

City of Fayetteville Staff Review Form

2022-0430

Legistar File ID

6/7/2022

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

Chris Brown

5/11/2022

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Task Order No. 09 in the amount of \$73,000 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects

Budget Impact:

4470.621.8810-5314.00

4470-Sales Tax Capital Improvements

Account Number

Fund

02097.2015

Stormwater Quality Management (Stormwater  
Quality Mgmt/Nutrient Reduction)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 173,286.00

Funds Obligated \$ 49,776.35

Current Balance \$ 123,509.65

Does item have a cost? Yes

Item Cost \$ 73,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 50,509.65

V20210527

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

Previous Ordinance or Resolution # 6141

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

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

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

Comments:



**MEETING OF JUNE 7, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Chris Brown, Public Works Director

**FROM:** Alan Pugh

**DATE:** May 10, 2022

**SUBJECT:** **Approval of Task Order No. 09 in the amount of \$73,000 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects.**

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**RECOMMENDATION:**

Staff recommends approval of Task Order No. 09 in the amount of \$73,000 with the Watershed Conservation Resource Center for continuing native vegetation establishment efforts and performing minor adjustments within the stream as necessary to ensure the continued success of completed restoration projects.

**BACKGROUND:**

On January 3, 2019, City Council approved Ordinance 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, Niokaska Creek within Sweetbriar Park, Niokaska Creek within Gulley Park and the West Fork of White River Airport Site. This task order deals specifically with the West Fork White River Airport project.

**DISCUSSION:**

The MOU outlines a process by which task orders can be developed for various activities that are in line with the goal of reducing NPS pollution and restoring the City's streams. This Task Order is presented pursuant to the MOU and consists of continuing efforts to establish and maintain dense native vegetation as well as make minor modifications as necessary to the stream to ensure the continued success of the completed restoration projects.

Establishment of a high-density riparian zone consisting of native vegetation is critical in creating stream and river restoration project that will, upon maturity of the vegetation, be able to withstand the power of future flood events. This can take several growing seasons to achieve and ensure the native species are not overrun with invasive species. Also, minor adjustments occasionally need to be conducted within the stream or river channel restoration area to prevent cumulative degradation of the restoration project. This task order will provide funding to the WCRC to conduct activities on the WF White River Airport project and extension that help to ensure establishment of healthy, native vegetation and the channel stability of the restoration projects. This in turn will help to project the investments made by the City of Fayetteville to improve water quality, habitat and recreational values of our local streams and water bodies.

**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 the funds.

**Attachments:**

Task Order No. 09

Ordinance 6141

Memorandum of Understanding

**TASK ORDER NO. 9****VEGETATION AND CHANNEL STABILITY ESTABLISHMENT  
WEST FORK WHITE RIVER RESTORATION AT FAYETTEVILLE EXECUTIVE  
AIRPORT****STATE OF ARKANSAS****COUNTY OF WASHINGTON**

This Task Order is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 6141 executed on January 3, 2019. The referenced MOU pertains to potential stream restoration projects and associated services with the Watershed Conservation Resource Center (WCRC). This Task Order entered into and executed on the date indicated below the signature block by and between the City of Fayetteville (CITY) and WCRC sets forth the project description, schedule and associated fees for services related to maintaining and tending to the West Fork White River (WFWR) restoration project located at the Fayetteville Executive Airport. The stream restoration work that has been completed as part of two phases of work has been funded using a combination of Engineering Division funds as well as funds from the U.S. Environmental Protection Agency, USDA Natural Resources Conservation Service (NRCS), and local project partners.

**Section I - Project Description**

This project consists of ongoing maintenance of a river restoration project whose original implementation was funded, in-part, with City funds that came from the Engineering Division's budget. In 2021, an additional 1,600 linear feet of river restoration and wetland restoration was completed. Much of the new work completed in 2021 was performed on City of Fayetteville Airport property. The new work was funded by a NRCS grant matched with cash contributions from project partners including Beaver Water District and Beaver Watershed Alliance. No cash contribution from the City was required to complete the additional work. This Task Order will establish a framework for the City to provide continued project establishment and maintenance funding that supports the WFWR Restoration work that has been implemented at the Fayetteville Executive Airport. To date, the restoration work on the WFWR at the Fayetteville Airport has prevented 16,000 lb of Total Phosphorus loading to the WFWR and Beaver Lake. Establishment of a high-density riparian zone consisting of native vegetation is critical in creating stream and river restoration projects that will, upon maturity of the vegetation, be able to withstand the power of future flood events. Also, minor repairs need to be occasionally conducted within the stream or river channel restoration area to prevent cumulative degradation of the restoration project. To insure the long-term success of this project, the WCRC maintained and cared for the project, at their own expense after the expiration of the original grant. The City has been providing financial support for ongoing maintenance activities in order to foster long-

term success of this project that has helped to reduce sediment and nutrient loadings to Beaver Lake, our regions water supply source. The work also creates recreation opportunities and improved quality of life for residents of Fayetteville and the immediate area. This agreement will provide continued funding to the WCRC to conduct activities that help to continue to establish healthy, native vegetation and channel stability in order to protect the investment that the City has made to improve water quality, habitat, and recreational value of the WFWR.

## **Section II - Project Timeframe**

The WCRC will conduct the work from June 1, 2022 to May 31, 2023.

## **Section III - Scope of Services**

The WCRC will perform services that are targeted to maintain and improve the long-term functionality of the WFWR restoration project at the Fayetteville Executive Airport. These services include two major components: 1) Stream restoration maintenance activities that help to create long-term stability and 2) Vegetation Management. Stream restoration maintenance activities include but will not be limited to a) minor hand repairs of structural components of the restoration b) removal of unintended gravel deposition within the project site c) repair of soil mattresses and d) re-setting of boulders that may become displaced. Vegetation maintenance and management activities include but are not limited to a) irrigation of vegetation during summer months b) removal of invasive vegetation and c) planting additional native plants to enhance vegetation density. These funds are intended to cover costs associated with minor and routine maintenance of the site. Repair of damage to the project resulting from large infrequent flood events are generally not covered under this agreement and will be addressed under supplemental agreements. But, if necessary, these funds can be used towards major repairs.

## **Section IV - Fees and Payments**

WCRC will perform the above-referenced Scope of Services amounts not to exceed \$73,000 for this agreement.

## **Section V - Memorandum of Understanding in Effect**

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this TASK ORDER to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE


By: \_\_\_\_\_  
Mayor Lioneld Jordan

Attest: \_\_\_\_\_  
Kara Paxton, City Clerk

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

FOR WATERSHED CONSERVATION RESOUCCE CENTER

By:   
Sandi Formica

Attest:   
Matthew D. Van Lps

Date: May 10, 2022



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.

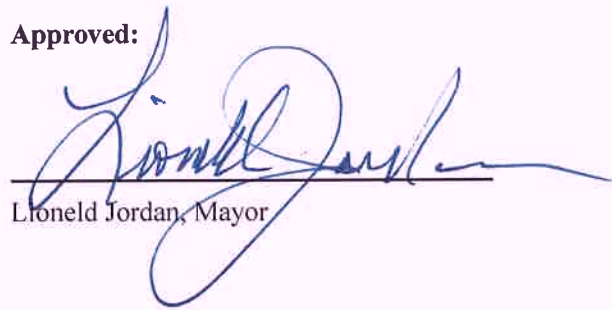
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**

**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:**

  
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	\$ -
Budget Adjustment Attached?		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.

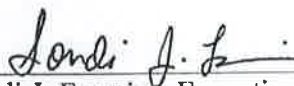
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

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)

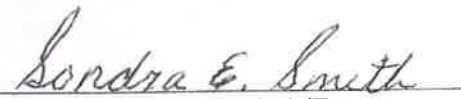
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

  
\_\_\_\_\_  
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.

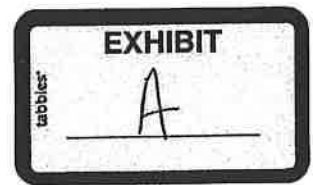
APPROVED:

ATTEST:

By:   
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](mailto:formica@watershedconservation.org)

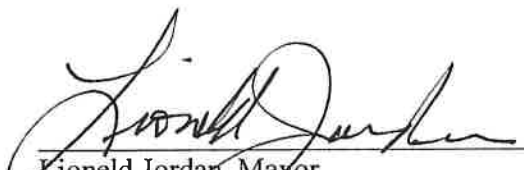
Chris Brown, P.E., City Engineer  
City of Fayetteville  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479-575-8206  
Fax: 479-575-8202  
E-mail: [cbrown@ci.fayetteville.ar.us](mailto:cbrown@ci.fayetteville.ar.us)

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:

*[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 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.
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4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
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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)

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