

INTER-GOVERNMENTAL AGREEMENT
between the
Nebraska Department of Environmental Quality
and the
Lincoln Public Works and Utilities Department
Regarding the Implementation of the Section 319 Project Entitled

Lincoln Clean Water Projects

THIS INTER-GOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and Lincoln Public Works and Utilities Department (Sponsor), in accordance with the Interlocal Cooperation Act, Nebraska Stat. Sec. 13-801 to 13-807 (Reissue 1987) or Nebr. Rev. Stat. Sec. 81-1504 (Supp. 1997) of the Nebraska Environmental Protection Act, whichever is applicable.

WHEREAS, the Sponsor made a request to the NDEQ for Section 319 grant funds (CFDA #66.460), pursuant to the federal Clean Water Act and the Nebraska Nonpoint Source (NPS) Management Program, which have been made available to NDEQ through the Region VII Office of the U.S. Environmental Protection Agency (EPA); and

WHEREAS, these grant funds in an amount up to \$87,000.00 are to be used to implement this Section 319 NPS Project; and

WHEREAS, the Sponsor agrees to contribute at least \$58,000.00 in nonfederal match as cash and/or services in-kind for implementation of project activities; and

WHEREAS, the Sponsor agrees to comply with all provisions of the federal Clean Water Act as amended by the Water Quality Act of 1987, 33 U.S.C. §1251 *et seq.* and intends to use the funds as set out in this Agreement; and

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will begin on June 1, 2010 and will remain in effect until all identified tasks are completed for this Section 319 Project, unless terminated under §Q of this inter-governmental agreement, but will not remain in effect past June 30, 2012.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to complete a detailed Project Implementation Plan (PIP) outlining the project schedule and specific work items to be undertaken during the course of the project. This PIP must be approved by USEPA and NDEQ prior to any reimbursement request from Section 319 grant funds. A Quality Assurance Project Plan (QAPP) must be approved by NDEQ prior to any collection of environmental data and subsequent reimbursement request from Section 319 grant funds for monitoring activities.

2. The Sponsor agrees to submit semi-annual progress reports to the NDEQ by March 20 and September 20 each year for the duration of the project agreement. These reports shall contain the following components:
 - a. Progress to date
 - b. Significant findings or events
 - c. Corrective actions taken to resolve any problems that are encountered
 - d. Activities planned for the next reporting period
3. The Sponsor agrees that if indirect costs are authorized, as specified in the approved PIP, they will be charged at the approved indirect rate.
4. The Sponsor agrees that any contract, inter-governmental agreement, sub-agreement and/or procurement of equipment under this grant must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all sub-agreements and inter-governmental agreements will be provided to the NDEQ.
5. All equipment purchased with Section 319 grant funds must be approved by the NDEQ. Any such purchased equipment shall be retained by the NDEQ upon completion of the project unless otherwise authorized in writing by the NDEQ.
6. The Sponsor agrees that all water quality data collected under this grant shall be provided to the NDEQ.
7. The Sponsor agrees to recognize the contributions and/or involvement of the federal Nonpoint Source Management Program (authorized by Section 319 of the Clean Water Act and administered by EPA and NDEQ) in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met prior to publication. A minimum of 6 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ unless otherwise specified.
8. The Sponsor agrees to ensure that persons receiving cost-share assistance from Section 319(h) funds shall, where relevant, practice nutrient and pest management on those portions of their operations that fall in the critical area of the project.
9. The Sponsor agrees to maintain all practices or structural Best Management Practices developed or constructed under Section 319, consistent with the operation and maintenance requirements for structures or practices as described in standard engineering design or as identified in the Natural Resources Conservation Service's Field Office Technical Guides or other appropriate federal/state/local standards.
10. The Sponsor is required and hereby agrees to use, and require sub-contractors to use, a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Sponsor or Contractor is an individual or sole proprietorship, the following applies:

- a. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- b. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation

required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108
11. A final project report must be submitted to NDEQ within 75 days after completion of project tasks, but no later than the termination date of this agreement.

B. Grant Conditions

The following grant conditions shall be complied with by all recipients of federal grant funds.

- 1. The Sponsor agrees to comply with all the following provisions, rules and regulations (can be obtained from NDEQ):
 - a. Office of Management and Budget Circulars A-102, A-133, A-87 and 40 CFR Parts 31, 32, and 35.
 - b. Procurement standards of 40 CFR 31.32(g).
 - c. Prohibitive lobbying 18 U.S.C. Section 1913, Section 607(a) of Public Law 96.74, or Section 319 of Public Law 101-121.
 - d. Federal Register, Vol. 53, No. 102, Debarment and Suspension Under EPA, Assistance Loan and Benefit Programs.
 - e. Rules governing "Fair Share" of federal funds to Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Small Disadvantaged Businesses (SDBs), and Small Business in Rural Areas (SBRAs). Affirmative steps outlined in 40 CFR 30.44, or 40 CFR 33.240, or 40 CFR 35.6580, or Section 129 of Public Law 100-590, whichever is applicable. ("Fair Share" Percentages: Supplies, 5% MBE, 12% WBE; Equipment, 6% MBE, 11% WBE; Services, 5% MBE, 11% WBE; and Construction, 6% MBE, 8% WBE.) The Sponsor agrees to include in its bid specifications, and require all of its prime contractors to include in their bid specifications for subcontracts, a "Fair Share". The Sponsor agrees to document the official grant files with all efforts taken to achieve the "Fair Share" and to report quarterly to NDEQ all "Fair Share" procurement efforts regardless of the size of the sub-agreement.
 - f. Section 204 of the Demonstration Cities and Metropolitan Development Act of 1996 as amended (42 USC Section 3334).
 - g. Provisions of the American with Disabilities Act.
 - h. Hotel and Motel Fire Safety Act of 1990.
 - i. EPA Order 1000.25 regulating the use of recycled paper.

C. Statement of Costs

The Sponsor will submit no more often than once per calendar month a properly documented statement of costs for which reimbursement is sought and nonfederal match is claimed pursuant to the terms of this Agreement and the PIP. This statement of costs shall be signed by the Sponsor's authorized representative. For purposes of this agreement, reimbursable costs and nonfederal match claims shall be related to budget items as described in the approved PIP. Documentation of costs shall consist of paid receipts, signed time records, and/or similar verification of expenditures.

D. Disbursements

1. All requests for reimbursement of costs incurred by the Sponsor shall be reviewed within ten (10) working days of their receipt by the NDEQ. If costs are deemed ineligible, the Sponsor shall be notified by the NDEQ within ten (10) working days of the receipt of the request. Within forty-five (45) working days after the receipt of a properly documented reimbursement request, the NDEQ shall transmit payment to the Sponsor, the amount of the eligible cost. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. Payment will be contingent on required semi-annual progress reports and quarterly MBE/WBE reports being current.
3. NDEQ shall withhold 10%, but not less than \$10,000.00 of grant funds pending receipt and approval of the final project report.
4. The total amount of payments under this Agreement shall not exceed eighty-seven thousand dollars (\$87,000.00).
5. The Sponsor agrees to contribute at least fifty-eight thousand dollars (\$58,000.00) in nonfederal match as cash and/or services in-kind for implementation of project activities.

E. Work Description and Schedule

This project shall complete objectives and work items as described in the PIP. The PIP is hereby incorporated into this document in its entirety.

F. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the EPA or NDEQ.

G. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the PIP, including any amendments thereto which have been properly approved, shall result in the forfeiture of any funds not disbursed. In addition, if for any reason the project is not completed as described in the project PIP, including any amendments thereto that have been or are hereafter approved by the NDEQ, the NDEQ may recover from the Sponsor any or all funds disbursed.

H. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

I. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

J. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

K. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ, including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

L. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement. A single audit is required if \$500,000 or more is provided by the federal funding in any one year period. Verification of completion of the single audit report shall be sent to NDEQ.

M. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

N. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

O. Drug Free Workplace

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

P. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials, which are produced as a result of this Agreement.

Q. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

R. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ Project Manager

Candice L. Batenhorst
402-471-3098
Candice.L.Batenhorst@nebraska.gov

Sponsor Project Manager

Ben Higgins
402-441-7589
bhiggins@lincoln.ne.gov

III. SIGNATORIES TO THE INTER-GOVERNMENTAL AGREEMENT

Nebraska Department of Environmental Quality

Sig: Thomas R Lamberson Title: Deputy Director

Print: Thomas R. Lamberson

Date: May 30, 2010

Lincoln Public Works and Utilities Department

Sig: _____ Title: _____

Print: _____

Date: _____ Federal Tax ID Number: _____

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

Section 319 Project Implementation Plan

“City of Lincoln Clean Water Projects”

Submitted To

**Nebraska Department of Environmental Quality
U.S. Environmental Protection Agency**

August 31, 2009

August 31, 2009

TABLE OF CONTENTS

PROJECT SUMMARY..... 2
EXECUTIVE SUMMARY..... 3
BACKGROUND HISTORY..... 3
PROJECT GOALS..... 4
PROJECT PARTNERS..... 5
POLLUTANT SOURCE..... 5
POLLUTANT REDUCTION..... 5
MANAGEMENT PRACTICES..... 5
INFORMATION AND EDUCATION..... 6
SCHEDULE AND MILESTONES..... 6
EVALUATION CRITERIA..... 7
MONITORING..... 7
RESOURCES..... 7
REFERENCES..... 8

ATTACHMENTS:

MAP: Clean Water Projects

PARTIAL DESIGN PLANS: 48th St from Pioneers Blvd to Calvert St

PROJECT SUMMARY

Project Title: "City of Lincoln Clean Water Projects"

Project Sponsor: City of Lincoln, Nebraska, Public Works & Utilities, Watershed Management Division, 901 N 6th Street, Lincoln, Nebraska, 68508

Project Contact: Amanda Meder
901 N. 6th Street
Lincoln, Nebraska, 68508
402-441-7075
ameder@lincoln.ne.gov

Project Partners: City of Lincoln Watershed Management Division
Nebraska Department of Environmental Quality
College View Business Administration
NeighborWorks
Lower Platte South Natural Resources District
City of Lincoln Department of Parks and Recreation

Project Area: Salt Creek Watershed

Section 319 Funding Amount (FY09): \$87,000

Nonfederal Match Requirement: \$58,000

Project Duration: July 1, 2010 – June 30, 2012

EXECUTIVE SUMMARY

The City of Lincoln Watershed Management Division continues to develop successful community outreach efforts through demonstration and education projects. This project will utilize a grant education coordinator to develop and maintain interactive public participation and education programs and to create educational signage and materials for demonstration projects. This project will also implement a series of bioswales in a popular pedestrian and traffic corridor, the first in Lincoln designed to receive and treat runoff from the city street.

BACKGROUND/HISTORY

The purpose of the City of Lincoln Watershed Management Division is to improve water quality and manage stormwater. Our mission is to provide leadership and guidance in watershed management, by utilizing new technology and ecologically-based engineering and planning practices.

Over the past several years, the City has implemented programs, such as the City of Lincoln Rain Garden Program, that focused on a community based approach to watershed management. Additionally, the City has incorporated stormwater best management practice (BMP) demonstration projects to existing neighboring developments. Through our public education surveys and stormwater improvement efforts we have seen increased public awareness about rain barrels rise from 7% in 2008 to 41% in 2009 and the public interest in installing a rain garden rise from 10% in 2008 to 22% in 2009.

Given the rising interest in rain gardens and overall water quality efforts around the City, it is important to continue our efforts in improving water quality with the use of “green” infrastructure practices, such as rain gardens, bioswales, and detention ponds. To improve the quality of urban stormwater, Watershed Management is encouraging the inclusion of various Best Management Practices in street design. Also there is a continuing effort to educate the public about surface water quality encouraging public participation and creating outreach opportunities for the community. In keeping with this goal it is proposed to hire a grant education coordinator to manage information, education and outreach efforts surrounding the water quality portion of the 48th Green Street Project specifically and in general to create stormwater quality education and outreach opportunities for a variety of stormwater initiatives throughout the City.

A renovation and street beautification project has been designed for the portion of S. 48th Street between Calvert Street and Pioneers Blvd. This beautification project involves constructing bioswales into the South 48th Street improvements to capture and treat stormwater runoff. This neighborhood has a college campus on the east side of the street and business community on the west side of the street. The project includes redesigning and renovating intersections with decorative concrete to make the area more pedestrian friendly. Street parking will be retained to support the business community.

The complete renovation of utilities, street, curbing and intersections offers the opportunity to incorporate BMPs to treat at least a portion of the street runoff water. It was decided to incorporate a series of bioswales into the design to both serve as demonstration examples for the development community and to treat a portion of the street runoff which flows through the storm drain system into Beal Slough. This will incorporate the installation of four bioswales

with a cumulative infiltration area of over 5,000 square feet as part of an innovative Green Street project. The four bioswales each treat runoff from a drainage area of between 2 to 4 acres for a total drainage area of approximately 13 acres. Each of the bioswales will have inlets which direct the gutter flow of the street into the bioswales to be infiltrated or conveyed to the storm drain system (See attached map and design plans). These will be the first engineered bioswales in the City of Lincoln to receive and treat runoff directly from a city street. The bioswales are located between the sidewalk and the curb over a distance of four city blocks where they will be highly visible to both pedestrians and people in passing vehicles. Educational signs at strategic locations will offer excellent opportunities to engage the public with information about the water quality benefits of the bioswales.

In addition, the grant education coordinator will collaborate with two other projects designed to treat stormwater runoff: the Assurity Life Complex and the Greening of Antelope Valley Park System. Educational signage, outreach materials, mailings, and meetings for city residents will be created and implemented to further the stormwater public education and outreach efforts.

PROJECT GOALS

Goal 1. The Education Coordinator will provide education and outreach on new projects and to continue current stormwater public education and outreach efforts.

Objective 1. Conduct individual stormwater quality site evaluations to property owners interested in improving water quality through landscaping practices.

Objective 2. Teach at least four rain gardens or rain barrel classes per year.

Objective 3. Attend at least three public events per year and provide a booth or presentation on improving stormwater quality with landscaping practices at each event.

Objective 4. Provide information and education on the South 48th Green Street Corridor by creating on-site permanent educational signage and other methods of outreach.

Objective 5. Assist with information and education on the Assurity Life Office Complex and the greening of Antelope Valley Park System projects by creating permanent educational signage, mailings to watershed residents, and website information.

Goal 2. Install a 5,000 square foot plus bioswale as a demonstration site which receive and treat stormwater runoff from the South 48th Green Street Corridor street surfaces.

Objective 1. Construct a 5,000 square foot plus bioswale with the South 48th Green Street Corridor Project.

Objective 2. Reduce the amount of nutrients and other pollutants entering the storm drain system between Bancroft Street and Lowell Street, approximately 13 acres, which discharges to Beal Slough.

Objective 3. Provide permanent educational signage at two visible locations on site.

Objective 4. Review the constructed South 48th Green Street project annually and after major rain events for two years.

PROJECT PARTNERS

Financially contributing partners to the City of Lincoln Watershed Management Division are:

- Nebraska Department of Environmental Quality
- College View Business Improvement District
- NeighborWorks (a non-profit organization created by Congress to provide financial support, technical assistance, and training for community-based revitalization efforts)
- Lower Platte South Natural Resources District City of Lincoln Parks and Recreation Department will partner with the Education Coordinator, by assisting with the information and education outreach for the Assurity Life Office Complex and the Greening of Antelope Valley Park System projects

POLLUTANT SOURCE

The pollutant source for the South 48th Green Street is from vehicular traffic, parking lots, and groomed lawns. Typical urban pollutants include heavy metals, hydrocarbons, toxic chemicals, pet waste, fertilizer, pesticide, general debris, sediment, etc. EPA data indicates that sediment and nutrients (from fertilizer and animal waste) are two of the top three pollutants in 26% of rivers and streams tested (*USEPA, 2010*). Locally, six out of thirteen streams and lakes in the Lincoln area are categorized on the State of Nebraska's formal list of polluted waters indicating that they are unsuitable for their listed uses (*Nebraska Department of Environmental Quality, 2008*). Primary pollutants shown on this list include sediment, phosphorous, E-Coli and ammonia.

POLLUTANT REDUCTION

The drainage areas supplying water to the bioswales have from 20 to 50 percent impervious surfaces of streets and parking areas so that portion of runoff carries pollutants typical of automotive use. The remaining 50 percent to 80 percent of pervious area is groomed lawns. Runoff from the vegetated areas carries pollutants typical of turf grass namely nutrients, pesticides and pet waste. Bioswales are effective in slowing and reducing stormwater runoff. By installing the South 48th Green Street bioswales it is planned that the amount of nutrients, such as nitrogen and phosphorus, and other pollutants, such as sediments, will be reduced by 50 to 80 percent (*EPA, 1999*).

MANAGEMENT PRACTICES

Four separate bioswales, with a combined area of over 5,000 square feet and at least 15,000 cubic feet of detention and water quality treatment will be installed as part of the South 48th Green Street project. The bioswales have been designed to fully retain the water quality rain events of one inch or less for the local area. The City of Lincoln Watershed Management Division, NeighborWorks, and the College View Business Improvement District are working together to provide input for the construction of successful bioswales. The bioswales will be inspected annually and after each major storm event by Watershed Management staff for two years after installation. Additionally, the adjacent business association will provide biannual maintenance for the bioswale area during and after the initial two year period. After the first two years from installation, the bioswales will be maintained yearly by the College View Business Improvement District. Maintenance will include cleaning out the trash that has collected on the surface, and replacing, weeding, and cutting back plant material.

INFORMATION AND EDUCATION

Prior to 2002, when the City of Lincoln Watershed Management Division was formed, there was no local source of information providing city residents with the knowledge of how individuals could improve water quality and reduce stormwater runoff. Since then, the Division has been quickly working to improve surface water quality through demonstration projects, public participation, outreach and education.

Additionally, in 2004, the Division only began promoting Low Impact Development (LID) and the use of BMPs to improve water quality and reduce stormwater runoff. To successfully continue the implementation and promotion of these practices, it is essential to gain community acceptance. To achieve public support and improve community awareness of LID and BMPs, the Division is implanting demonstration projects and promoting public participation to increase individual involvement in improving water quality.

The South 48th Green Street demonstration is part of a larger transportation project being done to update traffic needs in the area. It was determined to include the green street demonstration aspect as this is in a prominent commercial, collegiate, and residential area which aims to revise the main roadway to a more walker, biker, rider and driver friendly corridor. Permanent educational signage will be provided after construction along the South 48th Green Street to explain what bioswales are, how they function and what water quality benefits they provide. In addition, permanent signage will be developed for two additional grant projects: Assurity Life Office Complex and the Greening of Antelope Valley Park System projects. Permanent signed will be designed to explain how the new treatment methods work and the benefits gained from these BMPs for stormwater quality.

To increase public participation and individual involvement in improving water quality, the education coordinator will provide property owner site evaluations to recommend BMPs for stormwater quality, update current educational documents and websites, teach rain barrel and rain garden classes, and make presentations and host booths at local public events.

The education coordinator will also assist in coordinating public meetings and open house events during the construction and completion of the South 48th Green Street bioswales, the Assurity Life Office Complex and the Greening of Antelope Valley Park System project. The education coordinator will develop factsheets and work with the City's Citizen Information Center on press releases on these stormwater improvement projects and additional city stormwater demonstration or education projects.

SCHEDULE AND MILESTONES

- June 2010 – Hire and train education coordinator
- July 2010 – Start construction of South 48th Green Street bioswales
- November 2010 – Complete construction of the South 48th Green Street bioswales
- May 2011 – Complete plantings and annual maintenance for South 48th Green Street bioswales.
- June 2011 – Show results (minimum of four rain garden or rain barrel classes as well as at least three other educational events) for previous year's educational and outreach efforts in annual report for FY2010-11
- May 2012 – Complete annual maintenance of S. 48th Green Street bioswales

- June 2012 – Show results (minimum of four rain garden or rain barrel classes as well as at least three other educational events) for previous year’s educational and outreach efforts in annual report for FY2010-11

EVALUATION

There are several evaluation mechanisms for this project. Evaluations will initially start with the design of the bioswales. City staff will work closely with the consultant during the design phase. Two reviews of plans will be conducted prior to initiating final designs. Once construction begins, the city will continually provide oversight to make sure construction is in accordance with final designs. Once built, the bioswales will be evaluated for both appearance and function. Aesthetic evaluations will be based on how well this site fits into the surrounding landscape. Data collected through the monitoring activities conducted outside this project will be used to determine the effectiveness of the bioswales at reducing pollutant loadings.

MONITORING

While the City of Lincoln will conduct monitoring for this project, it will not be conducted with Section 319 or city matching funds. The focus of the monitoring efforts will be on the South 48th Green Street bioswales. Event based sampling for total phosphorus and total suspended solids will be conducted from May 1, 2011 through September 30, 2011. The goal of this monitoring is to provide data to gauge the effectiveness of the 48th street bioswales in reducing phosphorus and solids loads. The final report for this 319 grant project will include any water quality monitoring results from this project.

RESOURCES

The budget consists of \$87,000 of Federal Section 319 grant funds which will be matched with \$58,000 of non-federal City and other funds for a total project budget of \$145,000. Expenses for contractual work are for construction of the South 48th Green Street Bioswales.

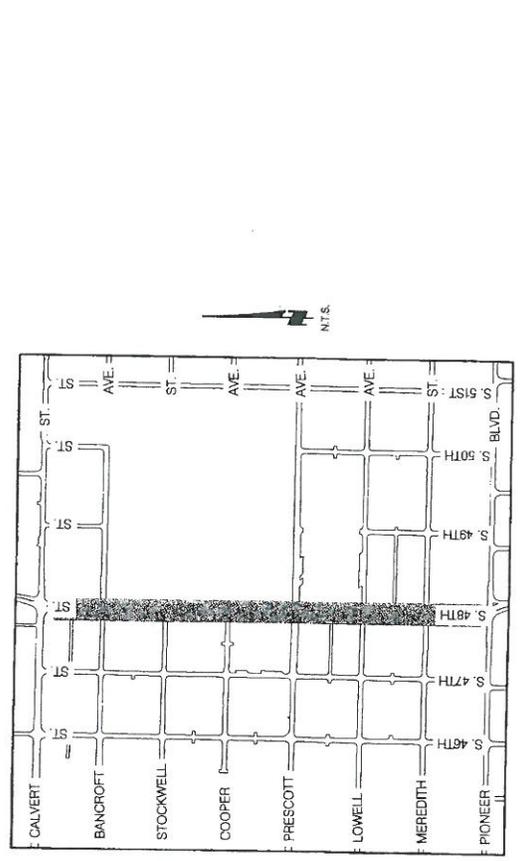
<u>Budget Category</u>	<u>Federal Section 319</u>	<u>Non-Federal Funding</u>	<u>Totals</u>
Personnel	\$50,000	\$30,000	\$80,000
Equipment & Supplies - <i>Brochures</i> - <i>Signage</i>	\$5,000	\$0	\$5,000
Contractual <i>Construction of bioswales</i> - <i>labor</i> - <i>gravel</i> - <i>excavation</i> - <i>storm pipe drainage</i> - <i>soil amendment</i> - <i>plants</i>	\$32,000	\$28,000	\$60,000
TOTAL COST	\$87,000	\$58,000	\$145,000

REFERENCES

- 2008 Surface Water Quality Integrated Report*. Rep. Lincoln: Nebraska Department of Environmental Quality Planning Unit, Water Quality Division, 2008. Print.
- Environmental Protection Agency. *Preliminary Data Summary of Urban Stormwater Best Management Practices*. EPA-821-R-99-012, August 1999. Washington, D.C.
- USEPA. "National Information". RIVER. Watershed Assessment, Tracking and Environmental Results: National Summary of State Information.
http://iaspub.epa.gov/waters10/attains_nation_cy.control#STREAM/CREEK/RIVER. Accessed January 21, 2010.

PROJECT NO. SHEET NO.
 CITY OF LINCOLN
 11111111

CITY OF LINCOLN, NE (2010)
 48th ST., FROM PIONEERS BLVD. TO CALVERT ST.
 PAVING C.I.P. #701751
 WATER C.I.P. #700222



SHT NO.	SHEET INDEX
1	COVER
2	SUMMARY OF QUANTITIES
3-4	TYPICAL SECTIONS
5	GENERAL NOTES
6-8	DETAILS
9	HORIZONTAL AND VERTICAL CONTROL
10	TRAFFIC CONTROL
11-15	GEOMETRICS
16-20	JOINTS AND GRADES
21-25	ROADWAY PLAN AND PROFILE
26-30	CONSTRUCTION AND REMOVAL
31-33	STORM DRAINAGE PLAN AND EROSION CONTROL
34-35	STORM DRAINAGE PROFILE
36-38	BOSWALE PLAN AND EROSION CONTROL
39-40	BOSWALE PROFILE
41-49	WATER MAIN PLAN
50-52	WATER MAIN PROFILE
53-62	TRAFFIC SIGNAL AND LIGHTING
63-66	PAVEMENT MARKING AND SIGNING

PROJECT CONTACT
 ENGINEERING SERVICES:
 DESIGN MANAGER
 HOLLY LIONBERGER
 531 WESTGATE BLVD.
 LINCOLN, NE 68528
 PHONE: (402) 441-8400
 EMAIL: HLIONBERGER@LINCOLN.NE.GOV

STREET OPERATIONS:
 SCOTT OFFER
 531 WESTGATE BLVD.
 LINCOLN, NE 68528
 PHONE: (402) 441-7651
 EMAIL: SOFFER@LINCOLN.NE.GOV



PRIOR TO CONSTRUCTION:
 CALL: 1-800-381-5566 OR 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLEVISION AND CITY OF LINCOLN UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE APPLICANT CONTRACTORS TO EXACTLY LOCATE AND PROTECT ALL EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.



COORDINATING PROFESSIONAL
 DARIN GOURKA, SCOTT SULLIVAN

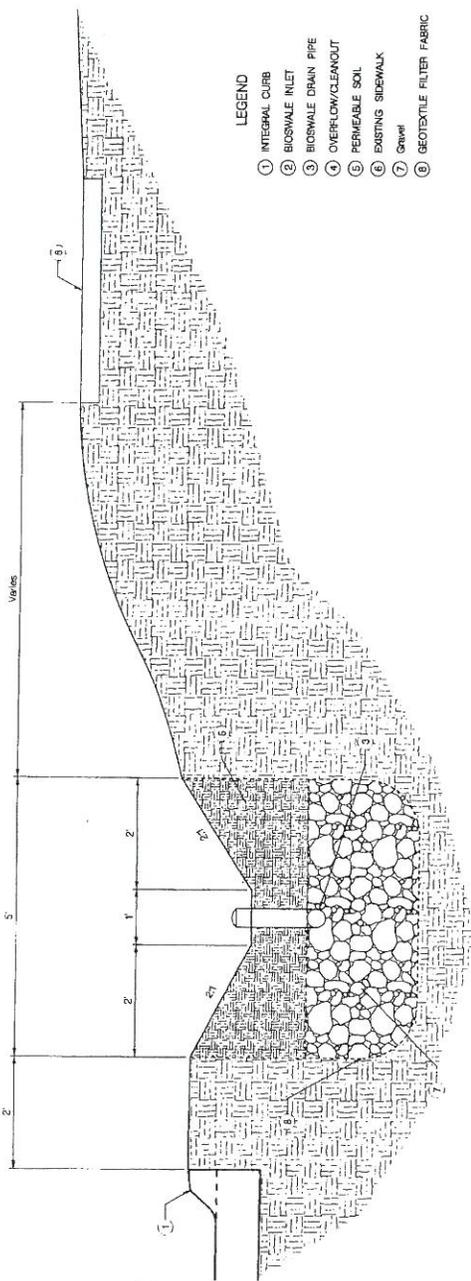
APPROVED FOR CONSTRUCTION

CITY ENGINEER'S OFFICE
 DATE COVER
 11-7-D-86

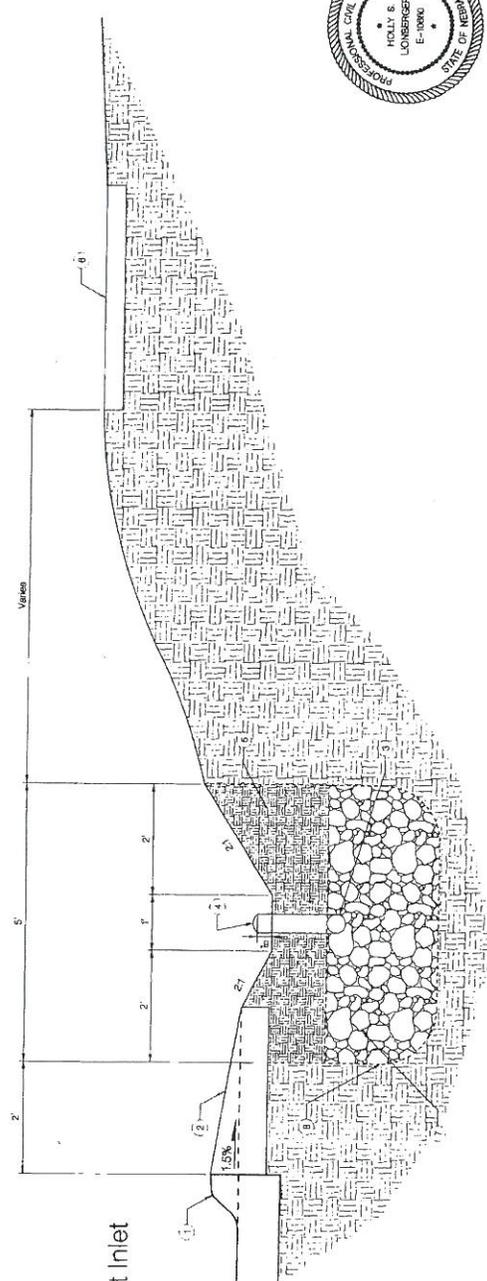
PROJECT NO.	707/51	SHEET NO.	6
CITY OF LINCOLN	PLANNING & DEVELOPMENT	DATE	02/19/2008
11111111	N.Y.C.	BY	PKS
		CHK	ML

PROJ: 707/51
 DATE: 02/19/2008
 DES: PKS
 CHK: ML
 APP: J. J. ...
 11111111

- LEGEND**
- ① INTEGRAL CURB
 - ② BIOSWALE INLET
 - ③ BIOSWALE DRAIN PIPE
 - ④ OVERFLOW/CLEANOUT
 - ⑤ PERMEABLE SOIL
 - ⑥ EXISTING SIDEWALK
 - ⑦ Gravel
 - ⑧ GEOTEXTILE FILTER FABRIC



Typical Bioswale Section

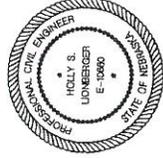


Bioswale Section at Inlet

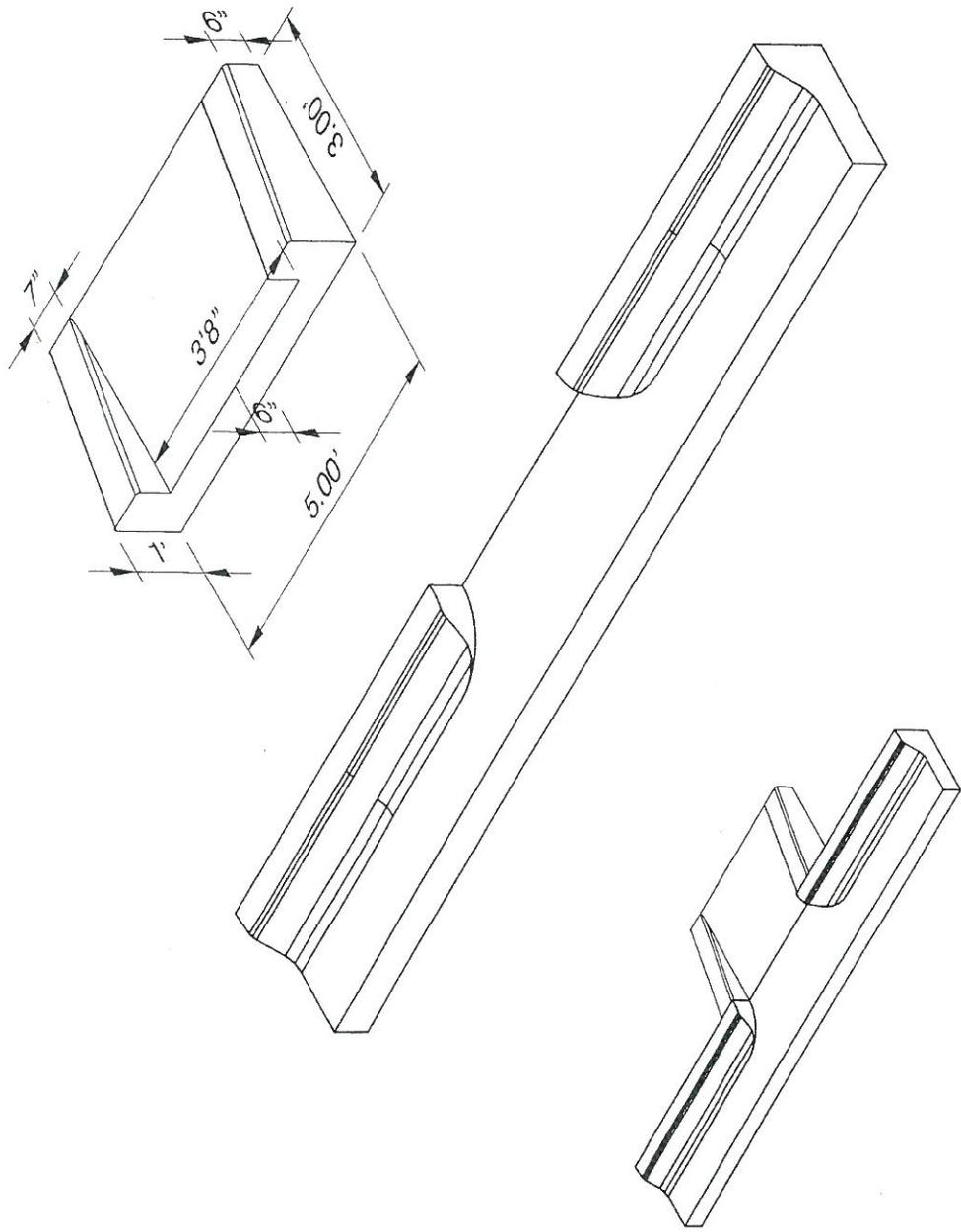


DETAILS
 117-D-86

PROJECT NO.	20126	SHEET NO.	7
DATE	5/2/2009	DATE	5/2/2009
BY	NSL	CHECKED	NSL
APP.		APP.	



BIOSWALE INLET DETAILS
117-D-88



PROJ. 20126
 DES. NSL
 DATE 5/2/2009
 APP. NSL

PROJECT NO. SHEET NO. 70751 36
 CITY OF LINCOLN
 117-D-06



106+00 107+00 108+00 109+00 110+00 111+00 112+00

BIOSWALE DRAIN PIPE 50.00025

NO.	STATION TO STATION	SIZE	LF.
1	107+08.06 - 112+00.00	4"	295
2	111+38.64 - 112+00.00	4"	7

OVERFLOW/CLEANOUT RISER, W/SCREEN 50.00071

NO.	STATION	OFFSET	SIZE	EA
1	108+16.00	25.00 FT.	4"x4"	1
2	108+06.00	25.00 FT.	4"x4"	1
3	109+18.00	25.00 FT.	4"x4"	1
4	108+06.00	25.00 FT.	4"x4"	1
5	110+18.00	25.00 FT.	4"x4"	1
B	110+06.00	25.00 FT.	4"x4"	1

BIOSWALE INLET 50.00071

STATION	OFFSET	EA
108+18.00	25.00 FT.	1
109+18.00	25.00 FT.	1
109+06.00	25.00 FT.	1
110+18.00	25.00 FT.	1
110+06.00	25.00 FT.	1

GEOTEXTILE FILTER FABRIC (AROUND GRAVEL) 50.00040

STATION TO STATION	SIZE	SY
109+08.89 - 110+81.00	RT.	430

GRAVEL FOR BIOSWALE 50.00010

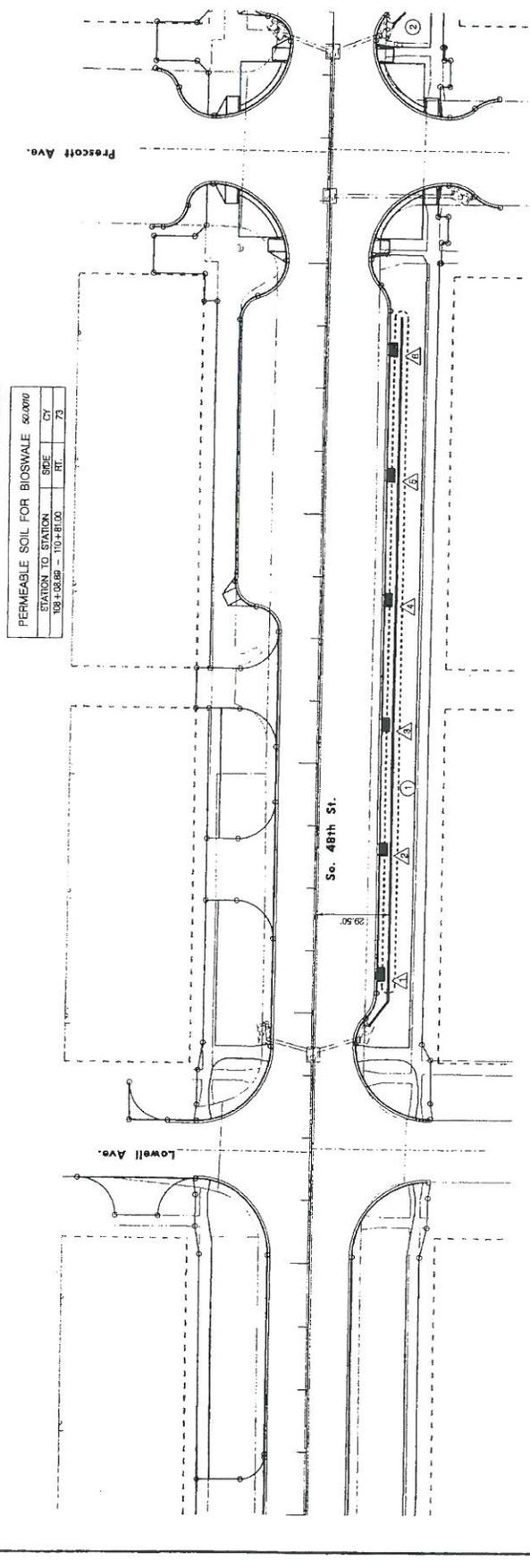
STATION TO STATION	SIZE	CY
108+08.89 - 110+81.00	RT.	95

PERMEABLE SOIL FOR BIOSWALE 50.00010

STATION TO STATION	SIZE	CY
108+08.89 - 110+81.00	RT.	73

TYPE I EROSION CONTROL BLANKET 50.00040

STATION TO STATION	SIZE	SY
108+08.89 - 110+81.00	RT.	197



BIOSWALE PLAN AND EROSION CONTROL
 117-D-06

PROJ. ATTORNEY
 DATE: 02/12/2008
 117-D-06

PROJECT NO. 20753
 SHEET NO. 37
 DATE 07/27/09
 DRAWN BY T.M.
 CHECKED BY T.M.
 APPROVED BY T.M.

112+00 113+00 114+00 115+00 116+00 117+00 118+00

BIOSWALE DRAIN PIPE

NO.	STATION TO STATION	SIZE	LF
3	112+00.00 - 114+18.17	4"	279
4	115+11.59 - 118+00.00	4"	189

OVERFLOW/CLEANOUT RISE, W/SCREEN

NO.	STATION	OFFSET	SIZE	EA
7	112+18.87	26.00 RT.	4"x4"	1
8	112+48.97	26.00 RT.	4"x4"	1
9	113+18.87	26.00 RT.	4"x4"	1
10	113+48.97	26.00 RT.	4"x4"	1
11	114+18.87	26.00 RT.	4"x4"	1
12	114+48.97	26.00 RT.	4"x4"	1
13	115+18.87	26.00 RT.	4"x4"	1
14	115+48.97	26.00 RT.	4"x4"	1
15	116+18.87	26.00 RT.	4"x4"	1
16	116+48.97	26.00 RT.	4"x4"	1

BIOSWALE INLET

STATION	OFFSET	EA
112+18.87	26.00 RT.	1
112+48.97	26.00 RT.	1
113+18.87	26.00 RT.	1
113+48.97	26.00 RT.	1
114+18.87	26.00 RT.	1
114+48.97	26.00 RT.	1
115+18.87	26.00 RT.	1
115+48.97	26.00 RT.	1
116+18.87	26.00 RT.	1
116+48.97	26.00 RT.	1

GEOTEXTILE FILTER FABRIC (AROUND GRAVEL)

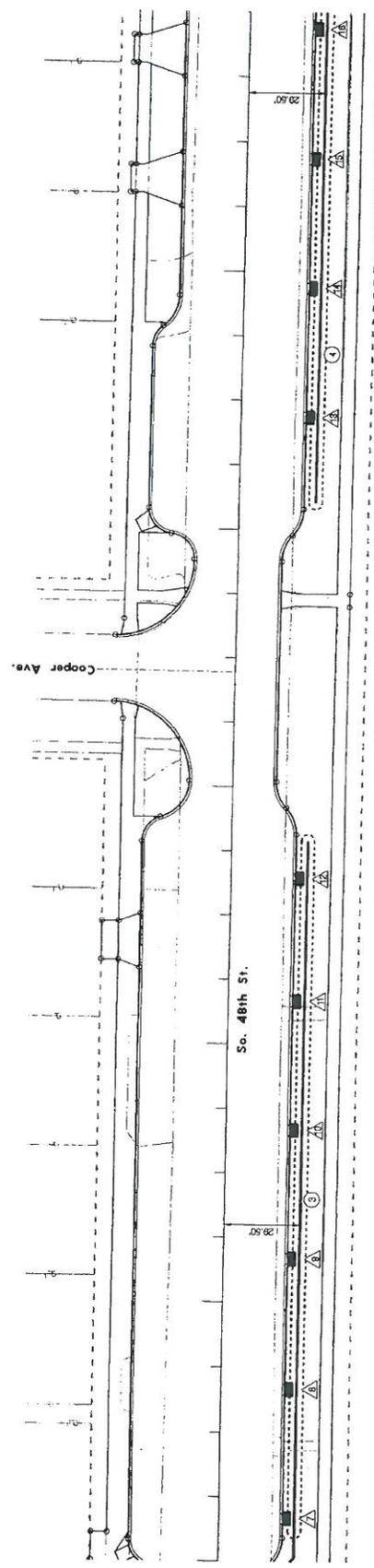
STATION TO STATION	SIZE	SY
112+00.75 - 114+18.27	RT.	438
115+08.69 - 118+00.00	RT.	303

GRAVEL FOR BIOSWALE

STATION TO STATION	SIZE	CY
112+00.75 - 114+18.27	RT.	98
115+08.69 - 118+00.00	RT.	63

PERMEABLE SOIL FOR BIOSWALE

STATION TO STATION	SIZE	CY
112+00.75 - 114+18.27	RT.	73
115+08.69 - 118+00.00	RT.	52



TYPE I EROSION CONTROL BLANKET

STATION TO STATION	SIZE	SY
112+00.75 - 114+18.27	RT.	107
115+08.69 - 118+00.00	RT.	117



BIOSWALE PLAN AND EROSION CONTROL

FROM: 07/27/09
 DATE: 07/27/09
 BY: T.M.
 FOR: 20753-BIOSWALE PLAN

This document was originally issued and sealed by Holly S. Lowmberger, E-10660, on 12-17-2009. This media kit may not be considered a certified document.

PROJECT NO. 70751 SHEET NO. 36
 CITY OF MINNAPOLIS
 17-D-06

119+00

NO.	STATION TO STATION	SIDE	SIZE	LF	CU
5	118+00.00 - 118+50.00	FT.	4"	320	
6	118+50.00 - 122+17.49	FT.	4"	320	

120+00

NO.	STATION	OFFSET	SIZE	EA
17	118+43.78	25.00 FT.	4"x4"	1
18	119+55.11	25.00 FT.	4"x4"	1
19	120+35.11	25.00 FT.	4"x4"	1
20	121+35.11	25.00 FT.	4"x4"	1
21	121+35.11	25.00 FT.	4"x4"	1
22	121+35.11	25.00 FT.	4"x4"	1

121+00

STATION	OFFSET	EA
118+00.00	25.00 FT.	1
119+50.00	25.00 FT.	1
120+35.11	25.00 FT.	1
121+35.11	25.00 FT.	1

122+00

STATION TO STATION	SIDE	SIZE	FT.	CU
118+00.00 - 118+50.00	FT.	4"	320	
119+50.00 - 122+17.49	FT.	4"	320	

123+00

STATION TO STATION	SIDE	SIZE	FT.	CU
118+00.00 - 118+50.00	FT.	4"	320	
119+50.00 - 122+17.49	FT.	4"	320	

124+00

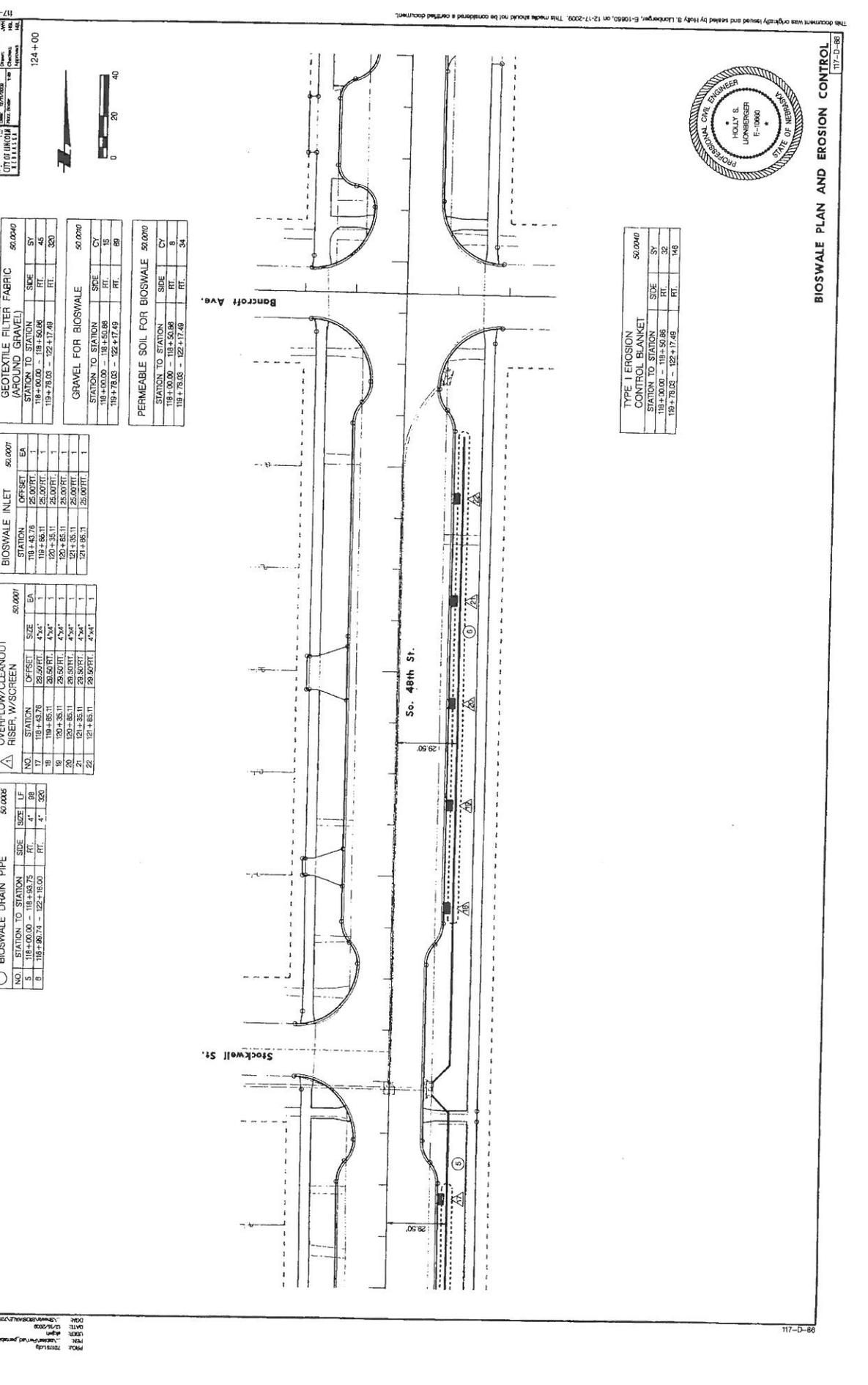
STATION TO STATION	SIDE	SIZE	FT.	CU
118+00.00 - 118+50.00	FT.	4"	320	
119+50.00 - 122+17.49	FT.	4"	320	

PERMEABLE SOIL FOR BIOSWALE 50.0000

STATION TO STATION	SIDE	FT.	CU
118+00.00 - 118+50.00	FT.	8	34
119+50.00 - 122+17.49	FT.	8	34

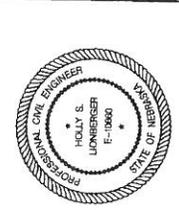
GEOTEXTILE FILTER FABRIC (AROUND GRAVEL) 50.0040

STATION TO STATION	SIDE	FT.	CU
118+00.00 - 118+50.00	FT.	45	15
119+50.00 - 122+17.49	FT.	45	15



TYPE I EROSION CONTROL BLANKET 50.0040

STATION TO STATION	SIDE	FT.	CU
118+00.00 - 118+50.00	FT.	32	8
119+50.00 - 122+17.49	FT.	32	8



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