



City of Marco Island

50 Bald Eagle Drive
Marco Island, Florida 34145

February 1, 2008

CERTIFIED MAIL

Re: Completion of District Sanitary Sewer Collection System, Notice of Availability and Sewer Connection Service Options for West Winterberry Sewer Assessment District Property Owners; *Ember Court, Ludlam Court, Marlin Court, Mimosa Court, Osprey Court, Partridge Court, Stone Court*

Dear Marco Island Property Owner:

Thank you for being patient during the 2007 construction of the sanitary sewer lines in your neighborhood. The work is functionally complete and the sanitary sewer system is now available for connection.

In accordance with City Council approval and State Statutes, homeowners are required to connect their homes to the new sanitary sewer system within 365 days of the date of this notice, or before January 31, 2009. **Property owners with undeveloped or currently vacant lots do not need to connect at this time.**

Three (3) sewer connection options, to connect existing homes to the new sanitary sewer system are available; Option 1, (available to all homeowners) is to have the City Contractor connect your home, Option 2, (available to all homeowners) is to have a private company connect your home, and Option 3, (available only to qualified owners) is to request an Advanced Septic System- 10 year connection exemption.

Enclosed are documents to help you with the transition process from a septic system to the sanitary sewer collection system. These documents include; a detailed explanation of the connection options listed above, a selection form to notify the City of the desired method of connection (blue sheet), the City contractor rate schedule, a fact sheet on the connection process and frequently asked questions about the connection process.

Property owners choosing Option 1 must return the colored "Sewer Connection Options Form" to the City by March 1, 2008 to take advantage of the City Contractor's bulk-quantity rate. Property owners not returning the "Sewer Connection Options Form" with a selected option will be assuming full responsibility for their obligation to connect to the new sanitary sewer system on or before January 31, 2009. Failure to connect by this date will be a code of ordinance violation.

Thank you for your immediate attention to this matter. The City staff look forward to helping you complete the sewer connection process. Should you have questions after reading the enclosed materials, please contact Jim Miller at 239-389-5026 for technical connection questions or Keith Shinabarger at 239-389-3923 for financial questions or visit the City's website at www.cityofmarcoisland.com.

Sincerely,

A. Rony Joel, P.E., DEE, Public Works Director



Explanation of Connection Options

Deadline for Selection is March 1, 2008

OPTION 1 – CITY CONTRACTOR CONNECTION--City hired contractor provides service connection between City cleanout and home cleanout, and Septic Tank abandonment. Should you select this option, the City's plumbing contractor will connect your home to the new sanitary sewer system within approximately 3 to 4 months and will properly abandon your septic tank. **You must return the enclosed (colored) form and choose Option 1 within 30 days of receipt of this Notice.** Once the 30 day sign up period ends you will no longer be able to hire the City's contractor. Selecting Option 1 will provide the following:

- An experienced Florida licensed plumber and a certified septic contractor.
- Competitively bid volume pricing. (See City contractor rate schedule on Exhibit A)
- City required plumbing permit at cost (\$38) and exemption from typically required State Health Department Septic Tank Abandonment Permit (no charge).
- City coordination, management, and inspection of the work of City's contractor with installation to occur between January and June of 2008 (no charge).
- Hand excavation and backfilling of most plumbing trenches and preservation and re-installation of existing sod and shrubs.
- City coordination and issue of one invoice to the property owner upon completion of the connection work. Payment due within 30 days from billing.

OPTION 2 – PRIVATE OWNER CONNECTION--Homeowner hires private contractors to connect the Home to the Sewer Main and abandon septic tank.

With this option the property owner will be totally responsible for finding, coordinating and contracting with a private qualified plumber and septic tank contractor to connect to the new sanitary sewer system and for abandoning the septic tank. **You do not have to return the (colored) form.** The Private Owner connection must be completed within 365 days of Notice. Selection of Option 2 **must** include the following:

- The property owner directly hires their preferred licensed plumber and certified septic tank contractor and negotiates a contract price. (Note: City's designated plumbing contractor is not allowed to contract private work)
- The property owner will be responsible for obtaining the appropriate permit for the abandonment of the septic tank from the Collier County Health Department (estimated cost \$40) and coordinating an on-site abandonment inspection by the Health Department.
- The property owner will be responsible to obtain a City construction permit for the plumbing connection (estimated cost \$38) and must coordinate inspections by the City.
- The property owner will be totally responsible for coordinating and managing the contractor's work with completion (defined by inspection dates) on or before January 31, 2009.
- The property owner will be responsible for payment directly to the contractor(s).

OPTION 3 – ADVANCED SEPTIC SYSTEM – 10 YEAR CONNECTION EXEMPTION--Homeowners with Advanced On-Site Treatment Systems may qualify for 10-Year exemption from connecting to City wastewater system.

A few Marco Island property owners have an advanced on-site treatment system which may qualify for a 10-year exemption from connecting to the new sewer system. These systems are permitted by the Collier County Health Department and require an "annual operating permit". **A copy of this permit is required to be submitted with the enclosed (blue) form.** Property owners with a qualifying advanced on-site treatment system may:

- Defer connection to the sanitary sewer collection system for up to ten (10) years from the date the assessment district was created (W. Winterberry, N. Marco & N. Barfield-10/10/06).
- Defer implementation of the assessment for up to ten years from January 31, 2009.
- Connect to the sanitary sewer collection system at any time before the ten-year exemption period ends and begin assessment payments at that time.
- Be required by state law to immediately connect to the sanitary sewer system prior to the end of the ten-year exemption period should the advanced treatment system fail and a repair permit cannot be obtained from the Collier County Health Department.



Sewer Connection Agreement (Option 1)

Standard Terms, Conditions and Costs

- 1) Work to be Completed. City agrees to perform, or cause to be performed, the following work on the Property (the "Work"):
 - a) Design plans and specifications and obtain a City sewer tap permit for the installation of a lateral wastewater service line (the "Connection") to connect the Property to the Wastewater System.
 - b) Install a lateral wastewater service line on the Property to connect the home's existing sanitary cleanout to the Wastewater System according to Marco Island Utility Technical Plans and Specifications and the City's plumbing code.
 - c) Decommission the Owner's septic tank located on the Property in accordance with F.A.C. 64E-6 and Collier County Health Department requirements.
 - d) Restore landscaping, including sod and shrubs to as close to original condition as possible using existing plants or in-kind replacements only if needed.
 - e) Owner does grant to the City, its contractors, employees, agents and assigns, the right to enter upon the Property for the purposes of performing the Work.
- 2) Terms of Payment/Payment. In consideration of the City performing the Work, Owner promises to pay to City the actual cost of the permit, sewer connection and abandonment (the "Contract Amount") based on the unit prices and fees listed on the Rate Schedule described in Exhibit "A" attached hereto. All payments shall be paid in U.S. dollars. Following completion of the Work, the City Utilities Department shall provide Owner with an invoice for the Contract Amount and Owner shall remit payment to City within thirty (30) days of the receipt of such invoice. If any such invoice is not paid within said thirty (30) days, then (a) the amount of all such invoices together with interest thereon at *eight* percent per annum (8.0%) shall constitute a lien on Owner's Property, unless and until paid; (b) City may record each such lien in the Public Records of Collier County, Florida against Owner's Property and bring legal action against the Owner for Contract Amount plus interest; and (c) may, at City's option, foreclose any such lien described above in the same manner as a mortgage lien on real property, and interest, costs and reasonable attorney's fees of any such action will be added to the amount of any such lien, and shall be recoverable in the event City prevails in any such action.
- 3) Construction Approval and Commencement Date. Following execution of this Agreement, and finalization of the plans and specifications for the Connection, Contractor shall apply for and procure all City permits required for the Work. City shall be responsible for obtaining the approval of any applicable City authorities with respect to the Work. Costs and charges for a standard plumbing permit from the City of Marco Island will be added to the Contract Amount. The typical fee (\$40) for a septic abandonment permit from the Collier County Health Department has been waived by the Health Department for Owners selecting the City to manage the connection process. City's contractor shall contact the Owner (by phone) with approximately 48 hours advanced notice prior to commencing work on the property (Owner is not required to be home during construction).
- 4) Completion Date/Delays. The City agrees to use its best efforts to substantially complete the Work on or before **June 30, 2008**. The Owner shall cooperate when contacted for scheduling and if required, execute a Notice of Commencement, within ten (10) working days after the City's receipt of permits for the Work. The expected completion date is only an estimate and not a contractual commitment on City's part.
- 5) Contractors/Insurance. The City may hire the contractors of its selection to perform the Work, or portions thereof. All contractors hired by the City shall be properly licensed by the State of Florida and/or Collier County. The City shall require that each contractor performing services under this Agreement obtain and carry, at all times during its performance under the Agreement, insurance of the types and in the amounts acceptable to the City. The City shall maintain on file properly executed Certificates of Insurance to evidence each contractor's compliance with the City's insurance requirements. All insurance coverage of the contractor shall be primary to any insurance or self-insurance program carried by the City applicable to the overall wastewater system and connection project. Each contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified by the City, unless such insurance requirements for the subcontractor is expressly waived in writing by the City.
- 6) Site Considerations and Conditions. It is understood by all parties that the Owner's Property in the area of the Work, is now assumed clear and unobstructed and there are no extraordinary matters that have to be performed in order for the Work to be completed on the Property. Owner is responsible for removing any temporary decorative materials or displays from the Work area. Owner is responsible for costs incurred in the event excessive rock, stumps, debris, or other foreign material are encountered during construction. "Excessive rock" means any rock, shale, or coral that interferes with normal digging operations as if the rock were not encountered. Costs to remove and haul away rock or debris will be born by Owner and shall be added to the Contract Amount.
- 7) Assumption of Risk. During the period of construction of the Work, Owner shall have no right to prevent access to the areas on the Property wherein the City is performing the Work (the "Work Areas") and may not give directions to workmen, contractors, subcontractors, and other persons performing the Work. If Owner desires to inspect the Work or Work Areas during construction, Owner must make arrangements through the City to do so. The City shall not be liable for any injury resulting from Owner's breach of this paragraph. Any instructions given by Owner to workmen on the premises shall not be binding on the City, and shall be ineffective. If Owner or their agents, family members or guests, shall enter the Work Areas, it shall be at their own risk. Owner agrees to protect, defend, indemnify, and hold the City harmless from any damages alleged for personal injury or property damage to Owner, its family, guests or invitees occurring by reason of entering or disturbing the work areas.
- 8) Default After Commencement of Work. In the event Owner defaults in any obligation other than payment and fails to cure such default within fifteen (15) days after written notice from the City, then this Agreement shall be deemed breached by Owner, and the City shall have all of the rights and remedies provided by law. The Owner shall be responsible for all of the City's costs as they may arise as a result of Owner's default including attorneys' fees. In the event of a default by the Owner, the City shall be released from his obligations to the Owner, and the Owner shall forfeit all of his rights against the City under this Agreement.

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- 9) **Owner Representations.** The Owner represents and warrants to the City (i) that there is adequate and legal access to the Property from public roads and (ii) that Owner is the fee simple title owner of the real Property, or Owner will be the fee simple title owner of the real Property prior to commencement of construction hereunder.
- 10) **Miscellaneous.**
- a) **Binding Effect.** The parties to this Agreement mutually agree that it shall be binding upon them and each of their respective heirs, executors, administrators, successors and assigns.
 - b) **Attorneys' Fees.** If any litigation shall arise out of or under the terms of this Agreement, the prevailing party shall be entitled to attorneys' and paralegal fees at the trial and appellate level, or in any bankruptcy or creditor's proceeding.
 - c) **Entire Agreement.** The parties to this Agreement hereby certify that this Agreement contains the entire Agreement between the parties hereto and may not be modified except by written agreement. The parties agree they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. There are not collateral understandings or agreements other than those contained herein.
 - d) **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and venue for any dispute shall lie in Collier County, Florida.
 - e) **Notices.** Any notice required to be given to City by this Agreement shall be in writing and shall be delivered to City at its principal place of business. Any notice required to be given to Owner by this Agreement shall also be in writing and delivered to Owner at Owner's billing address. In the event notice is to be given hereunder, it shall be sent or delivered by hand delivery, facsimile transmission with information of receipt, certified mail, return receipt requested, or a recognized form of overnight delivery. Such notice shall be effective upon sending or mailing.
 - f) **Not Recordable.** Neither this Contract nor any counterpart shall not be recorded in the Public Records of any governmental agency.

EXHIBIT A: RATE SCHEDULE (2007-2008) FOR OPTION 1

ALL PROPERTIES WITH EXISTING HOMES ARE REQUIRED TO CONTRACT FOR ITEMS # 1, 2 & 3 BELOW		
Items	Unit of Measure	Cost Per Unit
1. Abandonment of Septic Tank	Each	\$900.00
This work is required for all homeowners in accordance with F.A.C. 64F-6.011, and includes disposal of septage at the Marco Island Utilities (MIU) Wastewater Treatment Plant (WWTP).		
2. Four (4) inch Diameter Sewer Service Line Plumbing Connection.		
This work includes a complete sewer service line connection from the house to the City right-of-way (ROW) connection, in accordance with Florida Plumbing Codes, including restoration of lawn and landscape.		
A. Service line connection installation in lawn areas.	Linear Foot	\$22.00
B. Service line connection installation under concrete up to 12 ft wide	Linear Foot	\$25.00
C. Service line connection installation under concrete over 12 ft wide*(requires additional item # 4 costs below)	Linear Foot	\$22.00*
3. City of Marco Island Sewer Tap Permit	Each	\$38.00
Includes Sewer Tap Permit from City Building Dept. and Sewer Tap Field Inspection by City Plumbing Inspector.		

Note: A typical home will require the abandonment of one septic tank, plus about +/-40 linear feet of service line installed in a lawn area, plus one permit. Based on these units, the cost to connect a typical home will be approximately = \$900(tank) + 40ftx\$22/ft(service) + \$38(permit) = \$1,818

WORK LISTED BELOW IS NOT APPLICABLE TO ALL PROPERTIES		
4. Saw Cutting & Restoration of Concrete		
If the service line must cross a concrete area greater than 12 feet wide, costs for saw cutting and complete restoration of existing concrete removed or damaged during service connection construction will be required, in accordance with City Construction		
A. Saw cut and replace Standard concrete driveway/sidewalk.	Square Foot	\$15.00
B. Saw cut and replace Stamped concrete driveway/sidewalk.	Square Foot	\$20.00
C. Remove and replace Brick/Paver driveway/sidewalk.	Square Foot	\$10.00
5. Abandonment of 2nd Septic Tank on Same Lot as 1st Tank (Only if needed) with septage disposal at MIU WWTP	Each	\$600.00
<i>NOTE: All quotes by City's Plumber for special work must be coordinated and approved in advance by City's Sewer Program Project Manager.</i>		

(1) Commercial property connection requirements may differ and costs must be negotiated with City Plumbing contractor.

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