

City of Fayetteville Staff Review Form

2015-0476

Legistar File ID

10/20/2015

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

Matt Mihalevich

9/30/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of grant agreement #2015-225 with the Walton Family Foundation in the amount of \$390,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the construction of the Clabber Creek Trail from Ruppel Road to Holcomb Elementary School.

Budget Impact:

4470.9470.5814.05

Sales Tax Capital Improvements

Account Number

Fund

02016.1402

Trail Development
Clabber Creek Trail (Ruppel to Holcomb)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 390,200.00

Funds Obligated \$ 20,265.59

Current Balance **\$ 369,934.41**

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 390,000.00

Remaining Budget **\$ 759,934.41**

V20140610

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20TH, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: September 30th, 2014

SUBJECT: 2015-0476 Walton Family Foundation Agreement - Clabber Creek Trail

RECOMMENDATION:

Staff recommends approval of grant agreement #2015-225 with the Walton Family Foundation in the amount of \$390,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the construction of the Clabber Creek Trail from Ruppel Road to Holcomb Elementary School.

BACKGROUND:

The first section of the Clabber Creek Trail from Ruppel Road to Hosta Drive was opened in 2007. This ¾ mile section of trail has been heavily used by the surrounding residents who have requested that the trail be extended. Approval of the Walton Family Foundation grant will allow the in-house trail construction crew build the next phase of the Clabber Creek Trail from Ruppel Road to Holcomb School. The trail will connect to the existing trail on the west side of Ruppel Road and extend back east under the Ruppel Road Bridge across Salem Road and along the south side of Gary Hampton Softball Complex to connect to Holcomb Elementary School as shown on the attached map. The trail will include a 600 foot long boardwalk to cross over designated wetland areas between Ruppel Road and Salem Roads.

DISCUSSION:

The Walton Family Foundation has been very supportive of the City of Fayetteville trail system and their commitment continues with this extension of the highly requested Clabber Creek Trail.

BUDGET/STAFF IMPACT:

The Walton Family Foundation Grant is a 50:50 matching grant program. The City portion of the matching funds are available through the Trail Development Capital Improvement Program for 2015. In addition, the City has been awarded \$81,248 for the trail bridge along Salem road through the Safe Routes to Schools Program.

Attachments:

Clabber Creek Trail Map
Walton Family Foundation Grant #2014-225 agreement

September 14, 2015

RECEIVED

SEP 18 2015

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

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

RE: Grant #2015-225

Dear Mayor Jordan,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved an 18-month grant in the amount of up to \$390,000.00 to the City of Fayetteville ("Grantee"). This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to construct a .67-mile extension of the Clabber Creek Trail from Ruppel Road to Holcomb Elementary School, completing an important section of the "West Fayetteville Loop." This grant is more fully described in Grantee's proposal dated February 3, 2015. 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 Three Hundred Ninety Thousand Dollars (\$390,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$195,000.00	Upon completion of a signed grant agreement payments will be eligible for reimbursement per terms listed in paragraph three.
#2	\$195,000.00	To be paid by 12/31/2016 per terms listed in paragraph three

- Payable:** Upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein grantee will be eligible to receive payments. The first payment in the amount of up to 25% of the cost of construction, as reflected in grantee's proposal dated February, 3 2015 is eligible for payment upon receipt of the following evidence:
 - Documentation that all rights of way and/or easements have been fully acquired
 - Documentation showing that all required permits have been fully acquired
 - A signed letter from the Mayor committing a minimum of \$390,000 to be used for the construction.

The second payment will occur upon receipt of satisfactory evidence showing that at least 50% of project has been completed. A WFF consultant will inspect the work completed for adherence to design standards as well as original budget and, upon approval, WFF will pay the remaining funding

required to complete project not to exceed 50% of the cost of construction, up to \$390,000.00. All payment requests must be received by no later than December 31, 2016 to be eligible for payment.

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 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).

Report Date	Report Type
2/28/2016	Financial & Narrative
12/31/2016	Final report

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 #2015-225 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.

(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. **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:

(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 letter; or

(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.

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.

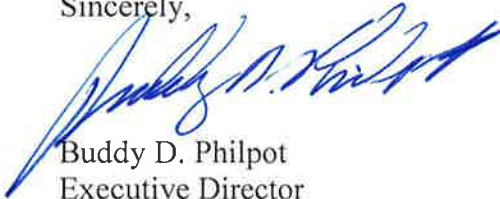
10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant 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 #2015-225 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 October 15, 2015, 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

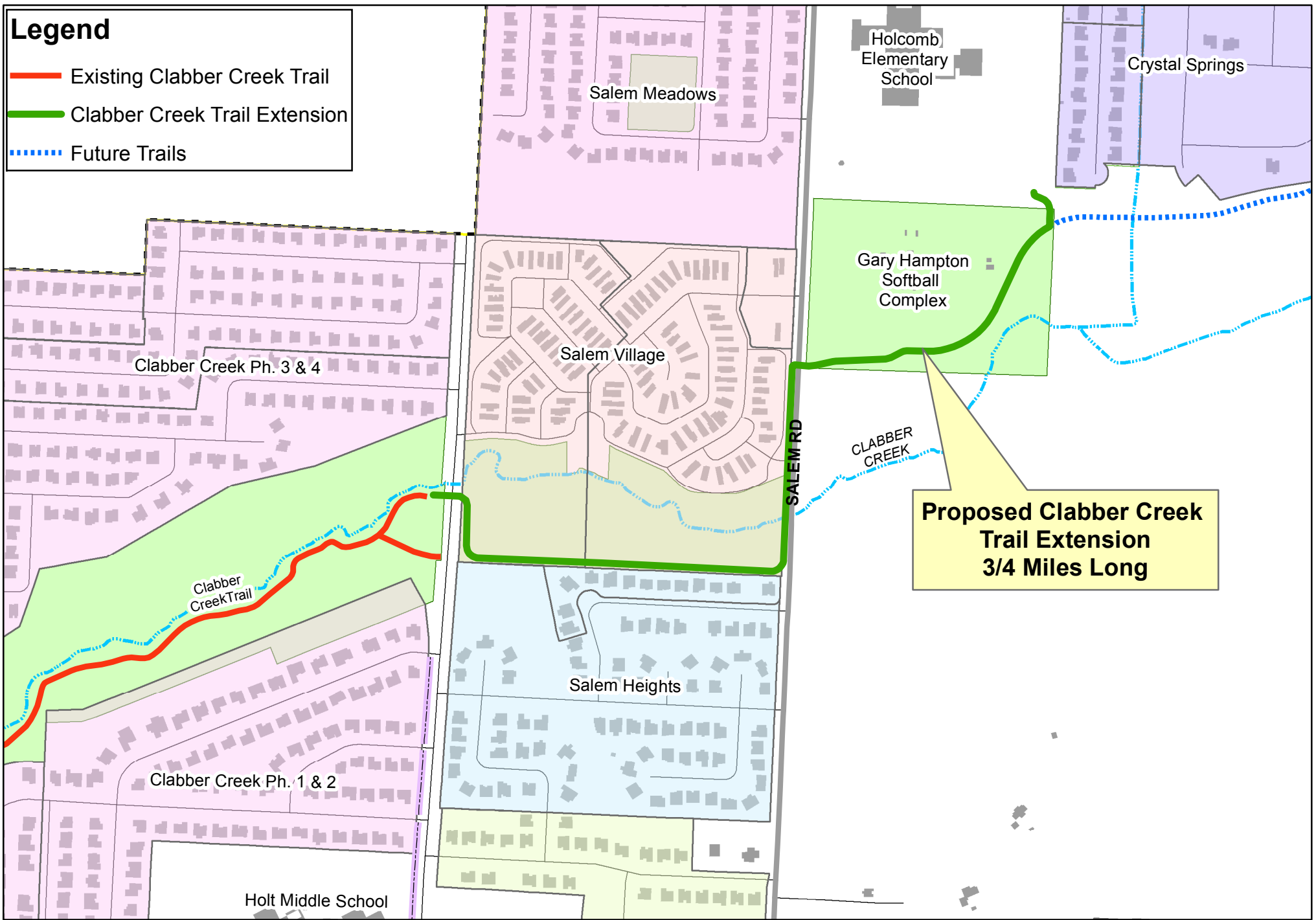
By: _____
Lioneld Jordan (Date)
City of Fayetteville

**Appendix A: City of Fayetteville
Clabber Creek Trail**

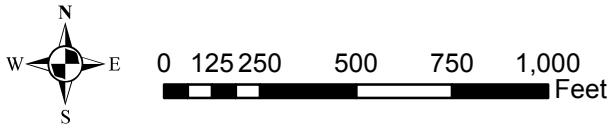
Who is doing what?	By When?	Measured By?
Goal: To complete the section of Clabber Creek Trail from Ruppel Road to Holcomb Elementary School.		
Outputs		
The City will commit to manage and maintain this section of trail to the same standards as the Razorback Regional Greenway.	By January 31, 2016	A signed letter by the Mayor.
The City of Fayetteville will design and construct approximately 3,531 linear feet, or 0.67 miles of 12-foot-wide concrete shared use paved trail and boardwalk. This trail will be a minimum of 12-foot-wide wide concrete and will be built to uniform design and construction standards per design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway as evidenced by inspection of WFF consultant.	December 31, 2016	The completed trail will be measured by the length of shared use paved trail, boardwalk and bridge installed.
Outcomes		
The City will successfully acquire all required permits (FEMA, Corps...).	December 31, 2015	Program records
The City will successfully acquire all rights of way, easements and or property required for proposed trail corridor.	January 31, 2016	Program records

Legend

- Existing Clabber Creek Trail
- Clabber Creek Trail Extension
- Future Trails



**Proposed Clabber Creek Trail Extension
3/4 Miles Long**



Clabber Creek Trail Extension 3/4 Miles Long