



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 fee. In April 2009, residents voted to increase the annual lateral sewer fee to fifty dollars (\$50.00) on certain residential property for the repair of sewer lines as authorized under Section 249.422, RSMo.

The fee is assessed annually on residential property for each lateral sewer service line servicing 6 or less dwelling units on that property and condominiums that have 6 or less condominium units per building as well as any condominium responsible for its own individual lateral sewer line. Residents contributing to the fund are eligible for a partial reimbursement of costs to repair lateral sewer breaks. As of April 19, 2016, the reimbursement amount for qualified expenditures is ninety percent (90%) up to four thousand dollars (\$4,000.00).

The homeowner is responsible for all associated costs of repairing the lateral sewer break, including sidewalk repairs. In the event it's necessary to cut into an existing concrete paved street slab(s), the City of Warson Woods will assume responsibility of the repairs to the concrete paved slab(s). Said repair costs to be separate from any costs associated with the actual lateral sewer repair or any sidewalk repairs. Contractor performing the lateral sewer repairs is responsible for all site safety requirements (including but limited to plating over the excavation area, back-filling with dirt or asphalt) until such time as the City initiates repairs to the concrete paved street slab(s).

Attached is a packet of information that explains 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 contact City Hall.

Very truly yours,

Mark Wittich

Warson Woods Lateral Sewer Repair Reimbursement Program



LATERAL SEWER REPAIR REIMBURSEMENT PROGRAM PROCEDURES

PHASE "A"

1. Homeowner with sewer problem must have the sewer line cabled by a plumber at the homeowner's expense.
2. If the problem is solved, no further action by homeowner or Warson Woods.
3. If the problem is **not** solved, obtain evidence by plumber's 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, have a sketch prepared for the City showing the approximate location of the defect. Homeowner then proceeds to Phase "B."

The above is evidence by video, plumber's written, signed report and invoice.

Submit Lateral Sewer Repair Reimbursement Program "LSRRP" Permit Application form and provide original copies of all bids to Warson Woods, Attention: LSRRP Administrator.

PHASE "B"

1. Homeowner to obtain 3 written bids and at discretion of homeowner, bid from any licensed contractor to make necessary repairs. Homeowner should provide a bid inspection form and bid form to contractors they select. The contractor's bid should include the cost of repairing the sewer lateral but, if the lateral repair necessitates a cut in the street pavement, should not include the cost of repairing the street. Warson Woods will repair the street for any lateral sewer repair that necessitates a saw-cut into the City street. To ensure consistent and proper repairs to City streets in accordance with City specifications, Warson Woods will utilize the Lateral Sewer Repair Reimbursement Funds to pay for the cost of repairing the street.
2. Warson Woods provides Authorization Permits for repairs based on the lowest written bid amount and written report from video inspection. The homeowner's reimbursement amount will be based on this bid amount and the City's bid amount for street repair, if necessary.
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(s) selected by Warson Woods.
4. Homeowner to initiate/manage all contracts/relations with selected contractor and ensures that repairs are made in accordance with the written bid. This provision shall not apply to street repairs which will be performed by Warson Woods.
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. Applicable warranty and mechanical lien documents are to be provided to the homeowner.
7. Homeowner inspects project to confirm all work is complete and in accordance with homeowner's bid.
8. Homeowner pays contractor and video inspection company for the completed work.
9. Homeowner proceeds 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 authorize appropriate reimbursement of homeowner.
3. Warson Woods will make immediate reimbursement payment to homeowner according to the LSRRP.



LATERAL SEWER REPAIR REPLACEMENT PROGRAM

1. The Lateral Sewer Repair Replacement Program (“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 on January 1, 2000. A lateral sewer repair tax of \$50.00 per year is billed and collected with your Warson Woods real estate taxes to fund the LSRRP. Revenues collected under the LSRRP are kept in a separate interest-bearing account and may be expensed only for costs associated with sewer lateral repairs and not commingled with any other City accounts. The LSRRP shall be managed by the LSRRP Administrator (the Administrator). The Administrator shall be appointed by the Mayor with the advice and consent of the Board of Aldermen and compensated as approved by the Board of Aldermen.
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 of connection of the structure foundation wall, or exterior wall, to the main the right-of-way or sewer easement. It doesn’t 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 doesn’t apply to commercial, industrial or multi-family properties with more than (6) dwelling units. It doesn’t 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 doesn’t 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. If the problem is not resolved by cabling 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’s found to be crushed due to causes beyond 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 the procedures to be followed under the repair program. The initial step is to schedule a contractor 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. To protect the public streets and ensure consistent and complete repair according to City specifications, the City shall assume responsibility for causing any repairs to City streets necessitated by lateral sewer repair work under the pavement. The City shall use the Repair Fund to pay for the street repairs.
7. If the video inspection reveals that the lateral sewer service line requires repair or replacement, the property owner will obtain 3 written bids for such repair or replacement, from any licensed contractor the homeowner chooses. If the repair necessitates cutting into the street, such bids shall provide for the cut and lateral sewer service line repair but should not include the cost of



repairing the street. The City will repair the street for any lateral sewer repair that necessitates cutting into the street. **The homeowner then submits the 3 bids to the City for approval BEFORE commencing the repair.** The homeowner will be reimbursed based on 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(s) authorized by the City.

8. If and when an emergency situation exists, the LSRRP reserves the right to waive the requirement of obtaining 3 bids and to authorize the property owner to contact a specific contractor of the City's choice. **The homeowner then submits the bid to the City for approval BEFORE commencing the repair.**
9. If homeowner seeks reimbursement in excess of the original lowest bid as the result of a change order for unforeseen conditions that result 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.**
10. Authorization for reimbursement to a homeowner shall be made by either of 2 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.
11. 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 to 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. If the City made repairs to the pavement in relation to any lateral repair project, the City shall be reimbursed from the Repair Fund.
12. 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.**
13. 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 strewing of the disturbed portion of the yard. The City's cost for street repair shall not be considered part of the homeowner's eligible reimbursement total, and shall be paid to the City separately out of the Lateral Sewer Repair Reimbursement Fund. Any additional work shall be done at the homeowner's expense.



14. It will be the responsibility of the contractor (and the expenses will be reimbursed from the Repair Fund) to replace or repair sidewalks and driveways. The City's contractor will repair the street for any lateral sewer repair that necessitates cutting into the street. 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.
15. 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.
16. The City has no obligation or responsibility for the performance of the homeowner's contractor and no responsibility for any damage caused to the owner's property because of sewer line defects.



WARSON WOODS

Lateral Sewer Repair Reimbursement Program

Sewer Lateral Repair Bid Form

Project No. _____

By signing 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	Lump Sum	_____	_____
Permits/Inspections	N/C	_____	<u>N/C</u>
General & Employee Liability Insurance	N/C	_____	<u>N/C</u>

Repairs to be Completed By (Date): _____

Submitted By (Name of Firm): _____

By (Signature of Officer/Owner): _____

Address: _____

Phone Number: _____



WARSON WOODS

Lateral Sewer Repair Reimbursement Program LSRRP Application

Project No. _____

Date: _____

1. Homeowner: _____

Address: _____

2. Homeowner Designee Responsible for Project: _____

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) – 3 Required (*attach*)

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: _____



WARSON WOODS

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.

Homeowner Signature

Date

Printed Name

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.*