

City of Fayetteville Staff Review Form

2017-0366

Legistar File ID

7/18/2017

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

Chris Brown

6/29/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment recognizing grant revenue from the Walton Family Foundation, and approval of the grant agreement for the Old Wire Road cycle track.

Budget Impact:

4470.800.8835-5809.00		Sales Tax	
Account Number		Fund	
06035.2600		Trans. Bond Program/Old Wire Road	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 2,455,014.00
		Funds Obligated	\$ 2,129,678.00
		Current Balance	\$ 325,336.00
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 1,361,428.00
		Remaining Budget	\$ 1,686,764.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF JULY 18, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Chris Brown, City Engineer
DATE: June 29, 2017
**SUBJECT: Old Wire Road-Walton Family Foundation Grant
Approval of Grant Agreement and Recognition of Revenue**

RECOMMENDATION:

Staff recommends approval of grant agreement #2016-1797 with the Walton Family Foundation in the amount of up to \$1,361,428.00 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the construction of a cycle track along Old Wire Road, between Ash Street and Gulley Park.

BACKGROUND:

Improvements to Old Wire Road, between Mission Blvd. and Crossover Road, are part of the Transportation Bond Program. Improvements are in various stages of completion. When all work is complete, the Old Wire Road corridor will have improvements for vehicular traffic, including signalization at Mission, intersection improvements at Township Street, and a turn lane at Ash Street; for pedestrians, including sidewalks on at least one side for the entire route, and improved crossings at Old Missouri Road and at Stanton Avenue; and for bicycles, by construction of bike lanes, a multi-use path, and a two-way cycle track on various segments of the project.

The two-way cycle track planned between Ash Street and Gulley Park will be an enhanced bikeway that will provide a protected facility, separated from both cars and pedestrians, which will create the safest possible environment for all users. The cycle track will be constructed with several enhancements for safety and efficiency, to provide a world-class facility that can be used as a template elsewhere in the City and by other jurisdictions in the region.

DISCUSSION:

The City has partnered with the Walton Family Foundation multiple times on alternative transportation and other projects that enhance the quality of life in the City; the proposed partnership on this project is the next great opportunity to further those efforts. The proposed 50/50 matching grant, in the amount of up to \$1,361,428, is to pay for the cost of the cycle track and necessary appurtenances, including bicycle signals at Township Street, safety markings at other intersections, a concrete buffer between the street and the cycle track, and numerous other elements. The grant is payable in 2 installments: upon completion of right of way acquisition and permitting, and at 50% completion of construction.

BUDGET/STAFF IMPACT:

The Walton Family Foundation Grant is a 50/50 matching grant program. The City's portion of the matching funds is available through the Transportation Bond Program.

Attachments:

Cycle track renderings and cross section
Walton Family Foundation Grant #2016-1797 agreement
Budget Adjustment



June 27, 2017

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

RE: Grant #2016-1797

Dear Mayor Lioneld Jordan,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant of up to \$1,361,428.00 to the City of Fayetteville ("Grantee"). The project term will be June 30, 2017 to June 30, 2019. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to construct the Old Wire Cycle Track, an initial phase of the East Fayetteville Loop. This grant is more fully described in Grantee's proposal dated October 28, 2016. 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 Million, Three Hundred Sixty-One Thousand, Four Hundred Twenty-Eight Dollars (\$1,361,428.00).**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
#1	Up to \$680,714.00	See Installment One	11/30/2017
#2	Up to \$680,714.00	See Installment Two	6/30/2018

- Matching Grant Payable:** The Foundation will match revenue collected by Grantee according to the conditions outlined below:

Installment One (November 30, 2017): One dollar for every one dollar of revenue collected from all sources, up to \$1,361,428.00. This payment of up to \$680,714.00 shall be payable upon the receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of matching funds collected, and evidence that all required permits and approvals have been secured, a commitment from the City to maintain all aspects of the project, a bid and construction schedule, and a copy of final completed construction plans.

Expiration: Qualifying matching contributions for Installment One must be collected and documented for the Foundation by November 30, 2017. In the event the matching contributions are not documented by this deadline, all outstanding obligations of the Foundation will terminate.

Installment Two (June 30, 2018): \$680,714.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather, as well as a construction contract with a qualified and experienced contractor must be executed, documentation from a qualified third party showing that no less than 50% of the project is complete, and upon inspection and approval the Foundation will fund the remaining costs of construction not to exceed the remaining grant amount.

Funds 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 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
11/30/2017	Match
3/1/2018	Update
5/31/2018	Interim Financial and Narrative
1/31/2019	Final Financial and Narrative
6/30/2019	Update

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 #2016-1797 on all reports submitted.

In addition to matching requirements, 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:

- (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 #2016-1797 in your communication.

By electronically signing this letter 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 of this letter is not completed by July 21, 2017 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,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Lioneld Jordan (Date)
City of Fayetteville

**Appendix A: City of Fayetteville
Old Wire Cycle Track**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: East Fayetteville Loop - Phase I		
Outputs		
The City will acquire all rights-of-way or easements and permits needed to complete the Old Wire Cycle track/East Fayetteville Loop Phase I.	11/30/17	The City of Fayetteville will provide a copy of any applicable public documents at the request of the Walton Family Foundation.
The City will enter into a construction contract with a qualified and experienced Construction company.	03/01/2018	Signed Construction Contract with a qualified General Contractor
The City will establish a baseline of bicycle usage along the Old Wire Road corridor in hourly and daily increments, using electronic counters or similar means. Measurements shall be taken over a period of time (subject to WFF input) to capture reliable data accounting for weather and time of year, and shall commence a minimum of 45 days prior to construction.	03/01/2018	Program records
The City of Fayetteville will construct approximately 4,600 linear feet, or 0.87 miles of 8.5-foot wide concrete cycle track and adjacent 6-foot wide sidewalk with buffer strip and lighting. Bicycle specific signals will be installed at Township Street and enhanced pavement markings, protected crossings and other design features shall be installed along the corridor as warranted. The cycle track will meet the uniform design and construction standards outlined in the "Trails Design Resource notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway as	12/31/18	A third party consultant will provide verification to the foundation.

evidenced by inspection of a Walton Family Foundation consultant.		
Outcomes		
The City of Fayetteville will commit to manage and maintain this section of the East Fayetteville Loop – Phase I (Old Wire Cycle Track) to the same standards as the Razorback Regional Greenway.	09/08/17	A letter from the Mayor expressing the City's commitment to maintenance
The City of Fayetteville will commit match funding in the amount of up to \$1,361,428 for this project.	09/08/17	A signed letter from the Mayor
General and commuting usage of the cycle track along Old Wire Road will increase in the six months following completion of construction at 100% of the baseline established by the initial measurement.	06/30/2019	Program records



SURVEYED BY: DD
 DRAWN BY: MB
 DESIGNED BY: MC

**OLD WIRE ROAD PROTECTED BIKE
 LANE & SIDEWALK PROJECT
 (ASH ST. TO GULLEY PARK)
 TYPICAL SECTION**

TITLE:

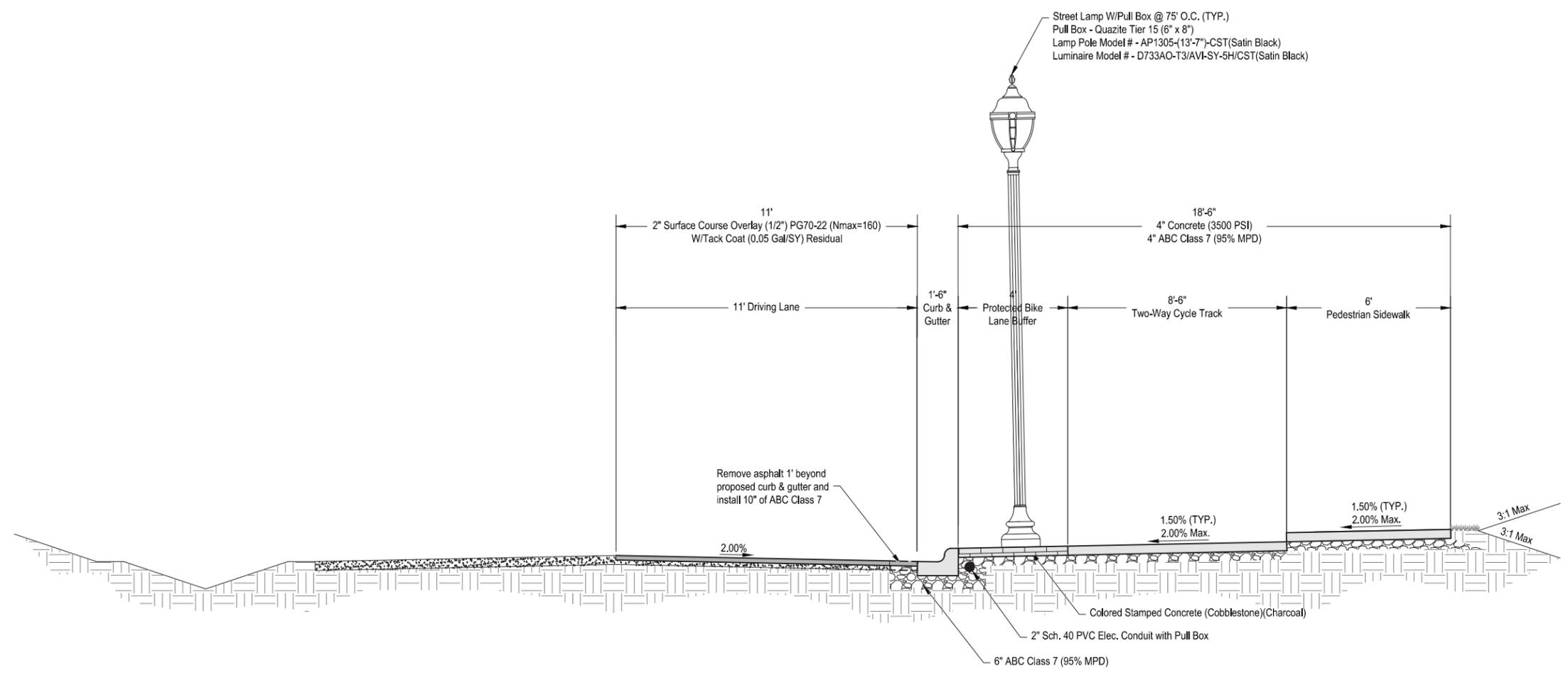
REVISED



DATE: May 22, 2017

SHEET: **004**

DRAWING: Typical Sections



TYPICAL SECTION
 Old Wire Road Protected Bike Lane & Sidewalk
 STATIONS
 1+25 to 49+00