

City of Fayetteville Item Review Form

2014-0107

Legistar File Number

3/18/2014

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

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

A Contract with the U.S. Geological Survey in the amount of \$21,528.00 for the operation and maintenance of 3 rainfall-runoff stations located at Niokaska Creek at Township, College Branch at Highway 62, and Town Branch Tributary at Highway 16 in the City of Fayetteville for the 2014 calendar year.

Does this item have a cost?  Yes

\$21,528.00

Cost of this request

\$419,235.22

Category or Project Budget

Stormwater Quality and Nutrient Reduction Plan

Program or Project Name

4470.9470.5817.00

Account Number

\$4,972.57

Funds Used to Date

Bridge & Drainage Improvements

Program or Project Category

02097

Project Number

\$392,734.65

Remaining Balance

Sales Tax Capital Improvement

Fund Name

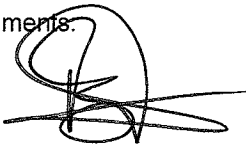
Budgeted Item?  Yes

Budget Adjustment Attached?  No

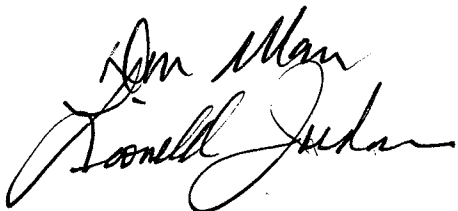
Previous Ordinance or Resolution # \_\_\_\_\_

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

Comments:



Paul A. Bueh



V20130812



## CITY COUNCIL AGENDA MEMO

Council Meeting of March 18, 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:** February 25, 2014

**Subject:** Approval to continue a joint funding agreement with the USGS for \$21,528 (City's share) for the operation and maintenance of three urban stream gauging stations in Fayetteville for the year 2013.

**PROPOSAL:** Since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey (USGS) for three urban stream gauging stations. This agreement consists of a cost-share for maintenance and data collection for rainfall and runoff recording stations located at:

Niokaska Creek at Township (in Gulley Park)  
College Branch at State Highway 62  
Town Branch Tributary at State Highway 16 (in Walker Park)

The attached agreement is for the 2014 calendar year, and requires payment of \$21,528 by the City and \$5,802 by the USGS.

The USGS collects rainfall and runoff data at these three sites, and provides this information to the City. In addition to providing urban rainfall and streamflow data for future drainage studies, these gauges also provide valuable information for the EPA Phase 2 NPDES stormwater monitoring requirements.

**RECOMMENDATION:** Staff recommends approval of the joint funding agreement for 2014.

**BUDGET IMPACT:** Funding in the amount of \$21,528 is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. This contract will be paid from those funds.

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

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY (U.S. DEPARTMENT OF THE INTERIOR) IN THE AMOUNT OF \$21,528.00 FOR THE OPERATION AND MAINTENANCE OF THREE (3) URBAN STREAM GAUGING STATIONS IN THE CITY FOR CALENDAR YEAR 2014

**WHEREAS**, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey (U.S. Department of the Interior) for the operation and maintenance of three urban stream gauging stations to record data concerning rainfall and runoff at Niokaska Creek in Gulley Park, College Branch at State Highway 62 and Town Branch Tributary in Walker Park; and

**WHEREAS**, the information obtained provides urban rainfall and streamflow data for future drainage studies as well as provides information for the City's EPA Phase 2 NPDES stormwater monitoring requirements; and

**WHEREAS**, the cost of the agreement to the City for 2014 exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived.

**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 an agreement (marked as Exhibit "A" attached hereto and made a part hereof) between the City and the U.S. Geological Survey (U.S. Department of the Interior) in the amount of \$21,528.00 for the operation and maintenance of three (3) urban stream gauging stations in the City for calendar year 2014.

**Page 2**  
**Ordinance No.**

**PASSED and APPROVED** this 18<sup>th</sup> day of March, 2014.

APPROVED:

ATTEST:

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

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

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #: AR026  
Agreement #: 14E4AR026AR0230  
Project #:  
TIN #: 71-6018462  
Fixed Cost  
Agreement YES

FOR

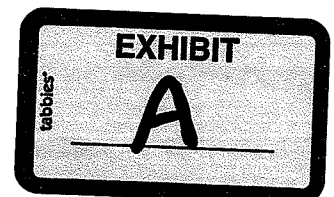
Water Resources Investigations

**THIS AGREEMENT is entered into as of the, 14th day of February, 2014 by the U.S. GEOLOGICAL SURVEY, 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 availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville 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) includes In-Kind Services in the amount of
  - (a) by the party of the first part during the period

Amount	Date	to	Date
\$5,802.00	January 1, 2014		December 31, 2014
  - (b) by the party of the second part during the period

Amount	Date	to	Date
\$21,528.00	January 1, 2014		December 31, 2014
  - (c) 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.
  - (d) 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 part 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.



**9-1366 (Continuation)**

Customer #:

AR026

Agreement #:

14E4AR026AR0230

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 costs, 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.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
 United States  
 Department of the Interior**

**CITY OF FAYETTEVILLE**

**USGS Point of Contact**

**Customer Point of Contact**

Name: David A. Freiwald, Director  
 Address: USGS Arkansas Water Science Center  
 Telephone: (501) 228-3618  
 Email: freiwald@usgs.gov

Name: Lioneld Jordan, Mayor  
 Address: City of Fayetteville  
 Telephone: (479) 575-8330  
 Email: mayor@ci.fayetteville.ar.us

**Signatures and Date**

Signature:  Date: 2/14/14

Name: David A. Freiwald  
 Title: Director, USGS AR Water Science Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: Lioneld Jordan  
 Title: Mayor, City of Fayetteville