



AGENDA

THE REGULAR TOWN COUNCIL MEETING

WEDNESDAY, SEPTEMBER 17th 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 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:

Public Hearing and Regular Town Council Meeting August 20th, 2025.

3. Executive Reports:

*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

* Information Technology (IT) Report- Colleen Thompson

4. Correspondence: TBA

5. Administrative Matters & Procedures: Town letters, Castle Creek Culvert Update .

NEW BUSINESS

6. Discussion and Possible Action re: Approval of the Castle Culvert Project Bid Contract.

7. Discussion and Possible Action re: Resolution 2025-7 Cancelling the November 2025 Municipal Election.

8. Discussion and Possible Action re: Approval of the Fraud Risk Assessment.

9. Discussion and Possible Action re: Approval of the Memorandum of Understanding for the State and Local Cybersecurity Grant Program.

10. Discussion and Possible Action re: Approval of the Single use Drainage Release waiver.

11. Discussion and Possible Action re: Approval of Road Shed Loan Payment for \$7774.99.

UNFINISHED BUSINESS -None

12. Closed Meeting (If necessary)

13. Payment of the bills.

ADJOURNMENT

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

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

PUBLIC HEARING ON THE PROPOSED TAX INCREASE
AND THE REGULAR TOWN COUNCIL MEETING DRAFT MINUTES

****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, Hill, Holland, and Robert O'Brien.

Council Present on Zoom: None

Absent: None

Present at the anchor site: Colleen Thompson, Egmont Honer, Dorje Honer, Ron Drake, Dan Vink, Shauna Vink, Peggy, Norman Lllewyellen, and Brenda Short.

Others Present on Zoom: Faylene Roth, John Groo, Pam Hackley, Bob Lipman, Ryan Anderson, Judy Mavreolen, Russ Cooper, and Darin Menlove.

M Duncan called the Public Hearing to order at 6:30 PM and Buck called role.

Public Hearing on the Proposed Tax Increase

1. Open Public Comment:

Faylene Roth Well, for a while, I thought Grand County was in a Goldilocks zone as far as extreme weather events go, but the past few years has disabused me of that idea. So, I think it's important for the plan or for the town to set a plan to prepare for more of these extreme events on our drainages, our roads, our infrastructure, everything. But with the current funding, we are struggling to meet these unusual events and still be able to address our regular maintenance on our roads especially. So, Mark and I both want to express our support for the tax rate increase because we think it's essential that we get our road crew more hours to work, possibly more employees to assist with the work. I think we all in this community need to be part of the solution.

Bob Lipman Okay, thank you. Pam Hackley and I own two lots in the upper 80s. And despite last year's insane county tax increases, we do fully support the town's proposed increase, provided, of course, that it goes to fund the line items that are directly related to roads and water protection. Thank you.

Judy Mavroleon I'm not opposed. Along with what the others have shared, as long as it does go for what is needed for roads.

Colleen Thompson I'm in favor of the tax increase because it would be pretty minor blip on my property taxes. A lot of people have the misunderstanding that our huge assessment increase last year benefited the town and it didn't. My personal share of the town's share of my property tax went up, I think 9%, \$30. Whereas my assessment went up 90%. It almost doubled. So, the big assessment increases last year did not really benefit the town. And I figured the town's share of my property tax is so minor that I'm perfectly willing to see a little increase there.

Brenda Short I'm going to go against the grain. And I am not in favor of the tax increase. I wasn't in favor of the property tax when it was first imposed in 1999. I haven't seen any great benefit of the money that I've paid in property tax since 1999. And there's some. I understand the issue with the roads, but there are things in the budget that just don't make sense to me. And also, I take objection to that it was misleading the way that it was presented in the newspaper that it was going to be the town. The tax on a \$425 residence would increase from \$201 to \$313. Well, there aren't any residences in the county Castle Valley at that value. So, if you're going to put out information, put out relevant information. There's not a residence in this town at that value. So, I think that was very misleading. Yes, it is the percentage across the board. But in my case, mine will go up \$220 and that's a big amount to me. I'm on a fixed income with a lot of people in Castle Valley. I get it to a certain degree, but the whole thing is messed up not just because of the property tax. Not only because of the value assessments Grand County did to us, that's a whole other thing. But where the residents are bearing the brunt of it because we don't have any commercial. There are very few commercial properties in the town and if we had commercial they would be contributing more and that us as residents have to foot the bill for that.

So that's my opinion on that and I think that that's probably all. I have more to say, but I will save it.

M Duncan stated there's not a lot of people here, if you have more, go ahead.

Brenda Short There's not a whole lot of. And it's just. Let me look at my notes. I had made some notes on the budget where you have like income; you've got lower revenue listed for the class C roads. Why is that lower than what it has been in the past?

M Duncan I'm not entirely sure.

D. Honer Class B and C roads are determined by the length of road that you have and then it's determined by the state.

Brenda Short however much money you get out of it. So, but why would it decrease from what was adopted for the 2025 budget? Why would it go down \$3,000?

D. Honer I honestly have no idea. The state is the one who runs those tests.

CM Hill explained the Class C roads tax is a percentage of the tax that is charged on gasoline. And our portion is determined by how many miles of road we have that can go up and down depending on the amount of gas that is sold.

Brenda Short but the amount of roads isn't going to change.

CM Hill No, but the amount of money is going to change. And if you can see, in the actual 2025 budget, we only ended up, I had budgeted \$63,000, but we only got \$61,000. That goes up and down. I would rather put in less money in the budget, knowing I'm going to get that rather than saying, oh, well, you know, a better year. So, in 2024 it was \$72,000 and now we're just budgeting \$ 60,000.

M Duncan because that's all we got, that's all we ended up getting last year.

CM Hill and so I'm not going to say way more, our tourism is down, gas sales are down. We're just not getting as much.

Brenda Short so you guys are asking for \$125,000.

M Duncan \$75,000, it's a \$75,000 property tax increase.

Brenda Short and \$50,000 of it's going to the roads and \$24,000 is just.

M Duncan Well, it's not just, I mean, if you go through the dotted items.

Brenda Short Okay, question..for administration, in 2024 there were elections: 2024 actual \$0 adopted in 2025, \$0. Amended in 2025, \$0. Proposed for 2026, \$8000?

M Duncan because that was the quote we got from the County for having to run an election this year.

Brenda Short and we've never had to do that before.

M Duncan No, we've never had to have an election for this much before. We will know by the 29th of this month whether or not we have to. So, these are just numbers that came from the county, There have been a lot of changes to election law and the State has mandated some things that have made us have to use the County.

Brenda Short and the community building we're doubling it from what the amended 2025 was. Why?

Buck because is this is an old building. It's over 20 years.

M Duncan and we also haven't had anyone in our maintenance position for a very long time.

Brenda Short Okay. That goes back to 1999, when I was against the property tax. I was against this building. So that's just stuck with me like what I thought it would.

CM Holland these are actually just estimates. We don't plan on spending.

Brenda Short You're wanting to get it from the residents by asking for a budget. You may not spend it, but you're asking to get it.

CM Hill and if we don't spend it, it goes into capital roads and then it does get spent, for 10 years we have been trying to get enough money together to redo Castle Valley Drive. We have it and now we're spending it on the culvert. And if you'll look at the prior budgets, every last cent that we can, we put into our roads capital projects.

Brenda Short Yeah, I understand that, but I also understand I'm on a budget at my home, and if I don't have it, I don't put it in my budget to spend it, you're trying to get money out of me that I don't necessarily have, so you cannot spend it and put it into capital for some time in the future.

CM Hill Right, because it takes us 10 years to get enough money together to pave Castle Valley Drive.

Brenda Short But if you've been collecting money for 16 years and they don't have the money to do it.

D. Honer because we're about to spend it all on the culvert.

Brenda Short So what if it goes for something else and we still don't get Castle Valley Drive paved. And when are we ever going to get anything done on the side roads?

M Duncan Well, that is what the road budget itself is for.

Brenda Short Yeah, I would be very interested to see that because again, I've been paying into this town as a landowner since 95 and a resident since 98, paying taxes since 99. My road is in worse shape than it was in 1995.

D Honer I mean, I'm sure it fluctuates. It's kind of dynamic around here. This year we have been spending a lot more time focusing on other areas.

Brenda Short The only thing that I like on the budget where there's an increase, because I feel that is important is to have where you've got to increase with the water, because I know that you have to get somebody to replace John Groo and I know that he has been an important factor and that is something that we do need to have to be able to not lose those water rights. But other than that and the roads \$50,000, I might be happy with that and not the other. I'd be happy with the road thing. I'm not okay with all this other stuff. Well, that's what they say it'll be. We don't know what we'll spend.

M Duncan The water budget part of the increase too that was 11,000. It was substantial because John has been basically a contractor for around \$4,000 a year.

Brenda Short But all of a sudden we might be nicked and dined, but you add up a lot of nickels and dimes and it's a big chunk of change. And again, if we had some commercial that was helping us out somewhat.

CM Hill We do get quite a bit in our sales tax. There was \$79,000 last year.

Brenda Short But we don't get a whole heck of a lot of property tax from commercial.

CM Hill we don't get property tax from commercial because we don't have any commercial properties in Castle Valley to speak of. The one that we have is the only one that contributes anything and thank goodness for that. Remember that they pay a tax on their property.

Brenda Short but if we had other commercial businesses, they would be too.

M Duncan Our home businesses don't pay a commercial rate; our home businesses don't pay a commercial rate on their property.

Brenda Short No, but if we had a little convenience store or what other things that have been proposed over the past that have been denied, we would have some commercial, but we do not.

M Duncan The majority, I think of what we've heard, people didn't support it, and there are some people who would like it.

Brenda Short I know there are, there's people that proposed doing it and they were shot down. That's all I have to say.

Peggy Llewellyn Well, I'm not in favor of the money going towards anything except growth. I think that, you know the increase that we have, we've always had a surplus to be able to put into roads and if we need more money for roads, I understand that. But to have \$25,000, that goes for a lot of other things. I'm not in favor of the extra \$25,000 that goes towards non-road activity.

CM Hill But we've got 11,000 going to the water agent thing. We've got \$8,000 going for elections, if we need an election. We have employees that aren't making a living wage right now, there are things that we need besides roads.

Peggy Llewellyn We've been putting in the surplus for roads. If we put money towards roads, that's one thing but to increase the other budgets for things you think we might need. This is not something that most people want. Roads are what Castle Valley does for the community. I mean, you know, when you look at the big picture, the roads are what we see the community do, you know, they don't provide us water, they don't provide us sewer, they don't provide us police or EMS or anything else that other communities provide. The only thing they do is roads.

CM O'Brien I'd probably beg to differ. There is land use stuff that we have and some residents might want commercial, others might not. We should look at the general plan survey which is going up now. It probably has a question on there about that. But we also have a land use authority that makes sure that people follow the rules. And I actually being from Castle Valley, one of the really important things to me is what we do land use wise. You know, some people have talked about, well, wouldn't it be better to be under the County. I'll tell you the first thing the County would do is say commercial.

It would also say, oh, you know, we don't like these 5 acre lots why don't we make them rural, residential. Everybody gets an acre and we can have houses on our large lot residential, which is 2 per acre. Some people will want that kind of development. But I think the town does more than just roads.

Colleen Thompson I'd just like to point out that the state legislature keeps mandating stuff for us to do that costs us money administratively as well as in other ways, and they don't give us money for that.

There's the election changes and we're lucky to have enough warm bodies to run things.

Brenda Short Maybe we should look at dissolution, this not being a town.

Colleen Thompson Well, OB just pointed out some of the changes the county might want to make and yeah, that might be.

Brenda Short I mean, I was happy when we were able to buy our five acres of land, but this isn't the town issue. But with the County and what they did to increase our land values last year, I've got four acres of land that I can't do anything with because of the town, because I can't. I can't have a second house on it to rent out. So, I can't do anything to recoup any of that increase in the value. But the County seems to think that it's worth more. So, I might be happy to have an acre of land and still be able to get this full resident exemption on it.

CM O'Brien I say absolutely understand. And if the majority of citizens felt that way, well, that might happen. We'll see when that survey comes back.

M Duncan We have a couple more people on zoom, so I'll go ahead and give them an opportunity to speak in the public hearing as well. Darren or Russ, did you have public comment for the public hearing on the tax increase proposal? Any more public comments?

Russ Cooper When this was originally brought up to raise the tax here, it seems like you've decided to make a change. It was supposed to go toward capital projects for the roads. Now you want to divvy it up amongst other things. I've been in the road department, okay. I've been on the road committee, which you seem to have abolished because you don't want to hear the complaints of people. There are so many things that have not happened since we had that storm last week. All the culverts were cleaned. No, they weren't. The one up here on Miller wasn't. Okay. The project that went on over and over and over in front of your house on Buchanan, how much money was wasted on them trying to fix that? Okay. Across the street at Buchanan and at Pace, Jazmine, in your own admission, water does not run uphill. But when you're driving, leaving the valley, and you look on that east side, it's an uphill slope to get to the drainage to get down to Castle Creek. Upper Miller, above us, the drainage to the culvert is blocked any water that comes down our side of Miller is going to flood that area where the culvert is it's going to cut into the road and then there's going to be a mess. I mean, granted, maybe they're doing the best they can, but you're talking about giving people more money. I'm sorry, not until you get these roads fixed and until everybody benefits from the money, I'll fight it. I mean, let's get out there. I made a comment, let's get a transit level, let's shoot some lines so these guys know what downhill is. I'm tired of hearing excuses that Frontier has cable in the way. Okay? You call Frontier and tell them they need to move it, it's in our drainage. I used to work for utility for a long time I'm not an idiot for these things. I can sit here and I can look and I can see the smug faces, and it does nothing more than piss me off to see it. You people have already made up your minds what you're going to do.

Looking back, we had a mower that sat between Shafer and Miller for months, at least two months, because it needed a right front tire, but we can't buy one until somebody cuts loose the purse strings and the town council approves it. I mean, come on, people. If you can't control it, you don't want it to happen. Building permit agent you couldn't control me you tried to, but you couldn't control me. And I stuck it back on you. The building permit agent before me, because I went through lot files and I had questions posed to me. There are so many things that the building permit agents before me screwed up, upper Holyoak is one of them. You made the guy apply for a variance, but the previous building permit agent approved a trailer and a septic tank in the road easement, supposed to be three-foot setback. There's a house on the east side it is too close to the road. If you're going to be a town, be a town. We got roads that we don't do winter maintenance on. Self-admitted we got a road manager that says he's afraid to take the grader up there. Well, if you can't maintain the roads, bring somebody in that can. Those people up there don't get any road maintenance because of that. They don't see it in the winter and I can understand why but for God's sakes, get a set, if you're going to be a road manager. If you're going to be a road crew, let's get to it. You people are trying to restrict things. And I heard about a meeting that somebody told you, you can't restrict these things that you tried to. And the PLUC tried to. I'm losing faith in the Council and I'm losing faith in some of the PLUC. You people are trying to restrict the joy out of this valley. And I'll tell you, we've been here in 10 years and I cannot believe the crap that happened in those 10 years from the ADUs when the State was going to change that. Where the PLUC, someone on the PLUC said we got to get ahead of this. Okay? They're packing envelopes. Someone on the council says about the electric that we got to stop this. If I wasn't

in the position that I'm in right now, I would be running against somebody because this needs a turnover, needs to get straightened out. You people get money from the State of Utah for B and C road funds.

CM Holland Russ I just wonder. You've got a lot of thoughts and I wonder if you could come down to the town building someday. We could talk about it in person. I feel like we get kind of impersonal with this zoom.

Russ Cooper I will, Harry, I will talk to you. I cannot be in the room with the people that are trying to run this town because my pressure goes up and I don't want to get belligerent.

CM Holland All right, well, I mean, I'll be glad to talk to you in person. Sounds like you got a lot of concerns.

Russ Cooper Yes, I do, on all sorts of different subjects.

CM Holland And we're just trying to get through this meeting on the tax increase tonight.

Russ Cooper Well, if you're going to do the tax increase, it better go to the roads. Now, I talked with the previous mayor and the most important things were the roads. Fine, we had two storms, but now that I've come in and hear that you want to earmark some of this tax increase for other things. Now you're changing everything. It goes to the roads and that's where it stays.

M Duncan read **HF Holdings LLC** public comments into the record, Regarding the proposed property tax increase, despite having received a substantial increase in property tax revenue due to the five year reevaluation, the town of Castle Valley seeks a further increase of over 50%.The immediate justification is that the town considers it necessary to replace the culvert on Castle Valley Drive to enable it to withstand a potential 1000 year flood. We have talked with knowledgeable residents to assure us that the culvert can be sustained in its current form as minimal repairs. While a 1000 year flood event can happen, it is also very unlikely to occur during the projected life of the proposed new structure. We believe that it is unwise to spend that much money for an event that is unlikely to happen in the first place. Furthermore, if it were to happen, the outcome would be the same. Residents have to use the emergency exit road until repairs can be made.

A bond or loan has to be secured and a special assessment, not a permanent tax increase, will be levied. But this will not be the end. Castle Valley Drive is due for a major repair or replacement in the very near future and the town will once again raise taxes to pay for this expense. In the meantime, we're wasting tens of thousands of dollars in biased water studies, test wells that will benefit a few select residents, and expensive road repairs on dirt roads with a limited short life. When you live in Castle Valley, you do not have city convenience and a four wheel drive vehicle is a must. This is not Tesla territory. Many rural homeowners association insist that roads within their jurisdiction are four wheel drive only. Although these roads are probably functioning well most of the year, people who want to live in this community, you must be aware that some services are simply not economically feasible and must be willing to accept this premise or they should not move here in any case, there is no foreseeable end to the town's need for more revenue due to the required road maintenance.

As many of the older residents live on fixed income, they are simply being forced to sell and abandon their long term homes, which is unacceptable for the town insisted to take over the roads for a minor amount of highway funding, grand county was responsible for maintaining the town roads. Some residents, such as the former mayor, decided that they wanted better dirt roads and pushed to the town to do their own maintenance that would directly benefit these individuals.

The result is the current funding crisis which is further aggregated by indiscriminate road maintenance. Lazarus Lane has been re graveled and graded a few times when there really was no need to do so, which is the waste of town fund. We therefore oppose any tax increase.

We also recommend that the residents of the town, Castle Valley consider decertifying the town. This would save the owner of a \$425,000 home over \$200 a year or \$319 a year after the proposed increases by taxes. Since we already paid for the county to maintain all county roads with our property taxes, it would also eliminate the duplicate government structure and subject us to a single set of less restrictive county rules and regulations. To date, we have seen very little value having a separate town government. Anyone interested in learning more about the option to decertify the town and be unified under a single set of county rules and regulations, feel free to contact me at 435-222-03845.

Best regards, George Hauling on behalf of HS Holdings.

M Duncan Asked are there any further public comments?

Jocelyn Buck I'm just commenting as a resident, I wanted to thank the council and all the employees and the PLUC and the Road Department. If it wasn't for the volunteers, this town wouldn't work. Everybody involved in running this town bends over backwards and is devoted to this town and keeping it the way we all love it. Sometimes we forget how great it is to live here. I just wanted to say that thank you. In Grand County we pay \$40,000 to each commissioner to run the County. And look at Spanish Valley. Do we want to live in a place like that? And these guys work for free. So anyway, that's my two cents worth. Thank you.

M Duncan stated if there are no further public comments for the public hearing I'll go ahead and close the public hearing at 7:08pm.

Regular Town Council Meeting

M Duncan opened the Regular Town Council meeting at 7:08PM

1. Open Public Comment: None

2. Approval of Minutes: Special Town Council Meeting July 28, 2025.

CM Hill moved to approve the Minutes; CM Gibson seconded motion passed with CM O'Brien abstaining.

3. Executive Reports:

*Water Agent and Water Committee Report - CM O'Brien reported that 3 Water Agent position applicants were interviewed and one party has been recommended to the Mayor. She will do a second interview with that applicant next week. Correction on the Water Budget Study, it will not be ready for publication or a public presentation until November, currently it has to be approved by several people at the UGS.

*Road Department Report- D. Honer -report provided. Several tires are going to need to be replaced. The CAT Grader will need a costly /involved repair in the near future this will still be within the Road's Budget.

*Planning & Land Use Commission-Faylene Roth- Minutes provided - no questions

*Utah Renewable Communities-CM Gibson reported they are still waiting on the Public Service Commission.

*Fire District-M Duncan /Chief Drake- nothing to report.

* I.T. Report - Colleen Thompson reported she has had some new success getting the Town qualified for the State funded free email hosting. The Council will have that MOU for next month's Meeting. Our current contract with Hostgator expires at the end of December.

4. Correspondence: None

5. Administrative Matters & Procedures: No Town letters. The General Plan Survey total cost was \$811. Thank you to all the volunteers that helped get it mailed out.

NEW BUSINESS

CM Gibson moved for a change of order of business to take Item #8 first, CM Hill seconded motion passed unanimously.

8. Discussion and Possible Action re: Planning and Land Use Commission recommendation on the Rocky Mountain Power non routine electric installation application.

Dan Vink, Regional Manager for Rocky Mountain Power gave a PowerPoint presentation. Rocky Mountain Power wants to improve reliability for the residents of Castle Valley. So, they are proposing to upgrade the system by adding a second three phase line into the Town, this will require installation of some new poles. As per Ordinance 92-1 Electric Utility Installation Requirements and the RMP Franchise agreement this project will require Town Council Approval. Vink gave an excellent review of the current grid system throughout the Town. And explained the proposed project at the east end of Shafer a 3-phase line will connect to the main line on the Castleton Loop road by Fire Station #1. The new section crossing Lot 194 and up Shafer to Lot 190 will go underground depending on the potential cost to customers. That 3-phase line will then run on poles up Shafer and a new pole between Lots 205 and 206 will connect the new line to the existing 3 phase line.

CM Hill moved that we approve the Planning and Land Use Commission recommendation for Rocky Mountain Power, the non routine electrical installation application without it going underground.

Adding hopefully the lower Shafer section will go underground, CM O'Brien seconded.

CM Gibson wanted noted that the agreement that Rocky Mountain Power signed says it will give Castle Valley six months' notice to request a project permit. That was not done. It was only because we just noticed all these polls going in that the project was stopped and we're having this conversation now. Our ordinance

says "that in the case of future realignment or replacement of the primary electrical supply system, the Town of Castle Valley and electric utility company shall negotiate an equitable cost sharing basis that the Town of Castle Valley requires primary power supply to be relocated underground. There are exceptions saying if there are technical problems that make the underground installation unsafe, and you said you're going underground, and the underground installation would jeopardize the reliability of the overall electrical system. So, I don't think we have an exception. I guess we could waive this particular project without jeopardizing our agreement or our ordinance. This is a non-complying project. I'd like to add on the record that we have not waived anything. We are making an exception that is not in our ordinance; I'm not sure how we legally reconcile that.

CM Holland said it's a great project and it will increase the reliability of the electric supply, it's a good thing for the Town. But he does not agree to the Town compromising on our process and some of our ordinances.

Voting Aye: Mayor Duncan, CM Hill and CM O'Brien

Voting Nay: CM Gibson and CM Holland

Motion passed.

CM Hill moved for a change order of business to take Item #7 before Item #6, CM O'Brien seconded motion passed unanimously.

7. Discussion and Possible Action re: Resolution 2025-6 Adopting the Proposed FY2026 Budget

M Duncan thanked the Public Hearing input. She agreed that roads and water are the main needs; she also recognized that the State has mandated a lot of extra work for the Town just for being a municipality. She also stated that we should tweak any extra funds to make surpluses go into the capital roads projects budget that is separate from the annual roads' operations budget. Discussion continued Council agreed that any annual surpluses help to save up for important Roads projects like the Castle Creek culvert project. M Duncan added that the more we do the more residents expect, they should have known what they were getting into from a Town of 350 people when they moved here. Council also agreed that the last Town tax increase was 10 years ago and everything costs more today.

CM O'Brien moved to approve Resolution 2025-6 Adopting the Proposed FY2026 Budget, CM Holland seconded motion passed unanimously.

6. Discussion and Possible Action re: Resolution 2025-5 Adopting the Certified Tax Rate.

CM Hill moved to approve the 2025 Certified Tax Rate, CM O'Brien seconded motion passed unanimously.

9. Discussion and Possible Action re: Manti LaSal National Forest Management Plan Update language recommendations.

CM O'Brien explained language Castle Valley wanted not allowing inter-basin water transfers had been removed from the last Draft Plan, he recommended the new language "to discourage cross basin diversions in order to not impact the Sole Source Aquifer "

CM O'Brien moved to approve new language, CM Hill seconded motion passed unanimously.

10. Discussion and Possible Action re: approval of the Road Department purchase order for Dump truck and Backhoe tires \$2895.89.

CM Hill moved to approve the purchase order; CM O'Brien seconded motion passed unanimously.

11. Closed Meeting (If necessary)

12. Payment of the bills.

CM Gibson moved to pay the bills, CM O'Brien seconded, motion passed unanimously.

ADJOURNMENT

M Duncan adjourned the Meeting at 8:32PM

Approved:

Attested:

Jazmine Duncan, Mayor

Jocelyn Buck, Town Clerk

Town of Castle Valley
Road Department
Monthly Report August 2025

Dorje Honer
Sept. 11, 2025

ROAD MAINTENANCE

- General Road Maintenance
 - We will be prioritizing E. Shafer lane for its use as ingress egress during the Castle Valley Drive culvert replacement project. This process has begun with a reshaping, gravel will be laid shortly.
 - Some material was placed along Shafer to aid in drainage.
 - Other areas will be done if needed.

PROJECTS

- Flood Repair (Large Projects/Damage)
 - Placer Creek
 - More work will continue over the coming months to increase safe water levels along the Placer Creek Drainage.
 - Next Planned Area: Between Shafer and Miller along Placer.
 - Castle Creek.
 - Diversion Dam below the irrigation pond repair planned, awaiting authorization.
 - NRCS
 - We are working with NRCS to repair the main culvert under Castle Valley Drive (at intersection with Castle Creek). This work will be continuing over coming months and will likely take priority in most cases as there is a time limit on the financial aid provided by NRCS.
 - STATUS: We have received bids, however are waiting on further review by the NRCS regarding designs and work.

MATERIALS

- We have ordered extra gravel for the Shafer Project to reinforce areas, final amounts are TBD.

REQUISITIONS

- Steering box for Chevrolet (White) Dump Truck.

ACQUISITIONS

- Tires for Cat Backhoe (All 4)
- Front Tire for Ford Dump Truck.

EQUIPMENT

- Work Truck.
 - Cranks but does not start. Expecting involved repair
- CAT Grader
 - Tandem leaks, hoping to fix this year, expecting 5-15 thousand in parts and labor.
 - We hope to do this before doing major/heavy duty work with the machine.

FACILITIES

- Nothing to report at this time.

TRAINING

- Nothing to report at this time

BUDGET

- We are currently within budget.

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.

DRAFT MINUTES
REGULAR MEETING
OF THE PLANNING AND LAND USE COMMISSION
TOWN OF CASTLE VALLEY
THURSDAY, SEPTEMBER 4, 2025, 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 at the Town Building.

PLUC Members (PM) Present at anchor site: Co-chairs Ryan Anderson and Dorje Honer, PM Janie Tuft

PLUC Members Present on Zoom: Marie Hawkins

PLUC Members Absent: Jeff Whitney

Present at anchor site: Building Permit Agent (BPA) Colleen Thompson, Egmont Honer

PLUC Clerk: Faylene Roth present at anchor site

CALL TO ORDER & ROLL CALL

Anderson called to order the Regular Meeting of the Planning and Land Use Commission (PLUC) of the Town of Castle Valley (CV) at 6:30 P.M. Roth called roll.

1. Adoption of Agenda

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

2. Open Public Comment – None

3. Approval of Minutes: August 7, 2025, Regular Meeting

Tuft moved to approve the Minutes as amended. Hawkins seconded the Motion. Tuft, Hawkins, and Anderson approved the Motion. Honer abstained. The Motion passed with three in favor and one abstention.

Approval of Minutes: August 14, 2025, Regular Meeting

Honer moved to approve the Minutes as amended. Tuft seconded the Motion. Honer, Tuft, Hawkins, and Anderson approved the Motion. The Motion passed unanimously.

4. Reports:

Correspondence: None

Building Permit Agent Report – Thompson reported that the following permits were approved during August: an addition on Lot 151, a replacement septic on Lot 100, a roof-top solar permit on Lot 46, a manufactured home on Lot 227, and a new septic permit on Lot 367. Other permits in process are a Major Land Disturbance Activity permit and a Grand County demolition permit for violations on Lot 386 and a roof-top solar permit on Lot 164.

Procedural Matters - None

NEW BUSINESS – None

UNFINISHED BUSINESS

6. Discussion and possible action re: 2025 General Plan Survey

Roth reported that a reminder to return surveys by September 24 was added to the Mail Chimp notice, which is sent to all lot owners, regarding tonight's PLUC Meeting. Another announcement will be sent 7-10 days before the deadline. Anderson asked Roth to post a flyer at the mailboxes. Thompson will put a reminder on the Town website.

Roth presented some examples from the last survey to show how the survey data is represented after analysis. These reports are used by the PLUC to revise the General Plan. The survey data is first entered into spreadsheets. Thompson and Honer will work on the spreadsheet format for inputting data. Bob O'Brien did the computer analysis for the 2019 survey and may have a template for the spreadsheet. Anderson will consult with him. Members and volunteers will work in pairs to enter the data as it comes in.

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)**
- 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)
- Agricultural Exemption Form (approved 3.6.25)
- **Certificate of Occupancy Review form (added 5.8.25)**
- **Temporary Dwelling Permit Application form (added 5.8.25)**
- **Temporary Dwelling Permit Renewal form (added 5.8.25)**
- Fulfillment of Decommission Contracts (approved 4.3.25)
- Three Acknowledgments – Geologic Hazard, Short Term Rentals, One Dwelling Per Lot (approved 5.8.25)

CLOSED MEETING - None

ADJOURNMENT

Honer moved to adjourn. Tuft seconded the Motion.

Anderson adjourned the Meeting at 7:17 P.M.

APPROVED:

ATTESTED:

Ryan Anderson Co-Chair
Dorje Hone, Co-Chair

Date

Faylene Roth, PLUC Clerk

Date

DOCUMENT 00 51 00
NOTICE OF AWARD

Date of Issuance: September 16, 2025
Owner: Town of Castle Valley Owner's Project No.:
Engineer: Jones & DeMille Engineering, Inc. Engineer's Project No.: (2412-009)
Project: 2025 Castle Valley EWP
Contract Name: Town of Castle Valley – 2025 Castle Valley EWP
Bidder: Beh Brothers Construction, LLC
Bidder's Address: 81 E 500 N, Monticello, Utah 84535

You are notified that Owner has accepted your Bid dated July 28, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The removal of existing culvert, installation of a new steel arch culvert with reinforced concrete headwalls and footings, riprap protection upstream and downstream, and associated roadway reconstruction. Construction elements include structural excavation, backfill, site grading, paving, and concrete. The project is designed to enhance stormwater conveyance and mitigate erosion impacts under the USDA NRCS Emergency Watershed Protection (EWP) Program.

The Contract Price of the awarded Contract is \$845,229.80. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within ~~15~~ 14 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Deliver preliminary schedules as specified in the General Conditions, Article 2.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Castle Valley

By (*signature*): _____

Name (*printed*): Jazmine Duncan _____

Title: Mayor _____

Copy: Engineer

Resolution 2025-7

**A RESOLUTION CANCELLING THE NOVEMBER 2025 MUNICIPAL
ELECTION**

WHEREAS, all Town of Castle Valley municipal officers are elected in an at-large election; and

WHEREAS, the number of municipal officer candidates, including any eligible write-in candidates (which needed to file at least 45 days before the election,) for the at-large municipal offices does not exceed the number of open at-large municipal offices for which the candidates have filed; and

WHEREAS, there are no other municipal ballot propositions;

NOW THEREFORE, it is hereby resolved by the Town of Castle Valley

1. That the November 2025 election is cancelled under UCA§20A-1-206, and that those filing for the said offices shall be declared to be elected.
2. The Town of Castle Valley clerk/recorder shall give notice of the cancellation of the election in accordance with the requirement listed in UCA §20A-1-206(2).

Those voting AYE:

Those voting NAY: Absent: None

APPROVED and **PASSED** this 17th day of September, 2025.

Approved:

Attested:

Jazmine Duncan, Mayor

Date:

Jocelyn Buck, Town Clerk

Date:

Fraud Risk Assessment

Continued

*Total Points Earned: 345 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	x	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?	x	5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?	x	5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?	x	5
i. Cash receipting and deposits?	x	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	x	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	/	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	x	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	x	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	/	20
7. Does the entity have or promote a fraud hotline?	x	20
8. Does the entity have a formal internal audit function?	x	20
9. Does the entity have a formal audit committee?	/	20

*Entity Name: Mayor-Town of Castle Valley

*Completed for Fiscal Year Ending: 2025 *Completion Date: 9/17/2025

*CAO Name: Jazmine Duncan *CFO Name: Tory Hill

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	x			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	x			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				x
4. Are all the people who have access to blank checks different from those who are authorized signers?		x		
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	x			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	x			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	x			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	x			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	x			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	x			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			

* MC = Mitigating Control



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Government Operations
Division of Technology Services

MARVIN DODGE
Executive Director, DGO

ALAN FULLER
Chief Information Officer, DTS

PHILIP BATES
Director, Utah Cyber Center - CISO, DTS

UCC-SLCGP-002

MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH CYBER
CENTER AND Town of Castle Valley

FROM: UTAH CYBER CENTER

TO:

SUBJECT: Participation in the State and Local Cybersecurity Grant Program Statewide Projects

Representatives from the State of Utah, City and County Governments, School Districts, Universities, and critical infrastructure, who together form the Utah Cybersecurity Commission, collaborated to develop a State of Utah Cybersecurity Plan that outlines specific goals and objectives related to cybersecurity in Utah. These goals and objectives focus on improving the sharing of information critical to cybersecurity operations, providing access to cybersecurity resources and education, developing a whole-of-state approach to cybersecurity, mitigating risks associated with cyber attacks, enhancing preparedness, and improving the ability to respond to incidents.

The complexity and prevalence of today's cybersecurity threats highlight the need for State and Local governments to work together to accomplish the goals and objectives of the plan. As we continue to develop cybersecurity capabilities, we must remain dedicated to improving the resilience of Utah governments, across jurisdictional boundaries, assisting each other as we grow. This Memorandum serves to outline specific interactions between the Utah Cyber Center and Local Government Entities in relation to the Statewide Projects established in the plan.

Section 1: Purpose

The purpose of the State of Utah Cybersecurity Plan is to:

- Improve the sharing of information critical to cybersecurity operations
- Provide access to cybersecurity resources and education
- Develop a whole-of-state approach to cybersecurity
- Mitigate risks associated with cyber attacks
- Enhance preparedness
- Improve the ability to respond to incidents

The Plan accomplishes these purposes by providing tools and resources to local governments that may be too expensive to procure on their own through use of funds from the State and Local Cyber Security Grant Program. This MOU outlines how the tools and resources will be implemented, what responsibilities both the LGE and UCC will bear, and how these parties should interact in the execution of these projects.

Section 2: Scope

The scope of this MOU for the State of Utah Cybersecurity Plan Statewide Projects includes the Utah State Government (as represented by the Utah Cyber Center), as well as the Local Government to whom this MOU is addressed.

Section 3: Definitions

As used in this MOU:

- **“Global Administrator”** means administrative users that have access to administer across all accounts.
- **“KB4”** means KnowBe4
- **“Local Government” or “LGE” (Local Government Entity)** means the same as that term is defined in 42 U.S. Code § 5122(8).
- **“MDR”** means Managed Detection and Response
- **“Project 1” or “MDR Project”** means the MDR for LGE’s project as outlined in the State of Utah Cybersecurity Plan.
- **“Project 2” or “Vulnerability Management Project”** means the Vulnerability Management project as outlined in the State of Utah Cybersecurity Plan.
- **“Project 3” or “Security Professional Training”** means the Security Training Course project as outlined in the State of Utah Cybersecurity Plan.
- **“Project 4” or “Security Awareness Training Program”** means the Security Awareness Training as outlined in the State of Utah Cybersecurity Plan.
- **“Project 5” or “Email Services”** means the Email Services Project as outlined in the State of Utah Cybersecurity Plan.
- **“Project 6” or “Patch Management”** means the Patch Management Project as outlined in the State of Utah Cybersecurity Plan.

- **“S1”** means SentinelOne
- **“Saved Query”** means the S1 console feature called Saved Query that can be used to create custom threat hunting queries that can be executed against all previously recorded endpoint telemetry. This is an unlimited resource.
- **“SOP”** means Standard Operating Procedure
- **“STAR Rules”** means the S1 console feature called STAR rules that are used to create custom threat hunting queries that are run against all endpoint telemetry, including incoming data. This is a limited resource.
- **“The Plan”** means the State of Utah Cybersecurity Plan that was created for the State and Local Cybersecurity Grant Program (SLCGP)
- **“UCC”** means the Utah Cyber Center as defined in Utah Code 63A-16-1101.

Section 4: Project Details

Project 1 - MDR Project

Participation in this project places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided to LGEs at no cost for the project period of 10/31/2023 through 12/31/2027. This MOU and MDR service will automatically terminate at the end of that period (12/31/2027). Should the LGE wish to discontinue use of this MDR and terminate the MOU sooner than the defined end date of the project, the authorizing official of the LGE will need to notify the UCC in writing no later than three weeks prior to termination.

S1 console data, including endpoint telemetry will be stored in an S1 cloud-hosted environment, operating in AWS U.S. West. Each LGE will have their own account that is visible only to their staff, Global Administrators, and S1 Staff. Each LGE can build and configure their account however best suits their needs. LGEs will have full administrative rights to their accounts.

UCC staff will be the only entity assigned Global Administrator access. UCC will not perform any actions inside of a LGE account without the LGE expressly requesting the action be taken. UCC, in cooperation with S1, will provide support and guidance on best practices. The UCC will maintain and administer the vendor contract for this project.

For a full list of S1 privacy terms and conditions please visit <https://www.sentinelone.com/legal/>

MDR Project: Policy

This project will provide LGE's with access to the SentinelOne Endpoint Protection Platform with the following capabilities:

- Singularity Complete - Endpoint Detection & Response (EDR)
 - 90-Day Retention of all EDR data
- Managed Detection & Response (MDR)
- Singularity Ranger Insights - Vulnerability Management

- 24/7/365 Technical Support
- Technical Account Manager (TAM)
- Limited access to Digital Forensics and Incident Response (DFIR)

The LGE can utilize this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The MDR Project should be used continuously after deployment as a primary Endpoint Protection solution. The S1 platform can only be deployed to devices that are owned and operated by the LGE.

The Vigilance MDR service will provide the LGE with a team of expert analysts from S1 who will monitor your endpoints and respond to alerts 24/7. This team will take various prevention and remediation actions on the LGE endpoints, in coordination with, and as defined by the LGE.

MDR Onboarding SOP

Onboarding will generally follow this predefined process:

- Phase 1: Initial contact related to the MDR project between the UCC and the LGE
 - An introductory meeting between UCC and the LGE is arranged
 - This meeting will outline the project details and provide the LGE with instructions on how to perform a limited deployment
- Phase 2: MOU and other details are collected
 - LGE returns a signed copy of this MOU to UCC
 - LGE completes an onboarding survey
 - LGE provides escalation contact information to S1
- Phase 3: During this phase, the LGE will perform a limited deployment allowing for the discovery of interoperability issues and to perform fine tuning of the environment
 - A follow up meeting between UCC, the LGE, and S1 will take place after adequate testing has been performed
 - This meeting will serve as a check in point to review the test deployment progress, policies, interoperability exclusions, deployment of sensors, and other best practices, specifically LGEs should never disable Agent Anti Tamper.
- Phase 4: Full deployment
 - LGE will continue to deploy sensors across the entire environment.

SOP for requesting use the S1 DFIR Retainer

In the event of a cybersecurity incident indicating the need for the use of Digital Forensics and Incident Response (DFIR) capabilities from S1, the LGE can initiate a DFIR initial evaluation request by contacting DFIR@sentinelone.com. The State contract includes a limited yearly bucket of available DFIR hours. Due to the limited nature of the DFIR retainer, these services should only be engaged when dealing with a serious incident. After the initial triage is complete the LGE, DFIR team, and UCC will coordinate in order to determine the necessity of continuing the expenditure of the retainer hours.

Prior to an LGE engaging the DFIR team and expending the retainer, the LGE is strongly encouraged to contact their Cybersecurity Insurance provider, if they have one, to inquire about similar services that will be funded through their plan. LGE's should contact their insurance providers before an incident to better understand the resources available to them. LGE's can purchase their own block of DFIR hours directly from S1 if desired.

SOP for acquiring additional, non-grant funded capabilities

S1 has agreed to allow LGE's to purchase additional capabilities that are available in the S1 platform directly, including DFIR retainer hours. UCC will not fund any capabilities beyond what has been described. All additional services must be paid for and contracted between the LGE and the vendor directly.

Technical Support SOP

Technical support is available 24x7x365. All support issues should be raised by first creating a ticket through the web portal or by calling the support number listed below.

<https://community.sentinelone.com/>

Phone Support: 1-855-868-3733

Issue Severity levels are defined as follows:

- Severity 1 - Critical Business Impact, affecting critical Business Unit or site-wide issue.
 - Ex. Solution is inoperative, intermittently operative, unavailable or significantly impaired. Compromise of system operability with multiple system failures, compromise of data integrity, or loss or corruption of data, complete failure of the system.
- Severity 2 - High Business Impact; Multiple machines affected via a critical service degradation.
- Severity 3 - Business is impacted, but your organization can function properly.
- Severity 4 - No Business impact, low priority issue or request for a feature.

For Severity 1 events, LGE's are encouraged to contact the Technical Account Manager for support in escalating the ticket, after ticket creation.

Escalations SOP

The Escalations process will be determined between the LGE and the S1 team during the onboarding process. This will include providing escalation contacts to S1. It is the responsibility of the LGE to maintain this contact list. It is expected that this list will be continually maintained and updated as appropriate, without undue delay.

The UCC SOC will serve as an emergency backup point of contact for your organization at your request, in the event that your team is unable to be contacted during an escalation event. In the event of an escalation call reaching the UCC SOC, the SOC will continue efforts to contact your organization using out of band channels, possibly including through emergency dispatch services. Please select an option from the list below by checking and initialing the appropriate section.

☐ _____ I **would like** the UCC SOC to act as an emergency back up contact for S1 Vigilance escalations.

☐ _____ I **decline** the offer to have the UCC SOC act as an emergency back up escalation contact for my organization.

Threat Hunting SOP

UCC will periodically perform threat hunting using IOCs from a multitude of sources. The UCC will be performing these activities across the entire S1 environment. If a correlation between an IOC and your environment is found, UCC will contact you with details. Any IOCs generated during threat hunting will have any identifying information removed, so they can be shared with the wider cybersecurity audience as appropriate.

STAR Rules are a limited resource and are intended to be used for global threat hunting. LGEs should leverage Saved Queries for threat hunting within individual LGE accounts. Should an LGE desire that a STAR rule be created, this can be requested by contacting the UCC. This will afford increased protection to all participating LGEs.

MDR Project: User Procedure Requirements and Maintenance

By signing this agreement each participating LGE agrees to deploy and maintain the MDR platform within their environment and follow any SOPs outlined in this MOU. Agent deployment and maintenance, user accounts and role assignments, and administrative console maintenance are the responsibility of the LGE. S1 support staff and UCC staff are available to assist and provide best practices for this process. In the event that console access is lost and the LGE has no administrator access, this can be restored by working with the UCC to establish new accounts.

The purpose of these procedure requirements is to ensure LGEs' systems are being effectively protected by the MDR service and that the product is being leveraged to its fullest potential.

MDR Project: Oversight

Oversight of the MDR Project is administered through the UCC, which is directed by the Utah State Chief Information Security Officer (CISO). The UCC oversees the use and/or licensing of the MDR Project services and will enforce all requirements of this MOU. Each LGE participating in the use of the MDR Project is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the MDR Project will be implemented at the discretion of the UCC.

Project 2 - Vulnerability Management Project

This project will utilize the same agent installed from the MDR project to help identify and prioritize an LGE's most critical applications and operating systems vulnerabilities for both workstations and servers. Participation in this project is included in the MDR Project.

Project 3 - Security Professional Training

This project will provide LGE's with access to instructor-led training geared towards those with an Information Technology background. The UCC will determine what courses are offered, taking into consideration input from LGEs. The UCC will communicate these opportunities to the LGE via Email. The training will increase participants' knowledge on security topics and allow for them to use and apply to their organization to help them secure their environment. Project 3 will be funded initially through State and Local Cybersecurity Grant Program (SLCGP) funds with a period of performance lasting from 10/31/2023 through 12/31/2027. The UCC will maintain and administer the vendor contracts for this project.

LGE's IT personnel should participate in this training to help increase their cybersecurity knowledge and apply it to their own organization's environment to help improve the security posture of the organization. Should the offered training include an opportunity to test and become certified, it is expected that the participant will schedule and take the exam.

Participation in these trainings is limited. The UCC will use multiple factors to determine which applicants are selected for the training. These factors will include: timeliness of the application, position and role of the applicant at the LGE, previous experience of the applicant, and number of applicants from the same LGE.

Requirements for necessary equipment will be communicated when an applicant is selected for participation in the training program. Training formats may be offered virtually or in-person at select locations. Locations will be communicated upon training announcements. The UCC will not provide funds to cover any travel, accommodations, or equipment required for participation.

If an applicant is selected for the training program but is unable to attend, the UCC staff must be notified. If insufficient time is given to find a replacement for the participant, the LGE may be held at a lower priority when being considered for future training opportunities.

Project 4 - Security Awareness Training Program

Participation in this program places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided at no cost for the project period of 10/01/2023 through 10/05/2027. This MOU and Security Awareness service will automatically terminate at the end of that period (10/05/2027). Should the LGE wish to discontinue use of this Security Awareness Training Program and terminate the MOU sooner than the defined end date

of the project, the authorizing official of the LGE will need to notify the UCC in writing three weeks prior to termination.

Each LGE will have their own account that is visible only to their staff and UCC Global Administrators. Each LGE can build and configure their program however best suits their needs. LGEs will have full administrative rights to their accounts.

UCC staff will be the only entity assigned Global Administrator access. UCC will not perform any actions inside of a LGE account without the LGE expressly requesting the action be taken. UCC, in cooperation with KB4, will provide support and guidance on best practices. The UCC will maintain and administer the vendor contract for this program.

Security Awareness Training Program: Policy

This project will provide LGE's with access to the KB4 Security Awareness Training Platform with the following capabilities:

- Security Awareness Training
 - Diamond Subscription level with Compliance Plus Add-On
- Phishing Campaigns
- USB Security Test
- Generate and Schedule Reports

The LGE can use this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The Security Awareness Training Program should be used periodically throughout the year, as each LGE sees fit, to train and provide awareness to their employees on cybersecurity topics. Phishing campaigns should also be conducted in this same manner to provide employees with real world examples of this common type of attack while teaching them how to be aware and defend against it.

Security Awareness Training Program Onboarding SOP

- LGE contacts UCC
- LGE signs and returns MOU
- UCC creates account for LGE and provides initial administrator access
 - LGE operates and manages their own environment going forward throughout the project period

SOP for acquiring additional, non-grant funded capabilities

Add-ons, upgrades, and additional capabilities beyond what is provided in the policy above are not available in the KB4 platform.

Technical Support SOP

Technical support issues should be addressed by first consulting the KB4 knowledge base. If you can't find the information you need in KB4's knowledge base or you need assistance using their

products, you can contact KB4's support team by submitting a support request through the web portal or by calling the number below.

Knowledge Base: <https://support.knowbe4.com/hc/en-us>

Submit a request: <https://support.knowbe4.com/hc/en-us/requests/new>

Phone Support: +1 855-815-9494, available weekdays from 4am - 7pm

UCC Security Message Campaign

The UCC Security Message will be distributed periodically throughout the year and include a monthly short newsletter-style message promoting cybersecurity awareness and quarterly training campaigns to raise awareness of common cybersecurity topics and attacks. The message and training campaign will be sent to all users of participating LGEs.

☐ **I would like to participate in the UCC's Security Message campaigns.**

Should your LGE decide to discontinue participation in this service simply contact the UCC at cybercenter@utah.gov to cancel.

UCC Email Phishing Campaign

The UCC Email Phishing Campaign will be conducted periodically throughout the year and provide a method of testing user awareness. The UCC will coordinate with the LGE administrators in advance so they are aware of the upcoming campaign. The phishing emails will be sent to all users of participating LGEs.

☐ **I would like to participate in the UCC's Email Phishing campaigns.**

Should your LGE decide to discontinue participation in this service simply contact the UCC at cybercenter@utah.gov to cancel.

Security Awareness Training Program: User Procedure Requirements and Maintenance

LGEs are responsible for provisioning their user accounts in the KB4 system. Technical support provided by KB4 is available to assist with user integration issues. User accounts, role assignments, and administrative console maintenance are the responsibility of the LGE. Training and phishing campaigns are performed and managed by the LGE except for the UCC Security Message Campaign and the UCC Email Phishing Campaign outlined above. In the event that console access is lost and the LGE has no administrator access, this can be restored by working with the UCC to establish new accounts.

Security Awareness Training Program: Oversight

Oversight of the Security Awareness Training Program is administered through the UCC, which is directed by the Utah State CISO. The UCC oversees the use and/or licensing of the KB4 platform services and will enforce all requirements of this MOU. Each LGE participating in the

use of the Security Awareness Training Program is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the Security Awareness Training Program will be implemented at the discretion of the UCC.

Project 5 - Email Services

Participation in this program places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided at no cost for the project period as long as the LGE meets the initial requirements for Google Workspace. These requirements are as follows:

- The population of the LGE needs to be 10,000 or less.
 - Entities outside of this range will be considered on a case by case basis.
- The LGE cannot already be paying for an email service.
- The LGE will need to implement the other security services the UCC are providing at no cost.

This MOU and the Google Workspace will automatically terminate at the end of (*April 10th, 2030*). Should the LGE wish to discontinue use of the Email Services and terminate the MOU sooner than the defined end date of the project, the authorizing official of the LGE will need to notify the UCC in writing three weeks prior to termination.

Each LGE will have their own workspace that is visible to themselves and UCC staff. Each LGE can build and configure their workspace however best suits their needs. The UCC will manage LGE's users in the Google Workspace. This includes creating and removing users' accounts, password resets, etc.

UCC staff will be the only entity assigned Global Administrator access. UCC may perform actions inside the LGE's workspace account in the best interest of security practices. The UCC will maintain and administer the vendor contract for this project.

Google Workspace: Policy

This project will provide LGE's with access to the Google Workspace Platform with the following capabilities:

- Gmail
- Google Calendar
- Google Chat
- Google Meet
- Google Cloud Drive Storage

The features above do not encompass all of the Enterprise Plus License features.

The LGE can use this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The Google Workspace Platform should be used by LGE's to manage and maintain their data. Synchronization of email, calendar, and contacts to mobile devices can be set up by the user through Google directly.

While the UCC will administer the technical aspects of user accounts within the Google Workspace environment (including creation and removal), the LGE remains solely responsible for the content of their data. This includes, but is not limited to, ensuring compliance with the Utah Government Records Access and Management Act (GRAMA) and all applicable State and Federal data retention requirements.

In the event of an employee's separation from the LGE, the LGE shall notify the UCC within 72 hours of the termination date. The UCC will provide the LGE with delegated administrative access to the terminated user's Google Workspace account for a period not exceeding 30 calendar days. This temporary access is provided *exclusively to enable the LGE to secure any data deemed necessary*. The responsibility for identifying, extracting, and retaining this data rests entirely with the LGE within the 30-day period. Following this period, access will be revoked, and the UCC assumes no responsibility for any data not preserved by the LGE.

Google Workspace Onboarding SOP

- LGE contacts UCC
- LGE signs and returns MOU
- UCC creates Google Workspace accounts
- UCC conducts onboarding meeting with LGE
- UCC in coordination with the LGE will maintain the LGE's Google Workspace account

SOP for acquiring additional, non-grant funded capabilities

Add-ons, upgrades, and additional capabilities beyond what is provided in the policy above are not available in the Google Workspace account.

Technical Support SOP

The primary method for resolving technical support issues should be self-service through Google's comprehensive technical documentation. If the LGE is unable to find a solution, they may seek assistance from the UCC by email. All requests for Google Workspace account provisioning (account creation or deletion) must be submitted via the appropriate form on the UCC website.

Google Workspace Learning Center: <https://support.google.com/>

Cyber Center contact email: cybercenter@utah.gov

Cyber Center website: <https://cybercenter.utah.gov/Requests/>

Google Workspace: User Procedure Requirements and Maintenance

User accounts, role assignments, and administrative console maintenance will be managed by the UCC.

Google Workspace: Oversight

Oversight of the Google Workspace Program is administered through the UCC, which is directed by the Utah State CISO. The UCC oversees the use and/or licensing of the Google Workspace platform services and will enforce all requirements of this MOU. Each LGE participating in the use of the UCC Email Services program is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the Email Services program will be implemented at the discretion of the UCC.

Project 6 - Patch Management

Participation in this program places no financial or contractual obligation, beyond what is defined in this MOU, on the LGE. This service is being provided at no cost for the project period. This MOU and Patch Management service will automatically terminate at the end of that period (4/8/2029). Should the LGE wish to discontinue use of this Patch Management service and terminate the MOU sooner than the defined end date of the project, the authorizing official of the LGE will need to notify the UCC in writing three weeks prior to termination.

Each LGE will have their own account that is visible only to their staff, UCC Global Administrators, and Action1 staff as needed for technical support. Each LGE can build and configure their program however best suits their needs. LGEs will have full administrative rights to their accounts.

UCC staff will be the only entity assigned Global Administrator access. UCC will not perform any actions inside of an LGE account without the LGE expressly requesting the action be taken. UCC, in cooperation with Action1, will provide support and guidance on best practices. The UCC will maintain and administer the vendor contract for this project.

Patch Management: Policy

This project will provide LGE's with access to the Action1 Patch Management Platform with the following capabilities:

- Vulnerability Management
- Scheduled Patch Management
- Software Deployment
 - Software Repositories
- Patching & Vulnerability Reports
- Remote Desktop
- Technical Support

The LGE can use this resource after they have been onboarded and approved for deployment by the UCC team, and continuing throughout the project period. The Action1 Patch Management software should be used by the entities to assist in keeping their endpoints up to date from critical vulnerabilities. An automated patching schedule should be put in place by the LGE to update on a regular basis. The patching schedule is up to the LGE to decide what works best for their environment.

Patch Management Onboarding SOP

- LGE contacts UCC
- LGE signs and returns MOU
- UCC creates Action1 account for the system administrator
- UCC conducts onboarding meeting with LGE
- LGE operates and manages their own environment going forward throughout the project period

SOP for acquiring additional, non-grant funded capabilities

Add-ons, upgrades, and additional capabilities beyond what is provided in the policy above are not available in the Action1 Platform.

Technical Support SOP

Technical support issues should be addressed by first consulting the Action1 documentation page. If you can't find the information you need in Action1 documentation or you need assistance using their products, you can contact the Action1 support team by submitting a support request through the web portal.

Action1 Documentation Base: <https://www.action1.com/documentation/>

Submit a ticket: **Create a ticket through the Action1 dashboard**

UCC Patching Automation Cadence

The UCC patching cadence will be set up by the team at UCC with the LGE during the onboarding process. This patching cadence will include an automation to push updates deemed "critical" severity as soon as practical within a few days of the patch being released. In addition, the UCC will assist the LGE in implementing automated patch update rings for the LGE's environment. Update rings allow the ability to test each patch by deploying the patch to designated machines before installing the patch on the entire environment's endpoints so as to achieve a smooth organizational patch rollout.

Patch Management: User Procedure Requirements and Maintenance

LGEs are responsible for managing their endpoints in the Action1 system. Technical support provided by Action1 is available to assist with any technical difficulty. User accounts, role assignments, and administrative console maintenance are the responsibility of the LGE. In the

event that console access is lost and the LGE has no administrator access, this can be restored by working with the UCC to establish new accounts.

Patch Management: Oversight

Oversight of the Patch Management Program is administered through the UCC, which is directed by the Utah State CISO. The UCC oversees the use and/or licensing of the Action1 platform services and will enforce all requirements of this MOU. Each LGE participating in the use of the UCC Patching Program is required to provide a representative, through whom the UCC will coordinate provisioning of the service. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the Action1 program will be implemented at the discretion of the UCC.

Section 5: Responsibility for Compliance

Failure to operate within the bounds outlined within this MOU, or actions taken by the LGE that are determined to be detrimental to the project's success could result in the LGE being removed from participation in any of the statewide projects.

The state is not responsible for damages or disruptions to services that result from actions taken by LGE's within their environment.

Section 6: Updates to the MOU

The UCC has the authority to update and modify this MOU for any of the current projects or to add future projects. In the event that a proposed change or additional statewide project is added which alters the capability or changes the purpose of the statewide projects, a new signature page verifying the understanding of changes will be required. As the MOU is updated, a new copy will be made available to the participating LGEs.

Section 7: Signatures & Agreements

The State of Utah Cybersecurity Planning Committee created a statewide cybersecurity plan which outlined specific cybersecurity initiatives, programs, and objectives aimed at improving local government cyber maturity. It contains projects targeted at remediating deficiencies identified through multiple assessments and audit efforts. These projects will be funded through the use of SLCGP and State funds and will provide services for 4 years or more depending on the service. The estimated value of these services is \$17,164,450, which will be funded through the use of the grant award plus the required matching funds.

The projects are:

Project Name	Project Description
Managed Detection and Response Project	Provide licenses for a whole-of-state implementation of a managed detection and response (MDR) solution.
Vulnerability Management	Provide licenses for a whole-of-state implementation of a vulnerability management solution.
Security Professional Training	Organize and provide access to professional cybersecurity training.
Security Awareness Training Program	Provide access to a security awareness training platform for government employees.
Email Services	Provide access to email services managed by the State of Utah.
Patch Management	Provide access to automated patching management & software deployment.

I understand that by participating in any of these statewide programs I am consenting to the State of Utah retaining and using grant funds, awarded through the SLCGP in order to provide our organization with cybersecurity hardware, software, and/or services in lieu of direct funds, for the listed projects.

By signing this document I attest that I am either the authorizing official, or have been designated by the authorizing official of our organization to enter this agreement.

Our organization wishes to participate in Utah Statewide SLCGP Projects and agrees to the terms of this MOU.

Date

Print Name

Signatory's Title

Signature

Fields below this line are to be filled out by the Utah Cyber Center. Do not edit these fields.

The Utah Cyber Center agrees to the terms of this MOU, and will fulfill the responsibilities outlined within this agreement.

Date

Phil Bates

Print Name

CISO, DTS

Signatory's Title

Signature

Item #10



TOWN OF CASTLE VALLEY

CULVERT/SINGLE-INSTANCE DRAINAGE WORK WAIVER AND RELEASE AGREEMENT

This ~~Single Instance Culvert/Drainage Work~~ Waiver and Release Agreement (the "Agreement") is entered into on this _____ day of _____, _____, by _____ the owner of certain real property (the "Property Owner"), of Lot # _____ (the "Property") located within the municipal boundary of the Town of Castle Valley, Utah (the "Town" - for purposes of the Agreement companies or employees contracted by the Town are included in this definition of Town), for the purpose of culvert and drainage work and facilitating the clearing of debris, protection, and improvement to the storm water run-off channel infrastructure on the Property and/or in the Town. The parties may be referred to herein as ("Party") or collectively as the ("Parties").

WHEREAS, The Town has the legal right, but not the obligation, to take action to clear, improve, and protect drainage (the "Work") and is willing to do so for the benefit of the Property, neighboring properties, and overall drainage maintenance in the Town; and

WHEREAS, in order to conduct the Work, the Town and the Property Owner agree that at certain times debris collects in the storm water run-off channel located on will need access to the Property; and

WHEREAS, the Town and the Property Owner agree that such debris should be removed from the storm water run-off channel the Work is important in order to reduce the threat of flooding to the Property and neighboring properties, and

WHEREAS, The Town has the legal right but not the obligation, to take action to clear, improve, and protect drainage and is willing to do so for the benefit of Property, neighboring properties, and overall drainage maintenance in the Town.

NOW, THEREFORE, and in consideration of the foregoing, the Parties do hereby agree as follows:

1. CLEARING OF STORM WATER RUNOFF CHANNELS WORK: Property Owner does hereby grants permission to the Town to take such action as it deems necessary, in its sole discretion, to remove debris or soils from or to improve the naturally existing drainage upon or across the Property do the Work, in accordance with the following:
 - a. Property Owner grants permission to the Town to bring; pedestrians workers, vehicles, and equipment on or across the Property in the area highlighted in yellow on the attached Exhibit A as may be necessary to allow the Town to complete the W above described work.

- b. Property Owner grants the Town the right to permanently excavate and deposit the debris/spoils removed from the storm water run-off channels upon the Property, or to permanently remove them from the Property.
- c. Property Owner agrees that no actions taken by the Town while on the Property shall be deemed to be a trespass or taking of the Property, and the Property Owner waives all such claims arising from the Town's actions, as described in this Agreement.

2. ~~WORK DURATION: The Parties agree that the Town will perform and finish all work relating to this Agreement within a period of 90 days from date first written above.~~ duration of the work is intended to be from _____ to _____. The Parties understand that circumstances beyond their control may extend or shorten this duration and will cooperate with each other if such instance occurs.

3. NO OBLIGATION: Property Owner acknowledges and agrees that the Town does not have a legal duty to take action to maintain, remove debris from, or otherwise improve the storm water run-off channels on the Property.

4. NO ONGOING DUTY: Property Owner agrees that by the Town performing ~~W~~work on the ~~Drainage Systems on the Property;~~ the Town does not assume the responsibility to provide ongoing maintenance to said storm water run-off channelthe Work in the future. Furthermore; Property Owner acknowledges and recognizes that the Town may not be willing or able to perform additional maintenance work when requested or needed in the future.

5. NO EASEMENT: The Parties agree that by performing work described ~~herein in this Agreement,~~ the Town does not assert and does not acquire any permanent right-of-way, easement, license, or title to the Property or ~~storm water run-off channels on any portion of the Property.~~

6. WAIVER AND RELEASE OF CLAIMS: Property Owner agrees to forever waive any and all claims and causes of action for damages to persons or property that may arise from the Town's ~~W~~work on the Property including, but not limited to, causes of action for trespass, taking or for any other damages or injury brought for work performed by the Town in conformance with this Agreement. Property Owner agrees to indemnify and hold harmless the Town from any claims of any third parties harmed by the Town's work on the Property. Workers employed by the Town are covered by the Town's workers' compensation insurance and Town property is covered by the Town's liability insurance. Contractors will be obligated to covered their employer's workers' compensation insurance for any injury and carry appropriate liability insurance.

7. NO WARRANTY: Property Owner acknowledges that the Town's ~~efforts to improve or clear the Drainage Systems~~Work may not be effective in protecting the Property or in mitigating the effects of storm water and run-off drainage damage. Accordingly, the Town provides no guarantee or warranty as to the quality or effectiveness of work to be performed ~~herein pursuant to this Agreement.~~

8. CONTINUED OBLIGATION: Property Owner acknowledges that the Town's ~~work~~Work on the storm water run-off channels does not eliminate, reduce or remove the Property Owner's responsibility to exercise reasonable care when discharging storm/drainage/run-off/irrigation waters from the Property. Furthermore, the Town does not guarantee or otherwise warrant that its work will enable the Property Owner to fulfill this legal duty.

9. OWNER'S WARRANTY: The Property Owner represents that, as of the date ~~hereof of this Agreement~~, he/she owns the Property in fee simple, and to the Property Owner's knowledge, that no other party has an interest in the Property that would require their signature to this Agreement.

11. ENTIREITY: This Agreement contains the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter ~~hereof of this Agreement~~.

12. COUNTER-PARTS: This Agreement may be executed and delivered electronically via facsimile or e-mail (PDF) in multiple counterparts which, when taken together, shall be considered an original. ~~A manual signature on this agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.~~ The delivery by electronic transmission of copies of this Agreement, including executed signature pages, will constitute effective delivery of this Agreement for all purposes.

~~Executed as of the date first written above.~~

I, _____, do hereby state and represent that I am the legal owner of Lot # _____,
located within the Town, and that I am authorized to sign this Culvert/Single Instance Drainage Work
Waiver and Release Agreement on behalf of ~~said my~~ property, and acknowledge that by my signature ~~said~~
on this Agreement shall be binding upon ~~said the~~ Property Owner(s) and ~~said the~~ Property.

By: _____
Owner of Lot #: _____
Dated: _____

TOWN OF CASTLE VALLEY

By: _____
Its: _____
Dated: _____

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Item #10
Clearcopy

TOWN OF CASTLE VALLEY

CULVERT/DRAINAGE WORK WAIVER AND RELEASE AGREEMENT

This Culvert/Drainage Work Waiver and Release Agreement (the "Agreement") is entered into on this _____ day of _____, _____, by _____ the owner of certain real property (the "Property Owner"), of Lot # _____ (the "Property") located within the municipal boundary of the Town of Castle Valley, Utah (the "Town" - for purposes of the Agreement companies or employees contracted by the Town are included in this definition of Town), for the purpose of culvert and drainage work and facilitating the clearing of debris, protection, and improvement to the storm water run-off channel infrastructure on the Property and/or in the Town. The parties may be referred to as ("Party") or collectively as the ("Parties").

WHEREAS, The Town has the legal right, but not the obligation, to take action to clear, improve, and protect drainage (the "Work") and is willing to do so for the benefit of the Property, neighboring properties, and overall drainage maintenance in the Town; and

WHEREAS, in order to conduct the Work, the Town will need access to the Property; and

WHEREAS, the Town and the Property Owner agree that the Work is important in order to reduce the threat of flooding to the Property and neighboring properties.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. WORK: Property Owner grants permission to the Town to take such action as it deems necessary, in its sole discretion, to do the Work, in accordance with the following:
 - a. Property Owner grants permission to the Town to bring; workers, vehicles, and equipment on or across the Property in the area highlighted in yellow on the attached Exhibit A as may be necessary to allow the Town to complete the Work.
 - b. Property Owner grants the Town the right to permanently excavate and deposit the debris/spoils removed from the storm water run-off channels upon the Property, or to permanently remove them from the Property.
 - c. Property Owner agrees that no actions taken by the Town while on the Property shall be deemed to be a trespass or taking of the Property, and the Property Owner waives all such claims arising from the Town's actions, as described in this Agreement.
2. WORK DURATION: The Parties agree that the duration of the work is intended to be from _____ to _____. The Parties understand that circumstances beyond their control may extend or shorten this duration and will cooperate with each other if such instance occurs.

3. NO OBLIGATION: Property Owner acknowledges and agrees that the Town does not have a legal duty to take action to maintain, remove debris from, or otherwise improve the storm water run-off channels on the Property.
4. NO ONGOING DUTY: Property Owner agrees that by the Town performing Work on the Property, the Town does not assume the responsibility to provide ongoing maintenance to the Work in the future. Furthermore; Property Owner acknowledges and recognizes that the Town may not be willing or able to perform additional maintenance work when requested or needed in the future.
5. NO EASEMENT: The Parties agree that by performing work described in this Agreement, the Town does not assert and does not acquire any permanent right-of-way, easement, license, or title to the Property or any portion of the Property.
6. WAIVER AND RELEASE OF CLAIMS: Property Owner agrees to forever waive any and all claims and causes of action for damages to persons or property that may arise from the Town's Work on the Property including, but not limited to, causes of action for trespass, taking or for any other damages or injury brought for work performed by the Town in conformance with this Agreement. Property Owner agrees to indemnify and hold harmless the Town from any claims of any third parties harmed by the Town's work on the Property. Workers employed by the Town are covered by the Town's workers' compensation insurance and Town property is covered by the Town's liability insurance. Contractors will be obligated to covered their employer's workers' compensation insurance for any injury and carry appropriate liability insurance.
7. NO WARRANTY: Property Owner acknowledges that the Town's Work may not be effective in protecting the Property or in mitigating the effects of storm water and run-off drainage damage. Accordingly, the Town provides no guarantee or warranty as to the quality or effectiveness of work to be performed pursuant to this Agreement.
8. CONTINUED OBLIGATION: Property Owner acknowledges that the Town's Work does not eliminate, reduce or remove the Property Owner's responsibility to exercise reasonable care when discharging storm/drainage/run-off/irrigation waters from the Property. Furthermore, the Town does not guarantee or otherwise warrant that its work will enable the Property Owner to fulfill this legal duty.
9. OWNER'S WARRANTY: The Property Owner represents that, as of the date of this Agreement, he/she owns the Property in fee simple, and to the Property Owner's knowledge, that no other party has an interest in the Property that would require their signature to this Agreement.
11. ENTIREITY: This Agreement contains the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.
12. COUNTER-PARTS: This Agreement may be executed and delivered electronically in multiple counterparts which, when taken together, shall be considered an original. The delivery by electronic transmission of copies of this Agreement, including executed signature pages, will constitute effective delivery of this Agreement for all purposes.

I, _____, do state and represent that I am the legal owner of Lot # _____, located within the Town, and that I am authorized to sign this Culvert/Drainage Work Waiver and Release Agreement on behalf of my property, and acknowledge that by my signature on this Agreement shall be binding upon the Property Owner(s) and the Property.

By: _____
Owner of Lot #: _____
Dated: _____

TOWN OF CASTLE VALLEY

By: _____
Its: _____
Dated: _____

Town of Castle Valley

9/16/2025 10:41 AM

Register: 1300 · General Accounts Unrestricted:Zions Operating

From 08/25/2025 through 09/16/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/31/2025			5100 · Administration:...	Service Charge	3.00	X		37,730.40
08/31/2025	eft	Zions Bank Liabilities	-split-	87-0483404 Fo...	1,825.38			35,905.02
08/31/2025	10216	Colleen R Thompson	-split-		432.52			35,472.50
08/31/2025	10217	Dorje Honer	-split-		1,723.58			33,748.92
08/31/2025	10218	Egmont Honer	-split-		909.98			32,838.94
08/31/2025	10219	Faylene Roth	-split-		896.11			31,942.83
08/31/2025	10220	Hannah Metz	-split-		1,118.83			30,824.00
08/31/2025	10221	Jasmine A Duncan	-split-		912.50			29,911.50
08/31/2025	10222	Jocelyn F. Buck	-split-		2,023.12			27,888.38
08/31/2025	10223	Zions Bank	2000 · Accounts Payable	Office Sups Roads	175.00			27,713.38
09/01/2025	10224	Desert West	2000 · Accounts Payable	Toner / Paper	178.08			27,535.30
09/01/2025	10225	Emery Telcom	2000 · Accounts Payable		171.40			27,363.90
09/01/2025	10226	Grand Tire Pros	2000 · Accounts Payable	Backhoe/Truck Tires	2,825.37			24,538.53
09/01/2025	10227	Jones Demille Engin...	2000 · Accounts Payable	Engineering	7,384.00			17,154.53
09/01/2025	10228	Moab Times Indepen...	2000 · Accounts Payable	Public Hearing	14.80			17,139.73
09/01/2025	10229	Napa Auto Parts	2000 · Accounts Payable	Road Sups	126.28			17,013.45
09/01/2025	10230	Rocky Mountain Po...	2000 · Accounts Payable		31.51			16,981.94
09/01/2025	10231	Solid Waste Special ...	2000 · Accounts Payable		33.00			16,948.94
09/01/2025	10232	Utah Division of Fin...	2000 · Accounts Payable	Road Shed loa...	7,774.99			9,173.95
09/01/2025	10233	Walker's True Hardw...	2000 · Accounts Payable	Road Sups	30.33			9,143.62
09/10/2025			-split-	Deposit			158.48	9,302.10