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*Jessica R. [Signature]*  
Deputy City Clerk  
41 Pages Total

RESOLUTION 2018-14194

~~AN INITIAL ASSESSMENT~~ RESOLUTION OF THE CITY COUNCIL OF NAPLES, FLORIDA, RELATING TO THE ESTABLISHMENT OF A SPECIAL ASSESSMENT AREA TO BE KNOWN AS THE GULF ACRES / ROSEMARY HEIGHTS ASSESSMENT AREA TO FUND CONSTRUCTION OF WASTEWATER IMPROVEMENTS SERVING THE REAL PROPERTY THEREIN; DESCRIBING THE PROPERTY TO BE LOCATED WITHIN THE ASSESSMENT AREA AND THE WASTEWATER IMPROVEMENTS TO BE FUNDED BY NON-AD VALOREM SPECIAL ASSESSMENTS; ESTIMATING THE PORTION OF THE COST OF THE WASTEWATER IMPROVEMENTS TO BE FUNDED BY ASSESSMENTS; ESTABLISHING THE METHOD OF ASSESSING THE COSTS OF THE WASTEWATER IMPROVEMENTS AGAINST REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND DIRECTING THE PROVISIONS OF NOTICE; AMENDING AND RESTATING CITY RESOLUTION 2018-14142; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. AUTHORITY.** This Resolution is adopted pursuant to Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, Chapters 170 and 180, Florida Statutes, the Uniform Assessment Collection Act, City Code Sections 2-721 through 2-819, and other applicable provisions of law (collectively, the "Act").

**SECTION 1.02. DEFINITIONS.** This Resolution is the Initial Assessment Resolution for the Gulf Acres / Rosemary Heights Assessment Area. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance. In addition, the following terms shall have the following meanings, unless the context hereof otherwise requires.

**"Assessed Parcel"** means any Tax Parcel subject to the Assessment imposed hereunder.

**"Assessment"** means a special assessment (sometimes characterized as a non-ad valorem assessment) imposed by the City against real property located within the Gulf Acres / Rosemary Heights Assessment Area to respectively fund a portion of the costs associated with acquisition and construction of Sanitary Sewer Collection System Improvements and/or Wastewater Treatment Capacity Improvements to serve the Gulf Acres / Rosemary Heights Assessment Area and related expenses.

**"Assessment Area" or "Gulf Acres / Rosemary Heights Assessment Area"** means the area subject to the special assessments contemplated herein, as described in Section 3.01 hereof.

**"Assessment Ordinance"** means City Code Sections 2-721 through 2-810 as may be amended from time to time, or its successor in function.

**"Assessment Roll"** means the non-ad valorem assessment roll relating to the Assessments imposed by the City against Tax Parcels located within the Gulf Acres / Rosemary Heights Assessment Area.

**"Deferred Payment Agreement"** means an agreement described in Section 3.07 or 3.08 hereof by and between the City and all of the record owners of any property subjected to Assessments which provides for the alternative payment or funding of an amount equivalent to the Assessment by the City on behalf of the owner, and alternatively evidences and governs the repayment of such amount as an alternative and consensual special assessment.

**"Capital Cost"** means respectively all or any portion of the expenses that are properly attributable to the planning, acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of the Sanitary Sewer Collection System Improvements and/or Wastewater Treatment Capacity Improvements, including legal, consulting and advertising costs associated with development and imposition of the Assessments, under generally accepted accounting principles; and including reimbursement to the City for any funds advanced for the Capital Cost and interest on any interfund or intrafund loan for such purposes.

**"City"** means the City of Naples, Florida.

**"City Code"** means the Code of Ordinances of the City of Naples, Florida.

**"City Manager"** means the City Manager of the City, or his or her designee responsible for coordinating Assessments as provided herein.

**"Collection Cost"** means the estimated cost to be incurred by the City during any Fiscal Year in connection with the administration and collection of Assessments.

**"Council"** means the City Council of the City of Naples, Florida.

**"Equivalent Residential Connection" or "ERC"** means a unit of measurement that approximates the average demand of an individually metered single-family residential dwelling unit as provided in Chapter 30, City Code of Ordinances.

**"Final Assessment Resolution"** means the resolution described in the Assessment Ordinance that confirms, modifies, or repeals this Initial Assessment Resolution for the Gulf Acres / Rosemary Heights Assessment Area.

**"Fiscal Year"** means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

**"On-site Performance Based Wastewater Treatment System"** means a wastewater system located upon and serving one or more Tax Parcels in the Assessment

Area which is subject to an active permit and meets operational criteria as defined in Rule 64E-6.025(1) or (2), Florida Administrative Code, or its successor in function.

**"Project Cost"** means respectively: (A) the Capital Cost of the Sanitary Sewer Collection System Improvements and/or Wastewater Treatment Capacity Improvements; (B) the Transaction Cost associated with Obligations issued to finance the Sanitary Sewer Collection System Improvements and/or Wastewater Treatment Capacity Improvements; (C) interest accruing on such Obligations for such period of time as the City deems appropriate; (D) the debt service reserve fund or account, if any, established for such Obligations; and (E) any other costs or expenses related thereto.

**"Property Appraiser"** means the Collier County Property Appraiser.

**"Sanitary Sewer Collection System Improvements" or "Sewer Collection Improvements"** shall be deemed a local improvement as such term is defined in the Assessment Ordinance, and means the wastewater collection facilities and ancillary capital improvements to be constructed by the City, including but not limited to, the acquisition, installation, construction, retrofitting and provision of gravity lines, force mains, pump or lift stations and associated subdivision type infrastructure necessary to service the Gulf Acres / Rosemary Heights Assessment Area together with land or easement acquisition costs, which will provide for collection of wastewater generated within the Gulf Acres / Rosemary Heights Assessment Area. The Sanitary Sewer Collection System Improvements do not include Wastewater Treatment Capacity Improvements.

**"State"** means the State of Florida.

**"Tax Parcel"** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**"Tax Roll"** means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**"Transaction Cost"** means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to: (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel and special assessment counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**"Utility Service Area" or "Urban Service Area"** means the area within and outside the corporate limits of the City established by the City under the authority of Chapter 180, Florida Statutes, within which the City has the right, responsibility and obligation to provide water and wastewater services. The area outside of the corporate limits was initially described and authorized by City Ordinance 2698 dated June 15, 1977; a Basic Agreement by the City of Naples and Collier County dated October 16, 1977 with subsequent addendums, and the City of Naples Water and Wastewater Service Interlocal Service Boundary Agreement and Accord and Satisfaction dated February 24, 2009.

**"Utility System"** means the public wastewater utility system owned and operated by the City which provides central wastewater collection, treatment, and disposal facilities and services within the Utility Service Area.

**"Wastewater Improvements"** means, collectively, Sanitary Sewer Collection System Improvements and the Wastewater Treatment Capacity Improvements.

**"Wastewater Treatment Capacity Improvements"** shall be deemed local improvements as such term is defined in the Assessment Ordinance, and means the wastewater transmission, treatment, disposal and reuse facilities and ancillary capital improvements that have been constructed or will be constructed by the City including, but not limited to, major transmission, treatment plant, and reuse disposal facilities, together with land or easement acquisition costs, which will receive, accommodate, treat and dispose of the additional wastewater generated by new users growth. Wastewater Treatment Capacity Improvements do not include Sanitary Sewer Collection System Improvements.

**SECTION 1.03. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared as follows:

- (A) The City has acquired and created the Utility System for the purpose of providing central wastewater collection, treatment, and disposal facilities and services within the Utility Service Area.
- (B) The City previously adopted Resolution 2018-14142 on April 18, 2018 which proposed creation of the Gulf Acres / Rosemary Heights Assessment Area to fund the Wastewater Improvements and described the real property comprising the proposed assessment area, the estimated cost to provide the Wastewater Improvements to such area, the method of assessing the cost of the project against the real property specially benefitted thereby, and the rate of Assessment to be imposed against each Tax Parcel.
- (C) Since adoption of Resolution 2018-14142, competitive bids for construction of the project were received which were lower than preliminary project cost

estimates, resulting in a reduction in the amount of the proposed Assessment. The City has additionally explored various cost saving measures to reduce the amount of the Assessment imposed against affected Tax Parcels. In that regard, Collier County has indicated a willingness to contribute funding to the project and to additionally waive engineering design fees, and the governing board of the Big Cypress Basin has tentatively committed to providing increased grant funding which would further reduce the amount of the Assessment imposed against each Tax Parcel.

- (D) Collier County has also agreed to partner with the City to apply for a Florida Department of Environmental Protection grant and a special Florida legislative grant to further off-set the cost of the project. If such additional funding sources are received in the future, the Assessment may be further reduced at that time.
- (E) To further ease the financial hardship some property owners may otherwise experience through the Assessment, the Council has also determined to offer alternative payment opportunities for affected property owners in the form of Deferred Payment Agreements as further described in Article III hereof.
- (F) In addition, if the Council determines to proceed with construction of the Wastewater Improvements upon conclusion of the public hearing established by Section 2.03 hereof, then the City will install new potable water lines to serve the Assessment Area in conjunction with the Wastewater Improvements to be provided by the City and certain stormwater improvements to be undertaken by Collier County. The cost of the potable water system improvements and stormwater improvements will be paid by the City and county, respectively, and will not be included in the Assessment.
- (G) In light of recent input from Collier County, the Big Cypress Basin, affected property owners and other interested parties in support of the City undertaking the project and the substantial cost reductions and alternative payment opportunities outlined above, the Council has determined to reinstate the process for creation of the Gulf Acres / Rosemary Heights Assessment Area by amending and restating Resolution 2018-14142 through adoption of this Resolution.
- (H) The presence and availability of the Utility System enhances and benefits the environment and the health, safety, and welfare of landowners and persons inhabiting the City, adjacent unincorporated areas and the Utility Service Area through the provision, inter alia, of municipally provided and professionally maintained central wastewater collection, treatment, disposal and reuse facilities and services.
- (I) The City has identified properties within the Utility Service Area which do not have central wastewater collection, treatment, disposal and reuse facilities and services available, and has initiated an expansion program for

the Utility System with the intent to construct, in a series of phases to be determined from time to time, within geographic areas served by or capable of being served by the Utility System, in order to provide a sanitary sewer collection system to owners of vacant parcels and owners and users of parcels served by on-site sewage treatment and disposal systems including, but not limited to, septic tanks, based on funding availability and physical and economic feasibility.

- (J) The City is embarking upon the expansion of the Utility System to equitably, ecologically and economically manage the collection and disposal of wastewater and improve the water quality within and surrounding the Utility Service Area. The presence of the Utility System enhances and benefits the environment and the health, safety and welfare of landowners and persons inhabiting the Utility Service Area and removes environmental burdens created by inadequate, obsolete or poorly maintained on-site sewage treatment and disposal systems and will serve to end the proliferation of on-site sewage treatment disposal systems.
- (K) The Council desires to create the Gulf Acres / Rosemary Heights Assessment Area to fund, in part, the construction of the proportionate share of the Sanitary Sewer Collection System Improvements therein and the proportionate share of the Wastewater Treatment Capacity Improvements the City has constructed or anticipates will be needed to serve the Gulf Acres / Rosemary Heights Assessment Area.
- (L) The City is authorized by the Act to provide water and wastewater capital improvements serving the Utility Service Area, and to provide for the imposition and collection of charges in the form of Assessments to fund, in whole or in part, the Project Costs associated with such improvements.
- (M) The Assessment Ordinance provides the procedure for establishing assessment areas within which to impose and collect special assessments to finance local improvements such as the Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements.
- (N) The development, construction, installation, delivery and funding of the Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements will improve the environmentally sound use and enjoyment of property located within the Gulf Acres / Rosemary Heights Assessment Area by providing a centralized means of collecting and disposing of treated wastewater generated within the Gulf Acres / Rosemary Heights Assessment Area through the Utility System in a manner that diminishes and relieves the environmental burdens created by less effective means of treating wastewater currently in use, thereby providing a special benefit to such property.
- (O) The development, construction, installation, delivery and funding of the Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements provides a special benefit to all property capable of development within the Gulf Acres / Rosemary Heights

Assessment Area by facilitating the development and/or redevelopment of such property.

- (P) The development, construction, installation, delivery and funding of the Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements will immediately increase the available utility, value, enjoyment and use of every parcel served by reducing the area of land needed to facilitate the location of on-site sewage treatment facilities thereon, thereby providing a special benefit to such property.
- (Q) The construction of Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements will make available and accommodate increased consumption and demand for wastewater collection, treatment and disposal from individual parcels through connection to the Utility System, thereby providing a special benefit to such property.
- (R) The Gulf Acres / Rosemary Heights Assessment Area is substantially composed of similarly sized platted single-family dwelling lots which allow a relatively high level of certainty in the design and sizing of Sanitary Sewer Collection System Improvements required to serve the Assessment Area, regardless of the size of single-family dwelling units located on or built thereon. Accordingly, it is fair and reasonable to use an equivalent residential connection method for computing Assessments to fund Sanitary Sewer Collection System Improvements within the Assessment Area based upon one (1) equivalent residential connection (ERC) for each single-family dwelling or subdivided residential building lot capable of development with a single-family dwelling, regardless of the size of the dwelling unit or lot.
- (S) Unlike the relatively homogenous design and sizing requirements presented by platted single-family dwelling lots, parcels capable of non-residential development may be developed more intensely. Accordingly, it is fair and reasonable to allocate multiple ERCs to non-residential parcels based upon the size of the water meter, as provided in City Code Section 30-2, when computing Assessments for Sanitary Sewer Collection System Improvements.
- (T) Parcels capable of multi-family development may also be developed more intensely. Accordingly, it is fair and reasonable to allocate multiple ERCs to multi-family parcels based upon the number of dwelling units authorized for development or actually constructed thereupon, such that multi-family parcels will be attributed 0.78 ERC per dwelling unit when computing Assessments for Sanitary Sewer Collection Improvements.
- (U) The use of an equivalent residential connection method of computing Assessments to fund Wastewater Treatment Capacity Improvements within the Gulf Acres / Rosemary Heights Assessment Area based upon each parcel with a single-family dwelling unit being attributed one (1) ERC is fair to impacted landowners who developed or purchased property before the advent of the provision and enforcement of mandatory connection of central

- wastewater collection and disposal facilities, but allows for the City to reasonably impose and adjust the amount of Assessments commensurate with the current and future treatment and disposal demand caused by substantial reconstruction or redevelopment of impacted parcels or new construction on vacant parcels to determine one (1) Equivalent Residential Connection and used to allocate the Assessment for Wastewater Treatment Capacity Improvements.
- (V) A substantial portion of the City's service area has been improved with residential dwellings, and approximately 1,350 parcels are connected to on-site sewage treatment and disposal systems, and it is fair and reasonable to develop an apportionment approach for Wastewater Treatment Capacity Improvements otherwise generally consistent with the City's method of imposing impact fees as provided in Chapter 30 of the City Code, but which takes into consideration the distinctions between improved parcels with existing dwelling units, the consequences of voluntary substantial reconstruction or redevelopment of improved parcels, and voluntary development of vacant or unimproved parcels capable of improvement.
- (W) The Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements by fairly and reasonably allocating the estimated Capital Cost and Project Cost to specially benefited property.

## ARTICLE II NOTICE AND PUBLIC HEARING

### SECTION 2.01. ESTIMATED CAPITAL COST AND PROJECT COST.

- (A) The total estimated cost of the Sanitary Sewer System Improvements is \$6,100,714, of which \$2,146,000 shall be paid for by City contributions and available funding sources other than the Assessments, as generally described in Section 1.04. The estimated Capital Cost for the Sanitary Sewer Collection System Improvements to be funded by Assessments is \$3,954,714. The estimated Project Cost for the Sanitary Sewer Collection System Improvements to be funded by Assessments is \$3,999,214. The Project Cost identified herein will be substantially funded through the imposition of Assessments against property located in the Gulf Acres / Rosemary Heights Assessment Area in the manner set forth in Article III hereof.
- (B) The estimated Capital Cost for the Wastewater Treatment Capacity Improvements allocated to the Gulf Acres / Rosemary Heights Assessment Area is \$837,337. The estimated Project Cost allocated to the Gulf Acres / Rosemary Heights Assessment Area for the Wastewater Treatment Capacity Improvements is \$837,337 (the City does not intend to issue Obligations to finance the Wastewater Treatment Capacity Improvements, such that no Transactions Costs will be incurred, and the



Capital Cost and Project Cost are the same). The Project Cost identified herein will be substantially funded through the imposition of Assessments against property located in the Gulf Acres / Rosemary Heights Assessment Area in the manner set forth in Article III hereof.

**SECTION 2.02. ASSESSMENT ROLL.**

- (A) A preliminary Assessment Roll has been prepared in the manner provided in the Assessment Ordinance for Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements.
- (B) The Assessment Roll shall be maintained on file in the offices of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of a computer terminal or internet access available to the public.

**SECTION 2.03. PUBLIC HEARING.** A public hearing will be conducted by the Council on October 17, 2018 at 11:00 a.m. at the City Council Chambers, 735 8th Street South, Naples, Florida, to consider imposition of the Assessments for Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements.

**SECTION 2.04. NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 2.03 hereof in the manner set forth in the Assessment Ordinance; provided, however, that such notice shall be published twice, with each publication one week apart. The first publication shall occur at least twenty (20) days prior to the public hearing. Such notice shall be in substantially the form attached hereto as Appendix A.

**SECTION 2.05. NOTICE BY MAIL.** The City Manager shall; in the manner specified in the Assessment Ordinance, provide first class mailed notice of the public hearing authorized by Section 2.03 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll; provided, however, that such notice shall be mailed at least thirty (30) days prior to the public hearing. Such notice shall be in substantially the form attached hereto as Appendix B.

**ARTICLE III  
ASSESSMENTS**

**SECTION 3.01. DESCRIPTION OF PROPOSED GULF ACRES / ROSEMARY HEIGHTS ASSESSMENT AREA.** The proposed Gulf Acres / Rosemary Heights Assessment Area shall include the area described in Appendix C attached hereto. The Gulf Acres / Rosemary Heights Assessment Area is proposed for the purpose of improving the sound environmental use and enjoyment of property and funding a portion of the costs associated with the provision of Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements benefiting property located therein. The balance of costs will be paid by the City. The Council may expand the Gulf Acres / Rosemary Heights Assessment Area to include additional parcels without further notice to the owners of the real property described in Appendix C, against which annual Assessments of the same amount and terms described herein will be imposed;

provided however, that no such expansion shall increase the annual Assessment payable in respect of the property described in Appendix C or modify the terms thereof.

**SECTION 3.02. IMPOSITION OF ASSESSMENTS.** Assessments shall be imposed against property located within the Gulf Acres / Rosemary Heights Assessment Area, the annual amount and term of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien pursuant to the Assessment Ordinance upon the Tax Parcels located in the Gulf Acres / Rosemary Heights Assessment Area.

**SECTION 3.03. DETERMINATION OF EQUIVALENT RESIDENTIAL CONNECTIONS; APPORTIONMENT APPROACH.**

- (A) In determining equivalent residential connections relative to Sanitary Sewer Collection System Improvements, it is fair and reasonable to take into consideration the relatively high level of certainty in the design and sizing of Sanitary Sewer Collection System Improvements required to serve the Gulf Acres / Rosemary Heights Assessment Area, regardless of the size of single-family dwelling units located or built thereon. In contrast to the relatively homogenous wastewater collection design and sizing requirements presented by platted single-family dwelling lots in the Gulf Acres / Rosemary Heights Assessment Area, any parcels capable of non-residential or multi-family development may be developed more intensely. Accordingly, it is fair and reasonable to allocate multiple ERCs to non-residential parcels based upon the size of the water meter and to attribute 0.78 ERC to each dwelling unit authorized for construction or actually constructed on multi-family parcels, as provided in Chapter 30 of the City Code, when computing Assessments for Sanitary Sewer Collection System Improvements.
- (B) For Sanitary Sewer Collection System Improvements, the number of equivalent residential connections for any Tax Parcel shall be determined as follows:
  - (1) All Tax Parcels which primarily serve as a single-family residence shall be attributed one (1) ERC. No additional ERCs will be attributed to such parcels based on the presence of storage sheds, detached garages, car ports, pool houses or other structures which are ancillary to single-family residential use.
  - (2) All unimproved Tax Parcels constituting subdivided building lots shall constitute one (1) ERC.
  - (3) The applicable ERC determination for all Tax Parcels classified as non-residential pursuant to Chapter 30 of the City Code, as amended, if any, shall be based on the size of the water meter.

- (4) Tax Parcels with duplexes, triplexes, etc. shall be attributed 0.78 ERC per dwelling unit authorized for construction or actually constructed on the parcel.
  - (5) For Tax Parcels with multiple single-family structures, 0.78 ERCs shall be attributed to units less than 1,000 square feet, and 1.0 ERCs shall be attributed to units equal to or larger than 1,000 square feet.
  - (6) The City Manager may determine the primary usage of each Tax Parcel for purposes of this section through the real property database maintained by the Property Appraiser or other property records, field research, site inspection, and/or the presentation of evidence by an affected property owner.
- (C) In determining equivalent residential connection relative to Wastewater Treatment Capacity Improvements, it is fair and reasonable to take into consideration the distinctions between the relative position of owners of improved parcels with existing dwelling units, owners choosing to undertake substantial reconstruction or redevelopment of improved parcels, and owners of vacant parcels or lots capable of future development. For Wastewater Treatment Capacity Improvements, the number of equivalent residential connections for any Tax Parcel shall be determined as follows:
- (1) Tax Parcels improved with a single-family dwelling with a 5/8" or 3/4" water meter shall be the benchmark for one (1) ERC as provided in Chapter 30 of the City Code.
  - (2) All Tax Parcels with an existing single-family dwelling unit thereon as of September 5, 2018 shall be determined to have one (1) ERC per dwelling unit regardless of the meter size.
  - (3) Tax Parcels with duplexes, triplexes, etc. shall be attributed 0.78 ERC per dwelling unit authorized for construction or actually constructed on the parcel.
  - (4) For Tax Parcels with multiple single-family structures, 0.78 ERCs shall be attributed to units less than 1,000 square feet, and 1.0 ERCs shall be attributed to units equal to or larger than 1,000 square feet.
  - (5) All unimproved Tax Parcels constituting subdivided building lots shall constitute one (1) ERC, subject to adjustment upon improvement.
  - (6) The applicable ERC determination for all Tax Parcels classified as non-residential pursuant to Chapter 30 of the City Code, as amended, if any, shall be based on the size of the water meter.
  - (7) The development or redevelopment of a Tax Parcel subsequent to September 5, 2018 may result in an increase in the number of ERCs attributed to such Tax Parcel based on the size of the water meter as provided in Chapter 30 of the City Code. Any such increase in ERCs represents an increased demand for Wastewater Treatment

Capacity Improvements and must be paid in cash to the City at the time a building permit is issued; provided, however, that the property owner shall receive a credit against the wastewater impact fee due under Chapter 30 of the City Code in an amount equal to the Capital Cost component of the Assessment imposed hereunder to fund Wastewater Treatment Capacity Improvements.

- (D) Property located within the Gulf Acres / Rosemary Heights Assessment Area will be subject to Assessments for Sanitary Sewer Collection System Improvements at a rate of \$13,300 per ERC for single-family, multi-family and non-residential development.
- (E) Property located within the Gulf Acres / Rosemary Heights Assessment Area will be subject to Assessments for Wastewater Treatment Capacity Improvements at a rate of \$2,324 per ERC.

**SECTION 3.04. COLLECTION OF ASSESSMENTS.** Assessments for Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements which are not prepaid at the option of the owner(s) thereof in accordance with Section 3.05 hereof or deferred in accordance with Section 3.07 or 3.08 hereof will be collected in annual installments pursuant to the Uniform Assessment Collection Act over a period not to exceed twenty (20) years, which are anticipated to commence no earlier than the ad valorem tax bill issued in November 2020. The Assessments for Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements will be computed for each Tax Parcel in the manner set forth in Section 3.03. Each annual installment of the Assessment shall include Collection Costs and may be increased as necessary to account for the maximum statutory discount for early payment of ad valorem taxes and non-ad valorem assessments. Sale or transfer of an Assessed Parcel during the twenty (20) year payment term will not result in acceleration of the balance of the Assessment, instead the new owner of the Assessed Parcel will assume responsibility for payment of annual installments through the remaining term or may optionally prepay the balance of the Assessment in full in accordance with Section 3.05.

**SECTION 3.05. PREPAYMENT OF ASSESSMENTS.**

- (A) The Assessment imposed against any parcel of property to fund Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements shall be subject to prepayment at the option of the property owner, as follows:
  - (1) Prior to the issuance of Obligations, the City Manager shall provide first class mailed notice to the owner of each parcel of property subject to the Assessment of the City Council's intent to issue such Obligations. On or prior to the date specified in such notice (which shall not be earlier than the fifteenth day following the date on which the notice is delivered to the possession of the U.S. Postal Service), or such later date as the City Council may allow in its sole discretion, the owner of each parcel of property subject to the Assessment shall be entitled to prepay the total Assessment obligation. The amount of

such prepayment shall be respectively computed for Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements by: (1) dividing the number of ERCs attributable to such Tax Parcel by the total number of ERCs attributable to Tax Parcels within the Gulf Acres / Rosemary Heights Assessment Area; and (2) multiplying the result by the estimated Capital Cost of the respective Sanitary Sewer Collection System Improvements and Wastewater Treatment Capacity Improvements.

- (2) Following the date specified in the notice provided pursuant to Section 3.05(A)(1) hereof, or such later date as the City Council may allow in its sole discretion, the owner of each parcel of property subject to the Assessment shall be entitled to prepay the total remaining Assessment upon payment of an amount equal to the sum of: (a) such parcel's share of the principal amount of Obligations then outstanding; (b) the premium associated with redemption of such parcel's share of the principal amount of Obligations then outstanding, if any; and (c) interest on such parcel's share of the principal amount of Obligations then outstanding plus one full percentage point, from the most recent date to which interest has been paid to the next date following such prepayment on which the City can redeem Obligations after providing all notices required by the ordinance or resolution authorizing issuance of such Obligations; provided however, that during any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the Assessments imposed against any parcel of property by the amount of the Assessment certified for collection with respect to such parcel.

- (B) At the City's election, the Assessment imposed against any parcel of property may be subject to acceleration and mandatory prepayment if at any time a tax certificate has been issued and remains outstanding in respect of such property. In such event, the amount required for mandatory prepayment shall be the same as that required for an optional prepayment authorized by Section 3.05(A) hereof.
- (C) The amount of all prepayments computed in accordance with this Section 3.05 shall be final. The City shall not be required to refund any portion of a prepayment if: (1) the Capital Cost is less than the amount upon which such prepayment was computed; or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 3.06. ADJUSTMENT AFTER PREPAYMENT UPON SUBSTANTIAL IMPROVEMENT OF TAX PARCEL.** In the event any Assessment is prepaid for any Tax Parcel, or portion thereof, and the Tax Parcel is subsequently developed or reconstructed with more equivalent residential connections than attributed at the time of prepayment, the owner of the Tax Parcel shall then be subject to an adjustment in the Assessment for each additional ERC, or fraction thereof, and shall pay

such additional amount to the City in cash at the time a building permit is issued. Such adjustment shall be computed in accordance with the most recent Annual Assessment Resolution for the subject Assessment, without any other credit, refund, recalculation or reapportionment, so that the proceeds from such additional Assessments are available to the City to additionally apply to payment of applicable Obligations or otherwise retire the Project Cost.

### **SECTION 3.07. DEFERRED PAYMENT.**

- (A) In order to provide extraordinary alternative payment opportunities to owners whose property is subjected to Assessments for Wastewater Improvements hereunder, the owners of Assessed Parcels may defer payment of the Assessment by entering into a Deferred Payment Agreement with the City, which shall be executed with the same formality as a deed and recorded in the Official Records of Collier County, Florida. The Deferred Payment Agreement shall be in substantially the form attached hereto as Appendix D with such changes as may be approved by the City Attorney. In such an event, the Assessment shall be deemed prepaid for the purposes of administering the Assessment Roll created as a result of this Initial Assessment Resolution and the obligation to pay Assessment, including all interest subsequently accruing thereon, shall be due in a single payment due no later than the twentieth (20th) anniversary of the Deferred Payment Agreement or upon sale or transfer of ownership of the subject property for other than nominal consideration, whichever first occurs. Nominal consideration shall mean a transfer only requiring minimum documentary stamp taxes.
- (B) The opportunity to enter into a Deferred Payment Agreement with the City shall only be available prior to the issuance of any Original Obligations.
- (C) The City shall advance and fund, on behalf of the owner, the Assessment attributable to the property of an owner who enters into a Deferred Payment Agreement; and, the Deferred Payment Agreement shall in turn provide for the alternative consensual special assessment of the benefited property which shall be collected separate and apart from any other Assessments imposed as a result of this Initial Assessment Resolution, or any Final Assessment Resolution.
- (D) Following the adoption of the Final Assessment Resolution but prior to the date on which the Assessment Roll is certified for collection, the City Manager shall provide first class mailed notice to the owner of each Tax Parcel subject to the Assessment of the available opportunity to enter into a Deferred Payment Agreement. On or prior to the date specified in such notice (which shall not be earlier than the thirtieth calendar day following the date on which the notice is delivered to the possession of the U.S. Postal Service), the owner of each Tax Parcel subject to the Assessment shall have the opportunity to enter into a Deferred Payment Agreement. The principal amount of any Deferred Payment Agreement entered into pursuant to this Section 3.07 shall be final and only subject to adjustment as provided in Section 3.06 hereof. The City shall not be required to refund

or adjust the principal amount, or any interest accruing thereon, due pursuant to any Deferred Payment Agreement if the actual cost of the Wastewater Improvements is less than the estimated Capital Cost upon which the Assessment for the affected parcel was computed.

- (E) Notwithstanding anything herein to the contrary, Deferred Payment Agreements shall only be available for the twenty (20) year term as provided for in this Section 3.07 and for owners of eligible On-site Performance Based Wastewater Treatment Systems as provided for in Section 3.08 hereof.

**SECTION 3.08. DEFERRED PAYMENT FOR ON-SITE PERFORMANCE BASED WASTEWATER TREATMENT SYSTEM.**

- (A) In order to provide extraordinary deferral and payment opportunities to owners of properties served by an On-site Performance Based Wastewater Treatment System which are located within the Assessment Area, affected owners may defer payment of the Assessment until connection to the Utility System or up to ten (10) years. Such an opportunity to defer the Assessment fairly and reasonably balances the direct and immediate benefits to the Assessed Parcel occasioned by the availability of central wastewater facilities with an opportunity for the owner to use or amortize a substantial portion of the investment in and useful life of the On-site Performance Based Wastewater Treatment System, and assures the community and ratepayers in general that over time all benefited owners will fairly participate and contribute to the development and support of the Utility System. Any Deferred Payment shall be executed with the same formality as a deed recorded in the Official Records of Collier County, Florida, and shall be in substantially the form attached hereto as Appendix E with such changes as may be approved by the City Attorney. In such an event, the subject Assessment shall be deemed prepaid for the purposes of administering the Assessment Roll created as result of this Initial Assessment Resolution and the lien and obligation to pay the amount equivalent to the Initial Prepayment Amount, commencing on the tenth anniversary of the Deferred Payment Agreement, and all interest subsequently accruing thereon after such deferred period shall then be due and payable to the City pursuant to the Deferred Payment Agreement.
- (B) Either upon connection to the Utility System or on the tenth anniversary of the Deferred Payment Agreement, the Deferred Payment Agreement shall provide that the principal amount shall be collected in the form of a non-ad valorem assessment for a period of twenty (20) years together with interest accruing thereon and all costs for collection in a manner generally consistent with the imposition of Assessments as provided for in this Initial Assessment Resolution, unless the owner elects to prepay the Assessment in full.
- (C) The opportunity to enter into a Deferred Payment Agreement pursuant to the provisions of this Section shall only be available to affected owners of property who can demonstrate that the property is, or is reasonably

anticipated to be, served by an On-site Performance Based Wastewater Treatment System and who enter into a Deferred Payment Agreement with the City prior to the issuance of any Original Obligations.

- (D) The City shall advance and fund, on behalf of the owner, the Assessment attributable to the property of an owner who enters into a Deferred Payment Agreement; and, the Deferred Payment Agreement shall in turn provide for the alternative consensual special assessment of the benefited property which shall be collected separate and apart from any other Assessments imposed as a result of this Initial Assessment Resolution, or any Final Assessment Resolution.
- (E) Following the adoption of the Final Assessment Resolution but prior to the date on which the Assessment Roll is certified for collection, the City Manager shall provide first class mailed notice to the owner of each Tax Parcel subject to the Assessment of the available opportunity to enter into a Deferred Payment Agreement. On or prior to the date specified in such notice (which shall not be earlier than the thirtieth calendar day following the date on which the notice is delivered to the possession of the U.S. Postal Service), the owner of each Tax Parcel subject to the Assessment shall have the opportunity to enter into a Deferred Payment Agreement. The principal amount of any Deferred Payment Agreement made pursuant to this Section 3.08 shall be final and only subject to adjustment as provided in Section 3.06 hereof. The City shall not be required to refund or adjust the principal amount, or any interest accruing thereon, due pursuant to any Deferred Payment Agreement if the actual cost of the Wastewater Improvements is less than the estimated Capital Cost upon which the Assessment for the affected parcel was computed.

**ARTICLE IV  
GENERAL PROVISIONS**

**SECTION 4.01. ALTERNATIVE METHOD.** This Resolution shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to other powers conferred by law and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Resolution, being necessary for the health, safety and welfare of the inhabitants of the City, shall be liberally construed to affect the purposes hereof.

**SECTION 4.02. AMENDMENT AND RESTATEMENT OF RESOLUTION 2018-14142.** City Resolution 2018-14142 is hereby amended and restated in its entirety.

**SECTION 4.03. SEVERABILITY.** If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.



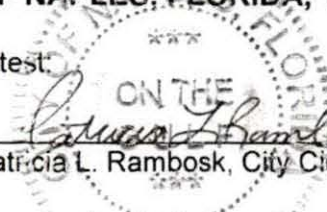
Resolution 2018-14194

Page 17

**SECTION 4.05. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 5TH DAY OF SEPTEMBER, 2018.**

Attest:

  
Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

Bill Barnett  
Bill Barnett, Mayor

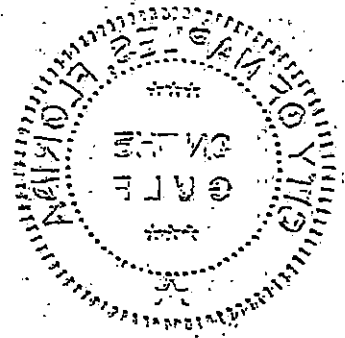
Approved as to form and legality:

Robert D. Pritt  
Robert D. Pritt, City Attorney

Date filed with City Clerk: 9-6-18

APPENDIX A

FORM OF PUBLISHED NOTICE



## CITY OF NAPLES, FLORIDA

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR  
COLLECTION OF NON-AD VALOREM ASSESSMENTS IN THE  
GULF ACRES / ROSEMARY HEIGHTS ASSESSMENT AREA.****[INSERT MAP OF ASSESSMENT AREA PRIOR TO PUBLICATION]**

Notice is hereby given that the City Council of the City of Naples, Florida (the "City") will conduct a public hearing to consider imposition and collection of special assessments within the Gulf Acres / Rosemary Heights Assessment Area, as shown above, to fund a portion of the costs associated with the construction of sanitary sewer collection system and wastewater treatment capacity improvements serving such area. The balance of costs will be paid by the City. The Gulf Acres / Rosemary Heights Assessment Area is located within the utility service area established by City Ordinance No. 2698 and interlocal agreement between the City and Collier County. The hearing will be held at 11 a.m. on October 17, 2018 in the City Council Chambers, 735 8th Street South, Naples, Florida, for the purpose of receiving public comment on the proposed assessment area, special assessments and improvements. All affected property owners have a right to appear at the hearing and to file written objections with the City Council prior to or during the public hearing. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at City Hall, 735 8th Street South, Naples, Florida, at least forty-eight (48) hours prior to the date of the hearing.

The assessment for each parcel of property will be based upon the total number of equivalent residential connections attributed to each parcel on the date the assessment is imposed. A more specific description of the improvements, the method of computing the assessment for each parcel of property and payment alternatives (including prepayment in full, annual installments and deferral) are set forth in the Initial Assessment Resolution adopted by the City Council on September 5, 2018. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the office of the City Clerk. Each property to be assessed and the amount to be assessed to each parcel may be ascertained at the office of the City Clerk.

Property owners may choose to prepay the assessment in full and thereby avoid annual interest and financing charges. Assessments which are not prepaid will be collected in annual installments over a period of twenty (20) years on the ad valorem tax bill by the Collier County Tax Collector as authorized by Section 197.3632, Florida Statutes. Collection of the annual installments will commence no sooner than the tax bill mailed in November 2020. Property owners will also have the option to defer payment of the assessment for twenty (20) years or until sale or transfer of the property. Property currently served by an onsite performance-based wastewater treatment system may defer the assessment for up to ten (10) years.

If you have any questions about the wastewater improvements, the assessments, or the payment alternatives, please contact the City Finance Director at (239) 213-1800.

CITY COUNCIL OF NAPLES, FLORIDA

[To be published twice, one week apart, the first publication at least twenty days before the public hearing]

**APPENDIX B**  
**FORM OF MAILED NOTICE**

Resolution 2018-14194

Page 21

[CITY OF NAPLES LETTERHEAD]

\_\_\_\_\_, 2018

[Property Owner Name]

[Street Address]

[City, State and zip]

Re: Parcel Number [Insert Number]  
 Property Address [Insert]  
 Assessment for Sanitary Sewers

Dear Property Owner:

*In June 2018 the City Council of the City of Naples, Florida considered creation of the Gulf Acres / Rosemary Heights Assessment Area and the imposition of special assessment therein to fund wastewater improvements necessary to provide central utility service to the properties in the area, including the parcel referenced above. Since that time, the City has identified additional funding sources for the project, resulting in substantially lower assessment amounts than originally estimated. In light of such cost savings for affected property owners, the City has determined to reinstate the process for considering the imposition of special assessments in the Gulf Acres / Rosemary Heights Assessment Area.*

The City Council of the City of Naples, Florida (the "City") is considering the imposition of special assessments to pay for sanitary sewer collection system improvements and wastewater treatment capacity improvements in the Gulf Acres / Rosemary Heights Assessment Area consisting of properties along Hollygate Lane, Frank Whiteman Boulevard, Cooper Drive, Illinois Drive, Wisconsin Drive, US 41, 10<sup>th</sup> Street North, 12<sup>th</sup> Street North, 14<sup>th</sup> Street North, Ridge Street, Rosemary Lane, and Rosemary Court. The Gulf Acres / Rosemary Assessment Area is located within the utility service area established by City Ordinance No. 2698 and interlocal agreement between the City and Collier County. In the event such charges are not prepaid, the City Council will impose an annual non-ad valorem assessment on such properties to fund a portion of the costs of constructing such improvements. The balance of costs will be paid by the City. The total revenue to be collected by the City through non-ad valorem assessments for the entire assessment area is estimated to be \$\_\_\_\_\_, together with other costs associated with financing and collection of the assessments.

The assessment for each improved parcel of property will be based on the total number of "equivalent residential connection" units or ERCs as of the date the assessment is imposed. A more specific description of the improvements, the method of computing the assessment for each parcel of property and payment alternatives (including prepayment in full, annual installments and deferral) are set forth in the Initial Assessment Resolution adopted by the City Council on September 5, 2018. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for your review at the offices of the City Clerk at City Hall, 735 8th Street South, Naples, Florida, and on the City's website at [www.naplesgov.com](http://www.naplesgov.com). Information regarding the assessment for your specific property, including the number of ERCs, is attached to this letter.

**Resolution 2018-14194**

The City intends to issue bonds or other debt obligations to finance construction of the improvements over time. Property owners may choose to prepay the assessment in full and thereby avoid annual interest and financing charges associated with the bonds. Assessments which are not prepaid will be collected in annual installments over a period of twenty (20) years on the ad valorem tax bill by the Collier County Tax Collector as authorized by Section 197.3632, Florida Statutes. Collection of the annual installments will commence no sooner than the tax bill mailed in November 2020. Property owners will also have the option to defer payment of the assessment for twenty (20) years or until sale or transfer of the property. Property currently served by an onsite package plant may defer the assessment for up to ten (10) years. If the assessments are imposed, you will receive a separate notice of the date and place for optional prepayment.

The annual assessment will include your share of the principal, interest, and amounts related to collection of the assessments. The maximum annual assessment is estimated to be \$\_\_\_\_\_ per ERC for Sanitary Sewer Line Collection System Improvements and \$\_\_\_\_\_ per ERC for Wastewater Treatment Capacity Improvements. However, the actual annual assessment cannot be determined until the obligations are issued. The City intends to include annual assessments on your ad valorem tax bill with the first payment on the bill to be mailed no sooner than November 2020. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The City Council will hold a public hearing at 11 a.m. on October 17, 2018, at the City Council Chambers, 735 8th Street South, Naples, Florida, for the purpose of receiving comments on the proposed assessment area and the assessments, including collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the City Manager at any time prior to or during the public hearing.

The Gulf Acres / Rosemary Heights Assessment Area is located within the Utility Service Area established by City Ordinance No. 2698 pursuant to Chapter 180, Florida Statutes. You are hereby notified that connection of your property to the City's wastewater utility system is mandatory, that availability of the utility system to your property is estimated to occur in 2020 and that you will have one year from the date of availability to connect your property to the utility system.

If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at least forty-eight (48) hours prior to the date of the hearing.

If you have any questions about the wastewater improvements, the assessments, or the payment alternatives, please contact the City Finance Director at (239) 213-1800.

CITY COUNCIL OF NAPLES, FLORIDA

\*\*\*\*\*

Gulf Acres / Rosemary Heights Assessment Area

[Property Owner Name]  
Parcel Number [Insert Number]

**Resolution 2018-14194**

Property Address [Insert if Available]

Sanitary Sewer Collection System ERCs attributed to property: [Insert Number]

Waste Water Treatment ERCs attributed to property: [Insert Number]

Amount to make full payment before obligations are issued: (no post construction financing cost)

Sanitary Sewer Collection System Improvements: \$ \_\_\_\_\_

Wastewater Treatment Capacity Improvements: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Prepayment amount after bonds are issued (includes financing cost):\*

Sanitary Sewer Collection System Improvements: \$ \_\_\_\_\_

Wastewater Treatment Capacity Improvements: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Number of annual payments: 20

Maximum annual payment: \_\_\_\_\_

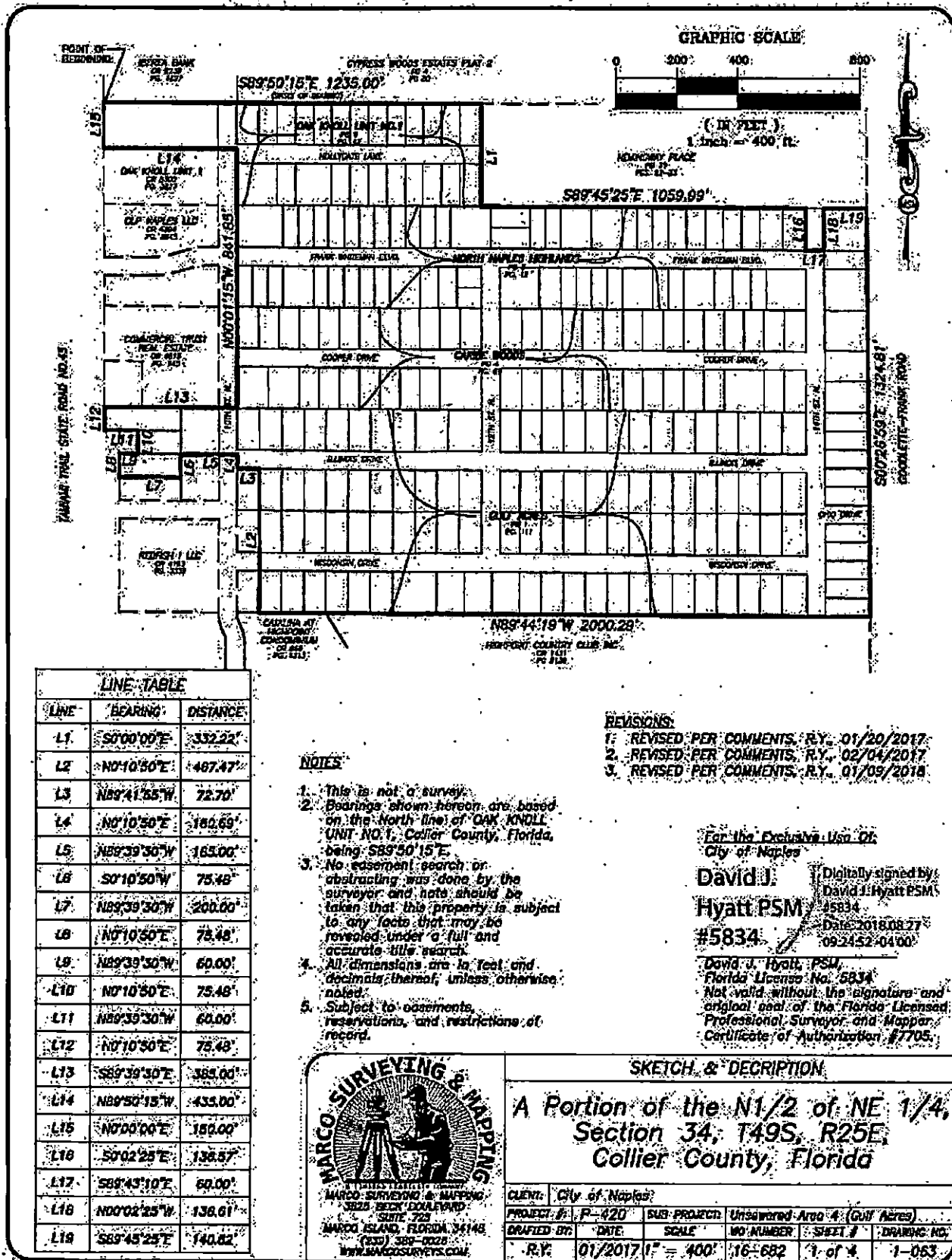
\* This amount will be reduced after each annual payment.

\*\*\*\*\* SEND NO MONEY NOW. THIS IS NOT AN INVOICE. \*\*\*\*\*

[To be mailed at least thirty days prior to the public hearing]

APPENDIX C

DESCRIPTION OF GULF ACRES / ROSEMARY HEIGHTS ASSESSMENT AREA



LINE	BEARING	DISTANCE
L1	S00°00'E	332.22'
L2	N0°10'30"E	467.47'
L3	N89°41'55"W	72.70'
L4	N0°10'30"E	180.69'
L5	N89°39'30"W	165.00'
L6	S0°10'50"W	75.48'
L7	N89°39'30"W	200.00'
L8	N0°10'30"E	75.48'
L9	N89°39'30"W	60.00'
L10	N0°10'30"E	75.48'
L11	N89°39'30"W	60.00'
L12	N0°10'30"E	75.48'
L13	S89°39'30"E	365.00'
L14	N89°50'15"W	435.00'
L15	N0°00'00"E	150.00'
L16	S0°02'25"E	136.57'
L17	S89°45'10"E	60.00'
L18	N00°02'25"W	136.61'
L19	S89°45'25"E	140.62'

NOTES:

- This is not a survey.
- Bearings shown hereon are based on the North line of OAK KNOLL UNIT NO. 1, Collier County, Florida, being S89°50'15"E.
- No easement search or abstracting was done by the surveyor and note should be taken that this property is subject to any facts that may be revealed under a full and accurate title search.
- All dimensions are in feet and decimals thereof, unless otherwise noted.
- Subject to easements, reservations, and restrictions of record.

REVISIONS:

- REVISED PER COMMENTS, R.Y. 01/20/2017
- REVISED PER COMMENTS, R.Y. 02/04/2017
- REVISED PER COMMENTS, R.Y. 01/09/2018

For the Exclusive Use of  
City of Naples

David J. Hyatt PSM  
#5834  
Date: 2018.08.27  
09:24:52 -04'00'

David J. Hyatt, PSM,  
Florida License No. 5834  
Not valid without the signature and original seal of the Florida Licensed Professional Surveyor and Mapper Certificate of Authorization #7705.



SKETCH & DESCRIPTION

A Portion of the N1/2 of NE 1/4,  
Section 34, T49S, R25E,  
Collier County, Florida

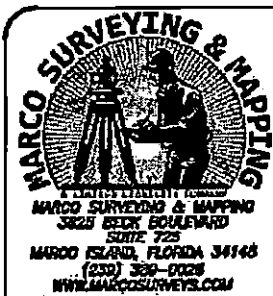
CLIENT:	City of Naples	SUB-PROJECT:	Unsewered Area 4 (Gulf Acres)
PROJECT #:	P-420	DATE:	01/2017
DRAWN BY:	DATE:	SCALE:	1" = 400'
NO. NUMBER:	16-682	SHEET #:	1 of 4
DRAWING NO.:	1-063		



**Description**

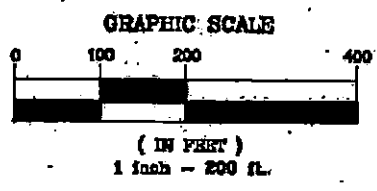
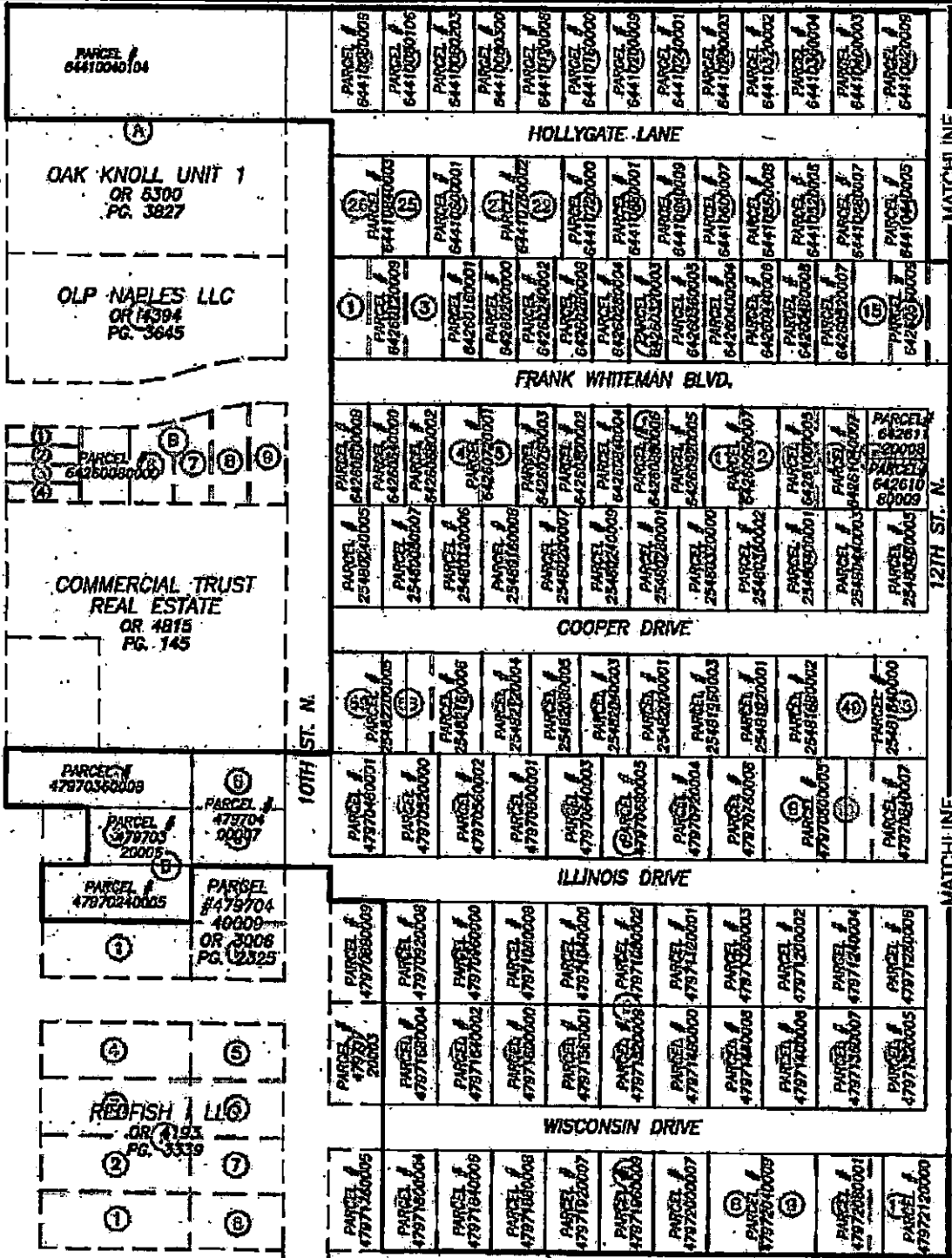
All of Block B and the North 150 feet of undivided Block A of Oak Knoll as shown on the plat thereof recorded in Plat Book 4 at Page 42, together with All of Blocks C, D, E, F & G of North Naples Highlands as shown on the plat thereof recorded in Plat Book 3 at Page 12, together with Lots 1 through 59 of Cariba Woods as shown on the plat thereof recorded in Plat Book 4 at Page 66, together with all of Blocks C, F, G, H and I, Lots 2 through 21 of Block D, Lots 2 through 11 of Block E and Lots 2, 4, 5, 6, and the East 140 feet of Lot 3, Block B of Gulf Acres as shown on the plat thereof recorded in Plat Book 1, Page 111 together with a portion of Lot 75 of Naples Improvement Company's Little Farms as shown on the plat thereof recorded in Plat Book 2 at Page 2, all being of the Public Records of Collier County, Florida to include all roadways that fall within the described boundary.

**BEGINNING** at the Northwest Corner of undivided Block A of Oak Knoll as shown on the plat thereof recorded in Plat Book 4 at Page 42 of the Public Records of Collier County, Florida; thence run South 89°50'15" East, along the northerly boundary of said Oak Knoll, for a distance of 1,235.00 feet to the Northeast corner of said Oak Knoll; thence South 00°00'00" East, along the easterly boundary of said Oak Knoll, for a distance of 332.22 feet to a point on the northerly boundary of North Naples Highlands as shown on the plat thereof recorded in Plat Book 3 at Page 12, of the Public Records of Collier County, Florida; thence run South 89°45'25" East, along the northerly boundary of said North Naples Highlands, for a distance of 1059.99 feet, to the Northeast corner of Lot 20, Block E of said North Naples Highlands; thence run South 00°02'25" East, along the easterly boundary of said Lot 20, for a distance of 138.57 feet, to the Southeast corner of said Lot 20 also being a point on the northerly right of way line of Frank Whiteman Boulevard; thence run South 89°43'10" East, along said northerly right of way line, for a distance of 60.00 feet, to the Southwest corner of Lot 1, Block G, of said North Naples Highlands; thence run North 00°02'25" West, for a distance of 136.61 feet to the Northwest corner of said Lot 1, Block G, thence run South 89°45'25" East, along the northerly boundary of said North Naples Highlands, for a distance of 140.82 feet, to the Northeast corner of said North Naples Highlands and also being a point on the westerly right of way line of Goodlette-Frank Road; thence run South 00°26'59" East, along the westerly right of way line of said Goodlette-Frank Road, for a distance of 1,324.81 feet to the Southeast corner of Gulf Acres as shown on the plat thereof recorded in Plat Book 1, Page 111, of the Public Records of Collier County, Florida; thence run North 89°44'19" West, along the southerly boundary of said Gulf Acres for a distance of 2,000.29 feet to the Southwest corner of Lot 2, Block E of said Gulf Acres; thence run North 00°10'50" East, along the westerly boundaries of Lots 2, Block E, 21 Block D and Lot 2, Block D, for a distance of 467.47 feet; thence run North 89°40'45" West, along the northerly boundary of said Lot 1, Block D for a distance of 72.70 feet to the Northwest corner of said Lot 1, Block D; thence run North 00°10'50" East, along the northerly projection of the westerly boundary of said Lot 1, Block D for a distance of 44.80 feet to its intersection with the easterly projection of the southerly boundary of Lot 6, Block B of said Gulf Acres; thence run North 89°39'30" West, along the southerly boundary of said Lot 6, Block B and its easterly projection, for a distance of 185.00 feet to the Northeast corner of Lot 2, Block B of said Gulf Acres; thence run South 00°10'50" West, along the easterly boundary of said Lot 2 Block B for a distance of 75.48 feet, to the Southeast corner of said Lot 2, Block B; thence run North 89°39'30" West, along the southerly boundary of said Lot 2, Block B for a distance of 200.00 feet to the Southwest corner of said Lot 2, Block B; thence run North 00°10'50" East, along the westerly boundary of said Lot 2, Block B, for a distance of 75.48 feet, to the Northwest corner of said Lot 2, Block B; thence run South 89°39'30" West, along the northerly boundary of said Lot 2, Block B, for a distance of 60.00 feet to the Southwest corner of the East 140 feet of Lot 3, Block B of said Gulf Acres; thence run North 00°10'50" East, along the westerly boundary of the East 140 feet of said Lot 3, Block B, for a distance of 75.48 feet to the Northwest corner of the East 140 feet of said Lot 3, Block B; thence run North 89°39'30" West, along the southerly boundary of Lot 4, Block B of said Gulf Acres and its westerly projection for a distance of 110.00 feet to the Southwest corner of those lands described in Official Records Book 3604 at Page 2971 of the Public Records of Collier County, Florida; Thence run North 00°10'50" East, along the westerly line of said described lands, for a distance of 75.48 feet to the Northwest corner of said described lands; thence run South 89°39'30" East, along the northerly boundary of said described lands and the northerly boundary of Block B of said Gulf Acres and its easterly projection, for a distance of 435.00 feet to the Northwest corner of Lot 1, Block C of said Gulf Acres also being a point of the easterly right of way line of 10th Street North (First Avenue per plat); thence run North 00°01'15" West, along said easterly right of way line for a distance of 841.85 feet to its intersection with the easterly projection of the southerly boundary of the North 150.00 feet of undivided Block A of said Oak Knoll; thence run North 89°50'15" West, along the southerly boundary of the North 150.00 feet of undivided Block A of said Oak Knoll, for a distance of 435.00 feet to its intersection with the westerly boundary of said undivided Block A; thence run North 00°00'00" East, along the westerly boundary of said undivided Block A, for a distance of 150.00 feet to the POINT OF BEGINNING, Containing 3,097,393 square feet or 71.11 Acres more or less.



SKETCH & DESCRIPTION					
A Portion of the N1/2 of NE 1/4, Section 34, T49S, R25E, Collier County, Florida					
CLIENT:	City of Naples				
PROJECT #:	P-420	SUB PROJECT:	Unsewered Area 4 (Gulf Acres)		
DRAWN BY:	DATE	SCALE	NO NUMBER	STREET #	DRAWING NO.
R.Y.	01/2017	N/A	16-682	2 of 4	1-083

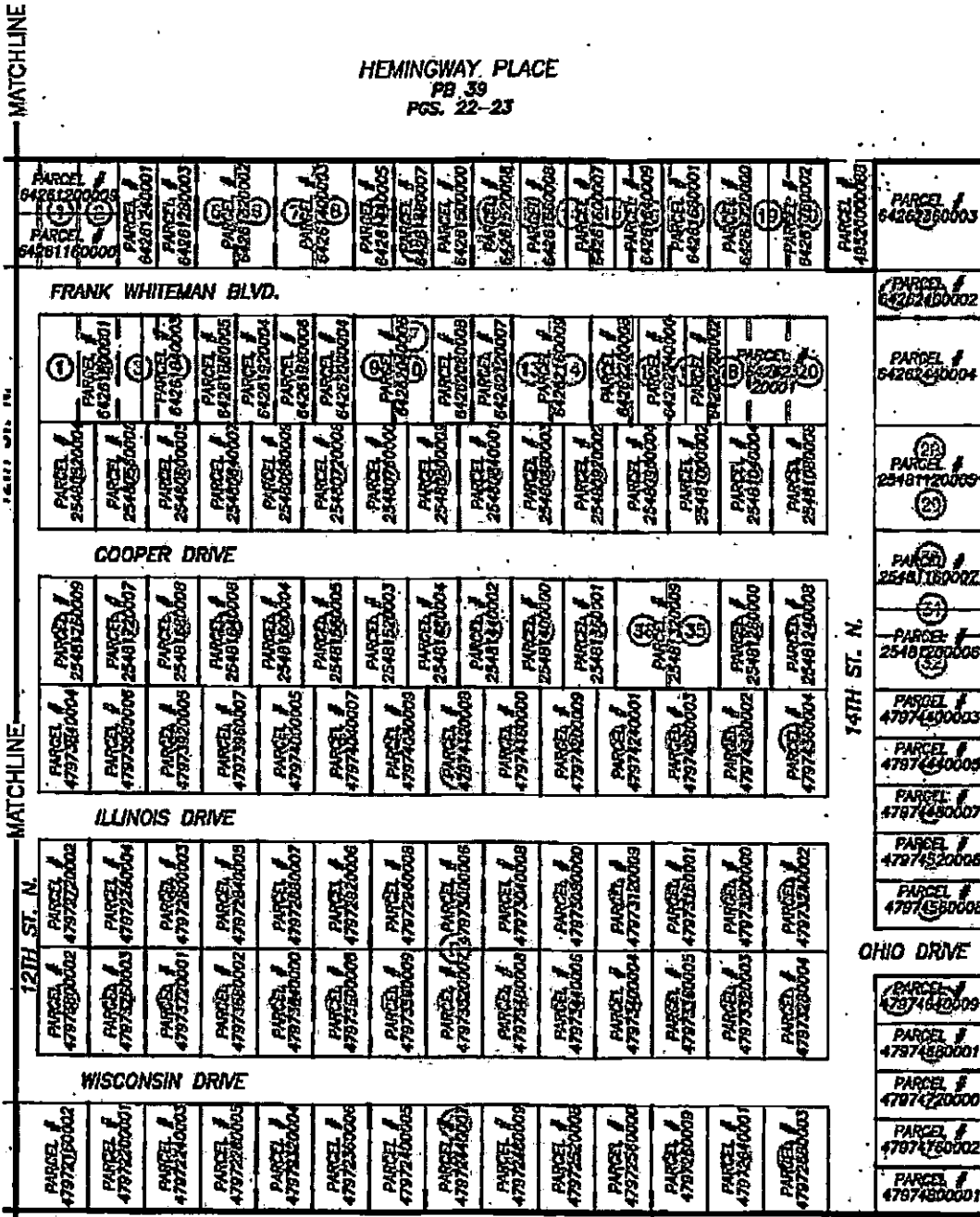
TAMIAMI TRAIL STATE ROAD NO. 45



**MARCO SURVEYING & MAPPING**

11115 W. BIRCH ST. SUITE 100  
 MARCO SURVEYING & MAPPING  
 3825 BEEK BOULEVARD  
 SUITE 725  
 MARCO ISLAND, FLORIDA 34145  
 (239) 383-0020  
 WWW.MARCOSURVEYS.COM

SKETCH & DESCRIPTION					
A Portion of the N1/2 of NE 1/4, Section 34, T49S, R25E, Collier County, Florida					
CLIENT:	City of Naples				
PROJECT #:	P-420	SUB PROJECT:	Unsurveyed Area 4 (Golf Acres)		
DRAWN BY:	DATE	SCALE	RD NUMBER	SHEET #	DRAWING NO.
R.Y.	01/2017	1" = 200'	18-682	3 of 4	1-063



HEMINGWAY PLACE  
PB 39  
PGS. 22-23

FRANK WHITEMAN BLVD.

COOPER DRIVE

ILLINOIS DRIVE

WISCONSIN DRIVE

12TH ST. N.

14TH ST. N.

GOODLETTE FRANK ROAD NORTH

HIGHPOINT COUNTRY CLUB INC  
OR 1431, PG 2139



( IN FEET )  
1 inch = 200 ft.



MARCO SURVEYING & MAPPING  
3825 BECK BOULEVARD  
SUITE 725  
MARCO ISLAND, FLORIDA 34145  
(239) 389-0025  
WWW.MARCOSURVEYING.COM

SKETCH & DESCRIPTION

A Portion of the N1/2 of NE 1/4,  
Section 34, T49S, R25E,  
Collier County, Florida

CLIENT:	City of Naples				
PROJECT #:	P-420	SUB PROJECT:	Unsurveyed Area 4 (Gulf Acres)		
DRAFTED BY:	DATE	SCALE	NO NUMBER	SHEET #	DRAWING NO.
R.Y.	01/2017	1" = 200'	16-682	4 of 4	1-083

APPENDIX D

FORM OF DEFERRED PAYMENT AGREEMENT FOR TWENTY YEAR DEFERRALS

\_\_\_\_\_ [Space above This Line for Recording Data] \_\_\_\_\_

DEFERRED PAYMENT AGREEMENT (FOR TWENTY YEAR DEFERRAL)

THIS DEFERRED PAYMENT AGREEMENT (FOR TWENTY YEAR DEFERRAL) (hereinafter referred to as "Agreement") is entered into between \_\_\_\_\_ (the "Owner") and the City of Naples, Florida, a municipal corporation (the "City"), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, City Resolution No. 2018-\_\_\_\_\_ adopted on October 17, 2018 created the Gulf Acres/Rosemary Heights Assessment Area and levied a non-ad valorem assessment, sometimes referred to as a special assessment (the "Assessment"), upon parcels therein in order to finance construction of sanitary sewer collection system improvements and wastewater treatment capacity improvements; and

WHEREAS, such Resolution authorized an extraordinary alternative payment opportunity for owner(s) of property subject to the Assessment, including the Owner, pursuant to which payment of the Assessment may be deferred for a period of twenty years or until sale or transfer of the affected property, by entering into this Deferred Payment Agreement with the City, which shall be executed with the same formality as a deed and recorded in the Official Records of Collier County, Florida; and

WHEREAS, the Assessment shall be deemed prepaid for the purposes of administering the non-ad valorem assessment roll for the assessment area in which the affected property is located, and the lien and obligation to pay the amount described in Article III hereof shall be transferred to an alternative and consensual special assessment equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments, and when due shall be superior to all other liens, title and claims, including any mortgage, until paid.

NOW, THEREFORE, in consideration of the mutual promises, covenants representations and agreements contained herein, together with Ten Dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. Terms not otherwise defined herein shall have the meanings set forth in City Resolution No. 2018-\_\_\_\_\_ and the City of Naples, Florida, City Code of Ordinances, as amended (the "City Code"), together with all resolutions, regulations and policies under which the City, now and in the future, funds, performs, plans, reviews, inspects, tests, extends, finances and provides wastewater utility services and facilities.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include firms and corporations.

(B) The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement does not and shall not be construed to relieve the Owner or any other person or entity from any obligation to address any permit, condition, term, approval, requirement, or restriction and shall not relieve the Owner or any other person or entity of the obligation to comply with any law, ordinance, rule, or regulation governing said permitting requirements, conditions, terms, approvals, requirements, or restrictions.

(E) This Agreement is not and shall not be construed as a Development Agreement pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 and 163.3243, Florida Statutes, or its successor in function.

(F) This Agreement constitutes and acknowledges all notice to connect to the Utility System, including any notice otherwise required by Section 381.00655, Florida Statutes, its successor in function or the City Code.

(G) This Agreement shall be construed as consistent with the City Code.

(H) This Agreement shall not be construed as a restriction on the City's power to legislate under its police power or the contracting or bartering away of its police power.

(I) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the sole product of any of the parties hereto.

**SECTION 1.03. INCORPORATION.** The findings, recitals and acknowledgements contained herein are true, correct, and are incorporated in this Agreement.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the text of the several articles, sections or appendices in this Agreement and any table of contents or margin notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

**ARTICLE II  
REPRESENTATIONS**

**SECTION 2.01. OWNER REPRESENTATIONS.**

(A) The Owner has all requisite power and authority to enter into and desires to perform under the terms of this Agreement.

(B) The Owner is the sole owner of record of the following described real property:

**[insert legal description]**

Tax Parcel Identification No. \_\_\_\_\_ (the "Subject Property").

(C) Any and all necessary action on the part of the Owner relating to the authorization of, and the Owner's execution and delivery of, this Agreement and the performance of the Owner's obligations under this Agreement, assuming due authorization, execution and delivery by the City, has been duly taken.

**SECTION 2.02. CONSIDERATION FOR DEFERRED PAYMENT ALTERNATIVE.**

(A) The Owner, by execution hereof:

1. irrevocably binds all record owners of the Subject Property and their successors in interest; and

2. covenants and establishes that this Agreement shall be construed in all respects as a consensual special assessment which shall be collected separate and apart from any other special assessments imposed as a result of any assessment proceedings, and which shall constitute a lien against the Subject Property equal in rank and dignity to the liens of all state, county, district or municipal taxes and other non-ad valorem assessments and, except as otherwise provided by law, such lien shall be at all times superior in dignity to all liens, titles and claims, until paid; and

3. acknowledges with specificity and certainty that the capital improvements contemplated herein confer direct special benefits to the Subject Property in excess of any amount due to the City hereunder, and that the City's use of equivalent residential connections ("ERC") for calculating the special assessment due and payable hereunder represents a fair and reasonable apportionment, in all respects, of the costs and all charges attributed to the Subject Property in association with any consensual special assessment for sanitary sewer collection improvements or wastewater treatment capacity improvements provided for herein; and

4. acknowledges that upon entering into this Agreement, the City shall advance and fund, on behalf of the Owner, the Assessment attributable to the property of the Owner arising by virtue hereof; and

5. agrees to pay the City's attorneys' fees in the event of any dispute involving this Agreement and all costs of foreclosure, enforcement, or any execution of or under this Agreement; and

6. agrees to venue in State court in Collier County and waives trial by jury should any dispute arise.

(B) The Owner hereby acknowledges that this Agreement provides an alternative and extraordinary payment opportunity and is fundamental consideration given by the City in exchange for resolving all questions about the validity, appropriateness, and enforceability of the assessments, charges and costs associated with any sanitary sewer collection improvements and wastewater treatment capacity improvements addressed herein and agrees that upon execution of this Agreement, any question or controversy regarding such matters shall forever be conclusively resolved.

(C) This Agreement shall not be interpreted to allow the Owner to avoid paying for a fair-share of any new growth or additional demand resulting from additions, reconstruction, or other improvements to the Subject Property which cause substantial additional demands upon the Utility System which were not considered or used in determining any special assessment or the amount due hereunder.

**ARTICLE III  
DEFERRED PAYMENT**

**SECTION 3.01. AGREEMENT AND ACKNOWLEDGEMENT.** By execution of this Agreement, Owner hereby agrees to and acknowledges the following:

(A) Owner elects to subject the Subject Property to an alternative consensual special assessment in the principal amount of \$\_\_\_\_\_ plus interest at a rate of [\_\_\_\_\_] % compounded annually. The principal amount is the sum of \$\_\_\_\_\_ for sanitary sewer collection

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improvements ( \_\_\_ ERCs at \$ \_\_\_\_\_ per ERC) and \$ \_\_\_\_\_ for wastewater treatment capacity improvements ( \_\_\_ ERCs at \$ \_\_\_\_\_ per ERC).

(B) The principal amount, together with all accrued interest shall be due in a single payment no later than the twentieth (20<sup>th</sup>) anniversary of this Agreement.

(C) This Agreement shall be executed with the same formality as a deed and recorded in the Official Records of Collier County, Florida.

(D) The separate lien created by this Agreement on the Subject Property is an alternative and consensual special assessment equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments, and when due shall be superior to all other liens, title and claims, including any mortgage, until paid.

(E) This Agreement advances the public purpose of extending public infrastructure which directly benefits the Subject Property, and shall not be subject to any subordination to any other lien or mortgage, and is binding upon the Owner and Owner's successors and assigns.

(F) Transfer of sale of the Subject Property for other than nominal consideration shall accelerate the full amount due hereunder as of the date of transfer, and after such transfer the outstanding balance including accrued interest, shall thereafter accrue interest at the highest legal rate. Nominal consideration shall mean a transfer only requiring minimum documentary stamp taxes.

**ARTICLE IV  
GENERAL PROVISIONS**

**SECTION 4.01. POST EXECUTION RELATIONSHIP.**

(A) From time to time after execution of this Agreement, the Owner shall, upon request of the City, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts or other documentation for confirming or correcting any scrivener's error or otherwise reasonably fulfilling the obligations and intent of the parties under this Agreement.

(B) Upon payment in full to the City of the special assessment described herein, including accrued interest, the City agrees to record a notice that the special assessment arising hereunder has been paid in full.

**SECTION 4.02. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated. Any time period provided for herein which ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day.

**SECTION 4.03. APPLICABLE LAW; JURISDICTION AND VENUE; INDEMNITY PROVISION.**

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of the State of Florida and further agree that venue shall lie in Collier County, Florida.

(C) Owner shall hold harmless the City with respect to any loss or damage experienced by the Owner, including attorneys' fees, as a result of its good faith performance or interpleader hereunder.

**Resolution 2018-14194**

**SECTION 4.04. NOTICE.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage pre-paid to the following addresses:

To City: City of Naples, Florida  
Attn: City Manager  
735 Eighth Street South  
Naples, Florida 34102

To the Owner: At the address of the Owner relative to the Subject Property listed in the records of the Collier County Property Appraiser.

**SECTION 4.05. AMENDMENTS AND WAIVERS.** This Agreement can only be amended by a written amendment executed by the Owner and the City. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 4.06. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 4.07. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether written or oral, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow**



**Resolution 2018-14194**

**IN WITNESS WHEREOF**, the Owner and the City have caused this Agreement to be duly executed on the date first above written.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

Signed, sealed and delivered  
In our presence:

**OWNER**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
(Witness #1 printed name)

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
(Witness #2 printed name)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20[\_\_\_\_], by \_\_\_\_\_, He/she is personally known to me or has produced a driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Owner and the City have caused this Agreement to be duly executed on the date first above written.

[SEAL]

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Finance Director

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20[\_\_\_\_], by \_\_\_\_\_, Finance Director of the City of Naples. He/she is personally known to me or has produced a driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
Commission # \_\_\_\_\_

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

## APPENDIX E

**FORM OF DEFERRED PAYMENT AGREEMENT  
FOR ON-SITE PERFORMANCE-BASED WASTEWATER TREATMENT SYSTEM**

\_\_\_\_\_ [Space above This Line for Recording Data] \_\_\_\_\_

**DEFERRED PAYMENT AGREEMENT  
(FOR ON-SITE PERFORMANCE SYSTEMS)**

**THIS DEFERRED PAYMENT AGREEMENT (FOR TEN YEAR DEFERRAL)** (hereinafter referred to as "Agreement") is entered into between \_\_\_\_\_ (the "Owner") and the City of Naples, Florida, a municipal corporation (the "City"); this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WHEREAS**, City Resolution No. 2018-\_\_\_\_\_ adopted on October 17, 2018 created the Gulf Acres/Rosemary Heights Assessment Area and levied a non-ad valorem assessment, sometimes referred to as a special assessment (the "Assessment"), upon parcels therein in order to finance construction of sanitary sewer collection system improvements and wastewater treatment capacity improvements; and

**WHEREAS**, such Resolution authorized an extraordinary alternative payment opportunity for owner(s) of property subject to the Assessment, including the Owner, which contains and is served by an On-Site Performance Based Wastewater Treatment System (as such term is defined in City Resolution No. 2018-\_\_\_\_\_), pursuant to which payment of the Assessment may be deferred for a period of ten years payment by entering into this Deferred Payment Agreement with the City, which shall be executed with the same formality as a deed and recorded in the Official Records of Collier County, Florida; and

**WHEREAS**, the Assessment shall be deemed prepaid for the purposes of administering the non-ad valorem assessment roll for the assessment area in which the affected property is located, and the lien and obligation to pay the amount described in Article III hereof shall be transferred to an alternative and consensual special assessment equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments, and when due shall be superior to all other liens, title and claims, including any mortgage, until paid.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants representations and agreements contained herein, together with Ten Dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, their successors and assigns as follows:

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** Terms not otherwise defined herein shall have the meanings set forth in City Resolution No. 2018-\_\_\_\_\_ and the City of Naples, Florida, City Code of Ordinances, as amended (the "City Code"), together with all resolutions, regulations and policies under which the City, now and in the future, funds, performs, plans, reviews, inspects, tests, extends, finances and provides wastewater utility services and facilities.

**SECTION 1.02. CONSTRUCTION AND INTERPRETATION.**

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include firms and corporations.

(B) The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement does not and shall not be construed to relieve the Owner or any other person or entity from any obligation to address any permit, condition, term, approval, requirement, or restriction and shall not relieve the Owner or any other person or entity of the obligation to comply with any law, ordinance, rule, or regulation governing said permitting requirements, conditions, terms, approvals, requirements, or restrictions.

(E) This Agreement is not and shall not be construed as a Development Agreement pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 and 163.3243, Florida Statutes, or its successor in function.

(F) This Agreement constitutes and acknowledges all notice to connect to the Utility System, including any notice otherwise required by Section 381.00655, Florida Statutes, its successor in function or the City Code.

(G) This Agreement shall be construed as consistent with the City Code.

(H) This Agreement shall not be construed as a restriction on the City's power to legislate under its police power or the contracting or bartering away of its police power.

(I) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the sole product of any of the parties hereto.

**SECTION 1.03. INCORPORATION.** The findings, recitals and acknowledgements contained herein are true, correct, and are incorporated in this Agreement.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the text of the several articles, sections or appendices in this Agreement and any table of contents or margin notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

**ARTICLE II  
REPRESENTATIONS**

**SECTION 2.01. OWNER REPRESENTATIONS.**

(A) The Owner has all requisite power and authority to enter into and desires to perform under the terms of this Agreement.

(B) The Owner is the sole owner of record of the following described real property:

**[insert legal description]**

Tax Parcel Identification No. \_\_\_\_\_ (the "Subject Property").

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(C) An On-Site Performance Based Wastewater Treatment System, as such term is defined in City Resolution No. 2018-\_\_\_\_\_, is located upon and currently providing service to the Subject Property.

(D) Any and all necessary action on the part of the Owner relating to the authorization of, and the Owner's execution and delivery of, this Agreement and the performance of the Owner's obligations under this Agreement, assuming due authorization, execution and delivery by the City, has been duly taken.

**SECTION 2.02. CONSIDERATION FOR DEFERRED PAYMENT ALTERNATIVE.**

(A) The Owner, by execution hereof:

1. irrevocably binds all record owners of the Subject Property and their successors in interest; and

2. covenants and establishes that this Agreement shall be construed in all respects as a consensual special assessment which shall be collected separate and apart from any other special assessments imposed as a result of any assessment proceedings, and which shall constitute a lien against the Subject Property equal in rank and dignity to the liens of all state, county, district or municipal taxes and other non-ad valorem assessments and, except as otherwise provided by law, such lien shall be at all times superior in dignity to all liens, titles and claims, until paid; and

3. acknowledges with specificity and certainty that the capital improvements contemplated herein confer direct special benefits to the Subject Property in excess of any amount due to the City hereunder, and that the City's use of equivalent residential connections ("ERC") for calculating the special assessment due and payable hereunder represents a fair and reasonable apportionment, in all respects, of the costs and all charges attributed to the Subject Property in association with any consensual special assessment for sanitary sewer collection system improvements or wastewater treatment capacity improvements provided for herein; and

4. acknowledges that upon entering into this Agreement, the City shall advance and fund, on behalf of the Owner, the Assessment attributable to the property of the Owner arising by virtue hereof; and

5. agrees to pay the City's attorneys' fees in the event of any dispute involving this Agreement and all costs of foreclosure, enforcement, or any execution of or under this Agreement; and

6. agrees to venue in State court in Collier County and waives trial by jury should any dispute arise.

(B) The Owner hereby acknowledges that this Agreement provides an alternative and extraordinary payment opportunity and is fundamental consideration given by the City in exchange for resolving all questions about the validity, appropriateness, and enforceability of the assessments, charges and costs associated with any sanitary sewer collection system improvements and wastewater treatment capacity improvements addressed herein and agrees that upon execution of this Agreement, any question or controversy regarding such matters shall forever be conclusively resolved.

(C) This Agreement shall not be interpreted to allow the Owner to avoid paying for a fair-share of any new growth or additional demand resulting from additions, reconstruction, or other improvements to the Subject Property which cause substantial additional demands upon the Utility System which were not considered or used in determining any special assessment or the amount due hereunder.

**ARTICLE III  
DEFERRED PAYMENT**

**SECTION 3.01. AGREEMENT AND ACKNOWLEDGEMENT.** By execution of this Agreement, Owner hereby agrees to and acknowledges the following:

(A) Owner elects to subject the Subject Property to an alternative consensual special assessment in the principal amount of \$\_\_\_\_\_. The principal amount is the sum of \$\_\_\_\_\_ for sanitary sewer collection system improvements ( \_\_\_ ERCs at \$\_\_\_\_\_ per ERC) and \$\_\_\_\_\_ for wastewater treatment capacity improvements ( \_\_\_ ERCs at \$\_\_\_\_\_ per ERC).

(B) Such principal amount shall be deferred and interest thereon shall not accrue for a period of no longer than ten (10) years from the effective date hereof, after which time Owner irrevocably agrees to and shall connect the Subject Property to the Utility System.

(C) Upon the tenth (10<sup>th</sup>) anniversary of execution of this Agreement, the City will be authorized to collect the balance due hereunder, together with interest which will then begin to accrue at a maximum rate of [ \_\_\_ %] compounded annually and any associated collection costs, in twenty (20) equal annual payments using any collection method available to the City by law, including the uniform collection method authorized by Chapter 197, Florida Statutes, or its successor in function. Provided, however, that upon either the tenth (10<sup>th</sup>) anniversary of this Agreement or connection of the Subject Property to the Utility System, the Owner of the Subject Property shall have the option to prepay the special assessment in full and avoid annual interest and collection costs.

(D) The Subject Property is immediately benefited in an amount not less than the total amount to be paid under this Agreement.

(E) Transfer of ownership of the Subject Property shall be subject to the terms and conditions of this Agreement, and transfer of ownership of the Subject Property after either the date of connection of the property to the Utility System or ten (10) years from the date of execution hereof shall be deemed to accelerate the full amount due as of the date of transfer; and, that after such transfer the outstanding balance, including accrued interest, shall thereafter accrue interest at the highest legal rate.

(F) No acceleration shall occur for so long as the On-Site Performance Based Wastewater Treatment System is in active use during the ten (10) year term of this Agreement. "Active use" assumes annual renewal of all applicable permits issued by the Collier County Health Department, or its successor in function, and compliance with any other maintenance or monitoring required by law.

(G) In the event that any transfer of ownership occurs which would otherwise accelerate the full amount due as of the date of transfer, the outstanding balance, including accrued interest, under this Agreement shall thereafter accrue at the highest legal rate.

(H) This Agreement shall be executed with the same formality as a deed and recorded in the Official Records of Collier County, Florida.

(I) The separate lien created by this Agreement on the Subject Property is an alternative and consensual special assessment equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments, and when due shall be superior to all other liens, title and claims, including any mortgage, until paid.

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(J) This Agreement advances the public purpose of extending public infrastructure which directly benefits the Subject Property, and shall not be subject to any subordination to any other lien or mortgage, and is binding upon the Owner and the Owner's successors and assigns.

**ARTICLE IV  
GENERAL PROVISIONS**

**SECTION 4.01. POST EXECUTION RELATIONSHIP.**

(A) From time to time after execution of this Agreement, the Owner shall, upon request of the City, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts or other documentation for confirming or correcting any scrivener's error or otherwise reasonably fulfilling the obligations and intent of the parties under this Agreement.

(B) Upon payment in full to the City of the special assessment described herein, including accrued interest, the City agrees to record a notice that the special assessment arising hereunder has been paid in full.

**SECTION 4.02. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated. Any time period provided for herein which ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day.

**SECTION 4.03. APPLICABLE LAW; JURISDICTION AND VENUE; INDEMNITY PROVISION.**

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of the State of Florida and further agree that venue shall lie in Collier County, Florida.

(C) Owner shall hold harmless the City with respect to any loss or damage experienced by the Owner, including attorneys' fees, as a result of its good faith performance or interpleader hereunder.

**SECTION 4.04. NOTICE.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage pre-paid to the following addresses:

To City:           City of Naples, Florida  
                          Attn: City Manager  
                          735 Eighth Street South  
                          Naples, Florida 34102

To the Owner: At the address of the Owner relative to the Subject Property listed in the records of the Collier County Property Appraiser.

**SECTION 4.05. AMENDMENTS AND WAIVERS.** This Agreement can only be amended by a written amendment executed by the Owner and the City. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 4.06. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 4.07. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether written or oral, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

**IN WITNESS WHEREOF**, the Owner and the City have caused this Agreement to be duly executed on the date first above written.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

Signed, sealed and delivered  
In our presence:

**OWNER**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
(Witness #1 printed name)

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
(Witness #2 printed name)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20[\_\_\_], by \_\_\_\_\_, He/she is personally known to me or has produced a driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Owner and the City have caused this Agreement to be duly executed on the date first above written.

**CITY OF NAPLES, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Finance Director



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ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20[\_\_\_\_], by \_\_\_\_\_, Finance Director of the City of Naples. He/she is personally known to me or has produced a driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
Commission # \_\_\_\_\_