

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Escrow agreement with Holiday Builders Inc.

REQUESTED ACTION: Board Approval of Escrow Agreement
(staff recommends approval)

Work Session (Report Only) **DATE OF MEETING:** 8/13/2011
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Planning & Development/Building Services

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

HISTORY/FACTS/ISSUES:

Holiday Builders Inc. would like to put \$3000.00 in an Escrow Account and draw from that account for the purchase of permits and payment of re-inspection fees. Holiday Builders Inc. will make deposits into the account as needed.

Escrow Accounts are commonly used in the Building Department as a service for our customers. It does away with the necessity to issue a check for each permit application, for contractors pulling large numbers of permits.

**ESCROW AGREEMENT
BUILDING PERMIT FEES**

THIS AGREEMENT is made and entered into this 8 day of Aug., 2011 between Sumter County, Florida(County)and Richardal Fadiq (Contractor) **Whereas**, the County, through its Department of Building Services (Department) issues building permits for a fee in connection with all building activity within Sumter County, and **Whereas**, the County cannot extend credit to private parties, and **Whereas**, Contractor is a regular customer of the Department, and **Whereas**, Contractor desires to set up a procedure that would allow the County to bill the Contractor at the end of each month for Contractor's building permit fees as opposed to requiring cash payment in advance on each permit, and **Whereas**, this will require a deposit of escrow funds to cover at least one months' billing for such services.

Now therefore, the parties agree as follows:

- 1 The Contractor shall initially deposit with the County the sum of \$ 3000.00. The amount of escrow shall be adjusted as necessary to ensure that sufficient funds are on hand to cover all fees due for any one month. Said escrow amount shall be held in escrow by the County to be applied toward the permit fees of the Contractor. Interest earned shall accrue to the County.
2. Permit fees shall be reconciled on a monthly basis as follows:
 - a. On the first workday of each month, the Department shall furnish the Clerk and Auditor to the Board (Clerk) with an itemized statement for the previous month's permit fee activity of the Contractor. The permit fee total of the Contractor for the previous month shall be withdrawn from the escrow account and credited as Department receipts on the last working day of the billed month.
 - b. At the same time, the Department shall furnish the Contractor with an itemized statement for the previous month's building permit activity of the Contractor. Within **three** working days of the receipt, the Contractor shall submit an amount equal to the previous month's billing to be deposited in the escrow account for the Contractor.
- 3 The escrow may be terminated at any time by request of the Contractor and all Remaining funds and accrued interest shall be refunded to the Contractor.
- 4 No building permit shall be issued by the Department for which there is insufficient escrow funds available. If there are insufficient funds in the escrow account the Contractor may either increase the escrow amount prior to permit issuance or pay for the building permits individually.
- 5 The County reserves the right to terminate this agreement at any time and refund all funds held in escrow, less any amounts owing the County.

This agreement entered into this 8 day of Aug.

HB CONSTRUCTION OF FL LLC

Check Date: 08/22/2011

Vendor Number: 0000012448

Check No. 010012740

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
Eck Escrow Fees 8/22/11	08/22/2011	00020827	3,000.00	0.00	0.00	3,000.00

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
010012740	08/22/2011	\$3,000.00	\$0.00	\$0.00	\$3,000.00

08/22/2011 010012740 9762

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER. SEE BACK FOR DETAILS



FL MARION DIVISION
2293 W Eau Gallie Blvd
MELBOURNE, FL 32935

BANK OF AMERICA OF GEORGIA, NA
Atlanta, GA

010012740

Void After 90 Days

63-4/630

Date 08/22/2011

Pay Amount \$3,000.00***

Pay ****THREE THOUSAND AND XX / 100 DOLLAR****

To The Order Of **SUMTER COUNTY**
7375 Powell Rd
Wildwood, FL 34785

R. Fodit

Authorized Signature

⑈010012740⑈ ⑆063000047⑆ 5502883830⑈