



AGENDA

THE REGULAR TOWN COUNCIL MEETING **WEDNESDAY, MARCH 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: townclerk@castlevalleyutah.com or call 259-9828 M-W 9AM-1PM. Thank you!

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

Meeting ID: 660 541 0108 Passcode: 84532

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

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

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

Call to order and Roll Call

Regular Town Meeting

1. Open Public Comment:

2. Approval of Minutes:

Regular Town Council Meeting February 18th 2026.

3. Executive Reports:

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

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

*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, Spring Clean Up 4.11.2026. Open PLUC Clerk and Groundskeeper position. Server issues.

NEW BUSINESS

6. Discussion and Possible Action re: Updating the MOU with the Fire District to comply with the FFSL Cooperative Agreement

7. Discussion and Possible Action re: Planning and Land Use Commission WUI Map

8. Discussion and Possible Action re: Lot 404 Well Setback exemption.

9. Discussion and Possible Action re: Castle Creek Culvert EWP payment to Beh Bros.

10 .Discussion and Possible Action re: Property Tax increase.

UNFINISHED BUSINESS -None

11. Closed Meeting (If necessary)

12. 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, FEBRUARY 18th, 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: Bruce Jenkins, Matt Mcctrick, Mike Carlyle, Egmont Honer, Ron Drake, Bruce Keeler, and Dorje Honer.

Others Present on Zoom: Colleen Thompson, John Groo, Donnarae Aiello, the Llewellyns and Kate Carpenter.

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.

CM Hill motioned to approve December 17, 2025, Meeting Minutes, CM Gibson seconded motion passed unanimously.

Regular Town Council Meeting January 21, 2026.

CM Hill motioned to approve the Meeting January 21, 2026, Meeting Minutes with CM O'Brien's correction, CM Gibson seconded motion passed unanimously.

3. Executive Reports:

*Grand County Fire Warden - Bruce Jenkins- re: Item 7 2026 Participating Entity Cooperative Agreement. Jenkins gave an overview of the Cooperative Agreement. As the CV Fire District does not own or have jurisdiction on the land the Town is the representing municipal entity for this agreement with the Utah Division of Forestry, Fire and State Lands (FFSL). The State program supports entities in a catastrophic fire initial attack (IA). The first \$5000 cost is covered by the State after that point there can be Federal funds thresholds. The cost of the CWS program to the Town is offset by participation commitments (PC) to include mitigation, preparedness and prevention, there was zero cost in 2025 because PC of in-kind work, chipping, parade, and outreach. The Fire District's Community Wildfire Preparedness Plan (CWPP) and the Town's Hazard Mitigation Plan qualifies the Town. Non-Red Card fire fighters can do IA but must defer once other agencies arrive. HB 48 requires the Town to adopt the WUI Building Code (done last month) and identify on a map where the WUI code would be enforced within the Town's jurisdiction. M Duncan and CM Holland had concerns on how the Town would enforce WUI code, pursue code violations, legal costs and cover firefighting costs not covered in the agreement or meeting thresholds. Having this agreement with FFSL provides for the initial attack support.

M Duncan added as part of all this the Town will need to update the MOU with the CV Fire District.

M Duncan thanked Jenkins and Mcctrick for attending.

*Water Agent and Water Committee Report - John Groo reported on the Water Advisory Committee (WAC) Meeting they have begun delegating the priority action plan topics from the Water Protection Plan. The WAC will be meeting on second Mondays to give the Agent time to get the draft meeting minutes done in time for the Council meeting. Groo reminded everyone of the Water Budget Study UGS presentation Tuesday February 24th at 6:30 PM. There are plans to revise/update the 2017 Water Use Ordinance and the Water User Agreement soon. And Groo is working on a response to an extension of a fixed time water right application.

*Road Department Report- D. Honer - Castle Creek Culvert Update, the old culvert has been removed work continues on the footers. The brakes on the Loader will be needing repairs. The GMC 1998 Dump truck needs to have the steering box sent away and rebuilt cost for approval tonight \$1199.10. There

was a lengthy discussion on the alteration to the direction of flow to increase capacity of the Shafer extension culverts.

*Planning & Land Use Commission-Faylene Roth - Minutes provided

*Utah Renewable Communities-CM Gibson reported no news from the Public Service Commission.

* Grand County EMS - Lionel Weeks- report provided

*Fire District-Chief Drake reported next week he is taking Engine 37 up to Springville for repairs.

* Information Technology (IT) Report- Colleen Thompson has added a Water Advisory Committee page to the website. Work continues on data privacy requirements.

4. Correspondence: None

5. Administrative Matters & Procedures: Water Budget Study UGS presentation Tuesday February 24th at 6:30 PM, No Town letters. Buck added we will need to decide if the Town will try again to raise property taxes this year; we are waiting to see if there will be any legislative changes to that process. She has started planning for the Spring Clean Up.

NEW BUSINESS

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

Buck explained that the Castle Valley Drive road placement / prescribed easement was corrected between Lots 76 and 77 a couple years ago this request corrects the easement at the corner of Lot 78. CM Hill motioned to relinquish the easement over to Lot 78; CM O'Brien seconded the motion passed unanimously.

M Duncan confirmed that there were no utilities in this easement.

Bruce Keeler thanked the Council / Town for a great 37 years in the Valley and he is looking forward to his new life in Grand Junction, but it is with a heavy heart he leaves the Valley. CM Holland thanked Keeler for everything he did for the Town as Mayor.

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

M Duncan and the Council agreed that there are parts of the Agreement they were not comfortable with, but the Town could get stuck with costs either way. A fire started in Town limits could ultimately cost the Town. The MOU with the Fire District will need updating. And who/ how the participating commitments (PC) are managed and reported will have to be worked out with the Fire District. The initial attack responsibilities will also need to be spelled out in the MOU. The Fire District will also be responsible for keeping up on red card certifications. The Council was not comfortable with the financial responsibilities of this agreement, but it is better to have FFSL support than not.

CM Gibson motioned to approve the 2026 Participating Entity Cooperative Agreement, CM O'Brien motion passed unanimously and reluctantly.

UNFINISHED BUSINESS -None

8. Closed Meeting (If necessary)

9. Payment of the bills.

Buck had bills to be added: John Groo \$422.00, Division of Water Rights extension \$15, Detour Sign Rental \$560, Steering Box rebuild \$1999.10.

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

ADJOURNMENT

M Duncan adjourned the Meeting at 7:45 PM

Approved:

Attested:

Jazmine Duncan, Mayor

Jocelyn Buck, Town Clerk

WATER ADVISORY COUNCIL MEETING MINUTES
MONDAY, MARCH 9th 2026. 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.

CALL TO ORDER AND ROLL CALL

Groo called the Meeting to Order at 9:02 AM, and called the roll.

Water Committee Members Present: John Groo, Sue Bellagamba, Bob O'Brien, Ryan Anderson

Water Committee Present on Zoom: Dave Erley (joined at 10:00)

Absent: Pam Hackley

Present at the anchor site: Jocelyn Buck, Sarah Stock, John Stafsholt, Debbie Stafsholt, Janea Wallace, Egmont Honer

Present on zoom: Scott Barhnart, Dave Frey

REGULAR COMMITTEE MEETING

1. Open Public Comment
 - No public comment
2. Approval of Minutes
 - WAC meeting February 16th, 2026
 - O'Brien made a motion, Anderson seconds, all voted in favor.
3. Items of Interest
 - Utah Legislative Session Report (HB 60 Water Rights Amendments)
 - Stock reports that this bill limits the scope of protest on water rights. HB60 requires the engineer to "consider only issues directly related to: the beneficial use of water; or the quantity, quality or availability of water in the state." It removes language that allows the state engineer to consider denying water rights applications that "unreasonably affect public recreation or the natural stream environment, or will prove detrimental to the public welfare."
 - Anderson will check on the status of other water bills in the session.
 - Colorado River Authority of Utah updates
 - O'Brien reports briefly on Marc Stilson's presentation to the Grand County Commission.
 - WAC discusses funding for water metering available through the State Division of Water Resources. Stock will contact Marisa Egbert to get more information.

NEW BUSINESS

4. UGS Study Presentation report and discussion of implications and findings
 - O'Brien discusses the interaction of poor quality water coming into the valley fill aquifer from the sides of the valley. He notes that the presenters of the UGS study were not willing to say that a decrease in water in the valley fill aquifer would result in more intrusion of poor quality water from the paradox.
 - Wallace recognizes that the UGS and the UDWRi have a complex relationship, with UGS receiving funding through UDWRi. Also emphasizes that the report has a slightly different

interpretation. Recommends that we work with the UDWQ's Sam Taylor and Amy Dickey on water quality.

- Stock brings up the relative thinness of the Castle Valley aquifer and how that leaves it vulnerable to change.
- Wallace: Recommends seeking DEQ Non-Point Source (NPS) funds to augment TMDL study with isotopic and nutrient sampling in the creek to further understand water quality and groundwater interactions.

5. Groundwater Management Plan - Janae Wallace

- Groo introduces the idea. Mentions that our first step is that we need to find out how much land is still available in the watershed for additional appropriations. Says there are pretty good appropriation policies already in place. He describes our current appropriations policies: there are limits on new water rights appropriations region wide, with stricter restrictions in Willow Basin. There is also a policy that anyone seeking water in Castle Valley town must go through the town or find another existing water right to use. In addition to this, we can ask for a groundwater management plan from the Division of Water Rights.
- Wallace: Believes that it requires more than $\frac{1}{3}$ of waterusers to petition to trigger the UDWRi to develop the groundwater management plan. Sand Hollow triggered a groundwater management plan with $\frac{2}{3}$ of water rights holders.
- Bellagamba: Asks if this is by amount of water rights or by number of entities. Moab is in crisis, but the current State Engineer is hesitant to develop one. Bellagamba is worried about potential political upheaval if the State Engineer does not want to do a groundwater management plan, but then we go ahead and trigger it by petitioning for one.
- Groo is surprised that such an act would cause controversy.
- Wallace thinks taking a water quality approach would be beneficial because water quality is outlined in the code for groundwater management plans.
- The basic process of petitioning is discussed by the WAC. It is decided morre information on this process is needed.
- Bellagamba says we should first ask Cash Stallings, our Regional Engineer, to develop a groundwater management plan, see what the response is from him and the State Engineer, and then evaluate the next steps, politics, and whether or not we petition for one. She talks of the definition of "safe yield" being the amount of water going in equalling the amount of water going out and the limitations of that definition.
- Groo: the reality of safe yield in Castle Valley may not be related as much to water quantity, but rather water quality (as poor quality water further intrudes into the aquifer).
- Wallace: reads part of the UGS report that she wrote that was taken out of the final draft. about the critical threshold for aquifer health. She reads, "The potential degradation of water quality in the valley-fill aquifer could be caused by reduced recharge from the LaSal Mountains and/or excessive water withdrawal from the aquifer. Any future decrease in water supply, coupled with increasing TDS concentrations due to increased well water withdrawal, could diminish the amount of potable water available to the community."

PRIORITY ACTION REPORTS

6. Water Management Plan Priority Action List

- Aquifer Monitoring (additional well) - Groo
 - Groo has been in contact with the owner of lot 194. He's agreed to allow the use of that abandoned well for ongoing monitoring. We can at the very least measure static level. The well may require a different top to do chemical sampling.

- Wallace: Says another option is to grab chemical sampling from the hydrant on the other well on his lot because it is very close.
- Aquifer Monitoring (UGS Program) – Stock/O’Brien
 - Wallace: The UGS will add this well for water level sampling and potentially chemical sampling for free this year.
 - Groo: Future MOU should reflect this change.
- Water Rights - Groo
 - Groo: We received notice of someone with a fixed time application seeking an extension in the valley. We filed a protest on that extension. The property owner is trying to find existing water rights to transfer to his lots, Castle Valley has water rights that we could allocate at this moment and we outlined this.
- Well Metering – Stock/Groo/Honer
 - No updates
- Castle Creek – Pam
 - No updates
- Non-Potable Water for Cisterns – Groo
 - Groo: Describes the small water fill up in Debeq, CO. Coburn and Debeq both are supplying treated water, and Castle Valley has no way to treat the water currently. We would want to distribute “non-potable” water. Next steps are to research what it would be like to distribute “non-potable” water.
 - Bellagamba asks what treatment could look like.
 - Groo: Discusses ultraviolet light and chlorine as options for treatment.
 - Bellagamba clarifies that this would be a town water right.
 - Groo: A benefit is that this would be a “municipal” water right, and we are trying to move towards having more municipal water rights. These rights have better protection and more flexibility. The burden of proof for these rights is less.
 - Wallace: Discusses groundwater classification. Because we don’t have a municipal water supply we could not classify the groundwater as “1B Irriplacable.” If we have municipal status, that could change.
- Grand County Watershed Protection Overlay District – O’Brien
 - O’Brien: At the Grand County Planning Commission, they will be discussing some protections for the two watersheds, Glen Canyon and Castle Valley, this week. The protected areas from the state and WSPO cover at least a third of the Glen Canyon Aquifer in Spanish Valley. They still need to develop regulations for the entire sole-source aquifers. O’Brien thinks these regulations should be discussed during the process to revise the Land Use Code for Grand County, this year. He will push for the most protections we can get. Potential protections for the sole source aquifers could include: limits on underground storage for petroleum products, excluding highways, certain conditional uses in range and grazing. WSPO has tiers of protection based on distance from municipal supply wells.
- DRWi Appropriations Policy for CV – Erley
 - Discussed during Groundwater management plan discussion
- Explore options for protection of surplus water- Bellagamba
 - Bellagamba sent out a link to water marketing. She’s not sure water banking is right for Castle Valley. Classified municipal water has more protection than other classifications of nature of use. They also have different timelines to prove beneficial use. The nature of use matters, a water attorney could answer some questions here. Water banking would require a change of use application. A change application triggers some changes that may not be the best for Castle Valley.

- Early: The other big question coming out of our meeting with Cash is that our water rights are underground, but the “surplus” water in Castle Creek is surface water. This complicates it.
- Bellagamba stresses that you need to know both hydrology and water law. Emily Lewis says that she would come talk with us. Two water banks have been approved, so it’s not impossible. The State Engineer took a long time to approve the one that Bellagamba has worked on. The banked water can be left in the aquifer, the nature of use becomes “water banking” and doesn’t necessarily have to be leased.
- Stock mentions small scale watershed improvements like beaver dam analogues that could use town water rights upstream.
- Bellagamba says that use would be very tiny. Says that you can also file “non-use” on your water rights. A water rights attorney could answer many questions for us.

ADJOURNMENT

O’Brien moves to adjourn at 10:28.

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"

Contact information: Sarah Stock, wateragent@castlevalleyutah.com

Chair’s Signature

Date

WATER ADVISORY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 16th 2026. 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.

CALL TO ORDER AND ROLL CALL

Water Committee Members Present: Pam Hackley, Sue Bellagamba

Water Committee Present on Zoom: John Groo, Dave Erley, Ryan Anderson

Absent: Bob O'Brien,

Present at the anchor site: Jocelyn Buck, Sarah Stock, Faylene Roth, Egmont Honer, Susan Aur, Michael Carlyle

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

REGULAR COMMITTEE MEETING

1. Open Public Comment

- Read comment from David Harris outlining concerns over water banking/ leasing options. Stated concerns over discrepancies between “paper” rights and actual volumes and pumping water from the aquifer. Emphasized the need to protect our water resources.
- Bellagamba: Stated that any action taken towards use of surplus water e.g. water banking would be very carefully considered with an eye towards protection our water rights and water source
- Groo: Clarified that we would pursue this option in order to prevent the loss of water rights.
- Erley: Mentioned that the banked water would not be pumped, rather would be accounted for downstream of Castle Valley.

2. Approval of Minutes

- WAC meeting January 12th, 2026
 - Hackley: Moves to approve the January 12th WAC meeting minutes
 - Erley: Seconds the motion
 - Votes in favor: Anderson, Groo, Erley, Hackley
 - Abstaining: Bellagamba

3. Items of Interest

- MAWP report - **(go through recording and take better notes)**
 - Stock reported on the February MAWP meeting. Lower Castle Creek is out of attainment for E. Coli total maximum daily load (TMDL). This stretch was first out of attainment in 2020. The upper section is in attainment. There needs to be a 4% reduction in E.Coli TMDL to achieve attainment. The source assessment pointed to the likely interaction of septic systems and irrigation recharge during the growing season as cause of being out of attainment. ~~Cache~~ Cash Stallings from UDWRi presented on the UGS study of Castle Valley water budget. He emphasized that UDWRi was not a partner to the study, but they did provide comments on the scope and final draft. He said that UDWRi did not have specific questions to be informed by the study. Also mentioned that Castle Valley has many appropriations policies on the books with UDWRi and isn't likely to get more.

- Erley: Says his distancing of UDWRi from the study is frustrating because we've been working with them all along.
- Bellagamba: Says in retrospect an MOU with the UDWRi would have served us
- Groo: Gave context of a timeline: first we hired Kolm to do a watershed study, Stilson (then Southeast Regional Engineer for UDWRi) had questions about the report and suggested we have a peer review done. We then did this, which pointed out more questions and gaps in knowledge, that then informed what went into the UGS scope of study. Emphasized that the UDWRi was at the table developing scope of study.
- Stock continues reporting on the MAWP meeting: Amy Dickey UDWRQ presented on funding opportunities for non-point source pollution (Utah NPS grants and EPA Section 319 grants), the Nature Conservancy and BLM presented on LT-PBR (low tech process based restoration) work done near La Sal.
- Water supply outlook report
 - Hackley: reports on snowpack statewide, which is in a dire situation. It is generally below 40% of normal, some places are 30% or less, like in the La Sals.
 - Groo: Points out some folks in Colorado are talking about it as being worse than '77, but points out that the pressures on the river are greater than they were then.
- Legislative updates:
 - Anderson: Reports that the 5 year survey responses from Castle Valley residents point out a great concern about water supply. He has been attending the legislative sessions. Has been making contact with legislators. Senator Hinkins sends his recommendations to talk to Marissa Eggbert, who is involved in water metering funding (Colorado River Authority of Utah). There is unallocated money for metering.
 - Groo: Stilson, now with the Colorado River Authority of Utah, has a desire to mandate metering on all diversions in the Colorado River system.
 - Erley: Asks Groo or Bellagamba to call and talk to Marc Stilson about CV metering plans.
 - Anderson: Hinkins is a good contact for this, and he meters his own water on his ranch and may like to highlight projects in his district.

NEW BUSINESS

4. Scheduling of meetings for the calendar year - discussion and action
 - Currently, we are scheduled for the third Monday of every month, but this does facilitate sharing the draft meetings with the Town Council, which they would like to have. In order to make this happen, we need to move the WAC meetings to the second Monday of every month (except April, July and December, which will be on the first Monday of the month). Stock will send out a list of dates and post them on the Town website.
5. General WAC protocols and open meetings requirements - discussion
 - Stock, Buck, and the WAC discuss basic requirements for open meetings, the Open Meetings course offered by the state, and emails.
6. TCV General Plan Section 5 update - discussion and possible action
 - Roth: Would like updates to the old general plan by the next Planning Commission meeting on March 5th. The WAC members will each read through the document and make suggestions to be submitted.
7. Water Management Plan Priority Action List (attached)- discussion
 - Explore options for use of surplus water (banking or leasing water options)
 - Groo: Introduces the issue
 - Bellagamba: Our language should use "options for protection" rather than "options for use" to be more clear.

- Hackley: Putting it into protection makes it more clear. This is not high on the priority list of things that we are working on.
- Groo: Counters that we would be advised to be prepared on this issue.
- Bellagamba: Under Utah's water law: if you bank your water, it is protected from forfeiture. Another reason that people might bank their water is to make a little extra money.
- Anderson: Stresses that protection is in our top three goals.
- Erley: Mentions that this is a shifting topic in the legislature.
- Bellagamba: States that we need to better understand the goals of the community, then we can explore specific options. It is legal now to keep your water in the river, a little different with an aquifer. Suggested next steps would be to invite a water attorney to give us some advice.
- WAC discusses Emily Lewis, who worked with Castle Valley during her tenure with Clyde and Snow. Emily Lewis has given multiple presentations on water banking available on the Division of Water Resources website. It is suggested that we put links on our website of experts discussing these water banking options.
- Bellagamba will send out links to the WAC.

EXECUTIVE REPORTS

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

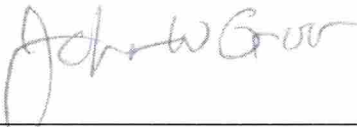
- Work with DWRI to develop an appropriation policy for the CV aquifer - Erley
 - No comments
- Work with DWRI to improve water rights management - Groo
 - No Comments
- Water Rights - Groo
 - Groo: His intention is to focus on water rights, particularly enforcement. The Town's water rights are delivered through independent wells and we can't just lock up people's wells. Groo will start by informing those not in compliance and meeting with UDWRi to talk about streamlining our work together on enforcement.
- Well Metering – Stock/Groo/Honer
 - Groo: States that we need to know the cost of implementing metering in order to establish a timeline goal. It is a chicken and the egg scenario.
 - Honer: There are many options out there. Doesn't see any technical problems, there are solutions out there. The question is, how do we convince people to get their water metered. Not everyone will sign up for this. The system must be easy to implement, without major hurdles for the homeowners. Our "homebrew" electrical current system provides the least impact on existing systems.
 - Groo: With an amendment to the WAUP we could require all new permittees to meter. He emphasizes that the implementation would be simple and uninvasive.
 - Erley: Adds that it is beneficial to water rights in the long run.
 - Bellagamba: Mentions that it is required to have a meter on all diversions in Utah, but it is not enforced. We might have a partner with the Division of Water Rights because of this.
 - Erley: It would be good to know the funding opportunities.
 - Anderson: It might be worthwhile to build connections with our Legislators. Mentions Representative Logan Monson, Representative Carl Albrecht, and Senator Hinkins .
 - Bellagamba: Colorado River Authority of Utah website explains this program. We should educate ourselves before approaching folks. They hired an engineering firm to do a gap analysis on where metering should be present in the state.
 - Hackley: Mentions to Honer that it would be helpful to lay out metering options for discussion.

- Honer: Responds that we would have to narrow it down to what is possible or suitable to Castle Valley, because there are so many possibilities.
- Bellagamba: Mentions that UWDRi has certain mechanism for working with metering data that should inform our system
- Groo: Stiltson said they would accept data that has pump time and pump flow data.
- Castle Creek – Hackley
 - Hackley: Reached out to Stiltson to see if there was funding for reestablishing a USGS gauge about half mile downstream of the Castleton cemetery. She hasn't heard back yet.
 - Groo: In the 90s there was a gauge at this site.
 - Hackley: There's about 20 years of data from the site
 - Hackley: Both the irrigation companies have installed meters on their two flumes. They also installed a remote gauge on the pipe that delivers water from the Quakey Shake to the Daystar fields. All this data is available online. In February, the two companies decided to dissolve the distribution system agreement put in place to address conflicts. They are happy with the system now. Because of our low snow pack, there is no reason to adjust the water.
 - Erley: The monitoring of these diversion is very good for filling gaps in our knowledge about water use in the valley.
 - Hackley: Colton Lay (of MAWP) is continuing to take the samples on Castle Creek.
 - Groo: Brings up the need for the town to continue to have access to the data.
- Aquifer Monitoring (UGS Program) – Stock/O'Brien
 - Groo: The town council must renew the contract every year. There was a time when there was a pause in the agreement and monitoring stopped for a few years.
 - Question from the audience: do you know how much that contract is?
 - Groo: Around \$3000. But the town only pays half.
- Aquifer Monitoring (additional well) - Groo
 - Groo: The Kolm study identified an ideal place for an additional monitoring well, near where Shafer Lane crosses Castleton Creek. It seems unlikely the town will have the funds to drill a new well, but Lot 194 has an abandoned well with sanding issues. Groo is going to approach the land owner about the use of this well and access to the property for twice a year sampling. The well would need to be retrofitted for chemical sampling. Asks if it would it be worth it if we could only measure the static water level.
 - Erley: Stressed that this would still be valuable information.
 - Groo: The lot owner has been cooperative and helpful. Groo will contact the owner.
- Non-Potable Water for Cisterns – Groo
 - Groo: Reports that this is the idea of being able to provide water to people who have poor quality wells or don't want to drill a poor quality well. He shares a photo of an example system in Coburn, CO system. People show up with containers and hoses or choice (garden hose or 2"), they log in and pay for the water. This is a potable water system. There are many options for this, including delivery, but his thinking has moved away from exploring delivery options for simplicity.
 - Erley: Mancos Springs has a similar example, that doesn't include delivery. Financially, delivery may make it infeasible.
 - Groo: We need to find a place to site this and develop a well. It would simplify it to take delivery out of the mix of explored options.
 - Bellagamba: Asked if there is an example of this in Utah since we have different laws than Colorado.
 - Groo: Both these example systems are treated systems. It is still an open question if the town will be able to develop a system that is not for treated water.

- Anderson: Draws attention to the results of question B5 on the 2025 Castle Valley Survey. 60% of residents support the Town continuing research on options to provide residents whose lots produce little or no water and/or poor quality water with *non-potable* water. And 67% of residents support the Town continuing research on options to provide residents whose lots produce little or no water and/or poor quality water with *potable* water. Anderson indicates that this supports our work to research this further.
- Groo: Anything we propose will go through the Town Council for approval and action.
- Honer: Asks about the water source of such a project.
- Groo: Outlines options: We've considered lot 13, the fire district well, which is silty. Lot 117, has a well, but is unoccupied, this could be an option, but no conversations have happened with the owner beyond his mentioning the fire department could use it.
- Erley: Mentions the possibility of drilling on BLM land near his lot where the water is excellent. Local drawdown is a concern for a huge well.
- Grand County Watershed Protection Overlay District – O'Brien
 - Groo: The county created this district for protection. When first created, Castle Valley was not included, but was added later with O'Brien's work. The details of how this applies are still being worked out.
- DRWi Appropriations Policy for CV – Erley
 - Groo introduces the topic.
 - Erley: First thing we should do is identify the development potential for the watershed outside of the Town of Castle Valley. How much threat do we face to our water? A two acre-feet limit per lot outside of the town is discussed. Federal lands outside of the Colorado River Corridor should also be considered as potential for future development given uncertainties in management.
 - Groo: Stallings pointed out that we already have appropriation policies in place, more than any other place in Utah. No more appropriations in Willow Basin. Only small appropriations in other places. In town, all seeking new appropriations must go through the Town.
 - Erley: UDWRi website has good information.
 - Bellagamba: It's hard to imagine, but sometimes growing alfalfa can actually recharge the aquifer, so it's important to protect our agricultural lands. Conservation easements could also prohibit development.
 - Groo: We need to sharpen our understanding of how much water could be used. Residential use of water in Castle Valley will never come close to using what the historic ranches here have used.
 - Bellagamba: City of Moab, County is looking at how to recharge the aquifer. In the future we should consider this.
 - Erley: Smaller scale work in Castle Creek and Placer Creek could come into play with aquifer recharge.

ADJOURNMENT

Erley makes a motion to adjourn. Bellagamba seconds. All approve. Adjourned at 10:59 AM.



 Chair's Signature

March 9th, 2026

 Date

Town of Castle Valley
Road Department
Monthly Report February 2026

Dorje Honer
Mar. 17, 2026

ROAD MAINTENANCE

- General Road Maintenance
 - Pothole in CVD @ Buchanan fixed.
 - Various other potholes on side roads fixed.

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 from BLM.
 - We are working with an engineer at BLM on the issue, waiting for a response.
 - 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 are in progress and will hopefully have the project complete around 4/18/26, this date was moved due to government shutdowns and delayed start of the project.

MATERIALS

- We will continue to spread material on bad sections of Shafer as needed, however this will usually be the bare minimum to keep it functional.

REQUISITIONS

- Steering box for C6500 Dump truck.

ACQUISITIONS

- Various small 2" pvc pipe fittings.

EQUIPMENT

- Water Tank
 - Install of the pump in progress.
- Work Truck.
 - Testing of components in progress.

FACILITIES

- Various tumbleweed patches were removed at the town lot.
- We are going to be prepping for clean-up day shortly.

TRAINING

- Nothing to report at this time

BUDGET

- We are currently below budget at this time

INCIDENTS & ACCIDENTS

- Nothing to report at this time

WORK SCHEDULE

- The road crew works a flexible schedule based upon: resources available, prioritization of work, weather conditions, and the private schedule of its employees.

**WORKING DRAFT (1) MINUTES
REGULAR MEETING OF THE PLANNING AND LAND USE COMMISSION
TOWN OF CASTLE VALLEY
THURSDAY, MARCH 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 (BPA), Mayor Jazmine Duncan, Egmont Honer, Mike Carlyle, Norm and Peggy Llewellyn,

Present on Zoom:

Town Clerk at anchor site: Jocelyn Buck

PLUC Clerk on Zoom: 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 6:30 P.M. Buck called roll.

1. Adoption of Agenda

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

2. Open Public Comment – None.

3. Approval of Minutes

February 5, 2026, Regular Meeting

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

Correspondence – None.

Building Permit Agent – Thompson

Thompson reported that two easement encroachments were approved in February. One at Lot 401 for driveway work and another for a trench across the road for electrical service on Lot 251. Permits in progress included a demolition permit for a 1970s house on Lot 33, a Land Use Review on Lot 401 for a driveway and parking area, an electrical installation permit on Lot 251 which had been approved by the time of this Meeting. Thompson also reported that she is pursuing a violation on Lot 216 for installation of a mini-split without a permit. She noted that the Grand County Building Department had initiated the violation.

Water Advisory Committee (WAC) – Ryan Anderson

Anderson said that he would send a report in writing to PLUC Members. Buck noted that WAC Minutes are available on the Town website.

Procedural Matters – None.

NEW BUSINESS

5. Discussion and possible action regarding the 2026 General Plan.

PLUC Members reviewed changes made to the draft General Plan since the last Meeting and made suggestions for modifications. Roth reported that a review of Section 5 on water was received from the WAC and incorporated into the current draft. She will update the draft as directed for the next PLUC Meeting. She said that she was waiting for a review of Section 6: Fire Protection and Emergency Preparedness by the Fire District Board at its March 12, 2026, Meeting. PLUC Members agreed to include Anderson's document summarizing Section H: Let Your Voice Be Heard as an addendum to the General Plan. He and Thompson will incorporate information from

the summary into the text of the General Plan.

Whitney moved to table Item 5. Tuft seconded the Motion. Whitney, Hawkins, Honer, Tuft, and Anderson approved the Motion. The Motion passed unanimously.

UNFINISHED BUSINESS

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

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

Whitney read the Motion he made at the February 5, 2026, Meeting and added that he wanted to add the greenbelt lots to the Motion. PLUC Members agreed.

Whitney moved that all properties within the Town Boundary that are not within the Castle Valley River Ranchos platted lots with the exception of Lots 368-372 will be designated a Wildland Urban Interface zone. Tuft seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously. – Not as high risk?

7. Draft Amendments ton 2019 General Plan

Tuft moved to remove Item 7 from the Agenda. Whitney seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously.

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

Honer declared the Meeting adjourned at 8:06 P.M.

APPROVED:

ATTESTED:

Ryan Anderson Co-Chair Date
Dorje Hone, Co-Chair

Faylene Roth, PLUC Clerk Date



Dear League member,

On behalf of the 21-member League Board of Directors—which consists of mayors, council members, and a city manager, representing Santa Clara to Salt Lake City and Roosevelt to North Logan—we thank you for the opportunity to represent and serve you. The strength of the League is the unity and collective voice of our membership. Per our bylaws, the League Board voted on the membership dues in a public meeting and unanimously approved them for FY 2027. This letter will give you a brief synopsis of our achievements to date. We will provide our full Advocacy, Engagement, and Operations report later this year.

Advocacy:

- We tracked 243 bills that impacted local government.
- We had an average of close to 400 participants, in-person and online, in our weekly Legislative Policy Committee (LPC) meetings, the highest LPC involvement we've ever had.
- We successfully fought legislation that would have created state zoning standards.
- We partnered with state leaders to create a low-cost financing for water, sewer, and road infrastructure to unlock opportunities for affordable home ownership.
- We successfully championed legislation to: facilitate transportation utility fees, address the problems from the recent Utah Supreme Court *Armenta* decision, and restore funding for the Local Administrative Advisor program.
- We fought efforts to erode local government authority over property taxes, impact fees, and other revenues.

Engagement:

- We continue to implement the Local Administrative Advisor (LAA) program in partnership with the Associations of Governments (AOGs) and the Governor's Office of Planning and Budget (GOPB) across the state. The LAA program is the first of its kind in the country and provides administrative resources for small cities and towns who do not have full-time, in-house city management. In FY 2025 alone, 1,279 projects have been initiated in 123 qualifying communities.
- We conducted the most robust Elected Officials Essentials program that we've ever facilitated for the hundreds of newly elected mayors and council members across the state, complete with in-person trainings, webinars, and updated publications like Powers and Duties and our Municipal Budgeting 101 quick-reference guide.
- We collaborated with AOGs for regional events and trainings statewide. We enjoyed connecting with hundreds of local officials in regions across the state and visiting your communities.
- We hosted 525 youth council members and 217 municipal leaders with Governor Spencer Cox and many legislators at our Local Officials Day at the Capitol in January.
- We hosted 537 attendees from 113 municipalities at the Annual Convention in Salt Lake.
- We hosted 590 attendees from 121 communities at the Midyear Conference in St. George.
- In addition to our conferences, regional meetings, and LPC, we hosted over 20 webinars last year providing local officials with the information you need to lead your communities.



Operations:

- We completed our annual financial audit for FY 2025 with zero findings.
- We continue to streamline operational expenses.
- We grew our capacity for the management of State grants and received expanded technical assistance funding from multiple State departments.

The League Board always strives to be fiscally responsible and conservative with the membership dues and our organizational expenses. Membership dues cover approximately 65% of our annual expenses and are, per Board direction, benchmarked to 95% of our personnel and nonconference operational costs. The Board also set goals for the League to increase conference sponsorship and other non-dues revenue which we have exceeded for the current year.

The League dues formula consists of three components: population of your municipality, assessed value of property in your municipality, and the sales tax revenue in your municipality. We use data sets that are one year behind the current fiscal year. Because of the significant increase in assessed value of property over the last couple of years, the League Board again voted to reduce the dues formula levy that applies to the assessed value of property in your municipality. Even with this rate reduction, the League will see a small aggregate increase in dues revenue this year which will enable us to prudently invest in our employees and continue our training, research, and advocacy efforts.

By way of comparison, the staffing in the Utah House of Representatives has almost tripled since 2010 and there is a growing amount of year-round policy debates, task forces, and committees. The 2026 Legislature introduced 1,016 bills, which is 145 more bills than the average over the decade. The League has increased our advocacy staffing in the last three years to try to keep pace with the legislative demands.

You can contact us anytime to discuss League advocacy, engagement, and operations or your membership dues. You can reach Cameron at cdiehl@ulct.utah.gov or Mayor Bradshaw at kbradshaw@bountiful.gov. The strength of the League is you—our membership! We welcome your involvement in the League so please reach out to us about your community's needs and how we can work together. We hope to see you at the Midyear Conference on April 22-24 in sunny St. George!

A handwritten signature in black ink, appearing to read 'Cameron Diehl', written over a large, faint background watermark of the letters 'ULCT'.

Cameron Brady Diehl
Executive Director, ULCT

A handwritten signature in black ink, appearing to read 'Kate Bradshaw', written over a large, faint background watermark of the letters 'ULCT'.

Kate Bradshaw
Mayor, Bountiful
ULCT President



Claims Management Resources
PO Box 60770
Oklahoma City, OK 73146-0770
(800) 321-4158

*******NOTICE OF CLAIM*******

Date: 02-27-2026

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: TOWN OF CASTLE VALLEY
TOWN CLERK
HC 64 BOX 2705
CASTLE VALLEY, UT 84532

CERTIFIED MAIL# 92148901066154000216706747

RE: Damage to FRONTIER Property

FRONTIER Claim Num: 2211214
Damage/Discovery Date: 01-30-2026
Damage Location: RIMROCK LANE & CASTLE VALLEY , CASTLE VALLEY, UT
Damage County: GRAND
Damage Amount: UNDETERMINED

Dear Sir/Madam:

Please be advised that FRONTIER Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of TOWN OF CASTLE VALLEY .

Investigation has revealed that on or about 01-30-2026 employees or agents of TOWN OF CASTLE VALLEY , BEH BROTHERS CONSTRUCTION WAS INSTALLING A CULVERT FOR THE TOWN OF CASTLE VALLEY AND DAMAGED A FRONTIER CABLE in the area of RIMROCK LANE & CASTLE VALLEY , CASTLE VALLEY, UT.

REQUEST FOR GOVERNMENTAL NOTICE FORM

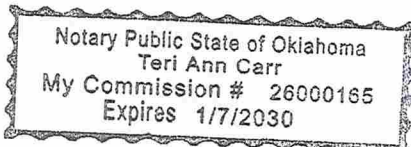
If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158.

Sincerely,
Michelle Kellum

NOTARY *Teri Ann Carr*

CMR Claims DEPT

Commission Expires 1/7/2030



Memorandum of Understanding (MOU) Between the Town of Castle Valley Utah and the Castle Valley Fire Protection District

Purpose: This is an agreement between the Town of Castle Valley Utah and the Castle Valley Fire Protection District to prevent, protect, mitigate, and respond to the public nuisance of wildfire in order to protect the citizens and property within the town and to maintain municipality compliance of Utah Code 65A-8-202.5

Background: Based on Utah Code 65A-8-205.5 the Town of Castle Valley and the CVFPD have certain responsibilities regarding wildfire within municipal boundaries on both private and municipally owned lands as described here:

65A-8-202.5 City and town responsibilities. (1) A municipality shall abate the public nuisance caused by wildfire on forest, range, watershed, and wildland urban interface land within the boundaries of the municipality if the land is: (a) privately owned; or (b) owned by the municipality. (2) A municipality may participate in the wildland fire protection system of the division and become eligible for assistance from the state by agreement under the provisions of this chapter. (3) A municipality shall: (a) reduce the risk of wildfire to incorporated, privately owned and municipality owned forest, range, watershed, and wildland urban interface land, with private landowner permission, through appropriate wildfire prevention, preparedness, and mitigation actions; and (b) ensure effective wildfire initial attack on forest, range, watershed, and wildland urban interface land within the municipality's fire protection boundary. (4) A municipality may assign the responsibilities described in Subsections (1) and (3) to a fire service provider or an eligible entity, as defined in Section 65A-8-203, through contract, delegation, interlocal agreement, or another method. (5) The state forester shall make certain that appropriate action is taken to control wildland fires on incorporated, nonfederal forest, range, watershed, and wildland urban interface lands. (6) Nothing in this section excuses a private landowner from complying with an applicable Town or county ordinance. Enacted by Chapter 174, 2016 General Session.

The Town of Castle Valley has limited staff, does not have a fire department of its own and is located within the service district of the Castle Valley Fire Protection District which is a taxing entity providing fire protection services to the residents of the Town and some surrounding areas. The CVFPD also engages in mitigation, prevention and preparedness activities as part of their Firewise community program and the Town participates in these activities in conjunction with them, specifically public outreach opportunities to engage residents in prevention, preparedness and mitigation activities on their properties.

The Town of Castle Valley does not have the resources to effectively meet the requirements of Utah Code 65A-8-205.5(1), and (3) on their own and finds it beneficial to enter an MOU with the CVFPD to cover these requirements within the Town's municipal boundary pursuant to 65A-8-205.5 (4), though the Division of FFSL has determined in writing that the MOU is not necessary for the Town to be covered under the CVFPD's cooperating agreement covering the requirements of 65A-8-205.5.

Roles and Responsibilities:

The Town of Castle Valley:

- The Town agrees to work with the CVFPD to the extent it can to ensure the requirements of (1), and (3) are met, without further increasing the cost to taxpayers for services already being paid for by their taxes paid to the CVFPD.
- The Town agrees to provide public outreach via the Town email list, occasional mailings, and social media to provide the CVFPD newsletters and other Firewise materials to residents, the Town may also send information more frequently as it finds beneficial information for residents.
- The Town agrees to continue to pursue opportunities to mitigate fire hazards on Town owned properties, the CVFPD shall not maintain sole responsibility for Town owned property, but may assist, when possible, in mitigation activities including potential grant funding opportunities for fuel removals on these publicly owned parcels.
- The Town agrees to reimburse the CVFPD for use of their well on Lot 13, Castle Valley Drive, at a rate of \$7 per 1,000 gallons.
- The Town agrees to use Road Dept. equipment on emergency wildfire incidents if a certified red carded firefighter is on staff, trained appropriately and available to operate the equipment.
- The Town agrees to maintain an Emergency Operations Plan including a fire annex and to activate protocols at the request of the Incident Commander on any emergency incident within or adjacent to the Town Boundary.
- The Town agrees to provide evacuation route maps to the public via website and bulletin boards.
- The Town agrees to use their facilities as an incident command center for any emergency incidents in or adjacent to the Town boundary.
- The Town agrees to providing mowing on Town road easements to strengthen fuel breaks created by roads.
- The Town agrees to continue finishing cul-d-sacs at the end of Town roads at a rate of 2 per year, and finding alternatives such as hammerhead turnarounds where cul-d-sacs can't be created.

The Castle Valley Fire Protection District:

- The CVFPD agrees to assist the Town with reducing the risk of wildfire on privately owned property within the Town boundary as such are also part of the CVFPD boundary, through facilitating property evaluations, chipper days and the in-kind matching program for fuel removal and other programs that may become available.
- The CVFPD agrees to ensure effective wildfire initial attack on forest, range, watershed, and wildland urban interface land within the municipality's fire protection boundary and agrees to assist the Town in abating the nuisance caused by such wildfires.
- The CVFPD agrees to maintain it's status as an eligible entity with the Utah Division of Forestry Fire and State Lands including certification, training and equipment standards and agrees to primary responsibility for initial attack on all wildland fires within the Town boundary and agrees to the costs associated with such.

- The CVFPD agrees to occasionally use their equipment to fill the shared pit toilet facility with water to maintain the correct water level, at Lot 2 Castle Valley Drive.
- The CVFPD agrees to reimburse the Town for the actual amount of diesel used from shared fuel tank at the current market rate per gallon.

This Memorandum of Understanding shall become effective on the date of the last authorized signature and will remain in effect for a term of five years (Utah Code 65A-8-203-2-B) or until terminated by either party. The MOU may only be amended by mutually written agreements of both parties. In the event of any disagreement between this MOU and any statute or regulation, the statute or regulation shall control.

By:  Date: 11/15/2023

Ron Drake

Chief

Castle Valley Fire Protection District

By:  Date: 11/15/2023

Jazmine Duncan

Mayor

Town of Castle Valley, Utah

Subject **MOU notes**
From <jazmined@castlevalleyutah.com>
To 'mitch stock' <mitchstock4@gmail.com>, 'Maggie Peikon'
<peikonm@gmail.com>, <mjwakeley@gmail.com>
Cc 'Ron Drake' <rimshadow35@gmail.com>,
<townclerk@castlevalleyutah.com>
Date 2026-03-13 10:58



Hi all, here are my notes in follow up to our discussion last night.

1. MOU, Background section, paragraph 3, number 4. Change wording to indicate the MOU is now necessary per state code to delegate the responsibilities to the fire district, including all initial attack requirements and delegation of the authority to turn a fire over to the state when it reaches a level beyond capabilities. The MOU already contains some language around not double taxing for these services, so I'm not sure any additional language is needed surrounding that, but it should be if it isn't clear that the initial attack provided by the FD is funded by their tax base, perhaps there should be a level if it exceeds that would kick in additional funding from the Town?? Something to consider and define a trigger point for that if we decide it's necessary.
2. Add something to define the CWS roles of FD and Town, such as, create the annual PC statement/agreement together, FD supplies info on actions they completed and Town reports to the state, with all reporting due 3 months before the end of the calendar year.
3. CWPP updates a joint effort between the Town and FD, updated on a basis determined by the state, plan updates efforts should begin the year before they are due.

That's what I had written down! Let me know what else you all think of.

Thanks!

Jazmine Duncan
Mayor, Town of Castle Valley
435-259-1064
jazmined@castlevalleyutah.com

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

**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

**WORKING DRAFT (1) MINUTES
REGULAR MEETING OF THE PLANNING AND LAND USE COMMISSION
TOWN OF CASTLE VALLEY
THURSDAY, MARCH 5, 2026, AT 6:30 P.M.
CASTLE VALLEY TOWN BUILDING - 2 CASTLE VALLEY DRIVE**

UNFINISHED BUSINESS

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

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

Whitney read the Motion he made at the February 5, 2026, Meeting and added that he wanted to add the greenbelt lots to the Motion. PLUC Members agreed.

Whitney moved that all properties within the Town Boundary that are not within the Castle Valley River Ranchos platted lots with the exception of Lots 368-372 will be designated a Wildland Urban Interface zone. Tuft seconded the Motion. Hawkins, Honer, Tuft, Whitney, and Anderson approved the Motion. The Motion passed unanimously. – Not as high risk?

3/8/26

To: Castle Valley Town Council

From: John Groo, (Outgoing) Water Rights Agent

Re: Lot 404 exception from well location requirements

Background

Last month, the owners of Lot 404 contacted me and requested a Water Use Agreement and Permit so they could drill a well on their lot. As required, they submitted a map which showed the well location was at least 50' from the adjacent lot line and the road easement. The WUAP was approved, a Start Card obtained from DWRi, and well drilling proceeded.

Several days ago I was contacted by the driller, who had determined (perhaps with help from Colleen) that the well was actually 40' from the road easement. He acknowledged the error and its implications, which I greatly appreciated. He said he could pull up and move ten feet, but clearly did not want to, as he was down 300' and had hit some water. Aside from the significant cost to him of moving and starting over, he was concerned that a new well in a different location might not get water. Dry holes have been drilled in that area, and because it is an area where water is typically obtained from fissures and cracks in the bedrock, ten feet can make a big difference. I told him he could finish the well where it was. I recognize that raises questions of authority over decisions of this nature but didn't feel that it was right to ask the driller to halt work for over two weeks until the next Council meeting.

All that said, an exception would not be justified and would not have been given if the reduced setback of the well on Lot 404 posed any threat to adjacent property owners or users of the road. It does not; the current 40' setback is more than adequate. In fact, I believe that 25' is enough of a setback from a road easement, as it is far enough back from the road to keep a well out of the way of road work and still ensures at least 100' feet of separation from a well or septic system that may exist or be planned on the lot on the opposite side of the road. I am in the process of creating proposed revisions to the documents governing use of TCV water rights (Water Use Ordinance and Water Use Agreement and Permit), and one of those revisions would reduce the required minimum setback of wells from the road easement(s) abutting a lot to 25'.

Recommendation

I recommend that an exception to the requirement for a well to be located at least 50' from a road easement be granted for the well on Lot 404.

PARTIAL PAY ESTIMATE (#1)

Project: Town of Castle Valley - Emergency Watershed Protection

Project #: 2412-009

Contractor: Beh Brothers Construction, LLC				
Owner: Town of Castle Valley				

<u>Date of Completion</u>	<u>Amount of Contract</u>	<u>Dates of Estimate</u>
Original: April 18, 2026	Original: \$ 845,229.80	From: February 1, 2026
Revised:	Revised:	To: February 28, 2026

ITEM #	ITEM	Contract QTY.	Contract Units	Contract Unit Price	Contract Budget	Previous Pay Quantity	Previous Pay Amount	Quantity This Period	Amount This Period, \$\$	Quantity To Date	Amount To Date, \$\$	Remaining Quantity	Remaining Amount
1-1	Traffic Control	1.00	L.S.	\$29,411.76	\$ 29,411.76	0.00	\$ -	0.25	\$ 7,352.94	0.25	\$ 7,352.94	0.75	\$ 22,058.82
1-2	Mobilization	1.00	L.S.	\$61,188.24	\$ 61,188.24	0.00	\$ -	0.50	\$ 30,594.12	0.50	\$ 30,594.12	0.50	\$ 30,594.12
1-3	Relocate Sign	3.00	Each	\$514.71	\$ 1,544.13	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.00	\$ 1,544.13
1-4	Remove Guardrail	100.00	L.F.	\$34.56	\$ 3,456.00	0.00	\$ -	100.00	\$ 3,456.00	100.00	\$ 3,456.00	0.00	\$ -
1-5	Remove Pipe Culvert	1.00	Each	\$3,088.24	\$ 3,088.24	0.00	\$ -	1.00	\$ 3,088.24	1.00	\$ 3,088.24	0.00	\$ -
1-6	Remove Asphalt Pavement (Plan Quantity)	267.00	S.Y.	\$24.76	\$ 6,610.92	0.00	\$ -	267.00	\$ 6,610.92	267.00	\$ 6,610.92	0.00	\$ -
1-7	Concrete Footings-Wingwalls (Plan Quantity)	29.00	C.Y.	\$1,247.06	\$ 36,164.74	0.00	\$ -	29.00	\$ 36,164.74	29.00	\$ 36,164.74	0.00	\$ -
1-8	Concrete Footings-Culvert (Plan Quantity)	22.00	C.Y.	\$1,247.06	\$ 27,435.32	0.00	\$ -	22.00	\$ 27,435.32	22.00	\$ 27,435.32	0.00	\$ -
1-9	Concrete Headwall/Wingwall (Plan Quantity)	25.00	C.Y.	\$1,247.06	\$ 31,176.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	25.00	\$ 31,176.50
1-10	Steel Multi-Plate Arch	1.00	L.S.	\$162,875.71	\$ 162,875.71	0.00	\$ -	1.00	\$ 162,875.71	1.00	\$ 162,875.71	0.00	\$ -
1-11	Clearing and Grubbing (Plan Quantity)	1.00	L.S.	\$11,764.71	\$ 11,764.71	0.00	\$ -	1.00	\$ 11,764.71	1.00	\$ 11,764.71	0.00	\$ -
1-12	Excavation (Plan Quantity)	3,840.00	C.Y.	\$7.35	\$ 28,224.00	0.00	\$ -	1,536.00	\$ 11,289.60	1,536.00	\$ 11,289.60	2,304.00	\$ 16,934.40
1-13	Fill (Plan Quantity)	2,500.00	C.Y.	\$13.97	\$ 34,925.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2,500.00	\$ 34,925.00
1-14	Granular Backfill Borrow (Plan Quantity)	907.00	C.Y.	\$83.12	\$ 75,389.84	0.00	\$ -	0.00	\$ -	0.00	\$ -	907.00	\$ 75,389.84
1-15	Riprap	1,830.00	C.Y.	\$156.72	\$ 286,797.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,830.00	\$ 286,797.60
1-16	Untreated Base Course (Plan Quantity)	115.00	C.Y.	\$87.34	\$ 10,044.10	0.00	\$ -	0.00	\$ -	0.00	\$ -	115.00	\$ 10,044.10
1-17	Seeding (Plan Quantity)	0.37	Acre	\$9,025.44	\$ 3,339.41	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.37	\$ 3,339.41
1-18	W-Beam Guardrail 72 Inch Steel Post	100.00	L.F.	\$220.59	\$ 22,059.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	100.00	\$ 22,059.00
1-19	W-Beam Guardrail End Treatment	2.00	Each	\$4,867.29	\$ 9,734.58	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	\$ 9,734.58
Total Contract Amount					\$ 845,229.80				\$ 300,632.30	Total Remaining Budget		\$544,597.50	

ESTIMATED PERCENT COMPLETE
36%

Totals:	\$ 300,632.30	\$ 300,632.30
Less Retainage (5.00%):	\$ -	\$ -
Less Prev. Amount Paid:		

CURRENT AMOUNT DUE: \$ 300,632.30 \$ 300,632.30

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

REQUESTED BY CONTRACTOR:

Salvador Beh Mar 17 2026
Beh Brothers Construction, LLC Date

RECOMMENDED BY ENGINEER:

Justin Baker Mar 17 2026
Jones & DeMille Engineering, Inc. Date

APPROVED BY OWNER:

Jasmine Duncan Mar 17 2026
Town of Castle Valley Date

Item 9

Item 10

11:12 AM

03/17/26

Accrual Basis

Town of Castle Valley Profit & Loss Budget vs. Actual July 2025 through June 2026

	Jul '25 - Jun ...	Budget	% of Budget
Ordinary Income/Expense			
Income			
4500 · Interest Income			
4501 · Interest Income	26,393.61	36,000.00	73.3%
Total 4500 · Interest Income	26,393.61	36,000.00	73.3%
4100 · Tax Revenue			
4110 · Property			
4111 · Current	131,823.83	130,850.00	100.7%
4112 · Delinquent	3,350.89	4,000.00	83.8%
Total 4110 · Property	135,174.72	134,850.00	100.2%
4150 · Sales Tax	56,916.69	72,000.00	79.1%
4175 · Misc Tax			
4176 · Motor Carrier	811.97	632.00	128.5%
4177 · Fee in Lieu	3,150.98	6,350.00	49.6%
4199 · Other Misc Tax	1,210.39	1,500.00	80.7%
Total 4175 · Misc Tax	5,173.34	8,482.00	61.0%
Total 4100 · Tax Revenue	197,264.75	215,332.00	91.6%
4200 · Intergovernmental Revenue			
4211 · Add TrnL Road Tax	5,427.45	5,500.00	98.7%
4210 · Class "C" Roads	57,117.47	60,000.00	95.2%
4230 · Gov. Grants (Operations)	276.96	0.00	100.0%
4600 · Capital Project Income			
4660 · Government Grants (Capital Prjt)	52,420.00		
4600 · Capital Project Income - Other	0.00	453,523.00	0.0%
Total 4600 · Capital Project Income	52,420.00	453,523.00	11.6%
Total 4200 · Intergovernmental Revenue	115,241.88	519,023.00	22.2%
4300 · Permits & Fees			
4310 · Water Agreements	95.00	475.00	20.0%
4320 · Building Permits	560.00	1,250.00	44.8%
4330 · Business License/CUP	355.00	455.00	78.0%
4399 · Other Permits & Fees	830.00	885.00	93.8%
Total 4300 · Permits & Fees	1,840.00	3,065.00	60.0%
4400 · Donation / Private Grants			
4499 · Other Donation / Private Grants	0.00	0.00	0.0%
Total 4400 · Donation / Private Grants	0.00	0.00	0.0%
4510 · Municipal Authority Lease	0.01		
Total Income	340,740.25	773,420.00	44.1%
Gross Profit	340,740.25	773,420.00	44.1%
Expense			
5100 · Administration			
5110 · Payroll & Taxes			
5111 · Clerk	21,838.17	32,390.00	67.4%
5115 · Mayor	8,612.00	13,780.00	62.5%
5119 · Other	2,955.65		
Total 5110 · Payroll & Taxes	33,405.82	46,170.00	72.4%
5120 · Office Expenses	2,585.09	4,000.00	64.6%
5125 · Public Notices / Website	1,146.30	3,000.00	38.2%
5130 · Elections	0.00	0.00	0.0%

Town of Castle Valley Profit & Loss Budget vs. Actual July 2024 through June 2025

	Jul '24 - Jun ...	Budget	% of Budget
Ordinary Income/Expense			
Income			
4500 · Interest Income			
4501 · Interest Income	39,260.93	36,000.00	109.1%
4500 · Interest Income - Other	534.16		
Total 4500 · Interest Income	39,795.09	36,000.00	110.5%
4100 · Tax Revenue			
4110 · Property			
4111 · Current	126,986.27	132,185.00	96.1%
4112 · Deliquent	5,412.17	2,400.00	225.5%
Total 4110 · Property	132,398.44	134,585.00	98.4%
4150 · Sales Tax	81,402.47	72,000.00	113.1%
4175 · Misc Tax			
4176 · Motor Carrier	475.36	490.00	97.0%
4177 · Fee in Lieu	860.02	1,000.00	86.0%
4199 · Other Misc Tax	1,448.84	1,500.00	96.6%
Total 4175 · Misc Tax	2,784.22	2,990.00	93.1%
Total 4100 · Tax Revenue	216,585.13	209,575.00	103.3%
4200 · Intergovernmental Revenue			
4211 · Add TrnL Road Tax	7,752.92	5,500.00	141.0%
4210 · Class "C" Roads	74,516.34	63,000.00	118.3%
4230 · Gov. Grants (Operations)	8,723.04	201,256.69	4.3%
4600 · Capital Project Income			
4660 · Government Grants (Capital Prjt)	220,886.69		
4600 · Capital Project Income - Other	0.00	0.00	0.0%
Total 4600 · Capital Project Income	220,886.69	0.00	100.0%
Total 4200 · Intergovernmental Revenue	311,878.99	269,756.69	115.6%
4300 · Permits & Fees			
4310 · Water Agreements	570.00	475.00	120.0%
4320 · Building Permits	1,700.00	1,250.00	136.0%
4330 · Business License/CUP	455.00	455.00	100.0%
4399 · Other Permits & Fees	1,062.50	885.00	120.1%
Total 4300 · Permits & Fees	3,787.50	3,065.00	123.6%
4400 · Donation / Private Grants			
4420 · Scholarship	0.00	0.00	0.0%
4499 · Other Donation / Private Grants	1,325.00	1,325.00	100.0%
Total 4400 · Donation / Private Grants	1,325.00	1,325.00	100.0%
4510 · Municipal Authority Lease	7,500.00		
Total Income	580,871.71	519,721.69	111.8%
Gross Profit	580,871.71	519,721.69	111.8%
Expense			
5100 · Administration			
5110 · Payroll & Taxes			
5111 · Clerk	31,680.74	31,600.00	100.3%
5115 · Mayor	12,918.00	13,200.00	97.9%
Total 5110 · Payroll & Taxes	44,598.74	44,800.00	99.6%
5120 · Office Expenses	1,824.67	2,500.00	73.0%
5125 · Public Notices / Website	1,981.70	2,200.00	90.1%
5130 · Elections	0.00	0.00	0.0%
5131 · Interest	1,498.63		

Town of Castle Valley Profit & Loss Budget vs. Actual July 2023 through June 2024

	Jul '23 - Jun ...	Budget	% of Budget
Ordinary Income/Expense			
Income			
4500 · Interest Income			
4520 · Misc. Revenue	0.09		
4501 · Interest Income	48,134.07	38,000.00	126.7%
4500 · Interest Income - Other	-0.04		
Total 4500 · Interest Income	48,134.12	38,000.00	126.7%
4100 · Tax Revenue			
4110 · Property			
4111 · Current	129,195.72	129,195.00	100.0%
4112 · Delinquent	4,746.40	4,216.00	112.6%
Total 4110 · Property	133,942.12	133,411.00	100.4%
4150 · Sales Tax	77,365.83	68,000.00	113.8%
4175 · Misc Tax			
4176 · Motor Carrier	690.39	460.00	150.1%
4177 · Fee in Lieu	10,258.82	6,300.00	162.8%
4199 · Other Misc Tax	1,526.19	1,500.00	101.7%
Total 4175 · Misc Tax	12,475.40	8,260.00	151.0%
Total 4100 · Tax Revenue	223,783.35	209,671.00	106.7%
4200 · Intergovernmental Revenue			
4211 · Add TrnL Road Tax	7,375.04	6,000.00	122.9%
4210 · Class "C" Roads	79,233.91	66,000.00	120.1%
4230 · Gov. Grants (Operations)	0.00	28,041.25	0.0%
4299 · Other Gov't Revenue	28,041.25	0.00	100.0%
Total 4200 · Intergovernmental Revenue	114,650.20	100,041.25	114.6%
4300 · Permits & Fees			
4310 · Water Agreements	190.00	95.00	200.0%
4320 · Building Permits	1,526.25	1,400.00	109.0%
4330 · Business License/CUP	805.00	715.00	112.6%
4399 · Other Permits & Fees	1,032.50	465.00	222.0%
Total 4300 · Permits & Fees	3,553.75	2,675.00	132.9%
4400 · Donation / Private Grants			
4420 · Scholarship	0.00	3,000.00	0.0%
4499 · Other Donation / Private Grants	6,400.00	6,400.00	100.0%
Total 4400 · Donation / Private Grants	6,400.00	9,400.00	68.1%
4510 · Municipal Authority Lease	6,625.00		
Total Income	403,146.42	359,787.25	112.1%
Gross Profit	403,146.42	359,787.25	112.1%
Expense			
5100 · Administration			
5110 · Payroll & Taxes			
5111 · Clerk	30,782.12	31,000.00	99.3%
5115 · Mayor	12,918.00	12,950.00	99.8%
Total 5110 · Payroll & Taxes	43,700.12	43,950.00	99.4%
5120 · Office Expenses			
5125 · Public Notices / Website	1,059.29	2,000.00	53.0%
5130 · Elections	0.00	0.00	0.0%
5131 · Interest	1,625.01		

Town of Castle Valley

3/18/2026 9:54 AM

Register: 1300 · General Accounts Unrestricted:Zions Operating

From 02/18/2026 through 03/20/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/28/2026			5100 · Administration:...	Service Charge	3.00	X		7,925.77
02/28/2026	eft	Zions Bank Liabilities	-split-	87-0483404	1,749.32			6,176.45
02/28/2026	10315	Colleen R Thompson	-split-		381.09			5,795.36
02/28/2026	10316	Dorje Honer	-split-	} Payroll	1,325.98			4,469.38
02/28/2026	10317	Egmont Honer	-split-		1,385.56			3,083.82
02/28/2026	10318	Faylene Roth	-split-		855.60			2,228.22
02/28/2026	10319	Jasmine A Duncan	-split-		912.50			1,315.72
02/28/2026	10320	Jocelyn F. Buck	-split-		2,180.71			-864.99
02/28/2026	10321	Sarah E Stock	-split-		616.44			-1,481.43
02/28/2026			1300 · General Accoun...	Funds Transfer			10,000.00	8,518.57
03/01/2026	10322	Zions Bank	2000 · Accounts Payable	Road Sops	322.06			8,196.51
03/01/2026	10323	Emery Telcom	2000 · Accounts Payable	mai kimp	171.72			8,024.79
03/01/2026	10324	John W. Groo	2000 · Accounts Payable		802.50			7,222.29
03/01/2026	10325	Jones Demille Engin...	2000 · Accounts Payable		9,447.49			-2,225.20
03/01/2026	10326	Napa Auto Parts	2000 · Accounts Payable	Road Sops	25.98			-2,251.18
03/01/2026	10327	Parkland USA Corp./...	2000 · Accounts Payable	Diesel	1,192.26			-3,443.44
03/01/2026	10328	Solid Waste Special ...	2000 · Accounts Payable		33.00			-3,476.44
03/01/2026	10329	Utah League of Citie...	2000 · Accounts Payable	Membership	500.00			-3,976.44
03/01/2026	10330	CC Enterprises	2000 · Accounts Payable	Culvert Signs	1,960.00			-5,936.44
03/01/2026	10331	Egmont Honer*	2000 · Accounts Payable	Road Sops	63.95			-6,000.39
03/01/2026	10332	Rocky Mountain Po...	2000 · Accounts Payable		29.05			-6,029.44
03/01/2026			1300 · General Accoun...	Funds Transfer			10,000.00	3,970.56
03/05/2026			-split-	Deposit			305.00	4,275.56