

City of Fayetteville Staff Review Form

2014-0277

Legistar File ID

7/15/2014

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Matt Mihalevich

6/23/2014

Engineering /  
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of grant agreement #2014-734 with the Walton Family Foundation in the amount of \$150,000 and approval of a budget adjustment to recognize revenue. The grant funds will be used for the design and engineering of the Cato Springs Trail from Greathouse Park to the Fayetteville Regional Park and Mt. Kessler Preserve.

Budget Impact:

4470.9470.5814.05	Sales Tax Cap Imp
Account Number	Fund
02016	Trail Development
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 3,625,008.00
	Funds Obligated \$ 1,952,546.00
	Current Balance <b>\$ 1,672,462.00</b>
Does item have a cost? <u>No</u>	Item Cost \$ -
Budget Adjustment Attached? <u>Yes</u>	Budget Adjustment \$ 150,000.00
	Remaining Budget <b>\$ 1,822,462.00</b>

V20140610

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:

*OK w/ m June 24, 2014*  
*Maria Hestwood 6/24/14*  
*Don Mar 6/24/14*

**ENTERED** 10-23-14 DM  
**ENTERED** 6/24/14  
*Donald J. ...*

## CITY COUNCIL AGENDA MEMO

### MEETING OF JULY 15<sup>TH</sup>, 2014

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Jeremy Pate, Development Services Director  
Chris Brown, City Engineer

**FROM:** Matt Mihalevich, Trails Coordinator

**DATE:** June 26<sup>th</sup>, 2014

**SUBJECT:** **Walton Family Foundation Grant Acceptance – Cato Springs Trail Design**

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#### RECOMMENDATION:

Staff recommends approval of grant agreement #2014-734 with the Walton Family Foundation in the amount of \$150,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the design and engineering of the Cato Springs Trail from Greathouse Park to the Fayetteville Regional Park and Mt. Kessler Preserve.

#### BACKGROUND:

The City of Fayetteville is undertaking an aggressive trail building campaign in southern Fayetteville over the next 5 years. The Frisco Trail extension south from MLK Boulevard across S. School St. and into Walker Park was opened to the public on April, 12<sup>th</sup> 2014. With this critical connection complete, the Fayetteville Alternative Transportation and Trails (FATT) Master Plan envisions a series of three trails extending to the south; the Tsa-La-Gi Trail located parallel to MLK Blvd, which is 80% completed, the Town Branch Trail that is located south of 15<sup>th</sup> Street and is partially completed and the Cato Springs Trail which follows the Cato Springs Branch and will pass over the Fulbright Expressway and under I-49 along Razorback Road.

#### DISCUSSION:

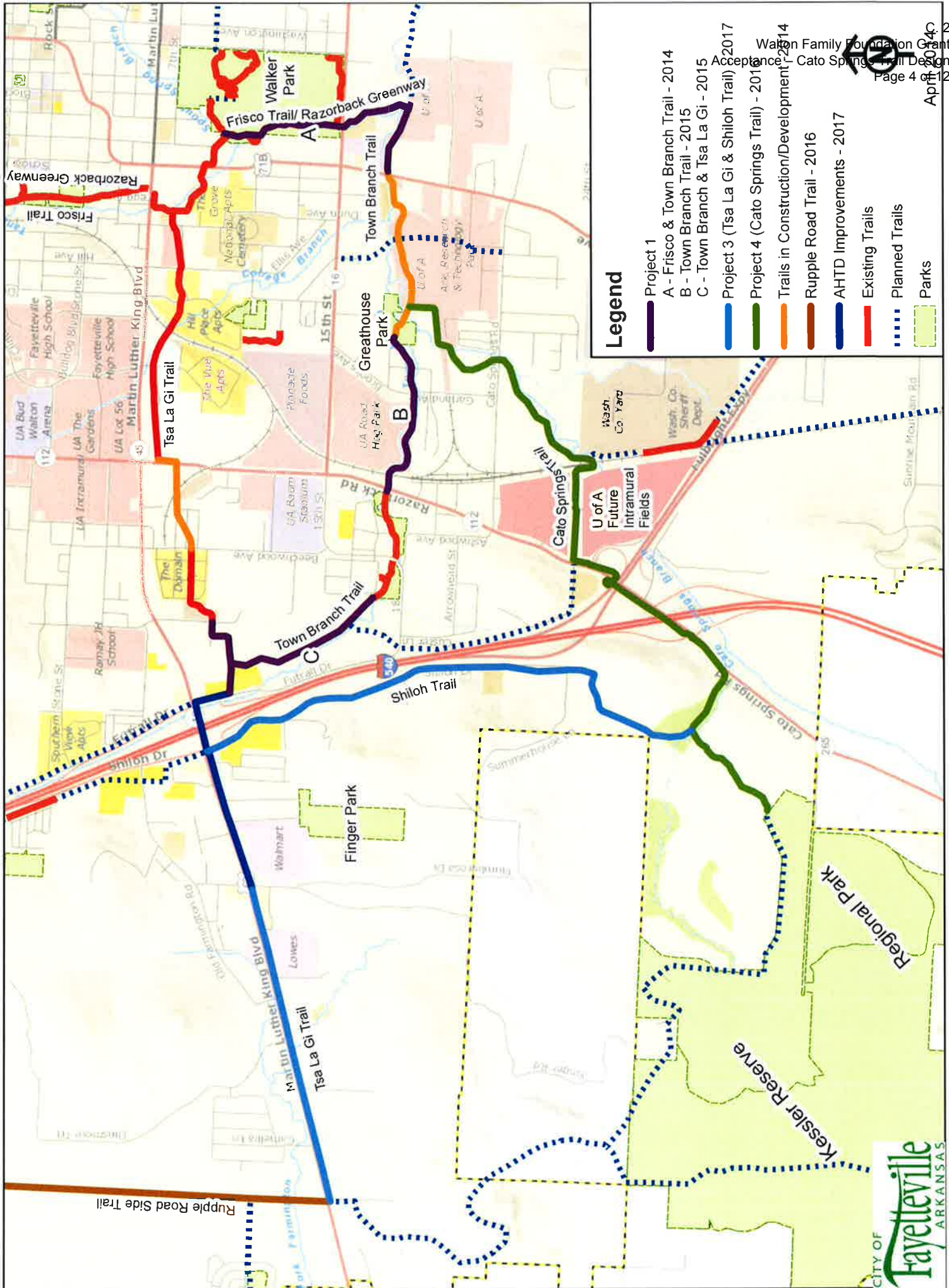
The Walton Family Foundation grant funding will be matched 50:50 with City funds and utilized to hire an engineering consultant to perform the complete design and permitting for the Cato Springs Trail project. The Cato Springs Trail will go south along the Cato Springs Branch and portions of Razorback Road across the Fulbright Expressway and I-49 to the Fayetteville Regional Park and the Mt. Kessler Preserve. This Trail will be designed as a 12 foot wide concrete multi-use trail with pedestrian lighting. In addition, the trail will include a bridge across the Cato Springs Branch and a bridge over the Fulbright Expressway that will require considerable design and permit approval from the Arkansas State Highway and Transportation Department. Preliminary estimates establish its length at 10,836 linear feet or slightly over 2 miles. The City estimates that the design and permitting phase will take 18 months, from July of 2014 until January of 2016. This trail project will then be bid and constructed by a private contractor while the City's in-house trail construction crews continue work on other trail connections.

**BUDGET/STAFF IMPACT:**

The Walton Family Foundation Grant is a 50:50 matching grant program. The \$150,000 in grant funding will be matched with \$150,000 in City funds for a total design budget of \$300,000. The City portion of the matching funds are available through the Trail Development Capital Improvement Program for 2014.

**Attachments:**

Walton Family Foundation Grant #2014-734 agreement  
Map - Regional Park/Kessler Reserve Connection Trails



**Legend**

- Project 1
- A - Frisco & Town Branch Trail - 2014
- B - Town Branch Trail - 2015
- C - Town Branch & Tsa La Gi - 2015
- Project 3 (Tsa La Gi & Shiloh Trail) - 2017
- Project 4 (Cato Springs Trail) - 2014
- Trails in Construction/Development - 2014
- Ripple Road Trail - 2016
- AHTD Improvements - 2017
- Existing Trails
- Planned Trails
- Parks



**Regional Park / Kessler Reserve Connection Trails**

April 2017

Walton Family Foundation Grant  
 Acceptance - Cato Springs Trail Design  
 Page 4 of 12

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

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS \$150,000.00 MATCHING GRANT FOR THE DESIGN AND ENGINEERING OF THE CATO SPRINGS TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS \$150,000.00 GRANT

**WHEREAS**, the Walton Family Foundation has proven to be a strong supporter of Fayetteville's trail systems including the Mount Kessler acquisition; and

**WHEREAS**, the Walton Family Foundation has offered a 50/50 grant in the amount of \$150,000.00 for the design and engineering of the Cato Springs Trail which will provide the access for our trail system to our Regional Park and Mount Kessler.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby thanks and expresses its gratitude to the Walton Family Foundation for its generous \$150,000.00 matching grant for the design and engineering of the Cato Springs Trail, approves the attached Grant Agreement, authorizes Mayor Jordan to sign this Grant Agreement and agrees to match the grant using the Trail Development Capital Improvement Program.

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment.

**PASSED and APPROVED** this 15<sup>th</sup> day of July, 2014.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)**

<b>Budget Year</b>  2014	<b>Division:</b> Development Services <b>Dept.:</b> Development Services <b>Requestor:</b> Matt Mihalevich	
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**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:**

The Walton Family Foundation approved the City's application for a grant in the amount of \$150,000 for the design and engineering of the Cato Springs Trail. This grant requires a 50:50 match with the City portion available through the Trail Development Capital Improvement Program for budget year 2014.

Grant #2014-734

	COUNCIL DATE: <u>7/15/2014</u> LEGISTAR FILE ID#: <u>2017-0277</u>  <hr/> <div style="display: flex; justify-content: space-between;"> <span>Budget Director</span> <span>Date</span> </div> TYPE: _____ DESCRIPTION: _____  GLDATE: _____ POSTED: <u>                    /                    </u>
RESOLUTION/ORDINANCE	

TOTAL	150,000	150,000					v.20140619
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4470.0947.4305.00	-	150,000	02016	1405	RE	Commercial Grants	
4470.9470.5814.05	150,000	-	02016	1405	EX	Trails	
	-	-					
	-	-					
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June 11, 2014

Lioneld Jordan  
Mayor  
City of Fayetteville  
113 W. Mountain Street  
Fayetteville, AR 72701

RE: Grant #2014-734

Dear Mayor Jordan,

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a grant in the amount of up to \$150,000.00 to the City of Fayetteville (the "Grantee"). This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support the design phase of the planned Cato Springs Trail project. The Cato Springs Trail will go south along the Cato Springs Branch and portions of Razorback Road across the Fulbright Expressway and I-49 to the Fayetteville Regional Park and the Mt. Kessler Preserve. This Trail will be designed as a 12-foot wide concrete multi-use trail with pedestrian lighting. This trail will include a bridge across the Cato Springs Branch and a bridge over the Fulbright Expressway. This grant is more fully described in Grantee's proposal dated April 24, 2014. 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.
- Amount: Up to One Hundred Fifty Thousand Dollars (\$150,000.00).**
- Payable:** Upon receipt of a copy of this letter acknowledging the terms and conditions set forth herein, payments in the amount of up to \$150,000.00 shall be eligible for payment on a drawdown basis no more frequently than quarterly. With each payment request, the City will submit a report outlining work completed as well as all paid invoices to date. A WFF consultant will inspect the work completed for adherence to design standards as well as original budget and, upon approval, WFF will reimburse no more than 50% of eligible paid invoices and expenses, not to exceed 50% of the cost of construction, up to \$150,000.00. All payment requests must be received by no later than August 15, 2016 to be eligible for payment.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5) below and other information the Foundation may gather.

- 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 paragraph 5 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).

<b>Report Date</b>	<b>Report Type</b>
12/15/2014	Financial & Narrative
6/30/2015	Financial & Narrative
12/15/2015	Financial & Narrative
8/15/2016	Final report - end of grant

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

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2014-734 on all reports submitted.

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.



7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (ii) Grantee fails to comply with the terms of this letter; or
- (iii) 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.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

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 paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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 #2014-734 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by June 30, 2014, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,



Buddy D. Philpot  
Executive Director

ACKNOWLEDGED AND AGREED

By: \_\_\_\_\_  
Lioneld Jordan (Date)  
City of Fayetteville

**Appendix A: City of Fayetteville  
 Cato Springs Trail - Design, engineering & permitting**

Who is doing what?	By When?	Measured By?
<b>Goal: Develop construction-ready design and engineering documents for the Cato Springs Trail in Fayetteville, AR.</b>		
<b>Outputs</b>		
City of Fayetteville will sign a contract with a qualified and experienced design and engineering firm.	July 31, 2014	Signed contract
The design firm will conduct all required public input sessions.	December 31, 2015	Program records
The design firm will develop a set of construction-ready design and engineering documents for the Cato Springs Trail in Fayetteville, Arkansas that adheres to uniform design and construction standards, per state and federal requirements, as well as design guidelines outlined in the “trail design resource notebook” developed by ALTA Planning and utilized for the Razorback Regional Greenway.	May 31, 2016	As reviewed by WFF consultant
<b>Outcomes</b>		
The design firm will obtain all AHTD approvals for proposed design and route.	July 31, 2016	Signed AHTD approval document

