



INSTALLMENT PAYMENT PLAN CHECKLIST

Name of Owner(s): _____

Property Address: _____

APN: _____

Date: _____

	Action	Comments/Status
1.	Owner contacts District to request connection to District’s sewer system and approval of an installment payment plan.	
2.	Staff confirms that (i) existing buildings are connected to septic system, (ii) property has been annexed to District, and (iii) sewer main is available (or that Owner is proposing to construct extension).	
3.	Owner meets with District staff to (i) discuss project specifics, (ii) identify the costs that will be covered under the installment payment plan, and (iii) determine payment terms, including interest rate.	
4.	The following eligible costs, if applicable, will be covered by the installment payment plan. (Check boxes as appropriate.): <input type="checkbox"/> Constructing a side sewer, including building and lateral sewer*. <input type="checkbox"/> Plumbing to connect existing building(s) to District’s sewer system*. <input type="checkbox"/> Converting existing onsite system and connecting building(s) to District’s sewer system, including pipes, pumps, and other equipment, and septic system	

	<p>abandonment (including staff time, saddle costs, and other materials, if applicable)*.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Basic capacity fees. <input type="checkbox"/> Horizon Drive capacity fees. <input type="checkbox"/> Highway 246 undercrossing capacity fees. <input type="checkbox"/> Miscellaneous charges (e.g., permit and inspection charges, new construction lateral fees, and plan check fees). <input type="checkbox"/> Project 1 or Project 2 fees. <input type="checkbox"/> \$500 flat fee to cover the time of District staff and legal counsel for document preparation and processing. <input type="checkbox"/> Noticing, publication, and recording costs. <input type="checkbox"/> Annexation administration charge. <input type="checkbox"/> Annexation fee. <input type="checkbox"/> Additional capacity charges, if applicable, to cover Owner's share of main line extensions constructed by the District or by other property owners*. <p>* These costs cannot be included if Owner retains and pays the contractor to perform the work.</p>	
5.	<p>The following payment terms will apply to the installment payment plan. (Fill blanks as appropriate.):</p> <ul style="list-style-type: none"> • Repayment period: ____ years (Policy provides for 20 years.) • Interest rate ____ %. (Policy provides for 1% above prime rate.) • All costs and interest will be fully amortized over the repayment term, with equal installments of principal and interest being due 2 times per year at the time the property tax bills are due. • Payment in full is due upon sale of the property. 	

	<ul style="list-style-type: none"> • The installment payments will be included on the tax bills and will constitute a lien. • Any installment payment not paid when due will be subject to penalties. • Depending on the timing, Owner may be required to pay the first 2 payments up front to account for the delay in adding the payments to the tax roll. 	
6.	Owner signs Installment Payment Plan Agreement waiving right to protest and agreeing to reimburse District for costs if Owner withdraws request or fails to connect within 1 year.	
7.	Staff places Installment Payment Plan Agreement on Board agenda.	
8.	District Board (i) approves Installment Payment Plan Agreement, (ii) authorizes and directs Board President and Secretary to sign Agreement, and (iii) directs staff to publish and mail notice and bring back a resolution formally approving an installment payment plan for the property.	
9.	The Board President and Secretary sign the Installment Payment Plan Agreement and a signed copy is provided to Owner.	
10.	<p>Staff prepares a notice of public hearing for the approval of the installment payment plan with the following information:</p> <ul style="list-style-type: none"> • The principal amount of the costs, the total interest that will accrue, and the amount of the installment payments. • A description of the property. • The times at which the installment payments will become due, including a due on sale provision. • The number of installment payments. • The rate of interest. • That the charges and interest will constitute a lien against the property. 	

11.	Staff publishes the notice once a week for three successive weeks, with at least five days intervening between the publication dates.	
12.	Staff mails the notice to Owner at least 10 days prior to the hearing.	
13.	Staff places the hearing and the adoption of the approval resolution on Board agenda.	
14.	Board holds a hearing to consider all protests and objections to (i) the installment payments payable under the installment plan, (ii) the collection of the installment payments on the tax roll, and (iii) the imposition of a lien to secure payment of the installment payments.	
15.	After the hearing, the Board may (i) adopt, revise, change, reduce or modify the eligible costs and/or interest rate, (ii) overrule any or all objections, (iii) make its final determination, and (iv) adopt the approval resolution by not less than a 2/3 vote.	
16.	Immediately after the adoption of the approval resolution, the District records certificate a lien to secure the payment of the eligible costs and interest thereon in case the property is sold before the County assessment lien attaches.	
17.	By August 10 of each year following the adoption of the approval resolution and continuing for the repayment term, the Board certifies to the County auditor the amount of the installment payments to be entered against the property on the assessment roll.	
18.	The County auditor enters the amount of the installment payments on the current assessment roll and (unless the property has been transferred before the lien attaches) the installment payments constitute a lien against the property as of noon on the first Monday in March immediately preceding the date of entry.	
19.	The County tax collector includes the amount of the installments	

	payments on the tax bills for the property.	
20.	Where District has retained and paid the contractor to perform work on Owner's property, District assigns warranties to Owner.	