

1. City Council Meeting Materials

Documents:

[15 DECEMBER 2015 CITY COUNCIL REGULAR MEETING AGENDA
PACKET.PDF](#)

[15 DECEMBER 2015 CITY COUNCIL REGULAR MEETING AGENDA.PDF](#)
[15 DECEMBER 2015 CLAIMS.PDF](#)



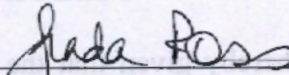
MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular meeting on Tuesday, December 15, 2015, at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville. The agenda shall be as follows:

1. Opening.
2. Call to the public limited to three minutes.
3. Rezone of 12.27 acres of property at approximately 550 South Knight's Way and 1000 West Smith Lane from A-1 (Light Agriculture) and R-A (Agricultural Residential) to R-1-LD (Residential Single Family Low Density) – Wright Development Group.
4. Tyler Meadows Subdivision preliminary plat at approximately 550 South Knight's Way and 1000 West Smith Lane, consisting of 24 lots on Knight's Way and a cul-de-sac street – Wright Development Group.
5. Kaysville Professional Complex Condominiums preliminary and final plat at 396 North 400 West, consisting of eight professional office condominium units – Kaysville Dental Arts Center, LLC.
6. Approval of Statewide Utility License Agreement with Utah Department of Transportation.
7. Approval of Franchise Agreement 2015 renewing the Comcast of Wasatch, Inc. Franchise for the construction and operation of a cable system within the City.
8. Adoption of Resolution rescinding Resolution Number 15-7-1 pertaining to a proposed Interlocal Cooperation Agreement between Kaysville City and Farmington City because Farmington City will not provide Justice Court services.
9. Amendment of Section 2-1-2, Corporate Seal, of Chapter 2-1, Corporate Name and Seal, of Title 2, City Government, of the Revised Ordinances of Kaysville City, 1993.
10. 2016 process for appointing Planning Commission Member.
11. Council Member reports.
12. Minutes.
13. Claims.
14. Calendar.
15. Adjournment.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at 801-546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 9, 2015.


Linda Ross, City Recorder

1. Opening
2. Call to the public limited to three minutes
3. Rezone of 12.27 acres of property at approximately 250 South Knight's Way and 1000 West Smith Lane from A-1 (Light Agriculture) and R-A (Agricultural Residential) to R-1-LD (Residential Single Family Low Density) - Wright Development Group
4. Tyler Meadows Subdivision preliminary plat at approximately 250 South Knight's Way and 1000 West Smith Lane, consisting of 24 lots on Knight's Way and a cul-de-sac street - Wright Development Group
5. Kaysville Professional Complex Condominiums preliminary and final plat at 390 North 400 West, consisting of eight professional office condominium units - Kaysville Dental Arts Center, LLC
6. Approval of statewide Utility License Agreement with Utah Department of Transportation
7. Approval of Franchise Agreement 2015 renewing the Comcast of Wasatch, Inc. Franchise for the construction and operation of a cable system within the City
8. Adoption of Resolution rescinding Resolution Number 15-7-1 pertaining to a proposed Interlocal Cooperation Agreement between Kaysville City and Farmington City because Farmington City will not provide Justice Court services
9. Amendment of Section 2-1-2, Corporate Seal, of Chapter 2-1, Corporate Name and Seal, of Title 2, City Government, of the Revised Ordinances of Kaysville City, 1993
10. 2016 process for appointing Planning Commission Member
11. Council Member reports
12. Minutes
13. Claims
14. Calendar
15. Adjournment



City Council Staff Report

Tyler Meadows Subdivision Rezone of 12.27 Acres of Property to R-1-LD and Preliminary Plat December 15, 2015

Applicant/Owner: Wright Development Group
Location: Approximately 550 South Knight's Way and 1000 West Smith Lane
Existing Zone: A-1 and R-A

Description:

This plat contains twenty-four lots with a cul-de-sac to the east and with Knights Way being extended through to Smith Lane. The lots vary in size from just over 13,000 square feet to over half an acre. The R-1-LD zone has been requested to accommodate these lot sizes. The R-1-LD zone allows up to two units per acre with a minimum lots size of 12,000 square feet. The set-back and frontage requirements are the same as for the R-1-20 zone. The density and lot size requirements of the R-1-LD zone appear to be met in the preliminary plat.

The Planning Commission reviewed other plats for these properties earlier this year and had concerns with those proposals. Since that time all properties involved have been put under contract by the Wright Development Group. This allows the parcels to be platted as a single subdivision and not as three separate projects, which provides more flexibility in the lot layout and seems to address many of the concerns from the previous proposals.

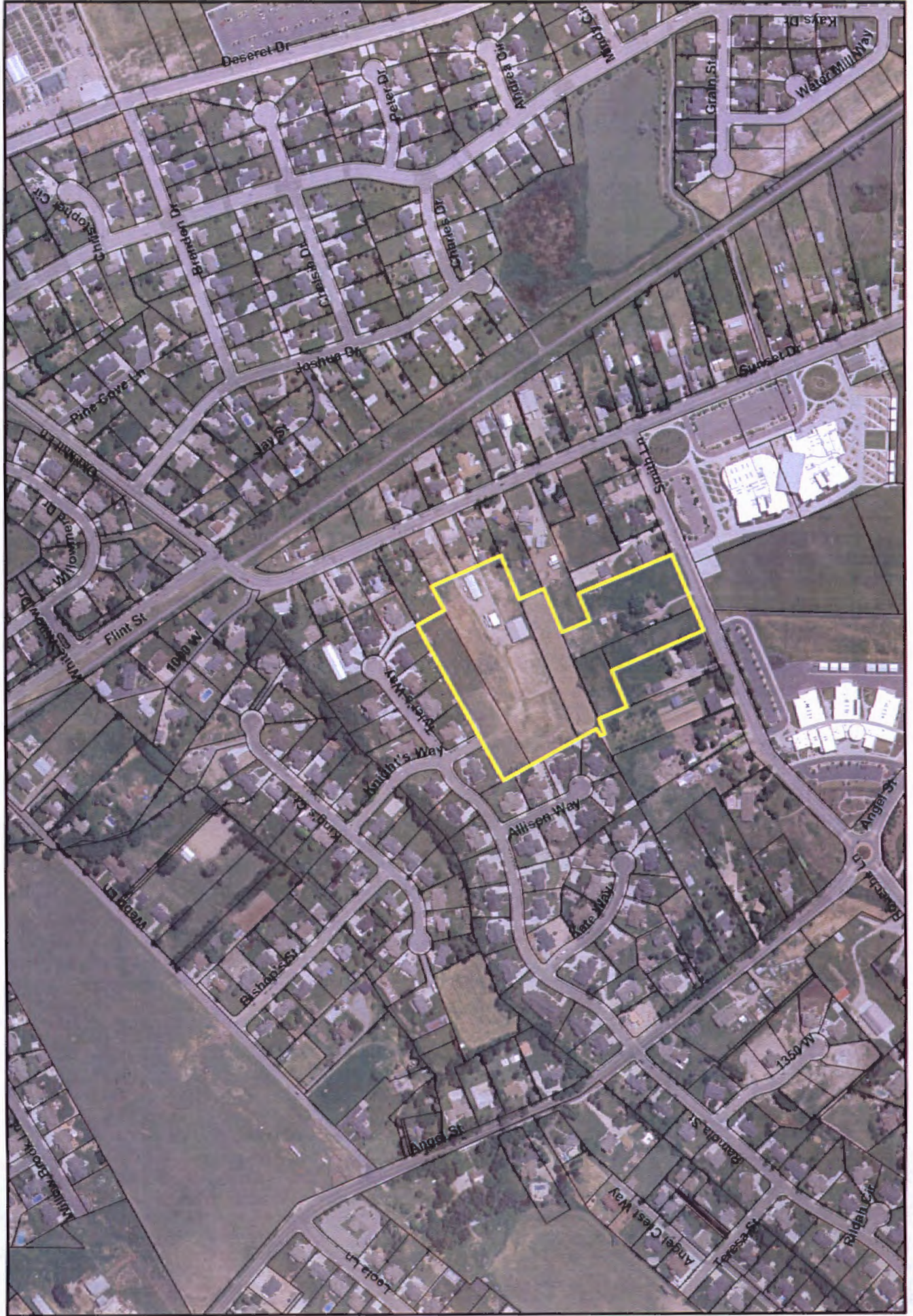
The Planning Commission held a public hearing where a some residents from the adjacent Tyler Estates Subdivision stated that this new proposal is acceptable to them but they have concerns with traffic and safety with the road being extended through to Smith Lane. It was suggested that some sort of traffic calming be included into the development plan.

Recommendation:

The Planning Commission unanimously recommended that the rezone from A-1 and R-A to R-1-LD be approved and that the preliminary plat for Tyler Meadows Subdivision also be approved with the condition that the traffic issues be studied appropriate measures be included with the final plat.

Attachment 1: Location Map
Attachment 2: Zoning Map
Attachment 3: Preliminary Plat

Tyler Meadows Subdivision



Tyler Meadows Subdivision





City Council Staff Report

Preliminary and Final Plat for the Kaysville Professional Complex Condominiums at 396 North 400 West. December 15, 2015

Applicant/Owner: Royce Bartholomew – Kaysville Dental Arts Center, LLC
Location: 396 North 400 West
Zone: GC (General Commercial)

Description:

The subject property is currently part of the Olde Shop Subdivision Phase D. As an existing subdivided lot in the general commercial zone, a professional office building is allowed as a permitted use. The Kaysville Dental Arts Center group has proposed a 2 story office structure that is going through the building permit process. The intended users desire separate ownership of the suites in the building which requires a condominium subdivision.

Subject to section 19-2-6 Condominium Projects – Subdivision, the applicant has prepared a subdivision plat and provided a copy of the condominium declaration or operating agreement. Staff has reviewed the provided documents and found that the site and building comply with applicable ordinances.

Recommendation:

The Planning Commission voted unanimously to forward a favorable recommendation to the City Council for approval of both the preliminary and final plat for the proposed condominium project.

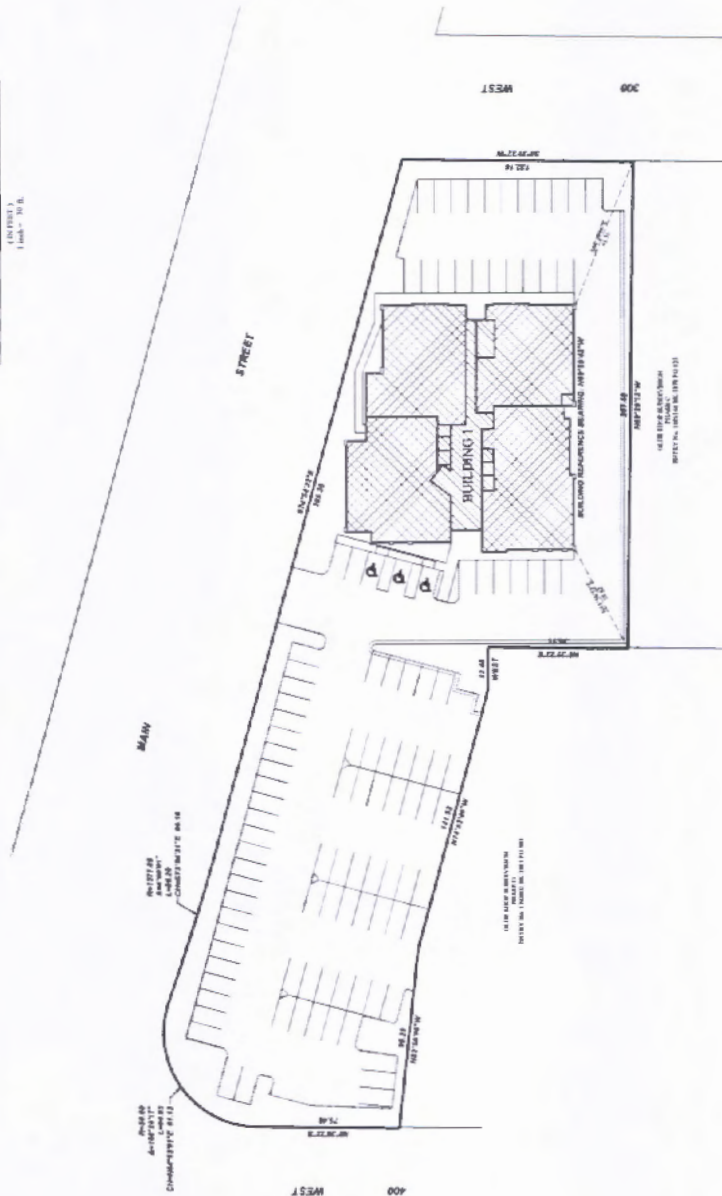
Attachment 1: Location Map
Attachments 2 & 3: Condominium Plat Sheets 1 and 2

396 North 400 West



[illegible]

VICINITY MAP

[illegible]

Donatella P. Carlucci
Professional Liability Supervisor
CNA Financial, Inc., 172678

ALL of Lot 7, ORDE SHOW SUBDIVISION PHASE D, according to the Official Plat thereof on file in the Office of the Davis County Recorder.

**OWNER'S CERTIFICATE, CONSENT TO RECORD,
CONVEYANCE OF UTILITY EASEMENTS AND
DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERIGNED COUSERS OF ALL OF THE PROPERTY DESCRIBED IN THE ABOVE-RECORDED CERTIFICATE HEREIN AND BEHOWN OR THEIR HEIR, DO HEREBY:

i. CERTIFY (A) THAT WE ARE THE SOLE OWNERS OF THE SIMPLE TITLE TO THE LAND SHOWN ON THIS RECORD OF SURVEY MAP, (B) THAT WE HAVE CAUSED A SURVEY OF THIS LAND DESCRIBED HEREIN TO BE MADE AND THIS RECORD OF SURVEY MAP, CONSISTING OF TWO (2) PAGES, TO BE PREPARED;

26. CONSENT TO THE RECOGNITION HEREOF WITH THE INTENTION THAT UPON SUCH RECOGNITION, AND THE CONCURRENT RECOGNITION OF THAT CERTAIN CONDOMINIUM DECLARATION FOR THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT SHALL APPLY TO THE PROPERTY DESCRIBED HEREIN.

3. CONVEY INTO THE RESPECTIVE PRIVATE UTILITY COMPANIES AND PUBLIC UTILITY AGENCIES PROVIDING THE UTILITY SERVICES IN QUESTION, THEIR SUCCESSORS AND ASSIGNS A PERPETUAL NON-EXCLUSIVE LICENSEMENT IN, THROUGH, ALONG AND UNDER ALL COMMON AREAS SHOWN HEREON.

WHICH ARE NOT COVERED BY BELONG, FOR THE CONSTRUCTION AND MAINTENANCE OF SUBURBAN ELECTRICAL, TELEPHONE, NATURAL GAS, CABLE TELEVISION, SEWER AND WATER LINES AND APPLIANCES. THEREBY SERVING THE PROJECT, TOGETHER WITH THE RIGHT TO ACCESS THERETO.

ON THE DAY OF AD. 23. PERSONALLY APPEARED
 SHOREMAN, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF
 DAVIES, IN SAID STATE OF UTAH,
 BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE
 OF , AND THAT HE IS

© 1997 American Psychological Association
0893-3200/97/\$12.00 DOI: 10.1037/0893-3200.11.3.325

SHEET 1 OF 2

RECORDED #

REACTIVE POWER AND CURRENT LIMITATION

ANALYSIS OF THE DIFFERENCE BETWEEN

DATE _____

8000

TEST CITY RECORD

ADMINISTRATIVE ATTORNEY

LAVENILLE CITY ENGINEER

STAIRMAN, PLANNING COMMISSION

MUNICIPAL AND WATER DISTRICT

1001

930

MAIN FLOOR

UPPER FLOOR

LEGEND

- | | | |
|--------------|-------------|----------------|
| | | |
| CYANACRYLATE | EPOXY RESIN | PHENOLIC RESIN |



BUILDING ELEVATION

NOTE:

- ALL CHARGES ARE BASED UPON POLICE VEHICLE HANDICAPING.
- ALL DEFENDERS WILL BE PAID AS USUAL WITH PROSECUTOR.
- YOU AT A \$1500.00 TO THE DEFENDANT DEFENDING PROSECUTOR.
- THE PROSECUTOR HAS NO PROCEEDING WITH YOU.
- ALL DEFENSES DIMINISHED AND RELEVANT AND NOT RECORDED.
- BURNING.

SHEET 2 OF 2

SHEET 2 OF 2
RECORDED #

STATE OF CALIFORNIA, COUNTY OF DAVIS
 I, the undersigned Judge of the Superior Court of
 said County, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said Court.

11.4.19 _____ 11.5.19 _____ 11.6.19 _____

104





City Council Staff Report

UDOT Statewide Utility License Agreement December 15, 2015

Description:

UDOT is asking all owners of utilities in UDOT right of ways to enter into this Utility License Agreement. This agreement sets the procedures for working in UDOT roads. The requirements in the agreement are essentially what we have been doing for many years, this agreement is meant to formalize those requirements.

Recommendation:

The agreement is currently being reviewed by legal counsel. Subject to that review, Staff recommends approval of the UDOT Statewide Utility License Agreement.

Attachment 1: Statewide Utility License Agreement

KAYSVILLE CITY CORPORATION
23 EAST CENTER STREET
KAYSVILLE, UT 84037

Federal ID No. 87-6000238

**STATEWIDE UTILITY LICENSE AGREEMENT
NONINTERSTATE**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT" and **KAYSVILLE CITY CORPORATION** a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

RECITALS:

WHEREAS, the parties desire to assist in expediting the approval of UDOT permits for operating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way; and

WHEREAS, this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of **UDOT**; and

WHEREAS, the parties desire that this agreement supersedes all previous utility license agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, **UDOT** agrees to promptly review any application for a permit that **CITY** files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7. **CITY** and **UDOT** agree to work together in good faith to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement.

Permit applications shall be presented to the appropriate **UDOT** Region/District Permits Office which shall have the authority to issue. All previous and future permits are subject to the requirements of R930-7. **UDOT** may apply special limitations for any work within the right of way. The issuance and approval of a permit enables the **CITY** to proceed with the work and permitted use in accordance with the terms of the permit.

(3) **RESERVATION AND SPECIAL PROVISIONS:** **UDOT** reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by **UDOT** may be incorporated into any permit issued after this agreement is executed.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. **UDOT's** inspection does not relieve the **CITY** of its responsibilities in meeting the permit conditions and **UDOT's** specifications. The **CITY** is responsible for **UDOT's** inspection costs.

(5) **COSTS:** The **CITY** shall pay the entire cost of the facilities installation.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until **UDOT** issues the permit and provides notice to proceed to the **CITY**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements and time period.

(7) **TRAFFIC CONTROL:** In addressing traffic control, the **CITY** shall conduct its construction and maintenance operations in compliance with **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The **CITY** shall submit in advance traffic control plans showing detours and signing operations to allow **UDOT** reasonable time to review the plans. The **CITY** shall not perform full or partial lane closure without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plans and permit conditions.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with R930-7, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) **EMERGENCY WORK:** Emergency work may be done without prior permit if imminent danger of loss of life or significant damage to property exists. In all emergency work situations, the **CITY** or its representative shall immediately contact **UDOT** on the first business day after the emergency and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) **MAINTENANCE:** The facilities shall at all times be maintained, repaired, constructed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of its obligations, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** for its cost.

(12) **LIABILITY:** Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with **UDOT** as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY** and **UDOT**, from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit.

The **CITY** shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the **CITY** and **UDOT** as additional insured's. Such insurance shall protect the **CITY** and **UDOT** from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed under this Permit by themselves, contractors subcontractors or anyone directly or indirectly employed by any of them from the **CITY's** operations under this Permit. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation

4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond, not less than \$10,000, will be set according to the permitted scope of work. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, its employees or representatives to restore to **UDOT** standards the sections of roadway not completed or damaged by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify, defend, and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: As part of the consideration for this agreement **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the state highway system provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure of the **CITY** to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the **CITY** a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** agrees to avoid such conflicts by placing its facilities in compliance with the required horizontal clearance, vertical clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages because of the failure of the facilities to meet the horizontal or vertical clearances. Any noncompliance to the above requirements may result in cancellation of the **CITY's** permit. If the noncompliant facilities need to be moved due to a **UDOT** project, the **CITY** must pay 100% of the relocation costs if the facilities were installed in violation of **UDOT's** required clearances. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

(19) MISCELLANEOUS:

- A. Any changes to this agreement must be in writing and signed by both parties.
- B. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this agreement, or by law, will not release either party from any obligations arising under this agreement.
- C. Each party represents that it has the authority to enter into this agreement.
- D. This agreement shall be governed by and construed in accordance with the laws of Utah. In the event of a dispute, the venue shall be the Third District Court, Salt Lake County, Utah.
- E. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

Approved by **KAYSVILLE CITY CORPORATION**

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____,

BY _____

NOTARY PUBLIC

By: _____
Signature

Date

Name (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Richard Manser, P.E.
UDOT Statewide Utilities Engineer

Date

COMPTROLLER'S OFFICE _____

By: _____
Cherise Young
UDOT Contract Administrator

Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.



Renewal of Comcast Franchise Agreement

Comcast has been providing cable services to Kaysville residents under a franchise agreement for many years. The agreement has expired and it is advisable that a new agreement be adopted.

KING & KING

Attorneys at Law

330 North Main Street

Kaysville, Utah 84037

(801) 543-2288

Fax (801) 543-2272

December 8, 2015

Mr. Dean Storey
Kaysville City
Finance Director
23 East Center Street
Kaysville, UT 84037

Re: Comcast Franchise Agreement

Dear Mr. Storey:

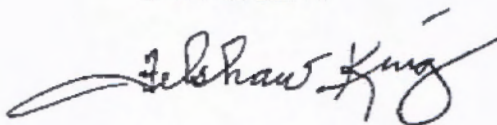
In accordance with our recent telephone conversations and communications with the Comcast representative we have reviewed the final version of "Franchise Agreement 2015" and find it to be in good order and to have incorporated all of the changes which you and I negotiated.

We have no legal reason why the City cannot enter into this final version of the Franchise Agreement.

Please let us know if you have any additional questions or concerns.

Very truly yours,

KING & KING



Felshaw King

FK:kk



FRANCHISE AGREEMENT

2015

This Franchise Agreement ("Franchise") is between the City of Kaysville, hereinafter referred to as the "Franchising Authority" and Comcast of Wasatch, Inc., hereinafter referred to as the "Grantee."

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- B. "Basic Cable" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- C. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- D. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- E. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- F. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- G. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license,

resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. "Franchising Authority" means Kaysville City, in the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. "Grantee" means Comcast of Wasatch, Inc., or the lawful successor, transferee, or assignee thereof.

J. "Gross Revenue" means all revenues of Grantee, as determined according to generally accepted accounting principles (GAAP) consistently applied, derived directly by the Grantee, arising from or attributable to operation of the Cable System to provide Cable Service in the Service Area.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee. Gross Revenues do not include revenue which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period. Gross Revenues also do not include refundable deposits, late fees, investment income, programming launch support payments, or advertising sales commissions.

K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System

M. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

O. “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee’s express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Authority Over Non-Cable Services. To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

2.3 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party is allowed to unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any future ordinance and this Franchise, the Franchise Agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and Franchising Authority ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.4 Equal Protection.

(A) Overview.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee

and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

(B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider ("VSP") as defined in Subsection (E) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

(C) No Written Agreement between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which other VSP's are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.4 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution

services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

3.5 Term. The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, in the opinion of the Franchising Authority, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and to the satisfaction of the Franchising Authority.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. In the event that Franchise Authority requests relocation efforts from Grantee for reasons not included in this paragraph, or for aesthetic reasons, then Franchise Authority agrees to pay all costs associated with relocation.

The Grantee shall in all cases have the right of abandonment of its property. Grantee shall, in the event of abandonment, remove all above ground abandoned property at Grantee's cost and expense within sixty (60) days after abandonment unless otherwise agreed to in writing by the parties.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System.

Nevertheless, nothing in this paragraph 3.5 shall authorize the Grantee to trim trees or other natural growth not located in the public way without the prior written consent of the owner of such trees or other natural growth.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground.

- A. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities or any entity providing video services are both aerial and underground, the Grantee shall consult with the City Engineering staff to determine whether the construction will be aerial or underground. In any event, Grantee shall continue to maintain any currently existing portion of the Cable System that is above ground within Franchising Authority's Service Area.
- B. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are above ground, the Grantee likewise may maintain its transmission and distribution facilities above ground.

3.8 Access to Open Trenches. The Franchising Authority agrees to notify the Grantee of the commencement of the platting process for any new subdivision. The Franchising Authority further agrees to notify a utility or developer who requests a permit for open trenching in a public right of way or utility easement that the utility or developer should give the Grantee at least ten (10) days advance written notice of the availability of the open trench. Grantee shall negotiate with developer for payment of reasonable costs for such access.

3.9 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/Non Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not

contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Non Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, including the Utah Governmental Immunity Act, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

3.16 Fees and Charges to Customers. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

3.17 Customer Bills and Privacy. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within forty-five (45) days after the

close of the last month of that quarter. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

C. Franchising Authority agrees that no additional fee outlined under Kaysville City Municipal Code 11-6-2 shall apply to the renewal of this Franchise Agreement.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a

transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5

Oversight and Regulation by Franchising Authority

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during nominal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the

Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

5.3 Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection and shall annually, or whenever such policies are changed or renewed, provide the Franchising Authority

with new Certificates upon written request from the Franchising Authority under the notice process outlined under Section 8.3 of this Agreement. In the event of written request, Grantee shall have thirty (30) days from the date of Grantee's receipt of said written request, to provide those policies to the Franchising Authority.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Hearing before Governing Body. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a hearing before the City Council. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its' intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Kaysville City
Attn: City Manager
23 East Center Street
Kaysville City, UT 84037

Kaysville City
Attn: Finance Director
23 East Center Street
Kaysville City, UT 84037

Kaysville City
Attn: City Attorney
330 North Main Street
Kaysville City, UT 84037

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable Communications
Attn: External Affairs / Government Affairs
9602 South 300 West,
Sandy, UT 84070

with a copy to:

Comcast Corporation
Legal Department
1701 John F Kennedy Blvd. Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. The effective date of this Franchise is the 15th day of December 2015 pursuant to the provisions of applicable law. This Franchise shall expire on the 15th day of December 2025 unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on the date first considered above.

KAYSVILLE CITY, a municipal corporation

Signature: _____
STEVE A. HIATT, Mayor

ATTEST:

Linda Ross
Kaysville City Recorder

Accepted this ____ day of January 2016, subject to applicable federal, state and local law.

Comcast of Wasatch, Inc.

Signature: _____

By: _____

Its: _____



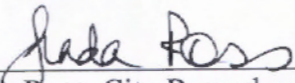
MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular meeting on Tuesday, December 15, 2015, at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville. The agenda shall be as follows:

1. Opening.
2. Call to the public limited to three minutes.
3. Rezone of 12.27 acres of property at approximately 550 South Knight's Way and 1000 West Smith Lane from A-1 (Light Agriculture) and R-A (Agricultural Residential) to R-1-LD (Residential Single Family Low Density) – Wright Development Group.
4. Tyler Meadows Subdivision preliminary plat at approximately 550 South Knight's Way and 1000 West Smith Lane, consisting of 24 lots on Knight's Way and a cul-de-sac street – Wright Development Group.
5. Kaysville Professional Complex Condominiums preliminary and final plat at 396 North 400 West, consisting of eight professional office condominium units – Kaysville Dental Arts Center, LLC.
6. Approval of Statewide Utility License Agreement with Utah Department of Transportation.
7. Approval of Franchise Agreement 2015 renewing the Comcast of Wasatch, Inc. Franchise for the construction and operation of a cable system within the City.
8. Adoption of Resolution rescinding Resolution Number 15-7-1 pertaining to a proposed Interlocal Cooperation Agreement between Kaysville City and Farmington City because Farmington City will not provide Justice Court services.
9. Amendment of Section 2-1-2, Corporate Seal, of Chapter 2-1, Corporate Name and Seal, of Title 2, City Government, of the Revised Ordinances of Kaysville City, 1993.
10. 2016 process for appointing Planning Commission Member.
11. Council Member reports.
12. Minutes.
13. Claims.
14. Calendar.
15. Adjournment.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at 801-546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on December 9, 2015.



Linda Ross, City Recorder

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
111								
111	AFLAC	110155	EMPLOYEE SUPPLEMENTAL IN	12/11/2015	471.02	.00		
	Total 111:				471.02	.00		
117								
117	ADVANCED INFO SYSTEMS	12709	UTILITY BILLS	12/11/2015	1,997.98	.00		
	Total 117:				1,997.98	.00		
119								
119	AIRGAS USA, LLC	9931860225	ARGON	11/30/2015	3.90	.00		
119	AIRGAS USA, LLC	9931860225	NITROGEN	11/30/2015	3.90	.00		
119	AIRGAS USA, LLC	9931861451	MEDICAL OXYGEN	11/30/2015	7.80	.00		
	Total 119:				15.60	.00		
138								
138	ALPHAGRAPHS	179689	VINYL BANNERS	10/26/2015	425.37	.00		
138	ALPHAGRAPHS	179912	COIL BINDING	11/05/2015	50.70	.00		
138	ALPHAGRAPHS	179985	COLORED PERFORATED PAPE	11/10/2015	904.50	.00		
	Total 138:				1,380.57	.00		
239								
239	ASPLUNDH TREE EXPERT CO	80Z65415	LABOR & EQUIPMENT	11/20/2015	4,904.00	.00		
239	ASPLUNDH TREE EXPERT CO	82F81915	LABOR & EQUIPMENT	11/27/2015	4,904.00	.00		
	Total 239:				9,808.00	.00		
320								
320	BATTERIES PLUS	356-293107	BATTERIES	10/16/2015	110.99	.00		
320	BATTERIES PLUS	356-293237	BATTERIES/POL DEPT	10/19/2015	186.75	.00		
	Total 320:				297.74	.00		
347								
347	BEV'S IMPORTS	12-15-15	FRAMING	12/15/2015	44.97	.00		
	Total 347:				44.97	.00		
400								
400	BOMAN KEMP	1056085	MATERIAL	11/02/2015	62.84	.00		
400	BOMAN KEMP	1056870	MATERIAL	11/10/2015	133.40	.00		
400	BOMAN KEMP	1058064	MATERIAL	11/20/2015	90.80	.00		
	Total 400:				287.04	.00		
460								
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/VETERANS	11/30/2015	831.04	.00		
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/LIGHT PARADE	11/30/2015	108.82	.00		
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/PW DEPT	11/30/2015	170.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/POWER DEPT	11/30/2015	170.00	.00		
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/ADMIN	11/30/2015	2.76	.00		
460	BOWMAN'S SUPERSTORE	11-30-15	SUPPLIES/COMM DEV	11/30/2015	2.77	.00		
Total 460:					1,285.39	.00		
468								
468	BRODY CHEMICAL COMPANY	397868	WINDSHIELD WASH	11/18/2015	324.39	.00		
Total 468:					324.39	.00		
478								
478	BURT BROS TIRE & SERVICE I	4-GS117824	TIRES & SPIN BALANCE	11/05/2015	283.12	.00		
Total 478:					283.12	.00		
510								
510	CARR PRINTING	63977	SERVICE DOOR KNOB HANGE	11/17/2015	470.00	.00		
510	CARR PRINTING	63979	NEWSLETTER	11/17/2015	769.26	.00		
Total 510:					1,239.26	.00		
516								
516	CDW GOVERNMENT, INC	BCD4429	COUPLERS	11/04/2015	16.16	.00		
516	CDW GOVERNMENT, INC	BCM4009	VSPHERE SOFTWARE	11/05/2015	1,120.00	.00		
516	CDW GOVERNMENT, INC	BCW3525	CABLES	11/09/2015	35.88	.00		
516	CDW GOVERNMENT, INC	BFT9174	USB HUB	11/17/2015	69.99	.00		
516	CDW GOVERNMENT, INC	BHJ9399	USB HUBS	11/24/2015	489.93	.00		
516	CDW GOVERNMENT, INC	BHP3127	USB HUBS	11/25/2015	699.90	.00		
Total 516:					2,431.86	.00		
519								
519	CENTRAL PARTS WAREHOUSE	333707A	MOTOR & SHIPPING	10/28/2015	384.77	.00		
Total 519:					384.77	.00		
520								
520	CENTRAL DAVIS SEWER DISTR	12-3-15	TREATMENT AND COLLECTION	12/03/2015	165,552.58	.00		
520	CENTRAL DAVIS SEWER DISTR	12-3-15	IMPACT FEES	12/03/2015	20,400.00	.00		
Total 520:					185,952.58	.00		
532								
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	3711/11-15	PHONE CHARGES	11/25/2015	9.88	.00		
532	CENTURYLINK	7271/11-15	PHONE CHARGES	11/25/2015	103.34	.00		
Total 532:					162.60	.00		
540								
540	CARQUEST AUTO PARTS	11-30-15	SHOP PARTS & SUPPLIES	11/30/2015	221.16	.00		
540	CARQUEST AUTO PARTS	11-30-15	SHOP PARTS & SUPPLIES	11/30/2015	506.30	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 540:					727.46	.00		
610								
610	CLIPPER PUBLISHING	29425	DISPLAY AD	11/30/2015	28.00	.00		
610	CLIPPER PUBLISHING	29500	LEGAL NOTICE	12/03/2015	86.92	.00		
610	CLIPPER PUBLISHING	29501	LEGAL NOTICE	12/03/2015	27.56	.00		
610	CLIPPER PUBLISHING	29502	LEGAL NOTICE	12/03/2015	28.62	.00		
Total 610:					171.10	.00		
620								
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	19.99	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	34.93	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	21.68	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	75.92	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	35.96	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	20.48	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	68.47	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	28.98	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	91.61	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	59.99	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	5.79	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	16.98	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	3.59	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	45.06	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	50.78	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	210.42	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	29.93	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	87.05	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	9.43	.00		
620	ACE HARDWARE	11-30-15	SUPPLIES, PARTS, MATERIAL/	11/30/2015	17.99	.00		
Total 620:					935.03	.00		
627								
627	COMCAST	11-25-15	MONTHLY CHARGES	11/25/2015	10.95	.00		
627	COMCAST	12-09-15	MONTHLY CHARGES	12/09/2015	21.92	.00		
Total 627:					32.87	.00		
635								
635	CONFAB INC.	48316	CONCRETE	11/06/2015	115.50	.00		
635	CONFAB INC.	48374	CONCRETE	11/17/2015	135.00	.00		
635	CONFAB INC.	48450	CONCRETE	11/30/2015	115.50	.00		
Total 635:					366.00	.00		
652								
652	CRAWFORD DOOR SALES CDC	27490	DOOR REPAIR, LABOR & SUPP	11/28/2015	237.50	.00		
Total 652:					237.50	.00		
760								
760	DAVIS & WEBER COUNTIES CA	12-3-15	CONNECTION FEES FOR NOVE	12/03/2015	91,852.23	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 760:					91,852.23	.00		
770								
770	DAVIS COUNTY GOVERNMENT	73861	ANIMAL CONTROL SERVICES	12/03/2015	3,921.88	.00		
770	DAVIS COUNTY GOVERNMENT	74095	GENERAL ELECTIONS	12/04/2015	6,929.01	.00		
Total 770:					10,850.89	.00		
822								
822	CHIEF GARRET ATKIN	12-3-15	MEMBERSHIP DUES	12/03/2015	100.00	.00		
Total 822:					100.00	.00		
837								
837	DAVIS COUNTY SHERIFF'S OFF	12-11-15	PARAMEDIC SERVICES	12/11/2015	1,578.80	.00		
Total 837:					1,578.80	.00		
847								
847	DAVIS HOSPITAL & MEDICAL C	301	WORK INJURY	07/14/2015	199.87	.00		
847	DAVIS HOSPITAL & MEDICAL C	450	WORK INJURY	07/14/2015	369.00	.00		
Total 847:					568.87	.00		
885								
885	DELL MARKETING L.P.	XJT39CF47	MONITOR & EQUIPMENT	10/07/2015	1,828.80	.00		
885	DELL MARKETING L.P.	XJT3DTMC1	POWER CORD	10/08/2015	10.00	.00		
885	DELL MARKETING L.P.	XJT3DW7P4	LAPTOPS	10/08/2015	1,980.00	.00		
885	DELL MARKETING L.P.	XJT3DWKW7	MONITOR SOUNDBAR	10/08/2015	500.00	.00		
885	DELL MARKETING L.P.	XJT3F4412	COMPUTER EQUIPMENT	10/08/2015	467.28	.00		
885	DELL MARKETING L.P.	XJT3RWTJ1	LAPTOPS	10/09/2015	1,918.64	.00		
885	DELL MARKETING L.P.	XJT41D8K2	DESKTOPS	10/09/2015	6,186.35	.00		
885	DELL MARKETING L.P.	XJT46J4D3	LAPTOPS	10/11/2015	5,644.36	.00		
885	DELL MARKETING L.P.	XJT4M84R7	TRANSCIVERS	10/13/2015	2,000.00	.00		
885	DELL MARKETING L.P.	XJT4M99W4	COMPUTER EQUIPMENT	10/13/2015	1,828.67	.00		
885	DELL MARKETING L.P.	XJT4XF764	LAPTOPS	10/14/2015	32,582.48	.00		
885	DELL MARKETING L.P.	XJT53CD99	LAPTOP PARTS	10/14/2015	2,985.08	.00		
885	DELL MARKETING L.P.	XJT561KW6	CONSOLE LICENSE	10/14/2015	79.05	.00		
885	DELL MARKETING L.P.	XJT56FFR4	SERVER	10/15/2015	17,524.33	.00		
885	DELL MARKETING L.P.	XJT5DJ1W8	CONFIGURATION OF DISKS	10/15/2015	611.93	.00		
885	DELL MARKETING L.P.	XJT641145	SERVER HARD DRIVES	10/19/2015	3,856.05	.00		
885	DELL MARKETING L.P.	XJT87CR52	CHROMBOX BASE	10/26/2015	957.00	.00		
885	DELL MARKETING L.P.	XJT9FJRD5	MONITOR	10/30/2015	172.49	.00		
Total 885:					81,112.71	.00		
901								
901	DEPARTMENT OF HEALTH	6EMS0000000	AMBULANCE INSPECTION	11/25/2015	130.00	.00		
Total 901:					130.00	.00		
929								
929	DIRECT FIRST AID & SAFETY	DFA400722	MEDICAL SUPPLIES/POWER D	11/20/2015	53.95	.00		
929	DIRECT FIRST AID & SAFETY	DFA400722	MEDICAL SUPPLIES/PARKS DE	11/20/2015	50.65	.00		
929	DIRECT FIRST AID & SAFETY	DFA400722	MEDICAL SUPPLIES/PW DEPT	11/20/2015	25.95	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 929:					130.55	.00		
1055								
1055	ESI ENGINEERING, INC.	112774	ENGINEERING FEES	12/09/2015	115.00	.00		
1055	ESI ENGINEERING, INC.	112789	ENGINEERING FEES	12/09/2015	460.00	.00		
Total 1055:					575.00	.00		
1073								
1073	FACTORY MOTOR PARTS CO	80-114179	ANTIFREEZE	11/16/2015	114.12	.00		
Total 1073:					114.12	.00		
1079								
1079	BENCHLAND WATER DISTRICT	12-11-15	SECONDARY WATER FEES	12/11/2015	3,230.00	.00		
Total 1079:					3,230.00	.00		
1148								
1148	FERGUSON WATERWORKS #1	0972909	PARTS & SUPPLIES	11/23/2015	3,167.63	.00		
1148	FERGUSON WATERWORKS #1	0973174	METER SUPPLIES	12/08/2015	2,472.01	.00		
Total 1148:					5,639.64	.00		
1150								
1150	UNION SECURITY INS	W5620790/1-1	QUARTERLY PREMIUM	12/14/2015	293.19	.00		
Total 1150:					293.19	.00		
1154								
1154	FRESH MARKET	12-1-15	SUPPLIES/POWER DEPT	12/01/2015	99.32	.00		
1154	FRESH MARKET	12-1-15	SUPPLIES/PUBLIC WORKS	12/01/2015	99.31	.00		
1154	FRESH MARKET	12-1-15	SUPPLIES/PARKS DEPT	12/01/2015	20.43	.00		
Total 1154:					219.06	.00		
1159								
1159	FRATERNAL ORDER OF POLIC	12-8-15	DUES	12/08/2015	630.00	.00		
Total 1159:					630.00	.00		
1161								
1161	G & T TOWING	0004177	TOWING SERVICE/POL DEPT	12/10/2015	77.00	.00		
Total 1161:					77.00	.00		
1205								
1205	NAPA AUTO PARTS	064149	SHOP TOOL	11/05/2015	5.05	.00		
1205	NAPA AUTO PARTS	065619	SHOP TOOLS	11/17/2015	27.48	.00		
1205	NAPA AUTO PARTS	065650	SHOP OIL & SUPPLIES	11/17/2015	283.38	.00		
1205	NAPA AUTO PARTS	065761	SHOP SUPPLIES	11/18/2015	24.87	.00		
Total 1205:					340.78	.00		
1212								
1212	GOLD STAR AWARDS & ENGRA	434316	DESK HOLDERS	11/30/2015	31.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1212	GOLD STAR AWARDS & ENGRA	434318	PLAQUES	12/01/2015	275.45	.00		
Total 1212:					306.95	.00		
1220								
1220	GRANNY ANNIE'S	12-14-15	MEAL FOR SNOWPLOWS	12/14/2015	111.48	.00		
Total 1220:					111.48	.00		
1224								
1224	GRANITE CONSTRUCTION CO	908263	ASPHALT	11/18/2015	433.40	.00		
1224	GRANITE CONSTRUCTION CO	908658	ASPHALT	11/19/2015	652.20	.00		
1224	GRANITE CONSTRUCTION CO	909505	ASPHALT	11/20/2015	396.88	.00		
1224	GRANITE CONSTRUCTION CO	917085	ASPHALT	12/08/2015	528.00	.00		
Total 1224:					2,020.48	.00		
1228								
1228	GREAT AMERICA FINANCIAL S	17934602	POSTAGE MACHINE RENTAL	11/26/2015	139.00	.00		
Total 1228:					139.00	.00		
1275								
1275	HACH COMPANY	9646918	CHLORINE TABLETS	10/29/2015	382.89	.00		
Total 1275:					382.89	.00		
1301								
1301	HANSEN, BRADSHAW, MALMR	10460	FINAL BILLING GN AUDIT	11/30/2015	800.00	.00		
Total 1301:					800.00	.00		
1306								
1306	HOLIDAY MOTOR COACH	18388	SKI PROGRAM TRANSPORTATI	12/05/2015	800.00	.00		
Total 1306:					800.00	.00		
1323								
1323	HD SUPPLY WATERWORKS, LT	E827103	REPAIR PARTS	11/20/2015	557.20	.00		
Total 1323:					557.20	.00		
1326								
1326	HENRY SCHEIN INC	24406492	AMBULANCE SUPPLIES	10/19/2015	986.30	.00		
1326	HENRY SCHEIN INC	24888211	AMBULANCE SUPPLIES	11/03/2015	59.69	.00		
1326	HENRY SCHEIN INC	24908824	AMBULANCE SUPPLIES	11/04/2015	85.92	.00		
1326	HENRY SCHEIN INC	24998837	AMBULANCE SUPPLIES	11/06/2015	79.00	.00		
1326	HENRY SCHEIN INC	25055453	AMBULANCE SUPPLIES	11/09/2015	799.10	.00		
1326	HENRY SCHEIN INC	25194358	AMBULANCE SUPPLIES	11/12/2015	295.20	.00		
Total 1326:					2,305.21	.00		
1402								
1402	HOLT CLEANING SUPPLY	15714	CLEANING SUPPLIES	10/13/2015	550.26	.00		
1402	HOLT CLEANING SUPPLY	15804	CLEANING SUPPLIES	12/01/2015	308.66	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1402:					858.92	.00		
1404								
1404	HOME DEPOT CREDIT SERVIC	1023391	SUPPLIES/PUBLIC WORKS	10/30/2015	93.11	.00		
Total 1404:					93.11	.00		
1406								
1406	HOSE & RUBBER SUPPLY	507385-001	HOSE CLAMPS	11/05/2015	34.30	.00		
Total 1406:					34.30	.00		
1413								
1413	HYDRAULIC CONTROLS INC	H34704-001	SNOW PLOW REPAIR	11/13/2015	978.17	.00		
Total 1413:					978.17	.00		
1434								
1434	IBS, INC.	601811-1	SHOP SUPPLIES & FREIGHT	11/04/2015	191.98	.00		
Total 1434:					191.98	.00		
1560								
1560	IRIS MEDICAL INC.	10-31-15	AMBULANCE BILLING SERVICE	10/31/2015	2,495.77	.00		
Total 1560:					2,495.77	.00		
1605								
1605	JACK B PARSON COMPANIES	3932384	WASHED ROCK	11/03/2015	367.20	.00		
1605	JACK B PARSON COMPANIES	3940591	READY MIX	11/17/2015	405.00	.00		
1605	JACK B PARSON COMPANIES	3946271	READY MIX	11/23/2015	677.00	.00		
1605	JACK B PARSON COMPANIES	3948117	ASPHALT	11/24/2015	512.33	.00		
Total 1605:					1,961.53	.00		
1614								
1614	JCOMM CORPORATION	7084	BATTERY/POLICE DEPT	12/07/2015	370.50	.00		
Total 1614:					370.50	.00		
1621								
1621	J&J NURSERY & GARDEN CEN	402768	FALL WINTERIZER	11/20/2015	1,890.00	.00		
Total 1621:					1,890.00	.00		
1626								
1626	JOHNSON HYDRAULICS, INC.	28964	DUMP CYLINDER REPAIR	11/02/2015	1,061.87	.00		
1626	JOHNSON HYDRAULICS, INC.	29037	CYLINDER & FREIGHT	11/17/2015	2,519.95	.00		
Total 1626:					3,581.82	.00		
1628								
1628	JRCA ARCHITECTS, INC	14037-08	PROFESSIONAL SERVICES RE	12/01/2015	13,154.00	.00		
Total 1628:					13,154.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1796								
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/ADMIN	11/23/2015	10.68	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/ADMIN	11/23/2015	13.34	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/ADMIN	11/23/2015	2.67	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/COMM DEVELOPMENT	11/23/2015	19.83	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/COMM DEVELOPMENT	11/23/2015	29.75	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/POLICE	11/23/2015	569.53	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/FIRE	11/23/2015	175.48	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/FIRE	11/23/2015	263.22	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PUBLIC WORKS	11/23/2015	524.20	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PUBLIC WORKS	11/23/2015	314.52	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PUBLIC WORKS	11/23/2015	209.68	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PARKS & REC	11/23/2015	652.22	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PARKS & REC	11/23/2015	238.62	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/PARKS & REC	11/23/2015	18.78	.00		
1796	KELLERSTRASS ENTERPRISES	249425	FUEL/POWER	11/23/2015	547.03	.00		
1796	KELLERSTRASS ENTERPRISES	748991	SHOP OIL	11/06/2015	1,373.58	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/ADMIN	11/06/2015	10.12	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/ADMIN	11/06/2015	12.65	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/ADMIN	11/06/2015	2.53	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/COMM DEVELOPMENT	11/06/2015	18.81	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/COMM DEVELOPMENT	11/06/2015	28.20	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/POLICE	11/06/2015	540.30	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/FIRE	11/06/2015	98.56	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/FIRE	11/06/2015	147.83	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PUBLIC WORKS	11/06/2015	352.46	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PUBLIC WORKS	11/06/2015	211.48	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PUBLIC WORKS	11/06/2015	140.98	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PARKS & REC	11/06/2015	550.64	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PARKS & REC	11/06/2015	180.98	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/PARKS & REC	11/06/2015	17.82	.00		
1796	KELLERSTRASS ENTERPRISES	749159	FUEL/POWER	11/06/2015	395.40	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/ADMIN	11/13/2015	9.62	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/ADMIN	11/13/2015	12.03	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/ADMIN	11/13/2015	2.41	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/COMM DEVELOPMENT	11/13/2015	17.88	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/COMM DEVELOPMENT	11/13/2015	26.83	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/POLICE	11/13/2015	513.59	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/FIRE	11/13/2015	76.16	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/FIRE	11/13/2015	114.23	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PUBLIC WORKS	11/13/2015	297.66	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PUBLIC WORKS	11/13/2015	178.59	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PUBLIC WORKS	11/13/2015	119.06	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PARKS & REC	11/13/2015	505.85	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PARKS & REC	11/13/2015	160.32	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/PARKS & REC	11/13/2015	16.94	.00		
1796	KELLERSTRASS ENTERPRISES	750362	FUEL/POWER	11/13/2015	343.92	.00		
Total 1796:					10,066.98	.00		
1830								
1830	KING & KING	904,905	LEGAL SERVICES	12/03/2015	2,020.00	.00		
1830	KING & KING	904,905	LEGAL SERVICES	12/03/2015	5,625.00	.00		
1830	KING & KING	904,905	LEGAL SERVICES	12/03/2015	275.00	.00		
1830	KING & KING	904,905	LEGAL SERVICES	12/03/2015	1,000.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1830:					8,920.00	.00		
1857								
1857	LAKEVIEW ROCK PRODUCTS, I	333972	GRAVEL	11/20/2015	359.70	.00		
1857	LAKEVIEW ROCK PRODUCTS, I	333973	GRAVEL	11/20/2015	545.86	.00		
Total 1857:					905.56	.00		
1861								
1861	L.N. CURTIS & SONS	3164983-00	FIRE BOOTS	11/24/2015	374.00	.00		
Total 1861:					374.00	.00		
1887								
1887	LAYTON CITY CORPORATION	12-3-15	SEWER CONNECTIONS	12/03/2015	493.35	.00		
Total 1887:					493.35	.00		
1916								
1916	LES SCHWAB TIRE CENTER	52500121631	TIRES & WHEEL SPIN BALANC	11/06/2015	1,000.76	.00		
1916	LES SCHWAB TIRE CENTER	52500123716	DISMOUNT & MOUNT	11/24/2015	40.00	.00		
Total 1916:					1,040.76	.00		
2043								
2043	MICHAEL D. MURPHY	11-18-15	PUBLIC DEFENDER SERVICES	11/18/2015	562.50	.00		
2043	MICHAEL D. MURPHY	12-9-15	PUBLIC DEFENDER SERVICES	12/09/2015	312.50	.00		
Total 2043:					875.00	.00		
2080								
2080	MODEL LINEN SUPPLY	SO493522	EMPLOYEE CLOTHING	12/04/2015	136.00	.00		
2080	MODEL LINEN SUPPLY	SO493522	EMPLOYEE CLOTHING	12/04/2015	327.25	.00		
2080	MODEL LINEN SUPPLY	SO493522	EMPLOYEE CLOTHING	12/04/2015	129.44	.00		
2080	MODEL LINEN SUPPLY	SO493522	EMPLOYEE CLOTHING	12/04/2015	320.50	.00		
Total 2080:					913.19	.00		
2085								
2085	MODERN DISPLAY	714459	HOLIDAY LIGHTS	10/20/2015	1,067.00	.00		
2085	MODERN DISPLAY	716100	HOLIDAY LIGHTS	10/28/2015	67.00	.00		
2085	MODERN DISPLAY	716101	HOLIDAY LIGHTS	10/28/2015	1.00	.00		
Total 2085:					1,135.00	.00		
2112								
2112	MORGAN PAVEMENT	J003719	STRIPING PARKING ZONE STA	12/14/2015	250.00	.00		
Total 2112:					250.00	.00		
2154								
2154	MOUNTAIN VALLEY MECHANIC	NOV1515	PREVENTATIVE MAINTENANCE	11/25/2015	258.00	.00		
Total 2154:					258.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2156								
2156	MOUNTAIN STATES SUPPLY	S101613216.0	VALVE BOX RISERS	11/04/2015	247.14	.00		
2156	MOUNTAIN STATES SUPPLY	S101629061.0	PARTS & SUPPLIES	11/18/2015	1,037.55	.00		
2156	MOUNTAIN STATES SUPPLY	S101633669.0	PARTS	11/23/2015	46.78	.00		
Total 2156:					1,331.47	.00		
2181								
2181	NFPA	331952	MEMBERSHIP RENEWAL	11/30/2015	175.00	.00		
Total 2181:					175.00	.00		
2234								
2234	NORCO, INC	17219550	MEDICAL OXYGEN/FIRE DEPT	11/10/2015	35.57	.00		
2234	NORCO, INC	17309069	MEDICAL OXYGEN/FIRE DEPT	11/24/2015	55.17	.00		
Total 2234:					90.74	.00		
2260								
2260	NORTH DAVIS SEWER DIST.	12-3-15	TREATMENT	12/03/2015	52,554.50	.00		
Total 2260:					52,554.50	.00		
2261								
2261	NORTHERN POWER EQUIPME	48034	ELECTRICAL SUPPLIES	11/30/2015	4,788.00	.00		
2261	NORTHERN POWER EQUIPME	48035	ELECTRICAL SUPPLIES	11/30/2015	387.00	.00		
2261	NORTHERN POWER EQUIPME	48036	ELECTRICAL SUPPLIES	11/30/2015	245.20	.00		
Total 2261:					5,420.20	.00		
2270								
2270	OFFICE DEPOT	802946573002	OFFICE SUPPLIES	12/02/2015	4.23	.00		
2270	OFFICE DEPOT	809651544001	OFFICE SUPPLIES	12/01/2015	3.45	.00		
2270	OFFICE DEPOT	809651544001	OFFICE SUPPLIES	12/01/2015	3.25	.00		
2270	OFFICE DEPOT	809651544001	OFFICE SUPPLIES	12/01/2015	3.25	.00		
2270	OFFICE DEPOT	809651544001	OFFICE SUPPLIES	12/01/2015	3.25	.00		
2270	OFFICE DEPOT	809651544001	OFFICE SUPPLIES	12/01/2015	3.25	.00		
2270	OFFICE DEPOT	810383528001	OFFICE SUPPLIES/ADMIN	12/07/2005	13.54	.00		
2270	OFFICE DEPOT	810383873001	OFFICE SUPPLIES/ADMIN	12/07/2015	9.52	.00		
Total 2270:					43.74	.00		
2274								
2274	OFFICE PRODUCTS DEALER	693720-0	OFFICE SUPPLIES/POL DEPT	12/02/2015	102.88	.00		
2274	OFFICE PRODUCTS DEALER	694879-0	OFFICE SUPPLIES/POL DEPT	12/10/2015	180.79	.00		
Total 2274:					283.67	.00		
2336								
2336	OPTICARE OF UTAH	000075366	VISION PREMIUM	12/04/2015	93.69	.00		
Total 2336:					93.69	.00		
2455								
2455	KENTON PIES	12-7-15	EXPENSE REIMBURSEMENT	12/07/2015	47.90	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2455:					47.90	.00		
2477								
2477	POSTMASTER	12-11-15	POSTAGE FOR DELINQUENT N	12/11/2015	319.76	319.76	12/11/2015	
Total 2477:					319.76	319.76		
2480								
2480	PROFESSIONAL SALES & SERV	25630	REPAIR PARTS	11/20/2015	284.79	.00		
2480	PROFESSIONAL SALES & SERV	25631	LIGHTS	11/20/2015	14.29	.00		
Total 2480:					299.08	.00		
2494								
2494	PROFESSIONAL ANSWERING S	14469	ANSWERING SERVICE MO FEE/	12/01/2015	120.00	.00		
2494	PROFESSIONAL ANSWERING S	14470	ANSWERING SERVICE MO FEE/	12/01/2015	120.00	.00		
Total 2494:					240.00	.00		
2500								
2500	QUILL CORPORATION	1003670	OFFICE SUPPLIES/ADMIN	11/30/2015	79.79	.00		
2500	QUILL CORPORATION	1012713	OFFICE SUPPLIES/ADMIN	12/01/2015	13.65	.00		
2500	QUILL CORPORATION	1109226	OFFICE SUPPLIES/ADMIN	12/03/2015	8.17	.00		
2500	QUILL CORPORATION	8860123	OFFICE SUPPLIES/ADMIN	10/20/2015	153.08	.00		
2500	QUILL CORPORATION	8863174	OFFICE SUPPLIES/ADMIN	10/20/2015	14.99	.00		
2500	QUILL CORPORATION	8904488	PAPER	10/22/2015	21.99	.00		
2500	QUILL CORPORATION	9020769	OFFICE SUPPLIES/ADMIN	10/26/2015	17.98	.00		
2500	QUILL CORPORATION	9031851	OFFICE SUPPLIES/ADMIN	10/26/2015	26.38	.00		
2500	QUILL CORPORATION	9038035	ENVELOPES	10/26/2015	10.99	.00		
2500	QUILL CORPORATION	9274185	OFFICE SUPPLIES/ADMIN	11/03/2015	6.99	.00		
2500	QUILL CORPORATION	9329024	COIN WRAPPERS	11/05/2015	22.02	.00		
2500	QUILL CORPORATION	9839433	PAPER & OFFICE SUPPLIES/AD	11/20/2015	198.92	.00		
2500	QUILL CORPORATION	9929668	ENVELOPES	11/24/2015	27.97	.00		
Total 2500:					602.92	.00		
2503								
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	21.10	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	21.10	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	147.72	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	63.31	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	84.41	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	590.88	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	168.82	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	105.51	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	42.21	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	126.62	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	105.51	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	126.62	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	42.21	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	105.51	.00		
2503	CENTURYLINK	1358461792	PHONE CHARGES	11/19/2015	126.62	.00		
Total 2503:					1,878.15	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2626								
2626	ROBERT W. SPEIRS PLUMBING	1 ROBERT SP	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
Total 2626:					1,500.00	.00		
2637								
2637	ROBINSON WASTE SERVICES	12-3-15	SANITATION COLLECTION CON	12/03/2015	34,860.80	.00		
2637	ROBINSON WASTE SERVICES	12-3-15	RECYCLE COLLECTION CONTR	12/03/2015	17,136.10	.00		
2637	ROBINSON WASTE SERVICES	12-3-15	GREEN RECYCLE COLLECTION	12/03/2015	14,058.75	.00		
2637	ROBINSON WASTE SERVICES	228719	CONTAINERS REMOVAL	11/30/2015	381.72	.00		
2637	ROBINSON WASTE SERVICES	229367	CONTAINER SERVICE	11/30/2015	965.00	.00		
Total 2637:					67,402.47	.00		
2644								
2644	RMT EQUIPMENT	T25288	TIRES	11/03/2015	269.88	.00		
2644	RMT EQUIPMENT	T25359	GAS ADDITIVE	11/04/2015	102.13	.00		
2644	RMT EQUIPMENT	T25498	GAS ADDITIVE	11/06/2015	32.36	.00		
2644	RMT EQUIPMENT	T25587	SNOW SCRAPER BARS & SKID	11/09/2015	342.64	.00		
2644	RMT EQUIPMENT	T25628	CLUTCH PARTS & SHIPPING	11/10/2015	318.45	.00		
2644	RMT EQUIPMENT	T25789	PARTS & SUPPLIES	11/13/2015	311.03	.00		
Total 2644:					1,376.49	.00		
2789								
2789	SIRCHIE FINGERPRINT LAB	0232380-IN	DRUG TESTING KITS/POLICE D	11/30/2015	198.68	.00		
Total 2789:					198.68	.00		
2800								
2800	SLIPPERY ROCK CONSTRUCT	1294	STORM DRAIN N CHAMPION LN	12/11/2015	9,950.00	.00		
2800	SLIPPERY ROCK CONSTRUCT	1296	SNOW REMOVAL PARK & RIDE	12/15/2015	400.00	.00		
Total 2800:					10,350.00	.00		
2802								
2802	SMASH ATHLETICS, INC	9489	BASKETBALL JERSEYS	12/07/2015	774.70	.00		
2802	SMASH ATHLETICS, INC	9490	BASKETBALL JERSEYS	12/07/2015	1,199.78	.00		
Total 2802:					1,974.48	.00		
2810								
2810	SIX STATES DISTRIBUTORS IN	03 377701	REMOTE CONTROL	11/17/2015	114.51	.00		
2810	SIX STATES DISTRIBUTORS IN	72 079101	RVC CABLES	11/09/2015	365.91	.00		
Total 2810:					480.42	.00		
2835								
2835	SPORTSPLEX	31242319	EMPLOYEE DEDUCTION/FEES	12/02/2015	301.95	.00		
Total 2835:					301.95	.00		
2880								
2880	STAKER & PARSON COMPANIE	12-11-15	2010 ST IMPROVEMENT	12/11/2015	12,585.71	.00		
Total 2880:					12,585.71	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2888								
2888	STANDARD EXAMINER	1115164091	REQUEST FOR PROPOSAL	11/30/2015	117.25	.00		
Total 2888:					117.25	.00		
2894								
2894	STAPLES ADVANTAGE	8036880563	OFFICE SUPPLIES/COMMUNIT	11/17/2015	7.21	.00		
2894	STAPLES ADVANTAGE	8037137159	OFFICE SUPPLIES/COMMUNIT	12/09/2015	54.23	.00		
Total 2894:					61.44	.00		
2909								
2909	STATE INDUSTRIAL PRODUCT	97566361	CLEANERS/FIRE DEPT	11/30/2015	301.82	.00		
Total 2909:					301.82	.00		
2960								
2960	STONE SECURITY, LLC	28427	LICENSES FOR SECURITY CAM	12/02/2015	2,509.00	.00		
Total 2960:					2,509.00	.00		
2981								
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	491.66	.00		
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	480.00	.00		
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	480.00	.00		
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	145.00	.00		
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	415.00	.00		
2981	TECSERV, INC	12306	MONTHLY SERVICE CONTRAC	11/01/2015	415.00	.00		
Total 2981:					2,426.66	.00		
3094								
3094	TREES, INC	82L65215	LABOR & EQUIPMENT/POWER	12/04/2015	2,532.76	.00		
3094	TREES, INC	82W67215	LABOR & EQUIPMENT/POWER	12/11/2015	4,404.80	.00		
Total 3094:					6,937.56	.00		
3116								
3116	UNITED WAY OF SALT LAKE	12-8-15	EMPLOYEE CONTRIBUTIONS	12/08/2015	4.00	.00		
Total 3116:					4.00	.00		
3118								
3118	UNITED LABORATORIES	INV138309	CLEANER	11/18/2015	230.82	.00		
Total 3118:					230.82	.00		
3140								
3140	SPOK, INC	Y3758196L	PAGER SERVICE/PARKS	11/30/2015	12.21	.00		
3140	SPOK, INC	Y3758196L	PAGER SERVICE/POWER	11/30/2015	3.03	.00		
Total 3140:					15.24	.00		
3142								
3142	UNIFIRST CORPORATION	356 1752298	SHOP SUPPLIES	11/17/2015	95.12	.00		
3142	UNIFIRST CORPORATION	356 1754242	SHOP SUPPLIES	11/24/2015	95.12	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 3142:					190.24	.00		
3174								
3174	US POSTMASTER	121780	POSTAGE FOR UTILITY BILLS	12/04/2015	3,500.00	.00		
Total 3174:					3,500.00	.00		
3249								
3249	UT DEPT WORKFORCE SERVIC	12-1-15	REIMBURSABLE CHARGES	12/01/2015	754.65	.00		
3249	UT DEPT WORKFORCE SERVIC	12-1-15	REIMBURSABLE CHARGES	12/01/2015	1,946.00	.00		
Total 3249:					2,700.65	.00		
3399								
3399	VALLEY GLASS	108035716	WINDSHIELD	11/13/2015	213.00	.00		
Total 3399:					213.00	.00		
3494								
3494	WASATCH INTEGRATED	12-3-15	SOLID WASTE DISPOSAL	12/03/2015	50,679.20	.00		
3494	WASATCH INTEGRATED	12-3-15	GREEN WASTE DISPOSAL	12/03/2015	7,498.00	.00		
3494	WASATCH INTEGRATED	INV26048	SOLID WASTE DISPOSAL	11/30/2015	1,853.10	.00		
Total 3494:					60,030.30	.00		
3495								
3495	WASATCH TRAILER SALES, IN	60976	BALL MOUNT & MOUNTING KIT	12/04/2015	129.94	.00		
Total 3495:					129.94	.00		
3499								
3499	WASATCH BARRICADE L.L.C.	W0038127	EQUIPMENT RENTAL & LABOR	11/28/2015	468.85	.00		
Total 3499:					468.85	.00		
3505								
3505	WASATCH FRONT SPORTS OF	10000	FLAG FOOTBALL FEES	12/07/2015	184.00	.00		
Total 3505:					184.00	.00		
3540								
3540	WEBER BASIN WATER CONSE	0042162-IN	COLIFORM E COLI SAMPLES	12/09/2015	24.00	.00		
Total 3540:					24.00	.00		
3551								
3551	WESTERN METAL INDUSTRIES	WM6325	FRAME & GRATE	12/03/2015	588.00	.00		
Total 3551:					588.00	.00		
3620								
3620	WINZER CORPORATION	5464572	UTILITY MARKER SAFETY RED	11/05/2015	579.00	.00		
3620	WINZER CORPORATION	5466319	SHOP SUPPLIES	11/09/2015	90.14	.00		
Total 3620:					669.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3647								
3647	YARBROUGH CONSTRUCTION	840	CONCRETE TRANSFORMER PA	02/18/2015	875.00	.00		
3647	YARBROUGH CONSTRUCTION	910	HANDICAPPED PARKING STAL	12/02/2015	5,274.00	.00		
3647	YARBROUGH CONSTRUCTION	915	STORM DRAIN MANHOLE LID	12/15/2015	575.00	.00		
Total 3647:					6,724.00	.00		
3740								
3740	SANDEE'S SOIL & ROCK PROD	5052	DECORATIVE RIVER ROCK	12/03/2015	1,035.00	.00		
3740	SANDEE'S SOIL & ROCK PROD	5056	DECORATIVE RIVER ROCK	12/08/2015	445.00	.00		
Total 3740:					1,480.00	.00		
3755								
3755	FAIRFIELD VETERINARY HOSPI	235878	BOARDING SERVICES/POLICE	11/28/2015	54.00	.00		
Total 3755:					54.00	.00		
3825								
3825	MUNICIPAL EMERGENCY SERV	00690294_SN	EMBROIDER LOGO/FIRE DEPT	11/20/2015	58.15	.00		
3825	MUNICIPAL EMERGENCY SERV	00690766_SN	EMBROIDER LOGO/FIRE DEPT	11/23/2015	102.91	.00		
Total 3825:					161.06	.00		
3846								
3846	CHILD SUPPORT SERVICES	12-9-15	RECOVERY SERVICES	12/09/2015	924.85	.00		
Total 3846:					924.85	.00		
4005								
4005	PREMIER VEHICLE INSTALLATI	19717	MIC & CAMERA CABLES	12/10/2015	160.00	.00		
Total 4005:					160.00	.00		
4007								
4007	OCCUPATIONAL HEALTH CARE	70989	DRUG TESTING	12/08/2015	155.00	.00		
Total 4007:					155.00	.00		
4023								
4023	UTAH ATTORNEY GENERAL	12-9-15	GARNISHMENT	12/09/2015	200.00	.00		
Total 4023:					200.00	.00		
4031								
4031	TYNDALE COMPANY, INC	1000383	CLOTHING/POWER	12/10/2015	612.95	.00		
Total 4031:					612.95	.00		
4100								
4100	INTERMOUNTAIN WORKMED	LA2751162	PHYSICAL EXAMS	12/01/2015	260.00	.00		
Total 4100:					260.00	.00		
4384								
4384	KATIE NELSON	53960	RECREATION REFUND	12/03/2015	45.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 4384:					45.00	.00		
4889								
4889	NORMAN FROST	31 COTTAGES	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
4889	NORMAN FROST	49 COTTAGES	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
Total 4889:					3,000.00	.00		
5083								
5083	IWORQ SYSTEMS	7333	INTERNET STORM WA SOFTW	11/17/2015	1,950.00	.00		
Total 5083:					1,950.00	.00		
5158								
5158	JBM SALES & SERVICE	6637	POSTAGE METER REPAIR	12/03/2015	248.00	.00		
Total 5158:					248.00	.00		
5192								
5192	UCS WIRELESS	72346	RADIOS, BATTERIES & CHARG	12/02/2015	2,150.00	.00		
5192	UCS WIRELESS	72346	RADIOS, BATTERIES & CHARG	12/02/2015	2,150.00	.00		
5192	UCS WIRELESS	72346	RADIOS, BATTERIES & CHARG	12/02/2015	2,150.00	.00		
Total 5192:					6,450.00	.00		
5284								
5284	MERRILL & ABRAHAM	12-9-15	GARNISHMENT	12/09/2015	429.29	.00		
Total 5284:					429.29	.00		
5295								
5295	COMPLETE LANDSCAPES LLC	1267/2	LANDSCAPING ON MAIN & 50	10/26/2015	7,275.00	7,275.00	12/04/2015	
Total 5295:					7,275.00	7,275.00		
5320								
5320	PROFESSIONAL SYSTEMS TEC	15215	SERVICE CALL & REPAIR	11/20/2015	265.00	.00		
Total 5320:					265.00	.00		
5324								
5324	TYESE WILLIAMS	12-7-15	EXPENSE REIMBURSEMENT	12/07/2015	8.02	.00		
Total 5324:					8.02	.00		
5328								
5328	NETMOTION WIRELESS, INC	10028927	MOBILITY SOFTWARE LICENS	12/07/2015	317.64	.00		
5328	NETMOTION WIRELESS, INC	10028927	MOBILITY SOFTWARE LICENS	12/07/2015	1,270.56	.00		
Total 5328:					1,588.20	.00		
5331								
5331	GOLDEN LAND MANAGEMENT	12-11-15	RELEASE OF IMPROVEMENT S	12/11/2015	82,618.00	.00		
5331	GOLDEN LAND MANAGEMENT	12-11-15	RELEASE OF IMPROVEMENT S	12/11/2015	56,733.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 5331:					139,351.00	.00		
5332								
5332	JESUS BURROLA	12-12-15	OUTDOOR SPEAKERS	12/12/2015	300.00	.00		
Total 5332:					300.00	.00		
5333								
5333	B. JACKSON CONSTRUCTION &	B-19217	PARKING LOT PAVING	09/14/2015	12,187.01	.00		
Total 5333:					12,187.01	.00		
5334								
5334	TRAVIS PUGMIRE	12-15-15	BUSINESS LICENSE REFUND	12/15/2015	50.00	.00		
Total 5334:					50.00	.00		
5570								
5570	DAVIS EDUCATION FOUNDATI	11-29-15	DAVIS HIGH ATHLETICS DONA	11/29/2015	50.00	.00		
Total 5570:					50.00	.00		
6162								
6162	LAUREL BARTON	013928	UTILITY OVERPAYMENT REFU	11/28/2015	66.57	.00		
Total 6162:					66.57	.00		
6163								
6163	LAUREL CASH	013939	UTILITY OVERPAYMENT REFU	12/04/2015	107.38	.00		
Total 6163:					107.38	.00		
6164								
6164	BOWDERY WEBSTER	013940	UTILITY DEPOSIT REFUND	12/07/2015	30.68	.00		
Total 6164:					30.68	.00		
6434								
6434	NICK MUSTAIN	704B SUNSET	CONSTRUCTION GUARANTEE	12/08/2015	500.00	.00		
Total 6434:					500.00	.00		
6435								
6435	PAUL HOEFT	12-8-15	CONSTRUCTION GUARANTEE	12/08/2015	500.00	.00		
Total 6435:					500.00	.00		
6436								
6436	JACK ROBBINS	12-8-15	CONSTRUCTION GUARANTEE	12/08/2015	500.00	.00		
Total 6436:					500.00	.00		
6437								
6437	DAVIS COUNTY	215 N 100 E	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 6437:					1,500.00	.00		
6438								
6438	BILL KINNEY	7 CIRCLE J	CONSTRUCTION GUARANTEE	12/08/2015	500.00	.00		
Total 6438:					500.00	.00		
6686								
6686	DESTINATION HOMES, INC	213 HILL FAR	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
6686	DESTINATION HOMES, INC	226 HILL FAR	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
6686	DESTINATION HOMES, INC	229 HILL FAR	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
6686	DESTINATION HOMES, INC	230 HILL FAR	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
6686	DESTINATION HOMES, INC	238 HILL FAR	CONSTRUCTION GUARANTEE	12/08/2015	1,500.00	.00		
Total 6686:					7,500.00	.00		
Grand Totals:					900,530.78	7,594.76		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.