



**WEST POINT CITY COUNCIL  
MEETING NOTICE & AGENDA  
SEPTEMBER 16<sup>th</sup>, 2025  
WEST POINT CITY HALL  
3200 W 300 N | WEST POINT, UT**

Mayor:  
Brian Vincent  
Council:  
Annette Judd, Mayor Pro Tem  
Jerry Chatterton • Michele Swenson  
Brad Lee • Trent Yarbrough  
City Manager:  
Kyle Laws

- THIS MEETING IS OPEN TO THE PUBLIC AND HELD AT WEST POINT CITY HALL
- A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:
  - » Online: - <https://us02web.zoom.us/j/84826694407> » Telephone: 1(669) 900-6833 – Meeting ID: 848 2669 4407

**ADMINISTRATIVE SESSION – 6:30 PM**

1. Discussion Regarding an Amendment to the Development Agreement for the Heritage Point PRUD Subdivision Located at 5000 W 2425 N – Mrs. Bryn MacDonald [pg. 4](#)
2. Discussion Regarding Adoption of the “Dignity Index” – Mayor Brian Vincent [pg. 7](#)
3. Other Items

**GENERAL SESSION – 7:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought (*Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought*)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (*Please approach the podium & clearly state your name and address prior to commenting. Please keep comments to a maximum of 2 ½ minutes. Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives*)
7. Presentation of the Awards for the Chalk Art Festival – Mayor Brian Vincent
8. Consideration of Approval of the Minutes from the July 15, 2025 West Point City Council Meeting [pg. 33](#)
9. Consideration of Resolution No. 09-16-2025A, Affirming West Point City’s Goal to Uphold Dignity and Civility in Local Government and Adopting the “Dignity Index” – Mayor Brian Vincent [pg. 7](#)
10. Public Hearing Regarding a Request to Rezone Property Located at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald [pg. 12](#)
11. Consideration of Ordinance No. 09-16-2025A, Rezoning Property at 1383 N 4350 W from A-40 to R-1 – Mrs. Bryn MacDonald [pg. 27](#)
  - a. Public Hearing
  - b. Action
12. Consideration of Approval to Place the Whitesides Place Subdivision on One-Year Warranty – Mr. Boyd Davis [pg. 32](#)
13. Motion to Adjourn the General Session

Posted this 12<sup>th</sup> day of September, 2025:   
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above September 16, 2025 West Point City Council Meeting Notice & Agenda was posted at the following locations: 1) West Point City Hall, 2) official City website at [www.westpointutah.gov](http://www.westpointutah.gov) and 3) the Utah Public Notice Website at [www.utah.gov/pmn](http://www.utah.gov/pmn).

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-776-0970.

## TENTATIVE UPCOMING ITEMS

*\*The items listed below are for planning purposes only and are subject to change.  
They should not be relied upon as an official agenda for any City Council meeting.*

**Date:**            **10/07/2025**

**Administrative Session – 6:00 pm**

1. Discussion Regarding \*\*

**General Session – 7:00 pm**

1. Youth Council Update
2. Davis County Sheriff's Office Update
3. Consideration of Approval of Resolution No. \*\*, Approving the Drainage Agreement with UDOT for the West Davis Highway – Mr. Boyd Davis
4. Consideration of Approval of a Resolution No. \*\*, Approving a Cost Sharing Agreement with Davis County for Infrastructure Studies in Annexation Area – Mr. Boyd Davis
5. Consideration of Approval of Resolution No. \*\*, Approving a Development Agreement for Property at 3900 W 300 N from R-2 to R-4 – Mrs. Bryn MacDonald
  - a. **Public Hearing**
  - b. Action
6. Consideration of Approval of Ordinance No. \*\*, Rezoning Property at 3900 W 300 N – Mrs. Bryn MacDonald
7. Consideration of Approval of Ordinance No. \*\*, Adopting an Amended Sewer Impact Fee for the Annexation Area – Mr. Boyd Davis
  - a. **Public Hearing**
  - b. Action
8. Consideration of Approval of Resolution No. \*\*, Amending the Development Agreement for the Heritage Point PRUD Subdivision – Mrs. Bryn MacDonald

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**Date:**            **10/21/2025**

**Administrative Session – 6:00 pm**

1. Discussion Regarding \*\*

**General Session – 7:00 pm**

1. Consideration of Approval of \*\*
- 

**Date:**            **11/04/2025**

**CANCELLED (Election Day)**

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**Date:**            **11/18/2025**

**Administrative Session – 6:00 pm**

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Report
3. Discussion Regarding \*\*

**General Session – 7:00 pm**

1. Consideration of Approval of the 2025 General Election Canvass by the Board of Canvassers
- 

**Date:**            **12/02/2025**

**Administrative Session – 6:00 pm**

1. Discussion Regarding the FY2025 Financial Audit

**General Session – 7:00 pm**

1. Update from the Davis County Sheriff's Office
  2. Youth Council Update
  3. Consideration of Acceptance of the FY2025 Financial Audit for West Point City
- 

**Date:**            **12/16/2025**

**Administrative Session – 6:00 pm**

1. Discussion Regarding \*\*

**General Session – 7:00 pm**

1. Appointment of West Point City Planning Commissioners
2. Consideration of Approval of Ordinance No. \*\*, Approving the 2026 West Point City Council Meeting Schedule



# WEST POINT CITY 2025 CALENDAR

## 2025

## IMPORTANT DATES

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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### FEBRUARY

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### AUGUST

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30	31					

### MARCH

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30	31					

### SEPTEMBER

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30	31					

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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### MAY

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31						

### NOVEMBER

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30						

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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20	21	22	23	24	25	26
27	28	29	30			

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

### JANUARY

1	New Year's Observed-CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
20	MLK Jr. Day - CLOSED
23	Planning Commission - 6 PM
24-25	City Council Planning & Visioning Session
28	Council/Staff Lunch - 11:30 AM

### JULY

1	City Council - 6 PM
3 & 4	PARTY AT THE POINT EVENTS
10	Planning Commission - 6 PM
11	MOVIE IN THE PARK - DUSK
15	Senior Lunch - 11:30 AM (Loy Blake)
15	City Council - 6 PM
24	Pioneer Day Holiday - CLOSED

### FEBRUARY

4	City Council - 6 PM
11	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	President's Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

### AUGUST

5	City Council - 6 PM
8	Summer Social - 6:30 PM
12	PRIMARY ELECTION DAY
12	Senior Lunch - 11:30 AM (Loy Blake)
14	Planning Commission - 6 PM
15	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
28	Planning Commission - 6 PM

### MARCH

4	City Council - 6 PM
13	Planning Commission - 6 PM
18	Senior Lunch - 11:30 AM
18	City Council - 6 PM
27	Planning Commission - 6 PM

### SEPTEMBER

1	Labor Day - CLOSED
2	City Council - 6 PM
6	DAY OF SERVICE
9	Senior Lunch - 11:30 AM (Loy Blake)
11	Planning Commission - 6 PM
16	City Council - 6 PM
25	Planning Commission - 6 PM

### APRIL

4	City Council - 6 PM - Canceled
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
11-12	ANNUAL SPRING CLEAN-UP
15	City Council - 6 PM
19	EASTER EGG HUNT - 10 AM
22	Council/Staff Lunch - 11:30 AM
24	Planning Commission - 6 PM

### OCTOBER

2	CEMETERY CLEANING
7	City Council - 6 PM
9	Planning Commission - 6 PM
11	FALL FESTIVAL
13	Employee Training - CLOSED
21	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 11:30 AM
TBD	ANNUAL FALL CLEAN-UP

### MAY

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
26	Memorial Day - CLOSED

### NOVEMBER

4	GENERAL ELECTION DAY
11	Veterans Day - CLOSED
18	Senior Lunch - 11:30 AM
13	Planning Commission - 6 PM
18	City Council - 6 PM
27-28	Thanksgiving - CLOSED

### JUNE

3	City Council - 6 PM
7	MISS WEST POINT PAGEANT
10	Senior Lunch - 11:30 AM (Loy Blake)
12	Planning Commission - 6 PM
13	MOVIE IN THE PARK - DUSK
17	City Council - 6 PM
19	JUNETEENTH - CLOSED
26	Planning Commission - 6 PM

### DECEMBER

1	CITY HALL LIGHTING - 6 PM
2	City Council - 6 PM
5	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
9	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
16	City Council - 6 PM
19	CEMETERY LUMINARY - 4 PM
25/26	Christmas Holiday - CLOSED
1	New Year's - CLOSED

# CITY COUNCIL STAFF REPORT



**Subject:** Amendment to Development Agreement – Heritage Point PRUD  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** September 16, 2025

## **Background**

On June 17, 2025, the City Council approved a Planned Residential Unit Development (PRUD) overlay zone and development agreement for the Heritage Point Subdivision. The property is 82.94 acres located at approximately 2350 North 5000 West. The PRUD approval allowed up to 213 single-family lots with a minimum lot size of 10,000 square feet (as required by ordinance for the R-1 PRUD overlay zone). In exchange for 16 percent bonus density, the applicant provided for the dedication of regional trail connections, open space, and architectural design standards.

The applicant, Mike Bastian representing Heritage Point Development, is now requesting an amendment to the approved development agreement. The request is to allow several lots in the development to be less than the required 10,000 square feet.

## **Process**

Amendments to development agreements require a public hearing before the Planning Commission, which then makes a recommendation to the City Council. The City Council will make the final decision to approve, deny, or modify the request. The Planning Commission held a public hearing on August 28, 2025, and recommended approval of the request. There were no comments received at the public hearing.

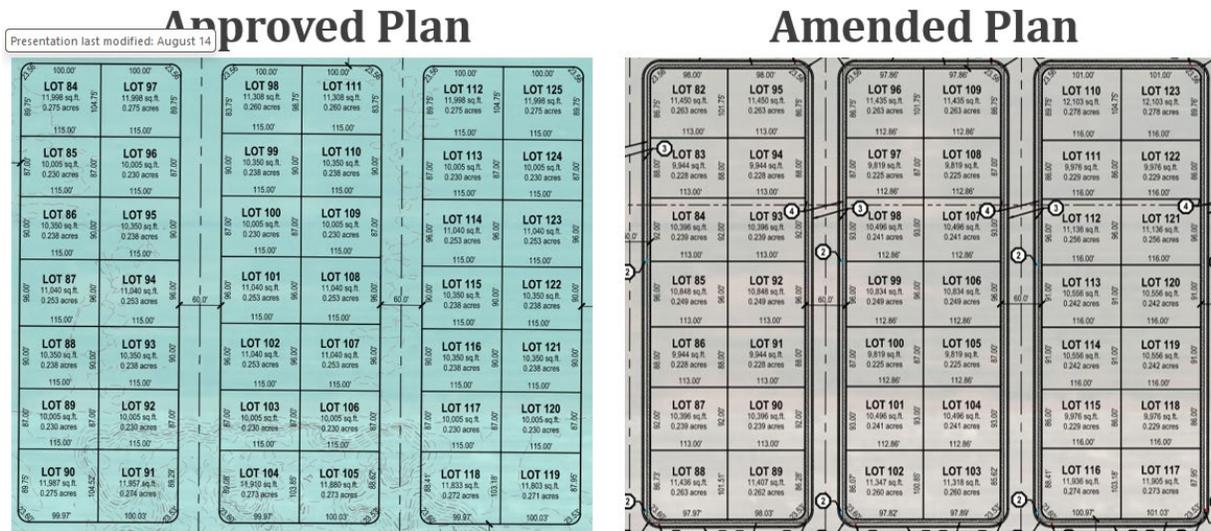
## **Analysis**

The applicant is requesting a modification to the approved development agreement that would allow 46 lots in the Heritage Point subdivision to be under the 10,000 sq. ft. minimum required by the PRUD ordinance. The smallest proposed lots in this subdivision are approximately 9,819 sq. ft., with most lots between 9,820–9,944 sq. ft. According to the applicant, this adjustment will provide “flexibility to design wider lots that can better accommodate single-level ramblers and other home plans that require greater frontage, while preserving the overall neighborhood character.”

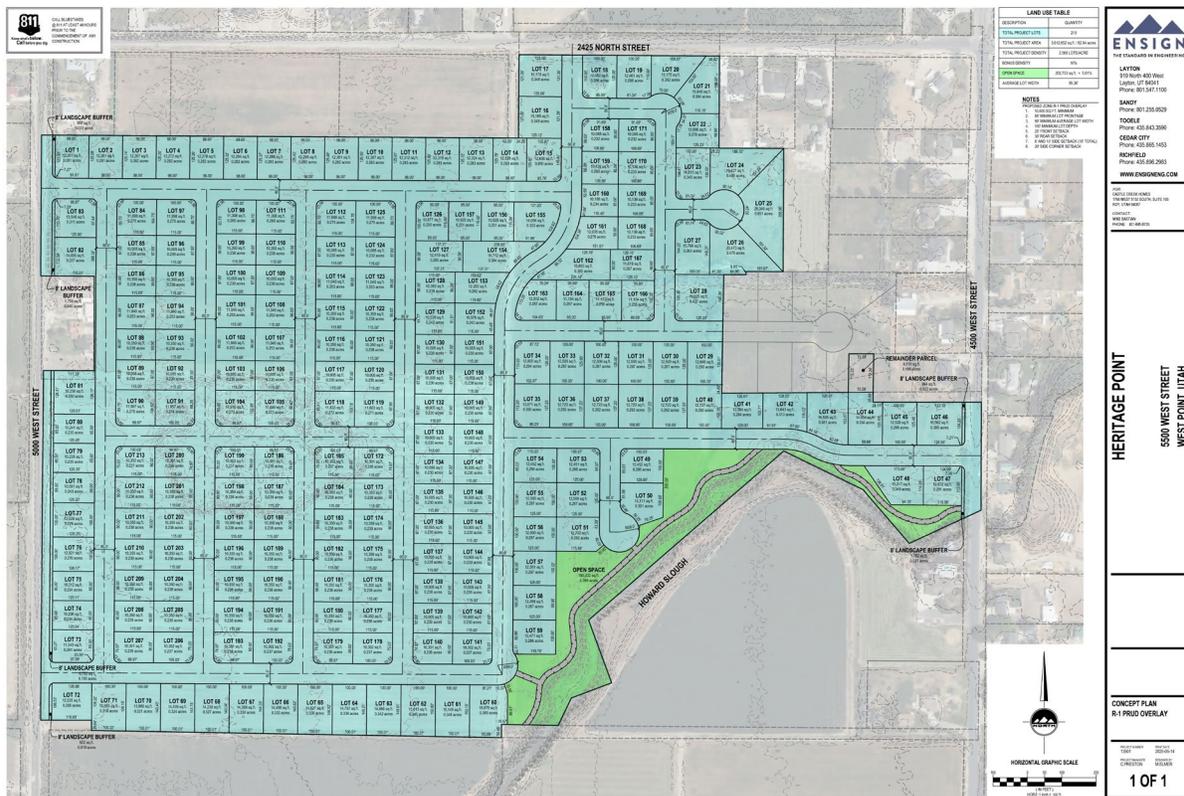
During the process of engineering the subdivision, the total number of total lots has gone from 213 to 211. The overall density, bonus density, and open space have slightly decreased accordingly. The table below shows the differences between the two plans.

	Approved Concept Plan (June 2025)	Proposed Amendment (Aug 2025)
Total Lots	213	211
Lots < 10,000 sq. ft.	0	46 (22%)
Smallest Lot Size	10,005 sq. ft.	9,819 sq. ft.
Density	2.57 units/acre	2.54 units/acre
Bonus Density	16%	15%
Open Space	202,753 sq. ft. (5.6%)	187,268 sq. ft. (5.2%)
Average Lot Width	95.36'	95.36'

To better illustrate the proposed modification, the following side-by-side comparison highlights sample areas of the subdivision where lot sizes are affected.



## JUNE 2025 APPROVED CONCEPT PLAN





# CITY COUNCIL STAFF REPORT



**Subject:** The “Dignity Index” & Civility  
**Author:** Casey Arnold  
**Department:** Executive  
**Meeting Date:** September 16, 2025

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## **Background**

UNITE, a national initiative to ease divisions, prevent violence, and solve problems, was created with the mission of discovering ways to heal America’s polarized partisan divide and allow important policy issues to be productively addressed. UNITE’s research revealed that speech is a key cause of division and contempt – specifically that contemptuous speech creates and magnifies division between people, but that dignified speech brings people together. The “Dignity Index” was created as a way to better evaluate and distinguish contemptuous speech from dignified speech. The intent is that the Dignity Index can serve as a tool to decrease partisan division and promote productive discussion by shining a light on the way people speak to, and about, each other.

In September 2022, a team from the University of Utah (including people from the David Eccles School of Business, the Kem C. Gardner Policy Institute, and the Hinckley Institute of Politics) joined UNITE and constructed the “Utah Dignity Index Pilot Project” for Utah’s midterm elections. Team members were asked to score candidates’ social media posts, ads, speeches, and debates in accordance with the Dignity Index and the scores were released to the public. It was found that individual scorers would consistently apply the scoring index, even with having different backgrounds and political affiliations, and could jointly identify contemptuous speech, regardless of whether or not they supported the candidate. Perhaps most importantly, it was found that as the expression of dignity rises in conversation, so did curiosity, humility, vulnerability, and the ability to see the good in others and the flaws in oneself. Observations such as these promote the premise that treating others with dignity and solving problems are the same set of skills.

In 2023, the Utah League of Cities and Towns adopted a policy resolution titled “Dignity and Civility in Local Politics”, which incorporates the Dignity Index and invites all member cities and town to endorse and implement principles and practices that promote dignity and civility in their communities.

## **Analysis**

The Dignity Index is an eight-point scale that measures what we do when we disagree. Each scale point represents a particular mindset toward the other side, ranging from ONE – which sees no dignity at all in the other side – to EIGHT, which sees the dignity in everyone, no matter what. The Scoring Guide includes a set of quotes and traits that are characteristic of each mindset. Scoring involves matching language in the passage with the quotes or traits of a particular scale point. A score of 1-4 indicates contempt, and a score of 5-8 indicates dignity.

Committing to a goal of dignity and civility is grounded in three main hypotheses:

1. Treating people with contempt causes division; treating people with dignity eases division.
2. When we put a spotlight on dignity and contempt, we use more dignity and less contempt.

3. When we use more dignity and less contempt, we begin to expect the same from the people who entertain us, inform us, and represent us.

By establishing a standard of behavior for all City officials and employees that reflects dignity, civility, and respect in all interactions, West Point will be doing its part to foster an environment that is safe, efficient, effective, and reflective of our democratic values.

### **Recommendation**

It is recommended that the City Council approve a resolution adopting the Dignity Index and affirming its goal to uphold dignity and civility as a local government agency.

### **Attachments**

Resolution

Dignity Index

Dignity Index Scoring Guide

**RESOLUTION NO. 09-16-2025A**

**A RESOLUTION AFFIRMING WEST POINT CITY’S GOAL  
TO UPHOLD DIGNITY AND CIVILITY IN LOCAL GOVERNMENT AND  
ADOPTING THE “DIGNITY INDEX”**

**WHEREAS**, West Point City (hereinafter the “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, the City Council recognizes that the cornerstone of a healthy democratic process is respectful and constructive discourse, even in times of disagreement, among elected officials, community leaders, and the public; and

**WHEREAS**, the City Council seeks to encourage a spirit of dignity, respect, and civility within our community; and

**WHEREAS**, the City Council acknowledges its role to lead by example by setting a standard of behavior wherein mutual respect guides every interaction and decision; and

**WHEREAS**, “UNITE”, a national initiative created in an effort to ease divisions, prevent violence, and solve problems, along with the University of Utah have introduced the “Dignity Index” as an evaluation method to distinguish contemptuous speech from speech grounded in dignity; and

**WHEREAS**, the City Council desires to affirm its commitment to supporting the purpose of the Dignity Index by promoting a community that rewards dignity and challenges contempt.

**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED AS FOLLOWS:**

**SECTION 1.** The Dignity Index, attached hereto and incorporated by this reference, is hereby adopted as the basis on which behavior and actions will be evaluated.

**SECTION 2.** The City Council hereby declares its goal to uphold dignity, civility, and respect in all aspects of City government and administration by setting the standard that only behaviors and speech that exemplify dignity as identified on the Dignity Index be demonstrated by all City officials and employees.

**SECTION 3.** The City Council will stand unified in protecting the democratic values for all members of our community in an effort to ensure everyone is treated with respect and dignity.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of September, 2025.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

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



# CITY COUNCIL STAFF REPORT

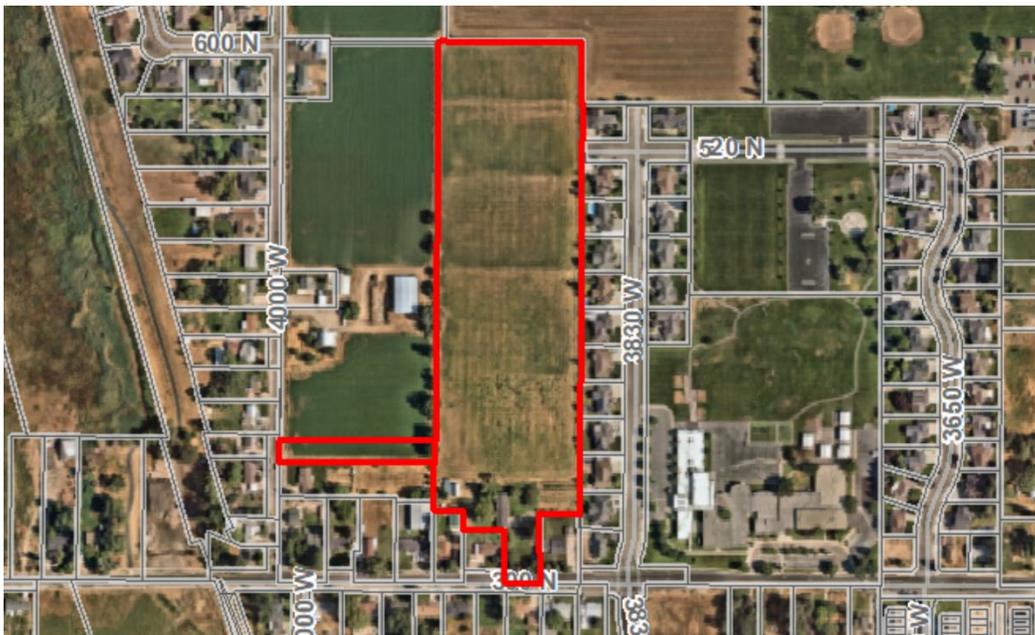


**Subject:** Rezone Request & Development Agreement  
3900 W 300 N (*Applicant – Matt Leavitt*)  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** September 16, 2025

## **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 update of the General Plan, the applicant petitioned the City Council to identify this property as R-4 residential. 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. They are also asking for a development agreement.

The Planning Commission discussed this proposal during their meetings on March 27, April 10, and May 22, 2025. A public hearing was held on June 12, 2025 in accordance with West Point City Code.



## **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. A 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, or tabling for further discussion.

The Planning Commission held a public hearing in June 12, 2025. The PC heard comments from 16 individuals during the hearing. Some of the concerns raised include:

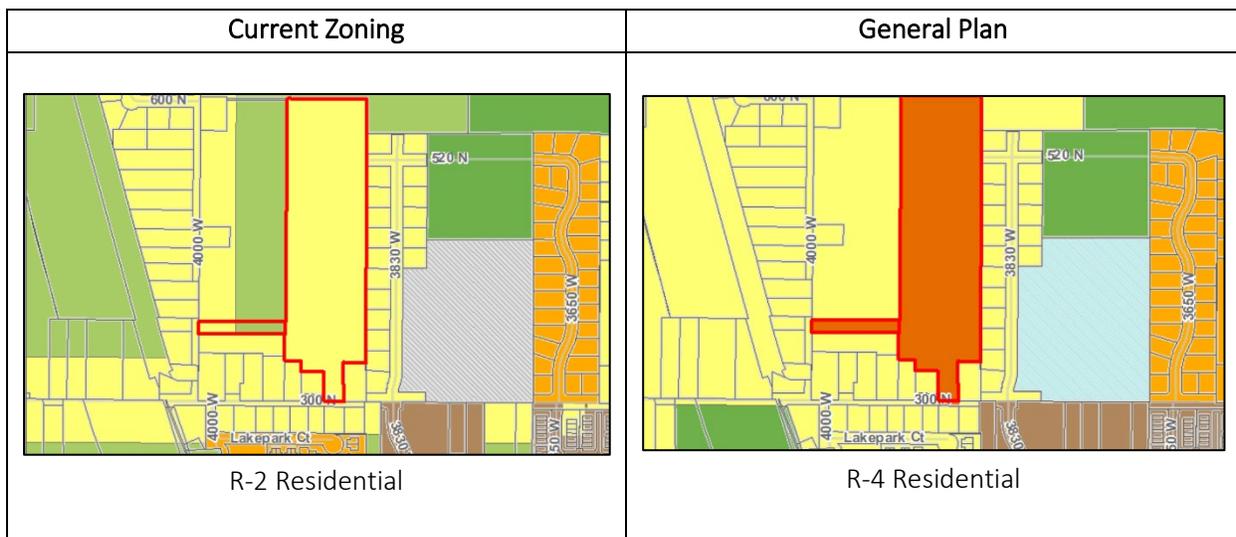
- **Increased Traffic Concerns:** Residents worried about potential traffic overcrowding on 300 North and increased traffic within the West View Park Subdivision (3650 West & 3830 West) due to the development.
- **Number of Dwellings:** The increased number of homes seemed dramatically different compared to surrounding developments.
- **Loss of Agricultural Character:** Residents were concerned that smaller lot sizes would disrupt the area's agricultural feel.

During the meeting on June 26, 2025, the Planning Commission recommended denial of the rezone due to potential negative impacts. The stated they don't believe the proposal fits in with the surrounding community. They believe the development could be achieved with an R-2 or R-3 PRUD, instead of the R-4 zone.

The City Council must now have a public hearing and can approve, deny, or modify the request.

**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. The property is currently zoned R-2. The general plan designates the property as R-4.



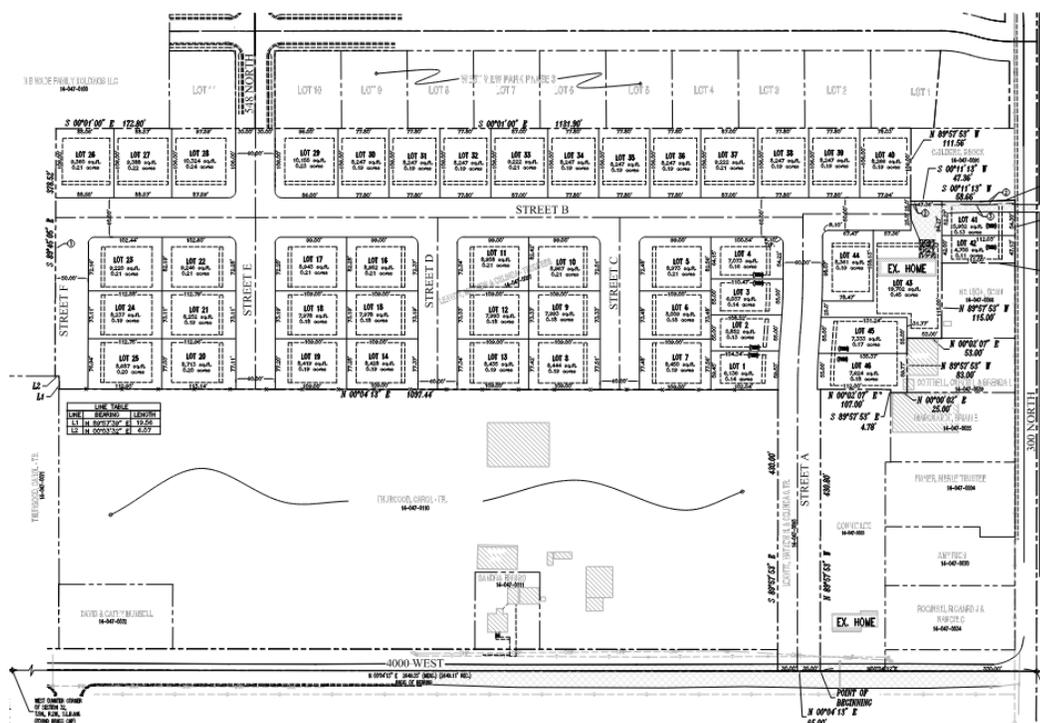
West Point City Code 17.60.105 defines the R-4 zone as medium-density single-family neighborhoods (max 6 units/acre) intended for attainable housing. This zone allows for a max of 20 percent twin homes. The applicant's request for R-4 is consistent with the recommendations shown on the General Plan Map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

R-4 Zone (13.14 acres)		
Standard	Required	Proposed
Minimum Density	3.7 units/acre	3.5 units/acre
Minimum Lots	49	46
Maximum Density	Up to 6 units/acre	3.5 units/acre
Minimum Lot size	5,000 sq/ft	5,280 sq/ft
Conceptual Plan	Yes	Provided
Draft CC&R with owner-occupancy requirements	Yes	Yes
Elevations	Yes	Provided; See below
Perimeter fence	Yes	Not Shown
Twin Homes max	20% (9 units)	17% (8 units)

After the meeting on August 19, 2025, the applicant made changes based on feedback from the Council and has submitted a revised plan. He has removed one of the twin homes on the east side of the development which reduces the total number of units to 46. This also reduces the density from 3.6 units to per acre to 3.5. The number of twin homes now complies with the code requirement. The applicant has also added a 5-foot walkway connecting “Street B” with 300 North.

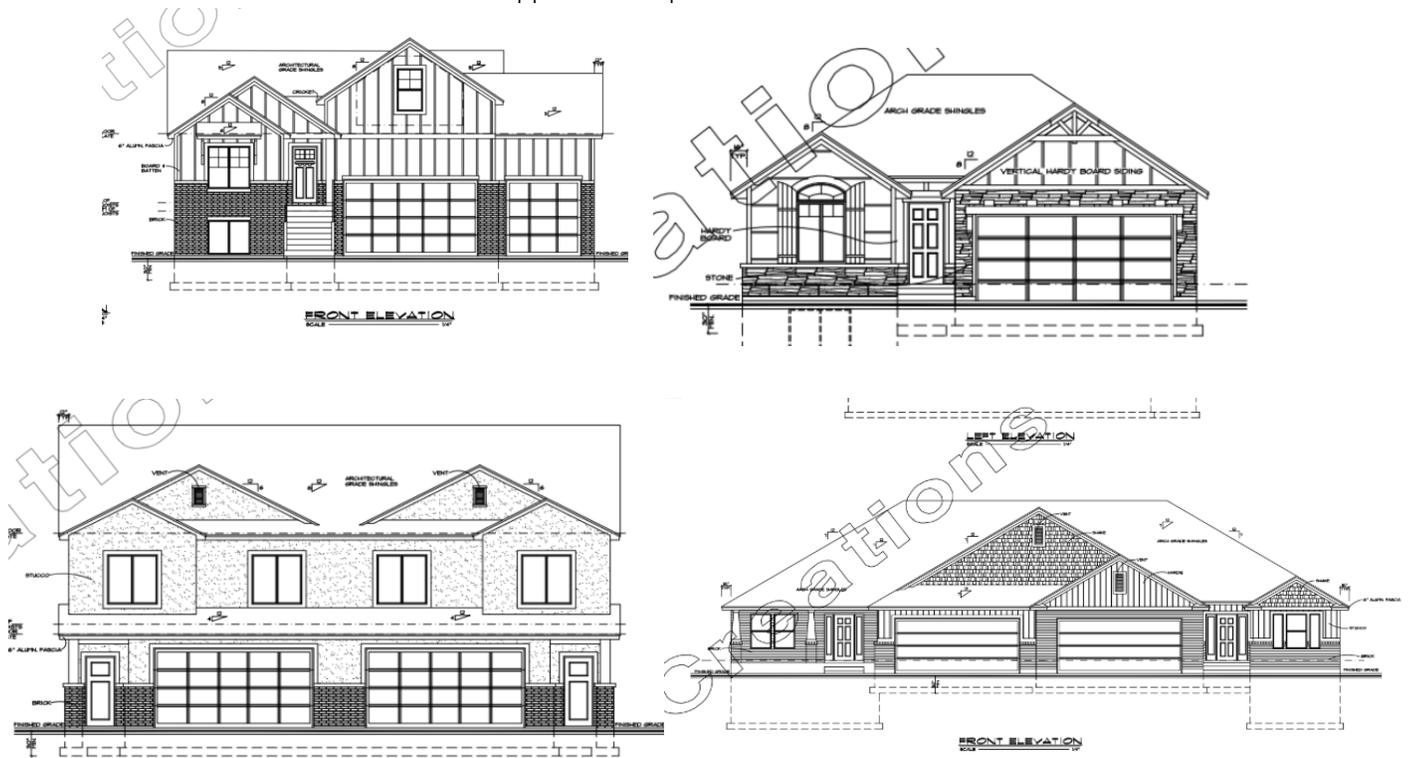
### WEST VIEW PARK NO. 4

APPROX: 3900 WEST 300 NORTH  
WEST POINT, UTAH, DAVIS COUNTY



**Development Agreement:** The proposed density of 3.5 units/acre is below the R-4 zone's minimum requirement of 3.7 units/acre. The applicant will need to enter into a development agreement with the city to grant an exception to the code. This agreement would allow the lower density of 3.5 units/acre. 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. The Planning Commission recommended denial of the development agreement.

Applicants Proposed Elevations



**Recommendation**

The proposed R-4 request matches the zoning designation on the General Plan map. The development agreement would allow a density of 3.5 instead of 3.7. The Planning Commission recommended denial of the rezone and the development agreement. Since this is a legislative matter, it is essential for the City Council to determine whether the request will support the vision of the general plan (map and documents) and ensure the overall welfare of the community.

**Attachments**

Site Plan

**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 46 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 46 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached concept plan (see Exhibit B). This includes 8 twin homes units (four buildings with two units each). 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 3.5 units per acre.

4.5 Sidewalk. No sidewalk or fencing shall be required along the access marked as "Street A", the access off of 4000 W. Sidewalk shall be installed starting at the first developed lot, approximately 430 feet to the east of 4000 W. Vinyl fencing shall be installed around the remainder of the project, as required in the R-4 zone.

4.6 Easement. Master Developer shall dedicate to the city a five-foot wide access from the southern end of "Street B", connecting through proposed lots 43 and 41 to 300 North. Master Developer shall pave a 5-foot wide sidewalk and install a 6-foot vinyl fence on both sides of the access.

4.7 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.

4.8 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



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





# CITY COUNCIL STAFF REPORT



**Subject:** Rezone Request – 1383 N 4350 W  
(Applicant, Hamblin)  
**Author:** Bryn MacDonald, AICP  
**Department:** Community Development  
**Date:** September 16, 2025

## **Background**

Jason Hamblin, representing the property owners Johanna Lainez and Bruce Suarez, has applied to rezone approximately 0.71 acres of land located south of 1383 N 4350 W. The property consists of two parcels, 14-040-0106 (.31 acres), 14-040-0114 (.4 acres) and 14-414-0043 (one-foot holding strip). The property is currently zoned A-40 Agricultural and R-2 Residential. The applicant is requesting a rezone to R-1 Residential to develop the two parcels into two buildable residential lots. According to the application, these two lots would tie in with the Pheasant Creek subdivision, which was originally developed by the applicant's father, Doug Hamblin.

## **Process**

Rezone requests are legislative decisions. In legislative matters, the Planning Commission and City Council have broad discretion, if it can be shown that their actions will promote or protect the community's overall welfare. Changes to zoning require a public hearing and a recommendation from the Planning Commission before the City Council can make a final decision. The Planning Commission held a public hearing on August 14, 2025, and recommended approval of the rezone. There were no public comments at the hearing.

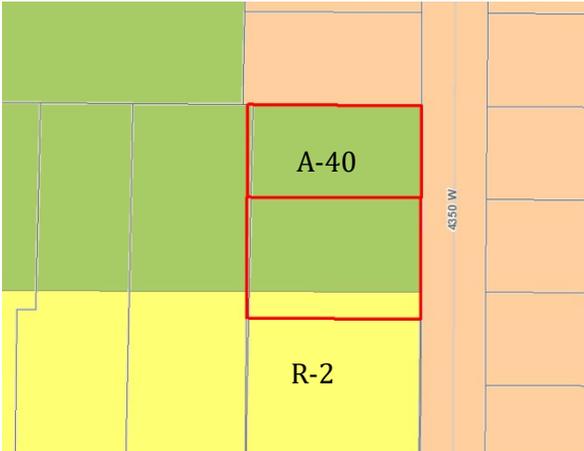
The City Council must now hold a public hearing and can approve, deny, or modify the request.

## **Analysis**

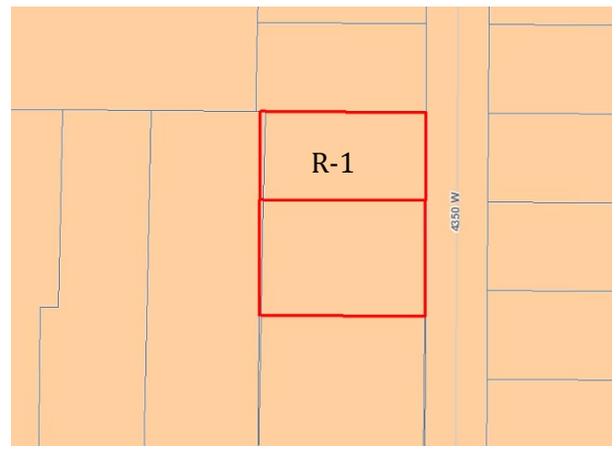
The R-1 Residential zone allows for a density of up to 2.2 dwelling units per acre. The applicant's request is to rezone a 0.71-acre site to create two residential lots, which aligns with the allowable density. The minimum lot size in the R-1 zone is 12,000 square feet. The proposed lots will need to comply with this minimum size requirement. If the rezone is approved, the applicant will submit a subdivision application for the two lots. At that time, the plan will be reviewed for compliance with the size, width, and other code requirements.



Current Zoning



General Plan



**Recommendation**

The proposed R-1 request meets the vision of the General Plan. Since this is a legislative matter, the City Council must determine whether the request will support and ensure the overall welfare of the community. The Planning Commission recommended approval of the rezone to R-1.

**Attachments**

Application

**ORDINANCE NO. 09-16-2025A**

**AN ORDINANCE REZONING PROPERTY LOCATED AT  
1383 N 4350 W TO THE R-1 ZONE**

**WHEREAS**, the West Point City Council for and on behalf of West Point City, State of Utah (hereinafter referred to as the “City” has determined to rezone certain property; and

**WHEREAS**, a public hearing was duly held and the interested parties were given an opportunity to be heard; and

**WHEREAS**, the City Council has duly considered said rezone; and,

**WHEREAS**, the City Council, after due consideration of said rezone, has concluded that it is in the best interest of the City and the inhabitants thereof that said rezone be adopted;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH as follows:**

**SECTION ONE: REZONE**

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the A-40 and R-2 zones and placing the property in the R-1 zone.

**Legal Description:**

See Exhibit A attached hereto.

**SECTION TWO: ORDINANCES TO CONFORM WITH AMENDMENTS**

The West Point City Director of Community Development is hereby authorized and directed to make all necessary changes to the West Point City Zoning Map to bring it into conformity with the changes adopted by this Ordinance.

**SECTION THREE: SEVERABILITY**

In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and adoption and publication of a summary as required by law.

DATED this 16<sup>th</sup> day of September, 2025

WEST POINT CITY, a Municipal Corporation

By: \_\_\_\_\_

Brian Vincent

Mayor

ATTEST:

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

# EXHIBIT A

## Legal Description:

Parcel 14-040-0114

A PARCEL OF LAND SIT IN THE SE 1/4 OF SEC 30-T5N-R2W, SLB&M, SD PARCEL ALSO BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE W'LY LINE OF PHEASANT CREEK ESTATES SUB PHASE 1, A CLUSTER SUB (DEED READS PHEASANT CREEK ESTATES SUB PHASE 1); SD PT BEING S 89°58'10" E 654.37 FT ALG THE SEC LINE (NAD83 BEARING BEING S 89°36'49" E BETWEEN THE S 1/4 COR & THE SE COR OF SD SEC 30 PER THE DAVIS COUNTY NAD83 TOWNSHIP REFERENCE PLAT) & N 00°01'50" E 177.84 FT FR THE S 1/4 COR OF SD SEC 30; & RUN TH N 89°58'10" W 159.00 FT; TH N 00°01'50" E 110.50 FT; TH S 89°58'10" E 159.00 FT TO THE W'LY LINE OF SD PHEASANT CREEK ESTATES SUB PHASE 1, A CLUSTER SUB (DEED READS PHEASANT CREEK ESTATES SUB PHASE 1); TH S 00°01'50" W 110.50 FT ALG THE SD W'LY LINE TO THE POB. CONT. 0.403 ACRES

Parcel 14-040-0106

A PARCEL OF LAND SIT IN THE SE 1/4 OF SEC 30-T5N-R2W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT THE SE COR OF LOT 21, PHEASANT CREEK ESTATES SUB PHASE 1; SD COR BEING S 89°58'10" E 654.37 FT ALG THE SEC LINE & N 00°01'50" E 373.34 FT FR THE S 1/4 COR OF SEC 30-T5N-R2W, SLB&M; & RUN TH S 00°01'50" W 85.00 FT ALG THE W LINE OF SD PHEASANT CREEK ESTATES SUB PHASE 1; TH N 89°58'10" W 159.00 FT; TH N 00°01'50" E 85.00 FT TO A PT ON THE S LINE OF SD LOT 21, PHEASANT CREEK ESTATES SUB PHASE 1; TH S 89°58'10" E 159.00 FT ALG SD S LINE OF LOT 21 TO THE POB. CONT. 0.31 ACRES



# CITY COUNCIL STAFF REPORT



**Subject:** Warranty – Whitesides Place  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** September 16, 2025

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## **Background**

The Whitesides Place Subdivision is located at 2600 W 300 N. The developer has completed all the required improvements, with exception of the sidewalk and seal coat, and is now asking that the subdivision be placed on a one-year warranty.

## **Analysis**

The subdivision has been inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The subdivision will be placed on a one-year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

## **Recommendation**

It is recommended that the City Council place the Whitesides Place Subdivision on a one-year warranty.

## **Significant Impacts**

None

## **Attachments**

None

