



**West Point City**  
**Planning Commission Agenda**  
**June 12, 2025**  
**WEST POINT CITY HALL**  
**3200 W 300 N WEST POINT, UT**

**IF UNABLE TO ATTEND IN-PERSON, CITIZEN COMMENT MAY BE EMAILED PRIOR TO [khansen@westpointutah.gov](mailto:khansen@westpointutah.gov)**  
**- Subject Line:** Public Comment – June 12, 2025, Planning Commission Meeting  
**- Email Body:** Must include First & Last Name, address, and a succinct statement of your comment.

**WORK SESSION – 6:00 PM**

*Open to the public*

1. Review of agenda items
2. Other items

**GENERAL SESSION – 7:00 PM**

*Open to the public*

1. Call to Order
2. Pledge of Allegiance
3. Prayer/Thought (*Please contact the Clerk to request meeting participation by offering a prayer or inspirational thought*)
4. Disclosures from Planning Commissioners
5. Public Comments
6. Approval of minutes from the April 24, 2025, Planning Commission meeting

**Administrative Items**

*Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application's compliance with the ordinance.*

7. Conditional use permit for a 2,000 square foot accessory building on property located at 1646 N 4500 W; *Russell Porter, applicant*
8. Conditional use permit for a major home occupation for RDP Cabinets & Millwork located at 1646 N 4500 W; *Russell Porter, applicant*
9. Conditional use permit for a 2,480 square foot accessory building on property located at 1053 N 3800 W; *Dale Kruitbosch, applicant*
10. Conditional use permit for a 1,920 square foot accessory building on property located at 673 N 2300 W; *Doug Laub, applicant*

**Legislative Items**

*Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for review at the next available City Council meeting.*

11. Discussion and consideration to rezone 13.14 acres located at 3900 W 300 N from R-2 to R-4 (6 units per acre); *Matt Leavitt, applicant*
  - a. Public Hearing
  - b. Decision
12. Discussion and consideration for a development agreement for property located at 3900 W 300 N; *Matt Leavitt, applicant*
  - a. Public Hearing
  - b. Decision
13. Discussion and consideration to amend the Harvest Fields development agreement; *Capital Reef Management LLC, applicant*
  - a. Public Hearing
  - b. Decision
14. Discussion and consideration to amend section 17.60 to create an A-20 (Agricultural/half acre minimum) zone
  - a. Public Hearing
  - b. Decision
15. Staff Update
16. Planning Commission Comments
17. Adjournment

*Posted this 6<sup>th</sup> day of June, 2025*



Katie Hansen, Deputy City Recorder

If you plan to attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least twenty-four (24) hours prior to the meeting and we will seek to provide assistance.

**Certificate of Posting**

The undersigned, duly appointed Deputy City Recorder, does hereby certify that the above notice and agenda was posted within the West Point City limits on this 6<sup>th</sup> day of June, 2025, at the following locations: 1) West Point City Hall Noticing Board 2) the City website at <http://www.westpointutah.gov> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>  
Katie Hansen, West Point City Deputy Recorder



3200 WEST 300 NORTH  
WEST POINT CITY, UT 84015

## WEST POINT CITY PLANNING COMMISSION MEETING MINUTES

APRIL 24, 2025

### WORK SESSION 6:00 PM

**Planning Commission Present:** Chairperson PJ Roubinet, Vice-Chair Rochelle Farnsworth, Commissioner Jeff Turner, Commissioner Joe Taylor, Commissioner Adam King, and Commissioner Spencer Wade

**Planning Commission Excused:** None

**City Staff Present:** Bryn MacDonald, Community Development Director; Troy Moyes, City Planner; Katie Hansen, Deputy City Recorder

**Visitors:** Jordan Meyer and Tami Yeoman

#### 1. Discussion of a proposed Ogden Clinic located at 125 S 3000 W

Troy Moyes presented the site plan for a proposed expansion of the Ogden Clinic. The expansion was to take place on Lot 2, located directly east of the existing Ogden Clinic. The property was already zoned CC (Community Commercial), so no rezoning was required. The proposal included a new 15,000-square-foot building, and staff had conducted a thorough review of the plans, which were noted to be well-prepared by the project's architect.

Troy Moyes explained that the medical office use was permitted under the existing zoning. He confirmed that the project met parking requirements (two spaces per 1,000 square feet), landscape requirements (15% of the site), and architectural standards, which matched the existing building. He also noted that the building complied with articulation standards required by code.

Because the site bordered an R-4 residential zone (townhomes), the developer was required to include a buffer, which they had shown as a landscaped area. However, Troy Moyes pointed out that the city was still waiting on two items from the applicant: A detailed landscape plan (to confirm the number of required trees and shrubs) and a lighting plan (to ensure no light pollution spilled onto neighboring properties).

Commissioner Roubinet asked for clarification on which version of the city code applied and Troy Moyes confirmed that site plan applications are reviewed under the code in effect at the time of application. Commissioner Roubinet also asked hypothetically whether a site plan submitted after a zoning use change would be allowed under old standards. Troy Moyes explained that it would not, unless an application had already been submitted before the change.

Jordan Meyer, representing the applicant, remarked that more accessible medical options like instacares were preferable to hospital visits and expressed support for the expansion. Troy Moyes

clarified that the new facility would offer additional services, such as physical therapy and EMT support. Mr. Meyer stated this would be for medical use and no dentist offices would be included in the new building.

There were no objections or concerns from the commissioners. Bryn MacDonald stated the discussion was for input only and that the project would likely return for a decision at the next meeting, pending receipt of the final documentation.

## **2. Discussion of the revised PRUD code**

Staff explained that the PRUD (Planned Residential Unit Development) is an overlay zone intended to provide flexibility and allow for increased density in residential developments. They noted that the city has a history of implementing various versions of flexible zoning, including PRUD, PUD (Planned Unit Development), and PVFD (Planned Variety Flexibility Development), which have evolved over time to accommodate different development challenges.

Several past developments were cited to show how the PRUD overlay had been used. Harvest Field gained 36 extra lots by providing landscaping, entrance features, amenities, and open space. Murray Place added three lots with similar improvements. Hall Haven received no extra lots but was granted flexibility for narrower lots, a private road, and enhanced design. Sun View Estates also gained flexibility—not density—for adding street trees and reducing lot sizes from 12,000 to 10,000 square feet.

Staff noted that the PRUD ordinance had undergone many tweaks over time, which had led to inconsistencies and difficulty in interpretation. Therefore, the intent was to repeal and replace the ordinance to provide a cleaner, more understandable version.

Bryn MacDonald commented that codes often must be written to account for the “worst” developers, those who will do the bare minimum, making it challenging to create flexible yet fair rules. She stated that the need for revision arose after recognizing developers were receiving too much leniency for too little in return.

Troy Moyes explained that the amendment effort stemmed from prior City Council discussions about whether to continue using development agreements to grant flexibility or to formalize standards through an overlay zone. The Council had directed staff to revise the PRUD ordinance so that developers would go through this process before the city considered a development agreement.

Commissioner Roubinet supported the idea of creating a more defined structure to reduce reliance on negotiations. Bryn MacDonald emphasized that unlike development agreements where developers propose what they want without guidance, the revised code would include specific guidelines indicating what amenities or improvements were required to gain flexibility or density.

Bryn MacDonald noted that while the current code allowed developers to earn up to 20% additional density by providing certain amenities, the proposed revision would reduce the maximum bonus to 10%. Additionally, some features that previously earned credit such as street trees and fencing

would become baseline requirements. Developers who met the baseline standards could gain flexibility in things like lot sizes, but not additional density unless they included further enhancements from a designated list.

Under the proposed code, flexibility would no longer have minimum lot size requirements. Commissioner Roubinet questioned whether this could be problematic, but Troy Moyes explained that PRUDs are legislative decisions, and the Commission could deny proposals they didn't like. He added that other cities also omit minimum lot sizes in similar overlay zones, and most developers naturally prefer varied lot sizes to accommodate the shape and constraints of the land.

Commissioner Roubinet also asked whether applying for a PRUD was considered a zone change. Bryn MacDonald confirmed that it was and required submission of a site plan and additional documentation.

Bryn MacDonald explained that recent development agreements, like Hall Haven, had caused confusion because it was unclear whether developers were gaining flexibility through the PRUD code or through the development agreement itself. Due to the current PRUD code's complexity, staff had steered developers away from using it until revisions could be made. Troy Moyes added that developers had become accustomed to appealing directly to the Commission to get what they wanted. Commissioner King questioned the overall value of the PRUD if every developer ends up using it, to which Troy Moyes responded that developers might reconsider using it if there's no density gain—only flexibility.

Bryn MacDonald emphasized that the current PRUD allowed projects of any size and let developers choose from an amenity list in exchange for density or flexibility. The revised code would require a minimum of 10 acres to qualify for a density bonus and would no longer allow developers to pick amenities; instead, they must meet mandatory standards. Projects under 10 acres would only be eligible for flexibility (not additional lots), which made more sense given the limited open space options on smaller parcels.

Flexibility would be limited to lot size, width, and setbacks, not street width or other standards. Although there would be no minimum lot size or setbacks in the new code, building and fire codes would still mandate 10 feet between structures. Bonus density, currently up to 20%, would be reduced to 10%, and only allowed in R-1, R-2, and R-3 zones, not R-4.

Commissioners generally supported these changes, preferring the reduced 10% cap and maintaining zoning integrity. Bryn MacDonald clarified that developers must now submit site plans and conceptual building elevations instead of finalized ones, especially for single-family homes. She noted that the PRUD framework gave cities more leverage to require architectural standards, something the state doesn't normally allow without a negotiated benefit to the developer. Architectural requirements were already being included in development agreements. Under the revised PRUD code, certain amenities like fencing all lots, adding water features, and providing affordable housing (25% of homes priced under state-defined caps) could qualify a project for density bonuses. However, the Planning Commission would determine how much bonus density each amenity warranted, based on its impact.

The affordable housing requirement led to questions about feasibility within the R-3 zone. Bryn MacDonald confirmed smaller lots (5,000–6,000 sq ft) could help meet the price point. Commissioner Turner asked about enforcement of owner-occupancy provisions, to which Bryn MacDonald replied that while legal, enforcement would fall on HOAs, not the city.

Bryn MacDonald said developers might have to select multiple amenities to justify large density requests. Front-yard landscaping meeting state water-wise standards was another added requirement, though subject to future review. Amenities like pools, playgrounds, trails, clubhouses, and park dedications were retained, with added value if developers built the parks themselves. Commissioner King raised concerns about ongoing maintenance of amenities. Bryn MacDonald explained that street trees would be in individual yards, but open space or parks not deeded to the city would necessitate HOAs. A new provision allowed developers to offer a cash fee in lieu of parkland, with the money earmarked for parks or open space nearby.

Attached units (twin homes in R-2 and patio-style fourplexes in R-3) were permitted under the revised code but did not include townhomes and offered no additional density. Twin homes would be owner-occupied. Setbacks remained flexible, but private streets would only be allowed in attached-unit developments; otherwise, streets would be public.

Troy Moyes asked if they were ready for a first read of the draft. Commissioner Turner asked if any developers had been consulted, and Bryn MacDonald admitted they had not, though the revised code addressed common complaints about inflexibility. Many developers only needed small adjustments, like a lot 100 square feet smaller or two feet narrower, rather than full density increases.

Commissioner King asked whether the changes aligned with other cities. Bryn MacDonald said practices varied widely—some cities allowed higher density bonuses or had no amenity lists at all, relying on open negotiation. Most cities required at least 10–20% open space and had higher minimum acreage requirements (15–30 acres) for PRUDs. Troy Moyes noted that allowing small subdivisions under PRUD was unique and part of what they were trying to eliminate in favor of clearer, more consistent zoning standards without needing individual development agreements. In conclusion, Commissioners agreed to move forward with a first reading. Bryn MacDonald confirmed they had been working on the revisions for several months and would present the updated draft at an upcoming meeting.

### **3. Discussion of the proposed landscaping ordinance**

Bryn MacDonald recapped a previous discussion with John Perry from Weber Basin, highlighting four key landscaping rules: No lawn in park strips (the area between curb and sidewalk), no lawn in areas less than 8 feet wide, a 35% maximum lawn coverage for front and side yards in single-family residential properties, and a 15% maximum lawn coverage for new commercial, industrial, institutional, and multi-family developments, except in designated recreational areas. Bryn MacDonald asked if the group wanted to adopt the 35% and 15% lawn limits.

The Commission discussed possible exceptions for smaller lots, but John Perry's data suggested smaller lots were less water-efficient, discouraging exceptions. Commissioner Farnsworth raised the

idea of allowing exceptions if more water-efficient turf or hybrid grasses were used. Bryn MacDonald noted Utah has some promising hybrid grasses that require less water, though lawns typically go dormant in summer in the desert climate.

There was also discussion about alternative landscaping materials such as astroturf, which is not living material and therefore wouldn't count toward living plant requirements. Concerns were raised about the heat effects of large areas of rock landscaping, emphasizing the need to include some living plants to avoid negative environmental impacts.

Troy Moyes clarified that the city needed to decide whether to participate in the Weber Basin program, which offers rebates to residents for converting lawns and installing smart irrigation controllers. The city's participation would enable residents to access these benefits. There was general agreement that while the 35% lawn limit might be restrictive, it was acceptable, though some wanted more options to achieve water savings. The conversation concluded with Bryn MacDonald indicating they would draft the code language and bring it back for further discussion.

#### **4. Discussion of an amendment to the General Plan Land Use Map**

Troy Moyes explaining that the Planning Commission was directed by the City Council to review and consider amendments to the General Plan for the northern area of the city, specifically north of 1800 N up to the city boundary. He introduced a proposal to create a new agricultural zoning classification called A-20, which would allow half-acre lots (21,780 square feet), translating to roughly two units per acre (net density about 1.7 units per acre after roads). This new zone would sit between the existing A-40 (one acre per unit) and A-5 (one unit per five acres) zones. The minimum lot frontage and setbacks would be similar to the A-40 zone, with 100-foot width and 100-foot depth minimums.

Commissioners asked for clarification about the A-20 zone, confirming it would be strictly agricultural with no PRUDs allowed, retaining agricultural benefits and commercial agricultural uses. Troy Moyes noted the current General Plan designated the area as R-1 (2.2 units per acre with minimum 12,000 sq ft lots), so A-20 would significantly increase minimum lot size compared to R-1.

The group discussed the sewer service boundary, noting that the A-20 zone would be served by the existing sewer lift station, unlike the A-40 zone. There was mention of a possible small neighborhood commercial zone at the intersection of 2425 N and 5000 W.

Commissioners and staff shared their initial impressions, with general support for the half-acre minimum lot size as a market need and a good compromise between denser R-1 zoning and larger agricultural lots. They noted that road dedications reduce actual lot sizes, so density might be slightly less than two units per acre. Some expressed concern about irrigation methods, with discussion of traditional flood irrigation versus pressurized sprinkler systems and the challenges posed by local water providers (Hooper Water and Hooper Irrigation). It was noted that water rights and irrigation infrastructure would vary depending on the location and development specifics.

There was discussion about the 100-foot frontage requirement, with some commissioners suggesting wider lots might be preferable to allow for detached garages and a more open feel. The group agreed to study lot layouts to better visualize lot dimensions and house placement.

Regarding location, some Commissioners recommended extending the A-20 zone further south. Bryn MacDonald stated near the high school should be higher density for compatibility. They decided to maintain R-1 zoning in recently annexed areas and focus on adjusting zoning in other parts of the north area.

Commissioners also discussed pending development applications, including Ivy Meadows, which had an active but tabled application under the R-1 zone. They acknowledged that any denial of the application would require re-submission under new zoning with a one-year waiting period.

The conversation concluded with consensus agreement on the proposed commercial zoning at the intersection, the A-5 zone in designated areas, and maintaining R-1 zoning where appropriate. The group planned to refine the A-20 zone details and continue evaluating the general plan amendments.

#### **5. Review of agenda items**

This item was not discussed.

#### **6. Other items**

This discussion took place at the end of the General Session after item number 10. Bryn MacDonald reported that the City Council had recently discussed the Parkers development but was not yet ready to hold a public hearing, with further discussion planned for the next meeting. Nielsen Crossing was also discussed and received general approval, with its public hearing scheduled for the upcoming meeting. Additionally, Matt Leavitt was expected to return with plans for his subdivision, though no new information had been submitted yet as he was still working with his engineer. Another subdivision called Rojo Rose was in the pipeline, located next to the Kirkman property on 1300 N, south side of the road, consisting of 12 lots. Finally, the plat for two lots on 4000 W, adjacent to Bennett's property, had just been recorded.



3200 WEST 300 NORTH  
WEST POINT CITY, UT 84015

## WEST POINT CITY PLANNING COMMISSION MEETING MINUTES

APRIL 24, 2025

### GENERAL SESSION 7:30 PM

**Planning Commission Present:** Chairperson PJ Roubinet, Vice-Chair Rochelle Farnsworth, Commissioner Jeff Turner, Commissioner Joe Taylor, Commissioner Adam King, and Commissioner Spencer Wade

**Planning Commission Excused:** None

**City Staff Present:** Bryn MacDonald, Community Development Director; Troy Moyes, City Planner; Katie Hansen, Deputy City Recorder

**Visitors:** Tami Yeoman, Jeramie Humphries, Brad Devereaux, Mike Bastian, and Eric Fisher

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Prayer** – Commissioner Wade
4. **Disclosures from Planning Commissioners**

There were no disclosures from the Planning Commissioners.

5. **Public Comments**

There were no public comments.

6. **Approval of minutes from the March 27, 2025, Planning Commission meeting**

Commissioner Taylor motioned to approve the minutes from the March 27, 2025, Planning Commission meeting. Commissioner King seconded the motion. All voted aye.

7. **Approval of minutes from the April 10, 2025, Planning Commission meeting**

Commissioner Taylor motioned to approve the minutes from the April 10, 2025, Planning Commission meeting. Commissioner King seconded the motion. All voted aye.

8. **Discussion and consideration to rezone property located at 2024 N 4500 W from R-1 to R-4; Jeramie Humphries and Brad Devereaux, applicants**

Troy Moyes explained that Jeramie Humphries and Brad Devereaux had applied to rezone 6.94 acres of land located at approximately 2018 N 4500 W from R-1 (low-density residential, up to 2.2 units/acre) to R-4 (medium-density residential, up to 6 units/acre). Although the property had



already been rezoned by the City Council on August 29, 2023, the applicants had requested during the 2024 General Plan update that the area be officially designated for future R-4 use. The City Council granted this request and included the designation in the amended General Plan adopted in December 2024.

The Planning Commission had previously reviewed the proposal in meetings held on February 27 and March 27, 2025. A public hearing on April 10, 2025, revealed community concerns about infrastructure adequacy, particularly regarding roads and sewer capacity, as well as the sustainability of the development. At that time, the application was tabled due to the absence of CC&Rs.

The applicants later submitted a conceptual plan, a landscape plan, and CC&Rs, which included a stipulation for owner-occupancy: “All homes in the project shall be owner-occupied for the life of the home, with exceptions allowed per Utah Code section 57-8a-209.”

The chart below shows the R-4 zone requirements and what the applicant is proposing:

<b>R-4 Zone</b>		
<b>Standard</b>	<b>Required</b>	<b>Proposed</b>
Minimum Density	3.7 units/acre	4.76 units/acre
Maximum Density	Up to 6 units/acre	4.76 units/acre
Minimum Lot size	5,000 sq/ft	5,010 sq/ft
Conceptual Plan	Yes	Provided
Landscape Plan – includes one 2-inch caliper tree per dwelling	Yes	Provided & attached
Draft CC&R with owner-occupancy requirements	Yes	Provided & attached
Elevations	Yes	Provided; See below
Perimeter fence	Yes	Not Shown
Any required detention areas shall be landscaped	Yes	Unknown
Twin Home max	20% (6 units)	20% (6 units)

Commissioner Roubinet raised questions about a triangular piece of land at the end of the proposed road, expressing concern about maintenance and access, since the applicants did not want to form an HOA. Commissioner King brought up additional issues related to the front-facing homes, driveways, and setbacks. Commissioner Wade stated the southern home would be removed to address setback issues and allow road adjustments.

Jeramie Humphries, West Point, confirmed that the driveway access would come from the new internal road, with driveways onto 4500 W eliminated. He and Brad Devereaux planned to

personally retain ownership and tie it either to lot 1 or lot 35 and maintain the triangular parcel adjacent to the Hooper Irrigation canal, which was already maintained under Hooper's easement.

Troy Moyes clarified that the parcel might become a standalone lot. Bryn MacDonald noted that if it remained a separate parcel, it could theoretically be sold and might not remain properly maintained. She suggested the CC&Rs could require ownership and maintenance by the owner of lot 1 or lot 35, though enforcement complications could arise. Commissioner Wade emphasized that ownership should be tied to a single lot owner for simplicity.

Commissioner Roubinet questioned fencing along the canal and road. Mr. Humphries, applicant, stated a barbed-wire fence already existed, but the Commission wanted a more robust barrier due to proximity to agricultural land. Troy Moyes confirmed that development code required a 6-foot chain link fence in such cases and noted the issue could be addressed further during the preliminary plat phase.

Discussion turned to landscaping for the R-4 zoning. Troy Moyes stated that no landscaping was currently proposed on the small parcel, but it was a zoning requirement. Options included adding a condition requiring a landscaping plan before forwarding the application to the City Council or tabling the item until a plan was submitted.

Concerns also arose about the potential future use of the small parcel such as parking or RV storage if gravel or asphalt were added. Commissioners wanted to avoid misuse of the area. Bryn MacDonald suggested possibly involving the adjacent Salt Grass development, which had an existing HOA and landscape maintenance, in maintaining the parcel. Since Salt Grass was already constructing nearby infrastructure (including roads and a sewer line), a cooperative agreement might be possible.

Staff agreed to work with the applicants, Salt Grass, and the canal company to determine landscape responsibilities before the proposal went to City Council. If those entities declined, the CC&Rs would need to specify ownership and maintenance obligations, and a landscaping plan would need to illustrate the outcome.

Commissioner King motioned to approve the rezone request for 6.94 acres of property located at approximately 2018 N 4500 W from R-1 Residential to R-4 Residential and forward the item to City Council for consideration with the condition that staff works with the developer on the landscape plan for the east triangle parcel. Commissioner Wade seconded the motion. All voted aye.

Commissioner Farnsworth – Aye  
Commissioner Turner – Aye  
Commissioner Wade – Aye  
Commissioner King – Aye  
Commissioner Taylor – Aye  
Commissioner Roubinet – Aye

Motion passed unanimously.

**9. Discussion and consideration of a General Plan amendment for property located at approximately 2350 N 5000 W from R-1 (Residential/2.2 units per acre) to R-2 (Residential/2.7 units per acre); Castle Creek Homes, applicant**

Mike Bastian, representing Castle Creek Homes, is proposing a development located at approximately 2350 N 5000 W. The applicant previously shared this project during the work sessions held on October 10, 2024, January 9, 2025, and April 10, 2025, where the Planning Commission provided feedback and recommendations for consideration. Following these discussions, the Planning Commission has scheduled a public hearing to gather public input and continue discussion on the proposal.

The proposal involved a General Plan amendment, not a rezone, with the potential for the applicant to request a rezone at a later date following City Council action. The applicant aimed to amend the General Plan to allow for R-2 residential zoning on the 82.94-acre site, which would include a conceptual plan for a 211-unit development with open space. Planning Commission members had previously expressed interest in seeing a variety of lot sizes and emphasized the importance of incorporating a park and trail connection as part of the future development.

Commissioner Farnsworth questioned whether the land for the open space and trail needed to be deeded to the city as part of the General Plan change and whether a reversion clause would apply if it wasn't. Troy Moyes clarified that such requirements typically apply at the rezone level, not during a General Plan amendment. He emphasized that the current discussion was centered on whether the Commission supported the concept of R-2 zoning in this area, with details such as land dedication and development agreements to be addressed during a future rezone process.

Commissioner Farnsworth expressed concern about approving an R-2 designation without binding conditions but acknowledged that the proposal was being considered due to the potential benefit of a future trail connection. Bryn MacDonald reiterated that changing the General Plan did not entitle the developer to anything, and that entitlements and specific conditions such as the dedication of 3.2 acres of open space would come later through a development agreement at the rezone stage. She also noted that, even if the General Plan were amended to R-2, the city would not be obligated to approve a rezone unless the corresponding commitments were met. Commissioner Farnsworth stated that while she would not normally support R-2 zoning in this location, she was weighing it because of the proposed connectivity improvements, to which Bryn MacDonald responded that she understood the difficulty of the decision.

**a. Public Hearing**

Tami Yeoman, Hooper, unincorporated Davis County: Mrs. Yeoman expressed concern about the proposed rezoning. She noted that the master plan designated the area for 2.2 units per acre, and questioned why developers continued to push for higher and higher density. She felt that when the master plan was set at 2.2, it should remain that way. Mrs. Yeoman said she was saddened and, based on her understanding of the location, believed that one reason for the lack of public opposition at the meeting was due to residents not receiving proper notification. She shared that she had texted individuals living in close proximity to the property, and they told her, "We didn't get anything at all. Yes, we are opposed to higher density. The only reason we knew they had annexed us in was because a friend of mine

works at the county and told me it was recorded.” Mrs. Yeoman said there was a lot of frustration among residents and it felt to her as though the proposal was crafted in a way that manipulated the square footage and zoning in order to avoid mailing notices to neighboring property owners. She reiterated her concern that people in the area were not receiving information about the proposal. She stated she was baffled and said the only reason she even knew about the issue was because she had signed up to receive the agendas. Mrs. Yeoman concluded by reinforcing her opinion that the 2.2 density should stand as outlined in the General Plan. She expressed concern about water usage, noting that the proposed development would require a significant amount of water. She pointed out that current lots are being allocated water based on one-acre and half-acre sizes, depending on the water company, and doubling that density could strain water resources. She emphasized the need to be good stewards and urged caution moving forward.

Commissioner King motioned to close the public hearing  
Commissioner Taylor seconded the motion  
All voted aye.

b. Decision

Troy Moyes clarified that the current process was a General Plan amendment, which does not require mailed notices, those would come during the rezone phase.

Mike Bastian reviewed the planning process of the total 83 acres, emphasizing collaboration with city staff and numerous concept revisions. He explained the importance of maintaining larger lots along the perimeter and incorporating a trail system for connectivity. When asked by Commissioner Taylor about lot 44, Mr. Bastian clarified it was an awkward parcel likely to be separated and held until adjacent land is developed.

Commissioner Turner raised concerns about balancing smaller and larger lot sizes, especially in an area where residents may want space for RVs or detached garages. Mr. Bastian noted that widening lots often wastes space and that the proposed layout already offered a mix of R-1 and R-2 zones with deeper lots at the entrance.

The conversation turned to the trail location, with Bryn MacDonald confirming the proposed alignment was consistent with city plans. Commissioners agreed the trail added long-term value. Discussion also touched on whether the project could qualify as a PRUD with varying density bonuses. While Mr. Bastian initially considered a PRUD, he ultimately leaned toward R-2 zoning for clarity and simplicity, though he remained open to further refinement during the rezone process.

Bryn MacDonald praised Mr. Bastian’s patience and flexibility, noting the proposal had evolved significantly since its original submission several months ago, including scaling back from a much denser R-3 plan. Commissioner Wade expressed general support, acknowledging the density, but calling the layout thoughtful and appropriate for the site.

Commissioner Turner revisited the idea of possibly adjusting lot sizes by balancing smaller lots with some larger ones. Mr. Bastian explained that the lots couldn’t be smaller than

10,000 square feet, but was open to exploring options to reconfigure the layout for larger lots without adding more units. Commissioner Turner suggested future land use should consider regional developments and potential for lower density areas.

Commissioner Farnsworth raised the idea of removing minimum lot sizes in favor of average density to allow for more creative designs, which Mr. Bastian acknowledged would provide flexibility. Bryn MacDonald clarified that the current PRUD code requires minimum frontage but the proposed new PRUD code would remove that requirement.

Commissioner Roubinet supported the idea of preserving space for a future trail, emphasizing the high cost of acquiring land later, a sentiment echoed by Commissioner Taylor and Commissioner King, who felt the plan with the trail and park was a better compromise and consistent with future commercial development.

Troy Moyes questioned whether pursuing a General Plan amendment to R-2 was necessary, suggesting a PRUD under the existing R-1 zoning could achieve similar results without setting a precedent for surrounding properties. Multiple commissioners agreed, noting the value in preserving the General Plan and avoiding a domino effect of zone changes. Commissioner Farnsworth emphasized the visual logic and consistency of using a PRUD rather than amending the General Plan.

Mr. Bastian agreed to pursue the PRUD route, provided he could dedicate parkland to the city and maintain reasonable HOA obligations. It was clarified that under a PRUD, the park and trail would be city-owned and not part of the HOA. Bryn MacDonald stated Mr. Bastian would need to withdraw his General Plan amendment application and submit a PRUD application under current zoning. This new application would require a new public hearing where notices would be mailed out to surrounding property owners.

Commissioner King motioned to table any action on the General Plan request for 83 acres of the property located approximately 2350 N 5000 W from R-1 Residential to R-2 Residential indefinitely. Commissioner Wade seconded the motioned. All voted aye.

#### **10. Discussion and consideration of General Plan amendment to create Small Area Plans for Commercial Core and Main Street areas**

Bryn MacDonald presented an overview of the City's small area plans, which were developed as part of the broader General Plan adopted in December. She explained that while the General Plan included these areas as simple overlays, designated as the *Main Street* and *Commercial Core* areas, the small area plans now provided more detailed guidance for potential land use, density, and layout.

The Main Street small area plan covered the area across the street from City Hall. It included future visions for civic buildings—such as a future City Hall and a recreation center or library. The plan showed main street-style commercial uses, similar to Ogden's 25th Street, along with residential areas. The residential portion on the west side included small-lot single-family homes (similar to R-4 zoning), while the east side proposed larger-lot residential areas. Townhomes were also

represented in the plan. Bryn MacDonald clarified that there were no apartments proposed in this section.

The Commercial Core small area plan focused on the area behind Smith's grocery store, north of SR-193. It featured big-box retail along SR-193 and flexible commercial or business park space. Most of the residential shown was large-lot single-family housing, with a few townhomes and two new apartment buildings located just south of the existing apartment complex by Smith's. Bryn MacDonald emphasized that this was primarily a single-family residential plan.

Commissioner Roubinet inquired about the number of apartment units proposed. Bryn MacDonald responded that the plan allowed for about 100 multi-family units. Commissioner Roubinet confirmed there were currently 110 units in the area by Smith's, noting the plan would essentially double the existing apartment count, but only in the area directly south of the current complex. Bryn MacDonald clarified that this was the only location for apartments on the city's General Plan, aside from areas near the corridor interchange.

Commissioner Roubinet also sought clarification that this plan was conceptual and not a rezoning action. Bryn MacDonald confirmed that it was purely a vision for future development. She explained that it was meant to guide what the area could look like as landowners sell or develop over time. There were no current proposals to build according to this plan.

Commissioner Turner asked about the west side of the Main Street plan, specifically the proximity of housing to the existing golf course driving range. He expressed concern about the risk of golf balls hitting nearby homes and suggested using deeper lots in that area. Bryn MacDonald acknowledged the concern and said staff had debated density placement. They had ultimately decided on smaller lots near the golf course and larger lots adjacent to existing acre lots on 3000 W, but she agreed deeper lots could be considered.

Commissioner Turner also asked if a fence would be required between the homes and the golf course. Commissioner King noted that question might be better answered by the golf course operator, as homes are often located close to golf courses elsewhere in the county. Bryn MacDonald added that any fencing or adjustments would largely be up to the golf course. She also mentioned that they had discussed moving the golf course entrance with its operator, John Schneider, who was open to the idea, possibly resulting in the relocation of the driving range in the distant future.

a. Public Hearing

There were no public comments.

Commissioner Turner motioned to close the public hearing

Commissioner Taylor seconded the motion

All voted aye.

b. Decision

Commissioner Taylor motioned to recommend approval of the Small Area Plan as an appendix to the General Plan and forward the item on to City Council

Commissioner Wade seconded the motion

Commissioner Taylor – Aye  
Commissioner Wade – Aye  
Commissioner Turner – Aye  
Commissioner King – Aye  
Commissioner Farnsworth – Aye  
Commissioner Roubinet – Aye

Motion passed unanimously.

#### **11. Planning Commission Comments**

Commissioner Turner acknowledged that he had failed to previously disclose a conversation he had with Matt Leavitt regarding his property. He requested that, for future subdivision discussions, Google Earth images be provided to help offer a clearer visual of the projects. Bryn MacDonald confirmed that could be arranged. Commissioner Turner also thanked the staff for their hard work, noting that the work session had generated valuable discussion.

Commissioner Wade stated that, speaking independently from his role on the Planning Commission and as a property owner who may be affected by the new PRUD, he is uncertain about the potential impacts. He explained that he is not the sole decision-maker regarding the property, and some of the land is designated as park space in the General Plan, which could be affected by the new PRUD. He appreciated all the work as it makes sense, will be better, and he is excited to move forward with that.

Commissioner Farnsworth stated she is excited about the new PRUD. She feels the work session was beneficial to see the differences. She appreciated the hard work of staff.

Commissioner Taylor thanked the staff for their hard work and shared that he had attended the City Council meeting where the Parker property was discussed. He noted that the Council expressed a general sentiment in support of allowing property owners to use their land as they see fit. However, he also recalled Council Member Yarbrough stating that he agreed with the Planning Commission's assessment that the proposal did not align at that time. Commissioner Taylor expressed interest in hearing further discussion from the City Council on the matter.

Commissioner King thanked staff for all the hard work. He thanked the public for being in attendance and helping to be a part of the process.

Commissioner Roubinet expressed appreciation for the extended work session and supported keeping the meeting start time the same while pushing the general meeting back by 30 minutes. He emphasized the importance of taking the necessary time for thorough discussion, noting that the decisions made impact many people. He also thanked staff for their hard work.

## **12. Adjournment**

Commissioner King motioned to adjourn the meeting. Commissioner Farnsworth seconded the motion. All voted aye.

---

Chairperson – PJ Roubinet

---

Deputy City Recorder– Katie Hansen

DRAFT



# Planning Commission Staff Report

**Subject:** CUP Accessory Building – 1646 N 4500 W  
**Author:** Troy Moyes, City Planner  
**Department:** Community Development  
**Date:** June 12, 2025



## Background

Russell Porter is requesting a conditional use permit to construct a 3,450-square-foot accessory building on his property located at 1646 N 4500 W. The property measures slightly over 1 acre, which is equivalent to 43,950 square feet. According to West Point City code 17.70.030(A)(5), all accessory buildings that exceed 1,500 square feet, regardless of the lot size, require a conditional use permit.

## Process

Conditional Use Permits are administrative decisions, meaning the Planning Commission must approve the application if it meets the specific standards outlined in the West Point City Code. The City may impose reasonable conditions to mitigate potential impacts and ensure the proposed use is compatible with surrounding properties. In the case of an accessory building, approval is subject to compliance with requirements such as size, height, location, and overall compatibility with the principal structure and neighborhood character. The Planning Commission's role is to verify that the proposed use will not be detrimental to the health, safety, or general welfare of the community.

## Analysis

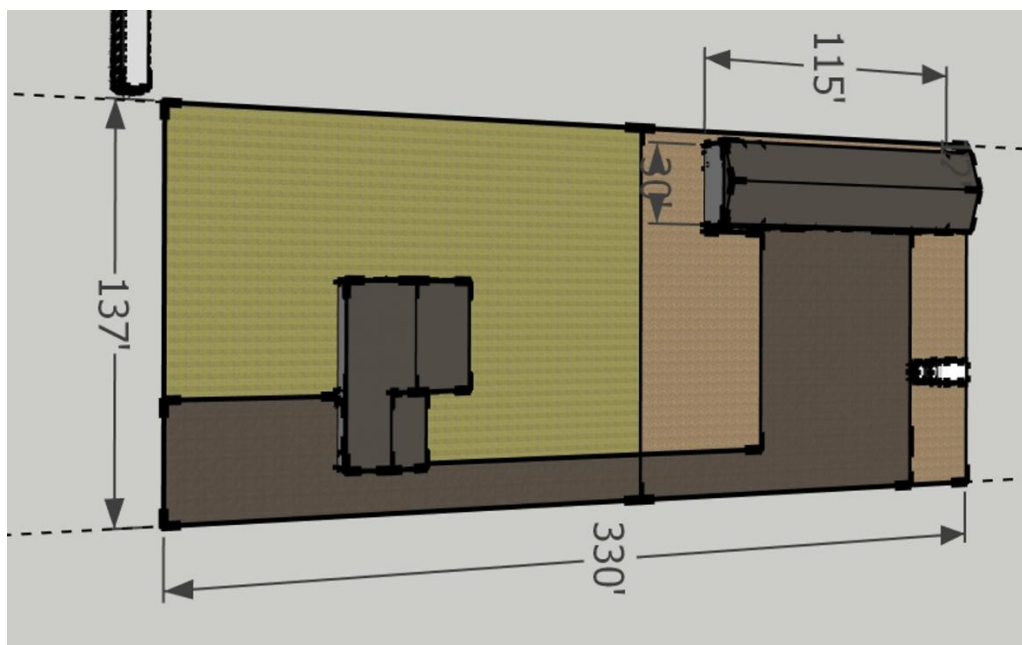
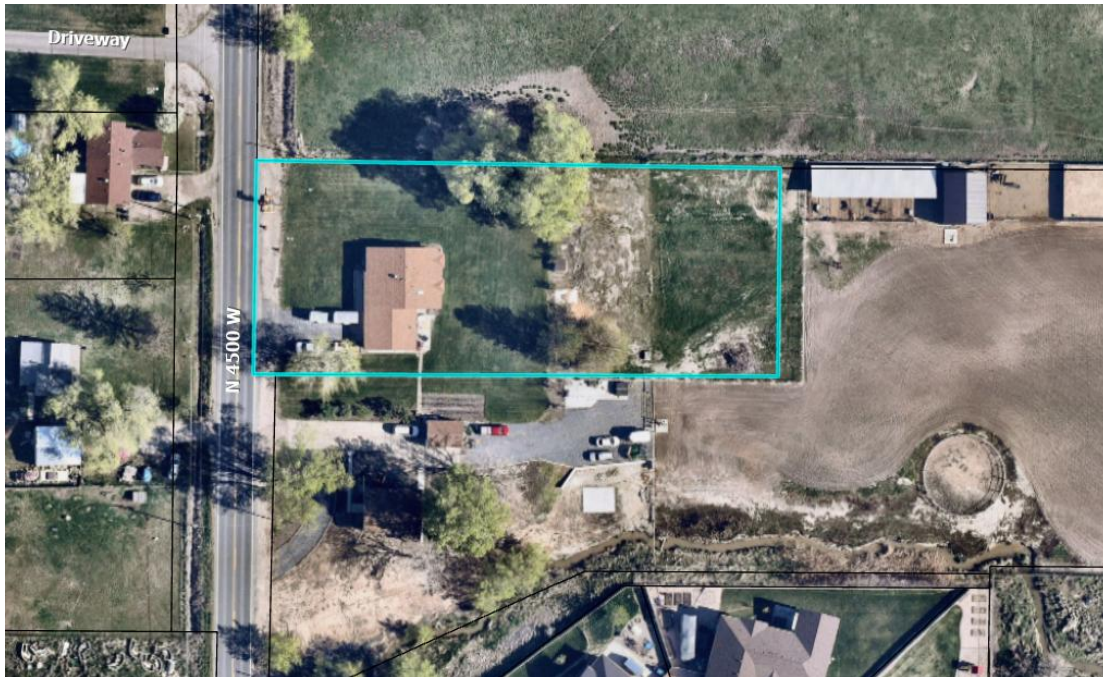
The table below lists the relevant standards for this application as outlined in WPCC 17.70.030:

Accessory Buildings		
Standard	Required	Proposed
Accessory buildings shall not occupy no more than 10% of the total lot area	$\leq 10\%$	7.8%
Minimum lot size for taller structures (sq ft)	$\geq 21,780$	43,950
Max structure height	$\leq 25$	24'
Not closer than 5' from the main building	$\geq 5'$	+50'
Must not be closer than 15' from any dwelling structure on the adjacent lot.	$\geq 15'$	+50'

According to the West Point City Code, the side yard setback for all accessory buildings in the rear yard shall be five feet. The rear setbacks are shown in the table below. The proposed building is 24 feet tall, and therefore requires a 10-foot rear setback.

### Accessory Building Rear Setbacks

Wall Height (Feet)	0 to 10	10+ to 18	18+ to 25
Minimum setback (feet)	3	5	10



The applicant has stated that the side setback will be 5' and the rear setback will be 10' from property lines.

### **Recommendation**

Staff recommends approval of the conditional use for Russell Porter to construct a 3,450 square foot accessory building on his property located at 1646 North 4500 West.

### **Suggested Motions (Rezone)**

- Approve: I make a motion to *approve* the conditional use request for Russell Porter to construct a 3,450 square foot accessory building on his property located at 1646 North 4500 West as presented, with the following conditions...
- Deny: I make a motion to *deny* of the conditional use request for Russell Porter to construct a 3,450 square foot accessory building on his property located at 1646 North 4500 West. This decision is based on the fact that the applicant cannot comply with the requested reasonable condition(s) to [*explain the reasonable condition that were suggested*].=
- Table: I make a motion to *table* the conditional use request for Russell Porter to construct a 3,450 square foot accessory building on his property located at 1646 North 4500 West, until [*explain why the item needs to be tabled*].

### **Attachments**

Application & Plans



3200 WEST 300 NORTH  
WEST POINT, UTAH 84015  
PH: 801-776-0970  
FAX: 801-525-9150  
www.westpointcity.org

### APPLICATION FOR A CONDITIONAL USE PERMIT

Property Address: 1646 N. 4500 W. WEST POINT UT 84015  
Name of Applicant: RUSSELL PORTER  
Phone: 801 628 3774 Fax: \_\_\_\_\_ Email: RDP CABINETS@GMAIL.COM  
Mailing Address: SAME  
Size of Lot: 1.04 Zone: \_\_\_\_\_ Sq. Footage of Dwelling: +/- 3,500  
Sq. Footage of Space Intended for Conditional Use: +/- 2000

#### Detailed Description of Conditional Use and Potential Impacts on Residential Use:

WOODWORKING SHOP. I WILL MANIPULATE RAW  
WOOD PRODUCTS TO CREATE CUSTOM CABINETS.  
THE IMPACT ON THE NEIGHBORS WILL BE UNCHANGED  
FROM WHAT MY CURRENT IMPACT IS.

I certify that this conditional use will comply with all required conditions and standards of West Point City's Land Use Ordinance, will be harmonious with neighboring uses, will fit the goals of the City's General Plan and imposes no insatiable demands for public services. I also understand that issuance of a Conditional Use Permit shall not relieve me of the responsibility to comply with applicable land use ordinance, health, building or fire code regulations.

Russell Porter  
Applicant Signature

5/28/25  
Date

Russell Porter  
Land Owner Signature

5/28/25  
Date

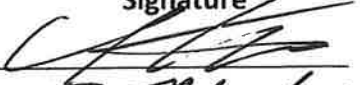

#### FOR OFFICE USE ONLY

Conditional Use Permit Fee: \$ \_\_\_\_\_

Payment Type: \_\_\_\_\_ Date Paid: \_\_\_\_\_ By: \_\_\_\_\_

**Neighbor Acknowledgement**

Please have neighbors that adjoin your property sign below. Those individuals that sign below are only stating that they are aware that you are applying for a Conditional Use Permit and not necessarily that they approve of the Application or project.

Name	Address	Signature
Chase Heidrich	1574 N. 4500 W.	
James Marshall	1609 N. 4500 W	

**AFFIDAVIT**  
**PROPERTY OWNER**

STATE OF UTAH        )  
                              : ss.  
COUNTY OF DAVIS    )

I (We), \_\_\_\_\_ being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached Conditional Use Permit Application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I have received written instructions regarding the process for which I am applying and the West Point City Planning and Zoning Department staff have indicated they are available to assist me in making this Application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

---

**Agent Authorization**

I(We), \_\_\_\_\_ the owner(s) of the real property described in the attached Conditional Use Permit Application, do authorize as my (our) agents(s) \_\_\_\_\_ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this Application and to act in all respects as our agent(s) in matters pertaining to the attached Application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# Planning Commission Staff Report



**Subject:** CUP Home Occupation – 1646 N 4500 W  
**Author:** Troy Moyes, City Planner  
**Department:** Community Development  
**Date:** June 12, 2025

## Background

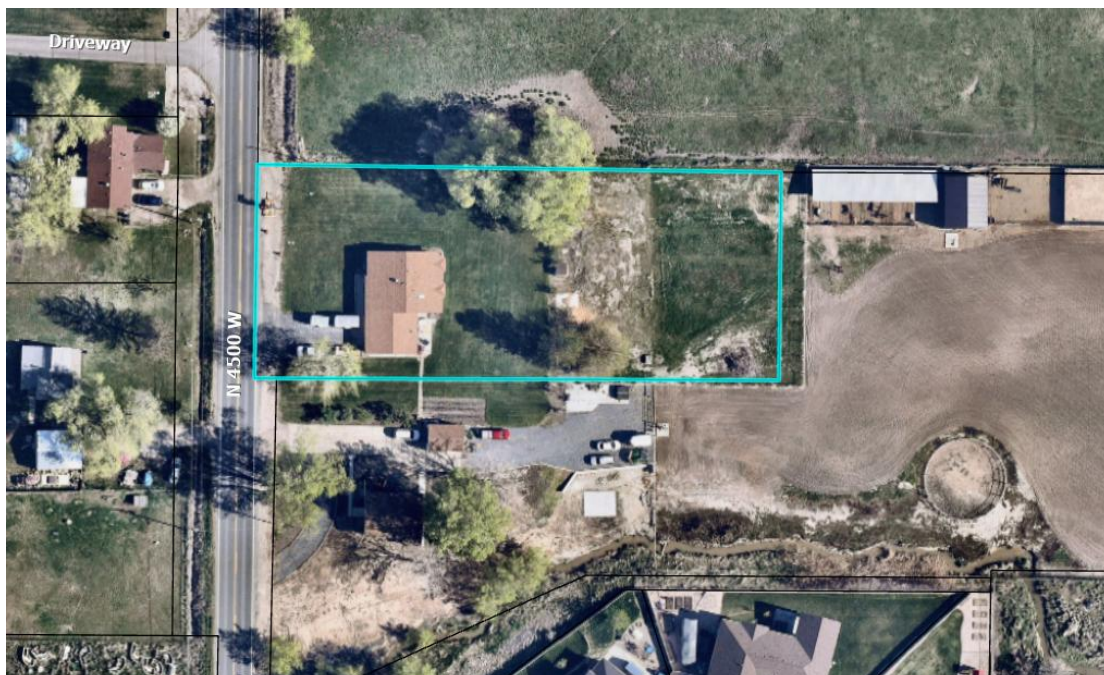
Russell Porter is requesting a Conditional Use Permit for a Major Home Occupation to operate RDP Cabinets at his residence located at 1646 N 4500 W. The applicant was previously granted a Minor Home Occupation in April 2025 to operate his business out of the home's garage. With plans to construct a new 3,450 square-foot accessory building for the business, the use now exceeds the limitations allowed under a Minor Home Occupation specifically, the maximum of five percent of the lot area. As a result, approval of a Major Home Occupation by the Planning Commission is required.

## Process

The approval of a conditional uses is an administrative decision and is subject to all the requirements found in the West Point City Code.

## Analysis

The applicant previously obtained a Minor Home Occupation permit to operate a business out of their attached garage. Under West Point City Code 17.70.140(D)(2), a Minor Home Occupation is permitted to use “no more than 300 square feet or 20 percent of the gross floor area of the dwelling—whichever is more lenient—and no more than 5 percent of the lot area when using an accessory structure.”



The business is now transitioning to a new 3,450 square foot detached accessory building, which occupies approximately 7.5 percent of the lot area. This exceeds the 5 percent cap for Minor Home Occupations, necessitating a reclassification to a Major Home Occupation. According to West Point City Code 17.70.140(E)(3), a Major Home Occupation allows the use of the entire accessory building for the business, subject to applicable zoning and lot size limitations. There is no maximum square footage for the business area within the accessory structure, provided the building itself complies with other development standards.

The applicant claims the business receives 1-2 deliveries a week. Customers never come to the home. The business has been operating for several months at this point and we have received no complaints.

### **Recommendation**

Staff recommends that the Planning Commission approve the conditional use permit for a major home occupation for Russell Porter to operate his cabinet shop out of his new accessory building located at 1646 N 4500 W.

### **Suggested Motions**

- *Approve*: I make a motion to approve the conditional use permit for Russell Porter to operate his cabinet shop out of his new accessory building located at 1646 N 4500 W., with the condition that [*explain the reasonable condition that can be applied to mitigate any detrimental effects of the use*].
- *Deny*: I make a motion to deny the conditional use permit for Russell Porter to operate his cabinet shop out of his new accessory building located at 1646 N 4500 W. This decision is based on the fact that the applicant cannot comply with the requested reasonable condition(s) to [*explain the reasonable condition that were suggested*].
- *Table*: I make a motion to table any action on the conditional use permit for Russell Porter, until [*explain why the item needs to be tabled*].

### **Attachments**

Application



# Planning Commission Staff Report

**Subject:** CUP Accessory Building – 1053 N 3800 W  
**Author:** Troy Moyes, City Planner  
**Department:** Community Development  
**Date:** June 12, 2025



## Background

Dale Kruitbosch is requesting a conditional use permit to construct a 2,480-square-foot accessory building on his property located at 1053 N 3800 W. The property measures 0.56 acres, which is equivalent to 24,487 square feet. According to West Point City code 17.70.030(A)(5), all accessory buildings that exceed 1,500 square feet, regardless of the lot size, require a conditional use permit.

## Process

Conditional Use Permits are administrative decisions, meaning the Planning Commission must approve the application if it meets the specific standards outlined in the West Point City Code. The City may impose reasonable conditions to mitigate potential impacts and ensure the proposed use is compatible with surrounding properties. In the case of an accessory building, approval is subject to compliance with requirements such as size, height, location, and overall compatibility with the principal structure and neighborhood character. The Planning Commission's role is to verify that the proposed use will not be detrimental to the health, safety, or general welfare of the community.

## Analysis

The table below lists the relevant standards for this application as outlined in WPCC 17.70.030:

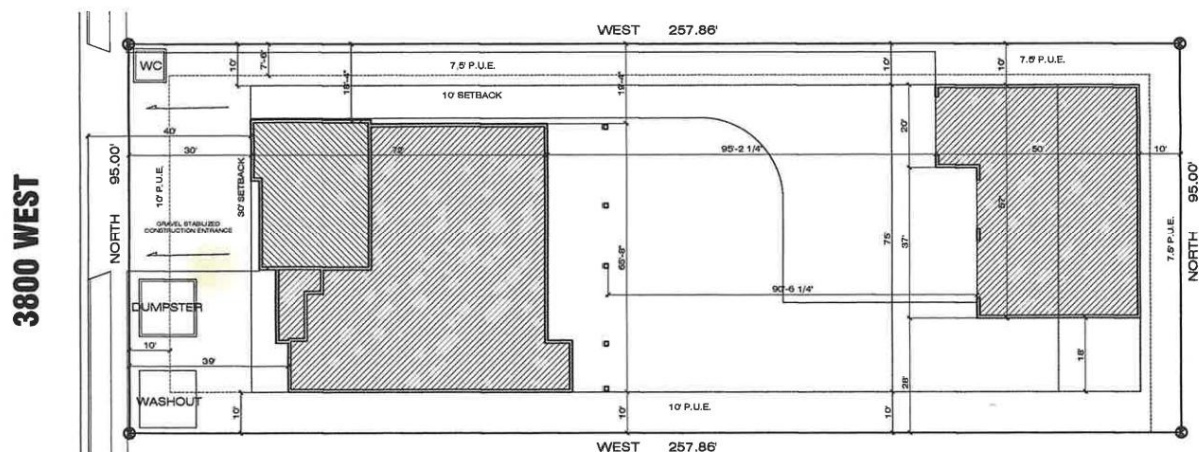
Accessory Buildings		
Standard	Required	Proposed
Accessory buildings shall not occupy no more than 10% of the total lot area	$\leq 10\%$	10%
Minimum lot size for taller structures (sq ft)	$\geq 21,780$	24,487
Max structure height	$\leq 25$	24'6"
Not closer than 5' from the main building	$\geq 5'$	95'
Must not be closer than 15' from any dwelling structure on the adjacent lot.	$\geq 15'$	+50'

*Note: the home is in the process of being built right now. The desire of the applicant is to work on the accessory building at the same time.*

According to the West Point City Code, the side yard setback for all accessory buildings in the rear yard shall be five feet. The rear setbacks are shown in the table below. The proposed building is 24'6" tall, and therefore requires a 10-foot rear setback.

### Accessory Building Rear Setbacks

Wall Height (Feet)	0 to 10	10+ to 18	18+ to 25
Minimum setback (feet)	3	5	10





### **Recommendation**

Staff recommends approval of the conditional use for Dale Kruitbosch to construct a 2,480 square foot accessory building on his property located at 1053 N 3800 W.

### **Suggested Motions (Rezone)**

- Approve: I make a motion to *approve* the conditional use request for Dale Kruitbosch to construct a 2,480 square foot accessory building on his property located at 1053 North 3800 West as presented, with the following conditions...
- Deny: I make a motion to *deny* of the conditional use request for Dale Kruitbosch to construct a 2,480 square foot accessory building on his property located at 1053 North 3800 West. This decision is based on the fact that the applicant cannot comply with the requested reasonable condition(s) to [explain the reasonable condition that were suggested].=
- Table: I make a motion to *table* the conditional use request for Dale Kruitbosch to construct a 2,480 square foot accessory building on his property located at 1053 North 3800 West, until [explain why the item needs to be tabled].

### **Attachments**

Application & Plans



# Conditional Use Permit Application

3200 West 300 North  
West Point, UT 84015  
PH: 801.776.0970  
FAX: 801.525.9150  
www.westpointcity.org

All conditional uses located within West Point City shall comply with standards and regulations found in Section 17.40 in the official West Point City Land Use & Development Code. Conditional Use Permits shall be required for uses listed in the Table of Land Use Regulations found in 17.60.050. A conditional use permit may be revoked upon failure to comply with conditions set forth.

Applicant / Property Information			
Applicant Name: <b>DALE KRUITBOSCH</b>		Phone Number: <b>801-941-9319</b>	
Address:		City:	
Email Address: <b>dalekpi@gmail.com</b>		Current Zone:	
State: <b>UTAH</b>		Zip: <b>84015</b>	
Size of Lot:		Size of Dwelling:	
Conditional Use Information			
Conditional Use Type (i.e. home occupation, accessory building, signage, etc.): <b>PERSONAL USE</b>		Size of Proposed Structure (if applicable):	
Business Name (if applicable):		Federal EIN Number (if applicable):	
Sq. Ft. of Space Intended for Conditional Use (if applicable):		Detail Description of Conditional Use and Potential Impact on Residential Use: <b>PERSONAL USE STORAGE</b>	
Neighbor Acknowledgment			
Please have neighbors that adjoin your property sign below. Those individuals that sign below are only stating that they are aware that you are applying for a Conditional Use Permit and not necessarily that they approve of the application or project.			
Name <b>Mike Dork</b>		Address <b>1381 W 1100 N. W. Point</b>	
Signature <b>Zachary Sil</b>		Signature <b>Zachary Sil</b>	

I hereby certify that the information provided for a conditional use permit comply with all requirements and standards of the West Point City Land Use Ordinance. I have read the West Point Subdivision and Land Use Ordinances and understand that submitting this Application does not guarantee approval.

Signature

Date

**For Office Use Only**		
Received Payment		
\$		
AMOUNT PAID	DATE RECEIVED	INITIAL
Conditional Use Permit	\$75	



# Planning Commission Staff Report

**Subject:** CUP Accessory Building – 673 N 2300 W  
**Author:** Troy Moyes, City Planner  
**Department:** Community Development  
**Date:** June 12, 2025



## **Background**

Doug Laub is requesting a conditional use permit to construct a 1,920-square-foot accessory building on his property located at 673 North 2300 West. The property measures 1.53 acres, which is equivalent to 66,812 square feet. According to West Point City code 17.70.030(A)(5), all accessory buildings that exceed 1,500 square feet, regardless of the lot size, require a conditional use permit.

## **Process**

Conditional Use Permits are administrative decisions, meaning the Planning Commission must approve the application if it meets the specific standards outlined in the West Point City Code. The City may impose reasonable conditions to mitigate potential impacts and ensure the proposed use is compatible with surrounding properties. In the case of an accessory building, approval is subject to compliance with requirements such as size, height, location, and overall compatibility with the principal structure and neighborhood character. The Planning Commission's role is to verify that the proposed use will not be detrimental to the health, safety, or general welfare of the community.

## **Analysis**

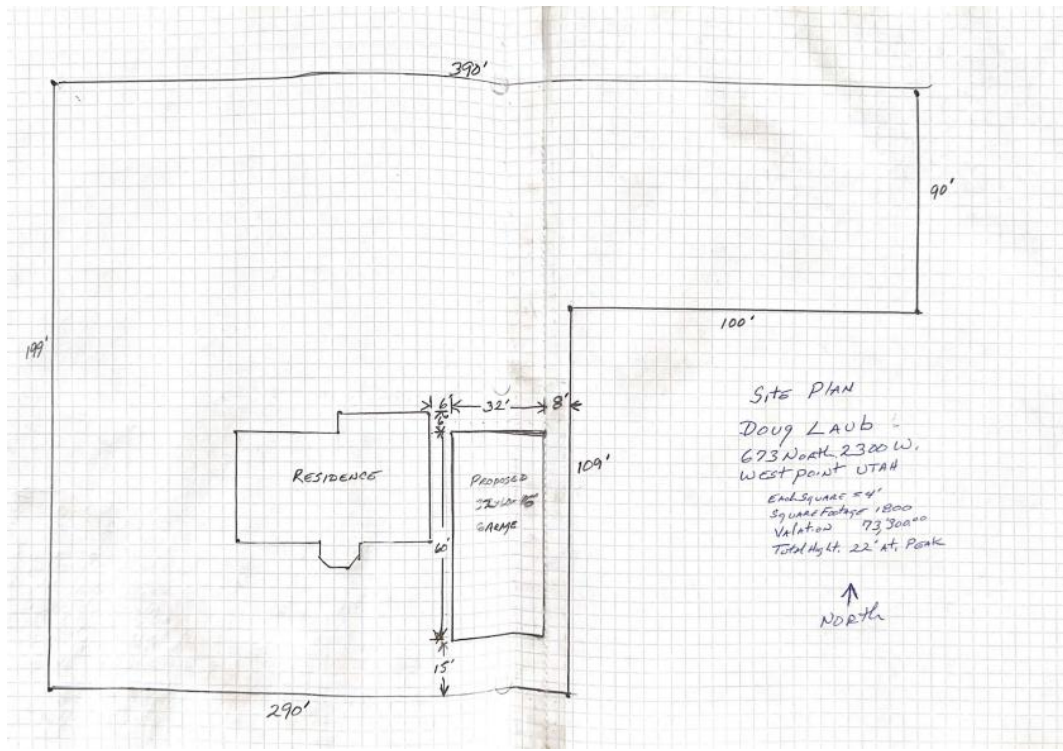
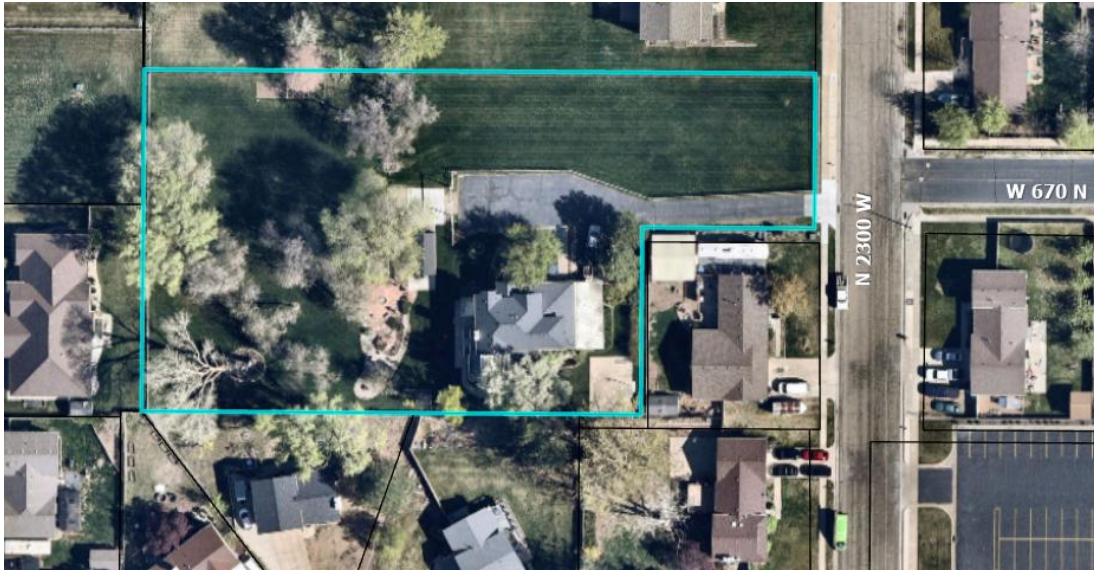
The table below lists the relevant standards for this application as outlined in WPCC 17.70.030:

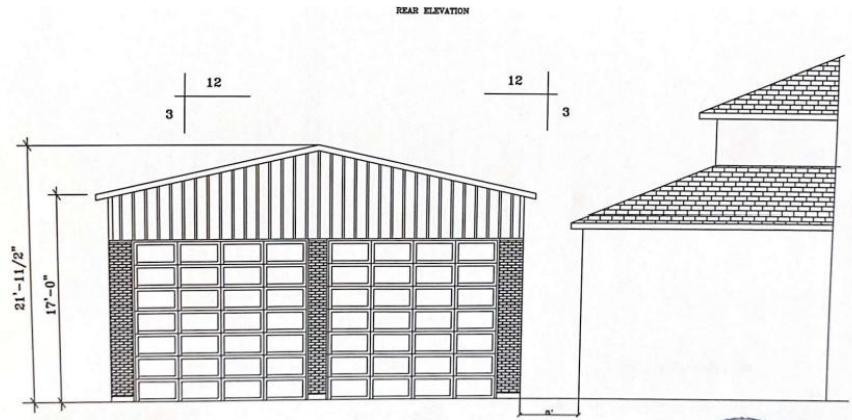
Accessory Buildings		
Standard	Required	Proposed
Accessory buildings shall not occupy no more than 10% of the total lot area	$\leq 10\%$	3%
Minimum lot size for taller structures (sq ft)	$\geq 21,780$	66,812
Max structure height	$\leq 25$	22'
Not closer than 5' from the main building	$\geq 5'$	6'
Must not be closer than 15' from any dwelling structure on the adjacent lot.	$\geq 15'$	35'

According to the West Point City Code, the side yard setback for all accessory buildings in the rear yard shall be five feet. The rear setbacks are shown in the table below. The proposed building is 22 feet tall, and therefore requires a 10-foot rear setback.

## Accessory Building Rear Setbacks

Wall Height (Feet)	0 to 10	10+ to 18	18+ to 25
Minimum setback (feet)	3	5	10





### **Recommendation**

Staff recommends approval of the conditional use for Doug Laub to construct a 1,920 square foot accessory building on his property located at 673 North 2300 West.

### **Suggested Motions (Rezone)**

- Approve: I make a motion to *approve* the conditional use request for Doug Laub to construct a 1,920 square foot accessory building on his property located at 673 North 2300 West as presented, with the following conditions...
- Deny: I make a motion to *deny* of the conditional use request for Doug Laub to construct a 1,920 square foot accessory building on his property located at 673 North 2300 West. This decision is based on the fact that the applicant cannot comply with the requested reasonable condition(s) to [explain the reasonable condition that were suggested].=
- Table: I make a motion to *table* the conditional use request for Doug Laub to construct a 1,920 square foot accessory building on his property located at 673 North 2300 West, until [explain why the item needs to be tabled].

### **Attachments**

Application & Plans





# Planning Commission Staff Report

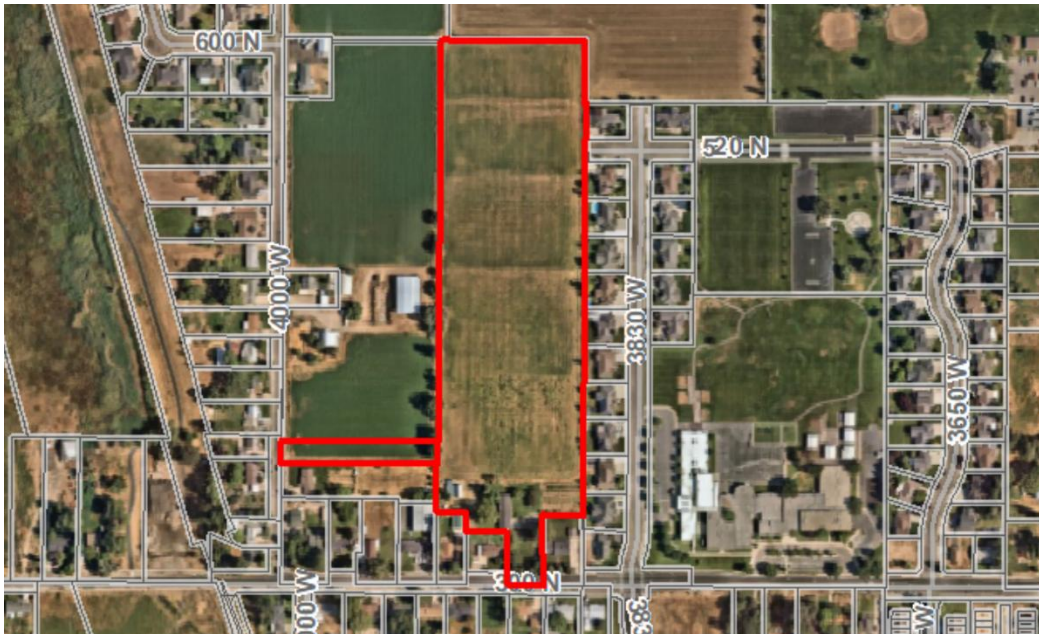
**Subject:** Rezone – Public Hearing – 3900 W 300 N  
**Author:** Troy Moyes  
**Department:** Community Development  
**Date:** June 12, 2025



## Background

Matt Leavitt has applied to rezone 13.14 acres of land located at approximately 3900 West 300 North from R-2 residential (up to 2.7 units/acre) to R-4 medium density residential (up to 6 units/acre). During the review process of the General Plan map, the applicant petitioned the City Council to consider identifying this property as future R-4 residential, “referencing surrounding land use patterns and the need for diverse housing options.” The City Council supported this request and designated the property as future R-4 residential on the General Plan Map. Following the adoption of the General Plan in December 2024, the applicant has applied to rezone the property to the R-4 zone.

The Planning Commission discussed this proposal during their meeting on March 27, 2025, April 10, 2025, and May 22, 2025.



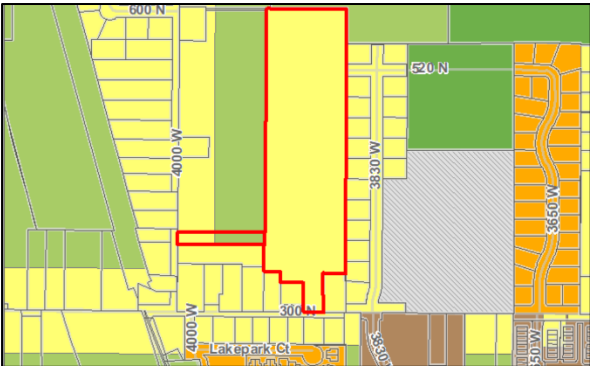
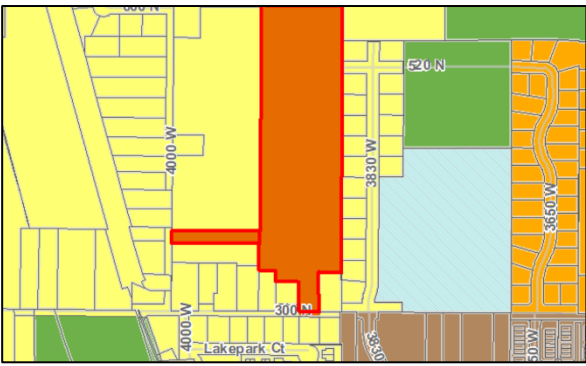
## Process

Rezoning requests are legislative decisions, granting the Planning Commission and City Council discretion to determine if a zoning change serves the community's overall welfare. Rezoning must support the goals of the City's General Plan. This plan outlines the long-term vision for development in West Point and serves as the standard for evaluating proposed zoning changes.

Utah State code mandates public hearings on zoning changes, ensuring transparency and public participation. The public hearing must be held by the Planning Commission before the City Council's final decision, and the Planning Commission is required to provide a recommendation. This recommendation may include approval, denial, tabling for further discussion, or modification through the inclusion of zoning conditions, if agreed upon by the applicant, as outlined in West Point City Code 17.00.090(G). These zoning conditions can restrict permitted uses, dwelling unit density, building size, and structure height, ensuring that development aligns with the city's overall planning goals and the character of the surrounding area.

### **Analysis**

The City's Zoning Map shows the current legal uses for each property, indicating what can be built today. The General Plan Map, on the other hand, outlines the City's long-term vision for land use, showing potential future development if zoning changes align with the plan.

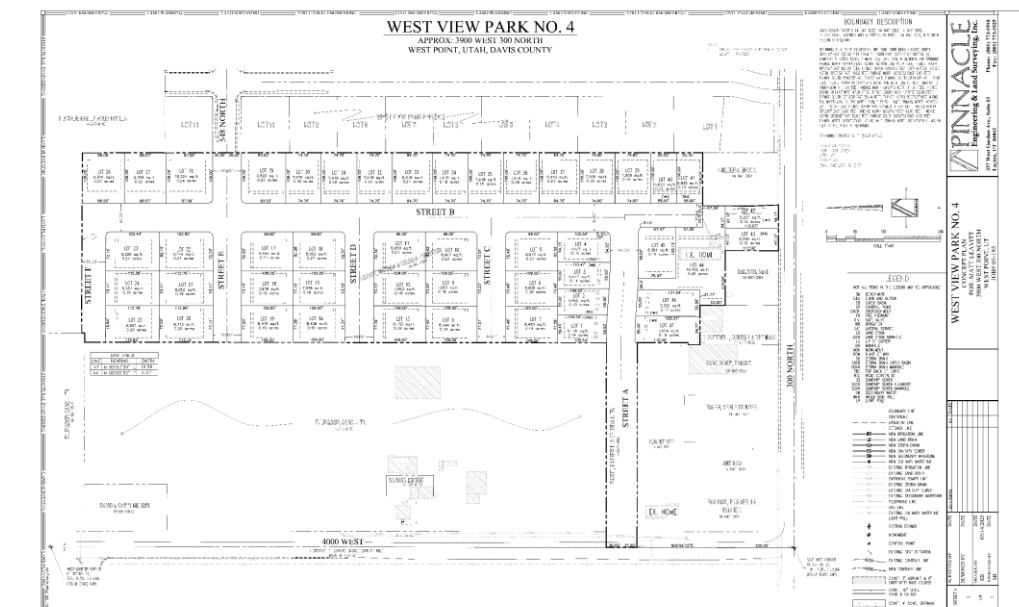
Current Zoning	General Plan
 <p>R-1 Residential</p>	 <p>R-4 Residential</p>

West Point City Code 17.60.105 defines the R-4 zone as medium-density single-family neighborhoods (max 6 units/acre) with diverse housing, intended for attainable housing. This zone allows for a max of 20 percent of twin homes. The applicant's proposal is consistent with the recommendations shown on the General Plan Map for this property. The table below compares the **new** proposal to these standards.

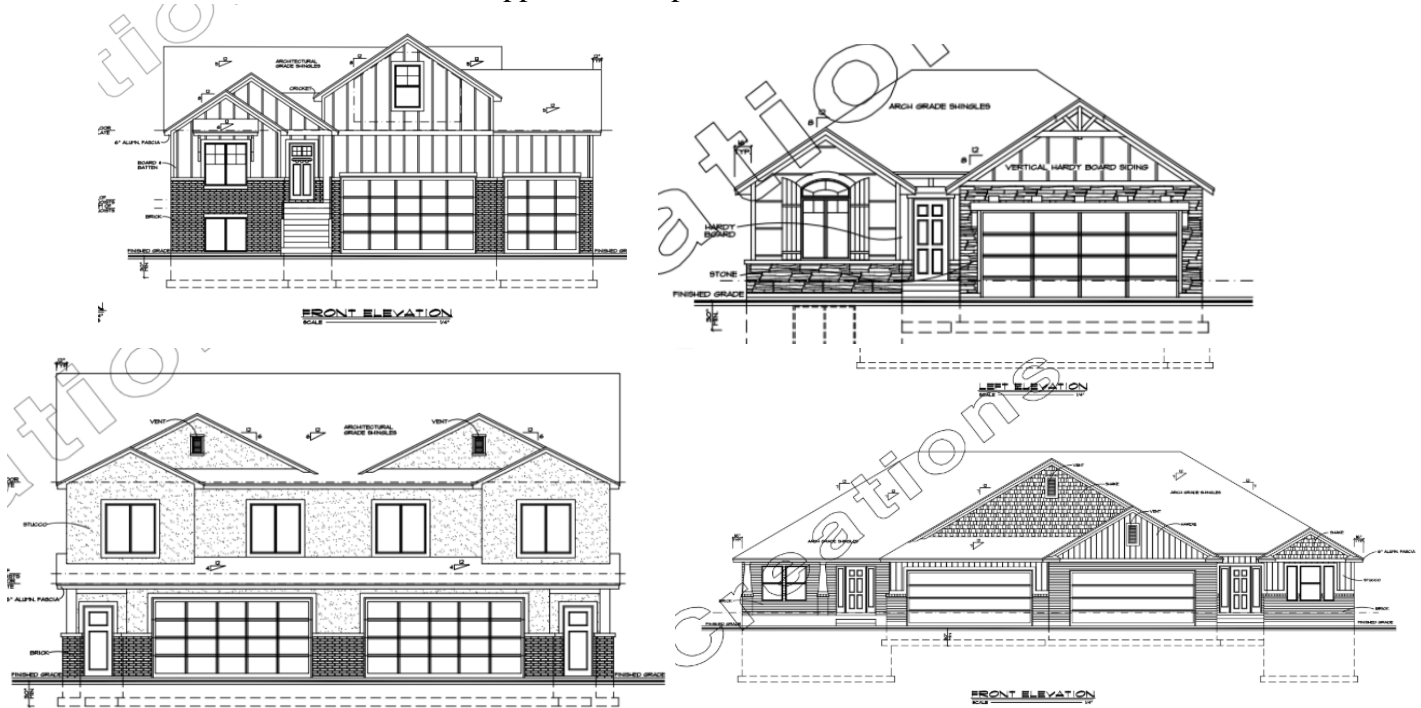
<b>R-4 Zone</b> (13.14 acres)		
<b>Standard</b>	<b>Required</b>	<b>Proposed</b>
Minimum Density	3.7 units/acre	3.6 units/acre
Minimum #Lots	49	47
Maximum Density	Up to 6 units/acre	3.6 units/acre
Minimum Lot size	5,000 sq/ft	5,280 sq/ft

Conceptual Plan	Yes	Provided
Landscape Plan – That includes One 2-inch caliper tree per dwelling	Yes	Not provided
Draft CC&R with owner-occupancy requirements	Yes	Yes
Elevations	Yes	Provided; See below
Perimeter fence	Yes	Not Shown
Any required detention areas shall be landscaped	Yes	Unknown
Twin Homes max	20% (9 units)	21% (10 units)

**Development Agreement:** The proposed density of 3.6 units/acre is slightly below the R-4 zone's minimum requirement of 3.7 units/acre. To address this minor discrepancy and grant an exception to the code, the applicant will need to enter into a development agreement with West Point City. This agreement will formalize the approval of the proposed density, but only if both the Planning Commission and City Council agree with the plan. The agreement also ensures that all other aspects of the development remain consistent with the City's planning objectives and the intent of the R-4 zone.



## Applicants Proposed Elevations



### **Recommendation**

The proposed R-4 request meets the vision of the General Plan. Since this is a legislative matter, it is essential for the Planning Commission to determine whether the request will support and ensure the overall welfare of the community.

### **Suggested Motions (Rezone)**

- **Approve:** I move to recommend approval of the rezone request of 13.14 acres of property located at approximately 3900 West 300 North from R-2 residential to R-4 residential with a development agreement that would include a variation from the code to reduce the minimum density from 3.7 units per acre to 3.6 units per acre and forward this item to the City Council for consideration.
- **Deny:** I make a motion to recommend denial of the rezone request of 13.14 acres of property located at approximately 3900 West 300 North from R-2 residential to R-4 residential, due to the possible negative impacts that this development could have on *[explain why the request does not support or protect the overall welfare of the community]*, and forward this recommendation to the City Council for their consideration.
- **Table:** I make a motion to table any action on rezone request of 13.14 acres of property located at approximately 3900 West 300 North from R-2 residential to R-4 residential, until *[explain why the item needs to be tabled]*.

### **Attachments**

Site Plan

Building Elevations



**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND MATHEW LEAVITT  
(3900 W 300 N)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and Matt Leavitt, (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

**RECITALS**

WHEREAS, the City has considered an application for a zone change from the present zoning of R-2 to R-4 for certain property located at 3900 W 300 N and known as parcel numbers: 14-047-0094, 14-047-0095 and 14-047-0093 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 13.14 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a concept for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “**Exhibit B**” attached hereto (the “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-4 to allow for the development of a residential subdivision on the Subject Property; and

WHEREAS, the City believes that entering into the Agreement with Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.3 “Master Developer” shall mean Mathew Leavitt Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer’s interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 “Master Developer’ Undertakings” shall have the meaning set forth in Article IV.

1.5 “Project” means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 “Project Developer” means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 “Subject Area” shall mean the 13.14 acres as legally described in Exhibit A.

1.8 “Maximum Residential Units” means the development on the Subject Property of 47 single family dwellings.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 13.14 acres of R-4 zoning.

2.2 With respect to all zoning designations, Master Developer agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to an ordinance of the West Point City Council.

## **ARTICLE III CITY’S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a preliminary plat of the Subject Area from the Developer. The preliminary plat reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

## **ARTICLE IV MASTER DEVELOPER' UNDERTAKINGS**

Conditioned upon City's performance of its undertakings set forth in Article III, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 Development. Master Developer shall have the right to develop up to 47 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached concept plan (see Exhibit B). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. The concept plan shall still be required to go through the subdivision process as outlined in West Point City Code and meet all requirements listed.

4.2 Subdivision. Developer acknowledges that the development of the Maximum Residential units requires the Subdivision application comply with all City ordinances and the terms of this agreement. The City's entry into this agreement does not guarantee that the Developer will be able to construct the Maximum Residential Units.

4.3 Architecture. The following restrictions shall apply to all single-family homes constructed within the development:

- i. Minimum square footage of 1,250 sq. ft. on main level for rambler style homes.
- ii. Minimum square footage of 1,900 sq. ft. above grade for two story style homes.
- iii. All homes will have a minimum 2 car garage.
- iv. No vinyl siding will be allowed.
- v. Exterior materials must comply with the following options:
  - a) All homes must have a minimum of 15 percent brick or stone on the front elevation.
  - b) The remainder of the exterior may be finished in stucco or Hardie board siding, or an appropriate exterior covering previously approved by the Architectural Review Committee.
  - c) Vertical wood grain metal siding is permitted and may be used, subject to approval by the Architectural Review Committee.

4.4 Density. The density of the project shall be permitted to be 3.6 units per acre.

4.5 Amendments. Master Developer agrees to limit development of the Subject Area to the single-family development provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.6 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**



5.1 Issuance of Permits - Master Developer. Master Developer, or the applicable Project Developer, shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer' Undertakings pertaining to the applicable Project and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Master Developer' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Master Developer or applicable Project Developer shall, in good faith, reasonably pursue completion of the applicable Project or Projects. Each phase or completed portion of a Project must independently meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto, such that it will stand alone, if no further work takes place on the Project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of the Master Developer' Undertakings.

5.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

## **ARTICLE VI REMEDIES**

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer or the applicable Project Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities

within the applicable Project cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

6.2 Enforced Delay Beyond Parties’ Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party’s performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer’s cure period shall be extended by thirty (30) days.

## **ARTICLE VII VESTED RIGHTS**

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City’s reserved legislative powers under Section 7.2, below.

7.2 Reserved Legislative Powers. The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State

of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term “Master Developer” is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer:                      Matt Leavitt  
   3900 W 300 N  
   West Point, UT 84015

To City:                                        WEST POINT CITY CORPORATION  
   3200 West 300 North  
   West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action

at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

8.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

**WEST POINT CITY CORPORATION**

---

BRIAN VINCENT, Mayor

ATTEST:

---

CASEY ARNOLD, City Recorder

---

Mathew H Leavitt, owner

## **EXHIBIT A**

### Legal Description of Property

Parcel IDs:

14-047-0093

14-047-0095

14-047-0097

[illegible]





---

## Covenants, Conditions & Restrictions (CC&Rs)

### West View Park #4 Subdivision

### West Point, Utah

---

## Article I – Purpose

The purpose of these Covenants, Conditions, and Restrictions (hereafter referred to as the "CC&Rs") is to ensure the development of a high-quality residential community that promotes the long-term value, aesthetics, and desirability of all properties within **West View Park #4**, located at 3900 W 300 N, West Point, Utah.

---

## Article II – Definitions

1. **Subdivision:** Refers to all property within the boundaries of West View Park #4.
  2. **Owner:** Any person or entity that holds title to a lot within the subdivision.
  3. **ARC:** The Architectural Review Committee, composed of representatives from Tyler Leavitt Construction and Leavitt Realty and Development.
- 

## Article III – Use of Property

1. All lots shall be used for single-family residential purposes only, except where specified for twin homes.
  2. Twin homes are allowed in designated areas of the subdivision that have been previously approved by West Point City. ***Each twin home shall be situated on separate parcels and shall have individual property owners. In addition to the twin homes being individually sold, rental properties will not be utilized in the West View Park #4 subdivision.***
  3. All twin home designs and plans must be approved by **Tyler Leavitt Construction**.
- 

## Article IV – Minimum Square Footage Requirements

1. **Rambler (single-story) homes** shall have a **minimum finished living area of 1,250 square feet** (excluding garages, basements, and porches).
2. **Two-story homes** shall have a **minimum finished living area of 1,900 square feet** (excluding garages, basements, and porches).

3. **Garages:** All homes, both single family and twin homes in the subdivision shall have a minimum of a 2 car garage. All garages must be attached to the main living quarters. Detached primary garages shall not be permitted. 3 car garages are permitted where plans and lot sizes will accommodate with appropriate property easements. *[See West Point City residential zoning code 17.60.125 —R4 multifamily residential zone].*
- 

## Article V – Exterior Design Standards

1. All homes must have a minimum of **15% masonry (brick or stone)** coverage on the **front elevation**.
  2. The remainder of the exterior may be finished in **stucco** or **Hardi board (painted siding)** or an appropriate exterior covering previously approved by the ARC.
  3. **Vinyl siding is strictly prohibited** on any portion of any structure within the subdivision.
  4. **Vertical wood grain metal siding** is permitted and may be used at the discretion of the property owner, subject to ARC approval.
  5. **Roofing** must be architectural asphalt shingles. A combination of asphalt shingles and metal roofing is allowed *if the portion of the metal siding is previously approved by the ARC.*
- 

## Article VI – Architectural Review

1. All building plans, including exterior materials, elevations, and color schemes, must be submitted to and approved by the **Architectural Review Committee (ARC)** prior to construction.
  2. The ARC shall consist of representatives from **Tyler Leavitt Construction** and **Leavitt Realty and Development**.
  3. The ARC reserves the right to deny or require modifications to any plan that, in its opinion, does not conform to the architectural standards, materials, or intent of these CC&Rs.
- 

## Article VII – Enforcement

1. The ARC and/or designated representatives reserve the right to enforce compliance with these CC&Rs.
  2. Failure to comply with the CC&Rs may result in legal or equitable remedies, including but not limited to injunctions or fines.
  3. All owners agree to abide by the rules and standards set forth herein.
-

## **Article VIII – Amendments**

These CC&Rs may be amended or modified by a two-thirds majority vote of all lot owners within the subdivision, subject to review and final approval by the ARC.

---

## **Article IX – Severability**

If any provision of these CC&Rs is found to be invalid or unenforceable by law, the remainder of the document shall remain in full force and effect.

---

**Executed this \_\_\_\_ day of \_\_\_\_\_, 20**

**By:**

**Tyler Leavitt Construction**

**Leavitt Realty and Development**

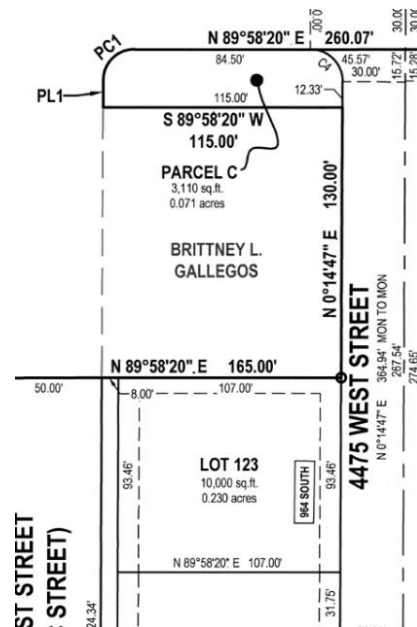
# Planning Commission Staff Report



**Subject:** Public Hearing – Harvest Fields Development Agreement Amendment  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** June 12, 2025

## Background

Capital Reef Management has applied to amend the development agreement for the Harvest Fields subdivision. They would like to adjust the property line of lot 123 approximately 3 feet to the south, in order to retain the trees on the existing lot located at 957 S 4500 W.



## Process

A development agreement requires a public hearing if any adjustments to zoning requirements are requested. Since the proposal is to allow a lot smaller than the code requires, a public hearing and recommendation from the Planning Commission is required before the City Council makes the final decision.

## Analysis

The developer is requesting to shift the northern lot line of Harvest Fields lot 123 approximately 3 feet to the south. Lot 123 is currently 10,000 square feet, which is the minimum required by the R-1 PRUD zone. Amending the lot will remove approximately 375 square feet from the lot, making it less than is required by the zone. The applicant is requesting to amend the development agreement to allow lot 123 to be less than the required lot size in order to preserve the trees on the existing lot to the north.

## Recommendation

Staff recommends that the Planning Commission hold the required public hearing and consider the proposed development agreement amendment request as it relates to the overall area. After

public input is received, the Commission may forward a recommendation to the City Council or continue the item for further refinement.

### **Suggested Motions**

- **Approve:** I make a motion to recommend approval of the Harvest Field Development Agreement amendment for Lot 123, as presented, and forward the matter to the City Council for their final decision.
- **Deny:** Considering the potential drawbacks of [*explain potential drawbacks, e.g., "concerns over implementation or compatibility" etc.*], I make a motion to recommend denial of the Harvest Field Development Agreement amendment for Lot 123, and forwarding the matter to the City Council for their final decision.
- **Table:** I make a motion to table any action on the Harvest Field Development Agreement amendment for Lot 123, until [*explain why the item needs to be tabled, e.g., "further review of the potential impact on housing," "receiving additional public input on the proposed changes," etc.*].

### **Attachments**

Draft Development Agreement Amendment

**THIRD AMENDMENT TO  
AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC  
*Harvest Fields Subdivision***

This THIRD AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC (“*Amendment*”) is made and entered into effective \_\_\_\_\_, 2025 (the “*Effective Date*”), by and between CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company (“*Owner*”); and WEST POINT CITY, a municipal corporation the State of Utah (the “*City*”).

**RECITALS**

A. The parties entered into an Agreement for Development of Land Between West Point City and Capital Reef Management, LLC, dated January 21, 2020 (the “*Agreement*”), which Agreement subsequently has been amended twice. Under the Agreement, the City granted Owner certain rights to develop 64 acres of real property located at approximately 1200 South 4500 West, West Point, Utah, as a development with a combined zoning of R-1 and R-2, with a Planned Residential Unit Development overlay zone (“*PRUD*”) (hereinafter, the “*Subdivision*”).

B. The R-1 zoned lots have a minimum lot size of 10,000 square feet.

C. Lot 123, more particularly described as Parcel No. 151640123, All of Lot 123, Harvest Fields PRUD – Phase 1B, (Hereinafter, “Lot 123”), is situated within the R-1 zone.

D. Parcel No. 120460035, the adjacent lot to the north of Lot 123, is not part of the Harvest Fields Subdivision and pre-existed the Harvest Fields Subdivision. There is a row of mature trees planted long ago that are maintained by the owner(s) of Parcel No. 120460035. The trees encroach into Lot 123, preventing its full use and enjoyment, for example, making it impossible to place a fence along the current property line of the two parcels, without removing the trees.

E. The owner of Parcel No. 120460035 desires to retain the trees and Owner is willing to accommodate this request, by adjusting the property line between Lot 123 and Parcel No. 120460035. Owner has proposed conveying a three or four foot strip of the north side of Lot 123, thereby enlarging Parcel No. 120460035 so that the trees fall within the footprint of Parcel No. 120460035. However, such a conveyance would reduce the acreage of Lot 123 to less than 10,000 square feet, which would cause it to be non-compliant with the applicable R-1 zone.

F. The City desires to support Owner’s efforts to be a good neighbor and allow the owner of Parcel No. 151640123 to retain the trees along the shared property line with Lot 123. To this end, the City is willing to amend the Agreement to permit a boundary line adjustment between Parcel No. 151640123, even though the adjustment would otherwise make Lot 123 non-compliant with the applicable R-1 zone

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Article III of the Agreement.** Article III of the Agreement is hereby amended to add Section 3.5, which states: “As a single exception to the zoning parameters of Section 2.1, the City will permit a boundary line adjustment to Lot 123, whereby Owner is authorized to convey a strip of ground along the north side of Lot 123 to the owner of Parcel No. 151640123, sufficient in size that the trees bordering the

two parcels will be situated within Parcel No. 151640123. The City grants this exception even though the result of the conveyance will reduce Lot 123's total acreage to slightly less than 10,000 square feet.

**3. EFFECT OF AMENDMENT.** The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement, as previously amended, will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**OWNER:**

CAPITAL REEF MANAGEMENT, LLC

\_\_\_\_\_  
Craig Jacobsen, Authorized Agent

**THE CITY:**

WEST POINT CITY

\_\_\_\_\_  
Brian Vincent, Mayor

ATTEST:

\_\_\_\_\_  
Casey Arnold, City Recorder

**ACKNOWLEDGMENTS**

STATE OF UTAH       )  
                                  : ss.  
COUNTY OF DAVIS   )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, appeared before me ***Craig Jacobsen***, who, being duly sworn, did acknowledge that he is the ***Authorized Agent*** of ***Capital Reef Management, LLC***, the owner and developer of the subdivision that is the subject of the foregoing Amendment, and that he signed the Amendment as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Planning Commission Staff Report

**Subject:** Public Hearing – New A-20 Agriculture Zone  
**Author:** Troy Moyes  
**Department:** Community Development  
**Date:** June 12, 2025



## Background

Following the City's adoption of a new General Plan in December 2024 and in response to increasing development interest in the northwest area of the City, the Planning Commission and City Council began discussing land use and zoning strategies to help guide future growth. As part of this review, a new A-20 (Agricultural, Half-Acre) zoning district was proposed to provide a transition between larger agricultural parcels and standard residential subdivisions.

During the Planning Commission's meetings on April 24th and May 8th, both the proposed General Plan Map changes and the creation of the new A-20 zoning district were discussed. While the public hearing held on May 22, 2025, covered the map changes, the text amendment that covered the creation of the new A-20 zone was inadvertently left out of that public hearing notice. As a result, a separate public hearing must now be held specifically for the zoning text portion.

At the May 22, 2025 meeting, the Planning Commission recommended approval of the General Plan Map amendments, including the areas proposed for A-20 zoning. This public hearing will focus on formally establishing the A-20 zone in the West Point City Code so it can be applied moving forward.

## Process

Zoning text amendments are considered legislative actions, which allow for broad discretion by both the Planning Commission and City Council. A public hearing must be held before the Planning Commission can forward a recommendation to the City Council. The Council will then make the final decision.

## Analysis

The proposed A-20 zone would establish a new zoning district with the following characteristics (*The proposed text has been attached for review*):

- **Purpose:** The purpose of the A-20 (agricultural residential) zone is to provide rural residents the flexibility of having large lots that promote and preserve some agriculture with farm animal keeping.
- **Density:** 1.7 units/acre
- **Minimum Lot Size:** 20,000 square feet
- **Permitted Uses:**
  - Single-family residential
  - Accessory structures and home occupations
  - Farm Animals (including roosters)
- **Conditional Uses:**



- Intensive Commercial Agricultural operations
- Private dog Kennels
- **Development Standards:**
  - **Setbacks and Height:** Standards are proposed to reflect the larger lot sizes and to preserve open space character.
  - **Lot Coverage:** Intended to promote low-density, spacious lots while still allowing for functional home and yard designs.

The introduction of the A-20 zone gives the City a zoning tool that fits areas with planned sewer access but still desires to retain a semi-rural feel. It also reflects the intent of the updated General Plan to offer a diverse range of housing and lot sizes while respecting surrounding land uses.

### **Recommendation**

Staff recommends that the Planning Commission hold the required public hearing and consider the proposed A-20 zoning text amendment in the context of recent General Plan updates. After public input is received, the Commission may forward a recommendation to the City Council or continue the item for further refinement.

### **Suggested Motions**

- **Approve:** I make a motion to recommend approval of the proposed A-20 zoning text amendment, as presented, and forward the matter to the City Council for their final decision.
- **Deny:** Considering the potential drawbacks of [*explain potential drawbacks, e.g., "concerns over implementation or compatibility" etc.*], I make a motion to recommend denial of the proposed A-20 zoning text amendment, and forwarding the matter to the City Council for their final decision.
- **Table:** I make a motion to table any action on the proposed A-20 zoning text amendment, until [*explain why the item needs to be tabled, e.g., "further review of the potential impact on housing," "receiving additional public input on the proposed changes," etc.*].

### **Attachments**

Draft Text Amendments

---

## Chapter 17.60

### ESTABLISHMENT AND DESIGNATION OF ZONES

Sections:

17.60.010	Zones established and Zoning Map.
17.60.020	Application of zoning regulations.
17.60.030	Rules for interpretation of zoning boundaries.
17.60.040	Designation of zone(s) upon annexation.
17.60.050	Table of land use regulations.
17.60.060	A-5 agricultural and farm industry zone.
17.60.070	A-40 agricultural zone.
<u>17.60.075</u>	<u>A-20 agricultural residential</u>
17.60.080	R-1 residential zone.
17.60.090	R-2 residential zone.
17.60.100	R-3 residential zone.
17.60.105	R-4 residential neighborhood zone.
17.60.110	R-5 multifamily residential zone.
17.60.120	R-6 multifamily residential zone.
17.60.130	Professional office zone (P-O).
17.60.140	Limited commercial (L-C), neighborhood commercial (N-C), community commercial (C-C) and regional commercial zone (R-C).
17.60.150	Research/industrial park (R/IP).
17.60.160	Planned residential unit development overlay (PRUD).

#### 17.60.010 Zones established and Zoning Map.

A. For the purposes of this title, all the land within the incorporated boundaries of West Point City is hereby divided into the following zones which are shown on the zoning map of West Point City which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this title:

A-~~40~~20

Agricultural Zone

---

---

A-5	Agricultural and Farm Industry Zone
<a href="#">A-20</a>	<a href="#">Agricultural Residential</a>
R-1	Residential Zone
R-2	Residential Zone
R-3	Residential Zone
R-4	Residential Neighborhood Zone
R-5	Multifamily Residential Zone
R-6	Multifamily Residential Zone
P-O C	Professional Office Zone
L-C	Limited Commercial
N-C	Neighborhood Commercial
C-C	Community Commercial
R-C	Regional Commercial
R/IP	Research/Industrial Park Zone
PRUD	Planned Residential Unit Development Overlay Zone

## 17.60.050 Table of land use regulations.

### A. Glossary and Requirements.

P = Permitted Use (P). A site plan application might be required as outlined in Chapter

---

---

[17.30](#) WPCC.

AC = Administrative Conditional Use (AC). A site plan application with an administrative staff review is required.

PC = Planning Commission Conditional Use Review (PC). A site plan application with planning commission review is required.

B. If a use is not specifically designated below, then it is prohibited.

---



LAND USE ZONES	A-5	<a href="#">A-20</a>	A-40	R-1	R-2	R-3	R-5	R-6	R-4	P-O	L-C	N-C	C-C	R-C	R/I-P
11. Agricultural Subdivision	P	<a href="#">P</a>	P												
<b>Residential Uses</b>															
1. Dwelling, Single-Family	P	<a href="#">P</a>	P	P	P	P	P	P	P						
2. Twin Home									P						
3. Minor Home Occupations (see WPCC <a href="#">17.70.140</a> )	AC	<a href="#">AC</a>	AC	AC	AC	AC	AC	AC	AC						
4. Major Home Occupations (see WPCC <a href="#">17.70.140</a> )	PC	<a href="#">PC</a>	PC	PC	PC	PC	PC	PC	PC						
5. In-Home Daycare/Preschool (see WPCC <a href="#">17.70.140</a> )	PC	<a href="#">PC</a>	PC	PC	PC	PC	PC	PC	PC						
6. Townhomes, Duplexes, Patio Homes, Single Story or Stacked Flat Condominiums							P	P							
7. Dwelling, Multiple Unit								PC							
8. Internal Accessory Dwelling Units (see WPCC <a href="#">17.70.060</a> )	P	<a href="#">P</a>	P	P	P	P			P						

LAND USE ZONES	A-5	<a href="#">A-20</a>	A-40	R-1	R-2	R-3	R-5	R-6	R-4	P-O	L-C	N-C	C-C	R-C	R/I-P
9. Detached Accessory Dwelling Units (see WPCC <a href="#">17.70.060</a> )	PC	<a href="#">PC</a>	PC	PC	PC	PC									
10. Attached Accessory Dwelling Units (see WPCC <a href="#">17.70.060</a> )	PC	<a href="#">PC</a>	PC	PC	PC	PC									
11. Residential Subdivision (including a model home as a permitted use after the preliminary plat is approved)	P	<a href="#">P</a>	P	P	P	P	P	P	P						
<b>Institutional/Quasi-Public</b>															
1. Cemetery	PC	<a href="#">PC</a>	PC	PC	PC	PC	PC	PC	PC						
2. Religious Places of Worship and Support Facilities	P	<a href="#">P</a>	P	P	P	P	P	P	P	P		P	P	P	P
3. Commercial Day Care Center and/or Preschool										PC		PC	AC	AC	AC
4. Senior Care Facilities/Nursing Homes										PC		PC	PC	PC	PC
5. Private/Quasi-Public/Charter School	P	<a href="#">P</a>	P	P	P	P	P	P	P	P		P	P	P	P





LAND USE ZONES	A-5	<a href="#">A-20</a>	A-40	R-1	R-2	R-3	R-5	R-6	R-4	P-O	L-C	N-C	C-C	R-C	R/I-P
1. Convenience Store												PC	PC	PC	PC
2. Vehicle Repair, Limited											PC				
<b>General Retail/Commercial/Hospitality</b>															
1. Retail Shops/Services (under 10,000 sq. ft.)												PC	PC	PC	PC
2. Mid-Box Retail (10,001 – 80,000 sq. ft.)													PC	PC	
3. Big Box Retail (80,001 sq. ft. and larger)														PC	
4. Financial Institutions										PC		PC	PC	PC	PC
5. Restaurants, Bars, Including Fast Food										PC		PC	PC	PC	PC
6. Professional Offices, Business Medical/Dental/Optical Office/Clinics and Laboratories										PC		PC	PC	PC	PC
7. Private Instructional Studio – Artist, Photography, Dance, Music, Drama,												PC	PC	PC	PC



[illegible]

---

## **17.60.070 A-20 agricultural residential zone.**

A. *Purpose.* The purpose of the A-20 (agricultural residential) zone is to provide rural residents the flexibility of having large lots that promote and preserve some agriculture with farm animal keeping.

B. *Use Table.* See use table section, WPCC 17.60.050. If a use is not specifically designated, then it is prohibited. All uses listed in the use table and that require a building permit shall also require a site plan application.

### **C. Development and Building Standards.**

1. *Subdivision Requirements.* In addition to the following standards, all lots (including single lots) shall be approved and developed in accordance with the standards found in the subdivision ordinance, Chapter 17.130 WPCC.

2. *A-20 Lot Standards Tables.* The following standards apply to all buildings in the A-40 zone:

<b><u>Lot Size and Minimum Dimensions</u></b>	
<u>Maximum Density (units per acre)</u>	<u>1.7</u>
<u>Min. Lot Area (sq. ft)</u>	<u>20,000</u>
<u>Min. Frontage</u>	<u>100'</u>
<u>Min. Depth</u>	<u>100'</u>
<b><u>Principal Structure</u></b>	
<u>Min. Front Yard Setback</u>	<u>30'</u>
<u>Min. Front Yard Setback Arterial Street</u>	<u>40'</u>
<u>Min. Side Yard Setback (one side)</u>	<u>10' (total of 20' for both sides)</u>
<u>Min. Side Yard Corner Lot</u>	<u>20'</u>

---

---

<u>Min. Side Yard Corner Lot Arterial Street</u>	<u>30'</u>
<u>Min. Rear Yard Setback (see WPCC 17.70.020 for encroachment standards)</u>	<u>30'</u>
<u>Min. and Max. Height</u>	<u>(See WPCC 17.70.020)</u>
<u>Min. Size of Dwelling</u>	<u>(see WPCC 17.70.020)</u>
<b><u>Accessory Buildings</u></b>	
<u>Animal Enclosures</u>	<u>(see WPCC 17.70.100)</u>
<u>Accessory Buildings</u>	<u>(see WPCC 17.70.030)</u>
<u>Accessory Dwelling Units</u>	<u>(see WPCC 17.70.060)</u>
<b><u>Fencing and Landscaping</u></b>	
<u>Fencing</u>	<u>(see WPCC 17.70.050)</u>
<u>Landscaping</u>	<u>(see WPCC 17.70.040)</u>
<b><u>Towers and Flagpoles</u></b>	
<u>Max. Height for Flagpoles</u>	<u>40'</u>

3. Animal Enclosures. All pens, corrals, barns, coops, stables and other similar structures to keep animals or fowl shall be located not less than 150 feet from a public street and not less than 100 feet from all dwellings on adjacent lots; unless the enclosing structure is on a corner lot, in which case the structure shall be located not less than 150 feet from a public street on one side and 25

---

---

feet from the other public street. All pigs shall be kept at least 200 feet from dwellings on adjacent lots. Also see WPCC 17.70.100.

4. *Front Yard Landscaping.* On lots over one-half acre in size, landscaping shall only be required on 100 feet of street frontage to the depth of the front yard setback.

D. *Related Provisions.* Chapter 17.00 WPCC, Administration and Enforcement.

Chapter 17.10 WPCC, Definitions.

Chapter 17.30 WPCC, Site Plan Review Standards.

Chapter 17.40 WPCC, Conditional Use Permits.

Chapter 17.70 WPCC, General Regulations.

WPCC 17.70.100, Farm animal regulations.

WPCC 17.70.140, Home occupations.

Chapter 17.100 WPCC, Off-Street Parking and Loading.

Chapter 17.110 WPCC, Sign Regulations.

Chapter 17.120 WPCC, Lighting.

Chapter 17.130 WPCC, Subdivisions. [Ord. 11-07-2023A § 1 (Exh. A); Ord. 08-17-2021B § 2 (Exh. A)].

## **17.70.100 Farm Animal Regulations**

B. Animal Allowance. Farm animals held for noncommercial purposes are permitted solely in the agricultural A-5, A-20, ~~and~~ A-40, R-1, and R-2 zones as a permitted use and shall be an administrative conditional use in the R-3 zone for all animals except small animals which may include chickens, ducks, geese, pigeons, and rabbits, unless restricted by private development agreements, covenants, or other legally binding contracts. Roosters shall not be kept in any residential zone. Residents in the R-1, R-2, R-3 and R-~~45~~ zones with property not less than 5,000 square feet may, at any time, keep and maintain a base number of no greater than six chickens, regardless of the size of their property, subject to the requirements of this section and any other applicable provisions of this code. The number of additional chickens shall be based on the same formula as other animals as follows:

---