



AGENDA

THE REGULAR TOWN COUNCIL MEETING

WEDNESDAY, FEBRUARY 18th 2026 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: towndclerk@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=Q05sYm5qQ0lpNlY5TVp2bTU5VnZjQT09>

Call to order and Roll Call

Regular Town Meeting

1. Open Public Comment:

2. Approval of Minutes:

Regular Town Council Meeting December 17, 2025.

Regular Town Council Meeting January 21, 2026.

3. Executive Reports:

*Grand County Fire Warden - Bruce Jenkins- re: Item 7 2026 Participating Entity Cooperative Agreement.

*Water Agent and Water Committee Report - John Groo/ CM O'Brien- Meeting Date update.

*Road Department Report- D.Honer - Castle Creek Culvert Update.

*Planning & Land Use Commission-Faylene Roth

*Utah Renewable Communities-CM Gibson

* Grand County EMS - Lionel Weeks

*Fire District-M Duncan /Chief Drake

* Information Technology (IT) Report- Colleen Thompson

4. Correspondence: TBA

5. Administrative Matters & Procedures: Water Budget Study UGS presentation Tuesday February 24th at 6:30 PM, Town letters.

NEW BUSINESS

6. Discussion and Possible Action re: Relinquishment of Easement over to Lot 78.

7. Discussion and Possible Action re: 2026 Participating Entity Cooperative Agreement.

UNFINISHED BUSINESS -None

8. Closed Meeting (If necessary)

9. 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"

REGULAR TOWN COUNCIL MEETING DRAFT MINUTES

WEDNESDAY, JANUARY 21st, 2026 AT 6:30 P.M.

CASTLE VALLEY TOWN BUILDING - 2 CASTLE VALLEY DRIVE

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

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

Council Present on Zoom: None

Absent: None

Present at the anchor site: Egmont Honer, Ron Drake and Dorje Honer.

Others Present on Zoom: Colleen Thompson, John Groo, Laurie Simonson, Leta Vaughn and the Llewellyns.

Regular Town Meeting

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

1. Open Public Comment: None

2. Approval of Minutes:

Regular Town Council Meeting December 17, 2025. Not ready.

3. Executive Reports:

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

Groo reported the first official meeting of the Water Advisory Meeting went well, several residents attended with good questions and Sarah Stock has done a great job with the meeting minutes. CM O'Brien summarized Cash Stalling the Regional Engineer Utah Division of Water Rights (DWRi) presentation "DWRi perspective on the Castle Valley Water Study " that was given at the January MAWP meeting. CM O'Brien's takeaways were that Stalling did not think DWRi got to ask their questions for the study and he felt that CV Creek is losing and gaining water as usual. Stalling stated CV well levels and water quality have not changed over time. He did not acknowledge the decrease in the water leaving the Valley, CM O'Brien asked about the potential for the water quality decreasing. Stalling stated briefly that DWRi deals with water quantity not quality. CM O'Brien suggested why then did DWRi seem to be interested in maintaining the Matheson wetlands water quality. Groo stated that water quality and quantity can't be separated in Castle valley. He also clarified that the DWRi had considerable input into the direction of the Water Study. MAWP meetings are now to be recorded and available to the public.

*Road Department Report- D.Honer- Castle Creek Culvert Update- The Road crew is still working on improving the surface of Shafer Lane, the Shafer extension and the bypass up at the mailboxes.

*Planning & Land Use Commission- Ryan Anderson was nominated as the PLUC representative on the Water Advisory Committee.

*Utah Renewable Communities-CM Gibson reported Diane Ackerman has volunteered to work on the Low Income Committee. URC is still waiting to hear back from the Public Service Commission after the Public hearing in December.

*Fire District-M Duncan /Chief Drake- the Fire District is planning on staging engines at Station #1 and in an emergency traffic control on the Shafer extension during the CV Drive closure.

* Information Technology (IT) Report- Colleen Thompson reported Water Advisory Committee emails are set up, they have been created so as/ if people leave the Committee there will be continuity with emails.

* Treasurer's Report - M Duncan thanked CM Hill for her service and for all the money she has saved the Town over the years. So far the only line item that is over budgeted is the audit that is because our income increased to another audit level with the grants we have received.

4. Correspondence: None

5. Administrative Matters & Procedures: CM Holland will continue as the Deputy Treasurer. The Water Budget Study UGS presentation will be Tuesday February 24th at 6:30 PM. No Town letters needed. Open Meetings Training completion is due by Feb.15th please email your certificates to Jocelyn. The State mandated Wildland Urban Interface (WUI) mapping will be something the Town will have to work on and complete. M Duncan had done the training and the major focus was to prevent house to house spreading of fires. Our housing density with 5 acre lots is low, so will we need to impose extra requirements on residents? Further information is on HB48. Buck reported she completed huge file retention/ purge for years 2002-2012 and she found a place in Grand Junction that does large scale certified document shedding.

NEW BUSINESS

6. Discussion and Possible Action re: Approval of the Cooperative Agreement with Utah Division of Forestry, Fire and State Lands (UDFFS).

M Duncan explained that Municipalities need to be the signatory on the Agreement with the State. The Fire District will continue to do the annual reporting to UDFFS.

CM Hill motioned to approve the Cooperative Agreement with Utah Division of Forestry, Fire and State Lands; CM O'Brien seconded motion passed unanimously.

7. Discussion and Possible Action re: Approval of the 2.8% COLA increase.

CM Hill motioned to approve the 2.8% COLA increase, CM O'Brien seconded motion passed unanimously.

UNFINISHED BUSINESS -None

8. Closed Meeting (If necessary)

9. Payment of the bills.

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

ADJOURNMENT

M Duncan adjourned the Meeting at 7:19 PM

Approved:

Attested:

Jazmine Duncan, Mayor

Jocelyn Buck, Town Clerk

REGULAR TOWN COUNCIL MEETING DRAFT MINUTES

WEDNESDAY, DECEMBER 17th, 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 of the Town Building.**

Council Members Present: Mayor Duncan, Council Members Gibson, Hill, Holland, and O'Brien
Council Present on Zoom: None

Absent: None

Present at the anchor site: Colleen Thompson, Egmont Honer, Dorje Honer, Pam Hackley, Dave Erley, and Dana Rogers.

Others Present on Zoom: John Groo, Laurie Simonson, Bob Lipman and Ryan Anderson.

Regular Town Meeting

M Duncan called the Meeting to Order at 6:31 PM, Buck called role.

1. Open Public Comment: Dave Erley brought SITLA's development plan from back before the land swap with the BLM.

2. Approval of Minutes:

Public Hearing and Regular Town Council Meeting November 19th, 2025.

CM Hill moved to approve the Minutes; CM Gibson seconded motion passed with CM Holland abstaining.

3. Executive Reports:

*Water Agent and Water Committee Report - John Groo reported the Water Agent hiring Committee had conducted an interview with Sarah Stock and it was agreed unanimously that she is a great candidate. Mayor Duncan had offered Stock the position and she has accepted.

*Road Department Report- D. Honer- Castle Creek Culvert Update the engineers are implementing the last NRCS requirements. We do not yet have an exact start date. Mayor Duncan added that as soon as we know the start date, we will be able to get information out to the public on the project timeline as well as the detour information. She explained that as the Town pays the bills for the project, we will submit the EWP portion to the NRCS for reimbursement. Honer explained road work continues on preparing Shafer as the project detour. Also, this winter they will be working on repairs to the CAT grader. Discussion continued on dust control on Shafer Lane. CM Gibson asked again when Emery will be moving their lines from the old unused poles on to the new poles. Buck will follow up again with Dan Vink RMP.

*Planning & Land Use Commission-Faylene Roth. Minutes provided. Work on the General Plan Survey results continue.

*Utah Renewable Communities-CM Gibson reported the Public Service Commission hearing was yesterday, it will probably be a month until we hear their decision.

*Fire District-M Duncan reported Fire Commissioners Bill Rau and Bob Russell are retiring and Maggie Piekon and Mike Wakely will be the new Fire Commissioners. Verizon subcontractors are conducting very preliminary exploration on putting a cell phone tower at Station #1. Letters of Comment should be forwarded to the Fire District. The Christmas fund raiser for Engine 36 raised \$14K.

* Information Technology (IT) Report- Colleen Thompson- Nothing to report.

4. Correspondence: Cell Tower emails for Lipman and Willoway.

5. Administrative Matters & Procedures: Mayor Duncan thanked Diane Ackerman for serving on the Solid Waste District Board. M Duncan noted she is at the end of her own second term and

that this next term will be her last. She also thanked the Council and Staff for all their work in 2025. Council Members Holland and O'Brien will also be serving another term. A Water Agent has been hired; Sarah Stock will start in January. Water Budget Study UGS presentation will be on the 4th Tuesday in February. No Town letters needed. Castle Rock Ranch update see Item 10.

NEW BUSINESS

6. Discussion and Possible Action re: Water Advisory Committee (WAC) interviews and appointments. M Duncan thanked everyone that was interested in serving on the WAC. There were five applicants. Two Sue Bellagamba and Ken Drogen sent the Council their written responses and three Pam Hackley, Dave Erley and Dana Rodgers were at the meeting to answer the questions:

1. Please tell us what motivated your interest in serving on the Water Advisory Committee.
2. Serving on the Water Advisory Committee involves some knowledge of hydrology and either currently or eventually understanding the hydrology of the Castle Valley water system. Could you tell us about your knowledge and/or work experience that relates to water systems? (protections, conservation, flooding and so on). If you lack such experience, please describe your ability to obtain this knowledge.
3. What do you think are the strongest skills you would bring to serving on the Water Advisory Committee?

Council agreed all the applicants were well qualified. There are three WAC positions for the public, the Council member will be CM O'Brien, and a representative will be nominated from the PLUC (Ryan Anderson?).

CM Hill thanked the people that have been serving on the committee over that last few years, she believes we owe it to those that have been working on the committee Dave Erley and Pam Hackley to continue, they have valuable knowledge and we need them to get this new official Committee running and also help the new Water Agent get set. She thinks all the applicants were wonderful and she hopes they all will participate in the public meetings. CM Holland agreed with CM Hill. CM O'Brien also thanked the applicants and recommended Sue Bellagamba to the third position. He stated she has a lot of experience in water and many contacts/ connections with the State. Dana Rodgers agreed that Sue would be a valuable asset to the Town.

CM O'Brien motioned to appoint Pam Hackley, Dave Erley and Sue Bellagamba to the WAC; CM Holland seconded motion passed unanimously.

Dave Erley stated he is happy to serve on the WAC for the next year and in the future, he would be available to act as an advisory to the Committee. CM O'Brien hoped Rodgers would participate in the WAC meetings; he would have valuable knowledge especially in engineering/ flooding issues.

7. Discussion and Possible Action re: Approval of retaining Laurie Simonson (Invoice).

The Council thanked Simonson for all her help.

CM Gibson motioned to approve retaining Laurie Simonson; CM O'Brien seconded motion passed unanimously. CM Hill asked for a record/ spreadsheet of work Simonson has done.

8. Discussion and Possible Action re: Resolution 2025-10 Adoption of the 2006 Wildland-Urban Interface (WUI) Code.

M Duncan explained that the State has mandated us to adopt this code this will also require us to create a WUI zone map and Grand County would enforce the required building codes.

Thompson asked if we would have to add requirements to 85-3 Land Use Ordinance. M Duncan said yes but those additions to 85-3 would apply only to those in the WUI zone and only to new construction. Guidelines to establish the zone will be available. Council agreed that the Code

was developed in 2006 isn't a new code is needed? This topic raised more discussion and questions than answers.

CM Gibson motioned to adopt Resolution 2025-10 Adoption of the 2006 Wildland-Urban Interface (WUI) Code; CM O'Brien seconded the motion passed unanimously.

9. Discussion and Possible Action re: Approval of Conditional Use Permits and Business Licenses.

CM Hill motioned to approve the 2026 Conditional Use Permits and Business Licenses CM O'Brien seconded the motion passed unanimously.

10. Discussion and Possible Action re: Approval of the Letter to Canyonlands Field Institute, Colin Fryer and Utah Open Lands. (Castle Rock Ranch)

CM O'Brien motioned to approve the Letters to Canyonlands Field Institute, Colin Fryer and Utah Open Lands CM Gibson seconded the motion passed unanimously.

UNFINISHED BUSINESS -None

11. Closed Meeting (If necessary)

12. Payment of the bills.

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

ADJOURNMENT

M Duncan adjourned the Meeting at 8:53PM

Approved:

Attested:

Jazmine Duncan, Mayor

Jocelyn Buck, Town Clerk

WATER ADVISORY COUNCIL [DRAFT] MEETING MINUTES
MONDAY, JANUARY 12th 2025. AT 9:00 A.M.
CASTLE VALLEY TOWN BUILDING - 2 CASTLE VALLEY DRIVE

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

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

<https://zoom.us/j/6605410108?pwd=O05sYm5aO0lDNlY5TVp2bTU5VnZiOT09>

Water Committee Members Present: Bob O'Brien, Pam Hackley, Dave Erley

Water Committee Present on Zoom: John Groo

Absent: Sue Bellagamba

Present at the anchor site: Ryan Anderson (pending appointment to the WAC), Jocelyn Buck, Sarah Stock, Faylene Roth, Egmont Honer, Laura Cameron, Michael Carlyle

Others Present on Zoom: Colleen Thompson

REGULAR COMMITTEE MEETING

WCM Groo called the Meeting to Order at 9:00 AM, Buck called the roll .

1. Open Public Comment: **Roth** brings up Castle Valley leasing of water rights and sole source aquifer status. Asks how hard it is to end such leases and why has it taken so long to get the federal land managers to honor the sole source aquifer status.

WC responds:

Groo: No leasing has been proposed as of this point. The water budget study of 2025 has implications for the future of leasing, but we haven't moved on any of this yet.

Hackley: Sole Source Aquifer designation is in place and the federal agencies understand this. There has been engagement with the EPA on this as well.

O'Brien: Clarifies the protections offered by SSA status. If federal money is going to be used in the SSA, the EPA can look at it and make recommendations on those projects. Symbolically it is important as a hook to get further protections.

Erley: FS and BLM can use categorical exclusions to get around SSA designation. They have used this, including the big project up in Willow Basin, which did happen. But, we have a good position as a town where we are talking directly with both of those agencies as projects come up.

Anderson brings up the ordinance creating WAC and the inclusion of a PLUC member. Ryan is here pending the PLUC meeting and pending approval.

Cameron: Thinks it's great to have an official water committee with public minutes and recordings because there are so many people with interest. Questions about metering: would it be different for those that had water rights from the town vs. those that have rights through the state directly.

WC responds: Groo: Directs those that are interested to check out the Water Management Plan ([link](#)).

This has all the relevant information up to date and is the place where we will be working from for this WAC.

2. Approval of Minutes: None

3. Executive Reports:

- MAWP- Hackley explains Moab Area Watershed Partnership (MAWP) is a partnership of local governments, state and federal agencies, watershed interest groups, and concerned citizens. O'Brien is the representative, a meeting is happening next week. Zoom option and recording now available.
- WC discussed the agenda item "executive reports."

NEW BUSINESS

4. Water Management Plan Priority Action List (attached); strategies for implementation

Groo introduces the document which is split between items requiring funding and those requiring time and effort but no funding.

- Metering of wells using TCV water

WC discusses: If we had a metering system, UDWRi would likely let us administer water as a municipal water system. This would simplify accounting for the Town's water system. The future of water in the west is that one day there will be a state mandate for metering. If we stay ahead of it, we can save money. There are non-invasive options, like metering electrical currents on pumps rather than installing meters at physical pumps. What is the timeline for this? How much will it cost? The public process would be extensive to mandate water metering in Castle Valley, and the decision would not be made by this body alone. Metering would be for the purpose of accurately determining total water use and seeking a Municipal designation for TCV's water rights.

TCV should seek assurances from DWRi that the municipal designation would be approved before implementing metering.

We should make sure that if we implement metering, that the DWRi will allow CV to have a municipal designation.

There is a public presentation on the 2025 USG Water Study Tuesday 2.24.2026 6:30PM

Stock agrees to work with Honer and move this forward.

- Gauging station on upper Castle Creek

WC discusses: There is a new stream gauge at the outlet of Castle Creek. We still need to understand water flow in Castle Creek above the diversions, to understand groundwater/ creek interactions.

MAWP's Arne Hulquist was using a temporary gauge last summer. This is important and should be continued under new MAWP coordinator Colton Lay.

We will seek outside funding for this.

Hackley will work on this.

- Ongoing monitoring of UGS Wells:

Groo explains this includes maintaining the current cost sharing agreement between the UGS and TCV to continue monitoring these wells. Greg Gavin is the current UGS contact.

Stock and O'Brien will take this on.

- Additional monitoring well near the Castle Creek Shafer Lane intersection.

WC discusses: Explains this area has been identified as an important location to understand creek/aquifer interactions. Discussion of well on lot 194, an abandoned well, which would be cheaper than drilling a new well. The well is subject to sanding problems. This well was used for the 2025 study. If the owner is willing, we could re-fit the well to equip it for monitoring. The issue may be the permanent easement that we would require. The ideal location is about 200 yards SE of this site.

Outside funding, including NGWMN (National Groundwater Monitoring Network) funding, should be explored for this.

Groo will initiate conversation with the property owner.

- Non-potable water source (water to be delivered to those without wells).

Groo: There is a demand, though we don't know how big. Currently property owners without wells have to have the water hauled in from Moab. There is the potential to make this potable. The water from the fire department well on lot 13 has some sanding issues. We are seeking an appropriate well for this.

Erley: We have an obligation to look into this as a Public Water Supplier.

Roth: Doesn't see much of an issue with having your water delivered. Brings up the issue of folks getting water from other people's lots and how that is not a trackable use.

Cameron: The City of Moab and the County are becoming more aware of the scarcity of water and we may lose the option of hauling from these communities in the future.

Anderson: Indicates that responses from the recent survey on this issue all over the spectrum, but it is clear we need more information about this option. Matrimony is becoming increasingly difficult to get water from. Some folks report changes to water quality and flow in the survey.

Hackley: Another important aspect of this might be for property owners to have cisterns on their own property for firefighting.

Erley: Could look at getting a well on BLM land near the upper 80 with an eye to a future where we have some fire hydrants along Castle Valley Drive.

Groo will talk to communities with current systems like these in Colorado.

- Ensure inclusion in Grand County WSPOD (Watershed Protection Overlay District)

O'Brien: Explains the WSPOD. This exists for "water suppliers" and large provider wells. Extra protections are afforded to lands within this district. We have a WSP zone near the Mormon Church, because they provide enough water to enough people on enough days to qualify. Also, at the Castle Valley Inc. Academy Campus.

O'Brien will continue this work

- Work with DWRI to develop an appropriation policy for the CV aquifer.

Groo: The town can make a proposal to UDWRi to close the basin to future appropriations.

Erley will work on this and pass it to O'Brien

- Work with DWRI to improve water rights management (consolidation, move towards municipal model)

Groo will continue this work

- Explore options for use of surplus water (banking or leasing water options)

Discussion postponed.

Anderson: Brings up the importance of working with state legislators in order to inform them of our issues and stories and also to craft legislation that would benefit us.

Anderson will work on this.

5. Time goal for metering implementation

WC discussed the need for more information on cost and logistics before setting a timeline. Honer explains that he already has four electrical metering devices running for over a year. The devices seem to be working. Asks what the vision for the complete system looks like. How many devices do we need

to connect? The system will be integrated with the Emergency Communication System. 50 wells would be a different route of development than one that includes monitoring all the wells.

Erley: We should leave it open to all people regardless of water rights source.

Thompson: We could position ourselves as a pilot program for the state.

6. Closing the CV watershed to new appropriations-no further discussion

UNFINISHED BUSINESS-None

ADJOURNMENT

Erley makes a motion to adjourn. All voted in favor.

For Meeting Packets go to: <https://www.utah.gov/pmn/index.html> Government: select "Cities" Entity: select "Castle Valley" Body: select "Town of Castle Valley," select this meeting and click on "download attachments." Minutes and audio recording are also available on this site.

**WORKING DRAFT (1) MINUTES
REGULAR MEETING OF THE PLANNING AND LAND USE COMMISSION
TOWN OF CASTLE VALLEY
THURSDAY, FEBRUARY 5, 2026, 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: Dorje Honer, Janie Tuft, Jeff Whitney

PLUC Members Present on Zoom: Ryan Anderson, Marie Hawkins

PLUC Members Absent: None

Present at anchor site: Colleen Thompson, Egmont Honer, Greg Halliday, and Mike Carlyle

Present on Zoom: Cory Shurtleff, Jazmine Duncan

PLUC Clerk at anchor site: Faylene Roth

CALL TO ORDER & ROLL CALL

Honer called to order the Regular Meeting of the Planning and Land Use Commission (PLUC) of the Town of Castle Valley (CV) at 6:38 P.M. Roth called roll.

1. Adoption of Agenda

Whitney moved to adopt the Agenda. Tuft seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously with four in favor.

2. Open Public Comment

Shurtleff announced that he was a resident of Castle Valley and that he worked as the Community Development Director for the City of Moab which has been working on the same issue regarding the Wildlife Urban Interface (WUI) maps now required by the State of Utah. He noted that the Town of Castle Valley (TCV) was represented during initial State level discussions. He was concerned that Grand County had over-designated the fire risk within Castle Valley and that the State had overestimated the exposure level. Check audio

Halliday said that he sees a problem with the States' WUI map, because the TCV was built on ranch land, not undeveloped land. According to Halliday, the first settler came into this valley in 1883; and, since that time, there has been large open spaces used to grow feed hay or alfalfa. So, he said, it is not technically wildlands.

3. Approval of Minutes:

January 15, 2026, Regular Meeting

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

January 29, 2026, Workshop Meeting

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

Correspondence – None

Building Permit Agent – Thompson submitted a January building permit activity report. It included a Land Disturbance Activity permit for a driveway, a septic permit, and a building permit for a two bedroom residence for Lot 404. In addition, a solar permit for a mini-split was issued for Lot 357 and a demolition permit was issued for a trailer on Lot 153. Thompson also reported that a Routine-Conditional Use Permit was issued to Jared Ehlers for a home office at

Lot 11. Notification letters were sent to adjacent neighbors, and the Town Council and the PLUC have been notified.

Water Advisory Committee (WAC) – Ryan Anderson

Anderson reported that the WAC meetings are held on Mondays. He said that he attended the initial meeting which included an update of the work historically done to date. He will write up a report after the next meeting.

Procedural Matters – None

NEW BUSINESS.

5. Discussion and Possible Action re: regarding creation of Wildland Urban Interface (WUI)

Honer explained that the WUI map provided by the State shows the fire danger as determined by the State. TCV does not have to accept this map. We can determine the risks that we see. Whitney added that ranching had taken over the whole valley so it is technically not an interface area. He also said that the State will assess any properties within the risk areas, will charge an assessment fee, and can regulate plantings around existing structures. Honer said that TCV may also have the option to appeal the State map. Both agreed that the pinyon/juniper areas on the Cliffside, the wildland areas adjacent to Round Mountain and the greenbelt area within the Town boundary were never were never ranched and pose the greatest risks. Whitney added that the 15 acre lots in the upper valley are not a dangerous interface. Mayor Duncan interjected that the proximity of structures also plays a role in determining fire risk. Honer added that the Town would not want to put burdensome building codes and fees if there was no real benefit for them or for the Town. Halliday said that there had been a major fire near Round Mountain that burned up to the Town boundary. Then the wind changed and the fire blew back; but, he said, it was never an uncontrollable fire. Honer stressed that the primary concern is house to house ignition.

Whitney moved to create a Town of Castle Valley Wildland Urban Interface map that designates all properties within the Town Boundary that are not within the Castle Valley River Ranchos subdivision as high risk. Tuft seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously with four in favor.

Duncan suggested consulting Tommy Tompkins or Rudy Sandoval. Whitney and Honer will put together a map to present at the next PLUC Meeting.

UNFINISHED BUSINESS

6. Draft Amendments to 2019 General Plan

Anderson moved to untable Item 6. Whitney seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously with four in favor.

Roth reported that Bob O'Brien will be available in a week to ten days to update the charts. PLUC Members worked their way through the draft of the 2026 General Plan to determine which areas should be deleted because they have been addressed and which areas should be updated. An updated draft will be available for the next PLUC Meeting.

Tuft moved to retable Item 6. Whitney seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously with four in favor.

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

Item 7 was left tabled and there was no discussion, but Thompson reported that she will be updating all forms with the Town's privacy policy to comply with a State-mandated requirement.

CLOSED MEETING - None

ADJOURNMENT

Whitney moved to adjourn.

Honer adjourned the Meeting at 8:57 PM.

APPROVED:

ATTESTED:

 Ryan Anderson Co-Chair
 Dorje Hone, Co-Chair

 Date

 Faylene Roth, PLUC Clerk

 Date

TOWN OF CASTLE VALLEY - Building Permits Report

Approval Date Between 1/1/2026 And 2/15/2026

Approval	Lot	Road	Owner	Type	Purpose	Description	Height	Sq Ft <=19	Sq Ft >19
1/8/2026	404	Cliffview Drive	Rowe, Steven & Lynn	Other	Other	LDA PERMIT	0	0	0
1/8/2026		Cliffview Drive		Septic	Residence	2BR septic	0	0	0
1/12/2026	357	Castle Valley Drive Upp	Broadwell, Jane	Electrical	Solar	Solar minisplit	0	0	0
1/15/2026	153	Buchanan Lane East	Cate, Elizabeth & Hon	Building	Other	DEMOLITION	0	0	0
1/15/2026	404	Cliffview Drive	Rowe, Steven & Lynn	Building	Residence	2BR residence	24	0	3814

Subject **EMS**
From [<edweeks@mc.com>](mailto:edweeks@mc.com)
To Town of Castle Valley <townclerk@castlevalleyutah.com>
Cc Andy Smith <asmith@grandcountyems.net>
Date 2026-02-17 11:07



The Grand County EMS board met January 20th. Andy Smith reported that overall call volume for 2025 increased by 6% over 2024. Call complexity and time consumption increased as well. Interfacility transfers increased 18% to 295 transfers. 68% were to St. Mary's. There were a total of 1613 calls, 12 from Castle Valley (0.8%). The passage of the health care tax increase has been a big boost. Recruitment can proceed. Scheduled for February is the launch of the first USU-GCEMS EMT class, designed as the foundation of a broader "Destination EMT" training model.

Strategic planning for the next three years is beginning with an outside adviser (SafeTech Solutions) coming in March. 2025 accomplishments include: providing continuous full coverage in spite of challenging finances, supporting the tax increase, expanding interfacility transfer capacity, increased backcountry capabilities, launching a prehospital whole blood program, strengthening education both internal and external (USU program), and (through Andy's energetic work) continuing advocacy including legislative engagement. Things are looking good!

Your Castle Valley rep, Ed Weeks





UTAH LEAGUE OF CITIES AND TOWNS

2026 ULCT Midyear Conference: LAA Scholarship

The Utah League of Cities and Towns is pleased to announce the availability of seven (7) scholarships via the Local Administrative Advisor program in conjunction with the Land Use Training Fund for LAA-qualifying communities. The scholarship will cover certain eligible costs on a reimbursement basis for seven (7) outstanding local community leaders to attend the ULCT Midyear Conference on April 22-24, 2026. One local official from each AOG in the State of Utah will be awarded a scholarship. At the Midyear Conference, these local leaders will have the opportunity to attend workshops and sessions from experts on topics of city planning, municipal administration, budgets, conflict resolution, and more. Many small municipalities face financial barriers that make conference attendance unattainable. The intent of this scholarship is to provide training to key LAA community leaders who will bring valuable knowledge and resources back to not just their communities, but also the surrounding area. *Priority consideration will be given to municipalities and applicants that have not been able to previously attend a ULCT conference.*

*Tim
St. George*

To Note: Funding for the LAA Scholarship is from the Land Use and Eminent Domain Advisory Board. Therefore, each scholarship recipient is asked to prioritize land-use-focused break-out sessions.

Who is eligible?

- Local officials (elected/appointed leaders or staff) of LAA-participating municipalities in second, third, fourth, and fifth class counties. Priority will be given to elected mayors.

What costs are eligible for reimbursement?

The LAA Scholarship is intended to remove some of the financial barriers that can prevent local officials from attending and learning from a ULCT conference. The following costs are eligible for reimbursement from scholarship recipients:

- Conference Registration



- There will be an additional Conflict Competence Course that will take place Friday, April 24, 2026. The Course is optional and may be covered by the scholarship as well if awardees wish to attend.
- Hotel Cost (two nights) at a designated ULCT Conference hotel or a hotel of a lesser cost
- Travel Mileage Costs: from the municipality represented to St. George and the return trip

The conference will also provide five (5) catered meals during the conference. Reimbursements not to exceed \$1,500 per attendee.

How can a local leader be selected for the scholarship?

Each AOG and its LAA(s) are encouraged to distribute this flyer to all LAA-qualifying municipalities. **Applicants may submit applications via [Qualtrics](#)** (applications should take no more than 10-15 minutes to submit). AOG leaders and LAAs may be consulted by ULCT on which applicant would benefit from attending the event, is actively engaged in their community, and would generously share what they learned with both their community and any surrounding communities. Applicants must confirm that they will be able to attend the full conference.

All interested applicants must submit their application by 5:00pm on March 11, 2026.

Providing services in Carbon, Emery, Grand, and San Juan Counties

February 5, 2026

As the Local Administrative Advisor (LAA) with the Southeastern Regional Development Agency, one of my goals is to host in-person trainings that are free to LAA municipalities. For the first quarter of 2026, there will be a Land Use Training from the Office of the Property Rights Ombudsman for elected officials, planning commissions, county & city staff and community leaders!

- Monday, March 2 - 6-7:30 PM - The Hideout, 648 S. Hideout Way, Monticello
- Tuesday, March 3 - 6-7:30 PM - The Grand Center, 182 N. 500 W., Moab
- Wednesday, March 4 - 6-7:30 PM - SERDA Office, 252 S. Fairgrounds Road, Price
- Thursday, March 5 - 6-7:30 PM - Emery County Offices, 75 E. Main Street, Castle Dale

Please don't hesitate to reach out if you have any questions!

Best,



Korrin Olson
Community Development Program Manager
Local Administrative Advisor

WHEN RECORDED, PLEASE RETURN TO:

Relinquishment of Easement

City of Castle Valley Grantor, a Utah municipal corporation, does hereby relinquish full interest in the following described easement:

The Castle Valley Drive roadway easement as platted on Castle River Ranches, over Lot 78.

Castle Valley Drive Easement Portion to remain, being more particularly described in attached Exhibit A. Vacated portion of Castle Valley Drive easement, being more particularly described in attached Exhibit A. Also Illustrated in Attached Exhibit B.

By, _____
Mayor of Castle Valley

STATE OF UTAH)
 :SS
COUNTY OF GRAND)

On this _____ day of _____, 2026, personally appeared before me a notary public _____ Mayor of Castle Valley the signer of the within instrument, who are personally known to me or whose identities have been satisfactorily established, who duly acknowledged to me that they executed the same for its stated purpose.

NOTARY PUBLIC _____

Residing in Grand County, Utah

Exhibit A

Castle Valley Drive easement, portion to remain

Beginning at the Northern most corner in common with Lots 77 & 78, Castle Valley Ranches, and running with said Lot 78 thence North 45°00'00" East 11.21 feet; thence South 01°09'48" East 16.20 feet; thence North 45°00'00" West 11.69 feet to the point of beginning, having an area of 66 Sq. Ft.

Relinquished portion of Castle Valley Drive easement

Beginning at a point being North 45°00'00" East 11.21 feet from the Northern most corner in common with Lots 77 & 78, Castle Valley Ranches, and running with said Lot 78 thence North 45°00'00" East 54.78 feet; thence South 45°00'00" East 27.34 feet; thence South 93.34 feet; thence North 45°00'00" West 81.66 feet; thence North 01°09'48" West 16.20 feet to the point of beginning, having an area of 3,917 Sq. Ft.



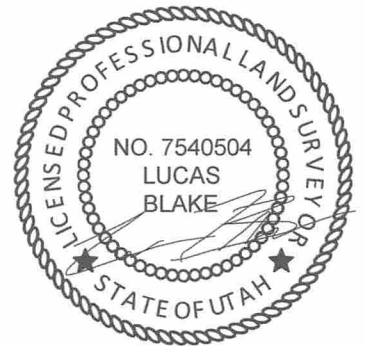
GRAPHIC SCALE



1" (INCH) = 100' (FEET)

EXHIBIT B

KEELER
RIGHT-OF-WAY



SURVEYED CASTLE VALLEY DRIVE
(ASPHALT)

LOT 76
O'KELLEY
09-000-0076

LOT 77
NOBLE
09-000-0077

LOT 78
KEELER
09-000-0078

PLATTED CASTLE VALLEY
DRIVE RIGHT-OF-WAY

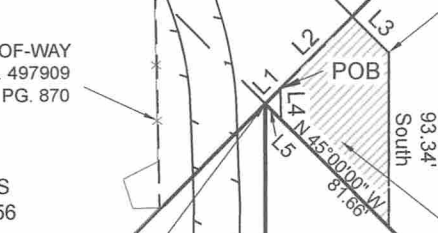
VACATING HATCHED PORTION
OF RIGHT-OF-WAY

LOT 55
HF HOLDINGS INC
09-000-0055

LOT 56
HOLLINGS
09-000-0056

NORTH CORNER
LOT 77 & 78

ROAD RIGHT-OF-WAY
ENTRY NO. 497909
BOOK 771 PG. 870



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°00'00" E	11.21'
L2	N 45°00'00" E	54.78'
L3	S 45°00'00" E	27.34'
L4	N 01°09'48" W	16.20'
L5	N 45°00'00" W	11.69



88 E Center Street
Moab, UT 84532
435.259.8171

Project 009-26

Date 2/4/26

Sheet 1 of 1

COOPERATIVE AGREEMENT

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

RECITALS

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

AGREEMENT

I. Definitions

For the purposes of this Agreement:

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

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

II. Term.

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

III. Participation Commitment.

1. Annual Statement.

- a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
- b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
- c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
- d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.

2. Fulfillment.

- a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
- b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.

3. Consultation.

- a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
- f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

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

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

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

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

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

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

VI. Extended Attack.

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

VII. Wildland Fire Response Training and Certification.

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

VIII. Wildland Fire Response Equipment Standards.

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

IX. Wildland Fire Cost Recovery Actions.

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

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

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

X. Probation Status.

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

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

XI. Revocation.

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

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

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

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

XIII. Community Wildfire Preparedness Plan.

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

XIV. Wildland Urban Interface.

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

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

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

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

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

_____ FFSL Area Manager Signature	_____ Name	_____ Date
--------------------------------------	---------------	---------------

_____ State Forester/Division Director Signature	_____ Name	_____ Date
---	---------------	---------------

PARTICIPATING ENTITY

_____ Chief Executive Signature	_____ Name	_____ Date
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APPROVED AS TO FORM

UTAH ATTORNEY GENERAL'S OFFICE

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

Town of Castle Valley

2/17/2026 12:08 PM

Register: 1300 · General Accounts Unrestricted:Zions Operating

From 01/25/2026 through 02/20/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/31/2026			5100 · Administration:...	Service Charge	3.00	X		15,169.01
01/31/2026	eft	Zions Bank Liabilities	-split-	87-0483404	1,853.82			13,315.19
01/31/2026	10297	Colleen R Thompson	-split-		461.94			12,853.25
01/31/2026	10298	Dorje Honer	-split-		2,233.40			10,619.85
01/31/2026	10299	Egmont Honer	-split-		875.35			9,744.50
01/31/2026	10300	Faylene Roth	-split-		612.80			9,131.70
01/31/2026	10301	Jasmine A Duncan	-split-		912.50			8,219.20
01/31/2026	10302	Jocelyn F. Buck	-split-		2,087.28			6,131.92
01/31/2026	10303	Sarah E Stock	-split-		630.28			5,501.64
01/31/2026	10304	Zions Bank	2000 · Accounts Payable	Carbonite Zoom iRests truck lights Deposit Battery UPC	1,161.16			4,340.48
02/12/2026			-split-				125.00	4,465.48
02/17/2026	10305	Diamond Propane	2000 · Accounts Payable		171.68			4,293.80
02/17/2026	10306	Emery Telcom	2000 · Accounts Payable		173.39			4,120.41
02/17/2026	10307	Grand Tire Pros	2000 · Accounts Payable	loader tire	1,617.28			2,503.13
02/17/2026	10308	Jones Demille Engin...	2000 · Accounts Payable		3,395.36			-892.23
02/17/2026	10309	Moab Times Indepen...	2000 · Accounts Payable		138.20			-1,030.43
02/17/2026	10310	Rocky Mountain Po...	2000 · Accounts Payable		27.80			-1,058.23
02/17/2026	10311	Solid Waste Special ...	2000 · Accounts Payable		33.00			-1,091.23
02/17/2026			1300 · General Accoun...	Funds Transfer			10,000.00	8,908.77