

**City of Fayetteville Staff Review Form**

**2017-0059**

**Legistar File ID**

**3/7/2017**

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

Chris Brown

2/7/2017

Engineering /  
Development Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

**Budget Impact:**

4470.621.8810-5314.00 and 5400.730.5800-5314.00

4470-Sales Tax Capital Improvements and 5400 - Water and Sewer

Account Number

Fund

02097.1 and 10027.1001

Stormwater Quality Management (Stormwater Quality Mgmt/Nutrient Reduct) and Wastewater Treatment/Water Quality Improvements

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 119,647.00

Funds Obligated \$ -

Current Balance **\$ 119,647.00**

**Does item have a cost?** Yes

Item Cost \$ 61,721.00

**Budget Adjustment Attached?** No

Budget Adjustment

#

Remaining Budget **\$ 57,926.00**

V20140710

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

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

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

Comments:

**MEETING OF MARCH 7, 2017**

**TO:** Mayor and City Council

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

**FROM:** Alan Pugh, Staff Engineer

**DATE:** February 3, 2017

**SUBJECT: Approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville**

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**RECOMMENDATION:**

Staff Recommends approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

**BACKGROUND:**

In 2015 the City of Fayetteville modified its contract with USGS to begin monitoring both flow and major pollutants at two location on major outfalls from the City, Town Branch and Mud Creek . This data is being gathered continuously and through sampling at various times in order to more closely model the pollutant concentrations in these streams. This combined with the flow data will give accurate information on the total amount of the various constituents being measured leaving the City at these points. The information produced by the gauges can be viewed on the USGS website by following:

Town Branch: <http://waterdata.usgs.gov/usa/nwis/uv?07048495>

Mud Creek: [http://waterdata.usgs.gov/ar/nwis/uv?site\\_no=071948095](http://waterdata.usgs.gov/ar/nwis/uv?site_no=071948095)

In 2015 the City of Fayetteville contributed \$61,721 to the stream gauge program and the USGS contributing \$10,000 in funds as well as providing and installing the equipment at no charge to the City. The 2016 program was approved at the same funding levels and scope of ~~2015~~as

**DISCUSSION:**

The proposed program would remain unchanged from 2016 with the exception of the elimination of one storm sample. The storm sample was eliminated to account for a drop in available cooperative funding through the USGS program. This is a nationwide shift in the USGS program funding allocations for the 2017 and 2018 fiscal years and does not a shift in the local office priorities or commitment to the program.

The proposed program would again include a continuous monitor stream gauge with sampling and determination of various pollutant concentrations at two locations within the City of Fayetteville. These locations would track continuous information regarding flow, turbidity, temperature and conductance. The sampling at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

The first station is located on Town Branch near Armstrong Ave and monitors a largely developed area that discharges into the West Fork of the White River which currently has Total Maximum Daily Load (TMDL) defined by ADEQ for turbidity. Monitoring just upstream of the West Fork allows the City to determine Fayetteville's contribution to this TMDL.

The second station is located on Mud Creek near Greg Avenue which is a tributary to the Illinois River. As you may be aware, the Illinois River phosphorus concentration is currently under dispute between the States of Arkansas and Oklahoma. Pending the outcome of this litigation, additional enforcement measures may be placed on Arkansas municipalities regulating both point and non-point source pollution. It would be beneficial to have a base line from which to judge the potential TMDL as well as monitor the progress of measures developed to reduce pollutants.

In addition to the items above, the recommendation also includes maintaining a crest stage gauge on Niokaska Creek at Township. This gauge has been useful in the past in determining the intensity of storm events and the extent of any flooding that they caused.

The total cost for the program described above would be \$66,721 with the USGS contributing \$5,000 in Cooperative Funding for a total cost to the City of Fayetteville of \$61,721. In addition to the Cooperative Funds, the USGS provided and installed the equipment at no cost to the City.

**BUDGET/STAFF IMPACT:**

As stated the total cost of the program would be \$66,721 with the USGS contributing \$5,000 in funding. The remaining \$61,721 would be split between projects managed by the Engineering Division and the Water and Sewer Department. As the information collected would benefit both departments equally, it is proposed to split the required funds 50/50 between the two projects, or a total of \$30,860.50 each.

**Attachments:**

Proposed Agreement with USGS



United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Lower Mississippi-Gulf Water Science Center  
Little Rock Office  
401 Hardin Road  
Little Rock, Arkansas 72211

January 30, 2017

Mr. Chris Brown, City Engineer  
City of Fayetteville  
113 West Mountain Street  
Fayetteville, Arkansas 72701  
(479) 575-8206

Dear Mr. Brown:

Enclosed are two copies of a Joint Funding Agreement (JFA) (17ESAR000000031) for the 2017 calendar year (January 1, 2017 to December 31, 2017) in the amount of \$61,721. The agreement includes operation, and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a storm event. If the proposed program meets your approval, please have the Mayor sign and retain one copy of the JFA and return a signed copy to the attention of Roxanne Childers at the above address.

Work performed with funds from this agreement will be conducted on a fixed-price basis and billed quarterly. We acknowledge Tracy Skelton, (479) 575-8206, to be the financial contact at the City of Fayetteville for this project. Our financial contact is Desvin Jones, (225) 298-5481, ext. 3114.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey and can be accessed by using the following link: <http://ar.water.usgs.gov/>.

We look forward to working with you during this project. If you have any questions or comments, please contact Dan Wagner at (479) 442-4888, ext. 201.

Sincerely,

W. Scott Gain, Director  
USGS LMG Water Science Center

Enclosures

DAW:rkc

Form 9-1366  
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

Customer #: 6000000775  
Agreement #: 17ESAR000000031  
Project #:  
TIN #: 71-6018462  
Fixed Cost  
Agreement YES

**THIS AGREEMENT is entered into as of the, 1st day of January, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation operation, and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a storm event. herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$5,000.00	January 1, 2017		December 31, 2017
  - (b) by the party of the second part during the period
 


Amount	Date	to	Date
\$61,721.00	January 1, 2017		December 31, 2017
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
Description of the USGS regional/national program:
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

**9-1366 (Continuation)**      Customer #: 6000000775      Agreement #: 17ESAR000000031

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

<p style="text-align: center;"><b>U.S. Geological Survey</b> United States Department of the Interior</p> <p style="text-align: center;"><u>USGS Point of Contact</u></p> <p>Name: Daniel Wagner Address: USGS LMG Water Science Center Northwest Arkansas Field Office 700 West Research Center Boulevard, MS 36 Fayetteville, AR 72701 Telephone: (479) 442-4888, ext. 201 Email: dwagner@usgs.gov</p>	<p style="text-align: center;"><b>CITY OF FAYETTEVILLE</b></p> <p style="text-align: center;"><u>Customer Point of Contact</u></p> <p>Name: Lionel Jordan, Mayor Address: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701 Telephone: (479) 575-8330 Email: mayor@ci.fayetteville,ar.us</p>
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**Signatures and Date**

<p>Signature:       Date: 2/7/17</p> <p>Name: W. Scott Gain Title: Director, USGS LMG Water Science Center</p>	<p>Signature: _____      Date: _____</p> <p>Name: Lionel Jordan Title: Mayor, City of Fayetteville</p>
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