

## ORDINANCE NO. 1675

### ORDINANCE WAIVING AND DEFERRING CERTAIN IMPACT FEES

The Board of Supervisors of the County of Amador County ordains as follows:

Section 1. A new Chapter 7.85, "Temporary Waiver and Deferral of Development Impact Fees", is hereby added to the Amador County Code as follows:

#### **"Chapter 7.85**

#### **TEMPORARY WAIVER AND DEFERRAL OF DEVELOPMENT IMPACT FEES**

##### **7.85.010 Short title—Definitions.**

This chapter is known and may be cited as the "Amador County Temporary Development Impact Fee Waiver and Deferral Ordinance." The following words and phrases are defined for purposes of this Chapter as follows:

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

B. "Board" means the Board of Supervisors of Amador County.

C. "Code" means the Amador County Municipal Code.

D. "Commercial Project" means any residential or business activities other than those defined under the category "Residential." For the purposes of this Chapter, "Commercial" shall include without limitation residential triplexes, residential fourplexes, residential PD zoning districts, and residential apartment complexes in addition to commercial, industrial or other non-residential activities.

E. "County" means the County of Amador.

F. "Fee Deferral Agreement (Commercial)" means an agreement, including a deed of trust, by and between the Applicant for a Commercial Project and the County, acceptable to the County Counsel in both form and content, which is a prerequisite for approval for any fee deferral on a Commercial Project under this Chapter.

G. "Fee Waiver" means a waiver of (a) 100% of the facilities development fee imposed under Chapter 7.86, and (b) 75% of the park and recreation impact fee imposed under Chapter 7.90.

H. "Impact Fees" means the facilities development fee imposed under Chapter 7.86, and the park and recreation impact fee imposed under Chapter 7.90.

I. "Interest" means the amount of interest equal to the annual rate of interest that the County earns on its investment of pooled funds computed from the date the deferred impact fees are deemed to begin accruing interest under this Chapter, to the date when the deferred impact fees are paid in full.

J. "Maximum Deferral Period (Commercial)" means the period from the date of building permit issuance to the date of initial occupancy of a structure constructed on a parcel subject to a commercial Fee Deferral Agreement, or at the close of escrow of said parcel, whichever occurs earlier, but in no event later than eighteen months from the date of issuance of the building permit.

K. "Residential Project" means either a single-family residence or a residential duplex, together with any other structures associated with either of the above.

L. "Property" means the real property upon which the building or structure subject to the building permit is proposed to be constructed.

**7.85.020 Purpose.**

It is the purpose of this Chapter to provide a limited duration temporary economic stimulus incentive for new development projects within the County by providing a waiver or deferral of certain development impact fees to eligible applicants, in order to address the current challenges facing the construction industry in an unstable and fluctuating market, which poses a significant concern for the economic health of the County.

**7.85.030 Waiver of Impact Fees for up to two Residential projects.**

Notwithstanding any other provisions of this Code, all or a portion of the Impact Fees imposed on new Residential buildings and structures located in the County for which application for a building permit is made for the period from June 1, 2008 through November 1, 2008 shall be waived upon application by an Applicant in accordance with the following:

A. Neither an Applicant nor its contractor shall receive a Fee Waiver for more than two Residential projects for which application for building permits is made for the period from June 1, 2008 through November 1, 2008. Both an Applicant and its contractor shall sign a certification under penalty of perjury stating that, including the waiver for which application is currently being made, neither the Applicant nor its contractor will have received waivers in excess of the two waivers allowed under this Chapter.

B. Impact Fees for Residential projects are eligible for a Fee Waiver for permits applied for during the period June 1, 2008 through November 1, 2008, up to an aggregate total of thirty (30) Residential project Fee Waivers for all Applicants.

**7.85.040 Deferral of Impact Fees for commercial projects.**

Notwithstanding any other provisions of this Code, all or a portion of the Impact Fees imposed on new Commercial Projects located in the County may be deferred for a time

not to exceed the Maximum Deferral Period (Commercial) upon application by an Applicant in accordance with the following:

A. The deferral shall apply to Commercial projects for which application for building permits is made during the period June 1, 2008 through November 1, 2008.

B. The Applicant shall provide to the Building Department, at the Applicant's sole cost and expense, a current preliminary title report on the Property.

C. No deferral shall be effective until a Fee Deferral Agreement (Commercial) is executed by the Applicant, which, along with a deed of trust, shall be recorded as a first priority lien against the Property until all deferred Impact Fees are paid, subject to D below.

D. The Fee Deferral Agreement (Commercial) shall provide for accrual of Interest on unpaid Impact Fees commencing with the date of issuance of the building permit.

E. In the event the Fee Deferral Agreement (Commercial) and the deed of trust are not recorded as a first priority lien against the Property, they must be recorded in no less than a second position with the Applicant providing additional security approved by the County Administrative Officer.

F. Notwithstanding any provisions to the contrary, if the deferred Impact Fees and all accrued Interest are not paid at the time due hereunder:

1. The additional sum of \$1,000 shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application; and

2. The County may pursue collection through all available legal and administrative means including, without limitation, judicial or non-judicial foreclosure.

**7.85.050 Subordination.**

Any lien recorded in favor of the County against the Property shall not be subordinated.

**7.85.060 Compliance with laws, ordinances, rules and regulations.**

In the event that an Applicant fails to comply with all laws, ordinances, rules and regulations applicable to the Property, then the Applicant shall be liable for all Impact Fees that would have been assessed against the Property in the absence of the application of this Section 7.85. All such waived or deferred Impact Fees, together with accrued Interest in accordance with this Section 7.85, shall be immediately due and payable to the County. For the purposes of this subsection, laws, ordinances, rules and regulations shall include without limitation complying with all zoning requirements and calling for all building inspections when due, including a final inspection and all requirements for finaling the building permit.

**7.85.070 Applicability.**

This Chapter and the incentives derived hereunder shall apply only to new development projects that apply for building permits on or after July 1, 2008 through December 31, 2009.

Section 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 10th day of June 2008, by the following vote:

AYES: Rich F. Escamilla, Theodore Novelli, Louis D. Boitano, Richard M. Forster, and Brian Oneto

NOES: None

ABSENT: None

  
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

  
Deputy