

**ORDINANCE NO. 2004-31**

**COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES**

**AN ORDINANCE RE-ESTABLISHING AND AMENDING THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES; PROVIDING FINDINGS AND PURPOSE; PROVIDING TITLE AND CITATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR INCORPORATION OF PREVIOUS ADOPTED WATER AND WASTEWATER ORDINANCES AND RESOLUTIONS; PROVIDING FOR SERVICE AREAS OF THE COLLIER COUNTY WATER-SEWER DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR POLICIES AND STANDARDS; PROVIDING FOR CONSTRUCTION APPROVAL AND DOCUMENT SUBMISSIONS; PROVIDING FOR OBSERVATION OF CONSTRUCTION; PROVIDING FOR UTILITIES CONVEYANCE PROCEDURES AND FORMS; PROVIDING FOR THE CREATION AND MAINTENANCE OF THE COLLIER COUNTY UTILITIES STANDARDS MANUAL FOR WASTEWATER, POTABLE WATER, AND NON-POTABLE IRRIGATION SYSTEMS AND FACILITIES; PROVIDING FOR PENALTIES AND ENFORCEMENT; REPEALING COLLIER COUNTY ORDINANCE NO. 2001-57; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE AS SPECIFIED IN SECTION SIXTEEN, EXCEPT SUBSECTIONS 9.1 AND 9.2 SHALL HAVE A DELAYED EFFECTIVE DATE OF JULY 1, 2004**

**WHEREAS**, the Board of County Commissioners of Collier County, Florida, as the Governing Body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District and the Goodland Sub-District, has determined that it is in the best interests of the public's health, safety, and welfare to establish the minimum utility requirements for development of potable water, wastewater, and non-potable irrigation water systems or portion(s) thereof within the Water-Sewer District and the remaining unincorporated areas of Collier County, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, FLORIDA, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT AND OF THE GOODLAND SUB-DISTRICT**, that a new, repealing and superseding Ordinance be adopted as follows:

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**SECTION ONE: FINDINGS AND PURPOSE.**

1.1. It is the intent and purpose of this Ordinance to promote, protect, and improve the health, safety and welfare of the citizens of Collier County by the establishment, herein, of standards and procedures for the construction, development, maintenance, and operation of safe, reliable potable water, non-potable irrigation water and wastewater systems that meet the demands of Collier County's land development and population growth and that are constructed, developed, maintained and operated according to the latest technical and professional standards. This Ordinance, therefore, establishes minimum utility requirements for development of potable water and non-potable irrigation water transmission and distribution and for wastewater collection and transmission systems or portion(s) thereof within the unincorporated areas of Collier County, Florida. This Ordinance attempts to ensure that, with respect to all utility construction performed, reliable and economical utility services shall be provided to users of the potable water, non-potable irrigation water and/or wastewater systems within Collier County. All requirements set forth herein are in conjunction with and supplemental to the Collier County Land Development Code (the "LDC"), to the Collier County Growth Management Plan and to such other applicable Collier County Ordinances, Resolutions and/or regulations as are related to land development and/or subdivision of lands within Collier County. The administrative procedures, standards, and policies contained herein, as they apply to the extension and/or development of potable and non-potable water and/or wastewater systems and utility services, shall take precedence, if in conflict, over those contained in the LDC. The Public Utilities Division shall review Deviations (see Standards Manual for Utility Deviation Forms) from the standards and procedures established herein, which are brought about by innovative applications of design principles/solutions to individual projects. Upon such review, the Public Utilities Administrator or designee, at his discretion, may approve such Deviations, provided that such Deviation shall not result in system/facility operation or maintenance performance that is less than that which would be provided in this Ordinance, if recognized, accepted standards are used, and provided further that such Deviation promotes, protects, and improves the health, safety and welfare of the citizens of Collier County, Florida. Requested Deviations from the requirements of this Ordinance shall be referred to the Public Utilities Administrator or designee(s). All Deviation requests must include an impact statement. Appeals to rejected

Deviation requests shall be mailed to the Public Utilities Engineering Director of the Public Utilities Division.

1.2. The Collier County Water-Sewer District, established in February 1977, by the Board of County Commissioners, was created for the following purposes:

- 1) To develop safe, reliable and financially self-supporting potable water and wastewater systems, which will meet the water and wastewater needs of Collier County;
- 2) To ensure that existing and future potable water and/or wastewater utility systems are constructed, operated and managed at the minimum cost to users and with no direct/indirect financial aid from the General Fund; and
- 3) To develop potable water and/or wastewater systems requiring the most reasonable operating and maintenance costs.

1.3. Potable Water Specifications, Non-Potable Irrigation Water Specifications, Wastewater Technical Specifications, and Standard Details are now included in the Collier County Utilities Standards Manual. By reference, the Public Utilities Administrator or designee shall publish the Manual and should provide for periodic revisions thereto, consistent with good engineering practices and standards.

**SECTION TWO: TITLE AND CITATION.**

This Ordinance shall be known and may be cited as the Collier County Utilities Standards and Procedures Ordinance.

**SECTION THREE: APPLICABILITY.**

This Ordinance shall be applicable to development activities within the Collier County Water-Sewer District, the Goodland Sub-District and the remaining unincorporated areas of Collier County, Florida. For the purposes of simplicity and brevity, references herein to the Collier County Water-Sewer District shall also refer to the Goodland Sub-District, where appropriate, as the context requires.

**SECTION FOUR: WATER AND WASTEWATER ORDINANCES AND**

## **RESOLUTIONS.**

The Board of County Commissioners, acting in their regular capacity as well as their capacity as the Ex-Officio Governing Board of the Collier County Water-Sewer District (including the Goodland Sub-District) has adopted other Ordinances, Ordinance amendments and Resolutions on behalf of the County and the District. Such Ordinances, Ordinance amendments and Resolutions, together with all such duly adopted subsequent Ordinances, Ordinance amendments and Resolutions apply fully except to the extent, if any, specifically and expressly superseded by this Ordinance.

### **SECTION FIVE: SERVICE AREAS.**

5.1. The following requirements shall apply with respect to the County's review of utility construction within the District's Service Area in the unincorporated area:

5.2. Construction of all utility systems including, but not limited to, interim utility systems, shall comply with the LDC, with this Ordinance, and with the Collier County Utilities Standards Manual, which is hereby adopted by the Board as part of this Ordinance. The Penalty provisions of this Ordinance apply equally to the Manual and to exhibits then incorporated by reference into the Manual.

5.3. Utility construction shall not commence until the utility construction documents for each project have been reviewed and approved by the Engineering Review Services Department Director (County Engineer) or designee and the County has thereafter issued a written authorization to construct. Conveyance of completed interim utility system(s) or portion(s) thereof within these certificated or other approved service areas shall be in compliance with the LDC, this Ordinance, and the Collier County Utilities Standards Manual.

5.4. Prohibited Connections.

Refer to the latest revision of the County Cross-Connection Ordinance as well as Sections 5.4.1, 5.4.2 and 5.4.3 below.

5.4.1. Wastewater and Stormwater.

No individual or entity owning, possessing or having control of any building, structure, or other improvements within the then existing District shall cause, permit, allow or suffer any

stormwater and/or any water used for irrigation to be discharged into any sanitary sewer, drain, cleanout, or manhole that is connected to the District's wastewater collection system (direct discharge), or into any other facility that is connected into such sewer, drain or manhole, (indirect discharge). Only wastewater from toilets, lavatories, sinks, bathtubs or showers upon or in said premises shall be discharged into any such sewer, drain or manhole.

#### 5.4.2. Yard, Garden, Private Stormwater Drainage Facilities.

No yard drainage, garden drainage, nor any stormwater, including from a drainage line, roof drain or downspout, shall discharge directly or indirectly into the County's or the District's wastewater collection system.

#### 5.4.3. Inspection – Correction of Violation Condition.

An authorized representative of the County may enter premises (except an owner-occupied residence) to determine whether any violation of subsection 5.4.1 or 5.4.2 exists. If it is determined that such violation exists, staff shall provide written notice to the owner or occupant of the premises to direct that all such violations be corrected within thirty (30) days of receipt of such notice, and within that thirty (30) days period, the noticed owner or occupant shall notify staff in writing that each such violation has in fact been corrected. If staff does not receive such notification of correction within that thirty (30) day period, staff may correct all such violations subject to providing the owner or occupant not less than three (3) additional work days written notice. Notice from the County or District may be registered mail or by any other lawful means of delivery of such notice, addressed to the owner (or occupant) as the owner's name and address then appear on the then most current tax assessment roll. In the event County staff corrects the violation(s), the County's may record a lien against the relevant premises, which lien shall run with the land and may be foreclosed upon or otherwise collected by staff.

### **SECTION SIX: DEFINITIONS AND ABBREVIATIONS.**

#### **I. Definitions.**

For the purposes of this Ordinance, the following terms, phrases, and words, shall have the meaning specified herein. When not inconsistent with the context, words in the present tense include future tense, words used in the singular number include the plural, and words used in

the plural include the singular. "Shall" is always mandatory; "may" is discretionary. Definitions in this Ordinance supersede definitions in the Standards Manual to the extent of any conflict between a definition in this Ordinance and a definition in the Manual. No definition in this Ordinance shall be construed to affect any definition in the Florida Administrative Code or any other administrative regulation of any superior government agency unless such F.A.C. or other governmental regulation's definition can lawfully be expanded, contracted or otherwise amended by this Ordinance and the apparent intent of the conflicting definition in this Ordinance is to amend the scope or application of the respective conflicting exterior definition. Many of these definitions contain substantive provisions. The fact that a substantive provision is contained in a definition does not affect full applicability of each such substantive provision.

***Adequate Public Facilities Letter:*** Written verification prior to submittal of construction documents from *another utility* (including a municipal owned or other government owned or controlled utility, or privately owned or franchised utility) that demonstrates that concurrency requirements are firmly complied with. This letter shall clearly verify the type and capacity of potable water, non-potable irrigation water and/or wastewater utility services that is available to provide each such utility capacity to serve the specific structure, building or unit, as well as any restrictions, conditions and requirements the utility may have regarding issuance of a binding written commitment for service to each such proposed structure, building and unit. Refer to Subsection 7.1.6 herein.

***Availability Letter:*** Written documentation stating water and/or sewer service is available to the applicant via then existing utility lines adequate to serve each such structure, building and unit(s). This written documentation must be provided by designee of the respective utility (including the District when the District is the provider); and no guarantee is issued that adequate capacity will be available to the respective structure, building and unit until each such structure, building and unit has received its capacity commitment for the respective utility service.

***Board:*** Board of County Commissioners of Collier County, Florida, as the Governing Body of Collier County, Florida, and, where appropriate, as the Ex-Officio Governing Board of the Collier County Water-Sewer District (including the Goodland Sub-District) and every other future sub-district of the District.



***Collier County Water-Sewer District (CCWSD) or District:*** An independent special district within Collier County that is defined in the Special Act, Chapter 2003-353, as such Act may be amended, and is governed by the Board of County Commissioners.

***Collier County Water-Wastewater Authority:*** A five-member Authority appointed by the Board of County Commissioners consisting of three technical and two lay members, having a wide range of regulatory authority regarding the approval of rates, service area boundaries, customer/utility disputes, and quality of service issues related to certificated private, investor-owned water and wastewater utilities operating in unincorporated Collier County and the City of Marco Island. A Collier County Board (Authority) created and empowered by Article VIII of the Collier County Code of Laws and Ordinances (the same being Ordinance No. 96-6, as amended).

***Community Development and Environmental Services Division:*** A Division of Collier County which, for purposes of this Ordinance, shall be responsible for processing, reviewing and approving potable water, non-potable irrigation water and/or wastewater construction requests, pursuant to the terms and conditions of this Ordinance and/or the LDC, including the engineering evaluation, design and construction of potable water, non-potable irrigation water and/or wastewater utility systems. As outlined herein, and as set forth in the LDC, the "Community Development and Environmental Services Administrator" shall mean the Engineering Review Services Department Director (County Engineer).

***Construction Document:*** Construction drawings, technical specifications, hydraulic design reports, Florida Department of Environmental Protection ("FDEP") Permit Applications, Plats, where required, and other supportive documents and data necessary to permit the review of proposed potable water, non-potable irrigation water and/or wastewater system additions, extensions and/or improvements. An Engineer's Report must also be included, with a summary of the proposed construction, including connections, phasing, assumptions, and estimated total flows.

***Construction Document Modification:*** Revised construction document(s) that include a written technical description of all modifications.

***Contractor:*** Individual, partnership, agency, organization, corporation or the like licensed in the State of Florida to perform underground utility construction in Collier County.

***Contractual Guarantee:*** A Construction and Maintenance Agreement guarantee on streets, sidewalks, stormwater system, etc., that all subdivision developers are required to provide along with the Utilities Performance Security guarantee.

***County:*** Includes Collier County, the Board of County Commissioners of Collier County, Florida, and/or the duly authorized staff, agent or representative acting on behalf of the Board of County Commissioners, to supervise and/or manage the operations of the publicly owned potable water, non-potable water and wastewater systems, and whose duties include administration of this Ordinance. Shall also include the District unless the specific the context does not reasonably permit such construction.

***County Inspector:*** A representative of Collier County designated to provide periodic inspection of all potable water, non-potable irrigation water and/or wastewater systems.

***County Utility Easement (CUE):*** An easement conveyed to the County and/or District to use land for operation and/or maintenance of utility systems and/or utility facilities.

***Customer:*** means each residence, apartment unit, condominium unit, office or other unit of a building or structure, each mobile home, each recreational vehicle, etc., is one (1) customer. A duplex is two (2) customers; a triplex is three (3) customers, etc. Customer does not refer to each individual served.

***Developer:*** Any individual, partnership, corporation, owner, sub-divider, including a governmental agency, or designated agents, successors, or assigns, or such other entity that proposes and/or undertakes the construction of potable water, non-potable irrigation water and/or wastewater systems, or portion(s) thereof, to provide service for any property or properties, area, development or subdivision in which the potable water, non-potable irrigation water and/or wastewater systems are to be extended from, connected to, or ultimately become part of the potable water, non-potable water irrigation or wastewater systems of Collier County Water-Sewer District, Collier County, Florida.

***Development Services Advisory Committee (DSAC):*** A fifteen (15) member committee created pursuant to Ordinance No. 95-60 to provide reports and recommendations to the Board of County Commissioners, to assist in the enhancement of the operational efficiency and budgetary accountability within the Community Development and Environmental Services and

Public Utilities Divisions, and to serve as a primary communications link between the Divisions, the development industry and the citizens and residents of Collier County.

***Deviation:*** Requested variation from the requirements of this Ordinance or the Collier County Standards Manual requiring written approval from the Public Utilities Division Administrator or designee(s).

***Distribution Mains:*** Potable water or non-potable irrigation water mains less than 16" in diameter that distribute water at the project or customer level.

***District:*** See definition of Collier County Water-Sewer District.

***District Service Area:*** All geographic areas where the District is then authorized to provide potable water and/or wastewater service, and/or non-potable irrigation water, and/or bulk service, by general law or by Special Act(s) of the Florida Legislature, including all such geographic areas then being served with interim service by any other service provider. The following areas are not included in the District's Service Area (1) All geographic areas within the geographic boundaries of each municipality as those municipal boundaries existed on the effective date of Chapter 2003-353, Laws of Florida; and (2) all areas within the City of Golden Gate (which is not a municipal corporation) as such area is now or hereafter defined in subsection 5(C) of Section 3 of Chapter 2003-353, Laws of Florida; and (3) all area within the geographic boundaries of each independent Special Improvement District; and (4) all area within each Community Development District area; and (5) all area within the geographic boundaries of each utility service area then actively certificated to the subject utility by the Collier County Water-Wastewater (or hereafter by the Florida Public Service Commission in the event the County cedes such Chapter 367, Florida Statute, jurisdiction back to the FPSC (for as long as such certificated area is viable). Except as to the geographic areas listed herein, this Ordinance applies to each person or entity, lessee, trustee and/or receiver, owning, operating, managing, or controlling such facilities of system, or proposing construction of such facilities and/or system, who or which is providing or proposes to provide any such service, or any combination thereof, within the unincorporated area of the County except:

a) Property used solely or principally in the business of bottling, selling, distributing or furnishing bottled water; and

b) Subject to Chapter 2003-353, Laws of Florida, such facilities or system(s) owned, operated, managed, or controlled by another government or governmental agency.

Subject to Chapter 2003-353, Laws of Florida and to other then applicable Florida Special Acts, if any, and subject to then applicable Federal Laws, if any, and general law of Florida, the District's service areas may from time-to-time be expanded, contracted or otherwise changed by Resolution of the Board or by Collier County Ordinance, or by amendment to Chapter 2003-353, Laws of Florida, a Special Act that controls the powers of the Board and the Collier County Water-Sewer District.

**Dual System:** A utility system within a development comprised of a non-potable irrigation water system and a potable water system.

**Easement:** An interest in land granted to holder by owner of land. Such grant entitles holder to specific limited uses of said land. Holder can be person, persons or the general public.

**Effluent:** The treated liquid end product of a wastewater treatment facility that is reused as reclaimed water for irrigation or other approved non-potable purposes.

**Engineer of Record:** The "Project Engineer," a registered professional engineer of record, responsible for: 1) the preparation of plans, specifications and other related design documents for the potable water, non-potable irrigation water and/or wastewater systems being constructed within Collier County and 2) certifying the project, including transportation and stormwater facilities, upon completion.

**Facility:** See definition of Water Facility and Wastewater Facility.

**Fees:** The non-reimbursable monetary compensation rendered to the County for construction document review and inspection service provided.

**Final Acceptance:** Acceptance by the Board of potable water, non-potable irrigation water and/or wastewater systems at least one year after preliminary acceptance, and after satisfactory completion of all Final Acceptance Obligations.

***Final Acceptance Obligations:*** These include Reimbursed Recording Fees, 1-Year Sewer Viewer Report and Video, Final Utility Inspection, and Final Attorney's Affidavit.

***Inspection:*** Periodic construction site visits by a County representative, the purpose of which is to ascertain/ensure compliance with County-approved construction documents and applicable ordinances, codes and statutes. Such periodic visits shall occur, but not be limited to, during construction of the potable water, non-potable irrigation water and/or wastewater additions, extensions and/or improvements (including road/transportation utilities relocate projects), after completion of construction (for preliminary acceptance prior to conveyance of the required potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof to the District), and after the one (1) year Contractual Guarantee period (for final acceptance of the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof by the County).

***Interim Utility Facility or Interim Utility System: (and Utility Facility):*** A potable water, non-potable irrigation water distribution, transmission, treatment, and/or supply system, a wastewater collection, transmission, treatment and/or disposal system, which meets all applicable rules and regulations associated with any federal, state or local regulatory authority, and which is owned by the applicant/developer or other person/entity other than the Collier County Water-Sewer District (CCWSD) and which, upon completion, is planned to be dedicated to the CCWSD. All such Interim Facility and/or Interim System shall remain interim until such time (if and when) each Interim facility (or facilities) and/or Interim System is interconnected into the District's system to be served by the District's system and the Interim Facilities and/or Interim System has been dedicated to the District pursuant to paragraph 10 in Section 5 of Chapter 2003-353, Laws of Florida.

***Internal Non-Potable Irrigation Water Distribution System:*** Any non-potable irrigation water distribution system not owned by the County or the District and located beyond the master meter assembly on the development side.

***Irrigation System:*** Any and all plant, system, facility or property, and additions, extensions and improvements thereto at then future times, constructed or acquired as part thereof, useful, necessary or having the then present capacity for future use in connection with the development of sources, treatment and distribution of irrigation water, and, without limiting the generality of

the foregoing, includes dams, wells, meters, reservoirs, storage tanks, lines, valves, pumping stations, laterals and pipes constructed or installed for the purpose of carrying irrigation water to the premises connected with such system; also includes all real and personal property and any interest or rights therein, easements, and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

***Irrigation Water:*** Potable, reclaimed and/or supplemental water artificially applied to lands to meet the water needs of growing plants; excludes rainfall.

***Lateral Sewer:*** A sewer that discharges into a branch or other wastewater system and has only building wastewater tributary to it.

***LDC:*** Collier County Land Development Code.

***Looping of Water Main:*** Interconnection of a development's potable water main(s) to minimize dead ends to promote the flow of potable water throughout a project and/or development.

***Master Meter:*** A radio read water meter that measures the total gallons of water used in a specific project, development or portion thereof other than service to separate, individual units.

***Master Pumping Station:*** A pumping station that has gravity flow or force mains from other Master Stations or Submaster Pumping Stations pumping into it, which then pumps into another Master Station or into a force main that pumps to the Water Reclamation Facility; has standby power.

***Meter:*** A device that measures the total gallons of water passing through a pipe.

***Master Plan Development:*** A tentative plan showing the proposed development of a tract of land for which development is to be carried out in one (1) or more stages. (See Site Alteration Plan, Site Development Plan, and Site Improvement Plan as defined in the LDC.)

***Modification Fee:*** Fee for revisions to County-approved construction documents, as requested by the Engineer of Record, when such revision necessitates an additional review and approval process. Revisions requested by the County or the District are exempt from this fee.

***Non-Potable Water:*** Water that is not suitable for drinking, culinary, or domestic purposes, including reclaimed or supplemental water; effluent, well, stormwater and/or surface water.

***Non-Potable Water System:*** See definition under Supplemental Water System and Reclaimed Water System.

***Non-Potable Water Facility:*** A facility used as a source of water for irrigation, cooling, or other approved, non-consumptive purposes. Facilities used as a source for drinking, culinary or domestic purposes are excluded from the definition of non-potable water facility.

***Ordinance:*** Throughout this Ordinance *the Ordinance of this Ordinance* shall include the Collier County Utilities Standards Manual and to all documents incorporated by reference in the Manual unless such inclusion is clearly not intended according to the context in the Manual.

***Person or Entity:*** Individual, partnership, agency, association, private or public corporation, organization, or political subdivision or the like which desires to construct potable water, non-potable irrigation water, and/or wastewater system additions, extensions and/or improvements and/or requires the services of the County or the District.

***Potable Water:*** Water that does not contain objectionable pollutants, contamination, minerals, or infective agents and is classified by law, rule or regulation as being acceptable for drinking, culinary, or domestic purposes.

***Potable Water Facility:*** Facility used as a source for drinking, culinary, or domestic purposes.

***Potable Water System:*** See definition under Water System.

***Preliminary Acceptance:*** Potable water, non-potable irrigation water and wastewater systems conveyance to the Board after satisfactory completion of inspections, tests, and certifications but not including final inspections.

***Probable Cost of Construction:*** Cost estimate prepared by the Engineer of Record for proposed potable water, non-potable irrigation water, and/or wastewater system additions, extensions and/or improvements which are required to be submitted to the County or the District for review.

**Project:** Potable water, non-potable irrigation water and/or wastewater system additions, extensions and/or improvements illustrated and described in the construction documents for the development of land in the unincorporated areas of Collier County.

**Public Utilities Division:** A Division of the Collier County government comprised of various departments including, but not limited to, the Water and Wastewater Departments. The Public Utilities Division is responsible for the management, operation and maintenance of the Collier County Water-Sewer District. The Public Utilities Division, together with the Community Development and Environmental Services Division shall have the responsibility to approve potable water, non-potable irrigation water (in dual systems) and wastewater systems requests, as well as engineering evaluations, including, but not limited to, the design and construction of all potable water, non-potable irrigation water, and wastewater systems eligible to be conveyed to the Board for ownership and maintenance as outlined herein.

**Reclaimed Water:** Water from a wastewater treatment facility that has received at least secondary advanced treatment and high-level disinfection and is used or useable for some beneficial non-potable, non-culinary, non-domestic purpose such as irrigation.

**Reclaimed Water System:** A network of pipes, pumping facilities, and appurtenances designed to convey and distribute reclaimed, supplemental, or a combination of reclaimed and supplemental water to one or more users; part of County's or District's non-potable irrigation water system. Reclaimed Water Systems referred to in this Ordinance refer to County-owned or District owned reclaimed system pipes six inches in diameter or greater, up to and including the master meter assembly and backflow device.

**Record Drawings:** Drawings that accurately identify the final, fixed constructed configuration of a utilities facility and/or system, including the drainage system.

**Review Fee:** Fee for work incurred by the County or the District to review and approve potable water, non-potable irrigation water and/or wastewater system construction documents and provide inspection during and after construction of said improvements.

**Reuse:** The deliberate application of reclaimed water for a beneficial non-potable, non-culinary, and non-domestic purpose such as irrigation.



***Right-of-Way:*** A strip of land, public or private, occupied or intended to be occupied by, or for repair of, a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, storm drainage, potable water or non-potable irrigation water main, sanitary or storm sewer main, or for similar use. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way, whether public or private, or as an easement, hereafter established and shown on a plat is to be separate and distinct from the lots or parcels adjoining such right-of-way, and is not included within the dimensions or areas of such lots or parcels.

***Service:*** Work incurred by the County or the District to review and approve potable water, non-potable irrigation water and/or wastewater system construction documents and provide inspection during and after construction of said improvements. May also mean Water Service – see definition of Water Service herein.

***Service Area:*** The geographical area(s) described in a Franchise Certificated Area or other form of approval granted by the Board of County Commissioners and/or the Water-Wastewater Authority to a utility to provide utility service within the described boundary of such area(s). The geographical area(s) may also be referred to as "territory" or "certificated area."

***Sewer Lateral:*** A gravity sewer pipe extending from the gravity sewer main to the customer's point of connection at the public right-of-way or County or District's Utility Easement limit.

***Sewer System:*** See definition under Wastewater System.

***Staff or County staff:*** Refers to the Collier County employee(s) authorized to perform the respective act or decision.

***Standards Manual or Manual:*** The "Collier County Water-Sewer District Utilities Standards Manual," as adopted by the Board of County Commissioners concurrently with the 2004 Utilities Standards and Procedures Ordinance, including all of its exhibits, consisting of, but not necessarily limited to, all technical standards, specifications, detail drawings, Utility Deviation Forms, Water Meter Sizing and Impact Fee Form, Final Waiver of Liens, and Utilities Conveyance Documents Checklists for potable water, non-potable irrigation water and wastewater systems.

***Subdeveloper:*** Refers to each individual or entity that develops, constructs or installs improvements to the real property in part of the development other than the Developer of the

development, including, but not limited to, each such sub-owner, builder, contractor, promoter, lessee, or tenant of improvements to real estate within the development when not acting as an agent of the developer, and after completion of such improvements, the title-holder of those improvements is not the developer and, therefore, the developer will not normally have the requisite authority to convey title of those facilities to the County or to the District without authorization from the subdeveloper.

***Submaster Pumping Station:*** The main pumping station of a subdivision that receives flow from other pumping stations and/or gravity flow which then pumps into a Master Pumping Station or County or District force main; does not have standby power.

***Supplemental Water:*** Non-potable ground water, stormwater or surface water.

***Supplemental Water System:*** A system of pipes, pumps and all other appurtenances or equipment needed to collect, transport and distribute supplemental water; part of County's or District's non-potable irrigation water system.

***Transmission Mains:*** Potable water mains sixteen inches (16") in diameter and larger that distribute water over a regional or sub-regional area, and non-potable water mains six inches (6") in diameter or greater. Also includes water mains used to transport well water from a well to a potable water treatment plant.

***Unincorporated Area:*** All Geographic areas in Collier County not within the boundaries of any municipal corporation as of the effective date of Chapter 2003-353, Laws of Florida. In the context of this Ordinance all areas hereafter annexed into a municipal corporation shall remain classified as being unincorporated to the extent that such annexed area is within the District's then existing Service Area.

***Utility:*** Any person or business entity, lessee, trustee and/or receiver, owning, operating, managing, or controlling a system, or proposing construction of a system, who or which is providing or proposes to provide potable water and/or non-potable irrigation water, or bulk water, and/or wastewater service, or any combination thereof, within any unincorporated area of the County to the public for compensation, but excluding only the following:

- a) Property used solely or principally in the business of bottling, selling, distributing or furnishing bottled water; or
- b) Such systems owned, operated, managed, or controlled by a Governmental Agency; or
- c) Manufacturer providing such utility service(s) solely in connection with its own manufacturing operations; or
- d) Public lodging establishment providing such utility service(s) solely in connection with lodging service to its guests; or
- e) Landlord or Homeowners' Association providing such utility service(s) to their own tenants or unit owners without specific compensation for any such utility service; or
- f) Potable water system and/or wastewater system which has a rated capacity (at maximum day system peak) of less than 2,000 gallons per day per utility service; or
- g) Utility deriving less than fifty percent (50%) of its revenues from unincorporated areas of the County, with the balance derived from the incorporated area. Any Utility which derives fifty percent (50%) or more of its revenues from the unincorporated areas of the County shall be subject to the provisions of this Ordinance only as they relate to rates, fees, and charges charged by the Utility in its unincorporated area(s); or
- h) Utility system that is then serving less than one hundred (100) customers with non-potable irrigation water, potable water and/or wastewater service. For the purpose of this subparagraph, a "customer" is not each individual served. Each residence, apartment unit, condominium unit, office or other unit of a building or structure, each mobile home, each recreational vehicle, etc., is one (1) customer. A duplex is two (2) customers; a triplex is three (3) customers, etc.

i) Systems solely for tenants or occupants of: governmental buildings, religious, educational or cultural institutions or facilities, or for recreational, scientific or institutional facilities.

j) Systems not owned by the Utility that are downstream from the Utility's master meter and are operated and sub-metered by a master metered customer of the Utility for resale to individual residential or commercial consumers occupying property owned or otherwise lawfully controlled by that master metered customer.

***Utility Code Subcommittee of the Development Services Advisory Committee (DSAC):*** A subcommittee of DSAC, created pursuant to Ordinance No. 95-60 to review and make recommendations on technical, operational and other issues relating to utility matters, and to serve as the primary communication link between the Community Development and Environmental Services Division, the Public Utilities Division, the development industry and the citizens and residents of the County on such matters.

***Utility Company:*** A telephone, electric, gas, cable, etc. company such as, but not limited to, Florida Power and Light, Sprint, Comcast and Time Warner.

***Utility Construction Document:*** See definition under Construction Document.

***Utilities Performance Security (UPS):*** A Performance Bond, Cash Bond, Irrevocable Letter of Credit, or other authorized form of security furnished by the Developer to the County or the District, prior to recording of plat or conveyance of utility facilities, for all water and wastewater and/or other utility facilities construction to guarantee the construction, workmanship and/or materials for the warranty period after the utility system(s) or portion(s) thereof have been conveyed to the County, District, or other appropriate Water-Sewer District, or upon completion of the utility system(s) or portion(s) thereof when construction occurs on private property. (Refer to Sec. 8.5: Utilities Performance Security.)

***Wastewater:*** The combination of liquid and water-carried pollutants from residences, commercial buildings, industrial plants, and institutions, together with any groundwater infiltration, surface runoff, or leachate that may be present.

**Wastewater Facility:** The structures, equipment and processes required to treat and store domestic and industrial wastes, and dispose of the effluent and sludge.

**Wastewater System:** Any and all plant, system, facility or property, and additions, extensions and improvements thereto at any future time constructed for acquisition as a part thereof, useful, necessary or then having capacity for future use in connection with the collection and treatment of wastewater – and/or disposal of wastewater effluent of any nature - originating from any source, and without limiting the generality of the foregoing; includes treatment plants, pumping stations, lift stations, deep injection wells, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; also includes all wastewater mains and laterals for the reception and collection of wastewater from premises connected therewith; also includes all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

**Water Facility:** The structures, equipment and processes required to treat and store water.

**Water Service:** A water service installation which includes: tapping saddle, corporation stop, service line and radio read meter installation, meter box, wye, curbstop, and backflow prevention device, if required, extended to property line or utility easement limit.

**Water-Sewer District:** See definition under Collier County Water-Sewer District.

**Water System:** Any and all plant, system, facility or property, and additions, extensions and improvements thereto at then future times, constructed or acquired as a part thereof, useful or necessary or having the then present capacity for future use in connection with the development of sources, treatment or purification and distribution of potable water, and, without limiting the generality of the foregoing, includes dams, reservoirs, storage tanks, lines, valves, pumping stations, laterals and pipes for the purpose of carrying potable water to the premises connected with such system; also includes all real and personal property and any interest or rights therein, easements, and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

## **II. Abbreviations.**

ANSI – American National Standards Institute

ASTM – American Society for Testing and Materials

AWWA – American Water Works Association

BCC – Board of County Commissioners

CCWSD – Collier County Water-Sewer District

CDES – Community Development and Environmental Services Division

CPI – Concrete Pipe Institute

CUE – County Utility Easement

DCA – Department of Community Affairs

DSAC – Development Services Advisory Committee

ERP – Environmental Resource Permit

FAC – Florida Administrative Code

FDEP – Florida Department of Environmental Protection

FDOT – Florida Department of Transportation

GIS – Geographic Information System

LDC – Land Development Code

MSW – Municipal Solid Waste

NAD – North American Datum

NEC – National Electrical Code

NEMA – National Electrical Manufacturers Association

NFPA – National Fire Protection Association

NPDES – National Pollutant Discharge Elimination System

NWRI – National Water Research Institute

PE – Professional Engineer

PUD – Public Utilities Division (can also mean Planned Unit Development)

PWA – Preliminary Work Authorization

ROW – Right-of-Way

SDP – Site Development Plan

SFWMD – South Florida Water Management District

SIP – Site Improvement Plan

UPS – Utilities Performance Security

USACE – U.S. Army Corps of Engineers

WEF – Water Environment Federation

**SECTION SEVEN: POLICIES AND STANDARDS.**

7.1. Utility Service: Availability of Service from the District.

7.1.1. As a requirement to Developer's submittal of construction documents, Developer shall obtain prior written verification from the Public Utilities Division regarding service from the District, which shall (i) ascertain the current status of utility service from the District, if any; (ii) identify restrictions, if any, of availability of such service(s); and (iii) provide pertinent facts regarding location and availability of District's existing and/or then proposed District utility system(s). The Division shall respond in writing to all such requests.

7.1.2. Service From the District Not Readily Available. Service from the District is not "readily available" except to the extent that the extension of the District's utility facilities is then a planned five-year capital improvement program in the then current Collier County Water and/or Wastewater Master Plan, and the respective Plan's extension to the project site is planned to

commence within five (5) years or less from the time of the inquiry from the Developer to County staff for such service(s). If an extension of the District's facilities to the respective project is planned to commence within five (5) years according to the then applicable Master Plan, but the applicant desires that such then planned time schedule be accelerated in time, the Developer may negotiate a utility facilities extension agreement with the District, (which agreement may include upsizing provisions).

7.1.3. Development Project Extending Its Utility Facilities to the District's System if Connections to Interim Facilities are Not Available. If the District's respective utility system does not have access "readily available" to serve the respective project in the District's service area (as such service availability is then specified in the respective Master Plan as described herein), extensions of the project's utility facilities to the District's infrastructure will be required unless interim service is available from another utility as specified below. No such extensions shall be any responsibility of the County or the District, fiscally and otherwise (time and schedule) and such facilities must be dedicated to and accepted by the District at no cost to the District before any such respective utility service from the District commences.

7.1.4. Interim Service Provided By Another Utility Service Provider Until District's Facilities May Become Available. If it is determined by the County staff, in consultation with representatives of the project desiring the utility service(s), that neither of the above-stated two (2) alternatives (extension of the project's utility facilities to the District's system, or a utility facilities extension agreement to extend the District's facilities to the project earlier than contemplated in the then applicable Master Plan) is feasible, only *interim service* from another utility (governmental, municipal or private) can be authorized by the Public Utilities Administrator or designee by means of agreement. The Utility Administrator or designee on behalf of the District may authorize the other utility to provide interim service to the project, in accord with paragraph 10 of Section 5 of Chapter 2003-353, Laws of Florida, the District as a matter of that Law cannot and shall not approve any expansion of any permanent utility facilities from any such other Utility or utility service provider into or within the District's then existing service area. No such extension shall be any responsibility of the County or the District, fiscally and otherwise (time and schedule). Each such interim service agreement (between the project and the other Utility or utility service provider) must be executed by the other utility or service provider, by authorized representatives of the project to be served, by the District and by the Board.



7.1.5. Interim Utility Facility. Provided (a) the Project Extending Its Utility Facilities to the District's System is not feasible, and (b) Interim Service From Another Utility or other service provider is not feasible, and (c) a utility facilities extension agreement (Form 1) is not feasible, and provided the proposed Interim Utility Facility/System is then a lawful use at the project site (in accordance with the County's LDC and all applicable laws, ordinance, rules, regulations, and relevant written agreements, if any), the project's representatives may apply to staff to request authorization for an Interim Service Facility/System by entering into an Interim Facility/System Agreement (see Standard Form 1, herein below). Each such service agreement must be executed by authorized representatives of the project to be served by the Interim Utility Facility, by the District and by the Board.

7.1.6. Adequate Public Facilities Letter. In the event the proposed development is outside the service area of the CCWSD, but within the then Certificated Service Area of any another Utility or utility service provider, that Utility or utility service provider shall submit an Adequate Public Facilities Letter to CDES. That Letter must prove that prompt availability of such service is available to adequately provide the utility service(s) and must demonstrate that the entity can and will provide service to the proposed development in accordance with Chapter 64E-6 F.A.C. for water and wastewater service systems having a capacity not exceeding 10,000 GPD; also in accord with Chapters 62-550 and 62-555 F.A.C. for water systems having a capacity of greater than 10,000 GPD, and/or with Chapter 62-600 F.A.C. for wastewater systems having a capacity of greater than 10,000 GPD. The Adequate Public Facilities Letter must clearly describe the type and capacity of the utility services that is available in accordance with the then existing standards in Chapter 64E-6 F.A.C. or Chapter 62-600 F.A.C., as applicable, and must include all restrictions or requirements the Utility (or service provider) may have regarding the issuance of a binding written commitment for such service(s) to the proposed project. In the event that potable water, non-potable irrigation water and/or wastewater service is not readily available to fully serve the proposed project, it shall be the Developer's responsibility to extend and/or improve such service so that such service(s) can be utilized, or clearly and fully detail the steps that will be taken to be served with interim utility services. All F.A.C. provisions referred to herein that are renumbered shall be fully applicable. Refer also to this Ordinance's Definition of *Adequate Public Facilities Letter*, which is incorporated herein. The CDES Administrator or designee may require additional information from the Utility (or other service provider) in addition to the Adequate Public Facilities Letter, whereby the Utility (or other service provider) must prove to staff's reasonable satisfaction that

the required service(s) are readily available and will be provided promptly. If requested by staff, the other Utility (or service provider), at no expense to the County, shall promptly provide staff with a capacity analysis report for such utility service(s), as well as such other additional information as may be requested by staff. The burden of proof is on the Utility or service provider.

## 7.2. FDEP Permits.

7.2.1. With respect to development and/or release of FDEP Construction Permit Applications from the Community Development and Environmental Services Division, written approval from the Engineering Review Services Department Director (County Engineer) or designee of the utility portion of the construction documents for the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof is mandatory before the County or District executes and releases applications for any required FDEP permits. Prior to commencement of construction, FDEP permit must be issued. With respect to development of and/or construction activities for an interim utility system, the Developer may obtain executed FDEP permit applications prior to Engineering Review Services Department Director (County Engineer) final written approval of construction documents. Under no circumstances shall construction commence with regard to the interim utility system until the construction commencement criteria in Section 8.6 herein have been satisfied. With respect to those service areas outside the CCWSD, copies of all approved FDEP construction and operating permits shall be submitted to the County or District immediately upon issuance and receipt.

7.2.2. With respect to the FDEP Certification of Completion of Construction forms, the Engineering Review Services Department Director (County Engineer) or designee will have the forms executed by the Public Utilities Division after they receive the Preliminary Inspection approval letter during the Preliminary Acceptance process. The Engineering Review Services Department Director (County Engineer) or designee will release the forms after review and approval of the required Utility Conveyance Checklists items in the Standards Manual per Preliminary Conveyance Policy.

## 7.3. Design and Performance Standard Manuals and Publications.

The minimal, but mandatory, utility design requirements of this Ordinance are established by the most recent technical standards, procedures and criteria as set forth in the latest edition(s) of the publications and standards listed in the Standards Manual. The minimal, but mandatory,

utility design requirements set forth in the Standards Manual are incorporated herein and are, thereby, an integral part of this Ordinance. Deviation from the established criteria, as set forth in the Standards Manual, is not precluded, provided that, the Engineer of Record shall provide, for County Water or Wastewater Director review, a design Deviation based on such rational criteria that promotes, protects, and/or improves the public's health, safety and welfare and upon such showing, receives the County's or District's prior written approval. Neither County nor District approval shall be granted to any proposed design that jeopardizes the public health, safety and welfare, or that would result in a system performance less than that which would be provided to the public by adherence to the recognized and accepted industry standards set forth in the manuals/publications listed in the Standards Manual.

#### 7.4. Owner's Responsibilities to Maintain or Repair Interim Utility Facilities.

Project developers, their successors, or assigns, that own the respective interim utility facilities and/or system(s) shall be responsible to maintain, repair and/or replace all interim facilities and/or systems, including all costs, if any, incurred by the County or District to maintain and/or repair interim utility facilities in compliance with this Ordinance and with all applicable standards and regulations, including FDEP potable water and/or wastewater quality regulations and other regulations. Such costs shall be borne by the Developers, their successors, or assigns of such facilities and/or systems, including homeowner's associations and similar associations, as applicable, and shall run with the land (where such facilities and/or system are located) until, if and when, the interim facilities and/or interim facilities are connected to the Collier County Water-Sewer District's system.

#### 7.5. Construction Observation and Inspection

See Subsections 9.1 and 9.4.

#### 7.6. Utilities Conveyance and Acceptance.

The transfer of ownership of any utility facility, including any interim utility facility, to the District shall comply with the requirements of law, as set forth in the *Florida Statutes*, and applicable County Resolutions. (Refer to Section 10: Utility Conveyance Procedures herein.)

#### 7.7. Utility Easement.

7.7.1. All uses of Collier County Utility Easements (CUE) shall be in accordance with this Ordinance or other Board approved uses and shall be for the exclusive sub-surface use of the Board or other County or District approved uses. All CUEs shall comply with relevant LDC requirements, unless specifically authorized to do otherwise in writing (in the form of a Utility Deviation Form) by the Public Utilities Division Administrator or designee(s). Any use, other than service crossings, of a CUE that is not authorized by the County or District and/or approved by the Board is prohibited. Any use of a CUE that creates a hazard or potential hazard to the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof or to the employees of the Board/County/CCWSD in the performance of their duties is prohibited. Private road right-of-ways with CUE overlays are exempt from the

exclusive use provision, however, all design setback and construction requirements of the Ordinance shall be adhered to.

7.7.2. Privately-owned utilities may be allowed within a CUE, subject to prior approval by the Engineering Review Services Department Director (County Engineer) or designee with coordination with the Transportation Services Division and/or the Public Utilities Division, and provided that such privately-owned utility does not hinder operation and/or maintenance and/or repair activities and does not create an unnecessary financial burden to the rate payers of the District. Aboveground improvements such as, but not limited to, paved parking, decorative walls and/or landscaping may be permitted to be installed within a CUE by the grantor, its successors or assigns. However, all costs and expenses of any and all repairs, replacements, maintenance and restorations of all such improvements shall be the sole financial responsibility of the grantor, its successors or assigns. These cost obligations shall be clearly stated on the approved plans, record drawings, and, if applicable, in the Home Owners' Association documents but failure to state such obligations shall not affect these obligations.

7.7.3. Combined water-wastewater easements shall be agreed upon on a case-by-case basis, dependent on depth of lines and shall not be combined, unless and until approved by the Engineering Review Services Department Director (County Engineer) or designee.

7.7.4. Width of Easements.

- a) Minimum width of potable water main, force main, and/or non-potable irrigation main easements shall be fifteen (15) feet.
- b) Minimum width of gravity wastewater easements shall be twice the depth of the bottom of the line or fifteen (15) feet, whichever is greater; and
- c) Lift station easements shall be at least twice the depth by twice the depth of the lift station inside-of-wetwell bottom or thirty (30) feet by thirty (30) feet, whichever is greater; and
- d) Combined water-wastewater easements shall be agreed upon on a case-by-case basis, dependent upon depth of lines.

e) In the event that the CUE(s) do not provide the County/District with full, adequate physical access to the respective utility facilities, the County must be provided with other written rights of physical access to such utility facilities.

f) For Well Easements, refer to the LDC.

#### 7.8. Building Permits — Connection Fees and Charges.

County shall not approve the issuance of a building permit until the utility construction documents, together with the associated Plat, have been reviewed and approved pursuant to the LDC, and all appropriate potable water, non-potable irrigation water and/or wastewater system impact fees, connection fees and the County's costs or District's costs, if any, of making emergency repairs or maintenance to the Utility Facilities before Final Acceptance of the Utility Facilities have been paid. The Developer shall be responsible for coordinating development activities with the County, and shall ensure that all necessary utility construction documents, plats, etc., are submitted for review and approval. Temporary use permits shall be exempt from the utility construction document approval requirement prior to Building Permit approval, unless specific conditions preclude such exemption.

#### 7.9. Certificates of Occupancy.

A Certificate of Occupancy shall not be issued for any structure prior to preliminary acceptance of all potable water, non-potable irrigation water and/or wastewater systems required by this Ordinance or the LDC.

### **SECTION EIGHT: CONSTRUCTION APPROVAL AND DOCUMENT SUBMISSIONS.**

#### 8.1. General.

This section establishes the County's or District's minimum requirements, pursuant to, or in addition to, the minimum LDC requirements for the submission of the following construction documents by the Developer, Owner and/or Contractor, for County or District review; however, the Engineering Review Services Department Director (County Engineer) or designee or District staff may require additional data, as the County or District staff deems necessary, in order to complete its review of:

- a) Potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof for projects proposing to connect to existing potable water, non-potable irrigation water, and/or wastewater systems; and
- b) Potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof for projects proposing to be served by interim potable water, non-potable irrigation water and/or wastewater treatment systems.

Where practical, as determined by the County staff during the plan review process, potable water distribution main extensions shall be looped to County (District) potable water transmission mains. Water distribution mains at cul-de-sacs, if not looped, shall have a flushing device at the end of the line.

## 8.2. Construction Documents.

8.2.1. Preparation of Construction Documents. Construction drawings and technical specifications for the construction, extension and/or modification of potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof shall be prepared by, or under the supervision of, and shall be certified by, the Engineer of Record, a Professional Engineer licensed to practice in the State of Florida, under Chapter 471, *Florida Statutes*.

8.2.2. Pre-submittal Conference. It is required that prior to initial submission to County staff of construction documents, the Owner, Developer or authorized agent, (the "applicant") confer with the Public Utilities representative and Community Development and Environmental Services representative to obtain information and guidance, and to initiate an informal preliminary review, pursuant to the LDC, as may be amended, before substantial commitments of time and/or money are made in preparation and submission of further documentation.

8.2.3. Submittals. Unless instructed otherwise at the Pre-submittal Conference, initial submittal of construction documents, together with any supportive materials, shall be submitted to the Community Development and Environmental Services Administrator or designee and shall be accompanied by a descriptive cover letter. Such cover letter shall contain, but not be limited to, the following:

- a. Project Name.

- b. Location of Project.
- c. Type of utility construction proposed.
- d. Estimated number of potable water, non-potable irrigation water and wastewater users to be served by the proposed construction.
- e. Explanation of what action the County or District is being requested to take regarding the materials submitted.
- f. List of documents attached.
- g. Engineer's Report - A concise report summarizing the proposed construction including connections, phasing, assumptions, and estimated total flows.

8.2.3.1. In the event the proposed construction is part of a proposed subdivision development and plat review process, applicant shall additionally follow, unless otherwise set forth herein, the "Development Requirements" procedures set forth in LDC, as then amended.

8.2.3.2. The County requires complete data and information with this initial submission in order to efficiently provide the necessary review. For this reason, a "standard transmittal" form will not be acceptable for the initial submission. However, transmittal forms may be utilized for the subsequent submittal of revised documents, additional items requested by the County staff and other information pertinent to the review and approval process.

8.2.4. Schedule of Fees and Charges. The Board shall by Resolution establish a Schedule of Fees and Charges for construction plan review and inspection services. The Schedule shall be posted in the Division of Community Development and Environmental Services. The Resolution shall be filed with the Clerk to the Board. The Schedule may be revised pursuant to standard resolution adoption and amendment procedures. The Construction Document Review Fee shall be submitted with the construction document submission. The Construction Document Review Resubmission Fee shall be required if the County's staff requires a third review in addition to the initial review and one resubmission. The resubmission fee shall be submitted at the time the third submission is made. The Construction Inspection Fee shall be submitted prior to the final construction plan approval. The Construction Document Modification Fee shall be submitted upon written request by the County staff prior to final



approval of the modifications requested. The Developer shall be responsible for the payment of all fees identified above.

8.2.5. Plans, Specifications and Cost Estimate. The Engineer of Record shall furnish complete sets of the construction drawings and technical specifications (Engineer's Report) as required by the Community Development and Environmental Services Division (a set of bound technical specifications shall be provided for Community Development's master file if not already done so). Construction drawings shall be prepared on standard size 24" x 36" sheets. Technical specifications (the Engineer's Report) shall be typewritten on 8-1/2" x 11" sheets and bound in an acceptable manner. Technical specifications (the Engineer's Report) shall include an estimate of probable construction costs, prepared by the Engineer of Record, which contains a summary of quantities and estimate of installed cost for the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof proposed for construction. The cost estimate shall be prepared by the Engineer of Record and submitted in itemized form to include the cost of all required improvements and/or the contract bid price for all work necessary to complete the required improvements. Incorporation of technical specifications into the construction drawings, in lieu of a separate set of written specifications as described above, shall not be acceptable. The construction documents shall be submitted to the Community Development and Environmental Services Administrator or designee for review and written approval prior to the commencement of construction. The construction documents shall include, but not be limited to:

a) Cover Sheet with Location Map

b) Site Utility Master Plan, indicating the overall site development and all proposed utility additions, extensions and/or improvements including easements, with references to the appropriate plan and profile sheets. If phasing of the project is proposed, phases shall be indicated on this drawing. For proposed points of connection to existing potable water, non-potable irrigation water and/or wastewater systems, the site utility plan shall indicate the method and materials to be used. Actual location of existing sewer mains and/or laterals, potable water lines and non-potable irrigation water lines and/or stubs shall be shown, where applicable.

c) Identification of individual lots for subdivisions and/or buildings and structures for condominiums, multi-family projects, etc.

d) For all projects, the proposed meter location(s) shall be illustrated. All commercial facilities must be metered separately from residential facilities with the exception of those commercial facilities that are within a master metered residential development and designed for the exclusive use of the residents within such development. Final meter sizes shall be determined by the Collier County Public Utilities Engineering Department Director or designee, and the construction document shall note if water services are to be installed by others. For preliminary meter sizing, see Consolidated Impact Fee Ordinance No. 2001-13, as amended, superseded or consolidated.

e) All existing utility easements on the particular property shall be shown on the drawings. Proposed easements may be required to be shown if the site working space is confined, as determined by County staff on a case-by-case basis. Easements required to be shown shall be clearly labeled and shall show the width and limits. (Refer to Section 7.7.)

f) Plan and profile sheets shall indicate the horizontal and vertical locations for all potable water, non-potable irrigation water and/or wastewater additions, extensions and/or improvements, including all appurtenances, as well as other proposed and/or existing system(s) or portion(s) thereof, together with all conflicts in the same general location. Special profile sheets shall be required when unique situations or complex conflicts occur that cannot be clearly detailed on standard plan and profile forms. Profiles shall be positioned on the sheet directly below the plan section they are illustrating, with the exception of utilities that are not eligible to be owned and maintained by the County or the District. For such utilities that are not owned and maintained by the County or the District, profiles shall be provided, but do not have to be positioned on the sheet directly below the plan section.

g) Potable water, non-potable irrigation water and/or wastewater standard details. Use of the technical standards contained in the Standards Manual shall be required for all construction projects. Pavement restoration, backfill standards, compaction requirements, etc., regarding work within the public rights-of-way or CUEs shall be governed by the rules and regulations established by the Public Utilities Division as outlined in the Standards Manual. Standard details involving these items shall reflect the requirements of the Public Utilities Division.

h) Complete Lift Station drawings, specifications, as required, and details including shop drawings, when necessary, shall be required. A special site plan of the lift station and appurtenances shall be provided. This plan shall contain specific details on the configuration of the station, location of appurtenances such as electric service and transformers, guard posts, control panel, fencing, landscaping, etc., and the proposed location with respect to roadways, sidewalks or bike paths, driveways and proposed or existing rights-of-way or utility easements.

i) Potable water and wastewater system hydraulic calculations.

j) A symbols and abbreviations legend.

k) A list of all County or District inspections that require 48-hour notice.

l) A statement as to who owns and maintains the onsite potable water, non-potable irrigation water and wastewater systems. (Refer to Section 10.4: Record Drawings herein.)

8.2.6. Connection to Non-County Owned Wastewater Systems. When connection to a central wastewater system, other than those owned and maintained by the County, the District, or other appropriate Water-Sewer District, is proposed, the requirements of Section 66-2 of the Collier County Code of Laws and Ordinances and amendments thereto shall be satisfied and shall comply with Subsections 7.1 through 7.1.5, inclusive, herein: "Utility Service: Availability."

8.2.7. Rights-of-Way Permits. Construction within dedicated public rights-of-way shall require an approved permit from the appropriate governmental County, State and/or Federal agency. A copy of the approved permit shall be submitted to County staff, prior to the project pre-construction meeting. Utility construction within a right-of-way owned by the State of Florida, shall require a FDOT Utility Permit. When companion FDEP permit applications must be obtained, they will be released for processing prior to final FDOT permit approval, provided the construction documents are satisfactory to the Public Utilities Administrator or designee.

8.3. Fire Control District Approval.

8.3.1. All construction drawings containing potable water distribution systems or portion(s) thereof shall be reviewed by, and shall require written approval by, the appropriate independent Fire Control Districts. Fire hydrant location design shall be in compliance with the LDC or

NFPA Regulations, latest edition, whichever is more restrictive. The Fire Control District shall provide the County staff with a letter approving the number and location of the fire protection facilities to serve the project. This letter shall contain an agreement by the Fire Control District to accept the ownership and maintenance responsibilities for the hydrants after construction is complete pursuant to the established policy of each individual Fire Control District in effect at such time. The Public Utilities Division will be responsible for the fire hydrant lead, up to and including the gate valve as specified in the Standards Manual, unless the Fire Districts do not accept ownership of the fire hydrants and leads after the isolation valve, in which case the entire lead and fire hydrant shall be dedicated to the District.

8.3.2. Upon completion of the potable water system construction, the Engineer of Record shall provide to the Community Development and Environmental Services Administrator or designee field fire-flow testing documentation by the appropriate Fire Control District that establishes that adequate fire-flow capabilities exist. The Engineer of Record must incorporate demand capacity and meter-sizing data establishing that the water meter selected does pass the total flows required by the project in the Engineer's Report for projects that are to utilize a master water meter to which fire hydrants shall be connected.

8.3.3. The County Water-Sewer District shall not be responsible for, and shall be held harmless from, any damages or loss resulting from inadequate sizing of a water meter to supply fire flow in addition to concurrent domestic demand for a particular project. Data on the meter sizing analysis shall also be contained in a hydraulic design report required in Subparagraph 8.2.5(i). Per F.A.C. 4A-46.041, the County shall not own, maintain and test fire lines – such ownership is the responsibility of the applicable Fire District.

#### 8.4. Plats.

8.4.1. A copy of the proposed plat for new subdivisions that contain potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof shall be submitted with the construction drawings to the County staff for review and approval. All utility easements that will be required for the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof shall be shown on the plat, if possible. Further, the dedication block on the cover sheet shall contain the following statements:

- a) That all Utility Easements for potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof and Ingress and Egress rights, where

appropriate, are provided to the Collier County Water-Sewer District to install, operate and maintain potable water, non-potable irrigation water and/or wastewater utility systems or portion(s) thereof within the Platted Area; and

b) Applicable potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof constructed within this Platted Area in compliance with the requirements set forth herein shall be conveyed to the Board as the Ex-Officio Governing Board of the Water-Sewer District upon acceptance of the additions, extensions and/or improvements required by the Plat.

8.4.2. Final approval of construction documents for a project will not be made until the Board, pursuant to the LDC requirements, has duly approved the proposed plat. Plats submitted and approved by the Board shall be in complete accordance with this Ordinance. Any requests for Deviations from this Ordinance shall be clearly outlined in the executive summary, with a copy sent to the affected Department(s). Deviations approved as part of the plat shall not be valid unless clearly outlined in the applicant's submittal letter and a copy of such approval by the Public Utilities Division Administrator or designee(s) is provided. If a plat is not required for a specific project, the Engineer of Record shall provide documentation confirming such so that the County staff may determine the extent of utility easements that must be provided.

#### 8.5 Utilities Performance Security and Final Acceptance Obligations Cash Bond.

8.5.1. Notwithstanding any other provision(s) in this Ordinance, the Developer shall be required to furnish a Final Acceptance Obligations cash bond to staff in the amount of four thousand dollars (\$4,000) and a Utilities Performance Security ("UPS") in an amount equal to one hundred and ten percent (110%) of the Engineer's Estimated Probable Cost of Construction for potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof or ten thousand dollars (\$10,000), whichever is greater. The Developer shall submit the Final Acceptance Obligations cash bond and UPS with the final construction documents. The UPS must be approved by the Collier County Attorney's Office prior to commencement of utility construction. The Final Acceptance Obligations cash bond shall be required, but a UPS is not required for the construction phase of a project, provided development is occurring on private, non-subdivided property, or if the UPS has been previously provided to the County or District, pursuant to the LDC requirements. A UPS shall be required on all projects during the guarantee or warranty period as described in this Ordinance. The Final Acceptance Obligations

cash bond is to reimburse the County or District for any and all late fees and all direct and indirect expenses incurred by the County or District that would not have been incurred if all duties and responsibilities had been promptly performed by the responsible party as required by this Ordinance, including, and not limited to, Final Attorney's Affidavit, all costs of Final Utility Inspection(s), Recording Fees, 1-Year Sewer Viewer Report and Video, costs of mailing or otherwise providing all notices, and emergency repairs and/or maintenance to the respective Utility System conducted by the County or District with regard to any such Utility facilities. The minimum amount of this Final Acceptance Obligations cash bond can be changed from time to time by Summary Agenda Resolution(s) of the Board of County Commissioners. Staff may summarily waive the UPS requirement when the utility facilities/systems are being constructed by, or on behalf of, another governmental entity, such as, but not limited to, the Collier County School Board, a Fire District, the State of Florida or any agency thereof, or the Government of the United States or any agency thereof.

8.5.2. Upon preliminary conveyance of utility system(s) or portion(s) thereof to the County, the Developer may request a reduction in the UPS in an amount equal to ten percent (10%) of the probable cost of utility construction for the required guarantee or warranty period. For completion of system(s) or portion(s) thereof constructed on private, non-subdivided property, a ten percent (10%) UPS shall be provided to, and accepted by, the County or District prior to preliminary acceptance of the completed utility system(s) or portion(s) thereof. Whenever reasonably possible, the UPS amount shall be based on the actual bid price of the potable water, non-potable irrigation water and/or wastewater systems. Whenever a bid price is utilized, a copy of the accepted bidder's proposal form shall be submitted with the UPS. The UPS shall be held by the County or District and shall secure and cover the performance of the Developer in construction and maintaining the subject potable water, non-potable irrigation water and/or wastewater additions, extensions and/or improvements. Acceptable UPS forms shall be a Performance Bond, Cash Bond, irrevocable Letter of Credit, or Escrow Agreement. The UPS must specify that the security shall not cease unless and until the Board has finally accepted the Utility System(s) that are covered by the UPS. No other form of security will be accepted unless a waiver of the requirements herein is granted by the Board. All surety companies associated with a performance Bond shall hold a current Certificate of Authority, as issued by the Treasury Department, as an acceptable surety on federal bonds under an Act of Congress approved July 30, 1947.

8.5.3. Attorneys-in-fact who sign a Performance Bond must file with the Bond a certified copy of their Power of Attorney Certificate. The Bond must either be signed, or countersigned by a Florida registered agent. The surety shall be directly responsible to the County and the District should the bond be utilized to complete any repairs or work on the project.

8.5.4. The issuer of any Letter of Credit shall be a federally insured and regulated savings and loan association or commercial bank, authorized to do, and doing business, in the State of Florida. The place of expiry must be in Florida. Any Letter of Credit must be irrevocable for at least twenty-four (24) months and must apply to both the construction and maintenance obligations of the Developer and all Final Utility Acceptance Obligations, including late fees, and must be acceptable to the Collier County Attorney. The beneficiary of any Letter of Credit shall be the Board. The beneficiary of a Letter of Credit provided as a UPS shall be entitled to draw on the Letter of Credit if:

1) The Developer has failed to construct or maintain the subject potable water, non-potable irrigation water and/or wastewater improvements; or has failed to fully perform all Final Acceptance Obligations. Final Acceptance Obligations must be submitted to Community Development & Environmental Services, Engineering Services Department within fourteen (14) months following Preliminary Acceptance.

2) The Letter of Credit is scheduled to expire prior to Final Acceptance, as described in Subsection 10.3 herein, and alternative performance security has not been provided and accepted in accordance with this Ordinance within three (3) business days prior to the expiration date.

8.5.5. A final utility inspection of the subject potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof shall be conducted prior to release of a UPS. All construction and maintenance obligations covered by a UPS shall be guaranteed and maintained by the Developer until satisfactory completion of the final utility inspection. To schedule the final utility inspection, the County staff shall provide written notice to the Engineer of Record, if practicable, approximately thirty (30) days prior to the completion of the one (1) year period from acceptance by the County, the District or the Board of the system(s) or portion(s) thereof. The representatives of the County, Engineer of Record, Contractor, and Developer shall conduct final utility inspection.

8.5.6. The Final Acceptance Obligations cash bond and the UPS shall remain, at all times, in full force and effect until the Board approves final acceptance. Upon such approval, the County staff shall return and release the UPS to the Project Engineer or the Developer's designated agent and shall return the then due payment balance, if any, of the Final Acceptance Obligations cash bond, without interest, to the entity that supplied the Final Acceptance Obligations cash bond. The provider of the cash bond shall be strictly responsible to promptly keep County staff advised of sufficient mailing return information to facilitate return of the then due cash bond balance. If the provider of the Final Acceptance Obligations cash bond does not notify staff in writing to the contrary, the Final Acceptance Obligations cash bond shall run with the land if the land is sold or otherwise transferred in the interim and in such event shall be returned to the then current landowner(s) or, if applicable, owner's of the common areas, such as the condominium association or developer's association. If due to default of the provider of the Final Acceptance Obligations cash bond, it is not possible for staff to ascertain the refundable amount of the bond within four (4) years of the date of delivery of that cash bond to the County and the District, the cash bond shall be forfeited to the Public Utilities Division after deducting all then known obligations payable out of that bond.



#### 8.6. Construction Commencement.

Potable water, non-potable irrigation water and/or wastewater system construction shall commence only after receipt of the following:

1. (a) Final written approval of the construction documents, or  
  
(b) Preliminary Work Authorization (PWA) approval as outlined in the LDC.
2. FDEP construction permits for the potable water, non-potable irrigation water and/or wastewater systems.
3. Any other permit that may be required for potable water, non-potable irrigation water and/or wastewater construction, including, but not limited to SFWMD ERP, MSW, USACE Dredge-Fill, NPDES and FDOT permits.
4. Pre-construction meeting as outlined in Subsection 9.2 herein.

#### 8.7. Construction Document Modification.

The Engineering Review Services Department Director (County Engineer) or designee, prior to commencement of construction, must approve all modifications to previously approved construction documents. The Engineer of Record shall submit a Construction Document Modification including a written technical description of all modifications, any and all applicable fees, and revised construction drawings to the County staff for written approval prior to construction.

### **SECTION NINE: CONSTRUCTION OBSERVATION AND INSPECTION.**

#### 9.1. General.

9.1.1. Installation of all potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof and/or connections to existing utility systems within the County shall be observed and inspected by qualified professional and technical personnel as deemed necessary by the Engineer of Record. Construction observation and inspection is required to ensure that the system(s) or portion(s) thereof accepted by the Board have been installed in accordance with the County staff approved construction drawings and technical specifications. Construction observation and inspection is further necessary to ensure that the County and the

potable water, non-potable irrigation water and/or wastewater Districts shall receive utility systems or portion(s) thereof that require minimum capital expenditure for operation and maintenance.

9.1.2. Under no circumstances will the County or the District accept anything less than the following. To assure proper laying and backfilling of utilities pipes and other underground utility facilities that can be damaged by improper laying or backfilling, a minimum of one or a combination of the following methods shall be utilized at the election of the entity doing the installation of the respective facilities: (i) mechanical screening of native bedding and backfill material to a compacted height of one foot above top of pipe, (ii) importing of select bedding and backfill material to a compacted height of one foot above top of pipe, (iii) full-time inspection during laying and backfilling to a compacted height of one foot above top of pipe, or (iv) certification by a geotechnical engineer licensed to practice in the State of Florida that the native or existing soils to be encountered during the construction of the underground utility will be suitable for use as bedding and fill material. If full-time inspection is the chosen alternative, such inspection shall consist of on-site inspection by a non-County-government-employee licensed Professional Engineer and/or qualified inspector under the supervision of the Professional Engineer performed (at no expense to the County or District for private projects) during the installation (laying and backfilling) of all potable water, or non-potable irrigation water and/or wastewater systems or portion(s) thereof. Record Drawings shall state which method was used to assure proper laying and backfilling of material.

## 9.2. Pre-Construction Meeting.

Upon County staff approval of a project's construction documents, and prior to the commencement of construction, a pre-construction meeting shall be conducted pursuant to the LDC. The pre-construction meeting shall be held in the offices of the County or, if deemed appropriate, at the office of the Engineer of Record. Representatives of the County, the Applicant(s), the Engineer of Record, the Utility Companies, the Contractor and the Developer shall attend the pre-construction meeting, unless waived by the County staff. At the pre-construction meeting, a schedule of construction activities and copies of all applicable state and federal permits shall be provided to the County representative(s). At least forty-eight (48) hours written notice shall be provided for scheduling the pre-construction meeting with the County staff. Should any utility construction commence prior to the pre-construction meeting, the County staff shall have the right to require partial or full exposure of all completed work for

observation, inspection and verification that utilities were installed in accordance with the approved construction documents and technical specifications. The Owner, Developer or authorized agent shall notify the County staff in writing of which one or a combination of the following methods will be used to assure proper laying and backfilling of utilities pipes: 1) mechanical screening of native bedding and backfill material to a compacted height of one foot above top of pipe, 2) importing of select bedding and backfill material to a compacted height of one foot above top of pipe, 3) full-time inspection during pipe laying and backfilling to a compacted height of one foot above top of pipe, or 4) certification by a geotechnical engineer licensed to practice in the State of Florida that the native or existing soils to be encountered during the construction of the underground utility will be suitable for use as bedding and fill material.

### 9.3. Construction Scheduling.

All potable water, non-potable irrigation water and/or wastewater system construction in right-of-way areas, including pressure testing and sewer lamping, shall be completed in accordance with the approved construction plans and technical specifications prior to proceeding with the stabilization of the roadway sub-grade. Installation of improvements that would complicate corrective work on the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof, shall be considered in scheduling all adjoining and/or related phases of the construction. The County staff shall be notified within twenty-four (24) hours, with written follow-up, of any problems and/or conflicts with the construction of the additions, extensions and/or improvements as they affect the completion of the proposed system(s) or portion(s) thereof in accordance with the approved construction plans and technical specifications. Failure to comply with this regulation shall constitute just cause for the issuance of a Stop Work Order by the County staff and the County staff shall have the right to require partial or full exposure of any related work which has been completed, in order to observe, inspect, and verify that the utilities were installed in accordance with the approved construction plans and technical specifications.

### 9.4. Construction Observation and Inspection.

#### 9.4.1. General.

Pursuant to the F.A.C., Chapter 62-555.533, the construction of potable water and/or wastewater system(s) or portion(s) thereof requires a Professional Engineer ("P.E.") to certify

that the construction was completed in accordance with the approved construction plans and technical specifications. The certification must be based upon on-site observation of construction; therefore, all potable water, non-potable irrigation water and/or wastewater systems construction shall require on-site construction observation in compliance with the LDC and F.A.C., Chapter 62-555.533, as may be amended hereafter. The construction observation shall be performed by a P.E. licensed to practice in the State of Florida or a designated technical representative under the P.E.'s direction.

The P.E.'s certification of construction compliance with County staff approved construction documents verifies that the potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof have been constructed in accordance with Record Drawings. Refer to Section 10: Utilities Conveyance Procedures.

#### 9.4.2. Construction Inspections by County Representatives.

9.4.2.1. Upon final written approval of construction documents by the County staff, the Engineer of Record shall be provided with a list of standard inspections that require the presence of a County representative. All required inspections shall be identified in the County's staff's approval letter for the project. The Engineer of Record or applicant's contractor shall be responsible for requesting County inspections based upon the scheduling and progress of construction. Requests for inspections shall be provided to the County staff at least forty-eight (48) hours prior to the requested inspection to allow scheduling of the County Inspector. Verbal confirmation of the inspection time or a request to reschedule the inspection shall be made by the Engineer of Record. During the County inspection, the Engineer of Record or his/her designated representative shall be available on-site.

9.4.2.2. Routine County inspections shall be performed without notice on all potable water, non-potable irrigation water and/or wastewater systems construction to ensure compliance with County approved construction documents. In the event the County Inspector, or an employee of the Public Utilities Division, during an on-site inspection, finds construction in progress which does not comply with the procedures and policies contained herein and/or the approved construction documents, the County Inspector, or employee of the Public Utilities Division shall have full authority to issue a Stop Work Order. Such Stop Work Order shall remain in full force and effect with respect to the non-compliant work until the documented discrepancies

have been corrected to the full satisfaction of the Public Utilities Division. Construction-related inspections, where applicable, shall include, but not be limited to, the following:

- a) Hot taps to potable water lines larger than 6" and wastewater systems lines greater than 4".\*
- b) Master meter and bypass piping.
- c) Jack & Bore casings.\*
- d) Pressure tests.\*
- e) Infiltration/Exfiltration tests.\*
- f) Lift station installation, prior to cover-up and start-up.\*
- g) Lift station start-up.\*
- h) Lamping of sewer lines.\*
- i) Pigging and flushing of wastewater lines, force mains, potable water mains and non-potable irrigation lines.\* Note: full bore flushing and pigging of potable water lines need only Water Department inspection.
- j) Television video taping of wastewater lines at end of construction and the warranty period ("in-office review").
- k) Conflict construction.\*
- l) Connections to existing potable water, non-potable irrigation water and wastewater systems.\*
- m) 8" diameter or larger casing installations.\*
- n) Other special requirements as specified by the County staff at the time of construction document approval.
- o) Chlorination of water lines and reflushing of line after chlorination (needs only Water Department inspection only).\*
- p) Installation of temporary meters/backflows.\*
- q) Bacteriological sampling (needs Water Department inspection only).\*
- r) Hot taps to any water concrete mains, pressure tests on lines 20" and greater, and connections to existing potable systems greater than 12" need to be inspected by the Water Department and CDES.\*

s) Fire flow testing.

\*An inspector on behalf of the County or other qualified employee of the County must be present during inspections marked with an asterisk.

#### 9.4.3. Preliminary Inspections.

A preliminary inspection of the completed system(s) or portion(s) thereof shall be required prior to any conveyance to and acceptance by the Board. During this inspection, the utilities will be checked for compliance with the approved construction drawings and/or approved revised construction drawings. All systems must be found to be in full compliance with the County-approved construction drawings, or County-approved revised construction drawings, prior to conveyance to the Board for acceptance. Refer to Section 10: Utilities Conveyance Procedures.

#### 9.4.4. Final Utility Inspections.

9.4.4.1. Final Utility Inspections procedures run with all land in, on or over which the respective utility facilities have been installed (constructed). The final utility inspection shall be conducted no earlier than one (1) year and no later than one (1) year and sixty (60) days after preliminary acceptance of the utility system(s) or portion(s) thereof by the Board. Each final utility inspection shall be delinquent (overdue) if not completed and passed within fourteen (14) months after that acceptance date. During this inspection, the utility system(s) or portion(s) thereof shall be examined for any defect in materials and/or workmanship, and for physical and operational compliance with the County staff approved Record Drawings. The UPS shall remain in effect until all Final Utility Acceptance Obligations have been satisfactorily completed, passed and final acceptance has been granted by the Board. Refer to Section Ten: Utilities Conveyance Policies and Procedures.

9.4.4.2. Delinquent Final Utility Inspections. Staff shall provide written notice of overdue final utility inspections and other failures to comply with final utility inspection requirements, including all Final Utility Acceptance Obligations. The notice shall allow sixty (60) days after receipt of the notice to comply fully with all final acceptance procedures. Any utility facilities that have not passed all Final Acceptance Obligations not later than sixty (60) days after receipt of the notice shall subject the service site and all units served by the utility facilities to all penalty provisions of this Ordinance, including withholding of all additional County permits,

permissions and authorizations regarding those sites and units, including, but not limited to, site development or site improvement plans, construction permits, and/or any amendments to any of the same. Subject to staff providing the notice, these provisions apply to final utility inspections that were delinquent prior to the effective date of this subsection.

**SECTION TEN: UTILITIES CONVEYANCE POLICIES AND PROCEDURES.**

10.1. General.

All Utility Facilities to be conveyed to the County or District, at the time of conveyance to the County or the District must comply with this Ordinance and with all then applicable standards and specifications. Nothing in this Ordinance requires that the County or the District must accept title to or any responsibility for any utility facility, including each Interim Facility or Interim System, until the facility or system has then received all proper permits/licenses from all applicable agencies prior to and during the construction, expansion, repair and/or maintenance or completion of each such utility facility or Interim Utility Facility or Interim System and the facility, Interim Facility and/or Interim System, then complies with all applicable rules and regulations of all Federal, Florida and/or local regulatory authorities or agencies, and of this Ordinance, the Utility Standards Manual and all of the documents then incorporated by reference in that Manual, and each such facility, Interim Facility and/or Interim System is not then under litigation, enforcement action, claims and/or liens prior to the transfer and/or entering into a Facilities Agreement associated with the District or other independent District Utility. Subject to these requirements, potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof, after Public Utilities Division approval (if applicable), shall be offered to be conveyed to and accepted by the Board. The Board will accept title to the offered facilities unless in the specific instance there exists good reason not to accept title to such facilities. Preliminary acceptance shall, after Public Utilities Division approval (if applicable), be granted by the Community Development and Environmental Services Division Administrator or designee. Upon approval from the Public Utilities Division, final acceptance of such facilities and/or system may be approved by the Board (subsequent to the one (1) year warranty period) and after all Final Acceptance Obligations and requirements have been complied with. All facilities and/or systems shall be located within a CUE (or public right of way) if they are to be owned, operated and/or maintained by the County or the District. Neither the County nor the District shall have no duty with regard to, or any responsibility for, any utility facilities until title to such utility facilities has been finally accepted by the Board. Notwithstanding that neither the County nor the District has any duty with respect to such

facilities or systems, in the event that County staff deems that due to necessity (emergency) the County or the District should expend money and/or perform labor to repair, replace, maintain, relocate, remove or have a contractor or other entity perform any other similar activity with regard to such utility facilities or system, the Board is authorized to record a claim of lien against the property, site(s) or units(s) that were responsible for such utility facilities (or system) at the time the County staff deemed it necessary to act.

#### 10.1.1. Potable Water Line Acceptance.

The Board may accept title to a potable water distribution system provided all pipes to be accepted are six inches (6") or greater in diameter, and may accept title up to and including the water meter and/or backflow prevention device. All such facilities must be located within acceptable CUE(s) conveyed to the County (refer to Section 7.7.4 for easement width) and/or lawfully located within public right-of-way. Neither the County nor the District shall accept title to, nor responsibility to repair or maintain, any dedicated fire line irrespective of the size of the fire line.

#### 10.1.2. Gravity Sewer Line Acceptance.

The Board may accept title to a gravity wastewater collection system provided all pipes to be accepted are eight inches ("8") or greater in diameter. All such facilities must be located within acceptable CUE(s) conveyed to the County (refer to Section 7.7.4 for easement width) and/or lawfully located within public right-of-way. The County will accept ownership of these facilities only from a manhole or cleanout located at the property line of the facility (project) running to the main wastewater gravity collection system. The minimum acceptable as-built slope shall not deviate by more than 10% below the allowable slope.

#### 10.1.3. Lift Station and Force Main Acceptance.

The Board may accept title to a wastewater collection system, including force mains and/or lift station(s), provided all pipes to be accepted are four inches (4") or greater in diameter. All such facilities must be lawfully located within acceptable CUE(s) conveyed to the County (refer to Section 7.7.4 for easement width) and/or lawfully located within public right-of-way.

#### 10.1.4. Non-Potable Irrigation Water Main Acceptance.



10.1.4.1. The Board may accept for ownership, operation and maintenance non-potable irrigation water transmission systems with pipes six inches (6”) or greater in diameter, including the master meter assembly, that are lawfully located within acceptable CUE(s) conveyed to the County (refer to Section 7.7.4 for easement width), or lawfully located within public right-of-way. The Board shall not accept for ownership, operation and maintenance any internal non-potable irrigation systems that are downstream of the master meter assembly.

10.1.4.2. All projects requiring irrigation shall provide a non-potable irrigation water distribution system with Pantone Purple 522C piping, and such system shall be available to be connected to the County (or District’s) system when County’s (or District’s) reclaimed system is available to service the project. Owner(s) shall bear the sole responsibility of all costs associated with any additions, extensions and/or improvements necessary to allow connection to the County’s (or District’s) non-potable irrigation water mains.

10.1.4.3. Exceptions to subsections 10.1.1 through 10.1.4.2. Notwithstanding subsections 10.1.1 through 10.1.4.2., the County or the District may accept title to, or responsibility with regard to such facilities if in the specific instance the Public Utilities Administrator or designee, for articulated reasons, determines in writing that (i) it is in the County’s or the District’s special interest, (ii) all exceptions are in the public interest, (iii) there are compelling reasons for the exceptions and (iv) each exception is reasonably necessary. Each exception to any easement requirement shall be granted only through the Application for Deviations Process.

## 10.2. Conveyance Documents.

Upon the County’s (or District’s) final approval of construction documents, Engineering Review Services Department Director (County Engineer) or designee shall provide the Developer with the County’s checklist (see Standards Manual Appendix) of conveyance documents required for submission at the time the constructed system(s) or portion(s) thereof is considered for dedication to County or District.

- 1) All conveyance documents, including but not limited to, Deeds, Bills of Sale, Affidavits, Easements, Facilities Agreements, Subordinations, Master Condominium/Homeowner’s Association documents, Letters of Credit and UPSs, shall be in a form acceptable to the Collier County Attorney. A schedule of standard legal document forms, approved by the County Attorney, shall be utilized as a guide in the

- preparation of conveyance documents. (Refer to Appendix A of this Ordinance and Appendix D of the Standards Manual.) Revisions to standard legal document forms as provided herein shall be reviewed and approved by the County Attorney prior to submittal to the Community Development and Engineering Services Division.
- 2) Each instruction in the Appendix of this Ordinance is a substantive provision of this Ordinance that must be complied with unless waived in writing by the reviewing Assistant County Attorney with regard to the specific document in the specific instance, and subject to such conditions as may be required by that Attorney.
  - 3) All documents shall be submitted to the Engineering Review Services Department Director (County Engineer) or designee for review and written approval prior to preliminary acceptance of the utility system(s) or portion(s) thereof and commencement of service. Recording of all documents shall be made by the County only after written acceptance by the Community Development and Environmental Services Administrator or designee. All documents recorded hereafter, which do not follow this procedure, shall be returned as “unacceptable.”
  - 4) For projects where the potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof are not conveyed to the Board, the Record Drawings shall contain a disclaimer stating: "On-site potable water, non-potable irrigation water and/or wastewater systems shall be owned, operated and maintained by the Master Condominium/Homeowner’s Association, its Successors or Assigns" (or other comparable private ownership). Refer to Subsection 10.4: Record Drawings.
  - 5) The applicant is strictly responsible to keep staff promptly notified of current and correct mailing addresses. Until the utility facilities being conveyed are finally accepted by the Board, the applicant shall inform County staff in writing (to the address of 2800 N. Horseshoe Dr., Naples, FL 34104, Attn: Engineering Services) of each and every change to the applicant’s street address, mailing address, and/or telephone number(s). Such notice to staff shall not be effective unless receipt of such notice is acknowledged in writing by staff and such receipt is presented to the County staff by any individual or entity asserting that such notice had been delivered to staff. Absent such written acknowledgement of receipt of the specific notice by staff, staff is authorized to mail or otherwise deliver letters and/or other notice(s) to the last known address of the applicant as such address is then indicated in the respective utility conveyance documents file for that applicant, and such mailing shall be effective notice to the applicant pursuant to this Ordinance.

- 6) Exhibit B to the Warranty Deed, Bill of Sale or combined Warranty Deed/Bill of Sale shall be a sketch or other graphic representation showing the physical location of the utility facilities being conveyed to the County or District. It is preferable that the Exhibit B be to scale. Each Exhibit B must describe the facilities being conveyed by type (water line, wastewater line, lift station, etc.). Staff shall stamp each such Exhibit B with a stamp that reads substantially as follows (with blank spaces completed with correct information):

“The Utility Facilities being conveyed are shown on plans prepared by \_\_\_\_\_, sheets \_\_\_\_ thru \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. These Drawings have been assigned AR number \_\_\_\_\_.”

### 10.3. Inspection.

County staff shall require both a preliminary and final utility inspection of all potable water, non-potable irrigation water and wastewater systems or portion(s) thereof constructed. The construction of all potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof shall be observed and certified by the Engineer of Record and shall be inspected by the County. Refer to Subsection 9.4: Construction Observation and Inspection.

### 10.4. Record Drawings.

10.4.1. Record Drawings shall accurately depict the constructed configuration of all potable water, non-potable irrigation water and/or wastewater systems or portion(s) thereof. All revisions to County staff approved construction drawings shall be precisely identified and illustrated on the Record Drawings. All Record Drawings of utility systems or portion(s) thereof that are not being conveyed to the Board shall bear, on the cover sheet, a prominently displayed **DISCLAIMER**, in bold lettering at least one-quarter (1/4) inch high, stating: "All on-site potable water, non-potable irrigation and/or wastewater systems shall be owned, operated and maintained by the private owner(s) and/or the master condominium/homeowners' association, successors or assigns" (or other comparable private ownership).

10.4.2. Three (3) sets of signed and sealed Record Drawings for the potable water OR non-potable irrigation water OR wastewater systems to be conveyed shall be submitted to the County or District. If potable water AND wastewater, and/or non-potable irrigation water

systems or portion(s) thereof are being conveyed, five (5) sets of signed and sealed Record Drawings shall be submitted to the County staff. Each sheet of the Record Drawings shall identify the entity that provided the record data. Drawings shall be referenced to and tie-in with the state plane coordinate system, with a Florida East Projection, and a North American Datum 1983/1990 (NAD83/90 datum), and with United States Survey Feet (USFEET) units, as established by a registered Florida surveyor and mapper. Files shall be submitted in Digital Exchange File (DXF) format in AutoCAD Release 14 or later version. Record drawings shall be submitted to the County staff within 60 days of the final construction completion date.

10.4.3. The following items shall be accurately depicted on the Record Drawings:

- a) Sewer system inverts, pipe slopes, manhole rim elevations and run lengths.
- b) Sewer lateral locations stationed from the nearest downstream manhole.
- c) Sewer main stub extension inverts at both ends, pipe slope, run length and location.
- d) Tie-ins and state plane coordinate values to all valves, air release assemblies, fire hydrants, manholes, blowoffs, etc.
- e) Location and dimensional ties to lift station electrical services and transformer.

#### 10.5. Bacterial Analysis.

Bacterial analyses shall be required for all new potable and raw water transmission and distribution systems or portion(s) thereof to be constructed. Bacteriological samples for potable and raw water system construction shall be performed prior to preliminary acceptance of the system(s) or portion(s) thereof. All such analyses shall be performed by the Water Department laboratory at no cost to the County or the District, with test results submitted in writing to the Engineering Review Services Department Director (County Engineer) or designee before thirty (30) days of being placed in service for transmission and/or distribution lines. The Public Utilities Division shall not process meter installations until bacterial tests have been satisfactorily completed and submitted, and the Division has received the FDEP placement in service approval letter or other FDEP written approval. The Developer shall be responsible for coordinating all aspects of submission of necessary test results and/or State approvals for placement in service of the potable water system(s) or portion(s) thereof.

#### 10.6. Final Costs.

The Developer or Engineer of Record shall submit to the Engineering Review Services Department Director (County Engineer) or designee a detailed listing of all materials utilized in the utility system(s) construction. This schedule shall include the description of items, quantities utilized, per unit cost and total cost for each individual item utilized in the potable water, non-potable irrigation water and/or wastewater system construction. The total cost of all items, including labor and installation costs, utilized for the potable water, non-potable irrigation water and/or wastewater system shall be clearly shown on the Verification of Final Cost Schedule. A UPS of 10% will be calculated on the Verification of Final Cost Schedule.

Costs shall be tabled separately for proposed County-Owned (Certification of Contributory Assets – County) and Privately Owned (Certification of Private Material) infrastructure(s). These cost breakdown listings will be for material costs only, exclusive of any and all labor and/or installation costs.

#### 10.7. Test Results.

All test data, i.e., pressure, inflow and infiltration, etc., required for submission with the conveyance documents shall be certified by an Engineer licensed to practice in the State of Florida. Such Certification shall bear the raised seal and an original signature of the engineer. Each certification shall contain computations illustrating the allowable limits for each test based on current accepted test standards, as set forth in the Standards Manual, and the actual field test data obtained. Leakage within potable water, non-potable irrigation water systems and/or wastewater systems shall comply with AWWA standards as specified in the Collier County Standards Manual. Wastewater system infiltration/exfiltration data shall conform to a standard of fifty (50) gallons/inch of diameter/mile/day for all types of pipe and shall be in compliance with the Standards Manual. Refer to Section 9.4.2.2 for construction inspections requiring County presence. Fire flow capacity within the water distribution system shall be verified through field-testing by the appropriate Fire Control District to demonstrate that required fire flow rates are available. Fire flow testing shall be performed during peak flow pressure conditions as determined by the Utility.

#### 10.8. Lift Station Submittals.

A copy of the manufacturer's startup report for each facility shall be provided with conveyance documents. Included with this report shall be a written verification from the electrical contractor for the lift station verifying the wire type and size for the electric service and certifying that the voltage drop across the service under full load startup will not exceed five percent (5%) of the power company's line voltage at the transformer supplying the station. All tools, such as access cover lock handles, valve wrenches, keys or panel locks, required for the ready access and use of the facilities shall also be submitted to the Engineering Review Services Department Director (County Engineer) or designee with the documents.

#### 10.9. Recordation Fees.

The Developer of a project will be responsible for the payment of all recordation fees associated with the utilities conveyance procedures. The Developer shall remit the total amount of the recording fee associated with recording the conveyance documents to the Engineering Review Services Department Director (County Engineer) or designee prior to the final acceptance of the potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof.

#### 10.10. Reapplication Fees.

If more than two (2) submittals of any conveyance document(s) is required because all insufficiencies specified in writing by the County Attorney in any prior submittal are not fully corrected by the second submittal, the applicant shall pay a \$500 re-submittal fee prior to a third review of any document by staff. This fee can be reduced or waived by the County Attorney for good cause in the specific case.

#### 10.11. Failure to Meet Deadlines.

In addition to all other provisions of this Ordinance, the applicable individual or entity is strictly responsible to meet each and every specified deadline. Failure to meet any deadline shall automatically result in imposition of a \$100 per day late fee against the defaulting individual or entity for each day that the respective deadline is not met. The deadline is not met unless the respective document is actually delivered to staff by the end of the day of the applicable deadline date. Staff is also authorized to withhold any and all other permits, authorizations and/or permissions with regard to the property, or site(s) or unit(s) served (or to be served) by the respective utility facilities until the deadline obligation is complied with and the aforesaid late fees have been paid in full. Subject to staff attempting to provide at least sixty (60) days prior

written notice to an applicable individual or entity then associated with the respective deadline defaulting property, site(s) or unit(s) being served with utility service by the County or the District by means of the utility facilities, and unless waived for good cause by staff in the specific instance upon written request for the delay filed by the defaulting individual or entity (or representative), failure to file any overdue required document on or before its respective deadline date shall automatically impose the \$100.00 per day late fee and authorize staff to delay or terminate utility service to the respective delay defaulting property, site(s) or unit(s) to be served, or being served, by the respective utility facilities. This sixty (60) day prior notice provision applies retroactively to any and all overdue required document or item, including, but not necessarily limited to, all Final Acceptance Obligations that before the effective date of this Ordinance had not been filed by the applicable deadline date.

#### **SECTION ELEVEN: AMENDMENTS.**

County staff may recommend amendments to this Ordinance (including the Manual and documents incorporated by reference into the Manual) as may be deemed necessary or appropriate upon prior review by the Utility Code Sub-committee of the Development Services Advisory Committee, and by the Public Utilities Administrator and, in case of actual or possible conflict with the LDC, upon the additional prior review by the Community Development and Environmental Services Administrator (it being understood that as a matter of law this Ordinance cannot conflict with the LDC and the LDC controls to the extent of such conflicts). Revisions to the Standards Manual should be made periodically by the Public Utilities Administrator to reflect the best engineering practices, technology advances, compliance with other agencies, and public input, if any. Such revisions shall also be reviewed by the parties listed above. Revisions to the Standards Manual must be approved by Resolution of the Board of County Commissioners. Each such Resolution must be placed on the BCC agenda under Scheduled Public Hearings or in the Summary Agenda Section.

#### **SECTION TWELVE: PENALTIES AND ENFORCEMENT.**

Violations of the Manual and/or each document incorporated by reference into the Manual are violations of this Ordinance. Subsection 1.6 of the Collier County Code of Ordinances applies to this Ordinance, to the Manual and to documents incorporated by reference into the Manual. In addition, any person who violates any section or provision of this Ordinance, and/or the Collier

County Utilities Standards Manual and/or documents incorporated by reference into the Manual is also subject to be prosecuted and punished as provided by Section 125.69, *Florida Statutes*. Each day the violation continues may constitute a separate offense at the discretion of the enforcement forum. The Board may bring suit in the County Court or Circuit Court in and for Collier County for damages, to restrain, enjoin or otherwise prevent or to correct each such violation of this Ordinance, the Manual and/or each document incorporated by reference into the Manual. This Ordinance, the Manual and documents incorporated by reference into the Manual may be enforced by Collier County Code Enforcement Boards.

**SECTION THIRTEEN: REPEAL OF ORDINANCE AND RESOLUTIONS.**

Collier County Ordinance No. 2001-57 is hereby repealed and superseded in its entirety.

**SECTION FOURTEEN: INCLUSION IN THE CODE OF LAWS AND ORDINANCES.**

The provisions of this Ordinance shall become, and be made a part of, the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION FIFTEEN: CONFLICT AND SEVERABILITY.**

The provisions of this Ordinance, including the Standards Manual, shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare, and convenience. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION SIXTEEN: EFFECTIVE DATE.**

This Ordinance shall become effective upon being filed with the Department of State. Subsections 9.1 and 9.2 herein shall have a delayed effective date of July 1, 2004.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Collier County, Florida, As the Governing Body of Collier County, Florida, and as the Ex-Officio



Governing Board of the Collier County Water-Sewer District, and the Goodland Sub-District, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

DWIGHT E. BROCK, CLERK

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
COLLIER COUNTY, FLORIDA, AS THE GOVERNING  
BODY OF COLLIER COUNTY, FLORIDA, AND AS  
THE EX-OFFICIO GOVERNING BOARD OF THE  
COLLIER COUNTY WATER-SEWER DISTRICT,  
AND THE GOODLAND SUB-DISTRICT

BY: \_\_\_\_\_

DONNA FIALA, CHAIRMAN

Approved as to form  
and legal sufficiency:

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

Thomas C. Palmer,  
Assistant County Attorney

## **APPENDIX A – STANDARD LEGAL DOCUMENTS**

Nothing in this Ordinance shall require the County or the District to accept title to, or any responsibility for, any facility until the facility has then received all proper permits/licenses from all applicable agencies prior to and during the construction, expansion, repair and/or maintenance or completion of each such facility and the facility then complies with all applicable rules and regulations of all Federal, Florida and local regulatory authorities or agencies, and of this Ordinance, and each such facility is not then under litigation, enforcement action, claims and/or liens prior to the conveyance of title.

### **INSTRUCTIONS.**

[Unless waived in writing by the reviewing Assistant County Attorney in the specific instance, the date of each document cannot be signed and dated more than sixty (60) days prior to the meeting at which the Board of County Commissioners will consider its acceptance of the subject utility facility documents.]

The following forms are to be used as a guide for preparers of instruments that shall be submitted to the Board for proposed acceptance of potable water, non-potable irrigation water and/or wastewater utility system(s) or portion(s) thereof. Adherence to the forms and instructions contained below will assure an expeditious review by the Collier County Attorney's Office, which in turn will speed the process of utility system(s) or portion(s) thereof acceptance by the Board. Deviation in substance or form from the specimen forms herein may result in substantial delay or disapproval of the utility system acceptance documents by the County Attorney's Office. Examples of previously approved forms are available from staff upon request.

### **PLEASE CAREFULLY READ THESE INSTRUCTIONS BEFORE PREPARING THE INSTRUMENTS.**

**INSTRUCTION NO. 1.** Each specimen form is prepared in a manner that indicates to the preparer the location and the type of information that needs to be inserted. This is indicated by [brackets which contain instructions]. Most bracketed information is self-explanatory. Where an in-depth instruction of the type of information to be inserted is appropriate, the bracketed information gives a brief explanation followed by a reference to an instruction. That instruction reference correlates to the following instructions.

**INSTRUCTION NO. 2.** Name of grantor/mortgagee/developer/lessee/owner/surety/issuer/applicant (hereinafter collectively referred to for the purposes of this instruction as "grantor"). If grantor is an individual, insert the grantor's name followed by the grantor's marital status. If the grantor is married, the grantor's spouse must join in any conveyance instrument. As an alternative to having a grantor's spouse join in a conveyance instrument, if applicable, a paragraph can be added below the reference to Exhibit "A" which states: "The subject lands are not homestead lands."

If the grantor is a corporate entity, show the correct name of the corporation and identify the state or other jurisdiction in which it is incorporated.

If the grantor is a partnership entity, show correct name of the partnership, identify whether the partnership is a general or limited partnership, and identify the state or other jurisdiction under which the partnership was created and presently operates.

If the grantor is a trust insert the trustees name, as trustee. If appropriate (Section 689.071, Florida Statutes), identify the trust and recite the authority of the trustee to convey. Your attention is directed to Chapter 689, Florida Statutes.

**INSTRUCTION NO. 3.** Witness and signature block. All instruments, unless otherwise noted thereon, require two (2) witnesses. Example witness and signature blocks are as follows:

**Execution by an individual:**

\_\_\_\_\_

An individual

First Witness - Signature

\_\_\_\_\_

First Witness – Print or Type Name

---

Second Witness - Signature

---

Witness – Print or Type Name

---

**Execution by a Corporation:**

XYZ Corporation, Inc., a Florida Corporation

By: \_\_\_\_\_(L.S.) [Note: (“L.S.”) is effective as the  
Corporate Seal]

Name, [President] or [Vice President]

---

First Witness - Signature

---

First Witness – Print or Type Name

---

Second Witness - Signature

---

Witness – Print or Type Name

[INSTRUCTION: In lieu of using two individual witnesses, a corporation may execute instruments by having the President’s or the Vice-President’s signature witnessed by the Corporation’s Secretary (a Corporate Officer) and by affixing the Corporation’s seal. (See Sections 692.01 and 692.02, Florida Statutes.) A hand-written or imprinted scrawl, scroll or seal, affixed as the corporate seal below the corporate officer’s signature, is effectual as a seal. (See Section 695.07, Florida Statutes.)]

XYZ Corporation, Inc., a Florida Corporation

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

Name, Title

(Corporate Seal)

[The corporate seal can either be by typing the words “(Corporate seal)” OR by printing or stamping “(Corporate Seal)” on the page under the President’s or a Vice-President’s signature.

Witness:

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

Name, **Corporate Secretary** \*

\* The Corporate Secretary’s signature effectively functions as two individual witnesses.

\_\_\_\_\_ -

**Execution by a partnership with an individual acting as its general partner:**

ABC Partnership

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

Name, as the General Partner

\_\_\_\_\_

**Execution by a partnership with an entity acting as its general partner:**

ABC, a Florida Partnership

By XYZ Corporation, Inc., a corporate General Partner acting on behalf of the Partnership

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

Name, President [or Vice-President]

First Witness - Signature

\_\_\_\_\_

First Witness – Print or Type Name

\_\_\_\_\_

Second Witness - Signature

\_\_\_\_\_

Witness – Print or Type Name

\_\_\_\_\_

**Execution by Section 689.070, Florida Statutes, Trustee:**

\_\_\_\_\_

Name, as Trustee

\_\_\_\_\_

First Witness - Signature

\_\_\_\_\_

First Witness – Print or Type Name

\_\_\_\_\_

Second Witness - Signature

\_\_\_\_\_

Witness – Print or Type Name

\_\_\_\_\_

**Execution by Section 689.071, Florida Statutes, Trustee:**

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

Name, as Trustee

of the above referenced Trust

\_\_\_\_\_

First Witness - Signature

\_\_\_\_\_

First Witness – Print or Type Name

\_\_\_\_\_

Second Witness - Signature

\_\_\_\_\_

Second Witness – Print or Type Name

INSTRUCTION NO. 4. ACKNOWLEDGMENT AND NOTARY BLOCK. The following forms of acknowledgment and notary block are sufficient.

For execution by one individual:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known \_\_\_\_\_ OR who produced identification \_\_\_\_\_. Type of identification produced: \_\_\_\_\_.

(Affix notary seal)

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Notary Typed of Printed Name (or stamp)

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_--

For Execution by a Corporation:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing document was acknowledged before me by [insert the name of person signing], [corporate title must be either President, Vice President or Chief Executive Officer [unless an appropriate corporate resolution is attached and which specifically authorizes the respective execution by some other corporate officer] of [insert the name of the corporation], a [insert the State of incorporation] corporation, on behalf of the corporation, who is personally known \_\_\_\_\_ OR who produced identification\_\_\_\_\_. Type of identification produced: \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Notary Public

(Affix notary seal or stamp)

My Commission Expires:

\_\_\_\_\_  
Notary's Typed or Printed Name [if not in Notary stamp]

\_\_\_\_\_  
For an execution by a partnership general partner who is an individual:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me by [name of individual who signed], general partner, on behalf of the partnership, a [insert name of state or jurisdiction under whose laws the partnership was formed and operates] [identify the type of partnership] partnership. Personally known\_\_\_\_OR who Produced identification\_\_\_\_. Type of identification produced

\_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Printed Name

My Commission Expires:

\_\_\_\_\_  
For execution by a partnership general partner that is an entity:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me by [name of person signing], [corporate title, must be either President, Vice President or Chief Executive Officer, unless an appropriate corporate resolution is attached which specifically authorizes execution by some other corporate officer] of [exact name of corporation], a [State of incorporation], as the corporate entity general partner, on behalf of [insert exact name of partnership], a [insert name of state or jurisdiction under whose laws the partnership was formed and presently operates] [identify type of partnership]. Personally known\_\_\_\_ or Produced identification \_\_\_\_ . Type of identification produced \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (Affix notary seal)

Notary Public

\_\_\_\_\_

Notary Printed Name                      My Commission Expires:

\_\_\_\_\_

For an execution by a Section 689.070, Florida Statutes, Trustee:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me by [insert exact name of person signing], individually, and as Trustee. Personally known\_\_\_\_ OR Produced identification \_\_\_\_ . Type of identification produced \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (Affix notary seal)

Notary Public

\_\_\_\_\_  
Notary Printed Name

My Commission Expires:

\_\_\_\_\_  
For execution by an individual acting as a Section 689.071, Florida Statutes, Trustee:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me by [insert exact name of person signing], as Trustee on behalf of the above-referenced Trust. Personally known\_\_\_\_ OR Produced identification \_\_\_\_ . Type of identification produced \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Affix notary seal)

Notary Public

\_\_\_\_\_  
Notary Printed Name

My Commission Expires:

\_\_\_\_\_  
For execution by a corporation acting as a Section 689.071, Florida Statutes, Trustee:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me by [name of person signing who must be either the President, a Vice President or the Chief Executive Officer, OR an appropriate corporate; resolution must be attached to prove that the person signing is authorized to sign on behalf of the corporation as Trustee of the above referenced Trust.] Personally known\_\_\_\_ or Produced identification \_\_\_\_ . Type of identification produced \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Affix notary seal)

Notary Public

---

Notary Printed Name

My Commission Expires:

INSTRUCTION NO. 5. Exhibits attached to all instruments shall describe the real property that encompasses the subject utility facilities, system(s) and/or easement(s). Language on the legal description Exhibit that alters or qualifies the instrument to which it is attached is unacceptable. If the informational text of an Exhibit is not extensive (i.e., a short legal description or there are no security interests) such text can simply added in the body of the document in lieu of an Exhibit.

INSTRUCTION NO. 6. For the purposes of simplicity and brevity, references in this Appendix and this Ordinance to the Collier County Water-Sewer District shall also be construed to refer to the Goodland Sub-District, where appropriate and, as the context requires. Preparers of legal documents are cautioned to determine to which District their documents should run before preparing and submitting documents.

INSTRUCTION NO. 7. Notarization of an oath. The proper notarization of an oath (or affirmation) is as follows: "SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_." An acknowledgment is not acceptable for an affidavit (See Subsection 117.05(13), Florida Statutes). The Affiant must both swear to the document in the presence of the Notary and must sign the Affidavit in the presence of the Notary.

INSTRUCTION NO. 8. This Appendix is provided as a guide for preparers and is not intended to be all-inclusive. All documents shall be reviewed on an individual basis. If the preparer is unsure of the required form or content of any document, he or she should seek professional advice and/or assistance prior to preparing and submitting such form or document for acceptance.

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**Form 1 - Rev. 2004 (Interim Facilities/System Agreement)**

\*[Identify type of facility by inserting Potable Water Facilities, and/or Wastewater Facilities, and/or other Utility Facility (as applicable) in the TITLE of this instrument]

**\* INTERIM FACILITIES/SYSTEM AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

[Name of developer - Refer to Instruction No. 2]

(Hereinafter referred to as "Developer"), and THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (hereinafter referred to as "County").

Developer is used as singular or plural, as the context requires.

R E C I T A L S:

WHEREAS, for the purposes of this Agreement the term "Developer" shall include the Developer, the Developer's heirs, successors, and assigns, including, but not limited to, any wholly owned or controlled subsidiary entity; and.

WHEREAS, the Developer is the Owner of the [insert name of project shown on referenced construction plans] development, (hereinafter "Project") and has submitted construction plans for an interim [identify type of treatment facility by inserting potable water or wastewater] treatment facility (hereinafter "interim treatment facility") to the County for review and approval; and

WHEREAS, the Developer acknowledges and agrees that the Developer desires to provide on-site interim utility systems to service the Project until such time as the utility systems within the Project may be connected to the off-site utility systems operated by the County or District and the County systems have adequate capacity to service the Project; and

WHEREAS, Collier County land development regulations require, and Developer covenants and agrees, that the Developer shall connect any interim utility system serving that Project to the off-site utility system owned and operated by the County when the County's system has been extended to within two hundred (200) feet of the Project's boundary and the County has determined that the off-site utility system has adequate capacity to service the entire Project; and

WHEREAS, the extension of the off-site utility system owned and operated by the County to within two hundred (200) feet of the boundary of the Project shall be not required of the County as performance under this Agreement; and

WHEREAS, all parties to this Agreement acknowledge and agree that the decision as to whether or not any off-site utility system owned and operated by the County has the capacity to service the Project shall be made solely by the County; and

WHEREAS, the Developer acknowledges its obligation to dedicate all facilities, including all appropriate collection, distribution and transmission systems or portion(s) thereof and appropriate easements to the County prior to interconnection of the facilities/system to County or District's system; and

WHEREAS, the Developer, or other successor entity satisfactory to the County, will maintain and operate the interim facility and the associated on-site collection, distribution and transmission system(s) as set forth herein below; and

WHEREAS, the developer has previously accepted the terms and conditions set forth in this Agreement as part of the County's review and approval of the Developer's land use petitions.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the covenants hereinafter contained the parties agree as follows:

1. RECITALS INCORPORATED. The above Recitals are true and correct and shall be incorporated herein.

2. INTERIM FACILITY. The appropriate on-site treatment facilities, and collection, distribution and transmission systems are to be constructed as a part of the proposed Project and shall be an interim system; all utility systems or portion(s) thereof shall be constructed in compliance with all applicable State, Federal and local standards, the Collier County Land Development Code (LDC), this Ordinance, as well as the Utilities Standards Manual, and are to be owned, operated and maintained by the Developer, or other successor entity satisfactory to the County, until such time as the County's off-site utility systems are available to service the project. The interim system shall supply services to this Project only or, subject to the County's approval, other adjacent or near-by lands owned by the Developer. The interim system may not provide service outside the Project without the expressed written consent of the Collier County Water-Sewer District and only to the extent of such written consent.

3. DEVELOPER TO DISMANTLE INTERIM TREATMENT FACILITY. Upon connection to the County's off-site utility systems the Developer shall abandon, dismantle and remove from the site the interim treatment facility. All costs related to this activity shall be borne solely by the developer and performed in accordance with FDEP standards.

4. CONNECTION TO COUNTY'S OFF-SITE SYSTEM SHALL BE ACCOMPLISHED AT NO COST TO COUNTY. The Developer shall, at no cost to the COUNTY, make connection

to the County's off-site utility system(s) within ninety (90) days of notification that such systems have become available. Costs of connection shall include, whenever the County requires, but not be limited to, engineering design, preparation of construction documents, permitting, modification or retrofitting of existing pumping facilities, construction of new pumping facilities, interconnection with County off-site utility systems, any transmission, distribution or collection lines necessary to make the connection and any required environmental audits, including the expense of bringing the subject system(s) or portion(s) thereof into compliance as well as any and all costs for clean-up, removal or remediation.

5. CONVEYANCE OF INTERIM TREATMENT FACILITIES NECESSARY FOR CONNECTION TO AND OPERATION OF COUNTY'S OFF-SITE UTILITY SYSTEM(S). At which time as the County's off-site system(s) becomes available for connection of the Project, all utility facilities required by the County in order to make such connection shall be conveyed to the County in accordance with County Ordinances, rules and regulations then in effect, together with all utility easements required by the County. All construction plans and technical specifications related to the connection to the County's off-site utility systems shall be submitted to the County for review and approval prior to commencement of construction. The COUNTY, at its option, may require conveyance of facilities internal to the project.

6. CUSTOMER TURNOVER. All customers served on an interim basis by the utility system constructed by the Developer shall become customers of the County at such time as the County's off-site potable water, non-potable irrigation water, and/or wastewater systems become available to serve the Project and such connection is made. Prior to connection of the interim utility system serving the Project to the County's off-site utility systems, the Developer shall submit to the County a complete listing of customers served by the interim utility system, and shall not compete in any way with the County for the service of those customers. The Developer shall also provide the County with a detailed inventory of the facilities served within the Project, and cooperate fully in the expeditious transfer of any billing procedures.

7. SYSTEM DEVELOPMENT CHARGES SHALL BE PAID PRIOR TO PERMIT ISSUANCE. The Developer shall be responsible for payment of all applicable system development charges in accordance with Ordinance 2001-13, Section 74-303 D: Payment, as then amended or superseded. This requirement shall be made known to all prospective buyers of properties for which building permits will be required, and supplied in writing upon closing of such properties.





**UTILITIES PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

[Insert name of Owner - See Instruction No. 2]

[Insert current business address of Owner]

(hereinafter referred to as "Owner", and

[Insert name of Surety - See Instruction No. 2]

[Insert current business address of Surety]

(hereinafter referred to as "Surety"), are held and firmly bound unto Collier County, Florida, (hereinafter called "County"), in the total aggregate penal sum of [insert written dollar amount] Dollars (\$[insert numeric dollar amount]) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner entered into a certain Utilities System Construction Contract, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof; and

WHEREAS the County has a material interest in the performance of said Contract; and

WHEREAS the County has adopted Ordinances and Resolutions (hereinafter "Land Development Regulations") concerning the Owner's obligations to the County regarding the construction, conveyance and warranty of potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof constructed within the unincorporated area of Collier County;

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties to the County under said Land Development Regulations and all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the guaranty period established by the County, and thereafter, and if the Owner shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expense

which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder, or the specifications accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Owner and the Surety to the full and faithful performance of the contract as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond, the Contract or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[Owner's witness and signature block - see Instruction No. 3]

NOTE: Collier County shall not accept any Letters of Credit that cannot be presented in Florida.

[Surety's witness and signature block - see Instruction No. 3]

[Notary and acknowledgment blocks for both Owner and Surety required - See Instruction No. 4]

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

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**Form 3 - Rev. 2004 - (Letter of Credit)**

**IRREVOCABLE STANDBY LETTER OF CREDIT NO.**

[Insert issuer's identifying number]

ISSUER: [insert full name and street address of Issuer] (hereinafter "Issuer").

PLACE AND DATE OF ISSUE: [insert address where credit is issued and date of issue].

PLACE OF EXPIRY: At Issuer's counters located at \_\_\_\_\_  
\_\_\_\_\_. [Must be in Florida]

DATE OF EXPIRY: This Credit shall be valid until [insert date of second anniversary of date of issue], and shall thereafter be automatically renewed for successive one-year periods on the anniversary of its issue unless at least sixty (60) days prior to any such anniversary date, the Issuer notifies the Beneficiary in writing to staff (at Engineering Review Services, 2800 N. Horseshoe Dr., Naples FL 34104) by registered mail that the Issuer elects not to so renew this Credit.

APPLICANT: [insert full name of person or entity - see Instruction No. 2] (hereinafter "Applicant") [insert Applicant's current business address].

BENEFICIARY: The Board of County Commissioners, Collier County, Florida (hereinafter "Beneficiary") Collier County Courthouse Complex, Naples, Florida, 34112.

AMOUNT: \$[insert dollar amount] (U.S.) up to an aggregate thereof.

CREDIT AVAILABLE WITH: Issuer.

BY: Payment against documents detailed herein and Beneficiary's drafts at sight drawn on the Issuer.

DOCUMENTS REQUIRED: AVAILABLE BY BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON THE ISSUER AND PRESENTED AT PLACE OF EXPIRY ACCOMPANIED BY BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY THE COUNTY MANAGER, CERTIFYING THAT: [insert name of Applicant] has failed to construct and/or maintain the [identify type of improvements by potable water, non-potable irrigation water, or wastewater or potable water and wastewater and/or non-potable irrigation water] additions, extensions and/or improvements as shown on the plans for [insert exact name or title of project shown on construction plans], or prior to the date of expiry the applicant failed to complete the required final acceptance procedures as required by the Collier County Utilities Standards and Procedures Ordinance, and the Applicant failed to provide the County with satisfactory alternative performance security as required by that Ordinance."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MARKED: "Drawn under [insert name of Issuer], Credit No. [insert Issuer's number identifying this letter of credit], dated [insert original date of issue]". The original letter of credit and all amendments, if any, must be presented for proper endorsement.

This Letter of Credit sets forth in full the terms of the Issuer's undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referenced to herein or in which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Issuer hereby engages with Beneficiary that draft(s) drawn under and in compliance with the terms of this credit will be duly honored by Issuer if presented within the validity of this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits [1993 (or later generally applicable) Revision] International Chamber of Commerce Publication No. 500 [or later Publication No.].

[Name of Issuer]

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

{Insert title of corporate officer - must be signed

President, Vice President,

or Chief Executive Officer]

[NOTE: Collier County shall not accept any Letters of Credit that cannot be presented at Place of Expiry in Florida.]

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**Form 4 - Rev. 2004 (Utilities Facilities and/or Utilities Easement(s) Subordination)**

[Leave 3" space blank space in upper right hand corner for recording purposes]

**UTILITY FACILITIES AND/OR UTILITIES EASEMENT(S) SUBORDINATION**

THIS SUBORDINATION is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

[Insert the complete and correct name of the Secured Party - see Instruction No. 2]

(Hereinafter referred to as the "Secured Party"), in favor of the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and assigns, (hereinafter referred to as "County"). Secured Party as used herein includes singular or plural, as the context allows.

**WHEREAS**, the purpose of this Subordination is to subordinate the Secured Party's Security Interests that encumber good, marketable title to the Encumbered Utility Facilities and/or the related Utility Easement(s) being conveyed to Collier County, which Utility Facilities are located over, on and/or under the underlying real property that is encumbered by security interests in favor of the Secured Party as specified in the below-listed security instruments); and

**WHEREAS**, the Secured Party is the owner and holder of a \_\_\_\_\_ [Mortgage or Assignment of Rents and Profits, UCC-1\*, etc. ], recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., Public Records of Collier County, Florida, [and if applicable], as amended by a \_\_\_\_\_, recorded at O.R. Book, Page \_\_\_\_\_ et seq., Public Records of Collier County, Florida.; and

[NOTE: \*UCC-1s are usually subordinated by UCC-3s. If a UCC-1 or UCC-3 is recorded outside of Collier County, insert the Book, Page and place (usually Tallahassee) of the recordation of each such UCC-1 or UCC-3].

**WHEREAS**, the Secured Party is also the owner and holder of a \_\_\_\_\_, recorded at O.R. Book, Page \_\_\_\_\_, et seq., Public Records of Collier County, Florida, as amended by a \_\_\_\_\_ recorded at O.R. Book, Page \_\_\_\_\_ et. seq., Public Records of Collier County, Florida; and

**WHEREAS**, each above-referenced Security Instrument grants to this Secured Party a security interest that encumbers good and marketable title to the Encumbered Utility Facilities being conveyed to Collier County, and/or encumbers the related Utility Easement(s), if any, also being conveyed to Collier County, which Utility Facilities have been constructed within such easement(s) and are under, on and/or over the underlying real property; and

**WHEREAS**, prerequisite to the conveyance of the Utility Facilities and/or related Utility Easements, if any, being conveyed to the County, Collier County requires that this Secured Party must subordinate only its Security Interests in (i) the Encumbered Utility Facilities being conveyed to the County and (ii) each related Utility Easement(s), if any, being conveyed to the County; and the Secured Party is hereby complying with said request for these subordination(s).

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Secured Party, the Secured Party hereby subordinates its security interests in the Encumbered Utility Facilities being conveyed to Collier County, and/or to each Utility Easement(s), if any, being conveyed to the County, which encumbered Utility Facilities are located over, on and/under the described underlying real property. Except as expressly subordinated herein, the Secured interests of the Secured Party remain in full force and effect.

**IN WITNESS WHEREOF**, the Secured Party has caused this Subordination to be executed the date and year first above written.

[Insert correct witness and signature block - see Instruction No. 3]

[Acknowledgment and notary block - see Instruction No. 4]

Prepared by: [Insert name and street address of the individual who prepared this Subordination]

[NOTE: Upon request, County staff will provide examples of properly executed Subordinations].

Form 5 - Rev. 2004 - (Attorney's Affidavit)

**ATTORNEY'S AFFIDAVIT**

STATE OF  [name of State]

COUNTY OF  [name of County]

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is \_\_\_\_\_, I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.

2. I am a licensed attorney, Florida Bar # \_\_\_\_\_, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is \_\_\_\_\_ . My business telephone number is \_\_\_\_\_ . My business mailing address is \_\_\_\_\_ .

3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District to accept the dedication or conveyance of [identify type of utility facility by inserting potable water, non-potable irrigation water, or wastewater, or potable water and wastewater, and/or non-potable irrigation water] utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida.

4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the County referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.

5. The record owner of the underlying real property described herein is [give full legal name of owner as it appears in title information; if owner is an entity, make reference to the laws of the state or jurisdiction under which entity was created and presently operates] (hereinafter "Owner"). The Owner acquired record title to the subject real property by instrument recorded at Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_ [insert official record book and first page of instrument where owner acquired title], Public Records, Collier County, Florida.

[INSTRUCTION: If the record owner is an entity, the Affiant must indicate that he has examined corporate or partnership information obtained from the jurisdiction under which the entity was created and presently operates, that the entity is current and active within said State or jurisdiction, that the entity is currently authorized to do business in the State of Florida, and identify the exact name and title of the persons authorized to execute the instruments on behalf of that entity in conjunction with the conveyance of the subject real and personal property. Pursuant to Section 689.071, Florida Statutes, IF the record owner is a trustee, the Affiant shall state that the Trustee has full power and authority to execute instruments of conveyance on behalf of the Trust and, if applicable, incorporate by reference and attach supporting documentation.] [If the record owner is an individual, the Affiant must state the marital status represented to the Affiant by the individual and, if married, state whether the real property is or is not homestead property. If the utility facilities being conveyed are located wholly within public right-of-way, the Affidavit should state that fact.]

6. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered of record.

OR

Title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County is encumbered by the following instruments of record:

1. [describe recorded instrument that imposes security interest against title to the facilities] to [list name of the mortgagee(s)] \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, and recorded at O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ et seq., Public Records of Collier County.
2. UCC-1, recorded at O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County.

[INSTRUCTION: The Affiant must list each mortgage, assignment of rents and profits, UCC-1(s) or other security instrument that impress a security interest that could negatively affect conveyance of good title to the utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County. If marketable title to the utility system(s) or portion(s) thereof and/or any easement(s) being conveyed is encumbered by any such recorded instrument, the Affiant shall describe the respective security instrument, including the book and first page where the security instrument has been recorded. It is not necessary to attach a copy of any such document to the Affidavit. **This Affidavit must list each security interest that is listed in the Owner's Affidavit, and each such security interest must be**

**subordinated.** Do not list a Notice of Commencement or Reservation of Mineral Rights, etc., because such instruments do not negatively affect marketable title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County. If all of the utility facilities being conveyed to the County are located in public right-of-way, do not list mortgages, etc., if they do not encumber after acquired property that is located in public right-of-way. Claims asserted under Chapter 713, Florida Statutes, must be “transferred to security” pursuant to Section 713.24, Florida Statutes, or other adequate security acceptable to the County Attorney must be provided to the County before the County will grant preliminary acceptance of title to such facilities.

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

[INSTRUCTION: Unless the time period is extended by staff for good cause in the specific instance, per Ordinance, the date of this Affidavit should not be dated earlier than sixty (60) days prior to the submittal of legal documents pertaining to Utility Conveyance to Collier County, Engineering Services to consider preliminary acceptance of the subject utility system(s) or portion(s) thereof documents.]

**FURTHER AFFIANT SAYETH NAUGHT.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Attorney/Affiant’s Signature

\_\_\_\_\_

Attorney/Affiant’s Name

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
(Insert name of Attorney/Affiant), who is personally known to me as\_\_\_\_ OR who produced  
identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_



Notary Public

My Commission Expires:

\_\_\_\_\_

Printed, Typed or Stamped Name of Notary

Prepared by: [name of person preparing this Affidavit]

[Address of person preparing this Affidavit]

\_\_\_\_\_

**Form 6 - Rev. 2004 (Owner's Affidavit)**

**OWNER'S AFFIDAVIT**

STATE OF  [name of State]

COUNTY OF  [name of County]

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is \_\_\_\_\_, I am over the age of twenty-one (21) years, am *sui juris*, and have personal knowledge of the facts asserted herein.
2. I am the owner of said real property located at \_\_\_\_\_, and described on Exhibit A, which shows the location of the subject utility facilities being conveyed.
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, materialmen and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of [identify type of utility facility by inserting potable

water, non-potable irrigation water, or wastewater, or potable water and wastewater and/or non-potable irrigation water] utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.

4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.

5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.

OR

Title to the utility system(s) or portion(s) thereof and/or easement (s) being conveyed to the County is subject to the following security interest(s) by the following recorded instrument(s):

1 Mortgage (or Assignment of Rents and Profits) [describe only recorded instruments that impress a security interest against title to the system(s) or portion(s) thereof and/or any easement being conveyed to the County] to [list name of the mortgagee(s)] \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, and recorded at O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ et seq., Public Records of Collier County.

2. UCC-1 Financing Statement, recorded at O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Collier County.

3. UCC-1 recorded with Florida Secretary of State at Tallahassee (Leon County), Florida at O.R. Book \_\_\_\_\_, page \_\_\_\_\_.

[INSTRUCTION: The Affiant must list each mortgage, and/or each assignment of rents and profits, and each UCC-1, and/or each other recorded document that is a security interest that could negatively affect conveyance of good and marketable title to any of the utility system(s) or portion(s) thereof (and/or easement(s), if any) being conveyed to the County. If good, marketable title to the utility system(s) or portion(s) thereof and/or any easement(s) being conveyed is encumbered by any such recorded instrument, the Affiant must briefly describe each such recorded security instrument, including the book and first page where that security instrument has been recorded. It is not necessary to attach a copy of any such recorded document to the Affidavit. Do not list any Notice of Commencement or any Reservation of Mineral Rights, etc., because such documents do not impress any security interest against

good, marketable title to the utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County.]

6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to hold the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, material-man, or laborer, and against chattel mortgages, security interests or repair of the subject utility system(s) or portion(s) thereof by or on behalf of Owner. Affiant is used as singular or plural, as the context requires.

7. The utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Owner/Affiant's Signature

\_\_\_\_\_

Printed Name of Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by (Insert name of Owner/Affiant (individual taking the oath), who is Personally known to me  
as \_\_\_\_\_ OR produced identification \_\_\_\_\_. Type of Identification Produced

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires:

---

Printed, Typed or Stamped Name of Notary

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

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**Form 7 - Rev. 2004 (Utility Easement)**

[NOTE: Leave 3" blank space in upper right hand corner for recording purposes].

**DEED OF UTILITY EASEMENT**

THE UTILITY EASEMENT(S) (CUEs), are granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [Name of Grantor - See Instruction No. 2] as Grantor, to the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and assigns, GRANTEE.

WITNESSETH: That the Grantor for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration paid by Grantee, receipt of which by is hereby acknowledged by Grantor, hereby conveys, grants, bargains and sells unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, right and privilege to enter upon and to install, relocate, repair and/or otherwise maintain utility system(s) and utility facilities, and/or portion(s) thereof, in, on, over and under the following described lands located in Collier County, Florida, to wit:

See attached Exhibit "A," which is incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and/or assigns, together with the right and privilege to enter upon said land to excavate, relocate and/or take and/or introduce materials for the purpose of constructing, operating, relocating, repairing and/or otherwise maintaining the subject utility facilities and/or system(s) or portion(s) thereof, in, on, over and/or under the easement area. Grantor and Grantee are used for singular or plural, as the context allows.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

[Witnesses and signature block - see Instruction No. 3]

[Acknowledgment and notary block - see Instruction No. 4]

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

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**Form 8 - Rev. 2004 (Utility Facilities Warranty Deed and Bill of Sale)**

[Leave 3" blank space in upper right hand corner for recording purposes].

**UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between

[Name of Grantor - see Instruction No. 2] (hereinafter referred to as "Grantor"), and the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and assigns, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all [identify all types of utility facilities being conveyed by inserting "potable water" and/or "wastewater" and/or "non-potable water irrigation" and/or "potable irrigation water] utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation that depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto the Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

[Witness and signature block - see Instruction No. 3]

[Acknowledgment and notary block - see Instruction No. 4]

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

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**Form 9- Rev.2004 (Final Attorney's Affidavit)**

**FINAL ATTORNEY'S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared \_\_\_\_\_ (Affiant), who to me is well known, and having been sworn and under oath, deposes and states:

1. My name is \_\_\_\_\_. I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts contained herein.

2. I am a licensed attorney, Florida Bar #\_\_\_\_\_, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is \_\_\_\_\_ . My business telephone number is \_\_\_\_\_. My business mailing address is \_\_\_\_\_.

3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the Governing Body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District, to conduct a final utility inspection of [identify type of utility systems by inserting potable water or wastewater, or potable water and wastewater] utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida. [If all of the subject utility facilities that have been conveyed to the County are located in public right-of-way, the Affidavit can include the following statement: "All of the subject utility facilities that have been conveyed to the County

are located in public right-of-way and, therefore, no utility easements have been conveyed to the County with regard to said utility facilities.]

4. The Affiant has examined record title information with regard to privately owned real property where these utility facilities are located and with regard to the current state of the title to the utility facilities being conveyed to the County.

5. The record owner of the utility system(s) or portion(s) thereof described herein is the Board of County Commissioners of Collier County, Florida, as the Governing Body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District (hereinafter "County"). The County acquired its record interest by [insert exact name of each instrument] recorded at Official Records Book \_\_\_\_\_, at page \_\_\_\_\_ [insert official record book and first page of each instrument where owner acquired title] [if a utility easement was also acquired continue sentence and add: together with an appurtenant utility easement(s) recorded at Official Records Book \_\_\_\_\_, page \_\_\_\_\_] Public Records, Collier County, Florida.

6. Subsequent to the time that the County recorded its interests in the subject utility system(s) or portion(s) thereof and, if applicable, easement(s), as specified in paragraph 3, above, no interest of the County in the subject utility system(s) or portion(s) thereof and, if applicable, easement, is encumbered of record by any document filed by or on behalf of the landowner (or predecessor in title to the underlying real estate in the Public Records of Collier County, Florida, and/or the Office of the Secretary of State.

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date of the recordation of the recorded documents referenced herein which conveyed or granted the subject utility system(s) or portion(s) thereof and/or easement interests to the County.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Affiant's Signature  
\_\_\_\_\_



Affiant's Printed Name [No witness needed].

[Notary block] - SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by (insert name of Affiant – the individual taking the oath), who is personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_. Type of identification produced \_\_\_\_\_.

S/ \_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

Notary Printed or Types Name (if not on stamp)

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

\_\_\_\_\_

- END -