

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: **Road Impact Fee Agreement with Scott Mann for Scott Mann Business Plaza
(Staff recommends approval).**

REQUESTED ACTION: Approve Agreement.

Work Session (Report Only) **DATE OF MEETING:** 11/9/2010
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: Planning

BUDGET IMPACT: NA
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

In 2008, Scott Mann developed a 7,320 square foot commercial building and 9,560 square foot commercial warehouse building at 617 S. US 301 in Sumterville. At the time of the construction, Mr. Mann paid \$55,998.00 in road impact fees for the commercial building and \$11,472.00 in road impact fees for the commercial warehouse building.

The commercial building includes nine (9) commercial units, but only four (4) of the commercial units are built-out and in use. The remaining commercial units are vacant. The value of the road impact fees paid for the vacant units is \$31,087.30.

Mr. Mann desires to also allow commercial businesses to operate within the commercial warehouse space. However, the conversion of the commercial warehouse space to commercial/retail operation requires the payment of additional road impact fees to cover the difference between the warehouse road impact fee rate and the retail road impact fee rate.

Mr. Mann is requesting the ability to apply the portion of the road impact fees already paid on the commercial building for those units that are still vacant (\$31,087.30) to the incremental increase of the road impact fee due for the conversion of the warehouse units to commercial/retail operation.

Once the \$31,087.30 "credit" is exhausted through the conversion of the warehouse space to commercial/retail or the build-out of the vacant commercial units, Mr. Mann is required to pay the road impact fees for any future conversions or build-outs of the vacant commercial units.

The County's road impact fee ordinance allows for the use of alternative collection methods with approval of the Board. The proposed agreement will run with the land and be binding on future owners of the property.

SCOTT MANN BUSINESS PLAZA
ROAD IMPACT FEE AGREEMENT

THIS IMPACT FEE AGREEMENT (“Agreement”) is made and entered into this 9th day of November, 2010 (“Effective Date”), by and between **SCOTT MANN**, whose address is PO Box 136, Sumterville, FL 33585 (hereinafter called “Developer”), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, FL 34785 (hereinafter called the “County”).

RECITALS

WHEREAS, on or about May 30, 2008, the Developer was issued a building permit (BD2008-2149) to construct a 9,560 square foot commercial warehouse building and a building permit (BD2010-2150) to construct a 7,320 square foot commercial shell building, and;

WHEREAS, the Developer paid \$55,998.00 in road impact fees for the commercial shell building and paid \$11,472.00 in road impact fees for the commercial warehouse, and;

WHEREAS, the Developer completed the construction of the commercial shell building and commercial warehouse and was issued Certificates of Occupancy for the structures, and;

WHEREAS, as of November 9, 2010, the Developer has only completed the build-out of four (4) of the nine (9) units within the commercial shell building, and \$24,910.70 of the \$55,998 of road impact fees paid for the commercial shell building are attributed to the four (4) built-out units; and

WHEREAS, commercial businesses, instead of being located within the undeveloped commercial building units, have located within the commercial warehouse structure, and the Developer desires to convert commercial warehouse area to commercial businesses, and;

WHEREAS, the conversion of the commercial warehouse space to commercial businesses requires the payment of additional road impact fees to account for the lower road impact fee for warehouses compared to retail/commercial use, and;

WHEREAS, this agreement is intended to allow the use of the remaining \$31,087.30 in road impact fees allocated to the vacant commercial units within the commercial shell building for credit for the conversion of a commercial warehouse unit to commercial/retail use.

NOW THEREFORE, accepting the above recitals as true and incorporating them as if stated herein, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

Section 1. Credit of Road Impact Fees

The remaining \$31,087.30 of the road impact fees (for the vacant commercial units) paid under building permit BD2010-2150 for the commercial shell building shall be available to credit the additional road impact fees due for the conversion of the commercial warehouse space to commercial/retail or other uses that require additional road impact fees pursuant to the County's Road Impact Fee Ordinance.

Once the remaining road impact fee credit has been utilized for the build-out of the vacant commercial units in the commercial shell building, the Developer shall pay any additional road impact fees due for the units at build-out.

Section 2. General Provisions

1. The effective date of this Agreement is the date upon which the Agreement is executed by the County;
2. Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

DEVELOPER:
Scott Mann
PO Box 136
Sumterville, FL 33585

COUNTY:
Sumter County
Attn: Mr. Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785

3. The parties agree that venue and jurisdiction for any disputes arising out of this entire Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.
4. The parties warrant that the undersigned have read and fully understand this Agreement, have sought the advice of counsel, and have full authority to bind their respective party.

5. If any provision of this Agreement shall be found inconsistent with state, local or federal law, that provision shall be considered severed and the remain provisions shall remain binding upon the parties.
6. This Agreement shall be binding on all successors and assigns of the parties hereto, including any successor in title to the Developer.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written;

**GLORIA HAYWARD
CLERK OF THE COURT
OF SUMTER COUNTY, FL**

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

ATTEST:

Doug Gilpin, Chairman

Deputy Clerk

SCOTT MANN

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by _____ as (Developer) for the purposes expressed herein.

NOTARY PUBLIC-STATE OF
FLORIDA

Print

Name: _____

Serial/Commission

Number: _____

Personally Known ___ or Produced Identification

Type of Identification

Produced _____