

**BIG WATER MUNICIPAL TOWN COUNCIL
REGULAR MEETING**

AGENDA

Wednesday May 27, 2026
60 N Aaron Burr, Big Water, Utah 84741
6:30pm Work Session;
Public Hearings 7:00pm; 7:01pm; 7:02pm; 7:03pm;
7:04pm Council Meeting

WORK SESSION

1. CALL TO ORDER –
2. ROLL CALL –
3. DISCUSSION ON AGENDA ITEMS –
4. ADJOURN –

PUBLIC HEARING 7:00pm - Open budget for 2025/2026 FY Budget

PUBLIC HEARING 7:01pm - Amending The Zoning Codes For Title 15 And Title 14.20 To Clarify The Authority And Duties Of The Zoning Administrator And To Establish Consistent Administrative Review Procedures

PUBLIC HEARING 7:02pm – Adopting the tentative budget for fiscal year 2026/2027

PUBLIC HEARING 7:03pm - Amending The Municipal Codes For Section 5.07 Alcohol Beverage Control To Match Utah State Code

MEETING

CALL TO ORDER-

1. ROLL CALL –
2. PLEDGE OF ALLEGIANCE –
3. STATEMENT OF CONFLICT –
4. APPROVAL OF APRIL MEETING MINUTES -
 - APPROVAL OF THE APRIL 1ST BUDGET WORK SESSION MINUTES
 - APPROVAL OF THE APRIL 15TH REGULAR MEETING MINUTES
 - APPROVAL OF THE APRIL 16TH SPECIAL MEETING MINUTES
 - APPROVAL OF THE APRIL 22ND BUDGET WORK SESSION MINUTES
5. MAYOR, COUNCIL, AND DEPARTMENT REPORTS
 - Mayor:
 - Council:
 - GCSSD; Jennie Lassen:
 - Parks & Recreation; Jennie Lassen /Tara Chiasson:
 - Planning and Zoning; Tara Chiasson:
 - Public Safety; Jim Lybarger:

- **Fire Chief; Cameron Westenskow:**
- **Marshal; Russ Johnson:**
- **Planning & Zoning Administrator; Denise Wood:**
- **Treasurer; Peggy Short:**

6. CITIZEN COMMENTS –

7. OLD BUSINESS –

- a) **Discussion and Possible Action on - Ordinance 02-2026 Commercial Zones Supplementary Developmental Standards –**
- b) **Discussion and Possible Action on – Ordinance 06-2026 Alcohol Beverage Control- Amended to Match State Code -**
- c) **Discussion and Possible Action on – Resolution 2026-07 Amending Personnel Policies & Procedures Manual To Add Appointed Employees Section -**

8. NEW BUSINESS

- a) **Discussion and Possible Action on – Resolution 2026-11, Amending FY 2025/2026 Budget –**
- b) **Discussion and Possible Action on - Ordinance 07-2026 P&Z Administrator Authority –**
- c) **Discussion and Possible Action on - Resolution 2026-14 Employer URS employee Pickups**
- d) **Discussion and Possible Action on – Adopting Tentative Budget for FY2026/2027 and set a public hearing for the final FY budget for 2026-2027**
- e) **Discussion and Possible action on – Extending the terms of Resolution 2026-01, Interim Town Clerk/Recorder Training Compensation as need to train the new Town Clerk/Recorder in Year-End Tasks and Responsibilities.**
- f) **Discussion and Possible action on – Approving the Interlocal Agreement for Mutual Aid in Fire Response Between the Town of Big Water and The City of Page, Arizona**
- g) **Discussion and Possible action on – Approving the Cooperative Wildfire System Agreement Renewal**
- h) **Discussion and Public Hearing Schedule for Ordinance 08-2026 an Ordinance Adopting the 2024 Wildland Urban Interface Code.**
- i) **Discussion and possible action on – Approving Fire Dept Employee Certification Raises**
- j) **Discussion and Possible Action on – Filling Vacant Community Recreation and Enhancement Board Seats for a Two-Year Term – (currently no applicants)**
- k) **Discussion and Possible Action on – Approving the MOU regarding shared expenses between Big Water Town and Glen Canyon Special Service District**

l) Discussion and Possible Action on – Approving Financials and Check Register –

9. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION— Legal Business; Litigation; Land purchase; Personnel business; deployment of security personnel, devices, or systems; or items as described under Utah State Code Utah Code 52-4-205—

Closed Meeting opened at:

Roll Call:

Vote to Adjourn Closed Session, motion made by , seconded by . Closed:

10. RETURN TO REGULAR MEETING—

a) Discussion and Possible Action on Closed Session—

11. ADJOURNMENT—

PUBLIC NOTICE

Big Water Municipal Town Council

Notice of Public Hearing

Notice is hereby given that on Wednesday, May 27, 2026 at 7:00 p.m. (UT), Big Water Municipal Corporation will hold a PUBLIC HEARING at Town Hall, located at 60 N Aaron Burr, Big Water, Utah, 84741.

PUBLIC HEARING ITEM/S:

- Open budget for 2025/2026 FY Budget**
- Add \$55,000 in grant money received from Kane County REC board for picnic pavilion**
- Add \$1,200 State grant monies for the America250 event**
- Add \$7,500 monies from Kane county for Hwy 89 Fire Dept assists**

At the time and place set forth above, all interested citizens may appear in person and may be given an opportunity to be heard either in support or in opposition. Each citizen will be given a reasonable amount of time to comment.

PUBLIC NOTICE

Big Water Municipal Town Council

Notice of Public Hearing

Notice is hereby given that on Wednesday,
May 27, 2026 at 7:01 p.m. (UT), Big Water Municipal
Corporation will hold a PUBLIC HEARING at Town Hall,
located at 60 N Aaron Burr, Big Water, Utah, 84741.

PUBLIC HEARING ITEM/S:

- AMENDING THE ZONING CODES FOR TITLE 15 AND
TITLE 14.20 TO CLARIFY THE AUTHORITY AND
DUTIES OF THE ZONING ADMINISTRATOR AND TO
ESTABLISH CONSISTENT ADMINISTRATIVE REVIEW
PROCEDURES**

At the time and place set forth above, all interested citizens may appear in person and may be given an opportunity to be heard either in support or in opposition. Each citizen will be given a reasonable amount of time to comment.

PUBLIC NOTICE

Big Water Municipal Town Council

Notice of Public Hearing

Notice is hereby given that on Wednesday,
May 27, 2026 at 7:02 p.m. (UT), Big Water Municipal
Corporation will hold a PUBLIC HEARING at Town Hall,
located at 60 N Aaron Burr, Big Water, Utah, 84741.

PUBLIC HEARING ITEM/S:

- **Adopting the tentative budget for fiscal year
2026/2027**

At the time and place set forth above, all interested citizens may appear in person and may be given an opportunity to be heard either in support or in opposition. Each citizen will be given a reasonable amount of time to comment.

PUBLIC NOTICE

Big Water Municipal Town Council

Notice of Public Hearing

Notice is hereby given that on Wednesday, May 27, 2026, at 7:03 p.m. (UT), Big Water Municipal Corporation will hold a PUBLIC HEARING at Town Hall, located at 60 N Aaron Burr, Big Water, Utah, 84741.

PUBLIC HEARING ITEM/S:

- **AMENDING THE MUNICIPAL CODES FOR SECTION 5.07 ALCOHOL BEVERAGE CONTROL TO MATCH UTAH STATE CODE**

At the time and place set forth above, all interested citizens may appear in person and may be given an opportunity to be heard either in support or in opposition. Each citizen will be given a reasonable amount of time to comment.

**BIG WATER MUNICIPAL
TOWN COUNCIL
WORK SESSION MEETING**

DRAFT MINUTES

Wednesday April 1, 2026
60 N Aaron Burr, Big Water, Utah 84741
7:00 pm Work Session

WORK SESSION-

CALL TO ORDER— 7:21pm

- 1. ROLL CALL- Council Members in Attendance:** David Schmuker, Jim Lyberger, Jennie Lassen, Tara Chaisson
- 2.** No conflict

2. AGENDA ITEMS—

A. Discussion of the Tentative FY Budget 2026-2027— Marshal Budget Discussion, Fire Chief Budget Discussion, Administration Budget Discussion

3. ADJOURN— Jim motioned to adjourn, Jennie seconded 9:40 pm - all yes to adjourn

BIG WATER MUNICIPAL TOWN COUNCIL
REGULAR MEETING
DRAFT MINUTES

Wednesday April 15, 2026
60 N Aaron Burr, Big Water, Utah 84741
6:30pm Work Session, 7:00pm Council Meeting

WORK SESSION

1. CALL TO ORDER- 6:41pm

2. ROLL CALL – Lybarger, Chiasson, Lassen, Schmuker

3. DISCUSSION ON AGENDA ITEMS – Discussion on Zone change map (Ord. 02-2026), explained by Nicole Wood. Lassen asked about Overlay. Overlay is former ‘mixed use’, but nothing has changed in the zones, they’ve been renamed and clarified for future growth. David thanked Nicole.

- David asked if any other items the Council would like to discuss.

- Chiasson asked why they are voting to rescind the Marshal phone line vote from last meeting. David explains he did not realize Russ was unaware of the phone line at the time.

- Lassen asked about P&Z admin resolution. S Burkett explains the resolution was returned to us incorrectly, adjustments were made and now it is in order for P&Z admin to become the approving authority on certain applications. Will make Admin final approver instead of Town Council to streamline process and make the wait shorter. Lassen asked what admin can sign, Burkett said parcel joiners, lot splits, boundary adjustments.

4. ADJOURN- Close @7:01pm

MEETING

CALL TO ORDER- Open at 7:01@ pm

1. ROLL CALL – Jim Lybarger, Tara Chiasson, Jennie Lassen, David Schmuker

2. PLEDGE OF ALLEGIANCE – David leads the Pledge.

3. STATEMENT OF CONFLICT – No conflict

4. APPROVAL OF MARCH MEETING MINUTES – Lybarger motioned to approve, Lassen seconded, All in favor.

5. MAYOR, COUNCIL, AND DEPARTMENT REPORTS

- **Mayor:** Still working on Road project with Sunrise. Working with SITLA about easements for roads. Stellar Vista, night sky telescopes and star viewing. Broke ground at Jackson Flat Reservoir. They want to come to BW to do a show for us. Stila sent an email and they want to open up land just east of Adonia, rather large lots. Mayor waiting to speak to Council more deeply about it.
- **Council:**
 - **GCSSD; Jennie Lassen:** Invitation for bid for residential waste disposal
 - **Parks & Recreation; Jennie Lassen /Tara Chiasson:** Lassen presented request for 55k for park pavilion acquired. Chiasson: America 250, original grant of 1500, and received another 1200 = 2700 for July 4th & 5th. Tentative plan is to start with a parade through town to the park. Local music will be part of the night. Games, some funds used for entertainment, possibly invite local vendors. 5th- America’s Potluck, small towns will be holding a potluck at Fire Dept. As community based as possible. Lassen invites someone to join the Rec Board as two seats remain open.
 - **Planning and Zoning; Tara Chiasson:** Chiasson went to First P&Z Meeting.

- **Public Safety; Jim Lybarger:** Lybarger – Thank you to Marshal and Deputy Marshal for keeping us safe. Lybarger wrote a grant to help get the safety vests. 50% covered if we get the grant. Fire Dept- Says lots of equipment at the fire dept up for replacement and repair, and upgrades. Pancake Breakfast – clarified Chief organized it. Thanked both depts for all they do.
- **Fire Chief; Cameron Westenskow:** Chief, pancake breakfast \$2707 raised. Still waiting on MOU with Page fire. Relationship with Page improving, first two transports for Page completed last week. FD has proper certifications now to work in AZ. Still waiting on notification for grants, found more grants for SCBAs. He will apply for more. E32 has a head gasket leak, it is out of service. Bids for service out. SCBA compressor is still down. Waiting on parts. Still going to Glen Canyon National Park to fill tanks, 16 SCBA. Station bathroom shower is now repaired. Water heater also died but is now replaced. 16 calls in the month of March. Utah Fire & Rescue Academy contacted FD, asking to be their department in focus. Chief wrote an article about history of town and BWFD.
 - Chief added that they are attempting to renegotiate contracts in June.
- **Marshal; Russ Johnson:** Concerned that people don't want to talk to him. Council more willing than past Councils to spend money on him. Thanked Lybarger for the grant assistance. Spoke to Denise, assisted abandoned helicopter in Big Water. Expensive-looking helicopter, investigated, found on SITLA that he landed here because his friend lives in Big Water. He was fine. Another person asked if he could land on Ethan Allen, Russ told no, citizen asked if he could land on his own private property- nothing illegal about it, but he doesn't want to investigate helicopters blowing tiles off roofs. Might want to come up with an Ord. about landing helicopters on private property. Suggested get permission from SITLA to land on that land.
 - Mayor and Russ have discussed Deputy's Tahoe, should perhaps trade in while it still has value, but a consideration is the cost to outfit a new vehicle. Suggested Stephen Wade, 58k miles, Mayor suggests Marshal do some research on it, Russ willing to look into it.
 - Russ would like to get a container outside to store evidence, so the marshal's office is not used as storage. Run about \$5k for a large one. Lybarger asked if Sheriff's office can store for Big Water. Russ says they don't want to do it every day. Mayor suggested a 20ft container.
 - Has some other ideas for the future that isn't prepared for a public meeting proposal just yet.
- **Planning & Zoning Administrator; Denise Wood:** One partial joiner to be completed tomorrow. Two new applications for PJ, new building apps, she's looking to approve and get things done in a timely manner. Working toward open building permits. Still working on land use authority project still. Letters written and one sent. One complaint, but it should be taken care of this week. Lybarger: how many open building projects – Denise says there are quite a few out and townhomes will be doing their third phase.
- **Treasurer; Peggy Short:** Kimble and Roberts. Lance said our situation is dire. Called Chameill, County Clerk, one option is to raise property taxes. If the council doesn't want to raise taxes, they must make cuts. Current tax rate is .002829. To get the funds we need we would need to raise it to .003361, .007 is what we're allowed, but that's high. Kane County Clerk must be notified by June 1, 2026, if Council wants to raise property taxes.

6. CITIZEN COMMENTS – Jack Brisban, Corner of Independence & Discovery missing a sign.

- Graydon Meeks asked what tax rate is, Peggy answered .002829.

- Lu Brisban, the Airbnb not registered are causing loss of revenue for town. Burkett invited Brisban to come to the office if she has insight. Burkett says they have, last year, gone through matching up active websites with current business licenses. Mayor says we will look into this.

7. OLD BUSINESS –

- a) **Discussion and Possible Action Ordinance 02-2026 Commercial Zones Supplementary Developmental Standards** – Continue under old business until May Meeting.

8. NEW BUSINESS

a) **Discussion and Possible Action to Rescind the Previous Vote to Authorize a Separate Phone Line for Town Marshal for Confidential Case Communications** – Lassen says if the marshal does not want it, respect marshal wishes Lassen Motion to rescind, Lybarger seconds, All in Favor

b) **Discussion and Possible Action on – First Quarter Part-Time Employee Appreciation Pay** – Motion by Lassen to approve, Chiasson second, All in Favor

c) **Discussion and Possible Action on – the Approval of a Tentative 2026-2027 FY Budget** – Continue until Special work session by April 30

d) **Discussion and Public Hearing Schedule for Ordinance 07-2026 P&Z Administrator Authority** – May Public Hearing for next council meeting

e) **Discussion and Possible Action on – Park Pavillion Possible Funding, Possible RFP for Bids** – Bids not required as it's under 50k, Public Hearing for adding funds to budget, Motion to move forward by Lassen, Chiasson Second, All in Favor

f) **Discussion and Possible Action on – Filling Vacant Council Seat, Seat Expiring Dec 31, 2027** – Mayor invites two candidates forward to speak.

Jim Loyd has experience and willing to learn more, glad Mark applied too, Jim willing to serve.

Mark Gangola, never served before, has a background in Corp IT, lot of experience dealing with project management. Desire to grow town and wants to be a part of making Big Water to a desired home for people.

Mayor asks about missing meetings as Jim is on FD, and Mark run businesses, remote is an option too. Three in a row missed unacceptable as forewarning.

Discussion and decision postponed until after the closed session.

g) **Discussion and Possible Action on – Resolution 2026-10 to Appoint New Council Member to Glen Canyon Special District Board, the Seat Expiring Dec. 31, 2027** – postponed until Council decides candidate after Closed Meeting (closed meeting for a different purpose)

h) **Discussion and Possible Action on – Filling Vacant Community Recreation and Enhancement Board Seats for a Two-Year Term** – Two seats are still available, no current candidates. Chiasson requests anyone with marketing experience, please step forward.

i) **Discussion and Possible Action on – Resolution 2026-07 Amending Personnel Policies & Procedures Manual To Add Appointed Employees Section** – Lybarger says need more time. Continued to May Meeting.

j) **Discussion and Possible Action on – Ordinance 06-2026 Alcohol Beverage Control- Amended to Match State Code** – Lassen motions to approve, Chiasson seconds, Lybarger No, Lassen withdraws Motion, Continued to May Meeting

k) **Discussion and Possible Action on – Approving Financials and Check Register** – Motion to approve by Lybarger, Second by Chiasson, All in Favor.

Lybarger motions to leave open meeting to discuss Legal business and Personnel, etc., Lassen Second, All in Favor.

9. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION— Legal Business; Litigation; Land purchase; Personnel business; deployment of security personnel, devices, or systems; or items as described under Utah State Code Utah Code 52-4-205—

Closed Meeting opened at 8:01pm

Roll Call: Lybarger, Schmuker, Chiasson, Lassen, Mark Gangola, S Burkett, P Short, A Palsgrove

Vote to Adjourn Closed Session @ motion made by Lybarger, seconded by Lassen. Closed 8:40pm

10. RETURN TO REGULAR MEETING—

a) **Discussion and Possible Action on Closed Session**— No action taken at this time.

- b) **Discussion and Possible Action on – Item F, Filling Vacant Council Seat, Seat Expiring Dec 31, 2027** – Council Lybarger motions to appoint Mark Gangola, Chiasson seconds, All in Favor,
- c) **Discussion and Possible Action on – Item G, Resolution 2026-10 to Appoint New Council Member to Glen Canyon Special District Board, the Seat Expiring Dec. 31, 2027** –Motion by Chiasson, to appoint Mark Gangola as new Board Member, Lassen Second, All in Favor.

11. ADJOURNMENT— Motion by Lybarger to Adjourn, Seconded by Chiasson, Meeting adjourned @ 8:45pm

**BIG WATER MUNICIPAL TOWN COUNCIL
SPECIAL MEETING**

Draft Minutes

**Wednesday April 16, 2026
60 N Aaron Burr, Big Water, Utah 84741
9:30pm Council Meeting**

MEETING

CALL TO ORDER- @ 9:32am

1. ROLL CALL – Lybarger, Chiasson, Schmuker

2. PLEDGE OF ALLEGIANCE –

3. STATEMENT OF CONFLICT – None

6. CITIZEN COMMENTS – Mayors notes no citizens present in this open meeting

8. NEW BUSINESS

a) Discussion and Possible Action to Approve Lot Joinder Application on Lot 1 Block J and Lot 2 Block J – Lybarger questioned special meeting need for this. Mayor explained it was meant to be on agenda for last night's Regular Meeting but was missed on the agenda, and there is a 45 day limit to approve. The next meeting would fall outside that limit.

- Motion to approve by Chiasson, Second by Lybarger, All in Favor

9. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION— Legal Business; Litigation; Land purchase; Personnel business; deployment of security personnel, devices, or systems; or items as described under Utah State Code Utah Code 52-4-205—

Roll Call:

Vote to Adjourn Closed Session @ motion made by , seconded by .

- No closed session held.

10. RETURN TO REGULAR MEETING—

a) Discussion and Possible Action on Closed Session—

Motion to Adjourn by Lybarger, Second Chiasson, All in Favor

11. ADJOURNMENT— @ 9 :38am

**BIG WATER MUNICIPAL
TOWN COUNCIL
WORK SESSION MEETING**

DRAFT MINUTES

Wednesday April 22, 2026

60 N Aaron Burr, Big Water, Utah 84741

7:00 pm Work Session

WORK SESSION-

CALL TO ORDER— 7:00pm

- 1. ROLL CALL- Council Members in Attendance:** Chiasson, Lassen, Gangola (remote), Schmuker
Lybarger Absent
Gangola left @ 8:10pm

2. AGENDA ITEMS—

A. Discussion of the Tentative FY Budget 2026-2027 – Discussion, Work Session attended by Boudicca Joseph and comments invited by Mayor Schmuker. Joseph concerned about increase in taxes and Mayor assured he is against raising taxes.

- 3. ADJOURN—** Motion to adjourn by Lassen, Seconded by Chiasson, Work Session closed at 8:53pm

**BIG WATER TOWN
ORDINANCE 06-2026 ALCOHOL BEVERAGE CONTROL**

AN ORDINANCE AMENDING MUNICIPAL CODE 5.07 ALCOHOL BEVERAGE CONTROL FOR THE TOWN OF BIG WATER, KANE COUNTY, UTAH

WHEREAS, the Town Council of the Town of Big Water is authorized to adopt ordinances and amend the municipal code to protect the public health, safety, and welfare of the residents of the Town pursuant to the authority granted to municipalities under Utah law; and

WHEREAS, the Utah Legislature has enacted the Alcoholic Beverage Control Act, codified in Title 32B of the Utah Code, which regulates the manufacture, distribution, sale, and service of alcoholic beverages within the State of Utah; and

WHEREAS, the Town Council finds it necessary to amend Chapter 5.07 of the Big Water Municipal Code to ensure consistency with state law and to establish procedures related to alcohol licensing and local consent requirements;

WHEREAS, after providing notice as required by law, the Town Council held a public hearing on May 27, 2026, on the proposed amendments and received public comment prior to adopting this ordinance.

NOW THEREFORE, be it ordained by the Council of the Big Water Town, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “5.07.020 License Required” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.020 License Required

In accordance with Utah Code Title 32B~~Annotated §11-10-1~~, no person may operate an association, restaurant, club, business, or similar establishment that allows a person to purchase, possess, or consume an alcoholic product on the premises of said association, restaurant, club, business, or similar establishment without ~~a valid alcohol license as provided in this chapter.~~ first obtaining any alcohol license required by the State of Utah under Utah Code Title 32B and any applicable beer retailer license or business license required by the Town.

In addition to the requirements of this chapter, an association, restaurant, club, business, or similar establishment shall comply with the requirements of Utah Code Annotated §32B entitled the “Alcoholic Beverage Control Act” and other applicable laws and regulations.

SECTION 2: AMENDMENT “5.07.030 License Classifications” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.030 License Classifications

An applicant within the Town may apply for the following ~~six (6)~~ classes of license subject to availability as provided in this part:

1. Class "A" retail licenses. This license is issued by the licensing authority subject to compliance with this Subsection and shall:

a. Entitle the licensee to sell beer on the premises licensed in original containers for consumption off-premises in accordance with the Utah Code Title 32B and all applicable rules of the Utah Department of Alcoholic Beverage Services, ~~Alcoholic Beverage Control Act~~.

b. This class of license is appropriate for grocery and convenience store type establishments.

c. There is no limit on the number of this class of license that may be issued.

~~2. Class "B" retail licenses. This license is issued by the licensing authority subject to compliance with this Subsection and shall: a. Entitle the licensee to sell a patron beer in original containers and/or wine served on-premises for consumption by a legal patron on-premises in conjunction with the sale of food in accordance with the Alcoholic Beverage Control Act. b. This class of license is appropriate for dine-in restaurant establishments. c. There is no limit on the number of this class of license that may be issued.~~

~~3. Class "C" retail license. This license is issued by the licensing authority subject to compliance with this Subsection and shall: a. Entitle the licensee to sell draft beer for consumption on- or off-premises and to sell beer, wine, and/or alcohol in accordance with the Alcoholic Beverage Control Act. b. This class of license is appropriate for restaurant establishments that make specialty beer (micro-brewery with food service). c. There is a maximum limit of three (3) licenses for this class available for issuance.~~

~~4. Class "D" retail license. This license is issued by the licensing authority subject to compliance with this Subsection and shall: a. Entitle the licensee to sell alcohol for consumption on-premises in accordance with the Alcoholic Beverage Control Act. b. This class of license is appropriate for bars or clubs. c. There is a maximum limit of three (3) licenses for this class available for issuance.~~

~~5. Class "E" retail or wholesale license. This license is issued by the licensing authority subject~~

~~to compliance with this Subsection and shall: a. Entitle the licensee to manufacture, warehouse, store, and sell an alcoholic beverage for off-premises consumption in accordance with the Alcoholic Beverage Control Act. b. This class of license is appropriate for beer manufacturing and beer distribution facilities. c. There is no limit on the number of this class of license that may be issued.~~

62. Class "F" temporary Beer Event Permit license. This license is issued by the licensing authority subject to compliance with this Subsection and shall:

- a. Entitle the licensee to sell beer for on-premises consumption for a period of time not to exceed thirty (30) days. This class of license is non-renewable during a calendar year.
- b. This class of license is appropriate for special events.
- c. There is no limit on the number of this class of license that may be issued.

SECTION 3: AMENDMENT "5.07.070 Restrictions" of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.070 Restrictions

The following restrictions in this section apply to all license classes and persons.

1. State law. It is unlawful to sell alcohol in violation of the Utah Alcoholic Beverage Control Act, or its successor.
2. Compliance. It is unlawful for an applicant or licensee to violate Utah Code Annotated §11-10-1, this Subsection, the municipal code, or any terms under which a license was issued.
3. No person may sell beer or alcoholic beverages in violation of the hours permitted under Utah Code Title 32B Chapter 6. Limits on hours. ~~It is unlawful for a person or any class of licensee to sell or otherwise furnish a patron or other person with an alcoholic beverage during the hours from one o'clock (1:00) A.M. to six o'clock (6:00) A.M.~~
4. Exceed license. It is unlawful to sell an alcoholic beverage except in the manner for which he has been so licensed pursuant to the provisions of this Subsection.
5. Licensed premises. It is unlawful for any licensee to sell an alcoholic beverage anywhere within the Town, except upon or within the premises licensed for such sale.

6. Advertising and promotions limitations. It is unlawful to advertise the sale of an alcoholic beverage, except in full compliance with the Alcoholic Beverage Control Act and regulations duly made thereunder by the state. It is unlawful for any licensee to give away or offer a free lunch, free food, or similar promotion in connection with the sale of an alcoholic beverage.

7. Intoxicated person. It is unlawful to sell an alcoholic beverage to a person who appears to be intoxicated by drugs or alcohol, or who is under the influence of any intoxicating beverage.

8. Underage. It is unlawful to sell an alcoholic beverage to any person under the age of 21 or allow a person under the age of 21 years to sell the same.

9. Unlawful product. It is unlawful for any licensee to purchase or acquire or allow to be kept upon the licensed premises any alcoholic beverage not lawfully acquired from a brewer or wholesaler licensed under the provisions of the Alcoholic Beverage Control Act, or as part of a duly approved micro-brewery. It is unlawful for any licensee to keep any liquor product on the licensed premises that exceeds the scope of the license class or violates the Alcoholic Beverage Control Act.

10. Access. It is unlawful for any serving area, door, or entryway to be locked or barricaded in any way so as to interfere with the free entrance to the licensed premises by any enforcement officer at any time while the premises is occupied or open to the public. However, licensee may maintain upon the premises a locked storeroom for the keeping of goods and supplies used in the business.

11. Lookouts and warning devices. It is unlawful for any person commonly known as a "A Lookout" to be stationed or maintained to give warning of an approach of any enforcement officer. It is unlawful to maintain or operate any device which is used or capable of being used to give warning to persons of the approach of an enforcement officer.

12. Respondeat superior. The licensee shall be responsible under this Subsection for all of the activities of his employees and hereunder, the licensee unconditionally guarantees to the Town that neither he nor his employees will violate the terms of this Subsection, and for breach of such guarantee, the license may be revoked. It is unlawful for the owner or any licensee to: a. Fail to maintain full control of the conduct of the business upon the licensed premises. b. Fail to inform employees of the requirements of law relating to the sale of alcohol in the state of Utah. c. Fail to maintain control of employees.

13. Adverse action. It is unlawful for any person to sell an alcoholic beverage after the revocation or suspension of any license issued to said person.

14. Setbacks. It is unlawful to operate a business where an alcoholic beverage is sold at retail for off premise consumption within the setback distance of a "community location" as defined in Utah Code Annotated §32B-1-102(24+), Alcohol license applicants may be subject to distance requirements from community locations as determined by the Utah

Department of Alcoholic Beverage Services under Utah Code Title 32B-1-202, according to the specified set-back distances for each class of license set forth in Utah Code Annotated §32B-1-202, or otherwise in state law, unless the establishment preexisted this Subsection.

15. Restricted activities. It is unlawful to sell an alcoholic beverage at:

- a. A dance or dance hall not classified or defined as a club.
- b. On public property.
- c. A sexually oriented business.
- d. Alcohol service at specific locations shall comply with the requirements of Utah Code Title 32B Chapter 5, operational requirements under Chapter 6, and rules of the Utah Department of Alcoholic Beverage Services and applicable state licenses. ~~★ theater or cinema.~~

SECTION 4: AMENDMENT “5.07.050 Licensing Requirements” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.050 Licensing Requirements

The local authority shall only issue a license for the sale or distribution of alcohol based upon the license classifications authorized in this Section.

1. State requirements. Applicant complies with the provisions of Utah Code Annotated §32B Chapters 5-6~~11-10-2~~, as amended 2025.
2. License required. It is unlawful for any person to engage in the business of selling an alcoholic beverage within the Town without first obtaining the licenses required by this Subsection.

3. Administration. The licensing authority shall administer this subsection under the direction of the Town administrator.

4. Application and fee. Any person seeking a license to sell an alcoholic beverage shall submit a written application to the Town License Officer as provided for in this Section which shall be accompanied by the appropriate application/license fee required. The application/license fee is not refundable in the event that the application is denied. However, the applicant is given thirty (30) days after notice from the Town of a deficiency to cure a denied or defective application without the requirement of repayment of the application/license fee.

5. Information required. All applications for a license to sell an alcoholic beverage shall be made in writing upon the form provided by the Town recorder. The application shall state:

- a. The name of the person desiring a license to sell an alcoholic beverage.
- b. The name of the business.
- c. The location where business is to be conducted.
- d. The names of all partners holding more than a twenty percent (20%) interest in the business.
- e. The class of license sought.
- f. Other information specified on the application as determined by the Town administrator, or any other information required by ordinance or statute.

6. Review and approval. An application that complies with this section may be approved by the Town for purposes of issuing a local beer retailer license or business license. Approval does not authorize the sale of alcoholic beverages unless the applicant has obtained all required licenses from the State of Utah. ~~An application that complies with this Section shall be issued by the Town Recorder after review and approval by the licensing authority.~~ An application that does not meet the requirements of this Section shall be denied by the licensing authority.

7. License owner. A license for the sale of alcohol is issued in the name of the business operator or owner rather than the name of the business. In the event of a change of the business operator or ownership, a new application and license is required along with the application fee.

8. Nontransferable. Licenses issued under this Section are not transferable.

9. Renewal. A license issued under this Subsection shall be renewed annually in conjunction with the renewal schedule for business licenses.

10. Display. The holder of a license issued under this Subsection shall display in a

conspicuous location the license issued by the licensing authority along with any license issued by the governing state agency for the sale of any alcoholic beverage.

11. Time limit on operation. If a holder of a license issued under this Subsection fails to open or to conduct business within the jurisdiction of the local authority for a period of one (1) year after issuance of the license, then said license is void and a new application and fee must be submitted and approved by the licensing authority.

SECTION 5: AMENDMENT “5.07.080 Suspension And Revocation” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.080 Suspension And Revocation

In accordance with Utah Code Annotated §11-10-1(4), an enforcement officer may suspend or revoke a local beer retailer license or business license issued by the Town. Violations of Utah alcohol laws may also be referred to the Utah Department of Alcoholic Beverage Services for enforcement action against a state-issued alcohol license ~~a license issued under this Subsection~~ as follows:

1. Suspension. If a licensee has been issued a warning or citation for a violation of this Subsection and a second violation occurs within a one (1) year period, then the enforcement officer may suspend a license for up to thirty (30) days. In lieu of a suspension, the enforcement officer may issue a civil penalty not to exceed \$1,000.00 for a violation of this chapter.
2. Revocation. An enforcement officer may revoke a license issued under this Subsection if a license has another violation of this Subsection where a suspension has been made within a one (1) year period prior to the violation. Any revocation made under this Subsection shall continue for a period of one (1) year after which an applicant may resubmit an application under this Subsection.
3. Educational requirement. An enforcement officer may issue a suspension to any licensee for a violation of educational requirements set forth in Utah Code Annotated §32B-~~1-702~~~~5-401~~, et seq. In lieu of suspension, and, based upon the facts and circumstances, the enforcement officer may impose a fine of up to \$250.00 for a violation of this part.
4. Operational requirements. It is cause for immediate revocation or suspension for a licensee who violates the operational requirements set forth in Title 32B of the Utah Code Annotated, depending upon the severity of a violation(s).

SECTION 6: AMENDMENT “5.07.060 Inspection And Enforcement” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.060 Inspection And Enforcement

The licensing official or enforcement official may conduct an inspection regarding any license issued under this Subsection to assure compliance with applicable law. The holder of a license issued under this chapter, by accepting said license, ~~irrevocably~~ consents to allow the inspection and search of the licensed premises by authorized enforcement officers in accordance with applicable law ~~any licensing officer and/or the enforcement officer~~ for any alcoholic beverage or for any other goods illegally possessed or kept, or for any evidence of any alleged alcohol related crime under investigation by law enforcement. The licensee further consents to the seizure of alcohol that exceeds that classification limits set upon the license holder or alcohol related property in violation of this Subsection.

SECTION 7: AMENDMENT “5.07.110 Penalties” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.110 Penalties

The following penalties apply and are not mutually exclusive:

1. Civil. Each violation of this ~~Chapter~~Subsection constitutes a civil fine not to exceed \$1,000. Each day a violation continues constitutes a separate offense. The town may seek any civil remedy provided by law including abatement and injunctive relief for a violation of this Subsection or for situations that constitute a public nuisance relating to alcoholic beverages.
2. Criminal. Each violation of this ~~Chapter~~Subsection is a class B misdemeanor.

SECTION 8: ADOPTION “5.07.055 Local Consent For State Alcohol Licenses” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

5.07.055 Local Consent For State Alcohol Licenses(*Added*)

Local Consent Required - An applicant seeking a license from the State of Utah to manufacture, store, sell, or furnish alcoholic beverages within the Town shall obtain written consent from the Town as required by Utah Code §32B-5-201. Application for Local Consent - An applicant requesting local consent shall submit a written application to the Town Recorder on a form provided by the Town. The application shall include:

- a. The name and contact information of the applicant;
- b. The name and address of the business establishment;
- c. The type of alcohol license being sought from the State of Utah;
- d. A description of the premises where alcoholic beverages will be manufactured, stored, sold, or consumed;
- e. Documentation demonstrating that the proposed establishment complies with applicable zoning, land use, and business licensing requirements of the Town; and
- f. Any additional information reasonably required by the Town to determine compliance with applicable laws.

Review of Application - The Planning and Zoning Administrator or designated licensing authority shall review the application to determine whether the proposed establishment complies with applicable municipal ordinances including zoning, land use regulations, and business licensing requirements. Action by the Town - Upon determination that the application complies with applicable local regulations, the Town may provide written consent to the applicant in the form of:

- a. A resolution adopted by the Town Council; or
- b. A written statement of consent signed by the Town's authorized representative.

Effect of Local Consent - Local consent issued by the Town does not authorize the sale or service of alcoholic beverages. The applicant must obtain the appropriate license or permit from the State of Utah before engaging in any activity regulated under Title 32B of the Utah Code. Compliance with State Law - All establishments manufacturing, storing, selling, or furnishing alcoholic beverages within the Town shall comply with the provisions of Title 32B of the Utah Code and any rules or regulations adopted by the State of Utah Department of Alcoholic Beverage Services.

SECTION 9:AMENDMENT "5.07.040 License Fee" of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

5.07.040 License Fee

In accordance with Utah Code Annotated §11-10-3, in addition to the general business license

fee, an annual alcohol license fee is hereby imposed in the following amounts: Class "A": \$125.00 ~~Class "B": \$125.00 Class "C": \$300.00 Class "D": \$300.00 Class "E": \$125.00~~ Class "F": \$25 per day

(i) Liquor and beer license renewals shall be due annually on January 1st of each year. As stated in this code 5.02.030, any business operating while not abiding by the rules and regulations herein is subject a fine of \$500.00 per month (also see 5.1.010 for penalties operating illegally.)

SECTION 10: AMENDMENT "4.04.020 Permits/Licenses" of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

4.04.020 Permits/Licenses

Description	Fee
Dog License	\$10
Solicitor/Vendor License	\$25/Day \$50/Week
Alcohol License (Class A, B, C, E)	\$125
Alcohol License (Class D)	\$300
Temporary Use Permit	\$50
Law Enforcement	\$75
Emergency Presence	Negotiated for Event
Business License	\$75
Business License Fire Inspection	\$25
Business Address Change	\$10
Short-Term Rental Permit (requires an active business license)	\$250
Business License (Non-Profit)	\$0
Home Business/Occupation Permit	\$50

PASSED AND ADOPTED BY THE BIG WATER TOWN COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor David Schmuker	_____	_____	_____	_____
Council member Jim Lybarger	_____	_____	_____	_____
Council member Jennie Lassen	_____	_____	_____	_____
Council member Tara Chiasson	_____	_____	_____	_____
Council member Mark Gangola	_____	_____	_____	_____

Presiding Officer

Attest

David W. Schmuker, Mayor, Big Water Town

Abigail Palsgrove, Clerk, Big Water Town

RESOLUTION NO. 2026-07

A RESOLUTION OF THE TOWN OF BIG WATER, KANE COUNTY, UTAH, ESTABLISHING POLICIES GOVERNING APPOINTED MUNICIPAL OFFICERS, CLARIFYING THE APPLICABILITY OF PERSONNEL POLICIES, ESTABLISHING COMPENSATION AND BENEFITS FRAMEWORKS, AND RATIFYING PRIOR PRACTICES

WHEREAS, the Town of Big Water (“Town”) is a municipality organized and existing under the laws of the State of Utah; and

WHEREAS, pursuant to Utah Code Title 10, Chapter 3, the Town Council serves as the legislative body and appointing authority for certain municipal officers and appointed positions; and

WHEREAS, Utah Code § 10-3-1105 and related provisions authorize municipalities to appoint officers necessary for municipal operations; and

WHEREAS, Utah Code § 10-3-818 requires compensation for elective and statutory officers to be established by ordinance following public hearing; and

WHEREAS, the Town Council previously adopted a Personnel Policies and Procedures Manual establishing uniform employment practices for Town personnel; and

WHEREAS, the Town Council finds it necessary and appropriate to clarify the legal status, supervision, compensation, benefits eligibility, and applicability of personnel policies to appointed municipal officers; and

WHEREAS, the Town Council further finds it necessary to clarify that appointed municipal officers serve at the pleasure of the Town Council unless otherwise provided by written agreement or applicable law; and

WHEREAS, the Town Council determines that adoption of this Resolution promotes consistency with Utah law, reduces administrative ambiguity, and formalizes longstanding municipal practices relating to appointed officers;

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

SECTION 1. PURPOSE

The purpose of this Resolution is to establish policies governing appointed municipal officers of the Town of Big Water and to clarify the relationship between appointed officers and the Town’s Personnel Policies and Procedures Manual consistent with Utah law. See appendix A.

SECTION 2. APPOINTED MUNICIPAL OFFICERS

Appointed municipal officers shall include positions established under Utah law or by Town Council action, including but not limited to:

- Town Clerk/Recorder
- Town Treasurer
- Town Attorney

- Town Marshal
- Town Engineer
- Department Heads
- Any other officer or position formally appointed by the Town Council

SECTION 3. AUTHORITY OF APPOINTMENT

Pursuant to applicable provisions of Utah Code Title 10, appointed municipal officers shall be appointed by formal action of the Town Council in a properly noticed public meeting.

Appointment actions may specify:

- Compensation;
- Benefits eligibility;
- Effective date;
- Reporting structure;
- Employment terms;
- Duties and responsibilities;
- Any applicable employment agreement or contractual provisions.

SECTION 4. EMPLOYMENT STATUS

Unless otherwise provided by written employment agreement approved by the Town Council or otherwise required by law, appointed municipal officers:

- Serve at the pleasure of the Town Council;
- May be removed with or without cause, subject to applicable law;
- Do not possess a property interest in continued employment; and
- Are excluded from employee appeal procedures established for non-appointed employees.

SECTION 5. APPLICABILITY OF PERSONNEL POLICIES

Appointed municipal officers shall generally be subject to the Town's Personnel Policies and Procedures Manual except where:

- Utah law provides otherwise;
- A Town ordinance or resolution provides otherwise;
- A written employment agreement provides otherwise; or
- A policy provision conflicts with the Town Council's statutory authority over appointed officers.

Where Personnel Policies reference authority of the Mayor or supervisory personnel regarding hiring, discipline, termination, or appeals, such provisions shall apply only to non-appointed employees unless specifically delegated by the Town Council.

SECTION 6. APPEALS PROCEDURES

The Town's internal employee appeals procedures shall not apply to appointed municipal officers.

Final employment authority regarding appointed officers rests solely with the Town Council unless otherwise provided by law.

SECTION 7. SUPERVISION AND REPORTING

Appointed municipal officers may receive day-to-day administrative coordination and operational direction from the Mayor or other designated officials consistent with Town policy.

However, unless formally delegated by ordinance or resolution, authority regarding:

- Appointment;
- Removal;
- Discipline;
- Compensation adjustments; and
- Employment status

shall remain vested in the Town Council.

SECTION 8. PERFORMANCE EVALUATIONS

Appointed municipal officers shall receive a minimum of one annual performance evaluation conducted by the Mayor, Town Council, or a designated representative of the Town Council.

SECTION 9. COMPENSATION

Compensation for statutory officers and appointed municipal officers shall be established in accordance with Utah Code and applicable Town ordinances.

Salary adjustments requiring ordinance adoption under Utah law shall be established by ordinance following public hearing.

Operational employment terms, reimbursements, and non-salary benefits may additionally be authorized through resolution, employment agreement, budget adoption, or applicable Town policy.

SECTION 10. BENEFITS

Appointed municipal officers may participate in Town-sponsored benefits programs to the extent authorized by:

- Utah law;
- Town ordinance;
- Town resolution;
- Applicable benefit plan documents; or
- Written employment agreements.

Benefits may include, but are not limited to:

- Health insurance;
- Utah Retirement Systems participation;
- Paid holidays;
- Paid leave accruals;
- Workers compensation coverage;
- Deferred compensation programs;
- Professional training and conference reimbursement; and

- Use of Town equipment and facilities necessary for official duties.

Eligibility for benefits remains subject to applicable enrollment requirements, waiting periods, provider rules, and adopted Town policies.

SECTION 11. RATIFICATION OF PRIOR PRACTICES

Prior compensation, benefits, reimbursements, and employment practices relating to appointed municipal officers are hereby ratified and affirmed to the extent consistent with Utah law.

SECTION 12. CONSISTENCY WITH LAW

Nothing in this Resolution shall be interpreted to conflict with Utah law. In the event of a conflict between this Resolution and Utah law, Utah law shall control.

SECTION 13. SEVERABILITY

If any provision of this Resolution is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 14. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the Town Council of Big Water Municipal Corporation this ___ day of _____, 2026.

Town of Big Water

AYE NAY ABSENT ABSTAIN

Mayor David Schmuker	_____	_____	_____	_____
Council Member Jim Lybarger	_____	_____	_____	_____
Council Member Mark Gangola	_____	_____	_____	_____
Council Member Jennie Lassen	_____	_____	_____	_____
Council Member Tara Chiasson	_____	_____	_____	_____

By: _____

David W. Schmuker, Mayor

Attest: _____

Abigail Palsgrove,
Municipal Clerk

APPENDIX A

6.6 APPEAL PROCEDURES

This Appeals procedure does not apply to appointed Town positions. Appointed Officers serve at the pleasure of the Town Council and are excluded from any appeal process and are subject to appointment each year unless otherwise provided by written employment agreement.

SECTION XXII APPOINTED OFFICERS

22.1 PURPOSE

This section establishes policies governing statutory and Council-appointed officers of Big Water Municipal Corporation. These provisions clarify appointment authority, supervision, discipline, and removal procedures consistent with Utah Code Title 10.

22.2 DEFINITION OF APPOINTED OFFICERS

An “Appointed Officer” is a position created or recognized by statute or Council action and filled by formal appointment of the Town Council by resolution. Appointed Officers may include, but are not limited to:

- Town Recorder/Clerk
- Town Treasurer (if separate)
- Town Attorney
- Town Engineer
- Town Marshal
- Any other officer formally appointed by the Town Council

22.3 AUTHORITY OF APPOINTMENT

Pursuant to Utah Code §10-3-815, the Town Council has authority to appoint the Town Clerk and other statutory officers.

Appointment shall be made by formal resolution adopted by the Town Council in a properly noticed public meeting.

The resolution of appointment shall specify:

- The name of the appointee
- Compensation
- Effective date
- At-Will Employment status
- Reporting structure
- Any contractual terms (if applicable)

22.4 EMPLOYMENT STATUS

Unless otherwise provided by written employment agreement approved by the Town Council, Appointed Officers:

- serve at the pleasure of the Town Council and may be removed with or without cause, subject to applicable law.
- Do not receive property interest in continued employment.

22.5 SUPERVISION AND REPORTING

Appointed Officers report directly to the Mayor.

The Mayor or Town Council may provide day-to-day administrative coordination and operational direction consistent with Town policy; however:

- Employment authority
- Discipline
- Compensation changes
- Removal

remain solely with the Mayor Town Council unless formally delegated by resolution.

22.6 APPLICATION OF PERSONNEL POLICIES

Appointed Officers are subject to the provisions of this Personnel Policies and Procedures Manual except where:

- A statute provides otherwise; or
- A Council resolution or employment agreement provides otherwise; or
- A provision conflicts with the Town Council's authority over appointed officers.

Where this manual references authority of the Mayor regarding hiring, discipline, or termination, such authority applies only to non-appointed employees unless specifically delegated by the Town Council.

22.7 DISCIPLINE AND REMOVAL

Disciplinary action or removal of an Appointed Officer shall:

1. Be initiated by the Mayor and Town Council; and,
2. Be preceded by written notice of allegations.

Appointed Officers do not have access to the internal Appeals Board process outlined in Section VI. Final employment authority rests with the Town Council.

22.8 PERFORMANCE EVALUATION

Appointed Officers shall receive a minimum of one annual performance evaluation conducted by the Mayor or a Town Council-designated member.

22.9 COMPENSATION

Compensation for Appointed Officers shall be established by resolution of the Town Council and reflected in the annual budget. Adjustments to compensation require formal Town Council action.

22.10 BENEFITS AND ENTITLEMENTS

Appointed Officers are entitled to participate in Town-sponsored employee benefits to the same extent as other full-time employees, unless otherwise provided by statute, Council resolution, or individual employment agreement. These benefits may include, but are not limited to:

- Health Insurance (medical, dental, vision)
- Utah Retirement Systems (URS) participation, if eligible
- Paid Holidays
- Paid Time Off (PTO) Leave Accruals
- Worker's Compensation Coverage
- Optional Deferred Compensation Plans (e.g., 401(k), 457(b))
- Training, Professional Development, and Conference Reimbursements
- Use of Town Equipment and Facilities necessary for official duties

Eligibility for each benefit is subject to applicable plan documents, enrollment periods, and any waiting periods defined by the provider or policy. Appointed Officers are responsible for completing required enrollment documentation and complying with applicable benefit rules.

Any variation in benefits must be documented in a written employment agreement or specified in the resolution of appointment.

RESOLUTION NO. 2026-11

A RESOLUTION OF THE TOWN COUNCIL OF BIG WATER MUNICIPAL CORPORATION, UTAH, AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO RECOGNIZE AND APPROPRIATE CERTAIN GRANT AND INTERGOVERNMENTAL REVENUES

WHEREAS, Big Water Municipal Corporation (the “Town”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, pursuant to the Utah Municipal Budgetary Procedures Act, including Utah Code Title 10, Chapter 6, the Town Council has adopted a budget for the fiscal year 2025/2026; and

WHEREAS, Utah Code §10-6-136 authorizes the governing body of a municipality to amend the budget by resolution to reflect changes in revenues and expenditures; and

WHEREAS, the Town has received or been awarded additional revenues and grant funds not originally included in the adopted fiscal year 2025/2026 budget; and

WHEREAS, such revenues include:

- Fifty-Five Thousand Dollars (\$55,000) from the Kane County Recreation & Transportation Special Service District for the construction of a picnic pavilion; and
- One Thousand Two Hundred Dollars (\$1,200) in State of Utah grant funds for the America250 event; and
- Seven Thousand Five Hundred Dollars (\$7,500) from Kane County for Highway 89 Fire Department assistance; and

WHEREAS, it is necessary and proper to amend the fiscal year 2025/2026 budget to recognize and appropriate these funds for their intended public purposes; and

WHEREAS, a properly noticed public hearing was held on May 27, 2026, to receive public comment regarding the proposed amendments to the fiscal year 2025/2026 budget; and

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

Section 1. Budget Amendment.

The fiscal year 2025/2026 budget is hereby amended to recognize and appropriate the following additional revenues and corresponding expenditures:

- \$55,000 – Kane County Recreation & Transportation Special Service District Grant (Picnic Pavilion Project)
- \$1,200 – State Grant (America250 Event)
- \$7,500 – Kane County Funds (Highway 89 Fire Department Assistance)

Section 2. Authorization of Expenditures.

The Town Treasurer or appropriate Town staff are hereby authorized to allocate and expend such funds in accordance with the purposes for which they were awarded and in compliance with applicable laws and grant requirements.

Section 3. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town Council of Big Water Municipal Corporation, Utah, this 27th day of May 2026.

Town of Big Water

AYE NAY ABSENT ABSTAIN

Mayor David Schmuker	_____	_____	_____	_____
Council Member Jim Lybarger	_____	_____	_____	_____
Council Member Tara Chiasson	_____	_____	_____	_____
Council Member Jennie Lassen	_____	_____	_____	_____
Council Member Mark Gangola	_____	_____	_____	_____

By: _____

David W. Schmuker, Mayor

Attest: _____

Abigail Palsgrove,
Municipal Clerk

Big Water Municipal Corporation
 Budgeting Worksheet
 10 General Fund - 07/01/2025 to 05/18/2026
 91.67% of the fiscal year has expired

Change in Net Position	2023	2024	2025	2025	2025	2026	Original	Revised	Worksheet
Revenue:	Actual	Actual	Actual	Actual	Budget	Actual	Budget	Budget	Notes
Taxes									
3110.0 PROPERTY TAXES - CURRENT	179,595	162,882	192,399	192,399	175,000	198,948	185,000	198,900	
3120.0 PROPERTY TAXES - DELINQUENT	12,641	22,823	26,155	26,155	15,500	22,471	17,000	17,000	
3130.0 GENERAL SALES AND USE TAXES	174,931	180,851	232,627	232,627	176,000	121,933	188,000	138,000	
3140.0 TRANSIENT ROOM TAXES	0	0	0	0	0	38,947	0	50,000	
3150.0 COMMUNITY RESORT TAXES	0	0	0	0	0	13,368	0	0	
3170.0 FEE-IN-LIEU OF PROP TAXES	14,929	20,450	16,296	16,296	14,000	12,665	16,000	16,000	
Total Taxes	382,096	387,006	467,477	467,477	380,500	408,332	406,000	419,900	
Licenses and permits									
3210.0 BUSINESS LICENSES & PERMITS	3,650	7,275	9,125	9,125	5,000	7,750	9,000	9,000	
3220.0 NON-BUSINESS LICENSES & PERMIT	2,730	3,095	1,412	1,412	2,000	1,640	2,000	2,000	
3221.0 BUILDING PERMITS	16,722	13,224	23,915	23,915	10,000	10,549	10,000	10,000	
3225.0 ANIMAL LICENSES	15	0	10	10	0	2	0	0	
Total Licenses and permits	23,117	23,584	34,462	34,462	17,000	19,941	21,000	21,000	
Intergovernmental revenue									
3340.0 STATE GRANTS	216,677	55,067	43,200	43,200	48,000	2,700	0	2,700	
3340.5 HWY 89 TURNOUT GRANT	0	2,506,947	0	0	0	0	0	0	
3355.0 GRANT REVENUE	60,000	75,000	4,456	4,456	4,000	4,500	4,000	59,000	
3355.5 FIRE STATE GRANT REVENUE	0	13,746	9,963	9,963	9,964	0	0	0	
3356.0 CLASS C ROAD FUND ALLOTMENT	65,468	103,787	96,785	96,785	65,000	87,774	70,000	70,000	
3360.0 FIRE DEPT COUNTY CONTRIBUTION	0	0	0	0	0	7,500	0	7,500	
3692 ARPA REVENUE	30,239	0	0	0	0	0	0	0	
Total Intergovernmental revenue	372,383	2,754,547	154,405	154,405	126,964	102,474	74,000	139,200	
Charges for Fire Services									
3361.0 CLID CONTRACT	126,875	128,666	132,205	132,205	132,200	135,843	135,000	135,000	
3362 FIRE DEPARTMENT REVENUE	232,995	356,180	259,600	259,600	337,500	244,535	352,500	352,500	
3363 WILD LAND REVENUE	0	0	3,804	3,804	3,804	0	1,000	1,000	
Total Charges for Fire Services	359,870	484,846	395,609	395,609	473,504	380,378	488,500	488,500	
Charges for services									
3419.0 GENERAL GOVT - POST OFFICE	12,648	16,815	17,648	17,648	18,000	16,177	18,000	18,000	
3443.0 REFUSE COLLECTION CHARGES	33,736	20	0	0	0	0	0	0	
Total Charges for services	46,384	16,835	17,648	17,648	18,000	16,177	18,000	18,000	
Fines and forfeitures									
3510.0 FINES AND FORFEITURES	5,487	0	0	0	0	0	0	0	
3520.0 COURT FEE	621	2,256	2,135	2,135	1,500	2,636	2,000	2,000	
Total Fines and forfeitures	6,108	2,256	2,135	2,135	1,500	2,636	2,000	2,000	
Interest									
3610.0 INTEREST EARNINGS	22,072	38,869	39,566	39,566	26,000	28,353	30,000	30,000	
Total Interest	22,072	38,869	39,566	39,566	26,000	28,353	30,000	30,000	
Miscellaneous revenue									
3630.0 VOLUNTARY FIRE CONTRIBUTION	2,105	0	10,000	10,000	10,000	25	0	0	
3650.0 FIRE DEPT DONATIONS	0	0	0	0	0	2,747	0	0	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2025 to 05/18/2026
91.67% of the fiscal year has expired

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
3690.0 MISCELLANEOUS REVENUE	1,826	0	1,264	0	386	0	400	
3694 EVENT DONATIONS	0	1,000	1,000	1,000	1,100	0	1,100	
3695.0 CASH OVER/SHORT	0	0	0	500	0	500	500	
Total Miscellaneous revenue	3,931	1,000	12,264	11,500	4,258	500	2,000	
Contributions and transfers								
3970.0 CONTRIBUTIONS-PRIVATE SOURCES	0	0	40,000	40,000	0	0	0	
3990.0 GEN FUND BALANCE TO BE APPROP.	0	0	0	73,214	0	39,343	68,731	
Total Contributions and transfers	0	0	40,000	113,214	0	39,343	68,731	
Total Revenue:	1,215,961	3,708,942	1,163,566	1,168,182	962,549	1,079,343	1,189,331	
Expenditures:								
General government								
Council								
4111.0 MAYOR SALARIES AND WAGES	5,968	6,875	7,141	7,150	6,325	7,150	7,150	
4113.0 EMPLOYEE BENEFITS	505	437	547	675	484	675	675	
4121.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	0	25	0	0	0	0	0	
4123.0 TRAVEL	36	0	0	1,500	60	150	150	
4124.0 OFFICE EXPENSE & SUPPLIES	177	291	0	150	0	0	0	
Total Council	6,686	7,628	7,688	9,475	6,869	7,975	7,975	
Court								
4211.0 SALARIES AND WAGES	3,000	0	0	0	0	0	0	
4212.0 SALARIES AND WAGES-CLERK	6,190	0	0	0	0	0	0	
4213.0 EMPLOYEE BENEFITS	750	0	0	0	0	0	0	
4224.0 OFFICE EXPENSE & SUPPLIES	262	0	0	0	276	0	0	
4229.0 TELEPHONE	507	0	0	0	0	0	0	
4230.0 PUBLIC DEFENDER	1,000	0	0	1,500	0	1,500	1,500	
4230.5 ATTORNEY	1,998	10,050	0	10,000	10,000	10,000	10,000	
4233.0 EDUCATION & TRAINING	687	0	0	0	0	0	0	
Total Court	14,394	10,050	0	11,500	10,276	11,500	11,500	
Administration								
4411.0 SALARIES AND WAGES	43,615	62,570	65,949	69,214	68,144	72,200	72,200	
4413.0 EMPLOYEE BENEFITS	3,529	7,262	5,077	6,000	6,116	6,000	6,000	
4415.0 EMPLOYEE MEDICAL BENEFITS	10,502	13,511	24,662	24,870	19,182	25,963	25,963	
4418.0 EMPLOYEE RETIREMENT	29	13,939	10,018	16,000	9,409	12,477	12,477	
4421.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	3,831	4,091	2,954	3,500	2,921	3,100	3,100	
4422.0 PUBLIC NOTICES	64	0	0	500	26	500	500	
4423.0 TRAVEL	6,419	6,190	4,272	7,000	2,190	6,500	6,500	
4424.0 OFFICE EXPENSE & SUPPLIES	14,078	5,120	7,743	9,000	6,437	8,000	8,000	
4424.5 TOWN WEBSITE	53	4,355	2,975	3,200	0	4,300	4,300	
4425.0 EQUIPMENT - SUPPLIES & MAINT	2,101	908	1,980	2,000	1,705	2,000	2,000	
4426.0 INFORMATION TECHNOLOGY (IT) SERVICES	0	0	0	0	3,455	0	2,500	
4427.0 BLDG & GRNDS - SUPPLIES/MAINT	1,136	5,756	8,071	6,000	1,743	4,000	4,000	
4428.0 UTILITIES	8,492	3,622	2,900	4,000	2,596	3,000	3,000	
4429.0 TELEPHONE	2,564	753	1,059	800	1,312	1,000	1,000	
4430.0 LAWSUIT	1,600	2,612	0	3,000	1,764	3,000	3,100	
4430.5 ATTORNEY	5,061	3,423	3,050	5,000	5,033	5,000	5,500	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2025 to 05/18/2026
91.67% of the fiscal year has expired

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
4431.0 ENGINEERING	62,514	17,067	9,571	10,000	6,681	10,000	10,000	
4431.5 AUDIT	3,805	5,495	4,195	5,500	4,350	5,000	4,400	
4433.0 EDUCATION & TRAINING	2,800	1,168	1,000	1,500	1,524	3,000	3,000	
4434.0 BANK CHARGES	4,349	4,362	3,339	4,500	2,760	4,000	4,000	
4435.0 POSTAL CONTRACT	27,706	35,917	36,959	34,000	36,505	34,000	34,000	
4451.0 INSURANCE AND SURETY BONDS	21,812	32,994	7,043	13,000	1,964	10,000	10,000	
4452.0 EVENT EXPENDITURES	0	425	539	1,575	1,360	2,000	4,700	
4461.0 MISCELLANEOUS	1,028	393	782	7,000	708	10,000	7,500	
Total Administration	227,090	231,933	204,139	237,159	188,906	235,040	237,740	
Non-Departmental								
4920.0 TOWN CLEAN-UP	461	71	157	600	274	2,200	2,200	
4930.0 PLANNING & ZONING TRAINING	0	0	0	0	50	0	50	
4939.0 ELECTIONS	0	3,235	0	0	2,131	3,500	3,450	
4961.0 MISCELLANEOUS	21,963	0	0	0	0	0	0	
4963.0 CONTRIBUTIONS AND DONATIONS	0	7,310	11,900	12,690	0	0	0	
4964.0 ARPA EXPENSE	38,196	2,048	6,572	6,408	0	0	0	
Total Non-Departmental	60,620	12,664	18,629	19,698	2,456	5,700	5,700	
Total General government	308,789	262,275	230,456	277,832	208,506	260,215	262,915	
Public safety								
Police								
5411.0 SALARIES - FULL TIME	74,672	85,983	72,989	72,550	71,076	75,544	75,544	
5412.0 SALARIES - PART TIME	0	0	8,880	13,000	21,572	22,000	24,860	
5413.0 EMPLOYEE BENEFITS	26,144	28,943	6,340	6,600	7,069	6,600	6,600	
5415.0 MED INSUR	23,953	24,535	23,874	24,000	21,032	26,000	26,000	
5418.0 EMPLOYEE RETIREMENT	0	0	20,825	22,000	19,945	22,000	22,000	
5419.0 EQUIPMENT - SUPPLIES & MAINT	4,487	3,225	18,723	23,000	16,948	3,000	15,900	
5420.0 SAFETY EQUIPMENT - SUPPLIES & MAINT	0	0	0	0	0	0	3,000	
5421.0 VEHICLE EQUIPMENT - SUPPLIES & MAINT	0	0	0	0	2,262	0	0	
5423.0 TRAVEL	0	0	0	0	458	0	1,000	
5424.0 OFFICE EXPENSE & SUPPLIES	17	4,154	3,652	900	1,573	500	500	
5426.0 FUEL	6,843	5,049	6,021	6,000	5,734	6,000	6,000	
5427.0 UNIFORMS	0	0	0	0	872	0	0	
5428.0 UTILITIES	3	160	689	0	954	1,000	1,000	
5429.0 TELEPHONE	958	1,074	709	1,000	651	2,000	1,000	
5430.0 INFORMATION TECHNOLOGY (IT) SERVICES	2,670	0	0	0	2,285	0	2,000	
5433.0 EDUCATION & TRAINING	0	0	990	100	0	1,000	500	
5434.0 GRANT EXPENDITURES	(1,790)	2,857	4,456	4,000	0	4,000	4,000	
5451.0 INSURANCE AND SURETY BONDS	0	0	703	0	3,664	800	2,600	
5461.0 MISCELLANEOUS	0	50	50	200	100	200	100	
Total Police	137,955	156,031	168,903	173,350	176,217	170,644	192,604	
Fire								
5511.0 SALARIES AND WAGES	238,774	341,620	351,147	348,816	340,039	357,489	364,989	
5511.1 TRANSPORT SALARIES AND WAGES	4,152	2,200	595	2,000	0	0	0	
5513.0 EMPLOYEE BENEFITS	21,546	41,940	53,492	36,000	26,750	48,000	27,000	
5514.0 MEDICAL BENEFITS	0	0	0	0	29,988	0	29,000	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2025 to 05/18/2026
91.67% of the fiscal year has expired

	2023	2024	2025	2025	2025	2026	Original	Revised	Worksheet
	Actual	Actual	Actual	Budget	Budget	Actual	Budget	Budget	Notes
5515.0 EMPLOYEE RETIREMENT	0	38,841	30,977	34,000	34,000	34,612	30,000	30,000	
5523.0 STATION MAINTANCE AND REPAIR	0	2,818	14,192	500	500	1,936	5,000	5,000	
5524.0 OFFICE EXPENSE & SUPPLIES	9,367	9,987	9,291	10,000	10,000	3,864	8,500	8,500	
5524.1 UNIFORMS	0	5,999	3,571	5,000	5,000	4,332	5,000	5,000	
5525.0 EQUIPMENT - SUPPLIES & MAINT	35,907	11,949	15,629	19,000	19,000	7,085	10,000	9,000	
5525.1 MAINTENANCE - E31	5,315	1,529	702	1,000	1,000	7,034	3,000	3,400	
5525.15 MAINTENANCE - E32	4,237	1,065	6,899	1,500	1,500	3,005	3,000	3,000	
5525.2 MAINTENANCE - R31	0	5,065	1,352	1,000	1,000	130	4,000	4,000	
5525.3 MAINTENANCE - R32	0	530	0	500	500	0	0	0	
5525.4 MAINTENANCE - A31	1,386	762	105	500	500	0	0	0	
5525.5 MAINTENANCE - A32	4,760	(38)	0	0	0	79	0	0	
5525.6 MAINTENANCE - BR31	0	792	690	500	500	0	1,000	1,000	
5525.7 MAINTENANCE - CH30	0	2,425	3,050	1,000	1,000	1,591	2,000	2,000	
5526.1 FUEL - BRUSH TRUCK 31	1,189	0	188	500	500	450	500	500	
5526.2 FUEL - ENGINE 31	4,554	2,002	2,771	1,000	1,000	823	1,500	1,500	
5526.3 FUEL - ENGINE 32	0	2,042	98	2,000	2,000	625	1,500	1,500	
5526.31 FUEL - R31	0	1,983	531	1,000	1,000	793	1,500	1,500	
5526.32 FUEL - R32	5,515	2,588	0	1,500	1,500	0	0	0	
5526.4 FUEL - A32	0	(257)	0	0	0	0	0	0	
5526.5 FUEL - CH30	0	0	5,153	3,000	3,000	2,836	4,000	4,000	
5527 EQUIPMENT - FIRE	0	0	210	0	0	535	0	1,000	
5527.1 EQUIPMENT - HAZMAT	0	0	(2,138)	0	0	0	0	0	
5528.0 UTILITIES	7,022	6,101	7,016	7,000	7,000	5,471	7,000	7,000	
5529.0 TELEPHONE	241	730	3,348	1,000	1,000	2,590	2,500	2,500	
5530.0 GRANT EXPENDITURES	10	2,446	9,963	9,964	9,964	0	0	0	
5530.1 QUICK RESPONSE VEHICLE GRANT	0	66,227	0	0	0	0	0	0	
5533.0 EDUCATION & TRAINING	2,624	3,902	3,714	4,000	4,000	4,047	4,000	4,000	
5533.1 EDUCATION & TRAINING SUPPLIES	0	286	1,243	0	0	737	1,000	1,000	
5534.0 TRAVEL EXPENSES	4,603	7,034	5,907	8,000	8,000	826	3,000	3,000	
5535.0 WILD LAND	7,591	9,230	1,805	3,804	3,804	571	1,000	1,000	
5536 ATTORNEY	0	0	1,810	0	0	2,232	1,000	1,000	
5537 PUBLIC RELATIONS	0	0	1,915	0	0	1,459	2,000	2,000	
5551.0 INSURANCE AND SURETY BONDS	1,115	1,378	17,726	14,000	14,000	15,451	20,000	20,000	
5561.0 MISCELLANEOUS	3,350	4,037	1,538	37,000	37,000	2,113	1,500	1,500	
5567.0 FIRE HOUSE LEASE PMT	12,000	11,360	11,240	11,240	11,240	11,120	11,120	11,120	
5568.0 FIRE TRUCK LEASE PMT	0	12,945	12,885	12,885	12,885	12,825	12,825	12,825	
Total Fire	375,259	601,519	578,615	579,209	579,209	525,947	552,934	568,834	
Building									
5611.0 SALARIES AND WAGES	9,253	11,059	11,280	11,000	11,000	11,847	11,000	11,000	
5613.0 EMPLOYEE BENEFITS	46	528	612	550	550	572	550	550	
5621.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	1,149	1,060	1,154	500	500	0	500	500	
5623.0 TRAVEL	0	281	0	0	0	0	0	0	
5624.0 OFFICE EXPENSE & SUPPLIES	258	458	0	500	500	22	500	500	
5625.0 EQUIPMENT - SUPPLIES & MAINT	(345)	0	0	0	0	0	0	0	
5633.0 EDUCATION & TRAINING	0	690	0	3,409	3,409	0	2,000	2,000	
Total Building	10,361	14,076	13,047	15,959	15,959	12,441	14,550	14,550	
Total Public safety	523,576	771,626	760,564	768,518	768,518	714,605	738,128	775,988	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2025 to 05/18/2026
91.67% of the fiscal year has expired

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Highways and public improvements								
Highways								
6110.0 Streets SALARIES & WAGES	6,650	7,975	7,150	7,150	6,325	7,150	7,150	
6113.0 Streets BENEFITS	463	699	553	1,000	484	1,000	1,000	
6120.0 Streets debt service - principal	21,000	21,000	21,000	21,000	0	0	0	
6121 Streets debt service - interest	945	630	315	1,000	0	0	0	
6127.0 Streets REPAIRS & MAINTENANCE	1,595	5,970	2,165	3,350	2,088	26,000	26,000	
6140 Road Development	12,623	432	23,184	23,500	0	0	0	
6140.1 US 89 HWY TURNOUT PROJ	210,145	2,709,422	0	0	0	0	0	
6163.0 CLASS C ROAD PROGRAM	0	4,022	42,013	51,000	5,465	35,850	35,850	
6263.0 WASTE COLLECTION & DISPOSAL	2,362	0	0	0	0	0	0	
Total Highways	255,783	2,750,149	96,379	108,000	14,362	70,000	70,000	
Total Highways and public improvements	255,783	2,750,149	96,379	108,000	14,362	70,000	70,000	
Parks, recreation, and public property								
Parks & Recreation								
6411.0 SALARIES AND WAGES	224	461	4,600	6,700	5,001	6,000	6,000	
6412.0 VISITOR CENTER SALARIES AND WAGES	0	0	0	0	927	0	12,428	
6413.0 EMPLOYEE BENEFITS	0	0	0	0	138	0	0	
6424.0 OFFICE EXPENSE & SUPPLIES	0	0	0	0	31	0	0	
6425.0 EQUIPMENT - SUPPLIES & MAINT	0	706	373	732	18	800	800	
6427.0 BLDG & GRNDS - SUPPLIES/MAINT	530	30	1,107	2,000	300	700	55,700	
6428.0 UTILITIES	393	1,030	3,890	3,900	5,590	3,000	5,000	
6461.0 MISCELLANEOUS	0	0	24	500	0	500	500	
Total Parks & Recreation	1,147	2,228	9,994	13,832	12,004	11,000	80,428	
Total Parks, recreation, and public property	1,147	2,228	9,994	13,832	12,004	11,000	80,428	
Transfers								
9092.0 TRANSFERS TO MBA	17,731	24,305	0	0	0	0	0	
Total Transfers	17,731	24,305	0	0	0	0	0	
Total Expenditures:	1,107,026	3,810,583	1,097,393	1,168,182	949,477	1,079,343	1,189,331	
Total Change In Net Position	108,935	(101,641)	66,173	0	13,073	0	0	

Big Water Municipal Corporation
Budgeting Worksheet
21 Municipal Building Authority - 07/01/2025 to 05/18/2026
91.67% of the fiscal year has expired

	2023 Actual	2024 Actual	2025 Actual	2025 Budget	2026 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Miscellaneous revenue								
3680 FIREHOUSE RECEIVABLE	12,000	11,360	11,240	11,240	11,120	11,120	11,120	
3685.0 FIRE TRUCK RECEIVABLE	0	12,945	12,885	12,885	12,825	12,825	12,825	
Total Miscellaneous revenue	12,000	24,305	24,125	24,125	23,945	23,945	23,945	
Contributions and transfers								
3810 TRANSFER FROM GENERAL FUND	17,731	24,305	0	0	0	0	0	
Total Contributions and transfers	17,731	24,305	0	0	0	0	0	
Total Revenue:	29,731	48,610	24,125	24,125	23,945	23,945	23,945	
Expenditures:								
Debt service								
4250 Firehouse Loan Principal	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
4251 Firehouse Loan Interest	3,480	3,360	3,240	3,240	3,120	3,120	3,120	
4252 Fire Truck Loan Principal	0	12,000	12,000	12,000	12,000	12,000	12,000	
4253 Fire Truck Loan Interest	0	945	885	885	825	825	825	
Total Debt service	11,480	24,305	24,125	24,125	23,945	23,945	23,945	
Total Expenditures:	11,480	24,305	24,125	24,125	23,945	23,945	23,945	
Total Change In Net Position	18,251	24,305	0	0	0	0	0	

**BIG WATER TOWN
ORDINANCE 07-2026**

**AN ORDINANCE AMENDING TITLE 15 (ZONING) OF THE BIG WATER
MUNICIPAL CODE TO CLARIFY THE AUTHORITY AND DUTIES OF THE
ZONING ADMINISTRATOR AND TO ESTABLISH CONSISTENT
ADMINISTRATIVE REVIEW PROCEDURES**

WHEREAS, Big Water Town has adopted Title 14 Subdivision Regulation code and Title 15, Zoning Code, to regulate land use and development within the Town; and

WHEREAS, the amendments herein are intended to clearly distinguish between ministerial and discretionary land use decisions consistent with Utah Code Title 10, Chapter 20;

WHEREAS, after providing notice as required by law, the Town Council held a public hearing on May 27, 2026, on the proposed amendments and received public comment prior to adopting this ordinance.

NOW THEREFORE, be it ordained by the Council of the Big Water Town, in the State of Utah, as follows:

SECTION 1: AMENDMENT “15.06.050 Zoning Administrator” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.06.050 Zoning Administrator

The Council may designate a person to carry out the administrative responsibilities of this Ordinance, and the Subdivision Ordinance. The person so designated is referred to herein as the “Zoning Administrator.”

~~It is the responsibility of the~~ The Zoning Administrator shall be responsible for the day to day administration and enforcement of this Ordinance and shall ensure all administrative processes, procedures and other provisions of this Ordinance and the Subdivision Ordinance are consistently and equitably applied.

Powers and Duties The Zoning Administrator shall have the following powers and duties:

1. Administrative Review Authority a. To review and approve, approve with conditions where expressly authorized, or deny applications for permitted uses, temporary uses, and other administrative land use applications as specifically provided in this Ordinance. b. Such decisions shall be ministerial in nature and shall be based solely upon compliance with the objective standards and requirements of this Ordinance.

2. Application Processing a. To receive, review, and process all development applications. b. To determine application completeness pursuant to Section 15.10.070.
3. Zoning Interpretation To interpret and apply the provisions of this Ordinance in the administration of land use applications, subject to appeal as provided in Chapter 15.32.
4. Permit Authorization To issue zoning clearances and authorize permits where applications comply with all applicable provisions of this Ordinance.
5. Enforcement Authority To enforce the provisions of this Ordinance, including the authority to: Issue notices of violation Issue stop work orders Initiate enforcement proceedings as provided in Chapter 15.30
6. Coordination To coordinate review with the Planning Commission, Town Council, Building Official, and other agencies as necessary.
7. Limitations of Authority The Zoning Administrator shall not have authority to approve applications requiring discretionary review, including but not limited to: Conditional Use Permits Variances Zoning Ordinance Amendments General Plan Amendments Such applications shall be reviewed and decided by the appropriate approval authority as designated in this Ordinance.
8. Reporting: The Zoning Administrator shall provide to the Commission and Council, at the regular meetings of the Commission and Council, an Activity Report identifying all administrative actions and decisions taken by the Zoning Administrator applying the provisions of this Ordinance.

SECTION 2: ADOPTION “15.06.045 Approval Authority” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.06.045 Approval Authority(*Added*)

The authority to review and approve development applications, permits, and licenses under this Ordinance shall be assigned as follows:

1. Zoning Administrator The Zoning Administrator shall have authority to review and render final decisions on applications that are administrative and ministerial in nature, including: Permitted Uses (Chapter 15.12) Temporary Uses (Chapter 15.16) Other applications expressly assigned by this Ordinance
2. Planning Commission The Planning Commission shall have authority to review and render final decisions on applications requiring discretionary review, including Conditional Use Permits as provided in Chapter 15.14.
3. Town Council The Town Council shall act as the legislative body and shall have authority over: Zoning Ordinance Amendments Zoning Map Amendments General Plan Amendments
4. Interpretation Where ambiguity exists regarding approval authority, the provisions of this Ordinance shall be interpreted to assign ministerial decisions to the Zoning

Administrator and discretionary decisions to the Planning Commission or Town Council.

SECTION 3: AMENDMENT “15.10.100 Scope Of Development Approvals” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.10.100 Scope Of Development Approvals

All development approvals shall be granted by the applicable land use authority designated by this Ordinance. The rights conferred by a development permit shall be limited to those expressly granted and shall be subject to all applicable conditions and requirements. A development permit shall be considered void after one (1) year unless construction has taken place or the activity has commenced.

~~1. The rights conferred by a development permit upon the filing of a complete application and approval by the Town shall be limited to those rights granted in the applicable provisions of this Ordinance and subject to any conditions attached to the development permit. A development permit shall be considered void after one (1) year unless construction has taken place or the activity has commenced.~~

SECTION 4: AMENDMENT “15.12.030 Review And Approval Procedures” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.12.030 Review And Approval Procedures

The procedures for the review and consideration of a Permitted Use Application are identified by Figure 4, herein.

The Zoning Administrator shall review the permitted use request and determine if the request:

1. Is a Permitted Use within the zoning district, as identified in the Table of Uses, Table

- 1.
2. Complies with all requirements applicable to the zoning district, including minimum area, yard setbacks, height, and all other requirements applicable in the zoning district.
3. Complies with all requirements for Site Plan Requirements and Approval Procedures, as provided by Chapter 15.26, herein.
4. Does not propose any construction on any sensitive lands, as defined by Section 15.42.010(53) herein.
5. Complies with all applicable dedication requirements of the Town and provides the necessary infrastructure, as required.

Upon finding that the proposed use, building, or structure complies with the standards and requirements as identified in (1) to (5) above, and the proposed use, building, or structure can be adequately serviced by the existing, or proposed infrastructure, the development plans shall be reviewed for compliance to the provisions of the Building Code and all other Codes, as adopted by the Town, by the Building Official. If the request for a permitted use, building, or structure complies with all the requirements of this Ordinance and the Building Code, and all other applicable Codes, the Permitted Use Application shall be approved and a building permit issued.

The permitted use request does not comply with the requirements of this Ordinance and the Building Code and all other applicable Codes, the Zoning Administrator and/or Building Official shall not authorize any use, building, or structure, and no building permit shall be issued. The Zoning Administrator and/or Building Official shall notify the applicant identifying what requirements have not been satisfied.

The review and approval of a Permitted Use Application by the Zoning Administrator is ministerial in nature. The Zoning Administrator shall approve the application upon a finding that the proposed use complies with all applicable standards and requirements of this Ordinance and all other applicable codes. The Zoning Administrator shall not deny a permitted use that complies with all objective requirements.

SECTION 5: **ADOPTION** “15.26.035 Site Plan Approval Authority” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.26.035 Site Plan Approval Authority (*Added*)

1. Site plans associated with Permitted Uses shall be reviewed and approved by the Zoning Administrator as a ministerial action.
2. Site plans associated with Conditional Uses shall be reviewed and approved by the Planning Commission as part of the Conditional Use Permit process.
3. The Zoning Administrator may review site plans for completeness and compliance prior to Planning Commission consideration.

SECTION 6: AMENDMENT “15.30.010 Enforcement - Procedures And Duties” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.30.010 Enforcement - Procedures And Duties

This Ordinance may be enforced by the Town by any appropriate means authorized by State law and Big Water Town ordinances including, but not limited to, injunctive relief, fines, withholding of building permits and revocation of development approvals, permits, and licenses.

~~It shall be the duty of the Zoning Administrator, Building Official, Planning Commission, and/or Town Council members to bring to the attention of the Town Attorney any violations of this Ordinance. The Town Attorney shall be responsible for enforcing all provisions and requirements of this Ordinance and initiating proceedings to ensure compliance, as allowed and authorized by State laws.~~

No building permit shall be issued for the construction of any building or structure located on a lot subdivided or sold in violation of the provisions of this Ordinance or the Big Water Town Subdivision Ordinance, nor shall the Town have any obligation to issue certificates of occupancy or to extend facilities or services to any parcel created in violation of this Ordinance or the Big Water Town Subdivision Ordinance.

The Zoning Administrator is designated as the primary enforcement officer for this Ordinance and is authorized to administer and enforce all provisions herein.

**BIG WATER TOWN
ORDINANCE 07-2026 P&Z ADMINISTRATOR AUTHORITY**

Ordinance continued as pertaining to Title 10, Chapter 20, Utah Code (Municipal Land Use, Development, and Management Act), as amended:

SECTION 1: **AMENDMENT** “14.20.020 Parcel Joinder (Lot Consolidation)” of the Big Water Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14.20.020 Parcel Joinder (Lot Consolidation)

~~The Big Water Town Council may, upon recommendation by the Planning and Zoning Commission, consider the joining of two, or more, contiguous parcels (lots), following and complying with all the requirements for parcel joinder as identified in the Big Water Zoning Ordinance (2004 236, adopted 12 21 2004, Chapter 15.10 Development Applications and Procedures, Section 15.10.150 Standards and Requirements for Parcel Joinder (Lot Consolidation), amended April 20,, 2009) and at § 10-9a-103, Utah Code Annotated, 1953, as amended (2008), § 10-9a-608 et seq., Utah Code (Amended 2006), and consistent with the requirements of § 10-9a-609, Utah Code (Amended 2007). The Planning and Zoning Administrator is authorized to review and approve applications for the joinder of two or more contiguous parcels (lot consolidation), subject to compliance with the Big Water Zoning Ordinance and, in accordance with applicable provisions of Title 10, Chapter 20, Utah Code (Municipal Land Use, Development, and Management Act), as amended.~~

1. A parcel joinder (lot consolidation) means:
 - a. revising the legal description of more than one contiguous unsubdivided parcel of property into one legal description encompassing all such parcels of property; or
 - b. joining a subdivided parcel of property to another parcel of property that has not been subdivided, if the joinder does not violate applicable land use/subdivision ordinances.
2. The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a subdivision ~~under Subsection (44)~~ as to the unsubdivided parcel of property or subject the unsubdivided parcel to the municipality's subdivision ordinance. (Utah Code § 10-20-102~~9a-103~~ Definitions, Amended ~~2025~~ ~~by Chapter 19, Chapter 112, Chapter 326 and Chapter 360, 2008~~)
3. Any fee owner, as shown on the last county assessment rolls, of land within the subdivision that has been laid out and platted as provided in this part may, in ~~writing, petition Planning and Zoning to have the plat altered, or amended.~~ submit an application to the Town for review by the Zoning Administrator.
4. ~~The following requirements must be met and accepted by the Zoning Administrator,~~

~~prior to securing a Parcel Joinder meeting with and recommendation from Planning and Zoning to Town Council.~~ The Zoning Administrator shall review all Parcel Joinder (Lot Consolidation) applications for completeness and compliance with all applicable provisions of the Town Code. Parcel Joinder applications shall be processed as an administrative land use application, except where a public hearing is required pursuant to Utah Code or this Ordinance.

- a. Applicant must be the title owner of said property or have written/certified power of attorney to act on behalf of the owner.
 - b. Applicant must submit a completed Big Water Parcel Joinder (Lot Consolidation) Request form to include:
 - i. property owner's name;
 - ii date;
 - iii address, phone, cell phone, fax, city, state, Zip code;
 - iv. name, location (lot#, block, section, subdivision platted name) and legal description of subdivision plat;
 - v. reason for parcel joinder request;
 - vi. certification to conform to Big Water ordinances.
 - c. Applicant must submit a revised (final) plat, prepared by a licensed land surveyor. The plat shall be prepared in pen and all sheets shall be numbered. The plat shall be drawn on reproducible Mylar. A minimum of six (6) paper (8 ½" x 11") copies shall be presented to the Town Clerk with the formal request form. The revised plat shall contain Signature blocks for the dated signatures of the Owner of Record, Surveyor, County Recorder, and Land Use Authority. ~~(See Section 14.08.020 of the Big Water Subdivision Ordinance)~~
 - d. Applicant must provide the names and addresses of all property owners in said plat/subdivision within 500 feet of joinder properties.
 - e. Applicant must provide paid tax statement for the current year.
 - f. Applicant must pay the applicable parcel joinder fees to the Town Clerk in accordance with the current Big Water Rates and Fees for Municipal Services schedule. Applicant also is responsible for any other applicable fees, e.g., engineering review, title search, recording fee.
 - g. Applicant must provide a title report, by a licensed Title Company, for the properties proposed for parcel joinder with the application .
 - h. Applicant or authorized agent must be present for public meeting at which parcel joinder is an agenda item, or the application will be tabled.
5. ~~An incomplete application will not be scheduled for a Planning & Zoning Commission public meeting agenda.~~
6. The Zoning Administrator shall ensure that notice is given to all affected property owners within 500 feet of the subject property, only where notice is required by applicable provisions of the Town Code or Utah law. ~~joinder properties, pursuant to local ordinance.~~ Notice shall be provided in a manner reasonably calculated to inform affected property owners, which may include certified and/or first-class mail.
7. Administrative Review and Approval Where no public hearing is required pursuant to Utah Code, the Planning and Zoning Administrator may approve and certify the parcel joinder, as the administrative land use authority. Where a public hearing is required by

- Utah Code or this Ordinance, the application shall follow the applicable public hearing procedures prior to final action by the Planning and Zoning Administrator. I. The Zoning Administrator shall determine whether the application meets the criteria for administrative processing or requires a public hearing based on applicable law.
8. ~~The Planning and Zoning Commission shall give its recommendation within 30 days after the proposed parcel joinder request is referred, or as that time period is extended by agreement with the applicant. (Utah Code § 10-9a-608 et seq., (2)(a)(ii), Amended 2006)~~
 9. ~~Town Council will make its decision within 45 days after the petition is filed or, if applicable, within 45 days after receipt of the planning commission's recommendation.~~
 10. ~~Town Council~~ Zoning Administrator shall ~~schedule~~ hold a public hearing (§ 10-20-811~~9a-207, et seq., Utah Code Amended 2006, 10-9a-509, et seq., Utah Code Amended 2008,~~ and § 10-20-207~~9a-608, et seq., Utah Code Amended 2025~~06) if:
 - a. any owner within the plat notifies the municipality of his/her objection in writing within ten (10) days of mailed notification or by published notification deadline; or
 - b. if required, all owners in the subdivision have not signed the revised plat; or
 - c. the parcel joinder amends a public street, alley or right-of-way (§ 10-9a-208~~10-208, Utah Code Amended 2025~~06, and § 10-9a-609.5 et seq., Utah Code Amended 2007); or
 - d. Council finds that a compelling, countervailing public interest would be jeopardized by approving the application (§ 10-20-902, et seq., Utah Code Amended 2025).
 11. The public hearing requirement (§ 10-9a-207~~20-902, et seq., Utah Code Amended 2025~~06, § 10-9a-509, et seq., Amended 2008, and § 10-20-811~~9a-608, et seq., Utah Code Amended 2025~~06), does not apply and ~~Zoning Administrator~~ Town Council may consider at a public meeting an owner's petition to alter or amend a subdivision plat if:
 - a. the petition seeks to join two or more of an owner's contiguous, residential lots;
 - b. notice has been given pursuant to local ordinance;
 - c. the parcel joinder does not amend a public street or right-of-way (§ 10-20-208~~9a-208, Utah Code Amended 2025~~06); and
 - d. Council is satisfied that neither the public interest nor any person will be materially injured by the proposed alteration or amendment, and that there is good cause for the alteration or amendment.
 12. Town Council may approve the vacation, alteration, or amendment by signing an amended final plat showing the vacation, alteration, or amendment.
 13.
 - a. After the plat has been acknowledged, approved and certified, the owner of the land shall, within the time period designated by ordinance, record the plat in the Kane County recorder's office.
 - b. An owner's failure to record a plat within the time period designated by ordinance renders the plat void. (§ 10-20-803~~9a-603, (5)(a)(b), Utah Code Amended 2025~~08)
 14. The Town Council shall ensure that the amended plat showing the vacation, alteration,

or amendment is recorded in the office of the county recorder in which the land is located (§ 10-20-812, et seq., Utah Code Amended 2007) within one year of the certified date of the plat.

SECTION 2: AMENDMENT “14.20.030 Lot Line Adjustments Within An Recorded Plat” of the Big Water Municipal Code is hereby *amended* as follows:

AMENDMENT

14.20.030 Lot Line Adjustments Within An Recorded Plat

In accordance with Big Water Zoning Ordinance (2004-235, adopted, December 21, 2004, amended April 20, 2009, *Chapter 15.10 Development Applications and Procedures, Section 15.10.160 Procedure for a Lot Line Adjustment*) and § 10-20-102; Definitions, Utah Code (Amended 2025), petitions to adjust lot lines (mutual boundary) between adjoining properties may be executed upon the recordation of an appropriate deed with the consent of the owners' of record.

1. The applicants must complete and submit to the Zoning Administrator a Big Water Lot Line Adjustment Request form to include:
 - a. property owners' names;
 - b. date;
 - c. owners' addresses, phone/cell/fax numbers, city, state, Zip code;
 - d. name, location (lot #s, block(s), section(s)) and legal descriptions);
 - e. reason for lot line adjustment request;
 - f. paid tax statement for the current year.
 - g. certification to conform to Big Water ordinances.
 - h. names and addresses of all property owners adjacent to the lots in question.
2. Applicants must prove that:
 - a. no new dwelling lot or housing unit results from the lot line adjustment;
 - b. that all adjoining property owners consent to the lot line adjustment;
 - c. the lot line adjustment does not result in a remnant piece of land that did not exist previously; and
 - d. the lot line adjustment does not result in the violation of any applicable zoning district requirements.
3. Applicants must provide a title report, by a licensed Title Company, for the properties proposed for Lot Line Adjustment with the application.
4. Applicants must submit a revised (final) plat, prepared by a licensed land surveyor. The plat shall be prepared in pen and all sheets shall be numbered. The plat shall be drawn on reproducible Mylar. A minimum of six (6) paper (8 ½" x 11") copies shall be presented to the Town Clerk with the formal request form. The revised plat shall contain Signature blocks for the dated signature of the Owner of Record, Surveyor, County Recorder, and Land Use Authority .

5. Applicant must pay the applicable Lot Line Adjustment fees to the Town Clerk in accordance with the current Big Water Rates and Fees for Municipal Services schedule.
6. The Zoning Administrator shall ~~provide~~ensure that notice ~~is given to all~~ adjoining property owners, ~~pursuant to local ordinance, only where required by applicable provisions of the Town Code or Utah law.~~ Notice may be provided by first-class mail or other reasonable method established by Town policy.
7. Lot Line Adjustments shall be reviewed and approved by the Zoning Administrator as an administrative land use decision, provided that all requirements of this Ordinance are met.
8. After the Lot Line Adjustment ~~assessment~~ request and plat are approved and certified by the Zoning Administrator as the administrative land use authority~~acknowledged, approved and certified by the Zoning Administrator,~~ the owners shall, within one year, record the appropriate deed in the Kane County recorder's office.
9. ~~The County Recorder shall ensure the requirements of this Section are met.~~ The Kane County Recorder may request a review of the materials presented for a Lot Line Adjustment by the Zoning Administrator prior to recordation.
10. If any owner of an adjoining property notifies the municipality of his/her objection in writing within ten (10) days of mailed notification or by published notification deadline, the Zoning Administrator will set an agenda item for the next Planning and Zoning public meeting. The Applicants, or his/her/their authorized agent(s), must be present. If they are not present, the application will be tabled. (Please see Big Water Zoning Ordinance, Section 15.10.150(7-10), or Big Water Subdivision Ordinance, Section 14.20.020(7-10), for the required additional processes.)
11. If a written objection is received from an adjoining property owner within the required notice period, the Zoning Administrator shall refer the application to the Planning Commission for consideration at a public meeting.

A M E N D M E N T

15.06.020 Big Water Town Council Also Known As The "Land Use Authority"

The Big Water Town Council ("Council") shall have the following powers and duties:

1. To adopt, and to initiate amendments to the Big Water Town General Plan, and all elements of the General Plan.
2. To adopt, and to initiate amendments to the Big Water Town Zoning Ordinance.
3. To adopt, and to initiate amendments to the Big Water Town Subdivision Ordinance.
4. To render, or to appoint a hearing officer to render, a determination if an applicant asserts a deprivation of, or has been subject to, a taking of property without just compensation, or asserts some other constitutional invalidity, as provided by Chapter 15.38.
5. To establish a fee schedule by resolution for all decisions, approvals, permits and licenses required by this Ordinance, as provided by Section 15.10.140.
6. To designate and to appoint a Zoning Administrator for the efficient administration of this Ordinance, as provided by Section 15.06.050.
7. Except as otherwise delegated by this Ordinance, to take such other action(s) not expressly delegated to the Planning Commission, BOA, or Zoning Administrator.
8. The Zoning Administrator is hereby designated as the administrative land use authority for administrative land use applications and decisions as specifically authorized by this Ordinance.

PASSED AND ADOPTED BY THE BIG WATER TOWN COUNCIL

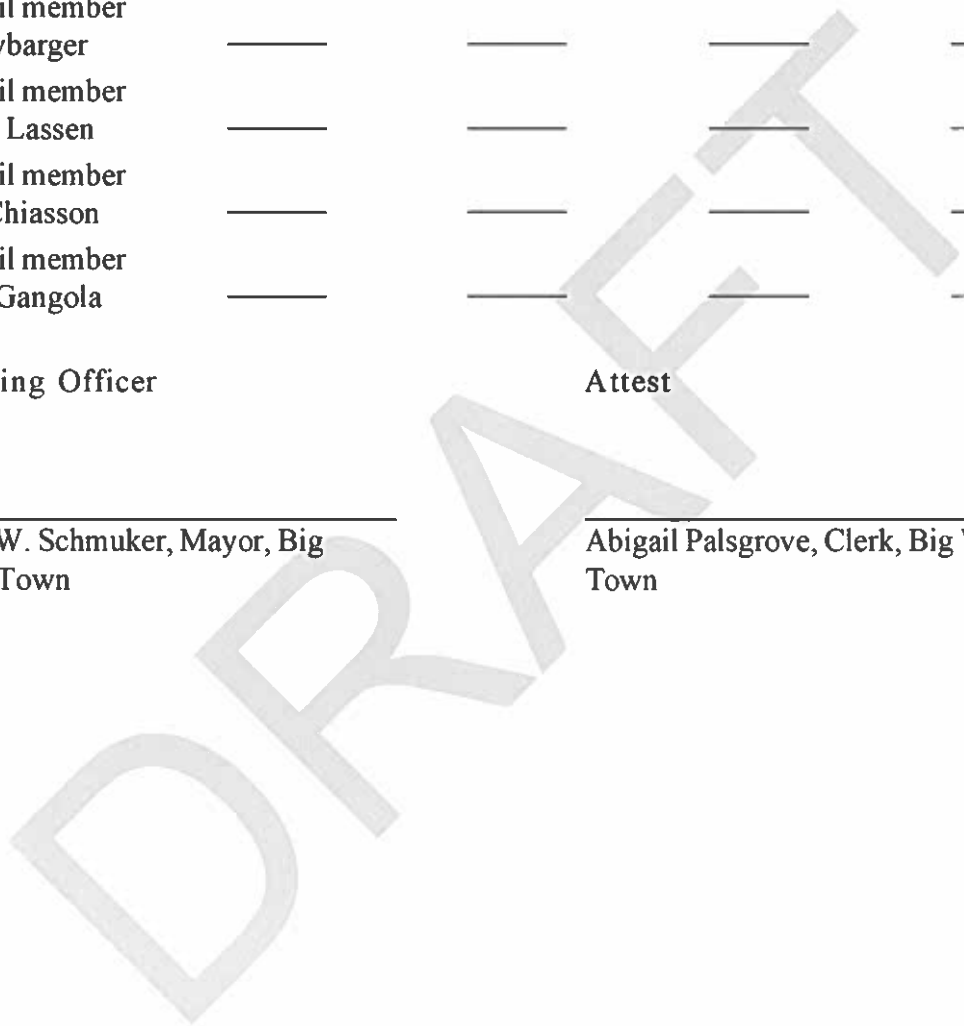
	AYE	NAY	ABSENT	ABSTAIN
Mayor David Schmuker	_____	_____	_____	_____
Council member Jim Lybarger	_____	_____	_____	_____
Council member Jennie Lassen	_____	_____	_____	_____
Council member Tara Chiasson	_____	_____	_____	_____
Council member Mark Gangola	_____	_____	_____	_____

Presiding Officer

Attest

David W. Schmuker, Mayor, Big Water Town

Abigail Palsgrove, Clerk, Big Water Town



RESOLUTION 2026-14

A RESOLUTION OF THE COUNCIL OF THE TOWN OF BIG WATER, KANE COUNTY, UTAH TO COMPENSATE THE PUBLIC SAFETY AND FIREFIGHTER EMPLOYEES FOR THE INCREASE IN THEIR MONTHLY RETIREMENT CONTRIBUTION TO UTAH RETIREMENT SYSTEM

WHEREAS, the Public Safety and Firefighter employee's retirement contributions have been increased by 1.25% for the employee portion;

WHEREAS, approval of the budget for fiscal year 2026-2027 will compensate for these raises;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUCIL OF BIG WATER, KANE COUNTY, UTAH AS FOLLOWS:

Section 1: That public Safety and Firefighter full-time employees will now be compensated to cover the increase to their retirement.

Section 2: Big Water Municipal (Employer) will pick up the costs of the Public Safety and Firefighters employees' contributions.

Section 3: This resolution will take effect at the start of the Fiscal year 2026-2027.

PASSED and ADOPTED this 15th day of May 2024, by the following votes:

	Town of Big Water				
	AYE	NAY	ABSENT	ABSTAIN	
Mayor David Schmuker	_____	_____	_____	_____	By: _____
Council Member Jim Lybarger	_____	_____	_____	_____	David W. Schmuker, Mayor
Council Member Tara Chiasson	_____	_____	_____	_____	
Council Member Jennie Lassen	_____	_____	_____	_____	Attest: _____
Council Member Mark Gangola	_____	_____	_____	_____	Abigail Palsgrove, Municipal Clerk

Big Water Municipal Corporation

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

Change in Net Position	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110.0 PROPERTY TAXES - CURRENT	162,882	192,399	198,948	198,900	0	199,000	0	
3120.0 PROPERTY TAXES - DELINQUENT	22,823	26,155	22,471	17,000	0	20,000	0	
3130.0 GENERAL SALES AND USE TAXES	180,851	232,627	121,933	138,000	0	150,000	0	
3140.0 TRANSIENT ROOM TAXES	0	0	38,947	50,000	0	50,000	0	
3150.0 COMMUNITY RESORT TAXES	0	0	13,368	0	0	80,000	0	
3170.0 FEE-IN-LIEU OF PROP TAXES	20,450	16,296	12,665	16,000	0	16,000	0	
Total Taxes	387,006	467,477	408,332	419,900	0	515,000	0	
Licenses and permits								
3210.0 BUSINESS LICENSES & PERMITS	7,275	9,125	7,750	9,000	0	9,000	0	
3220.0 NON-BUSINESS LICENSES & PERMIT	3,085	1,412	1,640	2,000	0	2,000	0	
3221.0 BUILDING PERMITS	13,224	23,915	10,549	10,000	0	10,000	0	
3225.0 ANIMAL LICENSES	0	10	2	0	0	0	0	
Total Licenses and permits	23,584	34,462	19,941	21,000	0	21,000	0	
Intergovernmental revenue								
3340.0 STATE GRANTS	55,067	43,200	2,700	2,700	0	0	0	
3340.5 HWY 89 TURNOUT GRANT	2,506,947	0	0	0	0	0	0	
3355.0 GRANT REVENUE	75,000	4,456	4,500	59,000	0	0	0	
3355.5 FIRE STATE GRANT REVENUE	13,746	9,963	0	0	0	0	0	
3356.0 CLASS C ROAD FUND ALLOTMENT	103,787	96,785	87,774	70,000	0	70,000	0	
3360.0 FIRE DEPT COUNTY CONTRIBUTION	0	0	7,500	7,500	0	7,500	0	
Total Intergovernmental revenue	2,754,547	154,405	102,474	139,200	0	77,500	0	
Charges for Fire Services								
3361.0 CLID CONTRACT	128,666	132,205	135,843	135,000	0	138,713	0	
3362 FIRE DEPARTMENT REVENUE	356,180	259,600	244,535	352,500	0	290,000	0	
3363 WILD LAND REVENUE	0	3,804	0	1,000	0	1,000	0	
Total Charges for Fire Services	484,846	395,609	380,378	488,500	0	429,713	0	
Charges for services								
3419.0 GENERAL GOVT - POST OFFICE	16,815	17,648	16,177	18,000	0	18,000	0	
3443.0 REFUSE COLLECTION CHARGES	20	0	0	0	0	0	0	
Total Charges for services	16,835	17,648	16,177	18,000	0	18,000	0	
Fines and forfeitures								
3520.0 COURT FEE	2,256	2,135	2,636	2,000	0	2,000	0	
Total Fines and forfeitures	2,256	2,135	2,636	2,000	0	2,000	0	
Interest								
3610.0 INTEREST EARNINGS	38,869	39,566	28,353	30,000	0	28,000	0	
Total Interest	38,869	39,566	28,353	30,000	0	28,000	0	
Miscellaneous revenue								
3630.0 VOLUNTARY FIRE CONTRIBUTION	0	10,000	25	0	0	0	0	
3650.0 FIRE DEPT DONATIONS	0	0	2,747	0	0	0	0	
3690.0 MISCELLANEOUS REVENUE	0	1,264	386	400	0	0	0	
3694 EVENT DONATIONS	1,000	1,000	1,100	1,100	0	1,000	0	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
3695.0 CASH OVER/SHORT	0	0	0	500	0	500	0	
Total Miscellaneous revenue	1,000	12,264	4,258	2,000	0	1,500	0	
Contributions and transfers	0	40,000	0	0	0	0	0	
3970.0 CONTRIBUTIONS-PRIVATE SOURCES	0	0	0	68,731	0	64,415	0	
3990.0 GEN FUND BALANCE TO BE APPROP.	0	40,000	0	68,731	0	64,415	0	
Total Contributions and transfers	0	40,000	0	68,731	0	64,415	0	
Total Revenue:	3,708,942	1,163,566	962,549	1,189,331	0	1,157,128	0	
Expenditures:								
General government								
Council								
4111.0 MAYOR SALARIES AND WAGES	6,875	7,141	6,325	7,150	0	7,150	0	
4113.0 EMPLOYEE BENEFITS	437	547	484	675	0	600	0	
4121.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	25	0	0	0	0	0	0	
4123.0 TRAVEL	0	0	60	150	0	150	0	
4124.0 OFFICE EXPENSE & SUPPLIES	291	0	0	0	0	0	0	
Total Council	7,628	7,688	6,869	7,975	0	7,900	0	
Court								
4224.0 OFFICE EXPENSE & SUPPLIES	0	0	276	0	0	0	0	
4230.0 PUBLIC DEFENDER	0	0	0	1,500	0	1,500	0	
4230.5 ATTORNEY	10,050	0	10,000	10,000	0	10,000	0	
Total Court	10,050	0	10,276	11,500	0	11,500	0	
Administration								
4411.0 SALARIES AND WAGES	62,570	65,949	69,144	72,200	0	76,005	0	
4413.0 EMPLOYEE BENEFITS	7,262	5,077	6,116	6,000	0	7,150	0	
4415.0 EMPLOYEE MEDICAL BENEFITS	13,511	24,662	19,182	25,963	0	25,500	0	
4418.0 EMPLOYEE RETIREMENT	13,939	10,018	9,409	12,477	0	11,000	0	
4421.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	4,091	2,954	2,921	3,100	0	2,000	0	
4422.0 PUBLIC NOTICES	0	0	26	500	0	500	0	
4423.0 TRAVEL	6,190	4,272	2,190	6,500	0	6,500	0	
4424.0 OFFICE EXPENSE & SUPPLIES	5,120	7,743	6,349	8,000	0	8,000	0	
4424.5 TOWN WEBSITE	4,355	2,975	0	4,300	0	2,200	0	
4425.0 EQUIPMENT - SUPPLIES & MAINT	908	1,980	1,705	2,000	0	2,000	0	
4426.0 INFORMATION TECHNOLOGY (IT) SERVICES	0	0	3,455	2,500	0	3,500	0	
4427.0 BLDG & GRNDS - SUPPLIES/MAINT	5,756	8,071	1,743	4,000	0	4,000	0	
4428.0 UTILITIES	3,622	2,900	2,596	3,000	0	3,000	0	
4429.0 TELEPHONE	753	1,059	1,312	1,000	0	1,000	0	
4430.0 LAWSUIT	2,612	0	1,764	3,100	0	3,000	0	
4430.5 ATTORNEY	3,423	3,050	5,033	5,500	0	5,000	0	
4431.0 ENGINEERING	17,067	9,571	6,681	10,000	0	10,000	0	
4431.5 AUDIT	5,495	4,195	4,350	4,400	0	4,500	0	
4433.0 EDUCATION & TRAINING	1,168	1,000	1,524	3,000	0	3,000	0	
4434.0 BANK CHARGES	4,362	3,339	2,760	4,000	0	4,000	0	
4435.0 POSTAL CONTRACT	35,917	36,959	36,505	34,000	0	34,000	0	
4451.0 INSURANCE AND SURETY BONDS	32,994	7,043	1,964	10,000	0	8,000	0	
4452.0 EVENT EXPENDITURES	425	539	1,380	4,700	0	1,000	0	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
4461.0 MISCELLANEOUS	393	782	708	7,500	0	10,000	0	
Total Administration	231,933	204,139	188,818	237,740	0	234,855	0	
Non-Departmental								
4920.0 TOWN CLEAN-UP	71	157	274	2,200	0	500	0	
4930.0 PLANNING & ZONING TRAINING	0	0	50	50	0	0	0	
4939.0 ELECTIONS	3,235	0	2,131	3,450	0	0	0	
4963.0 CONTRIBUTIONS AND DONATIONS	7,310	11,900	0	0	0	0	0	
4964.0 ARPA EXPENSE	2,048	6,572	0	0	0	0	0	
Total Non-Departmental	12,664	18,629	2,456	5,700	0	500	0	
Total General government	262,275	230,456	208,418	262,915	0	254,755	0	
Public safety								
Police								
5411.0 SALARIES - FULL TIME	85,983	72,989	71,076	75,544	0	77,432	0	
5412.0 SALARIES - PART TIME	0	8,880	21,572	24,860	0	25,000	0	
5413.0 EMPLOYEE BENEFITS	28,943	6,340	7,069	6,600	0	7,200	0	
5415.0 MED INSUR	24,535	23,874	21,032	26,000	0	26,000	0	
5418.0 EMPLOYEE RETIREMENT	0	20,825	19,945	22,000	0	24,000	0	
5419.0 EQUIPMENT - SUPPLIES & MAINT	3,225	18,723	16,948	15,900	0	8,000	0	
5420.0 SAFETY EQUIPMENT - SUPPLIES & MAINT	0	0	0	3,000	0	3,000	0	
5421.0 VEHICLE EQUIPMENT - SUPPLIES & MAINT	0	0	2,262	0	0	3,000	0	
5423.0 TRAVEL	0	0	458	1,000	0	1,000	0	
5424.0 OFFICE EXPENSE & SUPPLIES	4,154	3,652	1,573	500	0	500	0	
5426.0 FUEL	5,049	6,021	5,734	6,000	0	7,500	0	
5427.0 UNIFORMS	0	0	872	0	0	1,000	0	
5428.0 UTILITIES	160	689	954	1,000	0	1,000	0	
5429.0 TELEPHONE	1,074	709	651	1,000	0	1,000	0	
5430.0 INFORMATION TECHNOLOGY (IT) SERVICES	0	0	2,285	2,000	0	3,500	0	
5433.0 EDUCATION & TRAINING	0	990	0	500	0	2,000	0	
5434.0 GRANT EXPENDITURES	2,857	4,456	0	4,000	0	0	0	
5451.0 INSURANCE AND SURETY BONDS	0	703	3,684	2,600	0	3,700	0	
5461.0 MISCELLANEOUS	50	50	100	100	0	200	0	
Total Police	156,031	168,903	176,217	192,604	0	195,032	0	
Fire								
5511.0 SALARIES AND WAGES	341,620	351,147	340,039	364,989	0	366,426	0	
5511.1 TRANSPORT SALARIES AND WAGES	2,200	595	0	0	0	0	0	
5513.0 EMPLOYEE BENEFITS	41,940	53,492	26,750	27,000	0	28,000	0	
5514.0 MEDICAL BENEFITS	0	0	29,988	29,000	0	36,000	0	
5515.0 EMPLOYEE RETIREMENT	38,841	30,977	34,612	30,000	0	44,500	0	
5523.0 STATION MAINTENANCE AND REPAIR	2,818	14,192	1,936	5,000	0	5,000	0	
5524.0 OFFICE EXPENSE & SUPPLIES	9,987	9,291	3,864	8,500	0	3,500	0	
5524.1 UNIFORMS	5,999	3,571	4,332	5,000	0	5,000	0	
5525.0 EQUIPMENT - SUPPLIES & MAINT	11,949	15,629	7,085	9,000	0	6,000	0	
5525.1 MAINTENANCE - E31	1,529	702	7,034	3,400	0	25,500	0	
5525.15 MAINTENANCE - E32	1,065	6,899	3,005	3,000	0	10,000	0	
5525.2 MAINTENANCE - R31	5,065	1,352	130	4,000	0	3,000	0	

Big Water Municipal Corporation
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
5525.3 MAINTENANCE - R32	530	0	0	0	0	0	0	
5525.4 MAINTENANCE - A31	762	105	0	0	0	0	0	
5525.5 MAINTENANCE - A32	(38)	0	79	0	0	0	0	
5525.6 MAINTENANCE - BR31	792	690	0	1,000	0	1,000	0	
5525.7 MAINTENANCE - CH30	2,425	3,050	1,591	2,000	0	2,000	0	
5526.1 FUEL - BRUSH TRUCK 31	0	188	450	500	0	500	0	
5526.2 FUEL - ENGINE 31	2,002	2,771	823	1,500	0	1,200	0	
5526.3 FUEL - ENGINE 32	2,042	98	625	1,500	0	1,200	0	
5526.31 FUEL - R31	1,983	531	793	1,500	0	1,200	0	
5526.32 FUEL - R32	2,588	0	0	0	0	0	0	
5526.4 FUEL - A32	(257)	0	0	0	0	0	0	
5526.5 FUEL - CH30	0	5,153	2,836	4,000	0	3,000	0	
5527 EQUIPMENT - FIRE	0	210	535	1,000	0	4,000	0	
5527.1 EQUIPMENT - HAZMAT	0	(2,138)	0	0	0	0	0	
5528.0 UTILITIES	6,101	7,016	5,471	7,000	0	7,000	0	
5529.0 TELEPHONE	730	3,348	2,590	2,500	0	2,500	0	
5530.0 GRANT EXPENDITURES	2,446	9,963	0	0	0	0	0	
5530.1 QUICK RESPONSE VEHICLE GRANT	66,227	0	0	0	0	0	0	
5533.0 EDUCATION & TRAINING	3,902	3,714	4,047	4,000	0	4,000	0	
5533.1 EDUCATION & TRAINING SUPPLIES	286	1,243	737	1,000	0	1,000	0	
5534.0 TRAVEL EXPENSES	7,034	5,907	826	3,000	0	2,500	0	
5535.0 WILD LAND	9,230	1,805	571	1,000	0	1,000	0	
5536 ATTORNEY	0	1,810	2,232	1,000	0	1,000	0	
5537 PUBLIC RELATIONS	0	1,915	1,459	2,000	0	2,000	0	
5551.0 INSURANCE AND SURETY BONDS	1,378	17,726	15,451	20,000	0	15,500	0	
5561.0 MISCELLANEOUS	4,037	1,538	2,113	1,500	0	1,500	0	
5567.0 FIRE HOUSE LEASE PMT	11,360	11,240	11,120	11,120	0	12,000	0	
5568.0 FIRE TRUCK LEASE PMT	12,945	12,885	12,825	12,825	0	12,765	0	
Total Fire	601,519	578,615	525,947	588,834	0	609,791	0	
Building								
5611.0 SALARIES AND WAGES	11,059	11,280	11,847	11,000	0	11,000	0	
5613.0 EMPLOYEE BENEFITS	528	612	572	550	0	550	0	
5621.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	1,060	1,154	0	500	0	500	0	
5623.0 TRAVEL	281	0	0	0	0	0	0	
5624.0 OFFICE EXPENSE & SUPPLIES	458	0	22	500	0	500	0	
5633.0 EDUCATION & TRAINING	690	0	0	2,000	0	1,000	0	
Total Building	14,076	13,047	12,441	14,550	0	13,550	0	
Total Public safety	771,626	760,564	714,605	775,988	0	818,373	0	
Highways and public improvements								
Highways								
6110.0 Streets SALARIES & WAGES	7,975	7,150	6,325	7,150	0	7,150	0	
6113.0 Streets BENEFITS	699	553	484	1,000	0	600	0	
6120.0 Streets debt service - principal	21,000	21,000	0	0	0	0	0	
6121 Streets debt service - interest	630	315	0	0	0	0	0	
6127.0 Streets REPAIRS & MAINTENANCE	5,970	2,165	2,088	26,000	0	10,000	0	
6140 Road Development	432	23,184	0	0	0	0	0	

Big Water Municipal Corporation

Budgeting Worksheet

10 General Fund - 07/01/2026 to 06/30/2027

100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
6140.1 US 89 HWY TURNOUT PROJ	2,709,422	0	0	0	0	0	0	
6163.0 CLASS C ROAD PROGRAM	4,022	42,013	5,465	35,850	0	52,250	0	
Total Highways	2,750,149	96,379	14,362	70,000	0	70,000	0	
Total Highways and public improvements	2,750,149	96,379	14,362	70,000	0	70,000	0	
Parks, recreation, and public property								
Parks & Recreation								
6411.0 SALARIES AND WAGES	461	4,600	5,001	6,000	0	6,000	0	
6412.0 VISITOR CENTER SALARIES AND WAGES	0	0	927	12,428	0	0	0	
6413.0 EMPLOYEE BENEFITS	0	0	138	0	0	500	0	
6424.0 OFFICE EXPENSE & SUPPLIES	0	0	31	0	0	0	0	
6425.0 EQUIPMENT - SUPPLIES & MAINT	706	373	18	800	0	800	0	
6427.0 BLDG & GRNDS - SUPPLIES/MAINT	30	1,107	300	55,700	0	700	0	
6428.0 UTILITIES	1,030	3,890	5,590	5,000	0	6,000	0	
6461.0 MISCELLANEOUS	0	24	0	500	0	0	0	
Total Parks & Recreation	2,228	9,994	12,004	80,428	0	14,000	0	
Total Parks, recreation, and public property	2,228	9,994	12,004	80,428	0	14,000	0	
Transfers								
9092.0 TRANSFERS TO MBA	24,305	0	0	0	0	0	0	
Total Transfers	24,305	0	0	0	0	0	0	
Total Expenditures:	3,810,583	1,097,393	949,389	1,189,331	0	1,157,128	0	
Total Change In Net Position	(101,641)	66,173	13,160	0	0	0	0	

Big Water Municipal Corporation
 Budgeting Worksheet
 21 Municipal Building Authority - 07/01/2026 to 06/30/2027
 100.00% of the fiscal year has expired

	2024 Actual	2025 Actual	2026 Actual	2026 Budget	2027 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Miscellaneous revenue								
3680 FIREHOUSE RECEIVABLE	11,360	11,240	11,120	11,120	0	12,000	0	
3685.0 FIRE TRUCK RECEIVABLE	12,945	12,885	12,825	12,825	0	12,765	0	
Total Miscellaneous revenue	24,305	24,125	23,945	23,945	0	24,765	0	
Contributions and transfers								
3810 TRANSFER FROM GENERAL FUND	24,305	0	0	0	0	0	0	
Total Contributions and transfers	24,305	0	0	0	0	0	0	
Total Revenue:	48,610	24,125	23,945	23,945	0	24,765	0	
Expenditures:								
Debt service								
4250 Firehouse Loan Principal	8,000	8,000	8,000	8,000	0	9,000	0	
4251 Firehouse Loan Interest	3,360	3,240	3,120	3,120	0	3,000	0	
4252 Fire Truck Loan Principal	12,000	12,000	12,000	12,000	0	12,000	0	
4253 Fire Truck Loan Interest	945	885	825	825	0	765	0	
Total Debt service	24,305	24,125	23,945	23,945	0	24,765	0	
Total Expenditures:	24,305	24,125	23,945	23,945	0	24,765	0	
Total Change In Net Position	24,305	0	0	0	0	0	0	

**INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID IN FIRE RESPONSE
BETWEEN THE TOWN OF BIG WATER AND THE CITY OF PAGE**

This Intergovernmental Agreement is made as of _____, 2026 by and between the Town of Big Water ("Big Water"), a municipal corporation and political subdivision of the State of Utah, and the City of Page ("Page"), a city established under the laws of the State of Arizona (collectively the "Parties"), pursuant to authority granted to each entity under Arizona Revised Statutes § 11-952, and Utah Code § 11-13-201, *et. seq.* This agreement may be considered a mutual aid agreement, cooperative agreement, or memorandum of understanding between the Parties.

WHEREAS, the Town of Big Water, Utah, and the City of Page, Arizona, desire to enter into this mutual aid agreement with respect to structure and non-structure fire response as authorized by Arizona Revised Statutes 11-952, and by Utah Code Sections 11-13-201 *et. seq.*;

WHEREAS, the aforementioned Parties are experiencing increased common problems in those areas adjoining their contiguous borders, which require mutual cooperation between the Parties; and

WHEREAS, it is desirable that each of the Parties hereto should voluntarily assist each other on an "as needed" basis in the event of fire disasters or fire emergencies by the interchange of fire responses; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on an interstate basis; and

WHEREAS, this agreement for mutual aid does not create an interlocal or intergovernmental entity; and

WHEREAS, it is the purpose of this agreement to permit the aforementioned Parties to make the most efficient use of their powers by enabling them to cooperate with governmental units of other named states on a basis of mutual advantage when permitted by applicable law to do so, and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, the Parties hereto in consideration of the matters and things hereinafter set forth hereby agree as follows:

SECTION 1. Definitions

- a) "Party" means each of the governmental entities named in the preamble hereinabove or such entities acting by their respective fire departments, if the context so requires.
- b) "Requesting Party" means any party requesting assistance in response to a structure or non-structure fire from any other Party.

- c) "Assisting Party" means any Party providing a response for a structural or non-structure fire to a Requesting Party.
- d) "Chief" or similar title means that person who is a department or agency head with responsibility for the management of fire response within their jurisdiction, or his/her duly authorized representative having the primary responsibility for the management of fire response within their jurisdiction or territory, whether designated by appointment or election.

SECTION 2. Purpose.

The purpose of this agreement is to obtain maximum efficiency in cooperative fire operations through mutual aid and assistance within each Party's jurisdiction pursuant to a request made by the Chief of the Requesting Party.

SECTION 3. Consent to Extension of Fire Authority.

To the extent permitted by law, the Parties agree that the employees or volunteers of an Assisting Party may provide mutual aid in the event of fire emergencies when requested by the Chief of the Requesting Party as set forth in Section 4.

In all instances of assistance, the Assisting Party shall render any such assistance as it can give consistent with its own fire needs at the time. Each Party agrees that this agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond not otherwise imposed by applicable law. This agreement shall not be binding upon, nor inure to the benefit of or establish any cause of action for, any person or entity not a party hereto.

Neither Party is required to render aid to the other. The Chief or Chief's designee of the Requesting Party shall be the sole judge of how much assistance is needed, and the Chief or Chief's designee of the Assisting Party shall have the sole discretion to determine the level and amount of resources, including equipment and personnel, to be devoted in response to the requested assistance; and neither Party is in any way liable to the other or to any other person, firm, agency, or corporation for the determination to provide or not to provide, or to limit the amount of assistance provided in response to a request.

SECTION 4. Requests.

Requests for Mutual Aid shall be made through presently established communications systems. All requests for assistance shall be made to the Chief or Chief's designee of the Assisting Party. Responses to requests for fire mutual aid outlined in this agreement shall be limited to that area included within the Requesting Party's jurisdiction or territory in Utah or Arizona and within those two states.

A firefighter from the state of the Assisting Party, when responding to a request for assistance under this Section, is not assigned to a fire response duty in the state of the Requesting Party under the terms of this agreement but shall be considered as providing emergency aid. Nothing in this agreement shall be interpreted or construed to mean that any firefighter from the state

of the Assisting Party is regularly assigned to fire response duty in the state of the Requesting Party.

SECTION 5. Control In Assistance Operations.

A Requesting Party shall have and exercise general control of directing any Assisting Party to places where they are needed; however, the commanding firefighter for any Assisting Party shall be responsible for exercising exclusive control over the Assisting Party's forces/employees in response to the general directions of the Requesting Party. The Requesting Party will assign personnel to advise responding firefighters of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence.

Firefighters of the Requesting Party will be primarily responsible for the impounding or safeguarding of lives or property within the territorial boundaries of their state. When a responding firefighter of the Assisting Party while in the requesting state provides treatment or takes possession of any property in providing a fire response, the firefighter personnel shall relinquish possession of property or responsibility for care and treatment of said person or property at the earliest convenience to a firefighter of the Requesting Party for disposition in accordance with the laws of the requesting state.

Firefighters of the Assisting Party, who are subpoenaed to court as a direct or indirect result of providing assistance, shall honor all subpoenas under the conditions set forth in this agreement.

SECTION 6. Responsibility for Damages and Mutual Indemnification.

Each Party shall be solely responsible and made liable for claims, demands, or judgments (including costs, expenses, and reasonable attorney's fees) resulting from personal injury to any person or damage to any property arising out of the acts of the Party or any representative, principal, employee, firefighter, official, director or agent of that Party.

To the extent permitted by Arizona and Utah law, as applicable, each Party (the "Indemnifying Party") hereby agrees to defend, indemnify and hold the other Party as well as the other Party's agents, representatives, principals, employees, firefighters, officials, officers, and directors (collectively, the "Indemnified Party") harmless for, from, and against any loss, damage or expense, including reasonable attorney's fees and costs incurred or suffered by or threatened against the Indemnified Party for a claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation to the extent caused by the negligence or willful misconduct of the Indemnifying Party or any of its representatives, principals, employees, firefighters, officials, directors or agents; provided, however, that an Indemnifying Party shall have no obligation to indemnify the Indemnified Party to the extent the claim arises out of the fault or negligence of the Indemnified Party.

The Parties recognize this it is the responsibility of each Party to maintain appropriate insurance, including workers compensation. Each Party will ensure that their employees are notified in accordance with applicable provisions of workers compensation laws. Big Water will at all times provide workers compensation coverage for Big Water personnel, and Page will at all times

provide workers compensation coverage for Page personnel. For the purposes of workers' compensation, each Party's employees are deemed employees of the other Party.

SECTION 7. Provision of Equipment.

In rendering mutual aid, each Requesting Party and Assisting Party shall be responsible for the provision and maintenance of its own equipment, materials, and supplies except in cases of emergency wherein it appears to the firefighter(s) immediately involved that the sharing or use of equipment owned or furnished by the other Party is necessary or proper.

SECTION 8. Reports.

After occurrences wherein mutual aid was required and given, the Parties shall make an interchange of all reports arising out of such operation; provided, however, that nothing in this Section shall purport to waive, limit, or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

SECTION 9. Manner of Funding.

Each Party hereto shall within its lawful methods of funding, reasonably seek to provide in its annual budget for payment of the costs and expenses of performance of its obligations undertaken pursuant to this agreement. Neither Party shall be reimbursed by the other Party for the cost of providing mutual-aid assistance incurred pursuant to this agreement unless otherwise agreed in writing.

SECTION 10. Duration.

This agreement shall remain in full force and effect for five (5) years following the Effective Date unless terminated by one of the Parties pursuant to U.C.A. 11-13, *et seq.* This agreement may also be subject to termination pursuant to each respective state's applicable laws, including (without limitation) A.R.S. Section 38-511. This agreement may be extended or renewed for similar terms under the same terms and conditions, with approval of the Governing Body of each Party. Failure to extend or renew this agreement shall not cause this agreement to lapse, but modify and extend the agreement on a month-to-month basis, under the same terms, until formally extended, renewed, or terminated.

SECTION 11. Termination; Disposition of Property Thereupon.

This agreement may be terminated in whole or in part as to either Party hereto on notice by that Party given in writing to the other Party hereto not less than thirty (30) days in advance of the contemplated termination. Upon such termination all property not owned by the terminating Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession should be given.

SECTION 12. Joint Fire Operations Included.

Any joint fire operation, present or future, in which the facilities, equipment, or personnel of either of the Parties to this agreement are utilized, shall be deemed within the purview of this agreement and be subject to all the provisions hereof unless otherwise provided for by specific agreement among the Parties thereto.

SECTION 13. Miscellaneous.

- a) Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party hereto other than as expressly set forth herein.
- b) Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this agreement as to them appear desirable, provided that such are acceptable to the other Party.
- c) This agreement shall be effective upon the execution of two (2) originals by the Parties hereto, and upon one (1) original being deposited with the keeper of records of each of the Parties hereto (the "Effective Date").
- d) All fire and , all of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief disability, workmen's compensation, and other benefits which apply to the activity of the firefighters, agents, or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this agreement.
- e) Nothing in this agreement, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of any immunity applicable to any Party. All privileges and immunities from liability enjoyed by the Parties shall apply to the same degree and extent when acting in pursuance of this agreement.
- f) If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.
- g) The attorney for each Party has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the state of the Party.
- h) A person from an Assisting Party who is providing aid or assistance under this agreement must be certified, permitted, or otherwise qualified to provide services rendered in the state of response. It is the responsibility of the Assisting Party to ensure that they are qualified to render any assistance that is requested.

IN WITNESS WHEREOF, the Chiefs of the Parties hereto have severally given their respective consents, and the Parties hereto have executed this agreement by and through their respective officers duly authorized.

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The Town of Big Water, UTAH

The City of Page, ARIZONA

David Schmuker
Mayor

Steven Kidman
Mayor

Cameron Westenskow
Fire Chief

Jeff Reed
Fire Chief

Justin Wayment
Town Attorney

Josh Smith
City Attorney

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and _____ BIG WATER (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
- 3. "Catastrophic Wildfire" means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. "Cooperative Agreement" means the same as the term is defined in Utah Administrative Code R652-1-200.
5. "Delegation of Fire Management Authority" means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. "Direct Expenditure" means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. "Direct Payment" means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. "Director" means the division director of FFSL.
9. "Eligible Entity" means the same as the term is defined in Utah Code Section 65A-8-203.
10. "Extended Attack" means actions taken in response to wildland fire after Initial Attack.
11. "Firefighter" means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. "Initial Attack" means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. "In-Kind Activity" means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. "Minimum Billing Threshold" means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. "Participation Commitment" means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. "Participating Entity" means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
 - a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
 - b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
 - c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
 - d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
 - a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
 - b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
 - a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
 - a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
 - c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
 - d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
 - e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
 - f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).
5. Reporting.
- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
 - b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
 - c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
 - d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
 - e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
 - b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
 - c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.
7. Appeals.
- a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202-202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildland fire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
 - d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

- Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).
2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
 3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
 4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
 5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
 6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

- Probation Notice time frame if the underlying noncompliance is not timely remedied; and
- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
 5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan (“CWPP”) or, subject to FFSL’s approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following 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 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

- to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
 6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
 7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
 8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
 9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

_____	_____	_____
FFSL Area Manager Signature	Name	Date

_____	_____	_____
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

_____	_____	_____
Chief Executive Signature	Name	Date

**APPROVED AS TO FORM
UTAH ATTORNEY GENERAL'S OFFICE**

 _____ <small>Connor Arrington (Jan 15, 2026 13:27:10 MST)</small>	<u>Connor Arrington</u>	<u>01/15/2026</u>
Assistant Attorney General Signature	Name	Date

**BIG WATER TOWN
ORDINANCE 08-2026 WILDLAND URBAN INTERFACE CODE**

AN ORDINANCE OF BIG WATER, KANE COUNTY, UTAH ADOPTING THE 2024 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE; PROVIDING FOR REGULATION OF CONSTRUCTION, DEVELOPMENT, AND FIRE PROTECTION IN WILDLAND-URBAN INTERFACE AREAS; PROVIDING FOR THE ADOPTION OF RELATED STANDARDS AND APPENDICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Big Water Municipal Corporation finds that the protection of life, property, infrastructure, and natural resources from wildland fire hazards is a matter of public health, safety, and welfare; and

WHEREAS, the Town Council recognizes that development within or adjacent to wildland areas presents increased risks associated with wildfire, including threats to structures, emergency responders, utilities, and public infrastructure; and

WHEREAS, the International Code Council has published the 2024 International Wildland-Urban Interface Code establishing minimum regulations intended to mitigate the hazards associated with wildland fire exposure; and

WHEREAS, the Town Council finds it to be in the best interest of the Town and its residents to adopt the 2024 International Wildland-Urban Interface Code for the purpose of establishing minimum standards for defensible space, fire-resistant construction, access, water supply, and vegetation management within designated wildland-urban interface areas;

WHEREAS, the Town Council of Big Water Municipal Corporation conducted a duly noticed public hearing on _____ regarding the proposed adoption of the 2024 International Wildland-Urban Interface Code, received public comment, and considered the recommendations of Town staff, fire officials, and other interested parties prior to adoption of this Ordinance; and

NOW THEREFORE, be it ordained by the Council of the Big Water Town, in the State of Utah, as follows:

SECTION 1: **ADOPTION** “8.03 Wildland Urban Interface Code” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

8.03 Wildland Urban Interface Code(*Added*)

SECTION 2: **ADOPTION** “8.03.010 Adoption Of The Code” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

8.03.010 Adoption Of The Code(*Added*)

The 2024 Edition of the International Wildland-Urban Interface Code, as published by the International Code Council, including all chapters, appendices, and referenced standards as adopted by the Town, is hereby adopted by reference as part of the ordinances of Big Water Municipal Corporation, as though fully set forth herein, subject to the amendments, deletions, additions, and exceptions contained in this Ordinance and as may subsequently be amended by law.

SECTION 3: **ADOPTION** “8.03.020 Applicability” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

8.03.020 Applicability(*Added*)

The provisions of the 2024 International Wildland-Urban Interface Code shall apply within all areas designated by the Town as Wildland-Urban Interface Areas, including all new construction, additions, alterations, site development, and other activities regulated by the Code.

SECTION 4: **ADOPTION** “8.03.030 Administration And Enforcement” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

8.03.030 Administration And Enforcement(*Added*)

The provisions of this Ordinance and the adopted Code shall be administered and enforced by the Building Official, Fire Code Official, Fire Chief, or their authorized designee(s). Such officials are authorized to interpret and enforce the provisions of the adopted Code consistent with applicable law and adopted municipal procedures.

For purposes of administration and enforcement, all property within the municipal boundaries of Big Water is hereby designated as a Wildland-Urban Interface Area.

SECTION 5: **ADOPTION** “8.03.040 Penalties” of the Big Water Municipal Code is hereby *added* as follows:

ADOPTION

8.03.040 Penalties(*Added*)

Any person violating any provision of this Ordinance or the adopted Code shall be subject to the penalties and remedies provided under applicable Town ordinances and Utah law.

Each day a violation exists may constitute a separate offense.

SECTION 6: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 7: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 8: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE BIG WATER TOWN COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor David Schmuker	_____	_____	_____	_____
Council member Jim Lybarger	_____	_____	_____	_____
Council member Jennie Lassen	_____	_____	_____	_____
Council member Tara Chiasson	_____	_____	_____	_____
Council member Mark Gangola	_____	_____	_____	_____

Presiding Officer

Attest

David W. Schmuker, Mayor

Abigail Palsgrove, Clerk, Big Water Town

RESOLUTION No. 2026-15

A RESOLUTION OF THE BIG WATER TOWN COUNCIL DELEGATING AUTHORITY TO THE ADMINISTRATIVE CONTROL BOARD OF THE GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER, CLARIFYING NON-DELEGABLE POWERS, AND RATIFYING ALL PRIOR ACTIONS

WHEREAS, Big Water Town (“the Town”) created the Glen Canyon Special Service District of Big Water (“the District”) pursuant to Utah Code Title 17D; and

WHEREAS, Utah Code § 17D-1-301 designates the legislative body of the municipality as the governing body of a special service district, authorizes the legislative body to create an administrative control board, and authorizes the legislative body to delegate any of its governing powers to that board; and

WHEREAS, Utah Code § 17D-1-103 establishes the powers that a special service district may exercise when such powers are delegated by the governing body, including adopting budgets, setting rates, hiring personnel, entering contracts, undertaking capital projects, and administering District services; and

WHEREAS, since the creation of the District, the Administrative Control Board has historically exercised operational, administrative, financial, and policy-related authority based on longstanding practice and direction from the Town; and

WHEREAS, the Town Council desires to formally delegate the maximum extent of legally delegable authority to the Administrative Control Board, to expressly identify the powers that remain non-delegable by law, and to ratify all prior actions of the District Board and Town Council relating to the District.

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

1. Default Board Composition.

Unless legally disqualified under Utah Code § 17D-1-304, or employed by the Special Service District, each member of the Big Water Town Council shall also serve as a member of the GCSSD Administrative Control Board.

2. Appointment Authority Reserved to Town Council.

Appointment, reappointment, or removal of Administrative Control Board members shall remain exclusively with the Town Council pursuant to Utah Code § 17D-1-303 and Utah Code § 17B-1-304. This authority may not be delegated.

3. Delegated Powers.

The following powers, including all other powers authorized under Utah Code § 17D-1-103, are hereby delegated to the Administrative Control Board of the Glen Canyon Special Service District of Big Water:

- a. Adoption and operation of the District’s annual budget.

- b. Fixing, setting, and adjusting all District rates, fees, and service charges.
- c. Operational administration of District services, utilities, facilities, and systems.
- d. Hiring, supervision, evaluation, discipline, and termination of District employees and contractors, and administration of other personnel matters deemed appropriate by the District.
- e. Adoption and enforcement of District policies, procedures, rules, and administrative guidelines.
- f. Contracting and procurement authority consistent with applicable law, including approval of expenditures within budget.
- g. Planning, managing, and implementing capital projects, improvements, and major equipment acquisitions.
- h. Acquisition, sale, and disposal of personal property, equipment, tools, materials, and supplies necessary for District operations.
- i. Administrative duties including billing, collections, maintenance, operation, and general management.
- j. Acceptance of government grants or loans; issuance of bonds; borrowing of funds; and incurring indebtedness to the extent authorized under applicable law.

4. Non-Delegable Powers Reserved to Town Council.

The following powers are legally non-delegable and remain vested solely in the Town Council:

- a. Appointment, reappointment, or removal of Administrative Control Board members (Utah Code § 17D-1-303).
- b. Dissolution, restructuring, withdrawal, or reorganization of the District, its service authority, or its Board (Utah Code § 17D-1-601-604).
- c. Any power expressly reserved to the governing body under Utah Code Title 17D or other applicable law.

5. Ratification of All Prior Actions.

The Town Council hereby ratifies, approves, confirms, validates, and adopts all past actions taken by the Administrative Control Board, the Town Council acting as the Board, and any District or Town officer, employee, contractor, or agent acting under the direction of either body, from the date of the District's creation to the adoption of this Resolution, including but not limited to:

- all policies, procedures, and administrative rules;
- all budgets, rates, fees, and charges;
- all contracts, agreements, expenditures, and procurements;
- all personnel actions and employment decisions;
- all operational decisions, projects, improvements, and service-related actions.

All such actions are hereby declared valid, lawful, binding, and fully authorized, as though undertaken pursuant to a formal delegation of authority in effect at the time.

6. Retention of Authority.

Nothing in this Resolution shall be interpreted to expand the powers of the District beyond those authorized by Utah law. The Town Council retains all authorities that are not expressly delegated herein and may amend or revoke this delegation by resolution at any time.

7. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026, by the Big Water Town Council.

BIG WATER TOWN COUNCIL
BIG WATER MUNICIPAL CORPORATION

Mayor

ATTEST:

Town Clerk/Recorder

MEMORANDUM OF UNDERSTANDING

Between:

Glen Canyon Special Service District of Big Water (GCSSD)
60 N Aaron Burr
Big Water, UT 84741

And

Big Water Municipal Corporation (Big Water Town)
60 N Aaron Burr
Big Water, UT 84741

Effective Date: _____

1. Purpose

This Memorandum of Understanding (“MOU”) establishes the terms and conditions under which the Glen Canyon Special Service District of Big Water (“GCSSD”) and Big Water Municipal Corporation (“Town”) agree to share and reimburse certain office-related operational expenses associated with their co-location at 60 N Aaron Burr, Big Water, Utah.

Pursuant to Utah Code 17D-1-103, the parties acknowledge the following statutory requirements:

(4)(a) Each special service district that uses an officer, employee, property, equipment, office, or facility of the county or municipality that created the special service district shall reimburse the county or municipality a reasonable amount for what the special service district uses.

(4)(b) The amount invoiced for what the special service district uses under Subsection (4)(a) may not exceed the actual documented cost incurred, without markup, by the county or municipality.

This MOU is intended to ensure compliance with state law while providing a clear and transparent framework for cost-sharing between the parties.

2. Background

GCSSD and the Town currently occupy shared office space located at 60 N Aaron Burr, Big Water, Utah, which incurs various operational expenses. The parties desire to share these expenses in a manner that reasonably reflects their respective use of the space and associated resources.

3. Terms of Agreement

a. Shared Expenses

Facility and Operational Expenses:

- Electricity
- Water
- Building maintenance
- Bathroom and cleaning supplies
- Telephone services
- Office supplies and office equipment costs
- Town Hall meeting room supplies and equipment
- Contract labor for mutually benefited services
- Other mutually agreed-upon operational expenses directly related to the shared facility

Personnel and Administrative Costs:

- The Town Treasurer shall also serve as the Treasurer of the GCSSD for the purposes of separation of duties including but not limited to dual verification of payments, payroll, deposits, HR duties, etc.
- Additionally, the Town shall reimburse the GCSSD for mileage used for Mayor duties in the GCSSD utility truck. The Mayor/ Water Operator shall keep a log of mileage used for Mayor meetings and purposes.

All shared expenses shall reflect actual documented costs incurred, without markup.

b. Cost Allocation

GCSSD agrees to reimburse the Town thirty percent (30%) of the total monthly shared office and building expenses, unless otherwise amended in writing by both parties.

GCSSD agrees to reimburse the Town fifty percent (50%) of all training and education expenses related to the Treasurer position.

GCSSD agrees to reimburse the Town for twenty percent (20%) of the Treasurer's wages, benefits, and retirement contributions.

Reimbursable expenses from the GCSSD to the Town shall be posted to the clearing account in the Town accounting software under General Ledger account 1581 for operational expenses and General Ledger account 1582 for Treasurer payroll expenses. Payments from the GCSSD for said expenses shall be receipted to the same clearing account.

Health insurance costs for District employees shall be fully reimbursed to the Town.

c. Billing and Payment

- The Town shall provide GCSSD with a monthly itemized ledger detailing all shared expenses charged to the GCSSD with documentation to support all costs.
- GCSSD shall remit payment to the Town for the expenses owed on a monthly basis.
- Any discrepancies shall be addressed in good faith and resolved through mutual agreement.

d. Term and Termination

- This MOU shall become effective on the date listed above and ratify all usage and agreements
- This MOU shall remain in effect until terminated by either party upon 60 days' written notice.
- This MOU may also be terminated at any time by mutual written agreement of both parties.

e. Amendments

This MOU may be amended only by a written document signed by authorized representatives of both GCSSD and the Town.

4. General Provisions

a. Governing Law

This MOU shall be governed by the laws of the State of Utah.

b. Nature of Agreement

This MOU creates enforceable obligations for reimbursement of shared expenses as outlined herein.

c. No Partnership

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the parties.

d. Approvals

This MOU shall become effective only after approval by the governing bodies of both GCSSD and the Town.

5. Signatures

Glen Canyon Special Service District of Big Water (GCSSD)

By: _____

Name: _____

Title: _____

Date: _____

Big Water Municipal Corporation (Town)

By: _____

Name: _____

Title: _____

Date: _____