

**City of Fayetteville Staff Review Form**

**2022-0689**

**Legistar File ID**

**8/16/2022**

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

Alison Jumper

7/26/2022

PARKS & RECREATION (520)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends City Council approval to accept for a 50/50 matching grant of up to \$1.4M to support the construction of the Yvonne Richardson Community Center expansion and community outreach and approval of a budget adjustment.

**Budget Impact:**

2250.520.9255-5804.00	Parks Development
Account Number	Fund
46050.7540	Parks Projects (2019 Bonds) - YRCC Enhancements
Project Number	Project Title
<b>Budgeted Item?</b> <u>No</u>	Current Budget    \$                    -
	Funds Obligated    \$                    -
	Current Balance    \$                    -
<b>Does item have a cost?</b> <u>No</u>	Item Cost            \$                    -
<b>Budget Adjustment Attached?</b> <u>Yes</u>	Budget Adjustment    \$                    1,400,000.00
	Remaining Budget    \$                    1,400,000.00

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** V20210527  
150-22

**Change Order Number:** \_\_\_\_\_

**Approval Date:** 7/5/2022

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

**Comments:**



**MEETING OF AUGUST 16, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff

**FROM:** Alison Jumper, Parks, Natural Resources and Cultural Affairs Director

**DATE:** July 22, 2022

**SUBJECT:** Request to accept a grant from the Walton Family Foundation to support the expansion of the Yvonne Richardson Community Center

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**RECOMMENDATION:**

Staff recommends City Council accept a 50/50 matching grant of up to \$1.4M to support the construction of the Yvonne Richardson Community Center expansion and community outreach and approval of a budget adjustment.

**BACKGROUND:**

The Yvonne Richardson Community Center (YRCC), located in central Fayetteville provides critical programming for Fayetteville residents. The facility has served the community in its current building since 1996 with the support of Friends of the YRCC, an independent non-profit partner that advises and provides support for programming at the Center. The YRCC has undergone minor modifications to keep it updated over the years, but otherwise has not seen significant change.

In effort to better serve the needs of the community and expand programming opportunities, an expansion of the YRCC was identified as a priority project in 2018 as part of the bond measure. Initial funding has been used to create a master plan for the facility, which included working closely with Friends of the YRCC on a robust online and in person public input process that has resulted in a master plan for the building and property.

On July 5<sup>th</sup> the City Council granted permission to apply for the grant to fund construction.

**DISCUSSION:**

The top priorities from public input included adding flexible classroom space, a teaching kitchen and flexible multipurpose rooms for youth and adult programming. The master plan includes these priorities as well as additional storage, new entry, restrooms, updated gym flooring, welcoming front porch facing the street for community gathering, on-street parking and improvements to Buddy Hayes Park directly to the south of the facility.

A second level is envisioned that adds a small fitness area, classroom space and additional restrooms to further the Center's impact. Grant funds will enable the construction of an upper

shell for future programming and improvements to Buddy Hayes Park. Finish out of the second floor will be dependent on fundraising efforts. Grant funding may also support additional community outreach and engagement.

A draft grant letter is attached. Pending Council approval, a final grant letter will be issued to the City for signature via electronic document.

**BUDGET/STAFF IMPACT:**

The City has identified \$1.3M in bond funds for the YRCC expansion. This grant will add up to \$1.3M in matching construction funds and up to \$100,000 for additional community outreach during the grant period. The additional \$100,000 does not require a grant match. A budget adjustment is attached to recognize the grant revenue.

**Attachments:**

SRF

YRCC Expansion concept images

Draft Grant Letter

Budget Adjustment

PHASE 1



SAFE PEDESTRIAN CONNECTIONS & TRAILS

UPDATED EXISTING PARKING LOT & DUMPSTER LOCATION INCLUDING ADA, MOTORCYCLE, SCOOTER AND BICYCLE PARKING

ROCK ST IMPROVEMENTS IN FRONT OF YRCC INCLUDING ADA PARKING SAFE PEDESTRIAN CONNECTIONS & TRAILS

BUDDY HAYES CONNECTING TRAIL

MILL STREET IMPROVEMENTS













YRC CENTER  
YOUNG RESEARCH CENTER  
UNIVERSITY OF CALIFORNIA

WALTON FAMILY  
FOUNDATION



July 25, 2022

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

RE: Grant 00107338

Dear Lioneld,

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 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 \$1,400,000.00 to construct an expansion to the Yvonne Richardson Community Center and sustain public engagement and programming for residents in southeast 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,

Caryl M. Stern  
Executive Director





## Grant Agreement

July 25, 2022

Grant 00107338

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of up to \$1,400,000.00 to City of Fayetteville ("Grantee" or "City"). The project term will be August 01, 2022 to December 01, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct an expansion to the Yvonne Richardson Community Center (YRCC) and sustain public engagement and programming for residents in southeast Fayetteville. This grant is more fully described in Grantee's proposal dated July 06, 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: \$1,400,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Match Ratio	Requirement	Date
1	Up to \$750,000.00	1:1	<ul style="list-style-type: none"><li>• Signed Grant Agreement</li><li>• Documentation and approval of 1:1 match of up to \$750,000.00 committed by 09/01/2022</li></ul>	September 15, 2022
2	Up to \$650,000.00	1:1	<ul style="list-style-type: none"><li>• Documentation and approval of 1:1 match of up to \$650,000.00 committed by 09/01/2023</li><li>• Approval of progress report</li></ul>	September 15, 2023

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

**Installment 1:** One dollar for every one dollar of revenue committed from all sources by 09/01/2022, up to \$750,000.00. This payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein, and the Foundation's approval of the written documentation of matching funds committed.

**Expiration:** Qualifying matching contributions for Installment 1 must be committed and documented for the Foundation by September 15, 2022. In the event all 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 and applied to other Foundation match requirements may not be used to satisfy this match requirement.

**Installment 2:** One dollar for every one dollar of revenue committed from all sources by 09/01/2023, up to \$650,000.00. This payment 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 approval of the written documentation of matching funds committed.

**Expiration:** Qualifying matching contributions for Installment 2 must be committed and documented for the Foundation by September 15, 2023. In the event all 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 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: 1:1 Match Documentation	September 01, 2022
Progress Report	September 01, 2023
Payment Requirement: 1:1 Match Documentation	September 01, 2023
Progress Report	December 01, 2024
Final Report	December 01, 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](mailto:smartsimplehelp@wffmail.com). Please

reference Grant 00107338 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](mailto:HomeRegion@wffmail.com). Please reference Grant 00107338 in your communication.

[SIGNATURE PAGE AS FOLLOWS]

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 19, 2022 the Foundation will consider the Grantee to have declined the grant.

**Walton Family Foundation, Inc.**

By:

Caryl M. Stern  
Executive Director

**City of Fayetteville**

By:

Lioneld Jordan  
Mayor

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## Appendix A: City of Fayetteville

### Performance Measures

Goal: Improve the quality of life of underserved youth and all residents of Fayetteville through expansion of the Yvonne Richardson Community Center.			
<b>Outputs And Outcomes</b>			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City will add approximately 8,300 sf to the Yvonne Community Richardson Center facility and make improvements to adjacent Buddy Hayes Park. Improvements will include a teaching kitchen, flexible classroom space, fitness area and community gathering spaces as well as seating areas and sidewalk additions to Buddy Hayes Park.	12/01/2024	Certificate of Occupancy and inspection
Output	The City will increase the number and diversity of program offerings provided at YRCC, including: - hosting at least three six-week healthy eating programs including lessons focused on access to and preparing healthy foods - hosting on average 8-12 fitness classes per week - hosting on average 1.25 sessions per week dedicated to teen engagement (once a week with a monthly event) - hosting at least ten programmed social events to promote social cohesion and networking for neighboring residents	12/01/2025	Program records and shared marketing/communication efforts to advertise programming
Outcome	Participation in YRCC programs will increase by/to the following amounts: - At least 96 more participants per year in healthy eating and cooking programs. Baseline: 107 participants in 2022 thus far - At least 5,000 more participants per year in group classes. Baseline: 15 participants per class in 2022 thus far - At least 700 teens will participate in programming focused on education, socialization and career development. Baseline: 69 (through summer camp program) in 2022 thus far - At least 500 attendees at programmed social events. Baseline: 214 (over 2 events) in 2022 thus far	12/01/2025	Attendance of new/expanded programming will be compared to existing program.



Outcome	The percentage of participants in YRCC programming and events that indicate the Center has increased their sense of belonging (e.g. enhanced attachment to community, neighborhood and one another through friendships, civic engagement and social engagement) will increase following the improvements to the Center.	12/01/2025	In addition to attendance records, a pre-construction and post-occupancy qualitative survey comparing the perception of the existing Center and the improved Center will be conducted with program participants and Center guests. WFF will provide resources to assist in survey design/questions.
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