TITLE 3 - CHAPTER 6 - ADMINISTRATIVE POLICIES AND PROCEDURES IMPACT FEES

3.6.1. PURPOSE

This chapter of the Rules and Regulations of the Kearns Improvement District (the "District") shall be known as the "Impact Fee Policy."

3.6.2. DEFINITIONS

Words and phrases used in the Impact Fee Policy shall have the meanings specified in Title 11, Chapter 36a, of the Utah Code, the Impact Fees Act (the "Act").

For purposes of the Impact Fee Policy, "project" means a subdivision, a commercial development or any other property not previously receiving service from the District or which has previously received service from the District at a lower density, for which water and/or sewer service is requested to be provided by the District.

3.6.3. EXTENSION AGREEMENT

Whenever a subdivider, developer, or other person or entity having a project (hereinafter the "developer" or "applicant") desires to connect to water and/or sewer service provided by the District or to increase the capacity of an existing connection (an "enlarged connection"), the developer shall file with the District a signed written application for permission to make or enlarge the connection in substantially the form of the District's approved Extension Agreement or in such other form as dictated by the District.

A. **Form of Extension Agreement:** The District's approved Extension Agreement may consist of one or a series of documents, and different requirements may be imposed, depending upon the type and/or scope of the project. The current Extension Agreement may, for convenience, be attached to the Impact Fee Policy as Addendum "A" provided, however, that the failure of the Extension Agreement to be so attached shall not affect the validity of either the Impact Fee Policy or the Extension Agreement. The form of the Extension Agreement may be modified, from time to time, by the District without modifying the Impact Fee Policy. Effective upon the approval of a new form of the Extension Agreement by the Trustees of the District, the said Extension Agreement shall automatically be substituted as Addendum "A" to the Impact Fee Policy. Provisions of the Extension Agreement may be modified, pursuant to negotiations with a developer, on a case by case basis. Minor modifications may be approved by the General Manager. Other modifications are to be approved by the Board of Trustees of the District.

B. **Installation of Lines**: Any developer desiring to have the water mains (domestic and/or secondary, as appropriate) and sewer mains within the District extended to

serve the developer's project shall be required either to install the project improvements at the developer's sole cost and expense in accordance with designs and specifications approved by the District and subject to the District's inspection and approval of the project improvements, which are to become the property of the District.

1. **Secondary Water System**: It may be feasible and desirable for some, but possibly not all, areas within the District to be included in the service area of a secondary (irrigation) water system. The District Engineer, in consultation with the General Manager, shall determine the feasibility and desirability of installing a secondary water system in conjunction with the review and approval of designs and specifications as provided above. Should the District Engineer determine that the installation of a secondary water system is feasible and desirable, the developer shall be responsible for the cost of the secondary system project improvements to serve the development activity as provided in this Subsection B.2. and in the Extension Agreement.

2. **Inspection Fees and Permits**: The cost of all inspection fees and building and digging permits required in connection with any work relating to extending water and/or sewer service to the project shall be borne by the developer.

3. **District Standards for Construction, Repair and Maintenance**: All construction, repairs and maintenance undertaken in connection with the water and sewer systems of the District, including work performed by or for developers, shall be accomplished in accordance with specifications and standards established by the District Engineer.

4. **Bonds and Insurance**: The District may install the improvements necessary or desirable to extend service to a project using its own work crew or under a contract with a contractor, but generally will require the developer to install the project improvements. No bond will be required on work being performed by the District's crew. Performance and/or payment bonds, as appropriate, may be required of a contractor or developer performing such work and a developer or contractor shall be required to provide proof that all insurance required by law, the District's rules and regulations and the Extension Agreement is in place. The official bond forms of the District shall be approved from time to time by the General Manager. Notwithstanding the foregoing, should any of the said forms violate the requirements of applicable state law in any way or manner, they shall be amended so as to conform with the requirements of state law. The General Manager shall have the power and authority to

make any required revisions and to approve escrow agreements and other forms of security, as appropriate, with no further action by the Board of Trustees. The General Manager is delegated the power to approve such revisions and amendments to the bond forms as may be desirable or necessary with respect to any given project, in the General Manager's sole discretion. The General Manager shall have the right, power and authority to determine that the failure to comply with any bond requirement is non-substantial and to waive the same.

5. Under some circumstances, another property owner or developer or the District may install certain water and/or sewer extension(s) that the new developer or applicant would otherwise have been obligated to install as project improvements in order to receive service from the District. After such an extension is completed, the District may make a proportional charge for any connection to such extension pursuant to a written request for a service connection thereto from a developer or property owner. For residential developments such "area benefit payback fee" shall be based upon the acreage to be served and the density of development therein and upon the District Engineer's best estimate of the proportionate share of the total cost that should be paid with respect to the project. For non-residential developments, the charge shall be based upon the residential equivalency for water supply and sewage collection and treatment of the proposed development as determined by the District Engineer and upon the District Engineer's best estimate of the proportionate share of the total cost that should be paid with respect to the project. If all or a portion of the cost of the extension was paid by a developer or another property owner, a portion of the charge collected under this subsection may be reimbursed by the District to the developer or property owner if the District and developer or property owner entered into such a written agreement at or before the completion of the extension, or may be retained by the District if there is no such agreement. Area benefit payback fees shall be in addition to any impact fee, hookup fee or other fee or charge assessed by the District and shall be collected from a developer as a condition precedent to the District's commitment to provide service to the developer's project, as opposed to standard impact, hookup and certain other fees and charges, which may be charged, in the District's discretion, to the developer or the individual applicant requesting service.

6. **Contractual Terms Control**: In the event that the provisions of an Extension Agreement or similar agreement between the District and a developer provide for fees, costs, reimbursements and other financial terms which are different from those set forth in the Impact Fee Policy or the impact fee enactment, to the extent allowed by law, the terms and provisions of the negotiated agreement between the developer and the District shall control.

3.6.4. IMPACT FEES

Whenever a customer/developer receives either a new connection or an enlarged connection into the District's water system and/or the District's sewage collection system, or advance permission for the same, appropriate fees and charges will be assessed. The District's impact fee schedule may be set forth in Addendum "B" attached hereto and incorporated herein by this reference provided, however, that the failure of the impact fee schedule to be attached as Addendum "B" shall not affect the validity of either the Impact Fee Policy or of the District's properly approved impact fees. The District may modify its impact fees, from time to time, in accordance with the requirements of the Act and this Policy, in which case the new impact fee schedule shall be deemed incorporated herein as Addendum "B" without any further act by the District.

A. **Public Facilities**: The District supplies water and collects and disposes of sewage. For the cost of "public facilities" owned or operated by or on behalf of the District to qualify for inclusion in the District's impact fees, those facilities shall have a life expectancy of ten or more years and may consist of water rights, water supply, treatment, storage and distribution facilities, and/or wastewater collection and treatment facilities that are required to provide the established level of water and/or sewer service to new development, including both excess capacity in existing system improvements and system improvements to be constructed as identified in the District's impact fee facilities plan.

B. **Enactment of Impact Fee**: The Board of Trustees of the District may, by resolution, approve impact fees after obtaining an impact fee analysis under Section 3.6.5. and after holding a public hearing to receive comments on the impact fee proposal.

1. **Elements**: In calculating the impact fee, the District may include the construction contract price, land acquisition costs, costs of improvements, materials costs, the cost of fixtures, fees for planning, surveying, and engineering services provided for and directly related to the construction of system improvements, and debt service charges if the District might use impact fees as a revenue stream to pay principal and interest on bonds or other obligations to finance the cost of system improvements. The calculation of costs and fees that will serve as the basis for water and/or sewer impact fees to be collected by the District will be based upon realistic estimates, and the assumptions underlying such estimates will be disclosed in the impact fee analysis

2. **Notice and Hearing**: Before approving the impact fee resolution, the District will hold a public hearing and make a copy of the resolution available to the public at least fourteen (14) days before the date of the hearing. A written notice of the public hearing will be posted in at least

three public places within the District, be published in a newspaper of general circulation in the District and be posted on the Utah Public Notice Website. After the public hearing, the Board of Trustees may adopt the impact fee resolution as proposed; amend the impact fee resolution and adopt or reject it as amended; or reject the resolution.

3. **Contents of the Resolution**: The resolution adopting or modifying an impact fee will contain such detail and elements as required by law and as deemed appropriate by the Board of Trustees, including a designation of the service area or service areas within which the subject impact fee is to be calculated and imposed. The resolution will include (i) a schedule of impact fees (water and sewer stated separately) or (ii) the formula to be used by the District in calculating each impact fee, or both. A new or amended impact fee will take effect ninety days after the day on which the resolution is adopted.

4. **Adjustments**: The resolution may state that the standard impact fee may be adjusted at the time the fee is charged in response to unusual circumstances in a specific case or a request for an individualized impact fee review for development activity of the state, a school district or a charter school (a "specified public agency"), and to insure that impact fees are imposed fairly. Even if that provision is missing from the resolution, the District shall have the right, power and authority to adjust impact fees in response to unusual individual circumstances, in response to a request from a specified public agency for an individualized impact review, and to achieve fairness. As provided in Subsection 3.6.6.A., low income housing and other projects with broad public purposes may be exempt, in whole or in part, from impact fees.

5. **Previously Incurred Costs**: To the extent that new growth and development will be served by previously constructed system improvements, the District's impact fee may include qualified public facility costs previously incurred by the District. Where such is the case, the resolution should make specific reference to the cost of previously constructed improvements being included in the impact fee. Should, however, such reference not be included in the resolution, and should part of the impact fee be based upon such previously incurred costs, this provision shall be deemed to be incorporated in the resolution.

6. **Developer Credits**: A developer may receive payment from the District or be allowed a credit against or proportionate reimbursement of an impact fee for any dedication of land for, improvement to, or new construction of a system improvement provided by the developer <u>provided</u> that the public facilities provided by the developer are identified as system improvements in the District's impact fee facilities plan. A developer may also receive a

credit against or proportionate reimbursement of an impact fee if the developer dedicates a public facility that the developer and the District agree will offset the demand for a system improvement. Otherwise, no credit may be allowed. Whenever a developer is required to provide land or construction for which the District should ultimately be responsible under its impact fee facilities plan, as a general rule, the Extension Agreement between the District and the developer will control the amount and timing of the impact fee credit or payment from the District that the developer will receive and, in the event of a conflict between this Impact Fee Policy and the Extension Agreement, the Extension Agreement will control.

7. **Impact Fee Accounting**: The District will establish a separate interest bearing ledger account for each type of public facility (water or sewer) for which an impact fee promulgated in accordance with the requirements of the Impact Fee Policy is collected. Interest earned on each fund or account will be retained in that fund or account.

8. **Ledger Account Types**: The District directly or indirectly operates water supply facilities and sewage collection, transportation and treatment facilities. The District will maintain one or more appropriate ledger accounts and make appropriate expenditures from each account.

9. **Reporting**: At the end of each fiscal year, the District will prepare a report on each fund or account in a format developed by the State Auditor generally showing the source and amount of all money collected, earned and received by the fund or ledger account and each expenditure from the fund or ledger account and other information as provided in Utah Code Ann. § 11-36a-601. After the report has been certified by the District's Finance Director/Controller, it will be transmitted to the State Auditor.

10. **Contractual Fees**: To the extent allowed by law, the Board of Trustees may, by contract, agree to impact fees and other fees different from those set forth in the approved impact fee resolution or elsewhere. Those changes may, in the discretion of the Trustees, include reductions in impact fees and the assessment of an area benefit payback fee, all or part of which may be reimbursed to the developer who installed improvements that service the land that is connecting to the District's water and/or sewer system.

11. **Additional Fees and Costs**: The impact fees adopted by the District from time to time are separate from and in addition to service fees and other fees and charges lawfully imposed by the District, such as the fee for the preliminary engineering report, the fee for the design report, the area benefit payback fee (which may be itemized as part of the impact fee), and

other fees and costs that may not be included as itemized component parts of the impact fee schedule. In charging any such fees, the District recognizes that the fees are to be a reasonable charge for the service and/or improvements being provided. Certain fees, such as area benefit payback fees, may be mandated by contractual arrangements entered into by the District. The District will continue to collect and remit such fees as provided in any such contract.

12. **Fees Effective at Time of Payment**: Unless the District is otherwise bound by a contractual requirement, an impact fee shall be determined from the impact fee schedule in effect at the time of payment and shall not be determined at the time a request for an estimate or other inquiry is received by the District. There shall be no guarantee that any quoted fee, whether oral or in writing, will be in effect when the developer or the prospective customer actually makes the impact fee payment. If a developer or prospective customer desires to hold the impact fee quoted by the District, payment must be made at that time.

13. **Imposition of Additional Fee or Refund After Development**: Should any developer undertake a project such that the ultimate density of the project (the actual number of water and/or sewer equivalent residential units) is not revealed to the District through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all units or the total density within the project, the District shall be entitled to charge an additional impact fee to the developer or other appropriate person covering the density for which an impact fee was not previously paid, including buildings/lots which have already been connected to the District's water and/or sewer systems.

14. **Determination by District Engineer**: In determining the amount of the impact fee to be imposed on any commercial or industrial development, the District's Engineer will in good faith attempt to utilize criteria that will not discriminate against any type of development and that will yield a fee which more or less equitably apportions the costs to be covered by the impact fee. The criteria utilized by the District's Engineer generally will include a determination of the equivalent residential units (ERUs) that reflects the demand on the District's water system and on the District's sewer system that will result from the commercial or industrial development.

15. **Expenditure of Impact Fees:** Impact fees generally are required to be expended or encumbered within six years after their receipt by the District. Before the District may hold impact fees for a longer period, an extraordinary and compelling reason why the impact fees should be held

longer than six years after collection and an absolute date by which the fees will be expended must be identified in writing.

16. **Refunds**: The District will refund an impact fee paid by a developer, plus actual interest earned, when (i) the developer did not proceed with the development activity and has filed a written request for a refund; (ii) the impact fee has not been spent or encumbered by the District; and (iii) no impact has resulted.

3.6.5. IMPACT FEE FACILITIES PLAN/ANALYSIS

Before imposing a new impact fee or modifying an existing impact fee, the District will prepare a new impact fee facilities plan or review and possibly modify an existing impact fee facilities plan under the direction of the District Engineer and prepare, or cause to be prepared, a written impact fee analysis.

A. **Notice of Intent to Prepare Impact Fee Facilities Plan:** Before preparing or amending an impact fee facilities plan, written notice of the District's intent to prepare or amend the plan will be posted on the Utah Public Notice Website as required by Utah Code Ann. § 11-36a-501(1) and (2).

B. **Content of the Plan:** The impact fee facilities plan is to identify (i) the existing levels of service for water and sewer and establish proposed levels of service, as appropriate; (ii) excess capacity in the District's water system and in the sewer system that is available to accommodate growth at the proposed level of service; (iii) demands placed upon existing water and sewer public facilities by new development and the requirements for additional public facilities that are driven by new development; and (iv) the proposed means by which the District will meet those demands. Demands may include more than actual service, because land may be benefitted by having service reasonably available (i.e. fire protection), although not connected, and land may benefit in other ways as reasonably determined by the District (i.e. increased and stabilized land values).

C. **Public Hearing**: The District will hold a public hearing to receive comment on the impact fee facilities plan prior to adopting the plan and provide public notice of the hearing in accordance with the requirements of UTAH CODE ANN. § 17B-1-111 .

1. **Public Documents:** A copy of the impact fee resolution will be made available to the public at least fourteen (14) days before the date of the public hearing and a copy of the impact fee facilities plan, and a summary of the plan designed to be understood by a lay person, will be made available to the public at least ten (10) days before the date of the public hearing. In addition, notice of the District's intent to enact or modify the impact fee, specifying whether the impact fee to be modified is a water impact fee, a sewer impact fee, or both, will be

placed on the Utah Public Notice Website. The District will also place the impact fee analysis and a summary of the analysis on the District's website or submit a copy of the analysis and the summary to each public library within the boundaries of the District, or both.

2. Board Action: After the public hearing, the Board of Trustees may adopt the impact fee facilities plan as proposed, amend the plan and adopt or reject the plan as amended, or reject the plan.

D. Written Analysis: The District will prepare or cause to be prepared a written analysis of each impact fee to be adopted or modified under the requirements of the Impact Fee Policy. The analysis will include such elements as: (i) the anticipated impact on or consumption of existing system improvements caused by growth; (ii) the impact on the ability of system improvements to provide the established level of service in light of anticipated development activity; (iii) a demonstration of how those impacts on District improvements are reasonably related to growth; (iv) an estimate of the proportionate share of the costs of impacts on District system improvements (both existing capacity and new system improvements) that are reasonably related to growth; and (iv) an identification of how the impact fee was calculated.

1. Elements: The impact fee analysis will contain such elements as required by law (UCA § 11-36a-304) and as reasonably deemed relevant by the District including, but not limited to, the time-price differential inherent in fair comparisons of amounts paid at different times.

2. Notice of Intent: Before preparing or contracting to prepare an impact fee analysis, the District will post a notice of that intent on the Utah Public Notice Website.

E. Good Faith Effort: The District will make a reasonable, good faith effort to comply with the requirements of this Impact Fee Policy. However, to the maximum extent allowed by law, no technical or inadvertent deficiency or lack of formality shall defeat any impact fee facilities plan, any written impact fee analysis, or any impact fee prepared or approved in good faith by the District's staff or Board of Trustees, as appropriate.

3.6.6. FEE EXCEPTIONS AND ADJUSTMENTS

A. Waiver for "Public Purpose": All or any part of any impact fee, and similar and related fees and charges (hereinafter "fees" in this Section 3.6.6.) may, in the discretion of the Board of Trustees or the General Manager, as appropriate, be waived or reduced for those projects which are deemed to serve a beneficial public purpose that would be harmed by the District requiring full payment of such fees, such as a low income housing project.

1. **Procedures**: Applications for exceptions are to be filed with the District at the time the applicant first requests the extension of service to the applicant's project.

2. **Amendment or Waiver of Fees**: The General Manager is authorized to reduce or waive fees on public or non-profit or other projects deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees may total more than $2,000.00 on any one project without Board approval.

3. **School District or Charter School:** A school district or a charter school will be considered for a full or partial impact fee waiver on the same basis and on an equal footing.

4. **Establishment of Source of Funds:** Any waiver or reduction of an impact fee for a project which is deemed to serve a beneficial public purpose, other than low income housing, is prohibited unless the District identifies one or more sources of funds, other than impact fees, to offset the cost of system improvements needed to serve the project.

B. **Existing Connections**: Existing connections will be exempt from impact fees to the extent of the existing, authorized use, provided that the connection has been active and a water bill has been paid within the past three years. Nothing contained in the Impact Fee Policy shall preclude or restrict the District's ability to impose special assessments against benefitted property owners to cover the cost of moving or replacing water or sewer lines and/or facilities in accordance with the provisions and requirements of applicable state law.

3.6.7. EXTRA-TERRITORIAL SERVICE

The District shall impose such restrictions and requirements on the provision of services by the District outside of its boundaries as the Board of Trustees may deem expedient and appropriate, on a case by case basis.

3.6.8. APPEAL PROCEDURE

A. **Application**: This appeal procedure applies both to challenges to the legality of impact fees and similar and related fees of the District and to the interpretation and/or application of those fees. By way of illustration, in addition to the legality of the impact fee schedule, a calculation of the amount of the impact fee due may also be subject to this appeal procedure. Both procedural, such as a claimed defective notice, and substantive issues may be raised under this procedure. This procedure in no way infringes upon the right of any applicant or other person or entity to seek redress under any provision of Part 7 of the Act, and Section 3.6.8

of the Impact Fee Policy may not be construed as requiring the exhaustion of administrative remedies prior to seeking relief as provided in Part 7 of the Act.

B. **Request for Information**: Any person or entity required to pay an impact fee may file a written request for information with the District. The District will provide to the requesting person or entity the written impact fee analysis, the impact fee facilities plan and other relevant information relating to the impact fee within two weeks after receipt of the request for information. The filing of a request for information does not initiate an administrative appeal. A request for information may, however, be utilized to gather information to be used in an administrative appeal.

C. **Appeal Before Payment of the Impact Fee**: Any affected or potentially affected person or entity wishing to challenge an impact fee, even though that person or entity has not yet paid the fee, may proceed under the District's appeal procedure by filing a written notice of appeal, directed either to the General Manager or to the Board of Trustees. The notice of appeal shall fully state the basis and grounds of the appeal, including any claim that the District violated either the Act or the Impact Fee Policy, or both, an identification of the portion of the Act or the Impact Fee Policy that allegedly has been violated, and a summary of the facts which arguably substantiate the claimed violation. Such appeal must be filed with the District within thirty (30) days after the action or decision to which the appeal relates, unless the Board of Trustees consents to a waiver of this time limitation.

D. **Appeal After Payment of the Impact Fee**: Any person or entity that has paid an impact fee and wishes to challenge the fee may, within thirty (30) days after having paid the fee, initiate an appeal under the District's appeal procedure by filing a written notice of appeal, directed either to the General Manager or to the Board of Trustees. The notice of appeal shall fully state the basis and grounds of the appeal, including any claim that the District violated either the Act or the Impact Fee Policy, or both, an identification of the portion of the Act or the Impact Fee Policy that allegedly has been violated, and a summary of the facts which arguably substantiate the claimed violation. If a written appeal or challenge is not filed with the District within thirty (30) days after the date of payment of the impact fee, the affected person or entity may not process an administrative appeal with the District, unless the Board of Trustees consents to a waiver of this time limitation.

E. **Appeal to Manager**: Any developer, landowner or other affected party may appeal any impact fee decision or calculation of the District Engineer or any other employee of the District to the General Manager, provided that the affected party timely files with the General Manager a written notice of appeal, with the required specificity.

1. **Determination by the General Manager**: If the General Manager determines the appeal to be moot, the General Manager will so declare, which declaration shall be the equivalent of denying the appeal. An appeal is moot when the matter complained of has been completed and cannot, without extreme difficulty, be reversed. The General Manager may, but shall not be required to, declare a "stay" to be in effect respecting any matter appealed to him/her, provided that the matter has not already become moot, while the appeal is pending before the General Manager. In reviewing any such appeal, the General Manager shall affirm the decision or action of the affected District consultant or employee, reverse that decision or action, or make any other decision in response to the appeal which is deemed to be appropriate by the General Manager in accordance with the District's policies and procedures and any applicable law, rule or regulation.

2. **Time of Decision**: The administrative appeals process must be completed no later than thirty (30) days after the written challenge is filed with the District. To that end, the General Manager will generally issue a decision within ten days after the filing of the written challenge.

F. **Appeal to the Board**: Any developer, landowner or affected party desiring to challenge the legality of any impact fee or related fee or exaction may appeal directly to the Board of Trustees by timely filing a written notice of appeal, containing the required specificity, with the District Clerk.

1. **Appeal of General Manager's Decision:** Any impact fee decision of the General Manager may be appealed to the Board of Trustees by any developer, owner or other affected party by filing a written notice of such appeal with the District Clerk at the District's Office within four (4) working days after the decision to which the appeal relates was provided to the affected party. Any party who fails to appeal a decision of the General Manager to the Board of Trustees within the said four (4) working day time period shall be deemed to have waived its right to further appeal the decision, having not completed or concluded the District's administrative appeal process.

2. **Hearing**: An informal evidentiary hearing will be held not sooner than five (5) nor more than twenty-five (25) days after the written appeal to the Board is filed.

3. **Decision**: After the conclusion of the informal evidentiary hearing, the Trustees, by majority vote, shall reverse, affirm or take any other action with respect to the challenge or appeal as the Board of Trustees deems to be appropriate in light of the facts, the District's policies and procedures, and any applicable law, rule or regulation. The decision of the Board of

Trustees may include the establishment or calculation of the impact fee applicable to the project. Any impact fee set by the Trustees may be the same as or higher or lower than that being appealed, provided that it shall not be higher than the maximum fee allowed under the District's lawful impact fee rate or formula promulgated under the Impact Fee Policy. The decision of the Board will be issued within thirty (30) days after the date the written challenge was first filed with the District. In light of the statutory requirement that the District complete its appeal process within thirty (30) days after the initial filing with the District, whether it be an appeal to the General Manager or an appeal directly to the Board of Trustees, the District shall not be required to provide more than three (3) working days prior notice of the time, date and location of the evidentiary hearing.

G. Denial Due to Passage of Time: Should the District, for any reason, fail to issue a final decision on a written challenge to an impact fee, its calculation or application, within thirty (30) days after the filing of that challenge with the District, the challenge shall be deemed to have been denied and any affected party to the proceeding may seek appropriate available relief from such denial.

3.6.9 RELATIONSHIP TO THE ACT

The Impact Fee Policy is not intended to cover every applicable aspect of the Act. Any otherwise applicable requirement of the Act shall be applicable regardless of whether the requirement is restated or paraphrased in the Impact Fee Policy. In the event of any conflict between the Impact Fee Policy and the Act, the Act, including subsequent amendments, modifications and replacements of the same, shall control and the Impact Fee Policy shall be deemed to be amended accordingly.

TITLE 3 - CHAPTER 6- ADMINISTRATIVE POLICIES AND PROCEDURES
IMPACT FEES

ADDENDUM "A"

Extension Agreement
(may be attached)

ADDENDUM "B"

Impact Fees
(may be attached)