



Home Owner Application and Instruction Sheets **Indian River County Impact Fee Waiver/Reduction Program**

Indian River County Planning Division
1801 27th Street, Vero Beach, FL 32960
(772) 226-1243 or - email: Cbalter@ircgov.com

Please Read These Instructions Carefully

- This application is **intended for income eligible households under contract to build an eligible home from a builder** that is not operating under a Federal or State housing program with income restrictions applicable to the property or nonprofit housing provider with similar self-imposed income restrictions (property owner is income eligible household and hires builder to build home). This application is also for income eligible households purchasing or renting a **newly built single-family home that Developer as property owner has already executed an impact fee waiver/reduction agreement with the County.**
- **Eligible housing units are those housing units of less than 1,500 square feet (under air) that are to be occupied by households with household incomes of less than 80% of the Annual Area Median Income (AMI) based on household size.**
- The most current 80% Annual AMI limits from the United States Department of Housing and Urban Development as utilized by the State Housing Initiative Partnership program shall be used.
- Submit **copies** of all required documentation. Staff will **NOT** accept original documents and will **NOT** make copies of your original documentation.
- See the attached page for a list of documents that are required to be submitted with this application **or** refer to the list provided to you by Planning Division staff. Incomplete applications will **NOT** be accepted.
- Make a “Housing” file for yourself, and always keep a copy of everything you submit.
- Please review the application before you fill it out. **Do not leave any questions unanswered or any boxes blank. All adult household members (18 and over) must sign and initial where indicated.**
- Submit the Application and all required documents to the Planning Division. An appointment with Planning Division staff to turn in the application and requested documents is advised. **Applications must be submitted in person.** Applications and documents will **NOT** be accepted by mail or electronically (email or fax).
- Submit your application with all the necessary paperwork requested by Planning Division staff.
- **“all state, county, and municipal records are open for personal inspection and copying by any person.”**
- If approved, owner **shall execute a County impact fee waiver/reduction agreement (Not Applicable if builder is owner and builds home for affordable housing – signed agreement would automatically apply to new owner),** with County which shall be recorded in public records.

You Must Provide the Following Documentation When Applying for an Impact Fee Waiver/Reduction Lien

The following items **must** be submitted with the completed application:

Completed and Signed Application

- Copy of Sale/Purchase Agreement
- Copy of Floor Plan showing square footage under air
- Copy of a valid photo ID for everyone in the household over the age of 18 years.
- Copy of Birth Certificates for all children in the household (any person under the age of 18 years).
- The Authorization to Release Confidential Information form (inside the application packet) – **Must be signed by everyone in the household over the age of 18 years.**
- Copies of the last, most current **6 pay stubs** for everyone in the household employed over the age of 18 years.
- Copies of the last, most current **6 months** of bank statements for **all accounts** for everyone in the Household (all pages).
- Copies of your most current statement(s) for all Retirement, Pension, or Annuity accounts (*company name, address, telephone, fax numbers & amount*), including 401K, 403 B, IRA, etc.
- All members of the household must file a notarized affidavit by planning division. A completed affidavit is required for all household members over the age of 18 years of age who are currently unemployed. Please contact Long Range Planning Division staff for a blank affidavit.**
- If you, your spouse, or any children in the household receive any benefits from the Social Security Administration, **a statement dated within the last 30 days from the Social Security Office**, must be submitted with the application.
- Child Support:** A copy of the Court Order, Divorce Decree, or any other official documents related to child support are required for submission to determine income eligibility. You will be required to provide a 12 month history of child support received (even if zero was received) from the Clerk of Court where the order was filed. **If you are eligible for Child Support but do not receive it, you will be required to establish an order to be eligible for the Impact Fee Waiver/Reduction Lien program unless certain conditions apply.**
- If you are self-employed, you will be required to fill out a **Verification of Income from Business Form** and will be required to submit a tax return that details the business income from the prior two Years (schedule C).
- A **notarized** copy of a 1040 US Income Tax return for the **previous 2 years** for **all** members of the household 18 years or older (a free transcript may be obtained by calling 1-800-829-1040).
- filed.** If you **did not** file taxes, please call 1-800-829-1040 to request a letter stating no taxes were
- If you did not file taxes because you are **exempt** from paying taxes, please contact Long Range Planning Division staff to sign a “No Tax Return” affidavit (requires notarization).

***Note: Planning staff may ask for more information on a case-by-case basis.**



Indian River County Planning Division Impact Fee Waiver/Reduction Lien APPLICATION

1801 27TH STREET VERO BEACH, FLORIDA 32960
(772) 226-1594

RESIDENT HOUSEHOLD CONTACT INFORMATION

PLEASE COMPLETE APPLICATION WITH BLACK OR BLUE PEN

APPLICANT AND CO-APPLICANT NAME	FULL STREET ADDRESS	MAILING ADDRESS IF DIFFERENT THAN STREET ADDRESS

Number of persons in household: Adults 18 or older: _____ Children younger than 18: _____

Phone #: (____) _____ - _____ Cell #: (____) _____ - _____

Email: _____

Property Information

Site Address:	<i>House Number and Street (type above)</i>	<i>City (type above)</i>	<i>Zip Code (type above)</i>
Site Tax Parcel I.D. #:			
Proposed Home Square Footage (Under Air)			
Requested Impact Fee Land Use Category Waiver	Check Appropriate Box		
Single Family (Detached) between 1 and 1,500 square feet (Under Air) – 100% Impact Fee Reduction (\$0 Impact Fees)	<input type="checkbox"/>		
Multi-Family Units between 1 and 1,500 square feet (Under Air) – 100% Impact Fee Reduction (\$0 Impact Fees)	<input type="checkbox"/>		
Please attach a photocopy of the proposed home floor plan with square footage calculations shown.			

EMPLOYMENT INFORMATION

EMPLOYMENT INFORMATION FOR ALL JOBS (FULL TIME/PART TIME) MUST BE PROVIDED FOR **ALL PERSONS, AGED 18+**, WHO WILL OCCUPY THE HOUSING UNIT.

NAME OF HOUSEHOLD MEMBER 18 YEARS AND OLDER	EMPLOYER'S NAME	EMPLOYER'S MAILING ADDRESS	EMPLOYER'S PHONE & FAX NUMBER	DATE OF HIRE	POSITION/TITLE

III. INCOME AND ASSET INFORMATION

A) INCOME

In the table below, list household's income for all persons, **aged 18 and older**, who will occupy the identified unit. As proof of income the household member must sign all applicable verification forms enclosed with this application.

SOURCE OF INCOME (EMPLOYMENT, SOCIAL SECURITY, CHILD SUPPORT, CASH WELFARE PAYMENT, PENSION, TIPS, AND OTHERS)	<i>NAME</i> OF HOUSEHOLD MEMBER EARNING THE INCOME	AMOUNT (\$) GROSS <i>MONTHLY</i> INCOME
1.		
2.		
3.		
4.		
5.		
6.		
TOTAL		

B) ASSET INFORMATION

Provide asset information on the following tables for all household members:

(PLEASE LIST THE NAME THAT APPEARS FIRST FOR EACH INDIVIDUAL ACCOUNT)	CHECKIN	SAVINGS	NAME, ADDRESS AND PHONE NUMBER OF THE FINANCIAL INSTITUTION	LAST FOUR DIGITS OF ACCOUNT NUMBER	CURRENT CASH/ MARKET VALUE
					\$
					\$
					\$
					\$
					\$

TYPE OF ASSET (PLEASE SPECIFY)	ADDRESS OR NAME AND PHONE NUMBER	ACCOUNT NUMBER	INCOME FROM ASSETS
Equity in Real Estate Owned (<i>Not your primary residence</i>)			\$
Individual Retirement Account (IRA) and Keogh Accounts			\$
Retirement and Pension Funds which may be withdrawn before retirement			\$
Stocks, Bonds, Treasury Bills, Certificates of Deposit, Money Market Funds			\$
Net Worth of Business (es) Owned			\$
Lump Sum Receipts (inheritance, capital gains, lottery winnings, insurance settlements, others)			\$

TYPE OF ASSET (PLEASE SPECIFY)	ADDRESS OR NAME AND PHONE NUMBER	ACCOUNT NUMBER	INCOME FROM ASSETS
Personal property held as an investment (gems, jewelry, antique cars, paintings, etc.)			\$
Cash on Hand			\$
Total for all assets			\$

If you do not have one or more of the above referenced income from asset sources, please indicate with a zero (0).

HOUSEHOLD INFORMATION:

MEMBER #	FULL NAME	RELATIONSHIP	DATE OF BIRTH
1		Head of Household	
2			
3			
4			
5			
6			
7			
8			

ALL HOUSEHOLD MEMBERS OVER THE AGE OF 18 ARE REQUIRED TO INITIAL AND SIGN THIS ACKNOWLEDGMENT & AGREEMENT

ACKNOWLEDGMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the award requested by this application will be secured by a **Recorded Enforceable Agreement Attached to the Title** on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the assistance indicated herein; (4) occupation of the property will be as indicated above; (5) verification or re-verification of any information contained in the application may be made at any time by the County, its agents, successors and assigns, from any source named in this application, and the original copy of this application will be retained by the County, even if the application is not approved; (6) the County, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to approval by County.

Initials _____ (all adult household members)

NOTICE - BE AWARE THAT:

FLORIDA STATUTE SECTION 837.06 - FALSE OFFICIAL STATEMENTS LAW STATES THAT:

"WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE," PUNISHABLE AS PROVIDED BY A FINE TO A MAXIMUM OF \$500.00 AND/OR MAXIMUM OF A SIXTY DAY JAIL TERM.

Initials _____ (all adult household members)

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any lost due to reliance upon any misrepresentation which I/we have made on this application.

X _____ / / _____
Applicant's Signature Date

X _____ / / _____
Co-Applicant's Signature (if any) Date

X _____ / / _____
Household Member 18 yrs. + Signature Date

X _____ / / _____
Household Member 18 yrs. + Signature Date



Unit Resident Household Information Form

Please Print or Type All Information:

(1) Primary Resident Applicant Name (Including Jr. or Sr., if applicable):

_____ **Age:** ____ **D.O.B.** __/__/__

Phone Home Number: _____ Phone Work Number: _____
(____) ____ - _____ (____) ____ - _____

❖ **Marital Status:** _____ Married
_____ Separated
_____ Unmarried
_____ Never Married
_____ Widowed
_____ Divorced _____ Date

❖ **Citizenship/Residency:** _____ U.S. Citizen
_____ Registered Alien

(2) Second Resident/Co-Applicant (Including Jr. or Sr., if applicable):

_____ **Age:** ____ **D.O.B.** __/__/__

Relationship to Primary Resident _____

Phone Home Number: _____ Phone Work Number: _____
(____) ____ - _____ (____) ____ - _____

❖ **Marital Status:** _____ Married
_____ Separated
_____ Unmarried
_____ Never Married
_____ Widowed
_____ Divorced _____ Date

❖ **Citizenship/Residency:** _____ U.S. Citizen
_____ Registered Alien

(3) Third Resident (Including Jr. or Sr., if applicable):

_____ **Age:** ____ **D.O.B.** __/__/__

Relationship to Primary Resident _____

Phone Home Number: _____ Phone Work Number: _____
(____) ____ - _____ (____) ____ - _____

❖ **Marital Status:** _____ Married
_____ Separated
_____ Unmarried
_____ Never Married
_____ Widowed
_____ Divorced _____ Date

❖ **Citizenship/Residency:** _____ U.S. Citizen
_____ Registered Alien

(4) Fourth Resident (Including Jr. or Sr., if applicable):

_____ **Age:** ____ **D.O.B.** __/__/__

Relationship to Primary Resident _____

Phone Home Number: _____ Phone Work Number: _____
(____) ____ - _____ (____) ____ - _____

❖ **Marital Status:** _____ Married
_____ Separated
_____ Unmarried

❖ **Citizenship/Residency:** _____ U.S. Citizen
_____ Registered Alien



Indian River County
Impact Fee Waiver/Reduction Lien Program
 INDIAN RIVER COUNTY PLANNING DIVISION
 1801 27TH STREET, VERO BEACH, FL 32960
 (772) 226-1594 fax (772) 226-1922

Applicant/Tenant Release and Consent

I/We, _____, the undersigned hereby authorize the below listed groups and individuals, to release without liability, information regarding my/our employment, income, and/or assets to Indian River County for purposes of verifying information provided as part of my/our request for assistance under the **Impact Fee Waiver/Reduction Lien Program**.

INFORMATION COVERED:

I/We understand that previous or current information regarding me/us may be needed. Verifications and inquiries that may be requested include, but are not limited to: personal identity, employment, income, and assets, and medical or childcare allowances. I/We understand that this authorization cannot be used to obtain any information about me/us that is not pertinent to my/our eligibility for the **Impact Fee Waiver/Reduction Lien Program**.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED:

The groups or individuals that may be asked to release the above information include, but are not limited to:

- | | | |
|--|-----------------------------|--|
| Past and Present Employers | Welfare Agencies | Veterans Administration |
| Previous landlords (including Public Housing Agencies) | State Unemployment Agencies | Retirement Systems |
| Support and Alimony Providers | Social Security Admin. | Banks and other Financial Institutions |
| | Credit Agencies | |

CONDITIONS:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. **THE ORIGINAL OF THIS AUTHORIZATION IS ON FILE AND WILL STAY IN EFFECT FOR ONE YEAR AND ONE MONTH FROM THE DATE SIGNED.** I/We understand that I/We have a right to review this file and correct any information therein that I/We find to be incorrect or outdated.

SIGNATURES:

_____	_____	_____
Applicant	(print name)	Date
_____	_____	_____
Co-Applicant	(print name)	Date
_____	_____	_____
Adult Member (over 18)	(print name)	Date
_____	_____	_____
Adult Member (over 18)	(print name)	Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Acknowledgement of County Public Records Law and Social Security Number Usage

By signing below, I acknowledge the following:

I am aware that all state, county, and municipal records are open for personal inspection and copying by any interested person.

I am aware that Indian River County for its **Impact Fee Waiver/Reduction Lien Program** collects my social security number, and the social security numbers of all members of my household 18 years and older for the following purposes: income, employment verification, and assets verification.

Applicant Printed Name

Applicant Signature

Date

Co-Applicant or Adult Household Member Printed Name

Co-Applicant or Adult Household Member Signature

Date

AFFORDABLE HOUSING IMPACT FEE AGREEMENT

This Affordable Housing Impact Fee Agreement (hereinafter "Agreement") is made and entered into on the ___ day of _____, 20__ (Effective Date) by and between: _____ (Property Owner), with an address of _____; and Indian River County, Florida, a political subdivision of the State of Florida, having a mailing address of 1801 27th Street, Vero Beach, FL, 32960 ("County").

Recitals

WHEREAS, on March 10, 2020, the Indian River County Board of County Commissioners approved Ordinance 2020-05, which adopted an impact fee schedule that incorporated a reduction or waiver in the impact fees for new affordable housing projects that meet certain square footage and housing occupant/household income requirements; and

WHEREAS, the Property Owner is developing an affordable housing project located at _____ (the "Property"), which is described in the attached Exhibit "A"; and

WHEREAS, the Property is being developed as one (1) single-family residential unit; and

WHEREAS, the Property Owner is entering into this Agreement in order to either reduce or completely waive impact fees for the Property; and

WHEREAS, the Property Owner understands that as part of this Agreement, the Property must be used for affordable housing for at least ten (10) years,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Property Owner and County hereby agree as follows:

1. The foregoing recitals are true and incorporated as if fully restated herein.
2. Term. The term of this Agreement shall be for the time period, beginning on the Effective Date set forth above, and terminating ten (10) years after purchase or rental by the first income qualified owner or renter as documented in the Indian River County Community Development Department (from evidence/documentation supplied by Property Owner), unless terminated earlier in accordance with this agreement.
3. Waiver/Reduction of Impact Fees. The impact fee for the development of the Property, without the affordable housing reduction, is \$_____. However, due to the applicable affordable housing reduction, the new impact fee for the Property is \$_____.
4. Affordable Housing Verification. In order to remain eligible for the impact fee reduction set forth in section 3 above, the home must be occupied by a household with an annual household income not to exceed 80% of the Area Median Income (AMI) by household size, as determined by the United States Department of Housing and Urban Development. For owner-occupied homes, Property Owner income must be verified

prior to initial occupancy and prior to change of occupancy by new owners. For rental homes, Property Owner shall verify renter income at change of tenancy. For owner occupied and rental homes, income shall be documented using the County's State Housing Initiative Partnership ("SHIP") program processes, unless a State or Federal Housing Program (e.g. Low Income Housing Tax Credit program) or a nonprofit housing provider program, with qualifying income restriction and monitoring requirements similar to the SHIP program is/are used to fund the construction of the housing. In those instances, County may rely on the income verification process established by those programs provided sufficient documentation is provided showing compliance with the below 80% AMI requirement based on household size, as determined by the U.S. Department of Housing and Urban Development. If no State or Federal Housing Program or nonprofit housing program with qualifying income restrictions are used to fund the construction of the housing, County will document income using the County's SHIP program processes.

5. Loss of Affordable Housing Impact Fee Reduction Eligibility. If during the term of this Agreement, the Property Owner no longer intends on utilizing the Property for affordable housing, the Property Owner can apply to County for a release of the affordable housing requirement and a termination of this Agreement, which will be granted upon the payment of the pro rata difference between the full impact fee due for the Property and the amount reduced under this Agreement, based upon the time the Property has been used for the required affordable housing (forgiveness of impact fees will be based on monthly calculations, fractional months will be rounded down). Any conversion of the use of the Property to a non-residential use, shall be addressed under Title X of the Indian River County Code of Ordinances.
6. Breach. To the extent the Property is no longer used for affordable housing or eligible for the affordable housing reduction as set forth in this Agreement, and Property Owner has not sought a termination as set forth in section 5 above, the Property Owner shall be deemed to have breached the terms of this Agreement. Property Owner shall owe County the difference between the full impact fee due for the Property and the amount reduced under this Agreement, upon thirty days' notice by the County of the breach. However, if the breach occurred more than five years after the effective date of this Agreement, Property Owner shall owe the County fifty percent of the difference between the full impact fee due for the Property and the amount reduced under this Agreement. If the breach occurs within five years of the Effective Date, but is not discovered until more than five years after the Effective Date, the Property Owner will not be entitled to the fifty percent reduction. Additionally, any amount owed will also include three percent interest calculated from the Effective Date.
7. Agreement Runs With the Land. Property Owner acknowledges that the rights and obligations under this Agreement run with the land and shall be binding and enforceable on all Property Owner's successors and/or assigns through the term of the Agreement. The County will record this Agreement in the Public Records of Indian River County.
8. Applicable Law; Venue. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida.

9. Indemnification. Property Owner shall indemnify and hold harmless the County, its commissioners, officers, agents, officials, employees, and subcontractors from and against any and all claims, liabilities, losses, damages, or causes of action which may arise from any misconduct, negligent act, or omissions of either the Property Owner or any of its respective agents, officers, or employees in connection with the performance of this Agreement.

10. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto.

[use if Property Owner is an entity]

Signed in the presence of the
Owner
following witnesses:

_____ Property

sign: _____
printed name: _____

By: _____
name: _____
title: _____

sign: _____
printed name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by _____, _____, who is personally known or produced identification in the form of _____.

NOTARIAL SEAL:

NOTARY PUBLIC:

Sign: _____
Print Name: _____
Commission No.: _____
Commission expiration _____

[use if Property Owner is an individual]

Signed in the presence of the following witnesses:

sign: _____
printed name: _____

By: _____
printed name: _____

sign: _____
printed name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by _____, who is personally known or produced identification in the form of _____.

NOTARIAL SEAL:

NOTARY PUBLIC:

Sign: _____
Print Name: _____
Commission No.: _____
Commission expiration _____

INDIAN RIVER COUNTY, FLORIDA

Signed in the presence of the following witnesses:

sign: _____
printed name: _____

By: _____
Phillip J. Matson
Community Development Director
Per Resolution 2020-_____

sign: _____
printed name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by **Phillip J. Matson**, the Community Development Director for Indian River County, Florida, who is personally known or produced identification in the form of _____.

NOTARIAL SEAL:

NOTARY PUBLIC:

Sign: _____
Print Name: _____
Commission No.: _____
Commission expiration _____

Exhibit A

Property Address:	
Property Parcel Number:	
Legal Description:	



**Indian River County
Maximum Annual Household Income for
Impact Fee Waiver/Reduction Lien**

Household Size	<u>Not to Exceed</u> 80% of Area Median Income (AMI)
1 Person	\$44,750
2 Persons	\$51,150
3 Persons	\$57,550
4 Persons	\$63,900
5 Persons	\$69,050
6 Persons	\$74,150
7 Persons	\$79,250
8 Persons	\$84,350

Median Income (MI) = \$79,900

Source: Florida Housing Finance Agency

***Updated: 08/24/2022

Impact Fee Waiver/Reduction Requirements for Homes with Household Income Not to Exceed 80% of Area Median Income (AMI)

Qualifying Land Use Category (Square Footage Under Air)

1. Single Family (Detached) between 1 and 1,500 square feet (100% Impact Fee Reduction – no impact fees); and
2. Multi-Family Units between 1 and 1,500 square feet (Under Air) – 100% Impact Fee Reduction (\$0 Impact Fees)

Process/Requirements

1. To qualify for either of these impact fee land use categories, an impact fee exemption application must be provided to and approved by the Planning Division of the Indian River County Community Development Department. As part of the approval process, an agreement restricting the use of the residence, acceptable to the County Attorney, must be executed restricting use of the households to incomes that do not exceed 80% of Area Median Income (AMI).
2. The term of affordability shall be for 10 years. For owner-occupied homes, income shall be Verified prior to initial occupancy and prior to change of occupancy by new owners during the 10 year affordability period. For rental homes, income shall be verified at change of tenancy during the 10 year affordability period. For owner occupied and rental homes, income shall be documented using the County's State Housing Initiative Partnership (SHIP) processes, unless, a State or Federal Housing Program (e.g. Low Income Housing Tax Credit program) or a nonprofit housing provider program, with qualifying income restriction monitoring requirements not administered by the County is/are used to fund the construction of the housing; in those instances the County may rely on the income verification process established by those programs provided sufficient documentation is provided showing compliance with the below 80% AMI requirement. If no State or Federal Housing Programs or nonprofit housing programs with qualifying income restrictions are used to fund the construction of the housing, the County shall document income using the County's SHIP processes.
3. Impact fees will be due and payable in the event the housing unit is sold or rented to a household as set forth in the agreement.