

## FOUNTAIN GREEN CITY AGENDA

Mayor Mark Coombs ~ Council: Rod Hansen,  
Alyson Strait, Jacob Littlefield, Kim Johnson, and Kerry Farnsworth  
The Fountain Green City Council will hold its Council meeting.

Thursday, April 18, 2024,  
Fountain Green City Hall, 375 N. State, Fountain Green, UT  
The meeting will begin promptly at 7:00 p.m.

### PRAYER – Kerry Farnsworth

### PLEDGE

#### ITEM

<u>ITEM</u>	<u>PRESENTER</u>
1. Comment/Approve Minutes	Mayor Coombs
2. Request Funding/RSO for High School	Odie Hansen (Superintendent)
3. Tabacco-Free Policy (Info. included)	JanaKaye Smith (Health Dept.)
4. Memorial Day/Lamb Day	Jerime Ivory
5. House in Business/Commercial-Kyle & Ryan Lynn	Planning Commission
6. UDOT Restriping State Street	Mayor Coombs
7. Commercial Business License	Mayor Coombs
8. Award Letter from CDBG (info. included)	Mayor Coombs
9. Fire Agreement (info. Included)	Mayor Coombs
10. DUP Remodel Update	Mayor Coombs
11. Police Report	Mayor Coombs
12. Code Enforcement/Animal Control	Amy Morgan
13. Fire Department Report	Todd Robinson
14. Planning Commission Report	Jacob Littlefield
15. City Report/Traffic Control Report	Curt Nielsen
16. City Bills (info. Included)	Mayor Coombs
17. Miscellaneous (info. included)	Mayor Coombs
18. CLOSED MEETING ONLY FOR THE SPECIFIED REASONS AND WITH A MAJORITY VOTE. UT CODE 52-4-205	

DATED THIS 15<sup>th</sup> DAY OF April 2024  
/S/ MICHELLE WALKER, CITY RECORDER

# DRAFT

Draft

City Council – March 21, 2024

Agenda Item  
#1

The regular meeting of the Fountain Green city Council

Attendance – Alyson Strait, rod Hansen, Kerry Farnsworth, Kim Johnson, and Jacob Littlefield.

Presiding – Mayor Mark Coombs

Prayer – Kim Johnson

Pledge

**1. Comment/ UDOT restriping State Street.** Officer Gary Larsen stated his disagreement with restriping State Street. He feels it will be more difficult for the elderly on Main Street. He stated that when Ephraim did the two lanes with turn lane it was a “disaster”, and they went back to the two-lane model. He further felt that it would create delays and would be harder for emergency vehicles to get through. It would also make it more difficult for residents on State Street to back out of their driveways.

Allyson Strait was concerned that turning left without a turn lane was dangerous and wondered if the turn lane would decrease this danger and Gary says that he does not feel that it would.

There was a concern over the increased danger of pedestrians crossing without the turn lane. Gary Larsen suggested flags.

Gary states that he feels that our current striping has traffic under control.

Jared Jensen of Highway Patrol reiterated the same concerns about the 1 lane model with turn lane as Mr. Larsen. He is also concerned that the turn lane will be used as a passing lane for those drivers that are impatient and want to get in front of traffic.

Mayor asks the question of the other smaller towns that have switched, do they have problems with this? Mr. Jensen responds that none have switched.

Mr. Jeff Neilson retired police added to the above concerns that he is worried about farm equipment being on State Street and not having the ability of traffic to pass the tractors when they are on State Street. Mr. Neilson states that when Ephraim was using the one lane with a turning lane that they had more accidents.

Sheriff Jared Buchanan continued with his concerns. He referred to the turn lane as the “suicide lane”. He is concerned about drivers turning into the turn lane and then speeding up to merge with traffic while still in the lane. He stated that there are many accidents with drivers coming out of the turn lane as well as that drivers pay less attention when a turn lane is available. He feels that the 1 lane model with turn lane will not slow down speeds. He is also concerned with drivers using the turning lane as a travel lane.

**Mayor asks for the striping issue to be added to the agenda for April City Council Meeting.**

**A. Approval of Minutes.** Rod Hansen motions for the approval of the Public Hearing Minutes held on February 15, 2024, Alyson Strait seconded the motion. A roll call vote was taken:  
Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.

Rod Hansen motions to accept the minutes from regular City Council meeting held on February 15, 2024 and Kerry Farnsworth seconds the motion. A role call vote was taken:  
Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.

Alyson Strait motions to accept the minutes from the Six County Training on Budgeting held on February 29, 2024, Kim Johnson seconded the motion. A role call vote was taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.

**2. Mental Health/Family (Classes) Rm. A?** Diana Fischer wants to have free of charge access to Conference Room A at the City Building to offer free classes for our community. She is hired under a grant already in place to offer parenting, relationship, and other mental health classes. She would like to offer the classes here and have us put the class information on Facebook, website, and be able to post on our information boards. Mayor instructs her to contact the office and to set up a schedule with the office. He also tells her to contact the office in order to get information in the new letter. The Mayor also said that she should reach out to Robin Cox at the elementary to get information out to the parents of the students.

**3. Review of Taxes.** Shay Morrison presented on five taxes that Fountain Green City may want to consider. We currently collect the Municipal energy Sales and Use Tax Act which is one of the five. The city or Town option sales and use tax for highways or to fund a system for public transit is on that the Council would like Shay to look at for Fountain Green. The Municipality Transient Room Tax the Mayor feels like the County takes this from Fountain Green City. Shay will follow up. The Mayor asks Shay to move forward with research into this tax. It will need an ordinance and will require a public hearing and vote. City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities tax Shay will check into this for Fountain Green as well. This would need to be voted on as well. Municipal

Telecommunications License Tax Act. Rod Hansen and Alyson Strait would also like Shay to look into this in regards to its benefits for Fountain Green City.

**4. CIB Annual Survey.** Shay Morrison stated that 3 projects must be submitted to be eligible for the next round of grants. We can keep the two projects that were not awarded and come up with a third. The grant prefers that the municipalities fill out the application. Mayor states that there is no funding left. Shay states that the priority is sewer and water and is for now mostly loans that are being given but this could change for next year. Shay states that fewer municipalities are asking for this grant. The Mayor states that the grant is making smaller communities the priority. Our three projects last year were 1. Mechanical waste system 2. Recharging (was completed) 3. Planning grant. This is due June 31, 2024.

**5. Capital Improvements.** Shay stated that the Capital Improvement and Asset List for future grants is a requirement for pro-active planning. He feels that some of the communities are struggling to keep this up to date. Alyson Strait asks if we have this list and would like to see a copy. Shay mentioned that Fountain Green Does have this. Shay would like to work with staff to update to the current list and make it available so that it is more efficient. Fountain Greens list was updated within the last year.

**6. Plan and Asset List.** This subject was covered and discussed in conjunction with number 5 Capital Improvements.

**7. IT Proposal.** Mayor stated that Rock Mountain Tech has returned \$900 to fountain Green City due to issues with overbilling/charging. Jim Beagley from EPS Designs made a presentation to the City Council to bid for the IT services as well as the Web services required by Fountain Green. Mayor states that he feels that Fountain Green will save money with EPS Designs and receive better service. Rod Hansen asks the Mayor for the estimated total savings per year? Mayor states that it would be about \$2000 per year. April 1<sup>st</sup> is the renewal date for our services with Rock Mountain.

**Rod Hansen motions to change the IT and Web services to EPS Design, Kerry Farnsworth seconds. A roll call vote was taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

Mayor requested that a message be sent to Rock Mountain to let them know we will be discontinuing their services and to have them go to a month-to-month billing until EPS Design can get everything needed to assume the services.

**8. DUP Remodel Update.** Mayor relayed information about the DUP remodel. He stated that the water issues, bathrooms, and collapsing wall have been fixed.

He stated that we did get a grant but is unsure about the amount of the grant but stated that it would be enough to put in heat and air-conditioning at the DUP.

Stewart Krukiewicz is going to replace the windows as the current windows are rotted and warped.

Rod Hansen stated that he has spoken with Kurt Noakes about the insurance amount that Fountain Green has received for the damages at the DUP and Mr. Noakes feels that we may be able to go back to insurance with additional information and get additional funding. Mr. Noakes is a retired insurance person and will head this action. He will require an updated software license which will cost about 3 to 5 hundred dollars. Rod recommends paying this and bringing him on to move forward with the insurance information. Rod feels that we may be able to get about \$15,000 in additional monies to put towards the DUP damages. Rod also states that paying Mr. Noakes may be appropriate as well for the work that he is doing. Mr. Noakes will submit bills to Fountain Green City and that we cover the cost of the software licensing.

**Rod Hansen motions to accept hiring and paying software licensing for Kurt Noakes to attempt to get the additional monies for repairs to the DUP building. Alyson Strait seconds the motion. A roll call vote was taken: Alyson Strait aye – Tod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – and Jacob Littlefield aye.**

It is stated that the DUP is a benefit to the community. Should there be an open house when it reopens? Should we have open hours of operation for people to come in and see it?

**9. Police Report.** Officer Jared Buchanan presented this section. He stated that we had one animal cruelty case, 1 suicide case, 1 unintended death, 15 tickets issued, and 1 DUI. He feels that the increasing accuracy of the services that the Sheriff's provide for Fountain Green should be worked on as he feels that some of the services that are happening in Fountain Green are not being reported.

He spoke about the increased funding for High School Coverage in the area. Funding is still an issue though. He spoke that the jail program for inmates that are not sentenced to prison is winning awards and having decreased recidivism rates. The jail has received an Opioid response grant that allowed for the placement of a community health worker and the jail has been recognized at the Federal Level for their successes.

Alyson asked how often are deputies on the West end of town? Officer Buchanan stated he did not know the specific times, but they are there. Alyson stated that she had seen an autistic child almost get hit by a large truck that was going too fast. The issue was raised as to whether we need a lighted blinking speed monitor sign to encourage drivers to slow down there. Curt Neilson said he will get updated pricing for these signs and that he will reach out to Tom Sealy

and the County Commission to get permission to place a sign. He feels that placing a solar sign would be better than one that had to be wired. Officer Buchanan stated that he will increase his deputy's presence in the area. Rod recommended that we have a conversation with the gravel company in the area to encourage them to remind their drivers to slow down. Mayor will reach out to them.

**10. Code Enforcement/Animal Control.** There were no issues with this area. Curt Neilson covered the information about the new dog pound in Section 14. City Report/Traffic Control Report.

**11. Fire department Report.** Todd Robinson was not able to be in attendance. Alyson Strait brought up the opportunity for the fire department to get a grant that would allow them to purchase an ATV and that the applications were due on April 15, 2024. She wanted to let Mr. Robinson know that he could call Tracy Braithwaite and possibly involve Shay in the application.

**12. Jones & DeMille Invoice.**

**Alyson motions to pay the Jones & DeMille invoice. Rod Hansen seconds the motion. A roll call vote was taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

**13. Planning Commission Report.** Jacob Littlefield reported that the Planning Commission did 6 approvals and continued their discussion on site triangles. He reported that they had a good training brought to them from Shay Morrison. All the people that requested building permits were present at the meeting. Jacob brought up that we may need to consider having an online application process.

**14. City Report/Traffic Control Report.** Curt Neilsen reported on information in this section.

He reported that he has not had to do any recent plowing.

The water usage report is finished and submitted and on the whole we have probably used less water than previously. He has done the two samples per month from two separate sites. The Division of Drinking Water has revised our city population number to 1275.

There were 4 burials at the cemetery this past month. He stated that the roads at the cemetery need to be regrated at this time.

The new dog pound is ready for roof sheeting. He proposed that we go with guillotine style doors made of steel to reduce the risk of dangerous dog contact as well as dogs damaging the

doors. He feels they will last much longer than plastic doors. The Mayor commented earlier in the meeting that the doors in the dog pound will need to have steel covers to stop the dogs from damaging or urinating on the door. This is a cost of about \$900. Curt and the City Council discussed the need to have a fence around the dog pound to keep people and kids away from possibly dangerous dogs. City Council give Curt the go ahead to complete these needs for the dog pound.

The Sewer Master Plan needs to have week long sewer samples. Curt is unsure what the cost of this is. It needs to be done with BOD loading which is needed for mechanical headworks screen project.

The Traffic Master Plan meeting, which was scheduled for April 8<sup>th</sup>, 2024, will not work for Rod. He would like to see if it can be scheduled for Wednesday, Thursday, or Friday of that same week. Curt states that we need to get this meeting set up.

Curt stated that there are two bids for the chip sealing in Fountain Green. One from Hale Sand and Gravel and one from Brown Brothers. Curt has the specific amounts and presents them to the City Council. He was wanting to get the third bid from JCI but had currently not heard from them. Curt will hold off for one week to get the third bid. If it has not come in by 1 week then he will reach out to Hales Sand and Gravel.

The position for the Cemetery mowing job has been posted. Greg Johnson will continue to assist Curt in the digging of the graves.

Dominion Gas has requested pictures of the meters to try and find the discrepancies in the City gas bills. We have sent in the pictures, but they see no obvious discrepancies. They will send a person out to check for a fee of \$25. Mayor has spoken with them and will have them reach out to Curt to set up plans to resolve this issue.

Water reads have been a problem and the mobile transceiver seems to be the problem. Meuller sent out a representative to Fountain Green and they did several test reads. The reads were more successful with the equipment owned by Meuller directly. Fountain Green will keep Meuler's loaner equipment until our replacement comes which the cost of will be covered 100% from the insurance coverage the city placed on it.

Fountain Green has received additional Christmas Decor. Jacob Littlefield will reach out to power company to add power to the poles that do not have it.

Rod Hansen asked Curt to shut off the water to an account in town that has a large past due balance and the owner is now deceased and the house vacant to decrease risk of flooding of

the home. The mayor makes the comment that any past due amount will be paid when the house sells. Once the water is off then we wont turn it on until the balance has been paid.

Mayor asks Curt to clean up the gravel that has come into the parking lot.

Kerry Farnsworth told Curt to let him know if he needs assistance with the BOD testing of sewer.

Mayor asked for list of all Fountain Green City power meters as the County will assume billing for the Sanpete County Landfill and Sanpete County Fire District charges through the rocky Mountain Power bill. Mayor wants to confirm that all City owned meters will not pay these fees. If you are a land owner that has an additional meter from your main home Todd will have papers to opt out on those specific meters.

**15. City Bills.** Alyson and Rod like the comparisons that Michelle presented in the bills. The comment was made that the gas bill at the shop is still not correct. This was discussed in number 14. City Report/Traffic Control Report by Curt Nielsen.

**Rod Hansen makes the motion to pay the City bills. Jacob Littlefield seconded the motion. A roll call vote was taken Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

#### **16. Miscellaneous.**

Kerry Farnsworth nothing.

Alyson Strait There is a new Miss Fountain Green which is Paeton Johnson. Her attendants are Sage Ivory and McKinlee Roach. Shaelynne did a wonderful job with the pageant.

May Day for the elementary school is on May 16<sup>th</sup> which is City Council night. Should we move Council night to another night as most of the Council will be attending the May Day celebrations? Mayor says that we need to have two meetings before Council Meeting so the meeting date must be moved. Council agrees to moving the May Council Meeting to May 23<sup>rd</sup>, 2024 with the following schedule: Start at 5:30 pm for the work meeting, then the public hearing, and then finally City Council Meeting.

Rod Hansen asked when UP&L is to move the power Mayor has a meeting on April 11<sup>th</sup> with them and the Mayor has a list and has been communicating with them.

Kim Johnson nothing.

Jacob Littlefield nothing.

Mayor reminds that information for the second quarter news letter needs to be into Michelle as soon as possible in order to get that communication out.

The dog clinic will be April 20<sup>th</sup>, 2024.

The May Clean up is on May 4<sup>th</sup>, 2024.

Need volunteers to pick up items from the elderly. Rod Hansen volunteers for this. There will be dumpsters up at the shop.

The Little Miss Lamb Day information needs to be in the newsletter so Shaelynne Paulson will have that information.

Mayor asked Council if they would like to have the Budget work meeting on April 25, 2024 in order to make City Council night shorter and allow for more focus on budget issues. So the budget work meeting of the City Council will be held on April 25, 2024. Budget has several things that must be changed and revised including the issue of the fire and landfill being moved to the power bills. Mayor will provide citizens with the County Commissioners information if there are any citizen complaints. Michelle has sent out the budget worksheets to the council and the Council should look at them.

Reminds that all billing for fire and landfill will be removed from City bills as of Jun 1<sup>st</sup>, 2024. Need to follow up on this decision to allow for the scheduling and clarification of the dates

Mayor brought up the IWorx program. Curt Neilsen states that he feels that it would be helpful to him. Planning and Zoning will use it if we purchase it but feel that it has more features than what they would realistically use. Code enforcement and animal control officer feel that it would be helpful to her to track licensing and payment. There is some concern over the \$2400 for the community portion and the \$2100 animal portion that are billed yearly. Most of the council feel that this is excessive. The question is raised if there is another option. One option proposed by Rod Hansen is for Amy to write a ticket and then make the resident responsible for coming into the City and provided the proof needed to remove the ticket. Council expresses that this may be the best option.

Alyson Strait stated that she would like the quarterly newsletter to contain information for the clarification of burning, ATV rules with link to website for kid and adult ATV classes that are required by the state now, a reminder to not ride in the bar pits (ride on the road) or creeks, and that riding ATVs in the school, church, or park property is prohibited. It was proposed that small signs be placed where the city does not want riding to occur.

One member of the Planning Commission has retired from the committee and Laura Beagley was asked to contact Matt Brown to ask if he is still interested in being a member of the Planning Commission as he is the next name on the list.

**Rod Hansen motions to move to Executive Session. Alyson Strait seconds the motion. A roll call vote was taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

**Rod Hansen motions to leave executive session at 10:00 p.m. Alyson Strait seconds the motion. A roll call vote is taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

**Rod Hansen motions to leave the general session of City Council at 10:01 p.m. Jacob Littlefield seconds the motion. A roll call vote is taken: Alyson Strait aye – Rod Hansen aye – Kerry Farnsworth aye – Kim Johnson aye – Jacob Littlefield aye.**

**Meeting adjourns at 10:01 p.m.**

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Laura Beagley, Deputy Recorder

Agenda Item  
#3

## **General City Nicotine/Tobacco-Free Policy**

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**Whereas**, the City believes that vaping/smoking in the proximity of children and adults engaging in or watching outdoor recreational activities at City-Owned or operated facilities is detrimental to their health and can be offensive to those using such facilities; and

**Whereas**, the City has an opportunity to create and sustain an environment that supports no-smoking or vaping use through a Nicotine/Tobacco free policy rule enforcement and adult peer role modeling on City-owned outdoor recreational facilities; and

**Whereas**, the City believes that parents, leaders and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make; and

**Whereas**, smoking/vaping products when consumed in public spaces may be discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City's recreational facilities, and pose a risk to toddlers due to ingestion, as vape pods are classified as hazardous waste; and

**Whereas**, the City determines that the prohibition of nicotine/tobacco use at their facilities serves to protect the health, safety and welfare of the citizens of our city,

**Section 1: Tobacco/Nicotine use prohibited in outdoor recreational facilities** No person shall use any form of tobacco/nicotine at or on any City-owned or operated outdoor recreational facilities, including parks, cemeteries, and athletic facilities.

**Definition of Nicotine/Tobacco includes:** lighted pipe, cigar, e-cigarette or cigarette of any kind, or any other lighted smoking equipment, or the lighting or emitting or exhaling of **vapor of an e-cigarette**, smoke of a pipe, cigar, or cigarette or any kind, or of any other lighted smoking equipment.

### **Section 2: Enforcement**

1. Appropriate signs shall be posted at the above specified areas.
2. The community, especially facility users and staff, will be notified about this policy.
3. Any person that refuses to comply after notice of this policy may be subject to immediate ejection from the recreation facility for the remainder of the event.
4. Organizations that sponsor events at city owned facilities will need to comply with this policy. Failure to comply will jeopardize future use of the facility.

### **Section 3: Effective Date**

This policy statement is effective immediately upon the date of adoption.

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Signature of Mayor

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Date



## Support for Smokefree Parks

To protect residents from drifting secondhand smoke while they enjoy outdoor sports and other activities, city and county governments can create smokefree parks and recreation areas. This fact sheet outlines the benefits of laws and policies to create smokefree parks.

### **Smokefree parks promote healthy living.**

- We go to parks to play with our kids, to participate in sports, or to relax and enjoy the outdoors. Creating smokefree parks is a way for communities to make outdoor spaces even more conducive to healthy living.
- By passing a law to create smokefree parks, a city or county can take an important step to encourage healthy behaviors and make parks places where people can expect to be free from secondhand smoke.
- Smokefree environments help adults model healthy behavior for kids, and can encourage people who smoke to smoke less or even quit.<sup>1</sup>

### **Many communities already have smokefree parks.**

- More than 500 communities nationwide already have laws establishing smokefree parks.<sup>2</sup>
- More than 100 communities in California have already adopted laws creating smokefree parks.<sup>3</sup>

### **It's legal to create smokefree parks.**

- Local governments have the legal right to adopt laws to protect residents' health and safety.<sup>4</sup> This authority (known as the "police power") enables communities to adopt smokefree laws to reduce exposure to harmful secondhand tobacco smoke.
- Smoking restrictions do not discriminate against people who smoke.<sup>5</sup> There are no constitutional guarantees allowing a person to smoke wherever she or he wishes.

### **Exposure to secondhand smoke is unhealthy — even outdoors.**

- Tobacco smoke contains more than 7,000 chemicals and compounds, including hundreds that are toxic and at least 69 that cause cancer.<sup>6</sup>
- The U.S. Surgeon General has concluded there is no risk-free level of exposure to secondhand smoke.<sup>7</sup> Secondhand smoke causes nearly 3,000 deaths from lung cancer and 46,000 deaths from heart disease every year in the United States.<sup>8</sup>



- Studies have found that levels of secondhand smoke in outdoor areas can be equal to amounts found inside where smoking is allowed.<sup>9</sup>
- Exposure to concentrated amounts of secondhand smoke outdoors can cause respiratory irritation and may trigger asthma attacks.<sup>10</sup>
- To completely avoid exposure to secondhand smoke in an outdoor area, a person may have to move as far as 25 feet from the person who is smoking — equivalent to the width of a two-lane road.<sup>11</sup>

#### **Smokefree parks mean less litter.**

- Cigarette butts are the most commonly littered item in the United States.<sup>12</sup> Americans discard more than 175 million pounds of cigarette butts every year.<sup>13</sup>
- Laws establishing smokefree parks help reduce cigarette butt litter and its effects on the environment by creating cigarette “butt-free zones” where this type of trash won’t blight outdoor recreational areas and inadvertently pollute waterways.
- The cigarette filter — the white fluffy stuff that looks like cotton — is actually plastic (cellulose acetate), which can take up to 15 years to decompose.<sup>14</sup>
- Cigarette butts get deposited into our streams, creeks, lakes, and rivers (through storm drains), where they then leach toxins into these waterways, impairing the water quality for aquatic life.<sup>15</sup>

#### **Smokefree parks laws are easy to enforce.**

- Laws restricting smoking in parks are, for the most part, self-enforcing, which means that people “police” themselves and cooperate with the law.
- When people know they aren’t supposed to smoke in a particular place, they generally comply. Knowledgeable community members also can help educate those who don’t know about the law.
- Posting No Smoking signs at park entrances, in playground and picnic areas, and next to sports fields are important ways to provide clear and constant reminders about the smokefree law.
- Media events, press releases, newsletter articles, website highlights, and brochures are all great ways to inform and remind the public about the health-promoting policy.
- While laws creating smokefree parks rely primarily on public cooperation, it is also important that a law include enforcement language, such as fines and other penalties, to show that a violation carries real consequences.

*Changelab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state. © 2011 Changelab Solutions*

<sup>1</sup> Neighmond P. "Smoking Bans Help People Quit, Research Shows." *National Public Radio*, October 25, 2007. Available at: [www.npr.org/templates/story/story.php?storyId=15610995](http://www.npr.org/templates/story/story.php?storyId=15610995).

<sup>2</sup> *Municipalities with Smokefree Park Laws*. American Nonsmokers' Rights Foundation, 2011. (No authors given). Available at: [www.no-smoke.org/pdf/SmokefreeParks.pdf](http://www.no-smoke.org/pdf/SmokefreeParks.pdf).

<sup>3</sup> *Id* at 1.

<sup>4</sup> Local governments have this legal authority unless there is a state law that prohibits or "preempts" this power.

<sup>5</sup> Graff SK. *There is No Constitutional Right to Smoke*. St. Paul: Tobacco Control Legal Consortium, 2008, p. 1-5. Available at: [www.changelabsolutions.org/publications/no-constitutional-right-smoke](http://www.changelabsolutions.org/publications/no-constitutional-right-smoke).

<sup>6</sup> US Department of Health and Human Services, Office of the Surgeon General. *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General*. 2010, p. 17. Available at: [www.surgeongeneral.gov/library/tobaccosmoke/report/full\\_report.pdf](http://www.surgeongeneral.gov/library/tobaccosmoke/report/full_report.pdf).

<sup>7</sup> *Id.* at 9.

<sup>8</sup> US Department of Health and Human Services, Centers for Disease Control and Prevention. *Tobacco Use: Targeting the Nation's Leading Killer*. 2011, p. 2. Available at: [www.cdc.gov/chronicdisease/resources/publications/aug/pdf/2011/Tobacco\\_AAG\\_2011\\_508.pdf](http://www.cdc.gov/chronicdisease/resources/publications/aug/pdf/2011/Tobacco_AAG_2011_508.pdf).

<sup>9</sup> Klepeis NE, Ott WR, and Switzer P. *Real-Time Monitoring of Outdoor Environmental Tobacco Smoke Concentrations: A Pilot Study*. Stanford, CA: Stanford University, 2004, p. 80, 87. Available at: [http://exposurescience.org/pub/reports/Outdoor\\_ETS\\_Final.pdf](http://exposurescience.org/pub/reports/Outdoor_ETS_Final.pdf). See also Klepeis NE, Ott WR and Switzer P. "Real-Time Measurement of Outdoor Tobacco Smoke Particles." *Journal of the Air & Waste Management Association*, 57: 522-534, 2007. Available at: [www.ashast.org.au/pdfs/OutdoorSHS0705.pdf](http://www.ashast.org.au/pdfs/OutdoorSHS0705.pdf); Repace JL. "Benefits of Smoke-Free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles." *William Mitchell Law Review*, 34(4): 1621-1638, 2008. Available at: [www.repace.com/pdf/Repace\\_Ch\\_15\\_Outdoor\\_Smoke.pdf](http://www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf).

<sup>10</sup> TobaccoSmoke.org, Is there really a health basis for outdoor smoking bans?, <http://tobaccosmoke.exposurescience.org/outdoor-tobacco-smoke-study/is-there-really-a-health-basis-for-smoking-bans>.

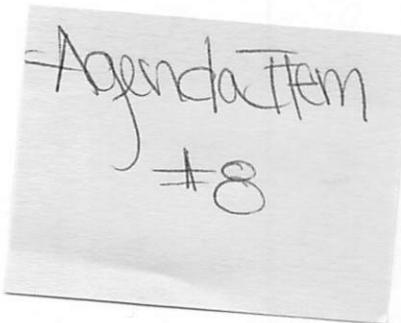
<sup>11</sup> Repace, *supra* note 9, at 1626.

<sup>12</sup> Keep America Beautiful, Cigarette Litter Prevention Program. Available at: [www.kab.org/site/PageServer?pagename=CLPP\\_landing](http://www.kab.org/site/PageServer?pagename=CLPP_landing).

<sup>13</sup> Surfrider Foundation, San Diego Chapter. *Hold on to Your Butt*. Available at: [www.surfridersd.org/hotyb.php](http://www.surfridersd.org/hotyb.php).

<sup>14</sup> *Id.*

<sup>15</sup> Board of Supervisors – Orange County California, The Surfrider Foundation's Cigarette Litter Campaign. Available at: [http://bos.ocgov.com/legacy5/newsletters/pdf/09\\_06\\_25\\_Cigarette\\_Litter\\_Sekich.pdf](http://bos.ocgov.com/legacy5/newsletters/pdf/09_06_25_Cigarette_Litter_Sekich.pdf) (slide #5).



April 10, 2024

Mark Coombs, Mayor  
Fountain Green City  
375 N State  
Fountain Green, UT 84632

Congratulations,

Your community has been awarded a Community Development Block Grant in the amount of \$177,916 for the 2024 program year. Your application was recommended for funding on 03/06/2024 by the Six County AOG Rating and Ranking Committee following the approved rating and ranking policies. Having met the initial eligibility requirements established by HUD and the Housing and Community Development Division, your next steps are summarized below.

- 1. Attend the mandatory in-person CDBG grantee workshop.** This workshop provides important information that will help you administer a successful project. The workshop will be held Thursday, April 25, 2024 from 9:00 am to 4:30 pm at 1385 South State Street in Salt Lake City. You must not begin any part of the contractual process (procuring contractor) prior to completing the HUD environmental review process and executing the State CDBG contract. Project managers with previous experience managing CDBG projects *may* be excused from this training if they receive approval from the state CDBG staff in advance of the training.
- 2. Hold a second public hearing.** You must post & hold a 2nd public hearing prior to May 31, 2024. (Post on Utah Public Meeting Notice website). Please use the attached templates. They are also in the 2024 CDBG Application Policies and Procedures book. Applicants who don't post & hold the 2<sup>nd</sup> public hearing correctly by the deadline will not be funded.
- 3. Submit finalized CDBG application in WebGrants3 by May 31, 2024.** Applications not submitted by the deadline will not be funded. You will be notified by the state CDBG staff as soon as all application requirements have been satisfied. Please contact me if you have any questions about your application.
- 4. Prepare/Submit Environmental Review & Execute state contract.** The state CDBG contract cannot be executed until the project receives environmental clearance. All contracts must be returned to the state by September 30, 2024. Failure to complete the contracting process by this date will result in forfeiture of the grant funds.

This notice of grant award is not an approval to begin the committing/expending funds associated with this project and is contingent upon the State of Utah receiving the 2024 allocation from HUD.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Kyhl".

Travis Kyhl  
Executive Director  
Six County AOG

## **FIRE PROTECTION AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Sanpete County, hereinafter referred to as "County," and Fountain Green City, hereinafter referred to as the "City", collectively "Parties"

- WHEREAS, City operates and maintains a voluntary fire department, and;
- WHEREAS, County does not operate or maintain a County-wide fire department, and;
- WHEREAS, City is willing and able to provide fire protection outside its municipal boundaries to the County, and County is desirous to obtain from the City such fire protection.
- WITNESSETH:
- NOW, THEREFORE, in consideration of mutual promise herein set forth, the parties agree as follows:

1. The City agrees to provide fire protection and firefighting services to residences and inhabitants and property in County, beginning January 1st, through December 31st, 2024, in consideration of County paying to City the sum of \$4,576.47 on or before the 28th day of June, 2024.
2. It is hereby acknowledged and agreed by the Parties that the City's fire department is composed of volunteer firefighters and no representation is made that the fire department will or is able to provide firefighting on a full time or professional basis. City, however, agrees to respond to calls for fire protection in the area described hereinafter. Both parties agree to review, and have all first responders sign the Standard Operating Guidelines set forth by Sanpete County.
3. It is mutually agreed between the Parties that the area in Sanpete County which shall be provided fire protection and firefighting services by the City is described as follows, (see attached map).
4. It is hereby acknowledged and agreed between the Parties that firefighting services and fire protection required within the limits of City have priority to those out in the County, and it shall not be a violation by City of this Agreement if, it is necessary for City to respond to a call within the municipal incorporation of City thereby preventing a response to a call in the County in the above described area.
5. It is hereby mutually agreed between the Parties that the City shall not be liable or responsible for any loss which may result from the failure to respond properly or the failure to respond to any call for fire protection or firefighting services.
6. It is hereby mutually agreed between the Parties that the City shall maintain a full force and effect, casualty insurance in the amount equal to at least \$100,000.00 per person, \$100,000.00 per incident, \$500,000.00 property damages to insure and indemnify the parties to this Agreement against any loss resulting from an accident or injury caused by the fire department while providing services pursuant to this Agreement.

7. It is hereby mutually agreed between the Parties that all fire protection equipment shall be housed and maintained at the City and all fire protection shall originate from the City.
8. It is hereby mutually agreed and understood between the Parties that the City will maintain the following firefighting equipment during the term of this Agreement, One type 1 engine, and one wildland fire brush truck; both apparatuses will meet the minimum inventory set forth by Utah Division of Forestry Fire and state lands. to-wit: as now owned and in service at City.
9. It is hereby mutually agreed between the Parties that in the event of a default in the payment on the date specified above or within ten days thereafter, City may terminate all or any portion of this Agreement, and shall have no obligation thereafter to provide firefighting services and fire protection.
10. It is hereby mutually agreed between the Parties that the County shall indemnify the City for any claim, injury, loss or civil action filed or made against City for any claim, injury loss or civil actions arising from any activities of the City while within the County area designated above for which services are provided. Said indemnity shall not apply to any amounts covered by insurance.
11. Workers' Compensation Benefits, if any, for any City employee or volunteer firefighter associated with the City Fire Department, shall be the sole responsibility of the City. The County shall not be required to indemnify the City for any cost or expense associated with Workers' Compensation Claims or Benefits.
12. All members of the fire department responding to private, and state wildland fires within the County's jurisdiction will be certified by the Utah Division of Forestry Fire and State Lands as NWCG Wildland Firefighter II.
13. The equipment used by the City on Wildland Fires will meet the minimum standards for Wildland Firefighting equipment as specified by the Utah Division of Forestry, Fire and State Lands. Refer to Section R652-122-400, Utah Administrative Code.
14. All fire departments will follow their own department standards and Sanpete counties (Standard of operating guidelines)

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Mayor – City

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Chair, Sanpete County Commission

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Attest: City Recorder

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Attest: Sanpete County Clerk

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Fire Department Representative (Chief or representative)

## **VEHICLE EXTRICATION AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Sanpete County, hereinafter referred to as the "County," and Fountain Green City, hereinafter referred to as the "City". Here in after collectively referred to the "parties".

- WHEREAS, The City operates and maintains a voluntary fire department, with extrication equipment, and; See page 2 # 14
- WHEREAS, The County does not operate or maintain a County-wide fire department with extrication equipment, and;
- WHEREAS, The City is willing and able to provide vehicle extrication operations outside its municipal boundaries to the County, and the County is desirous to obtain from the City such vehicle extrication operations.
- WITNESSETH:
- NOW, THEREFORE, in consideration of mutual promise herein set forth, the parties agree as follows:

1. The City agrees to provide vehicle extrication operations to all traveling in the County, beginning January 1<sup>st</sup>, through December 31<sup>st</sup>, 2024.
2. It is hereby acknowledged and agreed by the Parties that the City's fire department is composed of volunteer firefighters and no representation is made that the fire department will or is able to provide vehicle extrication operations on a full time or professional basis. The City, however, agrees to respond to calls for vehicle extrication operations in the area described hereinafter.
3. It is mutually agreed between the Parties that the area in Sanpete County which shall be provided vehicle extrication operations by the City is described as follows, (see attached map).
4. It is hereby acknowledged and agreed between the Parties that vehicle extrication operations and or Emergency response required within the limits of the City have priority to those out in the County, and it shall not be a violation by the City of this Agreement if, it is necessary for the City to respond to a call within the municipal incorporation of the City thereby preventing a response to a call in the County in the above described area.
5. It is hereby mutually agreed between the Parties that the City shall not be liable or responsible for any loss which may result from the failure to respond properly or the failure to respond to any call for vehicle extrication operations.
6. It is hereby mutually agreed between the Parties that the City shall maintain a full force and effect, casualty insurance in the amount equal to at least \$100,000.00 per person, \$100,000.00 per incident, \$500,000.00 property damages to insure and indemnify the Parties to this Agreement against any loss resulting from an accident or injury caused by the fire department while providing services pursuant to this Agreement.

7. It is hereby mutually agreed between the parties that all vehicle extrication equipment shall be housed and maintained at the City and all vehicle extrication equipment shall originate from the City.
8. It is hereby mutually agreed and understood between the parties that the City will maintain the following vehicle extrication equipment during the term of this Agreement. to-wit: as now owned and in service at City. See page 2 # 14.
9. It is hereby mutually agreed between the Parties that the County shall indemnify the City for any claim, injury, loss or civil action filed or made against the City for any claim, injury loss or civil actions arising from any activities of the City while within the County area designated above for which services are provided. Said indemnity shall not apply to any amounts covered by insurance.
10. Workers' Compensation Benefits, if any, for any City employee or volunteer firefighter associated with the City Fire Department, shall be the sole responsibility of the City. The County shall not be required to indemnify the City for any cost or expense associated with Workers' Compensation Claims or Benefits.
11. All members of the fire department responding to vehicle extrication operations within the County's jurisdiction will be allowed to perform vehicle extrication operations to the discretion set prior by the department chief/training officer and according to said Fire Department Standard of Operation Guidelines/Procedures on vehicle extrication. certified by the Utah Fire Certification Council as Wildland Firefighter I. The standard must be obtained by June 1, 2007.
12. The equipment used by the City on Wildland Fires will meet the minimum standards for Wildland Firefighting equipment as specified by the Utah Division of Forestry, Fire and State Lands. Refer to Section R652-122-400, Utah Administrative Code.
13. The equipment needed by the city fire department will be as follow  
Extinguishment  
Tools to disconnect power from vehicle  
Stabilization Including Vehicle on all four wheels, on its own top, on its own side.  
Cutting  
Spreading  
Hazardous Materials control  
Scene Lighting

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Department Name

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Printed

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Signature

Fire Department by Chief or Highest Ranking Officer

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Printed

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Signature

Mayor - City

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Chair, Sanpete County Commission

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Attest: Sanpete County Clerk

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Attest: Sanpete County Clerk

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Attest: Sanpete County Sheriff

**Standard of Operating Guidelines**  
**Sanpete County Emergency Response to Assist with Emergency Scene Operations**

These Standard of Operating Guideline will address the Operating Guidelines for Sanpete County Fire Departments to properly respond to and provide Emergency Services on all Emergency Incident Scenes within the fire department Jurisdiction outside of incorporated city boundaries including the State of Utah and/or Federal highways roadways within the said fire department jurisdiction of Sanpete County.

This document does not pertain to how said fire departments respond or conducts emergency incident Services on Emergency Incident Scenes within incorporated city boundaries of said fire department Jurisdiction.

All fire departments will follow this document when providing Auto Aid or Mutual Aid to other fire departments or other emergency agencies, Emergency Incident Scenes.

**1 - Firefighter Personal Conduct on a  
Emergency Incident Scene**

Safety is our number one priority and safety will be a foremost consideration in all decisions and actions. Ensure firefighter and public safety. No resource or improvement is worth a human life. The workplace and atmosphere are expected to be free of any harassment and one of mutual respect that welcomes comments, input, and information flow.

We expect a high level of ethical conduct from everyone on any incident and in the communities. There will be no tolerance for any criminal behaviours, illegal drugs, or alcohol related incidents.

There will be no sharing of information about an Emergency Incident Scene on Social Media unless approved by your fire department Chief or Officer in Charge.

**2 - Responding To a Emergency Incident Scene**

All Fire Department's within Sanpete County first obligation is Emergency Incidents within their incorporated city boundaries. Second obligation is all other Emergency Incidents within their county contracted Jurisdiction of Authority.

This pertains to all fire departments within Sanpete county responding to all Emergency Incident Scenes that are within their jurisdiction of their authority including those in the designated right of ways of the State of Utah and/or Federal highways and roadways.

When said fire department has been Paged out or notified by Sanpete County Sheriff Dispatch or Richfield Interagency Fire Dispatch Center.

Fire Departments will respond to assist all Emergency Incidents within the fire department Jurisdiction of authority including the state of Utah and Federal highways and roadways right

aways.

All fire department apparatuses responding to an Emergency Incident shall notify Sanpete County Sheriff Dispatch and/or Richfield Interagency Fire Dispatch Center.

When said fire department is paged or notified by Sanpete County Sheriff Dispatch or Richfield Fire Dispatch Center of a fire outside of said fire department incorporated city boundaries but within said fire department jurisdiction of authority the first responding fire apparatus must ask Sanpete County Sheriff Dispatch if Sanpete County Fire Warden and/or Sanpete County fire Warden Assistant has been notified of said fire.

No fire department within Sanpete county will respond to an Emergency Incident without being paged and/or notified by Sanpete County Sheriff Dispatch or Richfield Interagency Fire Dispatch Center of an Emergency Incident.. Self dispatching will be considered an independent action. . All fire departments' apparatuses and personnel will respond to all Emergency Incidents following all traffic laws and in a safe manner. This includes personal vehicles enroute to the station.

If notified by Sanpete County Sheriff Dispatch or Richfield Interagency Fire Dispatch Center that the Emergency Incident does not need fire department emergency services all fire department apparatuses will discontinue responding to the Emergency Incident.

In case Richfield Interagency Fire Dispatch Center has canceled the need for fire department emergency services, the responding fire department shall notify Sanpete County Sheriff Dispatch of their cancelation by Richfield Interagency Fire Dispatch Center.

### **3 - Incident Command on a Emergency Incident Scene**

All fire departments members within Sanpete county will be trained and follow the Incident Command IS 100 and IS 700 systems.

Incident Commander of all Emergency Incidents including Emergency Incidents Scenes that are in the right of way of Utah and Federal highways and roadways, will be a member of the first arriving agency that has been trained in Incident Command IS 100 and IS 700.

Incident Command can be turned over to other emergency responders that have equal or higher training in the Incident Command system. Turning over Incident Commander to another person must be done face to face unless the emergency incident dictates otherwise.

### **4 - Communication on a Emergency Incident Scene**

All fire departments apparatuses must have the ability to communicate by two way radio to members of their fire department doing emergency incident operations, Sanpete County Sheriff Dispatch, Richfield Interagency Fire Dispatch Center, Law Enforcement and other arriving fire department apparatuses.

Incident Commander will communicate with Dispatch by using a Dispatch channel that is conducive to their geographical location. Incident Commander will have and use a two way radio channel that can communicate with all needed agencies on the emergency incident scene.

Fire Department emergency incident operations will use the County Fire channel to communicate during emergency incident operations unless Emergency Incident Scene dictates otherwise. All firefighters will communicate on County Fire or designated channels to the operations

Commander. Operations Commander will communicate with the Incident Commander by the designated channel set by the Incident Commander.

## **5 - EMERGENCY INCIDENT OPERATIONS**

Fire Department firefighters assisting with emergency incidents operations will be trained and follow the fire departments Standard of Operating Guidelines or Standard of Operating Procedures.

In case of a Wildland Fire Initial Attack Emergency Incident firefighters follow said Fire Department Standard of Operating Guidelines or Standard of Operating Procedures on wildland incidents until delegation and or State or Federal lands are involved at that point the standards are set by the Division of Forestry Fire and State Lands.

Firefighters conducting emergency incident operations will do so in a conducive and as safely as the emergency incident scene allows.

## **6 - Release from a Emergency Incident Scene**

Fire Department firefighters and apparatuses will return to their station when the Incident Commander releases them from the Emergency Incident Scene.

If a member of the Fire department maintains incident Commander he or she must stay on the Emergency Incident Scene until all agencies and personnel have been released and the Emergency Incident Scene can be determined safe. The Incident Commander is to notify Sanpete County Sheriff Dispatch of released agencies and apparatuses and conditions of the Emergency Incident Scene.

Incase of a wildland Fire, Incident Commander will let Sanpete County Sheriff Dispatch and Richfield Interagency Fire Dispatch Center know of released agencies and apparatuses and conditions of wildland fire scene.

All fire department apparatuses that were on the Emergency Incident Scene will let Sanpete County Sheriff Dispatch know they have been released and are heading to their home station and will notify Sanpete County Sheriff Dispatch when back to home station.

Incase of wildland fire all apparatuses will let both Sanpete County Sheriff Dispatch and Richfield Interagency Fire Dispatch Center know they have been released and are heading back to home station and will let Sanpete County Sheriff Dispatch and Richfield Interagency Fire Dispatch Center know when they are back in their home station.

## **Standard of Operating Guidelines**

## Sanpete County Emergency Response to Assist with Emergency Scene Operations

Fire department: \_\_\_\_\_

Fire department Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name Print and sign:

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Fountain Green City  
Liability General Ledger - 05/23/2024

*Already付*

Account	Date	Code	Vendor Name	Reference No.	Description	Amount
<b>101461 - Health Insurance prepaid</b>						
3/20/2024	AP	PEHP Group Insurance	0124058953	Curt		645.28
3/20/2024	AP	PEHP Group Insurance	0124058953	Curt/dental		52.44
3/20/2024	AP	PEHP Group Insurance	0124058953	Life Insurance		73.72
3/20/2024	AP	PEHP Group Insurance	0124058953	Michelle		1,335.72
3/20/2024	AP	PEHP Group Insurance	0124058953	Paula		1,806.76
3/20/2024	AP	PEHP Group Insurance	0124058953	Paula/Dental		108.60
						<b>\$4,022.52</b>
<b>104140.250 - Admin TECH SUPPORT/SOFTWARE</b>						
3/25/2024	AP	EPS Design	EPS-015	Website & Email Hosting, Domain Name, Web Design, Email		2,250.00
3/25/2024	AP	EPS Design	EPS-016	Adobe-Pro, IT Admin, Remote software, Sign Now, Office 365		6,754.68
						<b>\$9,004.68</b>
<b>104140.305 - Admin ATTORNEY</b>						
3/4/2024	AP	Mangum, J. Wesley	03-2024	March, 2024		400.00
						<b>\$400.00</b>
<b>104210.450 - Police ANIMAL CONTROL EXPENSES</b>						
2/27/2024	AP	Choice Hardware and Home Center	2402-112308	Dog Pound Supplies		30.49
3/19/2024	AP	Horseshoe Mountain Hardware	2053734	Dog Pound Supplies		77.14
						<b>\$107.63</b>
<b>104590.260 - Cemetery BLDGS &amp; GROUNDS - SUPPLY/MAINT</b>						
3/28/2024	AP	Strand Ag Supply	17929/1	Sprinklers/Jug to settle graves		73.96
3/28/2024	AP	Strand Ag Supply	18167/1	Weedmaster/PVC coupler		101.88
						<b>\$175.84</b>
<b>Total Liability</b>						
10 General						<b>13,710.67</b>
						<b>13,710.67</b>

Agenda Item  
01#

21455

**\*\*One Thousand Four Hundred Seventy Six Dollars\*\***

4/8/2024

**\$1,476.00**

Sanpete Sanitary Landfill Cooperative  
PO Box 218  
Fairview, UT 84629

Vendor: Sanpete Sanitary Landfill Cooperative  
Vendor No: 844

Check Number: 21455  
Paid Date: 4/8/2024

<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>	<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>
3/31/2024	033124	1,476.00			

Total Amount: \$1,476.00

Vendor: Sanpete Sanitary Landfill Cooperative  
Vendor No: 844

Check Number: 21455  
Paid Date: 4/8/2024

<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>	<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>
3/31/2024	033124	1,476.00			

Total Amount: \$1,476.00

*Stevens*

**Fountain Green City**  
**Liability General Ledger - 06/01/2024**

<u>Account</u>		<u>Vendor Name</u>	<u>Reference No.</u>	<u>Description</u>	<u>Amount</u>
<u>Date</u>	<u>Code</u>				
103510 - G PENALTIES/FINES - COURT					
3/31/2024	AP	Utah State Treasurer	033124	March, 2024	1,844.84
					\$1,844.84
104140.240 - Admin OFFICE SUPPLIES & EXPENSE					
4/10/2024	AP	Staples	6001131372	Toner for copier	90.02
					\$90.02
104140.270 - Admin UTILITIES					
3/27/2024	AP	Rocky Mountain Power	032724	City Hall	359.11
3/27/2024	AP	Rocky Mountain Power	032724	Shop	37.19
4/2/2024	AP	Dominion Energy	040224	New Building	212.63
4/2/2024	AP	Dominion Energy	040224	Shop	335.85
					\$944.78
104140.280 - Admin TELEPHONE					
3/25/2024	AP	Verizon	9960061477	Michelle's cell	54.18
					\$54.18
104150.620 - NonDep DUP					
3/25/2024	AP	Waxie Sanitary Supply	82367144	Supplies/Dispenser for Bathroom	304.68
3/27/2024	AP	Rocky Mountain Power	032724	DUP	85.05
4/2/2024	AP	Dominion Energy	040224	DUP	7.09
4/11/2024	AP	Krukiewicz, Stuart M	041124A	Finish/Windows/Paint/Shop Use	22,621.72
4/11/2024	AP	Krukiewicz, Stuart M	041124A	Rest of Hard Contract	1,500.00
					\$24,518.54
104150.680 - NonDep FIRE DISTRICT					
3/31/2024	AP	Sanpete County Fire District #2	033124	March, 2024	1,947.50
					\$1,947.50
104210.450 - Police ANIMAL CONTROL EXPENSES					
4/10/2024	AP	Staples	6001131372	Envelopes for tags	39.35
					\$39.35
104220.255 - Fire FUEL & OIL					
3/31/2024	AP	Wex Bank	96126329	General	405.31
					\$405.31
104220.270 - Fire UTILITIES					
3/27/2024	AP	Rocky Mountain Power	032724	Fire Station (\$10.76)	169.72
4/2/2024	AP	Dominion Energy	040224	Fire Station (Old \$7.09)	113.41
					\$283.13
104220.610 - Fire UNIFORM ALLOWANCE					
3/28/2024	AP	Apparatus Equipment & Service, Inc.	24-IV-8023	New Books	5,836.46
					\$5,836.46
104510.270 - Parks UTILITIES					
3/27/2024	AP	Rocky Mountain Power	032724	Park	52.87
					\$52.87
104520.270 - Theatre/Dance UTILITIES					
3/27/2024	AP	Rocky Mountain Power	032724	Theater	390.84
4/2/2024	AP	Dominion Energy	040224	Theater	246.92
					\$637.76
104590.270 - Cemetery Utilities					
3/27/2024	AP	Rocky Mountain Power	032724	Cemetery	11.37
					\$11.37

**Fountain Green City**  
**Liability General Ledger - 06/01/2024**

<b>Account</b>					
<b>Date</b>	<b>Code</b>	<b>Vendor Name</b>	<b>Reference No.</b>	<b>Description</b>	<b>Amount</b>
214410.255 - Streets FUEL & OIL					
3/6/2024 AP	Beck Auto Service		A119	Backhoe	88.11
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/5/24	22.82
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/14/24	21.33
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/25/24	21.03
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 4/4/24	27.77
3/6/2024 AP	Beck Auto Service		A119	Snow Plow	185.23
					\$366.29
214410.420 - Streets STREET LIGHTS					
3/27/2024 AP	Rocky Mountain Power		032724	Flag Pole	12.47
3/27/2024 AP	Rocky Mountain Power		032724	Street Lights	853.50
3/27/2024 AP	Rocky Mountain Power		032724A	State Street Walkway	32.54
					\$898.51
516255.6131 - W FUEL & OIL					
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/14/24	21.33
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/25/24	21.03
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/5/24	22.82
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 4/4/24	27.77
					\$92.95
516280.6171 - W UTILITIES					
3/27/2024 AP	Rocky Mountain Power		032724	Water Tank	188.85
					\$188.85
516420.6131 - W CHEMICALS & TESTING					
3/27/2024 AP	Chemtech-Ford Laboratories		24C1767	Colilert AP	30.00
					\$30.00
526255.6271 - S FUEL & OIL					
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/14/24	21.33
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/25/24	21.03
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 3/5/24	22.82
3/6/2024 AP	Beck Auto Service		A119	P.W. Truck - 4/4/24	27.76
					\$92.94
526280.6271 - S UTILITIES					
3/27/2024 AP	Rocky Mountain Power		032724	Sewer	83.58
					\$83.58
526350 - S Maintenance, repair, materials					
3/6/2024 AP	Monsen Engineering LLC		INV027568	GIS Subfoot Unit	6,478.45
					\$6,478.45
711568 - Library Expense					
3/4/2024 AP	Barnes & Noble		4520549	New Books	38.34
					\$38.34
				<b>Total Liability</b>	
				10 General	36,666.11
				21 Roads	1,264.80
				51 Water	311.80
				52 Sewer	6,654.97
				71 Agency Fund	38.34
					<b>44,936.02</b>

**Fountain Green City**  
**Invoice Register: 3/1/2024 to 4/30/2024 - All Invoices**

4/15/2024

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
030624	Dominion Energy	21394	3/6/2024	3/15/2024	\$1,447.59			
					525.60	104140.270	Admin UTILITIES	Shop
					292.77	104140.270	Admin UTILITIES	New Building
					7.09	104150.620	NonDep DUP	DUP
					153.46	104220.270	Fire UTILITIES	Fire Station (Old 7.09)
					468.67	104520.270	Theatre/Dance UTILITIES	Theater
040224	Dominion Energy		4/2/2024	4/19/2024	\$915.90			
					335.85	104140.270	Admin UTILITIES	Shop
					212.63	104140.270	Admin UTILITIES	New Building
					7.09	104150.620	NonDep DUP	DUP
					113.41	104220.270	Fire UTILITIES	Fire Station (Old \$7.09)
					246.92	104520.270	Theatre/Dance UTILITIES	Theater
<b>Vendor Total:</b>					<b>\$2,363.49</b>			
<b>Total:</b>					<b>\$2,363.49</b>			
							<b>GL Account Summary</b>	
							Admin UTILITIES	
							NonDep DUP	
							Fire UTILITIES	
							Theatre/Dance UTILITIES	
							<b>Total</b>	
							<b>GL Account Summary Total</b>	

**Fountain Green City**  
**Invoice Register: 3/1/2023 to 4/30/2023 - All Invoices**

4/15/2024

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
030223	Dominion Energy	20540	3/2/2023	3/16/2023	\$2,595.35	736.97 104140.270 511.56 104140.270 14.99 104150.620 843.08 104220.270 488.75 104520.270	Admin UTILITIES Admin UTILITIES NonDep DUP Fire UTILITIES Theatre/Dance UTILITIES	Shop New Building DUP Fire Station/Old Station - 587.30 Theater
040323	Dominion Energy	20604	4/3/2023	4/20/2023	\$2,141.90	552.32 104140.270 452.05 104140.270 15.71 104150.620 740.12 104220.270 381.70 104520.270	Admin UTILITIES Admin UTILITIES NonDep DUP Fire UTILITIES Theatre/Dance UTILITIES	Shop New Building DUP Fire Station Old (514.09) Theater
050123	Dominion Energy	20686	4/1/2023	5/15/2023	\$1,007.97	291.07 104140.270 225.72 104140.270 15.85 104150.620 326.79 104220.270 148.54 104520.270	Admin UTILITIES Admin UTILITIES NonDep DUP Fire UTILITIES Theatre/Dance UTILITIES	Shop New Building DUP Fire Station (Old 213.93) Theater
<b>Vendor Total:</b>					<b>\$5,745.22</b>			
<b>Total:</b>					<b>\$5,745.22</b>			
					2,769.69 104140.270 46.55 104150.620 1,909.99 104220.270 1,018.99 104520.270 <b>5,745.22</b>		<b>GL Account Summary</b> Admin UTILITIES NonDep DUP Fire UTILITIES Theatre/Dance UTILITIES <b>Total</b>	
					<b>\$5,745.22</b>			<b>GL Account Summary Total</b>

# **MISCELLANEOUS**

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April 20<sup>th</sup> – Dog Clinic (10 – 12:00)

April 25<sup>th</sup> – Mandatory CDBG Meeting for Michelle

Work Meeting on 2025 Budget (7:00 p.m.)

May 4<sup>th</sup> – City Cleanup

May 21<sup>st</sup> – Growth Summit

May 23<sup>rd</sup> – Budget Work Meeting (5:30 p.m.)

Public Hearing (6:30 p.m.) –

Tentative Budget for 2025 Budget

Open and Amend 2024 Budget

CDBG 2<sup>nd</sup> Public Hearing

City Council (7:00 p.m.)

# REGIONAL GROWTH SUMMIT



## Keynote Speaker: Governor Spencer Cox

### BREAKOUT SESSIONS:

- Best Legal Practices, Q&A
- Budget/Finance
- Code Enforcement
- Economic Development
- Land Use
- Legislative Update
- Risk Management, OPMA
- Subdivisions
- Taxes/Revenue

### SUMMIT INFORMATION:



Tuesday,  
May 21st, 2024



5:00 p.m. - 9:00 p.m.



Sevier Valley Center  
800 West 200 South  
Richfield, UT 84701

\*Dinner will be served

### SCHEDULE:

4:40 p.m. - Arrive  
5:00 p.m. - Dinner Served  
5:10 p.m. - General Session  
6:00 p.m. - Breakout Sessions  
9:00 p.m. - Adjourn

### REGISTER HERE:

