

City of Fayetteville Staff Review Form

2019-0202

Legistar File ID

4/16/2019

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

Peter Nierengarten

3/27/2019

SUSTAINABILITY/RESILIENCE (631)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of Tanglewood Branch within the Cultural Arts Corridor not to exceed a total grant amount of \$500,000 (City match portion \$175,000).

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # 6141 _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF APRIL 16, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Peter Nierengarten, Sustainability Director

CC: Chris Brown, City Engineer

DATE: March 27, 2019

SUBJECT: Approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of Tanglewood Branch within the Cultural Arts Corridor not to exceed a total grant amount of \$500,000 (City match portion \$175,000).

RECOMMENDATION:

Staff recommends approval to submit an EPA Region 6 Wetland Program Development Grant application for the restoration of Tanglewood Branch within the Cultural Arts Corridor not to exceed a total grant amount of \$500,000 (City portion \$175,000).

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. Previously, the City and WCRC have completed several restoration projects through other partnerships. Completed 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:

In December 2018, WCRC completed a conceptual design for the restoration of Tanglewood Branch within the Fay Jones Woods as part of the Cultural Arts Corridor Project. This design would be the basis of an application for an EPA Region 6 Wetland Program Development Grant to fund a portion of the stream restoration work along Tanglewood Branch. Construction of the Tanglewood Branch Restoration would be completed in tandem with the Fay Jones Woods construction in 2020/2021.

BUDGET/STAFF IMPACT:

The City's required matching funds (\$175,000) for this project are proposed to come from the bond issuance for the Cultural Arts Corridor Project and are contingent upon successful passage of that question. City matching funds would not be required until late 2019 or 2020 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

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.

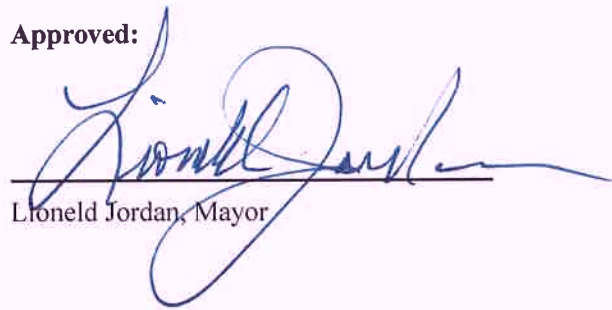
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

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:


Lionel 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?	Yes	Current Budget	\$ 95,528.00
		Funds Obligated	\$ 200.00
		Current Balance	\$ 95,328.00
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	NA	Budget Adjustment	\$ -
		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.**

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.

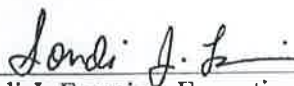
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

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

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

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

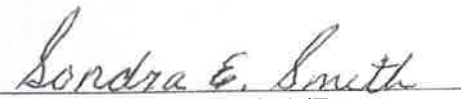
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.


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 7th day of January, 2014.

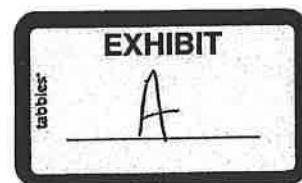
APPROVED:

ATTEST:

By: 
LIONEL 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, 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

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@ci.fayetteville.ar.us

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

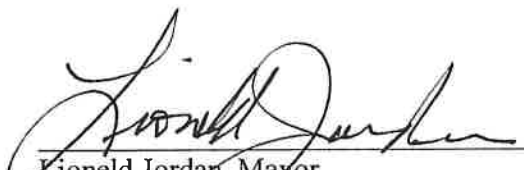
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

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:

[Signature] 12-19-13

Paul A. Behn 12-19-2013

[Signature] 12-19-13
[Signature] 12/20/13

12-13-13 10:52 RCVD

[Signature]





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 7th 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

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

Alan Pugh, Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: 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.



For 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