

**City of Fayetteville Staff Review Form**

**2019-0026**

**Legistar File ID**

**2/5/2019**

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

Chris Brown

1/15/2019

ENGINEERING (621)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of portions of streams within the City of Fayetteville not to exceed a total grant amount of \$400,000 (City portion \$100,000).

**Budget Impact:**

4470.621.8810-5314.00

Sales Tax Capital Improvement

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater Quality Mgmt/Nutrient Reduct)

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 368,628.00

Funds Obligated \$ 112,399.40

Current Balance **\$ 256,228.60**

**Does item have a cost?** No

Item Cost \$ -

**Budget Adjustment Attached?** NA

Budget Adjustment \$ -

Remaining Budget **\$ 256,228.60**

V20180321

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

**Previous Ordinance or Resolution #** 6141

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

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

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

**Comments:**



**MEETING OF FEBRUARY 5, 2019**

**TO:** Mayor and City Council

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

**FROM:** Alan Pugh, Staff Engineer

**DATE:** January 15, 2019

**SUBJECT: Approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of a portion of stream within the City of Fayetteville not to exceed a total grant amount of \$400,000 (City portion \$100,000).**

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**RECOMMENDATION:**

Staff recommends approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of a portion of stream within the City of Fayetteville not to exceed a total grant amount of \$400,000 (City portion \$100,000).

**BACKGROUND:**

On January 3, 2019, City Council approved Resolution Number 6141 to waive competitive bidding and enter into a memorandum of understanding (MOU) with the Watershed Conservation Resource Center (WCRC). The resolution expressed the City's desire to work jointly with the WCRC to identify, fund and complete stream restoration projects, work together on nonpoint source (NPS) related issues associated with reducing nutrients, and improving riparian and other natural areas. To that degree, the City and WCRC have completed several restoration projects through this partnership. These projects include but are not limited to, the White River Riverbank Stabilization Project (2 separate areas), Niokaska Creek within Sweetbriar Park, Niokaska Creek within Gulley Park, West Fork of White River Airport Site and Ground Cherry Creek within the Kessler Mountain Regional Park.

**DISCUSSION:**

Wetland Program Development Grants (WPDGs) provide eligible applicants an opportunity to conduct projects that promote the coordination and acceleration of research, investigations, experiments, training, demonstrations, surveys and studies relating to the causes, effects, extent, prevention, reduction and elimination of water pollution. The City of Fayetteville shares these goals and the previously completed projects have been very successful. The City now has an opportunity to seek additional funding for projects in order to continue this partnership.

Historically, the time frame for submitting applications has not been conducive to developing the entire application and obtaining council approval before the application period ends. For this reason, staff is requesting approval to submit for the grant in advance of the application period

being opened. It is anticipated that the grant period will be opened in early spring, however, it has not been officially announced and will be dependent on available funding.

Although no single project has been finalized to date, staff has several areas in mind that are in need of repair. These sites are actively damaging property and contributing pollutants to our streams and waterways. In general, the considered locations are:

- Scull Creek just north of Van Asche Drive: includes damage to private property from large cut banks.
- Niokaska Creek downstream of Azalea Terrace: Includes an “s” turn in which a large amount of erosion is taking place and beginning to threaten private structures
- Within existing park land on a tributary to Flynn Creek near N Brookbury Crossing which also includes damage to private property
- Clear Creek directly downstream of Lake Fayetteville: includes damage to both public and private property

If approved, staff would identify the scope of repair for each site considered and determine which would fall within the terms of the grant. The project(s) would then be submitted to City Council for consideration. Ultimately, the City Council would make the determination of which project is pursued and have approval authority over accepting the grant.

**BUDGET/STAFF IMPACT:**

The Stormwater Quality Management/Nutrient Reduction project has been designated in part to fund projects that improve stormwater quality in the City of Fayetteville and would be proposed as the source for a portion of the matching funds (\$100,000). There are also funds allocated within the bond program for stream restoration projects and could be utilized for these activities. These funds would not be required until 2019 and the City Council would have authority to approve the grant award prior to the funds being encumbered.

**Attachments:**

Ordinance 6141



113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

**Ordinance: 6141**

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**File Number: 2018-0723**

**WATERSHED CONSERVATION RESOURCE CENTER MOU:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR A TERM OF FIVE YEARS TO ESTABLISH A GENERAL FRAMEWORK OF COOPERATION TO SEEK FUNDING, CONDUCT STREAM RESTORATION PROJECTS AND TO WORK TOGETHER ON NONPOINT SOURCE RELATED ISSUES

**WHEREAS**, the Watershed Conservation Resource Center is a nonprofit organization with regional experts that strive to protect, conserve and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government; and

**WHEREAS**, the City has successfully partnered with the Watershed Conservation Resource Center in the past to receive approximately \$3,100,000.00 in federal grants for stream restoration and the Watershed Conservation Resource Center has been instrumental in securing these grant funds due to its relationship with federal grant agencies and a proven track record of successful stream restoration projects; and

**WHEREAS**, the purpose of the Memorandum of Understanding is to establish a general framework for cooperation between the Watershed Conservation Resource Center and the City to seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and to work together on nonpoint source related issues associated with reducing nutrients and improving riparian and other natural areas.

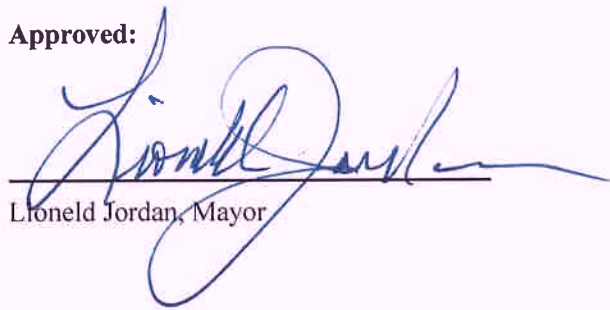
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**

**FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding between the City of Fayetteville, Arkansas and Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues for the next five years.

PASSED and APPROVED on 1/3/2019

**Approved:**



Lonel Jordan, Mayor

**Attest:**



Sondra E. Smith, City Clerk Treasurer



# City of Fayetteville, Arkansas

113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

## Text File

File Number: 2018-0723

Agenda Date: 1/3/2019

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

### WATERSHED CONSERVATION RESOURCE CENTER MOU:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR A TERM OF FIVE YEARS TO ESTABLISH A GENERAL FRAMEWORK OF COOPERATION TO SEEK FUNDING, CONDUCT STREAM RESTORATION PROJECTS AND TO WORK TOGETHER ON NONPOINT SOURCE RELATED ISSUES

**WHEREAS**, the Watershed Conservation Resource Center is a nonprofit organization with regional experts that strive to protect, conserve and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government; and

**WHEREAS**, the City has successfully partnered with the Watershed Conservation Resource Center in the past to receive approximately \$3,100,000.00 in federal grants for stream restoration and the Watershed Conservation Resource Center has been instrumental in securing these grant funds due to its relationship with federal grant agencies and a proven track record of successful stream restoration projects; and

**WHEREAS**, the purpose of the Memorandum of Understanding is to establish a general framework for cooperation between the Watershed Conservation Resource Center and the City to seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and to work together on nonpoint source related issues associated with reducing nutrients and improving riparian and other natural areas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding between the City of Fayetteville, Arkansas and Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues for the next five years.

**City of Fayetteville Staff Review Form**

**2018-0723**

\_\_\_\_\_  
Legistar File ID

**1/3/2019**

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

Chris Brown

12/12/2018

ENGINEERING (621)

\_\_\_\_\_  
Submitted By

\_\_\_\_\_  
Submitted Date

\_\_\_\_\_  
Division / Department

**Action Recommendation:**

Approval to waive competitive bidding and renew a Memorandum of Understanding (MOU) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation to seek funding and conduct stream restoration projects and other nonpoint source pollution related issues.

**Budget Impact:**

4470.621.8810-5817.00	Sales Tax Capital Improvement
_____ Account Number	_____ Fund
02097.1	Stormwater Quality Management
_____ Project Number	_____ Project Title
Budgeted Item? <u>Yes</u>	Current Budget      \$      95,528.00 Funds Obligated      \$      200.00 <hr/> Current Balance      \$      95,328.00
Does item have a cost? <u>No</u>	Item Cost      \$      -
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment      \$      - <hr/> Remaining Budget      \$      95,328.00

V20180321

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

Previous Ordinance or Resolution # 5645

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

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

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

Comments:



**MEETING OF JANUARY 3, 2019**

**TO:** Mayor and City Council

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

**FROM:** Alan Pugh, Staff Engineer

**DATE:** December 12, 2018

**SUBJECT:** **Approval to waive competitive bidding and renew a Memorandum of Understanding (MOU) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation to seek funding and conduct stream restoration projects and other nonpoint source pollution related issues.**

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**RECOMMENDATION:**

Staff recommends approval to waive competitive bidding and renew a Memorandum of Understanding (MOU) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation to seek funding and conduct stream restoration projects and additional nonpoint source pollution related issues.

**BACKGROUND:**

In January of 2014 the City Council approved ordinance 5645 which waived competitive bidding and approved the current MOU. This partnership has proven successful for many years as described further below.

**DISCUSSION:**

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, ecological services and green infrastructure.

The WCRC and the City have successfully partnered on multiple projects throughout this partnership. These projects have brought over \$3,100,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Seven stream and streambank restoration projects have been implemented that have resulted in over 11,900 tons of sediment and 8,500 lbs of total phosphorus reductions, annually from



streambank erosion, restored both aquatic and terrestrial habitat, protected City infrastructure, and improved aesthetics of City Parks and other properties

WCRC has been instrumental in securing these grant funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

**BUDGET/STAFF IMPACT:**

The proposed agreement has no budgetary impact. As tasks are identified, the "task order" with associated fee will be approved through the appropriate channels up to and including approval by the Mayor and City Council.

**Attachments:**

Ordinance 5645

Updated Memorandum of Understanding (MOU)

## MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

### A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

### B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, ecological services, and green infrastructure. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$3,100,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Seven stream and streambank restoration projects have been implemented that have resulted in over 11,900 tons of sediment and 8,500 lbs of total phosphorus reductions, annually

from streambank erosion, restored both aquatic and terrestrial habitat, protected City infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

#### C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

#### D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
  - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
  - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
  - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
  - d. Vegetation establishment and management at City sponsored stream restoration projects.
  - e. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order.
4. Shall possess a valid contractor's license issued by the Arkansas Contractor's Licensing Board when the cost of the work to be done on any project undertaken on behalf of the City pursuant to this MOU or any Task Order, including, but not limited to, labor and materials, is fifty thousand dollars (\$50,000.00) or more, as required by Ark. Code Ann. 17-25-101, *et seq.* A copy of the license shall be provided to the City at the time WCRC submits its proposal for such a qualifying project.

#### E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.

3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

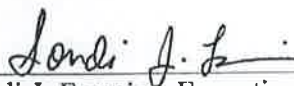
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director  
Watershed Conservation Resource Center  
380 West Rock Street  
Fayetteville, AR 72701  
Office Phone: 479-444-1916  
Cell Phone: 501-352-5252  
Office Fax: 928-396-2546  
E-mail: [formica@watershedconservation.org](mailto:formica@watershedconservation.org)


Chris Brown, P.E., City Engineer  
City of Fayetteville  
113 W: Mountain  
Fayetteville, AR 72701  
Phone: 479-575-8206  
Fax: 479-575-8202  
E-mail: [cbrown@fayetteville-ar.gov](mailto:cbrown@fayetteville-ar.gov)

Alan Pugh, Staff Engineer  
City of Fayetteville  
Phone: 479-575-8206  
E-mail: [apugh@fayetteville-ar.gov](mailto:apugh@fayetteville-ar.gov)

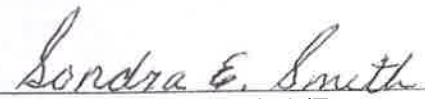
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

  
\_\_\_\_\_  
Sandi J. Formica, Executive Director  
Watershed Conservation Resource Center

Dec 21, 2018  
Date

  
\_\_\_\_\_  
Lionel Jordan, Mayor  
City of Fayetteville

01/08/2019  
Date

  
\_\_\_\_\_  
Sondra E. Smith, City Clerk/Treasurer  
City of Fayetteville

01/08/2019  
Date

**ORDINANCE NO. 5645**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

**WHEREAS**, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center; and

**WHEREAS**, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

**WHEREAS**, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

**PASSED** and **APPROVED** this 7<sup>th</sup> day of January, 2014.

APPROVED:

ATTEST:

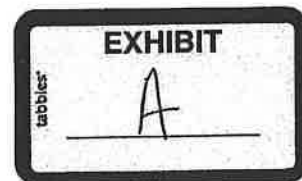
By:

  
LIONEEL JORDAN, Mayor

By:

  
SONDRA E. SMITH, City Clerk/Treasurer





## MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

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### A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

### B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$2,300,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Four stream and streambank restoration projects have been implemented that have resulted in over 4000 tons of sediment and 3,700 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City

infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

#### C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

#### D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
  - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
  - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
  - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
  - d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

#### E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.



F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

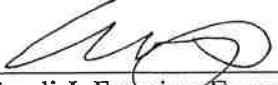
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director  
Watershed Conservation Resource Center  
380 West Rock Street  
Fayetteville, AR 72701  
Office Phone: 479-444-1916  
Cell Phone: 501-352-5252  
Office Fax: 928-396-2546  
E-mail: [formica@watershedconservation.org](mailto:formica@watershedconservation.org)

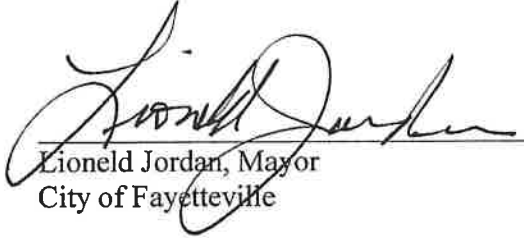
Chris Brown, P.E., City Engineer  
City of Fayetteville  
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Phone: 479-575-8206  
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E-mail: [cbrown@ci.fayetteville.ar.us](mailto:cbrown@ci.fayetteville.ar.us)

Sarah Wrede, E.I., Staff Engineer  
City of Fayetteville  
Phone: 479-575-8206  
E-mail: [swrede@ci.fayetteville.ar.us](mailto:swrede@ci.fayetteville.ar.us)

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

*S.J.F.*  
  
\_\_\_\_\_  
Sandi J. Formica, Executive Director  
Watershed Conservation Resource Center

12/18/13  
Date

  
\_\_\_\_\_  
Lioneld Jordan, Mayor  
City of Fayetteville

1/9/14  
Date

*Sandra E. Smith*  
\_\_\_\_\_  
Sondra E. Smith, City Clerk/Treasurer  
City of Fayetteville

01-09-14  
Date



City of Fayetteville Item Review Form

2013-0244

Legistar File Number

1/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

Does this item have a cost? No

\$0.00

Cost of this request

\$0.00

Category or Project Budget

n/a

Program or Project Name

n/a

Account Number

\$0.00

Funds Used to Date

n/a

Program or Project Category

n/a

Project Number

\$0.00

Remaining Balance

n/a

Fund Name

Budgeted Item?

Budget Adjustment Attached? No

V20130812

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

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

Comments:

*K. affa* 12-19-13

Paul a. Behm 12-19-2013

*Am. Khan* 12-19-13

*Kionel Jordan* 12/20/13

12-13-13 90:52 RCVD

*dmw*





www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

## CITY COUNCIL AGENDA MEMO

Council Meeting of January 7, 2014

**To:** Mayor and City Council

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

**From:** Sarah Wrede, Staff Engineer

**Date:** December 18, 2013

**Subject:** An ordinance to waive competitive bidding and renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

### PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City of Fayetteville to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The WCRC and the City have successfully partnered to receive over \$2,300,000 in federal grants for water quality and other environmental improvements. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

### RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

### BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

**WHEREAS**, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed the Center; and

**WHEREAS**, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

**WHEREAS**, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

**PASSED and APPROVED** this 7<sup>th</sup> day of January, 2014.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, ecological services, and green infrastructure. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$3,100,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Seven stream and streambank restoration projects have been implemented that have resulted in over 11,900 tons of sediment and 8,500 lbs of total phosphorus reductions, annually

from streambank erosion, restored both aquatic and terrestrial habitat, protected City infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

#### C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

#### D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
  - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
  - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
  - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
  - d. Vegetation establishment and management at City sponsored stream restoration projects.
  - e. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

#### E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.

6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director  
Watershed Conservation Resource Center  
380 West Rock Street  
Fayetteville, AR 72701  
Office Phone: 479-444-1916  
Cell Phone: 501-352-5232  
Office Fax: 928-396-2546  
E-mail: [formica@watershedconservation.org](mailto:formica@watershedconservation.org)

Chris Brown, P.E., City Engineer  
City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479-575-8206  
Fax: 479-575-8202  
E-mail: [cbrown@fayetteville-ar.gov](mailto:cbrown@fayetteville-ar.gov)

Alan Pugh, Staff Engineer  
City of Fayetteville  
Phone: 479-575-8206  
E-mail: [apugh@fayetteville-ar.gov](mailto:apugh@fayetteville-ar.gov)



THIS MOU WAS UPDATED  
PLEASE SEE UPDATED VERSION

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

*S. F.*  
  
\_\_\_\_\_  
Sandi J. Formica, Executive Director  
Watershed Conservation Resource Center

12/12/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lioneld Jordan, Mayor  
City of Fayetteville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sondra E. Smith, City Clerk/Treasurer  
City of Fayetteville

\_\_\_\_\_  
Date