

RESOLUTION NO. 2003- 103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE 2001-25, SECTION 25(D), WHICH CONCERNS PAYMENT OVER TIME OF WATER AND WASTEWATER UNIT CONNECTION FEES; AMENDING SECTION 25(D) OF ST. JOHNS COUNTY ORDINANCE 2001-25 IN ORDER TO PROMOTE CONSUMER CONNECTION TO THE COUNTY'S WATER AND WASTEWATER SYSTEM; AMENDING SECTION 25(D) OF ST. JOHNS COUNTY ORDINANCE 2001-25 IN ORDER TO EXTEND THE LENGTH OF PAYMENT FOR CONNECTION OVER TIME FROM TWO (2) YEARS TO A PERIOD NOT TO EXCEED SEVEN (7) YEARS FOR WATER AND SEWER UNIT CONNECTION FEES WHEN COUNTY WATER OR WASTEWATER SERVICE IS AVAILABLE FOR CONNECTION BY AN EXISTING SINGLE-FAMILY RESIDENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Johns County Utility Department recognizes that connection to central water and wastewater systems is important; and

WHEREAS, private septic system and potable well failures are of great public health, safety, welfare and environmental concern; and

WHEREAS, connection to the centralized water and wastewater systems adds a substantial financial burden to the existing homeowner; and

WHEREAS, extending the length of payment over time from two (2) years to a period not to exceed seven (7) years for water and wastewater unit connection fees for effected property owners will encourage timely connection and improve public health, safety, welfare and the environment; and

WHEREAS, Section 25 (D) of St. Johns County Ordinance No. 2001-25 gives the Board of County Commissioners the authority to supplement, modify, add or delete and/or change the terms and conditions of Section 25 (D) at any time by Resolution of the Board.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above Recitals are incorporated by reference and made a part hereof.

Section 2.  
read as follows:

Section 25.D. of St. Johns County Ordinance 2001-25 shall be amended to

25.D. Payment Over Time of Water and Wastewater Unit  
connection Fees

In the event an existing Improvement which has previously used a permitted water and/or Wastewater facility using greater than 700 GPD of water and/or Wastewater connects to the County's Water and/or Wastewater System, the applicable Unit Connection Fees at the time of Connection may be paid over time under the terms and conditions stated in this paragraph. The Unit Connection Fee may, at the option of the Owner, be paid over time for a period not to exceed ten (10) years. All applicants for mortgages must certify and provide evidence that County taxes, mortgages, or any other County relative fees are not delinquent. The Unit Connection Fee payments over time shall be collateralized with the use of the Unit Connection Fee Mortgage set forth in Appendix B, Exhibit B. Interest shall be paid on the unpaid balance of the fee(s) owed at the rate set forth in the promissory note attached hereto in Appendix B, Exhibit A, (Promissory Note). Until modified by subsequent resolution(s) of the Board, the interest rate on such Promissory Notes(s) shall be five percent (5.0%) per annum.

When the owner of an existing Improvement requests payment over time of Unit Connection Fees, the owner and the County will agree on the date the final payment shall become due, which date shall be an anniversary date of the proposed date of the physical water or Wastewater Connection. The County shall then calculate the number of years between the proposed date of the physical Connection and the final payment date. Such numbers shall constitute the number of Note Payment Dates.

The County shall divide the total amount of the Unit Connection Fees by the integer number that is one less than the number of Note Payment Dates. The quotient shall constitute the First Payment.

Before the physical Water and Wastewater connection is made the owner shall pay all tapping fees, service charges, and meter deposit to the County and shall execute a Promissory Note dated the proposed physical connection date and in the principal amount of the Unit Connection Fee(s). The principal and interest on the Promissory Note shall be paid in equal installments on each

anniversary date of the proposed date of physical connection thereafter until paid in full.

Upon such option being exercised, a mortgage on the subject property securing the Promissory Note shall be executed by the owner of the Improvement and delivered in recordable form to the County in the form attached hereto in Appendix B (Exhibit B). Prior to execution of the mortgage, the Owner shall deliver a title opinion of an attorney at law admitted to practice in Florida or a certification by an abstractor or a title company showing that record title of the land which is the subject of the mortgage is in the name of the Owner. The Owner shall pay all costs of recording, including documentary stamps and recording fees prior to execution of the mortgage and Promissory Note. The County shall record the mortgage and a copy of the Promissory Note in the County public records.

Upon all payments being made in full, the mortgage shall be satisfied of record. Should the mortgage not be paid on a timely basis, the County may foreclose such mortgage, together with the costs of such foreclosure, including attorney's fees, in the manner authorized by law. The Owner may prepay the Promissory Note and mortgage at any time without penalty.

In lieu of securing the above-described Promissory Note with a mortgage on the subject property, the Owner may elect to secure the note with an irrevocable letter of credit, the form and content of which and the location of the issuing agent of which shall be approved by the Clerk, and which shall be held by the Clerk until the Promissory Note is paid in full. The letter of credit shall, at a minimum, provide that if the note payments are not paid on a timely basis, as set forth in the Promissory Note, the County may demand payment under the letter of credit, after 15 days written notice to the maker of the Promissory Note of its intention to do so. The Promissory Note shall indicate that it is secured by a letter of credit. When the Promissory Note is paid in full, the letter of credit shall be returned to the maker of the Promissory Note. The letter of credit shall be kept current. If the letter of credit has an expiration date prior to the date of the final payment of the Promissory Note, and the letter of credit is not extended by at least 20 days prior to its expiration date it shall be deemed to be in default and the County shall demand payment under the letter of credit for the full remaining balance of the Promissory Note.

In the event an existing improvement which has previously used a private water and/or sewer facility uses 700 or less GPD of

water and/or Wastewater and the owner thereof desires to connect to the County's Water and/or Wastewater System, the applicable Unit Connection Fees at the time of Connection may, at the option of the Owner, be paid over time for a period not to exceed seven (7) years in the manner hereinafter set forth. Interest shall be paid on the unpaid balance of the Unit Connection Fee(s) owed at the rate of five percent (5.0%) per annum. The interest rate may be modified by subsequent resolution(s) of the Board. When the owner of such an Improvement requests payment over time of Unit Connection Fees, the owner and the County will agree on the date the final payment shall become due, which date shall be a monthly anniversary date of the proposed date of the physical water or Wastewater Connection. The payment shall be on a monthly basis.

The County shall then calculate the number of months between the proposed date of the physical Connection and the final payment date. Such number shall constitute the number of Note Payment Dates.

The County shall divide the total amount of the Unit Connection Fees by the integer number that is one less than the number of Note Payment Dates. The quotient shall constitute the Down Payment.

Before the physical Water and Wastewater connection is made, the owner shall pay the Down Payment to the County and shall execute and deliver to the County an unsecured Promissory Note in the form of Exhibit E in Appendix B dated the proposed physical connection date and in the principal amount of the Unit Connection Fee(s) less the Down Payment but with the last sentence on the note referring to a mortgage or letter of credit deleted. The principal and interest on the Promissory Note shall be paid in equal monthly installments on each monthly anniversary date of the proposed physical connection thereafter until paid in full.

Upon all payments being paid in full, the Mortgage Promissory Note shall be satisfied. Should the Promissory Note not be paid in a timely basis, the County may sue on the Promissory Note and/or may disconnect the applicable Water and/or Wastewater connection as allowed in Section 23 until all sums due under the Promissory Note have been paid in full and all appropriate disconnect and reconnect fees have been paid.

The terms, conditions and/or provisions of this paragraph D and the Exhibits referred to herein may be supplemented,

modified, added to, deleted and/or changed by subsequent resolution(s) of the Board.

Section 3. This Resolution shall not relieve any property owner of their responsibility for costs other than amending the time frame for timely paid water and/or wastewater unit connection fees associated with connection to the County water and/or wastewater system, nor shall the property owner be relieved from the costs of abating any public sanitary nuisance or abandoning their onsite sewage treatment and disposal system or potable well as required by the St. Johns County Health Department.

Section 4. It is the intent of the Board of County Commissioners of St. Johns County, Florida, and it is hereby provided, that if any section, subsection, sentence, clause, phrase, or provisions of this Resolution is held to be invalid, or unconstitutional by a court of competent jurisdiction, such invalidity, or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions, sections, subsections, clauses, phrases, or provisions of this Resolution.

Section 5. This resolution shall take effect upon its passage by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15<sup>th</sup> day of April, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia A. Grande  
Deputy Clerk

RENDITION DATE 4-7-3

