CITY OF SPRINGDALE
Committee Agendas
Monday, August 15th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. ***A Resolution*** authorizing the City Attorney to settle a condemnation lawsuit wherein Stacy Perry is defendant (Project No. 18BPS1, Tract 36). Presented by Ernest Cate, City Attorney. Pgs. 1-3

Parks and Recreation Committee by Chairman Mike Lawson

2. ***A Resolution*** authorizing the Mayor to accept a grant from the Walton Family Foundation to support the construction of Luther George Park. Presented by Patsy Christie, Director of Planning. Pgs. 4-10

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN STACY PERRY IS DEFENDANT (PROJECT NO. 18BPS1, TRACT 36).

WHEREAS, the City of Springdale has filed a lawsuit against Stacy Perry to condemn property owned by Perry for the Gene George Boulevard Project (Bleaux Ave. to Elm Springs Rd.)(Project No. 18BPS1, Tract 36);

WHEREAS, the City of Springdale's revised estimate of just compensation is $18,151.00 for the taking of the property needed for the Project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of $23,713.00 to acquire the lands needed for the project, said amount being based on the unique nature of the property and various costs associated with the taking;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of $5,562.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Perry condemnation lawsuit for the total sum of $23,713.00, with the additional funds to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this _____ day of ____________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022Misc/RESOPerry

APPRAISAL REPORT

ON

THE STACY ANN PERRY PROPERTY;
LOCATED AT 6398 WELLS CIRCLE,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS 72703

FILE NO. 5985-36

AS OF

AUGUST 24, 2018
(RETROSPECTIVE)

SUMMARY OF SAILENT FACTS AND CONCLUSIONS

Location: 6398 Wells Circle, Springdale, AR
Client: City of Springdale
Fee Owner: Stacy Ann Perry
Mailing Address: 6398 Wells Circle, Springdale, AR 72762

Area Of The Whole:	0.85± AC, or 37,060± SF	Permanent Utility Easement:	1,292± SF
Area Of Remainder:	0.82± AC, or 35,624± SF		
Area Of Acquisition:	0.03± AC, or 1,436± SF	Temporary Construction Easement:	N/A

HIGHEST AND BEST USE:

Whole Property	As Vacant -	Single-Family Residential Development
	As Improved –	Continued Single-Family Residential Use
Remainder Property	As Vacant -	Single-Family Residential Development
	As Improved –	Continued Single-Family Residential Use

ACQUISITION COMPENSATION:

Before				
Land: 37,060± SF @ $3.50/SF (Rounded)	$	129,700		
Improvements: Storage Building	$	8,651		
Total:		$		138,351
After				
Land: 35,624± SF @ $3.37/SF (Rounded)	$	120,200		
Improvements: Not Applicable	$			
Total		$		120,200
FAIR MARKET VALUE OF ACQUISITION			$	18,151
Plus: TCE			$	N/A
Total Compensation as of: August 24, 2018			$	18,151

ALLOCATION OF COMPENSATION

Land: 1,436± SF @ $3.50	$	5,000
Utility Easement: 1,292± SF @ $3.50 (RND)	$	4,500
Temporary Construction Easement: Not Applicable	$	0
Improvements: Not Applicable	$	0
Damages: Not Applicable	$	0
Cost to Cure Items: Storage Building	$	8,651
Total Compensation:	$	**18,151**

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
CG3642
KATIE HAMPTON

Shannon R. Mueller

Shannon Reed Mueller, CG2302
Reed & Associates, Inc.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL
CG2302
SHANNON MUELLER

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION TO SUPPORT THE CONSTRUCTION OF LUTHER GEORGE PARK

WHEREAS, the Walton Family Foundation, Inc, has approved a grant in the amount of $3,100,000 to the City of Springdale to support the construction of Luther George Park and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the Mayor is hereby authorized to accept grant funds from the Walton Family Foundation for the construction of Luther George Park.

1.

PASSED AND APPROVED THIS ___ DAY OF _____________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest Cate, City Attorney

Grant Agreement

August 04, 2022

Grant 00107523

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of up to $3,100,000.00 to City of Springdale (“Grantee” or “City”). The project term will be September 01, 2022 to August 29, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the construction of Luther George Park. This grant is more fully described in Grantee's proposal dated July 05, 2022. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount Up To: $3,100,000.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Match Ratio	Requirement	Date
1	Up to $2,350,000.00	1:3	• Signed Grant Agreement • Documentation of 1:3 Match of up to $7,050,000.00 committed or collected by 09/15/2022	September 22, 2022
2	Up to $375,000.00	1:3	• Documentation of 1:3 Match of up to $1,125,000.00 committed or collected by 06/15/2023 • Approval of Progress Report	June 22, 2023
3	Up to $375,000.00	1:3	• Documentation of 1:3 Match of up to $1,125,000.00 committed or collected by 01/15/2024 • Approval of Progress Report	January 22, 2024

3. **Matching Grant Payable:** The Foundation will match revenue committed or collected by Grantee according to the conditions outlined below:

   Installment 1: One dollar for every three dollars of revenue committed or collected from all sources by September 15, 2022, up to $7,050,000.00. This payment up to $2,350,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein, and written documentation of matching funds committed or collected.

   Expiration: Qualifying matching contributions for Installment 1 must be committed or collected and documented for the Foundation by September 15, 2022. In the event the matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.

Installment 2: One dollar for every three dollars of revenue committed or collected from all sources by June 15, 2023, up to $$1,125,000.00. This payment up to $375,000.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed or collected.

Expiration: Qualifying matching contributions for Installment 2 must be committed or collected and documented for the Foundation by June 15, 2023. In the event the matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.

Installment 3: One dollar for every three dollars of revenue committed or collected from all sources by January 15, 2024, up to $1,125,000.00. This payment up to $375,000.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed or collected.

Expiration: Qualifying matching contributions for Installment 3 must be committed or collected and documented for the Foundation by January 15, 2024. In the event the matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.
Funds committed or collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

4. **Accounting:**
    a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
    b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the

grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Payment Requirement: 1:3 Match Documentation	September 15, 2022
Payment Requirement: 1:3 Match Documentation	June 15, 2023
Progress Report	June 15, 2023
Payment Requirement: 1:3 Match Documentation	January 15, 2024
Progress Report	January 15, 2024
Miscellaneous Report	November 01, 2024
Final Report	August 29, 2025

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation’s online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00107523 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
   a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code (“Code”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.
   b. In no event will Grantee use any grant funds:
      i. to carry on propaganda, or otherwise to attempt, to influence legislation;
      ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
      iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
   c. Grantee will comply with all applicable laws and regulations.
   d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
      i. Grantee’s board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
      ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
   a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
   b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
   c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
   d. Grantee does not use funds for the purpose of this grant;
   e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
   f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
   g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
   h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
   i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

   The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in Contact paragraph. Publicizing the grant

and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00107523 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by August 31, 2022 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Springdale

By:

Doug Sprouse
Mayor

Appendix A: City of Springdale

Performance Measures

Goal: Construct and activate a redesigned Luther George Park as an inclusive community gathering place.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Springdale (City) will independently select and execute a construction management contract with a qualified contractor and construct improvements to Luther George Park as specified during the phase 1 Design Excellence grant.	08/30/2024	Copy of signed construction management contract and construction schedule, Certificate of Completion and final inspection
Output	The City will execute a contract with Downtown Springdale Alliance for programming of the newly opened Luther George Park.	01/02/2023	Copy of approved contract
Outcome	Site observations post-construction will show that the number of park users has increased over the baseline of 35 people staying average per hour.	08/29/2025	Post-construction evaluation
Outcome	The percentage of park users interviewed who indicate they have interacted with someone they did not previously plan to meet while at the park will increase over the baseline (37%).	08/29/2025	Post-construction evaluation
Outcome	The percentage of visitors arriving by foot or bike to the park will increase over the baseline (14% of people surveyed walked and 0 people reported arriving by bike).	08/29/2025	Post-construction evaluation
Outcome	The racial demographics of visitors at the park will continue to be as diverse as the community at large (2020 Baseline: The share of visitors who identified as Latinx, American Indian, Black, Asian, and Native Hawaiian or other Pacific Islander - including Marshallese - was higher than that of the population of Springdale).	08/29/2025	Post-construction evaluation
Outcome	The percentage of visitors surveyed who report that they feel welcome in the redesigned park will increase over the baseline (96%).	08/29/2025	Post-construction evaluation