Prepared by and Return to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 33494

City Of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Sewer Improvement Charge
Installment Payment and Voluntary Annexation Agreement

This agreement, made and entered into by and between _____, the owner of property known as _____, PCN# _____, which is further described in Exhibit "A" attached hereto and which is included in the _____ Sewer Basin, and hereinafter referred to as (the "Owner(s))", and the City of Stuart, a Florida municipal corporation, hereinafter referred to as (the "City").

RECITALS

WHEREAS, Section 42-757(c) of the City of Stuart Code of Ordinances provides for installment payments for the cost to provide residential/commercial sewer service, including all installation and sewer availability fees for owners of residential/commercial properties. The payment of these fees shall occur over a period of ten (10) years or 120 months without the accrual of interest. The fees are to be paid each month in the amount of one-one hundred twentieth (1/120) of the applicable charges then existing at the time of execution of this Installment Payment Agreement until such deferred charges are paid in full as evidenced on each monthly statement for utility service; and

WHEREAS, the Owner desires to take advantage of the provisions of Section 42-757(c); and

WHEREAS, the parties hereto represent and warrant to each other that this Agreement is valid and binding upon each other, their successors and assigns, and shall run with the land;

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.

Section 2. AGREEMENT TO MAKE INSTALLMENT PAYMENTS. For value received, the undersigned Owner(s) jointly and severally promise(s) to pay the City of Stuart, at such place the City may designate the principal sum of;

_____Dollars $(_____) at the rate of _____Dollars ($_____) per month.

The sum hereby agreed to be paid by the Owner(s) shall be in addition to the monthly utility usage bill charged to the subject premises. Any partial payment of the monthly bill shall be first applied to the sewer service installation and sewer availability charges delineated herein, and then applied to the usage charge for the premises. A partial payment without prior City approval is subject to interruption in service. All sewer service installation and sewer availability fees and usage charges shall be considered utility service charges.

Section 3. RESPONSIBLE PARTY. The monthly payment, as described herein, will be in addition to the monthly statement for usage services to the premises.

Until paid in full, any balance owed by virtue of the Agreement will be responsibility of the property owner of record and is a lien against the premises described herein pursuant to section 159.17 Florida Statutes.

Section 4. DEFAULT and ACCELERATION. Non-payment of any installment and usage charge when due under this Agreement will be considered a default and if such default is not corrected within 30 days, the City shall charge 1.5 percent interest monthly on

each delinquent balance of charges due the City on the amount of the delinquent balance of $15.00 or more and the entire unpaid shall at once become due and payable, without notice at the option of the City. Failure of the City 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 hereby agrees to pay all costs of collection, including but not limited to, reasonable attorney fees.

Section 5. PREPAYMENT RIGHT. The Owner shall have the right to prepay the whole or any part of the unpaid balance of the amount due under this Agreement without penalty.

Section 6. ADDITIONAL TERMS AND CONDITIONS.

6.1 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.

6.2 The Owner shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and City governments and any and all of their departments and bureaus applicable to said property and/or business.

Section 7. VOLUNTARY ANNEXATION. ***(This section only applies to properties within the City's Utility Service Area that are located outside the City's municipal boundaries in the unincorporated areas of Martin County)*** The undersigned property owner(s), on behalf of himself and his successors, further agrees to submit to annexation by the City, if and when the City Commission should desire to annex the subject property into the City of Stuart, and the undersigned property owner agrees that this document shall serve as the property owner(s) voluntary agreement to be annexed into said municipality, and no further consent need be given by the property owner(s) or his successors, and no further action or elections shall be required on the part of the City, except that the City shall give reasonable notice to the property owner(s) of its intent to annex the property by Ordinance.

I (We) have read and acknowledge receipt of this Agreement, by signature(s) below.

IN WITNESS THEREOF, the parties hereto have executed this Installment Payment Agreement on the ____ day of _____, 20____.

Witnesses as to City:

_____

Print Name; _____

_____

Print Name: _____

CITY OF STUART

_____

Paul J. Nicoletti

City Manager

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___by Paul J. Nicoletti as City Manager of the City of Stuart, who is personally known to me or has produced_____ as identification.

SEAL

_____

Notary Public, State of Florida

Printed Name:_____

My commission expires:_____

Witnesses as to Owner(s):

_____	_____
Signature	Owners Signature
_____	_____
Print Name	Print Name
_____	_____
Signature	Owners Signature
_____	_____
Print Name	Print Name

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as owner(s) of the subject premises, who is/are personally known to me or has/have produced _____ as identification.

Seal:

_____

Notary Public, State of Florida

Printed Name;_____

My commission expires:_____

Stuart
Utilities Financial Services

Attention Potential City of Stuart Sewer Customers

Please read the following before you sign below…

- **The charge for City Sewer service is based on two parts.**
  - The monthly base fee is $5.85. This fee is charged regardless of the amount of usage on the water meter.
  - The volume fee is $5.72 per thousand gallons and is based on the same amount of usage on the water meter. This fee does cap at 12,000 gallons monthly. Any usage over 12,000 gallons a month is assumed to be used outdoors.
  - The most a combined sewer charge would be is a total of $74.49. Please keep in mind our rates are increased annually effective October 1st of each year.
- **There is a one-time Deposit for Sewer service.**
  - The sewer deposit is $50.00 and will be charged on the 1st monthly bill once the sewer service has been connected.
- **If you are the Owner of a rental location and you are signing up for the Loan Program.**
  - It is a requirement of the loan program that you become the active utility account holder. You will be required to setup a new account and pay new deposits and a new account fee as well. If the service is not disconnected or paid late for 23 consecutive months you may request the deposits to be returned to you.
  - Please note that you will be responsible for all services at the location including water, sewer, storm water and garbage service.
- **If you are the Owner of a rental location and you are signing up for the Upfront Payment Option.**
  - You are not required to become the active utility account holder. However, please be aware that your tenant will be charged the one-time Sewer deposit and will begin to pay the monthly Sewer charges as well. Please notify your tenant in advance to limit customer confusion.
- **Please be aware that this is a Non-Refundable program.**
  - Once you sign up for service there are no refunds so please sign up for service only if you are certain that you would like to be connected to the new Sewer service.
- **Prepayment customers.**
  - We welcome customers who intend to take advantage of our signup and save options. However, please make sure that you inform the City employee you are turning your paperwork into that it is a PREPAYMENT and you are not ready to have the service connected at this time. It is imperative that we know this when you turn in your documentation.

SIGNATURE:_____ **DATE:**_____