AGENDA

PUBLIC HEARING ON FUNDING OPPORTUNITIES THRU COMMUNITY DEVELOPMENT BLOCK GRANTS AND THE REGULAR TOWN COUNCIL MEETING

WEDNESDAY, DECEMBER 21st, 2022 AT 6:30 P.M.

CASTLE VALLEY TOWN BUILDING - 2 CASTLE VALLEY DRIVE

****Due to concerns regarding the potential spread of COVID-19 this meeting will be a hybrid meeting held electronically by Zoom and also in person at the anchor site the Town Building with limited seating. 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 BY ZOOM**

Meeting ID: 660 541 0108 Passcode: 84532
Option 1 Dial-in phone number (US): (253) 215-8782 follow prompts.
Option 2 Join the online meeting (must have computer speakers and microphone):
https://zoom.us/j/6605410108?pwd=Q05sYm5qQ0lpNlY5TVp2bTU5VnZjQT09

Call to order, Determination and Roll Call

Public Hearing

Funding opportunities under the Community Development Block Grant (CDBG) Small Cities Program.

Regular Town Meeting

1. Open Public Comment
2. Approval of Minutes: Regular Town Council Meeting November 16, 2022
3. Executive Reports:
*SITLA Lease update- Bryan Torgerson
*Water Agent and Water Committee Report - John Groo/ CM O'Brien
*Road Department Report- Dorje Honer
*Planning & Land Use Commission- Colleen Thompson
*Community Renewable Energy Act-CM Gibson
*Fire District-M Duncan /Chief Drake
*Solid Waste Special Service District- Diane Ackerman
4. Correspondence: TBA
5. Administrative Matters & Procedures: Town letters-ratify letter to Grand County Commission in support of their efforts to curb take offs and landings on public lands, send to BLM also? Email project update, CM Gibson and Hill terms ending 12.31.2023.

NEW BUSINESS

6. Discussion and Possible Action re: Approval of Amendments to the Town Plat combining Lots 390 and 389.
7. Discussion and Possible Action re: Approval of Conditional Use Permits and Business Licenses.
8. Discussion and Possible Action re: Appointment to Planning and Land Use Commission positions.
9. Discussion and Possible Action re: Roads Department Purchase Order for barricades and signs $893.67

UNFINISHED BUSINESS

10. Discussion and Possible Action re Monitoring Well RFP bids (tabled)
11. Discussion and Possible Action re: Rocky Mountain Power Franchise Agreement (tabled).
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"

2022 Alphabetical CDBG Grantee Listing (As of 08/15/2022)				
Contract #	**O**	**Grantee**	**Amount**	**Project**
23-DWS-0028	S	Bear River AOG	$50,000.00	Administration and Consolidated Planning
22-DWS-0029	S	Bear River AOG	$269,716.00	Single Family Home Rehab/Homebuyer Assist
22-DWS-0009	S	Bicknell Town	$213,146.00	Bicknell Town Park
23-DWS-0017	S	Blanding City	$69,762.00	Central Park Pickle ball Court Complex
23-DWS-0030	S	Cache County Corp.	$47,935.00	Victim Assistance Vehicle Purchase
23-DWS-0018	S	Castle Dale City	$135,798.00	Castle Ridge Behavioral Health Gym
23-DWS-0002	J	Cedar City Corporation	$175,000.00	Property Acquisition/Rehab
22-DWS-0067	J	Cedar City Corporation	$90,714.00	Property Acquisition 1-2 Housing Units
23-DWS-0003	J	City of Milford	$90,000.00	Property Acquisition for New Construction
23-DWS-0039	N	City Washington Terrace	$83,605.00	Fire Department Equipment
23-DWS-0040	N	City Washington Terrace	$166,070.00	Advanced Metering Infrastructure (AMI) System
23-DWS-0041	N	City of Wendover	$250,000.00	Pilot Peal Phase 5 Waterline Replacement
23-DWS-0033	N	Coalville City	$140,280.00	Storm Drain Project
23-DWS-0031	S	Cornish Town Corp.	$200,000.00	Pitcher Well Repair/Water System Upgrade
22-DWS-0058	S	Duchesne City	$405,604.00	Fire Station Addition Phase 2
23-DWS-0010	S	Ephraim City	$250,000.00	Ephraim City Skate park
23-DWS-0004	N	Five County AOG	$50,000.00	Administration and Consolidated Planning
23-DWS-0005	N	Five County AOG	$48,000.00	Community Planning Assistance
23-DWS-0011	S	Fountain Green City	$74,094.00	Fountain Green City Park Improvements
23-DWS-0034	N	Francis City	$275,071.00	1000 East Water Improvements
23-DWS-0006	N	Henrieville Town	$148,688.00	Henrieville Town Playground Project
23-DWS-0019	J	Huntington City	$58,000.00	Volunteer Fire Equipment Phase 2
22-DWS-0052	N	Huntsville Town	$200,000.00	Huntsville Community Center
23-DWS-0035	N	Kamas City	$168,191.00	Sewer Repairs Project
23-DWS-0036	N	Mountainland AOG	$50,000.00	Administration and Consolidated Planning
23-DWS-0012	S	Mt. Pleasant City Corp.	$65,980.00	Aspen Village Subdivision Road Improvement
23-DWS-0007	J	Panguitch City	$200,000.00	Panguitch City Fire Truck Purchase
23-DWS-0013	S	Six County AOG	$50,000.00	Regional Planning
23-DWS-0014	S	Six County AOG	$50,000.00	Administration and Consolidated Planning
23-DWS-0015	S	Six County AOG	$140,873.00	Single Family Rehabilitation Program
23-DWS-0032	S	Smithfield City Corp.	$200,000.00	Smithfield Pointe Rd Infrastructure on 600 E.
23-DWS-0020	S	Southeastern ALG	$50,000.00	Administration and Consolidated Planning
23-DWS-0021	S	Southeastern ALG	$50,000.00	Community Development Planning
23-DWS-0022	S	Southeastern ALG	$174,538.00	Single-Family Housing Rehabilitation
23-DWS-0027	J	Southeastern ALG	$188,959.00	Property Acquisition
23-DWS-0042	N	Tooele County	$200,000.00	County HA Home Buyer Assistance
23-DWS-0043	N	Tooele County	$50,000.00	Administration and Consolidated Planning
23-DWS-0016	S	Torrey Town	$37,792.00	Torrey Town Park Improvement
23-DWS-0023	S	Town of Bluff	$128,383.00	Bluff Community Center Rehab & ADA Access
23-DWS-0008	J	Town of Brian Head	$144,000.00	Fire Department Water Tender
23-DWS-0025	S	Uintah Basin AOG	$50,000.00	Administration and Consolidated Planning
23-DWS-0025	S	Uintah Basin AOG	$253,000.00	Housing Rehab/Homebuyers Assistance
23-DWS-0044	N	Uintah City	$88,809.00	Cottonwood Water Meter Vault Replacement

*O = Owner (State Staff) J=Julie Tuimauga, N=Nicole Kerr, S=Sarah Moore

2021 Alphabetical CDBG Grantee Listing (As of 08/09/2021)				
Contract #		**Grantee**	**Amount**	**Project**
22-DWS-0050	S	Bear River AOG	$50,000	Administration & Con. Plan
22-DWS-0056	S	Bear River AOG	$173,948	SFHR/Home Buyer Assist. Program
22-DWS-0039	JD	Beaver City	$200,000	Road Improvements
22-DWS-0068	S	Box Elder County	$200,000	Water System – Urgent Need
22-DWS-0081	S	Brigham City	$200,000	Senior Center Kitchen Rehab
22-DWS-0054	S	Castle Dale City	$100,000	Ghost Road Walking/Bike Path
22-DWS-0067	J	Cedar City	$209,866	Cedar City Housing Auth. Hsg
22-DWS-0058	S	Duchesne City	$139,031	Fire Station Addition
22-DWS-0069	J	Fillmore City	$144,432	City Fire Truck
22-DWS-0043	JD	Five County AOG	$50,000	Administration & Con. Plan
22-DWS-0044	JD	Five County AOG	$47,000	Community Plan
22-DWS-0055	J	Huntington City	$189,682	Volunteer Fire Dept. Equipment
22-DWS-0052	JD	Huntsville Town	$226,869	Town Community/Senior Center
22-DWS-0045	JD	Iron County	$200,000	Fire Station Expansion
22-DWS-0037	JD	Mountainland AOG	$50,000	Administration & Con. Plan
22-DWS-0046	JD	Panguitch City	$200,000	Water Tank Improvements
22-DWS-00142	S	Sevier County	$250,000	North Sevier Bike Path
22-DWS-00143	S	Sigurd Town	$73,276	Town Park Improvements
22-DWS-0066	S	Six County AOG	$100,000	Single Family Hsg. Rehab.
21-2679	S	Six County AOG	$50,000	Administration & Con. Plan
22-DWS-0062	S	Six County AOG	$250,000	Land Acquisition – New AOG bldg.
22-DWS-0061	S	Six County AOG	$50,000	Regional Planning
22-DWS-0070	S	Smithfield City	$188,125	The Family Place Playground
22-DWS-0065	S	Southeastern ALG	$50,000	Administration & Con. Plan
22-DWS-0064	S	Southeastern ALG	$174,000	Single Family Hsg. Rehab.
22-DWS-0051	JD	Summit County	$257,054	Peoa Pipeline / Water Improvements
22-DWS-0040	JD	Tooele County	$50,000	WFRC – Admin & Con. Plan
22-DWS-0048	JD	Tooele County	$250,000	Terra Community Road Improvement
22-DWS-0059	S	Uintah Basin AOG	$50,000	Administration & Con. Plan
22-DWS-0060	S	Uintah Basin AOG	$253,000	Single Family Housing Rehab
22-DWS-0057	S	Vernal City	$195,000	100 East Curb, Gutter, Sidewalk
22-DWS-0053	JD	Wallsburg Town	$288,429	Main Canyon Road Water Improvmt.
22-DWS-0075	J	Wasatch County	$28,800	Meals on Wheels Vehicle
22-DWS-0047	J	Washington County	$44,686	Angell Springs Water System Equip.
22-DWS-0041	JD	Washington Terrace	$250,000	City-Wide Culinary Water Improvmt.
22-DWS-0042	JD	Wendover, City of	$250,000	Pilot Peak Waterline - Phase 4

*O = Owner (State Staff) J=Julie Tuimauga, JD= Jennifer Domenici, S=Sarah Moore

DRAFT MINUTES
THE REGULAR TOWN COUNCIL MEETING
WEDNESDAY, NOVEMBER 16th, 2022 AT 6:30 P.M.

CASTLE VALLEY COMMUNITY CENTER – 2 CASTLE VALLEY DRIVE

Due to concerns regarding the potential spread of COVID-19 this meeting was a held via Zoom meeting with the anchor site at 2 Castle Valley Drive.

Council Members Present: Mayor Duncan and Council Members: Gibson, Hill, Holland and O'Brien.
Absent: None
Others Present: Ron Drake, Colleen Thompson, Dorje Honer, Robin and Chris Steinman, Bob Lipman, John Groo and, Norman Llewellyn
Clerk: Jocelyn Buck

Regular Town Meeting

M Duncan called the Meeting to Order at 6:30 PM and delivered the Electronic Meeting Determination
Buck called role.

Regular Town Meeting

1. Open Public Comment

CM Hill gave honorable mention to Ryan Anderson for his front-page photo and article in National Education Magazine recognizing his work on education and protection for the planet. Thompson mentioned in relation to COVID Building protocol the Moab Hospital has posted masking is optional.

2. Approval of Minutes: Regular Town Council Meeting October 19, 2022

CM Gibson motioned to approve the minutes from the Regular Town Council Meeting October 19, 2022, CM Hill seconded motion passed with CM O'Brien abstaining.

3. Executive Reports:

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

Groo reported the monitoring well bid from Desert H2O had come in at more than the Town had expected or could probably afford. He has since received more information from the UGS about monitoring well specifications. He would like to meet with Danny Pricket (Desert H2O) for further discussion. There are some differences on sand packing design that could potentially change the costs. He asked the Council to leave Item 14 tabled until December's Meeting. Groo clarified for CM Holland that monitoring wells are designed differently from regular water pumping wells. Discussion continued on various drilling tools and techniques. Groo received an email from Marc Stilson referencing a technical person Jim Reece with the State that could give us guidance and study design specs for a recognized appropriation policy. M Duncan read segments of Stilson's email "I think the answer we will get is if UGS or USGS is willing to pick up were Ken Kolm left off and fill in some gaps with additional research it would go a long way towards the information we need to evaluate appropriations policy. I think the peer review should come first to provide guidance on additional work needed such as an isotope study. This will shed light additional light on the properties of the underground aquifer. I would also suggest the review we provide would be included with the peer review". M Duncan added this is what Stilson had said in a previous meeting. CM O'Brien added that when USU hydrogeologist Dr. Tom Lachmar presented his per review on the state of the Spanish Valley aquifer he listed what would be his recommended steps to close that aquifer; Stilson had responded why they had not just asked the DWRi which ironically is what Castle Valley has already been asking. Town officials will be attending Lachmar's presentation on January 18th in Moab.CM O'Brien added he heard from Arnie Hulquist E. Coli levels in Castle Creek had increased and that it is probably not a good idea to swim in the Quakey Pond. Hulquist will be testing the monitoring wells for E. coli.

*Road Department Report- Dorje Honer is still working on options for the oil containment systems and oil recycling. Reports provided.

*Planning & Land Use Commission- Colleen Thompson. PLUC Meeting draft minutes circulated to Council members separately. The PLUC has started discussion on the General Plan survey.

*Community Renewable Energy Act-CM Gibson reported that the proposed low-income plans and plan design have been sent to the C-REP Board. The Town has had the opportunity to comment so we will adopt what the C-REP Board agrees to. The entire Plan will go to the Public Service Commission in December. The Town will be working with Moab and Grand County for outreach. M Duncan thanked CM Gibson for all her work with C-REP.

*Fire District-Chief Drake reported he is getting mixed messages on the Burn window. The State will open permitting for the burn window November 15th til the end of November.

4. Correspondence: None

5. Administrative Matters & Procedures: M Duncan and the Council asked the PLUC to investigate the National Flood Insurance program pros, cons and requirements. In the past the guidelines were very restrictive and would require extensive flood mapping. No Town letters this month. SITLA Lease update- Bryan Torgerson will be joining the December Meeting. Email project update Thompson is still collecting email passwords in preparation to do the switch over to the new provider. Buck attended the Community Development Block Grant Program Workshop and reported there is a lot to learn to apply for that grant. First step towards applying for a grant for a low water crossing at Placer Creek is to get an RFP out that information is needed in order to apply for the grant application deadline at end of January. Buck is still working with the CDBG people to find out if that project would even be a grant qualifying project. Our project also needs to be added to the CIB project list to be considered. Also, there might be a more streamlined grant application process as keeping the road open is an emergency/ public safety situation. Buck announced the Jenny Haraden our wonderful librarian is retiring. The Council thanked Haraden for her wonderful contribution to our Community.

NEW BUSINESS

6. Discussion and Possible Action re: County COVID level at Medium Town Building closing protocol. Lengthy discussion resulted in the decision to change the trigger point for closing the Town Building to the public from moderate to high risk per the CDC website. Council deferred to the Town and Library staff in making this decision.

7. Discussion and Possible Action re: Town Council Meeting Dates for 2023.

CM Hill motioned to approve the Town Council Meeting Dates for 2023; CM O'Brien seconded motion passed unanimously.

8. Discussion and Possible Action re: Request for proposal bids for the Vault Toilet.

Only one bid was received it was from Missoula Concrete for $25K. CM Hill explained that we have been applying for Recreational Special Service District grants for the last 4 years and currently have received $20 K allocated towards this project. We will apply for the other $5k with the 2023 Recreational grant. Delivery would not be until spring of 2024 so there will be time to raise the other $5k. The Town road crew will be required to coordinate with delivery to dig and bury the vault. Approval at this time includes payment of the 50 % deposit $12,500.00 and the signed contract.

CM Hill motioned to approve the Missoula Concrete vault toilet bid for $25K CM O'Brien seconded motion passed unanimously.

7. Discussion and Possible Action re: Request for proposal on a Low Water Crossings.

M Duncan explained we are still fine turning this RFP in order to make sure it meets with the CDBG specifications. She added that initially she just wanted the RPF to go out to get an idea of what a low water crossing might cost in order to help make future financial decisions. We may have other grant options or use capital funds for the project. CM Hill explained the Capital Road fund is currently at $230 K, B and C Road Funds are a general fund used to run our Road Department not for capital projects fund unless we set aside money at the end of the budget year for capital expenditures. We also need to keep in mind that Castle Valley Drive will need to be re-chip sealed in a few years and money is set aside every year towards that. M Duncan and CM Hill agreed that the last time the Town raised taxes it was specifically for road maintenance and improvement projects. Buck added that the water crossing project will be complicated because the Town still doesn't have an easement for the road at the lower Placer Creek crossing. Buck has been working with Utah Open Lands for 2 years to try to get this easement situation resolved. She pointed out we are essentially going to apply for a grant for a project that is not in a Town easement or on Town property. CM Holland had clarified the CDBG grant money cannot be used to pay Town road staff to do the work. A General Contractor would have to do any installation. Buck explained that this RFP is for the engineering and a cost analysis of the project. Bidding for the construction of the project would require another RFP. M Duncan added that in the meantime Honer is working to get material on standby in case there are any further flash flood wash outs. LeGrand Johnson does not have large material, so the road crew is collecting material from around the valley.

Item dropped until RFP bids are received in January.

8. Discussion and Possible Action re: Fire District offer for the Town to buy Fire District Truck 31.
M Duncan reported the Fire District has offered the Town the truck for $5000. Honer explained the truck is a 2003 Ford F350 Diesel Power stroke flat bed, dual rear axle, goose neck hitch and beacon lights. It will need some work but is basically a good truck Duncan added this is a long time coming so that the road crew do not have to use their own vehicles for road inspections, various Town errands etc.
CM Hill motioned to spend $5000 of Road Capital funds to buy the truck, CM O'Brien seconded motion passed unanimously.
9. Discussion and Possible Action re: Purchase Order for Loader Seals $1064.36.
CM Hill motioned to approve the purchase order for Loader Seals $1064.36. CM O'Brien seconded motion passed unanimously.
10. Discussion and Possible Action re: Contributing to the Fire District Generator for the well on Lot 13.
M Duncan explained the pump on the well at Lot 13 does not have back up electricity and several valley residents have put in generators. The Fire District will be getting estimates for a propane generator and propane tank. Honer explained that a generator will be required to have the software to work within the power grid. Council was in agreement to contribute to the Fire District generator purchase once the costs have been researched. The pump is 5hp and would require a 10KW Generator plus the propane tank.
Item dropped.
11. Discussion and Possible Action re: Rocky Mountain Power Franchise Agreement.
M Duncan explained RMP did not approve Councils objection to the language in Section 11 regarding not allowing herbicide use in the Valley. The RMP representative suggested new language "No vegetation inhibitor will be used within Town limits without notifying the Town prior to use" Council agreed to that language. Franchise Agreement sent back to RMP legal for their approval.
CM Hill motioned to table Item 11; CM O'Brien seconded motion passed unanimously.
12. Discussion and Possible Action re: Community Renewable Energy Program Draft Ordinance Version B.
M Duncan pointed out customers with net metering (including the Town Bldg.) won't have to pay the potentially higher renewable energy rates because they are already discounted through net metering. Questions came up that as an Anchor Community can the Town still participate in the program just not as a customer. CM Holland stated he appreciated all the work that has gone into the Program, but he thinks the basic premise of the program is flawed. He believes industrial sized renewable resources are not sustainable. He thinks instead of promoting industrial sized renewable resources we should be promoting conservation methods and local small scale renewable alternatives. CM Gibson agreed but if this program can help cut down on the use of coal and gas it will be better for our future. Discuss continued on the environmental costs of large-scale renewable projects especially those financed by out of state special interests i.e. Facebook. M Duncan also brought up that in the C-REP Ordinance "whereas" language the program supports economic growth which in itself does not promote sustainability.
Item dropped

UNFINISHED BUSINESS

13. Discussion and Possible Action re Monitoring Well RFP bids (remained tabled)
14. Payment of the bills.
CM Gibson motioned to pay the bills, CM Holland seconded, motion passed unanimously allowing for the Rhinehart diesel bill to be paid once received.

ADJOURNMENT

CM Hill motioned to adjourn, CM Gibson seconded, motion passed unanimously.
M Duncan adjourned the Meeting at 8:40 PM

Approved: **Attested:**

Jazmine Duncan, Mayor **Jocelyn Buck, Town Clerk**

State of Utah
School and Institutional
Trust Lands Administration

SITLA

675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2813
801-538-5100 Fax 801-355-0922
trustlands.utah.gov

Michelle E. McConkie
Director

November 30, 2022

Mayor Jazmine Ducan
HC 64 Box 2705
Castle Valley, Utah 84532

Dear Mayor Duncan:

Thank you for contacting the Utah School and Institutional Trust Lands Administration's Board of Trustees regarding the Trust Lands parcel near Castle Valley and Castleton, Special Use Lease Agreement (SULA 1974).

Your letter was referred to me as the Managing Director of the Surface Division. We have reviewed your concerns and would like to address those under the Trust Lands Administration's administrative authority. As you may know, Trust Lands are not public lands but are lands granted to the State of Utah by the United States for the sole mission of financially supporting Utah's public schools and other beneficiary institutions.

The Trust Lands Administration is required by Utah Code Section 53C-4-102 and Utah Administrative Rule R850-30-500 to advertise any potential sale, or lease, of its land for 30 days. Advertising the potential land transaction allows other interested parties, including conservation interests, to submit competing proposals. This competitive bidding process allows us to fulfill our constitutional mandate to maximize revenue for our beneficiaries.

The parcel was advertised in The Moab Times-Independent, the Moab Sun News, and the Salt Lake Tribune from approximately August 4 to September 22, 2022, a longer period than is required. After the extended advertising period, we received one bid from Under Canvas and have chosen to accept their proposal.

We believe Under Canvas can best utilize the challenging terrain on the parcel and address the concerns outlined in your letter. In addition, leasing this land to Under Canvas fulfills our fiduciary duty to the Permanent Trust. Under Canvas has been a beneficial lessee for our agency. They will have a minimal footprint on the land and have a history of operating in a way that makes the land easily reclaimed.

As you mentioned in your letter, the Trust Lands parcel located near Castleton does not fall within Castle Valley's incorporated town boundaries but is in the unincorporated area of Grand County. Therefore, any activity on the parcel will move through the standard procedures of Grand County's

planning and zoning authority. Under Canvas will also work with other local, state, and federal agencies with the jurisdiction to address many of the concerns mentioned in your letter.

Mr. Bryan Torgerson from our agency will attend one of your upcoming town council meetings and try to answer any questions or concerns you may have. In the meantime, if you have any further questions or needs, please don't hesitate to contact him in our Southeast Office at 435-259-7417.

Sincerely,

Chris Fausett
Managing Director
Surface Division
Utah Schools and Institutional Trust Lands Administration



To: State of Utah Trust Lands Administration Board of Trustees
Re: Proposed lease of SITLA parcel located in Castle Valley/ Project 82263
August 15, 2022

Hello,

The Town of Castle Valley received notice from a Grand County Commissioner of a proposed lease of SITLA property just south of our town limits. Though the parcel in question is not located within the Town of Castle Valley municipal boundary, it is located in our watershed, and we appreciate an opportunity to comment on the project. Given the current lack of information about the proposed residential lease, we feel SITLA should extend the comment period to local governments and interested parties until after the advertisement period is over and the chosen applicant is disclosed to the public. We understand that your process does not allow for full disclosure of project details until that time. Our preliminary comments below reflect that lack of information.

The Town of Castle Valley has invested considerable effort into the study of our watershed and aquifers and has been working with Utah Division of Water Rights (DWRi) to close the aquifer to any further appropriations. Also, the DWRi is currently limiting appropriations in this watershed area. Further, the Utah Division of Water Rights does have specific restrictions in some areas near the SITLA parcel, like Willow Basin, that further limit appropriation depending on water availability.

Existing senior water rights in the valley should be considered before any new development is accepted, including those of the Castle Valley Academy, the Castle Valley Irrigation Company and the Town of Castle Valley. Any development in the geographic area of Castle Valley has the potential to threaten the watershed and our EPA certified sole source aquifer. Also, the Colorado River Basin is closed to new large appropriations.

In addition to our concerns about the watershed, the wildlife in this area needs to be considered. This area is a seasonal migration route as well as a year-round habitat for mule deer, elk and bear. Also, the potential for habitat on surrounding US Forest Service land has been degraded by the long term "Extreme Drought" in which we find ourselves.

The fire danger associated with additional development also needs to be considered. Any development in this area would strain the resources of the all-volunteer Castle Valley Fire District. Response time to any fire incident would be more than 30 minutes and would likely be more than an hour for Moab City and Forest Service fire department responses. EMT response, which would originate in Moab, would be of a similar timeframe.

When full details are released, we will encourage the Utah Division of Water Rights, Forest Service, Bureau of Land Management, Rocky Mountain Power, Utah Open Lands and other stakeholders in the area to comment on this project. Many of the Castle Valley residents who worked on the land swap/land appropriation project around the Castleton Tower and Parriott Mesa in 2000 are still living in the valley and would be interested in participating in the outcome of this project.

To understand this project better, we would like an explanation of the parameters of "leasing" SITLA land vs. "purchasing" SITLA land. Thank you for confirming that SITLA will abide by Grand County's zoning decisions on this application, as was stated by Brian Torgerson at the Town of Castle Valley's Council July 20, 2022 meeting.

We would appreciate you including the Town of Castle Valley in notifications regarding this project so we can work further with you, the Grand County Planning Department and other stakeholders in the area.

Thank you for taking our comments,
Town of Castle Valley Mayor and Town Council

Jazmine Duncan, Mayor

Town of Castle Valley

Road Department

Monthly Report Nov. 2022

Dorje Honer

Dec. 11, 2022

ROAD MAINTENANCE

- Nothing to report at this time.

PROJECTS

- We have been working on solutions and documentation for Upper 80 Crossing.
  - Request for proposal for engineered solution for crossing,
  - Stream Alteration/NWP 32 Documentation.
- Equipment maintenance projects will begin shortly.
- Shop cleaning, workspace/storage redesign in progress.
- Backlot/material storage area cleared and re-organized..

MATERIALS

- We have received our yearly allotment of material, minus a small safety/cold-patch fund.

REQUISITIONS

- Hydraulic oil barrel.
- Oil catchment system. (On order)
- Lockout-tagout kit.

ACQUISITIONS

- Work Truck (Former Fire Dept. Vehicle)
- Loader Seals

EQUIPMENT

- Backhoe
  - 1000 Maintenance planned.
  - Tire repaired.
  - Brake concerns, 1000 hour maintenance may resolve.
  - Fuel gauge circuit failure.
  - Limited Range operational. (Brakes)
- Ford Dump Truck
  - Dump Bed/hydraulic failure, requires flush and refill of hydraulic oil.
  - Emergency use only. (Avoid damage to hyd. Pump)
- Loader
  - Seal replacement work planned shortly.
  - Emergency Use only. (Worsening leaks from seals (see above)
- Grizzly Rock Separator
  - Temporary mesh fix failed.
  - Redesign considerations (mesh/rails, interchangeable).
  - Inoperable. (Large holes in the middle)

FACILITIES

- Winterization is in progress, all critical items are done.

TRAINING

- Nothing to report at this time.

BUDGET

- We are currently within our budget for the year.

INCIDENTS & ACCIDENTS

- Nothing to report at this time.

WORK SCHEDULE

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

CSWA December Report

Mon 12/12/2022 12:20 PM
From: Diane Ackerman
To: Jocelyn, Jazmine Duncan
Cc: Bob O'Brien, Tory Hill, Harry Holland, Pamala Gibson

December 12, 2022

CV Town Council,

The Canyonlands Solid Waste Authority (CSWA) of Grand County has hired an Executive Director. Mike Kenerley will be coming from Charleston, SC and will start work at CSWA no later than end of January 2023!

While we have continued with smooth functioning both with collection & hauling and land filling the county's waste since April of this year without an Executive Director, we are looking forward to returning to the task of strategic planning for the future of this growing business.

Due to the cost of fuel and employee salaries, the district is in the process of updating fee schedules. I am told the district has not raised their rates since 2017. The public hearing is slated for Wed. Dec. 21, 2022. Attached are two charts Castle Valley Recycle and Trash 2022 rates and 2023 suggested adjustment.

I am unable to attend the CV town meeting on Dec. 21 and am submitting this report to Jocelyn to put on the agenda. Thanks Jocelyn!

Questions? The CSWA website is helpful to answer additional questions @ cswa.org

Diane Ackerman
Castle Valley representative
CSWA

Attachments:

- 2023 Proposed Grand Cnty Rural Sm Container Trash Fee Schedule.pdf
- 2023 Proposed Castle Valley Recycle Fee Schedule.pdf

RURAL LOCATIONS(Castle Valley, Thompson Springs, & La Sal)[PER MONTH] - Commercial Residential Pricing - Trash Recycle 2022

Commercial & Residential Srvs-Current 2022-Solid Waste Collection-RURAL LOCATIONS(Castle Valley, Thompson, & La Sal)[PER MONTH]										
Trash	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	6-x-Week	7-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Trash - Options are EOW (Single Cart)-Weekly (Single/Multiple Carts)					
65-GL - Trash Polycart	$ 5	$ 100	$ 26	$ 30	Commercial Trash Carts - Multiple Day Service (NOT AVAILABLE)					
95-GL - Trash Polycart	$ 5	$ 100	$ 30	$ 34						
Multiple Cart Pricing for each Additional Cart →			NA	$ 30	All Additional Carts are Charged the Same Rate Per Month as the Base Prices Shown.					
2-YD - Trash Container	$ 20	$ 100	$ 60	$ 75	$ 120	$ 182	$ 243	$ 307	$ 387	$ 482
Multiple Cart Pricing for each Additional Cart →			$ 51	$ 64	$ 102	$ 154	$ 207	$ 261	$ 329	$ 410
3-YD - Trash Container	$ 30	$ 110	$ 72	$ 90	$ 149	$ 223	$ 296	$ 370	$ 460	$ 566
Multiple Cart Pricing for each Additional Cart →			$ 61	$ 77	$ 126	$ 189	$ 252	$ 315	$ 391	$ 481
4-YD - Trash Container	$ 40	$ 120	$ 88	$ 110	$ 177	$ 262	$ 348	$ 435	$ 537	$ 656
Multiple Cart Pricing for each Additional Cart →			$ 75	$ 94	$ 150	$ 222	$ 296	$ 370	$ 457	$ 557
6-YD - Trash Container	$ 60	$ 140	$ 116	$ 145	$ 233	$ 343	$ 454	$ 369	$ 692	$ 836
Multiple Cart Pricing for each Additional Cart →			$ 99	$ 123	$ 198	$ 291	$ 386	$ 481	$ 589	$ 710
8-YD - Trash Container	$ 80	$ 160	$ 144	$ 180	$ 290	$ 427	$ 566	$ 704	$ 859	$ 1,030
Multiple Cart Pricing for each Additional Cart →			$ 122	$ 153	$ 246	$ 363	$ 481	$ 599	$ 731	$ 876

Commercial & Residential Servcles Rate Proposed for 2023-Solid Waste Collection - Grand Cty (Spanish & Moab Valley ONLY)[PER MONTH]										
Trash	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	6-x-Week	7-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Trash - Options are EOW (Single Cart)-Weekly (Single/Multiple Carts)					
65-GL - Trash Polycart	$ 6	$ 115	$ 29	$ 34	N/A	N/A	N/A	N/A	N/A	N/A
95-GL - Trash Polycart	$ 6	$ 115	$ 33	$ 38	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			NA	$ 33	All Additional Carts are Charged the Same Rate Per Month as the Base Prices Shown.					
2-YD - Trash Container	$ 23	$ 115	$ 69	$ 86	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 59	$ 74	N/A	N/A	N/A	N/A	N/A	N/A
3-YD - Trash Container	$ 35	$ 127	$ 83	$ 104	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 70	$ 89	N/A	N/A	N/A	N/A	N/A	N/A
4-YD - Trash Container	$ 46	$ 138	$ 101	$ 127	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 86	$ 108	N/A	N/A	N/A	N/A	N/A	N/A
6-YD - Trash Container	$ 69	$ 161	$ 133	$ 167	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 114	$ 141	N/A	N/A	N/A	N/A	N/A	N/A
8-YD - Trash Container	$ 92	$ 184	$ 166	$ 207	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 140	$ 176	N/A	N/A	N/A	N/A	N/A	N/A

Dollar Change from existing Rates										
Trash	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	6-x-Week	7-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Trash - Options are EOW (Single Cart)-Weekly (Single/Multiple Carts)					
65-GL - Trash Polycart	$ 1	$ 15	$ 3	$ 4	N/A	N/A	N/A	N/A	N/A	N/A
95-GL - Trash Polycart	$ 1	$ 15	$ 3	$ 4	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			NA	$ 3	N/A	N/A	N/A	N/A	N/A	N/A
2-YD - Trash Container	$ 3	$ 15	$ 9	$ 11	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 8	$ 10	N/A	N/A	N/A	N/A	N/A	N/A
3-YD - Trash Container	$ 5	$ 17	$ 11	$ 14	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 9	$ 12	N/A	N/A	N/A	N/A	N/A	N/A
4-YD - Trash Container	$ 6	$ 18	$ 13	$ 17	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 11	$ 14	N/A	N/A	N/A	N/A	N/A	N/A
6-YD - Trash Container	$ 9	$ 21	$ 17	$ 22	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 15	$ 18	N/A	N/A	N/A	N/A	N/A	N/A
8-YD - Trash Container	$ 12	$ 24	$ 22	$ 27	N/A	N/A	N/A	N/A	N/A	N/A
Multiple Cart Pricing for each Additional Cart →			$ 18	$ 23	N/A	N/A	N/A	N/A	N/A	N/A

Reload & Special PU	Bi-Weekly Thru 7x Week
Enter % change	Enter % change
0.150	0.125
0.150	0.111
0.150	0.111
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150

Grand County (Castle Valley ONLY)[PER MONTH] - Commercial & Residential Pricing Single-Stream Recycle 2022

Residential Services	Current 2022 - Solid Waste Collection -Grand County (Castle Valley)[PER MONTH]									
RECYCLE	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	1-x-Week	2-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Single-Stream Recycle Service is Every Other Week - Only				Multifamily	
95-GL - Recycle Polycart	$ 5	$ 10	$ 14	NA	NA	NA	NA	NA	NA	NA
Add to Base Rate For Each Additional Cart →			$ 12	NA	NA	NA	NA	NA	Additional Carts	
2-YD - Recycle Container	NA	NA	NA	NA	NA	NA	NA	NA	Trash =$18	Recycle +$12
Add to Base Rate For Each Additional Cart →			NA	NA	NA	NA	NA	NA		
3-YD - Recycle Container	NA	NA	NA	NA	NA	NA	NA	NA		
Add to Base Rate For Each Additional Cart →			NA	NA	NA	NA	NA	NA		
4-YD - Recycle Container	NA	NA	NA	NA	NA	NA	NA	NA		
Add to Base Rate For Each Additional Cart →			NA	NA	NA	NA	NA	NA		
6-YD - Recycle Container	NA	NA	NA	NA	NA	NA	NA	NA		
Add to Base Rate For Each Additional Cart →			NA	NA	NA	NA	NA	NA		
8-YD - Recycle Container	NA	NA	NA	NA	NA	NA	NA	NA		
Add to Base Rate For Each Additional Cart →			NA	NA	NA	NA	NA	NA		

At this time Single-Stream Recycling is only offereed every other week in Castle Valley

Commercial & Residential Services Rate Proposed for 2023-Solid Waste Collection - Grand County (Castle Valley ONLY)[PER MONTH]										
RECYCLE	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	1-x-Week	2-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Single-Stream Recycle Service is Every Other Week - Only				Multifamily	
95-GL - Trash Polycart	$ 6	$ 12	$ 16	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Add to Base Rate For Each Additional Cart →			$ 14	N/A	N/A	N/A	N/A	N/A	Additional Carts	
2-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Trash =$20	Recycle +$14
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
3-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
4-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
6-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
8-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		

At this time Single-Stream Recycling is only offereed every other week in Castle Valley

Dollar Change from existing Rates										
RECYCLE	Reload	Special Pickup	Every other Week (EOW)	1-x-Week	2-x-Week	3-x-Week	4-x-Week	5-x-Week	1-x-Week	2-x-Week
	Commercial Residential	Commercial Residential	⬇	⬇	Residential Single-Stream Recycle Service is Every Other Week - Only				Multifamily	
95-GL - Trash Polycart	$ 1	$ 2	$ 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Add to Base Rate For Each Additional Cart →			$ 2	N/A	N/A	N/A	N/A	N/A	Additional Carts	
2-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Trash =$20	Recycle +$14
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
3-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
4-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
6-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		
8-YD - Recycle Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Add to Base Rate For Each Additional Cart →			N/A	N/A	N/A	N/A	N/A	N/A		

Reload & Special PU	Bi-Weekly Thru 7x Week
Enter % change	Enter % change
0.150	0.125
0.150	0.125
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150
0.150	0.150

Town of Castle Valley

December 15, 2022

Grand County Commission,

Thank you for addressing the problem of take-offs and landings of motorized aircraft on public lands. We know this is not an easy subject.

The Town of Castle Valley has been impacted by aircraft for years. We all can see and understand why people want to fly here. It is undeniably an awe-inspiring place. What we also hear and understand is the impact of the noise generated by aircraft motors.

Our valley is only about 3 miles wide and engine noise reverberates and echoes from side to side. One para-glider can sound like three. There are now more private aircraft than ever before, including motorized paragliders and helicopters carrying sightseers and dropping off climbers and base jumpers. This trend will only continue.

Several years ago, we even had a small aircraft crash land on Parriott Mesa that was then hauled off with a helicopter. Now that the Canyonlands airport is fueling military aircraft, we have huge military planes and jets buzzing the valley and flying Ida Gulch to the river corridor.

Also, there is recent scientific analysis that shows that vibrations from aircraft can damage natural structures like our Castleton Tower and other delicate rock structures.

The Town has tried over the years to address this problem. Castle Valley currently has an unenforceable Ordinance 2004-4 that prohibits the take-off, landing and flight of powered ultralights and other aircraft. We have contacted the FAA, BLM and the Canyonlands airport director. We have been told nothing can be done unless we can get an identification number from the offending aircraft. That is almost impossible because the identification numbers can be so small and there are many aircraft to report.

One of our council members told this story after being asked to sign on this letter.

On one of my walks a couple of weeks ago I saw a helicopter circling Castleton Tower. As I continued walking, I heard what sounded like a loud drone and then saw a motorized paraglider loudly descending from the tower where he apparently had been dropped off by the helicopter. I walked to the edge of the ridge between the base of Castleton Tower and Adobe Mesa and saw that helicopter (with 4 crew cheering the paraglider) that had landed down in the canyon below (close to Mary Jane in Professor Valley). Even using binoculars, I could not see the numbers on the craft. I took a photo but it was too far away to make out details. A very fancy black copter with an unusual tail rotor.

This is just one of many encounters recently here in Castle Valley.

The Town of Castle Valley wants to assure the Grand County Council we are behind you in your efforts to curb this intrusion before it gets any worse.

Thank You,

The Castle Valley Town Council
Mayor Jazmine Duncan
Council Members; Pamela Gibson, Tory Hill, Harry Holland and Robert O'Brien.

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROPERTY LINES
EASEMENT AS SPECIFIED OR PUBLIC UTILITY EASEMENT (P.U.E.)
PROPERTY ADJOINING

PROP. CORNER FOUND
PROP. CORNER SET
MAG NAIL FOUND
MAG NAIL SET
BLOCK CORNER
SECTION CORNER MONUMENT

PROJECT TYPE
SUBDIVISION

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

DEVELOPER:
JAYNE BELNAP

DATE:
3/16/22

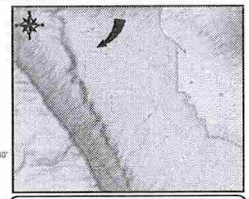
JOB NUMBER:
019-22

SHEET 1 OF 1

N
W E
S

80' 0' 80' 160'

SCALE: 1" = 80'



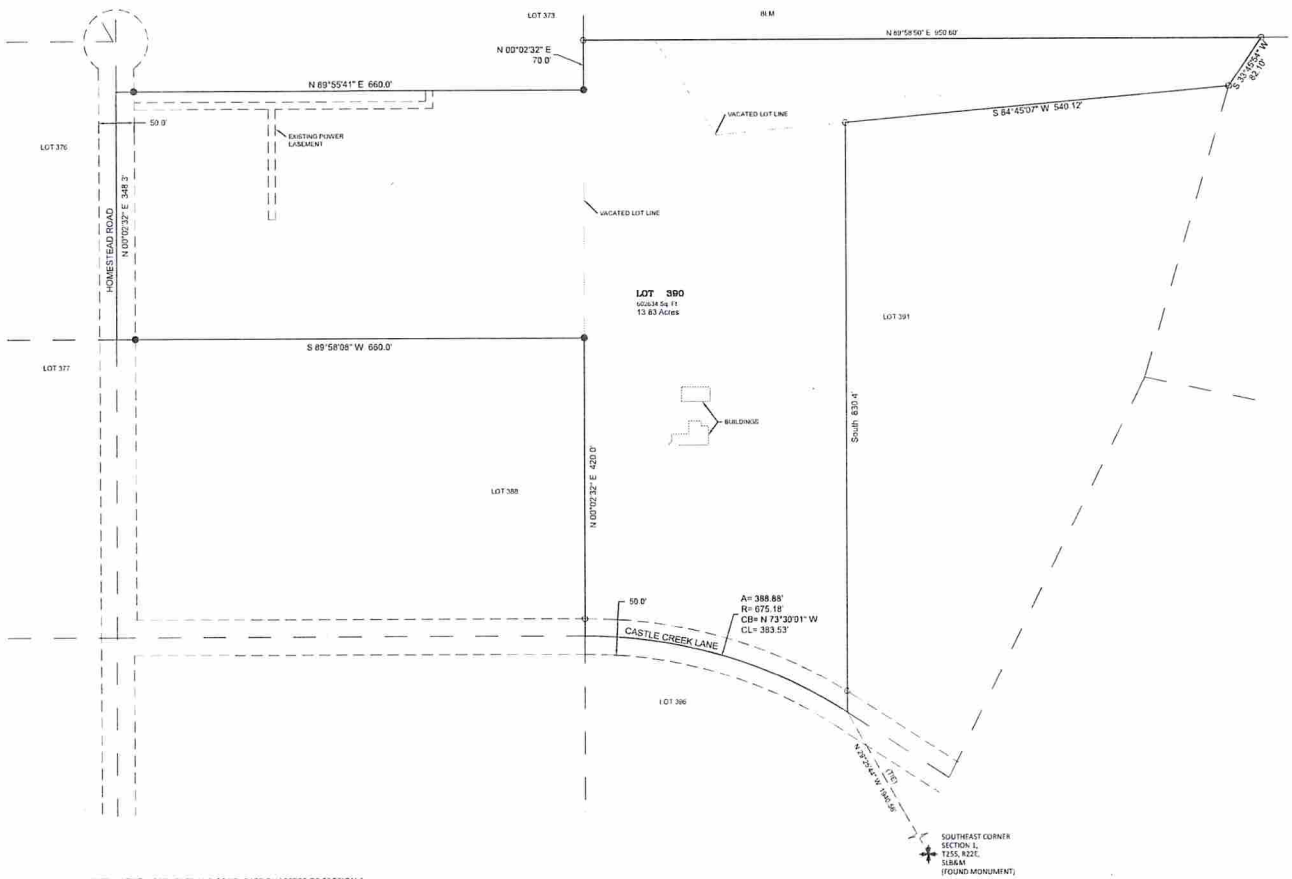
VICINITY MAP
NOT TO SCALE

FINAL PLAT OF

CASTLE VALLEY RIVER RANCHOS, LOTS 389 & 390 AMENDMENT II

AMENDING LOT 389, CASTLE VALLEY RIVER RANCHOS, LOTS 373 & 389 AMENDED, ALSO
AMENDING LOT 390 7 A PORTION OF LOT 372, CASTLE VALLEY RIVER RANCHOS

A SUBDIVISION LOCATED IN THE NORTHEAST AND SOUTHEAST
QUARTERS OF SECTION 1,
TOWNSHIP 25 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
CASTLE VALLEY, GRAND COUNTY, UTAH



A SUBDIVISION LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 1,
TOWNSHIP 25 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN
CASTLE VALLEY, GRAND COUNTY, UTAH

SURVEYOR NOTES

THE INTENT OF THE SURVEY IS COMBINE LOT OWNERSHIP INTO ONE LOT.

5/8" X 24" REBAR WITH SURVEY CAP TO BE PLACED AT ALL LOT CORNERS. CAP SHALL INCLUDE THE BUSINESS NAME OR "PLS." FOLLOWED BY THE LICENSE NUMBER OF THE SURVEYOR IN CHARGE. OFF-SET PINS TO BE PLACED IN THE TOP OF THE CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS.

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as CASTLE VALLEY RIVER RANCHOS, LOTS 389 & 390 AMENDMENT II and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake — DATE
License No. 7540504

LEGAL DESCRIPTION

Commencing at the southeast corner of Section 1, Township 25 South, Range 22 East, Salt Lake Base and Meridian thence North 29°25'44" West 1940.56 feet to the point of beginning, said point being the southeast corner of Lot 390, Castle Valley River Ranchos as recorded in the office of the Grand County Recorder, and running thence with a curve having a radius of 675.18 feet, to the left with an arc length of 388.88 feet, (a chord bearing of North 73°30'01" West 383.53 feet); thence North 00°02'32" East 420.00 feet to the northeast corner of Lot 388, Castle Valley River Ranchos; thence South 89°58'08" West 660.00 feet; thence North 00°02'32" East 348.30 feet; thence North 89°55'41" East 660.00 feet; thence North 00°02'32" East 70.03 feet to the northwest corner of Lot 390, Castle Valley river Ranchos; thence North 89°58'50" East 950.60 feet; thence South 33°45'54" West 82.10 feet; thence South 84°45'07" West 540.12 feet; thence South 830.40 feet to the point of beginning, having an area of 602,634 square feet, 13.83 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as CASTLE VALLEY RIVER RANCHOS, LOTS 389 & 390 AMENDMENT II and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements (and private roads) shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

JAYNE BELNAP — STEVEN JAY ANDERSON

JAYNE BELNAP, MANAGING MEMBER MRCOA, LLC — STEVEN JAY ANDERSON, MANAGING MEMBER MRCOA, LLC

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S

ON THE _____ DAY OF _____ 2022, PERSONALLY APPEARED BEFORE ME, JAYNE BELNAP & STEVEN JAY ANDERSON WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S

ON THE _____ DAY OF _____ 2022, PERSONALLY APPEARED BEFORE ME, JAYNE BELNAP & STEVEN JAY ANDERSON, AS MANAGING MEMBERS OF MRCOA, LLC, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

CASTLE VALLEY CITY COUNCIL

PRESENTED TO THE CASTLE VALLEY CITY COUNCIL THIS _____ DAY OF _____ 20_____ SUBDIVISION APPROVED.

CITY CLERK — MAYOR, CASTLE VALLEY CITY

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

Town of Castle Valley Home/Premises & Nonpermanent CUP renewals for 2023 (as of 12/14/22)

						Renew	Biz lic
	HPO CUPs						
43	Lazaris Lane West	Leta Vaughn	Home Occupation	Architectural desi/drafting & Handyman services	Red River Dwellings	√	√
53	Lazaris Lane East	Andrea Martin	Home Occupation	Landscaping, excavation, fire mitigation, etc.	Abajo Earthworks, LLC	√	√
54	Lazaris Lane East	Deb/George Holling	Home Occupation	Fudge production for wholesale & online sales	Farmhouse Fudge Inc.	√	
54	Lazaris Lane East	Deb/George Holling	Home Occupation	Computer Modeling	Electric Drivetrain Tec	√	
124	Pace Lane West	Colleen Smith	Premises Occupation	on-line vest sales	PatchVest.com	√	√
153	Buchanan Lane East	Egmont Honer	Premises Occupation	Design/sales of electronic precision instruments	Metric Works LLC	√	√
157	Buchanan Lane East	Jeff Johnston	Premises Occupation	Construction	JRJ Construction LLC	√	√
161	Buchanan Lane West	Jazmine Duncan	Home Occupation	On-line sales	The Attic Shelves	√	
161	Buchanan Lane West	Jazmine Duncan	Home Occupation	Home office	Skate Moab LLC	√	√
164	Buchanan Lane West	Mitch Stock	Home Occupation	Construction office	Round Mtn. Builders, LLC	√	√
219	Miller Lane West	Mitchell May	Premises Occupation	Office	Synergy	√	
280	Pope Lane East	Erik Secrist/Darin Menlove	Premises Occupation	Cheesemaking/ag wholesale	Castle Valley Creamery	√	
328	Castle Valley Drive	David Erley	Home Occupation	Consulting	Castle Rock Consulting	√	√
373	Homestead Road	Randy Jorgen	Premises Occupation	Sculpture		√	
387	Castle Creek Lane	Jason/Ali Matz	Premises Occupation	Landscaping, construction, welding	Castle Rock Property Mgmt	√	
387	Castle Creek Lane	Alison Fuller	Home Occupation	herbal products	Sister Root Medicinals	√	
391	Castle Creek Lane	Sam Welch	Premises Occupation	Gun engraving	Sam Welch Gun Engraving	√	√
411	Cliffview Drive	Kelly Michaud	Home Occupation	massage therapy	Shift Structural Integration	√	
413	Cliffview Drive	Michael Dunton	Premises Occupation	Sculpture workshop	Michael Ford Dunton Studio	√	
418	Cliffview Drive	Paul Smyth	Premises Occupation	Psychotherapy	Paul A. Smyth, Ph.D.	√	√
436	Rimrock Lane	Ken & Alice Drogin	Premises Occupation	Plant nursery & irrigation supplies	Canyon Nursery	√	√
	Biz License Only (no CUP)						
424	Amber Lane	Slottsdal Property LLC (Scott Osumi)	Special contract	B&B	Castle Valley Inn	n/a	√
	Nonpermanent CUPs						
54	Lazaris Lane	HF Holdings Inc.	Nonpermanent CUP	Exclusionary fence		√	
55	Lazaris Lane	HF Holdings Inc.	Nonpermanent CUP	Exclusionary fence		√	
328	Castle Valley Drive	David Erley	Nonpermanent CUP	Windmill	Pond aeration	√	
	Discontinued CUPs						
166	Buchanan Lane West	Steve Walker (renter)	Home Occupation	Entertainment & event consulting	Radio Contraband		
373	Homestead Road	Kaaron Jorgen	Home Occupation	Portraiture			
373	Homestead Road	Randy Jorgen	Home Occupation	Editor, writer			
400	Cliffview Drive	Dave Wagstaff	Premises Occupation	Construction	Dave Wagstaff Construction		

Town of Castle Valley Business license renewals for 2023

#	Street	Biz owner	Biz description	Biz name	Biz lic
43	Lazaris Lane West	Leta Vaughn	Architectural desi/drafting & Handyman services	Red River Dwellings	√
53	Lazaris Lane East	Andrea Martin	Landscaping, excavation, fire mitigation, etc.	Abajo Earthworks, LLC	√
124	Pace Lane West	Colleen Smith	on-line vest sales	PatchVest.com	√
153	Buchanan Lane East	Egmont Honer	Design/sales of electronic precision instruments	Metric Works LLC	√
157	Buchanan Lane East	Jeff Johnston	Construction	JRJ Construction LLC	√
161	Buchanan Lane West	Jazmine Duncan	Home office	Skate Moab LLC	√
164	Buchanan Lane West	Mitch Stock	Construction office	Round Mtn. Builders, LLC	√
328	Castle Valley Drive	David Erley	Consulting	Castle Rock Consulting	√
391	Castle Creek Lane	Sam Welch	Gun engraving	Sam Welch Gun Engraving	√
418	Cliffview Drive	Paul Smyth	Psychotherapy	Paul A. Smyth, Ph.D.	√
436	Rimrock Lane	Ken & Alice Drogin	Plant nursery & irrigation supplies	Canyon Nursery	√
424	Amber Lane	Slottsdal Property LLC (Scott Osumi)	B&B	Castle Valley Inn	√

Town of Castle Valley

PURCHASE REQUISITION & PURCHASE ORDER

SUPPLIER		APPROVAL	
Name: Interwest Safety Supply		PO #: 008-12202022	PO Issue Date: 12/20/22
Phone:	Fax:	Department: Roads	
Contact:		Requested By: Doge Honer	Date: 12/20/22
Required By Date:		Approved By:	Date:

Item / Quote / Part #	QTY	UOM	Acct #	Eqt #	DESCRIPTION	UNIT PRICE	EXTENDED
SB48BU-RCA	2	EA			Retroreflective ROAD CLOSED	148.08	296.16
3408-DGL-Drill-kit	2	EA			Barricades	272.69	545.38
M4-8-DG-080-24x12	2	EA			Detour Signs	26.07	52.13

Notes:

Total: $893.67

AN ORDINANCE ENTERING INTO AN AGREEMENT GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power (or "Company"), is a regulated public utility (also known as an "energy supplier") that provides electric power and energy to the citizens of the Town of Castle Valley (the "Town") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the Town;

WHEREAS, the Town, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for its use;

WHEREAS, the Town desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the Town;

NOW, THEREFORE, be it ordained by the Town that it enters into the following agreement with the Company:

SECTION 1. Grant of Franchise and General Utility Easement. The Town grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including Town parks, buildings or other spaces not associated with Town-owned rights-of way (collectively referred to as "Public Ways") within the Town, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the Town and persons and corporations beyond the town limits.

SECTION 2. Term. The term of this agreement granting a franchise and general utility easement is for **(20) years** commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Prior to the Town presenting this Ordinance to the Town Council, Rocky Mountain Power shall sign this agreement. The Town, upon passage of the Ordinance, shall file the Ordinance with the Town Recorder otherwise the Ordinance and the rights granted in it shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the Town shall be nonexclusive and the Town reserves the right to use the Public Ways for itself or any other entity that provides service to Town residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. Town Regulatory Authority. In addition to the provision contained in this Ordinance, the Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or Town Ordinance.

SECTION 6. Indemnification. The Town shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the Town, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought against the Town. The Town shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the Town seeks indemnification; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision in this agreement to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the Town or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of Town Limits. Upon the annexation of any territory to the Town, the rights granted in this agreement shall extend to the annexed territory to the extent the Town has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall be subject to all of the terms of this agreement.

7.2 Notice of Annexation. When any territory is approved for annexation to the Town, the Town shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the Town's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center

Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake Town, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this agreement shall be used, constructed, and maintained in accordance with applicable federal, state and town laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the Town as may be required by the Town's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the Town, and the Town may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the Town and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Town.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the Town) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by Town ordinance.

8.6 The Town shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for Town wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the Town for a public purpose and shall not include the provision of CATV,

internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability, nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the Town shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing in this agreement shall be construed to require Rocky Mountain Power to increase pole size or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. Town attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, Town attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the Town's expense, such attachments to ensure compliance with this Section 8.6 and to require the Town to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the Town. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the Town of such work by written notice and shall allow the Town, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the Town will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the Town shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The Town reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the Town. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the Town shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the Town.The Town shall assign or otherwise transfer to Rocky Mountain Power all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall

not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the Town approves any new subdivision and before recordation of the plat, the Town shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
400 N 100 W
Moab UT 84532

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. No vegetation inhibitor will be used within Town limits without notifying the Town prior to use. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this agreement, Rocky Mountain Power and the Town either shall agree to extend the term of this agreement for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement agreement. Rocky Mountain Power shall have the continued right to use the Public Ways of the Town as set forth herein in the event an extension or replacement agreement is not entered into upon expiration of this agreement.

SECTION 13. No Waiver. Neither the Town nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this agreement to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations, unless the Town shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage. pledge, hypothecate or otherwise transfer without consent its interest in this agreement to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or

(iii) has obligations under or with respect to letters of credit, banker's acceptances and similar facilities or in respect of guaranties.

SECTION 15. Amendment. At any time during the term of this agreement, the Town through its Town Council, or Rocky Mountain Power may propose amendments to this agreement by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this agreement shall be effective until mutually agreed upon by the Town and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified in this agreement, all notices from Rocky Mountain Power to the Town pursuant to or concerning this agreement shall be delivered to the Town Recorder's Office. Unless otherwise specified in this agreement, all notices from the Town to Rocky Mountain Power pursuant to or concerning this agreement shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 1438 West 2550 South, Ogden, Utah, 84401, and such other office as Rocky Mountain Power may advise the Town of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision of this agreement is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which will remain in full force and effect for the term of this agreement or any renewal or renewals.

SECTION 18. Governing Law.

This agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this proposal shall be instituted in the Superior Court of the County of Grand, State of Utah, or any other appropriate court in such county, and the parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit. Additionally, any documents provided to the Town are governed by the Utah Government Records Access and Management Act.

SECTION 19. No Waiver of Governmental Immunity.

The Town advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative

enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the Town under this proposal are expressly limited to the amounts identified in the Act. Further, nothing in this cooperative agreement shall be deemed to abrogate or waive any immunity possessed by the Town, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

Signed by Rocky Mountain Power

Printed Name: _____

Title: _____
Rocky Mountain Power

Date: _____

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Castle Valley Utah this ____ day of _____, 2022.

Aye:
Nay:
Absent:

_____

Jazmine Duncan, Mayor

ATTEST:

_____
Jocelyn Buck, Town Clerk