



# **EXECUTIVE**

**March 4, 2022**

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**AUTHORIZATION TO GRANT A  
UTILITY EASEMENT TO CHICK-FIL-A**

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**REQUEST:**

The President requests that the Board authorize the University to convey an easement to Chick-Fil-A across property owned by the university located at the Center for Research and Development on Nashville Road, Bowling Green, Kentucky.

**FACTS:**

Chick-Fil-A purchased outparcels from the WKU Foundation in 2019 for the purposes of constructing a new restaurant. For stormwater management, they are requesting a utility easement across WKU property to run a storm sewer from the Chick-Fil-A parcel to the existing drainage basin located adjacent to the Quick Stop on Nashville Rd at the Center for Research and Development.

This will be a permanent easement measuring 10' wide and 95' long and will cross driving lanes adjacent to the Chick-Fil-A development.

The volume of stormwater transported to the drainage basin will approximate current volumes. No increase in stormwater volume is expected.

**BUDGETARY IMPLICATIONS:**

None.

**RECOMMENDATION:**

President Timothy C. Caboni recommends that the Board of Regents approve the request for the University to take appropriate action to convey a utility easement to Chick-Fil-A across property owned by the University located at the Center for Research and Development located on Nashville Rd in Bowling Green, KY as identified in the project drawing included with the Board agenda material.

**MOTION:**

**Approval that the Board authorize the University to take appropriate action to convey a utility easement to Chick-Fil-A across property owned by the University located on Nashville Road, Bowling Green, Kentucky, as identified in the project drawing included with the Board agenda material.**



Figure 1. Location of Chic-Fil-A development relative to the existing storm drainage basin on the Center for Research and Development Campus.

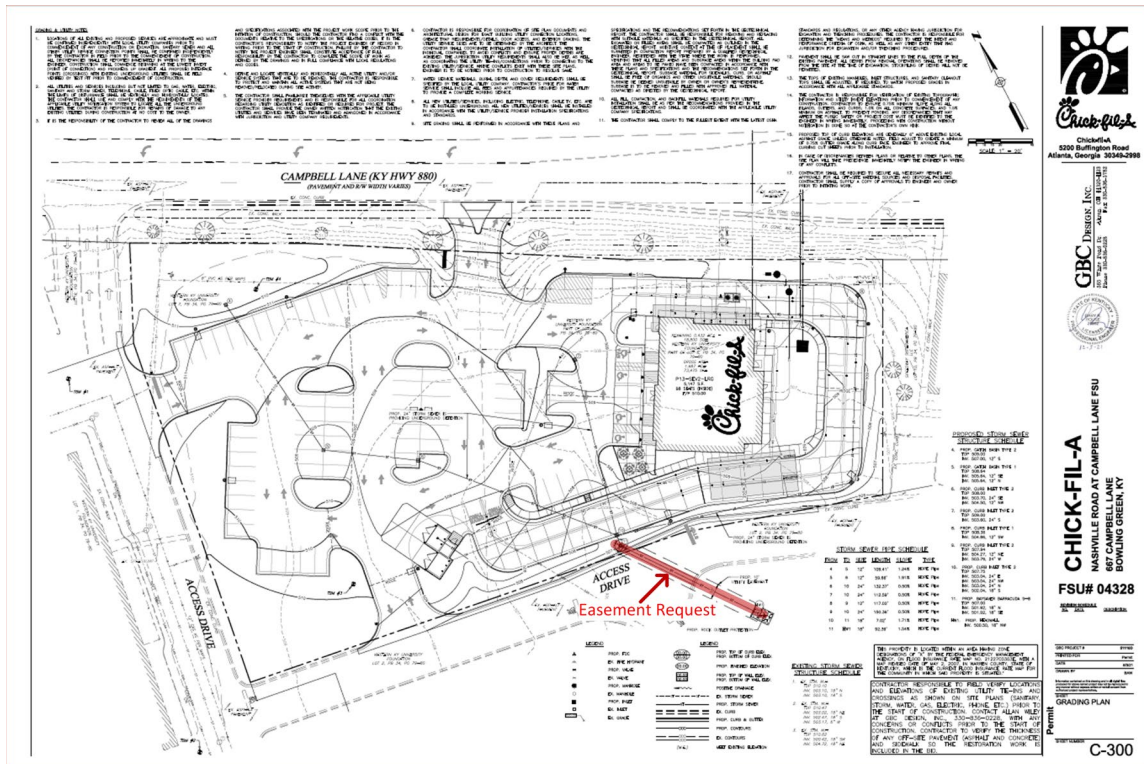


Figure 2. Easement request for a utility easement across WKU property to the existing drainage basin.

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**APPROVAL OF ADDENDUM TO  
ATHLETIC EMPLOYMENT CONTRACT**

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**REQUEST:**

Approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Travis Hudson.

**FACTS:**

The University and Coach Hudson have negotiated an Addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head volleyball coach and extends his employment until June 30, 2026. A copy of the Addendum is included with this agenda material.

**BUDGETARY IMPLICATIONS:**

Travis Hudson will receive a \$50,000 annual retention bonus beginning on September 1, 2022.

**RECOMMENDATION:**

President Timothy C. Caboni requests approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Travis Hudson.

**MOTION:**

**Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Travis Hudson.**

**ADDENDUM NO. 5  
TO  
WESTERN KENTUCKY UNIVERSITY  
ATHLETIC EMPLOYMENT CONTRACT**

This Addendum No. 5 to the Employment Contract between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **TRAVIS HUDSON** ("Coach") is entered into for the following purposes:

**Revisions to existing contract:**

- Hudson will receive a \$50,000 annual retention bonus beginning on September 1, 2022.
- The parties agree that **ARTICLE III, "TERM OF EMPLOYMENT"** is hereby amended to read as follows:

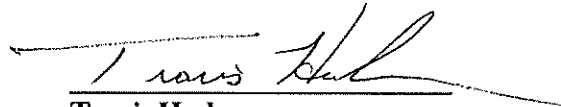
The term of the Employment Contract most recently amended by the parties on March 10, 2017, shall be amended to provide for a period beginning on the day this Addendum No. 5 is fully executed by all parties and expiring on the 30<sup>th</sup> day of June, 2026, as follows. The parties agree that if circumstances do not exist that would justify dismissal for cause as defined in 5.01 of the Employment Agreement during any year of this Contract, the term of this Contract shall be extended under the same terms and conditions by one additional year at the end of each year, with the term of employment together with extensions not to extend beyond June 30, 2029. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360 (2).

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated July 1, 2005, shall continue in full force and effect for the term as established herein. The parties agree that this Addendum No. 5 is contingent upon subsequent approval by the University's Governing Board of Regents which will be sought by the University on March 4, 2022.

This Addendum entered into this 18<sup>th</sup> day of February, 2022 by:



**Todd Stewart**  
**Director of Athletics**  
**Western Kentucky University**



**Travis Hudson**  
**Head Coach**  
**Western Kentucky University**

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**APPROVAL OF ADDENDUM TO  
ATHLETIC EMPLOYMENT CONTRACT**

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**REQUEST:**

Approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Tyson Helton.

**FACTS:**

The University and Coach Helton have negotiated an Addendum to the Athletic Employment Contract which outlines revised terms and conditions of his employment as head football coach and extends his employment until December 31, 2025. A copy of the Addendum is included with this agenda material.

**BUDGETARY IMPLICATIONS:**

Tyson Helton will receive a \$100,000 increase in his base salary beginning on July 1, 2022. The addendum includes clauses for possible bonuses and termination payments.

**RECOMMENDATION:**

President Timothy C. Caboni requests approval of an Addendum to the Athletic Employment Contract between Western Kentucky University and Tyson Helton.

**MOTION:**

**Approval of the Addendum to the Athletic Employment Agreement between Western Kentucky University and Tyson Helton.**

**ADDENDUM  
TO  
WESTERN KENTUCKY UNIVERSITY  
ATHLETIC EMPLOYMENT CONTRACT**

This Addendum to the Employment Contract between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **TYSON HELTON** ("Coach") is entered into for the following purposes:

**Revisions to existing contract:**

- Helton will receive a \$100,000 increase in base salary beginning on July 1, 2022.
- The clauses outlined in Article IV, Section 4.04 are amended in the following manner:

4.04 **COACH'S BONUS**

Single-Year APR 950+	\$100,000
Conference USA Championship Game Appearance	\$50,000
Conference USA Championship Game Victory	\$50,000

- The clauses outlined in Article V, Section 5.04 and 5.05 are amended in the following manner:

5.04 **TERMINATION WITHOUT CAUSE BY UNIVERSITY OR COACH**

The **UNIVERSITY** and **COACH** shall have the right to terminate this Employment Contract prior to its normal expiration on December 31, 2025 (or December 31, 2026, or December 31, 2027, or December 31, 2028 in the event of extension), without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.02. Termination by either party without cause shall be effectuated by delivering to the other party written notice of the terminating party's intent to terminate this Contract without cause.

5.05 **LIQUIDATED DAMAGES UPON TERMINATION WITHOUT CAUSE**

If **COACH** terminates the contract without cause, he will pay the **UNIVERSITY**, in equal payments over a 12-month period, according to the following schedule:

Prior to December 31, 2022	\$1,400,000
Between January 1, 2023 and December 31, 2023	\$1,100,000
Between January 1, 2024 and December 31, 2024	\$800,000
Between January 1, 2025 and December 31, 2025	\$500,000

If **UNIVERSITY** terminates the contract without cause, **WKU** will pay **COACH**, in equal payments over a 12-month period, according to the following schedule:

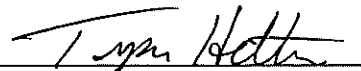
Prior to December 31, 2022	\$4,000,000
Between January 1, 2023 and December 31, 2023	\$3,150,000
Between January 1, 2024 and December 31, 2024	\$2,250,000
Between January 1, 2025 and December 31, 2025	\$1,350,000
Between January 1, 2026 and December 31, 2027	\$1,000,000

Unless otherwise specifically amended herein, the parties agree that all terms, conditions, agreements, and provisions of the Employment Contract dated February 11, 2019, shall continue in full force and effect for the term as established herein. The parties agree that this Addendum is contingent upon subsequent approval by the University's Governing Board of Regents which will be sought by the University on March 4, 2022.

This Addendum entered into this 18th day of February, 2022 by:



**Todd Stewart**  
**Director of Athletics**  
**Western Kentucky University**



**Tyson Helton**  
**Head Coach**  
**Western Kentucky University**



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**PHILANTHROPIC NAMING REQUEST FOR  
EVA AND JIM MARTENS ALUMNI CENTER**

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**REQUEST:**

Approval of the philanthropic naming of the Eva and Jim Martens Alumni Center in recognition of a generous gift from Eva and Jim Martens.

**FACTS:**

Jim and Eva Martens of Bowling Green, Ky., are the owners of J-Mar Properties, serving as real estate investors in Kentucky and Tennessee. Jim earned a Bachelor of Science in Agriculture from WKU in 1972. Jim and Eva are longtime philanthropic supporters of WKU with a special interest in the WKU Alumni Association, Football, Men's Basketball, Hilltopper Athletic Foundation and scholarships. They have made gifts to WKU for 41 consecutive years.

Jim has demonstrated leadership while serving on the WKU Foundation Board of Trustees, Hilltopper Athletic Foundation Board, WKU Real Estate Corporation Board of Directors and the Football Endowment Committee. As a local business owner and civic leader, Jim has also served on several local boards and civic organizations including Med Center Health, The Community Foundation of Southcentral Kentucky, United Way of Southern Kentucky, Salvation Army, Commonwealth Health Foundation Free Clinic and Hillvue Heights Church.

This philanthropic naming request is recommended in recognition of the Martens' generosity and commitment to WKU.

**BUDGETARY IMPLICATIONS:**

The WKU Alumni Association will cover the cost of the sign for the area.

**RECOMMENDATION:**

President Timothy C. Caboni recommends approval of the philanthropic naming of the Alumni Center as the Eva and Jim Martens Alumni Center in recognition of a gift from Eva and Jim Martens

**MOTION:**

Approval of the philanthropic naming of the Alumni Center as the Eva and Jim Martens Alumni Center.