

City of Fayetteville Staff Review Form

2020-0129

Legistar File ID

3/3/2020

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

Chris Brown

2/7/2020

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the 2020 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

Budget Impact:

4470.621.8810-5314.00 and 5400.730.5800-5314.00

4470-Sales Tax Capital Improvement 5400-Water and Sewer

Account Number

Fund

02097.1 and 10027.1001

Stormwater Quality Management and Wastewater Treatment/Water Quality

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 210,000.00

Funds Obligated \$ 2,014.33

Current Balance **\$ 207,985.67**

Does item have a cost? Yes

Item Cost \$ 61,721.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 146,264.67**

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MARCH 3, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: February 7, 2020

SUBJECT: Approval of the 2020 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville

RECOMMENDATION:

Staff Recommends approval of the 2019 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

BACKGROUND:

In 2015 the City of Fayetteville modified its contract with USGS to begin monitoring both flow and major pollutants at two location on major outfalls from the City, Town Branch and Mud Creek . This data is being gathered continuously and through sampling at various times in order to more closely model the pollutant concentrations in these streams. This combined with the flow data will give accurate information on the total amount of the various constituents being measured leaving the City at these points. The information produced by the gauges can be viewed on the USGS website by following:

Town Branch: <http://waterdata.usgs.gov/usa/nwis/uv?07048495>

Mud Creek: http://waterdata.usgs.gov/ar/nwis/uv?site_no=071948095

In 2015 the City of Fayetteville contributed \$61,721 to the stream gauge program and the USGS contributing \$10,000 in funds as well as providing and installing the equipment at no charge to the City. The 2016 program was approved at the same funding levels and scope of work as 2015 and modified slightly in 2017 in order to stay within budget.

DISCUSSION:

The proposed program would remain unchanged from 2019. The proposed program would again include a continuous monitor stream gauge with sampling and determination of various pollutant concentrations at two locations within the City of Fayetteville. These locations would track continuous information regarding flow, turbidity, temperature and conductance. The

sampling at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

The first station is located on Town Branch near Armstrong Ave and monitors a largely developed area that discharges into the West Fork of the White River which currently has Total Maximum Daily Load (TMDL) defined by ADEQ for turbidity. Monitoring just upstream of the West Fork allows the City to determine Fayetteville's contribution to this TMDL. Initial results indicate that the stream may meet the TMDL for base flow conditions, however, it much higher during storm events.

The second station is located on Mud Creek near Greg Avenue and monitors a largely developed area that discharges into the Illinois River via Clear Creek. Clear Creek is currently on the impaired list for pathogens, however, has been found to meet water quality standards over the last few years. This gauge is in place to meet the sampling requirements in the Municipal Separate Storm Sewer (MS4) permit for discharge into an impaired waterway.

In addition to the items above, the recommendation also includes maintaining a crest stage gauge on Niokaska Creek at Township. This gauge has been useful in the past in determining the intensity of storm events and the extent of any flooding that they caused.

The total cost for the program described above would be \$66,721 with the USGS contributing \$5,000 in Cooperative Funding for a total cost to the City of Fayetteville of \$61,721. In addition to the Cooperative Funds, the USGS provided and installed the equipment in 2015 at no cost to the City.

BUDGET/STAFF IMPACT:

As stated the total cost of the program would be \$66,721 with the USGS contributing \$5,000 in funding. The remaining \$61,721 would be split between projects managed by the Engineering Division and the Water and Sewer Department. As the information collected would benefit both departments equally, it is proposed to split the required funds 50/50 between the two projects, or a total of \$30,860.50 each.

Attachments:

Proposed Agreement with USGS

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

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2020, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fayetteville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be operation and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a high flow event, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,000 by the party of the first part during the period January 1, 2020 to December 31, 2020
- (b) \$61,721 by the party of the second part during the period January 1, 2020 to December 31, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

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

Customer #: 6000000775
Agreement #: 20MLJFAARDA150
Project #: ML00925
TIN #: 71-6018462

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Shannon Williams
Associate Director
Address: 640 Grassmere Park Ste 100
Nashville, TN 37211
Telephone: (615) 837-4755
Fax: (615) 837-4799
Email: swilliams@usgs.gov

Customer Technical Point of Contact

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

USGS Billing Point of Contact

Name: Markeshia Watson
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3106
Fax:
Email: mwatson@usgs.gov

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

City of Fayetteville

Signature

By  Date: 12/16/2019
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: