

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO IMPLEMENT THE RAINSMART HOMEOWNER RAIN GARDEN REIMBURSEMENT PROGRAM FROM THE WATER QUALITY FUND FOR FISCAL YEAR 2015-2016, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator of the Department of Public Works to implement the RainSmart Homeowner Rain Garden Reimbursement Program from the Water Quality Fund for Fiscal Year 2015-2016, in the amount of \$25,000.00.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 5-20-2015

Preparer: William C. Payne

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # City Wide

A resolution authorizing Public Works Administrator to implement the RainSmart Homeowner Rain Garden reimbursement program in the amount of twenty-five thousand dollars (\$25,000) from the Water Quality Fund for FY 2015-2016.

Name of Vendor/Contractor/Grant, etc.	<u>Varies</u>	New Contract/Project?	<u>Yes</u>
Total project cost	<u>\$ 25,000</u>	Funds Budgeted? (YES or NO)	<u>No</u>
Total City of Chattanooga Portion	<u>\$ 25,000</u>	Provide Fund	<u>6030</u>
City Amount Funded	<u>\$ 0</u>	Provide Cost Center	<u>K70101</u>
New City Funding Required	<u>\$ 25,000</u>	Proposed Funding Source if not budgeted	<u>FY16</u>
City's Match Percentage	<u>% N/A</u>	Grant Period (if applicable)	

**List all other funding sources and amount for each contributor.**

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

**Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)**

FY16 Water Quality Fund \_\_\_\_\_

Approved by:

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: October, 2011



## City of Chattanooga Water Quality Program

### Homeowner Agreement Form

This Homeowner Rebate Agreement (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chattanooga, Water Quality Division of the Department of Public Works (“City”) and \_\_\_\_\_ (“Homeowner”), collectively “the Parties.”

This Agreement establishes the terms and conditions governing the Homeowner’s participation in the City’s RainSmart Program. The Homeowner owns an existing residence located at \_\_\_\_\_, Chattanooga, Tennessee \_\_\_\_\_ (Zip Code), (the “Property”) which is the location of the water quality device (“Water Quality Device”) that will be constructed and maintained as set forth in this Agreement. Homeowner represents that he/she/they are the sole owners of the Property, that there is no lease or other agreement or restriction concerning the Property prohibiting the installation and maintenance of a Water Quality Device.

The Homeowner will communicate with a representative from the City of Chattanooga’s Water Quality Program (“WQ Rep”) to provide appropriate information and schedule necessary inspections of the Project in order to complete program requirements for receiving a reimbursement.

In consideration of their mutual promises and commitments, City and the Homeowner hereby mutually agree as follows:

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- I. **Construction of the Water Quality Device.** By signing this Agreement, the Homeowner verifies his/her/their intent to construct the Water Quality Device according to the design specifications set forth in **Exhibit A**, Project Design. Should changes to the design specifications become necessary, the Homeowner agrees to notify the WQ Rep in advance. The WQ Rep may, in his/her sole discretion, grant or deny any request to change the design specifications. The Homeowner understands that proceeding with an unapproved design may result in a rebate request being denied.
  - II. **Purpose:** The purpose of this Agreement is to encourage the construction of a Water Quality Device to reduce the quantity, and improve the quality of municipal stormwater managed by the City.
  - III. **Reimbursement.** The City shall reimburse the Homeowner up to a maximum of \$1500 towards the “rebate-eligible costs” (**Exhibit B**) that the Homeowner incurs to construct the Water Quality Device on the Property, subject to the conditions for payment set forth below:
    - a. The City reserves the right to adjust the maximum reimbursement cap according to financial constraints and/or identified priorities within the Water Quality budget. The maximum cap will not change for any given Water Quality Device project once the Homeowner and City have signed the Agreement, however.
    - b. Reimbursement Amount. Reimbursement for rebate-eligible costs will be awarded based on the impervious and pervious area draining to the Water Quality Device, according to the City’s allotted amount, published by the RainSmart program (**Exhibit C**). Dollars paid per



square feet of drainage area are subject to change, and will be published on the City's RainSmart website. At the date of this Agreement, the City agrees to pay \$1.00 dollars per square foot of impervious drainage area (pavement, roof, etc.) and \$0.25 dollars per square foot of pervious area (grass, vegetation, etc.) draining to the Water Quality Device.

- c. "Rebate Request Form" and Payment. The reimbursement shall be paid only after the Homeowner has (i) submitted documents as described in the "Rebate Request Form" (**"Exhibit D"**) including all receipts and additional documentation, and the City has: (ii) completed necessary inspections and completed inspection forms and reviewed the Rebate Request Form and found it meets all requirements.

The Rebate Request Form shall be submitted by the Homeowner within sixty (60) calendar days after receiving a final inspection by the City approving the installed Water Quality Device at the Property.

- d. "Rebate-eligible Costs" means the necessary and reasonable costs the Homeowner incurs for labor and materials to construct the Water Quality Device in accordance with **Exhibit B**, not to exceed the maximum rebate amount above.

A cost is considered reasonable if it is within the price range typically paid in Chattanooga for labor and materials on similar-type projects. Labor contributed and/or donated by the Homeowner to construct the Water Quality Device is not a rebate-eligible cost under this Agreement. The City shall, in its sole and reviewable discretion, determine whether a cost submitted by the Homeowner is rebate-eligible. Undocumented costs are not rebate-eligible.

**IV. Right of Entry.** Homeowner grants City permission to enter onto the Property at reasonable times to be arranged in advance by mutual agreement to (i) evaluate whether the Property is an appropriate site for receiving a reimbursement for a Water Quality Device; (ii) perform inspections as set forth in Section V. below; and (iii) monitor and evaluate the maintenance and performance of the Water Quality Device.

**V. Inspections.** The purpose of the inspection(s) is to verify that the Water Quality Device was constructed in accordance with **Exhibit A**. If the City determines that the Water Quality Device was not constructed in accordance with **Exhibit A**, or should the system fail to percolate or overflow safely, it may withhold the reimbursement until the Homeowner corrects any deficiencies noted by the City, to the City's satisfaction. In the event that the Homeowner fails to correct any noted deficiencies within sixty (90) days, this Agreement shall be void and terminate the City's obligation to provide any reimbursement to Homeowner.

- a. Post Construction Inspections. The Homeowner shall notify the City using the contact information supplied below to schedule an inspection of the Water Quality Device within thirty (30) calendar days after construction has been completed.
- b. Construction Inspections. Additionally, for Rain Gardens or other bioretention practices, an inspection during construction will be required. The Homeowner shall notify the WQ Rep no less than ten (10) days before construction begins in order to schedule a construction inspection. The construction inspection must occur *before* amended soils are added to the bioretention basin.

**VI. Scheduling Appointments.** The Homeowner shall call 423-634-5852 \_\_\_\_\_ or email [miller\\_wyn@chattanooga.gov](mailto:miller_wyn@chattanooga.gov) to schedule required inspections. Contact by mail shall be addressed to City of Chattanooga Water Quality Program, 1250 Market Street, Suite 2100, Chattanooga, TN, 37402.



- VII. Contractors.** Any contractor hired by the Homeowner to construct the Water Quality Device shall maintain a current business license and be licensed to do business in the State of Tennessee. The contractor shall have experience with rain garden or other water quality device construction. The Homeowner, by signing below, confirms the understanding that contractors shall not be given compensation above and beyond the typical range of fees associated with residential construction work in the region, and the Homeowner is not taking advantage of the RainSmart Program to unfairly reward contractors. Range considered typical shall be published in **Exhibit B**, Rebate-Eligible Costs. Of the total reimbursement given, no more than \$1,000 shall be given for contractor labor.
- VIII. Hold Harmless and Indemnification Agreement.** The Homeowner assumes the risk and agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (collectively, "Claims") brought by any person, which arise from, or are in any way related to the construction, construction methods including without limitation over-compacting soils, materials used, quality of workmanship, design, and operation and performance of the Water Quality Device on the Property. Such Claims shall also include, Claims for non-payment of labor and materials. Homeowner further agrees to defend, pay all costs of defense, including reasonable attorney's fees, and/or any judgment or cost for any claim or suit brought against City. This indemnification of City shall survive the expiration or sooner termination of this Agreement.
- IX. No Flooding Control.** The Water Quality Device is designed and intended to capture runoff in order to treat and/or infiltrate it, for the benefit of water quality. The Water Quality Device is not a flood control device and is not designed to control or prevent flooding. Water Quality Devices do not protect property from destructive storm events.
- X. Maintenance.** By signing this Agreement, the Homeowner ensures that he/she/they will maintain and keep the installed Water Quality Device in good working order for a minimum of five (5) years, according to the guidelines outlined in **Exhibit D**.
- XI. Property Alterations/Improvements.** The Homeowner shall notify City prior to making any planned alterations to the Property that may affect the performance of the Water Quality Device.
- XII. Notice to Sell Property.** The Homeowner shall notify the City (using the contact information provided in section XVII, below) within thirty (30) calendar days of listing the Property for sale. The Homeowner shall disclose this Agreement in writing to the buyer of the Property and their real estate agent.
- XIII. Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the Parties, and nothing contained in this Agreement shall create a contractual relationship with, or create a cause of action in favor of, a third party against the City.
- XIV. Entire Agreement.** This Agreement, together with its exhibits, contains the entire understanding between the Parties, and all previous or contemporaneous representations, promises or conditions that may exist related to the subject matter of this Agreement are hereby superseded.
- XV. Site Access, Photographs, and Photograph Use.** The Homeowner grants the City permission to conduct site inspections of the Water Quality Device at times that are mutual acceptable to the Homeowner and the City, after notifying the Homeowner no less than ten (10) days in advance, by the contact information given below. Additionally, the Homeowner grants the City the right to obtain photographs of the Water Quality Device and to use those photographs for internal program improvement and research purposes as well as external promotional purposes.
- XVI. Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.



The Parties have executed this Agreement in duplicate, effective on the date written above.

**CITY OF CHATTANOOGA**

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

**Lee Norris**  
**Administrator of the Department of Public Works.**

By signing this from, I certify that I am the Homeowner of the Property and that the information I have provided in this Agreement is complete and accurate.

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

**Homeowner Name**

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

**Homeowner Signature**

Homeowner Email address: \_\_\_\_\_

Homeowner Primary Phone(s): \_\_\_\_\_

Homeowner Secondary Phone(s): \_\_\_\_\_

Homeowner Preferred Contact Method:  Email  Primary Phone  Secondary Phone

**XVII. Contact for General Inquiries Regarding RainSmart Program:**

Street Address:  
City of Chattanooga Water Quality Program  
Attn: RainSmart Representative  
1250 Market Street, Suite 2100  
Chattanooga, TN, 37402

Telephone: **423-643-5877**

Email: [chattanoogawq@chattanooga.gov](mailto:chattanoogawq@chattanooga.gov)



## Exhibit A: Design Document

Homeowners applying for reimbursement for the construction of a Water Quality Device through the RainSmart program must submit the design details identified below. The reimbursement described in the Agreement will only be given to the Homeowner on the condition that the Water Quality Device is built according to the submitted design documents. In order to verify that the Device is built accordingly, the WQ Rep will inspect the site twice – once during construction, and once after construction.

### Design Document Required Components

1. **Diagram of Property**, showing major structures (house, shed, driveway, etc.), pervious and impervious drainage areas (mark area in square feet), downspouts or other water conveyances, and the location of the Water Quality Device. For any areas draining to the Water Quality Device, mark distances, in feet.
2. **Diagram of Water Quality Device – Planometric View**, showing size in square feet, input, overflow, etc.
3. **Diagram of Water Quality Device – Section View**, showing ponding depth in inches, amended soil depth in inches, berm and overflow height in inches.
4. **Planting Plan**, showing all plants to be installed, including plant species and size. Include any existing trees that cast shade on the area.

The Homeowner may be asked to include additional information as it pertains to the functioning of the Water Quality Device.



## Exhibit B: List of Rebate-Eligible Costs

Category	Description	Quantity	Rate	Total
<b>Administration</b>	Client meetings	In hours		
	Design	In hours		
	Infiltration testing	In hours		
<b>Labor*</b>	Site prep	In hours		
	Construction and planting	In hours		
	Changes to gutters or downspouts	In hours		
	Delivery (specify distance)	Cost per trip		
<b>Materials</b>	Conveyance piping	Linear feet		
	Connectors (total cost, no need for individual quantities/rates)	Number of units		
	Plants (number and size of plant materials grouped by size)	By plant stock size		
	Plants, continued	By plant stock size		
	Plants, continued	By plant stock size		
	Bioretention soil	Yards		
	Mulch	Yards		
	Gravel/rock	Yards		
	Compost	Yards		
	Sand	Yards		
<b>Rentals</b>	Specify equipment	Hour/day (specify)		
<b>Fees</b>	Disposal fees by item (soil, debris, etc.)	Yards		
	Delivery fees if not covered by labor (specify items, cistern, rock, etc.)			
<b>Total</b>				\$

**\*Total Contractor labor not to exceed \$1,000.** See Section VII, "Contractors."  
 Contractor Name and Contact Information, if applicable:

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## Exhibit C: Method of Calculating Rebate

**The effective reimbursement for the Homeowner depends on three criteria:**

- a. The maximum dollar amount offered by the City per project.
  - b. The maximum potential reimbursement for a specific Water Quality Device based on the drainage area of that device.
  - c. The total amount incurred as proven through receipts submitted in the rebate request packet.
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1. **Maximum Cap:** The City shall reimburse the Homeowner up to a maximum of \$1,500 towards the “rebate-eligible costs” (Exhibit B”) that the Homeowner incurs to construct the Water Quality Device on the Property.
  2. **Drainage Area Value:** The City will pay the following amount per square foot of area draining to the Water Quality Device:  
  
    \$1.00 dollars per square foot of impervious drainage area (pavement, roof, etc.) and  
  
    \$0.25 dollars per square foot of pervious area (grass, vegetation, etc.).
  3. **Receipts:** The effective reimbursement amount will be no greater than the sum of incurred costs as proven by receipts submitted as part of the Rebate Request Packet, “Exhibit D.”



## Exhibit D: Rebate Request Packet

Homeowners who wish to apply for reimbursement for the construction of a Water Quality Device through the RainSmart program must complete this form and return all required documentation, including receipts, to:

**Submission by email:**

[chattanoogawq@chattanooga.gov](mailto:chattanoogawq@chattanooga.gov)

or

**Submission by mail:**

City of Chattanooga Water Quality Program  
Attn: RainSmart Representative  
1250 Market Street, Suite 2100  
Chattanooga, TN, 37402

**Rebate Request Form will include the following information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

Area Draining to the Rain Garden (ft<sup>2</sup>): \_\_\_\_\_

Impervious Drainage Area: \_\_\_\_\_ Pervious Drainage Area: \_\_\_\_\_

Area of Rain Garden (ft<sup>2</sup>): \_\_\_\_\_

Total Requested Reimbursement: \_\_\_\_\_

**Please Attach: \***

Exhibit A: Design of Project

Exhibit B: Compiled Rebate-Eligible Costs Table

Photographs of Project – may be supplied by Homeowner and/or Water Quality Representative. Should include, at a minimum, photographs of rain garden’s location on site, rain garden input and overflow, and photos taken during and after construction.

*\*The Water Quality Program representative will provide completed inspection forms for inclusion in the rebate request packet.*

2/26/2015

City of Chattanooga  
Water Quality Program

**Residential Incentive Program, a.k.a. "RainSmart"**



*A five-year incentive program consisting of education and financial and technical assistance, intended to build the capacity for voluntary implementation of runoff reduction BMPs on residential properties.*

**Purpose**

To fulfill the Permit objectives of public education, and promotion of physical & behavioral practices.

To address budgeting results areas of high-performance government and stronger neighborhoods.

To project positive image of WQP and give public a voice and venue to express sentiments toward WQP.

**Description**

This program seeks to provide the necessary support to leverage voluntary private investment in runoff reduction practices on residential properties. Through the educational component, we also anticipate behavioral changes as a result of this outreach. The program will include both educational as well as administrative/project support components. It will be integrated into overall outreach plans and goals of the Water Quality Program, but will remain adaptive in order to best respond to key barriers to implementation, as identified through ongoing surveys.

**Goals**

1. Support implementation of rain gardens within the first year, increase to additional BMP types (rain barrels, downspout disconnection) when feasible, and increase rate of adoption as program grows.
2. Address critical educational priorities and outreach goals identified by WQP.
3. Improve efficacy based on managerial review of performance measures, WQP outreach targets, and survey results.
4. Partner with local organizations and businesses to leverage resources (labor, funds, materials).
5. Establish a train-the-trainer program to allow "grassroots" implementation as City labor declines over 5 years.

**Timeline**

**Year 1** – Clarify specific numeric goals; develop rebate application; approve legality of homeowner's agreement; improve educational methods and materials; gather and process feedback through surveys; partner with local nonprofit to initiate train-the-trainer program.

**Year 2** – Review and assess progress; make needed changes to program; expand to include several BMP types; track all projects on basic GIS layer; develop list of recommended contractors/suppliers.

**Years 3 – 5** – Develop grassroots capacity to continue adoption rate while reducing staff hours and workshop costs; maintain GIS layer and monitor projects – note "lessons learned."

Costs and Staff Hours Per Event Type

	Demonstration Installation		Installation, Non-Demonstration		Class, Non-Demonstration		Train-the-Trainer Class, Non-Demonstration		Educational Field Trip	
	Item	Cost per Event	Item	Cost per Event	Item	Cost per Event	Item	Cost per Event	Item	Cost per Event
<b>Rebates</b>	Rebate	850	Rebate	850	Rebate	n/a	Rebate	n/a	Rebate	n/a
<b>Operational Costs</b>	Handouts	70	Handouts	11	Handouts	68	Handouts	27	Handouts	45
	Supplies & Equipment	900	Supplies & Equipment	357	Supplies & Equipment	653	Supplies & Equipment	401	Supplies & Equipment	64
	<b>Total Cost</b>	<b>1820</b>	<b>Total Cost</b>	<b>1218</b>	<b>Total Cost</b>	<b>721</b>	<b>Total Cost</b>	<b>428</b>	<b>Total Cost</b>	<b>109</b>
<b>Labor</b>	Staff	Hrs per Event	Staff	Hrs per Event	Staff	Hrs per Event	Staff	Hrs per Event	Staff	Hrs per Event
	Wyn	120	Wyn	80	Wyn	20	Wyn	30	Wyn	20
	Kim	2	Kim	2	Kim	2	Kim	2	Kim	1
	Don	6	Don	4	Don	2	Don	2	Don	1
	Various WQ Specs & Co-ops	30	Various WQ Specs & Co-ops	8	Various WQ Specs & Co-ops	4	Various WQ Specs & Co-ops	8	Various WQ Specs & Co-ops	4
	<b>Total Hours</b>	<b>158</b>	<b>Total Hours</b>	<b>94</b>	<b>Total Hours</b>	<b>28</b>	<b>Total Hours</b>	<b>42</b>	<b>Total Hours</b>	<b>26</b>

Projected Costs and Staff Hours for First Year of Rebate Program

	Anticipated # of Events, in Year 1 of Program	Rebate + Support Materials Costs per Event	Projected Annual Costs of Events, Year 1	Staff Hours per Event	Projected Annual Staff Hours, Year 1
<u>Demonstration Installation</u> (Build a BMP AND host workshop)	5	1820	9100	158	790
<u>Installation, Non-Demonstration</u> (Build a BMP)	5	1218	6090	94	470
<u>Class, Non-Demonstration</u> (Give a classroom workshop without BMP installation)	6	721	4326	28	168
<u>Train-the-Trainer Class, Non-Demo</u> (Advanced class for trainers, no BMP installation)	4	428	1712	42	168
<u>Educational Field Trip</u> (Host citizens on trip to view and discuss BMPs)	6	109	654	26	156
<b>Total</b>			<b>21882</b> (\$)		<b>1752</b> (hours)