

CHAPTER 9

DEVELOPMENT AGREEMENTS

SECTION:

11-9-1: Purpose

11-9-2: Definitions

11-9-3: Form

11-9-4: Limitations

11-9-5: City Council Approval

11-9-6: Required Retainer And City Review Fees

11-9-7: Optional Term Sheet And Concept Plan/Map Review

11-9-8: TRC Review And Report

11-9-9: Planning Commission Recommendation

11-9-10: Public Notice

11-9-11: Recording

11-9-1: PURPOSE:

A. The purpose of the development agreement process described in this Chapter is to provide the City with a method of offering exceptions to existing City land use, infrastructure, and subdivision requirements in order to attract unique development opportunities that:

1. Align with the General Plan;
2. Improve more than one hundred (100) acres; and
3. Offer extreme benefits to the City. (Ord. 2025-09, 6-19-2025)

11-9-2: DEFINITIONS:

As used in this Chapter 9:

DEVELOPER: Any individual or entity seeking a development agreement, including property owners, professional developers, and agents of the same.

DEVELOPMENT AGREEMENT PROPOSAL and PROPOSAL: A formalized draft of a contract, not yet accepted by all parties, prepared for signing and intended as an offer by the developer to the City or vice versa. These terms do not refer to any Preliminary Materials.

PRELIMINARY MATERIALS: Concept plans and maps, term sheets, and other documents intended as tools for discussing the feasibility of a project and negotiating the basic terms of a Development Agreement Proposal. (Ord. 2025-09, 6-19-2025)

11-9-3: FORM:

A development agreement is a contract between the City and the Developer who proposes the agreement. Subject to any applicable federal, state, and county regulations, a development agreement may bestow exceptions to City ordinances. (Ord. 2025-09, 6-19-2025)

11-9-4: LIMITATIONS:

A. The City may reject a Development Agreement Proposal at any time before approval and for any reason, whether political or technical. Developers are not entitled to Proposal approval, even for applications that comply with existing City ordinances, that have been extensively discussed by the City, or that the City initiated.

B. If the City rejects a proposal to enter into a development agreement, the Developer may pursue approval of the project by complying with City ordinances and submitting the required land use and subdivision applications individually and in compliance with all existing federal, state, county, and City standards.

C. In accordance with Utah Code § 10-9a-532(2), development agreements are void to the extent that they:

1. Limit the City's future authority to enact land use regulations or other ordinances and rules that are necessary and proper to protect property in the City or to promote the health, safety, prosperity, morals, peace and good order, comfort, and convenience of the City and its inhabitants; or

2. Require the City to change the zoning designation of any land in the future.

D. Change Of Ownership:

1. In accordance with Utah Code § 10-9a-532(2)(f), development requirements, regulations, or controls described in a development agreement do not run with the land and are enforceable only against the named parties to the contract.

2. If a Developer who becomes party to a development agreement is not an individual (e.g., where the Developer is a partnership, corporation, LLC, trust, or other entity), the development agreement shall remain enforceable against the City only as long as the Developer, including any parent company, is owned by the same individuals who owned the Developer at the time the development agreement is entered into. Any change of ownership of Developer by merger, acquisition, stock sale, redemption, or sale of more than fifty percent (50%) of the Developer's assets shall, at the City's option, terminate the development agreement and the Developer's rights and entitlements thereunder. The City's option to terminate the development agreement for a change in Developer's ownership may be exercised by the City Council and shall be construed as an addition to any of the City's rights and remedies described in the development agreement. The Developer shall not have a right to terminate the development agreement in the case of a change of ownership described in this paragraph.

E. Expiration: Each development agreement shall terminate no later than ten (10) years after the day the agreement is executed. Upon termination of the agreement, all vested rights under the agreement held by the Developer or other private parties and concerning undeveloped or partially developed parcels shall terminate. All vested rights under the agreement shall continue on fully developed parcels. After the agreement terminates, the Developer may submit a new Proposal to continue developing any undeveloped or partially developed parcels. This paragraph shall be interpreted as an addition to any termination effects or breach of contract remedies described in the agreement.

F. Milestones: To the extent described in a development agreement, the City may require the Developer to meet certain milestones of development completion as a condition of Developer retaining entitlements under the agreement.

G. Amenities: To the extent described in a development agreement, the City may require the Developer to construct certain infrastructure, improvements, and community amenities and to do so prior to certain development phases. (Ord. 2025-09, 6-19-2025)

11-9-5: CITY COUNCIL APPROVAL:

A. The City Council is solely authorized to enter into development agreements with private parties and public entities:

1. Through a majority vote of the Council, evidenced by the Mayor's signature on a Development Agreement Proposal;
2. Following a public hearing and recommendation by the Planning Commission;
3. After reviewing any applicable staff reports;
4. After ensuring that adequate public notice was achieved for the above actions;
5. After the developer has paid all fees and outstanding invoices from the City; and
6. In accordance with Utah Code §10-9a-532, as amended.

B. The City Council may amend any Development Agreement Proposal before entering in to the development agreement. The City Council may accept, revise, or reject any Proposal terms suggested by a Developer, the Planning Commission, or the TRC.

C. The City Council may review a Proposal indefinitely.



DEVELOPMENT AGREEMENT PROCEDURE: OVERVIEW



(Ord. 2025-09, 6-19-2025)

11-9-6: REQUIRED RETAINER AND CITY REVIEW FEES:

A. A Developer seeking a development agreement shall be liable to reimburse the City for the City's personnel costs incurred in reviewing and revising Preliminary Materials and Development Agreement Proposals. The City's personnel costs include the time of City employees and outside consultants, engineers, and contractors, assessed at the City's standard hourly rates.

B. Before the City reviews any Preliminary Materials or Development Agreement Proposal, the Developer must:

1. Provide a retainer to the City of at least twenty thousand dollars (\$20,000.00); and
2. Acknowledge in writing the City's applicable hourly rates and authorize the City to reimburse itself from the retainer at said hourly rates.

C. The Developer must promptly replenish the retainer to its original amount at any time that the retainer decreases below four thousand dollars (\$4,000.00). Unused funds shall be returned to the Developer at the time the development agreement is signed or earlier at the Developer's request.

D. The City's use of retained funds does not entitle the Developer to City approval of any Proposal. In reimbursing the City under this Section and in paying any other fee required by the City, the Developer proceeds at the risk that the City may reject any Proposal at any time. (Ord. 2025-09, 6-19-2025)

11-9-7: OPTIONAL TERM SHEET AND CONCEPT PLAN/MAP REVIEW:

The Technical Review Committee (TRC), Planning Commission, and City Council may produce or review Preliminary Materials and provide comments on the same to a Developer. These Preliminary Materials and City comments on, concurrence with, or suggestions based on the same shall not in any way be construed as binding against the City. (Ord. 2025-09, 6-19-2025)

11-9-8: TRC REVIEW AND REPORT:

A. Upon the City's receipt of a Development Agreement Proposal, the Technical Review Committee shall review the Proposal for feasibility and desirability and compile all comments into a report for review by the Planning Commission and City Council.

B. The TRC may discuss the Proposal with the Developer to request information or suggest changes. The TRC may consider comments from outside consultants contracted with the City and any City staff member or affected entity.

C. Once the report is complete, or upon request by the Planning Commission or City Council, City staff shall schedule the Proposal for consideration at the next Planning Commission meeting for which adequate public notice can be achieved.

(Ord. 2025-09, 6-19-2025)

11-9-9: PLANNING COMMISSION RECOMMENDATION:

A. The Planning Commission shall review all Development Agreement Proposals and shall provide a recommendation on the same to the City Council. The recommendation may be for, against, or for with modifications and must include all written and oral objections received from the public.

B. Before providing its recommendation, the Planning Commission shall hold a public hearing and consider all written and oral objections received at the public hearing. (Ord. 2025-09, 6-19-2025)

11-9-10: PUBLIC NOTICE:

All public meetings and hearings by the City to consider a Development Agreement Proposal must be noticed as if the meetings and hearings were intended to adopt or amend a land use regulation under Utah Code § 10-9a-205. (Ord. 2025-09, 6-19-2025)

11-9-11: RECORDING:

City staff shall cause any fully executed development agreement to be recorded in the County Recorder's Office. (Ord. 2025-09, 6-19-2025)