

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
James Bruhn  
Kelly Enquist  
Mark Preece  
Andrew Williams

550 North 800 West  
West Bountiful, Utah 84087

Phone (801) 292-4486  
FAX (801) 292-6355  
www.WBCity.org

**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## AMENDED CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION  
AT 6:00 P.M. AND A REGULAR MEETING AT 7:30 PM,  
ON TUESDAY, OCTOBER 17, 2017, AT CITY HALL, 550 N 800 WEST**

### 6:00 p.m. Work Session

- Compensation Plan Study

### 7:30 p.m. Amended Regular Meeting

*Invocation/Thought – James Ahlstrom; Pledge of Allegiance – Mark Preece*

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Public Hearing on Potential Sale of 0.05 Acres of PUD Open Space Land Known as Lot D in Jessi's Meadows Subdivision.
4. Consider Resolution 423-17 A resolution authorizing the sale of 0.05 acres of PUD open space land known as Lot D in the Jessi's Meadows Subdivision.
5. Consider Second Amendment to the Development Agreement for The Cottages at Havenwood Subdivision by and between Capital Reef Management, LLC. and West Bountiful City for the purpose of modifying architectural standards.
6. Consider Impact Fee Agreement with South Davis Metro Fire Agency.
7. Approve Poll Workers for November 7 General Election.
8. Police Report.
9. Public Works/Engineering Report.
10. Administrative/Finance Report.
11. Mayor/Council Reports.
12. Approve Minutes from the October 3, 2017 City Council Meeting.
13. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.
14. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801) 292-4486 twenty-four hours prior to the meeting.

*This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on October 12, 2017, and amended on October 16, 2017.*

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## **NOTICE OF PUBLIC HEARING**

A public hearing will be held by the West Bountiful City Council at its regular meeting on Tuesday, October 17, 2017 at the City offices, 550 N 800 West, beginning at 7:30 pm, or as soon thereafter as dictated by the agenda.

The purpose of the hearing is to receive public input on the potential sale of 0.05 acres or 2,178 square feet of PUD open space land known as Lot D in the Jessi's Meadows subdivision, parcel number 06-192-0044.

All interested parties are invited to participate in the hearing.

Cathy Brightwell  
City Recorder

Denise J Montgomery  
535 Jessis Meadow Way  
West Bountiful, UT 84087  
(801)864-0113

West Bountiful City  
550 N. 800 W.  
West Bountiful, UT 84087  
(801)292-4486

September 14, 2017

I Denise J Montgomery, am proposing to purchase parcel 06192004, all of lot D in Jessis Meadow PUD. This is a .05 acre parcel that borders my parcel 060320033, it is a 6.36 acre parcel. My proposed price to purchase this parcel is \$2,000.00. I will ensure this property continues to be maintained. I am looking to have enough frontage on the backside of my property to build. I will provide sidewalks where needed.

Please contact me as soon as possible on this matter, if you cannot reach me please contact, Ashley Scribner at (801)842-4268

A handwritten signature in cursive script that reads "Denise J Montgomery". The signature is written in black ink and is positioned above the printed name.

Denise J Montgomery  
535 Jessis Meadow Way  
West Bountiful, UT 84087  
(801)864-0113



Imagery ©2017 Google, Map data ©2017 Google United States 20 ft

Denise J. Montgomery owns parcel 06-0320033  
 would like to purchase small grass area city  
 owns parcel 06-1920044 that borders her property.  
 .05 of an acre All of Lot D

# WEST BOUNTIFUL CITY

## RESOLUTION #423-17

A RESOLUTION AUTHORIZING THE SALE OF 0.05 ACRES OF PUD OPEN SPACE LAND KNOWN AS LOT D IN THE JESSI'S MEADOWS SUBDIVISION

**WHEREAS**, the city received an offer to sell 0.05 acres of open space known as Lot D in Jessi's Meadows Subdivision from the adjacent property owner; and,

**WHEREAS**, a public hearing was noticed and held on October 17, 2017 to receive public comment on the proposed sale; and

**WHEREAS**, the city council finds it is being offered fair value for the land; and

**WHEREAS**, the city council finds that it is in the best interest of the city to dispose of the property:

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful, Utah that, subject to the review of the city attorney, the mayor is authorized to execute the sale of 0.05 acres of PUD open space land known as Lot D in the Jessi's Meadows Subdivision for \$2,000.00.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon passage.

Passed and approved by the city council of West Bountiful City this 17<sup>th</sup> day of October, 2017.

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Kenneth L Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

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Cathy Brightwell, Recorder

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**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR ROMNEY, WEST BOUNTIFUL CITY COUNCIL, WEST BOUNTIFUL CITY STAFF, AND STEVE DOXEY  
**FROM:** CRAIG JACOBSEN/CAPITAL REEF MANAGEMENT, LLC AND OVATION DEVELOPMENT, INC.  
**SUBJECT:** THE COTTAGES AT HAVENWOOD/RESOLUTION OF ISSUE PERTAINING TO EXTERIOR DESIGN OF HOMES  
**DATE:** OCTOBER 16, 2017  
**CC:** BRAD FROST

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The Cottages at Havenwood development has reached the point where we soon can begin construction of the homes. Thankfully, the project has proven to be very much in demand and we have numerous lots under contract. It is crucial that we begin construction of as many of these homes as possible before cold weather sets in. Home construction in the wintertime can add \$5,000 or more to the cost of construction on each home. Thus, we must avoid any unnecessary delays in approving the building permit applications.

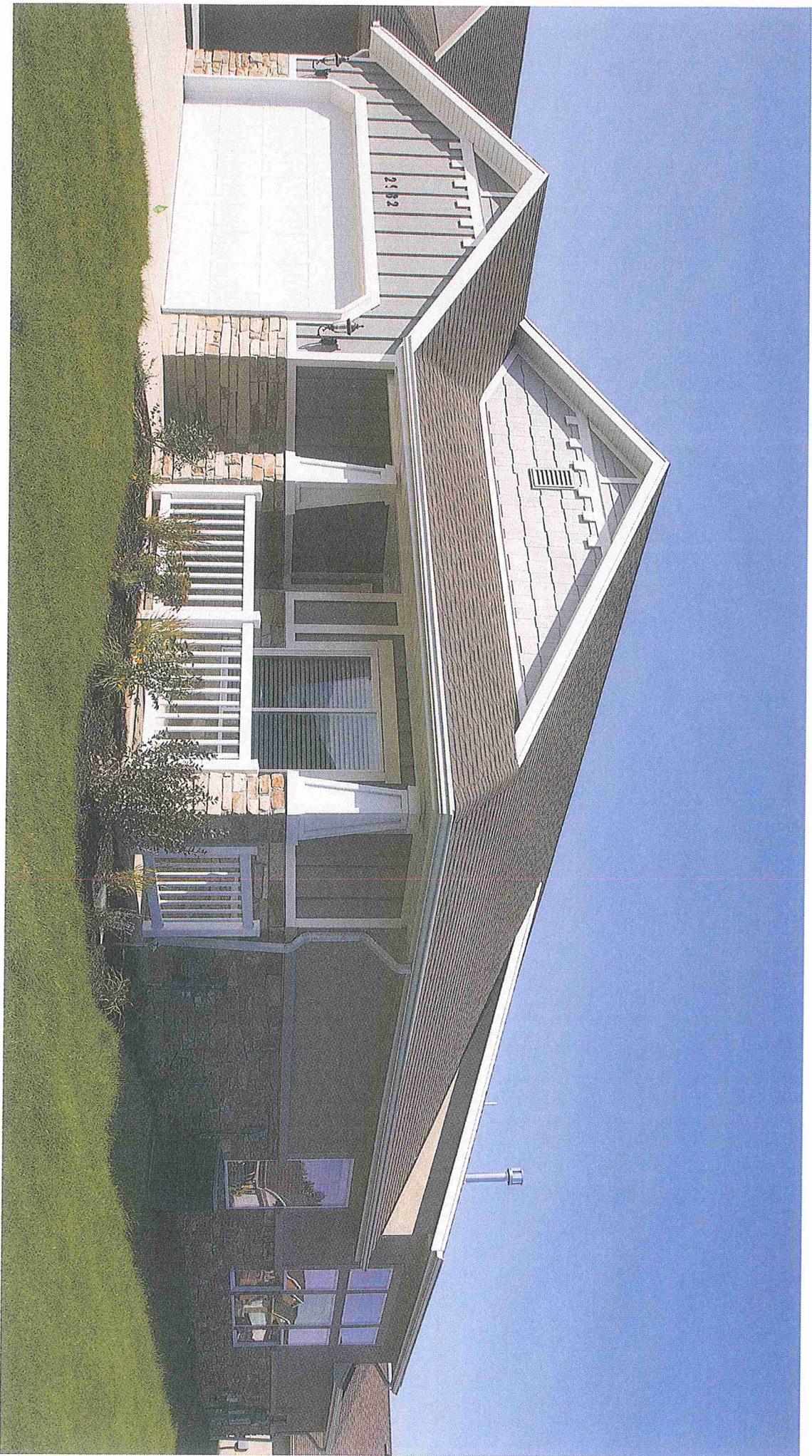
To that end, we recently submitted a first batch of building permit applications. Ben White communicated to us his belief that the plans submitted with the applications might not comply with Paragraph 4.j. of the Development Agreement. This paragraph addresses architectural standards and states in part that “[t]he front, or street-facing façade of each dwelling shall have at least 50% brick, stone, or rock masonry.”

The foregoing language is the same language that has been used in our prior developments in other jurisdictions and normally has been interpreted to mean that 50% of the front of the homes from the foundation line to the eave line, not including the percentage of the façade that constitutes windows, doorways or similar, must be brick, stone or masonry rock. Attached as Exhibit A are several photos that depict the treatment and architectural style of homes in subdivisions similar to The Cottages at Havenwood. These are precisely the types of photos that we presented to the planning commission and city council when we went through the process of approval of the project. These are precisely the same types of architectural styles that are in our subdivisions in Farmington and East Layton, higher end product of this type. Members of the city council toured one or more of these developments. We understood that in general, the city council members liked the styling and approved it. There also was significant discussion in city council meetings, in which we felt that the city council concurred with our concern that the design/style of each home not be micro-managed by city staff, with its vision of style and beauty being substituted for the designs of our professional design team and the choices of our buyers.

As I understood our conversations, Mr. White indicated that in his experience, the language in question would be interpreted to mean that 50% of the entire face of each home, not counting windows, doorways or similar, must be brick, stone or masonry. Thus, Mr. White's interpretation differs from ours. We did not present a single photo of any home that would have had an architectural styling that would conform to Mr. White's interpretation. If we are forced to construct homes with such a styling, we will be building homes with an outdated styling, currently unfavored. Such an interpretation would make it impossible to construct homes with styling such as what we refer to as a "craftsman style," which is so popular in the current marketplace. We are confident that under such a scenario, we will have buyers cancel their contracts, because they would not want to be compelled to build homes with outdated styling and treatments. The entire project would be devalued.

We have a dilemma that needs immediate resolution, given the need to have the building permits issued so that we can begin home construction. We are seeking a collaborative resolution. City staff has suggested that the most "productive solution to this problem" would be for us to propose an amendment to the Development Agreement and the CC&Rs. While we believe that our interpretation of the language at issue is the correct one, given the context of the discussions and materials presented in planning commission/city council meetings that formed the basis of the consideration and approval of the project, our interest is in simply being able to build quality, beautiful, currently-styled homes. If amending the Development Agreement and the CC&Rs is the best means to resolve this issue in a manner acceptable to everyone, then we certainly are amenable to it. Thus, attached as Exhibit B is a proposed amendment to the Development Agreement for the City Council's consideration.

# Exhibit A

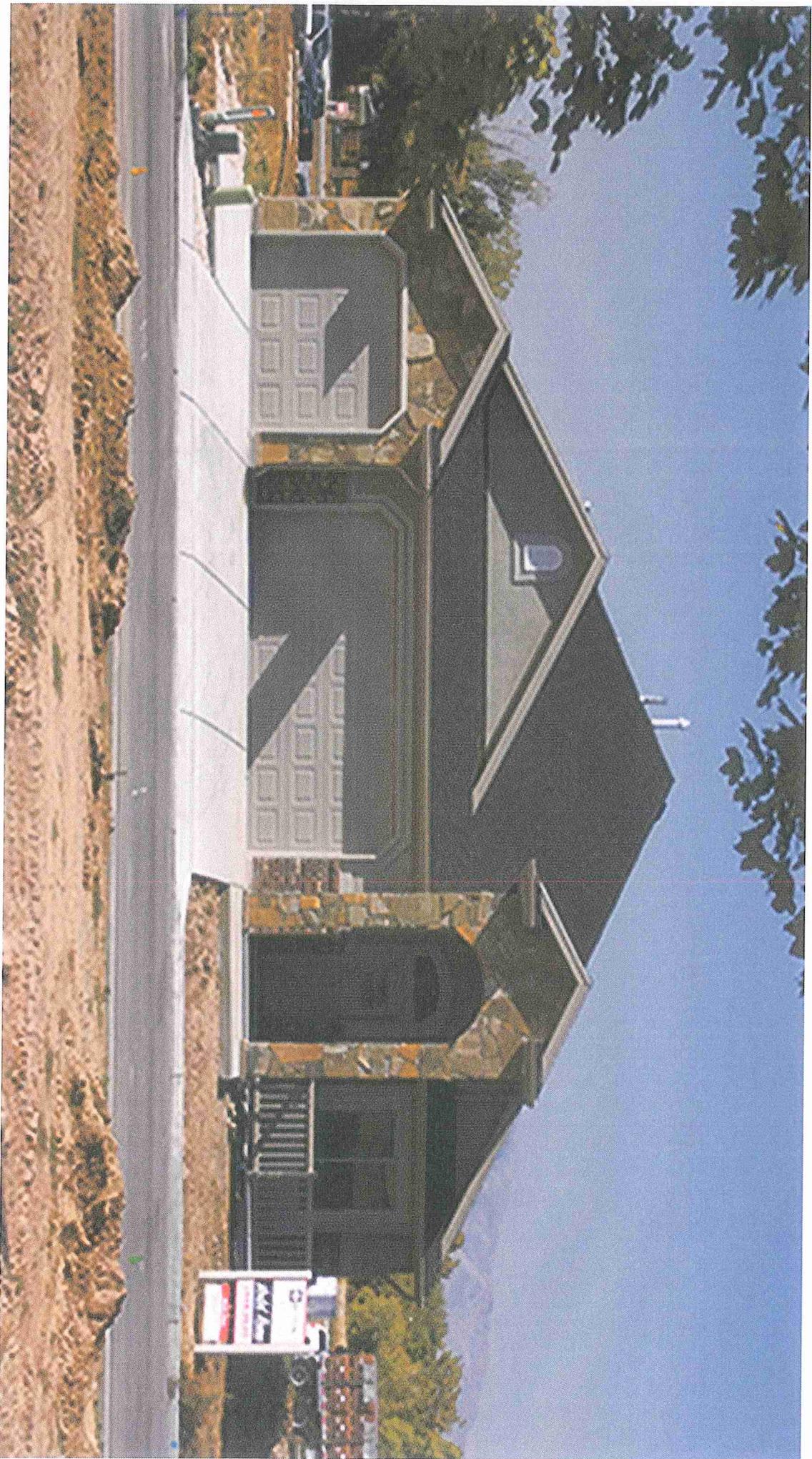
















## Exhibit B

**Proposed Second Amendment to Development Agreement**  
***The Cottages at Havenwood Subdivision***

**WHEREAS**, West Bountiful City previously approved Ordinance No. 376-16, which effectively created The Cottages at Havenwood, a Planned Unit Development (the “Development”); and

**WHEREAS**, the terms of approval for the Development were memorialized in a Development Agreement, which was executed in May of 2016, attached as Exhibit B to Ordinance 376-16; and

**WHEREAS**, the Development Agreement was subsequently amended in May of 2017; and

**WHEREAS**, Paragraph 4.j. of the Development Agreement and Section 18.3 of the Development’s Declaration of Covenants, Conditions and Restrictions (the “CC&Rs”) establish certain architectural standards for the homes within the Development and state, in part, that: “the front, or street-facing façade of each dwelling shall have at least 50% brick, stone, or rock masonry” (the “Façade Restriction”); and

**WHEREAS**, the parties of interest disagree regarding the interpretation/application of the Façade Restriction.

**THEREFORE**, to resolve the disagreement, the parties desire that the City Council amend the Development Agreement and approve amendment to the CC&Rs, to clarify further the scope and interpretation of the Façade Restriction and ask that the City Council consider the following proposed amendments:

**Second Amendment to Development Agreement**  
***The Cottages at Havenwood Subdivision***

The sentence in Paragraph 4.j. of the Development Agreement dealing with the percentage of brick, stone or rock masonry to be used on the front or street facing facades of dwellings, which currently provides: “**The front, or street-facing façade of each dwelling, shall have at least 50% brick, stone, or rock masonry.**” This sentence is hereby amended to read: “**The front, or street-facing façade of each dwelling from the top edge foundation line to bottom edge of the eave line, not including the portion that is comprised of non-treatable areas such as windows, doors, cement porches and similar, shall have at least 50% brick, stone or rock masonry.**”

And

**First Amendment to Declaration of Covenants, conditions and Restrictions  
For the Cottages at Havenwood,  
a PUD Subdivision and Adult Community  
West Bountiful, Davis County, Utah**

The sentence in Section 18.3., dealing with the percentage of brick, stone or rock masonry to be used on the front or street facing facades of dwellings, which currently provides: **“The front, or street-facing façade of each home, shall have at least 50% brick, stone, or rock masonry.”** This sentence is hereby amended to read: **“The front, or street-facing façade of each home, from the top edge foundation line to bottom edge of the eave line, not including the portion that is comprised of non-treatable areas such as windows, doors, cement porches and similar, shall have at least 50% brick, stone or rock masonry.**

# MEMORANDUM



**TO:** Mayor & Council  
**DATE:** October 12, 2017  
**FROM:** Duane Huffman  
**RE:** **Impact Fee Collection Agreement**

---

In the past, the city enacted, collected, and remitted to the fire agency impact fees for fire and emergency medical services. Recently, the newly created entity now known as the South Davis Metro Fire Service Area enacted these impact fees on their own behalf, but they have no efficient way to collect the fees at the time building permits are issued. As a service to the fire agency and residents/businesses, it is proposed that the various cities within the district continue to collect and remit the fees. Therefore, the attached agreement formalizes this practice.

## INTERLOCAL AGREEMENT FOR THE CALCULATION AND COLLECTION OF FIRE IMPACT FEES

This Interlocal Agreement (“Agreement”) for the calculation and collection of impact fees imposed by the South Davis Metro Fire Service Area on development within its boundaries is made and entered into to be effective as of the 18<sup>th</sup> day of September, 2017, by and between South Davis Metro Fire Service Area, a local district and political subdivision of the State of Utah (“SDMFSA”), and West Bountiful City, a municipal corporation and political subdivision of the State of Utah (“City”).

### RECITALS

WHEREAS, SDMFSA is authorized to impose impact fees for public safety facilities within its boundaries and has satisfied the requirements of *Utah Code Ann.* § 11-36a-101, *et seq.*, for the imposition of public safety impact fees;

WHEREAS, SDMFSA duly adopted a Resolution imposing the public safety impact fees on June 19, 2017 to take effect on September 18, 2017 to apply to all development activity within the boundaries of SDMFSA, which includes the corporate boundaries of City;

WHEREAS, the public safety impact fees are calculated on either a per unit basis or a square footage basis depending on the type of development receiving final approval from City; and

WHEREAS, it is most efficient for SDMFSA, City and the property developer if City calculates the public safety impact fee due on the approved development, collects said impact fee as part of the development approval process and remits the collected fees to SDMFSA.

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective Date. This Agreement shall take effect as of the date first above written and shall continue until terminated in accordance with Paragraph 2, below.
2. Termination. This Agreement may be terminated by either party upon that party giving thirty (30) days written notice of its intent to terminate the Agreement to the other party. Notice shall be given in accordance with Paragraph 8 of this Agreement.
3. Calculation of Public Safety Impact Fees. City agrees that it shall calculate public safety impact fees on development activity occurring within its boundaries in accordance with the public safety impact fee schedule attached hereto as Exhibit 1 or any subsequent public safety impact fee schedule duly adopted by SDMFSA, and by this reference incorporated herein. In the event that there is a dispute as to the applicability of the public safety impact fee schedule to any development activity or the calculation of the public safety impact fees, City agrees to make an initial determination of applicability or amount and refer the matter to the Fire Chief for resolution by SDMFSA. SDMFSA agrees to timely resolve the referred matter and transmit its determination to the designated City building official with a copy to the city administrator.

4. Collection and Remittance of Public Safety Impact Fees. City agrees to collect as part of its development approval process all public safety impact fees imposed by SDMFSAs as calculated by City. Impact fees collected by City shall be separately accounted for and deposited in an account in a qualified depository on a daily basis, if practicable, but no later than once every three banking days. Funds so collected and deposited shall be remitted to SDMFSAs by the tenth day of the month following the month of collection in accordance with *Utah Code Ann.* § 51-4-2. If City miscalculates the impact fees due on any improvement, it shall bill the permit applicant for the amount due. If any billing remains unpaid when due, City shall refer the matter to SDMFSAs for collection. City shall notify SDMFSAs of any overpayment so that SDMFSAs may process an appropriate refund.

5. Indemnification. Each party is a governmental entity subject to the provisions of the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The parties do not waive any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Each party agrees to defend, indemnify and hold harmless the other party from all claims, causes of action, costs or damages arising out of the indemnifying party's negligence. SDMFSAs agree to defend, indemnify and hold harmless City from all claims, causes of action, costs or damages arising out of SDMFSAs' imposition of the public safety impact fees, including, without limitation, procedural defects in the adoption of the public safety impact fees, determination of the amounts or levels of public safety impact fees imposed by SDMFSAs, the impact fee analysis and the impact fee facilities plan approved by SDMFSAs. City agrees to indemnify and hold harmless SDMFSAs from any loss of the public safety impact fees caused by negligent or wrongful actions of City employees prior to their remittance to SDMFSAs.

6. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the parties. No third party beneficiaries are intended to be created or are created by it and no third party shall have any right to enforce or claim the benefit of the terms hereof.

7. No Interlocal Entity Created. No interlocal entity is created by the execution of this Agreement and no governing board is created hereunder. No joint administrator or joint board is created for the administration of the Agreement. Questions or issues related to the performance of the services under this Agreement shall be resolved by the City Manager, or the City Manager's designee, on behalf of the City and the Fire Chief, or designee of the Fire Chief, on behalf of SDMFSAs.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

a. If to City:

West Bountiful City  
Attention: City Administrator  
550 N 800 W  
West Bountiful, UT 84087

b. If to SDMFSAs:

Fire Chief  
South Davis Metro Fire Service Area  
P.O. Box 1547  
255 S. 100 W.  
Bountiful, UT 84010

9. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and City and SDMFSAs have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

12. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

14. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

15. Waiver of Breach. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

17. Exhibits and Recitals. All exhibits annexed to this Agreement and Recitals included herein are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

18. Dispute Resolution and Attorneys' Fees. The parties agree that should a dispute arise regarding their rights and obligations under this Agreement or interpretation of this Agreement, the parties shall in good faith attempt to resolve their issues amicably. In the event they are unable to resolve their disputed issues the parties may, but are not required to submit to non-binding mediation. In the event the dispute leads to litigation, the prevailing party shall be entitled to court costs and reasonable attorney's fees.

19. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to *Utah Code Ann.* § 11-13-209.

*[Signatures on following page.]*

IN WITNESS WHEREOF, CITY, by Resolution of its Municipal Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder, and SDMFSA by Resolution duly adopted by its Board of Trustees, a certified copy of which is attached hereto, caused this Agreement to be signed by its Chief Executive Officer and attested by its Clerk. This Agreement shall become effective as of the date first above written.

\_\_\_\_\_CITY

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

Date:\_\_\_\_\_

ATTEST:

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

Date:\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

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

Date:\_\_\_\_\_

SOUTH DAVIS METRO FIRE SERVICE  
AREA

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

Date:\_\_\_\_\_

ATTEST:

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

Date:\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

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

Date:\_\_\_\_\_

# MEMORANDUM



**TO:** Mayor & Council  
**DATE:** October 12, 2017  
**FROM:** Duane Huffman, Cathy Brightwell  
**RE:** Appointment of Poll Workers for General Election

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Pursuant to Utah Code Section 20A-5-602(1), a municipal legislative body shall appoint poll workers for a local election at least 15 days before the date of the local election. As part of the interlocal agreement with Davis County, poll workers for West Bountiful City are recruited and trained through the Davis County Clerk's office.

The individuals below have been selected, subject to appointment by the West Bountiful City Council, as poll workers for the West Bountiful City 2017 General Election. We recommend that they be appointed to provide the services described, and request the flexibility to fill any vacancies that may arise between now and Election Day.

Poll Manager	Christen Hadley
Receiving Clerk	Lucile Eastman
Provisional Clerk	Melissa Paschal
Technician	Esther Miller

# *WEST BOUNTIFUL CITY POLICE DEPARTMENT*

Todd L. Hixson  
Chief of Police

550 North 800 West  
West Bountiful, Utah 84087  
Office 801- 292-4487/Fax 801 – 294-3590

Kenneth Romney  
Mayor

## **West Bountiful City Council Report October 17, 2017**

Statistics are from September 2017; the other information reported is collected between council meetings.

### **Crossing Guards**

Our crossing guards are doing a fantastic job. We had to replace some equipment for them this year.

### **Personnel**

October 17, 2016 is Chief Hixson's 6 year anniversary with West Bountiful Police.

### **EMPAC**

EmPAC meeting was held on October 17th.

Our EmPAC/Cert Command Trailer was displayed at the South Towne Expo Center and SVM Trailer was displayed at Davis Hospital. We always get a lot of comments about how impressive they are when we display them.

### **General Information**

Since taking over the DARE program for West Bountiful Elementary, Officer Van Wagoner has received positive feedback from the school administration. The program will provide the police department a great opportunity to increase its community involvement.

The hunt for a full-time police officer position is still underway. We are working diligently to find a qualified candidate for fill the position.

# West Bountiful Police Department

## Department Summary

9/1/2017 to 9/30/2017

<b>Arrests</b>	<b>19</b>	
Adult	19	100.0%

<b>Activities</b>	<b>1,318</b>	
Admin	157	11.9%
Assist	119	9.0%
Community Relations	11	0.8%
Deaths	1	0.1%
Investigation	62	4.7%
Patrol	141	10.7%
Property	10	0.8%
Security	388	29.4%
Service Call	72	5.5%
Suspicious Activity	31	2.4%
Traffic	319	24.2%
Vehicle Accident	7	0.5%

<b>Shift Time and Percent Accounted</b>	<b>1204 hr. 37 min.</b>	<b>48.9%</b>
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<b>Reports</b>	<b>245</b>	
CITATION REPORT	95	38.8%
INCIDENT REPORT	101	41.2%
OFFICER INFORMATION	41	16.7%
POLICE VEHICLE IMPOUND	8	3.3%

# Department Summary

## Crime Offenses

63

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BURGLARY	3	4.8%
COUNTERFEITING	2	3.2%
DAMAGE PROPERTY	4	6.3%
DANGEROUS DRUGS	4	6.3%
DEATH/INJURY	2	3.2%
FRAUD	2	3.2%
JUVENILE STATUS OFFENSES	1	1.6%
OBSTRUCTION POLICE	1	1.6%
PRIVACY VIOLATIONS	2	3.2%
PUBLIC PEACE	2	3.2%
SEX ASSAULT	1	1.6%
STOLEN VEHICLE	6	9.5%
THEFT	6	9.5%
TRAFFIC OFFENSE	22	34.9%
WARRANT SERVICE	5	7.9%

## Accidents

9

## Citation Violations

125

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DUI	3	2.4%
Fix it	8	6.4%
Misdemeanor	15	12.0%
Traffic	79	63.2%
Warning	20	16.0%

1 **West Bountiful City** **PENDING** **October 10, 2017**  
2 **Planning Commission**

3

4 **Posting of Agenda** - *The agenda for this meeting was posted on the State of Utah Public Notice website*  
5 *and on the West Bountiful City website on October 6, 2017 per state statutory requirement.*

6

7 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, October 10,**  
8 **2017 at West Bountiful City Hall, Davis County, Utah.**

9 **Those in Attendance:**

10 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan Malan, Laura Charchenko, Corey Sweat, and  
11 Council member Kelly Enquist

12 **MEMBERS EXCUSED:** Mike Cottle

13 **STAFF PRESENT:** Ben White (City Engineer), Cathy Brightwell (Recorder), Debbie McKean (Secretary)

14 **VISITORS:** Phil Holland, Kim McKean, Mike Brodsky, Matt Bown, Mike Hensley, Dean Chalwich.

15

16 The Planning Commission Meeting was called to order at 7:30 pm by Chairman Denis Hopkinson. Debbie  
17 McKean offered a prayer.

18 **1. Accept Agenda**

19 Chairman Hopkinson reviewed the agenda. Corey Sweat moved to accept the agenda as presented.  
20 Laura Charchenko seconded the motion. Voting was unanimous in favor among members present.

21 **2. Consider Conditional Use Permit for Summit Motors, LLC, at 438 S 1100 West**

22 Commissioner packets included a memorandum dated October 5, 2017 from Cathy Brightwell regarding  
23 Summit Motors, LLC with attached Conditional Use Permit Application.

24 Cathy Brightwell introduced the application from Paul Nagle for a conditional use permit for Summit  
25 Motors, LLC located at 438 South 1100 West. This business will be selling automobiles on site and  
26 online. There will be no service work done on vehicles. They will maintain a small inventory inside and  
27 behind the building with customer parking on the 3 stalls in front of the building.

28 Paul Nagle was called to the stand. Alan Malan inquired about the 3 parking spaces being used for  
29 customer parking in the front of the business. Mr. Nagle was fine with that being part of the conditions.

30 **ACTION TAKEN:**

31 ***Laura Charchenko moved to approve the conditional use permit for Summit Motor, LLC at 438 South***  
32 ***1100 West with the following findings: the proposed use at the particular location is necessary or***  
33 ***desirable to provide a service or facility that will contribute to the general well-being of the***  
34 ***neighborhood and community, will not be detrimental to the health, safety, or general welfare of***

35 *persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;*  
 36 *accompanying improvements will not inordinately impact schools, utilities, and streets; will provide*  
 37 *for appropriate buffering of uses and building, proper parking and traffic circulation, use of building*  
 38 *materials, landscaping that is in harmony with the area and compatibility with adjoining uses; will*  
 39 *comply with the regulations and conditions specified in the land use ordinance and the following*  
 40 *conditions must be met before a business license can be issued. Conditions include providing a copy of*  
 41 *the dealer's license and proof of insurance, fire inspection approval, and signage must comply with*  
 42 *City Code, as well as all vehicles on display must be operable and in sellable condition and 3 front*  
 43 *parking stalls must be used for customer parking only. Alan Malan seconded the motion. Voting was*  
 44 *unanimous in favor.*

45

46 **3. Public Hearing for West Bound (McKean Estates) Subdivision at 1065 North 800 West**

47 **ACTION TAKEN:**

48 *Corey Sweat moved to open the public hearing for West Bound (McKean Estates) Subdivision at 1065*  
 49 *North 800 West at 7:40 pm to receive public comment. Alan Malan seconded the motion and voting*  
 50 *was unanimous in favor.*

51 Chairman Hopkinson introduced the proposed 13 lot subdivision and invited the public to comment.

52 **PUBLIC COMMENT:**

53 There was no public comment.

54 **ACTION TAKEN:**

55 *Corey Sweat moved to close the public hearing at 7:42 pm. Laura Charchenko seconded the motion*  
 56 *and voting was unanimous in favor.*

57

58 **4. Consider Preliminary Plat Approval for West Bound Estates at 1065 N 800 West**

59 Phil Holland was invited to take the stand. Regarding the name of the subdivision he explained that they  
 60 had put West Bountiful as a place holder and somehow it became West Bound which was never their  
 61 intent. The correct name is McKean Estates.

62 Ben White updated the Commission on the following items:

- 63 • Irrigation water will provide enough culinary water for the subdivision with secondary water  
 64 being worked through at this point.
- 65 • Developer is addressing water drainage on the property and golf course.
- 66 • Developer to provide letters from the utility companies regarding providing services to the  
 67 development.
- 68 • Sewer is already on the property.
- 69 • Request for access to Prospector Rail Trail
- 70 • The developer has asked to have all but lot 1 removed from the Historical Overlay zone.

71 Mr. White asked for comments on where to place street lights and group mailbox.

72 **Commissioner's Comments Included:**

73 **Corey Sweat** asked where trail access would be provided; between lots 7 and 8 are most likely.

74 **Alan Malan** asked if there will be curb, gutter and sidewalks on 800 West and if they will meet the  
75 guidelines for the historic district with wider than normal sidewalks. Ben responded that there will be  
76 curb and gutter but 5-foot sidewalks are already constructed. Mr. Malan stated that the standard  
77 sidewalk requirements for the remainder of the project will be suitable if overlay zone is removed. He  
78 would like 2 street lights and possibly add another one in between especially if that is where the  
79 mailboxes are. Mr. White stated there is some flexibility there. Chairman Hopkinson felt that the  
80 Community mailbox would fit better inside the subdivision than on 800 West possibly around lots 2 and  
81 3. Alan Malan inquired about the location of the fire hydrants. Mr. White pointed them out on the site  
82 plan.

83 **Phil Holland** spoke regarding the trail access. He has no issue with it but does not want it to become a  
84 trailhead where cars come from outside the neighborhood to park in front of homes.

85 **Chairman Hopkinson** inquired about the Barton Creek water rights. He informed Mr. Holland that the  
86 water rights need to be properly signed before subdivision approval is obtained. He also suggested that  
87 the trail access be north of Lot 6 for the least amount of impact to the development. He noted other  
88 various reasons for doing so regarding drainage, oil pipe line, and fiber optics.

89 Kim McKean took the stand and asked if curb and gutter will be required in front of the two existing  
90 homes in the development. Ben White answered that those two homes are not part of the subdivision  
91 so improvements cannot be required but it would be highly appreciated.

92 **ACTION TAKEN:**

93 ***Corey Sweat moved to approve the Preliminary Plat for McKean Estates at 1065 N 800 West with the***  
94 ***following conditions: drainage plans will conform to the City Council's requirements; park strips and***  
95 ***sidewalk widths will meet the Historic District requirements on 800 West and standard requirements***  
96 ***for the remainder of the property if it is removed from the Historic Overlay zone; there will be street***  
97 ***lights located on the corner and by the community mailboxes and one in the bubble area; service***  
98 ***letters must be received from the utility companies; water rights agreements must be signed and in***  
99 ***place showing proper documentation. Laura Charchenko seconded the motion. Some discussion took***  
100 ***place before the voting regarding the trail access. The Motion passed two to one with Alan Malan***  
101 ***opposed.***

102

103 **5. Public Hearing for Kinross Estates' Planned Unit Development at Porter Lane and 1100 West**  
104 **by Hamlet Homes.**

105 Hamlet Development is proposing a Planned Unit Development of 34 lots at Porter Lane and 1100 West  
106 in an R-1-22 zone. They are proposing a blend of lot sizes from 10,000 sq. feet to 1 acre in size to  
107 accommodate utility easements running through the property. There is still contamination on 3 lots

108 which leaves them unbuildable until the problem is resolved. The developer will not be receiving any  
109 bonus density for this development.

110 **ACTION TAKEN:**

111 *Laura Charchenko moved to open the public hearing for at 8:13 pm to receive public comment for the*  
112 *Kinross Estates Planned Unit Development. Corey Sweat seconded the motion and voting was*  
113 *unanimous in favor.*

114 **Public Comments:**

115 Alyson McKean Bown sent a letter with her husband Matt Bown which he read. She feels like  
116 the new development as proposed will compromise the rural feel of our community and the charm and  
117 uniqueness of our city. She is opposed to the PUD as it is proposed.

118 Matt Bown seconded the feelings of his wife and would like the Commission to consider denying  
119 the PUD as proposed. He feels like it discourages people who have large animals from coming into our  
120 community. He stated that the surrounding subdivisions all maintain the ½ acre lots and that is why he  
121 built his home here. He is not in support of the PUD and believes it will impact the values of  
122 surrounding homes. He respectfully asked the Commission to maintain the ½ acre requirement.

123 Micheal Hensley appreciates that Hamlet Homes wants to build in our community. He supports  
124 all the comments Matt and Aly Bown stated. He does not feel this development is conducive to the  
125 rural feel with the cookie cutter style homes they build. He feels at a minimum the ½ acre lots should be  
126 maintained. He is not in support of the PUD as it is proposed this evening with the smaller lot sizes.

127 **ACTION TAKEN:**

128 *Corey Sweat moved to close the public hearing at 8:23 pm. Alan Malan seconded the motion and*  
129 *voting was unanimous in favor.*

130

131 **6. Consider Planned Unit Development for Kinross Estates at Porter Lane and 1100 West**

132 Commissioner's packets included a memorandum dated October 5,2017 from Ben White regarding  
133 Kinross Estates PUD Application and Public Hearing, a development agreement for Kinross Estates, a  
134 preliminary plat plan, CC&R's, landscape plan, elevation exhibit, geo-technical study and a report from  
135 Wasatch Environmental.

136 Chairman Hopkinson addressed some of the concerns that Matt Bown had regarding the CCR's. He  
137 explained to him that these are drafts. He informed him that the Planning Commission and City Council  
138 will maintain the city requirements as they review these documents. He addressed the fact that the  
139 property owner has the right to ask for the increase of density but they will do their best to make sure  
140 this will be a benefit to the city.

141 Matt Bown spoke to the density of the property in regards unbuildable property. He feels that even  
142 with the unbuildable property, they should not be allowed to have lots smaller than ½ acre. Smaller lots  
143 do not work well with people who own animals in the area.

144 **Corey Sweat** confirmed that there are 34 buildable lots the property in the development's final state.  
145 The developer is not asking for more density than he qualifies for currently. He is asking for flexibility in  
146 lot sizes so he can still have the 34 lots that he is allowed to develop without a PUD. Mr. Sweat stated  
147 that he does not want to see the change, but the developer has the right to ask and then the city has the  
148 responsibility to maintain city requirements and standards while considering what the citizens want.

149 **Chairman Hopkinson** spoke regarding the retention catch basin at the north corner of the property and  
150 the CCR's. He noted unbuildable lots will be maintained as agriculture.

151 **Corey Sweat** has questions about mismatching documentation and does want to consider approving the  
152 PUD until they know what they are looking at.

153 **Ben White** pointed out some of the issues that are outstanding. He asked Commissioners what their  
154 preferences were concerning the road that has been removed to 1100 West. He asked if there were any  
155 unresolved issues concerning the contaminated area. Alan Malan stated that the property should be  
156 fenced in with a minimum of a four feet high fence so there is no easy access by children or animals.  
157 Water and sewer documents are in order. Drainage issues include enclosing the open ditch along Porter  
158 Lane. Staff feels that the low flow of drainage needs to be designed so that it can easily be maintained.  
159 Development agreement needs to be with one entity; owners of the other property need to be included  
160 as one with the developer. In regards to the CCR's he noted that several sections need clarification;  
161 Section 2.7 talks about having a construction trailer and/or model home for sales which is not allowed in  
162 our city code. He also pointed out that 2.14 states that animals are prohibited within the development  
163 except on lots 9,10, and 11 and then limited to horses and the unbuildable contaminated area. This  
164 restriction may not be something the city wants.

165 **Chairman Hopkinson** stated that the PUD is requested because of all the right of ways causing  
166 undevelopable lots. He pointed out the smaller lots on the proposed area match many of our  
167 neighborhoods. Ben White showed some possible changes in lot lines from the current proposed.

168 **Laura Charchenko** is in favor of giving property owners their rights. However, she does not like  
169 compromising the feel of the community with the smaller lots especially in areas adjacent to larger lots  
170 like those facing Pages Lane. She wants these small lots on Porter Lane to be bigger, especially the one  
171 on the corner farthest to the west. This may appease the public and her as well.

172 **Alan Malan** agrees with Commissioner Charchenko in regard to the smaller lots. He pointed out a few  
173 other lots that have too small of frontage. He feels strongly that the lots on the west side should be  
174 extended all the way to 1100 West as they were initially proposed. He expressed his feelings regarding  
175 animals and the value they bring to our community. With these larger lots more people could have  
176 animals. He likes the road to the west as it was designed. Mr. Malan pointed out that PUDs are  
177 supposed to have public benefit and he does not see any public benefits in their proposal.

178 **Denis Hopkinson** pointed out that most of the homes in that area have accessory buildings in the back  
179 of their homes. This development would not have that and may lose the rural feel of the area.

180 **Corey Sweat** is also concerned with a few of the smaller lots. He would like private management to be  
181 considered on the large open space. He does not see the need for many of the restrictions in the CCRs  
182 because the WB City Code should be used. He wants to see 2.14 a.b.c. removed from the document.  
183 There are other concerns he has with the CCR document present this evening.

184 **Chairman Hopkinson** reminded the Commissioners that tonight's discussion is in regards to the PUD and  
 185 we do not need to be overly concerned with the CCR's at this time. He noted that there is considerable  
 186 language and such to be cleared up before we can move forward.

187 **Michael Brodsky** took the stand and apologized for the discrepancies in the package. He explained that  
 188 they were rushed to pull this plan together for this public hearing. He stated that the Williams family  
 189 wants to own the open space parcels. He addressed some of the things in the CCR's that they were  
 190 concerned about regarding open space and animals. Mr. Brodsky understands their concerns about the  
 191 restriction of animals on individual lots. He suggested a work meeting be scheduled so that they can  
 192 align their CCR's with the City's vision.

193 Regarding fencing around the contaminated lots, he assured them that fencing will be consistent with  
 194 the neighborhood and serves the purpose of keeping animals in. Chairman Hopkinson encouraged him  
 195 to bring something to them that will both be suitable for cattle and appealing to the neighborhood.

196 Some discussion took place regarding the items to be addressed at the work meeting (CCR's,  
 197 Development agreement, smaller lot sizes need to be larger, etc.). It was decided that Staff and  
 198 Chairman Hopkinson meet with the developer to work out some of these issues. Chairman Hopkinson  
 199 asked that all Commissioners be kept informed of the discussions and suggested changes made.

200 **ACTION TAKEN:**

201 **Laura Charchenko moved to table consideration of the Planned Unit Development for Kinross Estates**  
 202 **at Porter Lane and 1100 West in order to allow Staff and Developer to work out some of the issues.**  
 203 **Chairman Hopkinson asked for a friendly amendment that as language becomes available in the**  
 204 **discussions it be forwarded to the Commission and that a representative from the Commission be**  
 205 **involved in that discussion. Commissioners named Chairman Hopkinson as the representative. Corey**  
 206 **Sweat seconded the motion and voting was unanimous in favor.**

207 **7. Staff Report**

208 **Ben White**

- 209 • Thanked those who participated in the Destination Homes meetings. He noted that there will  
 210 be several meetings the week of October 23<sup>rd</sup>. Chairman Hopkinson gave a briefing of what  
 211 went on at the meetings held so far.

212 **Cathy Brightwell**

- 213 • Ballots will be mailed out next week on October 17<sup>th</sup> for the municipal general election.

214

215 **8. Consider Approval of Minutes from September 26, 2017.**

216 **ACTION TAKEN:**

217 ***Corey Sweat moved to approve of the minutes of the September 12, 2017 meeting as presented. Alan***  
 218 ***Malan seconded the motion and voting was unanimous in favor.***

219

220 **9. Adjournment**

221 **ACTION TAKEN:**

222 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at*  
223 *9:28pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.*

224

225 .....

226

227 *The foregoing was approved by the West Bountiful City Planning Commission on October 10, 2017, by*  
228 *unanimous vote of all members present.*

229

230 \_\_\_\_\_

231 *Cathy Brightwell – City Recorder*

232

233

234

235

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, October 3, 2017 at West**  
2 **Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

3  
4 Those in attendance:

5  
6 **MEMBERS:** Mayor Romney, Council members James Ahlstrom, James Bruhn, Kelly  
7 Enquist, and Mark Preece

8  
9 **EXCUSED:** Council member Andy Williams

10  
11 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Chief  
12 Todd Hixson, Cathy Brightwell (City Recorder), Ben White (City Engineer), Steve Maughan  
13 (Public Works Director), Paul Holden (Director of Golf), Josh Virostko (Golf Superintendent)

14  
15 **GUESTS:** Alan Malan, Gary Jacketta, Chris Jenson, Phil Holland

16  
17 -----  
18  
19 Mayor Romney called the meeting to order at 7:33 pm.

20  
21 Kelly Enquist offered a prayer; James Ahlstrom led the Pledge of Allegiance.

22  
23  
24 **1. Accept Agenda.**

25 **MOTION:** *Mark Preece Moved to Accept the Agenda; James Bruhn Seconded the*  
26 *Motion which PASSED by Unanimous Vote of all Members Present.*

27  
28 **2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a**  
29 **group).**

30  
31 No public comment.

32  
33 **3. Discuss Drainage Proposal from Proposed West Bound Estates Subdivision at 1080 N**  
34 **800 West.**

35  
36 Ben White explained that the property owned by the McKean family at 1080 N 800 West  
37 being proposed for development by Wright Development is designed to be a thirteen 10,000 square  
38 foot lot subdivision. The planning commission will hold a public hearing at the next meeting after  
39 which they will consider preliminary plat approval. Before the subdivision can be approved,  
40 drainage from the property must be discussed. One option being considered is to utilize golf course  
41 facilities for drainage.

42 Phil Holland, on behalf of Wright Development, said this can be a good situation where a  
43 developer and the City have an opportunity for a win/win. In place of on-site detention in the  
44 subdivision the city can direct irrigation water through the development to the golf course. His  
45 estimated costs and the extra piping versus the added net gain to the lot values nets a difference of  
46 about \$8300 which he proposes to contribute to the city for necessary golf course improvements.

47 There was discussion about the pros and cons of this option. Ben explained that we need to  
48 be able to control water on golf course. As proposed, water would come in on north and south and  
49 additional improvements would be needed between holes #1 and #9 to hold this extra water. He  
50 pointed out that the city wants the ability to control water on 800 West which is independent of the  
51 project's storm water. Public Works prefers public storm water lines stay in the street rather than the  
52 rear of lots 10, 11, 12, and 13 which he estimates would cost \$4-5k more.

53 Duane Huffman explained the intent of this agenda item is to give the developer a feel for  
54 what the city wants. Mr. Holland said they do have the data and would like to find a win-win for  
55 everybody without a lot of delay. City staff will continue to work with Wright Development on  
56 options related to sending the water through the golf course.

57

58 **4. Discuss Pages Lane Project (800 W – 1100 W).**

59

60 Ben White explained the scope of the project. While similar to the 2016 work on Pages Lane,  
61 this project will be more limited in scope as there is not a need to replace the water main line or  
62 install significant storm water improvements. A neighborhood meeting will be held soon to talk  
63 about impacts to driveways, fences, yards, etc., and to obtain construction easements.

64 The city recently sought and received grants totaling \$500k from UDOT for asphalt  
65 expansion, bike lanes, and sidewalks for Pages Lane between 800 West and 1100 West. The city has  
66 a \$120k match requirement.

67 Duane Huffman said we will try to model this project after the other Pages Lane project so we  
68 will offer grass or rock for park strips. Some lots will need re-grading to match the new sidewalk. If  
69 a lot is not landscaped we will offer topsoil behind the sidewalk and put back fences where needed.

70 There will be some necessary property acquisitions that will be discussed in closed session.

71

72 **5. Public Works/ Engineering Report.**

73

74 Ben White

75 • Destination Homes met with staff this morning and held its first stakeholder meeting this  
76 evening to begin a dialog with stakeholders. Another stakeholder meeting will be held  
77 tomorrow with follow-up the week of October 23. They have named their development  
78 Brookside Ranch.

79 • Planning commission will hold public hearings next week for the McKean subdivision  
80 and Hamlet PUD.

- 81           • High Gate Estates, the 26 - 1 acre lot development off 1100 West, may be in with  
82           something soon. They are negotiating for a little land to connect to 1450 West.

83

84           Steve Maughan

- 85           • Ovation is still trying to pass bacteria tests for water; he believes they are not getting  
86           enough water to flush the pipes. Samples were taken again today.

87

88   **6. Administrative Report.**

89

90           Duane Huffman

- 91           • Will be meeting with designers of the RAP Study next week to map out the final stage of  
92           the process. He was asked to put them in touch with Destination Homes so they can link  
93           together.  
94           • New auditors will be here for field work next week. Council members are welcome to  
95           come chat with them.

96

97   **7. Mayor/Council Reports.**

98

99           James Ahlstrom – No report.

100

101          Mark Preece – No report.

102

103          James Bruhn commented that he has heard from several residents that Meet Candidates Night  
104          should not have been on a Monday.

105

106          Kelly Enquist – No report.

107

108          Mayor Romney – The Youth City Council is looking at holding a retreat in a couple weeks.  
109          The have a full schedule planned which includes speakers on Friday and Saturday nights and  
110          the Olympic Park in Park City. He said they haven't held an event like this in a while and it  
111          will be a good event for this great group of kids.

112

113          He asked the Chief about panhandling in the city. Chief Hixson said recently there has been  
114          an increase probably from Salt Lake City with some on 500 South/I-15 and by Costco. We  
115          can't tell them to leave when they are on public right of way but we make sure they are not  
116          blocking traffic or causing problems. He reminded everyone that it is a bad idea to give them  
117          money – instead money can be given for services which is a better way to help.

118

119

120 **8. Approve Minutes from the September 19, 2017 City Council Meetings.**

121  
122 **MOTION:** *James Ahlstrom Moved to Approve the Minutes of the August 15 and*  
123 *September 12, 2017 meetings, as corrected. James Bruhn seconded the*  
124 *Motion which PASSED by Unanimous Vote of All Members Present.*  
125

126  
127 **9. Executive Session for the Purpose of Discussing the Purchase, Exchange, or Lease of**  
128 **Real Property Allowed Pursuant to UCA 52-4-205(d). Purchase of Land**

129  
130 **MOTION:** *James Ahlstrom Moved to go into Executive Session at 8:50pm in the Police*  
131 *Training Room for the Purpose of Discussing the Purchase, Exchange or*  
132 *Lease of Real Property Pursuant to UCA 52-4-205(d); Mark Preece*  
133 *Seconded the Motion which PASSED.*  
134

135 The vote was recorded as follows:

136 James Ahlstrom – Aye  
137 James Bruhn – Aye  
138 Kelly Enquist – Aye  
139 Mark Preece – Aye  
140 Andy Williams – Absent  
141

142 **MOTION:** *James Ahlstrom Moved to Close the Executive Session at 9:13 p.m. Kelly*  
143 *Enquist Seconded the Motion Which Passed by Unanimous Vote of All*  
144 *Members Present.*  
145

146 **10. Adjourn.**

147  
148 **MOTION:** *James Bruhn Moved to Adjourn this Meeting of the West Bountiful City*  
149 *Council at 9:15 p.m. James Ahlstrom seconded the Motion which PASSED*  
150 *by Unanimous Vote of all Members Present.*  
151

152  
153 -----  
154

155  
156 *The foregoing was approved by the West Bountiful City Council on Tuesday, October 17, 2017.*  
157

158  
159  
160 \_\_\_\_\_  
Cathy Brightwell (City Recorder)