



**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, September 29, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Meeting Minutes:
There are no minutes for approval at this time.
 - b.** To consider approval of paid vouchers for (September 22, 2015)

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Public Hearing** to consider for adoption an Ordinance (2015-36) vacating Millcreek North Plat "A" Subdivision located at approximately 480 West 3300 North. (**NORTH FIELD NEIGHBORHOOD**) *Presenter: Engineer Lewis*
- 10. ACTION ITEMS READY FOR VOTE:**
 - A.** To consider for adoption an Ordinance (2015-37) authorizing the Mayor to sign a Franchise Agreement with Veracity Networks to install fiber optic connections to end users within the City's rights-of way; and providing for an effective date. *Presenter: Attorney Petersen*
 - B.** To consider for adoption an Ordinance (2015-38) authorizing the Mayor to sign a Franchise

Agreement with FirstDigital Telecom LLC. to install fiber optic connections to end users within the City's rights-of way; and providing for an effective date. *Presenter: Attorney Petersen*

- C. To consider for adoption an Ordinance (**2015-39**) amending Title 5 Section 1A-1 "Definitions" and Title 5 Section 1D Subsection 7 "Restraint by Owner" amending the definition of restraining and requiring animals to be restrained at all times; and providing for an effective date. *Presenter: Attorney Petersen*
- D. To consider for approval a 2 lot subdivision final plat called Parkside at Pleasant Grove Plat D with approx. 3.9 acres on property located at approx. 3414 North 750 West in the R-R (Rural Residential) Zone. (**MANILA NEIGHBORHOOD**) *Presenter: Director Young*

11. ITEMS FOR DISCUSSION – NO ACTION: (Public Comment allowed if needed)

- A. Discussion on secondary water data collection. *Presenter: Director Beaumont*

12. DISCUSSION ITEMS FOR THE OCTOBER 6, 2015 CITY COUNCIL MEETING.

13. NEIGHBORHOOD AND STAFF BUSINESS.

14. MAYOR AND COUNCIL BUSINESS.

15. SIGNING OF PLATS.

16. REVIEW CALENDAR.

17. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: September 28, 2015

Time: 5:30 p.m.

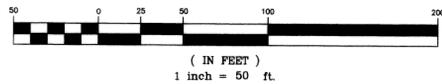
Place: City Hall, Library and Community Development Building.

Public Hearing Notice was published in the Daily Herald on September 18, 2015.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

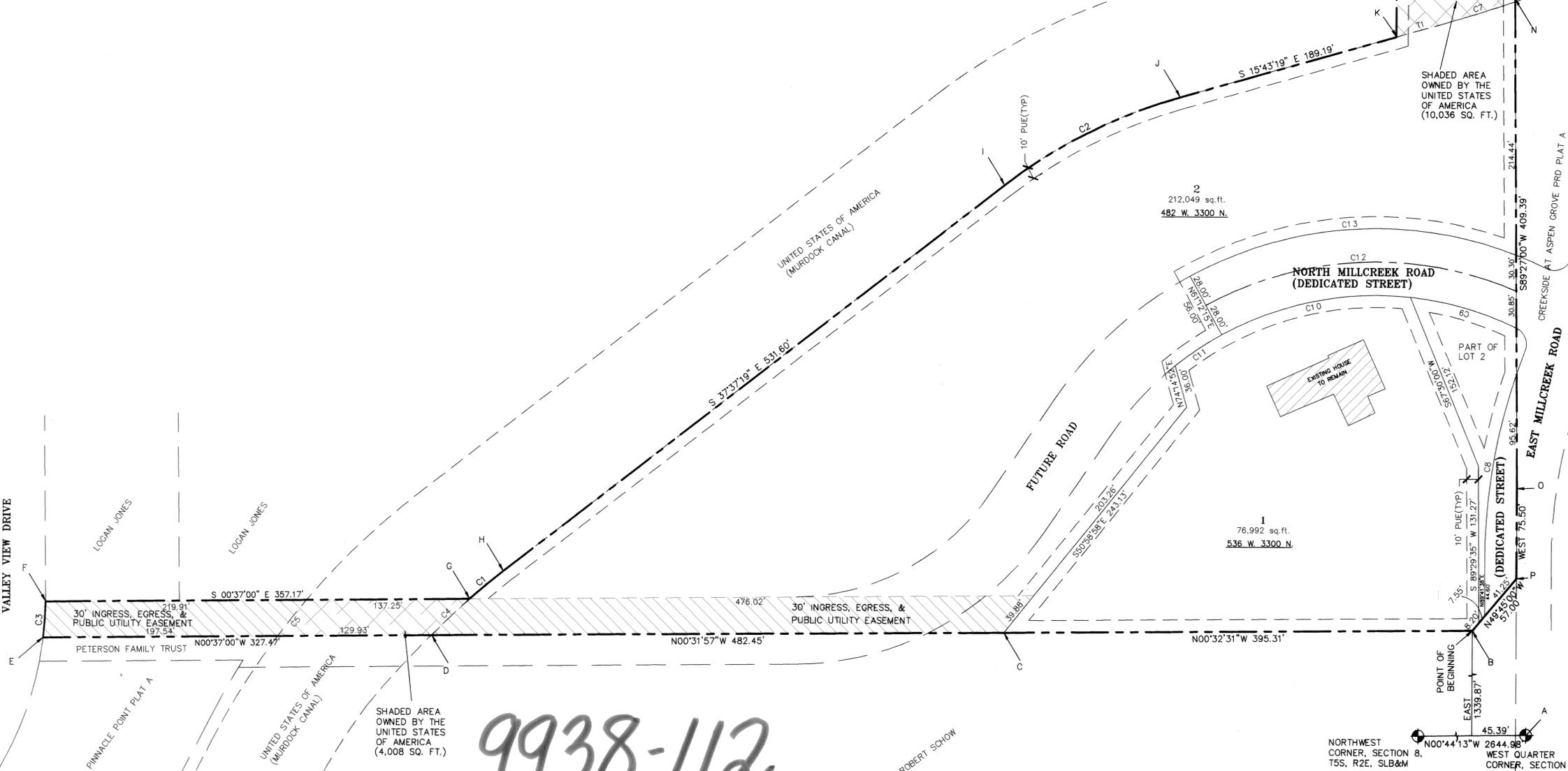
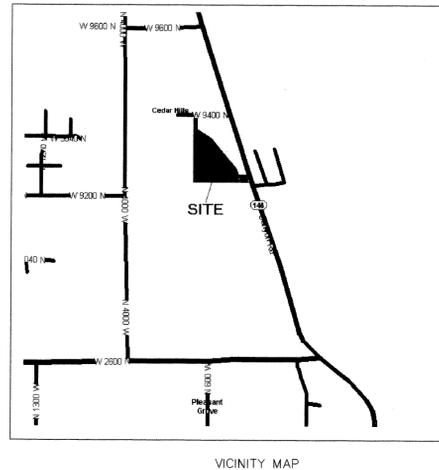
*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

GRAPHIC SCALE



STATE PLANE COORDINATES			
A	N: 752,604.91 E: 1,929,429.85	I	N: 753,047.052 E: 1,931,138.599
B	N: 752,650.283 E: 1,930,768.734	J	N: 752,899.421 E: 1,931,212.759
C	N: 753,045.456 E: 1,930,765.000	K	N: 752,717.364 E: 1,931,264.008
D	N: 753,527.741 E: 1,930,760.514	L	N: 752,717.364 E: 1,931,469.666
E	N: 753,855.094 E: 1,930,756.991	M	N: 752,617.393 E: 1,931,501.703
F	N: 753,853.247 E: 1,930,787.005	N	N: 752,617.393 E: 1,931,296.955
G	N: 753,496.204 E: 1,930,790.848	O	N: 752,613.464 E: 1,930,887.706
H	N: 753,467.982 E: 1,930,814.182	P	N: 752,613.464 E: 1,930,812.229

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	535.00	36.64	18.33	36.63	N39°35'01"W	03°55'25"
C2	435.00	166.27	84.16	165.26	N26°40'19"W	21°54'00"
C3	278.00	30.09	15.06	30.08	S86°28'42"E	06°12'08"
C4	535.00	43.78	21.90	43.77	N43°53'23"W	04°41'18"
C5	630.00	38.77	19.39	38.76	N51°19'48"W	03°31'32"
C6	970.00	88.69	44.37	88.66	S18°20'28"E	05°14'19"
C7	1065.00	61.24	30.63	61.23	S17°22'10"E	03°17'41"
C8	478.00	160.87	81.20	160.12	N80°39'52"W	19°17'00"
C9	272.00	93.58	47.26	93.12	N15°44'37"E	19°42'42"
C10	272.00	164.65	84.94	162.15	N11°27'14"W	34°41'01"
C11	272.00	46.96	23.54	46.90	N33°44'29"W	09°53'29"
C12	300.00	271.21	145.67	262.07	N02°53'49"W	51°47'52"
C13	328.00	284.42	151.84	275.59	N03°57'17"W	49°40'56"



SURVEYOR'S CERTIFICATE
 I, MATTHEW B. JUDD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6213, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
 COMMENCING N. 00°44'13" W ALONG THE SECTION LINE 45.39 FEET AND EAST 1339.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

BEARING	DISTANCE	REMARKS
N 00°32'31" W	395.31'	
N 00°31'57" W	482.45'	
N 00°37'00" W	327.47'	
ARC LEFT	30.09'	CHORD BEARS S 86°28'42" E 30.08'; R= 278.00'
S 00°37'00" E	357.17'	
ARC RIGHT	36.64'	CHORD BEARS S 39°35'01" E 36.63'; R= 535.00'
S 37°37'19" E	531.60'	
ARC RIGHT	166.27'	CHORD BEARS S 26°40'19" E 165.26'; R= 435.00'
S 15°43'19" E	189.19'	
EAST	205.72'	
S 17°46'08" E	105.01'	
WEST	204.81'	
S 89°27'00" W	409.39'	ALONG CREEKSIDE @ ASPEN GROVE SUBD.
WEST	75.50'	ALONG CREEKSIDE @ ASPEN GROVE SUBD.
N 49°45'00" W	57.00'	TO THE POINT OF BEGINNING.

AREA = 7.3754 ACRES
 LESS AND ACCEPTING ANY AREA OWNED BY THE UNITED STATES OF AMERICA (14,044 SQ. FT.)

BASIS OF BEARING = NORTH 00°44'13" WEST ALONG THE SECTION LINE
 DATE: Nov 18, 2002
 SURVEYOR: Matthew B. Judd

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 19th DAY OF November, A.D. 2002.

Eugene L. Carson
 Elaine Carson
 ELAINE CARSON AKA
 ELAINE C. CARSON

David W. Flinders

ACCEPTANCE OF LEGISLATIVE BODY
 The City Council of Pleasant Grove, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS 6th DAY OF November, A.D. 2002.

Mayor: David W. Flinders
 City Engineer: [Signature]
 City Recorder: [Signature]

BOARD OF HEALTH
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

FIRE MARSHALL
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

PLANNING COMMISSION APPROVAL
 APPROVED THIS ___ DAY OF ___ A.D. 20__ BY THE ___ PLANNING COMMISSION.
 Director: [Signature] Secretary: [Signature]

PLAT "A"
 FILE # 46273-2003
 RANDALL R. COVINGTON
 UTAH COUNTY RECORDER
 2003 MAY 27 11:23 AM FEE \$2.00 BY SR
 RECORDED FOR PLEASANT GROVE CITY

MILLCREEK NORTH
 SUBDIVISION
 PLEASANT GROVE, UTAH COUNTY, UTAH
 SCALE: 1" = 50' FEET

9938-112



OCCUPANCY RESTRICTION NOTICE
 ORDINANCE NO. ___ OF ___ UTAH COUNTY, UTAH, RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN THIS SUBDIVISION. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY ___

ACKNOWLEDGEMENT (PERSONAL)
 STATE OF UTAH COUNTY OF UTAH S.S.
 ON THE 19th DAY OF Nov, A.D. 2002, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.
 MY COMMISSION EXPIRES: 3/11/03
 NOTARY PUBLIC (SEE SEAL)

ACKNOWLEDGEMENT (CORPORATE)
 STATE OF UTAH COUNTY OF UTAH S.S.
 ON THE ___ DAY OF ___, A.D. 20___, PERSONALLY APPEARED BEFORE ME ___ WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID ___, IS THE PRESIDENT AND HE THE SAID ___ IS THE SECRETARY OF ___ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID ___ EACH DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.
 MY COMMISSION EXPIRES: ___
 NOTARY PUBLIC RESIDING AT: ___

CORPORATE SEAL

SURVEYOR'S SEAL: REGISTERED LAND SURVEYOR #6813 MATTHEW B. JUDD STATE OF UTAH

NOTARY PUBLIC SEAL: [Signature]

CITY-COUNTY ENGINEER SEAL: REGISTERED PROFESSIONAL ENGINEER #4634 DAVID C. THURGOOD 1/62 STATE OF UTAH

CLERK-RECORDER SEAL: PLEASANT GROVE CITY CLERK-RECORDER

NW 1/4 Sec. 8, T5S, R2E, SLB&M TU070 Pt.

ORDINANCE NO. 2015-37

AN ORDINANCE OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH COUNTY, UTAH, GRANTING, APPROVING, AND AUTHORIZING THE MAYOR TO SIGN A FRANCHISE AGREEMENT IN FAVOR OF VERACITY NETWORKS, LLC FOR A NON-EXCLUSIVE FRANCHISE TO USE THE CITY RIGHTS OF WAY TO PROVIDE TELECOMMUNICATIONS SERVICES TO RESIDENTS AND BUSINESSES WITHIN THE BOUNDARIES OF PLEASANT GROVE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses and other customers within the boundaries of the City, and to utilize City rights-of-way for such purpose; and

WHEREAS, the City considers it to be in the best interests of the City, and in furtherance of the health, safety and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "Telecommunications Act"); and

WHEREAS, City and Veracity Networks, LLC have negotiated this Agreement and now submit it for legislative and polity approval to the Municipal Council.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of Pleasant Grove City, Utah County, Utah, as follows:

SECTION 1: FRANCHISE GRANTED:

A non-exclusive franchise is hereby approved and GRANTED to Veracity Networks, LLC pursuant to the terms and conditions as set forth in the Franchise Agreement which is attached hereto as Exhibit "A" and the Telecommunications Franchise Ordinance of the City.

SECTION 2: AUTHORIZATION:

The Mayor is hereby authorized to sign the subject Franchise Agreement.

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah; this 29th day of September, 2015.

ATTEST:

Cyd LeMone, Mayor Pro-Tem

Kathy T. Kresser, City Recorder, CMC

(SEAL)

FRANCHISE AGREEMENT
Pleasant Grove City – Veracity Networks, LLC

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Pleasant Grove, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and Veracity Networks, LLC, with its principal offices at 170 West Election road, Suite 200, Draper, Utah 84020.

WITNESSETH:

WHEREAS, Veracity Networks, LLC desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 7 of the Pleasant Grove City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide Veracity Networks, LLC a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and Veracity Networks, LLC, agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and Veracity Networks, LLC.

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. Veracity Networks, LLC, acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require Veracity Networks, LLC to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give Veracity Networks, LLC notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between Veracity Networks, LLC 's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, Veracity Networks, LLC agrees to comply with any such amendments.

1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon Veracity Networks, LLC the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to Veracity Networks, LLC the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude Veracity Networks, LLC from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize Veracity Networks LLC System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** Veracity Networks, LLC acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, Veracity Networks, LLC shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the

percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to Veracity Networks, LLC shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial Five (5) year term of this Agreement, the franchise granted herein may be renewed by Veracity Networks, LLC upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of Veracity Networks, LLC intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Veracity Networks, LLC Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between Veracity Networks, LLC and the CITY, or by revocation or forfeiture, Veracity Networks, LLC shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of Veracity Networks, LLC, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and Veracity Networks, LLC expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** Veracity Networks, LLC and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way Veracity Networks, LLC conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, Veracity Networks, LLC and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City’s Excavation Permit Ordinance. For Veracity Networks, LLC, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY’s Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) Veracity Networks, LLC fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) Veracity Networks, LLC by act or omission, materially violates a material duty herein set forth in any particular within Veracity Networks, LLC’s control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving Veracity Networks, LLC notice of such determination, Veracity Networks, LLC, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, Veracity Networks, LLC shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of Veracity Networks, LLC; or

(c) Veracity Networks, LLC becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by Veracity Networks, LLC within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude Veracity Networks, LLC from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event Veracity Networks, LLC or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or Veracity Networks, LLC, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and Veracity Networks, LLC relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and Veracity Networks, LLC. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from VERACITY NETWORKS, LLC to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the CITY may designate by written notice to Scott D. Nelson, President of Veracity Networks, LLC at 170 West Election Road, Suite 200 Draper, Utah, 84020.

7.2 **VERACITY NETWORKS, LLC Designee and Address.** Scott D. Nelson, President and Chief Operations Officer or his or her designee(s) shall serve as Veracity Networks, LLC's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to Veracity Networks, LLC pursuant to or concerning this Agreement, shall be delivered to Veracity Networks, LLC headquarter offices at 170 West Election Road, Suite 200, Draper, Utah 84020, and such other office as Veracity Networks, LLC may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or Veracity Networks, LLC representative to act shall not constitute any waiver or estoppels by the CITY or Veracity Networks, LLC.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, Veracity Networks, LLC shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that Veracity Networks, LLC is effectively self-insured if Veracity Networks, LLC has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by Veracity Networks, LLC from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** Veracity Networks, LLC, agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from Veracity Networks, LLC acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to Veracity Networks, LLC of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit Veracity Networks, LLC to assume the defense of such with counsel of Veracity Networks, LLC choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, Veracity Networks, LLC shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, Veracity Networks, LLC, shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 **Underground Installation.** Unless otherwise provided, all of Veracity Networks, LLC facilities within the CITY shall be constructed underground. Notwithstanding

the provisions of Article 1.3 of this Agreement, Veracity Networks, LLC expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require Veracity Networks, LLC to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so. In the event that Veracity Networks, LLC obtains ownership of existing overhead facilities and the supporting poles are removed or relocated, the telecommunication facilities must relocate to the new poles or go underground. Veracity Networks, LLC may not maintain overhead systems which are offered by abandonment or transfer from power provider where existing overhead facilities exist. Any existing overhead systems must move underground should the overhead system need replacing.

9.3 **Location of Conduit and Junction Boxes.** Veracity Networks, LLC is required to coordinate and jointly locate conduit for backbone, mainline fiber, and wiring.

9.4 **Emergency Repairs.** In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public ROW from the City beforehand, the Provider shall provide the City Public Works Department with notification of such work as soon as practicable by calling the City Public Works Department at its regular number, or if after the Department's business hours, by calling (801) 785-3506 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City's emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number or by reaching the City's Public Works Department by the fastest means possible, but shall in any event call the Public Works Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 **Governing Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO this ____ day of _____, 20__

“CITY”
CITY OF PLEASANT GROVE

By: _____
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, City Recorder

APPROVED AS TO FORM:

Christine M. Petersen, City Attorney

“VERACITY NETWORKS, LLC”

EXHIBIT "A"
Telecommunications Rights-of-Way Ordinance

ORDINANCE NO. 2015-38

AN ORDINANCE OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH COUNTY, UTAH, GRANTING, APPROVING, AND AUTHORIZING THE MAYOR TO SIGN A FRANCHISE AGREEMENT IN FAVOR OF FIRST DIGITAL TELECOM, LLC FOR A NON-EXCLUSIVE FRANCHISE TO USE THE CITY RIGHTS OF WAY TO PROVIDE TELECOMMUNICATIONS SERVICES TO RESIDENTS AND BUSINESSES WITHIN THE BOUNDARIES OF PLEASANT GROVE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses and other customers within the boundaries of the City, and to utilize City rights-of-way for such purpose; and

WHEREAS, the City considers it to be in the best interests of the City, and in furtherance of the health, safety and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "Telecommunications Act"); and

WHEREAS, City and FIRST DIGITAL TELECOM, LLC have negotiated this Agreement and now submit it for legislative and polity approval to the Municipal Council.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of Pleasant Grove City, Utah County, Utah, as follows:

SECTION 1: FRANCHISE GRANTED:

A non-exclusive franchise is hereby approved and GRANTED to FIRST DIGITAL TELECOM, LLC pursuant to the terms and conditions as set forth in the Franchise Agreement which is attached hereto as Exhibit "A" and the Telecommunications Franchise Ordinance of the City.

SECTION 2: AUTHORIZATION:

The Mayor is hereby authorized to sign the subject Franchise Agreement.

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah; this 29th day of September, 2015.

ATTEST:

Cyd LeMone, Mayor Pro-Tem

Kathy T. Kresser, City Recorder, CMC

(SEAL)

PLEASANT GROVE CITY

TELECOMMUNICATIONS FRANCHISE AGREEMENT

(Capitalized terms are defined in the Telecommunications Rights-of-Way Ordinance)

First Digital Telecom (Herein "Provider") a LLC, organized
(Name of Applicant) (Corporation, LLC, Partnership, Individual)

Under the laws of Utah with its principal headquarters located in Utah, does hereby
(State) (State)

Request a Franchise to Utilize the Rights-of-Way of all, or a part of the City of Pleasant Grove (herein the "City") pursuant to the City's Telecommunications Rights-of-Way Ordinance (herein "ROW" Ordinance).

A. Please list all the names (d/b/a's) the Provider will be doing business under in the City:

First Digital

Name of Contact Person:

Telephone Number:

Wesley McDougal

801 4510 1005

Address:

City, State and Zip Code:

90 So. 400 W. Ste M-100 Salt Lake City, UT 84101

B. This Application is a:

- New Application
 Renewal Application
 Transfer of Franchise

C. At the time of this Application, Provider is planning to do the following (mark all that apply):

- Construct a System using the Rights-of-Way
 Directly provide Telecommunications Services to the public
 Local dial tone services
 Interstate long distance services
 Intrastate long distance services
 High speed data transmission services
 High speed Internet services
 Provide the private Telecommunications needs of the Provider
 Lease **TO** or otherwise allow all or a portion of its System to be used by another Provider. List name(s) of other Provider(s), if known:

Lease **FROM** or otherwise use another Provider's System. List name(s) of other Provider(s) if known:

- _____
Construct an Open Video System

Provide an Open Video System

- D. The application fee required in the ROW Ordinance accompanies this Application. The Provider understands that this Application will not be considered until the application fee is paid.
- E. As provided in Section 7-7-6 of the ROW Ordinance, this Application includes all written documentation, verbal statements and representations, in whatever form, made by the Provider to the City concerning the construction of a Telecommunication System over, under, on, or through the Rights-of-Way; the Telecommunications Services proposed to be provided in the City by the Provider, and any other matter pertaining to a proposed System or Service.
- F. Except to the extent any Ordinance provision referenced herein is invalidated, the Provider hereby certifies and agree as follows:
 1. All information contained in this Application and all other information presented to the City is true and correct;
 2. The Provider is familiar with the ROW Ordinance and will comply with it in all respects if the Franchise is granted;
 3. The Provider has received a Certificate of Convenience and Necessity from the Utah Public Service Commission, if required;
 4. The Provider has the financial ability to compensate the City during the Franchise term by paying the franchise fee as required in the ROW Ordinance and the Franchise Agreement;
 5. The Provider will comply with the requirements of Section 9 of the ROW Ordinance which governs the construction and technical requirements;
 6. The Provider will obtain excavation permits as required in the ROW Ordinance and the Excavation Ordinance and promptly pay the permit fees;
 7. The Provider will pay the up-front franchise fee required in the Franchise Agreement when it is granted;
 8. The signers of this Application have the authority to make these certifications and agreements on behalf of the Provider;
 9. [OPTIONAL FOR POWER CITIES] Prior to making any attachment to poles owned by the City, the Provider is willing to enter into a pole attachment agreement with the City.

Provider

By: Wesley McDougal
 Title: President

STATE OF UTAH)
 : ss
 COUNT OF SALT LAKE

On this 24 day of SEPT 20 15, personally appeared before me Wesley McDougal, who being by me duly sworn that he/she is the PRESIDENT, of FIRST DIGITAL TELECOM and that the foregoing instrument was signed in behalf of said entity by authority of its MANAGER or its bylaws, and he/she acknowledged to me that said entity executed the same.



Teara Bryan
 NOTARY PUBLIC

FRANCHISE AGREEMENT
Pleasant Grove City – FirstDigital Telecom

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Pleasant Grove, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and FirstDigital Telecom, LLC with its principal offices at 90 South 400 West, Suite M-100, Salt Lake City, UT 84101 (hereinafter “FirstDigital”).

WITNESSETH:

WHEREAS, FirstDigital desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 7 of the Pleasant Grove City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FirstDigital a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FirstDigital agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FirstDigital.

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. FirstDigital acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require FirstDigital to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give FirstDigital notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FirstDigital's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FirstDigital agrees to comply with any such amendments.

1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon FirstDigital the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to FirstDigital the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FirstDigital from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FirstDigital's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** FirstDigital acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, FirstDigital shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 **Equal Treatment.** CITY agrees that FirstDigital shall be treated equal to other third party providers within City; and that FirstDigital may periodically review such terms or conditions extended to other third party providers and adopt such terms and conditions into this Agreement through written amendment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on

Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FirstDigital shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial Five (5) year term of this Agreement, the franchise granted herein may be renewed by FirstDigital upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FirstDigital intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of FirstDigital Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between FirstDigital and the CITY, or by revocation or forfeiture, FirstDigital shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FirstDigital, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and FirstDigital expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** FirstDigital and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FirstDigital conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, FirstDigital and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to

be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For FirstDigital, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) FirstDigital fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) FirstDigital, by act or omission, materially violates a material duty herein set forth in any particular within FirstDigital's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FirstDigital notice of such determination, FirstDigital, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, FirstDigital shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FirstDigital; or

(c) FirstDigital becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FirstDigital within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude FirstDigital from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event FirstDigital or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or FirstDigital, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FirstDigital relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FirstDigital. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from SYRINGA to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at _70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the CITY may designate by written notice to FirstDigital.

7.2 **FirstDigital Designee and Address.** FirstDigital's Chief Executive Officer or his or her designee(s) shall serve as FirstDigital's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to FirstDigital pursuant to or concerning this Agreement, shall be delivered to FirstDigital headquarter offices at 90 South 400 West, Suite M-100, Salt Lake City, UT 84101, and such other office as FirstDigital may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FirstDigital's representative to act shall not constitute any waiver or estoppels by the CITY or FirstDigital.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, FirstDigital shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that FirstDigital is effectively self-insured if FirstDigital has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by FirstDigital from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** FirstDigital agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FirstDigital acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FirstDigital of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FirstDigital to assume the defense of such with counsel of FirstDigital choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FirstDigital shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FirstDigital shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 **Underground Installation.** Unless otherwise provided, all of FirstDigital facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, FirstDigital expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FirstDigital to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so. In the event that FirstDigital obtains ownership of existing overhead facilities and the supporting poles are removed or relocated, the telecommunication facilities must relocate to the new poles or go underground. FirstDigital may not maintain overhead systems which are offered by abandonment or transfer from power provider where existing

overhead facilities exist. Any existing overhead systems must move underground should the overhead system need replacing.

9.3 Location of Conduit and Junction Boxes. FirstDigital is required to coordinate and jointly locate conduit for backbone, mainline fiber, and wiring.

ARTICLE 10. GENERAL PROVISIONS

10.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 **Governing Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO this 24th day of September, 2015

“CITY”
CITY OF PLEASANT GROVE

By: _____
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, City Recorder

APPROVED AS TO FORM:

Christine M. Petersen, City Attorney

FIRSTDIGITAL TELECOM, LLC



By: Wesley J. McDougal, President

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

On the 24 day of SEPTEMBER, 2015 personally appeared before me WESLEY McDUGAL, who being by me duly sworn did say that he is the PRESIDENT, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.





Notary Public
My Commission Expires: 6/19/2019

EXHIBIT "A"
Telecommunications Rights-of-Way Ordinance



Existing FD vault

New 17x30x18 Vault

2500 West

3-1.25 innerducts

New 17x30x18 Vault

Sam White Lane

New 17x30x18 Vault

New 17x30x18 Vault next to existing Comcast Vault

Cotton Plazwy

New 17x30x18 Vault

I-15

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Google earth

ORDINANCE NO. 2015-39

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH AMENDING TITLE 5 SECTION 1A-1 “DEFINITIONS” AND TITLE 5 SECTION 1D SUBSECTION 7 “RESTRAINT BY OWNER” AMENDING THE DEFINITION OF RESTRAINING AND REQUIRING ANIMALS TO BE RESTRAINED AT ALL TIMES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislative body has previously adopted ordinances regulating domestic animals within the City; and

WHEREAS, the former ordinance required domestic animals to be “on a leash or under the direct supervision of their owner” and

WHEREAS, the legislative body determined that allowing animals to be unrestrained but under the visual supervision of their owners created confusion and led to incidents of animals harassing people; and

WHEREAS, the legislative body finds that it is in the best interests of the citizens of Pleasant Grove to require animals to be restrained at all times when not otherwise contained on the owner’s property; and

WHEREAS, the city council previously directed staff to remove the provision for allowing animals to be under the direct supervision of their owner; and

WHEREAS, an amendment was adopted to the ordinance requiring animals to be restrained on a leash or lead at all times; and

WHEREAS, the city council desires to address the advances in technology as to ways in which animals can be restrained; and

WHEREAS, the Utah State legislature has granted municipalities the authority to regulate animal ownership and maintenance under the general police powers; and

WHEREAS the council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this ordinance should be passed;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THIS MUNICIPALITY AS FOLLOWS:

SECTION 1. Title 5 Section 1A Subsection 1 is hereby amended to read as follows:

5-1A-1: DEFINITIONS:  

When used in this chapter, the following words, terms and phrases, and their derivations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ANIMAL: Any living creature, both domestic and wild, except humans. "Animal" includes fowl, fish and reptiles.

ANIMAL CONTROL OFFICER: An employee or agent of the city, designated by the chief of police, or his designee, to administer and enforce the licensing, inspection and enforcement requirements contained within this chapter.

ANIMAL HOSPITAL: Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of animal diseases and injuries.

ANIMAL NUISANCE: Any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

ANIMAL SHELTER: Any facility operated by the city or humane society for the temporary care, confinement and detention of animals, and for the humane killing and other disposition of animals. The term shall also include any private facility authorized by the chief executive or his designee to impound, confine, detain, care for or destroy any animal.

AT LARGE: Any domesticated animal, whether or not licensed, not under restraint.

BITE: An actual puncture, tear or abrasion of the skin, inflicted by the teeth of an animal.

CITY: The incorporated area of Pleasant Grove City.

CRUELTY: Any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agriculture husbandry practices, pest elimination, and animal training and hunting, "cruelty" shall mean a failure to employ the most humane method reasonably available.

DEPARTMENT: City police department, its agents and deputies.

DISPOSITION: Adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. "Disposition" includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

DOMESTIC ANIMAL: Includes dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits, pheasants, and other birds and animals raised and/or maintained in confinement.

EXOTIC ANIMAL: Any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than the domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or domestic farm animals.

GUARD OR ATTACK DOG: A dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

IMPOUNDMENT: The taking into custody of an animal by any police officer, animal control officer or

any authorized representative thereof.

KENNEL¹: Any premises wherein more than two (2) dogs or cats are raised, kept, housed or boarded; or any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling dogs or cats.

LICENSE: A properly completed and validated "license application" issued by the city.

LICENSE TAG: A piece of metal or other durable material inscribed with a date and number which has been issued by the city.

LICENSED DOG: A dog wearing its current dog license tag as required by this chapter.

MUZZLE: A device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

OWNER: Any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by this chapter. An animal shall be deemed to be harbored if it is fed or sheltered for three (3) or more consecutive days.

PUBLIC NUISANCE ANIMAL: An animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the right of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall include, but not be limited to:

- A. Any animal that is repeatedly found running at large;
- B. Any dog or cat in any section of a park or public recreation area, unless the dog or cat is controlled by a leash or similar physical restraint;
- C. Any animal that damages, soils, defiles or defecates on any property other than that of its owner;
- D. Any animal that makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- E. Any animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is being kept or harbored;
- F. Any animal in heat that is not confined so as to prevent attraction or contact with other animals;
- G. Any animal, whether or not on the property of its owner, that, without provocation, molests, attacks or otherwise interferes with the freedom of movement of persons in a public right of way;
- H. Any animal that chases motor vehicles in a public right of way;
- I. Any animal that attacks domestic animals;

- J. Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- K. Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

QUARANTINE: The isolation of an animal under the observation of a licensed veterinarian or in the custody of the animal shelter in a substantial enclosure such that the animal is not subject to contact with other animals or unauthorized persons.

SANITARY: A condition of good order and cleanliness to minimize the possibility of disease transmission.

UNDER RESTRAINT: An animal secured by a leash or lead, including an electronic collar, under the control of a person physically capable of restraining the animal and obedient to that person's commands or attached to a stationary object, or confined within a vehicle, or securely enclosed or confined within the real property limits of owner's premises.

VICIOUS ANIMAL: A. An animal:

1. With a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise endanger the safety of, humans or other domestic animals;
2. Which attacks a human being or other domestic animal without provocation;
3. Which is trained or used as a fighting animal.

B. This provision shall not apply to dogs owned or used by a government entity.

WILD ANIMAL: Any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx or any other warm blooded animal that can normally be found in the wild state. The term "wild animal" does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, a hybrid animal that is part wild and captive bred species of common cage birds. (Ord. 2000-10, 3-21-2000; amd. 2003 Code)

5-1D-7: RESTRAINT BY OWNER:

Persons owning, keeping, or harboring any dog or cat shall at all times keep their animals ~~on a leash~~ under restraint. Neither dogs nor cats shall be permitted to run at large at any time within the city, nor shall they be permitted to bite or harass any person engaged in a lawful act. (Ord. 2015-25, 6-30-2015)

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED by the City Council of Pleasant Grove City, Utah County, Utah, this 29th ___ day of September, 2015.

Cyd LeMone, Mayor Pro-Tem

ATTEST:

Kathy T. Kresser, City Recorder, CMC



City Council Staff Report

September 28, 2015

Item 10B

Final Subdivision Plat

REQUEST 2 lot final subdivision called Parkside at Pleasant Grove Plat D

APPLICANT Jeremy Ackley

ADDRESS 3414 North 750 West

ZONE R-R Rural Residential Zone

GENERAL PLAN Very Low Density Residential

STAFF RECOMMENDATION Approve the Final Subdivision Plat

ATTACHMENTS Pleasant Grove City Subdivision
Codes

4

10

Property Aerial

Background

The applicant is requesting approval of an amendment to a 6 lot subdivision on property located at approximately 3414 North 750 West in the R-R (Rural Residential) Zone. The amendment is result of a desired lot line adjustment between lot 15 and parcel B which will move the northern property line of lot 15 approximately 30 feet to the north.

An application for the final plat was received on August 27, 2015.

Analysis

The proposed subdivision includes 2 lots. Both lots access 900 West. Lot dimensions and attributes are as follows:

Lot/ Parcel	Square Footage	Lot Width	Buildings to Remain	Lot Frontage	Building Pad (1,200 s.f. Min.)
15	30,271 (21,780 Min.)	180 ft. (110 Min.)	None	194.54 (60 ft. Min.)	Not Specified
B	138,716 (21,780 Min.)	226 ft. (110 Min.)	None	229.41 (60 ft. Min.)	Not Specified

As shown above, the lots meet all of the dimension requirements for the R-R and A-1 Zones with the exception that the building pad is unspecified on the plat. However, Staff analysis of the plat has revealed that with a rough reduction of setback area on each lot and parcel, the remaining area far exceeds 1,200 square feet. The plat was also previously approved with all of the same dimensions except for the northern property line of lot 15 which is moving to the north. Because the property line adjustment will increase the square footage of lot 15 and because the square footage of parcel B exceeds the minimum building pad requirement many times over, Staff does not anticipate any reduction in building pad area meeting the minimum requirement on either lot. Based on this rough analysis, Staff is confident that the plat meets the building pad requirement.

Recommendation

Because the plat has been reviewed and determined to meet all City Code requirements, Planning Staff recommends approval of the final plat with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Model Motions

APPROVAL

"I move the City Council approve the request of Jeremy Ackley for a 2 lot Final Subdivision Plat amendment called Parkside at Pleasant Grove Plat D on property at approximately 3414 North 750 West, in the R-R (Rural Residential) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.
2. List any additional conditions...

CONTINUE

"I move the City Council continue the review of Jeremy Ackley for a 2 lot Final Subdivision Plat amendment called Parkside at Pleasant Grove Plat D on property at approximately 3414 North 750 West, in the R-R (Rural Residential) Zone, until (give date), based on the following findings:"

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

DENIAL

"I move the City Council the request of Jeremy Ackley for a 2 lot Final Subdivision Plat amendment called Parkside at Pleasant Grove Plat D on property at approximately 3414 North 750 West, in the R-R (Rural Residential) Zone, based on the following findings:"

1. List findings for denial...

PLEASANT GROVE CITY FINAL SUBDIVISION CODES

11-7-5: FINAL PLAT:

Approval of a final plat by the city council shall remain effective for a period of twelve (12) months. Thereafter, such approval shall expire unless an extension has been granted by the city council.

- A. Requirements: A final plat shall be prepared on all developments. Said plat shall consist of a sheet of approved mylar having outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The borderline of the plat shall be drawn in heavy lines, leaving a margin of at least one and one-half inches (1¹/₂") on the left hand side of the sheet for binding, and at least one-half inch (1/2") on the other three (3) sides of the sheet. The plat shall be so drawn that the top of the sheet is either north or east, whichever accommodates the drawing best. All lines, dimensions and markings shall be made on the mylar with approved waterproof black india drawing ink, or equivalent. The actual map shall be made on a scale of one inch equals one hundred feet (1" = 100') or larger, unless approved otherwise by the planning commission. Details and the workmanship on finished drawings shall be neat, clean cut and readable. The prepared form adopted by Utah County is preferred. A poorly drawn or illegible plat is sufficient cause for rejection. (Ord. 2014-27, 7-1-2014)
- B. Number Required: The subdivider shall also furnish the city eight (8) prints of the final plat when submitting the original.
- C. Action By City Council: The city council shall consider and act on the application for final plat approval at its next regular meeting following a twenty (20) day review and processing period, or may postpone action to allow the subdivider time to provide material or additional information needed by the city council to determine appropriate action. The review and processing period shall be measured from the date on which the complete final plat application is received by the community development director.
- D. Information Required: The final drawings or plats shall contain the following information:
1. Subdivision name and the general location of the development.
 2. A north point and scale on the drawing and the date.
 3. Accurately drawn boundaries, showing the proper bearings and division, properly tied in state plane coordinates to section monuments. These lines should be heavier than street and lot lines to clearly define said development boundaries.
 4. The names, widths, lengths, bearings and curve data on centerlines of all proposed public streets, alleys or easements; also the boundaries, bearings and dimensions of all portions within the development, as intended to be dedicated to the use of the public; the lines, dimensions, bearings and numbers of all lots and other parcels reserved for any reason within the development. All lots

and parcels are to be numbered consecutively under a definite system. All proposed streets shall be named or numbered in accordance with the street naming and numbering system of the city.

5. The location of existing watercourses.
6. The location of all required monuments.
7. The description and locations of all monuments set and established by the county or the United States government that are adjacent to or near the proposed development.
8. Address block with addresses as assigned by the engineering division.
9. A notice of shallow groundwater or other potentially harmful conditions where such conditions exist, as determined by the city engineer.
10. The standard forms approved by the planning commission lettered for the following:
 - a. Description of land to be included in development.
 - b. Licensed land surveyor's certificate of survey.
 - c. Owner's dedication.
 - d. Notary public's acknowledgment.
 - e. Planning commission's certificate of approval.
 - f. City engineer's certificate of approval.
 - g. The city council's certificate of acceptance attested by the city recorder.

E. Supplementary Documents And Submissions: The following documents shall be submitted with the final drawing and shall be considered part of the final plat submission:

1. Drawings, stamped and signed by a licensed professional engineer, showing layout, profile and detailed design for sewer lines, water lines and storm drainage improvements.
2. Plan, profile and typical cross section drawings of all streets, bridges, culverts and other structures.
3. The proposed grading plan shall be indicated by solid line contours superimposed on dashed line contours of existing topography for the area of the final plat. Such contours shall be two foot (2') intervals for ground slopes within the tract that are predominately between level and five percent (5%) grade, and five foot (5') intervals for ground slopes within the tract that are over five percent (5%) grade. In case of predominantly level topography throughout the development, one foot (1') contour intervals may be required.

4. Final drainage plan, in accordance with title 8, chapter 6 of this code, by which the subdivider proposes to detain the storm water runoff from a 10-year storm. The presence of storm water which flows onto the subdivided area and ultimate disposal of the storm water leaving the subdivided area must be considered. The subdivider is responsible for controlling storm runoff throughout all stages of construction of the development improvements. Facilities capable of conveying peak runoff from a 10-year storm to a point of on site or approved off site detention or retention is required. Detention or retention must be provided to limit the discharge into downstream drainage facilities to historical flows off of the property, as provided in title 8, chapter 6 of this code. Written permission by the Pleasant Grove irrigation company board must be presented indicating the irrigation company's approval to discharge storm water into any irrigation company owned ditch; or any ditch or other facility which discharges into an irrigation company owned ditch farther downstream. Storm water inundation areas around any natural watercourses in the vicinity for a 100-year storm must be identified. Construction of buildings shall not be permitted in these areas.
5. Erosion control plan, if required by the city engineer.
6. Fully executed development improvements agreement on a form furnished by the community development department.
7. A summary statement containing the following:
 - a. Total area within the development.
 - b. Total area of each lot.
 - c. Total number of proposed dwelling units.
 - d. Estimated total peak water demand on the city water system expressed in gallons per day.
 - e. Estimated total peak sewer flow to be treated by city treatment facilities expressed in gallons per day.
 - f. Estimated maximum flow (100-year storm) through any natural watercourses lying within the area being subdivided.
8. Monument record for required benchmarks.
9. A policy of title insurance or a preliminary title report showing that the persons listed as the owners in the owner's dedication certificate on the plat have sufficient control over the premises to effectually dedicate streets within the development and to follow through with all other requirements of the development ordinance. (Ord. 2000-23, 7-18-2000)

11-3-6: LOT STANDARDS:

- A. Building Sites: The lot arrangement, design and shape shall be such that lots will provide a compact body of land for buildings and be properly related to topography and conform to requirements set forth herein. Lots shall not contain peculiarly shaped elongations solely to provide necessary square footage which would be unusable for normal purposes. The building pad must meet zoning setback requirements for each lot and the buildable area must be shown with appropriate setbacks for the zone in which it is located.
- B. Lot Sizes: All lots shown on the subdivision plat must conform to the minimum requirements of the zoning ordinance for the zone in which the subdivision is located.
- C. Lots Must Abut On Public Streets: Each lot shall abut on a street dedicated by the subdivision plat or an existing publicly dedicated street, except when approved by the planning commission. Interior lots having frontage on two (2) streets shall be prohibited, except where topographic conditions make such design desirable, and approval by the planning commission is gained. (Ord. 2000-23, 7-18-2000; amd. Ord. 2000-48, 11-21-2000)
- D. Corner Lots: Corner lots shall have dimensions sufficient for the maintenance of required building setback lines on both streets, along with sufficient area to comply with area requirements of the zoning ordinance. Corner lot widths shall be measured in accordance with the definition of "lot, corner" at section [10-6-2](#) of this code, regardless of how a structure is situated on the lot. (Ord. 2000-23, 7-18-2000; amd. Ord. 2000-48, 11-21-2000; 2003 Code)
- E. Parts Of Lots: All remnants of lots below minimum size, left over after subdividing a larger tract, must be attached to adjacent lots, and evidence of such attachment submitted prior to the approval of the final plat. All lots designated within a subdivision must meet the minimum standards of the zone within which they are located.
- F. Divided Lots: Where the lots covered by a subdivision include two (2) or more parcels in separate ownership, all parcels shall be transferred by deed to single ownership before approval of the final plat, and such transfer recorded in the county recorder's office. (Ord. 2000-23, 7-18-2000; amd. Ord. 2000-48, 11-21-2000)

10-15-30: ONE-FAMILY AND TWO-FAMILY DWELLINGS:

Any detached single-family or two-family dwelling located on an individual lot outside of an R-M zone must meet the off street parking requirements in chapter 18 of this title and the following standards in addition to any others required by law: (Ord. 2000-23, 7-18-2000)

- A. Building Code Requirements: The dwelling must meet the requirements of the international building code or, if it is a manufactured home, it must meet the requirements of the HUD code, and must not have been altered in violation of such codes. A used dwelling must be inspected by the chief building official or his designee prior to placement on a lot to ensure it has not been altered in violation of such codes. Any violations must be corrected as directed by the chief building official. (Ord. 2000-23, 7-18-2000; amd. 2003 Code)

- B. Taxation: The dwelling must be taxed as real property. If the dwelling is a manufactured home, an affidavit must be filed with the state tax commission pursuant to Utah Code Annotated section 59-2-602.
- C. Utility Connections: The dwelling must be approved for and permanently connected to all required utilities.
- D. Foundation: Each dwelling shall have a code approvable site built concrete, masonry, steel or treated wood foundation.
- E. Roof: Dwellings shall have a roof surface of wood shakes, asphalt, composition, wood shingles, concrete, fiberglass or slate tiles, or built up gravel materials. Unfinished galvanized steel or unfinished aluminum roofing shall not be permitted. There shall be a roof overhang at the eaves and gable ends of not less than six inches (6"), excluding rain gutters, measured from the vertical sides of the dwelling. The roof overhang requirement shall not apply to areas above porches, alcoves and other appendages which together do not exceed twenty five percent (25%) of the length of the dwelling.
- F. Siding: Dwellings shall have exterior siding material consisting of wood, hardwood, brick, concrete, stucco, glass, metal or vinyl lap, tile, or stone.
- G. Width: The width of the dwelling shall be at least twenty feet (20') at the narrowest point of its first story for a length of at least twenty feet (20'), exclusive of any garage area. The width shall be considered the lesser of the two (2) primary dimensions. Manufactured homes shall be multiple transportable sections.
- H. Garage Or Carport: Single dwellings in the R-1-8 and larger zone shall be provided with a garage or carport (if permitted in the zone) having a minimum interior width of twenty feet (20') and constructed concurrently with the dwelling. Single dwellings in all other zones having lots less than eight thousand (8,000) square feet shall be provided with a garage or carport (if permitted in the zone) having a minimum interior width of twelve feet (12'). (Ord. 2000-23, 7-18-2000)
- I. Minimum Floor Area: All single-family detached and two-family dwellings have a minimum aboveground main floor area and total finished square footage (exclusive of garage) as follows:

Zone	One Level Above Ground	Multi-Levels Above Ground	
	Total Minimum Sq. Ft.	Main Floor Minimum Sq. Ft.	Total Minimum Sq. Ft.
Grove-MH	900	700	1,600
RM-7	900	700	1,600

R-1-7	900	700	1,600
R-1-8	1,000	700	1,600
R-1-9	1,000	800	1,800
R-1-10	1,200	800	1,800
R-1-12	1,200	800	1,800
R-1-15	1,200	800	1,800
R-1-20	1,200	800	1,800
R-R	1,200	800	1,800
A-1	1,200	800	1,800

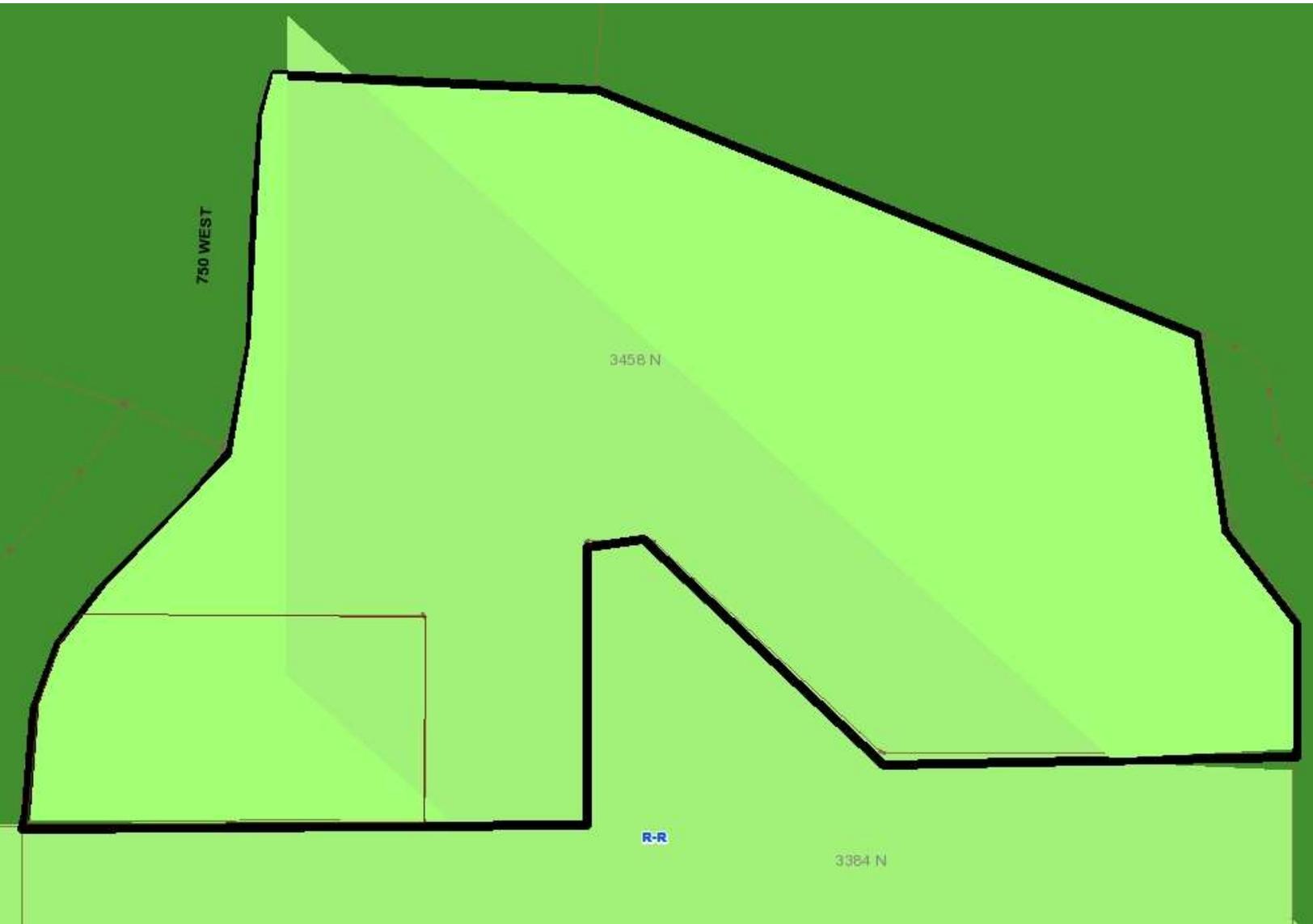
(Ord. 2013-4, 3-19-2013)

- J. Porches Or Decks: Wood or metal porches, decks or verandas are only permitted on the front of the house when covered with a roof.
- K. Design Review: In order to preserve property, valuation and neighborhood visual quality and harmony in any area (regardless of zone), any and all new individual residential construction in that area must comply with section 10-15-28 of this chapter.
- L. Deviations: The community development director may approve deviations from one or more of the developmental or architectural standards contained in subsections E through J of this section, on the basis of a finding that the architectural style proposed provides compensating features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity. The determination of the community development director may be appealed to the board of adjustment pursuant to the provisions of section 10-2-4 of this title. (Ord. 2000-23, 7-18-2000)

PROPERTY AERIAL PHOTO



PROPERTY ZONING MAP





**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, October 6, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a. City Council Meeting Minutes:**
City Council Minutes for the September 15, 2015 meeting.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
 - A. Becca Mallory, Victim Advocate, Council update.
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Public Hearing** to consider for adoption an Ordinance **(2015-40)** amending sections 10-6-2: Definitions, 10-9B-6-1: Lot Area Per Dwelling, and 10-15-32: Twin Home Development Standards, modifying requirements for twin homes in the Pleasant Grove City Code; and providing for an effective date. (Pleasant Grove City Applicant) *Presenter: Director Young*
 - B. Public Hearing** to consider for adoption an Ordinance **(2015-41)** amending section 10-11E-2-1: Permitted, Conditional and Accessory Uses, adding use 5511 to allow for new and used auto sales in the Downtown Village Zone Chapter of the Pleasant Grove City

Code; and providing for an effective date. (Steve Tholl Applicant) *Presenter: Director Young*

10. **ACTION ITEMS READY FOR VOTE:**
11. **ITEMS FOR DISCUSSION – NO ACTION: (Public Comment allowed if needed)**
12. **DISCUSSION ITEMS FOR THE OCTOBER 6, 2015 CITY COUNCIL MEETING.**
13. **NEIGHBORHOOD AND STAFF BUSINESS.**
14. **MAYOR AND COUNCIL BUSINESS.**
15. **SIGNING OF PLATS.**
16. **REVIEW CALENDAR.**
17. **ADJOURN.**

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: October 2, 2015

Time: 5:30 p.m.

Place: City Hall, Library and Community Development Building.

Public Hearing Notice was published in the Daily Herald on September 25, 2015.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-13100	GENERAL FUND - ACCTS REC.- CITY EMPLOYEES						
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2536517		08/26/2015	14.00
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2537779		08/28/2015	126.98
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2537780		08/28/2015	61.99
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2538541		08/31/2015	188.97
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2541558		09/04/2015	19.99
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2541951		09/08/2015	95.38
	7505	SKAGGS COMPANIES, INC.	PD/PERSONAL SUPPLIES	2543356		09/10/2015	108.57
	7505	SKAGGS COMPANIES, INC.	PD/UNIFORM EXPENSE	2543367		09/10/2015	47.00
							662.88
10-15820	GENERAL FUND - SDA EXPENSE ACCOUNT						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	143.99
10-15850	GENERAL FUND - POLICE WARRANT CLEARING						
	5842	OREM JUSTICE COURT	WARRANT CLEARING	09102015		09/10/2015	245.00
	7743	SPANISH FORK DISTRICT COURT	PD/WARRANT, CILTON #960000503	09172015		09/17/2015	215.00
							460.00
10-21230	GENERAL FUND - STATE INSURANCE PAYABLE						
	8954	UTAH LOCAL GOVT. INS. TRUST	WORKERS COMP MONTHLY FEE	1512597		09/14/2015	10,270.41
10-22390	GENERAL FUND - LEGAL SHIELD						
	4729	PRE-PAID LEGAL SERVICES, INC.	LEGAL SERVICE FOR PD OFFICERS	09232015		09/23/2015	88.75
10-24250	GENERAL FUND - DUE PG FIRE DEPT ASSOCIATION						
	1905	COMCAST CABLE	FIRE/ASSOCIATION EXPENSE	08252015		08/25/2015	76.38
10-24350	GENERAL FUND - SENIOR CITIZEN CLEARING						
	5478	MOUNTAINLAND ASSOCIATION	SR. CNTR/MEALS	08312015		08/31/2015	1,344.00
	5478	MOUNTAINLAND ASSOCIATION	SR.CNTR/ENSURE	08312015		08/31/2015	310.00
							1,654.00
10-34-280	GENERAL FUND - CHARGES FOR SERVICES - AMBULANCE FEES						
	3350	GOLD CROSS SERVICES	AMB/BILLING SERVICES	952		08/31/2015	1,602.40
10-41-330	GENERAL FUND - GENERAL GOVERNMENT - PROFESSIONAL SERVICES						
	7962	STERLING CODIFIERS, INC.	ADM/SUPPLEMENT	16911		08/30/2015	777.00
Total GENERAL GOVERNMENT							777.00
10-42-280	GENERAL FUND - JUDICIAL - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	52.08
10-42-310	GENERAL FUND - JUDICIAL - LEGAL SERVICES						
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	931-08312015		08/31/2015	97.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	661-08312015		08/31/2015	60.00
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	772-08312015		08/31/2015	7.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	372-08312015		08/31/2015	87.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	271-08312015		08/31/2015	22.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	902-08312015		08/31/2015	7.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	971-08312015		08/31/2015	37.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	401-08312015		08/31/2015	37.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	891-08312015		08/31/2015	157.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	931-08312015		08/31/2015	120.00
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	-08312015015		08/31/2015	112.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	401-08312015		08/31/2015	67.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	891-08312015		08/31/2015	172.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	701-08312015		08/31/2015	75.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	951-08312015		08/31/2015	90.00
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	011-08312015		08/31/2015	52.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	101-08312015		08/31/2015	1,522.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	111-08312015		08/31/2015	37.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	323211		08/31/2015	135.00
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	221-08312015		08/31/2015	37.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	461-08312015		08/31/2015	52.50
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	601-08312015		08/31/2015	225.00
	3996	HOWARD, LEWIS & PETERSEN, PC	JUDICIAL/LEGAL SERVICES	641-08312015		08/31/2015	75.00
							<u>3,290.00</u>
Total JUDICIAL							<u>3,342.08</u>
10-43-350	GENERAL FUND - NON-DEPARTMENTAL - FOX HOLLOW CONTRIBUTION						
	3055	FOX HOLLOW GOLF CLUB	FALL CONTRIBUTION 2015	113		09/10/2015	195,000.00
10-43-430	GENERAL FUND - NON-DEPARTMENTAL - STRAWBERRY DAYS						
	5071	MARCHBANKS, HAL	QUEENS/DRIVING FLOAT	09162015		09/16/2015	100.00
	9534	WILSON, TAYLOR	QUEENS/REIMB. FOR VEHICLE GAS	09152015		09/15/2015	107.42
	9534	WILSON, TAYLOR	QUEENS/FLOAT DRIVER	09162015		09/16/2015	800.00
							<u>1,007.42</u>
10-43-510	GENERAL FUND - NON-DEPARTMENTAL - INSURANCE & BONDS						
	8954	UTAH LOCAL GOVT. INS. TRUST	PD AUTO ENDOSEMENT	1512596		09/14/2015	291.77 -
10-43-550	GENERAL FUND - NON-DEPARTMENTAL - CONTRIBUTION TO ARTS COUNCIL						
	6806	RECSAFE, LLC	ADM/STORAGE CHARGES	779		09/12/2015	70.00
10-43-559	GENERAL FUND - NON-DEPARTMENTAL - HERITAGE FESTIVAL						
	6343	PLEASANT GROVE PRINTERS	HF/ASSORTED PRINTED ITEMS	7146		09/17/2015	213.25
10-43-610	GENERAL FUND - NON-DEPARTMENTAL - MISCELLANEOUS EXPENSE						
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	09232015		09/23/2015	25.00
10-43-760	GENERAL FUND - NON-DEPARTMENTAL - TECHNOLOGY						
	8856	UTAH COUNTY AUDITOR	EVERBRIDGE SOFTWARE	33053		08/05/2015	9,152.00
	9057	VALCOM SALT LAKE CITY, LC	PHONE SYSTEM WARRARNTY	239826		09/10/2015	3,918.50
	9353	WEBB AUDIO VISUAL	GEN GOV/PROJECTOR	14947109		05/27/2015	695.00
							<u>13,765.50</u>
Total NON-DEPARTMENTAL							<u>209,789.40</u>
10-46-240	GENERAL FUND - ADMINISTRATIVE SERVICES - OFFICE EXPENSE						
	3571	GURR'S COPYTEC	ADM/COPIES	2969		07/14/2015	70.93
	3571	GURR'S COPYTEC	ADM/OFFICE SUPPLIES	3059		07/20/2015	4.73
	3571	GURR'S COPYTEC	ADM/COPIES	3062		07/20/2015	7.59
	5610	NEOFUNDS BY NEOPOST	ADM/POSTAGE	09132015		09/13/2015	1,044.29
	5730	OFFICE DEPOT, INC.	ADM/OFFICE SUPPLIES	'92433880001		09/10/2015	25.43
	6343	PLEASANT GROVE PRINTERS	ADM/ENVELOPES	7139		09/10/2015	374.00
							<u>1,526.97</u>
10-46-280	GENERAL FUND - ADMINISTRATIVE SERVICES - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	86.51
Total ADMINISTRATIVE SERVICES							<u>1,613.48</u>

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-47-250	GENERAL FUND - FACILITIES - VEHICLE 7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	205.05
10-47-510	GENERAL FUND - FACILITIES - CITY HALL - HEATING EXPENSE 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	33.22
10-47-520	GENERAL FUND - FACILITIES - CITY HALL - POWER EXPENSE 7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	2,709.65
10-47-530	GENERAL FUND - FACILITIES - CITY HALL - BLDG MAINTENANCE 8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	157.85
10-47-540	GENERAL FUND - FACILITIES - CITY HALL - PD BLDG MAINTENANC 4720	LEE EDWARDS PLUMBING	PD/CAMERA SEWER LINES	1292		08/19/2015	150.00
	8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	131.80
							281.80
10-47-550	GENERAL FUND - FACILITIES - PARKS - LIGHTS 7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	444.89
10-47-560	GENERAL FUND - FACILITIES - PARKS - BUILDING MAINTENANCE 2675	ELECTRICAL WHOLESALE SUPPLY	BUILDING MAINTENANCE	909993226		09/15/2015	77.00
	8012	STREET SIDING INC.	ANDERSON PARK REST ROOM REPAI	1936		09/14/2015	1,252.00
							1,329.00
10-47-580	GENERAL FUND - FACILITIES - OLD BELL SCHOOL - HEATING 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	7.16
10-47-600	GENERAL FUND - FACILITIES - COMMUNITY CNTR - HEATING 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	116.42
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	12.66
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	23.03
							152.11
10-47-650	GENERAL FUND - FACILITIES - FIRE/AMBULANCE - POWER 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	45.84
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	1,419.55
							1,465.39
10-47-660	GENERAL FUND - FACILITIES - FIRE/AMBULANCE - BLDG MAINT 8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	45.00
10-47-680	GENERAL FUND - FACILITIES - CEMETERY BLDG - HEATING 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	11.66
10-47-690	GENERAL FUND - FACILITIES - CEMETERY BLDG - POWER 7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	1,281.61
10-47-700	GENERAL FUND - FACILITIES - CEMETERY BLDG - BLDG MAINT 8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	91.75
10-47-710	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - HEATING 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	35.77
10-47-720	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - POWER 7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	1,155.08
10-47-730	GENERAL FUND - FACILITIES - LIBRARY/SENIOR - BLDG MAINT 8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	110.35
10-47-750	GENERAL FUND - FACILITIES - PUMP HOUSE - HEATING 6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	10.29

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	6.75
10-47-760	GENERAL FUND - FACILITIES - PUBLIC WORKS - HEATING						17.04
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	7.16
10-47-770	GENERAL FUND - FACILITIES - PUBLIC WORKS - POWER						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	1,149.97
10-47-790	GENERAL FUND - FACILITIES - RENTAL PROPERTY EXPENSES						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	12.50
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	7.16
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	7.43
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	579.70
							606.79
10-47-800	GENERAL FUND - FACILITIES - GENERAL MAINTENANCE EXPENSES						
	2675	ELECTRICAL WHOLESALE SUPPLY	BUILDING MAINTENANCE	909951840		09/08/2015	139.80
10-47-810	GENERAL FUND - FACILITIES - SR CENTER - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	11.89
10-47-820	GENERAL FUND - FACILITIES - SR CENTER - POWER						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	411.51
10-47-830	GENERAL FUND - FACILITIES - SR CENTER - BLDG MAINT						
	8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	75.00
10-47-840	GENERAL FUND - FACILITIES - LIONS/SPORTSMAN - BLDG MAINT						
	6525	PROFESSIONAL HEATING AND AIR	BUILDING MAINTENANCE	65296		09/04/2015	194.00
Total FACILITIES							12,130.50
10-51-240	GENERAL FUND - ENGINEERING - OFFICE EXPENSE						
	3571	GURR'S COPYTEC	COM DEV/COPIES	4016		09/10/2015	2.50
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	09232015		09/23/2015	43.31
							45.81
10-51-250	GENERAL FUND - ENGINEERING - VEHICLE EXPENSE						
	4748	LES SCHWAB TIRES	ENG/VEHICLE MAINTENANCE	50800150310		09/10/2015	56.25
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	86.88
							143.13
10-51-275	GENERAL FUND - ENGINEERING - STREET LIGHT EXPENSE						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	18,142.30
10-51-332	GENERAL FUND - ENGINEERING - PROFESSIONAL SERVICES						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	1,285.67
	4292	J.U.B. ENGINEERS, INC.	GENERAL ENGINEERING SERVICES	95569		08/18/2015	7,040.27
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	1,074.13
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	522.77
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	9,570.87
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	1,148.62
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	593.48
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	111.29
							21,347.10
10-51-745	GENERAL FUND - ENGINEERING - SIGNALS & FLASHERS						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	252.33
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	48.84

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							301.17
Total ENGINEERING							39,979.51
10-52-240	GENERAL FUND - COMMUNITY DEVELOPMENT - OFFICE EXPENSE						
	625	AT&T MOBILITY	COM DEV/CELL PHONE EXPENSE	08292015		08/28/2015	56.12
	3571	GURR'S COPYTEC	COM DEV/OFFICE SUPPLIES	3206		07/30/2015	1.50
	5730	OFFICE DEPOT, INC.	COM DEV/OFFICE SUPPLIES	'87139594001		08/17/2015	118.30
	5730	OFFICE DEPOT, INC.	COM DEV/OFFICE SUPPLIES	'87139848001		08/17/2015	25.73
	6681	QUILL CORPORATION	COM DEV/OFFICE SUPPLIES	7042943		08/20/2015	123.57
							325.22
10-52-250	GENERAL FUND - COMMUNITY DEVELOPMENT - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	242.16
10-52-280	GENERAL FUND - COMMUNITY DEVELOPMENT - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	35.63
10-52-340	GENERAL FUND - COMMUNITY DEVELOPMENT - PLANNING SERVICES						
	5139	MCGEE'S STAMP & TROPHY CO.	COM DEV/NAME PLATE	10141		07/14/2015	22.00
10-52-610	GENERAL FUND - COMMUNITY DEVELOPMENT - MISCELLANEOUS						
	5457	MOUNT OLYMPUS	COM DEV/BOTTLED WATER	09032015		09/03/2015	16.83
	6196	PETTY CASH-RECREATION	PETTY CASH RECREATION	09232015		09/23/2015	27.36
							44.19
Total COMMUNITY DEVELOPMENT							669.20
10-54-210	GENERAL FUND - POLICE DEPARTMENT - MEETINGS & MEMBERSHIPS						
	5033	MACEYS	PD/MEETING EXPENSE	27829		09/10/2015	11.28
	5033	MACEYS	PD/MEETING EXPENSE	56046		09/09/2015	54.31
	8807	UTAH CHIEFS OF POLICE ASSOC.	PD/ANNUAL DUES	1049		09/17/2015	500.00
							565.59
10-54-240	GENERAL FUND - POLICE DEPARTMENT - OFFICE EXPENSE						
	990	BLUEFIN OFFICE GROUP	PD/OFFICE SUPPLIES	13029520		09/18/2015	251.49
	2122	CULLIGAN BOTTLED WATER	PD/DRINKING WATER	65X03268101		08/31/2015	94.50
	2122	CULLIGAN BOTTLED WATER	PD/OFFICE SUPPLIES	65X03278902		08/31/2015	21.50
	9265	WASATCH INTERGRATED WASTE	PD/SPECIAL HANDLING FEE	25412		08/31/2015	30.00
							397.49
10-54-250	GENERAL FUND - POLICE DEPARTMENT - VEHICLE EXPENSE						
	3468	GREASE MONKEY #790	PD/VEHICLE MAINTENANCE	160398		08/19/2015	27.00
	3468	GREASE MONKEY #790	PD/VEHICLE MAINTENANCE	161974		09/18/2015	83.68
							110.68
10-54-280	GENERAL FUND - POLICE DEPARTMENT - TELEPHONE EXPENSE						
	1517	CENTURYLINK	PD/LONG DISTANCE SERVICES	09232015		09/23/2015	15.72
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	157.14
							172.86
10-54-300	GENERAL FUND - POLICE DEPARTMENT - UNIFORM EXPENSE						
	4614	L.N. CURTIS & SONS	PD/UNIFORM EXPENSE	850092500		08/31/2015	2,325.00
	8400	TIMP DRY CLEANERS	PD/UNIFORM CLEANING EXPENSE	08262015		08/26/2015	300.75
							2,625.75
10-54-440	GENERAL FUND - POLICE DEPARTMENT - K9 SUPPLIES						
	8394	TIMPANOGOS ANIMAL HOSPITAL	PD/CANINE EXAM	111549		08/07/2015	109.84
10-54-650	GENERAL FUND - POLICE DEPARTMENT - NOVA EXPENSES (DARE)						
	3571	GURR'S COPYTEC	PD/COPIES	3678		08/31/2015	480.56

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-54-760	GENERAL FUND - POLICE DEPARTMENT - TECHNOLOGY						
	4772	LEXIPOL, LLC	PD/DTB SUBSCRIPTION & MANUAL SU	14658		09/01/2015	5,550.00
Total POLICE DEPARTMENT							10,012.77
10-55-250	GENERAL FUND - FIRE DEPARTMENT - VEHICLE EXPENSE						
	675	AUTO ZONE STORES, INC.	FIRE/VEHICLE EXPENSE	6231250064		09/05/2015	21.31
	8923	UTAH DIESEL CENTER, INC.	FIRE/VEHICLE EXPENSE	6874		09/04/2015	614.33
							635.64
10-55-280	GENERAL FUND - FIRE DEPARTMENT - TELEPHONE EXPENSE						
	9131	VERIZON WIRELESS	FIRE/CELL PHONE EXPENSE	09012015		09/01/2015	1,080.04
10-55-300	GENERAL FUND - FIRE DEPARTMENT - UNIFORM EXPENSE						
	507	APPARATUS EQUIPMENT &	FIRE/UNIFORM EXPENSE	9722		09/02/2015	959.00
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2540263		09/02/2015	71.95
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2541055		09/03/2015	926.00
	7505	SKAGGS COMPANIES, INC.	FIRE/UNIFORM EXPENSE	2541701		09/05/2015	88.00
	8400	TIMP DRY CLEANERS	FIRE/CLEANING EXPENSE	08262015		08/26/2015	27.00
							2,071.95
10-55-480	GENERAL FUND - FIRE DEPARTMENT - DEPARTMENTAL SUPPLIES						
	1060	BOUNDTREE MEDICAL, LLC	FIRE/DEPARTMENTAL SUPPLIES	81898301		09/01/2015	68.58
	2122	CULLIGAN BOTTLED WATER	FIRE/DEPARTMENTAL SUPPLIES	65X03328608		08/31/2015	115.45
	3841	HENRY SCHEIN INC.	FIRE/DEPARTMENTAL SUPPLIE	22909154		08/31/2015	363.75
	3841	HENRY SCHEIN INC.	FIRE/DEPARTMENTAL SUPPLIE	23197486		09/09/2015	253.42
	5033	MACEYS	FIRE/DEPARTMENTAL SUPPLIES	27787		09/12/2015	71.46
							872.66
10-55-760	GENERAL FUND - FIRE DEPARTMENT - TECHNOLOGY						
	5440	MOTOROLA INC.	FIRE/EQUIPMENT REPAIR	76833666		09/11/2015	327.00
Total FIRE DEPARTMENT							4,987.29
10-57-250	GENERAL FUND - ANIMAL CONTROL - VEHICLE EXPENSE						
	3468	GREASE MONKEY #790	ACO/VEHICLE EXPENSE	161598		09/10/2015	361.78
Total ANIMAL CONTROL							361.78
10-60-250	GENERAL FUND - STREETS - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	1,162.38
10-60-280	GENERAL FUND - STREETS - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	65.05
	5950	PAETEC	PUB WORKS/DSL LINE	58746989		09/08/2015	57.32
							122.37
10-60-330	GENERAL FUND - STREETS - ENGINEERING SERVICES						
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	670.57
10-60-420	GENERAL FUND - STREETS - SIDEWALKS						
	6640	PYNE RENOVATION & DESIGN	STR/SIDEWALK REPLACEMENT	13-339		07/22/2015	893.64
Total STREETS							2,848.96

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-65-240	GENERAL FUND - LIBRARY - OFFICE EXPENSE						
	6343	PLEASANT GROVE PRINTERS	LIB/ POSTERS	7144		09/15/2015	11.90
	6870	RESEARCH TECHNOLOGY	LIB/OFFICE SUPPLIES	193551		09/10/2015	415.71
	8058	SUNRISE ENVIRONMENTAL	LIB/CLEANING SUPPLIES	53959		08/19/2015	319.88
							747.49
10-65-280	GENERAL FUND - LIBRARY - TELEPHONE EXPENSE						
	1905	COMCAST CABLE	LIB/INTERNET SERVICES	09132015		09/13/2015	70.24
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	72.18
							142.42
10-65-420	GENERAL FUND - LIBRARY - CHILDRENS PROGRAMING						
	5033	MACEYS	LIB/ASSORTED EXPENSES	24460		09/15/2015	11.69
	5033	MACEYS	LIB/ASSORTED EXPENSES	274170		09/08/2015	8.49
	5033	MACEYS	LIB/ASSORTED EXPENSES	56044		09/01/2015	11.30
							31.48
10-65-480	GENERAL FUND - LIBRARY - BOOKS						
	2630	EDC EDUCATIONAL SERVICES	LIB/BOOKS	08252015		08/25/2015	211.67
	3191	GALE	LIB/BOOKS	56036800		09/03/2015	90.26
	3191	GALE	LIB/BOOKS	56119471		09/09/2015	100.06
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	88866707		09/04/2015	78.92
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	88880272		09/04/2015	140.02
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	89039601		09/09/2015	48.50
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	89062802		09/09/2015	301.91
	4159	INGRAM LIBRARY SERVICES	LIB/BOOKS	89081237		09/10/2015	111.25
	6077	PENGUIN RANDOM HOUSE LLC	LIB/BOOKS ON CD	1084845403		09/08/2015	120.00
							1,202.59
10-65-485	GENERAL FUND - LIBRARY - AUDIO/VISUAL MATERIALS						
	2870	FINDAWAY WORLD, LLC	LIB/BOOKS	164478		09/15/2015	398.96
	2870	FINDAWAY WORLD, LLC	LIB/BOOKS	165027		09/21/2015	343.94
	6791	RECORDED BOOKS, INC.	LIB/ BOOKS ON CD	75157560		06/16/2015	113.80
							856.70
Total LIBRARY							2,980.68
10-67-240	GENERAL FUND - SR. CITIZEN CTR & AUDITORIUM - OFFICE EXPENSE						
	1905	COMCAST CABLE	SC/INTERNET SERVICE	09152015		09/15/2015	63.77
10-67-280	GENERAL FUND - SR. CITIZEN CTR & AUDITORIUM - TELEPHONE EXPENSE						
	1480	CENTRACOM INTERACTIVE	SR CNTR/PHONE EXPENSE	09012015		09/01/2015	396.85
Total SR. CITIZEN CTR & AUDITORIUM							460.62
10-70-200	GENERAL FUND - PARKS - MOWER EXPENSE						
	813	BATTERIES PLUS BULBS #357	PARK/MOWER EXPENSE	357-314601		09/14/2015	209.90
	1393	CARPENTER SEED CO. INC.	PARK/MOWER EXPENSE	74340		09/02/2015	827.49
	2178	CUTLERS, INC.	PARK/MOWER EXPENSE	287056		09/10/2015	132.56
	2493	DUFF SHELLEY MOWER & CYCLE	PARK/MOWER EXPENSE	68568		09/15/2015	80.88
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	267.30
	7994	STEWARTS RV INC.	PARK/FOOT PAD & JACK	5075292		08/27/2015	74.98
	8576	TURF EQUIPMENT	PARK/MOWER EXPENSE	38862700		08/25/2015	17.15
							1,610.26
10-70-250	GENERAL FUND - PARKS - VEHICLE EXPENSE						
	4673	LARKIN TIRES, INC.	PARK/VEHICLE REPAIR	1012706		09/03/2015	130.90
	5833	O'REILLY AUTOMOTIVE INC.	PARK/VEHICLE EXPENSE	3623457165		09/15/2015	66.78
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	1,351.38

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							1,549.06
10-70-320	GENERAL FUND - PARKS - SPRINKLER & LANDSCAPE						
	970	BJ PLUMBING SUPPLY	PARK/DEPARTMENTAL SUPPLIES	625257		08/27/2015	105.00
	970	BJ PLUMBING SUPPLY	PARK/DEPARTMENTAL SUPPLIES	625740		08/31/2015	70.09
	970	BJ PLUMBING SUPPLY	PARK/1100 N TRAILHEAD	626687		09/09/2015	106.79
	970	BJ PLUMBING SUPPLY	PARK/DRINKING FOUNTAIN REPAIR P/	627267		09/14/2015	35.71
	970	BJ PLUMBING SUPPLY	PARK/DEPARTMENTAL SUPPLIES	627281		09/14/2015	36.17
	2766	EWING IRRIGATION PRODUCTS, INC	PARK/DEPARTMENTAL SUPPLIES	231798		08/19/2015	112.50
	2766	EWING IRRIGATION PRODUCTS, INC	PARK/DEPARTMENTAL SUPPLIES	231800		08/19/2015	125.00
	2766	EWING IRRIGATION PRODUCTS, INC	PARK/DEPARTMENTAL SUPPLIES	261624		08/25/2015	193.26
							784.52
10-70-330	GENERAL FUND - PARKS - PLAYGROUND SUPPLIES						
	2766	EWING IRRIGATION PRODUCTS, INC	PARK/DEPARTMENTAL SUPPLIES	231799		08/19/2015	214.00
	2766	EWING IRRIGATION PRODUCTS, INC	PARK/DEPARTMENTAL SUPPLIES	261623		08/25/2015	115.97
							329.97
10-70-350	GENERAL FUND - PARKS - SERVICE PROJECT SUPPLIES						
	1803	CLAYTON'S CUSTOM CURBING, LLC	PARK/FLAT CURBING	3275		09/11/2015	350.00
							350.00
10-70-670	GENERAL FUND - PARKS - SAFETY EQUIP. & SUPPLIES						
	1760	CINTAS FIRST AID & SAFETY	PARK/FIRST AID SUPPLIES	5003556864		09/08/2015	33.33
							33.33
Total PARKS							4,657.14
10-71-240	GENERAL FUND - RECREATION - OFFICE EXPENSE						
	5457	MOUNT OLYMPUS	REC/BOTTLED WATER	08292015		08/29/2015	46.49
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	1829552693		08/20/2015	137.69
	7233	SAM'S CLUB	REC/ASSORTED SUPPLIES	08302015		08/26/2015	46.60
							230.78
10-71-250	GENERAL FUND - RECREATION - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	40.67
							40.67
10-71-270	GENERAL FUND - RECREATION - POWER EXPENSE						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	23.81
							23.81
10-71-280	GENERAL FUND - RECREATION - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	19.72
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	241.68
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	31.86
							293.26
Total RECREATION							588.52
10-72-250	GENERAL FUND - LEISURE SERVIVES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	60.34
							60.34
10-72-420	GENERAL FUND - LEISURE SERVIVES - CONTRACTED SERVICES						
	7420	SHIELD-SAFETY, LLC	LEISURE/FIRST AID SUPPLIES	2203306354		09/10/2015	88.20
							88.20
10-72-545	GENERAL FUND - LEISURE SERVIVES - SHADE TREE COMMISSION						
	15	1 PROMOTIONAL PRODUCTS, INC.	LEISURE/CERTIFICATES	2059		09/14/2015	30.00
							30.00
Total LEISURE SERVIVES							178.54

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-74-250	GENERAL FUND - CUSTODIAL SERVICES - VEHICLE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	145.64
10-74-480	GENERAL FUND - CUSTODIAL SERVICES - DEPARTMENTAL SUPPLIES						
	1132	BRADY INDUSTRIES OF UTAH, LLC	BUILDING MAINTENANCE SUPPLIES	4862892		08/24/2015	47.01
	1132	BRADY INDUSTRIES OF UTAH, LLC	BUILDING MAINTENANCE SUPPLIES	4862893		08/24/2015	64.11
	1132	BRADY INDUSTRIES OF UTAH, LLC	BUILDING MAINTENANCE SUPPLIES	4862894		08/24/2015	299.51
	1132	BRADY INDUSTRIES OF UTAH, LLC	BUILDING MAINTENANCE SUPPLIES	4862895		08/24/2015	515.91
	1132	BRADY INDUSTRIES OF UTAH, LLC	BUILDING MAINTENANCE SUPPLIES	4863562		08/24/2015	87.62
							1,014.16
Total CUSTODIAL SERVICES							1,159.80
Total GENERAL FUND							311,496.08
14-40-480	IMPACT FEES - STREETS & ROADS - EXPENDITURES - STREET IMPACT EXPENSE						
	4770	LEWIS YOUNG ROBERTSON &	CONSULTING SERVICES	2015-0103B		09/15/2015	2,260.00
Total EXPENDITURES							2,260.00
Total IMPACT FEES - STREETS & ROADS							2,260.00
16-70-865	WATER IMPACT FEES - 16-70 - SECONDARY MASTER PLAN						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	141.59
Total 16-70							141.59
Total WATER IMPACT FEES							141.59
20-40-480	CLASS C ROAD FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES						
	4770	LEWIS YOUNG ROBERTSON &	CONSULTING SERVICES	2015-0017A		09/15/2015	4,700.00
Total EXPENDITURES							4,700.00
Total CLASS C ROAD FUND							4,700.00
22-70-200	CEMETERY - 22-70 - MOWER EXPENSE						
	2493	DUFF SHELLEY MOWER & CYCLE	CEM/MOWER EXPENSE	68506		09/04/2015	26.95
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	361.40
							388.35
22-70-250	CEMETERY - 22-70 - VEHICLE						
	1436	CARTERS AUTO & REPAIR INC.	CEM/VEHICLE EXPENSE	7781		08/11/2015	201.21
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	51.94

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							253.15
22-70-350	CEMETERY - 22-70 - SERVICE PROJECT SUPPLIES						
	1420	CART AWAY CONCRETE, LLC	CEM/LATE FEE	4675		08/29/2015	35.00
22-70-480	CEMETERY - 22-70 - DEPARTMENTAL SUPPLIES						
	1905	COMCAST CABLE	CEM/INTERNET SERVICES	09122015		09/13/2015	91.60
	3229	GATEWAY MAPPING, INC.	CEM/PRINTING & LAMINATING EXPENS	95011		07/09/2015	165.92
	4978	LOWRY OVERHEAD DOORS, INC.	CEM/NEW DOOR	68846		08/28/2015	645.00
							902.52
22-70-670	CEMETERY - 22-70 - SAFETY EQUIP. & SUPPLIES						
	1368	C-A-L RANCH STORES	CEM/JACKETS	6494/8		09/15/2015	305.97
Total 22-70							1,884.99
Total CEMETERY							1,884.99
41-40-260	E-911 - EXPENDITURES - MAINTENANCE						
	1516	CENTURY LINK	E-911/MAINTENANCE	08282015		08/28/2015	87.01
	6460	PRIORITY DISPATCH	E-911/ANNUAL MAINTENANCE AGREEI	117785		09/08/2015	10,848.00
	8825	UTAH COMMUNICATIONS AUTHORITY	E-911/LABOR FEES	56058		08/14/2015	65.00
							11,000.01
41-40-490	E-911 - EXPENDITURES - SCHOOLING & TRAINING						
	6409	POLICE LEGAL SCIENCES	E-911/RENEW SUBSCRIPTION	6731		09/16/2015	1,080.00
Total EXPENDITURES							12,080.01
Total E-911							12,080.01
48-41-250	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	318.84
48-41-330	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - ENGINEERING SERVICES						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	283.18
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	353.98
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	3,044.19
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	1,699.08
	4292	J.U.B. ENGINEERS, INC.	STRM DRAIN ENGINEERING	95562		08/13/2015	257.12
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	303.42
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	229.48
							6,170.45
48-41-430	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - LEASE PAYMENTS						
	8050	SUN TRUST EQUIPMENT FINANCE	SEWER VACUUM TRUCK	1570361		09/10/2015	53,781.03
48-41-610	STORM DRAIN UTILITY FUND - GENERAL GOVERNMENT - MISCELLANEOUS EXPENSE						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	37.38
Total GENERAL GOVERNMENT							60,307.70

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
48-70-843	STORM DRAIN UTILITY FUND - STORM DRAIN PROJECTS - DETENTION POND 1100 W 2600 N						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385		09/17/2015	573.92
Total STORM DRAIN PROJECTS							573.92
Total STORM DRAIN UTILITY FUND							60,881.62
49-60-879	CAPITAL PROJECTS FUND - PARKS PROJECTS - UTAH COUNTY PARKS GRANT						
	1418	CARSTEN, CHARLES A	FIELD DESIGN SERVICES	85		09/06/2015	7,250.00
49-60-897	CAPITAL PROJECTS FUND - PARKS PROJECTS - SHANNON FIELDS						
	4292	J.U.B. ENGINEERS, INC.	SHANNON FIELD SOFTBALL COMPLEX	95566		08/18/2015	5,414.93
Total PARKS PROJECTS							12,664.93
Total CAPITAL PROJECTS FUND							12,664.93
51-40-250	WATER FUND - EXPENDITURES - VEHICLE EXPENSE						
	7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015		09/23/2015	843.40
51-40-270	WATER FUND - EXPENDITURES - POWER EXPENSE						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	27,495.87
51-40-280	WATER FUND - EXPENDITURES - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	65.05
51-40-330	WATER FUND - EXPENDITURES - ENGINEERING						
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	1,069.49
	3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387		09/17/2015	568.57
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	303.42
	4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571		08/19/2015	830.87
							2,772.35
51-40-420	WATER FUND - EXPENDITURES - STREET REPAIRS						
	3312	GENEVA ROCK PRODUCTS	WATER/DEPARTMENTAL SUPPLIES	1666009		09/01/2015	58.12
	3312	GENEVA ROCK PRODUCTS	WATER/DEPARTMENTAL SUPPLIES	1670468		09/14/2015	421.29
							479.41
51-40-550	WATER FUND - EXPENDITURES - BOND AGENT FEES						
	1847	CNA SURETY	WATER/BOND INSURANCE	09112015		09/11/2015	235.00
51-40-600	WATER FUND - EXPENDITURES - REPAIR & MAINTENANCE						
	2192	D AND L SUPPLY CO., INC.	WATER/VALVE BOX	43636		09/09/2015	85.00
	4019	HUMPHRIES, INC.	WATER/DEPARTMENTAL SUPPLIES	271138		09/01/2015	27.30
	6938	RICHARDS LABORATORIES OF UTAH	WATER/COLIFORM	20313		09/08/2015	220.00
	7075	ROCKY MOUNTAIN VALVES &	WATER/SERVICE CALL	3107		08/31/2015	200.00
	9430	WETCO, INC.	WATER/DEPARTMENTAL SUPPLIES	11548		09/11/2015	575.00
							1,107.30
51-40-603	WATER FUND - EXPENDITURES - SECONDARY WATER PHASE 2						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	1,526.35
51-40-605	WATER FUND - EXPENDITURES - SCADA MAINTENANCE						

9430	WETCO, INC.	WATER/DEPARTMENTAL SUPPLIES	11547	09/07/2015	12,768.00
51-40-610 WATER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE					
825	BC SALES CO., INC.	WATER/DEPARTMENTAL SUPPLIES	389280	09/10/2015	209.80
1368	C-A-L RANCH STORES	WATER/DEPARTMENTAL SUPPLIES	6493/8	09/15/2015	358.66
					568.46
Total EXPENDITURES					47,861.19
51-70-710 WATER FUND - WATER CAPITAL PROJECTS - BATTLE CREEK SURVEY					
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385	09/17/2015	348.16
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385	09/17/2015	3,104.44
					3,452.60
51-70-884 WATER FUND - WATER CAPITAL PROJECTS - 14" DISTRIBUTION LINE - LOCUST					
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385	09/17/2015	2,407.66
51-70-909 WATER FUND - WATER CAPITAL PROJECTS - WATERLINE UPSIZE/REPLACEMENT					
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385	09/17/2015	286.51
51-70-915 WATER FUND - WATER CAPITAL PROJECTS - BLUE ENERGY					
9303	WATER WORKS ENGINEERS, LLC	BATTLE CREEK POWER PROJECT	4935	08/26/2015	32,759.97
Total WATER CAPITAL PROJECTS					34,091.42
Total WATER FUND					81,952.61
52-40-250 SEWER FUND - EXPENDITURES - VEHICLE EXPENSE					
4748	LES SCHWAB TIRES	SEWER/VEHICLE REPAIR	50800150918	09/15/2015	229.98
7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015	09/23/2015	843.40
					1,073.38
52-40-270 SEWER FUND - EXPENDITURES - POWER EXPENSE					
7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015	09/04/2015	57.24
52-40-330 SEWER FUND - EXPENDITURES - ENGINEERING SERVICES					
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387	09/17/2015	1,132.72
4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571	08/19/2015	395.10
4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571	08/19/2015	303.42
					1,831.24
52-40-350 SEWER FUND - EXPENDITURES - CHARGES FOR TREATMENT					
8422	TIMP. SPECIAL SERVICE DISTRICT	WASTEWATER TREATMENT	08302015	08/30/2015	220,527.66
52-40-480 SEWER FUND - EXPENDITURES - DEPARTMENTAL SUPPLIES					
6443	PR DIAMOND PRODUCTS, INC.	SEWER/DEPARTMENTAL SUPPLIES	38008	09/04/2015	275.00
52-40-600 SEWER FUND - EXPENDITURES - REPAIR & MAINTENANCE					
825	BC SALES CO., INC.	SEWER/DEPARTMENTAL SUPPLIES	393786	09/08/2015	488.80
2192	D AND L SUPPLY CO., INC.	SEWER/DEPARTMENTAL SUPPLIES	43370	08/31/2015	238.00
2192	D AND L SUPPLY CO., INC.	SEWER/DEPARTMENTAL SUPPLIES	43423	09/01/2015	257.00
4928	LOCALITY LOGIC	SEWER/MONTHLY TRACKIING SERVIC	277	08/01/2015	119.00
4928	LOCALITY LOGIC	SEWER/MONTHLY TRACKIING SERVIC	279	09/01/2015	119.00
					1,221.80
52-40-610 SEWER FUND - EXPENDITURES - MISCELLANEOUS EXPENSE					
6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015	09/23/2015	7.82
52-40-775 SEWER FUND - EXPENDITURES - CCAP					

6456	PRINCE, YEATES & GELDZAHLER	CCAP/LEGAL FEES	09152015	09/15/2015	962.50
7754	SPAULDING GOMM, PC	LEGAL SERVICES FOR CCAP GROUP	09042015	09/04/2015	14,793.70
					15,756.20
Total EXPENDITURES					240,750.34
52-90-910	SEWER FUND - 52-90 - 100 WEST IMPROVEMENTS				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38385	09/17/2015	1,499.98
52-90-914	SEWER FUND - 52-90 - 4000 NORTH SEWER				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387	09/17/2015	1,646.27
Total 52-90					3,146.25
Total SEWER FUND					243,896.59
54-40-250	SECONDARY WATER - EXPENDITURES - VEHICLE				
7925	STATE OF UTAH GASCARD	MULTI DEPT VEHICLE FUEL EXPENSE	09232015	09/23/2015	410.29
54-40-270	SECONDARY WATER - EXPENDITURES - POWER EXPENSE				
7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015	09/04/2015	22.46
54-40-330	SECONDARY WATER - EXPENDITURES - ENGINEERING				
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387	09/17/2015	2,409.55
3970	HORROCKS ENGINEERS, INC.	MULTI DEPT/ENGINEERING	38387	09/17/2015	568.57
4292	J.U.B. ENGINEERS, INC.	MULTI DEPT/ GENERAL ENGINEERING	95571	08/19/2015	303.42
					3,281.54
54-40-600	SECONDARY WATER - EXPENDITURES - REPAIR & MAINTENANCE				
974	BISCO	SEC WATER/DEPARTMENTAL SUPPLII	1555948	09/10/2015	343.72
974	BISCO	SEC WATER/DEPARTMENTAL SUPPLII	1556002	09/11/2015	107.30
					451.02
54-40-605	SECONDARY WATER - EXPENDITURES - SCADA MAINTENANCE				
9430	WETCO, INC.	SEC WATER/DEPARTMENTAL SUPPLII	11547	09/07/2015	3,192.00
Total EXPENDITURES					7,357.31
Total SECONDARY WATER					7,357.31
55-40-180	UNEMPLOY & DISAB RESERVE FUND - EXPENDITURES - UNEMPLOYMENT RESERVE EXPENSE				
8920	UTAH DEPT OF WORKFORCE SERVIC	UNEMPLOYMENT INSURANCE	08312015	08/31/2015	293.75
Total EXPENDITURES					293.75
Total UNEMPLOY & DISAB RESERVE FUND					293.75
57-40-110	SELF FUNDED DENTAL - EXPENDITURES - DENTAL CLAIM PAYMENTS				
555	ARNOLD, DR. STEVEN N, DMD, PC	DENTAL SERVICES	08252015	08/25/2015	140.30

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	1610	CHILDREN'S CORNER PEDIATRIC	DENTAL SERVICES	0902015		09/02/2015	111.90
	5096	MAXFIELD, ROD P., DDS, INC	DENTAL SERVICES	09092015		09/09/2015	108.40
	8363	THOMPSON, WADE D, DDS MS PC	DENTAL SERVICES	09022015		09/01/2015	100.35
							460.95
Total EXPENDITURES							460.95
Total SELF FUNDED DENTAL							460.95
58-41-530	CAPITAL EQUIPMENT - 58-41 - FITNESS CENTER EQUIPMENT						
	8050	SUN TRUST EQUIPMENT FINANCE	FITNESS EQUIPMENT	1570361		09/10/2015	22,387.62
Total 58-41							22,387.62
Total CAPITAL EQUIPMENT							22,387.62
62-40-435	SANITATION FUND - EXPENDITURES - RECYCLING COLLECTION						
	6850	REPUBLIC SERVICES	GLASS RECYCLING EXPENSE	07272015		07/27/2015	128.25
Total EXPENDITURES							128.25
Total SANITATION FUND							128.25
71-73-280	SWIMMING POOL - SWIMMING POOL - TELEPHONE EXPENSE						
	5950	PAETEC	MULTI DEPT/PHONE EXPENSE	58740909		09/08/2015	74.42
71-73-380	SWIMMING POOL - SWIMMING POOL - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	6,315.94
71-73-382	SWIMMING POOL - SWIMMING POOL - POWER						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	4,354.06
71-73-390	SWIMMING POOL - SWIMMING POOL - BUILDING MAINTENANCE						
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112676		09/02/2015	281.96
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112677		09/02/2015	111.90
	2675	ELECTRICAL WHOLESALE SUPPLY	POOL/ELECTRICAL SUPPLIES	909951840		09/08/2015	66.08
	8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	130.03
							589.97
71-73-420	SWIMMING POOL - SWIMMING POOL - CONTRACTED SERVICES						
	8156	TCI SECURITY OF UTAH	POOL/ALARM MONITORING	30865		08/25/2015	28.00
71-73-460	SWIMMING POOL - SWIMMING POOL - CONCESSION STAND EXPENSE						
	1863	SWIRE COCA-COLA USA, INC.	POOL/SNACK BAR EXPENSE	11740253270		08/21/2015	13.26
	1863	SWIRE COCA-COLA USA, INC.	POOL/CONCESSION STAND EXPENSE	11740263147		09/04/2015	73.48
	7233	SAM'S CLUB	REC/ASSORTED SUPPLIES	08102015		08/10/2015	39.11
	8088	SYSCO INTERMOUNTAIN INC.	POOL/CONCESSIONS	609602860		08/20/2015	552.91
	8088	SYSCO INTERMOUNTAIN INC.	POOL/CONCESSIONS	609696588		08/27/2015	167.55

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							819.79
71-73-481	SWIMMING POOL - SWIMMING POOL - CHEMICALS						
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112334		08/19/2015	2,526.79
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112335		08/19/2015	1,314.85
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112336		08/19/2015	1,268.25
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112505		08/26/2015	763.81
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112678		09/02/2015	1,419.70
	1338	C.E.M.	POOL/SWIM POOL MAINTENANCE	112802		09/10/2015	1,522.22
	1804	CLEAR SPRINGS POOL & SPA INC.	POOL/CHEMICALS	08212015		08/21/2015	72.23
							8,887.85
Total SWIMMING POOL							21,070.03
Total SWIMMING POOL							21,070.03
72-71-060	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - HEATING						
	6672	QUESTAR GAS	MULTI DEPT/HEATING EXPENSE	09232015		09/23/2015	446.59
72-71-061	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - POWER						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	81.29
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	8,237.38
							8,318.67
72-71-062	COMMUNITY CENTER - RECREATION - COMMUNITY CTR - BLDG MAINT						
	989	BLUELINE RENTAL LLC	REC/SCISSOR LIFT	23900690001		08/19/2015	1,076.38
	8436	TOLD PLUMBING LLC	BUILDING MAINTENANCE	6936090115		09/09/2015	515.00
	8678	UNIFIRST CORPORATION	RUG CLEANING	08242015		08/24/2015	322.00
							1,913.38
72-71-270	COMMUNITY CENTER - RECREATION - POWER EXPENSE						
	7062	ROCKY MOUNTAIN POWER	MULTI DEPT/ELECTRICITY EXPENSE	09042015		09/04/2015	317.59
72-71-410	COMMUNITY CENTER - RECREATION - PROGRAM SUPPLIES & EQUIPMENT						
	505	ANYTIME SERVICES	REC/CHEMICAL TOILET	58084		09/08/2015	164.00
	1219	BSN SPORTS COLLEGIATE PACIFIC	REC/PROGRAM SUPPLIES	97205978		09/11/2015	1,475.38
	2093	CROWN TROPHY	REC/AWARDS	20210		09/14/2015	1,775.48
	2093	CROWN TROPHY	REC/AWARDS	20211		09/14/2015	488.04
	2889	FIRST ADVANTAGE BACKGROUND	REC/BACKGROUND SERVICES	826417		08/31/2015	31.95
	5033	MACEYS	REC/ASSORTED EXPENSES	26952		08/22/2015	18.36
	5033	MACEYS	REC/ASSORTED SUPPLIES	26959		08/25/2015	78.80
	5033	MACEYS	REC/ASSORTED EXPENSES	26980		08/31/2015	33.35
	5033	MACEYS	REC/ASSORTED SUPPLIES	27800		09/06/2015	154.31
	5033	MACEYS	REC/ASSORTED EXPENSES	27993		08/31/2015	13.92
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	'86617645001		08/13/2015	338.35
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	'91646372001		09/04/2015	1,921.09
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	'91646454001		09/04/2015	112.67
	5730	OFFICE DEPOT, INC.	REC/OFFICE SUPPLIES	'91646455001		09/04/2015	133.00
	5730	OFFICE DEPOT, INC.	REC/SUPPLIES	'91646456001		09/04/2015	66.50
	5730	OFFICE DEPOT, INC.	REC/PAPER	'91648306001		09/04/2015	665.10
	6457	PRIDE SIGNS, INC.	REC/HALOWEEN BANNERS	459710		09/15/2015	190.00
	6525	PROFESSIONAL HEATING AND AIR	REC/BUILDING MAINTENANCE	65263		09/01/2015	70.00
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08052015		08/05/2015	69.58
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08132015		08/13/2015	26.51
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08142015		08/13/2015	141.90
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08152015		08/15/2015	43.36
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08182015		08/18/2015	270.85
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08192015		08/19/2015	52.18

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08222015		08/22/2015	31.61
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08242015		08/24/2015	29.64
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08252015		08/25/2015	56.10
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08262015		08/26/2015	63.95
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08272015		08/27/2015	39.55
	7233	SAM'S CLUB	REC/DEPARTMENTAL SUPPLIES	08292015		08/28/2015	274.18
	7233	SAM'S CLUB	REC/ASSORTED SUPPLIES	08302015		08/26/2015	222.93
	7265	SHELDE NORTH AMERICA	REC/EQUIPMENT	34529L		09/10/2015	419.00
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/APRONS	33101		08/14/2015	247.50
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/ SHIRTS	33167		08/28/2015	269.90
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33173		09/04/2015	620.48
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33174		09/04/2015	690.48
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33175		09/04/2015	536.42
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33176		09/04/2015	528.36
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33177		09/04/2015	820.60
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33178		09/04/2015	874.60
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33179		09/04/2015	835.60
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33180		09/04/2015	979.24
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/ SHIRTS	33181		09/04/2015	851.44
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33195		09/04/2015	844.20
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33196		09/04/2015	844.20
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33197		09/04/2015	494.54
	8219	TEXTILE TEAM OUTLET & DESIGN	REC/UNIFORMS	33215		09/11/2015	71.86
	8469	TOMLINSON, TREVOR D	REC/DJ SERVICES	08282015		08/28/2015	300.00
							19,281.06
72-71-420	COMMUNITY CENTER - RECREATION - CONTRACTED SERVICES						
	1115	BRADLEY, RALPH	REC/CONTRACTED SERVICES	09102015		09/10/2015	64.00
	1355	CAPPADONIA, PHIL	REC/CONTRACTED SERVICES	09082015		09/08/2015	32.00
	1905	COMCAST CABLE	REC/INTERNET SERVICE	09162015		09/15/2015	133.72
	2021	CORNWELL, JOHN	REC/CONTRACTED SERVICES	09082015		09/08/2015	64.00
	2021	CORNWELL, JOHN	REC/CONTRACTED SERVICES	09092015		09/09/2015	64.00
	3823	HEILBUT, RICK	REC/CONTRACTED SERVICES	09172015		09/17/2015	64.00
	5698	NOREX	REC/PRVENTIVE MAINTENANCE	53500		09/11/2015	435.60
	6540	PRO TECH PEST MANAGEMENT	REC/TREATED FOR INSECTS	14712		09/17/2015	100.00
	7382	SEPTON, NILSEN	REC/CONTRACTED SERVICES	09092015		09/09/2015	64.00
	7420	SHIELD-SAFETY, LLC	REC/FIRST AID SUPPLIES	2203306328		08/25/2015	69.90
	8156	TCI SECURITY OF UTAH	REC/ALARM MONITORING	30864		08/25/2015	42.00
	9722	WRIGHT, JOEY	REC/CONTRACTED SERVICES	09172015		09/17/2015	64.00
							1,197.22
72-71-460	COMMUNITY CENTER - RECREATION - CONCESSION STAND EXPENSE						
	1863	SWIRE COCA-COLA USA, INC.	REC/CONCESSION STAND EXPENSE	11740258261		08/28/2015	32.49
	7233	SAM'S CLUB	REC/CONCESSION STAND EXPENSE	08062015		08/05/2015	557.98
	7233	SAM'S CLUB	REC/ASSORTED SUPPLIES	08102015		08/10/2015	125.50
	7233	SAM'S CLUB	REC/CONCESSION STAND EXPENSE	08282015		08/28/2015	49.44
	7233	SAM'S CLUB	REC/ASSORTED SUPPLIES	08302015		08/26/2015	167.88
							933.29
Total RECREATION							32,407.80
Total COMMUNITY CENTER							32,407.80
73-71-550	CULTURAL ARTS - PROGRAM EXPENDITURES - ARTS COUNCIL EXPENSE						
	1030	BOREN, CASEY	RENTAL OF FRENCH HORN	09232015		09/23/2015	100.00
73-71-551	CULTURAL ARTS - PROGRAM EXPENDITURES - YOUTH THEATRE						

1062	BOUNOUS,MIKAYLA CRYSTAL	CSYP/CHOREOGRAPHER	09212015	09/21/2015	200.00
1112	BRADLEY, KRISTEN	CSYP/CHOREOGRAPHER	09212015	09/21/2015	350.00
1402	CARSON ANNE McFARLAND CENTER	CSYP/DIRECTOR	09212015	09/21/2015	250.00
2265	DALEY, TAMELA	CSYP/ASSISTANT	09212015	09/21/2015	125.00
2524	DURR, KAMERON LEIGH	CSYP/ASST DIRECTOR	09212015	09/21/2015	175.00
3852	HESS, JANALEE	CSYP/MUSIC DIRECTOR	09212015	09/21/2015	230.00
5098	MAYBERRY, CORINNE	CSYP/PRODUCER	09202015	09/21/2015	200.00
5098	MAYBERRY, CORINNE	CSYP/ASSISTANT CHOREOGRAPHER	09212015	09/21/2015	200.00
9094	VARNEY, NICHOLAS MATTHEW	CSYP/ASSISTANT	09212015	09/21/2015	150.00

1,880.00

73-71-554 CULTURAL ARTS - PROGRAM EXPENDITURES - UTAH CHILDRENS CHOIR

570	ASAY, KAY	UCC/PROFESSIONAL FEES	09142015	09/14/2015	600.00
4678	LARSEN, ELIZABETH W.	UCC/PROFESSIONAL FEES	09142015	09/14/2015	300.00
7083	RODEBACK, HEIDI	UCC/PROFESSIONAL FEES	09142015	09/14/2015	175.00
9355	WEISS, LORI	UCC/ACCOMPAINIST	09142015	09/14/2015	120.00

1,195.00

Total PROGRAM EXPENDITURES

3,175.00

Total CULTURAL ARTS

3,175.00

Grand Total:

819,239.13

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____