

City of Fayetteville Staff Review Form

2018-0076

Legistar File ID

2/6/2018

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

Tim Nyander

1/22/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the 2018 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? <u>Yes</u>	Current Budget \$ 190,653.31
	Funds Obligated \$ 56,624.56
	Current Balance \$ 134,028.75
Does item have a cost? <u>Yes</u>	Item Cost \$ 61,721.00
Budget Adjustment Attached? <u>No</u>	Budget Adjustment \$ -
	Remaining Budget \$ 72,307.75

V20140710

Previous Ordinance or Resolution # Ord. 5957

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF FEBRUARY 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Tim Nyander, Utilities Director

DATE: January 22, 2018

SUBJECT: **Approval of the 2018 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**

RECOMMENDATION:

Staff Recommends approval of the 2018 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 locations 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

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 and 2017 programs were approved at the same funding levels and scope of work.

DISCUSSION:

The proposed program would remain unchanged from 2016 and 2017 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

RECEIVED

JAN 16 2018

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

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

January 10, 2018

Mr. Chris Brown, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Brown,

Enclosed are two signed originals of our standard joint-funding agreements between the United States Geological Survey (USGS) and City of Fayetteville, during the period January 1, 2018 through December 31, 2018. 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 high flow event. The total cost of the program is for \$66,721. U.S. Geological Survey contributions for this agreement are \$5,000 and City of Fayetteville contribution is for \$61,721. Please sign and return one fully-executed original to **Desvin Jones, Administrative Specialist at the address of 3535 S. Sherwood Forest Boulevard Ste. 120 Baton Rouge, LA. 70816.**

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice, please contact Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at ddjones@usgs.gov. Also, you can contact William Baldwin by phone number (501) 228-3602 or email bbaldwin@usgs.gov to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

W. Scott Gain
Director, LMG Water Science Center

Enc.: 18ESAR000000031(2)

**Form 9-1366
(April 2015)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Agreement#: 18ESAR000000031
Customer#: 6000000775
Project #: ML00925
TIN #: 71-6018462
USGS DUNS #: 012790072**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2018, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, 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 the availability of appropriations and in accordance with their respective authorities there shall be 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 high flow 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) include In-Kind-Services in the amount of \$0.00

- (a) \$5,000 by the party of the first part during the period
January 1, 2018 to December 31, 2018
- (b) \$61,721 by the party of the second part during the period
January 1, 2018 to December 31, 2018
- (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.

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 cost, 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.

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ESAR000000031
Customer#: 6000000775
Project #: ML00925
TIN #: 71-6018462
USGS DUNS #: 012790072

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.)

USGS Technical Point of Contact

Name: William Baldwin
Little Rock Field Services Unit Chief
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3602
Fax: (501) 228-3601
Email: bbaldwin@usgs.gov

Customer Technical Point of Contact

Name: Lioneld Jordan
Mayor
Address: 113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (479) 575-8330
Fax:
Email: mayor@ci.fayettevill.ar.us

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov


Customer Billing Point of Contact

Name: Lioneld Jordan
Mayor
Address: 113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (479) 575-8330
Fax:
Email: mayor@ci.fayettevill.ar.us

U.S. Geological Survey
United States
Department of Interior

City of Fayetteville

Signature

By  Date: Jan 10, 2018
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: