

## AGENDA

### THE REGULAR TOWN COUNCIL MEETING

**WEDNESDAY, JANUARY 15<sup>th</sup> 2025 AT 6:30 P.M.**

CASTLE VALLEY COMMUNITY CENTER - 2 CASTLE VALLEY DRIVE

This meeting will be a hybrid meeting held electronically by Zoom and also in person at the anchor site the Town Building . If you have comments or concerns for the Council please attend or email them prior to the Meeting: [townclerk@castlevalleyutah.com](mailto:townclerk@castlevalleyutah.com) or call 259-9828 M-W 9AM-1PM. Thank you!

#### **PLEASE NOTE: \*\* HOW TO JOIN THE ZOOM CONFERENCE CALL\*\***

Meeting ID: 660 541 0108 Passcode: 84532

Option 1 Dial-in phone number (US): (253) 215-8782 follow prompts.

Option 2 Join the online meeting (must have computer speakers and microphone):

<https://zoom.us/j/6605410108?pwd=Q05sYm5qQ0lpNIY5TVp2bTU5VnZjQT09>

#### **Call to order and Roll Call**

#### **Regular Town Meeting**

**1.** Open Public Comment:

**2.** Approval of Minutes: Regular Town Council Meeting December 18th, 2024.

**3.** Executive Reports:

\*Natural Resources Conservation Service- Nicole Steiff and Kyle Wheeler re: NRCS Grant Funding

\*Water Agent and Water Committee Report - John Groo/ CM O'Brien

\*Road Department Report- D.Honer

\*Planning & Land Use Commission-Faylene Roth

\*Utah Renewable Communities-CM Gibson

\*Fire District-M Duncan /Chief Drake

\*Treasurer's Report-CM Hill

**4.** Correspondence: TBA

**5.** Administrative Matters & Procedures: Town letters, Janitor/Grounds Keeper position, Conflict of Interest

Disclosure deadline, 2.19.25 Public Hearing to amend the FY2025 Budget. Water Management Plan Public Workshop next Wednesday 1. 22.200 2at 6:30PM, Hazard Mitigation Meeting Tuesday 1.28.2025 at 6:30PM

#### **NEW BUSINESS**

**6.** Discussion and Possible Action re: Natural Resource Conservation Service grant funding.

**7.** Discussion and Possible Action re: Approval of 2.5% 2025 Employee COLA increase.

**8.** Discussion and Possible Action re: Hansen Subdivision Ordinance MOU Amendment.

**9.** Discussion and Possible Action re: Approval of payment of \$188,888.88 to Mountain West Industrial for the Upper 80 Low Water Crossing. \$158,888.88 to be reimbursed with the CDBG Grant

#### **UNFINISHED BUSINESS -none**

**10.** Closed Meeting (If necessary)

**11.** Payment of the bills.

#### **ADJOURNMENT**

**For Meeting Packets go to:** <https://www.utah.gov/pmn/index.html>    Government: select "Cities"

Entity: select "Castle Valley" Body: select "Town of Castle Valley" Select this meeting and click on "Download attachments"

## **REGULAR TOWN COUNCIL MEETING DRAFT MINUTES**

**WEDNESDAY, DECEMBER 18<sup>th</sup>, 2024, AT 6:30 P.M.**

**CASTLE VALLEY TOWN BUILDING - 2 CASTLE VALLEY DRIVE**

**\*\*This meeting was a hybrid meeting held electronically by Zoom and also in person at the anchor site of the Town Building.**

Council Members Present: Mayor Duncan, Council Members Gibson, Holland, and O'Brien.

Absent: CM Tory Hill

Present at the anchor site: Robert Hollahan, Dorje Honer, Ron Drake, Colleen Thompson, and Egmont Honer.

Others Present on Zoom: John Groo, Norman and Peggy Llewellyn, Pam Hackley and Bob Lippman.

### **Regular Town Meeting**

M Duncan called the Meeting to Order at 6:30 PM, Buck called role.

### **Regular Town Meeting**

1. Open Public Comment: None

2. Approval of Minutes: Regular Town Council Meeting November 20th, 2024.

CM Gibson moved to approve the minutes from November 20th, 2024; CM O'Brien seconded motion passed unanimously.

3. Executive Reports:

\* Recreation Special Service District-Robert Hollahan

Hollahan introduced himself, he has been unable to attend Town meetings because the Rec. District meetings are the same night. Grant funds are down as they are derived from mineral lease money. They also received money from TRT funds. He will keep us posted on the next grant application period. They generally receive about 15 grant applications per year. Grant requests range from \$1500-\$10,000, the 2024 average was \$3000.

M Duncan thanked Hollahan for attending and for his service.

\*Water Agent and Water Committee Report - John Groo no questions.

\*Road Department Report-Dorje Honer. Reports provided. M Duncan announced Mike Souza will be retiring; she thanked him for his service and wished him the best.

\*Planning & Land Use Commission-Faylene Roth- Item 8

\* Emergency Medical Services- Ed Weeks- Reports and 2025 Budget provided.

\*Utah Renewable Communities-CM Gibson reported the URC Board is trying to work out how to fund various renewable projects over time. Rates may increase to fund these projects and then the rates would go down over time once projects are up and running.

\*Fire District-Chief Drake reported on a chimney fire last week and reminded residents to keep their chimneys clean.

4. Correspondence: None

5. Administrative Matters & Procedures: No new Town letters. M Duncan has interviewed someone for Janitor/Grounds Keeper position pending their final decision by January 1st. CDBG Project update MWI will start pouring cement tomorrow for the first section, the second section will be poured after Christmas. Honer explained that there was concern that the rip rap was smaller than the engineer's specs. This will be solved by MWI bringing in larger rip rap to add to the existing rip rap. The cement should be ready to drive on the second week of January.

NRCS project update we received the Request for Qualifications from Jones DeMille. Disclosures of Conflict of Interest every January the Council is required to submit these, and they are to be put on our website to comply with HB 80. Amending the FY2025 Budget will be done in February. Hazard Mitigation Committee Meetings will start in January. The Committee will be Mayor Duncan, Ron Drake, Jeff Whitney, Dorje Honer. The Water Management Plan Public Workshop was scheduled for January 22nd, the Wednesday after the next Council Meeting. Emergency Operations Team welcomes Sue Frey.

**NEW BUSINESS**

**6.** Discussion and Possible Action re: Letter of Support for County Federal Lands Access Grant Program (FLAP) application.

CM Gibson was opposed to the scale of the project. CM O'Brien suggested that sending a letter maybe better than not sending any letter. M Duncan agreed and thought there would be more opportunity to comment during a scoping period for the project in the future. Council refocused the letter stating the Council does not support the project in its entirety but pointed out some pros and cons of certain aspects of the project. They did support road surface and bridge repairs, culvert replacement but not widening the road or reducing the crest of Pace hill.

CM O'Brien moved to approve the letter with the changes made in the meeting; CM Holland seconded motion passed unanimously.

**7.** Discussion and Possible Action re: Repeal of Ordinance 2004-2 the Master Development Plan/Rezoning Ordinance.

M Duncan explained that this Ordinance was combined into the new amended Subdivision Ordinance, so it is no longer needed. There was some discussion about annexing the Town to include the Town's Watershed. M Duncan questioned if a municipality can annex public lands. CM Holland added that the Town should be proactive giving examples of issues in Bluff and the Kane Creek development. Discussion continued annexing would require the Town to provide services to those areas and what if residents in those areas did not want to be annexed. Grand County is currently working on land use revisions. Also, State and Federal land would be involved in any annexation. The concept of annexation may be discussed at the January Water Workshop. Buck suggested we look into the process/requirements for annexation before we get too far.

CM Gibson moved to approve repealing Ordinance 2004-2 the Master Development Plan/Rezoning Ordinance; CM O'Brien seconded the motion passed unanimously.

**8.** Discussion and Possible Action re: Approval of the Home/Premise and Nonpermanent CUP Renewals.

CM O'Brien moved to approve the CUP and Business renewals; CM Holland seconded motion passed unanimously.

**9.** Discussion and Possible Action re: Proceeding with CIB Grant/Loan application for Castle Valley Drive box culverts.

M Duncan explained that the NRCS does not fund building or replacing infrastructure they will protect it, but we will have to buy the culverts. So, we have to figure out how to best leverage the funds we have by getting some help with the project such as a CIB grant or loan. There are lots of questions for the NRCS as to what they will cover. To do the whole project the Town would be responsible for 25% of the project or \$477,000.00 not including the actual purchase and installation of the culverts. Matching funds can be Town funds or other non-federal funds. We also must remember that we cannot go another 10 years without chip sealing CV Drive. The CIB next application deadline is February 1<sup>st</sup> for June allocation of funds, so this is problematic with the NRCS 220 day turn around. Buck will find out if a loan application could be quicker. She also emphasized that government grants work on reimbursement, so the Town has to front the grant costs and then get reimbursed.

Council agreed to proceed with a CIB application, Item dropped.

**UNFINISHED BUSINESS -none**

**10. Closed Meeting (If necessary)**

**11. Payment of the bills.**

CM Gibson moved to pay the bills and to include John Groo's invoice for \$367.50, CM O'Brien seconded, motion passed unanimously.

**ADJOURNMENT**

M Duncan adjourned the Meeting at 8:00PM

**Approved:**

**Jazmine Duncan, Mayor**

**Attested:**

**Jocelyn Buck, Town Clerk**



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR258D43XXXXC001	2. Amendment Number	3. Award /Project Period Date of final signature - 07/04/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 125 South State Street, Room 4010 Salt Lake City, UT 84138-1100		6. Recipient Organization (Name and Address)  TOWN OF CASTLE VALLEY 2 CASTLE VALLEY DR. CASTLE VALLEY UT 84532-9608  UEI Number / DUNS Number: HWGSCDA44YC5 / 044558844 EIN:	
7. NRCS Program Contact  Name: JASON ROPER Phone: (801) 524-4571 Email: jason.roper@usda.gov	8. NRCS Administrative Contact  Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact  Name: Jocelyn Buck Phone: (435) 259-9828 Email: townclerk@castlevalleyutah.com	10. Recipient Administrative Contact  Name: Jocelyn Buck Phone: (435) 259-9828 Email: townclerk@castlevalleyutah.com
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director  Name: Dorje Honer Phone: (435) 259-9828 Email: townclerk@castlevalleyutah.com
15. Project Title/ Description: Damage Survey Report 49-03-24-5146-002 Castle Valley Flood recovery measures. Streambank and Shoreline Protection, Stream Crossing, Dike			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$1,618,725.00	\$477,500.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,618,725.00	\$477,500.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$1,432,500.00	Other	\$186,225.00
Total Direct Cost	\$1,618,725.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$477,500.00
		Total Federal Funds Awarded	\$1,618,725.00
		Total Approved Budget	\$2,096,225.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative  Emily Fife State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative  Jazmine Duncan Mayor	Signature	Date

#### **NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### **PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the Town of Castle Valley, hereinafter referred to as the "Sponsor", for EWP Project #5146-002 in Grand County, Utah for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 49-02-24-5146-002: Streambank and Shoreline Protection, Stream Crossing, Dike

### Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$2,096,225.00

The budget includes:

#### Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$1,432,500.00 + 25% Sponsor \$477,500.00): \$1,910,000.00

#### Technical Assistance (TA) Costs:

100% NRCS (9.75% of total construction cost): \$186,225.00

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 9.75 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

## **Responsibilities of the Parties:**

### **SPONSOR RESPONSIBILITIES**

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.
20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
24. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
25. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
26. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the

General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

## NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. If applicable designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

## SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

**Town of Castle Valley**  
**Road Department**  
**Quarterly Report Q4 2024**

Dorje Honer  
Jan. 13, 2025

**ROAD MAINTENANCE**

- Most dirt work will be on hold until the ground thaws.
- Grading.
  - Grading will be on hold until the ground thaws.
- Flood Repair (Generic) (On Hold)
  - Culvert clearing and drainage maintenance/repair will continue over the coming months as weather, time, equipment, authorization permits.
    - Various culverts were cleared, and we are working from largest drainages to smallest.
  - Road restoration will also occur over the coming months, however the priority will be drainage over surface condition.
    - All roads were restored to passable condition.
    - Excess silt/material will be removed if it exceeds the amount that can be mixed with gravel.
    - Gravel will be spread on silty/muddy areas to improve surface condition.
      - Planned areas include but are not limited to:
        - E. Buchanan, E. Miller, E. Holyoak

**PROJECTS**

- Flood Repair (Large Projects/Damage)
  - Placer Creek
    - Multiple areas along Placer Creek had drainage restored/corrected and berms reinforced.
      - More work will continue over the coming months to increase safe water levels along the Placer Creek Drainage.
    - Washout areas will be reinforced with large rock to fill in and hopefully prevent future washout.
    - Upper 80 Crossings repaired.
  - Castle Creek
    - Diversion Dam below the irrigation pond repair planned, awaiting authorization.
- Contracted Drainage Improvements.
  - Placer Creek
    - Upper 80 Low Water Crossing 1 Installation completed.
  - NRCS
    - We are starting the process of getting engineering for various flood damage areas with the help of NRCS.

**MATERIALS**

- Nothing to report at this time.

**REQUISITIONS**

- 4 Loads of Gravel.
- 2014 Cat Grader Tire.

**ACQUISITIONS**

- 4 Loads of Gravel.
- 2014 Cat Grader Tire.

**EQUIPMENT**

- John Deere Motor grader
  - Hydraulic system issues repaired.
  - Operational.
- 2004 Ford F350
  - Fuel leak Fixed
- Ford F800 Dump Truck
  - Hydraulic system and testing rebuild complete.
  - Fully Operational.
- 2014 Cat 140m2.
  - Inspection of all joints completed.

- Backup camera repaired.
- Front tire repair - In Progress.
- Inoperable.

## FACILITIES

- Nothing to report at this time.

## TRAINING

- Nothing to report at this time

## BUDGET

- We are currently over budget for Maintenance/repair, and very close to budget with Fuel and Supplies.

## INCIDENTS & ACCIDENTS

- Nothing to report at this time

## WORK SCHEDULE

- The road crew works a flexible schedule (usually Mondays & Tuesdays) based upon: resources available, prioritization of work, weather conditions, and the private schedule of its employees. The road crew currently does not work on Sundays except for emergencies.

WORKING DRAFT (1) MINUTES  
REGULAR MEETING OF THE PLANNING AND LAND USE COMMISSION  
TOWN OF CASTLE VALLEY

This meeting was a hybrid meeting held electronically by Zoom and also in person at the anchor site at the Town Building.

**Date:** Thursday, January 9, 2025

**Time:** 6:30 PM

**Place:** Castle Valley Community Center at 2 Castle Valley Drive, and via Zoom

PLUC Members Present:

In person: Vice-chair Dorje Honer, Members Janie Tuft,

Via Zoom: Member Marie Hawkins, Chair Ryan Anderson

Absent: Jeff Whitney

Others Present: In person: Colleen Thompson,

Via Zoom: Jazmine Duncan

Clerk/Recorder: Faylene Roth

## CALL TO ORDER

Honer Called to Order the Regular Meeting of the Planning and Land Use Commission (PLUC) at 6:30 P.M.

### 1. Adoption of Agenda.

Tuft moved to adopt the Agenda. Honer seconded the Motion. Tuft, Anderson, Hawkins, and Honer approved the Motion. The Motion passed unanimously.

### 2. Open Public Comment – None.

### 3. Approval of Minutes:

#### **12.5.2024 Regular Meeting**

Tuft moved to approve the Minutes of December 5, 2024. Hawkins seconded the Motion. Tuft, Anderson, Hawkins, and Honer approved the Motion. The Motion passed unanimously.

### 4. Reports:

**Correspondence** - None.

**Building Permit Agent (BPA) Report:** - See attached Building Permit Report for December 2024.

### Procedural Matters:

Meeting Documents - Roth asked Members to develop an efficient plan for management of lengthy documents under consideration by the PLUC. She explained that in the past PLUC Members had used binders to hold and to retain copies of items under discussion. She said that Town Council Members currently bring their personal laptops to meetings with meeting documents downloaded. PLUC members preferred a hybrid solution. Roth will provide single copies of the Agenda, Pending Minutes, BPA Report, and other short documents. For longer documents she will supply one print copy for the chair conducting the Meeting and one for the Clerk for notetaking. Other Members will review the documents online before the Meeting and bring their own copy or request that the Clerk provide a copy, as needed.

Amendments and corrections to Ordinance 85-3 – Roth said the upcoming corrections to Ordinance 85-3 to align it with recent changes to the Subdivision Ordinance offered an opportunity to consider other changes or corrections to Ordinance 85-3 that have been mentioned in the past. Thompson said that her suggested tweaks and corrections have been addressed. Honer will check his list and report back at the next PLUC Meeting. Anderson requested that Roth create a Google docs list for potential changes that can be shared with all Members before the next Meeting.

Other – None.

## NEW BUSINESS

### 5. Discussion and possible action re: Appointing PLUC Chair

Hawkins moved to appoint Ryan Anderson and Dorje Honer as co-chairs for the 2025 calendar year. Tuft seconded the Motion. Tuft, Anderson, Hawkins, and Honer approved the Motion. The Motion passed unanimously.

Anderson and Honer will share responsibility for PLUC duties as well as conducting the Meetings.

### 6. Discussion and possible action re: Revisions to Ordinance 85-3 to bring it into compliance with the Amended Subdivision Ordinance approved by the Town Council at its November 20, 2024, Meeting.

Members proposed the following (added language is underlined):

- 3.1.3 Planning and Land Use Commission - Change the last paragraph to read:

*The [PLUC] shall act as the Land Use Authority to act upon requests for a Land Use Decision for nonroutine building permits, Temporary Dwelling Permit renewals that require additional conditions for the continued use of the Temporary Dwelling, nonroutine requests for electrical or solar energy system permits, nonroutine requests for Certificates of Land Use Compliance, nonroutine requests for Decommissioning Contracts, or applications for 1-2 family subdivisions.*

- 3.1.4 Town Council – Change the first paragraph to read:

*The Town Council shall act as the Land Use Authority to review and act upon Land Use Applications related to the following: subdivision approval (except for 1-2 family subdivisions); nonroutine Conditional Use Permits; review....*

- 3.3 Land Use Authority (LUA) and Appeal Authority Table – changes below:

Land Use Application	Advise LUA	Land Use Authority	Appeal Authority
Subdivision approval	PLUC	Town Council	Appeal Officer
(except 1-2 family)			

1-2 Family Subdivisions ----- PLUC Town Council

- PLUC Members discussed whether changes to Ordinance 85-3 were required for the whole section in Ordinance 2004-3, Section 11.6.6.J.1-6 which addressed guidelines for building on slopes or just to item J.6 which prohibits development in areas predetermined to be geologic hazard zones. Anderson and Thompson will explore language in Ordinance 85-3 pertaining to this section. Honer suggested that others find out more about the Town's Geologic Hazard Zone as mentioned in Ordinance 85-3 Chapter 1.1.

Anderson moved to table Item 6. Tuft seconded the Motion. Tuft, Anderson, Hawkins, and Honer approved the Motion. The Motion passed unanimously.

## UNFINISHED BUSINESS

### 7. Discussion and possible action regarding updates to land use application forms, in order to align them with changes in procedure and recent amendments to Ordinances 85-3 and 95-6 (tabled) – Left tabled.

- Nonroutine Solar Energy System (SES) Permit Application (update)
- Building Permit Information Sheet (update)
- Internal Accessory Dwelling Unit Permit Application (added 6.6.24)
- Agricultural Exemption Form (added 8.1.24)
- Septic Permit Application (approved 5.2.24)
- Electric Permit Application (approved 5.2.24)



- Land Disturbance Activity Review (approved 6.6.24)
- Routine Solar Energy System (SES) Permit Application (approved 8.1.24)
- Land Disturbance Activity Permit (approved 9.5.24)
- Certificate of Land Use Compliance (CLUC) Form to replace CLUC for Agricultural Use (approved 9.5.24)

**CLOSED MEETING** – None.

**ADJOURNMENT**

Tuft moved to adjourn. Hawkins seconded the Motion.  
Honer adjourned the Meeting at 7:35 P.M.

**APPROVED:**

**ATTESTED:**

Dorje Honer, Vice-Chairperson      Date

Faylene Roth, PLUC Clerk      Date

**Attached:** Building Permit Report

**TOWN OF CASTLE VALLEY - Building Permits Report**

**Approval Date Between 12/1/24 And 12/31/24**

Approval	Lot	Road	Owner	Type	Purpose	Description	Height	Sq Ft <=19	Sq Ft >19
12/6/2024	332	Keough Lane	Saunders, Harold	Building	Other	Certificate of Occupanc	0	0	0
12/18/2024	302	Holyoak Lane West	Viola, Gerald & Peiko	Electrical	Residence	Elec service	0	0	0

## MOU Amendment

This document retroactively amends the “Memorandum of Understanding” (MOU) between Hansen Planning Group and Castle Valley Town for the “2023-2024 Subdivision Ordinance Update”.

The “**TIMELINE FOR COMPLETION**” section of the MOU is hereby replaced by the following:

“Based on our code writing experience, we expect that each subdivision project we conduct will have a unique timeline. At a minimum, we estimate your code revisions to take us up to three months to complete from the project’s formal initiation. Your project may go faster, and it may go slower. At the latest, and contingent on your timely feedback, we will complete your subdivision ordinance revisions no later than **December 31, 2024**.”

### SIGNATURES

By signing below, you indicate that you acknowledge, understand, and agree to the above.

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Signature

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Name and Title, on behalf of the Municipality

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Date

---

Signature

---

Mike Hansen, Principal  
Name and Title, on behalf of HPG

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30 December, 2024

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Date

**Mountain West Industrial**

1095 South 800 East  
Orem, UT 84097  
office@mtnwin.us  
385-495-4441

**Project:** Castle Valley - Roadway  
and concrete work-13-24-1049

**Invoice: #25-1019****Billed To:**

Town of Castle Valley  
HC-64 Box 2705 Castle Valley, UT  
Castle Valley, UT 84532

**Date:** 01/08/2025

**Date Due:** 02/06/2025

**Terms:** Net 30

**Total Invoice Amount:**

\$188,888.88

Item	Bill Amount
Roadway and Concrete work	\$188,888.88
<b>Invoice Totals:</b>	<b>\$188,888.88</b>