ADFA Rules & Regulations: RED LINE
11/20/2025

A RESOLUTION REQUIRING THE ADOPTION OF BUDGETS FOR THE OPERATION OF THE AUTHORITY

WHEREAS, Arkansas Code Annotated Section 15-5-209 establishes that monies received by the ~~Authority~~ Arkansas Development Finance Authority ("ADFA") are to be deposited in the General Fund, from which the necessary expenses of the ~~Authority~~ ADFA are to be paid; and

WHEREAS, Act 944 of 2025 excused the ~~Authority~~ ADFA from submitting budgets for expenses from its General Fund to be appropriated through the General Assembly; and

WHEREAS, a budget is necessary for the efficient operation of the ~~Authority~~ADFA; and WHEREAS, the President of the ~~Authority~~ ADFA is authorized to oversee the day-to-day operations of the ~~Authority~~ADFA, including expenditures from the General Fund;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ~~AUTHORITY~~ ADFA AS FOLLOWS:

Section 1.

For the 12-month fiscal year beginning July 1, 2026, and for each succeeding fiscal year, ADFA will prepare a document projecting revenues and expenses. This document will be described as the ADFA Budget.

Section 2.

No later than the March 31 prior to the start of the next fiscal year, the President of ADFA will present a proposed ADFA Budget projecting revenues and expenses for the upcoming fiscal year to the Board of Directors ("Board"). An ADFA budget becomes effective only upon a positive vote of the Board of Directors acting before the start of a fiscal year.

Section 3.

The ADFA Board of Directors may amend the budget ~~as needed~~ at any point through a positive vote of the Board .

Section 4.

Only after receiving the approval of the ADFA Board will the~~The~~ President have~~s~~ the administrative authority to oversee the expenditure~~s~~ of funds projected within the ADFA Budget, and no additional action by the Board is required prior to expenditure of funds. However, the Chairman of the Board or more than two members of the Board may request that specific transactions receive express approval of the board prior to expenditure, and the President may also request board prior-approval of

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specific transactions.

~~**Section 5.**~~

~~The President shall have the administrative authority to exceed budgeted amounts on a line item basis by no more than 10 percent of a specific budget line item. Any expenditure exceeding budgeted amounts will be reported to the Board at the next regular meeting.~~

Section ~~6~~5.

The Chairman of the Board may approve emergency expenditures in excess of ~~10 percent of~~ line ~~-~~item budgeted amounts only after receiving a request in writing from the ADFA President describing the purpose of the expenditure, the nature of the emergency and justification for acting immediately and not bringing the request before the full board at the next scheduled meeting. Any such action shall be reported to the Board in writing by the President at the next regularly scheduled Board meeting.

PASSED AND APPROVED this ~~XXXX~~ 4th day of December, ~~XXXXX~~ 2025

ARKANSAS DEVELOPMENT
FINANCE AUTHORITY

By:_____
Carey Smith, Chair

Attest:

By: _____
Robert ~~"Ro"~~ Arrington, Interim President

BYLAWS OF THE
ARKANSAS DEVELOPMENT FINANCE AUTHORITY

ARTICLE I
THE AUTHORITY

Section 1. Name of the Authority. The name of the Authority is the "Arkansas Development Finance Authority." Upon second reference, the name "ADFA" will also apply.

Section 2. Seal of the ~~Authority~~ADFA. The seal of the ~~Authority~~ ADFA shall be circular in form and include the name of the ~~Authority~~ADFA, and the year of its creation shall be inscribed thereon.

ARTICLE II
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors of the ~~Authority~~ ADFA shall be held on the third Thursday of each month or otherwise at such alternate time of the month as may be designated by resolution adopted by the ~~Authority~~ADFA.

The Secretary of the Board shall publish and distribute an agenda at least seven days prior to a regular meeting of the Board. No items other than those on the agenda shall be added to the agenda without the positive vote of at least 7 members of the Board.

Section 2. Emergency or Special Meetings. The Chair of the ~~Authority~~ ADFA may call a special meeting of the ~~Authority~~ ADFA for the purpose of transacting any business designated in the call. The chair shall call a special meeting upon receiving the written request of at least two members of the Board of Directors of the ~~Authority~~ ADFA which declares the need for such a meeting.

All calls for emergency or special meetings shall identify the specific subjects to be discussed or proposed actions to be taken.

The call for an emergency or special meeting shall be delivered to each member of the Board of Directors of the ~~Authority~~ ADFA in writing by a recognizable form of immediate delivery or hand delivery for each such member at least two days prior to the date of such special meeting. The call for an emergency or special meeting shall be posted on the website of the ~~Authority~~ ADFA at least two (2) hours ahead of the

meeting or when notice is provided to members of the Board of Directors of the ~~Authority~~ADFA, whichever is earlier.

No business shall be considered other than as designated in the call, but if all members of the Board of Directors of the ~~Authority~~ ADFA are present at a special meeting, any and all business may be transacted at such special meeting~~.~~

Section 3. Committees of the Board of Directors. The Chair is authorized to form such committees of the Board of Directors and appoint members to the Chairs of the committees, to serve for one-year terms, from February 15 of the year of appointment to February 14 of the succeeding year, or shorter period as may be appropriate.

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Committees of the Board of Directors shall have such authority and responsibility as may be by resolutions adopted from time to time by the Board of Directors.

Unless determined otherwise through resolution of the Board, all committee actions will be submitted to the full Board of Directors for approval, and no action will be taken in response to actions of committees unless and until receiving the approval of the full Board of Directors.

Section 4. Quorum. Six (6) voting members of the Board of Directors shall constitute a quorum and action may be taken only upon an affirmative vote of a majority of the voting members present. However, any action to approve the issuance of bonds, a loan application, a lease transaction or to approve a bond guaranty shall have the affirmative vote of at least six (6) voting members present.

ARTICLE III
OFFICERS

Section 1. Chair. If present, the Chair shall preside over meetings of the Board of Directors and may submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the ~~Authority~~ADFA.

Section 2. Vice Chair. The Vice-Chair, in the absence of the Chair, shall act as Chair of the ~~Authority~~ADFA, taking such actions and signing such documents as may be required or appropriate from time to time.

Section 3. Secretary. The President of the ~~Authority~~ ADFA shall be the Secretary of the ~~Authority~~ADFA, and as such, shall have general supervision over the administration of its business and affairs, subject to the direction of the Board of Directors.

The Secretary shall keep the records of the ~~Authority~~ADFA, minutes of all meetings of the Board of Directors, give notice of meetings of the Board of Directors, and perform all duties incident to his or her office, or conferred upon him by the Board of Directors. He

or she shall have charge of the seal of the ~~Authority~~ ADFA and shall have power to affix the seal attested by his or her signature to all contracts and instruments as may require the same.

Section 4. Election. The Chair and Vice-Chair shall be elected by the Board of Directors at the first regular Board meeting of the of each calendar year from among the public members of the Board ~~of Directors~~ and shall hold office for one year, or until their successors are elected.

Section 5. Vacancies. Should the office of Chair or Vice-Chair become vacant, the Board of Directors shall elect a successor from their public members within sixty days, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Board of Directors shall appoint a temporary successor from the Board of Directors or the ~~Authority~~ ADFA staff until a new President of the ~~Authority~~ ADFA is selected.

ARTICLE IV
EMPLOYEES OF THE ~~AUTHORITY~~ADFA

Section 1. President. The chief executive officer of the ~~Authority~~ ADFA shall be the President. The President of the ~~Authority~~ ADFA shall be employed by the Board of Directors and serves at the will of the Governor. The President shall have the power to execute properly authorized bonds, agreements, deeds, instruments, contracts, documents, certificates, and other writings of the ~~Authority~~ADFA, and may delegate such powers to other officers of the ~~Authority~~ADFA.

Unless stated otherwise, the President shall be delegated the authority to execute budgets, procurement agreements and the contractual obligations of the ~~Authority~~ ADFA which have been approved by the ADFA Board. In addition, the President shall be delegated such powers and a~~A~~uthority as determined through resolution by the Board.

Section 2. Vice Presidents. As determined by the President and with the approval of the Board of Directors, the ~~Authority~~ ADFA may employ as many Vice Presidents as is deemed appropriate and necessary. Employees approved for the role of Vice President may only be terminated for cause and with the approval of a committee of the Board specifically designated for this purpose.

Section 3. Additional Personnel. The President, with the approval of the Board of Directors, shall appoint and employ such additional officers and employees, accountants, financial advisors or experts as may be required.

ARTICLE V
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the ~~Authority~~ ADFA shall commence on the first day of July and shall end on the next thirtieth of June.

Section 2. Powers of the President. The President shall have the power to delegate duties to the ~~Authority's~~ ADFA's Vice Presidents, consistent with the statutory powers and authority of the Agency and consistent with policies and procedures that may be established from time to time by the Board. The Board of Directors may through Resolution of the Board delegate or limit the authority of the President under this section.

ARTICLE VI
AMENDMENTS

The Board of Directors shall have the power to make, alter, amend, suspend, and repeal Bylaws of the ~~Authority~~ ADFA at any meeting of the Board of Directors by the affirmative vote of a majority of present and voting Directors.

PASSED AND APPROVED this ~~XXX~~ 4th day of December, ~~XXXXXX~~ 2025

ARKANSAS DEVELOPMENT
FINANCE AUTHORITY

By:_____
Carey Smith, Chair

Attest:

By:_____
Robert ~~"Ro"~~ Arrington, Interim
President

ADFA Rules & Regulations: RED LINE
11/20/2025

Employee Handbook

&

Code of Ethics

~~Summer 2025~~January 2026

ADFA Employee Handbook

Introduction

The Arkansas Development Finance Authority (ADFA) is dedicated to providing affordable financing for the housing, economic, agricultural and governmental needs of the people of Arkansas. ADFA accomplishes this in part through the commitment and professionalism of its staff. The purpose of this handbook is to guide ADFA employees in succeeding as professionals while upholding and improving our culture of accountability and success.

1.0 Code of Ethics and Employee Conduct

The standards listed below are the minimum expected of ADFA employees. These standards are not exhaustive and are in addition to any other applicable standards and requirements, including laws, regulations, rules, judicial and administrative decisions, department interpretations, which may apply. A violation of any of these could result in disciplinary action pursuant to the ADFA disciplinary policy. This policy manual is intended to replace previously issued handbooks or personnel policies of the ADFA.

1.1 Code of Ethics

ADFA employees are expected to uphold a culture of ethical and efficient service to our customers, the Board and the State. ADFA employees have a core responsibility to aid in preventing fraud and support ADFA's culture of honesty and ethical behavior.
ADFA will not condone employee conduct that either violates or has the appearance of violating the law, including the ethical provisions established here or in law. ADFA employees must review the Code of Ethics and sign an annual acknowledgment affirming they received a copy and reviewed it.

ADFA employees and members of the ADFA Board of Directors must comply with rules promulgated under the Arkansas Ethics Commission dealing with gifts (21 CAR § 1-101 et seq.) and conflicts of interest (21 CAR § 2-101 et seq).

1.2 Computer Access Confidentiality and Confidentiality of ADFA information

In the course of your work, you may have access to information that is confidential to ADFA or to an individual employee or department. Unauthorized use or disclosure of confidential information may result in discipline up to and including termination of employment. Violation of employee confidentiality may also create civil or criminal liability.

Information within the custody of ADFA should only be accessed by employees who are acting in their official functions. Information gained through employment at ADFA

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should not be divulged outside of official functions. Employees should not provide passwords, usernames and other security credentials, or otherwise provide outside access to ADFA information and resources, unless required to do so as an official

function. Employees are responsible for immediately reporting any breach of confidentiality or unauthorized access to ADFA resources.

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1.3 Email and Other Platforms

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ADFA employees should only use their ADFA email accounts and other communication platforms for work-related purposes. Employees shall have no expectation of privacy in anything they store, send, or receive on ADFA's system. Employees must use extreme caution when opening email attachments or clicking on any links contained in the email. In addition, ADFA employees shall not use ADFA email addresses and associated passwords to register for any personal online accounts. Sending personal emails using the ADFA email address should be kept to a minimum, understanding that any email sent on the employer's network may be considered public information.

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When conducting calls or meetings using web conference platforms, such as Microsoft Teams, employees are expected to present themselves professionally. Unless circumstances dictate otherwise, employees should appear with their camera on and their full name displayed. This applies to all meetings whether an employee is on-site or working remotely.

1.4 Internet, Email, and General Computer Acceptable Use

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ADFA employees may access, use, or share ADFA information only to the extent it is authorized and necessary to fulfill their assigned job duties. ADFA employees have no reasonable expectation of privacy when using ADFA devices or systems. ADFA reserves the right to monitor and log all ADFA equipment, systems, and network traffic without notice, including monitoring files, email, and website usage. Excessive use of ADFA internet, email or other platforms for personal purposes is prohibited and may result in disciplinary action up to and including termination.

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1.5 Job Performance and Performance Evaluations

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Employees are expected to perform their job duties competently and produce a high-quality work product. Supervisors should timely address any performance issues with employees. Employees are encouraged to initiate conversations with their supervisors if additional feedback is needed.

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Formal performance evaluations are conducted annually. These reviews include a written performance document and a discussion between the employee and the supervisor about job performance and expectations for the coming year. Employees

who received a written disciplinary action during the rating period will not be eligible for a merit increase.

1.6 Professionalism

ADFA employees are expected to perform their duties in a professional manner consistent with the standards of their job, work in a cooperative manner with their coworkers and supervisors, and generally support a positive, cooperative work culture. Inappropriate behavior, including foul language and yelling, will not be tolerated. All forms of communication, including emails and messages on platforms such as Microsoft Teams, should remain professional. Personal opinions, beliefs, and informal content such as memes, gifs, or links unrelated to work are not appropriate.

Failure to perform official duties in a professionally appropriate manner will result in disciplinary action up to and including termination.

1.7 Social Media

ADFA employees will avoid using personal social media while working. No ADFA computers, phones or information technology should be used to check, update or otherwise use personal social media.

When using social media, ADFA employees shall not expressly or implicitly attribute personal statements, opinions, or beliefs to ADFA. If an employee expresses their beliefs or opinions, they must not, expressly, or implicitly, represent themselves as an employee or representative of ADFA. Employees may not use trademarks, logos, or other ADFA intellectual property connected with any social media activity. Employees are strongly encouraged to be judicious and ~~discrete~~discreet in any social media activity related in any way to their employment at ADFA.

1.8 Conflicts of Interest

Employees must perform their duties in an ethical manner. Employees must not use their position or knowledge gained from their position for private or personal advantage of any kind. If an employee becomes involved in a situation that could be considered a prohibited activity, the employee should immediately communicate in writing all the facts to his or her immediate supervisor.

At no point during an employee's time working for ADFA or service on the ADFA board, and for one year following separation from ADFA or the ADFA Board, may an individual:

~~(i)~~• exercise or have exercised any functions or responsibilities with respect to activities assisted with ADFA funds outside of their official functions as an ADFA employee;

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~~(ii)~~• Solicit or seek to gain inside information with regard to a project overseen by ADFA for the purpose of acting outside of official functions as an ADFA employee;

~~(iii)~~• Obtain or seek to obtain a personal financial interest or benefit from a project overseen by ADFA;

The ADFA Board, upon written request, may grant an exception to the provisions of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of ADFA allocated funds and the effective and efficient administration of the program or project. An exception may be considered only after the participant has ~~provided the following~~:

~~(i)~~• Disclosed the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

~~(ii)~~• An opinion as to how the interest for which the exception is sought will not violate State or local law.

~~(iii)~~• No waivers under this section will be granted unless approved by the ADFA Board in a public meeting.

1.9 Restriction on Gifts

ADFA employee or board member should never accept any gift or compensation of any amount in direct exchange for the performance of the duties and responsibilities of his or her office or position, i.e., the giving of a gift for specific action ~~(which the Ethics Commission says is targeted for bribery)~~. For purposes of this section, a gift is ~~any payment, entertainment, advance, services, or anything of value, unless consideration of equal or greater value has been given therefore.~~defined under the Code of Arkansas Rules 21 CAR § 1-101(2)9A).

1.10 Obligation to maintain accurate records and communication

The books and records of ADFA must reflect accurate and timely recording of all business transactions. Full disclosure of assets, liabilities, receipts, and disbursements must be made. Employees cannot make any false record or communication or engage in false or misleading communication with the intent of falsifying an ADFA record. This includes providing:

• False expense, attendance, production, financial, or similar reports and statements

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• False advertising, deceptive marketing practices, or other misleading representations

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~~2.0 Employment~~

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~~2.1~~2.0 Employment-at-Will

ADFA is an At-Will Employer and an ADFA employee may be terminated with or without cause if the termination is not for an illegal reason. The employer and the employee can both terminate employment without cause or notice. Nothing in this handbook or any other document, policy, or procedure used by ADFA creates an expressed or implied right or expectation of continued employment or contract.

~~2.2~~2.1 Equal Employment Opportunity

ADFA will not discriminate in providing access to employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or genetic information. Individuals are hired based on their qualifications for each position. ~~All employment decisions and other personnel actions are made per Equal Employment Opportunity principles.~~ Discrimination, harassment, or retaliation by any employee shall constitute grounds for disciplinary action.

Hiring of relatives is not encouraged. Relatives will not be permitted to work in any capacity where one relative might supervise another, including participating in decisions involving hiring, promoting, salary increases, or other personnel-related matters of interest to a relative.

Employment Categories (Classified Employees Only)

Probationary Period The first six (6) months of employment are considered a probationary period. This period may be extended ~~up to an~~no more than additional three

(3) months by the supervisor. This period allows time for an employee to learn his or her job and for the supervisor to evaluate the employee's ability to do their job. All newly hired employees must successfully complete their probationary period to become regular employees. Employees promoted, demoted, or otherwise assigned to new positions may be placed on a six (6) month probationary period at the discretion of the supervisor.

Regular Employees Employees who successfully complete their probationary period will become regular employees. Employees who are normally scheduled to work eighty (80) hours per pay period on a regular basis are considered full-time employees and are entitled to all benefits described in this reference guide.

Part-Time Employees Part-time employees are those who are scheduled to

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work less than eighty (80) hours per pay period. Part-time employees are

~~e~~entitled to the same bene~~-~~fits and privilege~~-~~s as full-time employees generally if they work one thousand (1,000) hours annually or more. Benefits such as annual leave are earned at a rate proportionally equal to the time worked.

Extra Help Employees Extra help employees are those employees who work one thousand (1,000) hours or less per year and receive no benefits except holiday pay if they are in pay status before and after the holiday. Extra help employees are entitled to no benefits other than as specifically noted herein.

Contract Assistance Persons on contract with ADFA through a temporary agency or other outside contracting firm are not considered employees of ADFA and are not entitled to benefits.

~~2.3~~2.2 Traveling on behalf of ADFA

ADFA employees may be required to travel on official business. Employees planning to attend a meeting, seminar, or conference should obtain approval of his/her supervisor. Any ADFA sponsored meeting or conference must be pre- approved by the President.

If travel is required of an ADFA employee, the employee must obtain written prior approval of the travel from the employee's manager.

3.4 Travel Reimbursement

Employees will be reimbursed for any approved travel, meals, lodging, and miscellaneous expense at the rate determined by ADFA ~~ADFA~~. Except as approved by the President, ADFA will reimburse travel expenses in compliance with the Arkansas State Financial Management Guide. Except as approved by the President, reimbursement for meals and lodging while traveling on official business of the State shall not exceed the maximum rates as prescribed by the Federal Travel Directory published by the United States General Services Administration.

~~.~~All requests for reimbursement shall be reasonable, true, and accurate. Reimbursement will only be provided for expenses reasonably incurred while traveling in support of ADFA's mission. Reimbursement for meal expenses is limited to those expenses incurred during overnight travel.

Meals are reimbursed for the individual employee submitting the reimbursement request. Only the ADFA's President can pay for meals where the cost includes other staff and/or guests. Tips other than as noted for meals are not allowed.

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Tipping will be reimbursed at no more than 20 percent of the total meal or travel cost.

Reimbursement for alcoholic beverages is prohibited and an ADFA travel supervisor may deny any request for reimbursement which is not ~~reasonab~~reasonable ~~le~~

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under the circumstances.

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2.5 Vehicle Useage

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All ADFA employees operating a vehicle while carrying out ADFA business shall follow the state and local traffic laws. Any accident or traffic violation that occurs while operating an ADFA vehicle for official business must be reported as soon as possible, but no later than within 24 hours. ADFA employees driving a personal vehicle on ADFA business are required to have a valid driver's license and have automobile property and liability insurance and shall follow the state and local traffic laws.

3.0 Working Hours and Breaks

Normal business hours of operation for most ADFA employees are from 8:00 a.m. until 4:30 p.m., Monday through Friday. The normal workday for full-time employees is eight (8) hours. Divisions or offices operating on a 24-hour basis or other work hours are responsible for setting effective schedules.

Normal working hours may be modified as necessary to facilitate efficient business operations. When additional work requirements are necessary, cooperation of all employees is expected. Work breaks are granted only at each supervisor's discretion. Breaks are a privilege and should not interfere with work schedules or deadlines. Personal calls should be limited to breaks, absent an emergency, and kept as brief as possible.

Schedules which require employees to work outside of normal hours on an ongoing or permanent basis require the written approval of the President.

4.0 Disciplinary Policy

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ADFA does not have a progressive discipline policy. Supervisors are responsible for determining the appropriate level of discipline for a specific handbook violation, ADFA policy violation, or any other action that requires discipline. Supervisors should consider all facts and mitigating or aggravating circumstances surrounding the violation in deciding the level of discipline and should consult with ADFA Human Resources Administrator as needed.

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As a general rule, failure to follow any of the policies described herein or the direct order of your supervisor may result in disciplinary action up to and including termination.

4.1 Possession of a Weapon

ADFA is committed to providing a safe environment for employees and visitors while respecting the right of individuals who are concealed-carry licensees with the enhanced endorsement as permitted by Arkansas law. Except as permitted by law, including, but not limited to, Arkansas Code Annotated Section 5-73-322(g), possession, discharge, or other use of weapons on any grounds, buildings, or vehicles owned or operated by ADFA is strictly prohibited. Furthermore, storing any weapon, including handguns, is prohibited, except that a concealed handgun may be stored in a licensee's locked and unattended motor vehicle. Under no circumstances will weapons be permitted in disciplinary meetings unless a law enforcement officer controls the weapon.

4.2 Commitment to Safety

ADFA is committed to providing a safe, violence-free workplace for our employees. As such, ADFA employees shall not engage in any physical confrontation with an individual or behave in a threatening or violent manner. ADFA will not tolerate threats, threatening language, or any other acts of aggression or violence made toward or by any ADFA employee. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, or destructive actions taken for intimidation. If an employee has issues with a supervisor or manager, it should be addressed with management, through the chain of command, or directly with the ADFA General Counsel.

This guidance covers any behavior in the workplace~~, or~~ at ADFA-sponsored functions or while serving as a representative of the ADFA. Any employee who witnesses or is the recipient of violent or threatening behavior should promptly inform their supervisor or division director. All threats will be investigated, and appropriate action will be taken. No employee will be subject to retaliation, intimidation, or discipline because of reporting a threat in good faith.

4.3 Personal Appearance/Dress Code

Employees should use good judgment and discretion in their dress and appearance while maintaining good hygiene. Personal appearance shall be appropriate to the job assignment and location. ADFA employees should dress appropriately for all occasions at which they appear on behalf of ADFA. This includes a more-formal appearance when meeting with members of the Board, legislators, representatives of potential clients or others. Employees should direct any questions about the dress code to their supervisor. Men appearing before the Board should appear in dress jacket and tie.

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Sneakers or tennis shoes should not be worn while working on official business unless expressly authorized by the President.

4.4 Political Activity

ADFA employees will not engage in partisan political activities during working hours. Employees are not to endorse candidates, including the Governor, in their official capacity as employees of ADFA. ADFA employees should likewise refrain from using any campaign literature (including bumper stickers) on personal vehicles when using these vehicles to perform official duties.

4.5 Public Information

ADFA employees shall fully comply with Arkansas Freedom of Information Act, Arkansas Annotated Section 25-1-101 et seq. ADFA employees should presume that any work-related documents, reports, notes, communications, emails, photographs, or recordings in any format are subject to public disclosure under FOIA, regardless of whether the record was made or stored on an ADFA-issued or personal device. Any employee who receives a request for public records should immediately notify the ADFA General Counsel.

5.0 LEAVE AND ATTENDANCE POLICIES

5.1 Annual Leave and Accrual

Each regular or probationary employee earns annual leave with full pay based on the below schedule for each completed month of service. Employees who work less than full-time per year accrue annual leave in the same proportion as time worked. For example, part-time employees will receive their annual leave in proportion to time worked.

Extra-help employees are not eligible to accrue annual leave.

Years of Service	Accrual Per Month	Amount Per Year
0-3 years	8 hours	12 days per year
4-5 years	10 hours	15 days per year
6-12 years	12 hours	18 days per year
13-20 years	14 hours	21 days per year
20 years	15 hours	22 ½ days per year

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Annual leave can only be taken with the prior approval of the supervisor. Annual leave is granted based on workdays, not calendar days. Non-workdays, such as holidays and weekends, are not charged as annual leave. Whenever an employee terminates employment, their accumulated annual, holiday and birthday leave as of their last working day is liquidated in a lump--sum payment, not to exceed 30 working days (a combined total of 240 hours including annual, holiday, and birthday leave).

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5.2 Attendance and Tardiness

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Employees are expected to be at the employee's work area by the start of the work day. Employees should contact the employee's supervisor for information on how to request leave, requirements for reporting tardiness and absences, and other attendance-related issues.

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Repeated failure to report to work by the required time at the start of each work day should result in disciplinary action up to and including termination. ADFA reserves the right to review attendance and tardiness as well as requests for sick leave, to determine whether a pattern of abuse exists. Leave abuse of this nature could result in disciplinary action or termination

5.3 Children's Educational Activities Leave

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ADFA employees are entitled to eight (8) hours of Children's Educational Leave (CEAL) in one calendar year to participate in any school-sponsored educational activity regardless of the number of children. This includes engaging in and traveling to or from the educational activities of a child. The children must be enrolled in a pre-kindergarten program through grade 12. CEAL leave unused during a calendar year is not carried forward to the next year, nor is it payable at termination.

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5.4 Court and Jury Leave

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An employee serving as a juror or subpoenaed as a witness to give a deposition or testimony in a court or hearing, not involving personal litigation or service as a paid expert witness outside the scope of official employment, is entitled to full compensation in addition to any fees paid for such services. Such services or necessary appearances in any court shall not be counted as annual leave.

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5.5 Family and Medical Leave Act

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Family Medical Leave Act (FMLA) requires all public agencies to provide up to twelve ~~(12)~~ weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. To be eligible for FMLA leave, an employee must have worked at least

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1,250 hours in the twelve (12) months preceding the commencement of FMLA and meet one (1) of the following qualifying reasons for leave:

- A serious health condition that makes the employee unable to perform the functions of the job
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty
- The birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a serious health condition
- The care of the employee's spouse, son or daughter, or parent with a serious health condition
- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave)

In the case of birth or adoption, eligibility for FMLA leave shall expire at the end of the twelve (12) months beginning on the date of a child's birth or placement.

5.6 Leave Accruals

Leave accrued during a calendar month is not earned by an active employee until the last working day of the month. Leave is available for the employee to use beginning the first day of the month following when the leave was earned. Leave must be earned before it can be used. Employees earn annual and sick leave at the standard accrual rate when on paid leave. An employee will not earn leave when in leave-without-pay (LWOP) status for ten (10) or more cumulative days (80 hours) within a calendar month. This includes annual, sick, holiday, and birthday leave. The annual leave lost due to the LWOP is based on the accrual rate authorized for that employee.

5.7 Leave Without Pay

An employee who has exhausted all accrued leave, and must be off work, may request to receive Leave Without Pay (LWOP). LWOP should only be requested in rare circumstances, and requests should be submitted in advance of the leave or as soon as practicable. The ADFA President must approve in writing all requests for LWOP. Employees must exhaust all accrued leave before using LWOP. An employee on unapproved LWOP may be subject to disciplinary action, including termination.

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An employee on LWOP may continue to participate in agency group insurance programs to which ADFA contributes. The employee would be responsible for paying the total cost directly to EBD. ADFA will pay the employer's matching portion of LWOP covered under FMLA, Military Leave, or Workers' Compensation.

5.8 Maternity Leave

An eligible employee may request leave to receive up to twenty-four (24) consecutive weeks of paid maternity leave. If an employee is eligible for both catastrophic leave for maternity purposes and FMLA, the two will run concurrently.

An employee who is ineligible for catastrophic maternity leave may request to use accrued sick or annual leave for maternity leave but is not required to exhaust all accrued leave before using LWOP for maternity purposes.

5.9 Military Leave

Military leave may only be used by active members of the United States Armed Forces, which include: the United States Marine Corps, United States Army, United States Navy, United States Air Force, Arkansas National Guard, and all reserve branches of the armed forces. Military leave may be granted only with the approval of the ADFA President.

5.10 Right to Vote

Employees may be granted paid leave to exercise their right to vote.

5.11 Sick Leave

Regular, full-time employees will accrue eight (8) hours of sick leave per month. Employees working less than full-time will accrue sick leave in the same proportion as the time worked. Sick leave may only be used for the following purposes:

- Death or severe illness of an immediate family member. Immediate family is defined as the father, mother, sister, brother, spouse, child, grandparents, grandchild, in-laws, or any individual acting as a parent or guardian of an individual;
- When the employee cannot work because of sickness or injury or for medical, dental, or optical treatment;

Sick leave should be requested in advance; however, if the illness makes advance notice impossible, an employee must notify their supervisor before starting the workday on ~~n~~

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the first day of the employee's absence. A request for sick leave must be submitted within two (2) days after returning to work.

An ADFA employee on sick leave for five (5) or more consecutive days ~~must~~ should provide written confirmation of the~~a certificate of~~ illness from an attending physician. ADFA may require a doctor's note for any suspected abuse of sick leave or any pattern of sick leave usage.

Employees are not entitled to payment for accrued and unused sick leave when terminated from employment at ADFA.

5.12 Holidays

The following are the official holidays applicable to ADFA employees:

- New Year's Day (January 1st)
- Dr. Martin Luther King Jr. Birthday
- George Washington's Birthday & Daisy Gatson Bates Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

To be eligible for holiday pay, the employee must be in pay status at least 15 minutes the last scheduled workday before the holiday and at least 15 minutes the first scheduled workday after the holiday. When a holiday occurs while an employee is on annual or sick leave, that day is charged as a holiday and will not be charged against the employee's accrued leave.

Employees who work on a holiday will accrue the holiday leave for later use.

When a holiday occurs on Saturday, the holiday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday

The ADFA President may proclaim additional days when ADFA offices are to be closed.

Birthday leave is earned on the employee's birthday. Holiday and birthday leave never expire and are carried forward each year. When an employee terminates employment,~~,~~

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holiday and birthday leave are included with unused annual leave and paid out as a lump sum not to exceed 240 hours.

5.13 Year-End Balance

A set amount of accrued unused leave will carry over to the following calendar year. Accrued leave may exceed the year-end carry forward balance limits during the calendar year, but the hours above these limits will be forfeited if not used by December 31st of each year.

- Maximum annual leave that is carried forward is 240 hours (30 days)
- Maximum sick leave that is carried forward is 960 hours (120 days)

5.14 Office Hours, Remote Work and Inclement Weather

ADFA is a public entity and will maintain office hours which are open to the public and occur between 8 am and 5 pm Monday through Friday.

Remote work is defined as an agreement between the ADFA and an employee to perform official duties outside of official ADFA offices on a regular or recuring basis. The President may approve remote work on a short-term basis only upon a finding that an employee's duties cannot reasonably be carried out in-office during typical office hours.

Employees may be assigned to work in locations other than the ADFA office, such as those traveling regularly as representatives of the ADFA or traveling on ADFA business.

In the event of inclement weather, the President may close ADFA offices or otherwise limit ADFA office hours as needed. Employees of the ADFA are expected to use caution and good judgment in traveling to and from the ADFA during times of inclement weather and may be required to work remotely when inclement weather is anticipated.

Conclusion

The ADFA Employee Handbook & Code of Ethics establishes the personnel policies, procedures, benefits, and standards of conduct that govern employment with ADFA. However, this handbook is not all-inclusive. In the event of a conflict between a provision of this Handbook and applicable law or ADFA-approved policy, the provisions of that law or policy shall govern.

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Attachment A: Employee Attestation and Acknowledgment

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Upon hiring, and annually as may be required, all ADFA employees will sign and date the following statement:

I understand that Arkansas is an "employment at will" state, and an employee may be terminated for any reason or no reason at all. Nothing in this Handbook or any other document, policy, or procedure used by ADFA shall be held or construed to create a promise of employment, a promise of future benefits, or a binding contract between ADFA and its employees, retirees, or their dependents, for benefits or any other purpose.

I acknowledge that I know where to find the electronic copy of the ADFA Employee Handbook and ADFA policies.

I understand that I am expected to read the Handbook in its entirety and consult with my supervisor or the ADFA General Counsel regarding any questions about the information. This Handbook may be altered, modified, or rescinded, and the ADFA Secretary may issue a revised copy, new policies, or both at any time. As this Handbook or policies are written or changed, the updated information takes precedence over prior editions of this handbook. Employees are responsible for consulting ~~ADFA~~ policies of the ADFA as needed.

I accept the terms and understand that it is my responsibility to comply with the policies contained in this Handbook and any revisions made to it. I understand that I may be subject to disciplinary action, including immediate termination, for violating any provision of this Handbook or the ADFA policy.

I will sign this Acknowledgment of Receipt and return it to the ADFA Human Resources Administrator within ten (10) business days of receipt of this Handbook. I understand that this form will be retained in my personnel file.

_____ _____

Employee Signature Date

_____

Employee Printed Name

A RESOLUTION REQUIRING THE ADOPTION OF POLICIES FOR THE EQUITABLE AND TRANSPARENT PROCUREMENT OF GOODS AND SERVICES

WHEREAS, the Arkansas Development Finance Authority ("ADFA") is an independent entity of the State of Arkansas empowered with specific functions and responsibilities to act; and

WHEREAS, Act 944 of 2025 clarified the independent nature of the ~~Authority~~ ADFA and allowed increased flexibility to carry out the missions of the ~~Authority~~ADFA, including excepting the ~~Authority~~ ADFA from the state's laws governing the procurement of goods and services including Arkansas Code Annotated Section 19-11-201, et seq.; and

WHEREAS, the adoption of clear standards for purchase of goods and services in a clear, consistent and auditable manner will aid the operational efficiency of the ~~Authority~~ ADFA and safeguard public trust in the use of funds in the name of the ~~Authority~~ADFA.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ~~AUTHORITY~~ ADFA AS FOLLOWS:

Section 1

The following policies regarding the adoption of procurement policies for the expenditure of funds will be adopted by the ~~Authority~~ ADFA and implemented in all decisions as appropriate from the date of the adoption of this resolution:

"Policy

The Arkansas Development Finance Authority (ADFA) is committed to open, transparent, arms-length procurement policies which conform with the laws of the State of Arkansas and the policies and procedures adopted by the ADFA Board. The purpose of these policies is to align the purchase of goods and services with the broader policies and objectives of the ADFA and ensure compliance with the legal and ethical obligations of the ADFA.

Purchasing decisions are business decisions made on behalf of the ADFA. Procedures for budgeting and expending funds are designed to meet the requirements of Generally Accepted Accounting Principles, State of Arkansas fiscal laws and regulations that may legally apply to the ADFA, Federal Aid requirements, and applicable policies of the ADFA ~~policies~~.

These policies reflect the ADFA's general policy of transparency and openness. ADFA staff should apply these policies with a commitment to open, free and fair transactions.

Waivers or deviations of these policies can only be made with the prior written approval of the President of ADFA. Any waivers issued by the ADFA President will be reported in writing to the ADFA Board at the next regular Board meeting.

Applicability: These policies apply only to transactions expending funds belonging to the ADFA. These policies do not apply to:

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- Funds appropriated to the ADFA by the State which are located in the Arkansas State Treasury, and whose use is otherwise limited by Arkansas law; or
- Decisions otherwise determined by the Professional Selection Policies of the ADFA as adopted and approved by the Arkansas Legislative Council pursuant to Arkansas Code Annotated Section 15-5-212(a) as promulgated under 15 CAR § 60-101 et seq.

Definitions: Unless otherwise stated, definitions of terms used here will conform with those used in Black's Law Dictionary, 9th Edition, Thompson Reuters, 2005.

Board Approval Required: The prior approval of the ADFA board is required for transactions that require:

- Purchase of Good and Non-Professional Services in excess of $100,000 over the projected life of the agreement, if applicable;
- Acquisition, ~~or~~ disposition or leasing of any legal interest (e.g. fee title or easement) in land valued at more than $500,000; or

General Procurement Processes: The ADFA is committed to conducting business in an open, transparent and competitive manner. Procurement decisions will be based on objective considerations of price, value, efficiency and quality and should in all cases be based on established, written facts.

- Only the total foreseeable value of a contract should be considered. Contracts cannot be structured in a manner designed to defeat procurement processes. Efforts to obtain responsive quotes or bids should be documented. Failure to obtain multiple responses to solicitation may require resubmission of the solicitation or a written statement from the procuring official that no additional responses could be reasonable obtained.
- The maximum term for the contract of services is two years. Contracts for services may be renewed multiple times but under no circumstance may a contract be extended beyond a total contract life of seven years.
- Review of bids, proposals or solicitations in excess of $25,000 should be performed by a committee of staff of the ADFA formed for that purposes in a manner similar to form and format as that employed under Ark. Code Ann. § 15-5-409.
- For the purchase of Goods and Services, the ADFA will follow the following criteria:
  - Total c~~C~~ontract v~~V~~alue of Less than $25,000: For purchases of g~~G~~oods and s~~S~~ervices valued at less than $25,000, no bids are required but ADFA staff should make reasonable effort to obtain best available goods or services in question.
  - Total c~~C~~ontract v~~V~~alue of between $25,000 and $100,000: For purchases of g~~G~~oods and s~~S~~ervices valued at between $25,000 and $100,000, ADFA staff must request at least three written quotes supported by basic contractual documentation. Each quote must be considered based on value and the contract awarded based on a reasonable determination that it represents the best available option for the ADFA.
  - Total c~~C~~ontract v~~V~~alue in excess of $100,000: For purchases of goods and services in excess of $100,000, staff must use either a Request for Proposal (RFP) or an Invitation for Bids (IFB), as described below. Responsive proposals or bids must be considered by staff committee pursuant to Ark. Code Ann. § 15-5-409. Contracts shall be awarded only upon the recommendation of the staff committee and the approval of the ADFA ~~board~~Board.

Sole Source Procurement

~~o~~ Where a single vendor is the only feasible source for the goods and services to be procured, the purchase may be deemed a sole source procurement, and the vendor may be

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selected without using the General Procurement Process defined above.

- Requests for Sole Source procurement must be made in writing to the President of the

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- ADFA. Requests must document efforts to identify potential vendors, provide a factual basis for the request and the general justification for the request.
- Requests for Sole Source procurement can only be approved upon a showing that General Procurement Processes cannot be met with reasonable effort.

Request For Proposals

- Requests for proposals (RFP) can be used for the purchase of goods and services. They are used for purchases greater than $100,000 when it is determined that technical ability, expertise or general ability to carry out a contract should be considered in addition to price.
- An RFP will be awarded based on consideration of both price and technical ability, i.e. the ability of the vendor to carry out the requirements of the contract.
- At a minimum, an RFP must state:
  - The weighted importance of price versus technical ability;
  - A detailed scope of work for the project;
  - Minimum criteria for vendors, if any;
  - A beginning and end date of the contract, including a projected term;
  - Applicable terms and conditions as determined by the ADFA.
- Public notice of the RFP should be provided using the ADFA website or other reasonable means.
- Unless otherwise determined by the President of the ADFA, all RFPs must be publicly posted for at least seven (7) calendar days. This period is the Solicitation Period.
- During the Solicitation Period, ADFA staff may discuss the contract with potential vendors only for the purpose of clarification and to ensure full understanding of, and responsiveness to, the solicitation requirements.
- Prospective vendors should be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
- Upon receipt of a submission, ADFA staff will make a determination of initial minimum criteria. Submissions which do not meet his criteria will be rejected.
- Upon the conclusion of the Solicitation Period, ADFA staff will collect all submissions which meet minimum requirements for consideration and subsequent approval to negotiate by a staff committee, acting in accordance with Ark. Code Ann. §15-5-409.
- Nothing in these policies will prevent the ADFA from negotiating with selected vendors to achieve the best possible contract for the ADFA.

Invitation for Bids (IFB)

- Invitations for bids should be used when quality of a good or service is effectively uniform and can be confirmed in express written terms, and the only primary criteria to be considered is the price of the bid.
  - At a minimum, an IFB should include:
  - A detailed description of the goods or services to be acquired, including specific objective requirements which must be met;
  - The time frame in which the contract must be carried out;
  - Public notice of the IFB should be provided using the ADFA website or other reasonable means.
  - Unless otherwise determined by the President of the ADFA, all IFBs must be publicly posted for at least seven (7) calendar days. This period is the Solicitation Period.
- During the Solicitation Period, ADFA staff may discuss the contract with potential

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vendors only for the purpose of clarification and to ensure full understanding of, and responsiveness to, the solicitation requirements.
- Prospective vendors should be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
- Upon the conclusion of the Solicitation Period, ADFA staff will collect all submissions which meet minimum requirements for review. Only those submissions meeting minimum criteria will be considered.
- The award will be given to the lowest priced qualifying submission.
- Nothing in these policies will prevent ADFA from negotiating with selected vendors to achieve the best possible contract for ADFA.

Written Documents Required
- ADFA staff should reduce all contracts, regardless of value, into some form of writing. "Verbal" contracts (whether for goods or services), though they may become legally enforceable by and against ADFA, are not allowed.
- Contracts ~~valued in excess of $25,000~~ should be recorded when appropriate to the relevant forms, e.g. ADFA Services Contract Form SRV-1 or ADFA Goods Contract Forms. When appropriate, and for particularly large or complex agreements, these forms should be recorded in addition to other, binding documents relevant to the contract itself.

Terms of Contracts
- Unless otherwise provided by law or as specifically authorized by the President, a contract for procurement of goods or services from a vendor may be entered into for a period of not more than three (3) years if funds for the first fiscal year of the contemplated contract are available at the time of contracting. The President may authorize a contract for goods and services with a term of more than three (3) years if the President determines such action is necessary in furtherance of the ADFA's mission, will serve the best interests of the State, and sufficient funds currently are available or will be available for extended performance of the contract.
- Unless otherwise provided by law or as specifically authorized by the President, a contract may be extended annually for a total contract life of ~~ten (10)~~seven (7) years.
- Payment and performance obligations for succeeding fiscal years shall be subject to the availability and budgeting of funds.

Scope of Work
- Scope of Work: Contracts valued in excess of $25,000 should include a scope of work (SOW) that specifies in reasonable detail the work to be performed, the quantity and quality of work expected, and when and where the work is to be performed. The SOW in the contract must be substantially the same as, or be a subset of, the SOW in the vendor selection documentation for that contract (e.g., written quotation, competitive bid, sealed bid, request for proposal or statement of qualifications).
- **Emergency Amendments** An existing contract can be amended on an emergency basis with the approval of the President upon a showing that facts giving rise to the amendment were not reasonably apparent or foreseeable at the time the contract was proposed and entered into.
- However, a contract cannot be amended to:
  - Expand the SOW beyond the original scope of the contract (the work within the contemplation of the parties when the contract was entered into) or the vendor selection documentation (ex. written quotations, competitive bid, sealed bid,

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request for proposals or statement of qualifications);

- Increase the dollar amount ~~for an additional contract term~~ by more than 10% of the dollar amount for the current contract term; or
- Extend the term of the contract.

~~o~~ Any changes to existing contracts made on an emergency basis will be reported in writing to the ADFA Board at the next regularly scheduled meeting.

PASSED AND APPROVED this ~~XXXX~~ 4th day of December,~~XXX~~ 2025

ARKANSAS DEVELOPMENT
FINANCE AUTHORITY

By:_____
Carey Smith, Chair

Attest:

By:_____
Robert ~~"Ro"~~ Arrington, Interim
President

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A RESOLUTION REQUIRING THE APPROVAL OF THE BOARD OF DIRECTORS FOR CERTAIN ACTIONS OF THE ~~AUTHORITY~~ADFA

WHEREAS, the Arkansas Development Finance Authority ("ADFA") is an independent entity of the State of Arkansas empowered with specific functions and responsibilities to act; and

WHEREAS, Act 944 of 2025 clarified the independent nature of the ~~Authority~~ ADFA and allowed increased flexibility to carry out the missions of the Authority; and

WHEREAS, the ongoing operational efficiency of the ~~Authority~~ ADFA will be aided by the adoption of clear standards for the future operations of the ~~Authority~~ADFA;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ~~AUTHORITY~~ ADFA AS FOLLOWS:

Section 1. The express approval of the Board of Directors, whether through resolution or other formal action, is required prior to entering into:

- Any guarantee or material modification of any guarantee issued by the ~~Authority~~ ADFA on behalf of either the ~~Authority~~ ADFA or any third-party entity, including cities or counties;
- The final release of tax credits in support of housing, including but not limited to the issuance of the Low-Income Housing Credit Allocation and Certification (Form 8609);
- Any investments, loans or grants or the material modification to any investments, loans or grants to any third-party entity, including divisions of the State, cities, counties or political subdivisions, corporations, or non-profit organizations;
- The adoption of any new standards, rules, criteria or regulations or the amendment of any standards, rules, criteria or regulations which will materially impact entities entering into or currently operating under agreements with the ~~Authority~~ADFA;
- Any action requiring the approval of the Governor ~~and~~ or the holding of a public hearing;
- Any expenditure greater than ~~10 percent of~~ the line item for which it was accounted for in the ADFA budget or any expenditure not accounted for in the ADFA budget;
- Any contract or any material modification to any contract utilizing ADFA-generated funding for goods or services valued at greater than $100,000;
- Acquisition, ~~or~~ disposition or leasing of any legal interest in real property valued at more than $500,000;

- Any contract for professional services necessary for the issuance of bonds or other indebtedness;
- Any annual budget or any amendments to an annual budget;
- Any agreement or the material modification of any agreement between ADFA and the State of Arkansas or U.S. Government ~~or US Governmental Agencies~~ to provide goods, services, or financing of any kind.

Section 2

Nothing in this resolution will prevent the Board of Directors from requiring the Board's express approval or ratification of any action of the ADFA staff.

Section 3

Nothing in this resolution shall prohibit~~s~~ the President from ~~bringing~~ requesting Board approval on any action or question. ~~question for consideration by the Board of Directors~~.

PASSED AND APPROVED this ~~XXX~~ 4th day of December, ~~XXXX~~ 2025

ARKANSAS DEVELOPMENT
FINANCE AUTHORITY

By:_____
Carey Smith, Chair

Attest:

By:_____
Robert ~~"Ro"~~ Arrington, Interim
President

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A RESOLUTION REGARDING THE ADOPTION OF RULES FOR THE OPERATION OF THE AUTHORITY

WHEREAS, Arkansas Code Annotated Section 15-5-207(b)(5) empowers the Arkansas Development Finance Authority (~~-~~"ADFA") with the right to make and issue such rules as may be necessary or convenient in order to carry out the purposes for which the ~~Authority~~ ADFA was created under law; and

WHEREAS, Act 944 of 2025 expressly exempted the ~~Authority~~ ADFA from the requirements of Arkansas Code Annotated Section 25-15-201 et seq. ("The Administrative Procedures Act"); and

~~WHEREAS, the Authority has a strong history of policies and procedures for the timely and open disclosure of proposed policies and procedures, including the holding of public meetings, publication of notices and recording of public commentary; and~~

WHEREAS, established policies requiring public disclosure and discussion of proposed rules will facilitate the efficient operations of the ~~Authority~~ ADFA and assist individuals and entities working with the ~~Authority~~ ADFA to carry out its goals.

BE ~~–~~IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE ~~AUTHORITY~~ ADFA THAT:

Section 1.

~~All~~ Any standards, rules, criteria or regulations ~~rules~~ issued by ADFA are declared to be limited in their application to individuals and entities signing agreements, contracts, grants or otherwise, unless expressly stated otherwise in federal or state law.

Section 2.

Any ~~policy or decision~~standards, rules, criteria or regulations adopted by ADFA and which has a material impact on the terms or conditions of agreements issued by ADFA with individuals and entities outside ADFA will not be applied until adopted by resolution by the Board of Directors of ADFA.

Section 3.

Upon the request of the Chairman of the Board of Directors of ADFA or upon the written request of two members of the Board of Directors, the President of ADFA shall hold a public hearing on the proposed policy, decision or otherwise and report findings to the Board at the next regularly scheduled meeting.

Section 4.

The requirements of Board approval and, if requested, public meetings, will not apply to policies or decisions adopted through state or federal law or changes to federally

mandated programs over which ADFA has no authority to change, amend or otherwise reject.

PASSED AND APPROVED this ~~XXXX~~ 4th day of December,~~XXX~~ 2025

ARKANSAS DEVELOPMENT
FINANCE AUTHORITY

By:_____
Carey Smith, Chair

Attest:

By:_____
Robert ~~"Ro"~~ Arrington, Interim
President