

AGENDA
ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES
Wednesday, July 21, 2021
11:00 a.m.
ASU-Newport
Call in: 1-872-240-3212/939097277

I. Call to Order
Price Gardner, Chair

*II. Agenda

- Proposed ASU System Resolutions
 - Resolution approving the ASU System to sell Henderson State University property, located at the intersection of Millcreek Drive and North 15th Street in Arkadelphia, Arkansas
 - Resolution approving the ASU System to sell two parcels of Henderson State University property, located in Arkadelphia, Arkansas
 - Resolution conferring upon Dr. Sandra Massey the designation of Chancellor Emeritus
- Proposed ASU-Beebe Resolution
 - Resolution approving ASU-Beebe to enter into an agreement with the Arkansas Game and Fish Commission (AGFC) to allow the AGFC to manage property owned by ASU-Beebe
- Proposed ASU-Newport Resolution
 - Resolution approving ASU-Newport to name the “Hangar” complex, located in the Student/Community Center, the Sandra C. Massey Center for Student Success

*III. Adjournment

* Action Item

EXECUTIVE SUMMARY

Contact: Jim Borsig (870) 230-5091

ACTION ITEM: The Arkansas State University System requests approval to sell Henderson State University property, which is located at the intersection of Millcreek Drive and North 15th Street in Arkadelphia, Arkansas.

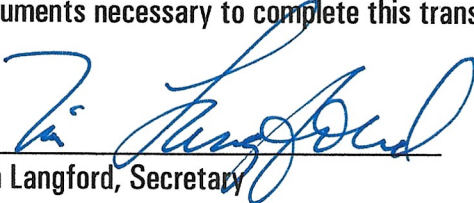
ISSUE: The Board of Trustees must approve all sales of University property.

BACKGROUND:


- Henderson State University owns property at the intersection of Millcreek Drive and North 15th Street in Arkadelphia. The property is not contiguous to the campus, is undeveloped, is not essential to the operations of the institution, and will not be needed in the future to carry out the educational mission of the institution. The property is surplus, and is appropriate for sale.
- The property shall be surveyed by a licensed appraiser; offered for purchase by the public, either by sealed bids or a live auction; and the highest bid will be accepted. The sale will be advertised to the public. No bid, which is lower than the appraised value, will be accepted.
- A legal description and a diagram of the property are attached to this resolution.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to sell the Henderson State University property, located at the intersection of Millcreek Drive and North 15th Street in Arkadelphia, Arkansas, and that the President of the ASU System, or the President's designee, is authorized to sign all documents necessary to complete this transaction.



Tim Langford, Secretary



Price Gardner, Chair

Henderson State University
 Real property in Arkadelphia, Clark County, Arkansas
 Located at intersection of Millcreek Drive and North 15th Street



A parcel of land being located in the SW¼ NW¼ of Section 17, Township 7 South, Range 19 West, and being described as follows: Commencing at the Southwest corner of said SW¼ NW¼ thence North 01° 25' 00" East 905.20 feet to the point of beginning; thence North 01° 25' 00" West 446.18 feet to the centerline of Mill Creek Road; thence South 59° 36' 53" East, along the centerline of Mill Creek Road a distance of 268.32 feet; thence South 56° 20' 47" East, along the centerline of Mill Creek Road a distance of 172.86 feet; thence South 50° 46' 19" East, along the centerline of Mill Creek Road a distance of 99.88 feet; thence South 32° 48' 31" East along the centerline of Mill Creek Road 79.75 feet; thence South 12° 14' 40" East, along the centerline of Mill Creek Road a distance of 66.90 feet; thence South 04° 28' 10" East, along the centerline of Mill Creek Road a distance of 110.41 feet; thence South 86° 03' 34" West, along the centerline of Mill Creek a distance of 93.56 feet; thence North 77° 32' 54" West, along the centerline of Mill Creek a distance of 265.36 feet; thence North 75° 26' 16" West, along the centerline of Mill Creek a distance of 160.39 feet to the point of beginning, containing 3.95 acres more or less.

EXECUTIVE SUMMARY

Contact: Jim Borsig (870) 230-5091

ACTION ITEM: The Arkansas State University System requests approval to sell two parcels of Henderson State University property, located in Arkadelphia, Arkansas.

ISSUE: The Board of Trustees must approve all sales of University property.

BACKGROUND:


- Henderson State University owns two parcels of property in Arkadelphia: Parcel #1, located at the intersection of McNutt Street and 8th Street, and Parcel #2, located across 8th Street from Parcel #1. The properties are not contiguous to the campus, are undeveloped, are not essential to the operations of the institution, and will not be needed in the future to carry out the educational mission of the institution. The properties are surplus, and are appropriate for sale.
- Henderson State University has completed the steps required by law to offer the parcels for sale, including a survey by a licensed appraiser and a sale, which was accomplished by sealed bids, and which was advertised to the public. The highest bid received was higher than the appraised value.
- A legal description and a diagram of the parcels are attached to this resolution.

RECOMMENDATION/RESOLUTION:

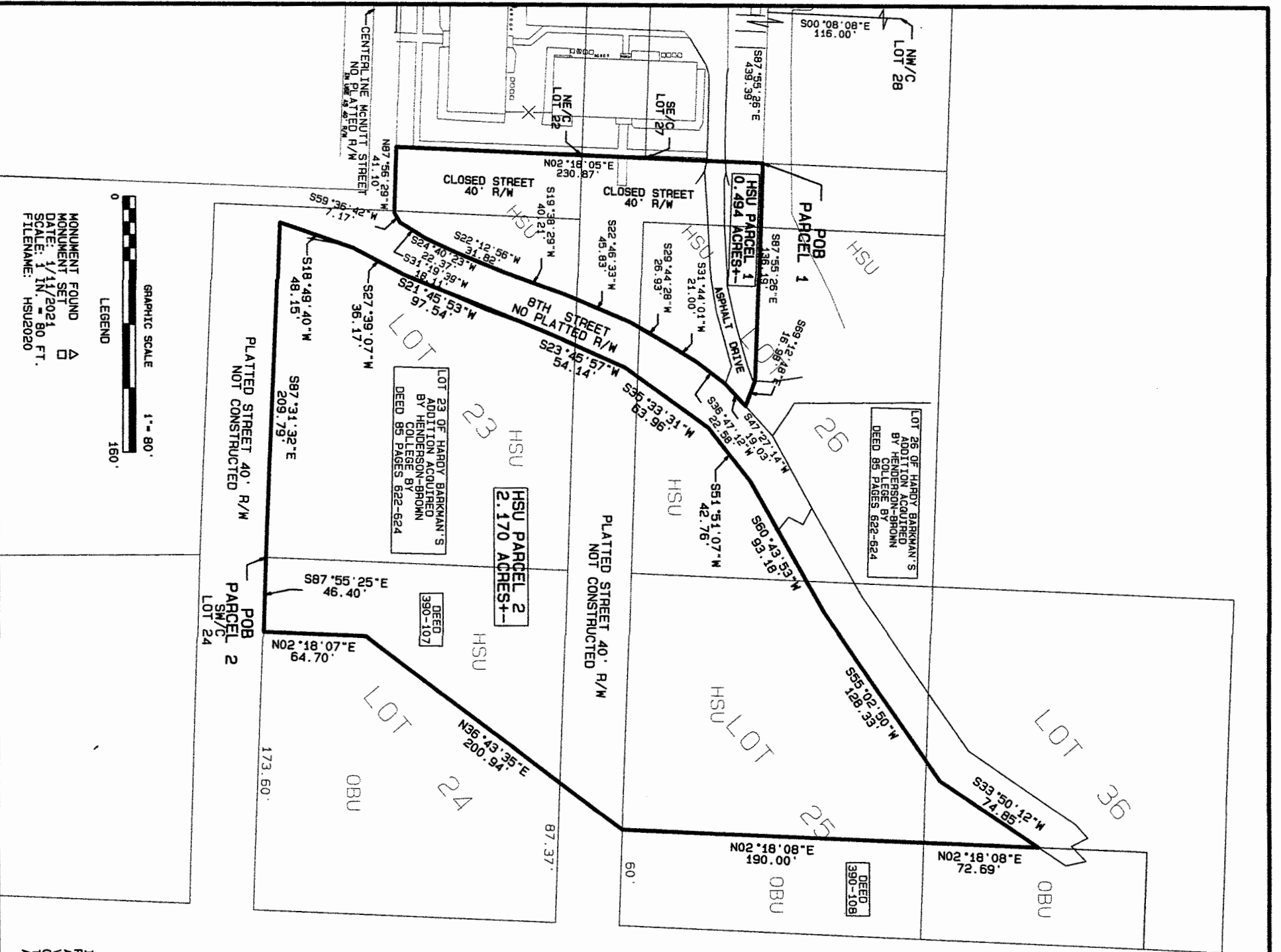
Be it resolved that the Arkansas State University System is approved to sell the two parcels of Henderson State University property, located in Arkadelphia, Arkansas: Parcel #1, located at the intersection of McNutt Street and 8th Street, and Parcel #2, located across 8th Street from Parcel #1, and that the President of the ASU System, or the President's designee, is authorized to sign all documents necessary to complete this transaction.



Tim Langford, Secretary



Price Gardner, Chair



HSU PARCEL 1 DESCRIPTION:
 A PARCEL OF LAND BEING A PART OF LOTS 23 AND 26 AND A PART OF PLATTED STREETS NOT CONSTRUCTED ALL IN HARDY AND BARKMAN ADDITION TO THE CITY OF ARKADELPHIA, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 28 OF SAID HARDY AND BARKMAN ADDITION OF THE CITY OF ARKADELPHIA, THENCE SOUTH 00°08'08" EAST ALONG THE WEST LINE OF SAID LOT 28, A DISTANCE OF 116.00 FEET; THENCE SOUTH 87°55'26" EAST, A DISTANCE OF 439.39 FEET TO THE POINT OF BEGINNING AND WEST LINE OF A PLATTED STREET NOT CONSTRUCTED; THENCE SOUTH 69°12'18" EAST, A DISTANCE OF 136.19 FEET; THENCE SOUTH 69°12'18" EAST, A DISTANCE OF 16.98 FEET TO THE NORTHWESTERN EDGE OF PAVEMENT OF EIGHTH STREET; THENCE THE FOLLOWING COURSES ALONG THE NORTHWESTERN AND WEST EDGE OF PAVEMENT OF EIGHTH STREET:
 THENCE SOUTH 47°27'14" WEST, A DISTANCE OF 19.03 FEET;
 THENCE SOUTH 36°47'12" WEST, A DISTANCE OF 22.58 FEET;
 THENCE SOUTH 31°44'01" WEST, A DISTANCE OF 21.00 FEET;
 THENCE SOUTH 29°44'28" WEST, A DISTANCE OF 26.93 FEET;
 THENCE SOUTH 22°46'33" WEST, A DISTANCE OF 45.83 FEET;
 THENCE SOUTH 19°38'29" WEST, A DISTANCE OF 40.21 FEET;
 THENCE SOUTH 22°12'56" WEST, A DISTANCE OF 31.82 FEET;
 THENCE SOUTH 24°40'23" WEST, A DISTANCE OF 22.37 FEET;
 THENCE SOUTH 31°19'39" WEST, A DISTANCE OF 18.11 FEET;
 THENCE SOUTH 59°36'42" WEST, A DISTANCE OF 7.17 FEET TO THE NORTH LINE OF MCNUTT STREET; THENCE NORTH 87°56'29" WEST, A DISTANCE OF 41.10 FEET TO THE WEST LINE OF A PLATTED STREET NOT CONSTRUCTED; THENCE NORTH 02°18'05" WEST ALONG THE WEST LINE OF A PLATTED STREET NOT CONSTRUCTED, A DISTANCE OF 230.87 FEET TO THE POINT OF BEGINNING. CONTAINING 0.494, MORE OR LESS.

HSU PARCEL 2 DESCRIPTION:
 A PARCEL OF LAND BEING A PART OF LOTS 23, 24, 25, 26 AND 36 AND A PART OF PLATTED STREETS NOT CONSTRUCTED ALL IN HARDY AND BARKMAN ADDITION TO THE CITY OF ARKADELPHIA, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 24 OF SAID HARDY AND BARKMAN ADDITION AND THE POINT OF BEGINNING, THENCE SOUTH 87°55'25" EAST ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 46.40 FEET; THENCE NORTH 02°18'07" EAST, A DISTANCE OF 64.70 FEET; THENCE NORTH 36°43'35" EAST, A DISTANCE OF 200.94 FEET TO THE SOUTH LINE OF LOT 25 THIS POINT BEING LOCATED 60 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 25; THENCE NORTH 02°18'08" EAST, A DISTANCE OF 190.00 FEET TO THE NORTH LINE OF SAID LOT 25; THENCE NORTH 02°18'08" EAST, A DISTANCE OF 72.69 FEET TO THE SOUTHEASTERN EDGE OF PAVEMENT OF 8TH STREET; THENCE THE FOLLOWING COURSES ALONG THE SOUTHEASTERN EDGE OF PAVEMENT OF 8TH STREET:
 THENCE SOUTH 33°50'12" WEST, A DISTANCE OF 74.85 FEET;
 THENCE SOUTH 35°02'30" WEST, A DISTANCE OF 128.33 FEET;
 THENCE SOUTH 60°43'53" WEST, A DISTANCE OF 93.18 FEET;
 THENCE SOUTH 51°51'07" WEST, A DISTANCE OF 42.76 FEET;
 THENCE SOUTH 35°33'31" WEST, A DISTANCE OF 63.96 FEET;
 THENCE SOUTH 23°45'57" WEST, A DISTANCE OF 54.14 FEET;
 THENCE SOUTH 21°45'53" WEST, A DISTANCE OF 97.54 FEET;
 THENCE SOUTH 27°39'07" WEST, A DISTANCE OF 36.17 FEET;
 THENCE SOUTH 18°49'40" WEST, A DISTANCE OF 48.15 FEET TO THE SOUTH LINE OF SAID LOT 23; THENCE SOUTH 87°31'32" EAST ALONG THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 209.79 FEET TO THE POINT OF BEGINNING. CONTAINING 2.170 ACRES, MORE OR LESS.



I MICHAEL S. MILEY DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY A SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND ANY VISIBLE ENCROACHMENTS ARE AS SHOWN ON PLAT AND ANY VISIBLE EASEMENTS OR RIGHTS OF WAY ARE AS SHOWN ON PLAT AND NOT TO EXISTENCE. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENT AND NOT TO BE REPRODUCED OR DOES NOT TRANSFER TO OTHER PARTIES.

PROPERTY SURVEY FOR HENDERSON STATE UNIVERSITY
 HARDY & BARKMAN ADDITION
 ARKADELPHIA, ARKANSAS

DATE: 1/12/2021 SCALE: 1 in. = 80 ft.

OUACHITA-SALINE SURVEYING INC.
 309 CRITTENDEN STREET
 ARKADELPHIA, ARKANSAS 71923
 PH: 870-246-2054 OR 501-623-6548

**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Conferring Upon
Dr. Sandra Massey
the Designation of Chancellor Emeritus

WHEREAS, the Board of Trustees recognizes the importance of the contributions made by individuals who have loyally served the Arkansas State University System over the years; and

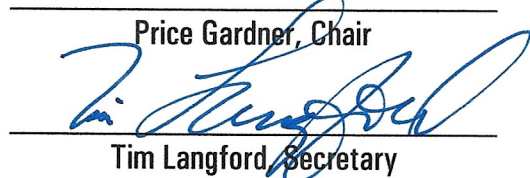
WHEREAS, Dr. Sandra Massey responsibly fulfilled her duties as Chancellor of Arkansas State University-Newport from September 17, 2013, until December 31, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Arkansas State University System, that Dr. Sandra Massey is designated Chancellor Emeritus of Arkansas State University-Newport, in recognition of her countless contributions, and in deep gratitude for her legacy of wise and generous counsel and her untiring efforts on behalf of the University, its students, faculty, staff, and friends.

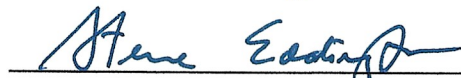
DULY ADOPTED AND APPROVED this 21st day of July 2021



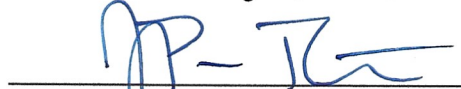
Price Gardner, Chair



Tim Langford, Secretary



Steve Eddington, Member



Paul Rowton, Member



Christy Clark, Vice Chair



Niel Crowson, Member



Robert G. Rudolph, Jr., Member



Charles L. Welch, President

EXECUTIVE SUMMARY

Contact: Jennifer Methvin (501) 882-8956

ACTION ITEM: Arkansas State University-Beebe (ASUB) requests approval to enter into an agreement with the Arkansas Game and Fish Commission (AGFC), in order to allow the AGFC to manage property owned by ASUB.

ISSUE: The Board of Trustees approves all agreements relating to the long-term use of campus property.

BACKGROUND:

- ASUB owns a 160-acre tract of land, as depicted on the attached Exhibit B on the Cooperative Agreement. The property is used for education, research, and public service.
- The ASUB property borders the northwest portion of the Cypress Bayou Wildlife Management Area, which is managed and controlled by the AGFC.
- Both the AGFC and ASUB desire the AGFC to manage the ASUB property, in order to provide assistance and recommendations for land management, including timber harvesting, signage, and overall control and maintenance of the property. In addition, the agreement will allow the AGFC to assist in the management and protection of birds, fish, game, and other wildlife resources located on the ASUB property.
- The proposed Cooperative Agreement between the AGFC and ASUB will last ten years, commencing on July 26, 2021. The AGFC shall bear the costs of its management activities.
- The proposed Cooperative Agreement and the Cooperative Management Plan are attached to this Resolution.
- The AGFC is authorized to enter into this Agreement, pursuant to the AGFC Minute Order No: 021-48, which was approved by the AGFC on June 17, 2021.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Beebe is approved to enter into the above-referenced agreement with the Arkansas Game and Fish Commission, in order to allow the AGFC to manage property owned by ASUB.



Tim Langford, Secretary



Price Gardner, Chair

**COOPERATIVE AGREEMENT
FOR
WILDLIFE CONSERVATION AND MANAGEMENT OF 160±-ACRE TRACT
AT
CYPRESS BAYOU WILDLIFE MANAGEMENT AREA, WHITE COUNTY**

THIS AGREEMENT is made and entered into between the **Arkansas State Game and Fish Commission**, a constitutional agency of the State of Arkansas, acting by and through its Director under authority of Amendment 35 to the Constitution of Arkansas, (hereinafter called the “Commission” or “AGFC”), and the **Arkansas State University System** in coordination with Arkansas State University-Beebe (hereinafter called the “University” or “ASU-B”).

WITNESSETH:

WHEREAS, the Commission was established pursuant to Amendment 35 of the Arkansas Constitution for the purpose of providing control, management, restoration, conservation and regulation of the birds, fish, game, and wildlife resources of the State; and

WHEREAS, the University is the owner of the lands described in Exhibit “A” and depicted on maps in Exhibit “B”, attached hereto and incorporated herein by reference (hereafter called the “Property”), which lands, approximating 160 plus-or-minus acres, are utilized for its educational, research, and public services missions; and

WHEREAS, the Commission is the owner of certain lands located adjacent to the University’s Property that are presently managed by the Commission as the Cypress Bayou Wildlife Management Area (hereafter called the “WMA”); and

WHEREAS, the University and the Commission desire by this Agreement to set forth their understandings concerning the cooperative conservation, management, and use of the Property for their respective missions and public purposes and, more specifically, to involve the Commission’s personnel in the control, management, restoration,

conservation, and regulation of birds, fish, game, and wildlife resources on the Property, and for the purpose of providing the people of the State of Arkansas with outdoor recreational opportunities including, but not limited to, hunting, fishing, trapping, hiking, and wildlife viewing.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings recited herein, as well as other good and valuable consideration, this Agreement is entered into subject to and on the following terms and conditions:

1. TERM

This Agreement shall commence on July 26, 2021 and extend for an essential term of ten (10) years, ending at 11:59 P.M. (Central Time) on June 30, 2031, but shall be revocable by either party as specified herein. The Agreement shall be automatically renewed for a period of one (1) year, commencing July 1, 2031 and terminating at 11:59 P.M. (Central Time) on June 30, 2032, unless either party terminates the Agreement by giving ninety (90) days written notice prior to the June 30, 2032 termination date. The Agreement shall be automatically renewed thereafter for additional periods of one (1) year (commencing on July 1 and terminating on June 30) unless either party terminates the Agreement by giving ninety (90) days written notice prior to the June 30 termination date.

2. CONSIDERATION

Consideration for this Agreement includes the operation and management of the Property as denoted in a Management Plan that the University and the Commission shall, in good faith, develop for the benefit of the University and the general public in accordance with the provisions set forth in Paragraph 6 hereinafter, entitled “Management Plan.”

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided herein, any reference to the University shall include its duly authorized representatives and any reference to the Commission shall include its duly authorized representatives.

4. TITLE

The use and occupation of the Property shall be subject to the general supervision and approval of the University, who shall be represented by the Chancellor of ASU-B, hereinafter referred to as said representative, and to such rules and regulations as may be prescribed from time to time by said representative.

5. STRUCTURES AND EQUIPMENT

The Commission shall have the right, during the term of this Agreement, to erect such structures and to provide such equipment upon the Property to accomplish the purposes of the Agreement and as provided for in the Management Plan. Those structures and equipment shall be and remain the property of the Commission, except as otherwise provided in Paragraph 12, hereinafter, entitled “RESTORATION.”

6. MANAGEMENT PLAN

a. The Commission shall administer the Property as a portion of the Cypress Bayou WMA in accordance with a Management Plan, which shall set forth the long-term and short-term management and development activities to be undertaken by the Commission, including but not limited to plans for management, maintenance, and development activities to be undertaken by the Commission, or jointly by the University and the Commission. The Management Plan shall include plans for any proposed structures and improvements, plus areas of the Property to be utilized for wildlife management, which may include wetlands, moist soil units, food plots, and/or open water, as well as plans for access control, food plots, boundary demarcation and maintenance, signs, wildlife surveys, and other management activities. The Commission shall bear the costs of its management activities.

b. In administering the Property in accordance with such Management Plan, the Commission agrees it shall:

- i. Post, erect, and maintain signs and access control gates, as mutually agreed by the University and the Commission, designating the Property as a portion of the Cypress Bayou WMA, and to publish and distribute maps of the Property as part of the WMA. The Commission may designate and post certain areas of the Property as not-for-hunting, closed to the public, or otherwise restricted;
- ii. Upon the University's request and approval, use locks on all designated gates on the Property;
- iii. Assign one or more Commission employees to oversee the Property, whose responsibilities shall be to: enforce game and fish laws and regulations and manage wildlife species on the Property; perform game population surveys, biological data collection station duties, and/or other operations pertinent to the administration, development, and maintenance of the Property and the WMA; and to expend reasonable efforts to prevent unauthorized burning, timber cutting, grazing, illegal dumping, road damage, and general trespass on the Property and report in writing to the University such violations brought to their attention;
- iv. Develop portions of the Property for providing food or cover for wildlife, provided that the University shall first be notified of the planned location of each food or cover plot before development is begun and that each plot shall be located at a place and of a size mutually acceptable to both parties; and

- v. Formulate and coordinate all game seasons, regulations, and management programs for the Property with the University's comments from time to time, subject to Commission final approval.
- c. Throughout the duration of this Agreement, the University agrees:
- i. There are no existing hunting license or lease agreements affecting the Property, and the University will execute no hunting license or lease agreements for the Property during the term of this Agreement;
 - ii. To permit harvest of surplus game populations on the Property within designated areas, as determined by the Commission, for the benefit of the public;
 - iii. To designate the Property as open to such members of the public as may be authorized by mutual agreement of the University and the Commission for controlled public hunting and/or other recreational use;
 - iv. To develop, with the assistance of the Commission, the Property for game and non-game species through scientific wildlife habitat management techniques consistent with both the primary uses hereunder and the objectives of the University; and
 - v. That the Commission shall have the right of ingress and egress upon the Property at any and all times for the conservation, management, and propagation of wildlife as provided herein.
- d. The respective representatives of the University and the Commission shall meet in official conference at least once each fiscal year to discuss and promote mutual relations and understandings and, if necessary, amend the Management Plan. Any amendments to the Management Plan shall be mutually agreed upon between the University and the Commission, and shall be exchanged not later than the 1st of July of each year.

7. FISH AND WILDLIFE ACTIVITIES

a. The Commission may plant or harvest crops either directly, or by service contracts, sharecrop agreements with local farmers, or agricultural agreements, in order to provide food and habitat for wildlife and for development and conservation of the land, fish, wildlife, and other natural resources. Where feasible or otherwise required by applicable law, any contracts and agreements with third parties shall be by competitive bid procedures.

b. The Commission may take, trap, remove, stock, or otherwise control all forms of fish and wildlife on the Property and may place therein such additional forms of fish and wildlife as it may desire from time to time, and shall have the right to close the Property or any areas therein from time to time, to fishing, hunting, or trapping, provided that the closing of any area to such use shall be consistent with the state laws for the protection of fish and wildlife.

8. APPLICABLE LAWS AND REGULATIONS

The Commission shall conduct its activities and operations on the Property in compliance with all applicable federal, state, county, and municipal laws, regulations, and ordinances wherein the Property is located. The Commission shall obtain any permit or license which may be required by federal, state, or local law in connection with the use of the Property.

9. CONDITIONAL USE

The exercise of the privileges herein granted shall be:

- a. Without cost or expense to the University;
- b. Subject to the right of the University to improve, use or maintain the Property; and
- c. Personal to the Commission and this Agreement, or any interest therein, may not be transferred or assigned.

This Agreement shall not affect or limit the University's ability to continue using the Property for its educational, research, and public service missions.

10. CONDITION OF PROPERTY

The Commission acknowledges that it has inspected the Property, knows its condition, and understands that this Agreement is entered into without any representations or warranties whatsoever and without any additional obligations on the part of the University, except as set forth herein.

11. PROTECTION OF PROPERTY

The Property shall be reasonably maintained in good order and condition at all times by and at the expense of the Commission. The Commission shall be responsible for damage that may be caused to the Property by activities of the Commission and its employees under this Agreement, and shall exercise due diligence in the protection of the Property against fire or damage from other man-made causes. Any property of the University damaged or destroyed by the Commission incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Commission to a condition satisfactory to said representative, or at the election of said representative.

12. RESTORATION

On or before the expiration of this Agreement or within ninety (90) days after its termination by either party Commission, or such longer time as the University representative may reasonably designate, the Commission shall vacate the Property, remove the property of the Commission, including any structures, equipment, or other materials supplied by it, and restore the Property to a condition satisfactory to the University's representative. In the event the Commission shall fail or neglect to remove its property, then, at the option of said representative, the property shall be deemed to be abandoned and either become the property of the University without compensation therefore, or said representative may cause the property to be removed and no claim for

damages against the University or its officers or agents shall be created by or made on account of such removal and restoration work.

13. NON-DISCRIMINATION

a. The Commission shall not discriminate against any person or exclude them from participation in the Commission's operations, programs or activities conducted on the Property because of race, color, religion, sex, age, disability, or national origin.

b. The Commission, by acceptance of this Agreement, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended.

14. NATURAL RESOURCES

The Commission shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Property, except as may be authorized under and pursuant to the approved Management Plan.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this Agreement shall protect the Property against pollution of its air, ground and water. The Commission shall comply with the laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the U.S. Environmental Protection Agency, or any federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Property is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the U.S. Environmental Protection Agency, or any federal, state, interstate or local government agency are hereby made a condition of this Agreement. The Commission shall not discharge waste or effluent from the Property in such a manner

that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Commission will use all reasonable means available to protect the environment and natural resources.

16. HISTORIC PRESERVATION

The Commission shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Property, the Commission shall immediately notify said representative and protect the site and the material from further disturbance until said representative gives clearance to proceed.

17. LIABILITY

a. It is the intent of the parties that the provisions of Arkansas Recreational Use Statute, Arkansas Code Annotated §§ 18-11-301 through 18-11-307, shall be applicable to the fullest extent of the law so that the University and the Commission shall not be liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, or whether such person or persons shall be on the Property with the permission or at the sufferance of the Commission under the terms of this Agreement.

b. With respect to this Agreement, each party agrees to accept sole liability and responsibility for any injuries or damage caused or sustained by its employees, agents, or any other person or entity authorized to and acting on behalf of that party under this Agreement; provided that the party shall retain the right to hold its employees, agents, or other person or entity authorized to and acting on its behalf liable or responsible for the act or omission that results in the injuries or damage. Each party also agrees to assume

sole responsibility for the negligence or fault of its employees, agents, or other person or entity authorized to and acting on its behalf.

c. Nothing in this Agreement shall be deemed or construed as an admission of liability or as a waiver of the sovereign immunity of the Arkansas State Game and Fish Commission, the State of Arkansas, or any entities thereof. Any claims asserted against the Commission shall be submitted to the Arkansas State Claims Commission, Pulaski County, Arkansas for adjudication. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party.

d. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

18. DISCLAIMER

This Agreement is effective only insofar as the rights of the University in the Property are concerned and is subject, however, to any and all existing restrictive covenants, reservations, rights-of-way, easements, liens and other encumbrances of record.

19. TERMINATION

This Agreement may be terminated by either party at any time by giving the said representative at least ninety (90) days notice in writing.

20. NOTICES

All correspondence and notices to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid to the following addresses for the respective parties, or to such other addresses as may, from time to time, be furnished by either party:

To the University: Arkansas State University – Beebe
Attn: Chancellor
1000 Iowa Street
Beebe, AR 72012
Fax: (501) 882-4421

With a copy to: Arkansas State University System
Attn: General Counsel
501 Woodlane Street, Suite 600
Little Rock, Arkansas 72201
Fax: (501) 660-1010

To the Commission: Arkansas Game and Fish Commission
Attention: Director
2 Natural Resources Drive
Little Rock, AR 72205
Fax: (501) 223-6448

With a copy to: Arkansas Game and Fish Commission
Attention: General Counsel
#2 Natural Resources Drive
Little Rock, AR 72205
FAX: 501-223-6463

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal, in duplicate, the day and year first above mentioned.

ATTEST:

ARKANSAS STATE GAME AND FISH COMMISSION

By: _____

Austin Booth
Director

Date: _____

ATTEST:

ARKANSAS STATE UNIVERSITY SYSTEM

By: _____

Dr. Charles L. Welch
President, Arkansas State University

Date: _____

ARKANSAS STATE UNIVERSITY-BEEBE

By: _____

Dr. Jennifer Methvin
Chancellor, Arkansas State University – Beebe

Date: _____

ACKNOWLEDGMENT

State of Arkansas

County of _____

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Dr. Charles L. Welch**, being the person authorized by said Arkansas State University System to execute such instrument, stating his capacity as University System President, to me personally well known (or satisfactorily proven to be such person), who stated that he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Arkansas State University System and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

(Notary Public)

(SEAL)

ACKNOWLEDGMENT

State of Arkansas

County of _____

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Dr. Jennifer Methvin**, being the person authorized by said Arkansas State University - Beebe to execute such instrument, stating her capacity as University Chancellor, to me personally well known (or satisfactorily proven to be such person), who stated that she was duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said Arkansas State University – Beebe and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

(Notary Public)

(SEAL)

ACKNOWLEDGMENT

State of Arkansas

County of Pulaski

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Austin Booth**, being the person authorized by said Arkansas State Game and Fish Commission to execute such instrument, stating his respective capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the Director of the Arkansas State Game and Fish Commission, a constitutional agency of the State of Arkansas, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said Arkansas State Game and Fish Commission, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

(Notary Public)

(SEAL)

EXHIBIT “A”

PROPERTY DESCRIPTION ARKANSAS STATE UNIVERSITY’S 160± ACRES WHITE COUNTY, ARKANSAS

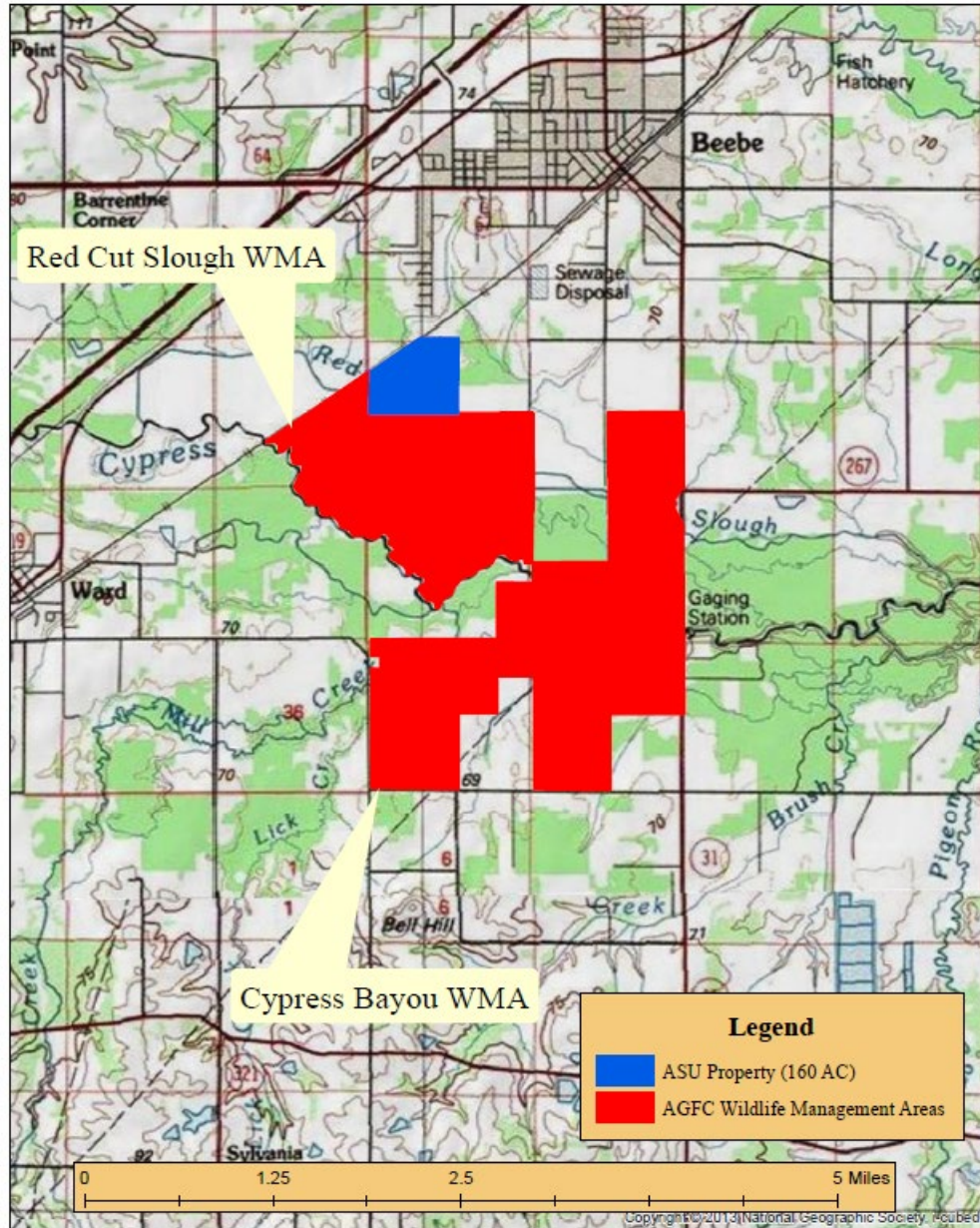
That part of the northwest quarter of Section 19, lying south of the St. Louis, Iron Mountain & Southern Railroad, and that part of the southeast quarter of the southwest quarter of Section 18, lying south of the St. Louis, Iron Mountain & Southern Railroad, all in Township 5 North, Range 8 West of the Fifth Principal Meridian and more particularly described as follows: Beginning at a point on the quarter section line of Section 18, Township 5 North, Range 8 West of the Fifth Principal Meridian, 100 feet south of the center of the tract of the St. Louis, Iron Mountain & Southern Railroad, running thence south 3,268 feet to the center of Section 19, thence west 3,070 feet to the Range line between Sections 19 and 24; thence north on Range line 1,145 feet to a point on the Range line 100 feet south, at right angles from the center of the tract of the St. Louis, Iron Mountain & Southern Railroad, thence northeast 100 feet from, and parallel to, the center of the tract, to the place of beginning, containing 157 acres, more or less.

EXHIBIT "B"

MAPS OF ARKANSAS STATE UNIVERSITY'S 160 ACRES WHITE COUNTY, ARKANSAS



Arkansas State University Property WMA Vicinity Map



⚠Please Note: This map is for reference purposes only. It is not intended for use as a legal survey or document. No guarantee of accuracy is granted, nor is any responsibility





Arkansas State University – Beebe and Arkansas Game and Fish Commission

Cypress Bayou WMA Cooperative Management Plan (160 Acres)

Enforcement: Law enforcement activities on Cypress Bayou WMA are in conjunction with the Arkansas Game & Fish Commission (AGFC) and the White and Lonoke County Sheriff's Department. AGFC law enforcement ensures compliance with agency hunting and fishing regulations and aid in serving as a deterrent to unlawful activities on the WMA such as vandalism to the property and trash dumping.

Habitat management: Management practices would be focused on maintaining and enhancing suitable habitat conditions for a variety of game and non-game species for the overall enjoyment of the public. The objective will be to manage this hardwood tract for structural diversity with suite of understory plants beneficial to wildlife and provide advanced oak regeneration in order to create the next healthy forest for future generations.

- a. **Forest Management Plan** –AGFC will conduct the following steps while developing a Forest Management Prescription for the 160 acre tract.
 - Timber Inventory - This is accomplished by a thorough inventory of at least a 10% measurement of plant communities growing there.
 - Stand Map - during the inventory process we create a detailed stand delineation map to identify where everything is growing, and to locate any special areas and /or endangered or invasive species located on the area.
 - Data Analysis – once all data is gathered, it is analyzed using forest inventory software. This analysis determines volumes and basal area of each individual species that is growing on the property. This will give us the tool needed in order to see what will be recommended to remove and sale in a treatment action. Treatment actions usually consist of forest thinning operation, timber stand improvement (injection), mulching, prescribed burning or a combination of treatments to get the desired results.
 - Forest Management Plan - once the data is analyzed, a detailed plan will be formalized describing treatments of all stands that are in need of some type of disturbance.
 - Prescription Development and Contracting – a forestry prescription will be written by AGFC Habitat Biologist with data collected and the prescription will be sent to the Chancellor of ASU-Beebe for approval. Once this prescription is approved, ASU or AGFC can move forward with contracting out the treatment actions with all net proceeds going to ASU.



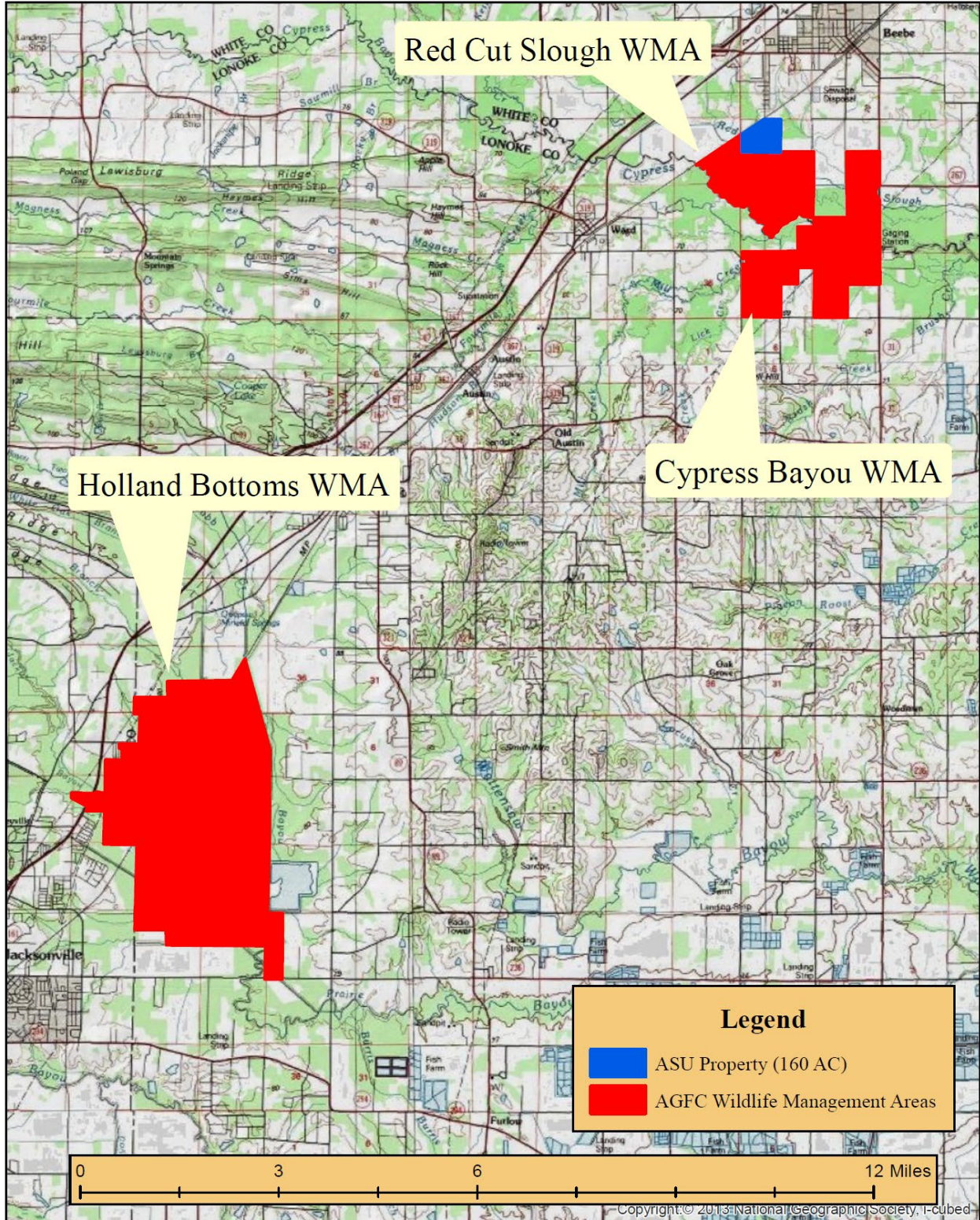
Infrastructure Maintenance: Annual maintenance activities will include yearly boundary inspection and marking, information sign inspection and replacement and any necessary access maintenance. Drainage systems on the property would be maintained to ensure natural flow of water. This property would be covered under the current Cypress Bayou WMA beaver trapping and drainage maintenance contract.

Wildlife Management: Hunting opportunities and bag limits for this property will be managed to coincide with the current regulations and season structures that are approved by the Commission for Cypress Bayou WMA.

- Small game and furbearer – same as statewide season.
- Deer - Archery and youth deer hunting will be the same as statewide season. Muzzleloader and modern gun hunting will be permitted (20 permits) and limited to 5 day hunts each.
- Waterfowl - On Tuesdays and Thursdays, non-restricted permits are available at the parking area. Hunters are not restricted to designated locations on these days. On Saturdays and Sundays, a limited number of permits will be available by online drawing. Permits will be for designated locations.

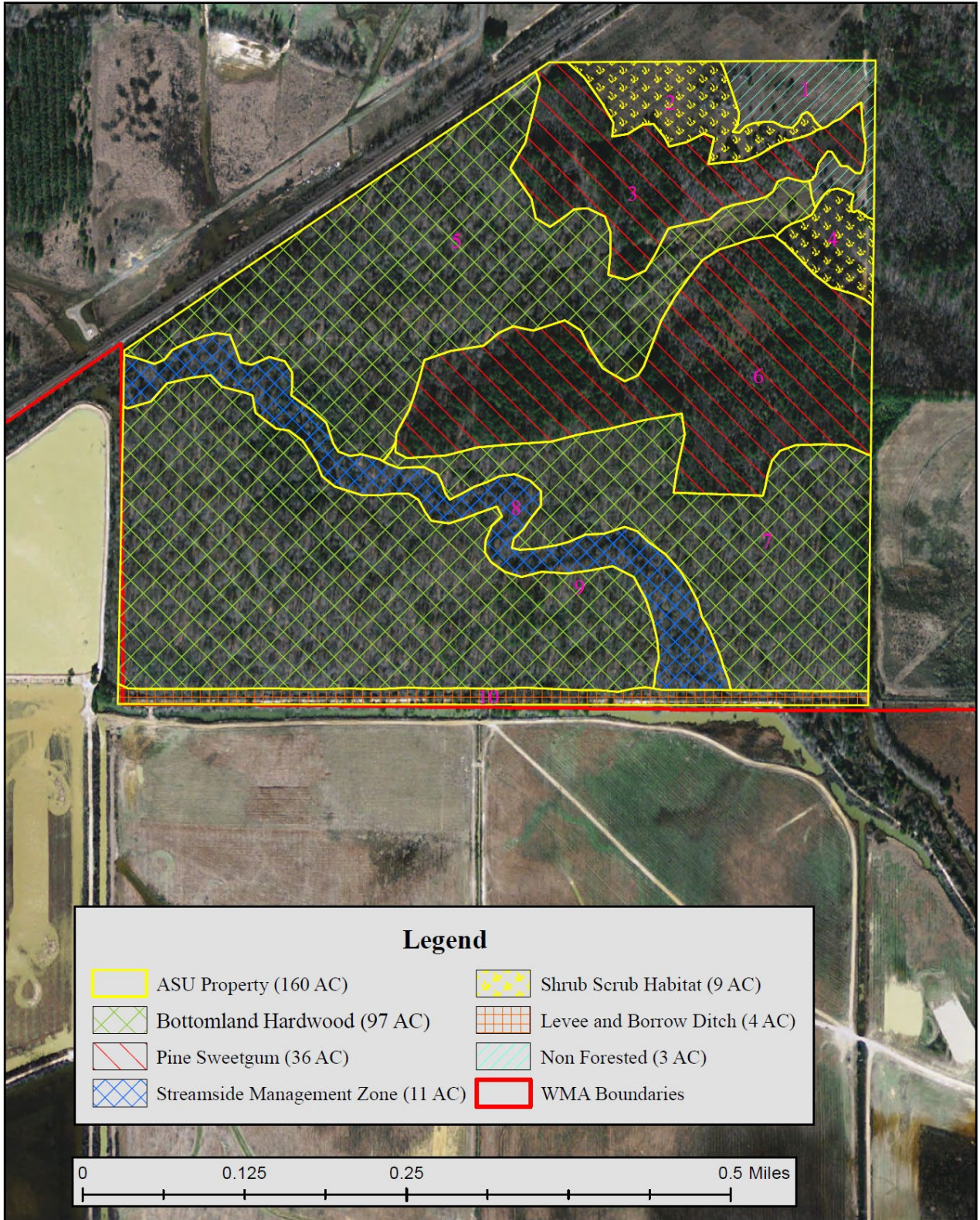


Arkansas State University Property WMA Vicinity Map





Arkansas State University Property Red Cut Slough (160 AC)



**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Recognizing the Significant Contributions of
Dr. Sandra Massey
to Arkansas State University-Newport

WHEREAS, the Board of Trustees has retained unto itself the authority to name facilities of campuses within the Arkansas State University System in honor of individuals who have significantly distinguished themselves through service to and support of the System; and

WHEREAS, Dr. Sandra Massey served with distinction as Chancellor of ASU-Newport from September 17, 2013, until her retirement on December 31, 2020; and

WHEREAS, Dr. Massey's innovative leadership provided the impetus for an institution-wide reorganization for the purpose of consistencies of processes and protocols across ASU-Newport campuses; her vision was the motivating force behind a rebranding initiative which resulted in the emergence of the Aviators as the official mascot logo for the institution, paying homage to the unique history of the Newport area; her responsible, caring leadership ensured the safe and effective continuity of services for faculty, staff, and students during a global health crisis; and her understanding of and commitment to the concept of performance funding led to ASU-Newport being named one of the top performing institutions in Arkansas on an annual basis;

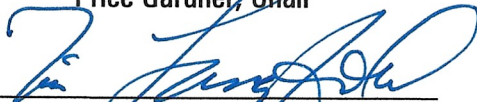
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Arkansas State University System, that the "Hangar" complex, located in the Student/Community Center on the ASU-Newport campus, shall be known henceforth as the:

Sandra C. Massey Center for Student Success

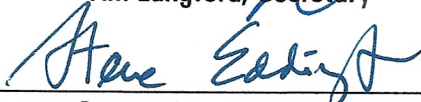
DULY ADOPTED AND APPROVED this 21st day of July 2021



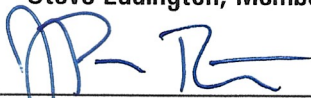
Price Gardner, Chair



Tim Langford, Secretary



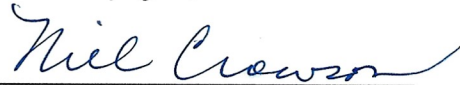
Steve Eddington, Member



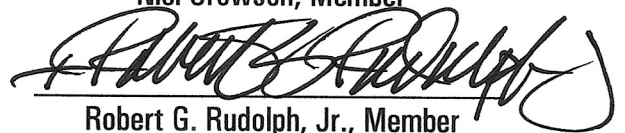
Paul Rowton, Member



Christy Clark, Vice Chair



Niel Crowson, Member



Robert G. Rudolph, Jr., Member



Charles L. Welch, President

Arkansas State University System
Board of Trustees
July 21, 2021

The Arkansas State University System Board of Trustees met on Wednesday, July 21, 2021. Price Gardner, Chair of the Board of Trustees, called the meeting to order at 11:03 a.m. Price Gardner and Robert Rudolph were present at the ASU-Newport campus; Tim Langford, Niel Crowson, and Steve Eddington participated by telephone; and Christy Clark and Paul Rowton were unable to attend.

ASU System Resolutions:

- Resolution 21-32 approving the ASU System to sell Henderson State University property, located at the intersection of Millcreek Drive and North 15th Street in Arkadelphia

Dr. Welch: This is property that is on the very edge of the campus and is in a flood area. I'll call on Dr. Borsig for additional information.

Dr. Jim Borsig: This is on the sale of the property that is adjacent to Millcreek, along Feaster Trail. An Arkadelphia leadership team project was developed a couple of years ago to locate a dog park there, and the property that has been identified is in both the floodway and the flood plain, and it's actually in a residential neighborhood across 15th Street from the campus. All the University has been doing has been cutting the grass. It's adjacent to Feaster Trail, which was part of the design of the dog park. The project has raised over half of the funds, and this request grew out of conversations with the City of Arkadelphia.

- Resolution 21-33 approving the ASU System to sell two parcels of Henderson State University property, located in Arkadelphia, Arkansas

Dr. Welch: This is property that the Henderson State Board had previously approved the sale of before they became a member of the System. But, because of some things that cropped up before the sale became final, this Board's approval is required to finalize the sale. This property is being sold to Ouachita Baptist University for \$50,000. I believe that the appraised value was \$3,800. It's not property that we have a use for. It's primarily ravine property, not suitable for building on.

- Resolution 21-34 conferring upon Dr. Sandra Massey the designation of Chancellor Emeritus

Upon a motion by Bishop Rudolph, seconded by Dr. Langford, ASU System Resolutions 21-32 through 21-34 were approved.

Ayes: Gardner, Langford, Crowson, Eddington, Rudolph

Nays: None

ASU-Beebe Resolution:

- Resolution 21-35 approving ASU-Beebe to enter into an agreement with the Arkansas Game and Fish Commission to allow the Arkansas Game and Fish Commission to manage property owned by ASU-Beebe

Dr. Welch: The ASU-Beebe property is a 160-acre tract of land that is used for education, research, and public service. It borders the northwest portion of the Cypress Bayou Wildlife Management Area, which is already managed and controlled by Game and Fish. Game and Fish would manage this land, in order to provide assistance and recommendations for land management, including timber harvesting, signage, and overall control and maintenance of the property. In addition, the agreement would allow Game and Fish to assist in the management and protection of birds, fish, game, and other wildlife resources located on the Beebe property. It would be a 10-year agreement with Game and Fish bearing the costs of its management activities. This has been fully vetted by our General Counsel's office. I can tell you that there is language for protections for any kind of risk management in the event of any types of hunting accidents or anything of that nature. It really is a very beneficial situation for the ASU-Beebe campus and a great partnership with another state agency.

Upon a motion by Mr. Crowson, seconded by Mr. Eddington, ASU-Beebe Resolution 21-35 was approved.

Ayes: Gardner, Langford, Crowson, Eddington, Rudolph

Nays: None

ASU-Newport Resolution:

- Resolution 21-36 approving ASU-Newport to name the "Hangar" complex, located in the Student/Community Center, the Sandra C. Massey Center for Student Success

Dr. Welch: This particular facility, which is a one-stop center for students, was Dr. Massey's vision, and I think really sums up her passion for students and ensuring that they have a clear pathway to graduation and to student success. So, we wanted to propose to this Board a way to recognize her contributions to the institution through the years, both as the Vice Chancellor for Academics and as Chancellor.

Mr. Gardner: I think this is a wonderful thing to do for Dr. Massey for all that she has done for ASU-Newport and our System over the years.

Dr. Langford: It is awesome for Sandra to get this recognition. The things I will remember about Sandra are her passion for student success and her heart for the school, and for the students, faculty and the entire community.

Upon a motion by Dr. Langford, seconded by Bishop Rudolph, ASU-Newport Resolution 21-36 was approved.

Ayes: Gardner, Langford, Crowson, Eddington, Rudolph

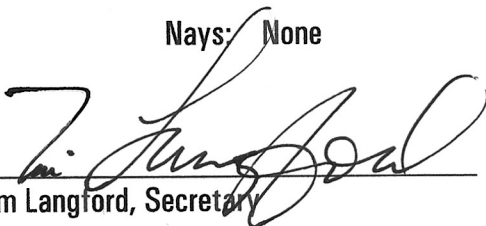
Nays: None

Adjournment


Upon a motion by Bishop Rudolph, seconded by Mr. Eddington, the meeting was adjourned at 11:21 a.m.

Ayes: Gardner, Langford, Crowson, Eddington, Rudolph

Nays: None



Tim Langford, Secretary



Price Gardner, Chair