

Bond Case Briefs

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DEVELOPMENT IMPACT FEES - UTAH

Alpine Homes, Inc. v. City of West Jordan

Supreme Court of Utah - August 10, 2017 - P.3d - 2017 WL 3445205 - 2017 UT 45

Property developers brought action against city alleging that city violated statutes requiring it to spend impact fees collected from developers on specified categories of expenditures within six years, and seeking refund of fees either because of unconstitutional taking or as claim in equity.

The District Court denied city's motion to dismiss. City appealed.

The Supreme Court of Utah held that:

- Developers failed to state claim under takings clause, and
- Developers did not have standing for claim seeking equitable reimbursement of fees.

Property developers waived on appeal their argument that city's assessment of impact fees and its failure to spend such fees on specified categories of expenditures within six years violated state constitutional takings clause, even though developers did cite state takings clause in their appellate briefing, where developers did not undertake any independent analysis of language of state takings clause, cite authority interpreting it, or otherwise present independent rationale, apart from arguments based on federal takings clause, for takings violation based on state law.

Property developers did not retain any interest, after selling homes, in having city use impact fees as statutorily required, and, thus, did not have standing for claim seeking equitable reimbursement of unspent or misspent impact fees they had paid to city, since only expectation developers could reasonably have had for paying impact fees was approval for their development, which they received, and any injury from city's alleged misuse of fees would be to residents of developed property.