

SULTAN PLANNING BOARD AGENDA COVER SHEET

ITEM NO: A-1
DATE: May 4, 2010
SUBJECT: Permit Extensions and Impact Fee Payments
CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the Planning Board is continued discussion and recommendation to the city council to amend the Sultan Municipal Code Development Regulations (Title 16) to implement short-term changes to the City's Zoning and Land Division Codes to offer relief and economic stimulus during the recession.

STAFF RECOMMENDATION:

City staff recommend the planning board consider public input from the public hearing on April 20, 2010 and recommend the city council amend Title 16 SMC as set forth in Attachment A to:

1. Allow additional 2-year extension to "active" Preliminary Plats/PUD's, set to expire in 2010 and 2011, with Council approval of a Developer Agreement. This action will provide time for the housing market to continue to recover and potentially for the developer to build homes or market the property to another builder. The following municipal code chapters will be amended as set forth in Attachment A.
 - SMC 16.10.150 – Expiration of Preliminary Planned Unit Development (PUD)
 - SMC 16.10.200 – Expiration of Final PUD
 - SMC 16.28.210 – Compliance with Conditions of Approval for a Short-Plat
 - SMC 16.28.350 – Term of Preliminary Plat approval including those connected to PUD's

2. Implement a short-term (2 year) pilot project during which time the City would allow developers to postpone payment of Park Impact Fees (\$3,175) and Transportation Impact Fees (\$5,272) for single-family residential homes until Certificate of Occupancy. Impact Fees would be due at building permit application unless the builder records a Covenant (lien) with the Assessor prior to permit issuance. The Policy would sunset on June 30, 2012 unless the Council

took action to extend the sunset date or make the change permanent. The following municipal code chapters will be amended as set forth in Attachment A.

- SMC 16.112.060 – Collection of Impact Fees

SUMMARY:

In response to the present economic conditions, other cities in the region have been adopting short-term revisions to Zoning and Land Division Codes to offer relief and economic stimulus during the recession.

This issue was a discussion item at city council meetings on January 28, 2010, February 11, 2010 and March 11, 2010. The city council considered a number of different issues relating to Park Impact Fees, Transportation Impact Fees and Utility Connection Fees.

The Council directed the planning board to amend the Sultan Municipal Code Development Regulations (Title 16) to implement short-term changes to the City's Zoning and Land Division Codes to offer relief and economic stimulus during the recession.

The planning board discussed the issue at its April 6, 2010 meeting and set a public hearing for April 20, 2010. The planning board held the April 20 public hearing. The planning board received comments from Craig Sears (Taylor Group), Ginger York and the Master Builders Association (Attachment B).

The Master Builders Association supported the staff recommended amendments to the Sultan Municipal Code. Mrs. Ginger York requested the planning board further consider deferring impact fee payments until actual building occupancy rather than at certificate of occupancy (C of O). Mrs. York explained small developers struggle with paying the impact fees in this credit market until the units are sold. Units can continue to sit empty even after C of O is issued by the city.

The planning board directed staff to provide additional information on deferring impact fee payments until the time of closing of sale. The discussion centered around recording a covenant against the property for the impact fee in effect at the time of payment. Fees associated with filing and recording the covenant as well as its release following payment of the fee would be paid by the applicant (developer).

DISCUSSION:

City staff found sample deferral procedures from four jurisdictions: Federal Way, Sammamish, Sacramento County and Folsom, CA (Attachment C). The following table summarizes the policies and procedures from the sample jurisdictions for deferring impact fees to time of sale or date certain after the issuance of building permit.

Sample Impact Fee Deferral Policies and Procedures

Agency	Affected Applications	Due and Payable	Process	Fees
Federal Way (effective 7/1/10)	Single family	Prior to building permit or/ Closing of sale	City records covenant against property	Applicant pays fees to record and release covenant
Sammamish	Single family Resale units only. Lots sold upon completion of structure Expires: 12/31/2010	30 days escrow closing	City records lien against property Amt due upon close of sale Upon payment city releases lien	
Sacramento County	Residential projects	Earlier of: Close of escrow for initial sale or permanent loan financing of rental units 15 months from the date of bldg permit issuance	County records lien against property	\$350 Admin fee plus 10% of impact fees at bldg permit A penalty of interest computed on unpaid balance if not paid when due. Failure to pay results in administrative hold on subsequent bldg permits requested by owner.
Folsom California	Residential projects Commercial on case-by- case determined by director	Earlier of: Close of escrow for initial sale or permanent loan financing of rental units 12-24 months from the date of bldg permit issuance	No foreclosure w/in past 4 years No bankruptcy w/in past 4 years No outstanding civil judgment Signed agreement creating first priority lien to secure payment of deferred residential development fees.	Interest accrues if not paid when due \$1,000 admin cost if not paid when due City may pursue collection, foreclosure and/or civil judgment for breach or non- payment

Best Practices

The best practice from a staff perspective is to have the impact fee due at the time of certificate of occupancy. This is the last opportunity the city has to collect the impact fee without additional staff time and potential for the unit to be occupied without collecting the fee.

If the planning board wants to recommend the fee be deferred until after the certificate of occupancy is issued, city staff recommend the planning board consider the following:

1. Residential units for resale only - properties sold upon completion of the structure.
2. Close of escrow for initial sale or permanent loan financing or 18 months after the date of building permit issuance from the property owner of record whichever is earlier
3. Signed agreement creating first priority lien (if legally possible) to secure payment of deferred residential development fees (see Folsom, CA).
4. \$350 administrative fee. 10% of impact fee at bldg permit. A penalty of interest computed on unpaid balance due if not paid when due
5. Administrative hold on subsequent land use applications and/or permits if not paid when due.

Affected Developments

The proposal is to limit the changes to active Preliminary and Final Plats/and Planned Unit Developments (PUD's).

The Ordinance would not apply to expired Preliminary or Final PUD's/Plats or Preliminary or Final PUD's/Plats filed after either a date specific (e.g. January 1, 2010) or the effective date of the Ordinance as recommended by the planning board.

The proposed Ordinance would not apply to the most recently approved Preliminary PUD extension which expired on April 10, 2010 unless the Applicant files the necessary Final PUD materials as described in SMC 16.10.150.

The proposed Ordinance would not apply to the most recently filed application for a PUD, accepted by the City in November 2009, since the Applicant has not completed the necessary steps for a Preliminary PUD. The PUD is not yet considered "active" since it has not received Council approval.

The following table summarizes the status of development applications submitted to the city:

DEVELOPER	TYPE	PRE-APP DATE	PRELIMINARY APPROVAL	EXPIRATION
Brickyard (Vodnick)	PUD	7/27/05	2007	09/6/2009 - expired
Cascade Breeze	Subdivision	07/06/05	2006	2011
Green	PUD	11/01/06	2007	Final PUD Approved Subdivision expires 2013
Hammer	PUD	07/26/05	2007	Hold pending bankruptcy
Joshua Freed - Caleb Court	PUD	09/01/06	2008	04/10/2010 - expired
Ramirez Twin Rivers	Subdivision	12/01/04	2007	2012
Steen Park	Subdivision		Final Plat 8/2007	N/A

State Legislative Efforts

The Master Builders Association was unsuccessful in advancing ESSB 3067 which would have required Cities in King and Snohomish Counties that collect impact fees to allow residential builders to require homebuyers to pay the impact fees at closing vs. builders paying when applying for a permit.

However, SB 6544 enacted in March and effective June 10, 2010 for applications submitted after June 10, 2010 provides the following:

- Extends time limitations associated with final plat submissions and the requirements governing applicable subdivisions from five to seven years.
- Expires the extension provisions on December 31, 2014.

FISCAL IMPACT:

There are pros and cons associated with the decision to adopt a permit extension or the point at which Impact Fees are collected. This is the reason why the vast majority of the Cities have adopted short-term changes necessary to stimulate the economy.

The intent of adopting these types of Ordinances is to provide short-term relief and get homebuilders and developers moving again. This is balanced against the need to ensure that in the long-run, after the economy has recovered – the requirement to move projects along and not tie up land and Staff resources is necessary.

City Staff have some specific concerns about tracking the payment of Impact Fees through Certificate of Occupancy. The Planning Board and City Council need to ensure whatever system is adopted can be efficiently implemented by City Staff with a minimum level of paperwork for both the Developer and the City.

A decision by the City Council to fundamentally change the Land Division Code should be carefully considered and analyzed prior to implementation.

ALTERNATIVES:

1. Consider public input from the public hearing and recommend the city council amend Title 16 SMC as set forth in Attachment A. This alternative indicates the planning board understands the issue and supports short-term amendments to the Sultan Municipal Code to offer economic relief to developers during the economic recession. The planning board may consider changes to the staff proposal before making a recommendation to the city council.
2. Consider public input from the public hearing. Do not recommend the city council amend Title 16 SMC as set forth in Attachment A. This alternative implies the planning board either doesn't support the proposed amendments or has questions and/or concerns that should be resolved before making a recommendation. The planning board should direct staff to areas of concern.

RECOMMENDED ACTION:

City staff recommend the planning board consider public input from the public hearing and recommend the city council amend Title 16 SMC as set forth in Attachment A.

ATTACHMENTS:

- A – Proposed Amendments to Sultan Municipal Code Title 16
- B - April 20, 2010 Written Comments
- C - Sample deferral policies/procedures (Federal Way, Sammamish, Sacramento County, and Folsom, CA)
- D- Master Builders Association summary of economic stimulus measures

16.10.150 Expiration of preliminary PUD.

A. For preliminary PUD approvals for which a master phasing plan has not also been approved pursuant to SMC [16.10.040](#), an applicant shall file an application for a final PUD approval with the city within 12 months from the date of preliminary PUD approval by the city council. This period shall automatically be tolled for any period of time during which a court appeal is pending.

B. The hearing examiner may authorize one additional 12-month extension for filing a final PUD application if the hearing examiner finds that such extension is consistent with the approval criteria required for each project and that no new information or change in circumstances justifies changing the city's previous preliminary PUD approval.

C. A phasing plan shall accompany the master plan, for developments where a general master plan for the entire project provides for the project to be constructed in phases. The phasing plan shall describe the general boundaries of each phase and the expected date at which a detailed site plan or subsequent preliminary and final PUD application for that phase of the development will be submitted; provided, however, no project to be developed in phases may exceed five years from the time the master plan is approved until the final phase is submitted. The hearing examiner, as a condition of preliminary PUD or master plan approval, may calculate the amount of time until completion and may also set a schedule for completion of the various phases; such time period may never exceed five years. The time period will be calculated based on the size, location, and development potential of the area, and the need for utility and service extensions for the proposed project and other projected developments in the area.

D. If a final PUD is not filed within the time periods provided in this section, the preliminary PUD approval shall expire, the PUD overlay zoning shall be removed from the official zoning map of the city and the property shall revert to the underlying "fallback" zoning shown on the official zoning map. (Ord. 1051-09 § 1; Ord. 793-02 § 1

E. Provisions for Temporary Extension of Preliminary PUD Approvals:

1. Effective until July 1, 2012, a one-time, 24-month extension of preliminary PUD approval may be granted by the Hearing Examiner in lieu of or in addition to the one-time 12-month extension authorized in 16.10.150 B. This extension shall be reviewed following the procedures set forth in 16.10.150 (B).

2. This provision is available to and only to developments which have a current valid unexpired preliminary PUD approval granted prior to July 1, 2010.

3. No more than one (1) extension may be valid at any time for a preliminary PUD.

4. In no case shall more than two extensions be granted to any preliminary PUD.

5. An extension granted under provision 16.10.150 E shall be calculated from the expiration date of any previously approved time extension.

6. The applicant for an extension under this provision shall submit a written request for an extension to the community development director at least ninety days (90-days) prior to the date upon which the preliminary PUD would otherwise expire.

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

Failure to submit an extension request prior to the expiration date of the preliminary PUD shall result in the preliminary PUD being deemed expired. Applications for an extension under this provision shall consist of the following:

a. A statement making the case for extension, specifically addressing the short-term economic issues, and the long-term economic viability of the project.

b. A statement acknowledging that the preliminary plat approval expires at the end of the extension without appeal or recourse for additional extensions.

c. A statement acknowledging that the City, as a condition of the extension, has the right to require the developer to engage in construction of a Development Agreement as provided by RCW ZZZ.ZZZ to insure that the form and function of the extended Preliminary PUD approval meets the requirements of the City of Sultan land development standards as provided in SMC Title 12, Title 14, Title 16, Title 17, and the City's published Engineering Standards Document.

d. A draft Development Agreement agreed to by the Developer and the City shall be a required component of the application packed forwarded to the Hearing Examiner.

e. If the City and the Developer cannot come to agreement on the provisions of a Developer Agreement as required in item "d." above, the City shall prepare a set of findings and proposed Developer Agreement conditions that, in the City's opinion, should be included as a condition(s) of the extension.

f. Payment of the Hearing Examiner Fee as provided by the City of Sultan Annual Fee Schedule.

8. Upon receipt of a written extension request, the community development director shall schedule review of the application with the Hearing Examiner as provided in 16.10.150 B. The Applicant, the City, and the public shall be allowed to present brief verbal statements at a hearing according to provisions of SMC 2.26.090 through 2.26.120.

9. To approve an extension, the Hearing Examiner shall find that the proposed extension is supported by the information presented for review, and that the Draft Developer Agreement, or City-proposed conditions for extension are appropriate. Approval of any extension under this provision shall include specific recitation of any conditions required to bring the subject Preliminary PUD into conformance with City development standards as described in Section 16.10.150 E. 6. c. above.

10. If the extension is approved by the Hearing Examiner, the community development director shall notify the applicant in writing of the expiration of the initial 12-month extension and the granting of the 24-month extension including the date on which this extension expires.

16.10.150 Expiration of preliminary PUD.

A. For preliminary PUD approvals for which a master phasing plan has not also been approved pursuant to SMC [16.10.040](#), an applicant shall file an application for a final PUD approval with the city within 12 months from the date of preliminary PUD approval by the city council. This period shall automatically be tolled for any period of time during which a court appeal is pending.

B. The hearing examiner may authorize one additional 12-month extension for filing a final PUD application if the hearing examiner finds that such extension is consistent with the approval criteria required for each project and that no new information or change in circumstances justifies changing the city's previous preliminary PUD approval.

C. A phasing plan shall accompany the master plan, for developments where a general master plan for the entire project provides for the project to be constructed in phases. The phasing plan shall describe the general boundaries of each phase and the expected date at which a detailed site plan or subsequent preliminary and final PUD application for that phase of the development will be submitted; provided, however, no project to be developed in phases may exceed five years from the time the master plan is approved until the final phase is submitted. The hearing examiner, as a condition of preliminary PUD or master plan approval, may calculate the amount of time until completion and may also set a schedule for completion of the various phases; such time period may never exceed five years. The time period will be calculated based on the size, location, and development potential of the area, and the need for utility and service extensions for the proposed project and other projected developments in the area.

D. If a final PUD is not filed within the time periods provided in this section, the preliminary PUD approval shall expire, the PUD overlay zoning shall be removed from the official zoning map of the city and the property shall revert to the underlying "fallback" zoning shown on the official zoning map. (Ord. 1051-09 § 1; Ord. 793-02 § 1

E. Provisions for Temporary Extension of Preliminary PUD Approvals:

1. Effective until July 1, 2012, a one-time, 24-month extension of preliminary PUD approval may be granted by the Hearing Examiner in lieu of or in addition to the one-time 12-month extension authorized in 16.10.150 B. This extension shall be reviewed following the procedures set forth in 16.10.150 (B).

2. This provision is available to and only to developments which have a current valid unexpired preliminary PUD approval granted prior to July 1, 2010.

3. No more than one (1) extension may be valid at any time for a preliminary PUD.

4. In no case shall more than two extensions be granted to any preliminary PUD.

5. An extension granted under provision 16.10.150 E shall be calculated from the expiration date of any previously approved time extension.

6. The applicant for an extension under this provision shall submit a written request for an extension to the community development director at least ninety days (90-days) prior to the date upon which the preliminary PUD would otherwise expire.

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

Failure to submit an extension request prior to the expiration date of the preliminary PUD shall result in the preliminary PUD being deemed expired. Applications for an extension under this provision shall consist of the following:

a. A statement making the case for extension, specifically addressing the short-term economic issues, and the long-term economic viability of the project.

b. A statement acknowledging that the preliminary plat approval expires at the end of the extension without appeal or recourse for additional extensions.

c. A statement acknowledging that the City, as a condition of the extension, has the right to require the developer to engage in construction of a Development Agreement as provided by RCW ZZZ.ZZZ to insure that the form and function of the extended Preliminary PUD approval meets the requirements of the City of Sultan land development standards as provided in SMC Title 12, Title 14, Title 16, Title 17, and the City's published Engineering Standards Document.

d. A draft Development Agreement agreed to by the Developer and the City shall be a required component of the application packed forwarded to the Hearing Examiner.

e. If the City and the Developer cannot come to agreement on the provisions of a Developer Agreement as required in item "d." above, the City shall prepare a set of findings and proposed Developer Agreement conditions that, in the City's opinion, should be included as a condition(s) of the extension.

f. Payment of the Hearing Examiner Fee as provided by the City of Sultan Annual Fee Schedule.

8. Upon receipt of a written extension request, the community development director shall schedule review of the application with the Hearing Examiner as provided in 16.10.150 B. The Applicant, the City, and the public shall be allowed to present brief verbal statements at a hearing according to provisions of SMC 2.26.090 through 2.26.120.

9. To approve an extension, the Hearing Examiner shall find that the proposed extension is supported by the information presented for review, and that the Draft Developer Agreement, or City-proposed conditions for extension are appropriate. Approval of any extension under this provision shall include specific recitation of any conditions required to bring the subject Preliminary PUD into conformance with City development standards as described in Section 16.10.150 E. 6. c. above.

10. If the extension is approved by the Hearing Examiner, the community development director shall notify the applicant in writing of the expiration of the initial 12-month extension and the granting of the 24-month extension including the date on which this extension expires.

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

16.28.210 Compliance with conditions of approval.

All conditions for approval shall be met by the applicant within one year or the short subdivision shall be deemed expired. Sale, lease, or transfer of land within the subdivision shall not be completed until all conditions of approval have been met. (Ord. 1051-09 § 1; Ord. 840-04 § 1; Ord. 630 § 2[16.10.010(1)(a) (vii)(o)], 1995)

A. Provisions for Temporary Extension of Time to Meet Conditions of Short Plat Approval:

1. Effective until July 1, 2012, a one-time, 24-month extension of the time to comply with conditions of approval required by the City in approval of a short subdivision may be granted by the community development director. This extension shall be added to the one-year period required in 16.28.210 above. This extension shall be reviewed following the procedures set forth in this Section.
2. This provision is available to and only to developments which have a current valid unexpired short subdivision approval prior to July 1, 2010.
3. No more than one (1) extension may be issued for compliance with conditions of approval for a short subdivision.
4. An extension granted under this section shall expire any previously granted extension. The 24-month extension granted by this section shall be the only valid extension and shall be the final extension granted to a development.
5. The applicant for an extension under this provision shall submit a written request for an extension to the community development director at least ninety days (90-days) prior to the date upon which the short subdivision approval would otherwise expire. Failure to submit an extension request prior to the expiration date of the short subdivision shall result in the short subdivision being deemed expired. Applications for an extension under this provision shall consist of the following:
 - a. A statement making the case for extension, specifically addressing the short-term economic issues, and the long-term economic viability of the project.
 - b. A statement acknowledging that the preliminary plat approval expires at the end of the extension without appeal or recourse for additional extensions.
 - c. A statement acknowledging that the City, as a condition of the extension, has the right to require the developer to engage in construction of a Development Agreement as provided by RCW 36.70B.170 to insure that the form and function of the short subdivision approval meets the requirements of the City of Sultan land development standards as provided in SMC Title 12, Title 14, Title 16, Title 17, and the City's published Engineering Standards Document.
 - d. A draft Development Agreement agreed to by the Developer and the City shall be a required component of the application packet.
6. Upon receipt of a written extension request, the community development director shall review the application.
7. To approve an extension, the community development director shall find that the proposed extension is supported by the information presented for review, and that the Draft Developer Agreement. Approval of any extension under this provision shall include specific recitation of any conditions required to bring the subject short subdivision into conformance with City development standards as described in Section 16.28.210 A. 5. c. above.

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

16.28.350 Term of preliminary plat approval.

- A. Approval of preliminary plat shall be effective for five years from the date of approval unless extended by the hearing examiner as provided for herein.
- B. Upon written application therefore by the applicant or his successor, and filed with the city at least 30 days prior to the expiration of approval, the hearing examiner may extend approval for not more than one additional one-year period, if, in the opinion of the hearing examiner, the applicant has attempted in good faith to submit the final plat within the five-year period in accordance with preliminary plat approval procedures contained herein.
- C. Nothing contained herein shall prohibit the applicant, during the effective life of the preliminary plat approval, from developing his or her subdivision and requesting final approval by divisions; provided, that no deviation from the general scheme of the preliminary plat as approved may be permitted in any manner other than by the procedures set out herein governing the approval of preliminary plats. (Ord. 1051-09 § 1; Ord. 840-04 § 1; Ord. 815-03 § 2; Ord. 630 § 2[16.10.010(1)(b)(v) (a)], 1995)

D. Provisions for Temporary Extension of Preliminary PUD Approvals:

1. Effective until July 1, 2012, a one-time, 24-month extension of preliminary PUD approval may be granted by the Hearing Examiner in lieu of the one-time 12-month extension authorized in 16.28.350 B.
2. This provision is available to and only to developments which have a current valid unexpired preliminary plat approved granted prior to July 1, 2010
3. No more than one (1) extension may be valid at any time for a preliminary PUD.
4. In no case shall more than two extensions be granted to any preliminary plat including the extension granted under 16.28.350 D.
5. An extension granted under this section shall expire any previously granted extension. The 24-month extension granted by this section shall be the only valid extension and shall be the final extension granted to a development.
6. The applicant for an extension under this provision shall submit a written request for an extension to the community development director at least ninety days (90-days) prior to the date upon which the preliminary plat would otherwise expire. Failure to submit an extension request prior to the expiration date of the preliminary plat shall result in the preliminary plat being deemed expired. Applications for an extension under this provision shall consist of the following:
 - a. A statement making the case for extension, specifically addressing the short-term economic issues, and the long-term economic viability of the project.
 - b. A statement acknowledging that the preliminary plat approval expires at the end of the extension without appeal or recourse for additional extensions.
 - c. A statement acknowledging that the City, as a condition of the extension, has the right to require the developer to engage in construction of a

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

Development Agreement as provided by RCW 36.70B.170 to insure that the form and function of the extended preliminary plat approval meets the requirements of the City of Sultan land development standards as provided in SMC Title 12, Title 14, Title 16, Title 17, and the City's published Engineering Standards Document.

- d. A draft Development Agreement agreed to by the Developer and the City shall be a required component of the application packed forwarded to the Hearing Examiner.
- e. If the City and the Developer cannot come to agreement on the provisions of a Developer Agreement as required in item "d." above, the City shall prepare a set of findings and proposed Developer Agreement conditions that, in the City's opinion, should be included as a condition(s) of the extension.
- f. Payment of the Hearing Examiner Fee as provided by the City of Sultan Annual Fee Schedule.
8. Upon receipt of a written extension request, the community development director shall schedule review of the application with the Hearing Examiner as provided in 16.10.150 B. The Applicant, the City, and the public shall be allowed to present brief verbal statements at a hearing according to provisions of SMC 2.26.090 through 2.26.120.
9. To approve an extension, the Hearing Examiner shall find that the proposed extension is supported by the information presented for review, and that the Draft Developer Agreement, or City-proposed conditions for extension are appropriate. Approval of any extension under this provision shall include specific recitation of any conditions required to bring the subject preliminary plat into conformance with City development standards as described in Section 16.28.350 D. 6. c. above.
10. If the extension is approved by the Hearing Examiner, the community development director shall notify the applicant in writing of the expiration of the initial 12-month extension and the granting of the 24-month extension including the date on which this extension expires.

Attachment A - Proposed Amendments to Sultan Municipal Code Title 16

16.112.060 Collection of impact fees.

The impact and administrative fees imposed under this code and identified in the city of Sultan's current fee schedule shall be due and payable at the time of issuance of a building permit for the development or issuance of an installation permit for a manufactured home or building. (Ord. 820-03 § 1; Ord. 630 § 2[16.13.060], 1995)

- A. Prior to July 1, 2012, at the time of issuance of any single family residential building permit for a lot within a PUD, subdivision or short-subdivision that is being constructed for resale, the applicant may elect to record a covenant against the title to the property that requires payment of park and transportation impact and administrative fees imposed under this code prior to the issuance of the certificate of occupancy for the unit.
- B. Under no circumstances will a building permit be issued under 16.112.060(1) until proof of the recorded covenant is accepted by the community development director, which acceptance will not be unduly withheld. Furthermore, the permitted unit shall not be occupied or a certificate of occupancy issued until the impact and administrative fees are paid in full. The applicant will pay the impact fee rate in effect at the time of payment.



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April 20, 2010

Planning Commission
City of Sultan
319 Main Street
Sultan, WA 98294

Dear Planning Commissioners,

On behalf of over 3,800 member companies of the Master Builders Association of King and Snohomish Counties (MBA), I am writing to comment on item H-1/A-1 on the agenda this evening, titled "Permit Extensions and Impact Fee Payments."

MBA supports the proposal to extend preliminary subdivision approvals.

Extending the time period that homebuilders have to file for and complete final plats is a key component to stabilizing our troubled real estate sector, as well as our local financial institutions. Beyond the news regarding the troubled housing market that we are all familiar with, a difficulty just as challenging exists in the ability to obtain construction financing. Commonly known as AD&C loans (Acquisition, Development and Construction), homebuilders that are ready to proceed with projects simply cannot because of the ongoing credit crunch.

These extensions will give applicants a longer period of time to secure funding and obtain necessary building permits to fully complete their projects. In addition, these extensions are crucial to help prevent lending institutions from assuming the role of developer. When a permit approval expires, the lender assumes greater risk and potential loss. A lending institution may be forced to invoke an "impairment of security clause" to protect itself. While the lender and borrower may seek to work together to avoid that scenario, the lender must protect its position. The clock is always ticking on development loans and financial institutions must be mindful of that.

MBA supports the proposal for impact fee deferrals.

As stated above, obtaining funding for construction projects is difficult because of the ongoing credit crunch and troubles with local lending institutions. Equally as difficult is securing funding for “soft costs”, such as permit fees, consultant studies and impact fees. These fees are not factored into development loans and often the project applicant has to front these costs to get a project started. By deferring impact fees to later in the process, applicants can then focus on securing project financing, building a quality project and then collecting the impact fees directly from the buyer prior to occupancy. This will also eliminate the carrying costs that the applicant would be responsible for in the current collection scenario, where impact fees are paid up front and often not collected until several years later.

In order to get the economy going and stabilize the local housing market, steps need to be taken to remove barriers and make it possible for projects to get funded, permitted and completed. By allowing the extension of plat approvals and deferred impact fees, the City of Sultan will have taken two very important steps towards realizing this goal.

I look forward to working with the City of Sultan on any potential regulations or future code changes. If you have any questions or comments, I can be reached directly at (425) 460-8240.

Sincerely,

Jennifer Jerabek

Jennifer Jerabek, AICP
South Snohomish County Manager

sent via electronic mail

cc: Deborah Knight, City Administrator
Robert Martin, Community Development Director

Steen Park, LLC
P.O. Box 12
Startup, WA 98293
Phone (425)268-8816

April 20, 2010

Mr. Chairman and Members of the Sultan Planning Commission
319 Main Street
Sultan, WA 98294

Dear Mr. Chairman and Members of the Sultan City Planning Commission:

Subject: Economic Stimulus Measures for the Home Building Industry

I would like to comment on the economic stimulus measures that are being considered by the City for the purpose of stimulating activity in the home building industry. It is wonderful to see the City actively consider the impact that they can make on business for the area through policy decisions. However, in order to get the most “bang for the buck” some changes should be considered to the stimulus measures that are under consideration.

As to the deferral of payment for mitigation fees, this would have real impact and give assistance if the fees were due at point of sale rather than certificate of occupancy. The whole benefit to deferring these fees is to assist with the credit crisis that builders face in trying to secure funding to build a home to sell to homebuyers. If this fee has to be paid before the home is sold the builder still faces the same problem as he does now. I understand the City’s concern with rentals and that once Certificate of Occupancy is issued the home could be occupied without the payment of the fees but I believe that this problem could be addressed through a fine or perhaps considering shutting off City service such as Water if the home becomes occupied without payment of the fees. By collecting the fees at point of sale the collection and transfer of the funds to the City and the release of the lien for mitigation fees would be handled by the Escrow service that always occurs at Point of Sale making this the most logical point of collection.

As to Plat extensions, it is more than obvious that there are a number of years of lot availability in the Sultan area. Last week Snohomish County unanimously voted to enact an ordinance that allowed further land use and building permit extensions. The measure enables applicants to extend permits associated with an underlying land use approval to run with the plat. Snohomish County granted extensions of an eight year time frame as the county has been particularly hard hit by the housing downturn and is suffering higher unemployment than other areas of the state making the longer time frame reasonable. I would ask that Sultan would take this example into consideration and recognize that the

distance from major job centers and difficulty selling homes in this area makes an eight year time frame even more reasonable in the City of Sultan.

Thank you for your consideration,

A handwritten signature in black ink that reads "Ginger York". The signature is written in a cursive style with a large, circular initial "G" and a long, sweeping tail on the "Y".

Ginger York
Vice President
Steen Park, LLC
GY

Added hr. / permit
time consuming for staff
Darcy Donovan - Permit:



PERMIT NUMBER							
				-			

801 - 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • web: www.ci.sammamish.wa.us

AFFIDAVIT OF IMPACT FEE DEFERRAL

Parcel No: _____

I/We, _____ hereby certify that I am/We
are the legal owner(s) of the Property described as _____

I/We understand that: _____

- 1) I/We am responsible for payment within 30 days of Escrow closing.
- 2) This is only for lots that will be sold upon completion of the structure.
- 3) I/We acknowledged this is not eligible for Over the Counter Process.
- 4) The city will require recording of a lien in a form approved by the City against the property to ensure payment prior to closing of sale of property.

State of _____ County of _____

On this _____ day of _____, 20____, before me, _____, the undersigned

Notary Public, _____, personally appeared and is known to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

WITNESS my hand and official seal.

Notary Public

Residing in: King County, Washington

Term Expires: _____

Property Owner: _____ Telephone No. _____

Mailing Address _____ City _____ State _____ Zip _____

Applicant _____ Telephone No. _____

Mailing Address _____ City _____ State _____ Zip _____

Signature _____ Date _____

WHEN RECORDED, RETURN TO:

City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

LIEN FOR DEVELOPMENT IMPACT FEES

Lien for the Benefit of Grantee: City of Sammamish, a municipal corporation

Persons Indebted to Grantee ("Grantor"): _____.

Reference Number(s) of Related Document(s): _____.

Legal Description (Abbreviated): _____

Full description as set forth on attached Exhibit "A."

Assessor's Tax Parcel ID Number: _____.

Application Number: _____

Notice is hereby given that pursuant to SMC 14A.15.020 and SMC 14A.20.020, the City of Sammamish (the "City") possesses a Lien for Development Impact Fees ("Lien"), including park and traffic fees ("Impact Fees"), against the above-described real property.

The principal amount of the lien is: \$ _____.

Impact fees do not vest and, therefore, are subject to change without notice; to check the current impact fee amount, please call 425-295-0500.

This amount is due and owing to the City upon closing of sale of the above-described real property by the escrow agent from the proceeds of sale.

All payments shall be made payable to the City and shall be directed to the City of Sammamish Permit Center, 801 228th Ave SE, Sammamish, WA 98075.

Upon the receipt of notification that a sale is pending and Impact Fees are to be paid, the City agrees to deposit into escrow a fully executed Release of Lien, substantially in the form attached hereto as Exhibit B.

ATTACHMENT A

(LEGAL DESCRIPTION OF PROPERTY)

The City of Federal Way has adopted a Traffic Impact Fee Program (TIF) (Ordinance 09-627) with an effective implementation date of July 1, 2010. This guideline is designed to assist the development community in understanding the Traffic Impact Fee Program.

FREQUENTLY ASKED QUESTIONS

What are Traffic Impact Fees?

Impact fees are charges based on a set fee assessed on all new development activity to pay for capital improvements that are needed to serve new development. Traffic impact fees are collected to improve the transportation system to accommodate the higher travel demand created by new development within the City limits of Federal Way. This fee will replace the existing pro-rata system.

The Revised Code of Washington (RCW 82.02.050) defines traffic impact fee programs as intended to: ensure that adequate facilities are available to serve new growth; establish standards by which new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

When is Traffic Impact Fee Due?

Traffic impact fee for all development are due and payable prior to the issuance of a building permit. However, for single family residential building permits, the applicant has the option to either pay the fee prior to issuance of a building permit or defer the payment to the time of closing of sale of each unit. With the deferral of an impact fee payment, the City would record a covenant against each property for the fee in effect at time of payment. Fees associated with filing and recording of the covenant as well as its release following payment of the fee shall be paid by the applicant.

Exemptions

Limited exemptions are established in the impact fee ordinance. Per RCW 82.02.09, any structures constructed by regional transit agencies are exempt. However, the following development activities which do not generate any new trips are excluded from the obligation to pay traffic impact fees:

- Alteration or expansion of an existing structure that does not add any square footage
- Miscellaneous improvements which do not increased p.m. peak trips, including, but not limited to fences, walls, residential swimming pools and signs;
- Demolition or removal of a structure within the City
- Miscellaneous permits such as Electrical, Fire Protection System, Mechanical, Plumbing, Right-of-way use, Shoreline and sign permits;
- Rezones, Comprehensive plan amendments, Land surface modifications, Commercial subdivisions, Boundary line adjustment and Lot line eliminations,

Will I receive credits against the impact fees for my land dedication and/or construction?

The applicant may request that a credit or credits for impact fees be awarded to him/her for the total value of system improvements, including dedications of land, improvements and/or construction provided by the applicant. Credits will be given on a case-by-case basis and shall not exceed the impact fee payable. Any claim for credit must be made before the payment of the impact fee.

Credits for the construction will be provided only if the land, improvements, and/or the facility constructed are listed as planned transportation projects in the Rate Study. No credit will be given for code-based frontage improvements or right-of-way dedications, direct access improvements to and/or within the subject development unless the improvement is part of a project listed on the Rate Study.

Can Impact Fee Adjustments be made?

Yes. The applicant may submit an independent fee calculation for the development activity. The documentation submitted must be prepared by a traffic engineer licensed in Washington State and shall be limited to adjustments in trip generation rates and lengths used in the Rate Study, and shall not include travel demand forecasts, trip distribution, transportation service areas, costs of road projects, or cost allocation procedures. The applicant will be required to pay the City on an hourly rate to cover the cost of reviewing the independent fee calculation.

Can I get a refund if my project does not proceed?

The applicant may request for a refund, including interest earned on paid impact fees when:

1. The applicant does not proceed to finalize the development activity for which the impact fees were imposed as required by statute or the Uniform Building Code, and
2. The City has not expended or encumbered the impact fees in good faith prior to the application for refund. If the City has expended or encumbered the fees in good faith, no refund will be provided. However, if within a period of three (3) years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner shall be eligible for a credit. The owner must petition the City in writing and provide receipts of impact fees paid by the owner for a development of the same or substantially similar nature on the same property or some portion thereof.

How is the impact fee determined for a change in use?

For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement, or new accessory building that generates new trips, the impact fee will be assessed based on the difference between the new uses and the prior use. If no impact fee was required for the prior use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use.

How often will Impact Fees Rates Change?

The TIF rates will be indexed every year based on a three-year moving average of the Washington State Department of Transportation Construction Cost Index. A major update with a new rate study will occur every three years to account for new projects added to the 6-Year Transportation Improvement Program (TIP) and the Capital Improvement Program (CIP).

How do I Calculate the Amount of My Impact Fee?

Traffic Impact Fees will be determined by the City at the time the impact fee is paid based on the fee schedule in effect at the time of payment. A fee schedule is included in this guideline. The TIF is assessed based on the land use category as depicted in the impact fee schedule multiplied by the per unit cost.

Total Impact Fee Cost = (Total Unit of Development x Impact Fee Rate)

Below are examples of a typical project:

Land Use Category	Size (A)	Impact Fee Rate (Per Unit Cost) (B)	Total Impact Fee Cost (A x B)
Single Family (LUC 210)	25 Dwelling Units	\$3,112 per Dwelling Unit	\$77,800
Hotel (LUC 310)	90 Rooms	\$2,078 per room	\$187,020
Retail Center (LUC 814)	8,500 sf GFA	\$2.03 per sf/GFA	\$17,255
General Office	35,000 sf GFA	\$4.71 per sf/GFA	\$164,850

The fees listed in the table do not include the three percent (3%) administrative fee. The administrative fee is not creditable or refundable, and must be paid at the same time as the impact fee.

Does this mean I will never have to prepare a Traffic Impact Analysis?

No. The impact fee only covers off-site traffic mitigation derived from planned transportation projects as listed in the Rate Study. Additional improvement may be required as determine on a case-by-case basis. The following are examples of additional requirements the applicant may need to hire an Engineer to complete:

- Parking Demand and Utilization
- Specialized Land Use and Trip Generation
- Safety analysis (Sight Distance Analysis, Queuing and Gap analysis)
- Neighborhood Traffic Impacts
- Design of Mitigation Improvements such as signals, turn lanes, access, or new roads
- Traffic impacts over 100 trips in other peak hours such as morning and weekends

Can I pay the Traffic Fee instead of the pro-rata mitigation identified in the Concurrency Analysis for my pending project?

No. Any development permit application with a concurrency application in conjunction with a complete land use application is vested to the current pro-rata mitigation system. The applicant may migrate to the impact fee system only if the existing land use application expires or is cancelled by the applicant.

Additional Information

Additional information regarding Traffic Impact Fees is available on-line at www.cityoffederalway.com or contact Sarady Long, Senior Transportation Planning Engineer (253) 835-2743 or Rick Perez, City Traffic Engineer (253) 835-2740.

Federal Way Impact Fee Components and Schedule

Land Use	ITE Land Use Code	Unit of Measure	Basic Trip Rate	New Trip %	New Trip Rate	Avg. Trip Length (miles)	Trip Length Adjustment	Impact Fee Rate	Impact Fee Rate
Cost Per Trip End						3.1		\$2,729	\$2,729
Residential									
Single Family (Detached)	210	dwelling	1.01	100%	1.01	3.5	1.129	\$3,111.94	\$3,112
Multi-Family	220, 221, 230, 233	dwelling	0.62	100%	0.62	3.7	1.19	\$2,019.46	\$2,019
Senior Housing	251	dwelling	0.31	100%	0.31	2.8	0.90	\$764.12	\$764
Mobile Home in MH Park	240	dwelling	0.59	100%	0.59	2.8	0.90	\$1,454.29	\$1,454
Commercial - Services									
Drive-in Bank	912	sf/GFA	25.82	60%	15.49	1.5	0.48	\$20.46	\$20.46
Hotel	310	room	0.59	100%	0.59	4.0	1.29	\$2,077.56	\$2,078
Motel	320	room	0.47	100%	0.47	4.0	1.29	\$1,655.01	\$1,655
Day Care Center	565	sf/GFA	12.46	75%	9.35	2.0	0.65	\$16.45	\$16.45
Library	590	sf/GFA	7.30	75%	5.48	1.7	0.55	\$8.19	\$8.19
Post Office	732	sf/GFA	11.12	75%	8.34	1.7	0.55	\$12.48	\$12.48
Service Station	944	VFP	13.87	40%	5.55	1.7	0.55	\$8,302.85	\$8,303
Service Station with Minlart	945	sf/GFA	97.08	30%	29.12	1.7	0.55	\$43.59	\$43.59
Auto Care Center	942	sf/GLA	3.38	70%	2.37	2.2	0.71	\$4.58	\$4.58
Movie Theater	444, 445	seat	0.07	85%	0.06	2.3	0.74	\$120.47	\$120
Health Club	492, 493	sf/GFA	3.53	75%	2.65	3.1	1.00	\$7.23	\$7.23
Commercial - Institutional									
Elementary School	520	sf/GFA	1.21	80%	0.97	1.7	0.55	\$1.45	\$1.45
Middle/Jr High School	522	sf/GFA	1.19	80%	0.95	2.7	0.87	\$2.26	\$2.26
High School	530	sf/GFA	0.97	80%	0.78	3.7	1.19	\$2.53	\$2.53
Assisted Living, Nursing Home	254, 620	bed	0.22	100%	0.22	2.8	0.90	\$542.28	\$542
Church	560	sf/GFA	0.55	100%	0.55	3.7	1.19	\$1.79	\$1.79
Hospital	610	sf/GFA	1.14	80%	0.91	4.0	1.29	\$3.21	\$3.21
Commercial - Restaurant									
Restaurant	931	sf/GFA	7.49	60%	4.49	3.4	1.10	\$13.45	\$13.45
High Turnover Restaurant	932	sf/GFA	11.15	60%	6.69	2.3	0.74	\$13.55	\$13.55
Fast Food Restaurant	934	sf/GFA	33.84	50%	16.92	2.0	0.65	\$29.79	\$29.79
Espresso with Drive-Through	938	sf/GFA	75.00	20%	15.00	2.0	0.65	\$26.41	\$26.41
Commercial - Retail Shopping									
Shopping Center	820	sf/GLA	3.87	70%	2.71	2.1	0.68	\$5.01	\$5.01
Supermarket	850	sf/GFA	10.50	75%	7.88	2.1	0.68	\$14.56	\$14.56
Convenience Market	851	sf/GFA	52.41	45%	23.58	1.3	0.42	\$26.99	\$26.99
Free Standing Discount Store	813, 815, 857	sf/GFA	4.67	70%	3.27	2.1	0.68	\$6.04	\$6.04
Hardware/Paint Store	816	sf/GFA	4.84	40%	1.94	1.7	0.55	\$2.90	\$2.90
Specialty Retail Center	814	sf/GFA	2.71	50%	1.36	1.7	0.55	\$2.03	\$2.03
Furniture Store	890	sf/GFA	0.45	60%	0.27	1.7	0.55	\$0.40	\$0.40
Home Improvement Superstore	862	sf/GFA	2.37	70%	1.66	2.1	0.68	\$3.07	\$3.07
Pharmacy with Drive-Through	881	sf/GFA	10.35	50%	5.18	1.7	0.55	\$7.74	\$7.74
Car Sales -New/ Used	841	sf/GFA	2.59	80%	2.07	4.0	1.29	\$7.30	\$7.30
Commercial - Office									
General Office	710, 715, 750	sf/GFA	1.49	90%	1.34	4.0	1.29	\$4.72	\$4.72
Medical Office	720	sf/GFA	3.46	75%	2.60	4.0	1.29	\$9.14	\$9.14
Industrial									
Light Industry/Manufacturing	110, 140	sf/GFA	0.97	100%	0.97	4.0	1.29	\$3.42	\$3.42
Heavy Industry	120	sf/GFA	0.68	100%	0.68	4.0	1.29	\$2.39	\$2.39
Industrial Park	130	sf/GFA	0.86	100%	0.86	4.0	1.29	\$3.03	\$3.03
Mini-Warehouse/Storage	151	sf/GFA	0.26	100%	0.26	4.0	1.29	\$0.92	\$0.92
Warehousing	150	sf/GFA	0.32	100%	0.32	4.0	1.29	\$1.13	\$1.13

City Center Impact Fee Rates										City Center Reduction Factor	City Center Impact Fee Rate	City Center Impact Fee Rate
Residential												
Multi-Family (CC)	220, 221, 230, 233	dwelling	0.62	100%	0.62	3.7	1.19	\$2,019.46	\$2,019	72%	\$1,453.68	\$1,454
Senior Housing (CC)	251	dwelling	0.31	100%	0.31	2.8	0.90	\$764.12	\$764	72%	\$550.08	\$550
Commercial - Services												
Drive-in Bank (CC)	912	sf/GFA	25.82	60%	15.49	1.5	0.48	\$20.46	\$20.46	70%	\$14.32	\$14.32
Day Care Center (CC)	565	sf/GFA	12.46	75%	9.35	2.0	0.65	\$16.45	\$16.45	70%	\$11.52	\$11.52
Library (CC)	590	sf/GFA	7.30	75%	5.48	1.7	0.55	\$8.19	\$8.19	70%	\$5.73	\$5.73
Post Office (CC)	732	sf/GFA	11.12	75%	8.34	1.7	0.55	\$12.48	\$12.48	70%	\$8.74	\$8.74
Movie Theater (CC)	444, 445	seat	0.07	85%	0.06	2.3	0.74	\$120.47	\$120	70%	\$84.00	\$84.00
Health Club (CC)	492, 493	sf/GFA	3.53	75%	2.65	3.1	1.00	\$7.23	\$7.23	70%	\$5.06	\$5.06
Commercial - Restaurant												
Restaurant (CC)	931	sf/GFA	7.49	60%	4.49	3.4	1.10	\$13.45	\$13.45	70%	\$9.42	\$9.42
High Turnover Restaurant (CC)	932	sf/GFA	11.15	60%	6.69	2.3	0.74	\$13.55	\$13.55	70%	\$9.49	\$9.49
Fast Food Restaurant (CC)	934	sf/GFA	33.84	50%	16.92	2.0	0.65	\$29.79	\$29.79	70%	\$20.85	\$20.85
Commercial - Retail Shopping												
Shopping Center (CC)	820	sf/GLA	3.87	70%	2.71	2.1	0.68	\$5.01	\$5.01	70%	\$3.51	\$3.51
Supermarket (CC)	850	sf/GFA	10.50	75%	7.88	2.1	0.68	\$14.56	\$14.56	70%	\$10.19	\$10.19
Pharmacy with Drive-Through (CC)	881	sf/GFA	10.35	50%	5.18	1.7	0.55	\$7.74	\$7.74	70%	\$5.42	\$5.42
Commercial - Office												
General Office (CC)	710, 715, 750	sf/GFA	1.49	90%	1.34	4.0	1.29	\$4.72	\$4.72	60%	\$2.83	\$2.83
Medical Office (CC)	720	sf/GFA	3.46	75%	2.60	4.0	1.29	\$9.14	\$9.14	60%	\$5.48	\$5.48

Notes:
 GFA = Gross Floor Area
 GLA = Gross Leasable Area
 CC = City Center
 For uses with Unit of Measure in sf, trip rate is given as trips per 1,000 sf
 VFP = Vehicle Furling Pointers (Maximum number of vehicles that can be loaded simultaneously)

Sacramento County Code

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[Title 16 BUILDINGS AND CONSTRUCTION](#)

Chapter 16.120 DEFERRAL OF CERTAIN IMPACT FEES FOR RESIDENTIAL PROJECTS

16.120.010 Title.

This chapter shall be known and cited as the “Deferral of Certain Impact Fees for Residential Projects.” (SCC 1399 § 9, 2008; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.020 Purpose.

The Board of Supervisors of the County of Sacramento desires to encourage the construction of residential developments in the County of Sacramento. The Board of Supervisors finds that the early payment of certain impact fees for residential development creates a barrier to such development and desires, by the adoption of this chapter, to ease such barrier by deferring the time for payment of certain fees. (SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.030 Applicable Fee Programs.

Notwithstanding any other provision of this Code, upon application and approval pursuant to Section 16.120.050 of this chapter, a qualified residential project shall pay and the following fees shall be collected pursuant to the provisions of this chapter:

- a. Antelope Public Facilities Financing Plan Area fees (excluding the administrative component) imposed pursuant to Chapter 16.80;
- b. North Vineyard Station Specific Plan Area fees (excluding the administrative component) imposed pursuant to Chapter 16.81;
- c. Vineyard Public Facilities Plan Area fees (excluding the administrative component) imposed pursuant to Chapter 16.83;
- d. Roadway and transit fees (excluding the administrative component) imposed pursuant to Chapter 16.87. (SCC 1399 § 10, 2008; SCC 1165 § 3, 2000; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.040 Definitions.

- a. “Administrator” means the Administrator of the Municipal Services Agency or his or her designee.
- b. “Applicant” means the owner or owners of record of the real property for which a fee deferral is sought pursuant to this chapter. (SCC 1399 § 11, 2008; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.050 Fee Deferral Program.

- a. Application. A residential development project may file an application with the Municipal Services Agency to request deferral of any of those fees enumerated in Section 16.120.030 of this chapter.
- b. Ten Percent Down Payment. At the time of building permit issuance or the time of improvement plan approval, the Applicant shall pay ten (10) percent of the amount of all fees included in the application request for each individual lot for which a building permit or improvement plan approval is sought. Said payment shall be in addition to any and all required fee deferral application and administrative processing fees.

c. Security—Recordable Memorandum. Deferral of fees pursuant to this chapter shall be acknowledged by a recordable memorandum, agreement, or other writing satisfactory to the Administrator and approved by the County Counsel. Said memorandum shall be recorded prior to issuance of building permits.

d. Other Requirements. All of the following requirements must be satisfied prior to approval of a fee deferral:

- (1) submittal to the Municipal Services Agency of a complete application;
- (2) deposit of all application and administrative fees pursuant to Section 16.120.090; and
- (3) recordation of memorandum pursuant to subsection (c).

e. Single-Family 15-Month Maximum Deferral. Fees that are approved for deferral for a single-family residential project pursuant to this chapter shall be due and payable at the close of escrow of each individual lot within the project. The maximum fee deferral period for any and all lots within a single-family residential project is fifteen (15) months from the date of issuance of permits subject to fee deferral. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to Section 16.120.060 and payment of the fees deferred shall be undertaken pursuant to the provisions set forth in the executed memorandum agreement entered into for the subject property pursuant to subsection (c).

f. Multi-Family 15-Month Maximum Deferral. Fees that are approved for deferral for a multi-family residential project pursuant to this chapter shall be due and payable upon the close of permanent loan financing. The maximum fee deferral period is fifteen (15) months from the date of issuance of permits subject to fee deferral. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to Section 16.120.060 and payment of the fees deferred shall be undertaken pursuant to the provisions set forth in the executed memorandum agreement entered into for the subject property pursuant to subsection (c).

g. Deferral Non-Transferable. The approval of a fee deferral pursuant to this chapter for a residential project shall not be transferable to another project regardless of whether the Applicant is the same for both projects or whether the other project is also a qualified residential project. (SCC 1399 § 12, 2008; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.060 Interest.

For residential projects, which have been approved for a deferral of fees pursuant to this chapter, no interest shall accrue during the period of deferral. However, in the event fees are not paid at the time required by this chapter, a penalty equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds, computed on the unpaid amount from the date of execution of the deferral agreement to time of payment, shall be due and payable. (SCC 1399 § 13, 2008; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.080 Fee Deferral Application and Administrative Processing Fees.

A non-refundable administrative processing fee of three hundred fifty dollars (\$350.00) is hereby established for payment at the time of each individual building permit issuance for the purpose of funding the costs of administering the fee deferral program established by this chapter. These fees may from time to time be revised by the Administrator to recover the costs of administering the program. (SCC 1399 § 15, 2008; SCC 1121 § 1, 1998; SCC 1069 § 1, 1997.)

16.120.090 Recordation Costs.

All costs of recordation of documents required pursuant to this chapter shall be paid by the Applicant. (SCC

NO FEE PER GOVERNMENT CODE 6103

WHEN RECORDED RETURN TO:

Attn: Susan Wright
Administrative Services Officer II
Accounting & Fiscal Services Division
County of Sacramento
827 7th Street, Room 304C
Sacramento, CA 95814

Mail Code: 01-304C
Phone: (916) 876-6285

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Process to Complete Deferral of Impact Fees for Residential Projects:

- 1) Complete this form with assistance from County fee calculation staff. This is highly encouraged to assure complete and correct calculation of fees.
- 2) Include or attach real property legal description.
- 3) The property owner must sign with the signature notarized.
- 4) Take the completed, signed, notarized form to the Technical Resources Division, 827 7th Street, First Floor, and pay \$350 administrative processing fee per permit plus the required 10% of impact fees.
- 5) Technical Resources will verify the completion of the form, accept payment, issue permits, and retain the original form for recording as a lien on the property.
- 6) Upon recording, a copy of the form will be forwarded to the address provided by you on page 2 of the form.
- 7) Questions may be addressed to Susan Wright, Fee Deferral Administrator, 876-6285 or wrights@saccounty.net.

AGREEMENT TO PAY DEFERRED IMPACT FEES FOR RESIDENTIAL PROJECT

County of Sacramento (SCC Chapter 16.120)

With regard to certain impact fees for residential projects otherwise due at the issuance of building permits and/or improvement plans, which are to be deferred pursuant to the above-referenced impact fee deferral program for residential projects, the undersigned PROPERTY OWNER does hereby agree to pay the outstanding fee balance listed below in accord with the terms specified below to the County of Sacramento.

AFFECTED PROPERTY

The PROPERTY OWNER holds fee title to the following real property located in the unincorporated are of the County of Sacramento and consisting of one or more parcels for which impact fees are to be deferred and which collectively is encumbered by the outstanding fee balance until each parcel is released upon payment of the allocable amount to the above-noted government agency:

Subdivision Name / Recorded Map Book and Page: _____

Subdivision Lot(s): _____

Assessor's Parcel Number(s): _____

Additional Legal Description: _____

(if attached as Exhibit A, the legal description is incorporated herein by reference)

Street Address: _____

FEES PAID AND AMOUNT DEFERRED

The below-listed impact fees, excluding administrative components, are the subject of this Agreement:

- County – Antelope Public Facilities Financing Plan Area Fees (SCC 16.80)
- County – North Vineyard Station Specific Plan Area Fees (SCC 16.81)
- County – Vineyard Public Facilities Plan Area Fees (SCC 16.83)
- County – Transportation Development Fees (SCC 16.87)

Total Fee Due: \$ _____

Portion of Above-Referenced Impact Fees Paid (must be at least 10% of total): \$ _____

Outstanding Balance (to be deferred by this Agreement) \$ _____

(In addition, an Application/Administrative Processing Fee of \$350 per permit is due with submittal of this Agreement.)

TERMS FOR PAYMENT

The share of the outstanding fee balance indicated above allocable to each parcel listed above is due and payable to the above-noted government agency the earlier of:

- (1) Close of escrow for the initial sale of that single family or condominium residential parcel or at the close of escrow for permanent loan financing of that rental multiple family residential parcel, or
- (2) Fifteen (15) months from the date of issuance of permits subject to fee deferral.

Determination of the allocable share of the total deferred fee for each individual parcel shall be obtained via a demand for payment by the title company processing the sales transaction by contacting the County of Sacramento, Municipal Services Agency, Accounting & Fiscal Services Division at the address/phone number to which this recorded agreement is to be sent, above. In the event that no close of escrow for sale or permanent loan financing occurs within the above-referenced fifteen (15) months for some or all of the parcels, the property owner will be invoiced for the allocable share of the outstanding fee balance for each parcel still so held.

A penalty at the County of Sacramento treasury pool interest rate computed on the unpaid balance, from the date of execution of this agreement, will accrue in the event that deferred fees are not paid at the time required. Failure to pay will result in an administrative hold on subsequent building permits requested by the property owner.

EXECUTION BY GOVERNMENT AGENCY:

The undersigned is a designated agent of the Administrator of the County of Sacramento Municipal Services Agency.

- Check to Confirm at least 10% Paid and Initial: _____
- Check to Confirm Payment of \$350 Application/Administrative Processing Fee Per Permit and Initial: _____
- Enter Accela Case Number(s): _____

By (signature): _____ Date: _____

Printed Name: _____ Title: _____

EXECUTION BY PROPERTY OWNER(S):

Mailing Address for Notices to Legal Owner(s):

Owner(s) Name(s): _____
 Street or P.O. Box: _____
 City, State, Zip Code: _____

The undersigned is/are the legal owner(s) of the property indicated above and acknowledge(s) responsibility to pay to the outstanding fee balance indicated above according to the terms for payment noted herein.

Legal Owner Signature(s) – **Each property owner signature MUST be notarized.**

(signature) (printed name) (date)

(signature) (printed name) (date)

(signature) (printed name) (date)

ORDINANCE NO. 1108

**AN ORDINANCE OF THE CITY OF FOLSOM ADDING CHAPTER 16.80
TO THE FOLSOM MUNICIPAL CODE RELATING TO
DEFERRAL OF CERTAIN DEVELOPMENT IMPACT FEES**

The City Council of the City of Folsom hereby does ordain as follows:

SECTION 1 PURPOSE

The purpose of this ordinance is to amend the Folsom Municipal Code to allow deferral of certain development impact fees for eligible new residential and commercial construction projects in the City of Folsom.

The Mitigation Fee Act (Government Code Sections 66000 *et seq.*) authorizes the City to adopt and regulate monetary exactions for the purpose of defraying all or a portion of the public facility costs relating to a development project. The development impact fees are charged as a condition of approval and are used to alleviate the effects of development on the community by financing public improvements, services, or programs that bear a reasonable relationship to the development. Many cities, such as the City of Folsom, require applicants to pay mitigation fees as a precondition to issuing a building permit. The City may determine when such fees are to be paid.

The City's development impact fees include, but are not limited to, the Solid Waste Capital Improvement Service Charge (Chapter 3.20), the Capital Improvement New Construction Fee (Chapter 3.80), the Park Improvement Fund (Chapter 4.10), the Humbug-Willow Creek Fee (Chapter 4.12), the Light Rail Transportation Service Fee (Chapter 10.50), the Transportation Improvement Fee (Chapter 12.04), the Water Impact Fee (Chapter 13.30), and the Drainage Facility Improvement Charges (Chapter 17.95).

This ordinance alleviates certain barriers to development, in light of the challenges facing the real estate development industry in a fluctuating market economy, by allowing eligible applicants to defer certain development impact fees.

SECTION 2

Chapter 16.80 is hereby added to the Folsom Municipal Code to read as follows:

Chapter 16.80

TEMPORARY DEFERRAL OF DEVELOPMENT IMPACT FEES

16.80.010 Findings and purpose.

The City Council finds that the challenges facing the real estate industry in an unstable and fluctuating market pose a significant concern for growth and economic development within the City. The purpose of this Chapter is to provide a limited duration

temporary economic stimulus incentive to new development projects within the City by allowing eligible applicants to defer certain development impact fees.

16.80.020 Definitions.

The following words and phrases are defined for purposes of this Chapter as follows:

“Applicant” means the owner or owners of record of the real property for which a fee deferral is sought pursuant to this Chapter.

“Code” means the Folsom Municipal Code.

“Commercial” means those business activities which are permitted or allowed in the BP, C-1, C-2, C-3, or CH zoning districts as set forth in Title 17 of this Code.

“Director” means the Director of the Community Development Department of the City.

“Eligible Applicant” means an Applicant meeting the Eligibility Criteria for deferral of impact fees.

“Eligibility Criteria” means an objective standard established by the Director with concurrence of the City Manager, which may be amended from time to time as deemed necessary, used to determine appropriateness for incentives under this Chapter.

“Fee Deferral Agreement” means an agreement, including a deed of trust, by and between the Applicant and the City acceptable to the City Attorney, which is a prerequisite requirement for approval for any fee deferral under this Chapter.

“Subject Property” means the real property owned by the Applicant subject to the Fee Deferral Agreement.

“Residential” means those activities which are permitted or allowed in the R-1-L, R-1-ML, R-1-M, R-2, R-3, R-M, R-4, or residential PD zoning districts as set forth in Title 17 of this Code.

16.80.030 Deferral of development impact fees for residential projects.

A. Notwithstanding any other provisions of this Code, some or all of the development impact fees imposed on new Residential buildings and structures located in the City may, upon application by an Eligible Applicant and approval of the Director, be deferred subject to the provisions set forth below without incurring interest. Fees eligible to be deferred shall be set by Resolution of the City Council.

B. Prior to the City’s consideration of an application for deferral of impact fees, the Applicant shall provide to the Director, at the Applicant’s sole cost and expense, a current preliminary title report on the Subject Property.

C. No deferral shall be effective until the Applicant provides proof of payment demand for the deferred fees in favor of the City to an escrow company and executes a Fee Deferral Agreement, approved by the City Manager and in a form acceptable to the City Attorney, which shall be recorded as a lien against the Subject Property with a deed of trust until all deferred impact fees are paid.

D. The maximum deferral period shall be:

1. Two years from the date of issuance of the building permit for the Subject Property or upon the close of escrow or occupancy of said property, whichever occurs first, if a first priority lien is recorded against the Subject Property in favor of the City under subsection C above; or

2. One year from the date of issuance of the building permit for the Subject Property or on the date of the final inspection of said property, whichever occurs first, if the lien recorded under subsection C above is not a first priority lien.

E. Subject to review and approval by Resolution of the City Council, the Eligibility Criteria for deferral of impact fees shall be established by the Director, which may be amended from time to time as deemed necessary.

F. Notwithstanding any provision to the contrary, should the deferred impact fees not be paid at the time when they become due and payable:

1. Interest on unpaid fees subject to the Fee Deferral Agreement shall accrue from the date of issuance of the initial building permit until the deferred impact fees and all accrued interest is paid, at the annual rate of interest which the City earns on its investment of pooled funds; and

2. An additional \$1,000.00 shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application; and

3. The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Subject Property and/or civil judgment against the Applicant for breach of the Fee Deferral Agreement and/or the security provided hereunder.

16.80.040 Deferral of development impact fees for commercial projects.

A. Notwithstanding any other provisions of this Code, some or all of the impact fees imposed on new Commercial buildings and structures located in the City may, upon application by an Eligible Applicant and approval of the Director, be deferred on a case-by-case basis. Fees eligible to be deferred shall be set by Resolution of the City Council.

B. Interest on unpaid fees subject to the Fee Deferral Agreement shall accrue from the date of the building permit until the deferred impact fees and all accrued interest is paid, at the rate agreed to between the Applicant and the City, which shall not be less than the annual rate of interest which the City earns on its investment of pooled funds.

The deferred impact fees shall be paid within the deferral period, which shall not exceed 18 months from the date of issuance of the building permit, or on the date of the final inspection, whichever occurs first.

C. Prior to the City's consideration of an application for deferral of impact fees, the Applicant shall provide to the Director, at the Applicant's sole cost and expense, a current preliminary title report on the Subject Property.

D. No deferral shall be effective until the Applicant provides proof of payment demand for the deferred fees in favor of the City to an escrow company and executes a Fee Deferral Agreement, approved by the City Manager and in a form acceptable to the City Attorney, which shall be recorded against the Subject Property with a deed of trust as a lien against the Subject Property until all deferred impact fees are paid. The schedule for repayment of deferred fees shall be provided in the Fee Deferral Agreement.

E. Subject to review and approval by Resolution of the City Council, the Eligibility Criteria for deferral of impact fees shall be established by the Director with concurrence of the City Manager, which may be amended from time to time as deemed necessary.

F. Notwithstanding any provision to the contrary, should the deferred impact fees not be paid at the time when they become due and payable:

1. All remaining and unpaid impact fees shall be accelerated and become immediately due and payable; and

2. An additional \$1,000.00 shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application; and

3. The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Subject Property and/or civil judgment against the Applicant for breach of the Fee Deferral Agreement and/or the security provided hereunder.

16.80.050 Subordination.

The lien recorded in favor of the City against the Subject Property under the Fee Deferral Agreement shall not be subordinated.

16.80.060 Applicability.

This Chapter and the incentives derived hereunder shall apply only to new development projects that have not obtained a building permit from the City at the time this Chapter is adopted by the City Council. This Chapter shall remain in effect until June 1, 2009, and as of that date is repealed unless a City Council Resolution adopted before June 1, 2009 extends that date for a period not to exceed six months.

SECTION 3

Except as set forth in this ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 4 SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City of Folsom.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on April 22, 2008, and the second reading occurred at the regular meeting of the City Council on May 13, 2008.

On a motion by Vice Mayor Miklos, seconded by Council Member Howell, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 13th day of May, 2008 by the following vote, to wit:

AYES: Council Member(s): Miklos, Morin, Starsky, Howell, King

NOES: Council Member(s): None

ABSENT: Council Member(s): None

ABSTAIN: Council Member(s): None


Eric S. King, MAYOR

ATTEST:


Christa Schmidt, CITY CLERK

Effective: June 12, 2008

Repealed: This Chapter shall remain in effect until June 1, 2009, and as of that date is repealed unless a City Council Resolution adopted before June 1, 2009 extends that date for a period not to exceed six months.



CITY OF FOLSOM
APPLICATION FOR DEFERRAL OF
DEVELOPMENT IMPACT FEES

NAME OF APPLICANT: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

PROJECT NAME: _____

ESCROW COMPANY: _____

ESCROW OFFICER & CONTACT INFO: _____

The undersigned Applicant seeks a fee deferral of the above-referenced project and proposes to enter into a Fee Deferral Agreement to be recorded against the affected property as a:

OR:

_____ Initial	First deed of trust priority lien
------------------	-----------------------------------

_____ Initial	Other than first priority lien
------------------	--------------------------------

The Applicant represents the following: (PLEASE REVIEW AND INITIAL)

_____ Initial	The Applicant has reviewed the fee deferral provisions of Chapter 16.80 of the Folsom Municipal Code and understands the deferral time periods, those fees which are due and payable at the time of building permit, and those which may be deferred
_____ Initial	The Applicant has not had a foreclosure on any of its properties in the past four years

_____ Initial	The Applicant has not had any bankruptcy filing in the past four years
_____ Initial	The Applicant has no outstanding and unsatisfied Civil Judgment

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Signature

Print Name

Title

Company



CITY OF FOLSOM
ADMINISTRATIVE APPROVAL FOR
DEFERRAL OF DEVELOPMENT IMPACT FEES

NAME OF APPLICANT: _____

COMPANY: _____

PROJECT NAME: _____

Upon review and consideration of Application for Deferral of Development Impact Fees, the following impact fees are eligible for deferral under Chapter 16.80 of the Folsom Municipal Code:

- | | | |
|--------------------------|---|---------------|
| <input type="checkbox"/> | Sewer Connection Fee (Ch. 13.25) | Amt: \$ _____ |
| <input type="checkbox"/> | Water District Fee – Water Use (Ch. 3.20) | Amt: \$ _____ |
| <input type="checkbox"/> | Water District Fee – Buy-in Equity (Reso. 5494) | Amt: \$ _____ |
| <input type="checkbox"/> | Water District Fee – Connection Fee (Ch. 13.24)
(50% deferrable) | Amt: \$ _____ |
| <input type="checkbox"/> | Water Impact Fee (Ch. 13.30) | Amt: \$ _____ |
| <input type="checkbox"/> | Drainage Facility Improvement Charges (Ch. 17.95) | Amt: \$ _____ |
| <input type="checkbox"/> | Solid Waste Capital Improvement Service Charge (Ch. 3.20) | Amt: \$ _____ |
| <input type="checkbox"/> | Waste Management Fee (Ch. 8.30) | Amt: \$ _____ |
| <input type="checkbox"/> | Capital Improvement New Construction Fee (Ch. 3.80) | Amt: \$ _____ |
| <input type="checkbox"/> | Transportation Improvement Fee (Ch. 12.04)
(a.k.a. Major Road Fee) | Amt: \$ _____ |
| <input type="checkbox"/> | Transportation Systems Management Fee (Reso. 2765) | Amt: \$ _____ |
| <input type="checkbox"/> | Facilities Augmentation Fee – General (Ch. 3.40) | Amt: \$ _____ |
| <input type="checkbox"/> | Facilities Augmentation Fee – Critical (Ch. 3.40) | Amt: \$ _____ |
| <input type="checkbox"/> | Park Improvement Fund (Ch. 4.10) | Amt: \$ _____ |
| <input type="checkbox"/> | Park Equipment (Ch. 3.80) | Amt: \$ _____ |

- | | | |
|--------------------------|---|---------------|
| <input type="checkbox"/> | Housing Trust Fund (Ch. 3.90)
(nonresidential development projects only) | Amt: \$ _____ |
| <input type="checkbox"/> | Light Rail Transportation Service Fee (Ch. 10.50) | Amt: \$ _____ |
| <input type="checkbox"/> | School Mitigation Fee (Ch. 17.100) | Amt: \$ _____ |
| <input type="checkbox"/> | Humbug-Willow Creek Fee (Ch. 4.12) | Amt: \$ _____ |
| <input type="checkbox"/> | Other: _____ | Amt: \$ _____ |
| <input type="checkbox"/> | Other: _____ | Amt: \$ _____ |

Total Deferred Impact Fees = \$ _____

Deferred impact fees are subject to the provisions of the Folsom Municipal Code and the terms and conditions of the Fee Deferral Agreement to be executed by the Applicant.

Dated: _____

 Director
 Community Development Department
 City of Folsom



CITY OF FOLSOM
ADMINISTRATIVE DENIAL FOR
DEFERRAL OF DEVELOPMENT IMPACT FEES

NAME OF APPLICANT: _____

COMPANY: _____

PROJECT NAME: _____

Upon review and consideration of an Application for Deferral of Development Impact Fees, it is determined that the Application should be denied and it is hereby denied due to the Applicant not meeting the following Eligibility Criteria established pursuant to Chapter 16.80 of the Folsom Municipal Code:

- The Applicant has had one or more of its properties foreclosed within the past four years.
- The Applicant has filed for bankruptcy protection within the past four years.
- The Applicant has an outstanding Civil Judgment.
- Other: _____
- Other: _____

Dated: _____

Director
Community Development Department
City of Folsom

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Folsom
City Clerk
50 Natoma Street
Folsom, CA 95630

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

**AGREEMENT AFFECTING REAL PROPERTY AND
CREATING A LIEN TO SECURE PAYMENT OF DEFERRED
RESIDENTIAL DEVELOPMENT IMPACT FEES**

With regard to certain residential development impact fees, otherwise due at the issuance of building permits, which have been deferred pursuant to Chapter 16.80 of the Folsom Municipal Code, the undersigned PROPERTY OWNER does hereby agree to pay the outstanding fee balance in the amount of \$ _____ to the CITY OF FOLSOM, a California Charter Municipal Corporation, herein called "City," in accord with the terms specified below.

1. AFFECTED PROPERTY

The PROPERTY OWNER holds fee title to the real property commonly known as _____, and more fully described on Exhibit "A" attached hereto and incorporated herein by reference, consisting of one or more parcels for which development impact fees have been deferred and which collectively is encumbered by the outstanding fee balance indicated above until each parcel is released upon payment of the allocable amount to the City (the "Affected Property").

2. LIEN CREATED

The PROPERTY OWNER hereby grants to City a lien against the Affected Property described in Exhibit "A." Said lien is intended to guarantee the payment in full, plus accrued interest, processing fees, and the cost of collection, if applicable, of the deferred development impact fees.

3. PAYMENT DEMAND

The PROPERTY OWNER agrees to provide, within 5 business days following the mutual execution of this Agreement, proof of payment demand in favor of the City to an escrow company for the amount of the fees deferred referenced in this Agreement. The PROPERTY OWNER further agrees that failure to provide said payment demand within said time frame shall constitute a material breach of this Agreement and shall cause all impact fees deferred under this

Agreement to become due and immediately payable at the time of issuance of the first building permit for any parcel within the Affected Property.

4. TERM OF PAYMENT

A. First Priority Lien

Should the lien created under this Agreement be recorded as a first priority lien against the Affected Property, the outstanding fee balance, allocable in equal shares to each parcel listed above, shall be due and payable to the City either at the close of escrow or occupancy of a structure constructed on said parcel, whichever occurs first, but in no event later than two years from the date of issuance of the building permit for that parcel.

B. Other Than First Priority Lien

Should the lien created under this Agreement not be recorded as a first priority lien against the Affected Property, the outstanding fee balance, allocable in equal shares to each parcel listed above, shall be due and payable to the City on the date of the final inspection of a structure constructed on said parcel, or one year from the date of issuance of the building permit for that parcel, whichever occurs first.

5. INTEREST AND FEES

No interest or processing fee shall apply if the deferred impact fees are paid in full when they become due. However, should the deferred fees not be paid when due and payable, or should the PROPERTY OWNER be in breach of any provision of this Agreement: (a) interest shall accrue on all unpaid fees from the date of issuance of the first initial building permit until the deferred fees and all accrued interest is paid; and (b) an additional One Thousand Dollars (\$1000.00) shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application. If assessed, interest shall be at the annual rate of interest which the City earns on its investment of pooled funds.

6. SUBORDINATION

The lien created hereunder shall not be subordinated.

7. RELEASE OF LIEN

Upon full payment of all deferred impact fees and accrued interest to City and complete satisfaction of all terms and conditions of this Agreement by the PROPERTY OWNER, the City shall promptly release the lien created hereunder by executing a lien release in substantial form as shown in Exhibit "B."

8. COLLECTION

The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the

Affected Property and/or civil judgment against the PROPERTY OWNER for breach of this Agreement and/or the security provided hereunder. As part of the obligation secured hereby and in addition to the amount of the deferred fees stated above, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

9. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. Any person or entity seeking assignment or transfer of this Agreement shall meet all of the terms and conditions under this Agreement, Chapter 16.80 of the Folsom Municipal Code, and the Resolutions of the City Council adopting standards for the fee deferrals. Assignment shall not be effective until the proposed assignee/transferee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the PROPERTY OWNER under this Agreement. Any assignment or transfer not in strict compliance with this provision shall: (a) be null and void; (b) constitute a material breach of this Agreement; and (c) cause all impact fees deferred under this Agreement to become due and immediately payable at the time of the attempted assignment or transfer.

10. GOVERNING LAW

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.

11. WAIVER

In the event that either City or PROPERTY OWNER shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

12. INTEGRATION

This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

13. MODIFICATION AND AMENDMENT

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

16. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

EXECUTION BY PROPERTY OWNER(S):

The undersigned is/are the legal owner(s) of the property indicated above and acknowledge(s) responsibility to pay to City the outstanding fee balance indicated above according to the terms for payment:

Legal Owner Signature: _____

Legal Owner Name: _____ Date: _____

Acknowledgment: _____

Legal Owner Signature: _____

Legal Owner Name: _____ Date: _____

Acknowledgment: _____

Legal Owner Signature: _____

Legal Owner Name: _____ Date: _____

Acknowledgment: _____

CITY OF FOLSOM, A Municipal Corporation:

Date Kerry L. Miller, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Schmidt, City Clerk Date James W. Francis, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

David Miller, CDD Director Date Bruce C. Cline, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

State of California)

)ss.

County of)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
LIEN RELEASE FORM

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Folsom
City Clerk
50 Natoma Street
Folsom, CA 95630

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

RELEASE OF LIEN UPON REAL PROPERTY

WHEREAS, on _____,
("Grantor") and the City of Folsom, a California Charter Municipal Corporation ("Grantee"),
entered into an Agreement Affecting Real Property And Creating A Lien To Secure Payment Of
Deferred Residential Development Impact Fees (the "Agreement"), which Agreement was
recorded as Document No. _____ in the Official Records of Sacramento County on
_____; and,

WHEREAS, Grantor has satisfied the conditions for a release of lien encumbering certain
parcels under said Agreement.

NOW THEREFORE, the Grantee hereby releases all of its right, title, and interest to the
lien in the real property described in Exhibit "A" attached hereto.

CITY OF FOLSOM, A Municipal Corporation:

Date

Kerry L. Miller, City Manager

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Christa Schmidt, City Clerk

Date

Bruce C. Cline, City Attorney

Date

EXHIBIT A TO LIEN RELEASE

LEGAL DESCRIPTION

NOTE TO STAFF: NOT ALL PARCELS MAY BE SUBJECT TO RELEASE. RELEASE ONLY PARCELS THAT HAVE PAID THE DEFERRED IMPACT FEES. PLEASE SPECIFY WHICH PARCEL IS TO BE RELEASED

RECORDING REQUESTED BY

CITY OF FOLSOM

When Recorded Mail To:

CITY OF FOLSOM
ATTN: CITY CLERK
50 Natoma Street
Folsom, CA 95630

No fee for recording pursuant to Gov't Code 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(With Acceleration Clause)**

This DEED OF TRUST, made _____, between
_____, herein called TRUSTOR, whose address is _____,
_____, a California corporation, herein called TRUSTEE, and
THE CITY OF FOLSOM, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property described as:

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the sum of (\$ _____) with interest thereon according to the terms of an Agreement Affecting Real Property and Creating a Lien to Secure Payment of Deferred Commercial/Residential Development Impact Fees of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note or agreement evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs; fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed and said note or agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating all sums secured hereby have been paid, and surrender of this Deed and said note or agreement to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such — reconveyance of any matters or facts shall be conclusive proof of

the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note or agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note or agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (9) That Trustee Accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Signature of Trustor(s)

Dated :

State of California)
)ss.

County of)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

REQUEST FOR FULL RECONVEYANCE

TO ESCROW HOLDER, TRUSTEE:

The undersigned is the legal owner and holder of the note or agreement, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or agreement, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or agreement above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note or agreement and Reconveyance to: _____

Do not lose or destroy this DEED OF TRUST or the NOTE or AGREEMENT which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Master Builders Association of King & Snohomish Counties
Economic Stimulus – Permit Extension Ordinances
Last Updated: 2/19/2010

County	Permit Extensions	Short Plats	Plats	Passage Date	Effective Date	Sunset Date	Notes	GA Manager
King County	Also includes 1-year extension for building permits.	Extension to 7-years	Extension to 7-years	5/11/09	Now in effect	12/31/11	Applies to permits approved between 12/1/03-1/1/10	David
Snohomish County	Short Plat and Subdivision extensions approved. Building permit extension ordinance forthcoming.	Up to 3-year extension	Up to 3-year extension	6/3/09	Now in effect	12/31/2010	Upon request once fees are paid	Mike
	Bond Reform Passed			8/26/09	Now in effect	None	Performance and Warranty Bonds Lowered from 150% to 110%	Mike
Snohomish County	Building Permit Extensions			2010		12/31/2010	Council action January of 2010	Mike
Pierce County	2-year extension for active building permits, vesting rights, land use, subdivision, and other development applications & approvals.	2-year extension	2-year extension	12/2/08	1/1/09	7/1/09	Requests must be submitted between 1/1/09 and 6/30/09	Pierce County MBA

SC - Cities	Permit Extensions	Short Plats	Plats	Passage Date	Effective Date	Sunset Date	Notes	GA Manager
Bothell	Plats, building, grading, CUP, PUD, bond rate changes. Retroactive to June 1, 2008, sunsets December 31, 2010 Part of 2009 Comp Plan Docket	12- month extension	12- month extension	7/21/09	6/1/08 (retroactive)	12/31/10	Critical area bonds reduced from 5 years down to 3 years.	Jennifer
Edmonds	Building Permits now valid for 360 days + 360 day extension. Looking at permanently removing landscaping bonds, extending design review and reducing parking standards.	Extend design review from 18 to 30 months or allow two 1-year extensions	-	10/28/08	11/7/08	11/7/10	Building permit progress inspections waved when extension is requested	Jennifer
Everett	Extended short plats + binding site plans to 5 years + 1 year extension. Previously, both short plats and binding site plans were only valid for 3 years, with no extension.	5 + 1	5 + 1	11/25/09	Now in effect	-	11/9/09 1 st reading 11/25/09 final action	Jennifer
Everett	Process II + III Land Use Approvals now valid for 24 months + two 1-year extensions.	-	-	3/4/09	3/24/09	12/31/11	Must request in writing within first 24 months	Jennifer
Lynnwood	Applies to ADU, CUP, design review, variance and short	2+1-year	valid 5 years	2/8/2010	2/		Request by 3/30/2010	Jennifer

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	plats.	extension						
Mill Creek	Mayor has expressed support.	In progress	In progress	tbd	tbd	tbd	7/28/09 study session	Jennifer
Monroe	3-year plat extensions and 2-year zoning code extensions. Council to discuss reactivating expired permits 1/5/2010	3- year extension	3- year extension	8/4/09	9/06/09	9/6/10	Must request in writing	Jennifer
Snohomish	Planning Commission voted for extensions at 12/2 meeting. Proposed 3 year extension for plats + short plats.	3-yearly extensions	3-yearly extensions	2/2/2010	Now in effect	1/1/2013	Request 60-150 days prior to expiration	Jennifer
Sultan	Mayor expressed support, MBA sent examples. Currently city reviews each expiring plat on a case-by-case basis.	Case by case	Case by case	-	-	-		Jennifer
Marysville	Plats, short plats, building permits and conditional use permits all included.	Proposed 36-month extension	Proposed 36-month extension	7/27/09	Now in effect	12/31/11	Passed Planning Commission 6-23-09	Mike
Marysville	School Impact Fees – Discount Rate increased to 50%			12/15/09	Now In effect	None	Passed City Council 6-1	Mike
Arlington	Impact Fee Deferral – Change from application to building permit. MBA advocating even later – point of sale						Currently at Council Workshop level	Mike

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KC - Cities	Permit Extensions	Short Plats	Plats	Passage Date	Effective Date	Sunset Date	Notes	GA Manager
Auburn	Previously, a building permit was good for two years with no possibility to extend that time. Two years remains the time a building permit is viable, but now six-month extensions will be allowed through a request in writing after two years.	Administrative	Administrative	Sept	Oct	-	Upon Request	Garrett
Federal Way	Extensions approved to 5-years with potential to extend further	9 units or less	Complete	Oct	Oct	-	SEPA thresholds raised to state maximums Traffic impact fees collected at sale	Garrett
Kent	2-year extension, automatic; 4-years total	2-year extension, automatic; 4-years total	Currently 4 years total	4/09	4/09	12/31/10	Kent wants to implement projects with new development standards. The 4-year total remains, vesting done next year.	Garrett
Renton	2-year extension, automatic	2-year extension, automatic	Building permit extension on request; administrative	3/09	3/09	-	Upon request	Garrett
Seattle	Administrative for most extensions. Council approved extensions to all Master Use Permits in August from 3 to 6 years upon request.	Administrative	Upon request, once fees are paid	8/09	9/09	1/1/2011	Master Use Permits extended to 5 years	Garrett
Issaquah	Administratively extending building permits through 2009	1-year extension	1-year extension	4/6/2009	Now in Effect	None	Permanently adds an optional one year extension to Issaquah's development code	David
Kirkland	Building and grading permits & applications	Discussing, no draft language written yet	Discussing, no language written yet	4/7/09	Now in Effect	None	Good for building permits approved 9/1/06 - 1/1/10 & LSM permits approved 9/1/07 - 1/1/10	David
Redmond	Building permits are being extended administratively, no ordinance needed to extend	2-year extension	X	6/2/09	Now in effect	12/2/09	Emergency ordinances extended plats to 7	David

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							years and moved point of collection of impact fees to cover inspection. These changes have gone to public hearing and are fully implemented.	
Kenmore	Building Permits extended by 1 year by ordinance	2-year extension	2-year extension	11/23/09	Late November, 2009	N/A	This ordinance applies to all preliminary plats and permits that were active (not expired) on the date of passage of the ordinance.	David
Sammamish	Addresses point of collection for Impact Fee's	N/A	N/A	7/21/09	Now in effect	12/30/09	Park and Transportation Impact fees can now be collected at point-of-sale if an agreement is signed by the builder and city. Fees will be paid out of the proceeds of the sale.	David
Sammamish	Building permits granted one 12 month extension and permits that have expired up to 18 months ago reestablished	Permanent 2-year extension	Valid for 7-years	3/17/09	Now in effect	None	Good for all plats, short plats and bldg permits approved 1/1/04-1/1/10	David
Newcastle	Proposal to extend preliminary plats, approved engineering permits and change point of collection of impact fees to final inspection or Certificate of Occupancy	2-year extension	2-year extension	2/2/2010	Now in effect	12/31/10	Passed council 7-0	David
Kirkland	We've discussed a proposal to move Impact Fee collection to point-of-sale with elected officials.						Would be based on the Sammamish ordinance	David