RESOLUTION NO. U.A. 2020-05

A RESOLUTION ESTABLISHING AN INSTALLMENT PAYMENT PROGRAM FOR CONTRIBUTION IN AID FOR THE SERVICES AND FACILITIES FURNISHED BY THE WATER, WASTEWATER, ELECTRIC AND GAS SYSTEMS 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; and

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 Utility Services, including electric, water, wastewater (sanitary sewer), gas, and other 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 Contribution-In-Aid of Construction (CIAC) for water, wastewater, electric and gas infrastructure expansion and reliability improvements to encourage economic growth and expansion of Utility 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 through system improvements and expansion of Utility Services within FPUA's service territories. Adopting a CIAC Installment Payment Program (CIACIPP) will offer another positive incentive for infrastructure improvements and expansion of FPUA Utility Services. FPUA will utilize a CIAC Installment Payment Agreement for financing the capital costs associated with the CIACIPP, the general terms of which have been incorporated into this resolution. A copy of the CIAC Installment Payment Agreement is attached to this resolution, and the 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 the applicable Utility Services.

2. **CONTRIBUTION IN AID OF CONSTRUCTION (CIAC).** The OWNER(S)'s allocated portion of the total construction cost for FPUA to install new or upgraded facilities as determined by FPUA staff which shall be solely responsible for determining the CIAC amount(s).

SECTION III. POLICY

The CIACIPP is available for new or existing Owners who own property located within FPUA's service territory on which new or expanded Utility Services are to be provided by FPUA. This program is not available for developers of Residential projects on sub-divided parcels or projects. Financing CIAC for General Service projects will be limited to the maximum amount listed below. Construction costs and other charges required for water and wastewater facilities to connect to FPUA's system are to be included in this program only for single family Residential units owned by the Applicant. Customers, either individually or as members of a Special Assessment District, desiring to utilize this program will be only available pursuant to allocated funding designated for such purposes.

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 CIAC payment, which may 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 Service	6.00%	60 months	20%	None	AutoPay Mandatory
Residential Service	0.00%	12 months	20%	None	AutoPay Mandatory
General Service*	6.00%	60 months	20%	$50,000 per project **	AutoPay Mandatory
General Service*	0.00%	12 months	20%	$50,000 per project **	AutoPay Mandatory

*General Service is defined as any installation serving a location not classified as Residential.
**FPUA staff will determine what constitutes a project.

3. **DEFAULT AND ACCELERATION.** Non-payment of any installment due under this CIACIPP will be considered a default, and if 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 CIACIPP, 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 CIAC Installment Payment Agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CIACs 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 CIAIPP, without interest charges or prepayment penalty.

5. **ANNEXATION AGREEMENT FOR WATER AND WASTEWATER.** For CIAC related to Water or Wastewater Utility Services 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 the 21 day of April, 2020 A.D.

ATTEST:

Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY:

Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY:

Fort Pierce Utilities Authority Attorney

Lien Payment Agreement

FPUA
COMMUNITY PROUD

THIS INSTALLMENT PAYMENT AGREEMENT, ____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 a _____ in FPUA's service territory and has applied to FPUA for _____ utility service(s) 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. This Agreement is not available for developers of Residential projects on subdivided parcels or projects. Financing Capital Improvement Charges (CIC's) or Contribution In Aid of Construction (CIAC's) for Commercial projects will be limited to the maximum amount listed below. Capital costs, construction 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 Applicant.

Section 3. 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	CIC or CIAC	Minimum Financed	Maximum Financed	Method of Payment
Residential Service	6.00%	60 Months	20%	CIAC	$500	None	AutoPay Manadatory
Residential Service	0.00%	12 Months	20%	CIAC	$500	None	AutoPay Mandatory
Residential Service	6.00%	36 Months	20% of All Capital Charges	CIC	None	None	AutoPay Mandatory
Residential Service	0.00%	12 Months	20% of All Capital Charges	CIC	None	None	AutoPay Mandatory
General Service*	6.00%	60 Months	10% of CIC with AutoPay Agreement 20% of CIC without AutoPay Agreement	CIC	None	$50,000 per Project**	AutoPay Recommended
General Service*	0.00%	12 Months	10% of CIC with AutoPay Agreement 20% of CIC without AutoPay Agreement	CIC	None	$50,000 per Project**	AutoPay Recommended
General Service*	6.00%	60 Months	20%	CIAC	$500	$50,000** per Project**	AutoPay Mandatory
General Service*	0.00%	12 Months	20%	CIAC	$500	$50,000 per Project**	AutoPay Mandatory

*General Service is defined as any installation serving a location not classified as Residential Service.
**FPUA staff will determine what constitutes a project.

Section 4. 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 payment of principal and interest in the amount of _____.

Section 5. ELECTRONIC FUNDS TRANSFER. All Residential and recommended Commercial AutoPay payments set forth in Section 4 above will be made by electronic funds transfer utilizing the Owner's designated bank account. The Owner agrees to complete the online AutoPay registration through www.fpua.com in order to implement this agreement. The Owner and FPUA further agree that the Installment Payment Agreement is contingent upon successful processing of the electronic funds transfer according to AutoPay.

Section 6. 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/CIAC payment, which may 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 7. 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. The CIA Installment Payment Agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CIC/CIAC'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 8. 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 prepayment penalty.

Section 9. ANNEXATION AGREEMENT WATER AND WASTEWATER ONLY. 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 10. 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 11. ADDITIONAL TERMS AND CONDITIONS.

11.1. 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.

11.2. No waiver of a breach of any of the covenants in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11.3. The Owner shall promptly execute all necessary documents 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.

11.4. 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 Lien Payment Agreement on the day and year first above written.

Witnesses as to FPUA:

FORT PIERCE UTILITIES AUTHORITY

_____
Witness Signature

By: _____
John K. Tompeck, 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 **John K. Tompeck**, 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_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this_____day of _____, 20 ____, by _____
who produced _____as identification.

_____
Notary Signature

_____
Printed Notary Signature