

Deferred Impact Fees

Q: What are impact fees?

- A. Impact fees are charges authorized by Chapter 82.02 of the Revised Code of Washington (RCW) and imposed on new development activity that creates additional demand and need for public facilities. City of Woodland, in accordance with the Woodland Municipal Code 3.41.030, collects impact fees for schools, fire service, and parks.

Q: What are deferred impact fees?

- A. Deferred impact fees are impact fees charged to specific building permits where the fee is allowed to be “deferred” or “paid later” but that must be paid prior to Certificate of Occupancy, before one year of entering into a deferment agreement with the City, or before the building is sold.

Q: How do I get my impact fees “deferred”?

- A. Applicants must request impact fee deferral at the time they submit for a building permit. To do so, an impact fee deferral agreement is signed along with a deferral lien document. Any applicant wanting to defer impact fees must also pay a \$230 fee that covers recording costs and administrative time.

Q: Can my builder or real estate agent sign the impact fee deferral agreement and lien document?

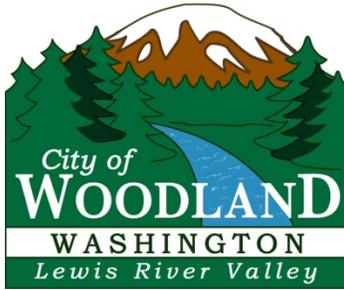
- A. No, only the legal owner of the property on which a building permit is issued for, can sign the impact fee deferral agreement and lien document unless the “agent” has legal power of attorney specifically authorizing the person to act as an agent for the owner. A certified original of such document must be presented and a copy submitted.

Q: When do deferred impact fees need to be paid?

- A. Impact fees must be paid prior to Certificate of Occupancy, at the time the property is sold or transferred, or the passage of 12 months from the effective date of the impact fee deferral agreement.

Q: Can I move in or use the building before I pay the impact fees?

- A. No, the International Building Code, Section 110.1 (IRC R110.1) states in part: No building or structure shall be used or occupied until the building official has issued a Certificate of Occupancy. The Certificate of Occupancy will not be issued until all impact fees are paid and all building inspections are approved.



**AGREEMENT TO DEFER AND GUARANTEE
PAYMENT OF IMPACT FEES**
(Impact Fee Deferral Program)

This Agreement is entered into by and between City of Woodland (“City”) a Washington Municipal Corporation, and: _____, (the Property Owner), the legal owner of the following real property located within the City’s corporate limits, Clark or Cowlitz County, Washington (the “Property”):

Address:
Assessor’s Tax Parcel No.:
Legal Description:

This Agreement shall be effective as of the date it is executed by the City (“Effective Date”).

RECITALS

WHEREAS, pursuant to the authority of RCW 82.02.050 to 82.02.100, as codified in Chapters 3.40 and 3.41 of the Woodland Municipal Code (“WMC”), the City currently imposes and collects the following impact fees:

Single Family Dwellings

Fire Impact Fees.....	\$1,530.00
Park/Recreation Impact Fees.....	\$1,116.00
School District Impact Fees.....	\$2,750.00

Multi-Family Dwellings (per unit cost)

Fire Impact Fees.....	\$1,426.00
Park/Recreation Impact Fees.....	\$831.00
School District Impact Fees.....	\$650.00

Commercial/Industrial (per sq ft cost)

Fire Impact Fees.....	\$0.51
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WHEREAS, Impact fees are due and payable when new development imposes increased demand on the City's fire department, parks and public schools, and are usually collected at the time building permits are issued for new development; and

WHEREAS, WMC 3.41.030, governing the collection of impact fees, authorizes the Public Works Director to defer payment of Impact Fees until such time as the development actually imposes an increased demand on public systems and facilities. Any deferral in the payment of applicable Impact Fees allowed by the Public Works Director shall be secured by a financial guarantee in a form acceptable to the Clerk Treasurer; and

WHEREAS, the Property has been created, legally exists and has received City land use approval for the development activity on it; and

WHEREAS, the Property Owner desires to obtain a building permit to develop the Property and to defer payment of the Fire, Park/Recreation, and School District impact fees until the construction of the structure(s) on the Property is completed and is ready for occupancy and, until that time, will secure payment of these Impact Fees with a lien on the Property in favor of the City.

Based on the foregoing Recitals, the parties agree as follows:

1) **The Property Owner shall:**

- a) Prior to the receipt of building permits, the Property Owner shall pay in full all building permit, review, plan check and related fees charged by the City in the normal course of issuing building permits for development on the Property, including any fees for subsequent inspection pursuant to an issued building permit.
- b) The Property Owner shall execute and consent to the recordation of a lien in the Cowlitz or Clark County property deed records against the Property, in favor of the City, in the amount of the Impact Fees. This lien shall be senior to all other liens on the Property.
- c) The Property Owner shall pay in full the Impact Fees when the first of any of the following events occur:
 - i) The City issues a Certificate of Occupancy or gives a satisfactory final inspection for the structure(s) on the Property, or
 - ii) The Property owner sells or otherwise transfers title to the Property, or
 - iii) The passage of 12 months from the Effective Date of this Agreement, at which time, the Property Owner shall immediately pay, and be fully liable for the Impact Fees.
- d) If paid within 12 months of the effective date of the Agreement, the Property Owner shall pay the following Impact Fees to the City:

Single Family Dwellings

Fire Impact Fees.....	\$1,530.00
Park/Recreation Impact Fees.....	\$1,116.00
School District Impact Fees.....	\$2,750.00

Multi-Family Dwellings (per unit cost)

Fire Impact Fees.....	\$1,426.00
Park/Recreation Impact Fees.....	\$831.00
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Commercial/Industrial (per sq ft cost)

Fire Impact Fees.....	\$0.51
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If Impact Fees are paid later than 12 months after the effective date of this Agreement, the Property Owner shall pay the then-applicable Impact Fees according to the rate schedule adopted by the City Council.

If Impact Fees are paid later than 12 months after the effective date of this Agreement, the Property Owner shall pay 12 percent simple interest on the lien amount.

- e) In exchange for the City’s agreement to defer payment of Impact Fees, the Property Owner agrees to pay the associated fee which covers recording fees, taxes and other charges associated with the execution and recordation of this Agreement and a lien on the Property.

2) **The City Shall:**

- a) Review in the normal course the Property owner’s building plans and all other plans associated with the development project.
- b) Allow the Property Owner to defer payment of the Impact Fees until the first of any of the following events occur:
 - i) The City issues a Certificate of Occupancy or gives a satisfactory final inspection for the structure on the Property, or
 - ii) The Property owner sells or otherwise transfers title to the Property, or
 - iii) The passage of 12 months from the Effective Date of this Agreement, at which time, the Property Owner shall immediately be fully liable to pay the Impact Fees.

3) **General Terms Applicable to Both Parties:**

- a) No occupancy without final City approval. No building or structure on the Property shall be used or occupied until the building official has issued a Certificate of Occupancy. The City Public Works Director, in his/her sole discretion, may withhold issuance of a Certificate of Occupancy and/or final inspection approval until the Property owner pays in full all Impact Fees and any other fees or charges owed in connection with development of the Property.
- b) Impact Fees fixed for 12 months. Impact fees effective at the time of entering into this agreement are fixed and will not increase for a period of 12 months from the Effective Date of this Agreement. Any final inspection or certificate of occupancy issued for a structure on the Property after this period shall be subject to the then-applicable impact fees, and the Property Owner shall be liable for payment in full of those fees.
- c) Term, modification, extension and termination. This Agreement shall remain valid and effective until all Impact Fees are paid to the City in accordance with its terms. This Agreement may be modified, including an extension of the Effective Date and 12 month Impact Fee payment requirement, only upon the written mutual agreement of both Parties.
- d) Agreement runs with title to the land. This Agreement shall run with the land, bind and benefit the parties and their respective successors, heirs, agents and assigns. No party may assign any obligation or right accorded under this Agreement without the prior written consent of the other party.
- e) Attorney fees. Should litigation, arbitration, mediation, collection action, appeal or any other proceeding be initiated by the City to collect impact fees due under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, including attorney fees, witness fees, and collection costs, from the non-prevailing party, including any costs incurred on appeal or in a bankruptcy proceeding.
- f) Controlling law and venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Washington. The parties consent to the jurisdiction of and venue in either Cowlitz or Clark County Superior Court.
- g) Severability. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements, oral or written, with the regard to the subject matter of this Agreement. Any agreement to waive or modify any term of this Agreement must be in writing and signed by both parties. No delay or inaction in the enforcement of any provision of this Agreement shall be deemed a waiver, whether actual or implied, of any right under this Agreement.

