

FOUNTAIN GREEN CITY AGENDA

Mayor Willard Wood ~ Council: Kerry Farnsworth,
Vaughn Jacobsen, Rich Walker, Kim Johnson, and Jacob Littlefield.
The Fountain Green City Council will hold its Council meeting.
Thursday, February 19, 2026,
Fountain Green City Hall, 375 N. State, Fountain Green, UT
Council Meeting begins at 7:00 p.m.

PRAYER – Vaughn Jacobsen

PLEDGE

ITEM

PRESENTER

| | |
|--|--------------------------------|
| Public Comment | Mayor Willard Wood |
| 1. Approve Minutes | Mayor Willard Wood |
| 2. FG Hill | Roger and Denice Aagard |
| 3. R6 Updates/ACE Fee Schedule/Ordinance Software | Shay Morrison |
| 4. Cemetery Improvements (Plots/Shed) | Jacob Littlefield/Curt Nielsen |
| 5. Roger's Contract | Mayor Willard Wood |
| 6. Safe Sidewalks Location Approval | Garrick/Jones & DeMille |
| 7. Sunrise Cemetery Bridge Contract | Mayor Willard Wood |
| 8. Cemetery Seasonal Worker Interviews | Mayor Willard Wood |
| 9. State Certification Documents for Library | Taryn Collard |
| 10. Library Report | Taryn Collard |
| 11. Fire Department Report | Todd Robinson |
| 12. Planning Commission Report | Rich Walker |
| 13. Recommendation Letters – Conex, Subdivision Application Fees, WUI Ordinance | Mark Woods |
| 14. City Report | Curt Nielsen |
| 15. City Bills | Mayor Willard Wood |
| 16. Miscellaneous | Mayor Willard Wood |
| 17. CLOSED MEETING ONLY FOR THE SPECIFIED REASONS AND WITH A 2/3 VOTE. UT CODE 52-4-205. | |

/s/Michelle Walker, City Recorder

Certification of Posting –

This notice was placed in three public places on February 18, 2026: Fountain Green City Hall, Post Office Bulletin Board, and Beck's Auto Bulletin Board.

This notice will also be posted on the city's website, Facebook page, and the state public website as of February 18, 2026.

Fountain Green City Council

Meeting Minutes

Thursday, January 22, 2026, 7:01 p.m., 375 N. State, Fountain Green, UT.

Attendance: Kerry Farnsworth, Vaughn Jacobsen, Rich Walker, Kim Johnson, and Jacob Littlefield.

Presiding: Mayor Willard Wood.

Prayer: Kerry Farnsworth

Pledge

Call to Order

The meeting of the Fountain Green City Council was called to order at 7:01 p.m. The Mayor welcomed those in attendance and noted that the process was new for some members. There were no public comments.

1. Approval of Minutes.

The Council reviewed the minutes from the previous month.

- **Motion: Kim Johnson motioned to approve the minutes from December 18, 2025, council meeting.**
- **Second: Jacob Littlefield seconded the motion.**
- **Vote: All present voted "Aye."**
- **Result: Motion carried unanimously.**

2. R6 Updates.

Shay Morrison provided updates regarding the Community Impact Board (CIB) project portal.

- The CIB list collection is currently open, with a deadline of May 1 for projects seeking funding next year.
- One project has already been placed on the list; however, the Mayor and Council were encouraged to review all projects.
- Council members, the Mayor, and staff may request accounts to access the portal and review capital improvement projects.
- Funding availability varies, and recent meetings have depleted available funds, occasionally resulting in a temporary deficit until funds are replenished. Increased drilling in the basin may help restore funding over time.
- The City is in good standing with the current sewer project unless additional items are submitted.

No further questions were raised.

3. Fee Schedule Review.

Laura presented the proposed fee schedule and invited discussion.

- Newly highlighted administrative code enforcement amounts were noted.

- Cemetery fees were discussed due to concerns that the City's rates are lower than those of surrounding communities. Comparisons were provided to Council members.
- Planning and Zoning rates for subdivision applications are still pending.
- Updated sewer and water impact fees were included due to upcoming deadlines in February (sewer) and March (water).
- Updated meter costs were reported:
 - ¾-inch meter cost: approximately \$346.32.
 - 1-inch meter cost: approximately \$390.00.

Council Discussion:

Vaughn recommended addressing both resident and non-resident cemetery fees, noting the importance of preventing speculative lot purchases and ensuring adequate perpetual care funding. It was agreed that adjustments should be considered to better serve current and future citizens.

Direction:

- Cemetery fees will be placed on next month's agenda for further discussion.
- Meter fees will also be reviewed at the next meeting.

5. Theater and Dance Hall Stucco Repair – Bid Ratification.

The Mayor reported that large sections of stucco were falling from the theater and dance hall. Due to favorable weather and contractor availability, the Mayor authorized repairs without prior council approval under emergency circumstances.

- The selected bid included a more durable material with a 15-year guarantee rather than a temporary patch.
- Additional repairs were required after water intrusion damaged bathroom tile.
- Total cost: **\$10,600**, with a private donor contributing half of the expense.

Motion: Vaughn Jacobsen motioned to ratify the emergency expenditure of \$10,600 for the theater repairs and to accept the donation covering half the cost.

Second: Kim Johnson seconded the motion.

Vote: Kerry – Yes; Vaughn – Yes; Rich – Yes; Kim – Yes; Jake – Yes.

Result: Motion carried unanimously.

4. Ethics Pledge and Required Forms.

Michelle reviewed required annual documentation and training:

- **Fraud Risk Assessment:** Completed annually by the city; will be placed on next month's agenda.
- **Ethics Agreement:** Must be signed personally at the beginning of each year.
- **Conflict of Interest Form:** Also required annually; members who previously completed it were asked to sign again for consistency.
- **Open and Public Meetings Act Training:** Provided by the City and Shay.

- Newly elected officials must complete the fraud risk training once during their four-year term via the state auditor's website.

Council members were instructed to sign the ethics and conflict of interest forms and return them to Michelle before leaving.

6. Irrigation Lease Agreement.

Greg addressed the Council regarding irrigation matters.

- Greg Johnson (Fountain Green Irrigation President) noted the confusion among new residents, where municipalities often provide secondary and culinary water. Some residents mistakenly believe irrigation water is "free" or supplied by the City.
- He requested a clearer distinction on the City's website and Facebook page to separate the City from the Irrigation Company to prevent further confusion. The City acknowledged that irrigation is managed by a separate entity and agreed that a distinction would be helpful.
- Greg presented a drafted lease agreement for Council review. The Conex has been relocated from behind the old firehouse and meets setback requirements. Due to time constraints during the move, proper documentation will now be completed and placed on record.

Action: No formal council action was required at this time. Staff will obtain and file the appropriate forms.

7. Library Report.

Taryn Collard presented draft documents required for the State's library certification process and asked Council members to review them for accuracy and provide any requested changes.

- The final versions will be presented at the next City Council meeting for approval before submission to the State.
- Taryn will provide the library budget and scheduled items at an upcoming meeting.
- She informed the Council that she will be away from February 20 through April 3 and does not anticipate major updates during that period. She will coordinate with Michelle if anything arises and determine whether a substitute is necessary.
- Jake was confirmed as the City Council liaison for the library.

Council Request:

Taryn was asked to prepare a report for the next meeting explaining how library usage is measured, including statistical data. She also noted plans to install a people counter to improve tracking accuracy.

8. Fire Department Report.

Fire Chief Todd Robinson discussed the designation of Wildland Urban Interface (WUI) areas within or near the City.

- Chief Robinson recommended designating **zero acres** as WUI within City limits, noting that existing areas primarily consist of low brush rather than high-risk vegetation.
- Established homes would not be affected; WUI requirements typically apply to new construction.
- Areas outside City limits remain outside municipal jurisdiction unless annexed.

Next Steps:

- The WUI map will be redrawn to reflect no designated interface areas within the City.
- An ordinance adopting the applicable WUI code will be prepared using a state-provided template.
- The ordinance and updated map will be submitted to Planning and Zoning for a public hearing.
- After adoption, signed documentation will be forwarded to the county fire warden.

Chief Robinson also stated the department will continue proactive mitigation efforts, such as reducing grasses and weeds, to minimize fire risk.

The Council thanked Chief Robinson for his report.

9. Planning and Zoning Report.

Jake reported on recent Planning and Zoning activities.

- One building permit was issued for a new maintenance shed.
- A solar permit was approved for a Tesla Powerwall installation for Annette Hansen.
- The Commission reviewed ordinance recommendations discussed during the public hearing, including minor wording changes affecting subdivisions. These changes are intended to streamline the process for residents wishing to split lots and pay impact fees before the upcoming fee increase deadlines (mid-February for sewer and mid-March for water).

Laura requested a formal notification when subdivisions are approved so the City can verify applicants have begun the process before accepting impact fee payments. Planning and Zoning agreed to provide a letter for each approved subdivision.

10. Ordinance Amendments.

The Council considered amendments recommended by the Planning and Zoning Commission affecting Chapters 2, 3 (Table of Contents), 7, and 10.

- **Motion:** Kerry Farnsworth motioned to accept the ordinance provisions as outlined by the Planning and Zoning Commission for the specified chapters.
- **Second:** Vaughn Jacobsen seconded the motion.
- **Vote:** Kerry – Yes; Vaughn – Yes; Rich – Yes; Kim – Yes; Jake – Yes.
- **Result:** Motion carried unanimously.

11. New Maintenance Shed Discussion.

Curt provided an overview of maintenance storage needs. After evaluating priorities, staff determined that replacing the aging shed at the cemetery would be more beneficial than constructing a larger maintenance facility.

Proposed Plan:

- Demolish the decades-old cemetery shed.
- Construct a new garage-style building to store equipment, including the mini excavator, mower, and other cemetery tools.

Cost Estimates:

- Original maintenance shed bid (40x80): approximately **\$236,175**.
- Proposed 24' x 35' x 14' metal building: **\$22,530** (building only).
- Engineering plans: approximately **\$600**.
- Equipment lift rental: approximately **\$700**.
- Concrete pad: estimated **\$8,000–\$10,000**.

Estimated Total: Approximately **\$32,000**, excluding permitting and minor site work such as sprinkler relocation, roadway access, and power.

Staff also discussed installing additional shed-style roofing or carports in the fenced area of the current shop for storage of the float, fireworks, and other equipment.

Council members noted the proposal could result in savings of roughly \$100,000 compared to earlier building concepts and agreed the location would improve operational convenience. Preliminary staking indicates the structure would fit well in the northeast corner of the cemetery property, though coordination with the county may be required since part of the cemetery lies outside city limits.

Action: No formal motion was recorded during this discussion. Further details, including permitting and final costs, will be reviewed before proceeding.

12. City Operations Report.

Curt provided an update on recent public works and city operations activities.

Winter Operations and Maintenance:

- Limited snowfall has reduced plowing demands but allowed him to complete additional projects.
- Chlorine residual samples are collected three times weekly and submitted quarterly.
- Meter readings were completed; six 2-inch registers and approximately ten antennas were replaced. Roughly sixteen failed units will be returned under warranty, and additional replacements will be ordered.
- The dance hall door was repaired, realigned, and fitted with a newly constructed **astragal** to eliminate gaps.
- Christmas decorations were removed, heat tape installed at City Hall and the dance hall, furnace filters replaced, and vehicle transitions completed.
- The City plans to utilize a \$14-per-month GM tracking app for the truck to monitor location, maintenance, and service needs. A physical tracker may be considered if the app proves insufficient.

Grounds and Infrastructure:

- The burn pit has been consolidated and is ready for use when conditions are allowed.
- Staff met with Sunrise regarding the cemetery bridge project. Construction is expected to begin after Memorial Day, with the bridge potentially closed for approximately 30 days. Bills must be submitted to the State by June 30, though construction may extend beyond that date.
- A neighboring property owner has granted limited access for burials and maintenance during construction but does not permit public traffic. The City may explore installing a temporary pedestrian bridge.
- Two graves were prepared and completed, potholes were repaired in the cemetery, drainage near the flagpole was improved, and several stop signs were straightened. Replacement sign faces have been ordered.
- Rocks have been swept from intersections to preserve asphalt conditions.
- Two new front tires were installed on the four-wheeler, and the cemetery truck has returned to service.

Staffing and Compliance:

- The cemetery position has been posted with a closing date of February 13th and advertised in the newspaper.
- Pressure-reducing valves throughout the City are inspected monthly.
- Water certification has been renewed, and Curt will attend training in St. George February 23–27 to obtain a higher-level certification.
- Manhole cover clearing remains in progress.

Sewer Lagoon Assessment Discussion:

Staff expressed concerns regarding the recent engineering assessment of the City's sewer lagoon system.

- It was noted that the current evaluation may lack reliable flow data due to the absence of a proper flow meter. Staff recommended installing one to accurately measure system loading.
- Questions were raised about assumptions related to leaching and the projected need for a new lagoon cell, estimated at approximately **\$6.9 million**.
- Staff requested permission to seek additional engineering opinions and explore alternative approaches, such as refurbishing an existing cell during winter months.

Council Discussion:

Council members acknowledged the importance of verifying the findings given the significant financial impact on residents. While respecting the qualifications of the current engineers, the Council agreed it would be prudent to review additional perspectives.

Direction:

Curt will gather information, including potential costs for another study and available engineering resources, and report back after an upcoming professional conference. The matter will be revisited at a future meeting before any further action is taken.

13. Water and Sewer Certification.

Curt's water certification is renewed. He is signed up to take a class 23rd through 27th of February in St. George to get his sewer certification and then tests on the 27th of February.

14. IT Services Update.

Jim provided an update on the City's information technology systems.

- The City has officially transitioned away from the Rock Mountain Tech. All prior equipment has been removed, and new equipment has been installed and operational. Computers, Wi-Fi phones, email, and cameras are fully functional.
- A new, secure equipment rack was purchased with mayoral approval after staff determined the previous rack was inadequate and not secure. Jim will schedule a brief system outage to reroute cables and complete installation.
- Two new computers, approved previously due to the end of Windows 10 security support—will be deployed to Brenda and Laura within the next month.

Email Service Issue:

- The City encountered sending limits with its email provider, causing monthly billing emails sent through Polaris to be delayed or fail.
- Staff will first attempt a recommended settings change. If unsuccessful, the proposed solution is to create a single billing email under the City's existing **fountaingreencity.com** domain at an estimated cost of \$20–\$30 annually, rather than upgrading all .gov accounts at significantly higher cost.
- An optional upgrade for approximately \$10 per year would provide ready-made receipts to confirm delivery.

Additional Items:

- A network switch was installed to provide sufficient ports for all security cameras.
- Council and Planning Commission members experiencing Outlook connectivity issues were encouraged to contact IT for assistance.
- A nonfunctional city-issued computer will be returned for recycling.

Ordinance Hosting Discussion:

The Council discussed duplicate ordinance documents appearing online and the need for a single, searchable source.

- Broken links have been removed, leaving one active set of land use ordinances; however, the City still maintains separate land use and general ordinance documents.
- CivicLink was identified as a cost-effective hosting option compared to similar services such as CivicPlus and American Legal. Benefits include improved search capability, easier public access, and simplified updates.
- IT indicated implementation would require minimal technical effort; the primary task would be merging documents for migration.

Next Steps:

A proposal and pricing for available hosting services will be presented at a future meeting so the Council can determine whether to proceed.

15. Approval of City Bills.

Council reviewed the submitted bills and discussed several line items, including locksmith services, sanitation supplies, legal fees for the annual financial report, and sheriff's department contract costs. It was clarified that citation revenue does not offset enforcement expenses due to state-mandated distributions.

- **Motion:** Vaughn made a motion to approve payment of the City bills.
- **Second:** Rich Walker seconded the motion.
- **Vote:** Motion passed unanimously.

16. Miscellaneous.

Aquifer Storage and Recovery Discussion

The engineer continued discussion on the proposed aquifer storage and recovery project.

- Chlorinated water would be the simplest option for recharge due to the well's proximity to the pressurized system; using unchlorinated water would require additional infrastructure.
- The project presents a unique opportunity for the City to store excess winter water and potentially recover a portion for future use, subject to state approval. Stored water would not convert into additional water shares but could supplement supply depending on state requirements.
- Recovered water could potentially be injected directly into the system, with chlorination added only if required.

Timeline:

The State is currently reviewing a protest filed by the Fountain Green Irrigation Company. No timeline has been provided. Even if approved, the City would still need to decide whether to proceed and complete minor well modifications, including piping and meters.

Wastewater Study and Lagoon Capacity

The engineer requested an opportunity to meet with the Council in a work session to review the wastewater study and explain the methodology used to determine system capacity.

- The study evaluated winter usage and excluded high-volume agricultural users to better reflect residential flows. Installation of a flow meter was strongly recommended to refine future projections.
- Lagoon liners are subject to strict state standards, and exceeding permeability limits can quickly reduce capacity.
- Council was advised to consider acquiring additional land for future lagoon expansion to avoid being constrained when capacity is reached. Lagoon systems remain the lowest-maintenance and most cost-effective wastewater treatment option compared to aeration systems, which require continuous operation and higher maintenance.

Next Step:

Council expressed interest in scheduling a work meeting to review the study in detail.

Ordinance Review Initiative

Staff recommended assigning a council member to lead a comprehensive review of City ordinances.

- Many provisions are outdated or conflict with recently updated Planning and Zoning ordinances.
- Digitized copies are available in Word and PDF format, and a preliminary document identifying outdated or unclear sections has already been prepared.
- IT offered assistance using document comparison tools to help identify contradictions and streamline revisions.

Action:

Rich volunteered to coordinate the review with staff and IT support. The process is expected to be extensive and completed over multiple sessions.

Cemetery Shed Project – Next Steps

Council revisited the proposed cemetery shed and confirmed the need to proceed with proper procurement steps.

- A site plan will be developed in coordination with staff.
- Competitive bids will be obtained from qualified building providers.
- Because part of the cemetery lies in county jurisdiction, the City will coordinate with the county on required approvals.

No formal motion was made.

Adjournment

- **Motion:** Kim Johnson motioned to adjourn the meeting.
- **Second:** Kerry Farnsworth seconded the motion.
- **Vote:** All present voted "Aye".
- **Result:** Motion carried unanimously.

Meeting adjourns at 9:10 p.m.

Michelle Walker, City Recorder

DRAFT



#9

Agreement # USL27-

USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as **USL**, and **FOUNTAIN GREEN LIBRARY**, herein referred to as "LIBRARY."

Fountain Green Library
375 North State Street
Fountain Green, Utah 84632

Contact Person: Taryn Collard
Phone Number: 801.854.5953
Email: taryn.collard@fountaingreencity.gov

PURPOSE OF AGREEMENT:

As a member of the Beehive Library Consortium, administered by the Utah State Library (USL), LIBRARY agrees to contribute a specified dollar amount of LIBRARY'S annual collection budget (the amount spent on print books, monographs, and audio-visual materials) for the purchase of digital content in OverDrive. LIBRARY understands that that dollar amount will typically be based on LIBRARY'S percentage of the total OverDrive circulation from the previous calendar year. As this is LIBRARY'S first subscription term, and prior usage statistics are not available, USL will base the FY26/FY27 contribution amount shown on this MOA on the average of 2024 usage from two other member libraries with comparable legal service areas (i.e. Minersville and Milford).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by March 30, 2026.** Any exceptions must be arranged in writing via email to Marie Hyatt, Library Resources Program Manager at mariehyatt@utah.gov.
2. The effective dates of Agreement shall be from July 1, 2026 through June 30, 2027. Going forward each subscription term will align with the city's fiscal year: July 1 through June 30.
3. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
4. This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.
5. USL is subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. ("GRAMA"). Accordingly, certain records within possession or control, including without limitation, this Agreement, may be subject to public disclosure; and both parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA.
6. In performance of this Agreement both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
8. USL is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by USL of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Marie Hyatt, mariehyatt@utah.gov 801-715-6756
LIBRARY Contact: Taryn Collard, taryn.collard@fountaingreencity.gov , 801.854.5953

CONTRIBUTION AMOUNTS OF PARTICIPATING LIBRARIES:

LIBRARY contributions will be calculated based on their circulation statistics for 2024. The amount per circ will be calculated as follows: **(LIBRARY'S circulation/Total Consortium Circulation) * Total Consortium Budget.**

The Total Consortium Budget will be agreed upon by the group by the June previous to the beginning of each calendar year.

LIBRARY'S OverDrive circulation in 2024 was **1,914***

The BLC total circulation in 2024 was **7,034,987**

LIBRARY'S percentage of total circulation was **.02%**

The BLC total 2026 budget is **\$765,153.**

LIBRARY'S PORTION OF 2026 BUDGET IS \$208.17

*This is an average of Milford's circulation (2,264) and Minersville's circulation (1,563).

Libraries with 2024 collection expenditures under \$30,000 ONLY, please indicate an option below:

- LIBRARY has the resources to cover its contribution without assistance from the USL.
- LIBRARY does not have the resources to pay the full amount, but can afford to be invoiced for this amount instead: _____
- LIBRARY is unable to pay any amount at this time and would like the USL to cover LIBRARY'S contribution. LIBRARY understands that in future years, if LIBRARY expenditures exceed \$30,000, LIBRARY will be responsible for paying its own contribution.

PURCHASING & INVOICING OF PARTICIPATING LIBRARIES:

All libraries will be invoiced by OverDrive (not the USL) for their membership contributions at the beginning of the fiscal year. Each library may choose to be invoiced in one of two ways. *Please indicate one option below:*

OPTION 1: LIBRARY chooses one (1) invoice for LIBRARY'S contribution. LIBRARY does not wish to select shared content. All monies will be paid to the consortium account and will be used by the State Library to select and purchase shared content.

LIBRARY acknowledges that LIBRARY'S contribution will be used by the USL for the shared collection and will be equally accessible to ALL patrons.

OPTION 2: LIBRARY chooses two (2) invoices for LIBRARY'S contribution. LIBRARY chooses to select shared content.

Invoice 1: 50% of LIBRARY'S contribution will be paid to the consortium account and used by the State Library for selecting and purchasing content for the shared collection.

Invoice 2: 50% of LIBRARY'S contribution will be paid to LIBRARY'S Advantage account and will be used by LIBRARY to select and purchase content for the shared collection.

LIBRARY acknowledges that 50% of LIBRARY'S contribution will be used by USL for the shared collection and content will be equally accessible to ALL patrons because they will be "owned" by the consortium and 50% of LIBRARY'S contribution will be used by LIBRARY for the shared collection but owned by the advantage library.

REQUIRED SUPPORT AND LIBRARY INFORMATION

End user support email or support form URL* _____

*This should be a shared email at your library or a URL to a support form where OverDrive can refer your patrons who contact them about library card or pin number problems.

LIBRARY'S purchasing agents:

Name:

Email:

Acknowledgements and Agreements of Participating Libraries

- Acknowledges that the annual contribution amount will be invoiced by OverDrive to LIBRARY within the first five business days of the effective date of this Memorandum of Agreement, which is the beginning of LIBRARY'S fiscal year.
- Acknowledges that the annual contribution will be paid to OverDrive by LIBRARY.
- Agrees to share OverDrive, Inc. (OC/OU, MA: by time--one user, MA: by earlier of x time or y checkouts--one user) digital content the library purchases with the Consortium. For more information on lending models: <https://resources.overdrive.com/understanding-lending-models/>
- Acknowledges that LIBRARY must use a patron authentication method such as SIP, SIP2, NCIP, Patron API, or Overdrive's User Login Manager.
- Acknowledges that the above authentication methods may incur additional costs. All such fees shall be at LIBRARY'S own expense and are not included in the contribution amount.
- Agrees to notify the Utah State Library and OverDrive of any changes to the above patron authentication methods, ILS changes, library card number changes, or server updates as soon as possible.
- Agrees to serve as the first point of contact for OverDrive and patron inquiries related to authentication, PINs/Passwords, and blocked/expired cards by providing a local support email or URL to a web form.

Agreement between USL and FOUNTAIN GREEN LIBRARY

Agreement # USL27-

- If LIBRARY currently integrates OverDrive MARC records in its ILS, LIBRARY agrees to remove weeded MARC records from LIBRARY'S ILS as needed. Weed lists will be sent as needed if titles are weeded from the shared collection.
- Agrees to follow all policies and guidelines put forth by the Beehive Library Consortium Administrative Committee.
- Agrees to notify the Utah State Library of any contact changes as soon as possible.
- Agrees to require all purchasing agents to take an annual training on OverDrive Marketplace, consortium purchasing guidelines, and to register for the BLC listserv where important information relevant to purchasing in Marketplace will be shared.
- Acknowledges that if LIBRARY withdraws from the Beehive Library Consortium prior to the expiration of the Utah State Library's agreement with OverDrive, all content, products and services that have been purchased with LIBRARY'S monetary and in-kind contributions to the Consortium shall remain with the Consortium. All Advantage Library content will remain with LIBRARY.
- LIBRARY agrees not to purchase pre-order titles unless otherwise authorized by the Administrative Committee.
- LIBRARY agrees to prioritize local holds, especially if the title is not owned by the State Library, over new titles to ensure shorter wait times for their own patrons.

Acknowledgements and Agreements of Utah State Library (Consortium Leader)

- Agrees to pay the annual maintenance and platform fee to OverDrive, Inc.
- Agrees to purchase magazine subscription of 4,650+ titles.
- Agrees to cover the contribution amounts of any libraries with an annual collection expenditures amount of **less than \$30,000 if it is needed.**
- Agrees to act as system administrator for the OverDrive platform and project manager for the consortium.
- Agrees to provide training to member libraries as needed.
- Agrees to create and advise committees.
- Agrees to make MARC records available.
- Agrees to send weed lists as needed to member libraries.

Failure of a library to comply with the conditions stated above will result in the removal of the member library from the Beehive Library Consortium.

In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY

Cara Rothman, Director

Date

FOUNTAIN GREEN LIBRARY

Director

Date



Fountain Green City

Evidence of long term support from Jurisdictional Officials

On behalf of the City of Fountain Green, this letter is to formally affirm the City's continued support of the Fountain Green City Library.

The Fountain Green City Library has long been recognized as an essential public service that supports literacy, education. Lifelong learning and community engagement for residents of all ages. The City of Fountain Green is committed to the long-term sustainability and success of the library and acknowledges its vital role in serving the cultural, educational and informational needs of our community.

The City has consistently provided public funding, administrative support and oversight for the operation of the Fountain Green City Library and intends to continue doing so into the future. This includes ongoing financial support through the city budgeting process, support for staffing and facilities and collaboration with the Library Director and Library Board to ensure responsible governance and growth.

The City fully supports the Fountain Green City Library's pursuit of Initial Certification with the Utah State Library Division and recognizes certification as an important step in strengthening library services, increasing access to state resources and enhancing services to our residents.

Please accept this letter as evidence of the City's long-term commitment to supporting the Fountain Green City Library.

Mayor (Printed Name)

(Signature)

City Council Liaison (Printed Name)

(Signature)

City Recorder/Clerk (Printed Name)

(Signature)

Library Director (Printed Name)

(Signature)

Date: _____



A Resolution Establishing the Fountain Green City Library Board of Directors and Appointing Members

WHEREAS, Fountain Green City has established and maintains a public library to serve the residents of the community in accordance with Utah Code §9-7-401 et seq.; and

WHEREAS, Utah law provides for the governance of public libraries by a library board of directors appointed by the governing body of the city; and

WHEREAS, the City Council desires to formally establish the Fountain Green City Library Board of Directors and appoint its members to ensure compliance with state law and best practices for public library governance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Fountain Green City, Utah, that:

1. The Fountain Green City Library Board of Directors is hereby formally established pursuant to Utah Code §9-7-402.
2. The following individuals are hereby appointed to serve as members of the Fountain Green City Library Board of Directors.
3. Board members shall serve staggered terms in accordance with Utah law and city policy, beginning on the date of this resolution.
4. The Library Board of Directors shall exercise general policy authority for the governance of the Fountain Green City Library, while day-to-day administration shall be the responsibility of the Library Director.

PASSED AND ADOPTED this _____ day of _____, 2026.

City Council Member

Mayor: _____

City Recorder/Clerk: _____



Library Board Appointment Roster

| | | | |
|--------------------|-------------------|--------------|----------------|
| Chair: | Susan Monsen | Term: | ends June 2029 |
| Vice Chair: | Mary Smith | Term: | ends June 2028 |
| Member: | Laura Jensen | Term: | ends June 2027 |
| Member: | Michelle Jacobsen | Term: | ends June 2028 |
| Member: | Jody Noakes | Term: | ends June 2027 |



A RESOLUTION FORMALLY ESTABLISHING THE FOUNTAIN GREEN CITY LIBRARY

WHEREAS, the City of Fountain Green recognizes the importance of providing free and equitable access to information, education, literacy resources, and lifelong learning opportunities for its residents; and

WHEREAS, Utah Code §9-7-401 authorizes cities to establish and maintain a public library for the benefit of the community; and

WHEREAS, the City of Fountain Green desires to formally establish a public library to serve the educational, informational, cultural, and recreational needs of the community; and

WHEREAS, the Fountain Green City Library has been operating as a public library serving the residents of Fountain Green since _____; and

WHEREAS, the City of Fountain Green intends to continue supporting the Fountain Green City Library through public funding, governance oversight, and long-term municipal support;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain Green, Utah, that:

1. The Fountain Green City Library is hereby formally established as a public library of the City of Fountain Green, pursuant to Utah Code §9-7-401.
2. The Fountain Green City Library is recognized as an official municipal department or entity of the City of Fountain Green.
3. The City affirms its commitment to maintaining and supporting the Fountain Green City Library for the benefit of the public.
4. This resolution shall remain in effect unless amended or repealed by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2026.

City Council Member

Mayor: _____

City Recorder/Clerk: _____

For your information

10

Current Annual Library Budget (City Funded)

| Category | Annual Cost | Description |
|-----------------------------|-------------|--|
| Library Director Position | \$16,068 | Wages, 20 hours per week @ \$15.54/hour |
| Story Hour | \$1,250 | Wages, \$25 per lesson throughout the year |
| Story Time | \$1,250 | Wages, \$25 per lesson throughout the year |
| Library Supplies | \$450 | Books, supplies, and operational expenses |
| Total Current Annual Budget | \$19,018 | |

Proposed Contingency Addition – Integrated Library System (ILS)

| Category | Annual Cost | Description |
|--|-------------|---|
| Integrated Library System (Koha + Aspen) | \$1,000 | Required system to align with Utah State Library standards and enable access to state services. |

Annual Budget Summary and Contingency Funding Request – Integrated Library System (ILS)

Budget Comparison Summary

| | Annual Total |
|--------------------------------------|--------------|
| Current Annual Budget | \$19,018 |
| Proposed Budget with ILS Contingency | \$20,018 |
| Difference | \$1,000 |

The Library is transitioning to a new Integrated Library System (ILS) to align with Utah State Library standards and support Initial State Certification. This system allows the library to integrate with the state network, access state-supported resources, and ensure long-term sustainability.

The library will be pursuing grant funding and external funding sources to cover this cost. This request is being submitted as contingency funding only, in the event grant funding is unavailable or insufficient.

This request does not represent an immediate or guaranteed expense. The library will prioritize grant funding first and will only rely on City funding if necessary to maintain required services and certification eligibility.

Establishing contingency funding ensures the library can continue operating in compliance with state standards while minimizing financial impact on the City whenever possible.

Requested Action

Approval to include an additional \$1,000 in contingency funding within the library budget to cover the Integrated Library System if grant funding is not secured.

-2-

Proposal: Community Swap Meet Fundraiser

I would like to host a community swap meet fundraiser in May 2026, scheduled the weekend before or after the City Clean-Up Day. The goal is to give residents a chance to sell unwanted items in one central location, similar to a large community yard sale, while raising funds that benefit the city and the library.

The event would be held on the lot just south of the City Building. I would map out and assign individual **10' x 10' spaces**, which residents could rent for **\$20 per space**. Each participant would be responsible for their own setup, sales, and cleanup within their designated area.

In addition, I would offer optional **folding table rentals for \$5–\$10 per table**, depending on availability. Participants would also have the option to bring their own tables if they prefer.

All funds raised would come from the rental of vendor spaces and table rentals. There would be no cost to the City to host this event. The Library would handle all planning, registration, layout, and oversight.

The funds raised would be used to directly benefit the community, with priorities as follows:

First priority:

Purchase an annual movie license that would allow the Library to host free movie nights at the city theater throughout the year. This would provide regular, family-friendly events for the community at no cost to residents. This would also give the Library great fundraising opportunities as well.

Second Idea for Funds:

Repair or replace folding tables used at the City Building. These tables are used regularly for city meetings, events, and community programs, so improving them benefits multiple departments and activities.

Any additional funds raised beyond those needs could be used wherever the Mayor and City Council feel they would be most beneficial for the City.

This event would provide a simple way for residents to clean out unwanted items, earn some extra money, and participate in a fun community event, while also improving shared city resources.

I am requesting approval to use the lot south of the City Building and to move forward with planning this event in May 2026.

Thank you for your consideration.

Taryn Collard



375 N. State Street
P.O. Box 97
Fountain Green, UT 84632
(435) 445-3453
frontdesk@fountaingreencity.gov



February 13, 2026

Fountain Green City Planning Commission

Fountain Green City Council and Mayor

The Fountain Green City Planning Commission met on February 12, 2026 and considered the application presented by Greg Johnson (Irrigation Master) for a permit to place an 8'x48' (384 sq.ft.) Conex on the City's 0.53-acre corner lot at 150 North 240 West, serial #18074, in the Public Facilities (PF) Zone – not in the FEMA SFHA. Mr. Johnson reported that the Irrigation Company has a lease agreement for this purpose with the City.

Seven of the nine Planning Commission members were in attendance for this discussion and in making the recommendation. Rich Walker (City Council liaison to the Planning Commission) was also in attendance. Jim motioned to recommend approval of the permit to the City Council for the Irrigation Company to place their Conex on the City lot as described. Tyler seconded the motion and all (Mark Woods, Curt Lund, James (Jim) Beagley, Roger Aagard, Tyler Smith, Jessica Wilson, Matthew (Matt) Brown) voted in favor.

Sanpete County does not inspect Conex storage containers unless they have modifications, but they do require them to be anchored.

Mark Woods

Planning Commission Chair

Heather Papenfuss
Planning Commission Secretary



375 N. State Street
P.O. Box 97
Fountain Green, UT 84632
(435) 445-3453
frontdesk@fountaingreencity.gov

February 16, 2026

Fountain Green City Planning Commission

Fountain Green City Council and Mayor

The Fountain Green City Planning Commission met on June 12, 2025 and considered the calculations made by Tyler Smith regarding fees that should be charged for subdivision applications. For a simple lot subdivision (10 or fewer lots) Tyler calculated 5 hours at \$20/hour for a fee of \$100. For a subdivision of more than 10 lots, Tyler calculated 7 hours at \$20/hour for a fee of \$140. Tyler has compared these fees with other cities fees and feels that they are in line with them. In each case, the Administrative Land Use Authority (Jones & DeMille) would charge their own fee to be paid directly to them by the developer. In the new Subdivision Chapter, the City Council is not involved in approval of a subdivision!

Five of the eight Planning Commission members were in attendance for this discussion and in making the recommendation. Jacob (Jake) Littlefield (City Council liaison to the Planning Commission) was also in attendance. Jim motioned to recommend the subdivision application fees to the City Council. Matt seconded the motion and all (Brent Jakins, Mark Woods, James (Jim) Beagley, Matthew (Matt) Brown, Tyler Smith) voted in favor.

In the same meeting, a revised Affidavit was presented and Tyler motioned to recommend acceptance of the revised Affidavit to the City Council. Jim seconded the motion and all voted in favor. See attached document.

Mark Woods

Planning Commission Chair

Heather Papenfuss
Planning Commission Secretary



Fountain Green City
375 N State
Fountain Green, UT 84632
(435) 445-3453

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH

COUNTY OF SANPETE

I (we), _____ being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I (we) have received written instructions regarding the process for which I (we) are applying. I (we) have received a copy of the Fountain Green Subdivision Ordinance (Chapter 10), General Design Standards (Chapter 11), and the General Plan. I (we) acknowledge that I (we) have read the Subdivision Ordinance (Chapter 10) and General Design Standards (Chapter 11), or that my (our) agent has read these chapters, and that he (she) understands the provisions of the Subdivision Ordinance (Chapter 10) and General Design Standards (Chapter 11), and that he (she) will fully and completely comply with the provisions and requirements therein contained. The City staff have indicated they are available to assist me (us) in making this application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____, 20_____

(Notary Public)

Residing in: _____

Commission Expires: _____



375 N. State Street
P.O. Box 97
Fountain Green, UT 84632
(435) 445-3453
frontdesk@fountaingreencity.gov

February 13, 2026

Fountain Green City Planning Commission

Fountain Green City Council and Mayor

The Fountain Green City Planning Commission held Public Hearings on January 8, 2026 and February 12, 2026. The subject of the Hearing was to propose adoption of the 2006 International Wildland Urban Interface Code.

Shay Morrison (R6 Community Advisor) sent a draft of an ordinance for adoption of the International Wildland Urban Interface Code. There was much discussion concerning section 3 which allows for repeal of "All Fountain Green City ordinances or parts of ordinances in conflict with this ordinance." Fire Chief Todd Robinson presented information at the second Public Hearing and answered questions there and in the regular meeting of the Planning Commission. He didn't see a problem with striking section 3 from the draft that Mr. Morrison sent and adopting the Ordinance without it.

Seven of the nine Planning Commission members were in attendance for this discussion and in making the recommendation. Rich Walker (City Council liaison to the Planning Commission) was also in attendance. Tyler motioned to recommend adoption of the 2006 International Wildland Urban Interface Code as discussed at the Public Hearings and regular meeting of the Planning Commission held February 12, 2026 **contingent on striking section 3** from the Ordinance. Roger seconded the motion and all (Mark Woods, Curt Lund, James (Jim) Beagley, Roger Aagard, Tyler Smith, Jessica Wilson, Matthew (Matt) Brown) voted in favor.

Mark Woods

Planning Commission Chair

Heather Papenfuss
Planning Commission Secretary

ORDINANCE NO.
FOUNTAIN GREEN, UTAH
AN ORDINANCE ADOPTING
THE WILDLAND-URBAN INTERFACE CODE

AN ORDINANCE OF FOUNTAIN GREEN CITY ADOPTING THE 2006 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC), AS CURRENTLY AMENDED BY THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS; REGULATING AND GOVERNING THE MITIGATION OF HAZARDS TO LIFE AND PROPERTY FROM THE INTRUSION OF FIRE FROM WILDLAND EXPOSURES, FIRE FROM ADJACENT STRUCTURES, AND THE PREVENTION OF STRUCTURE FIRES FROM SPREADING TO WILDLAND FUELS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES; REPEALING PRIOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE FOUNTAIN GREEN CITY COUNCIL:

Section 1. Adoption of the International Wildland-Urban Interface Code.

A certain document, three (3) copies of which are on file in the office of the Fountain Green Recorder, being marked and designated as the *International Wildland-Urban Interface Code, 2006 Edition*, as published by the International Code Council, is hereby adopted as the Wildland-Urban Interface Code of Fountain Green City, State of Utah.

Said code shall regulate and govern the mitigation of hazards to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures, and the prevention of structure fires from spreading to wildland fuels. The adoption includes providing for the issuance of permits and the collection of applicable fees.

Each and all of the regulations, provisions, penalties, conditions, and terms of the referenced Wildland-Urban Interface Code, as filed in the office of the City Recorder, are hereby adopted and made a part of this ordinance as if fully set forth herein, subject to the additions, insertions, deletions, and changes prescribed in Section 2 of this ordinance.

Section 2. Adoption of the Wildland-Urban Interface Boundary.

The specific boundaries of the Wildland-Urban Interface (WUI) area shall be as shown on the officially adopted Fountain Green City Wildland-Urban Interface Map. This ordinance

serves to adopt the map shown in Appendix A as the Wildland-Urban Interface (WUI) area map for Fountain Green City.

Section 3. Repealer.

All Fountain Green City ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

The Fountain Green City Council declares that it would have passed this ordinance, and each section, subsection, clause, and phrase thereof, regardless of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional.

Section 5. Savings Clause.

Nothing contained in this ordinance or the adopted Wildland-Urban Interface Code shall be construed to affect any suit, proceeding, or action pending in any court; any rights acquired; any liability incurred; or any cause of action existing under any ordinance hereby repealed. Any such just or legal right or remedy shall not be lost, impaired, or affected by this ordinance.

Section 6. Publication.

The Fountain Green City Recorder is hereby directed to publish this ordinance in accordance with Utah State law.

Section 7. Effective Date.

This ordinance and the rules, regulations, provisions, requirements, orders, and matters adopted herein shall take effect immediately after the date of its final passage and adoption.

PASSED AND ADOPTED by the Fountain Green City Council this ___ day of _____, 2026.

Mayor:

Willard Wood

City Clerk/Recorder:

Michelle Walker

Council Members:

Kerry Farnsworth

Rich Walker

Kim Johnson

Vaughn Jacobsen

Jacob Littlefield

2026 Fountain Green City Wildland-Urban Interface Map



 = WUI area of concern

 = City Boundary

No WUI areas of concern within Fountain Green City boundaries.

Fountain Green City
Open Invoice Listing

2/9/2026

| <u>Vendor Id</u> | <u>Vendor Name</u> | <u>Invoice No.</u> | <u>PO#</u> | <u>Invoice Date</u> | <u>Due Date</u> | <u>Amount</u> |
|------------------|---------------------------------------|--------------------|------------|---------------------|-----------------|-------------------|
| 0205 | Johnson, Greg | 020726 | | 2/7/2026 | 2/7/2026 | \$250.00 |
| 1682 | MANGUM LAW, PLLC | 020926 | | 2/9/2026 | 2/9/2026 | \$400.00 |
| 2039 | Nielsen, Curt | 020726 | | 2/7/2026 | 2/7/2026 | \$350.00 |
| 0591 | Peckham, Paula | 020726 | | 2/7/2026 | 2/9/2026 | \$114.74 |
| 2297 | PEHP Health & Benefits | 718886 | | 2/1/2026 | 3/1/2026 | \$4,450.48 |
| 0541 | Public Employees Health Program | 0124184831 | | 1/20/2026 | 2/9/2026 | \$184.16 |
| 1027 | Rocky Mountain Power | 012826 | | 1/28/2026 | 2/10/2026 | \$2,427.97 |
| 1027 | Rocky Mountain Power | 012826/ | | 1/28/2026 | 1/28/2026 | \$54.91 |
| | Vendor Total: | | | | | \$2,482.88 |
| 844 | Sanpete Sanitary Landfill Cooperative | 013126 | | 1/31/2026 | 2/9/2026 | \$1,537.20 |
| | Report Total: | | | | | \$9,769.46 |



**Fountain Green City
Liability General Ledger - 03/19/2026**

| Account | | Vendor Name | Reference No. | Description | Amount |
|--|------|---------------------------------------|---------------|-------------------------|-------------------|
| Date | Code | | | | |
| 101461 - Health Insurance prepaid | | | | | |
| 1/20/2026 | AP | Public Employees Health Program | 0124184831 | Life Coverage | 184.16 |
| 2/1/2026 | AP | PEHP Health & Benefits | 718886 | Curt | 731.14 |
| 2/1/2026 | AP | PEHP Health & Benefits | 718886 | Curt/Dental | 38.60 |
| 2/1/2026 | AP | PEHP Health & Benefits | 718886 | Michelle | 1,513.46 |
| 2/1/2026 | AP | PEHP Health & Benefits | 718886 | Paula | 2,047.18 |
| 2/1/2026 | AP | PEHP Health & Benefits | 718886 | Paula/Dental | 120.10 |
| | | | | | \$4,634.64 |
| 104140.111 - Admin CLERK SALARIES & WAGES | | | | | |
| 2/7/2026 | AP | Peckham, Paula | 020726 | Office | 108.18 |
| | | | | | \$108.18 |
| 104140.270 - Admin UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026/City Hall | 1.05 |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026/Shop | 72.34 |
| | | | | | \$73.39 |
| 104140.305 - Admin ATTORNEY | | | | | |
| 2/9/2026 | AP | MANGUM LAW, PLLC | 020926 | February, 2026 | 400.00 |
| | | | | | \$400.00 |
| 104150.620 - NonDep DUP | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 32.10 |
| | | | | | \$32.10 |
| 104150.690 - NonDep COUNTY LANDFILL | | | | | |
| 1/31/2026 | AP | Sanpete Sanitary Landfill Cooperative | 013126 | January, 2026 | 1,537.20 |
| | | | | | \$1,537.20 |
| 104220.270 - Fire UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 343.15 |
| | | | | | \$343.15 |
| 104510.270 - Parks UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 183.59 |
| | | | | | \$183.59 |
| 104520.270 - Theatre/Dance UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 316.36 |
| | | | | | \$316.36 |
| 104590.111 - Cemetery SEXTON WAGES | | | | | |
| 2/7/2026 | AP | Johnson, Greg | 020726 | Greg | 125.00 |
| 2/7/2026 | AP | Johnson, Greg | 020726 | Sonia Cook Robertson | 125.00 |
| 2/7/2026 | AP | Nielsen, Curt | 020726 | Sonia Cook Robertson | 175.00 |
| 2/7/2026 | AP | Nielsen, Curt | 020726 | Thomas Cook | 175.00 |
| | | | | | \$600.00 |
| 104590.270 - Cemetery UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 11.78 |
| | | | | | \$11.78 |
| 214410.260 - Streets STREET MAINT | | | | | |
| 2/7/2026 | AP | Peckham, Paula | 020726 | Main Street | 6.56 |
| | | | | | \$6.56 |
| 214410.420 - Streets STREET LIGHTS | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2025 | 969.21 |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026/Flag Pole | 13.68 |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | State Street Walkway | 54.91 |
| | | | | | \$1,037.80 |

**Fountain Green City
Liability General Ledger - 03/19/2026**

| Account | | Vendor Name | Reference No. | Description | Amount |
|----------------------------------|------|----------------------|---------------|---------------|-----------------|
| Date | Code | | | | |
| 516280.6171 - W UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 318.65 |
| | | | | | \$318.65 |
| 526280.6271 - S UTILITIES | | | | | |
| 1/28/2026 | AP | Rocky Mountain Power | 012826 | January, 2026 | 166.06 |
| | | | | | \$166.06 |
| Total Liability | | | | | |
| | | | | 10 General | 8,240.39 |
| | | | | 21 Roads | 1,044.36 |
| | | | | 51 Water | 318.65 |
| | | | | 52 Sewer | 166.06 |
| | | | | | 9,769.46 |

**Fountain Green City
Open Invoice Listing**

2/17/2026

| <u>Vendor Id</u> | <u>Vendor Name</u> | <u>Invoice No.</u> | <u>PQ#</u> | <u>Invoice Date</u> | <u>Due Date</u> | <u>Amount</u> |
|------------------|-----------------------|--------------------|------------|---------------------|-----------------|--------------------|
| 1954 | 3T Products | IV00586086 | | 2/12/2026 | 2/19/2026 | \$173.66 |
| 853 | Beck Auto Service | 02072026 | | 2/7/2026 | 2/7/2026 | \$1,353.11 |
| 1032 | CentraCom | 02012026 | | 2/1/2026 | 2/19/2026 | \$476.84 |
| 0 | Chemtech-Ford, LLC | 26A1742 | | 1/28/2026 | 2/19/2026 | \$64.00 |
| 0 | Chemtech-Ford, LLC | 26B0709 | | 2/11/2026 | 3/1/2023 | \$64.00 |
| | Vendor Total: | | | | | \$128.00 |
| 2331 | Container Central | 1456 | | 2/17/2026 | 2/19/2026 | \$5,500.00 |
| 1008 | Enbridge Gas | 02020226 | | 2/2/2026 | 2/19/2026 | \$1,572.22 |
| 0601 | Kopy Katz Printing | 871 | | 2/9/2026 | 2/9/2026 | \$58.00 |
| 5054 | NAPA Auto Parts | 500855 | | 2/5/2026 | 2/19/2026 | \$13.05 |
| 5054 | NAPA Auto Parts | 501260 | | 2/11/2026 | 2/19/2026 | \$1.84 |
| 5054 | NAPA Auto Parts | 503428 | | 2/11/2026 | 2/11/2026 | \$0.92 |
| | Vendor Total: | | | | | \$15.81 |
| 0 | Pelorus Methods, INC. | 260301 | | 2/1/2026 | 2/19/2026 | \$1,700.00 |
| 1246 | The Sign Man | 15,752-H | | 2/10/2026 | 2/19/2026 | \$931.22 |
| 1070 | Utah State Treasurer | 01312026 | | 1/31/2026 | 2/19/2026 | \$555.32 |
| 1070 | Utah State Treasurer | 12312025 | | 12/31/2025 | 2/19/2026 | \$425.60 |
| | Vendor Total: | | | | | \$980.92 |
| 1017 | Verizon | 365542531-00001 | | 2/1/2026 | 2/1/2026 | \$41.05 |
| 4985 | Wex Bank | 110337176 | | 1/31/2026 | 2/26/2026 | \$313.92 |
| | Report Total: | | | | | \$13,244.75 |

**Fountain Green City
Liability General Ledger - 03/19/2026**

| Account | | Vendor Name | Reference No. | Description | Amount |
|--|------|-----------------------|-----------------|-----------------------------|-----------------|
| Date | Code | | | | |
| 103510 - G PENALTIES/FINES - COURT | | | | | |
| 12/31/2025 | AP | Utah State Treasurer | 12312025 | January 2025 | 425.60 |
| 1/31/2026 | AP | Utah State Treasurer | 01312026 | January 2026 | 555.32 |
| | | | | | \$980.92 |
| 104140.250 - Admin TECH SUPPORT/SOFTWARE | | | | | |
| 2/1/2026 | AP | Pelorus Methods, INC. | 260301 | Pelorus Software & Support | 566.68 |
| | | | | | \$566.68 |
| 104140.270 - Admin UTILITIES | | | | | |
| 2/2/2026 | AP | Enbridge Gas | 02020226 | January 2026 | 344.22 |
| 2/2/2026 | AP | Enbridge Gas | 02020226 | January 2026 utilities/shop | 427.61 |
| | | | | | \$771.83 |
| 104140.280 - Admin TELEPHONE | | | | | |
| 2/1/2026 | AP | CentraCom | 02012026 | Emergency | 48.06 |
| 2/1/2026 | AP | CentraCom | 02012026 | Fax | 48.81 |
| 2/1/2026 | AP | CentraCom | 02012026 | Library | 155.06 |
| 2/1/2026 | AP | CentraCom | 02012026 | Main Line | 80.96 |
| 2/1/2026 | AP | CentraCom | 02012026 | Special Circuit | 99.00 |
| 2/1/2026 | AP | Verizon | 365542531-00001 | Michelle's cell phone | 41.05 |
| | | | | | \$472.94 |
| 104150.620 - NonDep DUP | | | | | |
| 2/2/2026 | AP | Enbridge Gas | 02020226 | January 2026 utilities | 183.15 |
| | | | | | \$183.15 |
| 104210.450 - Police ANIMAL CONTROL EXPENSES | | | | | |
| 2/9/2026 | AP | Kopy Katz Printing | 871 | 2 Part NCR | 58.00 |
| 2/12/2026 | AP | 3T Products | IV00586086 | DOG TAGS | 173.66 |
| | | | | | \$231.66 |
| 104220.250 - Fire EQUIPMENT - SUPPLY/MAINT | | | | | |
| 2/5/2026 | AP | NAPA Auto Parts | 500855 | cut-off wheel (618) | 13.05 |
| 2/11/2026 | AP | NAPA Auto Parts | 501260 | Carriage Bolt | 1.84 |
| 2/11/2026 | AP | NAPA Auto Parts | 503428 | Lock Nut | 0.92 |
| | | | | | \$15.81 |
| 104220.255 - Fire FUEL & OIL | | | | | |
| 1/31/2026 | AP | Wex Bank | 110337176 | FUEL FOR FIRE TRUCKS | 313.92 |
| | | | | | \$313.92 |
| 104220.270 - Fire UTILITIES | | | | | |
| 2/2/2026 | AP | Enbridge Gas | 02020226 | January 2026 | 172.10 |
| | | | | | \$172.10 |
| 104520.270 - Theatre/Dance UTILITIES | | | | | |
| 2/2/2026 | AP | Enbridge Gas | 02020226 | January 2026 | 445.14 |
| | | | | | \$445.14 |
| 104520.280 - Theatre/Dance TELEPHONE | | | | | |
| 2/1/2026 | AP | CentraCom | 02012026 | Internet | 44.95 |
| | | | | | \$44.95 |
| 104590.255 - Cemetery FUEL & OIL | | | | | |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | 93 Chevy (49304) | 49.00 |
| | | | | | \$49.00 |
| 214410.250 - Streets EQUIPMENT - SUPPLY/MAINT | | | | | |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Heavy Equipment Service | 206.92 |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Tires for Four Wheeler | 310.30 |
| 2/10/2026 | AP | The Sign Man | 15,752-H | 30 Yield Faces | 931.22 |

**Fountain Green City
Liability General Ledger - 03/19/2026**

| Account | | | | | | |
|--|------|-----------------------|---------------|--------------------------------|--|-------------------|
| Date | Code | Vendor Name | Reference No. | Description | | Amount |
| 214410.255 - Streets FUEL & OIL | | | | | | |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | 22 Ford (49311 | | 19.17 |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Backhoe/Oil & Filter | | 271.02 |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Public Works Truck fuel | | 152.79 |
| | | | | | | \$442.98 |
| 516255.6131 - W FUEL & OIL | | | | | | |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | 22 Ford (49311 | | 19.17 |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Public Works Truck fuel | | 152.79 |
| | | | | | | \$171.96 |
| 516310.6171 - W PROFESSIONAL SERVICES | | | | | | |
| 2/1/2026 | AP | Pelorus Methods, INC. | 260301 | Pelorus Software & Support | | 566.66 |
| | | | | | | \$566.66 |
| 516420.6131 - W CHEMICALS & TESTING | | | | | | |
| 1/28/2026 | AP | Chemtech-Ford, LLC | 26A1742 | Colilert AP | | 64.00 |
| 2/11/2026 | AP | Chemtech-Ford, LLC | 26B0709 | Colilert AP | | 64.00 |
| | | | | | | \$128.00 |
| 526255.6271 - S FUEL & OIL | | | | | | |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | 22 Ford (49311 | | 19.16 |
| 2/7/2026 | AP | Beck Auto Service | 02072026 | Public Works Truck fuel | | 152.79 |
| | | | | | | \$171.95 |
| 526310.6271 - S PROFESSIONAL SERVICES | | | | | | |
| 2/1/2026 | AP | Pelorus Methods, INC. | 260301 | Pelorus Software & Support | | 566.66 |
| | | | | | | \$566.66 |
| 711563 - Lamb Day Expense | | | | | | |
| 2/17/2026 | AP | Container Central | 1456 | 40'HC Double Door for Lamb Day | | 5,500.00 |
| | | | | | | \$5,500.00 |
| Total Liability | | | | | | |
| | | | | 10 General | | 4,248.10 |
| | | | | 21 Roads | | 1,891.42 |
| | | | | 51 Water | | 866.62 |
| | | | | 52 Sewer | | 738.61 |
| | | | | 71 Agency Fund | | 5,500.00 |
| | | | | | | 13,244.75 |



MISCELLANEOUS –

- 1 - Electronic/Remote Participation for City Council/Vaughn
- 2 - Definition of Sexton and Cemetery Superintendent/Vaughn
- 3 - Plots and Perpetual Care/Resident and Nonresident/Vaughn
- 4 - APC Tower Lease and Land Purchase Proposal/Vaughn
- 5 - Aquifer Regeneration Report/Garrick from Jones & DeMille
- 6 - Bridge Status Report/Mayor

Miscellaneous
#1

ORDINANCE NO. 2024-00

AN ORDINANCE PROVIDING FOR THE CITY TO CONVENE AND CONDUCT ELECTRONIC MEETINGS IN ACCORDANCE WITH UTAH CODE ANN. §52-4-207

WHEREAS, Fountain Green City (the City) is a municipal corporation duly organized and existing under the laws of State of Utah;

WHEREAS, the Fountain Green City Council finds the governing body may exercise all administrative and legislative powers by resolution and ordinance, in accordance with Utah State law;

WHEREAS, the Fountain Green City Council finds it is in the public interest for the municipality to adopt an Electronic Meetings Ordinance within the City of Fountain Green and the adoption of this ordinance will serve that purpose; and

WHEREAS, the Utah Open and Public Meetings Act set forth in Section 52-4-et seq. Utah Code Annotated establishes procedures for convening and conducting public meetings; and

WHEREAS, Section 52-4-207 authorizes public bodies to hold public meetings through electronic means provided certain requirements are met;

NOW THEREFORE, be it ordained by the City Council of Fountain Green City, State of Utah, as follows:

Section 1 - Definitions.

Definitions: The following terms are defined as follows for the purpose of this paragraph G:

ANCHOR LOCATION: The council chambers located in the city offices at 375 N State St Fountain Green, UT 84632, in Sanpete County, Utah, where interested persons and the public may attend and monitor the open portions of the meeting.

ELECTRONIC ATTENDANCE: Participation in a meeting via telephonic or electronic means, including, but not limited to, telephone, video conference or internet enabled attendance.

MEETING ADMINISTRATOR: The city recorder or another employee of the city specifically assigned and designated to operate the electronic meeting equipment at the anchor location to assure that all members of the city council are continuously able to participate in the electronic meeting and to advise the party conducting the meeting of the initiation, recess, if appropriate, or adjournment of an electronic meeting.

Section 2 - Notice Of Electronic Attendance At Meetings.

The city council may convene meetings and enable electronic attendance by those council members unable to attend the meeting in person when necessary pursuant to specific public notice of a meeting. Notice of any city council member requesting to attend a meeting electronically must be made to the meeting administrator at least twenty four (24) hours before the meeting (except in case of emergency), including a description of how the member will be connected to the electronic meeting. Notice back to the council member will include telephone numbers, access codes, internet addresses, etc., in order to connect to the electronic meeting.

Section 3 - Quorum Verification.

Before electronic attendance can be permitted, all members of the city council shall be given an opportunity to participate in the meeting and no meeting shall be convened unless a quorum of the city council is able to participate either in person or electronically in the meeting.

Section 4 - Public Attendance.

Each meeting shall be convened by the mayor or mayor pro tern by announcing the parties present at the meeting and by making available to members of the public at the anchor location an amplified speaker enabling members of the public to hear the comments of any city council members participating electronically and participate if appropriate.

Section 5 - Conduct Of The Meeting.

Upon determining that a sufficient number of the city council is present for the electronic meeting to be convened and members of the public can adequately hear the comments of all members of the city council and participate if appropriate, the mayor or mayor pro tern shall formally convene the meeting and take or cause a roll call of those participating. The mayor or mayor pro tern shall provide opportunity for each matter on the agenda to be presented and discussed, in an order set forth in the agenda, as amended.

Section 6 - Compliance With Law.

In all other respects, electronic meetings shall be conducted, recorded, and minutes shall be kept as required by law.

Section 7 - Severability.

If any provision or clause of this chapter or its application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses or applications which can be implemented without the invalid provision, clause, or application. To this end, the provisions of this chapter are declared to be severable.

Section 8 - Effective Date.

This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

PASSED AND ADOPTED BY THE FOUNTAIN GREEN CITY COUNCIL, STATE OF UTAH, ON THIS
____ DAY OF _____, 2024.

FOUNTAIN GREEN CITY
A Municipal Corporation

MARK COOMBS
Mayor

ATTEST:

MICHELLE WALKER
City Recorder

Miscellaneous
#2

CHAPTER 8-200. CEMETERIES.

8-201. DEFINITIONS.

The following words or phrases shall have the following meanings unless the context otherwise clearly requires.

- A. The terms "lot owner" or "purchaser" and "grave owner or purchaser" shall mean the owner or purchaser of burial privileges or the collateral right of use of any burial lot evidenced by a deed or burial right of use of any burial lot evidenced by a deed or burial right for a described lot or by proved and recognized descent or devise from the original owner.
- B. The term "lot" shall include the partial lots or single graves in the city cemetery.

8-202. THE NAME.

The burial ground of this city shall be known and designated by the name of FOUNTAIN GREEN CITY CEMETERY.

8-203. CEMETERIES COVERED

ALL CEMETERIES OWNED AND/OR MAINTAINED BY THE CITY WHEREVER (SUPPORT W/AMMEND) situated are hereby declared subject to the provisions of this chapter.

8-211. OFFICE OF CEMETERY SUPERINTENDENT.

There is hereby created the position of cemetery superintendent.

8-212. DUTIES OF THE CEMETERY SUPERINTENDENT.

The cemetery superintendent shall have the general supervision and administration of the city cemetery, including but not limited to:

1. Recommending to the city council such additional rules and regulations as may be necessary for the operation, maintenance, use, and protection of the cemetery.
2. Subdividing the cemetery into lots and grave sites.

3. Maintaining a record of the location of graves and preventing any lot from being used beyond its capacity.
4. Keeping in proper repair the enclosure around the cemetery and preventing its being entered by animals and, so far as practical, preventing the destruction or defacing of any tablet or marker placed or erected therein.
5. Keeping a duplicate plat of the cemetery and, at the request of any person wishing to purchase any of the lots or parts of lots, pointing out any of the lots or parts of lots for sale; and upon disposal of any lots or part thereof, notifying the recorder of such fact. The recorder shall, after payment of the lot price has been received in the treasury, issue a certificate of burial rights which shall describe the lot or grave to which the right to burial is granted. The certificate shall be signed by the mayor and the recorder.
6. Opening any graves in the cemetery upon application to him being made by the recorder or by any person having the right to make such application and being responsible for closing all graves.
7. Removing floral pieces or displays left on any grave as deemed necessary to the appearance of the cemetery, but such floral pieces or displays shall not be removed sooner than 7 days after original placement except in an emergency.
8. Keeping the streets, alleys, walks, and avenues in the cemetery in good order and unobstructed.
9. Erecting a suitable marker firmly set upon the northwest corner of each lot which location shall be shown on the cemetery records.

8-221. BURIALS.

Before any deceased person is buried in the city cemetery, a permit properly issued by the registrar of the registration district in which the death occurred or, in the absence of such registrar, a permit duly issued by the state division cemetery superintendent. After the burial, the cemetery superintendent shall endorse upon the permit a description of the location where the deceased is buried and shall enter all the information contained in the permit in the cemetery records.

8-222. BURIAL PERMIT.

| Prices are as follows: | Residents: | Non-Residents: |
|------------------------------------|-------------------|-----------------------|
| Purchase of Grave Space: | \$300.00 | \$900.00 |
| Perpetual Care charge per grave: | \$300.00 | \$900.00 |
| Opening & Closing Fees: | | |
| Weekdays | \$400.00 | \$600.00 |
| Saturday | \$500.00 | \$700.00 |
| Interment after 3pm any day | | |
| (any day) Additional | \$100.00 | \$100.00 |
| Disinterment: Exhume: | \$1,500.00 | \$1,500.00 |

Baby/Cremation Weekdays: Resident: \$200.00 Non-Resident \$300.00
 Baby/Cremation Saturdays: Resident \$250.00 Non-Resident \$250.00

Residents Will be defined as:

1. One who as a primary residence within Fountain Green City.

#3
 Miscellaneous

2. Those with homes receiving mail using a Fountain Green zip code.
3. Health impaired individuals who reside in Fountain Green but due to varying factors must live in a rest home or other care facility outside of Fountain Green City.

Burial Procedures:

1. Notice to the City must be made no later than 48 hours prior to burial.
2. Inform City of plot to be used.
3. If burial rights and interment fees have not been pre-paid, these and any unpaid perpetual care fees must be paid before the grave will be opened.
4. Except for that of an infant or cremations, no casket shall be interred unless enclosed in a concrete burial vault.
5. Unless prior arrangements have been made, all burials shall take place allowing the complete burial process during regular City business hours.
6. No burials or disinterment will be allowed on Sunday's or Holidays.
7. Infants/Cremations will follow same rules as other burials unless noted above.



January 16, 2025

VIA USPS DELIVERY

Tracking #: 9271 2902 2008 6370 2479 44

Fountain Green City
375 North State Street
Fountain Green, Utah 84632
Attention: Mark Coombs



Re: Lease Agreement

Site ID: UT-1862 – Fountain Green

Site Address: 1120 West 24800 North Fountain Green, UT 84632

Lease: Lease Agreement (“*Agreement*”), by and between CITY OF FOUNTAIN GREEN (“*Landlord*”), and APC TOWERS IV, LLC, a Delaware limited liability company (“*Tenant*”).

Dear Landlord:

In connection with the above-referenced transaction, enclosed please find the following documentation (to be completed, signed and/or notarized **IN BLUE INK**):

1. Three (3) copies of the “Lease Agreement”— complete package (sign **in the presence of a Notary Public**).
2. Landowner Contact Information Form (complete with applicable information).
3. Payment Direction Form (complete with applicable information). This information will be used when forwarding any monies due to you.
4. W-9 (complete with applicable information, sign and date).
5. GAP Agreement (sign **in the presence of a Notary Public**).
6. Owner’s Affidavit (sign **in the presence of a Notary Public**). If Landlord does not have any additional information to insert in Items #2, #3, #5, #6 or #7, please insert either “N/A” or “None”.
7. Homestead Affidavit (sign **in the presence of a Notary Public**).

Once the documents have been completed as requested above, please return all originals to APC Towers IV, LLC (a self-addressed return envelope and label are enclosed for your convenience). After full execution, we will forward you one (1) Lease Agreement for your records. When appropriate, the memorandum will be recorded in the applicable recording office.

If you have questions, please do not hesitate to contact Director of Collocations, Brandon Woodard directly at (984) 234-5088 or via email at bwoodard@apctowers.com. I may be contacted directly at (919) 324-1922 or via email at tneal@apctowers.com.

Sincerely,

APC TOWERS IV, LLC

Talicia C. Neal
Attorney

Enclosures

OWNER'S AFFIDAVIT

STATE OF UTAH
COUNTY OF SANPETE

The Affiant(s), Fountain Green City whose address is 375 North
STATE, Fountain Green City, UT 84632, being first duly sworn, deposes and says that:

1. Affiant(s) are the Owner of the premises located at 1120 WEST 24800 North Fountain Green,
(UT 84632) (the "Property").
2. No person other than the Affiants is/are in possession or has a right to possession of the property except: NONE
3. Affiants has/have no knowledge of any unrecorded easement, or claim of easement, affecting the property except NONE
4. Affiants are not aware of any boundary line disputes or discrepancies affecting the premises, or any material encroachments of improvements located on the property onto any adjacent land or any material encroachments or improvements located on adjacent land onto property.
5. Any repair or improvement of the Property within the last 90 days was completed on or about NONE. Any labor or material for such repair or improvement has been paid in full, and there are no outstanding claims for such labor or material except _____
(Note: Attach copies of paid receipts/invoices or contact information for contractor).
6. There are no unpaid real estate taxes or assessments affecting the Property (except as shown on the current tax duplicate), and no notice has been received regarding future or pending assessments, except: NONE
7. There are no outstanding mortgages or other liens affecting the Property except (list lien holder, amount and (date): _____
8. There are no other contracts, options or rights to purchase the Property except for the contract being closed.
9. THIS AFFIDAVIT is made for the purpose of inducing Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.
10. ("Affiant" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as the context shall require.)

By: Mark Coombs
Name/Title: MARK COOMBS, MAYOR
Date: 2/5/25

STATE OF Utah
COUNTY OF SANPETE

On this 5 day of February, 2025, before me, the undersigned, personally appeared Mark Coombs

_____, personally known to me or proved to me, on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

Michelle M. Walker

Notary Public (Signature)
Michelle M. Walker
Notary Public (Printed Name)

My Commission Expires: 11/27/2027





OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Gap Agreement

Owner, recognizing that funding may occur prior to the Deed, Deed of Trust and/or Mortgage being filed for record in the appropriate Clerk's Office; agrees that in consideration of Underwriter issuing said policy or policies of title insurance, without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Land during the period of time between the effective date of the commitment and the date the documents are recorded. The Owner further agrees to hold harmless and indemnify the Title Agency and Old Republic National Title Insurance Company, Underwriter, against all losses, expenses, costs and fees (including but not limited to attorneys' fees) which may arise out of the Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters.

Owner: Fountain Green City

Signature of Mark Coomb
Name: MARK COOMB

Name:

State of Utah
City/County of Sanpete

This Gap Agreement was sworn to before me this 02/05, 2025 by Mark Coomb

Signature of Michelle M. Walker
Notary Public
My commission expires: 11/27/2027
ID # 733972



HOMESTEAD AFFIDAVIT

STATE OF UTAH

COUNTY OF SANPETE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the following Affiant(s) known to me to be the person(s) whose name(s) are subscribed hereto, who, after having been by me first duly sworn upon his/her/their oath(s), depose and say under penalties of perjury the following:

- 1. My/our full legal name(s) is/are: Fountain Green City
- 2. My/our current marital status is: NA
- 3. I/we now reside in the residence known for street address purposes as:
375 NORTH STATE, FOUNTAIN GREEN, UT 84632
- 4. Said property is improved with a dwelling that is amply sufficient as a residence homestead for me/us.
NA
- 5. I/we own, use and claim said property as my/our legal homestead – circle one: YES NO NA
- 6. THIS AFFIDAVIT is made for the purpose of inducing the Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.

Further Affiant(s) sayeth not.

Sign: Mark Coombs
 Print: MARIE COOMBS
 Date: 2/5/25

STATE OF Utah
 COUNTY OF SANPETE

BEFORE ME, the undersigned authority on this day personally appeared _____
Mark Coombs

known to be the person(s) whose name(s) is/are subscribed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose therein expressed.

GIVEN under my hand and seal of the office this 5 day of February, 2025



Michelle M. Walker
 Notary Public (Sign)
Michelle M. Walker
 Notary Public (Print)
 My commission expires: 11/27/2027



Landowner Contact Information Form

Date: 2/5/25

Tower ID / Site Name:

UT-1862 - Fountain Green

Landowner Name: Fountain Green City

Primary Contact Name: Curt Nielson

Primary Contact Number: 801-386-3863

Alternate Contact Number: 435-445-3453

Cell Number: 801-386-3863

Fax Number: 435-445-3375

Email Address:

Address: 375 North State
PO Box 97
Fountain Green, UT 84632

Alternate Contact Name: Michelle Wacker

Work Number: 435-445-3453

Home: _____

Cell Number: 435-851-1268

Fax Number: 435-445-3375

Email Address: frontdesk@fountaingreencity.gov

Address:

375 N. State
PO Box 97
Fountain Green, UT 84632

Notes:



PAYMENT DIRECTION FORM

| | |
|---|--------------|
| SITE NAME/ADDRESS: UT-1862 - Fountain Green 1120 W. 24800 No. Fountain Green | |
| LESSOR NAME: Fountain Green City | |
| PAYEE NAME (If different from the Lessor Name): | |
| PAYMENT ADDRESS: (Include City, State and Zip Code)** Fountain Green City, PO BOX 378 375 N. State, UT 84632 | |
| TAX PAYER ID OR EIN #: 87-6000228 | |
| LESSOR PHONE NUMBER: | 435-445-3453 |
| EMAIL ADDRESS OR FAX NUMBER (if any): frontdesk@fountaingreencity.gov | |
| LESSOR/PAYEE PAYMENT SHARE BY PERCENTAGE: ___% | |
| ELECTRONIC BANKING INFORMATION: BANK: Utah Heritage Credit Union | |
| ROUTING # | ACCOUNT # |
| 324377338 | 55280 |
| IS THIS IS CHECKING <input checked="" type="checkbox"/> OR SAVINGS _____ ACCOUNT? | |

I hereby authorize APC Towers, LLC and/or its subsidiaries to make all rent payments and other payments relating to the site named above to the Payee and Payment Address listed above (subject to the Lessor/Payee Payment Share listed above). I further acknowledge and agree that the Lessor Payment Share listed above is correct.

This authorization shall remain in effect until I have cancelled it in writing in as much time as to afford you a reasonable time to act upon it.

Marc Coomb
LESSOR AUTHORIZED SIGNATURE

Mayor
TITLE

2/5/15
DATE

MARC COOMB
(PRINT LEGIBLY)

LESSOR AUTHORIZED SIGNATURE

TITLE

DATE

(PRINT LEGIBLY)

APC Towers, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

Dear City of Fountain Green,

I hope the new year is off to a great start.

As part of APC Towers' ongoing effort to work collaboratively with our landowners, we are reaching out to share an optional ground rent purchase opportunity related to your existing lease with us. A formal letter with additional detail is being mailed, but I wanted to personally highlight the opportunity via email as well.

Based on your lease terms, the following options are currently available:

- **Full Ground Rent Purchase:** A one-time lump-sum payment of **\$268,800.00** in exchange for purchasing the remaining ground rent obligations under the lease.
- **Partial Ground Rent Purchase:** A one-time payment of **\$134,400.00** (50% of the full buyout), allowing you to continue receiving **50% of your monthly rent** while also realizing significant upfront value.

Both options are entirely voluntary and do not affect your ownership of the property or your ability to sell it in the future. These alternatives are simply intended to provide flexibility based on your financial goals and long-term plans.

If you have any questions or would like to discuss the options in more detail, I would be happy to connect. You can reach me directly at **(919) 578-6026** or **nrouthier@apctowers.com**.

Thank you for your continued partnership with APC Towers. We look forward to another successful year working together.

Best regards,

Nick Routhier

Sr. Director of Finance & Acquisitions | APC Towers

8601 Six Forks Road, Suite 250, Raleigh, NC 27615

O [\(919\) 578-6026](tel:9195786026) | M [\(919\) 518-4724](tel:9195184724) | nrouthier@apctowers.com | [Website](#) | [LinkedIn](#)