

City of Fayetteville Staff Review Form

2019-0699

Legistar File ID

11/19/2019

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

Chris Brown

10/31/2019

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of grant agreement #2019-652 with the Walton Family Foundation in the amount of \$410,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the design of bicycle and pedestrian improvements along Porter Ave., Deane St., Sycamore St, and Poplar Street to create the Midtown Trail.

Budget Impact:

4601.860.7218-5860.02	4601 - Bond Program Grant Matching
4602.860.7218-5860.02	4602 - Street Projects 2019 Bonds
Account Number	Fund
46020.7218.1000	46020.7218.1000 - Streets Project, Porter/Deane/Sycamore/Poplar Design
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 36,260,961.00
	Funds Obligated \$ 2,808,069.53
	Current Balance \$ 33,452,891.47
Does item have a cost? <u>Yes</u>	Item Cost \$ -
Budget Adjustment Attached? <u>Yes</u>	Budget Adjustment \$ 410,000.00
	Remaining Budget \$ 33,862,891.47

Purchase Order Number: _____

Previous Ordinance or Resolution # V20180321
232-19

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 19TH, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: November 1st, 2019

SUBJECT: 2019-0699 Acceptance of Walton Family Foundation design funding

RECOMMENDATION:

Staff recommends approval of grant agreement #2019-652 with the Walton Family Foundation in the amount of \$410,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the design of bicycle and pedestrian improvements along Porter Ave., Deane St., Sycamore St, and Poplar Street to create the Midtown Trail.

BACKGROUND:

The Mobility Plan project prioritization scoring toolbox ranks the Porter Ave., Deane St., Sycamore St. and Poplar St. corridor high due to the connectivity to significant number of residents to commercial districts, Woodland Junior High School and the Razorback Regional Greenway. The corridor is 2.3 miles in length and runs in an east-west direction through a flat part of the middle of the city from I-49 at Porter to College Avenue at Poplar Street. According to census data there are 3,326 jobs and over 6,000 residents within ¼ mile from this corridor. Within 1/2 mile of the corridor there are 12,000 residents with 33% of these residents living below the poverty line and 11% of these residents do not have access to a vehicle. With existing transit in proximity to the corridor this improved bicycle and pedestrian corridor will have a huge impact on mobility and be a major step toward the active transportation plan goal of providing a trail connection within ½ mile of every resident in Fayetteville.

In addition to the bicycle and pedestrian improvements, the corridor will feature improvements at the I-49 interchange, intersection improvements to include turn lanes and signalization where necessary, and improvements to transit amenities.

On August 14th, 2019, the Active Transportation Advisory Committee reviewed the corridor and unanimously supported the project moving forward. They also supported shifting the corridor from Sycamore Street to Poplar Street east of the Razorback Greenway to take advantage of flat grades along Poplar Street. On August 27th, 2019, the Transportation Committee reviewed the corridor and supported the shift to Poplar Street as well. They also recommended moving forward with the selection of a design consultant for the project.

DISCUSSION:

On October 15th, the City Council approved application for the grant in an amount of up to \$400,000 as resolution 232-19. Since that time, The Walton Family Foundation recommended the addition of the design of an on-street bikeway along Woodland Avenue and a crossing of Sycamore to connect the new soft surface trails at Gregory Park. The addition of this bikeway increased the actual grant amount to \$410,000 to cover the additional design cost for this connection.

The bicycle & pedestrian improvements proposed along Porter, Deane, Sycamore and Poplar corridor will consist of designated space for pedestrians and bicyclists physically separated from the roadway with the goal of attracting users of all ages and all abilities. The vehicular and transit improvements will increase safety and reduce congestion at key locations.

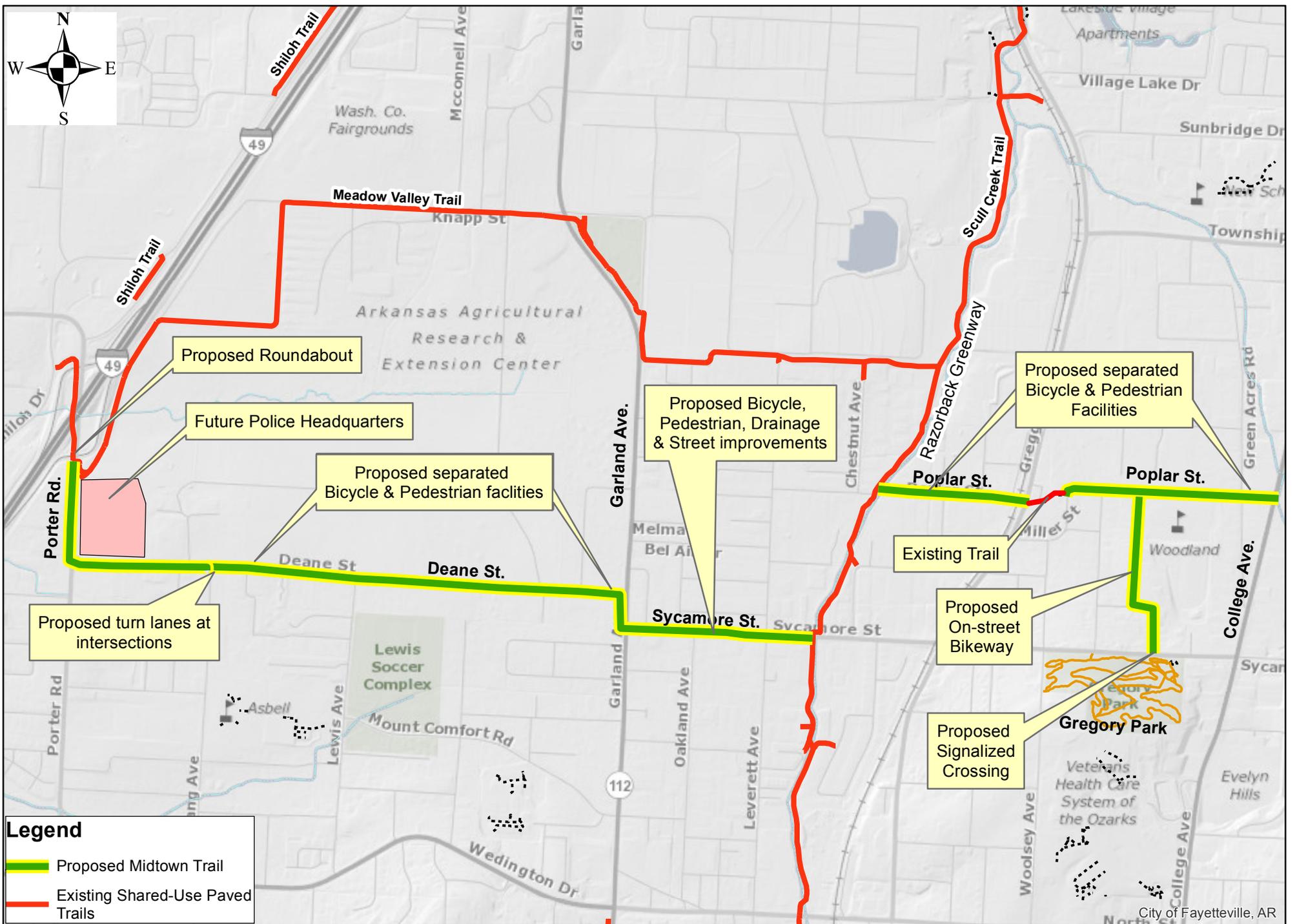
Olsson Associates, Inc. has been selected as the design consultant to assist with the conceptual design and public meetings. Olsson's design scope and fee has been submitted concurrently as agenda item #2019-0700. If approved, a design charrette is planned in the surrounding neighborhood in early 2020 to gather public input to guide the design of the Midtown Trail Corridor.

BUDGET/STAFF IMPACT:

This Walton Family Foundation Grant is a 50:50 matching grant up to \$410,000. The City portion of the matching funds are available in the first phase of the transportation portion of the recently approved bonds.

Attachments:

Walton Family Foundation Grant Letter
Overall project corridor map



Legend

- Proposed Midtown Trail
- Existing Shared-Use Paved Trails



Midtown Trail Corridor - 2.5 Miles
Porter Rd./Deane St./Sycamore St./Poplar St./Woodland Ave.



October 2019

City of Fayetteville, AR

WALTON FAMILY
FOUNDATION



October 22, 2019

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

RE: Grant 2019-652

Dear Mayor Jordan,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$410,000.00 for the development of construction-ready design plans for a ~2.5-mile east-west bicycle and pedestrian connection from I-49 (Meadow Valley Trail) to College Avenue in Midtown Fayetteville. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Lisa Montez
Secretary and General Counsel



Grant Agreement

October 22, 2019

Grant 2019-652

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$410,000.00 to the City of Fayetteville ("Grantee"). The project term will be November 1, 2019 to December 30, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is for the development of construction-ready design plans for a ~2.5-mile east-west bicycle and pedestrian connection from I-49 (Meadow Valley Trail) to College Avenue in Midtown Fayetteville. This grant is more fully described in Grantee's proposal dated October 16, 2019. 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 Four Hundred Ten Thousand Dollars (\$410,000.00).**

Grant payments will be made as follows:

Installment	Amount	Requirement
#1	Up to \$410,000.00	See Matching Grant Payable

3. **Matching Grant Payable:** The Foundation will match 1:1 of funds committed from the City's authorized budget up to \$410,000.00. This payment shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of committed funds from the City's authorized budget.

Expiration: Qualifying matching commitments for Installment One must be documented for the Foundation by November 30, 2019. In the event the matching commitments are not documented by this deadline, all outstanding obligations of the Foundation will terminate.

Funds committed 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
4/15/2020	Update
10/15/2020	Update
12/30/2020	Final Financial and Narrative

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 #2019-652 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. **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 10. 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.

9. **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.

10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2019-652 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 November 26, 2019 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.

Walton Family Foundation, Inc.,

By: _____
Lisa Montez (Date)
Secretary and General Counsel

City of Fayetteville

By: _____
Lioneld Jordan (Date)
Mayor

**Appendix A: City of Fayetteville
Midtown Trail**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Three Trails Bikeway		
Outputs		
The City of Fayetteville will select a qualified, experienced consultant to complete the design of the Midtown Trail project.	12/20/2019	Executed contract
The selected consultant will develop a design schedule and submit plans at each specified level (30/60/90% completion) for internal review and a third-party review and comment as part of the design process.	01/15/2020 (Schedule) Plan set reviews vary	Receipt of design schedule and plan sets for review at each benchmark
The selected design firm and City will lead at least two public input sessions (at least one within the neighborhood) and utilize an online public engagement tool to guide the development of conceptual designs that will create the most desirable facility. The design firm will present conceptual designs to the Active Transportation Advisory Committee and the Transportation Committee. At least 50 participants will engage in the public input process.	04/30/2020	Meeting agendas, attendance and conceptual design drawings will be provided.
The selected design team will produce a set of final construction- and bid-ready Plans, Specifications and Estimates, along with a full bid package, for at least 2.5 miles of on-street bicycle/pedestrian infrastructure in the Porter, Deane, Garland, Sycamore and Poplar Street corridors for the city to bid for construction. All designs will be prepared to meet uniform design and construction standards, and where possible utilize Complete Streets and National Association of City Transportation Officials best practices for bicycle-friendly streets.	12/20/2020	Construction documents provided to be reviewed by a Walton Family Foundation consultant
Outcomes		
The City of Fayetteville will commit matching funding in the minimum amount of \$410,000 and cover any remaining costs to complete the project design and construction documents.	12/20/2019	Letter from Mayor
The City will commit to utilizing the <i>City of Fayetteville Targeted Bicycle Network Strategy</i> developed for the NWARPC by Toole Design to guide the Midtown Trail improvements.	12/20/2019	Letter from City Engineer
The City will approve the final construction plans and establish a phasing plan, construction schedule and funding plan for the project.	12/20/2020	Copy of approvals, preliminary schedule and funding plan