

**BIG WATER MUNICIPAL  
TOWN COUNCIL  
REGULAR MEETING  
DRAFT MINUTES**

Wednesday December 17, 2025  
60 N Aaron Burr, Big Water, Utah 84741  
6:30pm Work Session  
7:00pm Meeting

**WORK SESSION**

**CALL TO ORDER— 6:32pm**

**1. ROLL CALL- Council Members in Attendance:** Mayor- David Schmuker | Council Members- Jim Loyd, Jim Lybarger, Jennie Lassen, Luke McConville | Absent-

**2. DISCUSSION ON AGENDA ITEMS—**

- Discussion on annexation and expansion of town boundaries remains pending due to unresolved items.
- Discussion on adopting the Big Water Municipal Privacy Policy remains pending.
- Adoption of the 2026 Town Council Meeting Schedule was discussed. No conflicts with holidays or conferences were identified. Meetings will remain on the third Wednesday of each month.
- Fire Department Interlocal Agreement with Kane County was discussed. The agreement provides new benefits to the Town, including annual compensation of \$7,500.
- Fire Department / Church Wells Agreement was reviewed. Expansion of the service area will increase annual revenue to approximately \$40,000 once tax collections take effect.
- Community Wildland Preparedness Plan (CWPP) was discussed. Adoption will improve the Town's ISO rating and strengthen eligibility for grants.
- SCBA Replacement Needs were discussed. Current SCBAs are expired and out of service. Temporary units from Fredonia will be available for approximately 6–7 months while funding options are pursued.
- Employee PTO Rollover was discussed as a one-time exception due to staffing shortages.
- Employee Tax Issue was discussed as a one-time corrective action.
- Treasurer discusses next year's budget short falls because of waning interest rates and the likely hood of needing funding for SCBA's.

**3. ADJOURN— Close 7:00pm**

**MEETING**

**CALL TO ORDER— Open 7:00pm**

**1. ROLL CALL— Council Members in Attendance:** Mayor- David Schmuker | Council Members- Jim Loyd, Jim Lybarger, Jennie Lassen, Luke McConville | Absent-

**2. PLEDGE OF ALLEGIANCE—** Mayor leads Pledge of Allegiance

**3. STATEMENT OF CONFLICT—** None

**4. APPROVAL OF NOVEMBER MEETING MINUTES—** Motion to approve made by Jennie Lassen, seconded by Loyd, Luke McConville aye, Mayor David Schmuker aye. Lybarger abstains due to not being present at the last meeting. Motion passes.

**5. MAYOR, COUNCIL, AND DEPARTMENT REPORTS—**

- **Mayor:** Spoke on road/easements issues and discussed ongoing work related to road easements and coordination with SITLA. He also outlined plans for upcoming road resurfacing and chip-seal projects during the next term.

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- **Council:**
  - **GCSSD; Jennie Lassen:** The SSD things are pretty quiet, the well that was down is up and running so we are good there. We did get an offer on the property which includes owner financing, so we are waiting to get feedback from our attorney on that.
  - **Parks & Recreation; Jennie Lassen:** Christmas Community Potluck tomorrow night at the school at 6:00pm, Santa will come at 6:30pm. This Saturday Santa will be coming around town on the Fire truck.
  - **Planning & Zoning; Luke McConville:** I did attend the last meeting and they are working on the Transportation Master Plan. Interesting stuff there.
  - **Public Safety; Jim Lybarger:**
- **Fire Chief:** Fire Chief Cameron Westenskow provided an update on fire department matters currently before the Town Council.

Chief Westenskow reviewed the Interlocal Agreement with Kane County, noting that the revised agreement clarifies services provided in unincorporated areas and, for the first time, provides \$7,500 in annual compensation to the Town. He also discussed the Fire Protection Agreement with the Church Wells Special Service District, explaining that recent annexations will increase annual compensation from approximately \$15,000 to \$40,000 once tax collections take effect.

The Chief addressed a one-time employee PTO rollover request due to staffing shortages and a one-time employee tax issue related to a former employee's retirement.

Chief Westenskow reported that all Self-Contained Breathing Apparatus (SCBAs) are expired and out of service. He stated that the Fredonia Fire Department will temporarily provide SCBAs with approximately six to seven months of remaining service life, beginning around January 8, 2026, while permanent replacement options are pursued.

Estimated costs for new SCBAs range from \$160,000 to \$200,000. Chief Westenskow reported that he is pursuing grants, financing, and other funding options and recommended that replacement equipment meet the NFPA 2025 standard and remain compatible with neighboring departments' equipment.

Chief Westenskow thanked the Council and stated he would return with recommendations as options are identified.
- **Marshal:** Merry Christmas, don't get drunk on Christmas. BLABLABLA!! Some of you may or may not know- regarding budgets, my biggest concern is keeping tires on our vehicles. I apply and get rewarded with the same grant money every year. I blew a tire the other day and when the tire shop pulled the tire off, he said the inside of the tire was separating.
- **Planning & Zoning Administrator; Denise Wood:** Not present
- **Treasurer:** Reported that the Town contributes approximately **\$64,000 annually** toward fire department expenses. Encouraged consideration of depreciation reserve accounts during the next budget cycle and noted future Resort Community Tax revenues.
- **7. CITIZEN COMMENTS** - Citizens are given a reasonable amount of time to comment— Tom Reneau- Thanked Council Member Jim Loyd for his service. Spoke in support of pursuing SCBA funding options but advised into looking for all options of funding and raised awareness regarding employee tax reconciliation.

Jim Lybarger- I've had the opportunity to participate on an interview, and this potential candidate did an intensive drill and was offered to stay the night but we can't offer a shower that's either cold or scalding. Addressed fire station facility concerns, including the lack of a functional shower for overnight firefighters, and emphasized recruitment impacts.

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**8. OLD BUSINESS —**

- a) Discussion and Possible Action on Annexation & Expansion of Town Boundaries— Table
- b) Discussion and Possible Action on Adopting Big Water Municipal Privacy Policy— Table

**9. NEW BUSINESS**

- a) Discussion and Possible Action on Adopting the 2026 Big Water Town Council Regular Meeting Schedule— Motion to adopt made by Jim Lybarger, seconded by Jim Loyd, all aye. Motion carried
- b) Discussion and Possible Action on Approval of the Big Water Fire and Emergency Response Interlocal Agreement with Kane County— Motion made to approve made by Jim Lybarger, seconded by Jim Loyd, all aye. Motion carried.
- c) Discussion and Possible Action on Big Water Fire Department/Church Wells Agreement— Lassen motions to approve, Lybarger seconds, all aye. Motion carried.
- d) Discussion and Possible Action on the Proposed Big Water Fire Department’s Community Wild Land Preparedness Plan (CWPP)— Motion made to approve made by Luke McConville, seconded by Jim Lybarger, all aye. Motion carried.
- e) Discussion and Possible Action on Fire Department need to Acquire new SCBA’s to Maintain Level of Service Financial Options for Town & Contracts— Motion to move forward on pursuing options made by Jim Lybarger, seconded by Loyd, all aye. Motion carries.
- f) Discussion and Possible Action on Employee PTO Hours— Motion to roll over all the PTO hours above the 200 normally allowed on a one time basis made by Jim Lybarger, seconded by Jim Loyd, all aye. Motion carries
- g) Discussion and Possible Action on Employee Taxes Issue— Lybarger motion move forward for the town to cover the taxes due from employee. Seconded by Jim Loyd. All ayes. Motion carried.

**10. FINANCIAL REPORTS AND CHECK REGISTER**— Lassen motions to approve the financials and seconded by McConville. All aye. Motion carries.

**11. POSSIBLE CLOSED SESSION; For the Purposes of Legal Business; Litigation; Land purchase; Security; Personnel Matters; Procurement; And/or any other permissible items as described under Utah Code 52-4-205 (Purposes of closed meetings)—**

Roll Call: Mayor- | Council Members- | Town Clerk: | Invited Guests:

**12. RETURN TO REGULAR MEETING—**

- a) Discussion and Possible Action on Closed Session—

**13. ADJOURNMENT**— Motion to adjourn made by Jim Lybarger, seconded by Jim Loyd. All 7:42pm

**BIG WATER MUNICIPAL  
TOWN COUNCIL  
EMERGENCY MEETING  
DRAFT MINUTES**

**Thursday December 18, 2025  
60 N Aaron Burr, Big Water, Utah 84741  
1:00PM Meeting and Closed Session**

**MEETING**

**CALL TO ORDER**— Emergency Meeting called to order at 1:00pm

**1. ROLL CALL**— Jim Lybarger, Jennie Lassen, Luke McConville, David Schmuker, all present.

**2. PLEDGE OF ALLEGIANCE**— David leads Pledge of Allegiance

**3. STATEMENT OF CONFLICT**— none

**4. CITIZEN COMMENTS**- no citizens present

**5. NEW BUSINESS**-

**A. Discussion and Possible Action to go into Closed Session to Discuss Personnel Matters**

Pursuant to Utah Code § 52-4-205- Jennie motions to go into a closed session to discuss personnel matters. Luke seconds. All in favor. Open meeting closed at 1:01pm

**6. Closed Session Opens**- Opened at 1:01pm

**A. Roll Call of all Persons Present**- Jim Lybarger, Jennie Lassen, Luke McConville, David Schmuker and clerk Stephanie Burkett all present.

**B. Discussion on Personnel Matters**

**C. Discussion and Possible Action to go back into Open Meeting**- motion to close and go back into open meeting made by Jim. Seconded by Jennie. All in favor. 1:53pm

**7. Return to Open Meeting** – called to order at 1:54pm

**A. Roll Call**- Lybarger, Lassen, Schmuker, McConville

**B. Discussion and Possible Action on Closed Session Topic**- Luke motions to submit a Loudermill letter to employee. Jim seconds. All in favor.

**8. ADJOURNMENT**- Jim motions to adjourn. Luke seconds. Meeting closed at 1:54pm

**BIG WATER MUNICIPAL  
TOWN COUNCIL  
SPECIAL MEETING**

**DRAFT MINUTES**

**Tuesday, January 6, 2026  
60 N Aaron Burr, Big Water, Utah 84741  
2:00PM Meeting**

**MEETING**

**CALL TO ORDER-** David calls to order at 2:00pm

- 1. ROLL CALL-** Jim Lybarger here, Jennie Lassen here, Luke McConville here, David Schmuker here, Tara Chiasson here
- 2. PLEDGE OF ALLEGIANCE-** David leads pledge of allegiance
- 3. STATEMENT OF CONFLICT-** none
- 4. CITIZEN COMMENTS-** no citizens present

**5. NEW BUSINESS-**

**A. Discussion and Possible Action to go into Closed Session for the Purpose of Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual Pursuant to Utah Code § 52-4-205-** Jennie motions to go into closed session for the purpose of discussion of the character, professional competence, or physical or mental health of an individual. Luke seconds. Lybarger yes, Lassen yes, McConville yes, Chaisson yes, David yes, Closed session is 2:03pm

**- Closed Session Opens- 2:03pm**

**- Roll Call of all Persons Present-** Jim Lybarger, Jennie Lassen , Luke McConville, Tara Chiasson (via google meet online), David Schmuker, Stephanie Burkett (clerk) all present.

**- Discussion**

**- Discussion and Possible Action to Return to Open Meeting-** Motion to go into open meeting made by Jim. Luke seconds. All ayes. 3:07pm

**6. RETURN TO OPEN MEETING – 3:07pm**

**A. Roll Call –** Jim Lybarger, Jennie Lassen, Luke McConville, Tara Chiasson, David Schmuker here.

**B. Discussion and Possible Action on Closed Session Topic-** Jennie motions to accept resignation letter from Katie Josph, Town Clerk, and send response to resignation letter as discussed in closed session with advice of attorney. Jim Lybarger seconds. All in favor.

**C. Discussion and Possible Action to Adopt Resolution 2026-01 Appointing Stephanie Burkett as Interim Town Clerk –** Luke motions to approve Resolution appointing Stephanie as Interim Town Clerk . Jim seconds. All in favor. Motion passes.

**7. ADJOURNMENT-**Jim motions to adjourn, Luke seconds. All in favor. 3:12pm

NEW BUSINESS a.

## APPRECIATION PAY 2025

Name	Total for QTR 4
Beckman, Erin	311.68
Coates, Liz	311.68
Bianna Park	316.32
Loyd, Jim	305.6
Shugart, Shelly	330.56
Chris Travis	339.52
Richard Palsgrove	280.16
Chris Chiasson	144

NEW BUSINESS b.  
RESOLUTION NO. 2026-02

 DRAFT

A RESOLUTION OF THE COUNCIL OF BIG WATER, KANE COUNTY, UTAH  
REAPPOINTING JACK BRISBIN TO BIG WATER PLANNING AND ZONING  
COMMISSION

WHEREAS, pursuant to Utah Code Annotated §10-9a-301, the legislative body of a municipality shall appoint the members of its Planning Commission and establish the terms of office by ordinance or resolution; and

WHEREAS, the Town of Big Water has established a Planning and Zoning Commission to serve in an advisory capacity to the Town Council regarding land use matters, zoning, and community development issues; and

WHEREAS, Jack Brisbin has faithfully served as a member of the Planning and Zoning Commission, contributing valuable insight and dedication to the development and well-being of the Town; and

WHEREAS, the current term of Jack Brisbin has expired, and the Town Council desires to reappoint him to continue serving as a member of the Planning and Zoning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BIG WATER, UTAH, THAT:

**SECTION 1: Reappointment.** Jack Brisbin is hereby reappointed to serve as a member of the Big Water Planning and Zoning Commission for a new term of four (4) years, commencing January 5, 2026, and ending December 31, 2029, or until his successor is duly appointed and qualified.

**SECTION 2: Duties.** The reappointed member shall continue to perform the duties prescribed by Town ordinance, the Planning and Zoning Commission bylaws, and applicable provisions of Utah State law.

**SECTION 3: Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 21<sup>st</sup> day of January, by the following votes:

	AYE	NAY	ABSENT	ABSTAIN	Town of Big water
Mayor David Schmuker	<hr/>	<hr/>	<hr/>	<hr/>	By: _____ David W. Schmuker, Mayor
Council Member Jim Lybarger	<hr/>	<hr/>	<hr/>	<hr/>	
Council Member Luke McConville	<hr/>	<hr/>	<hr/>	<hr/>	
Council Member Jennie Lassen	<hr/>	<hr/>	<hr/>	<hr/>	Attest: _____ Stephanie Burkett, Municipal Clerk
Council Member Tara Chiasson	<hr/>	<hr/>	<hr/>	<hr/>	

## NEW BUSINESS C.

### **Letter of Intent**

**From:** Graydon Meeks  
**To:** Big Water Town Council  
**Subject:** Intent to Serve on the Glen Canyon Special Service District Board

Dear Councilmembers,

I am writing to express my intent to continue serving as a member of the Board for the Glen Canyon Special Service District of Big Water. Having served the past four years on the Board, I would be honored to continue contributing to the District's ongoing efforts to provide reliable and efficient services to our community.

During my previous term, I have gained valuable experience and understanding of the District's operations, priorities, and challenges. I remain committed to supporting responsible management, fiscal accountability, and the continued improvement of essential services for Big Water residents.

I appreciate your consideration of my intent to serve another four-year term and look forward to the opportunity to continue working on behalf of our community.

Sincerely,



**Graydon Meeks**

Date: 12/9/2025

 **DRAFT**

**RESOLUTION NO. 2026-03**

**A RESOLUTION OF THE BIG WATER MUNICIPAL LEGISLATIVE BODY APPOINTING A MEMBER TO THE ADMINISTRATIVE CONTROL BOARD OF THE GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER**

**WHEREAS**, the Glen Canyon Special Service District of Big Water (the “District”) is a special service district duly created and operating under the authority of **Utah Code Annotated Title 17D, Chapter 1**; and

**WHEREAS**, pursuant to **Utah Code Annotated § 17D-1-303**, the governing body of Big Water Municipal acts as the governing authority for the District and has the power to appoint members of the District’s Administrative Control Board; and

**WHEREAS**, in accordance with **Utah Code Annotated §§ 17B-1-304**, notice of a vacancy on the Administrative Control Board was published and posted as a Class A notice for at least one month prior to the deadline for accepting nominees; and

**WHEREAS**, the published notice invited interested and qualified individuals to submit letters of intent stating their interest, qualifications, and reasons for wishing to serve, in compliance with the appointment procedures established under **Utah Code Annotated §§ 17B-1-304 and 17D-1-303**; and

**WHEREAS**, the Big Water Municipal Town Council, as appointing authority, reviewed all submitted letters of intent, considered public comment in an open and public meeting held in accordance with the **Utah Open and Public Meetings Act (Utah Code Annotated Title 52, Chapter 4)**, and desires to appoint a qualified individual to fill the vacancy;

**NOW, THEREFORE, BE IT RESOLVED BY THE BIG WATER MUNICIPAL TOWN COUNCIL, ACTING AS THE GOVERNING BODY AND APPOINTING AUTHORITY FOR THE GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER, AS FOLLOWS:**

- Appointment.** \_\_\_\_\_ is hereby appointed to serve as a member of the Administrative Control Board of the Glen Canyon Special Service District of Big Water for a **Term of Four (4) years**, commencing upon the date of appointment and ending **December 31, 2029**.
- Authority.** This appointment is made pursuant to **Utah Code Annotated §§ 17B-1-304, 17D-1-303, 17D-1-304, and 17D-1-106**, and the appointee shall exercise all powers and duties provided by law.
- Oath of Office.** The appointee shall take the constitutionally required oath of office before assuming any duties of the position.
- Effective Date.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Big Water Town Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

	Aye	Nay	Absent	Abstain	Town of Big Water
Mayor David Schmuker	_____	_____	_____	_____	By: _____
Jim Lybarger	_____	_____	_____	_____	David W. Schmuker, Mayor
Luke McConville	_____	_____	_____	_____	Attest: _____
Jennie Lassen	_____	_____	_____	_____	Stephanie Burkett, Interim Town Clerk
Tara Chiasson	_____	_____	_____	_____	

NEW BUSINESS d.

**TOWN OF BIG WATER, UTAH**  
**ORDINANCE NO. 01-2026**

 **DRAFT**

**AN ORDINANCE ADOPTING THE UTAH FIRE CODE; PROVIDING FOR ENFORCEMENT;  
REPEALING CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town Council of Big Water Town finds that the protection of life, health, property, and public welfare requires the adoption and enforcement of uniform fire prevention and life-safety standards; and

**WHEREAS**, the State of Utah has adopted the Utah Fire Code pursuant to Utah Code Title 15A, State Construction and Fire Codes Act; and

**WHEREAS**, Utah Code § 15A-1-204 authorizes municipalities to adopt and enforce the Utah Fire Code within their jurisdictions; and

**WHEREAS**, the Town Council wants to adopt the Utah Fire Code to ensure consistency with state law and to provide clear standards for fire prevention, fire safety, and emergency response within the Town of Big Water;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF BIG WATER TOWN, UTAH:**

**SECTION 1. ADOPTION OF THE UTAH FIRE CODE**

The Utah Fire Code, as adopted and amended by the State of Utah and as in effect on the date of adoption of this ordinance, including all appendices adopted by the State, and including all amendments adopted by the State of Utah, which amendments shall be enforceable within the Town as provided by Utah law, is hereby adopted by reference as the official fire code of Big Water Town, as if fully set forth herein.

**SECTION 2. AMENDMENTS AND STATE PREEMPTION**

The Utah Fire Code adopted by this ordinance shall be enforced subject to all state-mandated amendments, interpretations, and administrative rules promulgated by the Utah State Fire Marshal and the Utah Legislature.

Nothing in this ordinance shall be construed to conflict with or supersede state law.

**SECTION 3. ENFORCEMENT**

The Utah Fire Code shall be administered and enforced by the Town's designated Fire Code Official, Fire Chief, or other authorized official, or such official as designated by written appointment or resolution.

Such officials are authorized to:

- Conduct inspections as permitted by law
- Issue notices of violation and correction orders
- Initiate enforcement actions and penalties as allowed under state law and local ordinance

Any appeal of a decision or order issued under the Utah Fire Code shall be handled in accordance with procedures established under Utah law and rules of the Utah State Fire Marshal.

 **DRAFT**

#### **SECTION 4. PENALTIES**

Any person, firm, or corporation who violates any provision of the Utah Fire Code, as adopted by this ordinance, shall be subject to penalties authorized under Utah law and lawfully adopted municipal penalty ordinances, including but not limited to fines, abatement, or other lawful remedies.

#### **SECTION 5. REPEALER**

All ordinances or portions of ordinances previously adopted by Big Water Town that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

#### **SECTION 6. SEVERABILITY**

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

#### **SECTION 7. EFFECTIVE DATE**

This ordinance shall take effect upon adoption and posting as required by law.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

AYE    NAY    ABSENT    ABSTAIN

**Town of Big water**

Mayor David Schmuker	_____	_____	_____	_____	By: _____
Council Member Jim Lybarger	_____	_____	_____	_____	David W. Schmuker, Mayor
Council Member Luke McConville	_____	_____	_____	_____	
Council Member Jennie Lassen	_____	_____	_____	_____	Attest: _____
Council Member Tara Chiasson	_____	_____	_____	_____	Stephanie Burkett, Interim Town Clerk

NEW BUSINESS E.  
**RESOLUTION NO. 2026-01 (AMENDED)**  **DRAFT**

**A RESOLUTION OF THE TOWN OF BIG WATER, UTAH, KANE COUNTY  
APPOINTING STEPHANIE BURKETT AS THE TEMPORARY TOWN  
CLERK/RECORDER AND AUTHORIZING ADDITIONAL COMPENSATION**

**WHEREAS**, pursuant to Utah Code § 10-3-916, the Mayor at the advice and consent of Town Council is authorized to appoint and compensate municipal officers, including the Town Clerk/Recorder, and to make temporary appointments as necessary to ensure the continued operation of municipal government; and

**WHEREAS**, a temporary vacancy exists in the position of Town Clerk/Recorder, necessitating an interim appointment to ensure continuity of operations and compliance with applicable laws, policies, and procedures; and

**WHEREAS**, the Town Council finds that employees temporarily assuming full Town Clerk duties may be compensated through a fixed interim stipend approved by Council; and

**WHEREAS**, the Town Council further finds that a fixed stipend is consistent with industry practice, peer Utah municipalities, and State Auditor audit standards when such duties are temporary in nature and do not alter employment classification or benefits; and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town to appoint Stephanie Burkett to serve as Temporary Town Clerk/Recorder while the Town conducts recruitment and hiring for the permanent position; and

**WHEREAS**, Stephanie Burkett is qualified and capable of assuming the duties, responsibilities, and authority of the Town Clerk/Recorder on a temporary basis; and

**WHEREAS**, Stephanie Burkett has been performing additional duties since December 18, 2025, at the request and direction of Town leadership, and this Resolution is intended to ratify and formalize that service; and

**WHEREAS**, the Town Council recognizes that the assumption of these additional duties imposes increased responsibilities and workload beyond Ms. Burkett's regular position, and that additional compensation is appropriate to offset these demands;

**WHEREAS**, the Town Council has considered guidance from legal counsel and the Town's auditor in determining the stipend amount approved herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF BIG WATER, UTAH, THAT:**

**1. Appointment.**

Stephanie Burkett is hereby appointed as Temporary Town Clerk/Recorder and shall serve in that capacity until a permanent Town Clerk is appointed by the Town Council or until further action of the Council.

**2. Duties and Authority.**

During the term of this temporary appointment, Stephanie Burkett shall assume and perform all duties, responsibilities, and functions assigned to the Town Clerk/Recorder under Utah law, Town ordinances,

resolutions, policies, and established practices, including but not limited to records management, meeting administration, elections coordination, and statutory compliance to the best of her ability.

 DRAFT

**3. Compensation.**

In addition to her regular compensation as the Glen Canyon Special Service District Clerk, Stephanie Burkett shall receive temporary additional compensation in the form of a biweekly stipend in the amount of \$692.31 for her service as Temporary Town Clerk/Recorder. This stipend represents compensation for the additional duties, responsibilities, and statutory authority assumed under this appointment and is not based on tracked or segregated hours worked, recognizing the operational realities of a small municipality and shared administrative workspace. Such compensation shall be paid in accordance with the Town's payroll practices, applicable wage laws, and budgetary constraints and shall continue only for the duration of this temporary appointment. In addition to the foregoing, Stephanie Burkett shall be compensated for previous services rendered beginning December 18, 2025, as ratified and approved by this Resolution.

**4. Post-Appointment Training Stipend.**

Upon the appointment of a permanent Town Clerk/Recorder, the interim stipend authorized herein shall be reduced to \$461.54 biweekly and shall continue for a period of not to exceed ninety (90) days for the purpose of training, transition support, and continuity of operations.

At the conclusion of the ninety (90) day training period, the Town Council shall reevaluate the need for any additional compensation related to ongoing training or support and may authorize further compensation only by subsequent Council action.

**5. Temporary Nature.**

This appointment is expressly temporary and does not create any expectation or entitlement to permanent appointment to the position of Town Clerk.

**6. Authorization.**

The Mayor and Town staff are hereby authorized to take any actions necessary to implement this Resolution.

**PASSED AND ADOPTED by the Town Council of Big Water, Utah, this 21st day of January 2026 by the Following Votes:**

	AYE	NAY	ABSENT	ABSTAIN	Town of Big water
Mayor David Schmuker	_____	_____	_____	_____	By: _____
Council Member Jim Lybarger	_____	_____	_____	_____	David W. Schmuker, Mayor
Council Member Luke McConville	_____	_____	_____	_____	
Council Member Jennie Lassen	_____	_____	_____	_____	Attest: _____
Council Member Tara Chiasson	_____	_____	_____	_____	Stephanie Burkett, Interim Municipal Clerk



NEW BUSINESS F

11 North 300 West, Washington, Utah 84780  
Tel: 435.652.8450 | Fax: 435.652.8416

**WORK RELEASE NO. 2026-1**

**BIG WATER TOWN ROADWAY IMPROVEMENTS 2026**

**BIG WATER MUNICIPAL CORPORATION  
60 NORTH AARON BURR  
BIG WATER, UT 84741**

**EXECUTION AND EFFECTIVE DATE**

This Work Release No. 2026-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: BIG WATER MUNICIPAL

ENGINEER: Sunrise Engineering, LLC

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

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

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

Date: January 12, 2025

Name: David W. Schmuker

Name: Vern Maloy

Title: Mayor

Title: Service Center Manager

## WORK RELEASE NO. 2026-1

This Work Release is entered into by and between BIG WATER MUNICIPAL CORPORATION (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 26, 2025, hereinafter referred to as the "Agreement".

### RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

### ARTICLES

It is agreed that ENGINEER will perform the following Services:

#### 1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Big Water Town Roadway Improvements 2026**
2. Type of Facility: **Roadway Remediation**
3. Size of Facility: **Approximately 10 miles of roadway improvements throughout the Town of Big Water.**
4. Facility Location: **Town of Big Water, Kane County, Utah**
5. Summary of Improvements: **Project Administration and Roadway Remediation Plan**
6. Construction Budget: **Town has \$500,000 in roads fund**
7. Funding Sources: **Big Water Municipal Corporation**
8. Relevant Studies, Reports, Plans: **Big Water Roadway & Drainage Improvements**
9. Design CAD Standards: **Engineer's CAD Standards**
10. Bidding & Contract Documents: **EJCDC C-Series**
11. Construction General Conditions: **EJCDC C-Series**
12. Project Specifications: **ENGINEER'S Standard Specifications and Special Provisions**
13. Anticipated Drawing Contents: **General Sheets, Site Plan Sheets, Typical Sections, Detail Sheets**
14. Expected Construction Start: **Spring 2026**
15. Number of Prime Construction Contracts: **One**

#### 2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

(15)

## 1. **Management of Engineering Services**

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
  - i) Develop and submit an engineering services schedule.
  - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
  - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
  - iv) Prepare and submit regular engineering services progress reports to CLIENT.
  - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
  - vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
  - vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

## 2. **Preliminary Design Phase**

- a) Upon authorization by CLIENT, ENGINEER will:
  - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
    - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
  - ii) Visit the site as needed to perform the Preliminary Design Phase.
  - iii) Relative to design survey and mapping:
    - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by CLIENT, coordinate with CLIENT's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for ENGINEER's design purposes.
    - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
  - iv) Relative to above-ground utilities:
    - (1) Review above-ground utilities information obtained from others and from observations at the site.
    - (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
  - v) Relative to underground facilities:
    - (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
      - (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
      - (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
    - (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
  - vi) Relative to mitigation of utilities conflicts:
    - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
    - (2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.

- vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
- viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
  - (1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
  - (2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.
  - (3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
  - (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- ix) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:
  - (1) **Design Survey and Mapping**
    - (a) Perform design survey and mapping of the site including the area likely to be affected by the project.
    - (b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.
    - (c) Boundary surveys, record of survey maps, parcel tract maps, setting monuments, preparing easement or right-of-way documents, and similar services are excluded from the design survey and mapping scope.
- x) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and ENGINEER's findings and recommendations for advancing the project to the Final Design Phase.
  - (1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.
  - (2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:
    - (a) The project concept, intent, performance criteria, desired outcomes, CLIENT's design and construction standards, and CLIENT-directed improvements and facility elements.
    - (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern or hazardous materials; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.
    - (c) The time schedule for completion of the project and estimated schedule(s) for construction.
    - (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
    - (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by CLIENT for inclusion in the project.
    - (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by CLIENT.
    - (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
    - (h) The effect of permits and authorizations by other entities and utility coordination needs.

- xi) Prepare preliminary drawings representing roughly 30% design achievement.
- xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.
- xiii) Furnish the Preliminary Design Phase report, preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- xiv) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

### 3. **Final Design Phase**

- a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.
- b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
- c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:
  - i) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.
  - ii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.
- d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
  - i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
  - ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.
- e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- f) Perform or furnish the following other Final Design Phase services:
  - i) Visit the site as needed to assist in preparing the final drawings and specifications.
  - ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.
  - iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.
  - iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

- v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- g) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.
- h) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
- i) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

#### 4. Permitting Phase

- a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
  - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
  - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.
  - iii) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.
    - (1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.
    - (2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.
  - iv) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) CLIENT acknowledges that:
  - i) ENGINEER does not guarantee issuance of any required permit or approval.
  - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

#### 5. Bidding/Proposal Phase

- a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes ENGINEER will primarily lead and perform the work of the Bidding/Proposal Phase, with CLIENT acting in a secondary or supporting role.
- b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:
  - i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:
    - (1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
      - (a) **The following method(s) will be used to distribute bidding documents:**
      - (i) Plan room or web service, distribution by ENGINEER.

- (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
- (3) Attend pre-bid conferences, if any.
- (4) Receive and process contractor deposits or charges, if any, for the issued documents.
- ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
- iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
- iv) Attend the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.
  - (1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.
  - (2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.
  - (3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

## 6. **Construction Phase**

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.
- b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.
  - i) **This Work Release assumes ENGINEER will perform Construction Phase services in a primary role as described hereafter.**
- c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:
  - i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.
  - ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.
  - iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:
    - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
    - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.

- (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
- iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.
- v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.
- vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
- vii) Relative to observations of the contractor's work while it is in progress:
  - (1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.
- viii) Provide the services of a construction observer at the site to provide more extensive observation of the contractor's work. The duties, responsibilities, and authority of the construction observer are as set forth below:
  - (1) General duties and limitations are as follows:
    - (a) The construction observer's primary role is to observe the progress and quality of the work, act as ENGINEER's representative at the site, and act as directed by and under the supervision of the project engineer.
    - (b) The construction observer will provide [select full- or part-time] representation at the site, unless otherwise directed by the project engineer in coordination with CLIENT.
    - (c) The construction observer's dealings in matters pertaining to the work in general will be with the contractor. The construction observer's dealings with subcontractors will only be through or with the knowledge and approval of the contractor. The construction observer will generally communicate with CLIENT only with the knowledge of and under the direction of the project engineer.
    - (d) Subject to the scope of the construction observer's observations of the work, ENGINEER will endeavor to identify defects and deficiencies in the work. However, ENGINEER shall not, as a result of the construction observer's observations of the work, supervise, direct, inspect, or have control over the work, nor shall ENGINEER (including the construction observer) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the site, for safety precautions and programs incident to the work or any constructor's work in progress, for the coordination of the constructors' work or schedules, or for any failure of any constructor to comply with laws and regulations applicable to the performing and furnishing of its work. ENGINEER (including the construction observer) neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish and perform the work, or any portion of the work, in accordance with the construction contract documents.
  - (2) Duties and responsibilities of the construction observer include:
    - (a) Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by the contractor and consult with the project engineer concerning acceptability of such schedules.

- (b) Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (not including the contractor's safety meetings).
- (c) Comply with site safety programs, as they apply to the construction observer, and if required to do so by such safety programs, receive safety training specifically related to construction observer's own personal safety while at the site.
- (d) Relative to providing liaison services:
  - (i) Assisting the project engineer, serve as ENGINEER's liaison with the contractor.
  - (ii) Working principally through the contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the construction contract documents.
  - (iii) Assist the project engineer in serving as CLIENT 's liaison with the contractor when the contractor's operations affect CLIENT's on-site operations.
  - (iv) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.
- (e) Receive from the contractor submittal of any matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, RFIs), or relating to the acceptability of the work under the construction contract documents. Report to the project engineer regarding such RFIs. Report to the project engineer when clarifications and interpretations of the construction contract documents are needed, whether as the result of a contractor RFI or otherwise. Transmit the project engineer's clarifications, interpretations, and decisions to the contractor.
- (f) Relative to shop drawings, samples, and other submittals:
  - (i) Receive samples that are furnished at the site by the contractor.
  - (ii) Receive contractor-approved shop drawings.
  - (iii) Receive other submittals from the contractor.
  - (iv) Record date of receipt of samples, contractor-approved shop drawings, and other submittals.
  - (v) Notify the project engineer of availability of samples for examination, and forward contractor-approved shop drawings and other submittals to the project engineer. When appropriate recommend distribution of submittal to specified subconsultants.
  - (vi) Advise the project engineer and the contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal, if the construction observer believes that the submittal has not been received from the contractor or has not been approved by the contractor or the project engineer.
- (g) Consider and evaluate the contractor's suggestions for modifications to the drawings or specifications, and report such suggestions, together with construction observer's recommendations, if any, to the project engineer. Transmit the project engineer's response (if any) to such suggestions to the contractor.
- (h) Relative to review of work:
  - (i) Report to the project engineer whenever the construction observer believes that any part of the work is defective under the terms and standards set forth in the construction contract documents and provide recommendations as to whether such work should be corrected, removed, and replaced, or accepted as provided in the construction contract documents.
  - (ii) Inform the project engineer of any work that construction observer believes is not defective under the terms and standards set forth in the construction contract documents but is nonetheless not compatible with the design concept of the completed project as a functioning whole and provide recommendations to the project engineer for addressing such work.

- (iii) Advise the project engineer of that part of the work that the construction observer believes should be uncovered for observation, or requires special testing, inspection, or approval.
- (i) Relative to inspections, tests, and system start-ups:
  - (i) Consult with the project engineer in advance of scheduled inspections, tests, and systems start-ups.
  - (ii) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT's personnel, and that the contractor maintains adequate records thereof.
  - (iii) Observe, record, and report to the project engineer appropriate details relative to the test procedures and systems start-ups.
  - (iv) Observe whether the contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work.
  - (v) Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections, and report to the project engineer.
  - (vi) Nothing in this Work Release will be construed to require construction observer to conduct inspections.
- (j) Relative to records:
  - (i) Maintain at the site orderly files for correspondence, reports of job conferences, copies of construction contract documents including change proposals, change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, the project engineer's clarifications and interpretations of the construction contract documents, progress reports, approved shop drawing and sample submittals, and other project-related documents.
  - (ii) Prepare regular reports or keep a diary or log book recording the contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change proposals, change orders, field orders, work change directives, changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the project engineer.
  - (iii) Maintain records for use in preparing project documentation.
  - (iv) Upon completion of the work, furnish an original set of construction observer project documentation to the project engineer.
- (k) Relative to Reports:
  - (i) Furnish periodic reports of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
  - (ii) Draft responses to or make recommendations on change proposals, change orders, work change directives, and field orders. Obtain backup material from the contractor.
  - (iii) Furnish to the project engineer and CLIENT copies of inspection, test, and system start-up reports.
  - (iv) Inform appropriate parties of the occurrence of any site accidents, emergencies, natural catastrophes endangering the work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition, constituent of concern, or hazardous material.
- (l) Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the project engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

- (m) During the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items installed and in accordance with the contract documents, and have these documents delivered to the project engineer for review and forwarding to CLIENT prior to payment for that part of the work.
- (n) Participate in ENGINEER's visits to the site regarding substantial completion, assist in the determination of substantial completion, and prior to the issuance of a certificate of substantial completion submit a punch list of observed items requiring completion or correction.
- (o) Participate in ENGINEER's visit to the site in the company of CLIENT and the contractor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by the contractor.
- (p) Observe whether items on the final punch list have been completed or corrected and make recommendations to the project engineer concerning acceptance and issuance of the notice of acceptability of the work.
- (q) ENGINEER's construction observer will not:
  - (i) Authorize any deviation from the construction contract documents or substitution of materials or equipment (including "or-equal" items).
  - (ii) Exceed limitations of ENGINEER's authority as set forth in this Work Release.
  - (iii) Undertake any of the responsibilities of the contractor, subcontractors, or suppliers, or any constructor.
  - (iv) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the work, by the contractor or any other constructor.
  - (v) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or the contractor.
  - (vi) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the project engineer.
  - (vii) Accept shop drawing or sample submittals from anyone other than the contractor.
  - (viii) Authorize CLIENT to occupy the project in whole or in part.
- (ix) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
  - (1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
  - (2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- (x) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.

- xi) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
  - (1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.
- xii) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.
- xiii) Relative to change orders, work change directives, change proposals and claims:
  - (1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
  - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.
  - (3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.
- xiv) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.
- xv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- xvi) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvii) Relative to inspections and tests:
  - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. ENGINEER's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such inspections and tests.
  - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
  - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
  - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
  - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xviii) Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
  - (1) Determine the amounts that ENGINEER recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.

- (a) Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, within the limits of ENGINEER's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
- (b) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
- (2) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release. Neither ENGINEER's review of the contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.
- (3) ENGINEER's recommendation for payment will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by CLIENT; to determine that title to any portion of the work, including materials or equipment, has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and the contractor that might affect the amount that should be paid.
- xix) Receive from the contractor, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xx) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xxi) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.
- xxii) After notice from the contractor that the work is complete:
  - (1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.
  - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
  - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
  - (4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable

within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.

- d) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.
- e) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- f) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

## 7. **Post-Construction Phase**

- a) Upon written authorization from CLIENT during the Post-Construction Phase, ENGINEER will:
  - i) Together with CLIENT, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist CLIENT in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.
  - ii) Together with CLIENT, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by CLIENT and ENGINEER, will terminate 12 months after the commencement of the construction contract's correction period.

## 3. **ADDITIONAL SERVICES**

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

### 1. **Additional Services Not Requiring CLIENT's Written Authorization**

- a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
  - i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by CLIENT.
  - ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
    - (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
    - (2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
    - (3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
    - (4) Providing to the contractor or CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

- iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
- v) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.
- vi) Services in connection with any partial utilization of the work by CLIENT prior to substantial completion.
- vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
- viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.
- ix) While at the site, compliance by ENGINEER and its staff with those terms of CLIENT's or the contractor's safety program provided to ENGINEER after the effective date of this Work Release that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

## 2. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
  - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
  - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
  - iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
  - iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
  - v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
  - vi) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
  - vii) Providing renderings or models for CLIENT's use, including development, management, and other services in support of building information modeling or civil integrated management.
  - viii) Undertaking investigations and studies including, but not limited to:

- (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
- (2) Detailed consideration of operations, maintenance, and overhead expenses.
- (3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.
- (4) Building, property, or similar appraisals.
- (5) Providing services necessary to assist CLIENT in obtaining licenses for proprietary systems or processes.
- (6) Detailed quantity surveys of materials, equipment, and labor.
- (7) Audits or inventories required in connection with construction performed or furnished by CLIENT.
- ix) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
- x) Services attributable to more prime construction contracts than specified in the Background Information.
- xi) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
- xii) Services during out-of-town travel required of ENGINEER, other than for visits to the site or CLIENT's office.
- xiii) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT.
- xiv) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
- xv) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- xvi) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
- xvii) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
- xviii) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- xix) Preparing contract record drawings and furnishing such contract record drawings to CLIENT.
- xx) Supplementing contract record drawings with information regarding the completed project, site, and immediately adjacent areas obtained from field observations, CLIENT, utility companies, and other reliable sources.
- xxi) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, CLIENT, utility companies, and other sources.
- xxii) Preparation of operation, maintenance, and staffing manuals, unless provided for in the Scope of Services.
- xxiii) Protracted or extensive assistance in refining and adjusting of project equipment and systems (such as initial startup, testing, and balancing).
- xxiv) Assistance to CLIENT in training CLIENT's staff to operate and maintain project equipment and systems.
- xxv) Assistance to CLIENT in developing systems and procedures for (a) control of the operation and maintenance of project equipment and systems, and (b) related recordkeeping.

- xxvi) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- xxvii) Overtime work requiring higher than regular rates.
- xxviii) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xxix) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xxx) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
- xxxi) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

#### 4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

##### 1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
  - i) Any development that affects the scope or time of performance of ENGINEER's services.
  - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) If CLIENT designates a construction manager, site representative, or any individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the site, CLIENT will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- e) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
- f) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- g) CLIENT will authorize ENGINEER to provide Additional Services as required.

##### 2. Project Information

- a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility

documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

- c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.
- d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

### 3. **CLIENT-Furnished Services**

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.
- d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

## 5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

### 1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	\$22,700	Lump Sum	
Final Design Phase	2.3	\$21,800	Lump Sum	
Bidding Phase	2.5	\$6,500	Hourly Rates	
Construction Phase	2.6	\$35,000	Hourly Rates	
<b>Total</b>	-	<b>\$86,000</b>	-	-

### 2. **Lump Sum Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.

- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. **Hourly Rates Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. **Estimated Compensation Amounts**

- a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
- b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

5. **Billing Schedule**

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

## 6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibits Fee Schedule.

## **SUNRISE ENGINEERING**

### **FEE SCHEDULE\***

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	CAD/Designer IV	\$151
Administrative II	\$98	CAD/Designer V	\$169
Administrative III	\$116	Construction Observer I	\$109
Administrative IV	\$138	Construction Observer II	\$132
Technical Editor	\$90	Construction Observer III	\$146
Funding Specialist	\$159	Construction Observer IV	\$174
Civil Engineering Intern	\$110	Construction Observer V	\$189
Civil EIT I	\$125	Project Manager I	\$171
Civil EIT II	\$144	Project Manager II	\$184
Civil EIT III	\$161	Project Manager III	\$195
Civil Engineer III	\$177	Project Manager IV	\$213
Civil Engineer IV	\$192	Project Manager V	\$244
Civil Engineer V	\$199	GIS Tech	\$94
Civil Engineer VI	\$214	GIS Senior Tech	\$115
Civil Engineer VII	\$229	GIS Analyst	\$140
Senior Civil Engineer	\$243	GIS Senior Analyst	\$165
Principal Civil Engineer	\$256	GIS Developer	\$182
Civil Engineering Tech I	\$101	GIS Team Lead	\$188
Civil Engineering Tech II	\$123	Survey Tech	\$99
Civil Engineering Tech III	\$138	Survey CAD Tech	\$145
Civil Engineering Tech IV	\$148	Survey Manager	\$196
Civil Engineering Tech V	\$164	Registered Surveyor	\$212
CAD Drafter I	\$102	Principal Surveyor	\$234
CAD Drafter II	\$122	One Man Survey Crew	\$172
CAD/Designer III	\$136		

### **REIMBURSABLE EXPENSE SCHEDULE\***

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day
UTV (On-Site)	\$200/Day
Nuclear Density Gauge	\$150/Day

\*Fees automatically change after the beginning of each year and are subject to change on other occasions.

\*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

\*A convenience fee of 4% will be applied to all payments made with a credit card.

STG-2026 12-2025

**DRAFT**

TOWN OF BIG WATER, UTAH

RESOLUTION NO. 2026-04

NEW BUSINESS G.

**DRAFT**

**A RESOLUTION AUTHORIZING BIG WATER TOWN'S PARTICIPATION IN AMERICA250 UTAH AND AUTHORIZING THE MAYOR TO EXECUTE THE AMERICA250 UTAH LOGO USAGE AGREEMENT**

**WHEREAS**, the United States will celebrate the 250th anniversary of its founding in 2026, commonly known as the Semiquincentennial; and

**WHEREAS**, the State of Utah, through its Department of Cultural and Community Engagement, has established America250 Utah to coordinate statewide commemorative activities, branding, and community participation; and

**WHEREAS**, America250 Utah offers municipalities the opportunity to become an official Utah250 Community, which includes access to a community-specific America250 Utah logo, participation in statewide branding efforts, and eligibility for a planning stipend; and

**WHEREAS**, participation in America250 Utah requires the governing body of the municipality to authorize participation by resolution and approve execution of the America250 Utah Logo Usage Agreement; and

**WHEREAS**, the Town Council of Big Water finds that participation in America250 Utah supports community engagement, historical recognition, civic pride, and local event planning consistent with the Town's public purposes;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of Big Water, Utah, as follows:

**1. Authorization to Participate**

Big Water Town is hereby authorized to participate as an official America250 Utah Community, subject to the terms and conditions of the America250 Utah Logo Usage Agreement.

**2. Authorization to Execute Agreement**

The Mayor David Schmuker, of Big Water Town, is hereby authorized and directed to execute the America250 Utah Logo Usage Agreement on behalf of Big Water Town, together with any non-substantive or administrative documents necessary to carry out the intent of this Resolution. (APPENDIX A)

**3. Committee Formation and Compliance**

Town staff are authorized to establish and maintain a local America250 Community committee, submit required information to the State of Utah, and administer any stipend or branding received in compliance with the Agreement and applicable laws.

**4. Effective Date**

This Resolution shall take effect immediately upon adoption.

**DRAFT**

PASSED AND ADOPTED by the Town Council of Big Water, Utah, this 21<sup>st</sup> day of January, 2026 by the following votes:

	AYE	NAY	ABSENT	ABSTAIN	
Mayor David Schmuker	_____	_____	_____	_____	By: _____
Council Member Jim Lybarger	_____	_____	_____	_____	David W. Schmuker, Mayor
Council Member Luke McConville	_____	_____	_____	_____	
Council Member Jennie Lassen	_____	_____	_____	_____	Attest: _____
Council Member Tara Chiasson	_____	_____	_____	_____	Stephanie Burkett, Interim Municipal Clerk



## MEMORANDUM OF UNDERSTANDING

*Between the*  
**AMERICA250 UTAH COMMISSION**  
*and*  
**Big Water Town**

### 1. Parties

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and Big Water Town, a Utah municipality or county, hereafter referred to as Big Water Town.

### 2. Purpose

The purpose of this memorandum is to outline the materials and information that Big Water Town will share with A250UT in direct connection to the stipend received.

### 3. MOU Agreement

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

#### SPECIAL TERMS

##### 4. A250UT agrees to:

- a. Allocate a stipend of \$ 1500.00 to Big Water Town for use on events or promotion of local America250 Utah community initiatives.
- b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
- c. Maintain open communication lines for questions and support.

##### 5. Big Water Town agrees to:

- a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
- b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
  - i. How stipend dollars were utilized
  - ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
  - iii. Additional digital artifacts, including photographs
  - iv. Post at least one event on [NowPlayingUtah.com](http://NowPlayingUtah.com) specifically tagging America250 Utah
- c. To allow America250 Utah to share contact information of its designated contact for Big Water Town local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
  - i. Contact name \_\_\_\_\_
  - ii. Contact email [bigwaterclerk@gmail.com](mailto:bigwaterclerk@gmail.com)
  - iii. Contact Phone number 435-675-3760
  - iv. Address 60 Aaron Burr, Big Water UT 84741



6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

\* \* \*

By signing below, Big Water Town represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

---

Nicole Handy  
Executive Director, America250 Utah Commission  
Department of Cultural and Community Engagement

Date

---

Name: David Schmuker  
Title: Mayor  
Affiliation: Big Water Town

Date

For additional information contact:

Chris Abbott  
Associate Director, America250 Utah Commission  
Utah Department of Cultural & Community Engagement  
[chrisabbott@utah.gov](mailto:chrisabbott@utah.gov)  
801.707.7833

# **AMERICA250 UTAH**

## **LOGO USAGE AGREEMENT**

This Trademark License Agreement (“Agreement”) is entered into on January 21, 2026 (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and [Entity], a Utah [county/municipal/tribal government], with a principal place of business at Big Water Town (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

### **BACKGROUND FACTS**

In preparation for America’s 250th anniversary (“Semi-Quincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semi-Quincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

### **SCOPE OF WORK**

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

## **TERMS AND CONDITIONS**

The parties agree as follows:

### **ARTICLE I—DEFINITIONS**

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

### **ARTICLE II—GRANT OF TRADEMARK LICENSE**

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

### **ARTICLE III—USE OF TRADEMARK**

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its **STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT** with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

#### **ARTICLE IV—QUALITY CONTROL**

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

#### **ARTICLE V—ADVERTISING**

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

## **ARTICLE VI—DEFAULT AND TERMINATION**

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

## **ARTICLE VII—INDEMNIFICATION AND INSURANCE**

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

## **ARTICLE VIII—MISCELLANEOUS**

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy  
Department of Cultural and Community  
Engagement  
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

State of Utah, Department of  
Cultural and Community  
Engagement:

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Print Name:  
Title:  
Date:

Big Water Municipal Corp:

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Print Name:  
Title:  
Date

# II. FINANCIAL REPORTS

**Big Water Municipal Corporation**  
**Operational Budget Report**  
**10 General Fund - 07/01/2025 to 01/15/2026**  
**58.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
3110.0 PROPERTY TAXES - CURRENT	184,470.35	0.00	140,513.49	185,000.00	75.95%
3120.0 PROPERTY TAXES - DELINQUENT	9,465.55	0.00	16,270.48	17,000.00	95.71%
3130.0 GENERAL SALES AND USE TAXES	117,544.56	0.00	75,271.50	138,000.00	54.54%
3140.0 TRANSIENT ROOM TAXES	0.00	0.00	33,676.52	50,000.00	67.35%
3150.0 COMMUNITY RESORT TAXES	0.00	0.00	460.56	0.00	0.00%
3170.0 FEE-IN-LIEU OF PROP TAXES	8,998.86	0.00	8,696.69	16,000.00	54.35%
<b>Total Taxes</b>	<b>320,479.32</b>	<b>0.00</b>	<b>274,889.24</b>	<b>406,000.00</b>	<b>67.71%</b>
<b>Licenses and permits</b>					
3210.0 BUSINESS LICENSES & PERMITS	7,550.00	1,625.00	4,325.00	9,000.00	48.06%
3220.0 NON-BUSINESS LICENSES & PERMIT	0.00	0.00	750.00	2,000.00	37.50%
3221.0 BUILDING PERMITS	4,740.57	1,804.22	4,982.49	10,000.00	49.82%
3225.0 ANIMAL LICENSES	10.00	0.00	0.00	0.00	0.00%
<b>Total Licenses and permits</b>	<b>12,300.57</b>	<b>3,429.22</b>	<b>10,057.49</b>	<b>21,000.00</b>	<b>47.89%</b>
<b>Intergovernmental revenue</b>					
3340.0 STATE GRANTS	43,200.00	0.00	0.00	0.00	0.00%
3355.0 GRANT REVENUE	0.00	0.00	0.00	4,000.00	0.00%
3355.5 FIRE STATE GRANT REVENUE	9,963.32	0.00	0.00	0.00	0.00%
3356.0 CLASS C ROAD FUND ALLOTMENT	57,487.03	0.00	42,446.88	70,000.00	60.64%
<b>Total Intergovernmental revenue</b>	<b>110,650.35</b>	<b>0.00</b>	<b>42,446.88</b>	<b>74,000.00</b>	<b>57.36%</b>
<b>Charges for Fire Services</b>					
3361.0 CLID CONTRACT	65,205.36	0.00	67,067.20	135,000.00	49.68%
3362 FIRE DEPARTMENT REVENUE	128,725.00	58,675.00	173,955.00	352,500.00	49.35%
3363 WILD LAND REVENUE	3,803.60	0.00	0.00	1,000.00	0.00%
<b>Total Charges for Fire Services</b>	<b>197,733.96</b>	<b>58,675.00</b>	<b>241,022.20</b>	<b>488,500.00</b>	<b>49.34%</b>
<b>Charges for services</b>					
3419.0 GENERAL GOVT - POST OFFICE	10,294.69	1,470.67	10,294.69	18,000.00	57.19%
<b>Total Charges for services</b>	<b>10,294.69</b>	<b>1,470.67</b>	<b>10,294.69</b>	<b>18,000.00</b>	<b>57.19%</b>
<b>Fines and forfeitures</b>					
3520.0 COURT FEE	1,684.53	0.00	1,167.54	2,000.00	58.38%
<b>Total Fines and forfeitures</b>	<b>1,684.53</b>	<b>0.00</b>	<b>1,167.54</b>	<b>2,000.00</b>	<b>58.38%</b>
<b>Interest</b>					
3610.0 INTEREST EARNINGS	23,131.94	0.00	17,299.87	30,000.00	57.67%
<b>Total Interest</b>	<b>23,131.94</b>	<b>0.00</b>	<b>17,299.87</b>	<b>30,000.00</b>	<b>57.67%</b>
<b>Miscellaneous revenue</b>					
3630.0 VOLUNTARY FIRE CONTRIBUTION	10,000.00	0.00	25.00	0.00	0.00%
3690.0 MISCELLANEOUS REVENUE	81.87	0.00	380.00	0.00	0.00%
3694 EVENT DONATIONS	1,000.00	0.00	1,000.00	0.00	0.00%
3695.0 CASH OVER/SHORT	0.00	0.00	0.00	500.00	0.00%
<b>Total Miscellaneous revenue</b>	<b>11,081.87</b>	<b>0.00</b>	<b>1,405.00</b>	<b>500.00</b>	<b>281.00%</b>
<b>Contributions and transfers</b>					
3970.0 CONTRIBUTIONS-PRIVATE SOURCES	40,000.00	0.00	0.00	0.00	0.00%
3990.0 GEN FUND BALANCE TO BE APPROP.	0.00	0.00	0.00	68,731.00	0.00%
<b>Total Contributions and transfers</b>	<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>68,731.00</b>	<b>0.00%</b>
<b>Total Revenue:</b>	<b>727,357.23</b>	<b>63,574.89</b>	<b>598,582.91</b>	<b>1,108,731.00</b>	<b>53.99%</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Council</b>					
4111.0 MAYOR SALARIES AND WAGES	4,116.00	275.00	3,850.00	7,150.00	53.85%
4113.0 EMPLOYEE BENEFITS	315.60	21.04	294.56	675.00	43.64%
4123.0 TRAVEL	0.00	0.00	59.76	150.00	39.84%
4124.0 OFFICE EXPENSE & SUPPLIES	0.00	141.66	204.85	0.00	0.00%
<b>Total Council</b>	<b>4,431.60</b>	<b>437.70</b>	<b>4,409.17</b>	<b>7,975.00</b>	<b>55.29%</b>
<b>Court</b>					
4224.0 OFFICE EXPENSE & SUPPLIES	0.00	3.25	275.78	0.00	0.00%
4230.0 PUBLIC DEFENDER	0.00	0.00	0.00	1,500.00	0.00%
4230.5 ATTORNEY	0.00	0.00	10,000.00	10,000.00	100.00%
<b>Total Court</b>	<b>0.00</b>	<b>3.25</b>	<b>10,275.78</b>	<b>11,500.00</b>	<b>89.35%</b>
<b>Administration</b>					

**Big Water Municipal Corporation**  
**Operational Budget Report**  
**10 General Fund - 07/01/2025 to 01/15/2026**  
**58.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4411.0 SALARIES AND WAGES	37,640.31	3,753.97	42,688.10	72,200.00	59.12%
4413.0 EMPLOYEE BENEFITS	2,911.40	287.19	4,034.30	6,000.00	67.24%
4415.0 EMPLOYEE MEDICAL BENEFITS	14,103.91	1,817.04	14,134.08	25,963.00	54.44%
4418.0 EMPLOYEE RETIREMENT	5,717.62	532.68	5,857.91	12,477.00	46.95%
4421.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	1,217.57	125.00	1,179.97	3,100.00	38.06%
4422.0 PUBLIC NOTICES	0.00	0.00	0.00	500.00	0.00%
4423.0 TRAVEL	2,757.99	0.00	982.87	6,500.00	15.12%
4424.0 OFFICE EXPENSE & SUPPLIES	2,704.22	544.19	6,113.55	8,000.00	76.42%
4424.5 TOWN WEBSITE	0.00	0.00	0.00	4,300.00	0.00%
4425.0 EQUIPMENT - SUPPLIES & MAINT	1,222.85	0.00	1,339.55	2,000.00	66.98%
4427.0 BLDG & GRNDS - SUPPLIES/MAINT	397.44	0.00	619.36	4,000.00	15.48%
4428.0 UTILITIES	1,525.41	122.94	1,430.29	3,000.00	47.68%
4429.0 TELEPHONE	626.99	176.90	761.35	1,000.00	76.14%
4430.0 LAWSUIT	0.00	0.00	0.00	3,000.00	0.00%
4430.5 ATTORNEY	1,640.37	0.00	1,200.00	5,000.00	24.00%
4431.0 ENGINEERING	475.00	0.00	1,482.00	10,000.00	14.82%
4431.5 AUDIT	4,195.00	0.00	4,350.00	5,000.00	87.00%
4433.0 EDUCATION & TRAINING	430.00	0.00	292.83	3,000.00	9.76%
4434.0 BANK CHARGES	1,856.27	138.95	1,672.98	4,000.00	41.82%
4435.0 POSTAL CONTRACT	21,388.93	1,379.89	21,746.22	34,000.00	63.96%
4451.0 INSURANCE AND SURETY BONDS	7,279.85	0.00	1,963.85	10,000.00	19.64%
4452.0 EVENT EXPENDITURES	538.83	1,380.32	1,380.32	2,000.00	69.02%
4461.0 MISCELLANEOUS	1,888.89	0.00	708.32	10,000.00	7.08%
<b>Total Administration</b>	<b>110,518.85</b>	<b>10,259.07</b>	<b>113,937.85</b>	<b>235,040.00</b>	<b>48.48%</b>
<b>Non-Departmental</b>					
4920.0 TOWN CLEAN-UP	0.00	0.00	81.87	2,200.00	3.72%
4939.0 ELECTIONS	0.00	0.00	2,131.27	3,500.00	60.89%
4964.0 ARPA EXPENSE	6,572.46	0.00	0.00	0.00	0.00%
<b>Total Non-Departmental</b>	<b>6,572.46</b>	<b>0.00</b>	<b>2,213.14</b>	<b>5,700.00</b>	<b>38.83%</b>
<b>Total General government</b>	<b>121,522.91</b>	<b>10,700.02</b>	<b>130,835.94</b>	<b>260,215.00</b>	<b>50.28%</b>
<b>Public safety</b>					
<b>Police</b>					
5411.0 SALARIES - FULL TIME	40,253.03	2,933.60	42,995.61	75,544.00	56.91%
5412.0 SALARIES - PART TIME	1,600.00	976.12	12,051.74	24,860.00	48.48%
5413.0 EMPLOYEE BENEFITS	3,279.22	299.09	4,192.80	6,600.00	63.53%
5415.0 MED INSUR	13,926.50	2,103.18	14,722.26	26,000.00	56.62%
5418.0 EMPLOYEE RETIREMENT	11,443.11	867.17	12,140.38	22,000.00	55.18%
5424.0 OFFICE EXPENSE & SUPPLIES	245.80	0.00	461.32	500.00	92.26%
5425.0 EQUIPMENT - SUPPLIES & MAINT	2,530.51	90.00	13,902.20	15,100.00	92.07%
5425.5 GRANT EXPENDITURES	2,603.17	0.00	0.00	4,000.00	0.00%
5426.0 FUEL	3,136.70	584.51	4,233.06	6,000.00	70.55%
5428.0 UTILITIES	280.09	80.02	580.16	1,000.00	58.02%
5429.0 TELEPHONE	384.54	151.84	491.23	2,000.00	24.56%
5433.0 EDUCATION & TRAINING	0.00	0.00	0.00	1,000.00	0.00%
5451.0 INSURANCE AND SURETY BONDS	338.64	0.00	3,684.47	800.00	460.56%
5461.0 MISCELLANEOUS	50.00	0.00	100.00	200.00	50.00%
<b>Total Police</b>	<b>80,071.31</b>	<b>8,085.53</b>	<b>109,555.23</b>	<b>185,604.00</b>	<b>59.03%</b>
<b>Fire</b>					
5511.0 SALARIES AND WAGES	211,286.09	16,214.79	207,030.75	357,489.00	57.91%
5511.1 TRANSPORT SALARIES AND WAGES	595.00	0.00	0.00	0.00	0.00%
5513.0 EMPLOYEE BENEFITS	32,644.31	1,240.44	16,574.78	48,000.00	34.53%
5514.0 MEDICAL BENEFITS	0.00	2,103.18	23,678.58	0.00	0.00%
5515.0 EMPLOYEE RETIREMENT	19,440.87	1,489.93	21,031.92	30,000.00	70.11%
5523.0 STATION MAINTANCE AND REPAIR	8,659.57	0.00	1,614.87	5,000.00	32.30%
5524.0 OFFICE EXPENSE & SUPPLIES	7,627.76	750.53	2,774.62	8,500.00	32.64%
5524.1 UNIFORMS	3,185.97	506.50	1,941.40	5,000.00	38.83%
5525.0 EQUIPMENT - SUPPLIES & MAINT	7,123.86	246.64	4,474.37	9,000.00	49.72%
5525.1 MAINTENANCE - E31	0.00	0.00	1,886.95	3,000.00	62.90%
5525.15 MAINTENANCE - E32	3,165.32	1,543.36	1,989.54	3,000.00	66.32%
5525.2 MAINTENANCE - R31	10.49	0.00	114.40	4,000.00	2.86%
5525.4 MAINTENANCE - A31	104.70	0.00	0.00	0.00	0.00%
5525.5 MAINTENANCE - A32	0.00	0.00	79.17	0.00	0.00%
5525.6 MAINTENANCE - BR31	0.00	0.00	0.00	1,000.00	0.00%
5525.7 MAINTENANCE - CH30	1,167.88	0.00	1,591.04	2,000.00	79.55%
5526.1 FUEL - Brush Truck	0.00	198.55	255.00	500.00	51.00%

**Big Water Municipal Corporation**  
**Operational Budget Report**  
**10 General Fund - 07/01/2025 to 01/15/2026**  
**58.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
5526.2 FUEL - ENGINE 31	2,362.85	82.84	515.97	1,500.00	34.40%
5526.3 FUEL - ENGINE 32	0.00	0.00	171.36	1,500.00	11.42%
5526.31 FUEL - R31	135.50	142.23	603.79	1,500.00	40.25%
5526.5 FUEL - CH30	2,770.29	274.99	1,800.78	4,000.00	45.02%
5527 EQUIPMENT - FIRE	210.00	535.00	535.00	1,000.00	53.50%
5528.0 UTILITIES	4,172.31	322.38	2,989.48	7,000.00	42.71%
5529.0 TELEPHONE	2,092.23	336.94	1,629.09	2,500.00	65.16%
5530.0 GRANT EXPENDITURES	9,963.32	0.00	0.00	0.00	0.00%
5533.0 EDUCATION & TRAINING	3,114.27	1,571.00	2,920.40	4,000.00	73.01%
5533.1 EDUCATION & TRAINING SUPPLIES	355.82	0.00	736.99	1,000.00	73.70%
5534.0 TRAVEL EXPENSES	1,179.37	0.00	54.34	3,000.00	1.81%
5535.0 WILD LAND	4,078.09	0.00	571.48	1,000.00	57.15%
5536 ATTORNEY	1,248.00	0.00	1,125.00	1,000.00	112.50%
5537 PUBLIC RELATIONS	1,914.74	0.00	1,063.14	2,000.00	53.16%
5551.0 INSURANCE AND SURETY BONDS	16,377.39	0.00	15,451.15	20,000.00	77.26%
5561.0 MISCELLANEOUS	1,032.32	0.00	2,112.64	1,500.00	140.84%
5567.0 FIRE HOUSE LEASE PMT	11,240.00	0.00	11,120.00	11,120.00	100.00%
5568.0 FIRE TRUCK LEASE PMT	12,885.00	12,825.01	12,825.01	12,825.00	100.00%
<b>Total Fire</b>	<b>370,143.32</b>	<b>40,384.31</b>	<b>341,263.01</b>	<b>552,934.00</b>	<b>61.72%</b>
<b>Building</b>					
5611.0 SALARIES AND WAGES	6,491.60	754.80	6,318.00	11,000.00	57.44%
5613.0 EMPLOYEE BENEFITS	351.90	0.00	305.25	550.00	55.50%
5621.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	302.13	0.00	0.00	500.00	0.00%
5624.0 OFFICE EXPENSE & SUPPLIES	0.00	0.00	21.96	500.00	4.39%
5633.0 EDUCATION & TRAINING	0.00	0.00	0.00	2,000.00	0.00%
<b>Total Building</b>	<b>7,145.63</b>	<b>754.80</b>	<b>6,645.21</b>	<b>14,550.00</b>	<b>45.67%</b>
<b>Total Public safety</b>	<b>457,360.26</b>	<b>49,224.64</b>	<b>457,463.45</b>	<b>753,088.00</b>	<b>60.75%</b>
<b>Highways and public improvements</b>					
<b>Highways</b>					
6110.0 Streets SALARIES & WAGES	4,125.00	275.00	3,850.00	7,150.00	53.85%
6113.0 Streets BENEFITS	315.60	21.04	294.56	1,000.00	29.46%
6120.0 Streets debt service - principal	21,000.00	0.00	0.00	0.00	0.00%
6121 Streets debt service - interest	315.00	0.00	0.00	0.00	0.00%
6127.0 Streets REPAIRS & MAINTENANCE	1,743.57	0.00	80.80	26,000.00	0.31%
6140 Road Development	369.50	0.00	0.00	0.00	0.00%
6163.0 CLASS C ROAD PROGRAM	23,857.00	1,406.00	5,465.00	35,850.00	15.24%
<b>Total Highways</b>	<b>51,725.67</b>	<b>1,702.04</b>	<b>9,690.36</b>	<b>70,000.00</b>	<b>13.84%</b>
<b>Total Highways and public improvements</b>	<b>51,725.67</b>	<b>1,702.04</b>	<b>9,690.36</b>	<b>70,000.00</b>	<b>13.84%</b>
<b>Parks, recreation, and public property</b>					
<b>Parks &amp; Recreation</b>					
6411.0 SALARIES AND WAGES	3,710.00	244.80	4,699.72	6,000.00	78.33%
6412.0 VISITOR CENTER SALARIES AND WAGES	0.00	0.00	0.00	14,428.00	0.00%
6413.0 EMPLOYEE BENEFITS	0.00	4.19	86.41	0.00	0.00%
6424.0 OFFICE EXPENSE & SUPPLIES	0.00	0.00	31.44	0.00	0.00%
6425.0 EQUIPMENT - SUPPLIES & MAINT	373.10	0.00	0.00	800.00	0.00%
6427.0 BLDG & GRNDS - SUPPLIES/MAINT	715.02	0.00	299.86	700.00	42.84%
6428.0 UTILITIES	2,365.55	109.78	3,964.78	3,000.00	132.16%
6461.0 MISCELLANEOUS	23.54	0.00	0.00	500.00	0.00%
<b>Total Parks &amp; Recreation</b>	<b>7,187.21</b>	<b>358.77</b>	<b>9,082.21</b>	<b>25,428.00</b>	<b>35.72%</b>
<b>Total Parks, recreation, and public property</b>	<b>7,187.21</b>	<b>358.77</b>	<b>9,082.21</b>	<b>25,428.00</b>	<b>35.72%</b>
<b>Total Expenditures:</b>	<b>637,796.05</b>	<b>61,985.47</b>	<b>607,071.96</b>	<b>1,108,731.00</b>	<b>54.75%</b>
<b>Total Change In Net Position</b>	<b>89,561.18</b>	<b>1,589.42</b>	<b>(8,489.05)</b>	<b>0.00</b>	<b>0.00%</b>

**Big Water Municipal Corporation**

**Operational Budget Report**

**21 Municipal Building Authority - 07/01/2025 to 01/15/2026**

**58.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
Miscellaneous revenue					
3680 FIREHOUSE RECEIVABLE	11,240.00	0.00	11,120.00	0.00	0.00%
3685.0 FIRE TRUCK RECEIVABLE	12,885.00	12,825.01	12,825.01	0.00	0.00%
<b>Total Miscellaneous revenue</b>	<b>24,125.00</b>	<b>12,825.01</b>	<b>23,945.01</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Revenue:</b>	<b>24,125.00</b>	<b>12,825.01</b>	<b>23,945.01</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expenditures:</b>					
Debt service					
4250 Firehouse Loan Principal	8,000.00	0.00	8,000.00	0.00	0.00%
4251 Firehouse Loan Interest	3,240.00	0.00	3,120.01	0.00	0.00%
4252 Fire Truck Loan Principal	12,000.00	12,000.00	12,000.00	0.00	0.00%
4253 Fire Truck Loan Interest	885.00	825.01	825.01	0.00	0.00%
<b>Total Debt service</b>	<b>24,125.00</b>	<b>12,825.01</b>	<b>23,945.02</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>24,125.00</b>	<b>12,825.01</b>	<b>23,945.02</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Change In Net Position</b>	<b>0.00</b>	<b>0.00</b>	<b>(0.01)</b>	<b>0.00</b>	<b>0.00%</b>

**Big Water Municipal Corporation  
Cash Summary  
All Bank Accounts as of 01/15/2026**

<b>Description</b>	<b>Amount</b>
Checking - Zions	\$38,563.33
PTIF 3384 General	\$258,565.16
PTIF 3385 Roads	\$529,351.57
PTIF 5600 Fire Dept	\$8,489.68
PTIF 8089 Human Resources	\$20,875.07
PTIF 8359 Contingency Fund	\$24,195.85
Xpress Bill Pay Clearing	\$30.00
PTIF 0670 Loan	\$0.00
Water Cash	\$106.16
UNDEPOSITED PAYMENTS	\$3,029.22
<b>General Ledger Cash Total:</b>	<b>\$883,206.04</b>

**Big Water Municipal Corporation**  
**General Ledger - 12/1/2025 to 12/31/2025**  
**Wages/ Benefits/ Retirement**

Account		Description	Debit	Credit	Balance
Date	Code				
10 4111.0 - MAYOR SALARIES AND WAGES					<b>\$3,025.00</b>
12/7/2025 PR	Gross Pay		275.00		3,300.00
12/21/2025 PR	Gross Pay		275.00		3,575.00
			<b>\$550.00</b>		<b>\$3,575.00</b>
10 4113.0 - EMPLOYEE BENEFITS					<b>\$231.44</b>
12/7/2025 PR	Social Security Tax		17.05		248.49
12/7/2025 PR	Medicare Tax		3.99		252.48
12/21/2025 PR	Social Security Tax		17.05		269.53
12/21/2025 PR	Medicare Tax		3.99		273.52
			<b>\$42.08</b>		<b>\$273.52</b>
10 4411.0 - SALARIES AND WAGES					<b>\$32,519.51</b>
12/7/2025 PR	Gross Pay		3,527.77		36,047.28
12/16/2025 AP	VOID INV: 11102025	Duplicate Payroll Paid to Employee		166.23	35,881.05
	11/10/2025				
12/21/2025 PR	Gross Pay		3,053.08		38,934.13
			<b>\$6,580.85</b>	( <b>\$166.23</b> )	<b>\$38,934.13</b>
10 4413.0 - EMPLOYEE BENEFITS					<b>\$2,696.56</b>
12/7/2025 PR	Social Security Tax		321.34		3,017.90
12/7/2025 PR	Medicare Tax		75.15		3,093.05
12/21/2025 PR	Social Security Tax		291.91		3,384.96
12/21/2025 PR	Medicare Tax		68.27		3,453.23
12/22/2025 PR	Employee's refusal to Pay FICA and Medicare Taxes		293.88		3,747.11
			<b>\$1,050.55</b>		<b>\$3,747.11</b>
10 4418.0 - EMPLOYEE RETIREMENT					<b>\$4,491.18</b>
12/7/2025 PR	Retirement		400.82		4,892.00
12/21/2025 PR	Retirement		433.23		5,325.23
			<b>\$834.05</b>		<b>\$5,325.23</b>
10 5411.0 - SALARIES - FULL TIME					<b>\$33,974.79</b>
12/7/2025 PR	Gross Pay		2,933.60		36,908.39
12/21/2025 PR	Gross Pay		3,153.62		40,062.01
			<b>\$6,087.22</b>		<b>\$40,062.01</b>
10 5412.0 - SALARIES - PART TIME					<b>\$9,381.60</b>
12/7/2025 PR	Gross Pay		824.00		10,205.60
12/21/2025 PR	Gross Pay		870.02		11,075.62
			<b>\$1,694.02</b>		<b>\$11,075.62</b>
10 5413.0 - EMPLOYEE BENEFITS					<b>\$3,298.44</b>
12/7/2025 PR	Social Security Tax		232.97		3,531.41
12/7/2025 PR	Medicare Tax		54.49		3,585.90
12/21/2025 PR	Social Security Tax		249.46		3,835.36
12/21/2025 PR	Medicare Tax		58.35		3,893.71
			<b>\$595.27</b>		<b>\$3,893.71</b>
10 5418.0 - EMPLOYEE RETIREMENT					<b>\$9,538.87</b>
12/7/2025 PR	Retirement		867.17		10,406.04
12/21/2025 PR	Retirement		867.17		11,273.21
			<b>\$1,734.34</b>		<b>\$11,273.21</b>
10 5511.0 - SALARIES AND WAGES					<b>\$159,941.59</b>
12/7/2025 PR	Gross Pay		15,835.24		175,776.83
12/16/2025 AP	VOID INV: 11052025	Duplicate Payroll Paid to Employee 11/5/2025		689.27	175,087.56
12/21/2025 PR	Gross Pay		15,728.40		190,815.96
			<b>\$31,563.64</b>	( <b>\$689.27</b> )	<b>\$190,815.96</b>
10 5513.0 - EMPLOYEE BENEFITS					<b>\$12,359.09</b>
12/7/2025 PR	Social Security Tax		1,089.90		13,448.99
12/7/2025 PR	Medicare Tax		254.87		13,703.86
12/21/2025 PR	Social Security Tax		1,321.44		15,025.30
12/21/2025 PR	Medicare Tax		309.04		15,334.34
			<b>\$2,975.25</b>		<b>\$15,334.34</b>
10 5515.0 - EMPLOYEE RETIREMENT					<b>\$16,562.13</b>
12/7/2025 PR	Retirement		1,489.93		18,052.06
12/21/2025 PR	Retirement		1,489.93		19,541.99
			<b>\$2,979.86</b>		<b>\$19,541.99</b>

**Big Water Municipal Corporation**  
**General Ledger - 12/1/2025 to 12/31/2025**  
**Wages/ Benefits/ Retirement**

Account		Description	Debit	Credit	Balance
Date	Code				
<b>10 5611.0 - SALARIES AND WAGES</b>					
12/15/2025	AP	INV: 11.6-11.18.25 Kane County Building Department - Permits #642-645 - [REDACTED] Views - [REDACTED]	56.40		\$4,359.60 4,416.00
12/15/2025	AP	INV: 11.6-11.18.25 Kane County Building Department - Permit #62 - [REDACTED] - 4 Way - [REDACTED]	56.40		4,472.40
12/15/2025	AP	INV: 11.6-11.18.25 Kane County Building Department - Permit #648 - [REDACTED] Meter Base- Pass	56.40		4,528.80
12/15/2025	AP	INV: 11.6-11.18.25 Kane County Building Department - Permits #642-645 [REDACTED] [REDACTED]	56.40		4,585.20
12/15/2025	AP	INV: 11.6-11.18.25 Kane County Building Department - Travel Charges x4 @ \$120	360.00		4,945.20
12/18/2025	PR	Gross Pay	618.00		5,563.20
					<b>\$5,563.20</b>
<b>10 5613.0 - EMPLOYEE BENEFITS</b>					
12/18/2025	PR	Social Security Tax	38.32		\$257.97 296.29
12/18/2025	PR	Medicare Tax	8.96		305.25
					<b>\$305.25</b>
<b>10 6411.0 - SALARIES AND WAGES</b>					
12/7/2025	PR	Gross Pay	396.00		\$3,560.00 3,956.00
12/21/2025	PR	Gross Pay	158.92		4,114.92
12/23/2025	AP	INV: 12.23.2025 Stegall, Marvin - gen ground maint at TH	60.00		4,174.92
12/23/2025	AP	INV: 12.23.2025 Pitcher, Joann - General grounds mainenance	60.00		4,234.92
12/31/2025	AP	INV: 12.31.2025 Pitcher, Joann - Town Hall General Grounds Maintenance	100.00		4,334.92
12/31/2025	AP	INV: 12.31.2025 Stegall, Marvin - Town Hall- gen grounds/ maintenance	120.00		4,454.92
					<b>\$4,454.92</b>
<b>10 6413.0 - EMPLOYEE BENEFITS</b>					
12/7/2025	PR	Social Security Tax	24.55		\$39.78 64.33
12/7/2025	PR	Medicare Tax	5.74		70.07
12/21/2025	PR	Social Security Tax	9.85		79.92
12/21/2025	PR	Medicare Tax	2.30		82.22
					<b>\$82.22</b>
<b>Report Total:</b>					<b>\$58,875.37</b> <b>(\$855.50)</b> <b>\$354,257.42</b>

**Big Water Municipal Corporation**  
**Check Register**

**All Bank Accounts - 12/01/2025 to 12/31/2025**

Payee Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AmenGas - 517.1	6118	806386735	12/30/2025	12/30/2025	102.38	FD Propane- December	105528.0 - UTILITIES	
AT&T Mobility (FIRSTNET)	6097	287346126148X1	12/12/2025	12/12/2025	38.79	Cell *9169	105529.0 - TELEPHONE	
AT&T Mobility (FIRSTNET)	6097	287346126148X1	12/12/2025	12/12/2025	50.56	Cell *9175	105529.0 - TELEPHONE	
AT&T Mobility (FIRSTNET)	6097	287346126148X1	12/12/2025	12/12/2025	50.56	Cell *9176	105529.0 - TELEPHONE	
<b>AXON ENTERPRISE, INC.</b>	<b>6105</b>	<b>INUS404407</b>	<b>12/15/2025</b>	<b>12/16/2025</b>	<b>\$139.91</b>			
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	2.64	Shop Supplies	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	6.28	Engine Oil Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	18.31	NAPA Proformer Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	22.00	Replace Cabin Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	24.87	NAPA Proformer Cabin Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	37.14	50W30 Valvoline	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50554	12/08/2025	12/12/2025	44.00	Complete Oil & Lube	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	2.89	Shop Supplies	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	6.28	Engine Oil Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	24.07	MGD-49883 Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	26.56	MGD4107 Cabin Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	29.90	MP22C Wiper Blade	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	33.00	Labor - Replace Cabin Air Filter	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	37.14	SW60 Valvoline	105425.0 - EQUIPMENT - SUPPLIES	
B & L AUTOMOTIVE & TIRE	6098	50587	12/08/2025	12/12/2025	39.20	Labor - Complete Oil, Lube & Filter Service	105425.0 - EQUIPMENT - SUPPLIES	
					<b>\$354.28</b>			
BANKCARD CENTER	10000	FD CC- Dec 2025	12/18/2025	12/18/2025	97.80	Walmart- Glue, gauze, tv mount, misc ssupplies	105524.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	10000	FD CC- Dec 2025	12/18/2025	12/18/2025	127.75	Beach Body Subscription- Yearly	105533.0 - EDUCATION & TRAINING	
BANKCARD CENTER	10000	FD CC- Dec 2025	12/18/2025	12/18/2025	282.48	Midland Tactical Paint	105535.0 - WILD LAND	
BANKCARD CENTER	10000	FD CC- Dec 2025	12/18/2025	12/18/2025	625.42	Shop CPR-First Aid workbooks, videos, Instruction	105533.0 - EDUCATION & TRAINING	
BANKCARD CENTER	9999	Dec 2025	12/18/2025	12/18/2025	9.10	Dam Bar- Post Meeting office lunch	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	9999	Dec 2025	12/18/2025	12/18/2025	131.04	Safeway- Office candy, water, tissue, trash bags ha	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	9999	Dec 2025- Peggy	12/18/2025	12/18/2025	34.56	US Foods- EE H&W- Syrups for coffee bar	104461.0 - MISCELLANEOUS	
BANKCARD CENTER	9999	Dec 2025- Peggy	12/18/2025	12/18/2025	6.71	Walmart- Employee H&W program- Smoothie suppl	104461.0 - MISCELLANEOUS	
BANKCARD CENTER	9999	Dec 2025- Peggy	12/18/2025	12/18/2025	10.05	BV Patches	104461.0 - MISCELLANEOUS	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	2.99	Apple- Marshal iCloud	105429.0 - TELEPHONE	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	3.25	Google- 20GB Google play	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	9.33	Amazon- FD Ice Scoop	105561.0 - MISCELLANEOUS	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	9.99	Amazon- Highlighters	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	12.99	Amazon- Plastic cups/ lids for EE smoothie H&W	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	14.24	Amazon- FD Chief cell phone cover and screen prot	105529.0 - TELEPHONE	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	16.99	Amazon- Winter Beanie for EE participation in well	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	21.47	Chat GP1- November	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	22.09	Amazon- File Folders	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	27.99	Amazon- Shark VACMOP refills	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	30.17	Safeway- Election celebration supplies	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	42.77	Amazon- Coffee/syrup pumps for EE H&W program	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	46.15	Amazon- Kids toys for Christmas boxes	105537 - PUBLIC RELATIONS	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	68.72	Amazon- Katie's supplies- notebooks, notepad, stick	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	81.87	Walmart- Town clean up supplies	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	10.89	Dam Bar- Election lunch	104424.0 - OFFICE EXPENSE & SUPPLIES	
BANKCARD CENTER	EFT	BW- CC- 6508- D	12/18/2025	12/18/2025	12.00	Turboscribe	104424.0 - OFFICE EXPENSE & SUPPLIES	

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Payer Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
BANKCARD CENTER	EFT	BW-CC-6508-D	12/18/2025	12/18/2025	\$2,452.32			104421.0 - BOOK SUBSCRIPTIONS/
CenturyLink					\$2,452.32			
CenturyLink	6106	12/25-333186592	12/15/2025	12/16/2025	10.84	FD PHONE	105529.0 - TELEPHONE	
CenturyLink	6106	12/25-333186592	12/15/2025	12/16/2025	10.85	SSD PHONE	101581.0 - GLEN CANYON SSD CLEA	
CenturyLink	6106	12/25-333186592	12/15/2025	12/16/2025	10.85	TH/GCSSD Phone/Fax (split)	104429.0 - TELEPHONE	
CenturyLink	6106	12/25-333487255	12/15/2025	12/16/2025	80.72	PO PHONE	104435.0 - POSTAL CONTRACT	
					\$383.26			
EFTPS	99999	PR120725-12	12/01/2025	12/08/2025	63.66	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	99999	PR120725-12	12/01/2025	12/08/2025	272.26	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	99999	PR120725-12	12/01/2025	12/08/2025	743.88	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	99999	PR120725-12	12/01/2025	12/08/2025	997.02	Federal Income Tax	102222.0 - FEDERAL WITHHOLDING	
EFTPS	99999	PR120725-12	12/01/2025	12/08/2025	3,180.80	Social Security Tax	102221.0 - FICA PAYABLE	
					\$5,257.62			
EFTPS	9999	PR120725-12	12/08/2025	12/10/2025	11.48	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR120725-12	12/08/2025	12/10/2025	49.10	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR120725-12	12/10/2025	12/10/2025	21.64	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR120725-12	12/10/2025	12/10/2025	92.54	Social Security Tax	102221.0 - FICA PAYABLE	
					\$174.76			
EFTPS	9999	PR110925-12	11/05/2025	12/17/2025	21.64	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR110925-12	11/05/2025	12/17/2025	92.54	Social Security Tax	102221.0 - FICA PAYABLE	
					\$114.18			
EFTPS	9999	PR121825-12	12/22/2025	12/22/2025	17.92	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR121825-12	12/22/2025	12/22/2025	76.64	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	11.60	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	49.62	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	50.00	Federal Income Tax	102221.0 - FEDERAL WITHHOLDING	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	935.10	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	1,228.05	Federal Income Tax	102222.0 - FEDERAL WITHHOLDING	
EFTPS	9999	PR122125-12	12/22/2025	12/22/2025	3,998.24	Social Security Tax	102221.0 - FICA PAYABLE	
					\$6,367.17			
					\$11,913.73			
GARKANE ENERGY	6107	12/25-1636200	12/15/2025	12/16/2025	69.67	QUILL LIGHT	104428.0 - UTILITIES	
GARKANE ENERGY	6107	12/25-1636300	12/15/2025	12/16/2025	76.09	800 INDEP LIGHT	104428.0 - UTILITIES	
GARKANE ENERGY	6107	12/25-1636400	12/15/2025	12/16/2025	43.29	1180 INDEP LIGHT	104428.0 - UTILITIES	
GARKANE ENERGY	6107	12/25-1840300	12/15/2025	12/16/2025	51.95	PARK LIGHT	104428.0 - UTILITIES	
GARKANE ENERGY	6107	12/25-924802	12/15/2025	12/16/2025	275.08	FD POWER	105528.0 - UTILITIES	
					\$516.08			
GLEN CANYON SPECIAL SERVICE	6108	12/25-180	12/15/2025	12/16/2025	20.00	TH/GCSSD Water (split)	101581.0 - GLEN CANYON SSD CLEA	
GLEN CANYON SPECIAL SERVICE	6108	12/25-180	12/15/2025	12/16/2025	20.00	TH/GCSSD Water (split)	104428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6108	12/25-184	12/15/2025	12/16/2025	70.12	PO WATER/TRASH	104435.0 - POSTAL CONTRACT	
GLEN CANYON SPECIAL SERVICE	6108	12/25-590	12/15/2025	12/16/2025	56.29	PARK WATER	106428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6108	12/25-866	12/15/2025	12/16/2025	70.00	FD WATER	105528.0 - UTILITIES	
					\$740.41			
GLEN CANYON SPECIAL SERVICE	6115	Dec '25 Act 590	12/30/2025	12/30/2025	424.46	CITY PARK WATER	106428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6115	Dec '25- 180	12/30/2025	12/30/2025	20.00	TH Water	101581.0 - GLEN CANYON SSD CLEA	
GLEN CANYON SPECIAL SERVICE	6115	Dec '25- 180	12/30/2025	12/30/2025	20.00	TH Water	105428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6115	Dec '25- Act 184	12/30/2025	12/30/2025	70.12	PO Water- Dec	105528.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6115	Dec '25- act 866	12/30/2025	12/30/2025	70.00	FD Water- Dec	105528.0 - UTILITIES	
					\$604.58			
					\$1934.99			



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Payer Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Joseph, Katie	6099	12.12.25	12/12/2025	12/12/2025	100.00	BWM Christmas Gift Cards-Russ, Chris	105461.0 - MISCELLANEOUS	
Joseph, Katie	6099	12.12.25	12/12/2025	12/12/2025	100.00	PO Christmas Gift Cards- Erin & Liz	104435.0 - POSTAL CONTRACT	
Joseph, Katie	6099	12.12.25	12/12/2025	12/12/2025	150.00	BWM Christmas Gift Cards-Katie, Peggy, Chris Chia	104461.0 - MISCELLANEOUS	
Joseph, Katie	6099	12.12.25	12/12/2025	12/12/2025	150.00	GCSSD Christmas Gift Cards-Stephanie, David Ez	101581.0 - GLEN CANYON SSD CLEA	
Joseph, Katie	6099	12.12.25	12/12/2025	12/12/2025	45.00	FD Christmas Gift Cards-Cameron, Jeremy, Shelly	105561.0 - MISCELLANEOUS	
					<b>\$95.00</b>			
Justin W. Wayment, P.C.	6109	107609	12/15/2025	12/16/2025	105.00	Prepare email to Katie regarding Kane County/BWF	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6109	107609	12/15/2025	12/16/2025	120.00	Review agreements side by side comparison	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6109	107609	12/15/2025	12/16/2025	40.50	Research Settlement Agreement regarding candidac	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	30.00	11.24.25 Meeting w/ Stephanie on SSD	101581.0 - GLEN CANYON SSD CLEA	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	105.00	11.10.25 EEOC (Jiminez) Phone call w/ Peggy, revi	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	120.00	11.12.25 EEOC (Jiminez) Review documents for Big	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	135.00	12/20/25 Call w/ Cameron, review documents	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	195.00	11.18.25 EEOC (Jiminez) Review, Chief Westensko	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6112	107703	12/16/2025	12/16/2025	225.00	12.12.25 Email w/ Peggy on EEOC (Jiminez), prepai	105536 - ATTORNEY	
					<b>\$1,560.00</b>			
KANE COUNTY	6119	25-1218-B	12/31/2025	12/31/2025	75.00	Public Notice and sample ballot in local paper	104939.0 - ELECTIONS	
KANE COUNTY	6119	25-1218-B	12/31/2025	12/31/2025	325.00	Election Judges	104939.0 - ELECTIONS	
KANE COUNTY	6119	25-1218-B	12/31/2025	12/31/2025	605.14	Balots printed- 246 x \$2.464 per ballot	104939.0 - ELECTIONS	
					<b>\$2,131.27</b>			
Kane County Building Department	6110	116-11.18.25	12/15/2025	12/16/2025	56.40	Permit #623 - Murada - 4 Way-Fail	105611.0 - SALARIES AND WAGES	
Kane County Building Department	6110	116-11.18.25	12/15/2025	12/16/2025	56.40	Permit #648 - Lassen - Meter Base-Pass	105611.0 - SALARIES AND WAGES	
Kane County Building Department	6110	116-11.18.25	12/15/2025	12/16/2025	56.40	Permits #642-645 - LR Views - Townhouses - Insulati	105611.0 - SALARIES AND WAGES	
Kane County Building Department	6110	116-11.18.25	12/15/2025	12/16/2025	36.00	Permits #642-645 - LR Views - Townhouses - Rough	105611.0 - SALARIES AND WAGES	
					<b>\$585.60</b>			
Lepore, Domenick	6100	11122025	11/12/2025	12/12/2025	85.30	Reissue Paycheck	101580.0 - SUSPENSE	
					<b>\$85.30</b>			
Marlin Leasing Corporation - Peac S	EFT	4128261-amende	12/12/2025	12/12/2025	75.42	Sept. 2025 Xerox Copier Lease (split)	101581.0 - GLEN CANYON SSD CLEA	
Marlin Leasing Corporation - Peac S	EFT	4128261-amende	12/12/2025	12/12/2025	75.42	Sept. 2025 Xerox Copier Lease (split)	104425.0 - EQUIPMENT - SUPPLIES	
					<b>\$150.84</b>			
PAYMENTTECH FEE	EFT	12032025	12/03/2025	12/03/2025	150.84			
					<b>FEES</b>			
					<b>\$2.63</b>			
PEHP	EFT	December 2025	12/05/2025	12/05/2025	-746.36	Bartlet Med/Dental RetroTermination Reimbursement	105514.0 - MEDICAL BENEFITS	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	134.50	Clerk Dental Insurance	104415.0 - EMPLOYEE MEDICAL BEN	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	420.64	Treasurer Health/Dental Ins.	101510.0 - GLEN CANYON SSD CLEA	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	746.36	SSD Clerk Health/Dental Ins	101581.0 - GLEN CANYON SSD CLEA	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	1,682.54	Treasurer Health/Dental Ins.	104415.0 - EMPLOYEE MEDICAL BEN	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	2,103.18	FD Health/Dental Family Ins.	105514.0 - MEDICAL BENEFITS	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	2,103.18	Marshall Health/Dental Ins.	105415.0 - MED INSUR	
PEHP	EFT	December 2025	12/05/2025	12/05/2025	2,103.18	Water Master Health/Dental Ins.	101581.0 - GLEN CANYON SSD CLEA	
					<b>\$8,547.22</b>			

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<b>Payer Name</b>	<b>Reference Number</b>	<b>Invoice Number</b>	<b>Ledger Date</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Description</b>	<b>Ledger Account</b>	<b>Activity Code</b>
<b>PELORUS METHODS</b>	<b>6111</b>	<b>260101</b>	<b>12/15/2025</b>	<b>12/16/2025</b>	<b>\$700.00</b>	<b>BW Software &amp; Support</b>	<b>1044240 - OFFICE EXPENSE &amp; SUP</b>	
Pitcher, Joann	ACH 12232515	12/23/2025	12/23/2025	12/23/2025	<b>\$60.00</b>	General grounds maintenance		1064110 - SALARIES AND WAGES
Redd's Ace Hardware	6116	184228	12/30/2025	12/30/2025	<b>146.24</b>	TH front door lock change		1044270 - BLDG & GRNDS - SUPPL
Sea-Western, Inc. dba Sea Western	6120	INV46291	12/31/2025	12/31/2025	<b>31.05</b>	Shipping Charges		105525.0 - EQUIPMENT - SUPPLIES
Sea-Western, Inc. dba Sea Western	6120	INV46291	12/31/2025	12/31/2025	<b>72.00</b>	FireDex Hanging Patch- XL61- Nelson and Bartlett		105526.0 - EQUIPMENT - SUPPLIES
Sea-Western, Inc. dba Sea Western	6120	INV49403	12/31/2025	12/31/2025	<b>32.60</b>	Shipping Cost		105535.0 - WILD LAND
Sea-Western, Inc. dba Sea Western	6120	INV49869	12/31/2025	12/31/2025	<b>25.40</b>	Key Fire Hose 3/4" Diam w/ GHT Couplings 50' Len		105535.0 - WILD LAND
Sea-Western, Inc. dba Sea Western	6120	INV49869	12/31/2025	12/31/2025	<b>21.00</b>	Shipping Cost		105525.0 - EQUIPMENT - SUPPLIES
					<b>36.00</b>	FireDex Hanging Patch- XL61- HAYCOCK		105525.0 - EQUIPMENT - SUPPLIES
Smart Document Solutions	6114	51974	12/22/2025	12/22/2025	<b>\$449.05</b>			
Smart Document Solutions	6114	51974	12/22/2025	12/22/2025	<b>63.18</b>	November xerox usage (split)		1015810 - GLEN CANYON SSD CLEA
					<b>63.19</b>	November xerox usage (split)		1041240 - OFFICE EXPENSE & SUP
<b>Stegall, Marvin</b>	<b>ACB 12232515</b>	<b>12.23.2025</b>	<b>12/23/2025</b>	<b>12/23/2025</b>	<b>\$126.37</b>			
SUNRISE ENGINEERING	6101	ARIV1008647	12/12/2025	12/12/2025	<b>\$6.00</b>	gen ground maint at TH		1064110 - SALARIES AND WAGES
SUNRISE ENGINEERING	6101	ARIV1008647	12/12/2025	12/12/2025	<b>8.00</b>	Pavement Management		1061630 - CLASS C ROAD PROGRA
SUNRISE ENGINEERING	6101	ARIV1008647	12/12/2025	12/12/2025	<b>134.00</b>	Capital Improvement Plan		1061630 - CLASS C ROAD PROGRA
					<b>1,840.00</b>	Report Preparation/Presentation		1061630 - CLASS C ROAD PROGRA
<b>SymbolsArts, LLC</b>	<b>6102</b>	<b>0547847</b>	<b>12/12/2025</b>	<b>12/12/2025</b>	<b>\$2,054.00</b>			
					<b>\$127.50</b>	Chief Badges		1055241 - UNIFORMS
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>60.00</b>	11.15-25 - 1hr - Work on Tahoe internet issues		105425.0 - EQUIPMENT - SUPPLIES
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>90.00</b>	9.00- 11.05-25 - 1.5hrs - Set Up Sentinel One		104424.0 - OFFICE EXPENSE & SUP
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>90.00</b>	11.24-25 - 1.5hrs - Discovery on Axon, Ericsson har		105425.0 - EQUIPMENT - SUPPLIES
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>150.00</b>	11.10-25 - 2.5hrs - Laptops on Sentinel One		104424.0 - OFFICE EXPENSE & SUP
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>150.00</b>	11.13-25 - 2.5hrs Reviewing Utah Privacy documents		104424.0 - OFFICE EXPENSE & SUP
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>210.00</b>	21.00- 11.13-25 - 2.5hrs Meeting w/ Katie on Privacy Policy		104424.0 - OFFICE EXPENSE & SUP
Total Tech Utah	6103	10068	12/12/2025	12/12/2025	<b>270.00</b>	27.00- 11.25-25 - 4.5hrs - Sentinel One deployment, testing		104424.0 - OFFICE EXPENSE & SUP
					<b>\$1,020.00</b>			
USPS	6104	12.15.25	12/15/2025	12/15/2025	<b>1145</b>	Curtis & Sons - Postage for Return		105561.0 - MISCELLANEOUS
USPS	6113	12.17.25	12/17/2025	12/17/2025	<b>3144</b>	Certified Letters-Variance-Jed Harr		1064240 - OFFICE EXPENSE & SUP
Utah Municipal Clerk's Association, c	EFT	12.12.2025	12/12/2025	12/12/2025	<b>\$125.00</b>	2025-2026 Membership Dues		1044210 - BOOK SUBSCRIPTIONS/
Utah Retirement Systems	100000	PR120725-8831	12/01/2025	12/08/2025	<b>366.07</b>	Retirement		102225.0 - RETIREMENT PAYABLE
Utah Retirement Systems	100000	PR120725-8831	12/02/2025	12/08/2025	<b>-36.07</b>	Retirement		102225.0 - RETIREMENT PAYABLE
Utah Retirement Systems	100000	PR120725-8831	12/08/2025	12/08/2025	<b>50.00</b>	Roth IRA		102225.0 - RETIREMENT PAYABLE
Utah Retirement Systems	100000	PR120725-8831	12/08/2025	12/08/2025	<b>2,830.52</b>	Retirement		102225.0 - RETIREMENT PAYABLE

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Utah Retirement Systems	100002	PR120725-8831	12/01/2025	12/01/2025	25.00	Roth IRA	102225 0 - RETIREMENT PAYABLE	
Utah Retirement Systems	100002	PR120725-8831	12/09/2025	12/10/2025	-25.00	Roth IRA	102225 0 - RETIREMENT PAYABLE	
Utah Retirement Systems	99999	PR122125-8831	12/22/2025	12/22/2025	75.00	Roth IRA	102225 0 - RETIREMENT PAYABLE	
Utah Retirement Systems	99999	PR122125-8831	12/22/2025	12/22/2025	2,867.77	Retirement	102225 0 - RETIREMENT PAYABLE	
Utah State Tax Commission	100001	PR120725-13	12/01/2025	12/08/2025	\$5,823.29			
Utah State Tax Commission	100001	PR120725-13	12/08/2025	12/08/2025	2174	State Income Tax	102223 0 - STATE WITHHOLDING PAY	
Utah State Tax Commission	9999	PR122125-13	12/22/2025	12/22/2025	947.28	State Income Tax	102223 0 - STATE WITHHOLDING PAY	
Utah State Tax Commission	9999	PR122125-13	12/22/2025	12/22/2025	\$969.02	State Income Tax	102223 0 - STATE WITHHOLDING PAY	
Utah State Tax Commission	9999	PR122125-13	12/22/2025	12/22/2025	1,068.86	State Income Tax	102223 0 - STATE WITHHOLDING PAY	
Utah State Tax Commission	9999	PR122125-13	12/22/2025	12/22/2025	\$2,037.88			
Utah State Tax Commission	9999	PR122125-13	12/22/2025	12/22/2025	320.09	Marshal F150 Tires mounted and balanced	105425 0 - EQUIPMENT - SUPPLIES	
VERIZON WIRELESS	EFT	6130125969	12/15/2025	12/15/2025	39.96	Marshal Cell *9940	105429 0 - TELEPHONE	
VERIZON WIRELESS	EFT	6130125969	12/15/2025	12/15/2025	39.96	Water Master Cell *1777	101581 0 - GLEN CANYON SSD CLEA	
VERIZON WIRELESS	EFT	6130125969	12/15/2025	12/15/2025	40.01	Deputy Marshal Hot Spot *1176	105428 0 - UTILITIES	
VERIZON WIRELESS	EFT	6130125969	12/15/2025	12/15/2025	40.01	Marshal Hot Spot *0404	105428 0 - UTILITIES	
WEX BANK	EFT	109032322	12/15/2025	12/15/2025	\$159.94			
WEX BANK	EFT	109032322	12/15/2025	12/15/2025	16.00	Monthly Charge for Cards	105524 0 - OFFICE EXPENSE & SUP	
WEX BANK	EFT	109032322	12/15/2025	12/15/2025	135.41	R31	105526 31 - FUEL - R31	
WEX BANK	EFT	109032322	12/15/2025	12/15/2025	168.93	CH30	105526 5 - FUEL - CH30	
WEX BANK	EFT	109054148	12/15/2025	12/15/2025	-0.14	Rebates	105426 0 - FUEL	
WEX BANK	EFT	109054148	12/15/2025	12/15/2025	6.00	Monthly Card Charge	105426 0 - FUEL	
WEX BANK	EFT	109054148	12/15/2025	12/15/2025	174.25	Deputy Marshal	105426 0 - FUEL	
WEX BANK	EFT	109054148	12/15/2025	12/15/2025	209.78	Marshal	105426 0 - FUEL	
WEX BANK	EFT	109054148	12/15/2025	12/15/2025	\$710.23			
XPRESS BILL PAY	EFT	INV-XPR030343	12/04/2025	12/04/2025	\$129.74	Online Bill Pay Service	104434 0 - BANK CHARGES	
ZIONS BANK	EFT	12222025	12/22/2025	12/22/2025	123.50	ANALYSIS FEE	104434 0 - BANK CHARGES	
ZIONS BANK	EFT	11302025	12/23/2025	12/23/2025	123.50	November bank fees	104434 0 - BANK CHARGES	
ZIONS BANK	EFT	12252025	12/25/2025	12/25/2025	20.00	BANK CHARGES	104434 0 - BANK CHARGES	
					\$267.00			
					\$48,646.23			