

RESOLUTION NO. U.A. 2012- 08

A RESOLUTION ESTABLISHING AN INSTALLMENT PAYMENT PROGRAM FOR CAPITAL IMPROVEMENT CHARGES FOR THE SERVICES AND FACILITIES FURNISHED BY THE WATER SYSTEM AND THE WASTEWATER SYSTEM OF FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972;

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the exclusive jurisdiction, control and management of the gas, electric, water and wastewater Utility Services and other Utility Services sold and services rendered by said Fort Pierce Utilities Authority; and

WHEREAS, Fort Pierce Utilities Authority desires to establish an Installment Payment Program policy for Capital Improvement Charges (CIC) for water and wastewater service to encourage economic growth and expansion of water and wastewater services.

NOW, THEREFORE, BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY (FPUA), FORT PIERCE FLORIDA:

SECTION I. INTRODUCTION

FPUA has been pursuing various economic incentive initiatives to encourage economic growth and expansion of Utility Services within FPUA's service area. Resolution UA 2011-12 suspended electric CICs through October 31, 2012 and Resolution UA 2012-03 reduced water CICs by 50% and suspended water Accrued Guaranteed Revenue Charges through March 31, 2013. These resolutions apply to Residential and General Service (commercial) customers. Adopting a CIC Installment Payment Program (CICIPP) will offer another positive incentive for new development and increased potential for expansion of FPUA Utility Services. FPUA has utilized a Board-approved agreement for financing all capital costs associated with individual single-family water and wastewater connections since May 2003. The general terms of that agreement have been incorporated into this resolution and are also incorporated into a combined Installment Payment Agreement to be used for both Residential and General Service Customers. A copy of that agreement is attached to this resolution. The Installment Payment Agreement may be revised by FPUA staff, provided such revisions do not conflict with the general terms and intent of this resolution.

SECTION II. DEFINITIONS

Unless the context otherwise requires, the terms defined in this resolution shall have the meanings specified herein. Terms not otherwise defined in this resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service, the Service Charge Resolution and Chapter 20 of the City of Fort Pierce Code of Ordinances.

1. OWNER. Person(s), corporation, partnership or other organization or business entity that is the legal owner of property served or to be served by water and/or wastewater services.

SECTION III. POLICY

The CICIPP is available for new or existing Owners who own property located within FPUA’s service territory on which new or expanded water or wastewater services are to be provided by FPUA. This program is not available for developers of Residential projects on sub-divided parcels or multi-family Residential projects. Financing CICs for General Service projects will be limited to the maximum amount listed below. Capital costs and other charges required for facilities to connect to FPUA’s system are to be included in this program only for single family Residential units owned by the Applicant.

1. RESPONSIBLE PARTY. FPUA recognizes that the Owner may lease, rent or otherwise allow the occupation of the property by others who may request Utility Service from FPUA. FPUA shall not be considered a party to any agreement between the Owner and any present or future occupant who may request Utility Service from FPUA. The Owner shall remain responsible for the monthly CIC payment, which will be billed separately from the occupant’s utility bill. The Installment Payment Agreement shall not be transferable and payment is due in full upon sale of the property.

2. INSTALLMENT TERMS.

Owner	Interest Rate	Maximum Term	Down Payment	Maximum Financed	Method of Payment
Residential	6.00%	36 months	20% of all capital charges	None	EZ Pay Mandatory
	0.00%	12 months	20% of all capital charges	None	EZ Pay Mandatory
General Service (Commercial)	6.00%	60 months	10% of CIC with EZ Pay agreement 20% of CIC without EZ Pay agreement	\$50,000 per project*	EZ Pay Recommended
	0.00%	12 months	10% of CIC with EZ Pay agreement 20% of CIC without EZ Pay agreement	\$50,000 per project*	EZ Pay Recommended

*FPUA staff will determine what constitutes a project.

3. **DEFAULT AND ACCELERATION.** Non-payment of any installment due under this CICIPP will be considered a default, and if it is not corrected within ten (10) days, the account will be assessed a Late Payment Charge in accordance with FPUA's Service Charge Resolution in effect at such time the charge is applied. Overdue accounts shall also be charged the maximum rate of interest allowed by law on any overdue balance in addition to the Late Payment Charge. Furthermore, at the option of FPUA, the entire sum shall at once become due and payable, without notice. Failure of FPUA to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same or any subsequent default. In the event of default of any payment under this CICIPP, the Owner shall pay all costs of collection. FPUA may utilize a collection agency for the purpose of collecting the entire remaining balance. In default cases where the property owner is also the utility Customer, FPUA may elect to terminate Utility Services to the Customer/Owner. The CICIPP agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CICs and other financed fees in the event that other methods of collection are unsuccessful. In accordance with Chapter 20 of the City of Fort Pierce Code of Ordinances, FPUA shall be entitled to recover all costs and reasonable attorney's fees incurred in any lien action. No refunds of paid installments shall be due to the Owner.

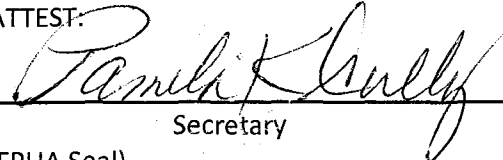
4. **PREPAYMENT RIGHT.** The Owner shall have the right to prepay, in whole or in part, the unpaid balance of the amount due under this CICIPP, without interest charges or prepayment penalty.

5. **ANNEXATION AGREEMENT.** Unless previously executed, the Owner shall execute a standard Annexation Agreement providing that the property shall be annexed into the city limits of the City of Fort Pierce as soon as such annexation may legally occur. The Owner will be required to sign any and all necessary documents to effectuate the annexation by the City of Fort Pierce and shall agree that these documents shall be construed to satisfy the requirements of law or consent or approval of such annexation.

6. **PROOF OF OWNERSHIP.** The Owner shall represent and warrant that he or she is the legal owner of the property. A copy of the deed conveying title to the Owner shall be provided to FPUA as proof of ownership.

Passed and adopted this 6th day of November, 2012 A.D.

ATTEST:


 Secretary
 (FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: 
 Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: 
 Fort Pierce Utilities Authority Attorney



Fort Pierce Utilities Authority
 "Committed to Quality"
 206 South Sixth Street (34950)
 Post Office Box 3191
 Fort Pierce, Florida 34948-3191
 (772) 466-1600

Installment Payment Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by
 and between _____, whose address is

hereinafter referred to as "Owner," and **FORT PIERCE UTILITIES AUTHORITY**, 206 South Sixth Street, Fort Pierce, FL 34950,
 hereinafter referred to as "FPUA."

RECITALS

WHEREAS, the Owner is the owner of that certain real property located at

hereinafter referred to as "the Property," more particularly described as follows, to-wit:

; and

WHEREAS, the Owner owns an existing _____ structure within FPUA's service territory and has applied to FPUA for _____ utility service(s) or has applied to FPUA for financing of required Additional Security Deposit.. This Agreement is not available for developers of Residential projects on subdivided parcels or multifamily Residential projects. Financing Capital Improvement Charges (CIC's) for Commercial projects will be limited to the maximum amount listed below. Capital costs and other charges required for facilities to connect to FPUA's system are to be included in this Agreement only for single family Residential units owned by the Owner; and

WHEREAS, the parties hereto represent and warrant to each other that this Agreement is valid and binding to each other.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. That the recitals stated herein are true and accurate and are part of this Agreement. Recording of this Agreement constitutes placing a lien on the above mentioned parcel.

Section 2. Down Payment. The Owner has made a Down Payment in the amount of _____ receipt of which is acknowledged by FPUA, toward the total of the applicable charges, as set forth in the Cost Estimate/Invoice Number _____ attached hereto as Attachment 1 and made a part of this Agreement.

Installment Terms

Owner	Interest Rate	Maximum Term	Down Payment	Maximum Financed	Method of Payment
Residential	6.00%	36 Months	20% of All Capital Charges	None	EZPay Mandatory
	0.00%	12 Months	20% of All Capital Charges	None	EZPay Mandatory
Commercial	6.00%	60 Months	10% of CIC with EZPay Agreement 20% of CIC without EZPay Agreement	\$50,000 per Project*	EZPay Recommended
	0.00%	12 Months	10% of CIC with EZPay Agreement 20% of CIC without EZPay Agreement	\$50,000 per Project*	EZPay Recommended

*FPUA staff will determine what constitutes a project.

Section 3. AGREEMENT TO MAKE INSTALLMENT PAYMENTS. For value received, the undersigned Owner jointly and severally promises to pay FPUA at 206 South 6th Street, Fort Pierce, FL 34950 or at such place as FPUA may designate in writing, the principal sum of _____, payable as follows (check one):

- (a) Twelve (12) consecutive monthly payments of principal only, in the amount of _____ X 11 and in the amount of _____ X 1, for a total principal payment of _____;
- (b) Thirty-six (36) consecutive monthly payments including principal and interest at the rate of 6 percent per annum, in the amount of _____ X 35 and in the amount of _____ X 1, for a total payment of principal and interest in the amount of _____.
- (c) Sixty (60) consecutive monthly payments including principal and interest at the rate of 6 percent per annum in the amount of _____ X 59 and in the in the amount of _____ X 1, for a total payment of principal and interest in the amount of _____.

Section 4. ELECTRONIC FUNDS TRANSFER. All Residential and recommended Commercial EZPay payments set forth in Section 3 above will be made by electronic funds transfer utilizing the Owner's designated bank account. The Owner agrees to complete and sign the EZPay Authorization Agreement, a copy of which is attached hereto as Attachment 2 and made a part hereof. The Owner and FPUA further agree that the Installment Payment Agreement is contingent upon successful processing of the electronic funds transfer according to the signed EZPay Authorization Agreement.

Section 5. RESPONSIBLE PARTY. FPUA recognizes that the Owner may lease, rent or otherwise allow the occupation of the property by others who may request Utility Service from FPUA. FPUA shall not be considered a party to any agreement between the Owner and any present or future occupant who may request Utility Service from FPUA. The Owner shall remain responsible for the monthly CIC payment, which will be billed separately from the occupant's utility bill. This Agreement shall not be transferable and payment is due in full upon sale of property.

Section 6. DEFAULT AND ACCELERATION. Nonpayment of any installment due under this Agreement will be considered a default, and if it is not corrected within ten (10) days, the account will be assessed a Late Payment Charge in accordance with FPUA's Service Charge Resolution in effect at such time the charge is applied. Overdue accounts shall also be charged the maximum rate of interest allowed by law on any overdue balance in addition to the Late Payment Charge. Furthermore, at the option of FPUA, the entire sum shall at once become due and payable, without notice. Failure of FPUA to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same or any subsequent default. In the event of default of any payment under this Agreement, the Owner shall pay all costs of collection, including attorney fees. FPUA may utilize a collection agency for the purpose of collecting the entire remaining balance. In default cases where the Owner is also the utility Customer, FPUA may elect to terminate Utility Services to the Customer/Owner. This Agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CIC's and other financed charges in the event that other methods of collection are unsuccessful. In accordance with Chapter 20 of the City of Fort Pierce Code of Ordinances, FPUA shall be entitled to recover all costs and reasonable attorney's fees incurred in any lien action. No refunds of paid installments shall be due to the Owner.

Section 7. PREPAYMENT RIGHT. The Owner shall have the right to prepay, in whole or in part, the unpaid balance of the amount due under this Agreement, without interest charges or prepayment penalty.

Section 8. ANNEXATION AGREEMENT. Unless previously executed, the Owner shall execute a standard Annexation Agreement providing that the property shall be annexed into the city limits of the City of Fort Pierce as soon as such annexation may legally occur. The Owner will be required to sign any and all necessary documents to effectuate the annexation by the City of Fort Pierce and shall agree that these documents shall be construed to satisfy the requirements of law or consent or approval of such annexation.

Section 9. PROOF OF OWNERSHIP. The Owner represents and warrants that he or she is the legal owner of the property. A copy of the deed conveying title to the Owner shall be provided to FPUA as proof of ownership.

Section 10. ADDITIONAL TERMS AND CONDITIONS.

- 10.1. The obligations and benefits under this Agreement shall extend to and shall inure to the benefit of the personal representative, heirs, successors and assigns of the respective parties to it.
- 10.2. No waiver of a breach of any of the covenants in this Agreement shall be constructed to be a waiver of any succeeding breach of the same covenant.
- 10.3. The Owner shall promptly execute and comply with all statutes ordinances, rules, orders, regulations and requirements of the Federal, State and Local governments and of any and all their departments and bureaus applicable to the Property and/or office business.
- 10.4. Wherever used herein, the term "Owner" shall include singular and plural, male and female, heirs, legal representatives and assigns of individuals, wherever the context so admits or requires.

IN WITNESS WHEREOF, the parties hereto have executed this Installment Payment Agreement on the day and year first above written.

Witnesses as to FPUA:

FORT PIERCE UTILITIES AUTHORITY

Witness Signature

By: _____
William G. Thiess, Director of Utilities

Printed Name

Witness Signature

Printed Name

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____,
by William G. Thiess, on behalf of Fort Pierce Utilities Authority, who is personally known to me.

Notary Signature

Printed Notary Signature

Witnesses as to Owner:

OWNER

Witness Signature

Owner Signature

Printed Name

Printed Name

Witness Signature

Owner Signature

Printed Name

Printed Name

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____,
by _____
who produced _____ as identification.

Notary Signature

Printed Notary Signature