

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Impact Fee Agreement with Anthony and Shannon Torri BDWW2011-0050 (Staff recommends approval).

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**REQUESTED ACTION:** Approve Impact Fee Agreement.

Work Session (Report Only)    **DATE OF MEETING:** 7/12/2011  
 Regular Meeting                       Special Meeting

**CONTRACT:**     N/A    Vendor/Entity: Anthony & Shannon Torri  
Effective Date: July 12, 2011                                      Termination Date: August 1, 2012  
Managing Division / Dept:                                      Planning & Development

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

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**HISTORY/FACTS/ISSUES:**

In 2008, the City of Wildwood issued a building permit to Anthony & Shannon Torri to construct a commercial building within the City (4410 NE 83<sup>rd</sup> Road). However, the City of Wildwood failed to refer the Torris to the County to pay the appropriate fire and road impact fees for the commercial building. On April 7, 2011, the Torris made application to the County for a building permit to complete a buildout of the commercial building originally constructed in 2008 (BDWW2011-0050). During review of the building permit application, Staff determined no road or fire impact fees were ever charged or collected for the construction of the building in 2008. The County reviewed the 2011 building permit due to the consolidation of City and County building permit and inspection operations.

Staff contacted the Torris to advise them of the situation and that \$17,949.88 in road and fire impact fees are due prior to the issuance of the building permit (BDWW2011-0050). The Torris requested the ability to pay the impact fees in installments due to the state of the economy and the fact that the failure to pay the impact fees in 2008 was the result of a mistake by the City of Wildwood and not the owners. In response, Staff prepared an impact fee agreement that allows the Torri's to make impact fee payments on the following schedule:

No later than August 1, 2011:    \$5,983.29  
No later than February 1, 2012:    \$5,983.29  
No later than August 1, 2012:    \$5,983.30

The County's impact fee ordinances allow for the Board to provide for alternative impact fee collection methods.

The Torris reviewed the proposed impact fee agreement and executed it. Staff recommends the Board approve the attached impact fee agreement with the Torris.

**ANTHONY & SHANNON TORRI  
COMMERCIAL BUILDING LOCATED AT  
4410 NE 83<sup>RD</sup> ROAD  
WILDWOOD, FL 34785  
BDWW2011-0050**

**IMPACT FEE AGREEMENT**

**THIS IMPACT FEE AGREEMENT** (“Agreement”) is made and entered into this 12th day of July 2011 (“Effective Date”), by and between **ANTHONY & SHANNON TORRI**, whose address is 12555 SE Sunset Harbor Road, Weirsdale, FL 32195 (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**, in 2008, the Developer was issued a building permit by the City of Wildwood (hereinafter called “City”) to construct a commercial building at 4410 NE 83<sup>rd</sup> Road, Wildwood, Florida, 34785, and;

**WHEREAS**, the City, at the time of construction, provided for their own building permitting and inspection services. The City was to forward applicants for building permits to the County to pay the appropriate impact fees prior to the issuance of the building permit by the City. However, the City failed to assure that the appropriate impact fees were paid by the Developer and collected by the County prior to issuing the building permit for the commercial building, and,

**WHEREAS**, the Developer completed the construction of the commercial building without paying the appropriate impact fees; and

**WHEREAS**, on October 1, 2010, the County began providing the City with building permitting services; and

**WHEREAS**, April 7, 2011, the Developer submitted a building permit application to the County to complete renovations to the commercial building (BDWW2011-0050); and

**WHEREAS**, during the review of the building permit application, the County determined no impact fees were paid prior to the construction of the commercial building in 2008. The failure of the payment of the impact fees was confirmed by the City; and

**WHEREAS**, the impact fees due for the commercial building are \$16,983.10 for road impact fees and \$966.78 for fire impact fees. The obligation for the payment of these impact fees run with the land, and;

**WHEREAS**, the Developer requested that the County allow for an alternative collection method of the impact fee due to the failure of the City to appropriately process the original 2008 building permit related to impact fees and due to the state of the economy, and;

**WHEREAS**, the County impact fee ordinances allow the County to provide for an alternative collection method of impact fees subject to County approval.

**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. Payment of Impact Fees**

The \$17,949.88 (\$16,983 10 road and \$966.78 fire) of impact fees due for permit BDWW2011-0050 shall be paid to the County on the following schedule:

No later than August 1, 2011:	\$5,983.29
No later than February 1, 2012:	\$5,983.29
No later than August 1, 2012:	\$5,983.30

Failure to make payments, as reflected above, shall constitute a default by the Developer. In the case of default, the County may pursue appropriate legal remedy.

**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:**  
Anthony & Shannon Torri  
12555 SE Sunset Harbor Road  
Weirsdale, FL 32195

**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**  
**ATTEST:**

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

\_\_\_\_\_  
 Don Burgess, Chairman

\_\_\_\_\_  
 Deputy Clerk

**ANTHONY & SHANNON TORRI**

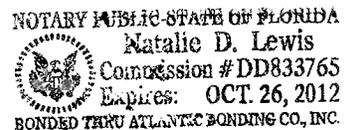
*Anthony Torri*  
 \_\_\_\_\_  
*Shannon Torri*

STATE OF FLORIDA  
 COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2011, by Anthony Torri as (Developer) for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Natalie D Lewis  
 Serial/Commission Number: DD833765  
 Personally Known  or Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_



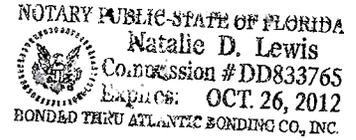
*Natalie D Lewis*

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 1<sup>th</sup> day of July, 2011, by Anthony Tonni as (Developer) for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Natalie D Lewis  
Serial/Commission Number: DD 833765  
Personally Known  or Produced Identification   
Type of Identification Produced \_\_\_\_\_



*Natalie D Lewis*



**SUMTER COUNTY**  
**BUILDING DEPARTMENT**  
 7375 Powell Road, Suite 115, Wildwood, FL 34785  
 Tel. (352) 689-4460 Fax (352) 689-4461  
**Inspection Request Line: (352) 569-6060**

**Permit No: BDWW2011-0050**

Application: 4/7/2011 MOO  
 Approved: 4/7/2011 MOO  
 Issued: 4/7/2011 MOO

**COMMERCIAL PERMIT**

<b>PERMIT TYPE</b> COMMERCIAL		<b>PERMIT SUBTYPE</b> OCCUPANCY INSPEC		<b>PROJECT DESCRIPTION</b> OCCUPANCY INSPECTION					
<b>PROJECT ADDRESS</b> 4410 NE 83RD ROAD, WILDWOOD, FL 34785				<b>DIRECTIONS TO SITE</b>					
<b>OWNER</b> TORRI, ANTHONY L & SHANNON		<b>OWNER MAILING ADDRESS</b>			<b>OWNER PHONE</b>				
<b>CONTRACTOR</b> BOONE CUSTOM HOMES INC		<b>TYPE</b> BUILDING CERTIFIED		<b>LICENSE(S)</b> S:CBC1255851/C:CBC1255851		<b>PHONE</b> (352) 516-6658			
<b>PARCEL #</b> D32=146	<b>SEC/TWP/RNG</b> 321823	<b>SUBDIVISION</b>	<b>BLOCK</b>	<b>LOT(S)</b>	<b>ZONING</b>	<b>FLOOD ZONE</b>	<b>BASE FLOOD ELEVATION</b> Floor and Utility Elevations must be at least one foot above		
<b>LEGAL DESCRIPTION</b> COMM AT NE COR OF SW 1/4 RUN N 89 DEG 41MIN 28 SEC W 500.64 FT S 00 DEG 18 MIN 32 SEC W 253.51 FT TO POB CONT S 00 DEG 18 MIN 32 SEC W 293.02 FT N 89 DEG 43 MIN 89 DEG 43 MIN 34 SEC W 163.41 FT N 00 DEG 18 MIN 32 SEC E 293.12 FT S 89 DEG							<b>WIND LOAD</b>		
<b>SITE RESTRICTIONS</b> WARNING (5/23/2011 11:00 AM GCO) Impact Fees due									
<b>SETBACKS</b>			<b>S.T. Permit #</b>	<b>SQUARE FOOTAGE</b>			<b>CONSTRUCTION VALUE*</b>		
<b>FRONT</b>	<b>SIDE</b>	<b>REAR</b>		<b>LIVING</b>	<b>OTHER</b>	<b>TOTAL</b>	<b>ESTIMATE</b>	<b>CONTRACT</b>	
				10,742					
*If Construction Value (Estimate or Contract) is \$2500 or above: NOC must be recorded with Clerk of Courts and posted on job site.									
<b>CONDITIONS</b> Permit issued subject to applicable zoning regulations, building & life safety codes, contractor licensing laws, approved plans/specifications, base flood requirements, restrictions of record, and other specified herein.									
<b>CONTRACTOR AGREEMENT</b> I, the undersigned contractor apply for a permit to construct, erect, add to, install, alter, repair, move or demolish as specified herein, and state under oath, that I will supervise the work covered by this permit and be responsible for compliance with Sumter County Building Codes. I also agree that all subcontractors used for work covered by this permit will be properly licensed.				<b>FEES</b>				<b>Amount</b>	<b>Payment</b>
<b>Contractor Signature</b> _____ <b>Date</b> _____				BD Road Impact Fees - New District				16,983.10	
				BD Fire Impact Fee - County				966.78	
				BD Processing Fee for All Permits				15.00	REDIT CARD
				BD Florida Building Permits Surch				2.00	REDIT CARD
				BD Florida Building Permits Surch				2.00	REDIT CARD
				BD Building - Building Miscellaneous				50.00	REDIT CARD
<b>OWNER-OCCUPIER AGREEMENT</b> I, the undersigned owner-occupier apply for a permit to construct, erect, add to, install, alter, repair, move or demolish as specified herein, and affirm, that if this is for a new structure, neither I nor my spouse has received a Certificate of Occupancy for a Sumter County Building Permit within the past year, that the proposed structure is for my own personal use and not intended for sale, rent or lease within 1 year after completion. I agree that I will be responsible for the compliance of the work with Sumter County Building Codes and any person or firm with which I contract for work under this permit will hold the appropriate license.				<b>Owner-Occupier Signature</b> _____ <b>Date</b> _____				<b>TOTAL FEES</b>	18,018.88

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOBSITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.**