

BIG WATER MUNICIPAL TOWN COUNCIL
REGULAR MEETING
DRAFT MINUTES

Wednesday June 17, 2026
60 N Aaron Burr, Big Water, Utah 84741
6:30pm Work Session;
Public Hearings 7:00pm; 7:01pm;
7:02pm Council Meeting

WORK SESSION

1. CALL TO ORDER – at 6:31pm

2. ROLL CALL – Jim Lybarger, Mark Gangola, Mayor David Schmuker, Jennie Lassen; one seat is open

3. DISCUSSION ON AGENDA ITEMS – Agree to accept the SSD as is until legal counsel replies and amend then if needed. Budget discussion – Lassen brings up the changes in expenses for the fire dept, still in deficit. Need to find where to cut, where to find revenue. Gangola asks if COLA has been removed, and Lassen said yes. Lassen brings up cutting the appreciation pay for Part-time employees. Fire Chief says the meeting with Amangiri was postponed, no date set yet, so he does not want to count on any income changes there. Lybarger says cut the Appreciation Pay, and if the contract goes through, it can be revisited then. Lassen says they DO appreciate the part-time employees, and this at least doesn't cost them more. It will affect employees, but Lassen hasn't come up with other ideas. Lybarger suggests minor adjustments such as AC settings. Gangola asked about 10k engineering budget. Schmuker confirms the people affected by dropping the AP are post office and fire. Fire Chief says he's noticed that his part timers are always surprised by the extra check, so he knows it's appreciated, but understands if it needs cut. Comes from Salaries and Wages of each dpt. Lassen asked about the 5000 extra property tax. Treasurer explained that it's more we're allowed to collect this year, she always accounts for it but doesn't go to the penny, but this year it's needed, so she put the amount in the budget. Lybarger suggests a bonus later if the town can afford it. Lassen asked if the appreciation pay was in the PPP, and Treasurer said no, and by doing it as an appreciation pay instead of holiday pay, it saved the town a lot of money. SSD Clerk pointed out that is why the AP is voted on every quarter by the Council as it's not in our PPP. Lassen said that is all she has on the budget, others agree. It is close to balanced. Treasurer offers to go update and bring back a balanced budget for the Council to vote on in the meeting.

Schmuker brings up Urban Interface Code. No discussion. Fire Chief said he reached out for a better explanation. Basically if we ever do fit the description, we follow the rules.

Communications Site Agreement discussion – Schmuker said they USED to do something with the school, but it's not at the school now as the fiber optics are there. Mostly emergency communications now. It was discovered that there was no agreement was in place and there should be one. Peggy confirms that the attorney has seen it.

PPP manual discussion, Lassen feels it covers what was discussed. No further discussion.

Certifying Tax Rate – Schmuker said it's something we do every year. Amount is set by the county not by the town.

Discussed adding no Engine Brakes signs to Hwy 89. Schmuker said citizens over time have asked for signs, and it was brought up in the June 8th meeting with them. Would cost the town \$2500 and our marshal dept. would have to enforce it. Concern is that truckers may use the brake more. Lybarger suggests polling the community. Schmuker says he's not saying we shouldn't do it, but to ask the people. Lybarger said he heard 3 trucks do it just today. Lybarger suggests maybe just talk to the gravel pit about talking to their drivers.

Schmuker asked Treasurer about Communications Agreement, it has been through our lawyer, and the Communications people wrote it. Confirmed we have the correct agreement. Asked about the budget, treasurer said the budget is balanced now. Peggy also says we are due to redo our postal contract with the postal service July 1st

4. ADJOURN – at 7:04pm

PUBLIC HEARING 7:00pm - Public Hearing for adopting the Finalized FY budget 2026-2027 – 7:04pm
Schmuker opens Public Hearing on the Budget. No comments. Closed at 7:05

PUBLIC HEARING 7:01pm - Public Hearing for Wildland Urban Interface – 7:05pm Hearing Open to public comments. No comments, Closed 7:06pm

MEETING

CALL TO ORDER- at 7:06pm

1. ROLL CALL – Jim Lybarger, Mark Gangola, Mayor David Schmuker, Jennie Lassen; one seat is open

2. PLEDGE OF ALLEGIANCE – led by Schmuker

3. STATEMENT OF CONFLICT – None by anyone

4. APPROVAL OF APRIL MEETING MINUTES -

- **APPROVAL OF THE May 27th REGULAR MEETING MINUTES** – Motion to approve by Lassen, Second by Lybarger, all in favor

- **APPROVAL OF THE JUNE 2nd SPECIAL MEETING MINUTES** – Motion to approve by Gangola, Second by Lybarger, all in favor

5. MAYOR, COUNCIL, AND DEPARTMENT REPORTS

- **Mayor:** Met with State Hwy Dpt. They are interested in helping the town with the intersection at the gas station. They are going to try to find a way to make it safer. If they want people to turn on Cannonball or Old Glory, they need to put up signs telling people to turn there for the gas station and they agreed. Brown Bros, and because it is summer and they are very busy, they start very early. There have been complaints, and BB has safety equipment on machinery and it does have a bell, and they can't help it, and it's how it'll be. Temp 109, hot windy day, so they are trying to beat the wind and heat. Schmuker asks for patience and not to call and complain. Gangola asked start time, David said 4 UT/3AZ. He has spoken to Eric Langston with SITLA about easements. Explains that the city cannot petition to annex, it must come from the leaser. Steve at the Title company is working on that too.
- **Council:**
 - **GCSSD; Jennie Lassen:** Voted to approve the contract with ProWaste, it will not change over until September as notice had to be given to Republic.
 - **Parks & Recreation; Jennie Lassen:** Working on America250. Pavillion being worked on. It may not be ready by the 4th, but they are trying.
 - **Planning and Zoning:**
 - **Public Safety; Jim Lybarger** read Marshal Johnson's report as he was unable to attend. 32 cases in May, 11 new cases as of report date. Not many details for Marshal dpt. Did two interviews with FD today. Lassen brought up she has been hearing a lots of sirens lately.
- **Fire Chief; Cameron Westenskow:** Chief W said Page will be reviewing the MOU with Page Fire on the 27th. Repairs were 2k less than expected, and that will be billed in July 26/27 budget year. Applied for grants, nothing heard yet, Chief is submitting another grant app to cover SCBA packs. Found two

new grants that open in July and he will apply. 75k & 50k. Two new employees in FD. Ice machine is up and running. 21 calls so far. Rock Canyon Fire, 2500 acres, 0 containment. He agreed that there have been a lot of sirens lately, many car accidents out on the Hwy 89. Already been a busy month. Helicopter yesterday. And for July 5th, the Fire Dept is going to have the helicopter on site at the Potluck, can climb in and take pictures.

- **Marshal; Russ Johnson:**
- **Planning & Zoning Administrator; Denise Wood:**
- **Treasurer: Peggy Short:** Said she passed out the new copies. And lists the line items that were changed to balance the budget. She spoke about the insurance rates, Feds met today, interest rates are going to stay the same and then may rise by the end of the year, which looks good for us.

6. CITIZEN COMMENTS – Clarence comments on J-brakes. Peggy Short as a citizen brought up police car sitting on the lot, instead of the car sitting on the lot, park it where Hwy drivers could see it and slow them down since Hwy safety came up anyway. Tom Arnell, about cars going fast on the highway, and in Fredonia are 35 mph, and no one goes over 35 twice in Fredonia. Suggests reaching out to Fredonia since they have limited resources and find out how they finance their PD so we can have officers out watching too. Schmuker says that 89A is their Main St, but Big Water has frontage roads and no main street. They have crosswalks and all the businesses on the 89. Not to dispute, but to FYI, Big Water is a bit different. Mentions we may end up with a round about.

7. OLD BUSINESS –

a) Discussion and Possible Action on – Resolution 2026-15 Delegating Authority to the Glen Canyon Special Service District – Lassen motioned to adopt Resolution 2026-15 Delegating Authority to the Glen Canyon Special Service District, Gangola Second, All in Favor.

8. NEW BUSINESS

a) Discussion and Possible Action on – Resolution 2026-12, Adopting the Final 2026/2027 Budget – Gangola motioned to approve Resolution 2026-12, Adopting the Final 2026/2027 Budget, with 1,169,728 dollars, Lybarger seconded, All in Favor

b) Discussion and Possible Action on – Ordinance 08-2026, Adopting the Wildland-Urban Interface Code – Lybarger motioned to adopt Ordinance 08-2026, Adopting the Wildland-Urban Interface Code, Lassen seconded, All in Favor

c) Discussion and Possible action on – Approving the Communications Site Agreement – Lassen motioned to approve the Communications Site Agreement, Gangola seconded, All in Favor

d) Discussion and Possible action on – Resolution 2026-13 Approving the changes to Section 14.3 of the Personnel Policies and Procedures Manual – Lassen motioned to adopt Resolution 2026-13 Approving the changes to Section 14.3 of the Personnel Policies and Procedures Manual, Lybarger seconded, all in favor

e) Discussion and Possible action on – Certifying the Tax Rate – Lybarger motioned to certify the tax rate, Gangola seconded, All in favor

f) Discussion and Possible action on – Adding No Engine Brake Signs to Hwy 89 – Gangola and Lybarger want more discussion with citizens, Lassen suggests putting it in the newsletter
Lassen motions to continue at the July Regular Meeting, Lybarger seconded, all in favor

g) Discussion and Possible action on – Approving the Fraud Risk Assessment. – Gangola motions to approve the Fraud Risk Assessment, Lybarger seconds, all in favor

h) Discussion and Possible Action on – Filling Vacant Community Recreation and Enhancement Board Seats for a Two-Year Term – (currently no applicants)

i) Discussion and Possible Action on – Approving Financials and Check Register – Lassen motioned to approve the Financials and Check Register, Gangola seconded, 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—

Motion to enter a Closed Session by ____ for ____, seconded by ____

Closed Meeting Called to Order at:

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

10. RETURN TO REGULAR MEETING—

a) Discussion and Possible Action on Closed Session— NO CLOSED SESSION

11. ADJOURNMENT— Motion to Adjourn by Lybarger, seconded by Gangola. Adjourned at 7:39pm



July 8th, 2026

Mayor and Town Council,

Happy 4th of July to everyone!

- The 4th/5th of July was a huge success. We wanted to give a shout out to the Marshalls Department for their help. We thank the community for their SAFE participation! We look forward to next year's celebration!
- The MOU between Kane County Hospital and City of Page for EMS and Transports has been approved.
- E32 repairs are complete and the truck is back in service. We have some new repairs that will be needed and we will begin the process to gather quotes.
- We are still waiting for notification of whether we will be awarded grants we have applied for.
- We have applied for the AFG grant to cover the cost of SCBA packs. \$265,000. This would include using the funds of \$2700 that we have raised up to this point.
- We have onboarded a few new part time employees and they are being trained up.
- Our SCBA compressor is repaired.
- We had 29 calls in the month of June.
- R31 will be getting new emergency lights this month that will drastically improve the visibility of the vehicle on emergency scenes.
- We have some new fire fighting equipment that will be arriving this month. This will enhance our fire response and our ability to establish quick and reliable water supplies.

Sincerely,

Cameron Westenskow
Fire Chief/Paramedic
Big Water Fire Department



Clerk Bigwater <bigwaterclerk@gmail.com>

Town Council Report for July

1 message

Russell Johnson <rjohnson@bigwaterut.gov>
To: Clerk Bigwater <BigWaterClerk@gmail.com>

Tue, Jul 7, 2026 at 2:30 PM

The Marshal's Department had 32 cases in June and has 5 new July cases as of 7/7/26. We have 4 ongoing cases.

--

Marshal Russell Johnson Badge#1321
Big Water Marshal's Department
Big Water Utah (435) 675-3760
rjohnson@bigwaterut.gov



Drawer 410127, 60 N Aaron Burr, Big Water, UT 84741-2127
Office (435) 675-3760 | Fax (435) 675-3736 | Fire Department (435) 675-5837

July 2026

Subject: Planning and Zoning Administrator Report

1. We had one building permits approved last month and currently no new building permit applications
2. Continuing to be going over some existing ordinances to bring them up to Utah code.
3. Continue to Work on land use Authority, annexation and land compliance procedures and ordinances
4. Recent Complaints being investigated
5. Answering numerous emails, calls and inquiries pertaining to zoning and permits
6. Reviewing pre-building plans
7. Monitoring open building permits
8. Sent compliance letters. Have had some responses and we are continuing to work with these landowners
9. Continuing to work with Planning and Zoning

Denise Wood
Planning & Zoning Administrator

Explanation of an Overlay Zone for P & Z Purposes

An **overlay zone (or overlay district)** is a planning and zoning tool used in land use regulations. Despite the name, an overlay is **not** a physical layer, map sheet, or transparent acetate placed over another map. Rather, it is an **additional set of regulations** that applies to specific geographic areas while the property's underlying zoning remains in effect.

Think of it this way:

- The **base zoning district** (such as Residential, Commercial, or Industrial) establishes the primary permitted uses and development standards for a property.
- An **overlay zone** adds **supplemental requirements, standards, or allowances** that apply only within a designated area because of unique circumstances or community goals.

For example, a Historic Overlay, Flood Hazard Overlay, Scenic Corridor Overlay, or Airport Overlay may require additional design standards, safety measures, or development restrictions beyond those found in the underlying zoning district.

The term "**overlay**" refers to the fact that these additional regulations are applied *in addition* to the underlying zoning—not because a physical transparent map is placed over another map. While planning departments may create maps showing the overlay boundaries, those maps are simply a visual representation of where the additional regulations apply.

**BIG WATER TOWN
ORDINANCE 02-2026 COMMERCIAL ZONES SUPPLEMENTARY
DEVELOPMENTAL STANDARDS**

**AN ORDINANCE AMENDING TITLE 15 OF THE BIG WATER TOWN CODE TO
ENACT COMMERCIAL AND INDUSTRIAL ZONES SUPPLEMENTARY
DEVELOPMENTAL STANDARDS AND APPENDICES**

WHEREAS, the Town of Big Water (“Town”) is empowered under Utah law to enact land use regulations promoting the health, safety, and welfare of its residents; and

WHEREAS, Title 15 of the Big Water Town Code establishes zoning districts and provides for the regulation of land uses therein; and

WHEREAS, the Town has identified a need to adopt supplementary development standards for the commercial zoning districts (C-1, C-2, C-3) and industrial zones supplementary development standards for the industrial zoning districts (I-1, I-2) to ensure high-quality development, protect public safety, preserve the Town’s character, and promote desirable economic activity; and

WHEREAS, the Planning and Zoning Board has reviewed proposed standards relating to building height, temporary structures, yard regulations, setbacks, landscaping, design standards, storage, and related provisions, and has recommended their adoption; and

WHEREAS, the Town Council finds that such standards further the purposes of the Big Water Zoning Ordinance and serve the long-term planning goals of the community; and

WHEREAS, the Town also finds it necessary to include as an appendix a permitted-uses chart for the C-1, C-2, and C-3 commercial zoning districts and I-1 and I-2 industrial zones supplementary standards; and

WHEREAS, after duly noticed public hearing, held on February 18, 2026, the Town Council has determined that adopting these standards promotes the public welfare and is in the best interest of the Town of Big Water;

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

SECTION 1: AMENDMENT “15.20.010 Zoning By Districts” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.20.010 Zoning By Districts

In accordance with the requirement of the Utah Code that zoning within municipalities be by districts, Big Water Town, as shown on the Big Water Zoning Districts Map, is divided into zoning districts that govern the use, intensity and other requirements for the use of all lands located within the Town. The map accompanying this Ordinance, the Big Water Zoning Districts Map (Zoning Map), and incorporated herein by reference, identifies the location and distribution of the zoning district provided by the Town. All development, use, activity, and all required permits and licenses shall conform to the provisions, standards, and requirements of the applicable zoning district.

To meet the purposes of this Ordinance, the following zoning districts are provided;

1. Residential ~~Estates~~ Zone ~~R-1~~ ~~(RE-2)~~
2. Residential ~~Estates~~ Zone ~~R-2~~ ~~(RE-1)~~
3. Residential ~~Zone R-3~~ ~~(R-1)~~
4. ~~Mixed Use Residential Zone (R-2)~~ Residential Overlay R-4
5. General Commercial Zone (C-1)
6. General Commercial Zone (C-2)
7. General Commercial Zone (C-3)
8. ~~Mixed Use Commercial/Residential (M-1)~~ Commercial Overlay
9. Light Industrial Zone (I-1)
10. Heavy Industrial Zone (I-2)

SECTION 2: AMENDMENT “15.20.020 Zoning District Purpose” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.20.020 Zoning District Purpose

The zoning districts are formulated to provide and achieve the following purposes:

1. ~~RE-1~~ R-1 **Residential Estates Zone.** The ~~R-1~~ ~~RE-2~~ Residential Estates Zone is provided to allow for residential estate uses and neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents of the neighborhood.
2. ~~RE-1~~ R-2 **Residential Estates Zone.** The ~~R-2~~ ~~RE-1~~, Residential Estates Zone is provided to allow for residential estate neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents of the neighborhood.
3. ~~Residential (R-1)~~ R-3 **Residential Zone.** The ~~R-3~~ ~~R-1~~ Residential Zone is provided to allow the opportunity where residential areas may be established, maintained, and protected. The R-1 Zone District also allows for the establishment, with proper controls for public and semi-public uses such as churches, schools, libraries, parks and playgrounds that serve the requirements of families. The regulations are intended to

- prohibit those uses that would be harmful to a residential neighborhood.
4. ~~R-2 Mixed Use Residential Zone~~ R-4 Residential Overlay. The ~~R-4 Residential Overlay~~ R-2 Mixed Use Residential Zone is provided, with the establishment of proper controls to allow the use of manufactured homes. This zone is designed to deal with areas of existing mixed use.
 5. ~~C-1 General Commercial Zone~~. The purpose of the C-1 ~~General~~ Commercial Zone is to ~~provide areas for retail and service activities in locations convenient to serve residents~~; establish and distinguish a "main street" and/or historic downtown commercial area of the Town of Big Water. This zone is characterized by a variety of types of goods and services that complement one another and is intended to facilitate a high density of economic activity in a walkable atmosphere. The C-1 Commercial Zone encourages a mix of store front commercial retail, restaurants, hotels, mixed residential/commercial, and office space.
 6. C-2 Commercial Zone. a. The objective of the C-2 Commercial Zone is to provide space within the Town of Big Water where nearly all types of commercial goods and services may be provided. Since the Zone permits such a wide variety of uses, the protective features which zoning normally affords to adjacent properties are mostly nonexistent. Owners should develop and maintain their property in recognition thereof. b. The C-2 Commercial Zone is located principally along major roadways for maximum visibility to the public. To maximize traffic safety, property owners should work together to provide access, parking, etc. to adjacent parcels and access should be provided in a manner that will minimize the hazard of traffic leaving and entering major roadways.
 7. C-3 Commercial Zone. The principal objective in establishing the C-3 Commercial Zone is to provide space within the Town of Big Water where facilities that serve the traveling public can be most appropriately located. These purposes would include government buildings such as town halls, public safety buildings, and schools. Other purposes for establishing the C-3 Commercial Zone is to promote safety on the highways, to promote the convenience of the traveling public, to promote beauty in the appearance of roadsides and interchanges leading into the Town of Big Water, and to prohibit uses which will tend to be contrary to the use of the land for its primary purposes of which would be unsightly to the traveling public.
 8. ~~M-1 Mixed Use Zone~~ Commercial Overlay. The purpose of the Commercial Overlay ~~M-1 Zone~~ is to provide a variety of uses as an appropriate transition between high-traffic streets and residential uses.
 9. I-1 Light Industrial zone. Manufacturing, processing, storage, or assembly operations that do not produce excessive noise, vibration, odor, glare, or hazardous byproducts and that can operate safely near commercial uses.
 10. I-2 Heavy Industrial Zone. The I-2 zone is provided to allow for heavy industrial uses not allowed in any other zone.

**SECTION 3: ADOPTION “15.23 COMMERCIAL ZONES
SUPPLEMENTARY DEVELOPMENT STANDARDS”** of the Big Water Zoning Code is
hereby *added* as follows:

ADOPTION

**15.23 COMMERCIAL ZONES SUPPLEMENTARY DEVELOPMENT
STANDARDS***(Added)*

SECTION 4: ADOPTION “15.23.010 Purpose” of the Big Water Zoning
Code is hereby *added* as follows:

ADOPTION

15.23.010 Purpose*(Added)*

The purpose of commercial zones supplementary developmental standards is to further the purposes of this Ordinance. Compliance with supplementary standards for a particular use as well as all other requirements of this Ordinance and all other applicable requirements of other Ordinances shall be required for the issuance of any required development approval, license, or permit.

SECTION 5: ADOPTION “15.23.020 Definitions” of the Big Water Zoning
Code is hereby *added* as follows:

ADOPTION

15.23.020 Definitions*(Added)*

The definitions for this Chapter shall be as provided in 15.42.010.

SECTION 6: ADOPTION “15.23.030 Commercial Temporary Structures” of
the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.030 Commercial Temporary Structures(*Added*)

1. "Commercial Temporary Structures" is defined as a temporary structure intended for outdoor use for a limited time, not to exceed ONE HUNDRED SEVENTY-NINE (179) days in any rolling twelve-month (12) period, in a commercial zone. A Commercial Temporary Structure shall be approved by the Big Water Planning and Zoning Board and shall meet the following requirements:

a. Shall not include illumination on the exterior, except for pedestrian safety; b. Shall be removed upon expiration of the permit period, unless an extension is granted by the Town of Big Water; c. May be used for temporary sales, grand openings, holiday promotion, temporary seating, and/or farmer's markets; d. Shall require a permit from the Town of Big Water Building Inspector and pay the required fee(s); e. Shall not block the visibility or normal movement of vehicles and pedestrians; f. Shall not eliminate required parking; g. Shall be maintained in good repair at all times; h. Shall be installed on a hard surface with proper tie downs; i. Shall meet all adopted fire and building codes for a temporary structure; and j. Shall meet all design standards for the underlying zone, except building material requirements (unless specified in the building or fire codes).

2. An Application must be made to the Town of Big Water which specifies the location, design elements, and period of time for which the approval is sought. The Big Water Building Inspector shall approve the application.

SECTION 7: ADOPTION "15.23.040 Height Regulations" of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.040 Height Regulations(*Added*)

No building shall be erected to a height greater than twenty-seven (27) feet, NOT LOWER THAN TWELVE (12) FEET. The height regulation is for fire safety purposes as the current fire safety equipment for the Town of Big Water cannot reach buildings that are of a height greater than twenty-seven (27) feet.

SECTION 8: ADOPTION “15.23.050 Temporary Events On Public Right-Of-Way” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.050 Temporary Events On Public Right-Of-Way*(Added)*

In no case shall business be conducted on public right-of-way except as allowed by a special events permit issued by the Town of Big Water.

SECTION 9: ADOPTION “15.23.060 Minimum Area, Width, And Yard Regulations” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.060 Minimum Area, Width, And Yard Regulations*(Added)*

			<u>Yard Setbacks in Feet</u>		
Zone	Area	Width	Front	Side	Rear
C-1	5,000 sq ft	0	0	0	2
C-2	5,000 sq ft	0	0	0	2
C-3	12,000 sq ft	0	0	0	2

Where a commercial zone abuts a residential zone, building setbacks shall be as follows:

Building Height	Yard Setbacks in Feet		
	Front	Side	Rear
Greater than 16 feet	0	20	20
Less than 16 feet	0	10	10

SECTION 10: ADOPTION “15.23.070 Special Regulations” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.070 Special Regulations*(Added)*

1. All used materials and used merchandise that are not for decorative purpose, except vehicles in running order, shall be stored in an enclosed building or within an enclosure surrounded by a sight-obscuring fence or wall of not less than six (6) feet in height and no material or merchandise shall be stored to a height of more than the height of the enclosing fence or wall.
2. No trash, rubbish, weeds, nor other combustible material shall be allowed to remain on any lot outside of approved containers in any Commercial Zone. No debris, abandoned or dismantled automobile or automobile parts, maritime vessels or similar material shall be stored or allowed to remain on any lot in any Commercial Zone.
3. All solid waste storage facilities shall be located at the rear of the main building or else behind a sight-obscuring fence or wall which will prevent the facility from being seen from a public street.

SECTION 11: ADOPTION “15.23.080 Design Standards For The Commercial Zones (C-1, C-2, C-3)” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.080 Design Standards For The Commercial Zones (C-1, C-2, C-3)*(Added)*

1. The purpose of Design Standards is to maintain the character of the Town of Big Water as a destination community with breathtaking scenery, to preserve the town's corridors, preserve and enhance the rural western character of the downtown/"main street" area, provide a significant landscaped buffer between development and highway uses, minimize curb cuts and access points to highways, and enhance the Town of Big Water's walkable downtown/"main street" atmosphere.
2. In this section, "building surface" refers to any outside portion of the building that is viewable from an adjacent street or walkway, not including the roof.
3. Any design or landscape requirement that apply to C-1 in this chapter, or in any other zoning code, shall also apply to any lots that are located in a future downtown/"main street".
4. Lot and Site requirements are subject to the following:

a. A façade improvement that requires a building permit within the Commercial Zones shall

obtain approval from the Planning and Zoning Board. A façade improvement that does not require a building permit shall obtain approval from the Big Water Planning Coordinator. b. When possible, driveways shall be shared between adjoining properties. Driveways must be placed where they create the least interference with traffic on highways. Driveways and drive-thrus shall be located away from adjoining residentially zoned areas, when feasible, and provide privacy walls and landscape buffers along common boundaries with residences in residential zones. c. The Big Water Planning and Zoning Board shall review all proposals for pedestrian, bicycle paths and trails through the commercial zones. d. Street trees shall be planted in the right-of-way as part of the site landscaping requirements. The trees shall be non invasive species and shall be maintained according to the Town of Big Water landscape requirements. e. Businesses proposing outdoor street front seating and/or dining should consider an adequate front setback in their site plan to accommodate such front area use. f. When new construction and/or when a change of use occurs, parking standards for these businesses shall be considered by the Planning and Zoning Board, see Chapter 15.20.070 Off-Street Parking Requirements. Parking for new buildings in the C-1 Commercial Zone shall be located in the rear, unless access to the rear is not feasible. g. Buildings in the C-1 Commercial Zone shall be located near the sidewalk with setbacks used for pedestrians, plazas, benches, landscaping and outdoor dining areas, but not for parking (unless requiring parking to the side or back is not feasible). Diagonal parking on side streets is permitted within the Downtown/"Main Street" C-1 Commercial Zone in order to create additional downtown parking. h. Trails and sidewalks shall be provided in all new development within (The C-1/All Commercial Zones) in accordance with the Town of Big Water Trails Master Plan. Trails and sidewalks may be located within the setback areas. i. Outdoor Display of Art, or Public Park Facilities: The permanent installation of an outdoor art display, or outdoor recreational equipment, such as bike racks that require a fixed location on or above the ground and is within thirty (30) feet of a UDOT right-of-way, may be allowed as a Conditional Use. j. Building Front Design: In conjunction with a required site plan, architectural designs for new construction and refurbishing the exterior of an existing commercial building are required, addressing the design standards in this section. Site plans or façade improvements in the commercial zones, that require a building permit, need approval from the Building Inspector/Building Coordinator All other construction or refurbishments that do not require a building permit need approval from the Land Use Coordinator. k. The following guidelines apply to new construction or changes to the exterior of an existing commercial building in the C-1 zone:

(1) No high gloss or mirrored metal products shall be permitted on the building surface, unless for trim or decorative purpose that consists of less than ten (10) percent of the building surface. The building surface shall consist of at least two Town approved materials, the predominant material not surpassing eighty-five percent (85%) of the building surface. The ground floor front façade area shall consist of a minimum of twenty-five percent (25%) window area. Town approved materials must be high quality and durable, and include window glass, stucco, rock, stone, metal, brick, and any other material that is substantially similar to these. The following shall not make up more than fifty percent (50%) of the building surface: concrete block, untextured tilt-up concrete panels, or pre-fabricated steel panels. (2) Awnings: Awnings shall not be

vinyl, aluminum, nor have a shiny or glossy appearance. Corrugated metal awnings are allowed. (3) Colors: No fluorescent colors are allowed on building surface or roof. Black cannot be the predominant color of any building surface. Earth tone colors are encouraged. (4) The primary pedestrian entry of the building shall face the street and be identified, defined, and reinforced by significant architectural elements of mass. The appearance of the building front shall present a three dimensional effect through the utilization of such architectural features as pop outs, vertical relief overbuilds, recesses, canopies or porticos supported by columns or protrusions, significant variations in the roof or parapet, etc. (5) The design standards for building fronts described above shall wrap around the building sides adjacent to the primary front, for at least ten (10) feet, unless the Planning and Zoning Board finds that it would be impractical. (6) Building surface shall be broken into smaller elements. Building surface shall be reduced by using a combination of the following techniques: variation in roof lines, variations in wall plane with projections and recessed areas, use of windows on elevations facing a street, and use of vertical accents. (7) The Town of Big Water desires to maintain a rural western theme with desert and dinosaur design elements in the commercial areas, particularly the C-1 Zone. While not required, applicants are encouraged to incorporate western, desert, southwestern, adobe style, rustic stucco and/or dinosaur elements into the design scheme. These western features may including hitching posts, sculptures, public art, covered canopies, benches, dinosaur footprints an other similar features that promote a rural western, desert, southwestern, adobe style, rustic stucco or dinosaur feel.

5. Design Standards unique to the C-3 Commercial Zone:

a. Berms and earthwork screening must be graded and planted in such a manner so as to permit views of primary uses on the site from adjacent entry corridor roadway. Additionally, berm crests shall be contoured and varied in height to avoid a straight-line barrier effect. b. All fences in the C-3 Commercial Zone must be one of the following styles: wooden rail; vinyl fencing; architecturally compatible solid wood or natural stone; stock fences that do not front on State Highway 89; and various forms of steel fencing as determined by the Planning and Zoning Board. Chain link fencing is not allowed except behind front of structure.

SECTION 12: ADOPTION "15.23.100 Other Regulations" of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.100 Other Regulations(*Added*)

1. Other relevant standards and requirements are found in other sections of this Code, including Landscape Requirements in Chapter 15.14.030; Parking Requirements in Chapter 15.20.070, Signs in Chapter 15.20.090 and Site Plan Review in Chapter 15.26. 2. Except those lots or areas in commercial zones that have been designated or adopted to meet the design standards of the C-1 Commercial Zone, all new residential buildings and developments on C-2 and C-3 commercial lots shall comply with Chapter 15. (Multi-Family Residential Zone) or Chapter 15.24.020 (Single Family) in the event of a residential structure.

SECTION 13: ADOPTION "15.23.090 Permitted Uses" of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.23.090 Permitted Uses(*Added*)

The following are permitted uses in the C-1, C-2 and C-3 zones:

<u>Business Type</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>
<u>Restaurant</u>	P	P	NP
<u>Beauty Shop</u>	P	P	NP
<u>Cleaning and Pressing Establishments</u>	P	P	NP
<u>Laundry and Laundry Agency</u>	P	P	NP
<u>Public Garage</u>	P	P	NP
<u>Bank</u>	P	P	NP
<u>Convenience Store</u>	P	P	NP
<u>Dressmaking Shop</u>	P	P	NP
<u>Milling Shop</u>	P	P	NP
<u>Professional Offices</u>	P	P	NP
<u>Camera Store</u>	P	P	NP
<u>Photography or Art Studio</u>	P	P	NP
<u>Social Clubs and</u>			

<u>Lodges</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Drug Store</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Drive-In Business</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Feed and or Fuel Store</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Mortuary</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Printing Establishment</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Carpentry or Cabinet Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Craft Shop</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Farm Machinery Sales Store</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Auto Parts Sales Store</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Tourist Shop</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Recreational Coach Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Theater</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Hotel/Motel</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Radio and Electrical Shop Including Manufacture of Small Parts</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Billiard or Pool Hall (within enclosed building)</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Bowling Alley (within enclosed building)</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Beer Parlor (within enclosed building)</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Dance Hall (within enclosed building)</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Bowing Arena (within enclosed</u>	<u>P</u>	<u>P</u>	<u>NP</u>

<u>building)</u>			
<u>Amusement Enterprise (within enclosed building)</u>	P	P	NP
<u>Shooting Gallery (within enclosed building)</u>	NP	P	NP
<u>Service Station</u>	NP	P	NP
<u>Bakery</u>	P	P	NP
<u>Book and Stationary Store</u>	P	P	NP
<u>Variety Store</u>	P	P	NP
<u>Florist and Gift Shop</u>	P	P	NP
<u>Grocery Store</u>	P	P	NP
<u>Jewelry Store</u>	P	P	NP
<u>Hardware and Appliance Store</u>	P	P	NP
<u>Furniture store</u>	P	P	NP
<u>Meat Market</u>	P	P	NP
<u>Shoe Store</u>	P	P	NP
<u>Auto and Trailer Store</u>	NP	P	NP
<u>News Stand</u>	P	P	NP
<u>Pawn Shop</u>	P	P	NP
<u>Secondhand Store</u>	P	P	NP
<u>Sports Store</u>	P	P	NP
<u>Bicycle Sales and Service Shop</u>	P	P	NP
<u>Car Wash</u>	P	P	NP
<u>Delicatessen</u>	P	P	NP
<u>Department Store</u>	P	P	NP
<u>Clinics, Medical, Dental and Hospital</u>	NP	P	NP
<u>Greenhouse and</u>			

<u>Nursery</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Insurance Agency</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Music Store</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Office Supply, Sales and Service Store</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Pet and Pet supply Store</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Plumbing Store</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Post Office</u>	<u>NP</u>	<u>NP</u>	<u>P</u>
<u>Real Estate Agency</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Toy Store</u>	<u>P</u>	<u>P</u>	<u>NP</u>
<u>Used Car Lot</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Bus Terminal</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Food Processing and Packaging</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Clothing Manufacturing</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Blacksmith Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Machine Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Tire Recapping Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Welding Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Body and Fender Shop</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Laboratories</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Lumber and Planing Mills</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Home Occupation</u>	<u>NP</u>	<u>P</u>	<u>NP</u>
<u>Boat Storage</u>	<u>NP</u>	<u>P</u>	<u>NP</u>

P = Permitted NP = Not Permitted Other uses similar to the above and judged by the Town of Big Water Planning and Zoning Board to be in harmony with the character and intent of the commercial zones. (See BWZC _____)

SECTION 14: AMENDMENT "15.42.010 Definitions" of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.42.010 Definitions

The following definitions are provide for ease of administration and interpretation of the Big Water Zoning Ordinance:

1. **Alcoholic Beverages** – Means "beer" and " liquor" as the terms are defined herein.
2. **Alley** – Any public way or thoroughfare less than 16 feet, but not less than 10 feet in width that has been dedicated or deeded to the public for use.
3. **Alteration** – Any change, addition or modification in construction or occupancy.
4. **Basement** – A story fully or partially below grade.
5. **Beer, Light Beer, Malt Liquor or Malted Beverages** – Means all products that contain 63/100 of one percent of alcohol by volume or ½ of one percent of alcohol by weight, but not more than a percentage as determined by the state of Utah by volume or by weight and are obtained by fermentation, infusion, or decoction of any malted grain. Beer may or may not contain hops or other vegetable products. Beer includes products referred to as malt liquor, malted beverages or malt coolers.
6. **Board of Adjustment** – The Big Water Town Board of Adjustment.
7. **Building** – Any structure used or intended for supporting or sheltering any use or occupancy.
8. **Building, Height of** – As provided by the Building Code, as adopted by Big Water Town.
9. **Building Permit** – Written permission issued by the Big Water Town Zoning Administrator for the construction, repair, alteration, or addition to a structure.
10. **Building, Principal** – The primary building or one of the primary buildings upon a lot.
11. **Building, Public** – A building owned and/or operated or owned and intended to be operated by a public agency of the United States, the State of Utah, County of Kane, Town of Big Water, or any of it's subdivisions.
12. **Carport** – A private garage not completely enclosed by walls or doors. A carport is subject to all the regulation prescribed herein for a private garage.
13. **Child** – A person 18 years of age, or younger.
14. **Commercial Temporary Structures** - a temporary structure intended for outdoor use for a limited time, not to exceed ONE HUNDRED SEVENTY-NINE (179) days in any rolling twelve-month (12) period, in a commercial zone.
15. **Conditional Use** – A use of land for which a Conditional Use Permit is required pursuant to this Ordinance.
16. **Construction** – The act and/or procedures necessary to establish a building or

structure, including the assembly and installation of materials after the approval and issuance of any license or permit required to authorize the establishment of a building or structure.

17. **Commission** – The Big Water Town Planning and Zoning Commission.
18. **Demolition Project** - a demolition project is the wrecking, salvage, or removal of any load supporting structural member of a regulated facility together with any related handling operations or the intentional burning of any regulated facility. This includes the moving of an entire building but excludes the moving of structures, vehicles, or equipment with permanently attached axles such as trailers, motorhomes, and mobile homes that are specifically designed to be moved.
19. **Development Permit** – Written approval issued by the authorized approval body, empowering the holder thereof to proceed with actions not forbidden by law but not allowed without such authorization.
20. **Domestic Livestock** – Animals that are raised in an agricultural setting to provide labor and produce diversified products for consumption such as meat, eggs, milk, fur, leather, and wool.
21. **Dwelling Unit** - One or more rooms in a structure designed for or occupied by one family for living or sleeping purposes and having its own sanitary facilities.
22. **Equine** - Any member of the horse family, including but not limited to horses, ponies, donkeys, mules, and zebras, whether domesticated or wild. This term encompasses animals used for riding, driving, draft, breeding, boarding, or other agricultural or recreational purposes.
23. **Exotic Animals** - Animals not historically found on farms in Southern Utah. Exotic animals include animals commonly found in zoos and animal preserves and include those not historically endemic to the Southern Utah area.
24. **Floor Area** – The area obtained by multiplying the outside length by the outside width of a building.
25. **Footprint** – The projection of the primary exterior vertical walls of a structure upon the ground. Does not include overhangs, eaves, or systems of poses or supports whose purpose is to support an otherwise unenclosed system of eaves or overhangs.
26. **Foundation** – Concrete footing built to Uniform Building Code.
27. **Frontage** – The length of the front property line of the lot, lots, or tract of land abutting a public street, road, or highway, or rural right-of-way.
28. **Grade** – (Adjacent Ground Elevation) is the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and a line 5 feet from the building, and as provided by the Uniform Building Code, as adopted by Big Water Town.
 - a. Natural Grade – undisturbed soil, none has been added.
 - b. Existing grade – refers to grade at time of construction, when the property was bought. It may be the natural grade or below it.
 - c. Finished grade – refers to the level of the soil when the structure is finished.
29. **Landscaping** – To add vegetative materials to a lot or area.
30. **Legal Lot** – Any land parcel that existed, as recorded in the Office of the Kane County Recorder, with a separate property identification number as provided by the Office of the Kane County Recorder and Office of the Kane County Assessor, prior to

February 7, 1986 and all parcels that were legally created for the purposes of development pursuant to the subdivision requirements of the Town and the laws of the State of Utah after February 7, 1986, but excluding those parcels that were created only for the purposes of transfer of ownership or for agricultural purposes created under Title 59, Chapter 2, Part 5, Farmland Assessment Act.

31. **Licensed Premises** – Any room, house, building, structure or place occupied by any person licensed to sell beer on any premises under this Ordinance; provided, that in any multiroomed establishment, an applicant for a Class B, or Class C License shall designate a room or portion of the building of such business for the sale of beer, which portion so specifically designated in the application and in the license issued pursuant thereto shall be the licensed premises. Multiple dining facilities located in one building and owned or leased by one licensed applicant shall be deemed to be only one licensed premises.
32. **Licensee** – Any person(s) holding any beer, liquor or private club license in connection with the operation of a place of business in the City. This term shall also include any employee of the Licensee.
33. **Liquor** – Means alcohol, or any alcoholic, spiritous, vinous, fermented, malt, or other liquid, or combination of liquids, a part of which is spiritous, vinous, or fermented, and all other drinks, or drinkable liquids that contains more than ½ of 1% of alcohol by volume and is suitable to use for beverage purposes. Liquor does not include any beverage defined as a beer, malt liquor, or malted beverage that has an alcohol content of less than a percentage determined by the state of Utah alcohol by volume.
34. **Lot** – A parcel of contiguous land having frontage upon a street which is or may be a developed or utilized under one ownership or control as a unit site for a permitted or conditionally-permitted use or group of uses.
35. **Lot Coverage** – Lot coverage shall be calculated by taking the ground area of the main and accessory building and dividing that total by the area of the lot.
36. **Lot, Corner** – A lot abutting on two intersecting or intercepting streets where the interior angle of intersection or interception does not exceed 135 degrees.
37. **Lot, Interior** – A lot with no access, the creation of which is prohibited.
38. **Lot, Non-Corner** – A lot other than a corner lot.
39. **Lot Line Adjustment** — Means a recorded agreement between owners of adjoining subdivided properties adjusting their mutual boundary if no new dwelling lot or housing unit will result from the adjustment; and the adjustment will not violate any applicable land use ordinance.
40. **Lot Split/Subdivision of Land** — Any land that is divided, re-subdivided or proposed to be divided into two (2) or more lots, plots, parcels, sites, units, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.
41. **Modular Unit** - A structure built from sections that are manufactured in accordance with the construction standards adopted and transported to a building site, the purpose of which is for human habitation, occupancy, or use.
42. **Natural Waterways** -- Those areas varying in width along streams, creeks, springs, gullies, or washes which are natural drainage channels. No buildings shall be

constructed in natural waterways.

43. **Nonconforming Building or Structure** – A building or structure or portion thereof lawfully existing at the time the Ordinance became first effective which does not conform to all height, are, and yard regulations prescribed in the zone in which it is located.
44. **Nonconforming Sign** – A sign that lawfully existed at the time this Ordinance became effective and which does not conform to the sign regulations of the zone in which it is located.
45. **Nonconforming Use** – A use that lawfully occupied a building or land at the time this Ordinance became effective and which does not conform to the use regulation of the zone in which it is located.
46. **Overhang** – A horizontal or sloped structure, generally an extension of a roof, extending beyond the primary exterior vertical walls otherwise unenclosed.
47. **Parcel Joinder** — Means the joining of a subdivided parcel of property to another contiguous parcel of property that has not been subdivided. Parcel Joinder must comply with all the requirements for vacating or changing a subdivision plat, as identified in the Big Water Subdivision Ordinance (2004-236, adopted 12-21-2004, Section 800-1 Amendment to Recorded Plats).
48. **Parking Lot** – An open area, other than a street, used for the temporary parking of more than four automobiles and available for public use, whether free, for compensation, or as an accommodation for clients, customers, or employees.
49. **Parking Space** – Space within a building, lot, or parking lot for the parking or storage of one automobile.
50. **Person** – Any individual, partnership, firm, corporation, association, business trust, or other form of business enterprise including the receiver or trustee, and the plural as well as the singular number, unless the intent to give a more limited meaning is disclosed by the context.
51. **Pets, Household** – Domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice, pot-bellied pigs, pygmy goats, and other similar animals generally considered by the public to be kept as pets, excluding fowl.
52. **Pier** – A support structure between the ground and the sub-framing of a constructed or manufactured unit, according to the Building Code.
53. **Principal Building** – The primary building or one of the primary buildings upon a lot.
54. **Principal Use** – The primary or predominant use of any lot or parcel.
55. **Sell, Sale, or To Sell** – Any transaction, exchange, or barter whereby, for any consideration, a good is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or under any pretext is promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant, or employee.
56. **Sensitive Lands** – Sensitive areas are defined and identified as:
 - a. Areas of slope with an average 30% grade, or greater, a minimum distance of 100 horizontal feet.

- b. Flood channels as identified by a Federal or State agency.
 - c. Jurisdictional wetlands as identified by the U.S. Army Corps of Engineers.
- 57. **Sign** – Any device used for visual communication and displayed out-of-doors, including signs painted on exterior walls natural objects, and interior illuminated signs to be viewed from out-of-doors, but not including any flag, badge, or ensign of a government agency.
 - 58. **Sign, Advertising** – A sign that directs attention to a use conducted, product or commodity, or service related to the premises.
 - 59. **Sign, Business** – A sign that directs attention to a use conducted, product or commodity sold, or service performed upon the premises.
 - 60. **Sign, Identification** – A sign displayed to indicate the name or nature of buildings or uses other than commercial or industrial uses located upon the premises.
 - 61. **Sign, Name Plate** – A sign indicating the name and/or occupation of a person or persons residing on the premises or legally existing on the premises.
 - 62. **Sign, Property** – A sign related to the property on which it is located and offering such property for sale or lease or advertising contemplated improvements or announcing the name of the builder, owner, designer, or developer of the project or warning against trespassing.
 - 63. **Sign, Public Information** – A sign erected by a public or non-profit agency, service club, etc., giving information to direct the public to both public and private facilities and major uses.
 - 64. **Sign, Temporary** – Any sign or advertising display intended to be displayed for no more than 60 days.
 - 65. **State Store** – A facility for the sale of package liquor located on premises owned or leased by the state and operated by state employees. State store does not apply to any licensee, permittee, or to package agencies.
 - 66. **Story** – As provided by the Uniform Building Code, as adopted by Big Water Town.
 - 67. **Story, Half** – As provided by the Uniform Building Code, as adopted by Big Water Town.
 - 68. **Street** – Any thoroughfare or public way not less than 16 feet in width.
 - 69. **Structure** – A building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner.
 - 70. **Structural Alterations** – Any change in supporting member of a building, such as bearing walls, columns, beams, or girders.
 - 71. **Width of Lot** – The distance between the side lot lines at the distance back from the front lot line required for the depth of the front yard.
 - 72. **Yard, Front** – A space on the same lot with a building between the rear line of the building (exclusive of steps and/or chimneys) and the front lot line, extending across the full width of the lot.
 - 73. **Yard, Rear** – A space on the same lot with a building between the side line of the building (exclusive of steps and/or chimneys) and the rear line of the lot and extending the full width of the lot.
 - 74. **Yard, Side** – A space on the same lot with a building between the side line of the building (exclusive of steps and/or chimneys) and the side line of the lot and extending

from the front to the rear yard line.

- 75. **Zone (Zoning District)** – An area of Big Water Town as established and defined herein and illustrated on the Big Water Zoning Districts Map.
- 76. **Zoning Administrator** – The person designated by the Town Council to carry out the administrative responsibilities of this Ordinance and the Subdivision Ordinance.
- 77. **Zoning Map** – The adopted Zoning Districts Map of Big Water Town.

**SECTION 15: ADOPTION “15.25 INDUSTRIAL ZONES
SUPPLEMENTARY DEVELOPMENT STANDARDS”** of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25 INDUSTRIAL ZONES SUPPLEMENTARY DEVELOPMENT STANDARDS(*Added*)

SECTION 16: ADOPTION “15.25.010 Purpose” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.010 Purpose(*Added*)

The purpose of the Industrial Zones is to provide locations where light and heavy industrial activities may be established, maintained, and operated in a manner compatible with surrounding land uses. These regulations are intended to:

1. Support the economic development goals of the Town of Big Water by providing areas for manufacturing, fabrication, distribution, warehousing, service trades, construction industries, and associated services.
2. Ensure that industrial uses do not create adverse impacts on public health, safety, or welfare.
3. Establish appropriate transitions and buffers between industrial and non-industrial zones, especially residential areas and the downtown corridor.
4. Encourage high-quality site design that reflects the community's visual character while recognizing the functional needs of industrial operations.
5. Minimize traffic conflicts through coordinated access, shared driveways, and safe circulation patterns.
6. Ensure adequate screening, landscaping, and performance standards for noise, odor, dust, glare, and other impacts.

SECTION 17: ADOPTION “15.25.020 Definitions” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.020 Definitions(*Added*)

For the purposes of this chapter:

• Light Industrial Use means manufacturing, processing, storage, or assembly operations that do not produce excessive noise, vibration, odor, glare, or hazardous byproducts and that can operate safely near commercial uses. • Heavy Industrial Use means manufacturing or industrial operations that may produce greater noise, vibration, odor, dust, glare, or hazardous byproducts, or that require large areas or specialized infrastructure. • Outdoor Storage means the keeping of materials, equipment, vehicles, or inventory in any uncovered area for more than 72 hours. • Performance Standards refer to measurable limits on noise, vibration, odor, particulate matter, glare, lighting, and other operational characteristics.

SECTION 18: ADOPTION “15.25.030 Industrial Zones And Purpose Statements” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.030 Industrial Zones And Purpose Statements(*Added*)

A. I-1 Light Industrial Zone -

- The I-1 Light Industrial Zone is intended for low-impact industrial, service-industrial, and commercial-industrial activities compatible with nearby commercial areas and major roadways. Typical uses include research, manufacturing of small products, artisan fabrication, repair services, warehousing, and contractor shops.
- This zone serves as a transition between heavier industrial activity and commercial / residential districts.

B. I-2 Heavy Industrial Zone -

- The I-2 Heavy Industrial Zone is intended to accommodate more intensive industrial uses, including manufacturing, processing, large-scale storage, fabrication, energy

uses, and operations that may involve noise, vibration, large equipment, or heavy truck activity.

- The I-2 Zone includes uses not allowed in any other zone and is required to meet all performance and screening standards in this chapter.

SECTION 19: ADOPTION “15.25.040 Permitted And Conditional Uses” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.040 Permitted And Conditional Uses(*Added*)

(Use columns follow the same “P / C / NP” style used in your Commercial Use Chart.)

A USE TABLE

<u>Industrial Use Category</u>	<u>I-1</u>	<u>I-2</u>
<u>Light manufacturing, assembly, fabrication</u>	P	P
<u>Heavy manufacturing</u>	C	P
<u>Research and development facilities</u>	P	P
<u>Warehousing and distribution centers</u>	P	P
<u>Wholesale trade</u>	P	P
<u>Contractor offices and yards</u>	P	P
<u>Equipment rental and service</u>	P	P
<u>Fabrication shops / machine shops</u>	P	P
<u>Welding, metalwork, blacksmithing</u>	P	P
<u>Vehicle repair (including heavy equipment)</u>	P	P
<u>Truck terminals / freight yards</u>	C	P
<u>Outdoor storage yards</u>	P	P

<u>Lumberyards, planing mills</u>	C	P
<u>Concrete or asphalt batch plants</u>	NP	C
<u>Salvage yards / recycling facilities</u>	NP	C
<u>Hazardous materials storage</u>	C	C
<u>Energy generation (solar, wind, small utility)</u>	P	P
<u>Energy generation (combustion, industrial)</u>	NP	C
<u>Food processing</u>	P	P

<u>Large-scale food processing</u>	C	P
<u>Laboratories</u>	P	P
<u>Offices accessory to industrial uses</u>	P	P
<u>Caretaker or security residence</u>	C	C
<u>Retail incidental to industrial use</u>	P	P
<u>Boat Yard</u>	P	P

SECTION 20: ADOPTION “15.25.050 Development Standards” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.050 Development Standards(*Added*)

A. Minimum Lot Area • I-1: 10,000 sq ft • I-2: 20,000 sq ft (larger sites encouraged)

B. Setbacks

Location	I-1	I-2
Front	20 ft (may be reduced to 10 ft with landscaping)	30 ft

Side	10 ft	15 ft
Rear	10 ft	20 ft

C. When Industrial Abuts Residential • Side: 30 ft minimum • Rear: 40 ft minimum • Mandatory landscaped buffer • 8 ft screening fence or wall D. Building Height • I-1: 45 ft • I-2: 60 ft Higher by conditional use only with Fire Chief and Town Engineer approval. E. Lot Coverage • I-1: 60% • I-2: 70%

SECTION 21: **ADOPTION** “15.25.060 Performance Standards” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.060 Performance Standards(*Added*)

(All industrial operations shall comply with the following.) A. Odor • No detectable objectionable odors at or beyond the property line. B. Vibration • Shall not be perceptible at neighboring residential or commercial property lines. C. Airborne Particulates • Dust, smoke, and particulates shall comply with state and federal standards • Dust control required for all yards and outdoor storage. D. Glare & Lighting • Full cutoff shielding required. • No light spillover above 0.5 foot-candles at property line. E. Hazardous Materials • Must comply with State Fire Code, DFO, and all applicable federal regulations. • A Hazardous Materials Management Plan may be required.

SECTION 22: **ADOPTION** “15.25.070 Outdoor Storage And Screening” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.070 Outdoor Storage And Screening(*Added*)

1. Outdoor storage must be screened from public streets and non-industrial zones. 2. Screening shall be:

o 8 ft solid wall or metal panel fence o Or berm with vegetation

3. Storage may not exceed the height of the screening structure. 4. No storage allowed in required setback areas. 5. Outdoor equipment or materials must be maintained in orderly fashion.

SECTION 23: ADOPTION “15.25.080 Access, Circulation and Parking” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.080 Access, Circulation and Parking(*Added*)

1. Shared driveways encouraged to reduce highway access points. 2. Truck circulation routes must be shown in site plan review. 3. Loading docks shall be located at the rear or side of buildings. 4. Passenger vehicles shall be separated from truck circulation whenever feasible. 5. Parking standards follow Chapter 15.20.070 unless otherwise specified.

SECTION 24: ADOPTION “15.25.090 Landscaping Standards” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.090 Landscaping Standards(*Added*)

1. Minimum of 10% of site must be landscaped in I-1; 5% in I-2. 2. Landscaping required along street frontages and buffering zones. 3. Xeriscape and native plant species encouraged. 4. Street trees required at 40–60 ft spacing along public rights-of-way.

SECTION 25: ADOPTION “15.25.100 Architectural And Site Design Standards” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.100 Architectural And Site Design Standards(*Added*)

(Scaled to industrial needs while maintaining Big Water’s character.) 1. No reflective or high-gloss metal as primary façade material. 2. Buildings visible from Hwy-89 shall include façade articulation through:

o Varying rooflines o Material changes o Color variation o Structural modulation

3. Large blank walls exceeding 100 ft require breaks, windows, or architectural panels. 4. Earth-tone color palette required; fluorescent colors prohibited. 5. Offices or customer-facing portions should be located near the street for visual quality.

SECTION 26: ADOPTION “15.25.110 Fencing Standards” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.110 Fencing Standards(*Added*)

1. Chain-link allowed only with slats or obscuring fabric when visible from public streets. 2. Barbed wire permitted only atop security fences, minimum height 7 ft. in rear yards only. 3. Fences adjacent to residential zones must be solid.

SECTION 27: ADOPTION “15.25.120 Site Plan Review Required” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.120 Site Plan Review Required(*Added*)

All new industrial development or expansion requires site plan review under Chapter 15.26

Site Plan Review and approval by the Planning & Zoning Board.

SECTION 28: **ADOPTION** “15.25.130 Non Conforming Industrial Uses” of the Big Water Zoning Code is hereby *added* as follows:

ADOPTION

15.25.130 Non Conforming Industrial Uses(*Added*)

Existing lawful industrial uses may continue as nonconforming uses subject to Title 15's general nonconformity provisions.

SECTION 29: **AMENDMENT** “15.44.010 Zoning Districts Map” of the Big Water Zoning Code is hereby *amended* as follows:

AMENDMENT

15.44.010 Zoning Districts Map

Map

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 Mark Gangola	_____	_____	_____	_____

Presiding Officer

Attest

David W. Schmuker, Mayor, Big Water Town

Abigail Palsgrove, Clerk, Big Water Town

ORDINANCE NO. 11-2026

AN ORDINANCE OF BIG WATER TOWN, UTAH, AMENDING TITLE 7 OF THE BIG WATER MUNICIPAL CODE BY ADDING CHAPTER 7.02, FRANCHISE AGREEMENTS AND USE OF PUBLIC RIGHTS-OF-WAY; ESTABLISHING REQUIREMENTS FOR FRANCHISE HOLDERS; ADOPTING TELECOMMUNICATIONS PROVIDER REQUIREMENTS; ESTABLISHING A MUNICIPAL TELECOMMUNICATIONS LICENSE TAX; AND PROVIDING FOR THE REGULATION, CONSTRUCTION, OPERATION, AND MAINTENANCE OF FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY.

WHEREAS, Big Water Town is a municipal corporation organized and existing under the laws of the State of Utah; and

WHEREAS, the Town has authority to regulate and manage public streets, rights-of-way, and public property in order to protect public health, safety, and welfare; and

WHEREAS, persons and entities may request use of Town rights-of-way for the purpose of providing utility, telecommunications, or other services within the Town; and

WHEREAS, the Town desires to establish uniform requirements for franchises and the use of public rights-of-way; and

WHEREAS, the Town desires to establish requirements applicable to telecommunications providers, including adoption of a Municipal Telecommunications License Tax as authorized under Utah Code Ann. §10-1-401 et seq.; and

WHEREAS, the Town Council finds that adoption of this Ordinance is in the best interest of Big Water Town and its residents;

WHEREAS, the Town Council has considered this Ordinance at a duly noticed public meeting and finds that adoption of this Ordinance promotes the public interest and orderly administration of Town rights-of-way.

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

Title 7 of the Big Water Municipal Code is hereby amended by adding Chapter 7.02 as follows:

CHAPTER 7.02

FRANCHISE AGREEMENTS AND USE OF PUBLIC RIGHTS-OF-WAY

7.02.010 Purpose.

The purpose of this Chapter is to establish requirements for franchises granted by Big Water Town and to regulate the use of Town rights-of-way and public property.

This Chapter is intended to:

- A. Protect public infrastructure and rights-of-way;
- B. Establish procedures for franchise approval;
- C. Ensure safe construction, operation, and maintenance of facilities;
- D. Establish requirements for telecommunications providers;
- E. Protect the health, safety, and welfare of residents.

7.02.020 Definitions.

For purposes of this Chapter:

“Franchise” means authorization granted by the Town allowing a person or entity to provide services or occupy, construct, install, operate, or maintain facilities within Town property or public rights-of-way pursuant to an approved agreement.

“Franchise Holder” means any person, corporation, company, utility, organization, or entity granted a franchise agreement by Big Water Town.

“Public Right-of-Way” means any public street, roadway, alley, easement, or public property under the jurisdiction of the Town.

“Telecommunications Provider” shall have the meaning provided under Utah Code Ann. §10-1-402.

“Telecommunications Service” shall have the meaning provided under Utah Code Ann. §10-1-402.

7.02.030 Franchise Required.

No person or entity shall construct, install, operate, maintain, or place facilities within Town rights-of-way under a franchise arrangement without approval of a franchise agreement from Big Water Town.

All franchises shall be nonexclusive, and no exclusive right may be granted where prohibited by state or federal law.

Granting a franchise does not convey ownership of Town property.

7.02.040 Franchise Approval.

A request for a franchise shall be submitted to the Town for review.

The Town may require:

- A. Applicant information;**
 - B. Description of proposed services;**
 - C. Description and location of proposed facilities;**
 - D. Construction plans;**
 - E. Proof of insurance;**
 - F. Regulatory approvals when applicable;**
 - G. Additional information reasonably necessary for review.**
- Franchise agreements require approval by the Town Council.**

7.02.050 Use Of Public Rights-Of-Way.

Franchise holders shall use public rights-of-way in a manner that minimizes interference with:

- A. Public travel;**
- B. Existing utilities;**
- C. Drainage;**
- D. Public improvements;**
- E. Public safety.**

7.02.060 Construction Standards And Restoration.

Franchise holders shall comply with all excavation, construction, installation, safety, and quality standards required by the Town and applicable law.

Required permits shall be obtained before beginning work.

Disturbed public property shall be restored to equal or better condition.

Franchise holders are responsible for damage caused by their activities or contractors.

7.02.070 Maintenance And Relocation.

Franchise holders shall maintain facilities in a safe and operational condition.

Franchise holders shall coordinate relocation of facilities when required for Town projects, improvements, safety, or other lawful municipal purposes.

Relocation shall comply with applicable law and franchise agreement terms.

7.02.080 Insurance And Indemnification.

Franchise holders shall maintain insurance coverage required by the Town.

Franchise agreements shall include provisions requiring the franchise holder to defend, indemnify, and hold harmless Big Water Town, its officials, employees, and representatives as permitted by law.

7.02.090 Fees, Taxes, And Charges.

Franchise holders shall pay all lawful taxes, fees, permit costs, and charges authorized by federal law, Utah law, Town ordinance, and applicable franchise agreements.

7.02.100 Telecommunications License Tax Imposed.

There is hereby levied a Municipal Telecommunications License Tax on a telecommunications provider's gross receipts from telecommunications services attributed to Big Water Town in accordance with Utah Code Ann. §10-1-403 et seq.

The tax shall be administered consistently with Utah Code Ann. §§10-1-403 through 10-1-408.

7.02.110 Telecommunications Tax Rate.

The Municipal Telecommunications License Tax rate shall be 3.5% of attributed gross receipts unless amended as allowed by Utah law.

Any enactment, repeal, rate change, or annexation-related adjustment shall comply with Utah Code Ann. §§10-1-403, 10-1-404 and 10-1-408.

7.02.120 Telecommunications Tax Administration.

Big Water Town shall enter into and maintain the uniform interlocal agreement with the Utah State Tax Commission as required by Utah Code Ann. §10-1-403 prior to the effective date of the Municipal Telecommunications License Tax.

The Utah State Tax Commission shall collect, enforce, and administer the Municipal Telecommunications License Tax as provided by law.

7.02.130 Recovery From Telecommunications Customers.

A telecommunications provider may recover amounts paid as municipal telecommunications license taxes from customers through a separately identified charge consistent with Utah Code Ann. §10-1-403(2).

7.02.140 Compliance With Laws.

Franchise holders shall comply with all applicable federal laws, Utah laws, Town ordinances, permits, standards, and franchise agreement requirements.

7.02.150 Violations And Enforcement.

Failure to comply with this Chapter or an approved franchise agreement may result in enforcement action permitted by law, including suspension or termination of franchise rights.

7.02.160 Severability.

If any provision of this Chapter is found invalid, the remaining provisions shall continue in effect.

EFFECTIVE DATE - This Ordinance shall become effective upon posting or publication as required by Utah law. The Municipal Telecommunications License Tax imposed herein shall begin on January 1, 2027, which date complies with the requirements of Utah Code Ann. §10-1-403 and §10-1-404, including the required notice period to the Utah State Tax Commission. The Municipal Telecommunications License Tax shall not become effective until all requirements of Utah Code Ann. §10-1-403 have been satisfied.

The Mayor is hereby authorized to execute, on behalf of Big Water Town, the uniform interlocal agreement and any necessary documents required by the Utah State Tax Commission for administration and collection of the Municipal Telecommunications License Tax authorized under Utah Code Ann. §10-1-403.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF BIG WATER TOWN, UTAH THIS ____ DAY OF _____, 2026.

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

AN AGREEMENT BETWEEN
THE UTAH STATE TAX COMMISSION AND
A MUNICIPALITY THAT HAS IMPOSED
THE MUNICIPAL TELECOMMUNICATIONS LICENSE TAX

This Agreement is made by and between the Utah State Tax Commission (hereinafter "Commission") and Big Water Municipal Corp. (hereinafter "Municipality").

WHEREAS, Utah Code Section 10-1-405 requires a Municipality to enter into an Agreement with the Commission on or before the effective date of the Municipality's ordinance imposing the municipal telecommunications license use tax; and

WHEREAS, the purpose of the Agreement is to ensure that the municipal telecommunications license use tax is appropriately imposed and collected.

NOW THEREFORE, Commission and Municipality do hereby agree as follows:

1. Municipality has adopted an ordinance to impose the municipal telecommunications license use tax under Title 10, Chapter 1, Part 4.
2. Commission shall transmit monies collected under the municipal telecommunications license use tax monthly by electronic funds transfer to Municipality.
3. Commission shall conduct audits of the municipal telecommunications license use tax with the same frequency and diligence as it does with the state sales and use tax.
4. Commission shall charge Municipality for the Commission's services in an amount sufficient to reimburse Commission for Commission's costs of administering, collecting, and enforcing the municipal telecommunications license use tax. Commission's charge to Municipality may not exceed the amount prescribed under Section 59-1-306.
5. Commission shall collect, enforce, and administer the municipal telecommunications license use tax pursuant to the same procedures used in the administration, collection, and enforcement of the state sales and use tax as provided in Utah Code Section 10-1-405.
6. This Agreement shall be in effect for a term of one year from the effective date and shall be automatically renewed from year to year. The effective date of this Agreement shall be the first day of January, April, July, or October following the notice required under Section 10-1-403.

This Agreement shall take effect January 1, 2027.

FOR THE UTAH STATE TAX COMMISSION

(Name/Position)

Date Signed

FOR *Big Water Municipal Corp.*

(David Schmuker/Mayor)

Date Signed

Big Water Visitor Center - Future Development Proposal

Vision

Transform the visitor center into a **national class destination** for paleontology and geology education, research, and tourism (include- multidisciplinary education: art, anthropology, and community programs), blending exhibits with academic opportunity and activities that promote tourism and community growth. **Develop gift shop, food trucks, and programs that generate revenue for the center.**

1. Infrastructure Upgrades

A. Exhibit/Office Hall Enhancements

- **Interactive Displays:** Incorporate AR/VR stations (e.g., walk with dinosaurs, excavation simulations).
- **Tactile Learning Zones:** Replicas of fossils and dig kits for hands-on learning.
- **Rotating Exhibit Space:** Partner with other museums for temporary loans of significant fossils, ecology projects, resource management, biology exhibits, etc.
- **Offices:** offices for administration and community advancement

B. New Facilities

- **Research & Teaching Lab:** Equipped for fossil prep, microscopy, and digitization.
- **Lecture & Workshop Room:** For visiting experts, presentations, student classes.
- **Multipurpose Hall:** Community events, student-led workshops, film screenings. Art workshops
- **Integrated with future Big Water downtown development- food trucks, coffee shop, ice cream shop, gift shop....**

C. Onsite/ Local Housing

- **Dormitory-Style/Cabin Housing:**
 - student/intern beds (bunkrooms with bathrooms). Communal kitchen and common study/lounge area with Wi-Fi.
- **Faculty/Researcher/VIP visitor/ Intern Lodges:**
 - 4–6 fully furnished yurts
 - Short-term and seasonal accommodation options.
- **Design Considerations:**
 - Blend with natural landscape.
 - Sustainable materials and renewable power where possible.

D. Commercial Development

- **Food/Beverages and Gift Shop inside center**
 - Beverages. snacks
 - Gift Shop in Center- Grant Funds for initial stock?
 - **Food truck outside center**
 - Host in center parking lot?
-

2. Academic Integration

A. Seasonal Field School/ National Travel Studies Programs

- Paleontology and/or geology-focused programs.
- College credit options in partnership with colleges/universities.
- **Continuing Education classes- guide workshops on local geology collaboration with Coconino Community College.**
- Students participate in digs, lab work, visitor center operation, and visitor education.
- Multidisciplinary- art, local culture, archaeology, astronomy, dark sky community

B. Summer Internship Residency Program

- Invite undergraduate and graduate students for work/research-based internships.
- Faculty-led courses linked to research on local geology, paleontology, archaeology, anthropology, and other community development..

C. Citizen Science Initiatives

- Fossil identification workshops for locals and tourists.
 - Volunteer dig programs open to the public.
 - Community building programs is sustainability and resource management
-

3. Community and Academic Partnerships

A. Business

- Gateway RV partnership
- Local Airbnbs
- Food Trucks
- Rodeway Inn
- Local guides
- Horse Riding

- Other?

B. Academic Institutions

- Collaborate with Coconino Community College (Kay Leum, Amelinda Wenn, Julia)
- Identify colleges/universities for field programs.
- Offer the center as an educational site. Santa Fe college, Coconino, University of Florida, North Arizona University, etc.
- Mesalands Community College

C. Museum & Science Center

- Share temporary exhibits.
- Host demonstrations, workshops
- Host Festivals

D. Local Schools

- Launch K–12 education initiatives.
- Host science fairs, teacher training, and student tours.

4. Visitor Experience and Marketing

A. New Attractions

- **Night at the Museum Events:** Fossil-themed family nights with guides and stories.
- **Dino Diner:** Themed dinner events with educational menus and trivia.

B. Branding & Outreach

- Rebrand as the ***Big water* Dino/Paleontology Discovery Center** or ?
 - Strong website presence with virtual tours, and education portals.
 - Targeted outreach to educators, students, and science tourists.
-

5. Sustainability & Funding

A. Eco-Friendly and Community Development

- Renewable power for housing.
- Native landscaping to reduce water usage.
- Utilize local contractors/businesses (possible donations) for materials and work.

B. Funding Sources

- Grants (NSF, state tourism, NEH, STEM education initiatives).
 - Naming opportunities for facilities (e.g., donor-funded faculty lodge).
 - Revenue through camp fees, tours, and merchandise.
 - Investigate partnerships with local businesses (e.g. Escalante Rock Shop, Willow Canyon Outfitters, etc.) for unique regional merchandise
 - TRT redirect
-

6. 2-Year Rollout Timeline

Quarter	Milestone
Q1	Feasibility study; grant applications; stakeholder meetings
Q2	Begin infrastructure design; partner agreements signed
Q3	new branding and marketing launch
Q4	Exhibit upgrades start; student recruitment for pilot programs
Year 2 Q1	Housing opens; initial field school runs
Year 2 Q2	New programs launched; public reopening event
Year 2 Q3	Citizen science and academic research fully operational
Year 2 Q4	Evaluation and planning for future expansion

Marketing Plan — Big Water Visitor and Education Center

1. Target audiences

- a. National and International tourist families
- b. Ecotourists
- c. High School groups and youth camps
- d. College groups - Introduction to Geology and Paleontology and Field Schools (differs from Escalante Utah Center based more on Research and higher level students, although some overlap can occur)
- e. Tourists visiting national parks (Zion, Bryce, Grand Staircase)
- f. Paleontology enthusiasts and hobbyist groups
- g. Local residents and regional weekend travelers (UT, AZ, NV, CO)
- h. Potential multi-disciplinary programs in art, photography, anthropology, ecology, biology, and local culture

2. Unique value propositions

- a. World class geology and paleontology resources
- b. Local paleontology stories and authentic regional fossils
- c. Short educational programs (aligned with school standards if necessary)
- d. Visitor staff/guide-led fossil walks and demonstrations

3. Branding & positioning

- a. Name and logo emphasizing local geology and paleontology
- b. Tagline: short, regionally anchored (e.g., "Discover Dinosaurs of the Tropic Shale") Visuals: earth tones, red-rock palette, dinosaur mascots
- c. Website
 - i. Clear homepage with hours, ticketing, programs, directions from major nearby hubs
 - ii. keywords: "southern Utah dinosaur center", "fossil digs near Zion", "family activities near Bryce"
 - iii. Mobile-first design, fast load, online ticketing for activities + calendar of events
 - iv. Structured FAQ covering accessibility, parking, recommended visit time

4. Local partnerships

- a. Cross-promote with nearby national/state parks, visitor centers, tour operators, hotels, and campgrounds
- b. Build relationships with Coconino Community College, local school districts, and youth organizations for field trips and short classes
- c. Collaborate with local museums, university geology/paleontology departments, and local artisans for events, Resident artists
- d. Collaborate with Escalante Paleo Center
- e. Build relationships with regional influencers on Instagram to direct visitors to the

center

5. Paid advertising

- a. Seasonal digital campaigns (spring–fall) on Google Ads targeting tourists and family searches
- b. Social ads on Facebook/Instagram targeting families within driving radius and tourists planning Utah trips
- c. Geotargeted ads near major gateways (St. George, Cedar City, Kanab) and along scenic routes
- d. Flyers to educational colleges and university appropriate departments to promote field schools, and geology oriented classes.

6. Social media & content

- a. Channels: Instagram (visuals), Facebook (events + groups), TikTok (short demo videos)
- b. Content pillars: behind-the-scenes fossil prep, kid activities, “meet the fossil” spotlights, visitor photos, local geology facts
- c. User-generated content: incentivize tagging with a monthly photo contest and small prizes (free passes, gift shop credit)

7. Programs & events

- a. Regular: daily fossil digs, guided walks, story-times for kids, artist events, cultural events
- b. Special: seasonal paleontology camps, lecture series with guest paleontologists, night-sky + dino combo events
- c. School field-trip packages with curriculum-aligned worksheets and pre/post-visit resources
- d. Community days with discounted admission to draw locals

8. Email & CRM

- a. Capture emails at booking and in-person with incentives (10% off next visit)
- b. Monthly newsletter: upcoming events, seasonal hours, exclusive offers, volunteer opportunities
- c. Automated flows: booking confirmations, pre-visit info, post-visit feedback + review request

9. Public relations & earned media

- a. Press kit with high-res images, local-interest story angles (new finds, community programs)
- b. Pitch regional travel writers, family blogs, and education outlets
- c. Host influencer fam trips for regional travel creators

10. Signage & wayfinding

- a. Clear roadside signs on main routes; directional signs from nearest towns
- b. Informational panels at the site emphasizing geology and safety; photo-friendly displays

11. On-site experience & conversion

- a. Friendly front-desk scripts to upsell memberships and programs
- b. Professional Educator and Paleontologist on site for lectures and management
- c. **Gift shop with themed merch, educational toys, and local crafts**
- d. Photo-op spots for social sharing with branded hashtag signage
- e. Offer memberships and season passes with family perks

12. Pricing & promotions**

- a. Family packages, discounted school rates, bundle deals with local attractions
- b. Off-season promotions to attract locals (discount days, membership drives)
- c. Loyalty perks: stamp card for repeat visits or program completions

13. Measurement & KPIs

- a. Monthly visitor numbers, ticket revenue, and average spend per visitor
- b. Website visits, conversion rate (tickets/bookings), and top traffic sources
- c. Email open/click rates and social engagement metrics
- d. Number of school bookings and repeat local visitors
- e. ROI on ad campaigns (cost per booking)

14. Budget allocation (example split)

- a. 30% digital ads (seasonal)
- b. 20% local partnerships & outreach/events
- c. 15% website & booking system
- d. 10% content creation (photos/videos)
- e. 10% signage and on-site materials
- f. 10% PR/influencer outreach
- g. 5% contingency

15. Timeline — first 12 months (condensed)

- a. Months 0–2: finalize branding, website, key partnerships, initial signage
- b. Months 3–6: launch targeted ad campaigns, school outreach, open-house/community day
- c. Months 7–9: scale events/camps, influencer/PR push, optimize ad spend
- d. Months 10–12: evaluate KPIs, refine programs, launch membership drive for year 2

16. Low-cost community tactics

- a. Pop-up fossil demos at farmers' markets and town events
- b. Volunteer docent program to expand capacity

- c. Cross-promotion with local businesses (coupon exchanges)

17. Risk mitigation

- a. Contingency programming for off-season
- b. Clear safety policies and liability waivers for hands-on activities
- c. Diversify revenue (tickets, programs, gift shop, memberships charitable donations)

July 1st, 2026

RE: Open seat on Big Water town Council.

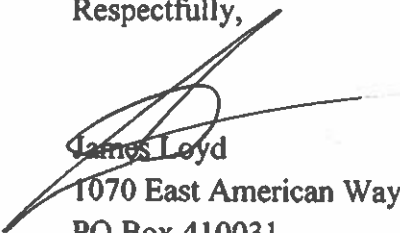
Dear Mayor and Big Water town Council,

I'm honored to be considered for appointment to the open seat on the Big Water town Council. As of June of this year I will have been a resident of Big Water for approximately 5 years, I have served as a volunteer and a part-time employee for the Big Water fire department during most of my time in Big Water. I have a desire to serve and contribute to the community that I reside in. I served 26 years as an Army Special Forces engineer and medic, where I learned problem-solving and diplomacy in austere environments. If you find that I am the best candidate for this position again I would be honored to serve this community.

If appointed, I will strive to educate myself as to the nuances of the current issues facing this community, I also will respectfully ask for work sessions other than those scheduled so that we may be prepared to address citizen, concern regarding any issue that arises. I feel that is necessary to keep the residents of Big Water apprised of these issues as in the past there has been a significant amount of intentional misleading and disinformation; this led to tension and misunderstandings in our community.

Thank you for your consideration.

Respectfully,



James Loyd

1070 East American Way

PO Box 410031

Big Water UT 84741 – 2011

307-620-1172



BIG WATER MUNICIPAL CORPORATION

ELECTED OFFICERS' ANNUAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

This disclosure statement is made pursuant to the requirements of Utah Code §10-3-1307 and Utah Code §10-3-1313, in order to promote transparency and compliance with municipal regulations governing conflicts of interest.

1. Identification

Full Legal Name: James William Lloyd
Elected Office or Municipal Position: Big Water town council
Residential Address: 1070 East American Way Big Water UT 84741
Date of Disclosure: July 1st, 2020

2. Ownership or Financial Interests in Businesses

Do you have a substantial interest in any business entity that does business with, is regulated by, or may reasonably be affected by decisions of the municipality?

☐ Yes ☒ No

If yes, complete the information below.

Name of Business Entity: Big Water Fire & Rescue
Nature of Interest (owner, partner, officer, employee, investor, etc.): Employee
Approximate Percentage of Ownership or Financial Interest (if applicable): N/A

3. Employment or Compensation Relationships

Are you employed by, compensated by, or serving as an officer or director of any business entity that currently does business with the municipality or may reasonably seek to do business with the municipality?

☒ Yes ☐ No

If yes, complete the information below.

Name of Employer or Entity: Big Water Fire & Rescue
Position or Role: AEMT
Nature of Compensation or Relationship: Part time hourly employee

4. Property or Development Interests

Do you have any ownership interest in real property, development projects, or land use applications that could reasonably be affected by municipal decisions (including zoning actions, permits, or municipal services)?

☒ Yes ☐ No

If yes, complete the information below.

Property Location or Description: 1070 East American Way Big Water UT 84741
Nature of Your Interest: Home owner

5. Contractual or Vendor Relationships

Are you, or a business entity in which you have a substantial interest, currently a party to a contract with the municipality or seeking to enter into a contract with the municipality?

☐ Yes ☒ No

If yes, complete the information below.

Business Entity: _____

Description of Contract or Potential Contract: _____

6. Family Financial Interests

To your knowledge, do any immediate family members (such as a spouse, parent, child, or dependent) have a substantial interest in a business entity that does business with or may be affected by the municipality?

☐ Yes ☒ No

If yes, complete the information below.

Name of Family Member: _____

Business Entity: _____

Nature of Interest: _____

7. Disclosure During Meetings

I acknowledge that if a matter comes before the governing body or a municipal board in which I have a substantial interest or have received compensation for assisting any person or business entity in the transaction involving the municipality, I must:

- Publicly disclose the interest prior to discussion or voting
- Ensure the disclosure is recorded in the official meeting minutes
- Refrain from participating or voting when required by law

☒ Yes ☐ No

8. Certification

This disclosure statement is made pursuant to the requirements of Utah Code §10-3-1307 and Utah Code §10-3-1313, in order to promote transparency and compliance with municipal regulations governing conflicts of interest.

By signing below, I affirm that the information provided in this disclosure statement is true, complete, and accurate to the best of my knowledge. I further acknowledge my continuing responsibility to disclose any substantial interest that may create a conflict of interest in matters before the governing body and to comply with all applicable disclosure and participation requirements under Utah law.

Signature: James Wilkin Laych

Printed Name: James Wilkin Laych

Date: 7-1-2026

Filed with the Office of the Clerk/Recorder

Date Received: _____

Clerk/Recorder Signature: _____

RESOLUTION NO. 2026-16

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

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

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

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

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

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

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

1. **Appointment.** _____ is hereby appointed to serve as a member of the Administrative Control Board of the Glen Canyon Special Service District of Big Water for the remainder of a mid-term vacant seat, commencing upon the date of appointment and ending **December 31, 2027**.
2. **Authority.** This appointment is made pursuant to **Utah Code Annotated §§ 17B-1-304, 17D-1-303, 17D-1-304, and 17D-1-106**, and the appointee shall exercise all powers and duties provided by law.
3. **Oath of Office.** The appointee shall take the constitutionally required oath of office before assuming any duties of the position.
4. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Big Water Town Council this _____ Day of _____, 2026

	Aye	Nay	Absent	Abstain	Big Water Municipal,
Mayor David Schmuker	_____	_____	_____	_____	_____
Jim Lybarger	_____	_____	_____	_____	David Schmuker, Mayor
Jennie Lassen	_____	_____	_____	_____	Attest: _____
Mark Gangola	_____	_____	_____	_____	Abigail Palsgrove, Clerk

Big Water Municipal Corporation
Operational Budget Report
10 General Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110.0 PROPERTY TAXES - CURRENT	192,399.17	4,552.39	204,320.94	198,900.00	102.73%
3120.0 PROPERTY TAXES - DELINQUENT	26,155.45	4,311.72	26,783.17	17,000.00	157.55%
3130.0 GENERAL SALES AND USE TAXES	232,627.01	11,351.25	147,623.13	138,000.00	106.97%
3140.0 TRANSIENT ROOM TAXES	0.00	6,945.53	51,225.64	50,000.00	102.45%
3150.0 COMMUNITY RESORT TAXES	0.00	12,924.41	40,467.06	27,543.00	146.92%
3170.0 FEE-IN-LIEU OF PROP TAXES	16,295.55	674.19	15,549.48	16,000.00	97.18%
Total Taxes	467,477.18	40,759.49	485,969.42	447,443.00	108.61%
Licenses and permits					
3210.0 BUSINESS LICENSES & PERMITS	9,125.00	75.00	7,900.00	9,000.00	87.78%
3220.0 NON-BUSINESS LICENSES & PERMIT	1,412.25	0.00	1,640.00	2,000.00	82.00%
3221.0 BUILDING PERMITS	23,915.23	1,277.31	11,826.72	10,000.00	118.27%
3225.0 ANIMAL LICENSES	10.00	0.00	2.00	0.00	0.00%
Total Licenses and permits	34,462.48	1,352.31	21,368.72	21,000.00	101.76%
Intergovernmental revenue					
3340.0 STATE GRANTS	43,200.00	0.00	2,700.00	2,700.00	100.00%
3355.0 GRANT REVENUE	4,456.41	55,000.00	59,500.00	59,500.00	100.00%
3355.5 FIRE STATE GRANT REVENUE	9,963.32	0.00	0.00	0.00	0.00%
3356.0 CLASS C ROAD FUND ALLOTMENT	96,784.89	0.00	101,832.77	70,000.00	145.48%
Total Intergovernmental revenue	154,404.62	55,000.00	164,032.77	132,200.00	124.08%
Charges for Fire Services					
3360.0 FIRE DEPT COUNTY CONTRIBUTION	0.00	0.00	7,500.00	7,500.00	100.00%
3361.0 CLUD CONTRACT	132,205.36	0.00	135,842.50	135,000.00	100.62%
3362 FIRE DEPARTMENT REVENUE	259,600.00	25.00	244,585.00	352,500.00	69.39%
3363 WILD LAND REVENUE	3,803.60	0.00	0.00	1,000.00	0.00%
Total Charges for Fire Services	395,608.96	25.00	387,927.50	496,000.00	78.21%
Charges for services					
3419.0 GENERAL GOVT - POST OFFICE	17,648.04	1,470.67	17,648.04	18,000.00	98.04%
Total Charges for services	17,648.04	1,470.67	17,648.04	18,000.00	98.04%
Fines and forfeitures					
3520.0 COURT FEE	2,134.55	501.87	3,659.87	2,000.00	182.99%
Total Fines and forfeitures	2,134.55	501.87	3,659.87	2,000.00	182.99%
Interest					
3610.0 INTEREST EARNINGS	39,566.40	2,829.52	34,080.18	30,000.00	113.60%
Total Interest	39,566.40	2,829.52	34,080.18	30,000.00	113.60%
Miscellaneous revenue					
3630.0 VOLUNTARY FIRE CONTRIBUTION	10,000.00	0.00	25.00	0.00	0.00%
3650.0 FIRE DEPT DONATIONS	0.00	40.00	2,787.00	0.00	0.00%
3690.0 MISCELLANEOUS REVENUE	1,263.89	0.00	623.50	400.00	155.88%
3694 EVENT DONATIONS	1,000.00	0.00	1,100.00	1,100.00	100.00%
3695.0 CASH OVER/SHORT	0.00	0.00	0.00	500.00	0.00%
Total Miscellaneous revenue	12,263.89	40.00	4,535.50	2,000.00	226.78%
Contributions and transfers					
3970.0 CONTRIBUTIONS-PRIVATE SOURCES	40,000.00	0.00	0.00	0.00	0.00%
3990.0 GEN FUND BALANCE TO BE APPROP.	0.00	0.00	0.00	68,731.00	0.00%
Total Contributions and transfers	40,000.00	0.00	0.00	68,731.00	0.00%
Total Revenue:	1,163,566.12	101,978.86	1,119,222.00	1,217,374.00	91.94%
Expenditures:					
General government					
Council					
4111.0 MAYOR SALARIES AND WAGES	7,141.00	924.95	7,524.95	7,350.00	102.38%
4113.0 EMPLOYEE BENEFITS	547.04	42.08	547.04	675.00	81.04%
4123.0 TRAVEL	0.00	0.00	59.76	150.00	39.84%
Total Council	7,688.04	967.03	8,131.75	8,175.00	99.47%
Court					
4224.0 OFFICE EXPENSE & SUPPLIES	0.00	0.00	275.78	300.00	91.93%
4230.5 ATTORNEY	0.00	0.00	10,000.00	10,000.00	100.00%
Total Court	0.00	0.00	10,275.78	10,300.00	99.76%
Administration					

Big Water Municipal Corporation
Operational Budget Report
10 General Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4411.0 SALARIES AND WAGES	65,948.52	6,849.45	79,005.43	79,000.00	100.01%
4413.0 EMPLOYEE BENEFITS	5,076.97	532.06	6,882.53	6,000.00	114.71%
4415.0 EMPLOYEE MEDICAL BENEFITS	24,662.32	3,468.14	24,332.38	22,700.00	107.19%
4418.0 EMPLOYEE RETIREMENT	10,017.66	881.00	10,725.55	10,000.00	107.26%
4421.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	2,954.21	137.21	3,119.46	3,100.00	100.63%
4422.0 PUBLIC NOTICES	0.00	0.00	0.00	500.00	0.00%
4423.0 TRAVEL	4,272.39	0.00	2,947.44	6,500.00	45.35%
4424.0 OFFICE EXPENSE & SUPPLIES	7,742.99	1,149.16	7,826.05	8,000.00	97.83%
4424.5 TOWN WEBSITE	2,975.33	2,576.00	2,576.00	2,600.00	99.08%
4425.0 EQUIPMENT - SUPPLIES & MAINT	1,979.59	87.37	1,831.95	2,000.00	91.60%
4426.0 INFORMATION TECHNOLOGY (IT) SERVICES	0.00	330.00	3,785.00	3,440.00	110.03%
4427.0 BLDG & GRNDS - SUPPLIES/MAINT	8,070.62	169.00	2,525.62	4,000.00	63.14%
4428.0 UTILITIES	2,900.41	263.04	2,888.55	3,000.00	96.29%
4429.0 TELEPHONE	1,059.28	134.86	1,447.33	1,000.00	144.73%
4430.0 LAWSUIT	0.00	0.00	1,764.00	1,800.00	98.00%
4430.5 ATTORNEY	3,050.37	1,400.00	6,433.00	5,500.00	116.96%
4431.0 ENGINEERING	9,570.80	2,871.20	9,552.50	10,000.00	95.53%
4431.5 AUDIT	4,195.00	0.00	4,350.00	4,400.00	98.86%
4433.0 EDUCATION & TRAINING	1,000.22	0.00	1,524.33	3,000.00	50.81%
4434.0 BANK CHARGES	3,339.41	236.50	3,112.27	4,000.00	77.81%
4435.0 POSTAL CONTRACT	36,958.77	2,988.24	40,837.17	40,000.00	102.09%
4451.0 INSURANCE AND SURETY BONDS	7,043.07	(328.49)	1,635.36	2,000.00	81.77%
4452.0 EVENT EXPENDITURES	538.83	4,289.27	5,669.59	6,000.00	94.49%
4461.0 MISCELLANEOUS	781.81	0.00	708.32	3,050.00	23.22%
Total Administration	204,138.57	28,034.01	225,479.83	231,590.00	97.36%
Non-Departmental					
4920.0 TOWN CLEAN-UP	156.96	0.00	274.30	300.00	91.43%
4930.0 PLANNING & ZONING TRAINING	0.00	0.00	50.00	50.00	100.00%
4939.0 ELECTIONS	0.00	0.00	2,131.27	3,450.00	61.78%
4963.0 CONTRIBUTIONS AND DONATIONS	11,899.61	0.00	0.00	0.00	0.00%
4964.0 ARPA EXPENSE	6,572.46	0.00	0.00	0.00	0.00%
Total Non-Departmental	18,629.03	0.00	2,455.57	3,800.00	64.62%
Total General government	230,455.64	29,001.04	246,342.93	253,865.00	97.04%
Public safety					
Police					
5411.0 SALARIES - FULL TIME	72,989.00	6,380.58	80,499.87	82,544.00	97.52%
5412.0 SALARIES - PART TIME	8,880.00	1,740.04	24,521.66	24,860.00	98.64%
5413.0 EMPLOYEE BENEFITS	6,340.44	621.24	8,015.81	6,600.00	121.45%
5415.0 MED INSUR	23,874.00	4,301.02	27,436.00	26,000.00	105.52%
5418.0 EMPLOYEE RETIREMENT	20,824.72	1,734.34	22,546.42	24,000.00	93.94%
5419.0 EQUIPMENT - SUPPLIES & MAINT	18,723.37	577.61	17,205.84	15,900.00	108.21%
5420.0 SAFETY EQUIPMENT - SUPPLIES & MAINT	0.00	59.88	59.88	3,000.00	2.00%
5421.0 VEHICLE EQUIPMENT - SUPPLIES & MAINT	0.00	286.75	606.84	0.00	0.00%
5423.0 TRAVEL	0.00	0.00	457.81	1,000.00	45.78%
5424.0 OFFICE EXPENSE & SUPPLIES	3,651.55	0.00	1,575.96	500.00	315.19%
5426.0 FUEL	6,021.37	1,147.17	6,881.56	6,000.00	114.69%
5427.0 UNIFORMS	0.00	0.00	504.47	0.00	0.00%
5428.0 UTILITIES	689.34	80.02	1,034.47	1,000.00	103.45%
5429.0 TELEPHONE	709.12	39.95	690.99	1,000.00	69.10%
5430.0 INFORMATION TECHNOLOGY (IT) SERVICES	0.00	60.00	2,345.00	2,000.00	117.25%
5433.0 EDUCATION & TRAINING	990.00	0.00	0.00	500.00	0.00%
5434.0 GRANT EXPENDITURES	4,456.40	0.00	4,010.16	4,500.00	89.11%
5451.0 INSURANCE AND SURETY BONDS	703.20	0.00	3,684.47	2,600.00	141.71%
5461.0 MISCELLANEOUS	50.00	0.00	100.00	150.00	66.67%
Total Police	168,902.51	17,028.60	202,177.21	202,154.00	100.01%
Fire					
5511.0 SALARIES AND WAGES	351,146.64	30,122.16	384,028.16	391,989.00	97.97%
5511.1 TRANSPORT SALARIES AND WAGES	595.00	0.00	0.00	0.00	0.00%
5513.0 EMPLOYEE BENEFITS	53,492.08	2,196.93	30,002.00	27,000.00	111.12%
5514.0 MEDICAL BENEFITS	0.00	4,437.66	36,528.96	29,000.00	125.96%
5515.0 EMPLOYEE RETIREMENT	30,976.98	2,914.57	39,088.88	30,000.00	130.30%
5523.0 STATION MAINTANCE AND REPAIR	14,192.09	493.43	4,353.07	5,000.00	87.06%
5524.0 OFFICE EXPENSE & SUPPLIES	9,290.52	263.47	4,149.72	8,500.00	48.82%
5524.1 UNIFORMS	3,570.82	0.00	4,331.71	5,000.00	86.63%
5525.0 EQUIPMENT - SUPPLIES & MAINT	15,628.82	7,307.64	14,392.26	9,000.00	159.91%

Big Water Municipal Corporation
Operational Budget Report
10 General Fund - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
5525.1 MAINTENANCE - E31	702.33	50.18	8,447.80	3,400.00	248.46%
5525.15 MAINTENANCE - E32	6,899.23	0.00	3,335.31	3,000.00	111.18%
5525.2 MAINTENANCE - R31	1,351.74	0.00	129.94	4,000.00	3.25%
5525.4 MAINTENANCE - A31	104.70	0.00	0.00	0.00	0.00%
5525.5 MAINTENANCE - A32	0.00	0.00	79.17	0.00	0.00%
5525.6 MAINTENANCE - BR31	689.93	0.00	0.00	1,000.00	0.00%
5525.7 MAINTENANCE - CH30	3,049.70	30.00	1,621.04	2,000.00	81.05%
5526.1 FUEL - BRUSH TRUCK 31	188.07	0.00	449.75	500.00	89.95%
5526.2 FUEL - ENGINE 31	2,771.20	767.72	1,590.67	1,500.00	106.04%
5526.3 FUEL - ENGINE 32	97.78	164.65	789.18	1,500.00	52.61%
5526.31 FUEL - R31	530.79	427.87	1,220.89	1,500.00	81.39%
5526.32 FUEL - R32	0.00	0.00	0.00	12,043.00	0.00%
5526.5 FUEL - CH30	5,153.03	434.25	3,269.89	4,000.00	81.75%
5527 EQUIPMENT - FIRE	210.00	0.00	535.00	1,000.00	53.50%
5527.1 EQUIPMENT - HAZMAT	(2,138.00)	0.00	0.00	0.00	0.00%
5528.0 UTILITIES	7,016.25	334.66	5,876.15	7,000.00	83.95%
5529.0 TELEPHONE	3,348.37	243.62	2,833.49	2,500.00	113.34%
5530.0 GRANT EXPENDITURES	9,963.32	0.00	0.00	0.00	0.00%
5533.0 EDUCATION & TRAINING	3,713.94	103.75	4,635.90	4,000.00	115.90%
5533.1 EDUCATION & TRAINING SUPPLIES	1,243.27	53.29	790.28	1,000.00	79.03%
5534.0 TRAVEL EXPENSES	5,906.96	0.00	825.91	3,000.00	27.53%
5535.0 WILD LAND	1,805.31	0.00	571.48	1,000.00	57.15%
5536 ATTORNEY	1,810.00	1,640.00	3,872.00	1,000.00	387.20%
5537 PUBLIC RELATIONS	1,914.74	0.00	1,831.23	2,000.00	91.56%
5551.0 INSURANCE AND SURETY BONDS	17,726.04	0.00	15,451.15	20,000.00	77.26%
5561.0 MISCELLANEOUS	1,538.03	0.00	2,112.64	1,500.00	140.84%
5567.0 FIRE HOUSE LEASE PMT	11,240.00	0.00	11,120.00	11,120.00	100.00%
5568.0 FIRE TRUCK LEASE PMT	12,885.00	0.00	12,825.01	12,825.00	100.00%
Total Fire	578,614.68	51,985.85	601,088.64	607,877.00	98.88%
Building					
5611.0 SALARIES AND WAGES	11,280.40	1,203.60	13,050.40	13,050.00	100.00%
5613.0 EMPLOYEE BENEFITS	612.00	47.28	619.53	550.00	112.64%
5621.0 BOOK, SUBSCRIPTIONS/MEMBERSHIP	1,154.49	0.00	0.00	450.00	0.00%
5624.0 OFFICE EXPENSE & SUPPLIES	0.00	0.00	21.96	500.00	4.39%
5625.0 EQUIPMENT - SUPPLIES & MAINT	0.00	194.97	194.97	0.00	0.00%
Total Building	13,046.89	1,445.85	13,886.86	14,550.00	95.44%
Total Public safety	760,564.08	70,460.30	817,152.71	824,581.00	99.10%
Highways and public improvements					
Highways					
6110.0 Streets SALARIES & WAGES	7,150.00	550.00	7,150.00	7,150.00	100.00%
6113.0 Streets BENEFITS	552.62	42.08	547.04	1,000.00	54.70%
6120.0 Streets debt service - principal	21,000.00	0.00	0.00	0.00	0.00%
6121 Streets debt service - interest	315.00	0.00	0.00	0.00	0.00%
6127.0 Streets REPAIRS & MAINTENANCE	2,165.25	133.27	2,284.20	26,000.00	8.79%
6140 Road Development	23,183.50	0.00	0.00	0.00	0.00%
6163.0 CLASS C ROAD PROGRAM	42,013.00	0.00	5,465.00	35,850.00	15.24%
Total Highways	96,379.37	725.35	15,446.24	70,000.00	22.07%
Total Highways and public improvements	96,379.37	725.35	15,446.24	70,000.00	22.07%
Parks, recreation, and public property					
Parks & Recreation					
6411.0 SALARIES AND WAGES	4,600.00	280.00	5,281.00	6,000.00	88.02%
6412.0 VISITOR CENTER SALARIES AND WAGES	0.00	0.00	927.12	928.00	99.91%
6413.0 EMPLOYEE BENEFITS	0.00	0.00	137.53	0.00	0.00%
6424.0 OFFICE EXPENSE & SUPPLIES	0.00	0.00	31.44	0.00	0.00%
6425.0 EQUIPMENT - SUPPLIES & MAINT	373.10	0.00	17.56	800.00	2.20%
6427.0 BLDG & GRNDS - SUPPLIES/MAINT	1,107.13	14,091.39	14,391.25	55,700.00	25.84%
6428.0 UTILITIES	3,890.12	421.56	6,368.86	5,000.00	127.38%
6461.0 MISCELLANEOUS	23.54	0.00	0.00	500.00	0.00%
Total Parks & Recreation	9,993.89	14,792.95	27,154.76	68,928.00	39.40%
Total Parks, recreation, and public property	9,993.89	14,792.95	27,154.76	68,928.00	39.40%
Total Expenditures:	1,097,392.98	114,979.64	1,106,096.64	1,217,374.00	90.86%
Total Change In Net Position	66,173.14	(13,000.78)	13,125.36	0.00	0.00%

Big Water Municipal Corporation
Operational Budget Report
21 Municipal Building Authority - 07/01/2025 to 06/30/2026
100.00% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Miscellaneous revenue					
3680 FIREHOUSE RECEIVABLE	11,240.00	0.00	11,120.00	11,120.00	100.00%
3685 0 FIRE TRUCK RECEIVABLE	12,885.00	0.00	12,825.01	12,825.00	100.00%
Total Miscellaneous revenue	<u>24,125.00</u>	<u>0.00</u>	<u>23,945.01</u>	<u>23,945.00</u>	<u>100.00%</u>
Total Revenue:	<u>24,125.00</u>	<u>0.00</u>	<u>23,945.01</u>	<u>23,945.00</u>	<u>100.00%</u>
Expenditures:					
Debt service					
4250 Firehouse Loan Principal	8,000.00	0.00	8,000.00	8,000.00	100.00%
4251 Firehouse Loan Interest	3,240.00	0.00	3,120.01	3,120.00	100.00%
4252 Fire Truck Loan Principal	12,000.00	0.00	12,000.00	12,000.00	100.00%
4253 Fire Truck Loan Interest	885.00	0.00	825.01	825.00	100.00%
Total Debt service	<u>24,125.00</u>	<u>0.00</u>	<u>23,945.02</u>	<u>23,945.00</u>	<u>100.00%</u>
Total Expenditures:	<u>24,125.00</u>	<u>0.00</u>	<u>23,945.02</u>	<u>23,945.00</u>	<u>100.00%</u>
Total Change In Net Position	<u>0.00</u>	<u>0.00</u>	<u>(0.01)</u>	<u>0.00</u>	<u>0.00%</u>

**Big Water Municipal Corporation
Cash Summary
All Bank Accounts as of 06/08/2026**

Description	Amount
Checking - Zions	(\$3,408.72)
PTIF 3384 General	\$257,948.41
PTIF 3385 Roads and Bonds	\$565,923.44
PTIF 5600 Designated Reserves	\$7,510.38
PTIF 8089 Human Resources	\$22,331.09
PTIF 8359 Contingency Fund	\$24,584.48
Xpress Bill Pay Clearing	\$30.00
PTIF 0670 Loan	\$0.00
Water Cash	\$106.16
UNDEPOSITED PAYMENTS	\$55,040.00
General Ledger Cash Total:	<u>\$930,065.24</u>

Big Water Municipal Corporation Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AMAZON.COM SERVICES INC	CC1	113-1706165-048	06/02/2026	06/10/2026	13.29	Charging Station	104424.0 - OFFICE EXPENSE & SU	
AMAZON.COM SERVICES INC	CC1	113-1899564-542	06/02/2026	06/10/2026	59.88	Baton Holder	105420.0 - SAFETY EQUIPMENT - S	
AMAZON.COM SERVICES INC	CC1	113-6403208-074	06/02/2026	06/10/2026	19.99	Storage Organizer	104424.0 - OFFICE EXPENSE & SU	
AMAZON.COM SERVICES INC	CC1	113-8502180-378	06/02/2026	06/10/2026	39.84	Multifold Paper Towels	105524.0 - OFFICE EXPENSE & SU	
AMAZON.COM SERVICES INC	CC1	113-8917695-864	06/02/2026	06/10/2026	8.88	Microphone Stand	101581.0 - GLEN CANYON SSD CL	
AMAZON.COM SERVICES INC	CC1	113-8917695-864	06/02/2026	06/10/2026	20.71	Microphone Stand	104424.0 - OFFICE EXPENSE & SU	
AMAZON.COM SERVICES INC	CC1	113-9839425-589	06/02/2026	06/10/2026	194.97	Bathroom Vanity	105825.0 - EQUIPMENT - SUPPLIES	
AMAZON.COM SERVICES INC	CC1	1130426061-8644	06/02/2026	06/10/2026	5.39	Planner - SB	101581.0 - GLEN CANYON SSD CL	
Apple.com	CC1	MTVJK28ZL5	06/10/2026	06/10/2026	2.99	Marshal Cloud	105421.0 - VEHICLE EQUIPMENT -	
AT&T Mobility (FIRSTNET)	6226	287346126148X0	06/01/2026	06/01/2026	\$2.99	Hotspot for Chief Truck	105529.0 - TELEPHONE	
AT&T Mobility (FIRSTNET)	6226	287346126148X0	06/01/2026	06/01/2026	50.38	Crew Cell Phone *9175	105529.0 - TELEPHONE	
AT&T Mobility (FIRSTNET)	6226	287346126148X0	06/01/2026	06/01/2026	50.38	Crew Cell Phone *9176	105529.0 - TELEPHONE	
					\$140.05			
B&L AUTOMOTIVE & TIRE	6227	51756	06/01/2026	06/01/2026	\$140.05	Ford F150 Maintenance	105419.0 - EQUIPMENT - SUPPLIES	
					117.95			
					\$117.95			
Burkett Stephanie	6228	4809269006	06/01/2026	06/01/2026	19.85	Sam's Club Membership - SSD 1/3rd	101581.0 - GLEN CANYON SSD CL	
Burkett Stephanie	6228	4809269006	06/01/2026	06/01/2026	19.86	Sam's Club Membership - FD 1/3rd	105524.0 - OFFICE EXPENSE & SU	
Burkett Stephanie	6228	4809269006	06/01/2026	06/01/2026	19.86	Sam's Club Membership - TH 1/3rd	104421.0 - BOOK, SUBSCRIPTIONS	
					\$59.57			
Burkett Stephanie	6244	Dollar Tree - 0612	06/16/2026	06/16/2026	48.19	America 250 Supplies Reimbursement	104452.0 - EVENT EXPENDITURES	
Burkett Stephanie	6244	Walmart - 061220	06/16/2026	06/16/2026	37.37	America 250 Supplies Reimbursement	104452.0 - EVENT EXPENDITURES	
					\$85.56			
Burkett Stephanie	6257	America 250 Corn	06/30/2026	06/30/2026	43.19	Cornhole for America 250	104452.0 - EVENT EXPENDITURES	
Burkett Stephanie	6257	America 250 Corn	06/30/2026	06/30/2026	54.21	Cornhole for America 250, second set	104452.0 - EVENT EXPENDITURES	
					\$97.40			
					\$242.53			
Burton, Todd S	6250	Fire Dept Drill Pa	06/25/2026	06/25/2026	10.00	Fire Dept Drill Pay 2025 Quarter 3	105511.0 - SALARIES AND WAGES	
Burton, Todd S	6250	Fire Dept Drill Pa	06/25/2026	06/25/2026	124.00	Fire Dept Drill Pay 2025 Quarter 4	105511.0 - SALARIES AND WAGES	
Burton, Todd S	6250	Fire Dept Drill Pa	06/25/2026	06/25/2026	180.00	Fire Dept Drill Pay 2026 Quarter 1	105511.0 - SALARIES AND WAGES	
					\$314.00			
					\$314.00			
CenturyLink	6235	May.2026 Acct-33	06/09/2026	06/09/2026	62.90	TH Phone May 2026	101581.0 - GLEN CANYON SSD CL	
CenturyLink	6235	May.2026 Acct-33	06/09/2026	06/09/2026	62.90	TH Phone May 2026	104429.0 - TELEPHONE	
CenturyLink	6235	May.2026 Acct-33	06/09/2026	06/09/2026	71.96	TH Fax May 2026	104429.0 - TELEPHONE	
CenturyLink	6235	May.2026 Acct-33	06/09/2026	06/09/2026	103.57	FD PHONE	105529.0 - TELEPHONE	
CenturyLink	6235	May.2026 Acct-33	06/09/2026	06/09/2026	81.08	PO Phone May 2026	104435.0 - POSTAL CONTRACT	
					\$382.41			
					\$382.41			
Chat GPT	CC1	842221FD-0030	06/02/2026	06/10/2026	10.84	ChatGPT Subscription - Paid on Feb.26.2026	101581.0 - GLEN CANYON SSD CL	
Chat GPT	CC1	842221FD-0030	06/02/2026	06/10/2026	10.85	ChatGPT Subscription - Paid on Feb.26.2026	104421.0 - BOOK SUBSCRIPTIONS	
					\$21.69			
					\$21.69			
Coated Outdoor Furniture	ACH 0610261551 1041	75794	06/10/2026	06/10/2026	5 950.54	46" Picnic Tables x 6, 46" ADA Picn cTable x1with	108427.0 - BLDG & GRNDS - SUPPL	
					\$5,950.54			
EFTPS	9999	PR060726-12	06/04/2026	06/10/2026	68.52	Medicare Tax	102221.0 - FICA PAYABLE	

Big Water Municipal Corporation Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
EFTPS	9999	PR060726-12	06/04/2026	06/10/2026	199.68	Federal Income Tax	102222.0 - FEDERAL WITHHOLDIN	
EFTPS	9999	PR060726-12	06/04/2026	06/10/2026	292.98	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR060726-12	06/08/2026	06/10/2026	738.82	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR060726-12	06/08/2026	06/10/2026	1,815.69	Federal Income Tax	102222.0 - FEDERAL WITHHOLDIN	
EFTPS	9999	PR060726-12	06/08/2026	06/10/2026	3,158.86	Social Security Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR062126-12	06/22/2026	06/22/2026	558.84	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	9999	PR062126-12	06/22/2026	06/22/2026	941.07	Federal Income Tax	102222.0 - FEDERAL WITHHOLDIN	
EFTPS	9999	PR062126-12	06/22/2026	06/22/2026	2,388.54	Social Security Tax	102221.0 - FICA PAYABLE	
					\$10,162.80			
EFTPS	99999	PR061826-12	06/23/2026	06/23/2026	17.92	Medicare Tax	102221.0 - FICA PAYABLE	
EFTPS	99999	PR061826-12	06/23/2026	06/23/2026	76.64	Social Security Tax	102221.0 - FICA PAYABLE	
					\$94.56			
					\$10,257.36			
Farris, Ian	6249	06202026 Firewor	06/20/2026	06/20/2026	3,500.00	Amenca 250 Fireworks	104452.0 - EVENT EXPENDITURES	
					\$3,500.00			
GARKANE ENERGY	6245	May 2026 - 16362	06/16/2026	06/16/2026	62.22	QUILL LIGHT	104428.0 - UTILITIES	
GARKANE ENERGY	6245	May 2026 - 16363	06/16/2026	06/16/2026	67.39	Indep Light #2	104428.0 - UTILITIES	
GARKANE ENERGY	6245	May 2026 - 16364	06/16/2026	06/16/2026	38.73	Indep Light	104428.0 - UTILITIES	
GARKANE ENERGY	6245	May 2026 - 18403	06/16/2026	06/16/2026	47.48	PARK LIGHT	106428.0 - UTILITIES	
GARKANE ENERGY	6245	May 2026 - 38800	06/16/2026	06/16/2026	195.14	PO POWER	104435.0 - POSTAL CONTRACT	
GARKANE ENERGY	6245	May 2026 - 72180	06/16/2026	06/16/2026	74.70	TH POWER	101581.0 - GLEN CANYON SSD CL	
GARKANE ENERGY	6245	May 2026 - 72180	06/16/2026	06/16/2026	74.70	TH POWER	104428.0 - UTILITIES	
GARKANE ENERGY	6245	May 2026 - 92480	06/16/2026	06/16/2026	284.66	FD POWER	105528.0 - UTILITIES	
					\$825.02			
					\$825.02			
GLEN CANYON SPECIAL SERVICE	6236	Interim Clerk Pay	06/09/2026	06/09/2026	35.31	Interim Clerk Pay 5/25-6/7/2026	104413.0 - EMPLOYEE BENEFITS	
GLEN CANYON SPECIAL SERVICE	6236	Interim Clerk Pay	06/09/2026	06/09/2026	65.49	Interim Clerk Pay 5/25-6/7/2026	104418.0 - EMPLOYEE RETIREMEN	
GLEN CANYON SPECIAL SERVICE	6236	Interim Clerk Pay	06/09/2026	06/09/2026	408.75	Interim Clerk Pay 5/25-6/7/2026	104411.0 - SALARIES AND WAGES	
					\$509.55			
GLEN CANYON SPECIAL SERVICE	6251	Interim Clerk Trai	06/29/2026	06/29/2026	35.31	Interim Clerk Training Pay 06/08/2026 to 06/21/202	104413.0 - EMPLOYEE BENEFITS	
GLEN CANYON SPECIAL SERVICE	6251	Interim Clerk Trai	06/29/2026	06/29/2026	65.49	Interim Clerk Training Pay 06/08/2026 to 06/21/202	104418.0 - EMPLOYEE RETIREMEN	
GLEN CANYON SPECIAL SERVICE	6251	Interim Clerk Trai	06/29/2026	06/29/2026	408.75	Interim Clerk Training Pay 06/08/2026 to 06/21/202	104411.0 - SALARIES AND WAGES	
					\$509.55			
GLEN CANYON SPECIAL SERVICE	6258	180-June 2026 W	06/30/2026	06/30/2026	20.00	TH - June 2026 Water	101581.0 - GLEN CANYON SSD CL	
GLEN CANYON SPECIAL SERVICE	6258	180-June 2026 W	06/30/2026	06/30/2026	20.00	TH - June 2026 Water	104428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6258	184 - June 2026	06/30/2026	06/30/2026	70.96	PO June 2026 Water	104435.0 - POSTAL CONTRACT	
GLEN CANYON SPECIAL SERVICE	6258	590 - June 2026	06/30/2026	06/30/2026	374.08	City Park June 2026 Water	106428.0 - UTILITIES	
GLEN CANYON SPECIAL SERVICE	6258	888 - June 2026	06/30/2026	06/30/2026	70.00	FD June 2026 Water	105528.0 - UTILITIES	
					\$555.04			
					\$1,574.14			
Google	CC1	Google Subscrip	06/02/2026	06/10/2026	3.25	Google Subscription	104421.0 - BOOK, SUBSCRIPTIONS	
					\$3.25			
INTERSTATE FIRE PROTECTION	6259	20896	06/30/2026	06/30/2026	113.00	Extinguisher Annual Service, recharge of 10 Porta	105523.0 - STATION MAINTANCE A	
INTERSTATE FIRE PROTECTION	6259	20899	06/30/2026	06/30/2026	212.50	New Portable Extinguishers	105523.0 - STATION MAINTANCE A	
					\$325.50			
					\$325.50			
Justin W Wayment, P C	6229	108843-jww7707	06/01/2026	06/01/2026	96.00	Ord Review Contract w/Page for FD PPP Resear	104430.5 - ATTORNEY	
Justin W Wayment, P C	6229	108843-jww7707	06/01/2026	06/01/2026	224.00	Ord Review Contract w/Page for FD PPP Resear	105536 - ATTORNEY	
Justin W Wayment, P C	6229	108843-jww7707	06/01/2026	06/01/2026	272.00	Ord Review Contract w/Page for FD PPP Resear	104430.5 - ATTORNEY	
					\$592.00			

Big Water Municipal Corporation

Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	24.00	Review emails on telecommunications & Email Pa	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	24.00	Review emails on telecommunications & Email Pa	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	32.00	Review multiple emails on EMS Agreement	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	Call w/ mayor	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	Call w/ Cameron	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	Email for EMS Agreement, Review KCH & BW Am	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	Research Policy	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	Review Cameron's Agreement w/ Page	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	64.00	review resignation letter, review code, email to may	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	112.00	Review Contract for Franchise Agreement email to	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	128.00	Call w/ Mayor, email to enhance UAC Contract, em	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	192.00	Emails, calls w/ Mayor, research, EMS agreement	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	208.00	Call, prep emails, revise letter of reprimand	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	224.00	Review PPP, Call & Email with Cameron	105536 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	288.00	call w/ mayor, prepare research as discussed, multi	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	416.00	calls emails, contract review	104430.5 - ATTORNEY	
Justin W. Wayment, P.C.	6252	109069-jww7707	06/29/2026	06/29/2026	\$2,448.00		105536 - ATTORNEY	
Kane County Building Department	6242	202606	06/15/2026	06/15/2026	\$3,040.00	May 2026 Inspections	105611.0 - SALARIES AND WAGES	
L.N. Curtis & Sons DBA Curtis Tools f	6241	INV1075599	06/11/2026	06/11/2026	\$585.60	SCBA Repair	105525.0 - EQUIPMENT - SUPPLIES	
Lake Powell Automotive Supply (NA	6237	249936	06/09/2026	06/09/2026	1,459.70	Swamp Cooler V-Belt - Multiples Purchased Not a	105525.0 - EQUIPMENT - SUPPLIES	
Lake Powell Automotive Supply (NA	6237	250146	06/09/2026	06/09/2026	29.71	Swamp Cooler V-Belt - Multiples Purchased Not a	105525.0 - EQUIPMENT - SUPPLIES	
Lake Powell Automotive Supply (NA	6237	250192	06/09/2026	06/09/2026	29.71	Swamp Cooler V-Belt - Multiples Purchased Not a	105525.0 - EQUIPMENT - SUPPLIES	
Lake Powell Automotive Supply (NA	StoreCr	249573	06/01/2026	06/01/2026	\$89.13	V-Belt	105525.0 - EQUIPMENT - SUPPLIES	
Lake Powell Automotive Supply (NA	StoreCr	249573Cr	06/01/2026	06/01/2026	-29.71	V-Belt - Store Credit, Invoice Not Due	105525.0 - EQUIPMENT - SUPPLIES	
Littles Diesel Services	6260	359761	06/30/2026	06/30/2026	\$89.13	LT Safety Inspection on CH30	105525.7 - MAINTENANCE CH30	
Lt Governor's Office	CC1	ECR-00020988	06/10/2026	06/10/2026	30.00	LG Office Renewal for Building Authority	104421.0 - BOOK, SUBSCRIPTIONS	
Marlin Leasing Corporation - Peac S	EFT	42151748	06/09/2026	06/09/2026	\$25.00	June 2026 Xerox Lease	101581.0 - GLEN CANYON SSD CL	
Marlin Leasing Corporation - Peac S	EFT	42151748	06/09/2026	06/09/2026	87.37	June 2026 Xerox Lease	104425.0 - EQUIPMENT - SUPPLIES	
Microsoft Store	CC3	FD Microsoft 365	06/11/2026	06/11/2026	\$174.74	FD Microsoft 365 Subscription	105524.0 - OFFICE EXPENSE & SU	
Northern Arizona Healthcare	6253	26-0625-AHA-BW	06/29/2026	06/29/2026	\$108.44	HS First Aid CPR AED - Dyke J	105533.0 - EDUCATION & TRAININ	
PALSGROVE WOLF	ACH 0609260843 9105	Q1 2026 Dntl/Call	06/09/2026	06/10/2026	\$103.75	Q1 2026 Dntl/Call-Out Pay	105511.0 - SALARIES AND WAGES	
PALSGROVE WOLF	ACH 0608260943 9105	Q4 2025 Dntl/Call	06/09/2026	06/10/2026	210.00	Q4 2025 Dntl/Call-Out Pay	105511.0 - SALARIES AND WAGES	
					\$660.00			
					\$660.00			

Big Water Municipal Corporation
Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
PAYMENTECH FEE	EFT	632026	06/03/2026	06/03/2026	6.18	Bank Charges	104434.0 - BANK CHARGES	
					\$6.18			
PEHP	EFT	June 2026	06/05/2026	06/05/2026	26.90	Treasurer Dental Active Dates 06-01-2026-07-01-2	101581.0 - GLEN CANYON SSD CL	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	43.26	SSD Clerk Dental Active Dates 06-01-2026-07-01-	101581.0 - GLEN CANYON SSD CL	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	107.60	Treasurer Dental Active Dates 06-01-2026-07-01-2	104415.0 - EMPLOYEE MEDICAL B	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	134.50	FD Dental Active Dates 06-01-2026-07-01-2026	105514.0 - MEDICAL BENEFITS	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	134.50	Marshall Dental Active Dates 06-01-2026-07-01-20	105415.0 - MED INSUR	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	134.50	SSD Water Mstrs Dental Active Dates 06-01-2026-	101581.0 - GLEN CANYON SSD CL	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	393.74	Treasurer Health Active Dates 06-01-2026-07-01-2	101581.0 - GLEN CANYON SSD CL	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	703.10	SSD Clerk Health Active Dates 06-01-2026-07-01-	101581.0 - GLEN CANYON SSD CL	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	1,574.94	Treasurer Health Active Dates 06-01-2026-07-01-2	104415.0 - EMPLOYEE MEDICAL B	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	1,968.68	FD Health Active Dates 06-01-2026-07-01-2026	105514.0 - MEDICAL BENEFITS	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	1,968.68	Marshall Health Active Dates 06-01-2026-07-01-20	105415.0 - MED INSUR	
PEHP	EFT	June 2026	06/05/2026	06/05/2026	1,968.68	SSD Water Master Health Active Dates 06-01-202	101581.0 - GLEN CANYON SSD CL	
					\$9,159.08			
					\$9,159.08			
PELORUS METHODS	6238	260701	06/09/2026	06/09/2026	800.00	Third Quarter Pelorus Software & Support	104424.0 - OFFICE EXPENSE & SU	
					\$800.00			
Redd's Ace Hardware	6230	280427	06/01/2026	06/01/2026	18.52	BRKR BR 2P 20A 2"	105525.0 - EQUIPMENT - SUPPLIES	
Redd's Ace Hardware	6230	280974	06/01/2026	06/01/2026	280.77	Tool Set, Pliers, Wrench for Patrol Cars	105421.0 - VEHICLE EQUIPMENT -	
Redd's Ace Hardware	6230	281053	06/01/2026	06/01/2026	63.37	Cooler Pump	105525.0 - EQUIPMENT - SUPPLIES	
					\$362.66			
Redd's Ace Hardware	6239	284202	06/09/2026	06/09/2026	68.21	Terro Ant Block	106427.0 - BLDG & GRNDS - SUPPL	
Redd's Ace Hardware	6246	291614	06/16/2026	06/16/2026	63.37	Cooler Pump	105525.0 - EQUIPMENT - SUPPLIES	
					\$494.24			
SafetySign Com - Brimar Industries	CC1	\$S893894227	06/02/2026	06/10/2026	133.27	Blue Road Signs - Replacement Road Signs	106127.0 - Streets REPAIRS & MAI	
					\$133.27			
SALT LAKE WHOLESALE SPORTS	6254	110829	06/29/2026	06/29/2026	459.66	Marsha Dpt Ammo	105419.0 - EQUIPMENT - SUPPLIES	
					\$459.66			
Schmucker, Elijah	ACH 0609280943 1036	Q1 2026 Dn I/Call	06/09/2026	06/10/2026	30.00	Q1 2026 Dn I/Call-Out Pay	105511.0 - SALARIES AND WAGES	
Schmucker, Elijah	ACH 0609280943 1036	Q4 2025 Dn I/Call	06/09/2026	06/10/2026	255.00	Q4 2025 Dn I/Call-Out Pay	105511.0 - SALARIES AND WAGES	
					\$285.00			
					\$285.00			
Siddons-Martin Emergency Group	6255	0168988	06/29/2026	06/29/2026	2 839.00	Hydrant Va ve, Rocker Lug	105525.0 - EQUIPMENT - SUPPLIES	
					\$2,839.00			
Smart Document Solutions	6231	56029	06/01/2026	06/01/2026	62.73	April 2026 Xerox Use	101581.0 - GLEN CANYON SSD CL	
Smart Document Solutions	6231	56029	06/01/2026	06/01/2026	62.74	April 2026 Xerox Use	104424.0 - OFFICE EXPENSE & SU	
					\$125.47			
Smart Document Solutions	6247	57334	06/16/2026	06/16/2026	52.09	May 2026 Xerox Usage	101581.0 - GLEN CANYON SSD CL	
Smart Document Solutions	6247	57334	06/16/2026	06/16/2026	52.10	May 2026 Xerox Usage	104424.0 - OFFICE EXPENSE & SU	
					\$104.19			
					\$229.66			
SUNRISE ENGINEERING	6243	ARIV1013466	06/15/2026	06/15/2026	2 550.20	Preliminary Design Phase	104431.0 - ENGINEERING	
SUNRISE ENGINEERING	6256	ARIV1013309	06/29/2026	06/29/2026	321.00	M sce laneous - Engineering Services	104431.0 - ENGINEERING	
					\$2,871.20			
Sumwise Solutions	6234	984788	06/04/2026	06/04/2026	8 072.64	Park Pavillon 18% Deposit	106427.0 - BLDG & GRNDS - SUPPL	
					\$8,072.64			

Big Water Municipal Corporation
Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
SWHP, LLC dba Southwest Hazard	6232	8915	06/01/2026	06/01/2026	2,334.55	SCBA Service	105525.0 - EQUIPMENT - SUPPLIES	
					<u>\$2,334.55</u>			
Total Tech Utah	CC1	TT-10082	05/04/2026	06/10/2026	720.00	Trouble Shooting Backups.TownWeb Contract Res	104426.0 - INFORMATION TECHNO	
					<u>\$720.00</u>			
Town Web Design, LLC	CC1	9913	06/02/2026	06/10/2026	2,576.00	Town Website Yearly Payment	104424.5 - TOWN WEBSITE	
					<u>\$2,576.00</u>			
Utah Retirement Systems	10000	PR060726-8831	06/04/2026	06/10/2026	358.90	Retirement	102225.0 - RETIREMENT PAYABLE	
Utah Retirement Systems	10000	PR060726-8831	06/08/2026	06/10/2026	50.00	Roth IRA	102225.0 - RETIREMENT PAYABLE	
Utah Retirement Systems	10000	PR060726-8831	06/08/2026	06/10/2026	2,876.40	Retirement	102225.0 - RETIREMENT PAYABLE	
					<u>\$3,285.30</u>			
Utah Retirement Systems	9999	PR062126-8831	06/22/2026	06/22/2026	50.00	Roth IRA	102225.0 - RETIREMENT PAYABLE	
Utah Retirement Systems	9999	PR062126-8831	06/22/2026	06/22/2026	2,307.85	Retirement	102225.0 - RETIREMENT PAYABLE	
					<u>\$2,357.85</u>			
					<u>\$5,643.15</u>			
Utah State Tax Commission	10000	PR062126-13	06/22/2026	06/22/2026	703.02	State Income Tax	102223.0 - STATE WITHHOLDING P	
Utah State Tax Commission	9999	PR060726-13	06/04/2026	06/10/2026	106.32	State Income Tax	102223.0 - STATE WITHHOLDING P	
Utah State Tax Commission	9999	PR060726-13	06/08/2026	06/10/2026	1,065.24	State Income Tax	102223.0 - STATE WITHHOLDING P	
					<u>\$1,171.56</u>			
					<u>\$1,874.58</u>			
VERIZON WIRELESS	6248	8145222347	06/16/2026	06/16/2026	39.95	Marshal Cell *9940	105429.0 - TELEPHONE	
VERIZON WIRELESS	6248	8145222347	06/16/2026	06/16/2026	39.95	Water Master Cell *1777	101581.0 - GLEN CANYON SSD CL	
VERIZON WIRELESS	6248	8145222347	06/16/2026	06/16/2026	40.01	Deputy Marsha Hot Spot *1176	105428.0 - UTILITIES	
VERIZON WIRELESS	6248	8145222347	06/16/2026	06/16/2026	40.01	Marshal Hot Spot *0404	105428.0 - UTILITIES	
					<u>\$159.92</u>			
					<u>\$159.92</u>			
Walmart	CC3	23057554	06/11/2026	06/11/2026	21.71	GV 40 Pk	105524.0 - OFFICE EXPENSE & SU	
					<u>\$21.71</u>			
WEX BANK	EFT	112900939	06/02/2026	06/02/2026	-0.34	Fuel Rebate	105526.5 - FUEL - CH30	
WEX BANK	EFT	112900939	06/02/2026	06/02/2026	128.14	E31 Fuel May 2026	105526.2 - FUEL - ENGINE 31	
WEX BANK	EFT	112900939	06/02/2026	06/02/2026	180.88	R31 Fuel May 2026	105526.31 - FUEL - R31	
WEX BANK	EFT	112900939	06/02/2026	06/02/2026	349.57	CH30 Fuel May 2026	105526.5 - FUEL - CH30	
WEX BANK	EFT	112922448	06/02/2026	06/02/2026	-1.27	May 2026 Fuel Rebate	105428.0 - FUEL	
WEX BANK	EFT	112922448	06/02/2026	06/02/2026	328.60	May 2026 Marshal Fuel	105428.0 - FUEL	
WEX BANK	EFT	112922448	06/02/2026	06/02/2026	414.35	May 2026 Deputy Fuel	105428.0 - FUEL	
WEX BANK	EFT	999999	06/25/2026	06/25/2026	500.00	Wex Early Pay, Near Limit	105526.2 - FUEL - ENGINE 31	
					<u>\$1,899.93</u>			
					<u>\$1,899.93</u>			
WILKES, ROBERT TY	ACH.0609260943.8971	Q1.2026 Dril/Call-	06/09/2026	06/10/2026	55.00	Q1.2026 Dril/Call-Out Pay	105511.0 - SALARIES AND WAGES	
WILKES, ROBERT TY	ACH.0609260943.8971	Q4.2025 Dril/Call	06/09/2026	06/10/2026	90.00	Q4.2025 Dril/Call-Out Pay	105511.0 - SALARIES AND WAGES	
					<u>\$145.00</u>			
					<u>\$145.00</u>			
WL Construction Supply, Inc	6241	37488	06/09/2026	06/11/2026	440.00	Rescue Master Diamond Blade	105525.0 - EQUIPMENT - SUPPLIES	
					<u>\$440.00</u>			
XPRESS BILL PAY	EFT	INV-XPR036449	06/09/2026	06/09/2026	130.48	Online Bill Pay Service	104434.0 - BANK CHARGES	
					<u>\$130.48</u>			

Big Water Municipal Corporation

Check Register

All Bank Accounts - 06/01/2026 to 06/30/2026

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ZIONS BANK	CC1	06022026 2	06/02/2026	06/10/2026	39.00	Bank Fee - Late Fee	104434.0 - BANK CHARGES	
ZIONS BANK	CC2	06022026	06/02/2026	06/10/2026	19.00	Bank Fee - Late Fee	104434.0 - BANK CHARGES	
ZIONS BANK	CC3	06112026	06/11/2026	06/11/2026	39.00	BANK FEES	104434.0 - BANK CHARGES	
ZIONS BANK	CC3	06112026 2	06/11/2026	06/11/2026	-\$9.00 (\$20.00)	Cash Back Reward Redemption	104434.0 - BANK CHARGES	
ZIONS BANK	EFT	6222026	06/22/2026	06/22/2026	90.84	ANALYSIS FEE	104434.0 - BANK CHARGES	
					<u>\$128.84</u>			
					<u>\$71,720.83</u>			

Big Water Municipal Corporation
General Ledger - 6/1/2026 to 6/30/2026
Wages, Benefits, Retirement

Account		Description	Debit	Credit	Balance
Date	Code				
10 4111.0 - MAYOR SALARIES AND WAGES					\$6,600.00
6/7/2026	PR	Gross Pay	275.00		6,875.00
6/21/2026	PR	Gross Pay	275.00		7,150.00
6/30/2026	AP	INV: 113547075 WEX BANK - June 2026 Marshal Fuel	374.95		7,524.95
			\$924.95		\$7,524.95
10 4113.0 - EMPLOYEE BENEFITS					\$504.96
6/7/2026	PR	Social Security Tax	17.05		522.01
6/7/2026	PR	Medicare Tax	3.99		526.00
6/21/2026	PR	Social Security Tax	17.05		543.05
6/21/2026	PR	Medicare Tax	3.99		547.04
			\$42.08		\$547.04
10 4411.0 - SALARIES AND WAGES					\$72,155.98
6/7/2026	PR	Gross Pay	3,388.86		75,544.84
6/9/2026	AP	INV: Interim Clerk Pay 5/25/2026 - 6/7/2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Pay 5/25-6/7/2026	408.75		75,953.59
6/21/2026	PR	Gross Pay	2,643.09		78,596.68
6/29/2026	AP	INV: Interim Clerk Training Pay 06-08 to 06-21-2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Training Pay 06/08/2026 to 06/21/2026	408.75		79,005.43
			\$6,849.45		\$79,005.43
10 4413.0 - EMPLOYEE BENEFITS					\$6,350.47
6/7/2026	PR	Social Security Tax	210.11		6,560.58
6/7/2026	PR	Medicare Tax	49.14		6,609.72
6/9/2026	AP	INV: Interim Clerk Pay 5/25/2026 - 6/7/2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Pay 5/25-6/7/2026	35.31		6,645.03
6/21/2026	PR	Social Security Tax	163.87		6,808.90
6/21/2026	PR	Medicare Tax	38.32		6,847.22
6/29/2026	AP	INV: Interim Clerk Training Pay 06-08 to 06-21-2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Training Pay 06/08/2026 to 06/21/2026	35.31		6,882.53
			\$532.06		\$6,882.53
10 4418.0 - EMPLOYEE RETIREMENT					\$9,844.55
6/7/2026	PR	Retirement	374.97		10,219.52
6/9/2026	AP	INV: Interim Clerk Pay 5/25/2026 - 6/7/2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Pay 5/25-6/7/2026	65.49		10,285.01
6/21/2026	PR	Retirement	375.05		10,660.06
6/29/2026	AP	INV: Interim Clerk Training Pay 06-08 to 06-21-2026 GLEN CANYON SPECIAL SERVICE DISTRICT OF BIG WATER - Interim Clerk Training Pay 06/08/2026 to 06/21/2026	65.49		10,725.55
			\$881.00		\$10,725.55
10 5411.0 - SALARIES - FULL TIME					\$74,119.29
6/7/2026	PR	Gross Pay	3,199.46		77,318.75
6/21/2026	PR	Gross Pay	3,181.12		80,499.87
			\$6,380.58		\$80,499.87
10 5412.0 - SALARIES - PART TIME					\$22,781.62
6/7/2026	PR	Gross Pay	848.80		23,630.42
6/21/2026	PR	Gross Pay	891.24		24,521.66
			\$1,740.04		\$24,521.66
10 5413.0 - EMPLOYEE BENEFITS					\$7,394.57
6/7/2026	PR	Social Security Tax	251.00		7,645.57
6/7/2026	PR	Medicare Tax	58.70		7,704.27
6/21/2026	PR	Social Security Tax	252.49		7,956.76
6/21/2026	PR	Medicare Tax	59.05		8,015.81
			\$621.24		\$8,015.81
10 5418.0 - EMPLOYEE RETIREMENT					\$20,812.08
6/7/2026	PR	Retirement	867.17		21,679.25
6/21/2026	PR	Retirement	867.17		22,546.42
			\$1,734.34		\$22,546.42
10 5511.0 - SALARIES AND WAGES					\$353,906.00
6/7/2026	PR	Gross Pay	18,340.05		372,246.05
6/9/2026	AP	INV: Q4.2025 Drill/Call-Out Pay WILKES, ROBERT TY - Q4.2025 Drill/Call-Out Pay	90.00		372,336.05
6/9/2026	AP	INV: Q1.2026 Drill/Call-Out Pay WILKES, ROBERT TY - Q1.2026 Drill/Call-Out Pay	55.00		372,391.05

**Big Water Municipal Corporation
General Ledger - 6/1/2026 to 6/30/2026
Wages, Benefits, Retirement**

Account		Description	Debit	Credit	Balance
Date	Code				
10 5511.0 - SALARIES AND WAGES (continued)					
6/9/2026	AP	INV: Q4.2025 Drill/Call-Out Pay\ PALS GROVE, WOLF - Q4.2025 Drill/Call-Out Pay	450.00		372,841.05
6/9/2026	AP	INV: Q1.2026 Drill/Call-Out Pay PALS GROVE, WOLF - Q1.2026 Drill/Call-Out Pay	210.00		373,051.05
6/9/2026	AP	INV: Q4.2025 Drill/Call-Out Pay Schmuker, Elijah - Q4.2025 Drill/Call-Out Pay	255.00		373,306.05
6/9/2026	AP	INV: Q1.2026 Drill/Call-Out Pay Schmuker, Elijah - Q1.2026 Drill/Call-Out Pay	30.00		373,336.05
6/21/2026	PR	Gross Pay	10,378.11		383,714.16
6/25/2026	AP	INV: Fire Dept Drill Pay Burton, Todd S - Fire Dept Drill Pay 2025 Quarter 3	10.00		383,724.16
6/25/2026	AP	INV: Fire Dept Drill Pay Burton, Todd S - Fire Dept Drill Pay 2025 Quarter 4	124.00		383,848.16
6/25/2026	AP	INV: Fire Dept Drill Pay Burton, Todd S - Fire Dept Drill Pay 2026 Quarter 1	180.00		384,028.16
			\$30,122.16		\$384,028.16
10 5513.0 - EMPLOYEE BENEFITS					
6/7/2026	PR	Social Security Tax	1,137.08		\$27,805.07
6/7/2026	PR	Medicare Tax	265.95		28,942.15
6/21/2026	PR	Social Security Tax	643.42		29,208.10
6/21/2026	PR	Medicare Tax	150.48		29,851.52
			\$2,196.93		30,002.00
					\$30,002.00
10 5515.0 - EMPLOYEE RETIREMENT					
6/7/2026	PR	Retirement	1,921.41		\$36,174.31
6/21/2026	PR	Retirement	993.16		38,095.72
			\$2,914.57		39,088.88
					\$39,088.88
10 5611.0 - SALARIES AND WAGES					
6/15/2026	AP	INV: 202606 Kane County Building Department - May 2026 Inspections	585.60		\$11,846.80
6/18/2026	PR	Gross Pay	618.00		12,432.40
			\$1,203.60		13,050.40
					\$13,050.40
10 5613.0 - EMPLOYEE BENEFITS					
6/18/2026	PR	Social Security Tax	38.32		\$572.25
6/18/2026	PR	Medicare Tax	8.96		610.57
			\$47.28		619.53
					\$619.53
10 6110.0 - Streets SALARIES & WAGES					
6/7/2026	PR	Gross Pay	275.00		\$6,600.00
6/21/2026	PR	Gross Pay	275.00		6,875.00
			\$550.00		7,150.00
					\$7,150.00
10 6113.0 - Streets BENEFITS					
6/7/2026	PR	Social Security Tax	17.05		\$504.96
6/7/2026	PR	Medicare Tax	3.99		522.01
6/21/2026	PR	Social Security Tax	17.05		526.00
6/21/2026	PR	Medicare Tax	3.99		543.05
			\$42.08		547.04
					\$547.04
Report Total:			\$56,782.36	\$0.00	\$714,755.27

When Recorded Return To:
Big Water Town
60 North Aaron Burr Road
Big Water Town, Utah 84741

AGREEMENT TO ACT AS BODY POLITIC

THIS AGREEMENT TO ACT AS BODY POLITIC (hereafter “this Agreement”) is made and entered into on this ____ day of April, 2025, by and between BIG WATER TOWN, a Utah municipal corporation organized and existing under the laws of the State of Utah (hereinafter referred to as “Big Water”), and Lone Rock Views At Lake Powell Homeowners Association, Inc., a Utah Domestic Nonprofit Corporation under the laws of the State of Utah, (hereinafter “Lone Rock”), and Lone Rock Developers at Lake Powell, LLC, a Utah Limited Liability Company, and the successors and assigns of each individual Lot when conveyed to a private buyer, (hereinafter collectively referred to as “Developer”). Big Water and Lone Rock may individually or collectively be referred to hereafter as “Party” or “Parties” as applicable.

RECITALS:

- A. **WHEREAS** Big Water is the governmental entity responsible for providing sewer collection and treatment services for certain real properties within the municipal boundaries of Big Water, Kane County, Utah, located in Kane County, Utah.
- B. **WHEREAS** Developer is the owner of real property (hereafter referred to as “the Property”) located within Big Water’s incorporated service area and more particularly identified as including property identified as B-24-80, B-24-79, B-24-83, B-24-82, and B-24-81 as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference, upon which Townhomes have or shall be constructed and sold to various private buyers.
- C. **WHEREAS** Lone Rock has developed certain structures and has obtained development approval for developing additional residential structures known as Lone Rock Views Townhouses, a subdivision recorded at the office of the Kane County Recorder as document _____, which will consist of not to exceed 84 single-family townhouses, which are or will be developed as individually owned residential lots (hereafter “the Project”).
- D. **WHEREAS** As part of the Project, Lone Rock has installed a sewerage disposal system (titled Lone Rock Views at Lake Powell, LLC) approved by the State of Utah Department of Environmental Quality, (hereafter “DEQ”), which is identified as AdvanTex – AX-Max Wastewater Treatment System, servicing all present and future lots

identified herein, including underground sewer lines, and a wastewater disposal system (hereafter referred to as "LUWDS").

- E. **WHEREAS** The permit for construction of the LUWDS for the Project was issued by DEQ, the wastewater disposal system was completed, and a Large Underground Wastewater Disposal System Operating Permit was issued by DEQ in anticipation that it would be sponsored by a body politic, as defined in R317-1-1 Utah Administrative Rules. (See **Exhibit "B"**)
- F. **WHEREAS** Subject to the terms and conditions stated herein, Big Water is willing to act as the body politic for the Project with the assistance of a Service Provider, currently identified as Jex Environmental Solutions, LLC.
- G. **WHEREAS** Big Water and Lone Rock desire to enter into a written agreement specifying the terms and conditions pursuant to which Big Water shall act as body politic for the Project.

AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the Parties hereto agree as follows:

- 1. **Incorporation of Recitals.** Recitals A through G and all Exhibits hereto are hereby incorporated herein as if fully set forth.
- 2. **Warranty of Ownership.** Developer hereby covenants and warrants that it is the owner of record, free and clear of any liens and encumbrances, of the Property described in **Exhibit "A"**.
- 3. **Developer and Lone Rock's Obligations.** Developer and Lone Rock shall, at their expense, be solely responsible and liable to:
 - a. Submit to the DEQ, Big Water and Jex Environmental Solutions, LLC, complete as-built plans, specifications, and all other pertinent documents covering construction of the LUWDS and related facilities, and to fully cooperate in providing all necessary documentation to disclose all information related to the sewer system not yet made available or as hereafter requested, (See **Exhibit "C"**); and
 - b. Require each Lot owner to agree and acknowledge their individual obligation to make and pay their pro-rata share of all costs to maintain, construct, repair and replace any portion of the LUWDS. All payments shall be made directly to Lone Rock for the benefit of Big Water; nevertheless, reserving to Big Water the right to collect the same directly from a Lot owner, at the sole discretion of Big Water.

- c. Deliver to Big Water all deeds, easements, or rights of way deemed necessary by Big Water for ingress and egress, as well as those easements necessary for monitoring, maintaining, repairing and replacing any portion of the LUWDS and related facilities; and
 - d. Verify with Big Water Town that the plans and specifications for the LUWDS and related facilities, has been constructed in accordance with:
 - i. the plans and specifications as approved by the DEQ including all O&M Manuals, Plans and Specifications. (See Exhibit "C")
 - ii. all applicable rules and regulations of Big Water, as contained in the Operation and Construction Standards for AdvanTex Treatment Systems and certification that the same has been properly installed and is fully operational.
4. Body Politic. Big Water shall serve as the body politic for the Project, within the meaning of R317-1-1 Utah Administrative Rules.
5. Individual Lateral Sewer Lines. Notwithstanding any other provision of this Agreement, individual lot owners shall be responsible and liable for all construction, installation, maintenance, repair and replacement of individual lateral sewer lines.
6. Big Water Town's Obligations; Payment. As body politic, Big Water Town shall be responsible to:
- a. Operate the LUWDS and related facilities so as to at all times produce effluents meeting all requirements of R317-3 of the Utah Administrative Rules and otherwise in a manner consistent with adequate protection of public health and welfare, including the keeping of mandatory records of the operation of the LUWDS covered under R317-3 on forms approved by the DEQ, with a copy of such records to be forwarded to the DEQ at monthly or other mandated intervals.
 - b. Monitor, maintain, improve, repair, and replace any defective part of LUWDS and related facilities, subject to payment to Big Water by Developer and/or Lone Rock and its, its successors and assigns, (including the liability and obligation to Big Water of each individual lot owner if Developer and Lone Rock fail to pay the same pursuant to U.C.A. 10-11-3), for all costs and expenses incurred in accordance with the following:
 - i. Open an escrow account in which Lone Rock shall deposit \$5,000 which shall be held and controlled in a reserve account for servicing the LUWDS and related facilities in the event of an emergency, along with such additional funds as Big Water may require to perform all ongoing

maintenance, repair and replacement of any part of the LUWDS system to meet all requirements of R317-3. Any incident which utilizes all or any portion of the reserve account shall be replenished by Lone Rock or Developer on the next billing cycle after written demand from Big Water is made to replenish said funds. Depending upon operation costs, Big Water reserves the right to increase said reserve account based upon ongoing operating expenses upon sixty (60) days written notice.

- ii. Properly assess the Town's expenses to Developer and Lone Rock, its successors and assigns, who shall be jointly and severally liable for all costs incurred by the Town, including wages, materials, equipment, and employment of professionals to assist in servicing the LUWDS and its facilities, and for all other related costs paid by the Town for servicing the LUWDS system. (A current assessment of the anticipated operating expenses is attached hereto as **Exhibit "D"**, including but not limited to hourly rates, anticipated time for weekly inspections, routine maintenance visits by an employed professional, replenishment of the escrow/reserve account.)
- iii. At the beginning of each year (or such other time as determined by Big Water), Big Water shall cause to be mailed to Developer and Lone Rock an estimate for the coming year of the total costs and expenses for monitoring, reporting to DEQ, maintaining, repairing and replacing of the LUWDS and related facilities.
- iv. Big Water shall send a quarterly billing statement to Developer and Lone Rock for one-fourth (1/4) of the total annual estimated costs and expenses.
- v. Developer or Lone Rock shall jointly and severally pay to Big Water all amounts shown as due and owing within 20 days of the date of such quarterly billing.
- iv. Any amounts not paid within 20 days of the date of billing shall be deemed delinquent and shall accrue interest at the rate of 18% per annum until paid in full, against Developer and Lone Rock, jointly and severally.
- v. At the end of each year, the estimated billing for that year shall be adjusted to reflect the actual costs of operating, monitoring, reporting to DEQ, maintaining, repairing and replacing of the LUWDS and related facilities, with any credit or deficit to be included as part of the next year's estimated billing.

- vi. In the event that Lone Rock and Developer shall fail to pay in full all costs required by Big Water, the amount due, including interest and administrative fees, may, at the election of Big Water and in addition to any other remedy allowed by law, be certified to the Kane County Treasurer in accordance with Utah Code Ann. §17B-1-902 and shall become a lien upon Developer, each individual lot owner as a successor in interest to Developer, and Lone Rock properties subject to all collection procedures provided for therein.
 - vii. Developer's obligations shall cease under this Agreement upon the sale of all lots to third-party purchasers.
- 7. Waiver; Indemnification. Lone Rock Developer, and Developer's successors and assigns, hereby agree to waive any and all claims against Big Water, and, further, to indemnify, defend and hold Big Water harmless from and against any and all claims, demands, causes of action or lawsuits, for any damage or injury to persons or property which is in any way related to the operation, maintenance, repair or replacement of the LUWDS and related facilities, except where any such injury or damage is attributable to Big Water's negligent performance of any maintenance or repair work on said LUWDS and related facilities.
- 8. Breach; Default. In the event of a breach or default in the terms of this Agreement by either party, the breaching or defaulting party shall be liable for any damages caused by said breach or default, as well as payment for all costs and expenses incurred by the non-breaching or defaulting party in enforcement of this Agreement, including court costs and a reasonable attorneys fee.
- 9. Term of Agreement. This Agreement shall continue in force and effect until such time that the LUWDS is replaced by other means of sewage collection and treatment acceptable to Big Water.
- 10. Binding Effect of Agreement. This Agreement shall be binding on Lone Rock, its successors and assigns and shall be recorded at the office of the Kane County Recorder against all Lots utilizing the LUWDS and its facilities. The recording of this Agreement against all Lots serviced by LUWDS shall constitute notice to each Lot owner, its successors and assigns, of their respective obligations under this Agreement if Lone Rock fails to pay Big Water for the services provided hereunder.
- 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

12. Time Essence. Time shall be of the essence in interpreting the provisions of this Agreement.

13. Governing Law. This Agreement shall be construed under the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

DATED this ____ day of June, 2025.

BIG WATER TOWN

David Schmucker, Mayor

Attest:

Katie Joseph, Town Recorder

Dated this ____ day of June, 2025.

LONE ROCK VIEWS AT LAKE POWELL HOA,
INC.

Rick Anderson, Director

Martin Anderson, Director

STATE OF UTAH)
 : ss.
COUNTY OF KANE)

On the ____ day of _____, 2025, personally appeared before me Martin Anderson, Rick Anderson, who, being by me duly sworn, did say that they are Directors of Lone Rock Views at Lake Powell Homeowners Association, Inc. a Utah Corporation and that they t

they have signed the foregoing instrument for the reasons stated therein, by authority of the Association as approved by its Bylaws.

NOTARY PUBLIC

Dated this ____ day of June, 2025.

LONE ROCK DEVELOPERS AT LAKE
POWELL, LLC

Rick Anderson, Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

On the ____ day of _____, 2025, personally appeared before me Rick Anderson, who, being by me duly sworn, did say that he is the managing member of Lone Rock Developers at Lake Powell, LLC, a Utah Limited Liability Company, and that he has signed the foregoing instrument for the reasons stated therein, by authority of the Company in accordance with its Operating Agreement, and that said Company authorized execution of the same and said Company agrees to abide by its terms.

NOTARY PUBLIC

EXHIBIT A

(Legal Description of Property)

EXHIBIT B

(Large Underground Wastewater Disposal System Operating Permit)

EXHIBIT C

(Plans and O&M Manual)

EXHIBIT D

(Estimated Operational and Maintenance Costs)



WATER QUALITY

LARGE UNDERGROUND WASTEWATER SYSTEM OPERATING PERMIT

ANNUAL INSPECTION REPORT

(Per Rule R317-5-1.1 and R317-5-9)

Due August 1st (Reporting Year July 1, 2024 - June 30, 2025)

NAME OF SYSTEM: _____

ADDRESS OF SYSTEM (with County): _____

OWNER NAME: _____ ADDRESS: _____

TELEPHONE: (____) _____ -- _____ EMAIL ADDRESS: _____

1. **CHANGES TO THE SYSTEM:** Check any changes to system components made during the Reporting Year. Use an additional sheet if needed to adequately describe any changes or modifications (Note - Leave blank if no change was made):

- ☐ Septic Tank (Provide GPS coordinates) _____
- ☐ Alternative Treatment Unit; ☐ Grease Trap; ☐ Pump Tank w/ Floats; ☐ Control Panel; ☐ Distribution Box or Valve;
- ☐ Pressure Distribution; ☐ Drip Irrigation; ☐ Trenches; ☐ Deep Trench; ☐ Bed; ☐ Mound
- ☐ Other (describe) _____
- ☐ Number and Type of Connections (e.g. residential units, RV spaces, etc.) _____

2. **FLOW OF WASTEWATER :** _____ gpd (average) Obtained by: _____

☐ Flow meter; ☐ Pump Event Control Panel; ☐ Estimate; ☐ Other (describe) _____

3. **INSPECTIONS MADE TO THE SYSTEM:**

Measure and record depth of sludge/ scum levels, pump when necessary: • Septic Tank • Pump Tank • Grease Trap (if tanks have been pumped prior or will be pumped, within 6 months of inspection date- no measurement is necessary)	Inspect and clean when necessary, with date performed: • Pump/Floats • Control Panel • Pump Filter	Flush/ clean pressure laterals, measurement of height; inspect for ponding or surfacing in dispersal area; reset squirt height for equal pressure and date inspected.	Follow Manufacturer Recommendations: • Recirculation Tank • Pre-Treatment Unit • Miscellaneous • and date inspected
--	--	---	---

4. DATE: _____ FINDINGS: _____

DATE: _____ FINDINGS: _____

DATE: _____ FINDINGS: _____

DATE: _____ FINDINGS: _____

5. **PACKED BED MEDIA SYSTEM ONLY** (if system is not a packed bed, leave blank):

DATE OF SAMPLE: _____ RESULTS: _____ BODs; _____ TSS; _____ Field Turbidity

DATE OF SAMPLE: _____ RESULTS: _____ BODs; _____ TSS; _____ Field Turbidity

DATE OF SAMPLE: _____ RESULTS: _____ BODs; _____ TSS; _____ Field Turbidity

5. **OTHER: NOTABLE OBSERVATIONS/ COMMENTS** (Tank(s) need pumping, pumped, etc.; Add more sheets as needed)

6. **NAME OF PERSON PERFORMING MAINTENANCE/ INSPECTIONS:** _____

CERTIFIED: ☐ LEVEL 2 ☐ LEVEL 3

7. **NAME AND SIGNATURE OF PERSON COMPLETING THIS REPORT** (Note - by signing this document, you verify that the information in this report is true and accurate to the best of your knowledge.)

Print Name

Signature

Date

Email completed form to: LUWDS@utah.gov (PREFERRED)

OR

Mail completed form to:

Division of Water Quality
c/o Engineering Section
P O Box 144870
Salt Lake City, UT 84114-4870
Phone: 385-501-9580

PACKED BED MEDIA WASTEWATER SYSTEM OPERATION AND MAINTENANCE SERVICING AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made this day of June 7, 2024, between:

Client: Big Water Municipal
60 N Aaron Burr
Big Water, UT 84741
Phone: 435-675-3760
Email: bigwaterclerk@gmail.com

Service Provider: Jex Environmental Solutions, LLC
77 West 3650 South
Nibley, UT 84321
Phone: 435-753-2051
Email: richard@jexenvironmental.com

PROJECT

Name: Lone Rock Views Townhomes
Description: AdvanTex – AX-Max Wastewater Treatment System (LUWDS)
Location: Big Water, UT

SCOPE OF SERVICES

Scope: Provide Level 3 Certified Operation & Maintenance of an alternative onsite wastewater system. Includes required routine system maintenance servicing & inspections for septic tanks as well as alternative treatment systems and drain field monitoring. Service visits to be conducted semi-annually per rule requirements. Frequency can be increased at same rate based on client request or direct observations made during servicing events. Effluent sampling to be collected and submitted to laboratory on a semi-annual basis or as necessary based on system performance.

Schedule: Services will begin upon Client's request, after Agreement has been signed.

COMPENSATION

Client agrees to compensate Jex Environmental Solutions within 30 days of invoice date. Invoicing will be submitted as part of each O&M event.

Fees invoiced will be billed at \$1,500.00 per routine inspection plus reasonable additional expenses incurred, as needed, to retain the system within compliance. Documentation of all additional expenses will be provided upon request. Additional expenses are generally limited to laboratory fees (currently \$240 per event) and misc. parts or small repairs. Any significant expenses for repair or replacement parts beyond routine operational costs are to be pre-approved by the Client. Pricing for routine inspection will be adjusted as additional tanks are added in further development.

Any additional site visit scheduled with at least 2 weeks prior, at the request of the client, or part of system troubleshooting will be invoiced at the same rates, in addition to the planned semi-annual frequency. Emergency Responses may be billed at \$150 per hour (including travel). Any response requiring a site visit with less than 14 days' notice, after hours, weekends, or holidays is considered an Emergency Response.

TERMINATION

Contract is non-binding to both parties, either the Client or Service Provider may cancel contract without any prior notice or cause. Client agrees to compensate for work completed but not yet paid if cancellation request occurs after a servicing event but prior to invoicing and payment has been processed for said event.

SIGNATURES Both the Client and Richard Jex hereby acknowledge that each has read and agrees to the Terms and Conditions, which are incorporated herein and made a part of this Agreement.

Client:

Service Provider:

By: _____

By:  _____

Richard Jex

Print Name: _____

Title: _____ Date: _____

Date: 6/7/2024

PACKED BED MEDIA WASTEWATER SYSTEM OPERATION AND MAINTENANCE SERVICING AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made this day of June 7, 2024, between:

Client: Big Water Municipal
60 N Aaron Burr
Big Water, UT 84741
Phone: 435-675-3760
Email: bigwaterclerk@gmail.com

Service Provider: Jex Environmental Solutions, LLC
77 West 3650 South
Nibley, UT 84321
Phone: 435-753-2051
Email: richard@jexenvironmental.com

PROJECT

Name: Lone Rock Views Townhomes
Description: AdvanTex – AX-Max Wastewater Treatment System (LUWDS)
Location: Big Water, UT

SCOPE OF SERVICES

Scope: Provide Level 3 Certified Operation & Maintenance of an alternative onsite wastewater system. Includes required routine system maintenance servicing & inspections for septic tanks as well as alternative treatment systems and drain field monitoring. Service visits to be conducted semi-annually per rule requirements. Frequency can be increased at same rate based on client request or direct observations made during servicing events. Effluent sampling to be collected and submitted to laboratory on a semi-annual basis or as necessary based on system performance.

Schedule: Services will begin upon Client's request, after Agreement has been signed.

COMPENSATION

Client agrees to compensate Jex Environmental Solutions within 30 days of invoice date. Invoicing will be submitted as part of each O&M event.

Fees invoiced will be billed at \$1,500.00 per routine inspection plus reasonable additional expenses incurred, as needed, to retain the system within compliance. Documentation of all additional expenses will be provided upon request. Additional expenses are generally limited to laboratory fees (currently \$240 per event) and misc. parts or small repairs. Any significant expenses for repair or replacement parts beyond routine operational costs are to be pre-approved by the Client. Pricing for routine inspection will be adjusted as additional tanks are added in further development.

Any additional site visit scheduled with at least 2 weeks prior, at the request of the client, or part of system troubleshooting will be invoiced at the same rates, in addition to the planned semi-annual frequency. Emergency Responses may be billed at \$150 per hour (including travel). Any response requiring a site visit with less than 14 days' notice, after hours, weekends, or holidays is considered an Emergency Response.

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SIGNATURES Both the Client and Richard Jex hereby acknowledge that each has read and agrees to the Terms and Conditions, which are incorporated herein and made a part of this Agreement.

Client:

Service Provider:

By: _____

By:  _____

Richard Jex

Print Name: _____

Title: _____ Date: _____

Date: 6/7/2024



LARGE UNDERGROUND WASTEWATER DISPOSAL SYSTEM OPERATING PERMIT

Utah Department of Environmental Quality, Division of Water Quality



WATER QUALITY

NAME OF SYSTEM: **LONE ROCK VIEWS AT LAKE POWELL**

CONTACT PERSON/ MAILING ADDRESS/ PHONE NO: **Mayor David Schmuker / Town of Big Water**
Drawer 410127, 60 North Aaron Burr, Big Water, Utah 84741-2127 (435) 675-3760

SYSTEM LOCATION: **Township 43S Range 2 East Section 24, Big Water, Kane County**

ISSUE DATE: **September 17, 2024**

EXPIRATION DATE:

August 29, 2029

ISSUED BY: *John K. Mackey*, John K. Mackey, PE, Director, Division of Water Quality

Until such time as this permit expires or is modified or revoked, the permittee is authorized to operate a large underground wastewater disposal system (LUWDS) in conformance with all the requirements, limitations, and conditions set forth in *Utah Administrative Code R317-5*, with the attached schedules as follows:

SCHEDULE A

Waste Disposal Limitations

1. The permittee is authorized to operate and maintain a large underground wastewater disposal system (LUWDS) that has been constructed in accordance with plans and specifications approved by the Division of Water Quality and with the following conditions:
 - a. System type: ☐ Conventional Gravity
☐ Conventional with Pump-to-Gravity
☒ Pressure Distribution
☒ Alternative (describe) **Orenco AdvanTex packed bed media**
 - b. Maximum Daily Design Flow: **4,800 gallons per day (gpd)**
 - c. Components of wastewater disposal system (check all that apply):

☐ Grease Trap	☒ Septic Tanks 3 - 2,500 gallon DuraCrete septic tanks
☐ Pump Tank w/ Floats	☐ Recirculating Tank
☒ Control Panel	☒ Effluent Treatment Orenco AdvanTex packed bed
☐ Distribution Box	☐ Distribution Valve
☒ Pressure Distribution	☐ Drip Irrigation
☐ Trenches	☒ Deep Trench 2 zones, Each w/ 8 - 60' laterals, 5' deep
☐ Bed	☐ Mound
☒ Other (describe): 1 - 5,000 gallon DuraCrete equalization tank; Total drainfield area = 9,600 square feet	
 - d. Drainfield media: ☒ Gravel; ☐ Chambers (Describe)
 - e. Effluent parameters will meet R317-4 for domestic wastewater or additional treatment may be required.
2. Discharge of untreated or partially treated sewage or septic tank effluent directly or indirectly to the ground surface or to the surface waters of the State of Utah constitutes a public health hazard and is prohibited. This permit does not relieve the permittee from responsibility for compliance with any other applicable federal, state, or local law(s), rule(s) or standard(s).
3. No cooling water, air conditioner water, groundwater, oil, hazardous materials, roof drainage, storm water runoff, or other aqueous or non-aqueous substance which is, in the judgment of the Division, detrimental to the performance of the LUWDS or to groundwater, shall be discharged into the wastewater treatment system.
4. No activities shall be conducted that could cause an adverse impact on existing or potential beneficial uses of groundwater.

SCHEDULE B

Required Servicing and Inspections

1. ☐ Annually ☒ Semi-Annually (Every 6 months) ☐ Other (specify)
2. All servicing and inspections must be conducted by a certified maintenance person per R317-11. Level 2 is required for conventional systems and Level 3 for all other LUWDS.

Name of person performing LUWDS maintenance: **Richard Jex**

☐ Level 2 ☒ Level 3

Note: Permittee must notify the Division within 30 days if maintenance person is replaced.

3. If sample results exceed Effluent Sampling Parameters (other than flow of wastewater) listed in R317-4-13, Table 7.3, report to the Division within 5 days and follow rules in R317-5-9.2.D.

Inspection Components

TYPE OF SYSTEM	Measure sludge/scum levels, pump when necessary: • Septic Tank • Pump Tank • Grease Trap	Inspect and clean when necessary: • Pump/Floats • Control Panel • Pump Filter	Flush / clean pressure laterals; inspect for ponding or surfacing in drainfield; Adjust squirt height for equal pressure.	Follow Manufacturers Recommendations*: • Recirculation Tank • Pre-Treatment Unit • Miscellaneous
Conventional Gravity or Pump-to-Gravity	☐	☐	☐	☐
Pressure System (drip)	☐	☐	☐	☐
Mound, At-Grade	☐	☐	☐	☐
Packed Bed	☒	☒	☒	☒

*Manufacturer recommendations may require more frequent inspections

Minimum Frequency of Periodic Inspections

TYPE OF SYSTEM	Every 12 months	Every 6 months
Conventional Gravity or Pump-to-Gravity 5,000 - 15,000 gal/day 15,000 + gal/day	☐ ☐	☐ ☐
At-Grade Alternative System (first 5 years only)	☐	☐
Pressure System (drip or mound)	☐	☐
Packed Bed	☐	☒
Treatment System (to lower waste strength levels)	☐	☐

Monitoring and Reporting Requirements

Item or Parameter	Minimum Frequency	Type of Sample	Effluent Discharge Standards
Flow of wastewater (gpd)	Semi-Annually	Estimated based on meter readings	Approved design flow (gpd)
Field Turbidity, or BODs and TSS	Semi-Annually	Grab	Field Turbidity $\leq$ 20 NTU OR BOD 5 $\leq$ 25 mg/L and TSS $\leq$ 25 mg/L

Reporting

Monitoring, maintenance practices, solids handling and results shall be reported on Division approved forms and must be submitted by **August 1, following the "reporting year" period of July 1 to June 30.**

Submit Annual Inspection Reports (via Email, US Mail, or Fax) to:

Email: LUWDS@utah.gov

Telephone: 385-501-9580

Fax: 801-536-4301

Mailing Address: Division of Water Quality, c/o LUWDS, PO Box 144870, Salt Lake City, UT 84114-4870

SCHEDULE C

Special & General Conditions

1. All septage/sludge shall be managed by a permitted liquid waste operator (septic system pumper) as defined in R317-550
2. Any observations of excessive kitchen wastes, surfacing sewage, etc., shall be reported to the Division within 5 working days.
3. The permittee must maintain all treatment and control facilities in good working order and in conformance with permit requirements.



Drawer 410127, 60 N Aaron Burr, Big Water, UT 84741-2127
Office (435) 675-3760 | Fax (435) 675-3736 | Fire Department (435) 675-5837

July 25, 2024

Robert Beers
Onsite Program Manager – Engineering Section
Department of Water Quality
195 N. 1950 W. Salt Lake City, Utah 84116

Subject: Construction Approval, Lone Rock View Townhomes, Township 43S Range 2 East
Section 24, Big Water, UT

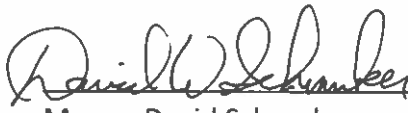
Robert,

Big Water town (sponsoring body politic) is requesting the construction approval for the Lone Rock View Townhomes Large Underground Wastewater Disposal System.

Our engineer has reviewed the plans and has accepted them.

Thank you and please contact this office at your convenience if you have any questions or require any additional information, Monday through Thursday 9:00am-3:00pm @ 435-675-3760.

Sincerely,

 Date 7-29-24
Mayor, David Schmucker

 Date 7/29/24
Town Clerk, Katie Joseph

