

To the Residents of Warson Woods:

On April 6, 1999, the voters of Warson woods approved the creation of a LATERAL SEWER REPAIR REIMBURSEMENT FUND. This fund is created by an annual lateral sewer tax of \$28.00 per home. In April of 2009 residents voted to increase the annual lateral sewer tax to \$50.00 per home.

Beginning January 1, 2000, residents experiencing a break in their sewer are eligible for a partial reimbursement of costs to repair the lateral sewer break.

Attached herewith is a packet of information that explains, in detail, the lateral sewer repair program and the steps a homeowner should take to: 1) determine if their sewer problems are eligible for reimbursement by the fund; and 2) if eligible, the necessary steps the homeowner must follow to receive reimbursement. Please be careful to follow the instructions closely. If you are uncertain as to the procedures, please call City Hall. The staff will assist you or refer you to someone else, as necessary.

Very truly yours,
Alderman Mark Wittich, Alderman Ward 4
Chairman, Public Works Committee

CITY OF WARSON WOODS
LATERAL SEWER REPAIR REIMBURSEMENT PROCEDURES

PHASE "A"

- 1) Homeowner with sewer problem must have sewer line cabled at own expense.
- 2) If problem solved, no further action by homeowner or Warson Woods.
- 3) If problem is not solved, obtain evidence by plumbers written report and invoice, to schedule video camera inspection by approved plumber.
- 4) If video camera indicates no damage to sewer lateral then no further action by homeowner or Warson Woods is necessary. Homeowner pays for video inspection.
- 5) If video indicates damage to pipe, then surface location identified plumber, homeowner then proceeds to Phase "B".

The above is evidence by video plumbers written, signed report and invoice.

Submit "SLRRP Permit/Application "Form" along with Original copies of all bids to Warson Woods.

PHASE "B"

- 1) Homeowner to obtain three written bids and at discretion of homeowner, bid from any licensed contractor to make repairs identified in "A" 5. Homeowner should provide a bid inspection form and bid form to contractors they select.
- 2) Warson Woods provides Authorization Permit for repairs based on lowest written bid amount and written report from video inspection reimbursement amount will be based on this bid amount.
- 3) Warson Woods reserves the right to authorize use of a contractor other than the lowest bidder. In this case, reimbursement amount will be based on the bid of the contractor selected by Warson Woods.
- 4) Homeowner to initiate/manage all contracts/relations with selected contractor and insures that repairs are made in accordance with the written bid.
- 5) The homeowner is responsible for the contractor obtaining all necessary permits from St. Louis County and that the work is performed in compliance with applicable codes, using "normal and customary" procedures and materials for the required work.
- 6) The contractor will submit an itemized invoice to the homeowner upon completion of the work. Additionally applicable warranty and mechanical lean documents to be provided to the homeowner.
- 7) Homeowner inspects total project to confirm all work is complete in accordance with bid.
- 8) Homeowner pays contractor and video inspection company for the completed work.
- 9) Homeowner go to phase "C".

PHASE "C"

- 1) Homeowner submits to Warson Woods original copies of all written bids, paid invoices and a signed/dated statement that the work has been completed to their satisfaction.
- 2) Warson Woods to inspect site and confirm Warson Woods interests are satisfied and authorized appropriate reimbursement of homeowner.
- 3) Warson Woods make immediate reimbursement payment to homeowner according to "SLRRP" policy.

CITY OF WARSON WOODS, MISSOURI
LATERAL SEWER REPAIR REIMBURSEMENT POLICY

1. The Lateral Sewer Repair Reimbursement Policy ("LSRRP") applies to residential property containing (6) or fewer dwelling units. On April 6, 1999 the voters of Warson Woods approved the creation of the LSRRP to commence as of January 1, 2000. A lateral sewer repair tax of \$50.00 per year will be billed and collected with your Warson Woods real estate taxes to fund the LSRRP. Revenues collected under the LSRRP will be kept in a separate interest bearing account and may be expended only for costs associated with sewer lateral repairs and not commingled with any other City accounts.
2. A lateral sewer is defined as the portion of the sewage systems which carries household waste to the MSD or private sewer main and which lies between the house connection of the structure foundation wall, or exterior wall, to the main in the street or sewer easement. It does not include a sewer line located under any part of the building. A lateral sewer service line may be located in a front, side, or rear yard.
3. The LSRRP does not apply to commercial, industrial, or multi-family properties with more than (6) dwelling units. It does not apply to septic fields or lift equipment. Properties of this nature will not be assessed the annual tax to fund the lateral sewer repair program, but must register with the City to avoid such assessment. Also, the LSRRP does not cover the cost of installing a "cleanout".
4. Residents experiencing a blockage of their lateral sewer service line must first have the line cabled at their own expense. Since clogging is common and cabling is a home maintenance expense, the cost of cabling is not reimbursable under the LSRRP, even if the clogging is habitual and cabling often repeated. See below, however, if cabling alone is ineffective in clearing a blockage.

If the problem is not resolved by cabling of the line or the plumber believes additional problems exist, the resident should contact the City of Warson Woods. The LSRRP will pay for the repair of a defective lateral if after investigation, it is found to be crushed due to causes beyond the control of the property owner, or if, as a result of pipe cracks or leaking joints, tree roots or soil has infiltrated the pipe resulting in a blockage rendering the lateral not functional. Simple blockages that can be corrected by sewer cleaning or rodding will not be covered under this program, even if the cleaning or rodding must often be repeated.

5. The City will provide the resident with a packet of information regarding procedures to be followed under the repair program. The initial step is to schedule a contractor, specified in the LSRRP, to inspect the lateral with a video camera inserted into the lateral pipe. If the video indicates no damage to the pipe then no further work is done and the resident pays for the video inspection without reimbursement from the City.

6. If the video inspection reveals that the lateral sewer service line requires repair or replacement, the property owner will obtain three written bids for such repair or replacement, from any licensed contractor the homeowner chooses. **The homeowner then submits the three bids to the City for approval BEFORE commencing the repair.** The homeowner will be reimbursed the lowest amount from any of the written bid amounts. The LSRRP reserves the right to authorize use of a contractor other than the one submitting the lowest bid. In such case the LSRRP will reimburse the homeowner for the amount charged by the contractor authorized by the City.
7. If and when an emergency situation exists, the LSRRP reserves the right to waive the requirement of obtaining three bids and to authorize the property owner to contact a specific contractor of the City's choice from the Approved Contractor list. **The homeowner then submits the bid to the City for approval BEFORE commencing the repair.**
8. If a homeowner seeks reimbursement in excess of the original lowest bid as the result of a change order for unforeseen conditions that results in an increase in the scope of work, **a request for additional reimbursement for such additional work may only be made if the homeowner provides the City a written bid for the additional work and the additional bid work is approved prior to the commencement of such additional work.**
9. Authorization for reimbursement to a homeowner shall be made by either of two individuals selected by the Mayor and approved by the Board of Aldermen. Furthermore, such individual shall be authorized, as an expense of the Repair Fund, to obtain professional advice as he/she may determine necessary to assist in such decision. Finally, the decision by the appointed individuals is final and may not be appealed to the City.
10. The contractor shall obtain any necessary permits from the City and St. Louis County, perform the work in compliance with applicable codes, and submit an itemized bill to the property owner upon completion of work. Reimbursement will be limited for costs incurred using "Usual and Customary" procedures and materials for the required work. The property owner pays the contractor and the video inspection company for the completed work. The homeowner shall submit to the City: a) all required written estimates; b) paid bills; and c) a written statement that they are satisfied with the completed work. The City reimburses the property owner with money from the Repair Fund.

11. Reimbursements from the Repair Fund will be limited to the amount of funds available, that funds will be disbursed in the order approved, and that approved reimbursement amounts not funded because of a temporary lack of funds would be paid from next available fund receipts. The City of Warson Woods is not obligated to loan money to the Repair Fund in the event approved reimbursement amounts exceed available funds. The City shall notify a homeowner at the time a contractor is authorized if there are sufficient funds available for full or partial reimbursement. **As of the date of this publication, the reimbursement amount for qualified expenditures is ninety percent (90%) up to \$4,000.00.**
12. Corrective work subject to reimbursement from the Repair Fund is limited to: excavation, repair or replacement of the defective portion of the sewer lateral line, backfilling, seeding and strawing of the disturbed portion of the yard. Any additional work shall be done at the homeowner's expense.
13. It will be the responsibility of the contractor (and the expenses will be reimbursed from the Repair Fund) to replace or repair sidewalks, driveways and street damage or remove in order to accomplish the repair. In the event that accessory structures such as fences, sheds, garages, etc. are in the path of the lateral or lie over the damaged portion of the lateral, the City reserves the right to reroute the path of the lateral or require the property owner to move any accessory structures at the property owner's expense.
14. Any services contracted by the resident or property owner for work inside the walls of the dwelling unit are a separate matter not covered by the Lateral Sewer Repair Fund. Any services contracted by the resident or property owner outside of the requirements of this Program are not the responsibility of the City and will not be subject to reimbursement by the Repair Fund.
15. The City has no obligation or responsibility for the performance of the contractor and no responsibility for any damage caused to the owner's property because of sewer line defects.

Sewer Lateral Bid Form

Project No. _____

By his signature below, bidder certifies this bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same items, and all respects fair, without outside control, collusion, fraud or otherwise illegal action.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Cable Lateral	Lump Sum	_____	_____
TV Lateral	Lump Sum	_____	_____
Surface Lateral Locator	Lump Sum	_____	_____
Replace 6" Lateral (beyond House Connection)	Per Foot	_____	_____
Backfill & Grade	Lump Sum	_____	_____
Repair Sidewalk/Street	Lump Sum	_____	_____
Permits/Inspections	N/C	_____	N/C
General & Employee Liability Insurance	N/C	_____	N/C

Repairs to be Completed By: _____ Date _____

Submitted By: _____
Name of Firm

By: _____
Signature of Officer/Owner

Address: _____

Telephone: _____

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Sewer Lateral Bid-Form

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Permits/Inspections	N/C	_____	N/C
General & Employee Liability Insurance	N/C	_____	N/C

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Submitted By: _____
Name of Firm

By: _____
Signature of Officer/Owner

Address: _____

Telephone: _____

City of Warson Woods
Sewer Lateral Repair Reimbursement
Project No. _____

Date _____

1) Homeowner:

Name _____

Address _____

2) Homeowner Designee Responsible for Project:

Name _____

Address _____

Phone Number _____

3) Sewer Lateral (1)

Cabled By: _____ Date: _____

Results/Recommendation: _____

4) Sewer Lateral (2)

Video Camera By: _____ Date: _____

Surface Lateral Locator By: _____ Date: _____

5) Sewer Lateral Repair Bids (3)---Three Required

6) Homeowner/Warson Woods Joint Review & Agreement

Designate Contractor: _____

Cost: _____ Scope: _____

7) Project Permit

By Warson Woods: _____ Date: _____

Contractor: _____ Cost: _____

8) Project Completion

Joint Inspection Homeowner/Warson Woods Including; Grading _____

Concrete Repair _____

Homeowner; Provide copy of PAID Invoice, Mechanics Lien Waiver & Warranty and evidence of **ST. LOUIS COUNTY FINAL INSPECTION**

Project Accepted By: _____ Date: _____

- 9) Homeowner Reimbursement: Sewer Lateral Repair Fund will pay Homeowner 90% of Approved Project Cost.
- 10) **Emergency Procedure:** Homeowner / Warson Woods start above process at Item No. 6 above. (no bid basis).
- 11) Yard Repairs: Initial backfill/grading by project contractor. Subsequent yard grading/restoration by Homeowner (without additional reimbursement).
- 12) Project Scope Change Orders: Homeowner / Warson Woods must approve **prior to commencement of work**. Homeowner / Contractor should document proposed Change Order, i.e. scope and cost and submit to Warson Woods.

Notes:

- 1) Copy of signed/paid invoice including comments/recommendations; for Warson Woods.
- 2) Copy of camera work plus audiotape for Warson Woods.
- 3) Copy of all bids for file.