 feet to the point of beginning and containing 49.84 acres, more or less.

TRACT 8

Land belonging to the State of Arkansas in Sections 20, 21, 28, and 29 in T-5-N, R-28-W of Logan County, Arkansas described as follows:

REMAINDER of DDS land not included in the above legal description in NE1/4 of SE1/4 of Section 20; SE1/4 of SE1/4 of Section 20; SW1/4 of SE1/4 of Section 20, containing about 97.25 acres, more or less.

REMAINDER of DDS land not included in the above legal description in SW1/4 of NW1/4 of Section 21; remainder of DDS land not included in the above legal description in NW1/4 of SW1/4 of Section 21; SW1/4 of SW1/4 of Section 21, containing about 81.7 acres more or less.

NW1/4 of NW1/4 of Section 28; north 15 acres of SE1/4 of NW1/4 of Section 28, less and except any portion of land upon which existing buildings stand as of July 1, 1990, if any and land within 50 feet thereof; containing about 55 acres, more or less.

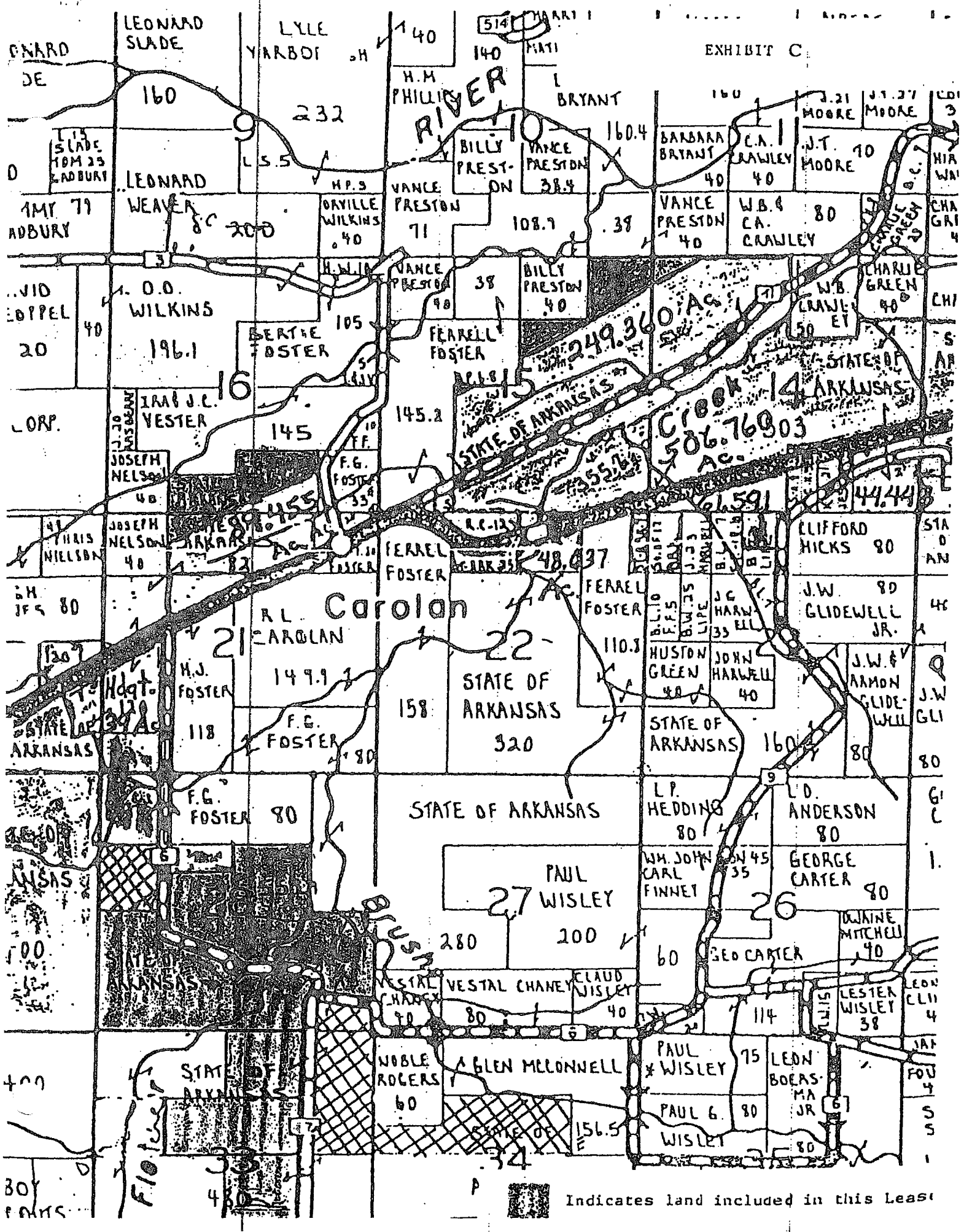
EAST 1/2 of Section 29, containing 320 acres, more or less.

EXHIBIT B

A portion of the NE1/4NE1/4 and a portion of the SW1/4NE1/4, Section 15, T.5N., R.28W., containing 45 acres, more or less; and
A portion of the NW1/4NW1/4, Section 14, T.5N., R.28W., containing 10 acres, more or less; and
A portion of the SW1/4SE1/4 and a portion of the SE1/4SW1/4, Section 16, T.5N., R.28W., containing 42 acres, more or less; and
A portion of the NE1/4NW1/4, Section 21, T.5N., R.28W., containing 10 acres, more or less; and
A portion of the SE1/4SE1/4, the SW1/4SE1/4, S1/2SW1/4, N1/2S1/2, a portion of the SE1/4NW1/4, and the SW1/4NE1/4, Section 28, T.5N., R.28W., containing 367 acres, more or less; and
The W1/2NE1/4, the SE1/4NW1/4, and the NW1/4SE1/4 Section 33, T.5N., R.28W., containing 160 acres, more or less.

Containing 634 acres, more or less, in Logan County, Arkansas.

ALL AS SHOWN more particularly in Exhibit C attached hereto, and made a part hereof.



Indicates land included in this Lease

Exhibit D

A tract of land belonging to the State of Arkansas which is part of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of Section 28, Township 5 North, Range 28 West, Logan County, Arkansas, described as follows: Beginning at the Northwest corner of the Southeast quarter of the Northeast quarter; thence N 89° 50' 48" E along the North line of said Southeast quarter of the Northeast quarter, a distance of 320 feet to a point, thence S 0° 09' 39" W a distance of 560 feet to a point; thence S 89° 50' 48" W a distance of 320 feet to a point on the West line of the Southeast quarter of the Northeast quarter; thence N 0° 09' 39" E along said West line, a distance of 560 feet to the point of beginning, and containing 4.11 acres, more or less.

ALL AS SHOWN on Exhibit E, which is attached hereto and made a part hereof; and

U.S.D.A.
 AGRICULTURAL EXPERIMENTAL STATION
 HIGHWAY 23 SOUTH BOWNEVILLE AR.

P

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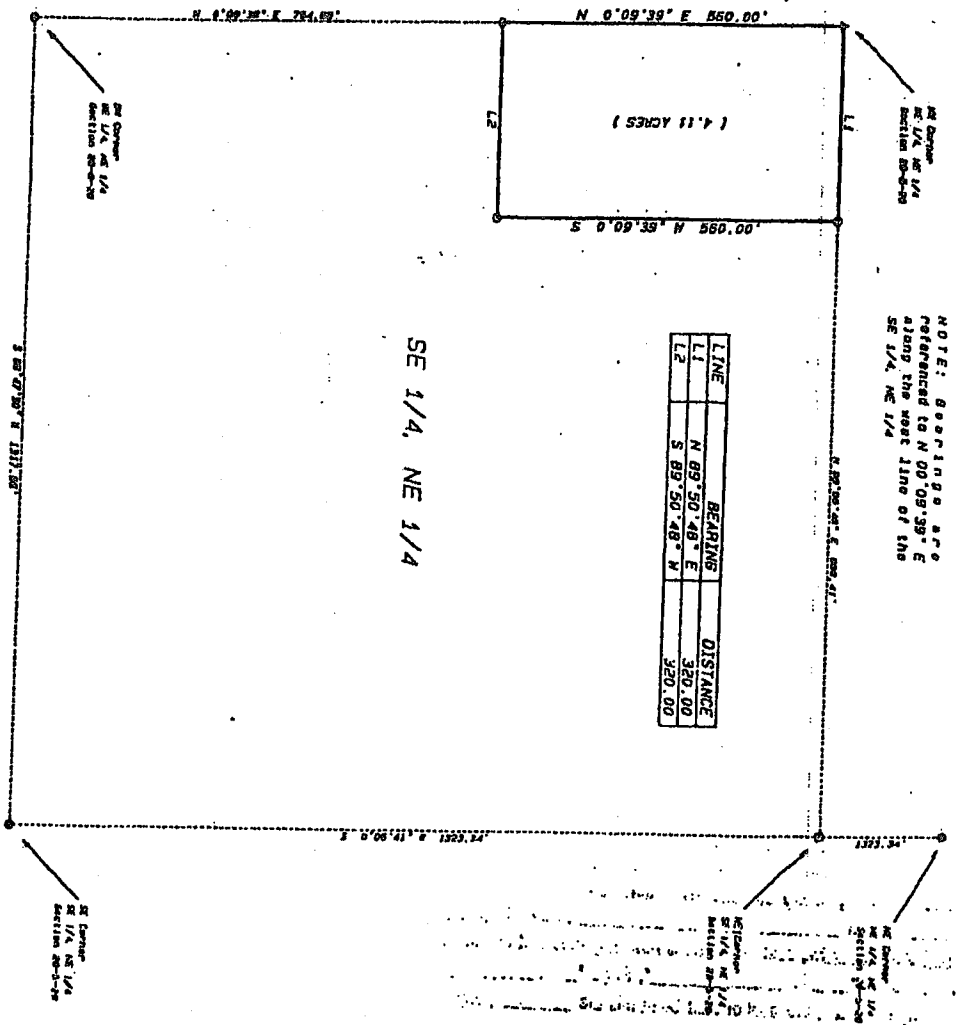
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NOTE: BEARINGS ARE
 REFERENCED TO N 00°09'39" E
 ALONG THE WEST LINE OF THE
 SE 1/4, NE 1/4

LEGAL DESCRIPTION
 Part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 3 North, Range 28 West, Logan County, Arkansas described as follows:
 BEGINNING at the NW Corner of the SE 1/4, NE 1/4;
 THENCE N 89°50'48" E along the north line of said SE 1/4, NE 1/4, a distance of 320.00 feet to a point;
 THENCE S 0°09'39" N a distance of 500.00 feet to a point;
 THENCE S 89°50'48" N a distance of 320.00 feet to a point on the west line of the SE 1/4, NE 1/4;
 THENCE N 0°09'39" E along said west line, a distance of 560.00 feet to the Point of Beginning and containing 4.11 ACRES.



- LEGEND**
- Set 1/2" Re-Bar
 - Existing Iron Pin
 - ▲ Existing Monument
 - Computed Corner
- SCALE: 1" = 200'



S & M SURVEYING

U.S.D.A.

Property Survey For

OWNER'S	DATE	SCALE	ACRES	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
U.S.D.A.	Aug. 14, 1958	1" = 200'						

APPROVED STATE PLAT BOOK

Exhibit B

Stricken language will be deleted and underlined language will be added.
Act 425 of the Regular Session

1 State of Arkansas
2 90th General Assembly
3 Regular Session, 2015
4

A Bill

SENATE BILL 340

5 By: Senator J. Cooper
6

For An Act To Be Entitled

8 AN ACT TO MAKE AN APPROPRIATION TO THE DEPARTMENT OF
9 HUMAN SERVICES - DIVISION OF DEVELOPMENTAL
10 DISABILITIES SERVICES FOR GRANTS TO HUMAN DEVELOPMENT
11 CENTERS; AND FOR OTHER PURPOSES.
12
13

Subtitle

14 AN ACT FOR THE DEPARTMENT OF HUMAN
15 SERVICES - DIVISION OF DEVELOPMENTAL
16 DISABILITIES SERVICES - HUMAN DEVELOPMENT
17 CENTER GRANTS GENERAL IMPROVEMENT
18 APPROPRIATION.
19
20
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
23

24 SECTION 1. APPROPRIATION - HUMAN DEVELOPMENT CENTER GRANTS. There is
25 hereby appropriated, to the Department of Human Services - Division of
26 Developmental Disabilities Services, to be payable from the General
27 Improvement Fund or its successor fund or fund accounts, the following:

28 (A) for grants to Human Development Centers serving developmentally
29 disabled individuals for personal services and operating expenses,
30 construction, improvements, equipment, renovation, and maintenance expenses,
31 in a sum not to exceed.....\$750,000.
32

33 SECTION 2. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS
34 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW.

35 Notwithstanding any other rules, regulations or provision of law to the
36 contrary the appropriations authorized in this Act shall not be restricted by



1 requirements that may be applicable to other programs currently administered.
2 New rules and regulations may be adopted to carry out the intent of the
3 General Assembly regarding the appropriations authorized in this Act.
4

5 SECTION 3. DISBURSEMENT CONTROLS. (A) No contract may be awarded nor
6 obligations otherwise incurred in relation to the project or projects
7 described herein in excess of the State Treasury funds actually available
8 therefor as provided by law. Provided, however, that institutions and
9 agencies listed herein shall have the authority to accept and use grants and
10 donations including Federal funds, and to use its unobligated cash income or
11 funds, or both available to it, for the purpose of supplementing the State
12 Treasury funds for financing the entire costs of the project or projects
13 enumerated herein. Provided further, that the appropriations and funds
14 otherwise provided by the General Assembly for Maintenance and General
15 Operations of the agency or institutions receiving appropriation herein shall
16 not be used for any of the purposes as appropriated in this act.

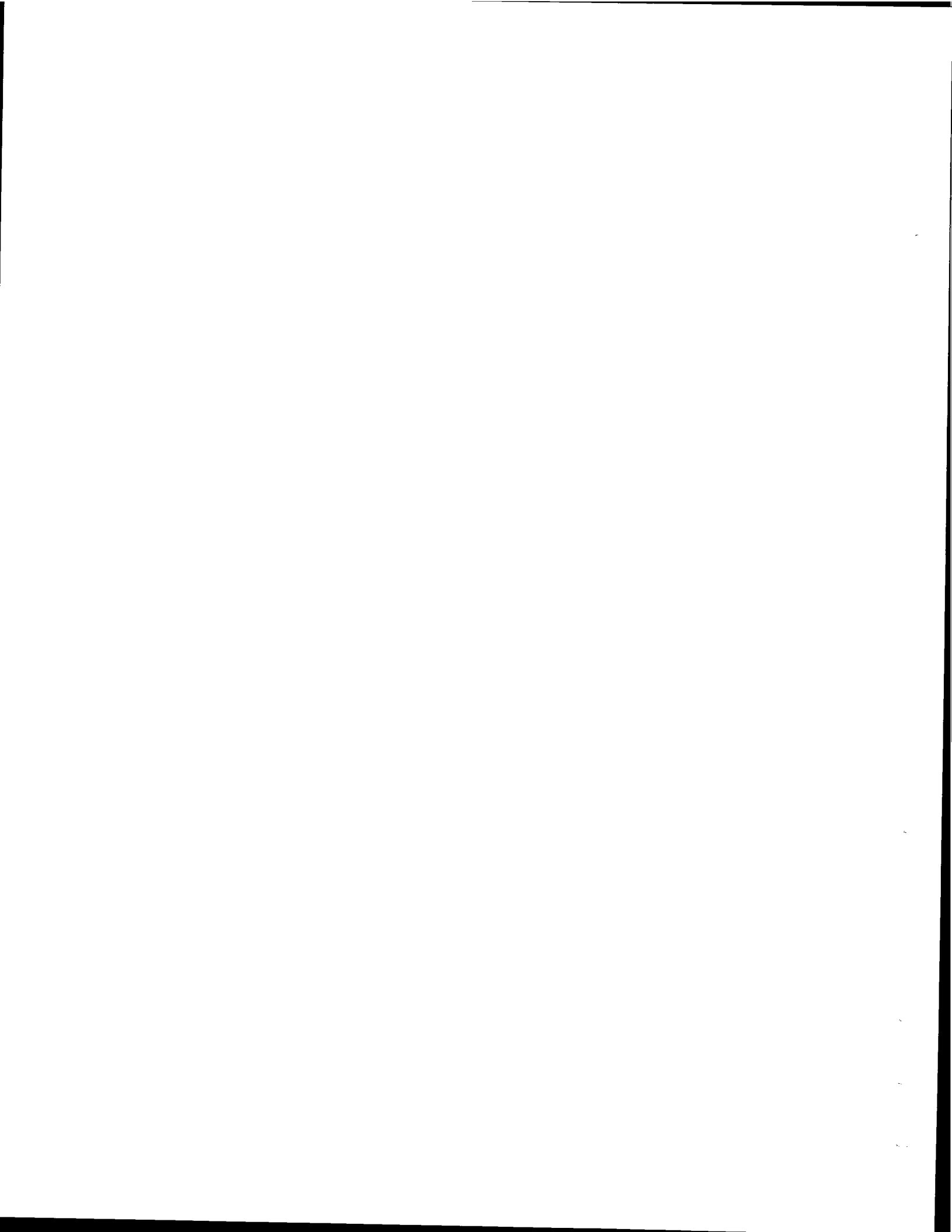
17 (B) The restrictions of any applicable provisions of the State Purchasing
18 Law, the General Accounting and Budgetary Procedures Law, the Revenue
19 Stabilization Law and any other applicable fiscal control laws of this State
20 and regulations promulgated by the Department of Finance and Administration,
21 as authorized by law, shall be strictly complied with in disbursement of any
22 funds provided by this act unless specifically provided otherwise by law.
23

24 SECTION 4. LEGISLATIVE INTENT. It is the intent of the General
25 Assembly that any funds disbursed under the authority of the appropriations
26 contained in this act shall be in compliance with the stated reasons for
27 which this act was adopted, as evidenced by the Agency Requests, Executive
28 Recommendations and Legislative Recommendations contained in the budget
29 manuals prepared by the Department of Finance and Administration, letters, or
30 summarized oral testimony in the official minutes of the Arkansas Legislative
31 Council or Joint Budget Committee which relate to its passage and adoption.
32

33 SECTION 5. EMERGENCY CLAUSE. It is found and determined by the General
34 Assembly, that the Constitution of the State of Arkansas prohibits the
35 appropriation of funds for more than a one (1) year period; that the
36 effectiveness of this Act on July 1, 2015 is essential to the operation of

1 the agency for which the appropriations in this Act are provided, and that in
2 the event of an extension of the legislative session, the delay in the
3 effective date of this Act beyond July 1, 2015 could work irreparable harm
4 upon the proper administration and provision of essential governmental
5 programs. Therefore, an emergency is hereby declared to exist and this Act
6 being necessary for the immediate preservation of the public peace, health
7 and safety shall be in full force and effect from and after July 1, 2015.

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10 **APPROVED: 03/16/2015**
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Stricken language will be deleted and underlined language will be added.
Act 614 of the Regular Session

1 State of Arkansas
2 90th General Assembly
3 Regular Session, 2015
4

A Bill

SENATE BILL 397

5 By: Senator Rapert
6

For An Act To Be Entitled

8 AN ACT TO MAKE AN APPROPRIATION TO THE DEPARTMENT OF
9 HUMAN SERVICES - DIVISION OF DEVELOPMENTAL
10 DISABILITIES SERVICES FOR A GRANT TO THE CONWAY HUMAN
11 DEVELOPMENT CENTER; AND FOR OTHER PURPOSES.
12
13

Subtitle

14 AN ACT FOR THE DEPARTMENT OF HUMAN
15 SERVICES - DIVISION OF DEVELOPMENTAL
16 DISABILITIES SERVICES - CONWAY HUMAN
17 DEVELOPMENT CENTER GRANT GENERAL
18 IMPROVEMENT APPROPRIATION.
19
20
21

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
23

SECTION 1. APPROPRIATION - CONWAY HUMAN DEVELOPMENT CENTER GRANT.

24 There is hereby appropriated, to the Department of Human Services - Division
25 of Developmental Disabilities Services, to be payable from the General
26 Improvement Fund or its successor fund or fund accounts, the following:
27

28 (A) for a grant to the Conway Human Development Center serving
29 developmentally disabled individuals for personal services and operating
30 expenses, construction, improvements, equipment, renovation, and maintenance
31 expenses, in a sum not to exceed.....\$1,000,000.
32

SECTION 2. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS 34 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW.

35 Notwithstanding any other rules, regulations or provision of law to the
36 contrary the appropriations authorized in this Act shall not be restricted by



1 requirements that may be applicable to other programs currently administered.
2 New rules and regulations may be adopted to carry out the intent of the
3 General Assembly regarding the appropriations authorized in this Act.
4

5 SECTION 3. DISBURSEMENT CONTROLS. (A) No contract may be awarded nor
6 obligations otherwise incurred in relation to the project or projects
7 described herein in excess of the State Treasury funds actually available
8 therefor as provided by law. Provided, however, that institutions and
9 agencies listed herein shall have the authority to accept and use grants and
10 donations including Federal funds, and to use its unobligated cash income or
11 funds, or both available to it, for the purpose of supplementing the State
12 Treasury funds for financing the entire costs of the project or projects
13 enumerated herein. Provided further, that the appropriations and funds
14 otherwise provided by the General Assembly for Maintenance and General
15 Operations of the agency or institutions receiving appropriation herein shall
16 not be used for any of the purposes as appropriated in this act.

17 (B) The restrictions of any applicable provisions of the State Purchasing
18 Law, the General Accounting and Budgetary Procedures Law, the Revenue
19 Stabilization Law and any other applicable fiscal control laws of this State
20 and regulations promulgated by the Department of Finance and Administration,
21 as authorized by law, shall be strictly complied with in disbursement of any
22 funds provided by this act unless specifically provided otherwise by law.
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25 Assembly that any funds disbursed under the authority of the appropriations
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28 Recommendations and Legislative Recommendations contained in the budget
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31 Council or Joint Budget Committee which relate to its passage and adoption.
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2 the event of an extension of the legislative session, the delay in the
3 effective date of this Act beyond July 1, 2015 could work irreparable harm
4 upon the proper administration and provision of essential governmental
5 programs. Therefore, an emergency is hereby declared to exist and this Act
6 being necessary for the immediate preservation of the public peace, health
7 and safety shall be in full force and effect from and after July 1, 2015.

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10 **APPROVED: 03/24/2015**

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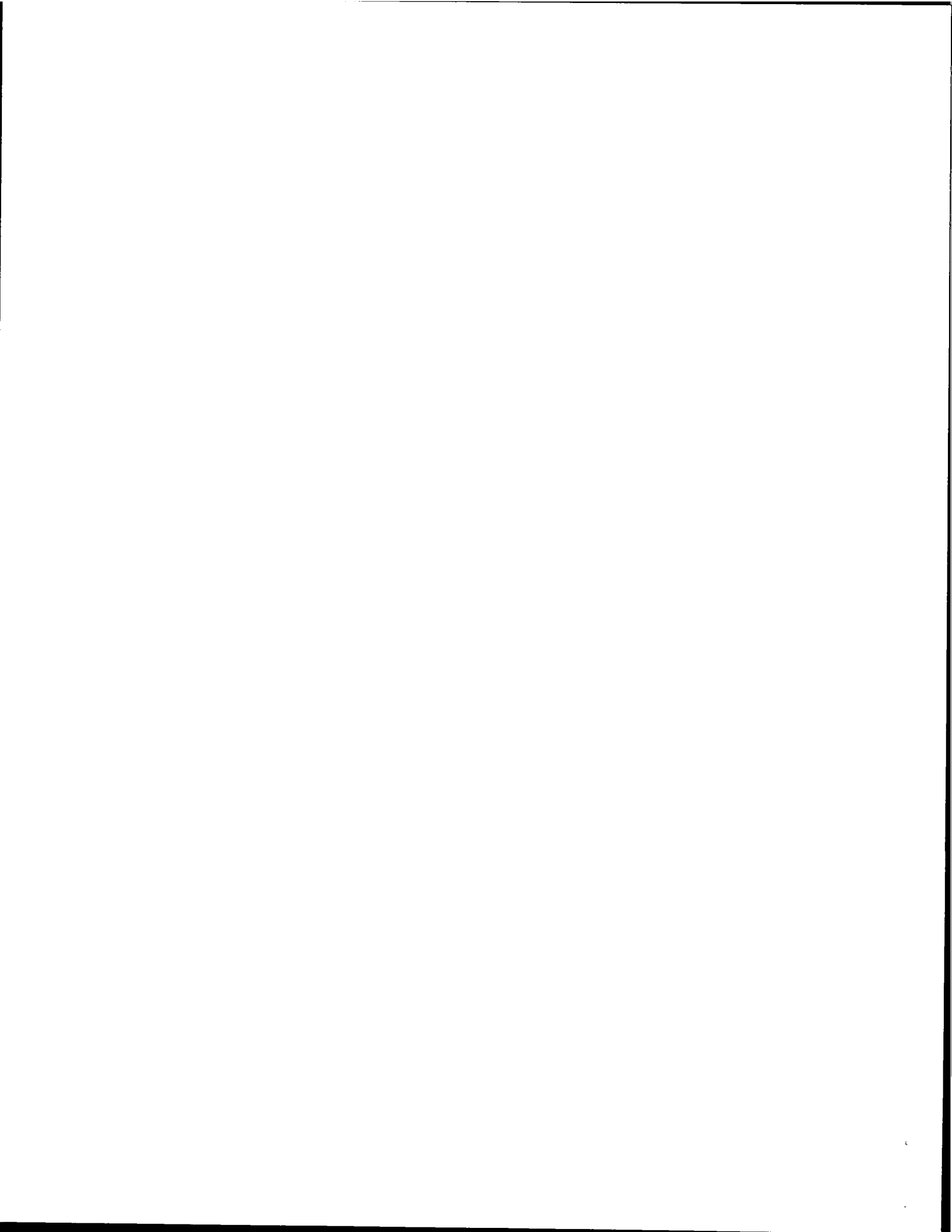
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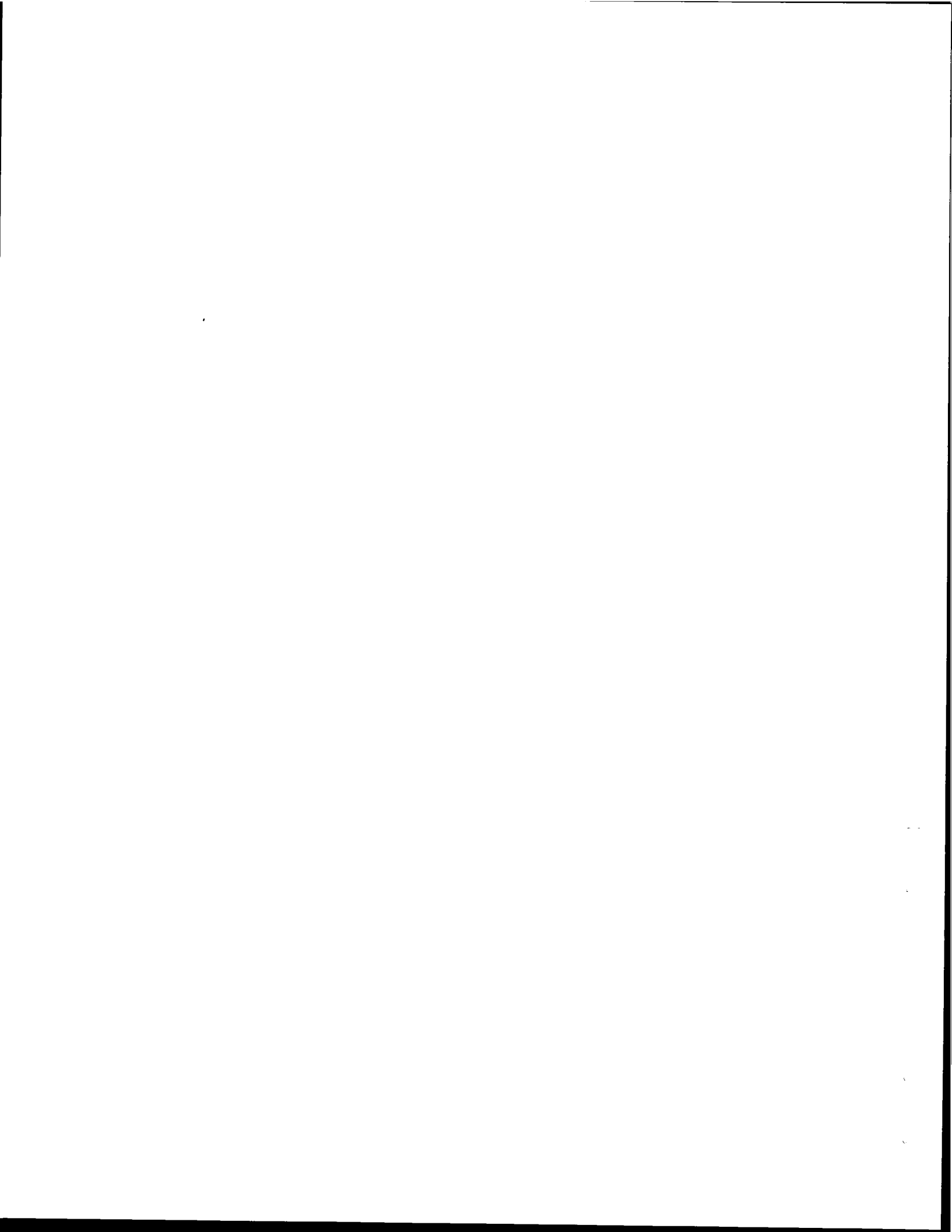
HDC GIF Funds Request

HDC	Project	Cost
ArkHDC	Build a 51 ft. x 48 ft. covered area west of the Administration Building. Phase 1 is to install the cover at a cost of \$11,500. Plans are to add a concrete slab, electricity, a grilling area, an interactive water feature, and a garden in the future.	\$ 11,500.00
ArkHDC	Construct a large one piece cover on a concrete slab for outdoor special events held for our clients, it would provide shade and protection from the weather. Approximate cost would be:	\$48,500.00

HDC

BHDC	Park grade picnic tables and benches plus installation supplies 12 picnic tables for 3 work areas and pool pavillion 9 - 8' benches for 3 work areas and pool pavillion	\$ 12,500.00
BHDC	Road Repair and Paving Project	\$ 50,000.00
JHDC	Greenhouse equipment and Supplies for the existing greenhouse allowing more jobs for residents.	\$ 11,500.00
ArkHDC	Construct a large one piece cover on a concrete slab for outdoor special events held for our clients, it would provide shade and protection from the weather. Approximate cost would be: 13 tables @ \$3,692 each, 2 sale area tents @ \$3,360.00, other containers, soil and operations equipment @ \$5,516.23	\$ 12,528.00
JHDC	Road to 3400 815' Paved road to recycle building	\$52,000.00

SEAHDC	Patio Furniture for 14 Living Units and pavillion	\$12,500
SEAHDC	9 - Interactive TVs for rooms without smart boards @ \$25,900	\$ 25,900.00
	12 - LeapPad 3 Tablet WiFi capable with Carry case @ \$1,100	
	2 - Golf Cart for Hab transport with cover to seat 8 @ \$16,000	
	1 - Gazebo with wheelchair ramp and swing @ \$7,000	
	TOTAL	\$50,000.00



Recommended changes to DDS Board Policy # 1002

Paragraph #1: Purpose---No Changes

Paragraph #2: Scope---No Changes

Paragraph #3: HDC Superintendent---

The HDC Superintendents will report directly to the DDS Director with dotted line responsibilities to the DDS Board Chairman.

The DDS Director is responsible for establishing processes and procedures, consistent with EEO guidelines, to be followed in identifying the best qualified candidate(s) for vacant Superintendent positions and for making a hiring recommendation to the DDS Board Chairman. In an official meeting the Board will review and consider the Director's recommendation in making the final decision.

If serious performance issues arise with an HDC Superintendent the DDS Director will keep the Board informed of disciplinary steps being taken to resolve the performance issues. If necessary the DDS Director has full authority to discipline a Superintendent up to and including suspension. The DDS Director is authorized to make a recommendation of termination to the DDS Board Chairman who will schedule an official Board meeting to consider and act upon the Director's recommendation.

