

City of Fayetteville Staff Review Form

2018-0074

Legistar File ID

2/6/2018

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

Tim Nyander

1/19/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Staff recommends a resolution approving an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost \$ -

Budget Adjustment Attached? NA

Budget Adjustment \$ -

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 248-12, 59-06

Original Contract Number:

Approval Date:

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director *TN*

DATE: January 19, 2018

SUBJECT: 3rd Agreement with the Beaver Water District Pertaining to Protection of and Nutrient Reduction in the Beaver Lake Watershed

RECOMMENDATION:

City Staff recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND:

Because it is the sole source of drinking water for Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. Recognizing that there are both point and nonpoint nutrient sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects. In 2006 and 2012, the City and BWD entered into a 1st and 2nd agreement respectively, whereby both parties committed to actions aimed at achieving a net reduction of the Total Phosphorus load into the Lake. A few of the City's projects are below:

- ✓ Developed streambank protection and Low Impact Development ordinances
- ✓ Maintained annual wastewater discharge phosphorus loadings to below 0.5 parts per million (ppm)
- ✓ Restored several river and stream banks
- ✓ Executed extensive public education

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit for the Noland Wastewater Treatment Facility (WWTF) allows a 1.0 ppm phosphorus discharge into the White River. When the West Side WWTF was constructed and placed into operation, the total number of pounds the City could discharge to the White River almost doubled. BWD objected, requesting the phosphorus limit be reduced to 0.5 ppm, but withdrew their objections when the City entered this shared agreement, as the actions performed would create a much larger reduction of phosphorus into the watershed than would the more restrictive, and much more expensive, NPDES permit limit.

DISCUSSION

The benefits — both financial and environmental — of the work performed relating to the 1st and 2nd agreements are substantial, and City Staff intends to continue these type efforts. The partnership between BWD and the City further increased the benefits; many of these projects were joint efforts. As the City's NPDES discharge permit has just been renewed, BWD also recognizes the benefits, and requested the City enter a similar 3rd agreement. While significant progress has been made, many opportunities remain to reduce the nutrient loading to the White River

Attachments:

3rd Agreement

Resolution 248-12

Resolution 59-06

**Third Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

This Agreement is executed this _____ day of _____, 20____, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River, from 6.0 million gallons per day (mgd) to 11.2 mgd. The Noland WWTP discharges into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l on a monthly average basis. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would significantly increase the capital and operational costs for marginal reduction. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit.

In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006, with a Total Phosphorus limit of 1.0 mg/l. In order to retain the monthly average Total Phosphorus limit of 1.0 mg/l in the City's subsequent renewal permit, the City and BWD entered into a second agreement for the protection of the Beaver Lake watershed on December 18, 2012 (hereinafter referred to as the "Second Agreement"). Thereafter, ADEQ issued the renewal NPDES Permit for the Noland WWTP, with an effective date of March 1, 2013. Both the First and Second Agreements provided, among other things, that the City would implement nonpoint source reduction projects and would operate the Noland WWTP to achieve an effluent discharge of Total Phosphorus that is at or below 0.5 mg/l on an annual average basis and that is no more than an average daily load of 46.7 pounds (lbs.) from July 1 to October 1 of each year.

On or about November 30, 2017, ADEQ revoked and reissued the NPDES Permit for the Noland WWTP with an effective date of January 1, 2018 (hereinafter referred to as the "2018 Permit"). The City and BWD believe that the actions taken under the First and Second Agreements have been productive and that such actions should continue to warrant the retention of the 1.0 mg/l Total Phosphorus limit in order to produce better environmental benefits to Beaver Lake. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 lbs.
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs.
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.

9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs). This will include the Lake Sequoyah sediment dredging project, which upon completion will increase storage capacity in Lake Sequoyah and decrease sediment and phosphorus loadings to the Beaver Lake watershed.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation). This will include BWD's participation in and support of the Watershed Conservation Resource Center's West Fork White River Watershed Initiative. This project will reduce sediment and phosphorus loadings to the Beaver Lake watershed by restoring unstable streambanks, riparian areas, and associated wetlands. Also included will be BWD's participation in and support of a University of Arkansas Cooperative Extension Service program to train builders and developers on best practices to reduce sediment runoff from construction sites.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's (BWA's) current Beaver Lake Watershed Protection Strategy. This will include support of BWA's Pond Demonstration Research Project and its Pasture Renovation Program, which seek to reduce sediment and nutrient transport from farms into the Beaver Lake watershed.
12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Third Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

This Third Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the 2018 Permit.


**CITY OF FAYETTEVILLE,
ARKANSAS**

**BEAVER WATER
DISTRICT**

Date


Date

Lioneld Jordan
Mayor


Bill Watkins
President
Board of Directors

1/22/18

Sondra Smith
City Clerk


Woody Bassett
Secretary
Board of Directors

1/22/18

RESOLUTION NO. 248-12

A RESOLUTION APPROVING AN AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

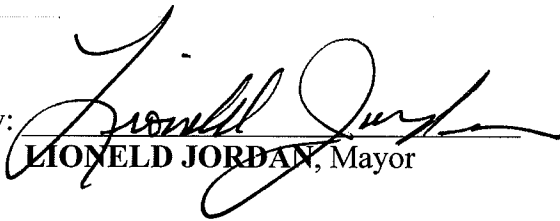
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed. A copy of the agreement is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



**Second Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

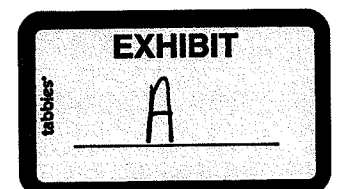
This Agreement is executed this 18th day of December, 2012, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would increase the operational costs. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit. In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006 (hereinafter referred to as the "2006 Permit"), with a Total Phosphorus limit of 1.0 mg/l.



ADEQ currently is in the process of again renewing the NPDES Permit for the Noland WWTP. The City and BWD believe that the actions taken under the First Agreement have been productive and that, if continued as follows, they warrant the retention of the 1.0 mg/l Total Phosphorus limit in the next renewal NPDES Permit for the Noland WWTP. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 pounds (lbs).
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs. (1.0 mg/l TP x 11.2 million gallons per day x 8.34 lbs per gallon).
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.
9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs) at levels consistent with the City's 2013 – 2017 Capital Improvement Plan.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation) at levels consistent with BWD's annual budget as approved by its Board of Directors.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's May 2012 Revised Beaver Lake Watershed Protection Strategy.

12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Second Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

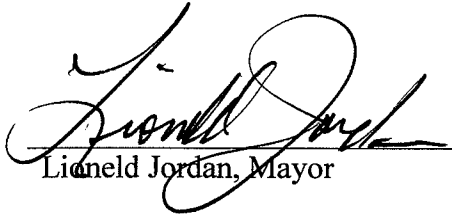
This Second Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the renewal NPDES Permit that replaces the 2006 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

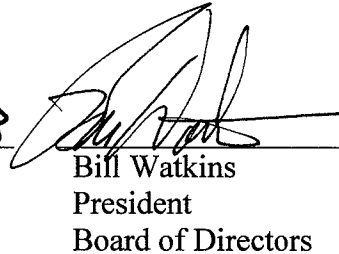
**BEAVER WATER
DISTRICT**

Date

Date


Lioneld Jordan, Mayor

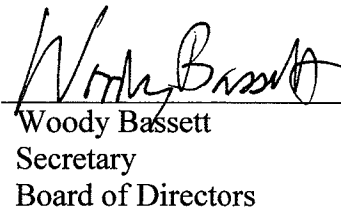
1/23/13


Bill Watkins
President
Board of Directors

1/17/13


Sondra Smith, City Clerk

1/23/13


Woody Bassett
Secretary
Board of Directors

1/17/13



City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

12/18/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

Action Required:

Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

\$ -
Cost of this request

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

\$ -
Remaining Balance

Water/Sewer
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director

30 Nov 12
Date

Previous Ordinance or Resolution # 59-06

Original Contract Date: 3/21/2006

Original Contract Number: N/A

City Attorney

11-30-12
Date

Paul a. Butler
Finance and Internal Services Director

11-30-2012
Date

Received in City
Clerk's Office
11-30-12 P02:12 RCVD
WDB

Don Man
Chief of Staff

12-3-12
Date

Received in
Mayor's Office

Mayor

12/4/12
Date



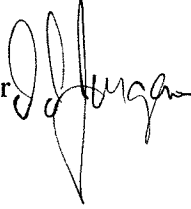
Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: November 29, 2012

Subject: Agreement with the Beaver Water District Pertaining to Protection of and Nutrient Reduction in the Beaver Lake Watershed

RECOMMENDATION

City Administration recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND

Because it is the sole source of drinking water for Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. Recognizing that there are both point and nonpoint nutrient sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects. In 2006, the City and BWD entered into an agreement whereby both parties committed to actions aimed at achieving a net reduction of the Total Phosphorus (TP) load into the Lake. A few of the City's projects are below:

- Hired a consultant to develop a Nutrient Reduction Plan;
- Developed streambank protection and Low Impact Development ordinances;
- Maintained annual wastewater discharge phosphorus loadings to below 0.5 parts per million (ppm);
- Restored several river and stream banks; and
- Executed extensive public education.

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit for the Noland Wastewater Treatment Facility (WWTF) allows a 1.0 ppm TP discharge into the White River. When we added the West Side WWTF, the total number of pounds we could discharge to the White River almost doubled, because our total allowable discharge volume increased from 12.6 million gallons per day (mgd) to 21.2 mgd. BWD objected, requesting the TP limit be reduced to 0.5 ppm, but withdrew their objections when we entered this shared agreement, as the actions performed would create a much larger reduction of TP into the watershed than would the more restrictive, and much more expensive, NPDES permit limit.

DISCUSSION

The benefits – both financial and environmental – of the work performed relating to the first agreement are substantial, and City Administration intends to continue these type efforts. The partnership between BWD and the City further increased the benefits; many of these projects were joint efforts. As the City's NPDES discharge permit is now being renewed, BWD also recognized the benefits, and requested the City enter a similar second agreement. While significant progress has been made, many opportunities remain to reduce the nutrient loading to the White River. This agreement is less restrictive than the 2006 agreement, but continues nonpoint source water quality improvements as well as restricting the annual wastewater discharge phosphorus loadings to below 0.5 ppm.

BUDGET IMPACT

None. In this agreement, the City commits only to use funds as identified within the 2013 – 2017 Capital Improvements Program.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed. A copy of the agreement is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**Second Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

*This was submitted
without signature. The
signed agreement is
at the front of the
packet.*

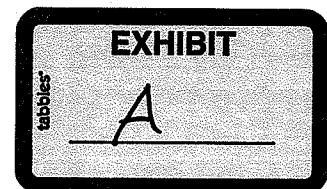
This Agreement is executed this 18th day of December, 20 12, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would increase the operational costs. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit. In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006 (hereinafter referred to as the "2006 Permit"), with a Total Phosphorus limit of 1.0 mg/l.



ADEQ currently is in the process of again renewing the NPDES Permit for the Noland WWTP. The City and BWD believe that the actions taken under the First Agreement have been productive and that, if continued as follows, they warrant the retention of the 1.0 mg/l Total Phosphorus limit in the next renewal NPDES Permit for the Noland WWTP. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 pounds (lbs).
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs. (1.0 mg/l TP x 11.2 million gallons per day x 8.34 lbs per gallon).
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.
9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs) at levels consistent with the City's 2013 – 2017 Capital Improvement Plan.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation) at levels consistent with BWD's annual budget as approved by its Board of Directors.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's May 2012 Revised Beaver Lake Watershed Protection Strategy.

12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Second Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

This Second Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the renewal NPDES Permit that replaces the 2006 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date

**BEAVER WATER
DISTRICT**

Date

Lioneld Jordan, Mayor

President
Board of Directors

Sondra Smith, City Clerk

Secretary
Board of Directors

RESOLUTION NO. 59-06

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE AND THE
BEAVER WATER DISTRICT FOR PROTECTION OF
THE BEAVER LAKE WATERSHED.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves an Agreement between the City of Fayetteville and the Beaver
Water District for protection of the Beaver Lake watershed. A copy of the
Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of March, 2006.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk



Agreement between
Beaver Water District and the City of Fayetteville
for the
Protection of the Beaver Lake Watershed

The City of Fayetteville (the City), and Beaver Water District (BWD) both recognize that protection of the region's water supply is of extreme importance to Northwest Arkansas. The purpose of this agreement is to achieve a net reduction of the load of Total Phosphorus (TP) into Beaver Lake. The City has for several years taken a proactive role in minimizing discharge of pollutants, especially phosphorus, into both the White and the Illinois Rivers. Because it is the sole source of drinking water for all of Northwest Arkansas, the City recognizes that the quality of water in this resource must be protected. Also recognizing the need to protect the source water for the region, BWD has implemented a proactive source water protection program emphasizing reduction of the load of nutrients and sediments into the Lake. Recognizing that there are both point sources and nonpoint sources within the watershed both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects.

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- BWD will continue to work with other jurisdictions within the Beaver Lake watershed with the intent of implementing a watershed wide comprehensive source water protection plan. The City and BWD will meet quarterly to review progress made by both parties in achieving the goals of this agreement.

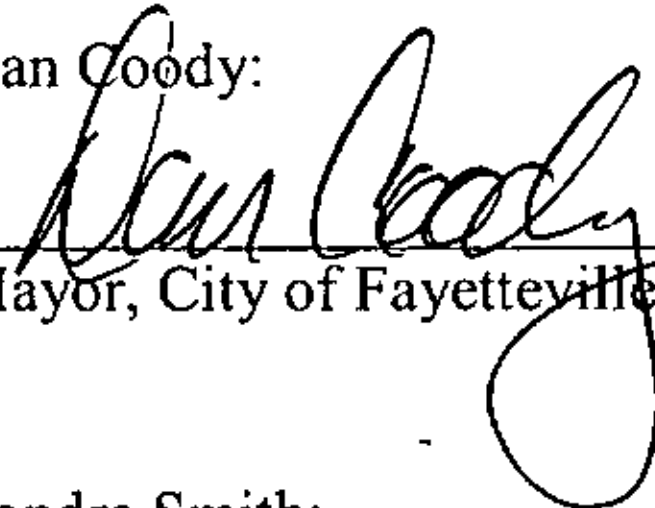
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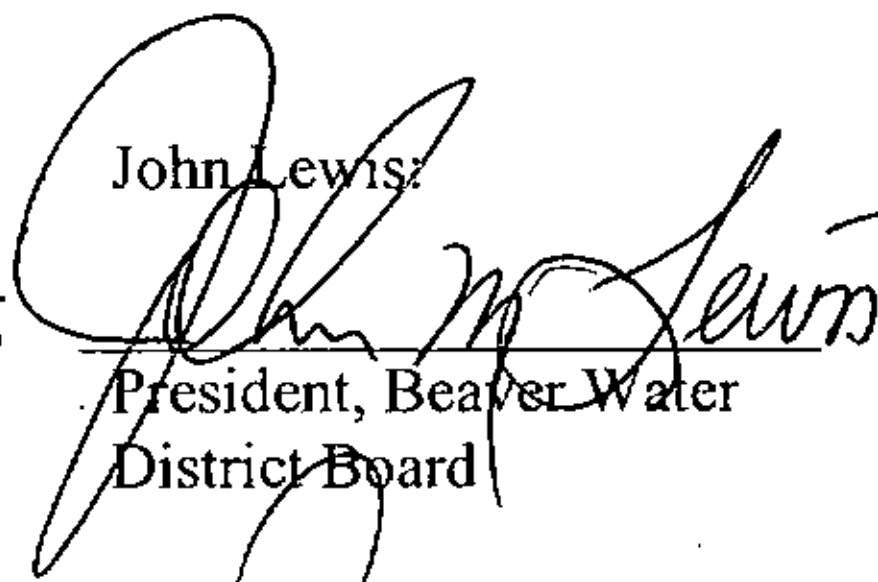
Dan Coody:


Mayor, City of Fayetteville

Date

3/27/06

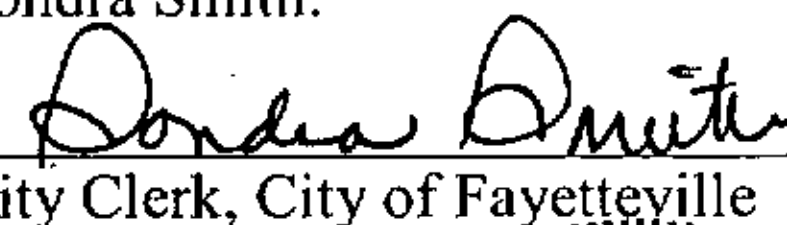
John Lewis:


President, Beaver Water
District Board

Date

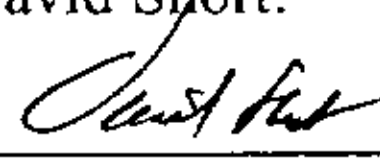
3.27.2006

Sondra Smith:


City Clerk, City of Fayetteville

3/27/06

David Short:


Secretary, Beaver Water
District Board

3/27/06



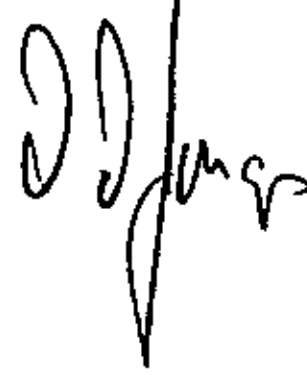
CITY COUNCIL AGENDA MEMO

Beaver
Water
District

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director



Date: March 8, 2006

Subject: Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

RECOMMENDATION

Fayetteville City Administration recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND

Because it is the sole source of drinking water for all of Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. The purpose of this agreement is to achieve a net reduction of the load of Total Phosphorus (TP) into the Lake. The City has for several years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the White and the Illinois Rivers. BWD has implemented a proactive source water protection program emphasizing reducing the nutrient and sediment loads. Recognizing that there are both point and nonpoint sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects.

DISCUSSION

The modifications underway to the City's wastewater system could result, over time, in a doubling of the discharge of treated effluent into the White River. Due to concerns over the potential increases in nutrient loading into Beaver Lake, the Arkansas Department of Environmental Quality has proposed reducing the City's NPDES Permit discharge limit for TP from 1.0 to 0.5 mg/l. Recognizing the City has a track record of maintaining the concentration of treated effluent below 0.5 mg/l, and that the more stringent limit of 0.5 mg/l would cause significant additional costs to the City while providing minimal benefits to water quality, this agreement proposes a series of actions that will allow the City to maintain its current NPDES discharge limit of 1 mg/l TP in exchange for partnering with BWD to reduce nonpoint sources of TP within the watershed. In essence, the agreement demonstrates the City's and BWD's commitment to show reductions of TP from nonpoint sources sufficient to offset the increased loading from the treatment plant allowed by the more liberal NPDES limit.

BUDGET IMPACT

The agreement commits the City to use \$200,000 per year for implementing nonpoint source reduction projects, 75% of which will be new funding or existing funding modified to address nonpoint source TP reduction. Any expenditures under this agreement will be subject to the City's normal purchasing approval process. The first year's expenditures are recommended to be made under the WSIP budget; following years expenditures shall be included in the stormwater program budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE BEAVER WATER DISTRICT FOR PROTECTION OF THE BEAVER LAKE WATERSHED.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Agreement between the City of Fayetteville and the Beaver Water District for protection of the Beaver Lake watershed. A copy of the Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of March, 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

From: Clarice Pearman
To: Jurgens, David
Date: 3.24.06 2:04PM
Subject: Beaver Water District

David,
I don't have a signed agreement from the Beaver Water District. Please let me know when I might expect one.
Thanks.
Clarice

Typo
don't use
Per
David

Agreement between
Beaver Water District and the City of Fayetteville
for the
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In order to accomplish the stated objective, the following actions have been agreed to by both parties.

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Dan Coody:

Date

John Lewis:

Date

Mayor, City of Fayetteville

President, Beaver Water
District Board

Sondra Smith:

David Short:

City Clerk, City of Fayetteville

Secretary, Beaver Water
District Board

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Dan Coody:

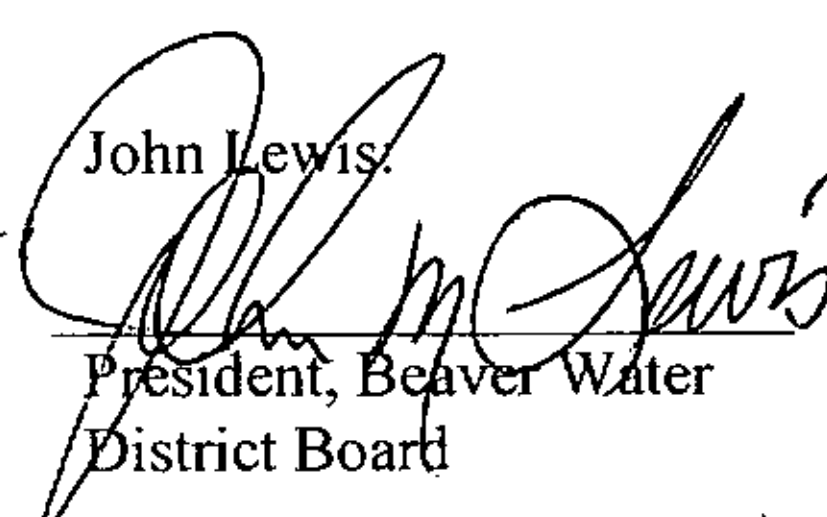


Mayor, City of Fayetteville

Date

3/27/06

John Lewis:



President, Beaver Water
District Board

Date

3.27.2006

Sondra Smith:



City Clerk, City of Fayetteville

3/27/06

David Short:

Secretary, Beaver Water
District Board



City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

21-Mar-06

City Council Meeting Date

David Jurgens
Submitted By

Water/Wastewater
Division

Water/Wastewater
Department

Action Required:

Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.


\$200,000.00
Cost of this request
4480-9480-5315.00
Account Number
02133-0001
Project Number


\$ 105,920,694.00
Category/Project Budget
\$ 101,151,046.20
Funds Used to Date
\$ 4,769,647.80
Remaining Balance

Wastewater System Imp Project
Program Category / Project Name
Water and Wastewater
Program / Project Category Name
Water/Sewer
Fund Name

Budgeted Item ☒ XX

Budget Adjustment Attached ☐


Department Director 9 MAR 06
Date


City Attorney 3/10/06
Date


Finance and Internal Service Director 3/10/06
Date



Mayor 3/10/06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office


Received in Mayor's Office


Comments:

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

ENG
12/29/08
AGREE
U.S. Geological
Survey

N/A Mayors Approval
City Council Meeting Date

Ron Petrie
Submitted By

Engineering
Division

Operations
Department

Action Required:

A Contract with the U.S. Geological Survey in the amount of \$19,640.00 for the operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville for the 2009 calendar year.

\$19,640.00

Cost of this request

\$

708,731

Category / Project Budget

Drainage/Phase 2 Stormwater Mgmt

Program Category / Project Name

4470-9470-5817.00

Account Number

\$

230,820

Funds Used to Date

Bridge and Drainage Improvements

Program / Project Category Name

02097

Project Number

\$

477,911

Remaining Balance

Capital Improvement Const

Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

59-06

Original Contract Date:

N/A

Original Contract Number:

N/A

City Attorney

Date

Received in City Clerk's Office

ENTERED

12-23-08

Finance and Internal Service Director

Date

Received in Mayor's Office

ENTERED

12/23/08

Mayor

Date

Comments:





City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, AR 72701
ph: 479-575-8206
fax: 479-575-8202

Date: December 22, 2008

To: Dan Coody, Mayor

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: Request for Mayor's approval to continue the joint funding agreement with the USGS for \$19,640 (City's share) for the operation and maintenance of three urban stream gauging stations in Fayetteville for the year 2009.

RECOMMENDATION:

Staff recommends approval of the joint funding agreement for 2009.

BACKGROUND:

Since 1998, the City of Fayetteville has participated in a joint funding agreement with the USGS for three urban stream gauging stations. This agreement consists of a cost-share for maintenance and data collection for rainfall and runoff recording stations located at:

Mud Creek Tributary at Township (in Gulley Park)
Town Branch at State Highway 62
Town Branch at State Highway 16 (in Walker Park)

DISCUSSION:

The attached agreement is for the 2009 calendar year, and requires payment of \$19,640 by the City and \$7,705 by the USGS.

The USGS collects rainfall and runoff data at these three sites, and provides this information to the City. In addition to providing urban rainfall and streamflow data for future drainage studies, these gauges also provide valuable information for the EPA Phase 2 NPDES stormwater monitoring requirements.

BUDGET IMPACT:

Funding in the amount of \$19,640 is available in the Drainage/Phase 2 Stormwater Management Budget. This contract will be paid from those funds.

ATTACHMENTS:

Staff Review Form

Letter from USGS dated 12-11-2008

USGS Joint Funding Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arkansas Water Science Center
401 Hardin Road
Little Rock, Arkansas 72211
Telephone: (501) 228-3600
Fax: (501) 228-3601
DUNS: 949284129

December 11, 2008

Mr. Ron Petrie, City Engineer
City of Fayetteville
125 West Mountain
Fayetteville, Arkansas 72701
(479) 575-8206

Dear Mr. Petrie:

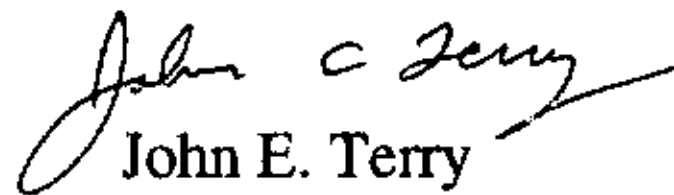
Enclosed is a Joint Funding Agreement (JFA) for operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville for the 2009 calendar year. Please sign the original agreement and return it to us.

Work performed with funds from this agreement will be conducted on a fixed-price basis and billed annually. We acknowledge Mary Alice, (479) 575-8206, to be the administrative contact for this project. Our billing contact is Suzanne Abernathy (501) 228-3603.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

We look forward to continuing to work with you in these hydrologic data-collection efforts. If you have any questions, please contact Jaysson Funkhouser at (501) 228-3663.

Sincerely,


John E. Terry
Director

Enclosures

JEF:rkc

THE UNIVERSITY OF CHICAGO

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**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Page 1 of 2
Customer #: AR026
Agreement #: 09C4AR026AR0300
Project #:
TIN #: 71-6018462
Fixed Cost Agreement ☒ Yes ☐ No

**FOR
Water Resources Investigations**

THIS AGREEMENT is entered into as of the 11th day of December, 2008, 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 for operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Busdiness Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville, 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 \$.

(a) \$7,705 by the party of the first part during the period
January 1, 2009 to December 31, 2009

(b) \$19,640 by the party of the second part during the period
January 1, 2009 to December 31, 2009

(c) 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.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

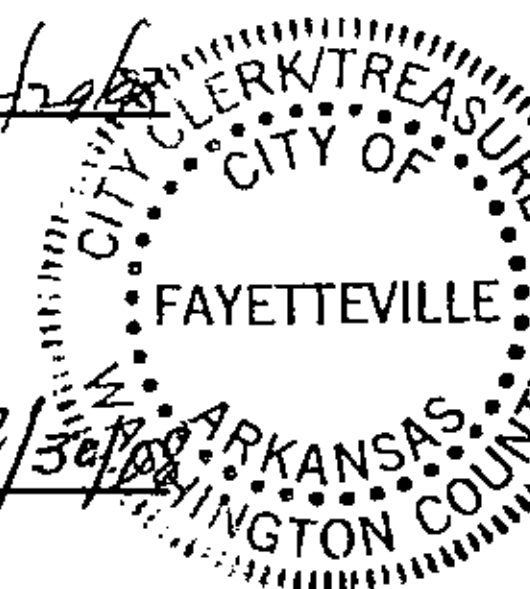
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party 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.
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.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: AR026
Agreement #: 09C4AR026AR0300
Project #:
TIN #: 71-6018462

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 annually. 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).

U.S. Geological Survey
United States
Department of the Interior

CITY OF FAYETTEVILLE

USGS Point of ContactName: John E. Terry, Director
Address: USGS Arkansas Water Science Center
401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3613
Email: jeterri@usgs.govCustomer Point of ContactName: Dan Coody, Mayor
Address: City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8330
Email: dcoody@ci.fayetteville.ar.usSignaturesBy John E. Terry Date 12/11/08
Name: John E. Terry
Title: Director, USGS AR Water Science CenterBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____SignaturesBy Dan Coody Date 12/11/08
Name: Dan Coody
Title: Mayor, City of FayettevilleBy Sondra E. Smith Date 12/31/08
Name: Sondra Smith
Title: City Clerk/TreasurerBy _____ Date _____
Name: _____
Title: _____

Clarice Pearman - U.S. Geological Survey

From: Clarice Pearman
To: Petrie, Ron
Date: 12.31.08 3:20 PM
Subject: U.S. Geological Survey
CC: Audit
Attachments: Audit

Ron:

Attached is a copy of your staff review item regarding the above referenced company. I am forwarding to you the original signed agreement for the U.S. Department of the Interior. Please let me now if there is anything else needed for this item. Have a safe holiday. Happy New Year!

Clarice