

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Monday, August 3<sup>rd</sup>, 2020**  
**City Council Chamber**  
**City Administration Building**  
**Meetings begin at 5:30 P.M.**

**Finance Committee by Chairman Jeff Watson**

1. **A Resolution** authorizing the execution of a Solar Power Service Agreement with Today's Power, Inc. Resolution presented by Colby Fulfer, Assistant to the Mayor. **Pg. 2**
2. **A Resolution** authorizing the Mayor and City Clerk to enter into a charitable donation agreement, and authorizing the purchase of property located at 307 N. Main Street, Springdale, Arkansas. Resolution presented by Allyn Lord, Shiloh Museum Director. **Pgs. 3 - 6**
3. **COVID 19 Update.**

**Parks and Recreation Committee by Chairman Mike Lawson**

4. **A Discussion** regarding Rabbit Foot Lodge.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A SOLAR POWER SERVICE AGREEMENT WITH  
TODAY'S POWER, INC.**

**WHEREAS**, Act 464 of the Arkansas 92<sup>nd</sup> General Assembly made provision for non-tax entities to take full advantage of federal incentives and lower the cost of solar power, and

**WHEREAS**, prior to recent legislative changes, solar energy required a substantial initial investment from the City, and

**WHEREAS**, Today's Power, working as the selected solar provider by Ozarks Natural Energy, has submitted a contract to provide solar energy at the rate of \$00.055 per kilowatt hour for 20 years, and

**WHEREAS**, Fire Stations 4, 5 and 6 as well as the Street Department facilities and the Springdale Recreation Center will see significant savings in energy costs, and

**WHEREAS**, the City of Springdale will see an estimated average energy savings of \$22,152 annually.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a 20 year solar power service agreement with Today's Power, Inc.

**PASSED AND APPROVED** this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHARITABLE DONATION AGREEMENT, AND AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 307 N. MAIN STREET, SPRINGDALE, ARKANSAS.**

**WHEREAS**, the acquisition of property located at 307 N. Main Street (Washington County Parcel #815-29993-000) "the Property", is needed by the City of Springdale for future use by the Shiloh Museum;

**WHEREAS**, the owner of the Property has agreed to sell the Properties to the City of Springdale for the sum of \$171,000.00, which is the appraised value of the Properties;

**WHEREAS**, the Tyson Family Foundation, Inc., wishes to make a charitable contribution to the City of Springdale for the express purpose of the City purchasing the Property; and

**WHEREAS**, the City of Springdale and the Tyson Family Foundation, Inc., wish to enter into a Charitable Donation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, to effectuate the charitable contribution to the City for the purpose of the City purchasing the Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS** that the Mayor and City Clerk are hereby authorized to execute the attached Charitable Donation Agreement, and are authorized to utilize funds derived therefrom to purchase the Property in an amount not to exceed \$171,000.00, plus associated closing costs, and are authorized to execute all documents necessary to complete this transaction.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



## **CHARITABLE DONATION AGREEMENT**

This Charitable Donation Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Tyson Family Foundation, Inc. (the "Donor") and the City of Springdale, Arkansas (the "City").

WHEREAS, the Donor desires to make a charitable contribution to the City to be used by the City for the purposes specified in this Agreement; and

WHEREAS, the City desires to accept the charitable contribution and use such charitable contribution for the purposes specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

### **Section 1. Background**

1.1. The City is a public charity as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

1.2. The parties desire the charitable contribution made pursuant to this Agreement to be made in compliance with all of the applicable provisions of the Code, and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

**Section 2. Gift, Contribution, and Donation.** Within five (5) business days of executing this Agreement, the Donor will assign, deliver, and transfer to the City payment of one hundred and seventy-one thousand dollars (\$171,000).

### **Section 3. Covenants - Use of Donations.**

The City agrees that the agreed-upon donation from the Donor shall be used by the City only for the Agreed Purpose. "Agreed Purpose" shall mean the purchase of the property and building located at 307 North Main Street, Springdale, Arkansas, for use by the Shiloh Museum of Ozark History, a City department, in advancement of the museum's vision as stated in its Land Acquisition Policy and Guidelines. The Donor and the City mutually acknowledge that any fees and/or costs associated with the purchase of the aforementioned property, including closing costs, will be paid for by the City of Springdale and that the Donor bears no responsibility for those fees and/or costs.

### **Section 4. Miscellaneous.**

4.1. All prior negotiations and agreements between the parties are superseded by this Agreement, and there are no **representations**, warranties, undertakings, or agreements other than those expressly set forth herein, attached hereto, or delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent thereto.

4.2. Any term, provision, covenant, representation, warranty, or condition of this Agreement or any other document or instrument executed or delivered and attached hereto may be waived, but only by a written instrument signed by the party entitled to the benefits thereof.

The failure, delay, or indulgence of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, or in any other document or instrument executed or delivered and attached hereto, shall in no manner operate as a waiver of or effect such party's right at a later time to enforce the same.

4.3. The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge, and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement. Each party represents and warrants that such party has the full power and authority to execute, deliver, and perform this Agreement.

4.4. No modification or amendment of this Agreement or any other document or instrument executed or delivered and attached hereto shall be valid and binding unless it is in writing and signed by all parties.

4.5. This Agreement shall inure to the benefit of, and be binding upon, the parties and those represented by the parties and their respective successors, heirs, representatives, agents, and assigns. No party may transfer or assign any of such party's rights under this Agreement without the prior written consent of all parties.

4.6. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

4.7. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.

4.8. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Arkansas.

4.9. This Agreement may be executed via facsimile or e-mail and in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

4.10. It is the intent of the parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution made to an organization organized and operated under Section 501(c)(3) of the Code. It is intended that the charitable contributions made by this Agreement be used for charitable, educational, or scientific purposes as permitted to an organization organized and operated under Section 501(c)(3) of the Code.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

**DONOR:**

TYSON FAMILY FOUNDATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SPRINGDALE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_