

conveying fee simple

4. Sellers shall deliver at closing (a) a warranty deed in standard form

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gments on the Property for the current year, will be prorated at

5. Any and all taxes or assess

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Property;

14. Sellers shall be responsible for all risk of loss to the Property and improvements thereon ~~from the date of closing~~.

~~15. Sellers shall be responsible for all risk of loss to the Property and improvements thereon from the date of closing.~~

15. Sellers represent and warrant that they, being the Seller, have no knowledge of any hazardous wastes, pollutants, or other contaminants on the Property.

~~16. Sellers shall be responsible for all risk of loss to the Property and improvements thereon from the date of closing.~~

16. Buyer's obligations under this agreement are expressly conditioned upon the Seller's obligations under this agreement.

~~17. Sellers shall be responsible for all risk of loss to the Property and improvements thereon from the date of closing.~~

~~18. Sellers shall be responsible for all risk of loss to the Property and improvements thereon from the date of closing.~~



Contract Review Procedures Board Policy No. 416

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

The administration is seeking board approval for the university to enter into the following contracts:

University of Central Arkansas Foundation, Inc.
SBA Towers, II, LLC
iModules, Inc.

The following resolution was unanimously adopted upon motion by Bunny Adcock and second by Kay Hinkle:

BE IT RESOLVED: That the Board of Trustees authorizes the administration to

UNIVERSITY OF CENTRAL ARKANSAS
REASON FOR REQUIRING BOARD REVIEW AND ACTION

(Board Policy No. 416)

Contract with a term of more than one year

SUMMARY

1. Parties

2.

UNIVERSITY OF CENTRAL ARKANSAS
REASON FOR REQUIRING BOARD REVIEW AND ACTION

(Board Policy No. 416)

Contract with a term of more than one year

SUMMARY

1. Parties: University of Central Ar
2. Purpose: Amendment and extension of lease of cell tower located near the baseball field. The original lease was signed in 2002.
3. Term: The initial term of the proposed lease is five years, from November 1, 2017, through October 31, 2022. The lease may be automatically renewed for seven additional five-year terms.
4. University funds to be paid: None.
5. Funds received: Rent for the initial term was established at \$8,000.04 per year in the current lease. The university will receive a \$10,000 signing bonus for the amendment, and the rent increases 15% every five years.
6. Public bid/purchasing approval: No bid or purchasing requirements inv 7O IP ~~AMC~~fq06q0.00000912

UNIVERSITY OF CENTRAL ARKANSAS
REASON FOR REQUIRING BOARD REVIEW AND ACTION

(Board Policy No. 416)

Contract with a term of more than one year

SUMMARY

1. Parties: University of Central Arkansas and iModules, Inc.
2. Purpose: Extension of service agreement for licensing, maintenance, and hosting of constituent engagement management software utilized by Division of Institutional Advancement. Original three-year contract was entered into in 2013.
3. Term: July 1, 2016 through June 30, 2019.
4. University funds to be paid: \$61,616 (year one, \$19,385; year two, \$20,517; and year three, \$21,714).
5. Funds received: None.
6. Public bid/purchasing approval: No bid or purchasing requirements involved.
7. Special provisions/terms/conditions: None.
8. Approval/notification to UCA Foundation: N/A.

Form prepared by: Warren Readnour, General Counsel

Date: March 14, 2016

