



## MORGAN COUNTY COMMISSION MEETING AGENDA

**August 19<sup>th</sup>, 2025**

### **5:00 REGULAR MEETING**

*PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.  
Commission Chair Wilson may attend remotely*

#### **5:00 COMMENCEMENT OF MEETING**

##### **(A) Opening Ceremonies**

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Fackrell**
3. Pledge of Allegiance

##### **(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from August 5<sup>th</sup>, 2025.
2. Approval of an Interlocal agreement for the provision of Technical Forensic Services by Weber County.
3. Approval of **Resolution CR 25-38** the IT: Acceptable Use Policy update (last version approved 9/15/2023)
4. Approval of **Resolution CR 25-39** the IT: Access Control Policy update (last version approved 9/15/2023)
5. Approval of **Resolution CR 25-40** the IT: Cybersecurity Incident Response Plan update (replacing CR 24-23 from 9/17/2024)
6. Approval of **Resolution CR 25-41** the IT: Media Sanitation and Destruction Policy (new)
7. Approval of **Resolution CR 25-42** the IT: Physical Protection Policy (new)
8. Approval of **Resolution CR 25-43** the IT: Privacy, Pii, and Data Retention Policy (last version approved 09/17/2024)
9. Approval of **Resolution CR 25-44** the IT: Privacy and Data Retention Policy update (replacing CR 24-42)
10. Approval of **Resolution CR 25-45** the IT: Patch Management Policy (new)
11. Approval of **Resolution CR 25-46** the IT: Remote Work Policy update (last version approved 9/17/2024)
12. Approval of **Resolution CR 25-47** the IT: Security Awareness and Training Policy (new)
13. Acknowledgement of the 2025 Cooperative Wildfire System Policy and Procedures Manual in compliance with Morgan County's agreement with CWS as outline in Utah Administrative Code R652-1-200.
14. Approval of an Interlocal Cooperation Agreement for Cooperative Borrowing between Morgan and Weber County Libraries.
15. Approval of **Resolution CR 25-36** appointing the **Hon. Leslie Hyde** as Chief Administrative Officer over County Records, **Kimberly Payne** as Chief Administrative Officer over Attorney Records, **Kylie Earl** as Chief Administrative Officer over Sheriff's Records, and **Jeremy Archibald** as Chief Administrative Officer over Privacy.

##### **(C) Commissioner Declarations of Conflict of Interest**

##### **(D) Public Comments** (please limit comments to 3 minutes)

##### **(E) Presentations**

## MORGAN COUNTY COMMISSION MEETING AGENDA

### (F) Action Items

1. **Blair Gardner** – Discussion/Decision – Citizen Request  
Transfer and assumption of Lease Hangar CC-5
2. **Hon. Shaun Rose** – Discussion/Decision – Morgan County Recorder  
Request for approval to increase the record of survey filing fee from \$20 to \$30 per sheet.
3. **Hon. Janell Walker** – Discussion/Decision – Morgan County Assessor  
Request to modify a part-time administrative position to full-time.
4. **Lydia Hebdon** – Discussion/Decision – Morgan County Recreation Director  
Request to modify a part-time position to full-time.
5. **Hon. Garrett Smith** – Discussion/Decision – Morgan County Attorney  
Discussion and decision on reallocating grant funding.
6. **Josh Cook** – Discussion/**Public Hearing**/Decision – Morgan County Planning & Zoning  
**The Ranch Rezone** – Request to rezone property from a split designation of Rural Residential (RR-5) and Agriculture (A-20) to Rural Residential (RR-5) completely and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely. The property is identified as parcel number 00-0093-6495 and serial number 01-RINDLEA-0006-A4 and is located at 2272 West Chrys Lane in unincorporated Morgan County.
7. **Hon. Morgan County Commission** – Discussion/Decision – UTIA Membership  
Discussion and decision on membership with the Utah Tourism Industry Association
8. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager
  - a. Discussion and decision on a budget adjustment for opioid expenditures
  - b. Discussion and decision on a budget adjustment for expending Fire Impact Fee monies
  - c. Discussion and decision on a budget adjustment for expending EMS Impact Fee monies
9. **Kate Becker** – Discussion/Decision – Morgan Administrative Manager  
Request by 4H Extension and FFA to clarify Fairgrounds Deposit Fee Requirement

### (G) Commissioner Comments

- |                         |                           |
|-------------------------|---------------------------|
| • Commissioner Blocker  | • Commission Vice-Chair   |
| • Commissioner Newton   | Nickerson                 |
| • Commissioner Fackrell | • Commission Chair Wilson |

The undersigned does hereby certify that the above notice and agenda were posted as required by law the 15th day of August 2025.



Kate Becker – Morgan County Administrative Manager

#### **\*Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

**If you want to participate virtually in any public comment listed on this agenda, you need to contact**

**[Jeremy@morgancountyutah.gov](mailto:Jeremy@morgancountyutah.gov) at least 24 hours before the scheduled meeting.**



## MORGAN COUNTY COMMISSION MEETING MINUTES

**August 5<sup>th</sup>, 2025**

**4:00 WORK SESSION**

**5:00 REGULAR MEETING**

*PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.*

### **COUNTY COMMISSION**

Commission Chair Matthew Wilson  
Commission Vice Chair Vaughn Nickerson  
Commissioner Raelene Blocker  
Commissioner Mike Newton  
Commissioner Blaine Fackrell

### **OTHERS IN ATTENDANCE**

Debbie Sessions  
Tina Kelley

### **OTHER EMPLOYEES**

IT Director Jeremy Archibald  
Deputy Clerk/Auditor Katie Lasater  
Clerk/Auditor Leslie Hyde  
Administrative Manager Kate Becker (CAM)  
County Attorney Garrett Smith  
Sheriff Corey Stark  
Recorder Shaun Rose  
Library Director Erin Bott  
Airport Manager Joe Garfield

## **4:00 WORK SESSION**

### **1. Casey Basaker, Employee Performance Appraisals**

- a. Recommended updates to the Employee Performance Appraisal Form
- b. Recommended Performance Appraisal Form for Department Heads
  - The CAM introduced this with a focus on updates to employee performance evaluations, now including metrics like initiative and coaching, with a new deadline of August 15 to ensure budget items are set up.

### **2. Hon. Shaun Rose, Work Session on new County Record Search Portal**

- The Recorder introduced this stating the Morgan County search portal, developed in four months with Medici, allows public access to recorded documents, reducing reliance on other counties. The portal charges \$1 per page for document downloads, with a subscription tier for title companies. Historical documents will be digitized, and new digital ownership maps will improve accuracy and efficiency. The importance of section corners for property records was emphasized, with plans to digitize and make them accessible online.

## **5:00 COMMENCEMENT OF MEETING**

### **(A) Opening Ceremonies**

1. Welcome: Chair Wilson
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Newton**
3. Pledge of Allegiance: Commissioner Newton

### **(B) Consent Agenda Items**

1. Approval of the Morgan County Commission Minutes from July 15<sup>th</sup>, 2025.
2. Approval of an agreement with the Utah Courts for bailiff services.

## MORGAN COUNTY COMMISSION MEETING MINUTES

3. Approval of **Resolution CR 25-35** appointing Lindsey Hunt to the Library Board of Trustees
4. America 250 Stipend Request and approval of use agreement
5. Approval of an Ag Lease Agreement for County range ground at the Fairgrounds
6. Bill of Sale for transfer of WPR-RFD equipment to Morgan County
7. Notice of Statewide Stage 2 Fire Restriction Order 2025

**Commissioner Blocker moved to move items 1,2,3,4,5 and 7 and move item 6 to action item F2.**

**Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **(C) Commissioner Declarations of Conflict of Interest**

- Chair Wilson has a conflict with item F3 as he has done work for Buster Delmonte.

### **(D) Public Comments** (please limit comments to 3 minutes)

- Cindy Carter addressed the Commission stating approximately 90% of the local range land is leased, and those leasing the land are generally unable to afford fencing. The landowners also do not wish to install fencing. Given this, she expressed full support for a fence-out policy, emphasizing its importance in preserving the rural character of the area and supporting local ranchers. She referenced personal experience building a shared fence with a neighbor adjacent to range land and acknowledged a previous policy or measure that was passed but not easily located. She offered assistance in advancing this issue and noted that others share similar concerns.

### **(E) Presentations**

### **(F) Action Items**

#### **1. Hon. Shaun Rose – Discussion/Decision – Morgan County Recorder**

Request to abate back taxes on erroneous parcel 00-0069-2199

- a. The Recorder introduced this stating approval is being requested to abate the back taxes on a parcel that should not exist. The property was deeded to the LDS Church in 2015, but the parcel was never officially deleted from the records. Abating the taxes will allow for the necessary deletion of the parcel.

**Commissioner Newton moved to approve the abatement of taxes of parcel 00-0069-2199 in the amount of \$53.90 plus accrued interest.**

**Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.



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### 2. Mountain Green Fire Protection District – Discussion/Decision – Entity Request

The Mountain Green Fire Protection District and the Morgan City/County Fire Department would like to perform a Live Fire Demonstration of the activation of a residential sprinkler system. This demonstration aims to help policymakers understand how these systems function in the event of a structure fire and why they are necessary in areas with limited or no water supplies for fire suppression, for life safety, and property conservation.

- a. Bill of Sale for transfer of WPR-RFD equipment to Morgan County (Consent agenda item moved)
  - i. The Mountain Green Deputy Fire Chief Golden Barrett gave a live presentation on the impact of sprinkler systems on life safety and fire suppression.
  - ii. Commissioner Nickerson raised a question regarding the implementation of the adopted state code, specifically whether there are alternative options to installing a sprinkler system for properties over 3,600 square feet. He inquired if the code allows for flexibility, such as offering acceptable alternatives, or if a sprinkler system is mandatory once the size threshold is exceeded.
  - iii. Golden clarified that efforts are made to work collaboratively with homeowners during the design process to incorporate fire safety measures, such as firewalls and structural separations. However, there are limitations when homeowners have specific design preferences, which can restrict the extent of safety features that can be implemented.
  - iv. The Commission and the CA discussed the bill of sale transfer, the CA gave his changes that he reviewed and updated.

**Commissioner Nickerson moved to approve the bill of sale transfer of the WPR RFD equipment to Morgan County with the correction noted by the CA.**

**Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### 3. Buster Delmonte – Discussion/Decision – Citizen Request

Discussion and decision on a request for County contribution towards removing of overburden at the airport.

- a. Chair Wilson introduced this, he provided the bill that Buster paid moving the overburden at the airport.
- b. Commissioner Blocker expressed discomfort with reimbursing Buster the full \$65,000.
- c. Commissioner Newton suggested a \$9,000 reimbursement, reflecting the fees Buster paid.

**Commissioner Newton moved to approve \$9,000 to be paid to 9Line Holdings LLC from general fund, transferred to Fund 38, and paid from the Airport Building and Grounds account 38-4550-260.**

**Seconded by Commissioner Nickerson**

VOTE:

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Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker NAY

Commission Vice Chair Nickerson AYE

Commissioner Fackrell NAY

The Vote was 2 NAY, 3 AYE. The Motion passed.

### **4. Morgan County Airport Board – Discussion/Decision – Airport Recommendations**

- a. Transfer and assumption of Lease Hangar FF1
- b. Transfer and assumption of Lease Hanger DD3
- c. Request to lease privately improved tie down space in front of hangar FF1
- d. Request for RFP publication and matching funds for airport berm improvements
  - i. The CA stated the lease for hangar FF1 is not being formally transferred, as no assignment form was used. Instead, the original lessee is entering into a new lease under an LLC rather than as an individual. The revised lease, effective May 6, 2025, maintains the same terms and timeline, adjusted to a 26-year term instead of the original 30 years, aligning with the later start date. The lessee will continue paying the same fees, now structured under the LLC. The lease includes a 3% annual increase based on the 2021 base rate, rather than specifying the exact decimal rate. Additionally, the lease allows for a potential adjustment to the rent every five years based on the CPI, subject to Commission consideration.
  - ii. The CA clarified that the assignment and assumption form for DD3 has been completed and submitted correctly. The form, which was created by staff, was properly filled out and submitted to the appropriate individual. It has already been reviewed and signed, and now only requires formal approval and the county's signature to be finalized.
  - iii. The CA recommended against approving a proposed lease for a private tie-down at the airport, despite the airport advisory board's favorable recommendation. His concern is that leasing hard surface space, something not previously done, would grant exclusivity, allowing the lessee to restrict public access at a public airport. He noted that existing arrangements, such as those with Buster on the commercial side, preserve county control over tie-downs to avoid competition with county-owned spaces and ensure public accessibility. Leasing the hard surface would also increase county maintenance responsibilities, such as snow removal. He suggested either maintaining this consistent policy or referring the matter back to the airport advisory board for further discussion, where they could explain their concerns directly.
  - iv. The Commission discussed the lease for FF1 and the potential for a private tie-down at the airport, with concerns about exclusivity and maintenance.
  - v. The CA and the Commission discussed the RFP, they discussed a \$44,000 grant for berm improvements. Updated estimates would exceed the grant amount, prompting consideration of issuing an RFP and identifying additional funds. Suggestions included seeking contributions from other groups before committing county funds, adjusting project scope to stay within budget, and specifying drought-tolerant, potentially native plants to address water shortages. They also agreed on ensuring landscaping is consistent with existing future airport designs and

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including a one-year warranty. The consensus was to proceed with the RFP, with the commission deciding on any additional funding at the time of award.

**Commissioner Fackrell moved to approve the transfer and assumption of the lease hanger DD3 in accordance with the terms outlined in the lease agreement, including the updated rental payments and all associated provisions.**

**Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

**Commissioner Fackrell moved to reject the request to lease privately improved tie down space in front of hangar FF1.**

**Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

**Commissioner Blocker moved to approve the airport recommendation of the transfer and assumption of leasing hangar FF1.**

**Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **5. Hon. Garrett Smith – Discussion – Morgan County Attorney**

Discussion on allowable uses of County property for events; Specifically, the Airport

- a. The CA provided clarification stating three separate groups have recently inquired about holding events at the airport. Under the current airport code, event organizers must obtain county commission approval and submit their request to airport management at least 60 days before the event. Certain activities, such as test driving on the runway, are expressly prohibited, and events cannot disrupt normal airport operations. While questions may be raised about whether the code should be revised, any changes, particularly those involving the airport, should be approached cautiously to allow time for thorough research, including review of FAA regulations, to ensure compliance with all federal and state requirements.
- b. Commissioner Newton expressed openness to hosting events that are aeronautically related; however, he does not consider activities such as car shows, taxi runway test drives, or similar non-aeronautical uses to be an appropriate use of the airport.

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- c. The CA stated that the airport code requires prior written approval from the county commission for events, with requests submitted at least 60 days in advance. A recent request for an October 3 event meets that timeline and will proceed through the airport advisory board with recommendations from airport management. The code also requires liability insurance, possible conditional use permits, and limits non-aeronautical businesses to those that serve and support the airport and flying community. A combined car and plane show could qualify under this provision, provided it benefits the aviation community. To avoid taxpayer subsidization, the Commission discussed charging a rental fee or requiring participants to contribute to airport upkeep, such as berm maintenance. Additional requirements include compliance with all statutes, holding a business license, and potentially sharing revenue with the county for property use or advertising. Future requests will be evaluated against these code provisions, refining the process as experience is gained. The full code is available in the meeting packet and on the county website.
- d. The CA will work on a text amendment with Commissioner Blocker and Commissioner Nickerson and the Airport Advisory Board to allow certain events at the airport.

**No motion made, staff given direction.**

### **6. Josh Cook – Discussion/Decision – County Planning & Zoning**

Discussion and awarding of the RFP for the County's General Plan to Planning Outpost

- a. Planning Director introduced this to the Commission stating staff issued an RFP approximately four months ago and received two responses. After reviewing the proposals and interviewing both respondents, staff determined that Planning Outpost would best meet the county's needs for a general plan rewrite. The firm also submitted the lowest bid. He is requesting approval to sign the consulting services contract so work can begin.
- b. Commissioner Nickerson inquired about outstanding area plans and their inclusion in the general plan.
- c. Planning Director clarified that previous area plans were not comprehensive and hopes for more detailed area plan chapters.
- d. The Commission discussed the importance of public meetings and the need for consistent representation of all areas, as well as the importance of incorporating all area plans.
- e. Valerie Claussen, owner of Planning Outpost in South Ogden, introduced her firm and project team, which includes Zions Municipal Finance, JUB Engineers, and Downtown Redevelopment Services. With over 20 years of planning experience in both public and private sectors, she emphasized the team's local presence, depth in economic development, infrastructure, and design, and their enthusiasm for working with Morgan County on this project.

**Commissioner Newton moved to approve and award the bid to Planning Outpost for the County General Plan Update.**

**Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **7. Kate Becker & Josh Cook – Discussion/Decision – Morgan County Planning & Zoning**

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Prioritization of outstanding code text amendments.

- a. The Planning Director provided an update on various text amendments and ordinances in progress, including food trucks, cargo containers, and geo hazards.
- b. The Commission discussed the finalization of the text amendments and the need for further meetings and consultations. The Commission also mentioned the importance of a sign code overhaul as well.

**No motion, discussion only.**

**8. Kate Becker – Discussion/[Public Hearing](#)/Decision – Morgan Administrative Manager Ordinance CO 25-05 Discussion and approval of an ordinance providing for the control of Noxious Weeds within the County and the establishment of a County Weed Board.**

- a. The CA introduced this stating this item has been reviewed multiple times to ensure compliance with search and seizure provisions and to confirm, in coordination with the Public Works Director, that all necessary licensing is in place for outlined activities. The primary revision clarifies that the County Weed Control Board will function as an advisory body to the County Commission, rather than serving as the final decision-making authority.
- b. Commissioner Newton asked for clarification on in section two, subsection B, clarification is needed to ensure the language does not imply that the advisory board has authority to direct the county weed control supervisor's specific actions or allocate their time. While the board may provide recommendations, it should be clear that final direction to county employees remains with appropriate county leadership.
- c. The CA agreed that direction to the county weed control supervisor should follow the established chain of command, with the Public Works Director as the direct supervisor, reporting to the CAM, who in turn reports to the Commission.
- d. The CA also recommended to keep weed control enforcement under the existing county code and compliance officer, avoiding a separate process. Work beyond the right-of-way should be done by licensed contractors to meet state requirements and limit liability. The changes streamline procedures under one code to reduce confusion and extend the compliance period from five days to the county's standard 10–40 days.
- e. Commissioner Fackrell expressed concerns about the county entering private property without permission. The CA explained that changes to the ordinance would require written permission before entering the property.
- f. The CA provided more clarifications on changes and updates he made.

**Commissioner Newton moved to close public meeting and hold public hearing.**

**Seconded by Commissioner Nickerson**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

- Cindy Carter addressed the Commission stating her main concern is that the railroad, a major contributor to the problem, does not address it despite being a significant spreader of weeds. While not opposed to the proposal, there is uncertainty about how to hold the railroad accountable, as most other property owners manage the issue through their own means.

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**Commissioner Newton moved to close public hearing and reconvene public meeting.**

**Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

- The CAM addressed public comment stating that efforts are underway to coordinate with the railroad, which has been difficult to reach. Ongoing discussions address multiple issues, including trail projects and noxious weed control. In other counties, agreements have been established for the railroad to pay for spraying services, and similar arrangements are being pursued here.

**Commissioner Newton moved to approve Ordinance CO 25-05 with the updates from the evening's meeting, and with a request to recodify it under Section 33.085 of the county code.**

**Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **9. Hon. Garrett Smith – Discussion – Morgan County Attorney**

#### **Discussion / Clarification on Fence In / Fence Out in the Morgan County Code**

- a. The CA introduced this stating that following a review of prior research from the Deputy Attorney, it was clarified that the state follows a “fence in” policy, not “fence out” as previously stated. Commissioner Fackrell also noted that county code (Section 150.5.425) requires developers of new non-agricultural projects adjacent to agricultural areas to install and maintain agricultural fencing at their own cost. This ensures the burden is on the developer rather than existing agricultural operations, even though the term “fence out” is not explicitly used in the code.
- b. Commissioner Fackrell suggests making the county an open range and discusses the liability implications for livestock owners.
- c. The Commission agreed to schedule a work session to discuss the fence ordinance and open range status further.

**Discussion only, this will come back for work session.**

### **10. Hon. Morgan County Commission – Discussion/Decision – Commission Travel**

- a. Utah Tourism Conference: Destination Discovery; October 1, No Registration Fee
- b. One Utah Summit; October 6-8 in Cedar City, Registration is \$359.49
  - i. Commissioner Fackrell will be attending both conferences.

**No motion, discussion only.**



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### **11. Kate Becker – Discussion Only – County Administrative Manager**

Discussion on possibly additions for the upcoming 2026 Budget Prep

#### **a. Morgan County Food Pantry**

#### **b. Grant Administrator/Contractor**

- i. The CAM discussed the financial history of the food bank and the need for ongoing funding.
- ii. The Commission considers the possibility of contributing to the food bank's operating costs and grant administration.
- iii. The Commission and the CAM agreed to explore the possibility of hiring a grant administrator and to discuss it further in a work session.

**No motion made, discussion only.**

### **12. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

#### **a. Discussion and decision on a budget adjustment to purchase fleet.**

#### **b. Discussion and decision on a budget adjustment for the Admin Building Water.**

- i. The CAM stated at the last commission meeting, additional funds were approved for two fleet vehicles. After confirming with another vendor that the price was favorable, Chair Wilson. suggested revisiting the agenda to consider allocating funds for a total of four vehicles.
- ii. The City of Morgan recently audited and determined that water charges had not been paid. Billing began in June, and a \$2,000 budget adjustment is needed to cover costs through the end of the year. There will be no back charges, and the full annual amount will be included in the 2026 budget.

**Commissioner Fackrell moved to approve this budget adjustment to purchase two new vehicles for the motor pool of the county.**

**Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

**Commissioner Newton moved to approve the budget adjustment or utilities for this building to move from non-departmental to utilities.**

**Seconded by Commissioner Nickerson**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

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### **13. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

Temporary ban of long-range shooting at the Morgan County Rifle Range due to fire risks.

- a. Commissioner Nickerson stated he has been in communication and working with Jeff Wardell, he is donating and transporting over 6,000 yards of clean fill, valued at \$65,000, from Ogden to the rifle range at no cost. The material will be placed on berms to enhance safety and reduce fire risk. Placement locations have been coordinated with staff, and hauling will continue until the full amount is delivered.
- b. The Commission discussed that they would like the Fire Chief can review the work being done in order to see if it will improve the fire safety risks.

**Commissioner Fackrell moved to postpone the closing of long range shooting at the Morgan County rifle range due to fire risks until we have discussed it with the Fire Department.**

**Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **14. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

- a. Review and possible award of the Fairgrounds Multiuse Field RFP.
- b. Review and possible award the Fairgrounds Electrical RFP.
  - i. The CAM provided the bids to the Commission and will refer to them as options A and B.
  - ii. The Commission reviewed bids for the multi-use field project, comparing two options. Option A, while not including a well, allows the County to handle well installation separately if desired. The Commission discussed water source requirements and potential diversion needs.
  - iii. Option B was deemed invalid due to reduced coverage, multiple contingencies, and exclusions that could increase costs.
  - iv. The commission discussed the bid for electrical improvements at the fairgrounds and the need for emergency power and including a large generator for these purposes.

**Commissioner Newton moved to approve and award the bid to the option A.**

**Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

**Commissioner Newton moved to award the bid for the fairgrounds electrical improvement to the one vendor who submitted an RFP.**

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### **Seconded by Commissioner Nickerson**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **15. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

Discussion and decision on changes to the Employee Performance Appraisal and establishing a separate performance appraisal for Department Heads.

- a. The CAM introduced this stating during the work session, a request was made to approve separate performance appraisal forms, one for employees and a newly created version for department heads, with the evaluation period adjusted to end on August 15.
- b. Commissioner Nickerson expressed concern that the employee evaluation and appraisal forms are optional, suggesting they should be mandatory for honest self-reflection.

**Commissioner Newton moved to approve the employee evaluation, performance and appraisal forms as updated in tonight's meeting.**

### **Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **16. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

Discussion and decision on the additional cost of speed signs approved at the 06/17 & 07/05 meetings to be covered by UDOT and approval of agreement.

**Commissioner Newton moved to approve the agreement with UDOT to pay for the cost on the speed signs.**

### **Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **17. Kate Becker – Discussion/Decision – Morgan Administrative Manager**

Discussion and decision on going out for RFP for the County Impact Fee Plan and Fees

- a. The CAM introduced this stating the county currently collects impact fees for regional parks, community parks, and road infrastructure, with the option to expand to public safety and fire/EMS. It was proposed that the upcoming RFP include all five categories, allowing the

## MORGAN COUNTY COMMISSION MEETING MINUTES

commission to exclude any later if desired. However, concerns were raised about issuing the RFP before completing the general plan, as it may limit understanding of infrastructure needs. Delaying the update also prevents adding new projects to the impact fee list, restricting the use of existing funds to only those projects identified in the previous impact fee report.

- b. The CAM also clarified that last year's estimate for the full impact fee analysis was \$65,000–\$90,000, covering needs assessments for fire/EMS, roads, community parks, regional parks, and related infrastructure over the next 10–15 years. Impact fees fund projects required by new development, not maintenance. A recommendation was made to consider adding another regional park, such as Taggarts, to ensure countywide access and equitable use of funds. Addressing an audit finding, staff are working to improve tracking so impact fees collected in specific areas are spent locally. Any new regional park designations should be decided before issuing the RFP to incorporate them into the budget allocation.
- c. The Commission discusses the impact of new development on infrastructure needs and the importance of spending impact fee money on relevant projects.

**Commissioner Newton moved to postpone this item to our next meeting pending further information.**

**Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

### **(G) Commissioner Comments**

- Commissioner Blocker
  - She is working with UACT's policy committee on SB 197 regarding property tax relief.
  - Senator McCay aims to eliminate the circuit breaker tax by next year, and Governor Cox is unlikely to veto it. Efforts are underway to shape the bill to best serve local and statewide residents.
  - The Kitchen pickleball courts in Mountain Green held their grand opening in August 2<sup>nd</sup>.
  - She attended the YCC annual golf tournament.
  - A glider crash in Mountain Green resulted in the pilot's death and sparked a fire that burned approximately three acres. The incident was managed swiftly and effectively, with photos available on the Mountain Green Protection District's Facebook page.
- Commissioner Newton
  - During the county fair, Saturday night's rodeo tickets sold out, while Friday night had a few hundred seats remaining. There were minor incidents, including a youth breaking a leg in the ATV rodeo, a bull rider briefly losing consciousness, and another youth being knocked out after a fall in the pig pen. All individuals are reported to be okay. It went great and we had a great fair.
- Commissioner Fackrell
  - He and Commissioner Nickerson attended a meeting with the DWR regarding the East Canyon property purchase. Key issue: DWR claims ownership of all land, while the state legislature asserts it was purchased for public use. Ongoing discussions aim to ensure the property serves the public; another meeting is scheduled in the coming weeks.
  - He had a discussion with UDOT's Kerry Jacobson on Highway 66 safety improvements included proposals to install electronic speed signs, similar to Mountain Green, and lower speed limits. An independent July study showed average speeds of 60–70 mph despite a 45 mph limit from city limits to White's Crossing. Concerns were raised about

## MORGAN COUNTY COMMISSION MEETING AGENDA

excessive speeds in residential Porterville, with warnings of potential fatal accidents if not addressed.

- **Commission Vice-Chair Nickerson**
  - He commented about DWR meeting and the ongoing negotiations with DWR regarding the East Canyon property, emphasizing the public's ownership of the land. mentions Tiara's, one of our representatives involvement in advocating for the property's intended use and the need for OHV access.
  - He had several attendees praised the arena's condition, highlighting the excellent work of John Cannon and Bret. Many commented that it was the best the arena has looked in years, particularly after the floating preparation for the rodeo. Overall, feedback from the fair was very positive, with everyone enjoying the event.
- **Commission Chair Wilson**
  - None.

**Commissioner Newton moved to close public meeting and hold closed session for strategy sessions to discuss the purchase, exchange, or lease of real property and the character and professionally competency of an individual.**

**Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

**Commissioner Nickerson moved to convene closed session where they discussed strategy sessions to discuss the purchase, exchange, or lease of real property and the character and professionally competency of an individual and reconvene public meeting.**

**Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commissioner Newton AYE

Commissioner Blocker AYE

Commission Vice Chair Nickerson AYE

Commissioner Fackrell AYE

The Vote was unanimous. The Motion passed.

## MORGAN COUNTY COMMISSION MEETING AGENDA

### **Closed Session:**

Pursuant to Utah Code Annotated 52-4-205 (1) (d) strategy sessions to discuss the purchase, exchange, or lease of real property [...]

### **Adjourn – 9:34 p.m.**

*Note: The Commission may vote to discuss certain matters in Closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.*

APPROVED: \_\_\_\_\_  
Morgan County Commission Chair

DATE:

ATTEST: \_\_\_\_\_  
Morgan County Deputy Clerk/Auditor

DATE

### **\*Action Item(s) that includes Public Hearing(s) will be held at or after 6:00 PM**

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

**If you want to participate virtually in any public comment listed on this agenda, you need to contact [Jeremy@morgancountyutah.gov](mailto:Jeremy@morgancountyutah.gov) at least 24 hours before the scheduled meeting.**



## **INTERLOCAL AGREEMENT FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES**

This agreement is made effective on July 1, 2025, and is entered into by and among Weber County (“Provider”) and the following jurisdictions: Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace and West Haven (“Jurisdictions”). The parties to this agreement may collectively be referred to as the “Parties” or individually as a “Party” throughout the agreement.

### **RECITALS**

**WHEREAS**, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter agreements for a public agency to provide law enforcement services to one or more other public agencies; and

**WHEREAS**, all of the Parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

**WHEREAS**, the provision of effective and efficient technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

**WHEREAS**, the Weber County Sheriff’s Office has the expertise to provide such technical services for law enforcement agencies and has been providing such services for approximately 25 years; and

**WHEREAS**, the Weber County Sheriff’s Office is willing to continue to provide such services for law enforcement agencies in the Jurisdictions;

**NOW THEREFORE**, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the above-named parties do mutually agree and undertake as follows:

### **SECTION ONE TERM**

- A. Term. This agreement shall be for a period of five years, commencing on July 1, 2025, and continuing through June 30, 2030, unless otherwise terminated as herein provided.
- B. Renewals. At the end of the five-year term, the Parties agree to review this agreement to determine if it continues to meet their needs and its purpose. If no changes are needed, and the Parties do not take any action to rescind or amend this agreement, it will automatically renew for an additional five-year term. Automatic renewals may continue to occur at the end of each five-year term through June 30, 2045, at which point this

agreement will need to be renegotiated.

- C. Termination Without Cause. Any Party may terminate its participation under this agreement, with or without cause, by giving written notice of its intent to withdraw from this agreement by September 1<sup>st</sup> of the year prior to the desired termination date. If a Party provides notice of its intent to terminate by September 1<sup>st</sup>, the agreement will terminate and the Provider will cease providing services on July 1<sup>st</sup> of the following year.
- D. Termination for Cause. Provider may terminate this agreement with a Jurisdiction for failure to pay its required assessment or any other amount owed under this agreement. Any Jurisdiction may terminate its participation in this agreement if the Provider substantially fails to perform the agreed-upon forensic services.

Prior to terminating the agreement for cause, the terminating party must send written notice describing the breach in sufficient detail to allow that Party to cure the breach. If the breach has not been cured after 30 days, the terminating Party may terminate its participation in this agreement by giving written notice of termination to the Parties.

## **SECTION TWO**

### **SCOPE OF PROVISION OF TECHNICAL SERVICES**

- A. Beginning on the commencement date, Provider shall:
  - 1. Upon request, provide trained forensic technicians to law enforcement agencies that are associated with the participating Jurisdictions.
  - 2. Ensure that technicians are available to respond to crime scenes 24 hours per day, 365 days per year.
  - 3. Ensure that technicians assess, secure, and preserve the integrity of the crime scene to prevent contamination or loss of evidence.
  - 4. Collect, package, seal, and label all physical evidence in a manner that prevents cross-contamination or degradation.
  - 5. Follow strict chain-of-custody protocols to track possession, transfer, and analysis of evidence.
  - 6. Perform on-scene tests where warranted and conduct or coordinate in-depth scientific analyses in a dedicated forensic laboratory.
  - 7. Maintain evidence in a secure, access-controlled facility, ensuring it is safeguarded from theft, tampering, or environmental damage.
  - 8. Coordinate the lawful return or disposal of evidence once it is no longer needed for investigative or prosecutorial purposes, in accordance with applicable law and

jurisdictional policies.

9. Prepare complete, accurate, and timely forensic reports summarizing the collection methods, analytical findings, and conclusions.
10. Provide technicians and analysts to testify in court proceedings as necessary.
11. Adhere to all applicable federal, state, and local laws and regulations governing evidence handling and forensic testing.

### **SECTION THREE ADVISORY BOARD**

- A. There is hereby created an Advisory Board, which shall consist of the chiefs of the police departments from participating Jurisdictions as well as the Weber County Sheriff and the Weber County Attorney. Those Jurisdictions that have an agreement with the Sheriff for the provision of law enforcement services within their jurisdiction shall be represented by the Sheriff on the Advisory Board and will not have their own seat on the Advisory Board.
- B. The duties of the Advisory Board in regard to this agreement shall be to:
  1. Determine the protocol of response when requests are made to the Provider for assistance.
  2. Resolve complaints and concerns expressed by the Jurisdictions and/or Provider.
  3. Periodically review and evaluate the performance of the Provider under this agreement.
  4. Assist in obtaining funding to support this agreement through a yearly evaluation of assessments to Parties and through requests for alternative funding from state, federal, or private sources.
- C. Each individual on the Advisory Board shall be entitled to vote, and decisions of the Advisory Board shall be made by majority vote.

### **SECTION FOUR COMPENSATION**

- A. Each year in September, CSI shall prepare a budget, present the proposed budget to the Advisory Board, incorporate changes as requested by the Advisory Board, and then present the proposed budget to the Board of Weber County Commissioners for approval. Once the Board of County Commissioners approves the budget, CSI will invoice each Jurisdiction for its percentage of the total approved budget.

- B. The percentage owed by each Jurisdiction will be calculated based on the Jurisdiction's population (based on data received from the Utah State Tax Commission) and the average number of calls made to CSI in the prior five years. The Jurisdictions will pay their invoice by July 1<sup>st</sup> of each year beginning on July 1, 2025.
- C. The CSI budget is set up in a separate enterprise fund. Any remaining balance at the end of the year will go into a Fund Balance. Any shortages in the budget will come out of the Fund Balance. If the Fund Balance falls below a minimum of 2 months of operational costs, additional funds will be requested in the invoices to the Jurisdictions for the next allocation.
- D. Jurisdictions that are not a part of this agreement who request forensic services may enter into an MOU with Provider. The cost of services will be determined at that time, looking at the jurisdiction's needs and estimated usage.

## **SECTION FIVE MISCELLANEOUS**

- A. Amendments. This agreement may be amended in whole or in part at any time by a written amendment approved and signed by all Parties in the manner provided by law.
- B. Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- C. Broad Construction. It is the intent of the Parties that the joint and cooperative undertaking contemplated in this agreement be broadly construed to include all actions, undertakings and objectives necessary to accomplish the purposes and objectives set forth herein.
- D. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this agreement.
- E. Counterparts. This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- F. Documents on File. Executed copies of this interlocal agreement shall be placed on file in the office of the Keeper of the Records of each of the Parties and shall remain on file for public inspection during the term of this interlocal agreement.
- G. Effective Date. This interlocal agreement shall become effective immediately upon the execution of a resolution authorizing this agreement by each of the Parties.
- H. Employee Status. It is expressly understood and agreed by the Parties hereto that any and all personnel furnished by the Weber County Sheriff's Office under the terms of this

agreement shall remain employees of Weber County Sheriff's Office, will abide by all of the rules and regulations of the Weber County Sheriff's Office, and will accept the direction of officials of the Weber County Sheriff's Office while performing the technical forensic services which are the subject of this agreement.

- I. Entire Agreement. This agreement shall constitute the entire agreement between the Parties.
- J. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- K. Indemnification. Each of the Parties to this agreement agrees to defend, hold harmless, and indemnify the other Parties for the intentional, reckless, or negligent acts or omissions of its employees, agents, or officials against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property, caused by their employees, agents, or officials; provided, however, that in no event shall the indemnification obligations of the Parties hereunder exceed the amounts set forth in Section 63G-7-604 of the Utah Governmental Immunity Act, Utah Code Annotated Subsection 63-7-101 et seq., (1953), which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled. The provisions of this paragraph shall survive the termination of this agreement.
- L. Non-Assignability. Neither the Provider nor the Jurisdictions shall transfer or delegate any of its rights, duties, powers or obligations under this interlocal agreement without the consent of each of the Parties.
- M. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- N. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- O. Severability of Provisions. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- P. Warranties of Parties. Each Participant hereby represents and warrants that:
  - (i) it is a public agency or public entity within the meaning of the Interlocal Act; and
  - (ii) it is duly authorized to execute and deliver this interlocal agreement; and

- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this interlocal agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Q. Property Acquired. All property acquired as a result of this cooperative undertaking will become and remain the property of the Provider.

R. Force Majeure. The Parties will not be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed and effective as of the date first above written.

**MORGAN COUNTY**, a public corporation  
of the State of Utah

By \_\_\_\_\_  
Chair of Morgan County Commissioners

ATTEST:

\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Morgan County



# **MORGAN COUNTY ACCEPTABLE USE POLICY**

---

## **1. OVERVIEW**

This Acceptable Use Policy governs the use and security of all information and computer equipment from Morgan County. It also covers the use of email, the internet, voice, and mobile computing equipment.

This policy applies to all information, in any form, relating to the activities of Morgan County, and to all information processed by the County about other organizations with which it deals.

This policy also covers all IT and information communication facilities operated by or on behalf of Morgan County.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of the County. These systems are to be used for business purposes in serving the interests of the County during normal operations.

Morgan County is committed to protecting its employees, partners, and the County from illegal or damaging actions by individuals, either knowingly or unknowingly.

It is the responsibility of every County technology user to know these guidelines, and to conduct their activities accordingly.

## **2. PURPOSE**

The purpose of this policy is to outline the acceptable use of computer equipment at Morgan County. These rules are in place to protect the employee and the County. Inappropriate use exposes the County to risks including virus attacks, compromise of network systems and services, and legal issues.

## **3. SCOPE**

This policy applies to employees, contractors, consultants, temporary workers, and other workers of Morgan County, including all personnel affiliated with third parties. This policy applies to all equipment owned or leased by the County.

It also applies to the use of information, electronic and computer equipment, and network resources to conduct business activities or interact with internal networks and business systems, whether owned or leased by Morgan County, the employee or a third party.

All employees, contractors, consultants, temps, and other workers of Morgan County are responsible for exercising judgment with respect to the appropriate use of information, electronic devices, and network resources in accordance with Morgan County policies and standards and local laws and regulations.

#### **4. INDIVIDUAL'S RESPONSIBILITY**

Access to the Morgan County IT systems is controlled using User IDs, passwords and/or tokens. All User IDs and passwords are to be uniquely assigned to named individuals and consequently, individuals are accountable for all actions on the County IT systems using their IDs.

**Individuals must not:**

- Allow anyone else to use their user ID and password on any Morgan County IT system.
- Leave their user accounts logged in at an unattended on an unlocked computer.
- Use someone else's user ID and password to access Morgan County's IT systems.
- Leave their password unprotected (for example writing it down and leaving it under your keyboard).
- Perform any unauthorized changes to Morgan County's IT systems or information.
- Attempt to access data that they are not authorized to use or access.
- Exceed the limits of their authorization or specific business need to interrogate the system or data.
- Connect any non-Morgan County authorized device to the Morgan County network or IT systems. The "MorganPublic" wireless network is provided for personal equipment and visitors. The same code of conduct is required while using this service but can be used for any legal purpose.
- Store Morgan County data on any non-authorized Morgan County equipment.
- Give or transfer Morgan County data or software to any person or organization outside Morgan County without the authorization of the appropriate elected official or department head. Except for the proper use of GRAMA (Government Records Access and Management Act).

Department heads must ensure that individuals receive clear directives on the extent and limits of their authority over computer systems and data.

## **5. INTERNET AND EMAIL**

The use of the internet and email of Morgan County is intended for professional purposes. Personal use is permitted when it does not affect the individual's professional performance, does not in any way harm Morgan County, does not violate any terms and conditions of employment and does not place the individual or the County in violation of legal or other obligations. All individuals are therefore responsible for their actions on the internet as well as when using email systems.

### **Individuals must not:**

- Use the internet or email for harassment or abuse.
- Use blasphemies, obscenities, or disrespectful remarks in communications.
- Access, upload, send or receive data (including images) that Morgan County considers offensive in any way, including sexually explicit, discriminatory, defamatory, or libelous material.
- Use email systems in a way that could affect their reliability or efficiency, for example by distributing chain letters or spam.
- Send sensitive or confidential information that is not encrypted to the outside world.
- Use of unsolicited email originating from within Morgan County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Morgan County or connected via Morgan County's network.
- Make official commitments by internet or email on behalf of Morgan County, unless authorized to do so.
- Download copyrighted material such as music media files (MP3), films and videos (non-exhaustive list) without appropriate approval.
- In any way, violate copyright, database rights, trademarks, or other intellectual property rights.
- Download any software from the internet without the prior consent of the IT department.

## **6. GENERAL USE OWNERSHIP**

- Morgan County's proprietary information stored on electronic and computing devices whether owned or leased by Morgan County, remains the sole property of Morgan County.

You must ensure through legal or technical means that proprietary information is protected in accordance with the data protection standards.

- You have a responsibility to promptly report the theft, loss, or unauthorized disclosure of Morgan County proprietary information.
- You may access, use, or share Morgan County's proprietary information only to the extent it is authorized and necessary to perform the tasks assigned to you.
- Employees are responsible for exercising their good judgment as to the reasonableness of personal use. It is the responsibility of each department to develop guidelines for the personal use of internet/intranet/extranet systems. In the absence of such policies, employees should be guided by their department's policies on personal use and, in the event of uncertainty, should consult their supervisor or manager.
- Morgan County reserves the right to constantly audit networks and systems to ensure compliance with this policy.

## **7. BLOGGING AND SOCIAL MEDIA**

- Blogging by employees, is subject to the terms and restrictions set out in this policy. The limited and occasional use of Morgan County's systems for blogging is acceptable, if it is done in a professional and responsible manner, does not otherwise violate Morgan County's policy, does not prejudice the best interests of Morgan County, and does not interfere with the employee's normal duties. Blogging from Morgan County's systems is also subject to monitoring.
- Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Morgan County and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging.
- Employees may also not attribute personal statements, opinions or beliefs to Morgan County when engaged in blogging.

## **8. SECURITY AND PROPRIETARY INFORMATION**

- All access to the company's computer network must be protected by passwords.
- It is prohibited to allow access to another person, either deliberately or by failing to adequately protect the right of access that has been granted.

- Messages posted by employees from a Morgan County email address on forums should contain a warning that the opinions expressed are strictly theirs and not necessarily those of Morgan County, unless the message is posted in the course of professional duties.
- Employees must exercise extreme caution when opening attachments to emails received from unknown senders, which may contain malware.
- Employees must not remove or disable anti-virus software.
- Attempt to remove virus-infected files or clean up an infection, other than using approved Morgan County anti-virus software and procedures.

### **Mobile Storage Devices**

Mobile devices such as USB flash drives, CDs, DVDs, and removable hard drives should only be used when network connectivity is not available or there is no other secure method of data transfer. Only authorized Morgan County mobile storage devices with encryption enabled should be used when transferring sensitive or confidential data.

### **Software**

Employees shall use only software that is authorized by Morgan County on the County's computers. Authorized software must be used in accordance with the software supplier's licensing agreements. All software on Morgan County computers must be approved and installed by the Morgan County IT department.

## **9. UNACCEPTABLE USE**

The following activities are prohibited. Under no circumstances is an employee of Morgan County authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing County-owned resources.

The lists below are by no means exhaustive but attempt to provide a framework for activities which fall into the category of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

- Infringements of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or by similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" products or other software the use of which is not authorized by Morgan County.

- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Morgan County or the end user holds no active license is strictly prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).
- Making fraudulent offers of products, items, or services originating from any Morgan County account.
- Making security breaches or disruptions of network communication.
- Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

## 10. EMPLOYEE AGREEMENT ON ACCEPTABLE USE POLICY

I acknowledge that I have received a copy of the Morgan County Acceptable Use Policy. I have read and understand the policy. I understand that, if I violate the policy, I may be subject to disciplinary action, including termination. I further understand that I will contact my supervisor if I have any questions about any aspect of the policy.

Dated: \_\_\_\_\_

EMPLOYEE

COMPANY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



MORGAN COUNTY RESOLUTION CR 25-38  
INFORMATION TECHNOLOGY: ACCEPTABLE USE POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
_____ Garrett Smith, Morgan County Attorney			
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

# Access Control Policy

**Policy Title:** Access Control Policy

**Policy Owner:** Morgan County Utah IT

**Approval Date:** 9/15/2023

**Review Cycle:** Annually

**Version:** 1.1

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## 1. Purpose

The purpose of this Access Control Policy is to ensure that access to information systems, networks, applications, and data is restricted to authorized individuals only, in accordance with security, confidentiality, integrity, and availability requirements.

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## 2. Scope

This policy applies to:

- All employees, contractors, vendors, interns, and third-party users
  - All systems, networks, devices (including personal devices under BYOD), applications, and data owned, operated, or managed by [Organization Name]
- 

## 3. Policy Statements

### 3.1.

#### **Principle of Least Privilege (PoLP)**

Users will be granted the **minimum access necessary** to perform their job duties. Privileged access (e.g., admin, root) will be tightly controlled and monitored.

### 3.2.

#### **User Access Management**

- All access must be requested using the formal Access Request Procedure.
- Access requests must be approved by the appropriate manager and system owner.
- Access rights will be reviewed:
  - At least quarterly
  - Upon change of role, transfer, or termination
- Default user accounts (e.g., “admin”, “guest”) must be renamed, disabled, or secured with strong credentials.

### 3.3.

#### **Authentication & Authorization**

- All systems must enforce strong authentication (preferably MFA/2FA) for all user accounts, especially those with privileged access.
- Role-Based Access Control (RBAC) or Attribute-Based Access Control (ABAC) will be implemented where applicable.

### 3.4.

#### **Account Management**

- Shared accounts are prohibited unless operationally necessary and formally approved.
- Service accounts must be documented, monitored, and have non-interactive logins where possible.
- Terminated users will have all access disabled within 24 hours of termination or immediately upon HR notification.

### **3.5.**

#### **Remote Access**

- Remote access must occur over secure channels (e.g., VPN with MFA).
- Remote administrative access must be tightly restricted and monitored.

### **3.6.**

#### **Password Policy**

- Passwords must meet the minimum complexity requirements outlined in the Password Policy.
- Users must not reuse passwords across systems.
- Default or vendor-supplied passwords must be changed before systems are put into production.

### **3.7.**

#### **Monitoring and Logging**

- All authentication and access control activities must be logged.
- Logs must be protected from unauthorized access and retained in accordance with the Log Retention Policy.

### **3.8.**

#### **Access Reviews & Audits**

- Periodic audits must be conducted to verify that access controls are being enforced.
- All access to critical or sensitive data must be logged and periodically reviewed.

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## **4. Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment, contractual penalties, or legal action depending on severity.

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## 5. Exceptions

Exceptions to this policy must be formally requested, documented, and approved by the Chief Information Security Officer (CISO) or designated authority.

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## 6. References

- NIST SP 800-53 (AC family)
  - ISO/IEC 27001:2013 – A.9 Access Control
  - CJIS Security Policy
  - [Organization Name] Password Policy
  - [Organization Name] Remote Access Policy
- 

## 7. Revision History

Version	Date	Author	Description
1.0	09/15/2023	Jeremy Archibald	Initial draft
1.1	09/03/2024	Jeremy Archibald	Reviewed

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MORGAN COUNTY RESOLUTION CR 25-39  
INFORMATION TECHNOLOGY: ACCESS  
CONTROL POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

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Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
_____ Garrett Smith, Morgan County Attorney	Michael Newton _____	_____	_____
	Vaughn Nickerson _____	_____	_____
	Blaine Fackrell _____	_____	_____
	Raelene Blocker _____	_____	_____
	Matt Wilson _____	_____	_____

**Morgan County Cybersecurity Incident Response Plan**

**Version:** 1.2

**Original Effective Date:** 09/15/2023

**Revised Date:** 09/17/2024

**Policy Owner:** Information Systems Director

**Review Cycle:** Annually

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## 1. Overview

This plan defines what constitutes a security incident and outlines the structured phases of incident response. It designates roles, responsibilities, and steps for identification, containment, eradication, and recovery from cyber incidents.

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## 2. Purpose

To ensure the protection of Morgan County's systems, networks, and data by complying with the FBI CJIS Security Policy (Section 5.3), Utah Cyber Center guidance, and cybersecurity best practices.

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## 3. Incident Response Goals

- Verify whether an incident occurred
  - Maintain or restore service continuity
  - Reduce impact and scope
  - Determine the cause and methods
  - Prevent recurrence
  - Aid legal prosecution if applicable
  - Keep county leadership informed
-



## 4. Definitions and Severity Levels

### Incident Definition

An incident is defined as any event that threatens the confidentiality, integrity, or availability of County systems, including but not limited to: - Unauthorized access or modification - Malware infections - Theft or damage of hardware - Denial-of-service (DoS) attacks - Misuse of county resources - Unusual system behavior or IDS/IPS alerts

### Severity Levels

Level	Description	Response Time
S1 (Critical)	Major data breach, widespread outage	1 hour
S2 (High)	Targeted malware, system compromise	4 hours
S3 (Medium)	Unauthorized access attempts	1 business day
S4 (Low)	Non-malicious anomalies	Logged only

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## 5. Roles and Responsibilities

### Incident Response Team (IRT)

- **Incident Commander (Information Systems Director)**
    - Oversees incident response efforts
    - Leads communication with leadership
  - **IRT Coordinator**
    - Manages workflows, escalations, and support tickets
  - **IT Technical Lead**
    - Leads containment, forensic analysis, and restoration
  - **Communications Lead**
    - Handles internal/external messaging and notifications
  - **Legal and Compliance Liaison**
    - Coordinates with County Attorney, Sheriff, and external agencies
  - **IT Staff and Technical Support**
    - Assist in technical response and monitoring
- 

## 6. Incident Response Procedures

### Preparation

- Maintain current policies on passwords, intrusion detection, backups, and contact procedures
- Maintain up-to-date firewall, antivirus, and endpoint protection

- Conduct annual tabletop exercises

## **Discovery**

- Incidents may be detected by:
  - IS Director, IT Staff, County Employees, Monitoring Systems

## **Notification**

Use the emergency contact tree to alert: 1. Incident Commander 2. County Commission Chair 3. UCIP Cybersecurity Insurance 4. Utah Cyber Center and SLCGP 5. Sheriff and County Attorney (as needed)

## **Analysis and Assessment**

Evaluate: - Whether the incident is real or perceived - Threat level and criticality of affected systems - Potential impact to business operations - Scope: local vs. network-wide

## **Response Strategy**

- Evaluate urgency and risk of tipping off attacker
- Determine whether rapid containment is possible

## **Containment**

- Disconnect affected systems
- Change passwords
- Block suspicious IPs or ports

## **Prevention of Re-Infection**

- Determine vector (email, ports, unpatched systems)
- Patch systems and close unnecessary ports/services
- Adjust email security settings
- Provide user retraining
- Disable unneeded services

## **Restore Affected Systems**

- Reimage compromised systems as needed
- Restore from verified clean backups
- Enforce password changes
- Enable proper logging and monitoring

## **Documentation**

- Log all incidents via support tickets
- Include: how, where, response steps, outcome, and effectiveness

## Evidence Preservation

- Secure logs, screenshots, system images, emails
- Fill out Chain of Custody forms for legal evidence

## External Notification

- Notify required entities:
  - County Commission Chair
  - UCIP
  - Utah Cyber Center / SLCGP
  - County Attorney and Sheriff if prosecution is likely

## Damage and Cost Assessment

- Estimate downtime costs, service disruptions, staff hours, and damage

## Post-Incident Review

- Analyze lessons learned
- Identify broken procedures
- Update policies and tools to prevent recurrence
- Submit full incident report to County Leadership

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## 7. Training, Testing, and Tabletop Exercises

- All IRT members must complete annual incident response training
- County will conduct at least one tabletop exercise per year
- Findings from drills will inform plan updates

---

## 8. Metrics and Reporting

Each incident response concludes with a report including: - Timeline of events - Systems affected - Root cause and scope - Actions taken and effectiveness - Recommendations

**Quarterly reports** will be delivered to County Leadership summarizing incidents, trends, and response metrics.

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## 9. Version Control

Version	Date	Author	Description
1.0	09/15/2023	IS Director	Initial release
1.2	09/17/2024	IS Director / CPO	Added severity levels, IRT roles, chain

Version	Date	Author	Description
			of custody, drills, and metrics

**This Incident Response Plan is approved and effective as of 09/17/2024.**

MORGAN COUNTY RESOLUTION CR 25-40  
INFORMATION TECHNOLOGY: CYBERSECURITY  
INCIDENT RESPONSE PLAN

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

ATTEST:

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

# **Morgan County Resolution CR 25-41**

## **Media Sanitization and Destruction Policy**

### **1.0 Purpose**

The purpose of this policy is to outline the proper disposal/sanitization/destruction of media (physical or electronic) at Morgan County. These rules are in place to protect sensitive and classified information, employees and Morgan County. Inappropriate disposal of Morgan County and Criminal Justice Information (CJI) and media may put employees, Morgan County and LEIN/NCIC at risk.

### **2.0 Scope**

This policy applies to all Morgan County employees, contractors, temporary staff, and other workers at Morgan County, with access to LEIN/NCIC CJIS systems and/or data, sensitive and classified data, and media. This policy applies to all equipment that processes, stores, and/or transmits LEIN/NCIC CJI and classified and sensitive data that is owned or leased by Morgan County.

### **3.0 Policy**

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, and other similar items used to process, store and/or transmit CJI and classified and sensitive data shall be properly disposed of in accordance with measures established by Morgan County.

Physical media (print-outs and other physical media) are not allowed. No record retrieved from FBI CJI will be printed, saved, or forwarded through e-mail, thumb drive, or any other device that allows removal of records from the Morgan County. Records are only to be used in real-time and must be re-pulled in order to be viewed again.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) shall be disposed of by one of the Morgan County methods:

- 1) **Overwriting (at least 3 times)** - an effective method of clearing data from magnetic media. As the name implies, overwriting uses a program to write (1s, 0s, or a combination of both) onto the location of the media where the file to be sanitized is located.
- 2) **Degaussing** - a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets (e.g., those used to hang a picture on a wall) are fairly weak and cannot effectively degauss magnetic media.
- 3) **Destruction** – a method of destroying magnetic media. As the name implies, destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from Morgan County's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

### **4.0 Penalties**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination.

MORGAN COUNTY RESOLUTION CR 25-41  
INFORMATION TECHNOLOGY: MEDIA  
SANITATION AND DESTRUCTION POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

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	Vaughn Nickerson _____	_____	_____
	Blaine Fackrell _____	_____	_____
	Raelene Blocker _____	_____	_____
	Matt Wilson _____	_____	_____

# **Morgan County Resolution CR 25-42**

## **Physical Protection Policy**

### **1.0 Purpose:**

The purpose of this policy is to provide guidance for agency personnel, support personnel, and private contractors/vendors for the physical, logical, and electronic protection of Criminal Justice Information (CJI). All physical, logical, and electronic access must be properly documented, authorized and controlled on devices that store, process, or transmit unencrypted CJI. This Physical Protection Policy focuses on the appropriate access control methods needed to protect the full lifecycle of CJI from insider and outsider threats.

### **2.0 Physically Secure Location:**

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the LEIN-based CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Security perimeters shall be defined, controlled, and secured. Restricted non-public areas in the Morgan County shall be identified with a sign at the entrance.

### **3.0 Visitors Access:**

A visitor is defined as a person who visits the Morgan County facility on a temporary basis who is not employed by the Morgan County and has no unescorted access to the physically secure location within the Morgan County where LEIN-based CJI and associated information systems are located.

Visitors shall:

1. Check in before entering a physically secure location by:
  - a. Provide a form of identification used to authenticate visitor if individual is unknown to staff.
  - b. If Morgan County issues visitor badges, the visitor badge shall be worn on approved visitor's outer clothing and collected by the agency at the end of the visit.
2. Be accompanied by a Morgan County escort at all times to include delivery or service personnel. An escort is defined as authorized personnel who accompany a visitor at all times while within a physically secure location to ensure the protection and integrity of the physically secure location and any CJI therein. The use of cameras or other electronic means used to monitor a physically secure location does not constitute an escort.
3. Show Morgan County personnel a valid form of photo identification if individual is unknown to staff.
4. Follow Morgan County policy for authorized unescorted access.
  - a. Noncriminal Justice Agency (NCJA) like city or county IT who require frequent unescorted access to restricted area(s) will be required to establish a Management Control Agreement between the Morgan County and NCJA. Each NCJA employee with CJI access will appropriately have state and national fingerprint-based record background check prior to this restricted area access being granted.
  - b. Private contractors/vendors who requires frequent unescorted access to restricted area(s) will be required to establish a CJIS Security Addendum between the Morgan County and each private contractor personnel. Each private contractor personnel will appropriately have state and national fingerprint-based record background check prior to this restricted area access being granted.
5. Not be allowed to view screen information mitigating shoulder surfing.

6. Individuals not having any legitimate business in a restricted area shall be courteously escorted to a public area of the facility. Strangers in physically secure areas without an escort should be challenged. If resistance or behavior of a threatening or suspicious nature is encountered, sworn personnel shall be notified or call 911.

7. Not be allowed to sponsor another visitor.

8. Not enter into a secure area with electronic devices unless approved by the Morgan County Local Area Security Officer (LASO) to include cameras and mobile devices. Photographs are not allowed without permission of the Morgan County assigned personnel.

9. All requests by groups for tours of the Morgan County facility will be referred to the proper agency point of contact for scheduling. In most cases, these groups will be handled by a single form, to be signed by a designated group leader or representative. Remaining visitor rules apply for each visitor within the group. The group leader will provide a list of names to front desk personnel for instances of emergency evacuation and accountability of each visitor while on agency premises.

#### **4.0 Authorized Physical Access:**

Only authorized personnel will have access to physically secure non-public locations. The Morgan County will maintain and keep current a list of authorized personnel. All physical access points into the agency's secure areas will be authorized before granting access. The agency will implement access controls and monitoring of physically secure areas for protecting all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical and electronic breaches.

All personnel with CJI physical and logical access must:

1. Meet the minimum personnel screening requirements prior to CJI access.

a. To verify identification, a state of residency and national fingerprint-based record checks shall be conducted within 30 days of assignment for all personnel who have direct access to CJI and those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI.

b. Support personnel, private contractors/vendors, and custodial workers with access to physically secure locations or controlled areas (during CJI processing) shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

c. Prior to granting access to CJI, the Morgan County on whose behalf the contractor is retained shall verify identification via a state of residency and national fingerprint-based record check.

d. Refer to the CJIS Security Policy for handling cases of felony convictions, criminal records, arrest histories, etc.

2. Complete security awareness training.

a. All authorized Morgan County, Noncriminal Justice Agencies (NCJA) like city or county IT and private contractor/vendor personnel will receive security awareness training within six months of being granted duties that require CJI access and every two years thereafter.

b. Security awareness training will cover areas specified in the CJIS Security Policy at a minimum.

3. Be aware of who is in their secure area before accessing confidential data.



- a. Take appropriate action to protect all confidential data.
  - b. Protect all terminal monitors with viewable CJI displayed on monitor and not allow viewing by the public or escorted visitors.
4. Properly protect and not share any individually issued keys, proximity cards, computer account passwords, etc.
- a. Report loss of issued keys, proximity cards, etc to authorized agency personnel.
  - b. If the loss occurs after normal business hours, or on weekends or holidays, personnel are to call the Morgan County POC to have authorized credentials like a proximity card de-activated and/or door locks possibly rekeyed.
  - c. Safeguard and not share passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), and all other facility and computer systems security access procedures. (See Disciplinary Policy).
5. Properly protect from viruses, worms, Trojan horses, and other malicious code.
6. Web usage—allowed versus prohibited; monitoring of user activity. (allowed versus prohibited is at the agency's discretion)
7. Do not use personally owned devices on the Morgan County computers with CJI access. (Agency discretion).
8. Use of electronic media is allowed only by authorized Morgan County personnel.
9. Physical reports containing CJI information is strictly prohibited. No printouts, e-mails, or any other dissemination of CJI information is allowed.
10. Report any physical security incidents to the Morgan County's LASO to include facility access violations, loss of CJI, loss of laptops, Blackberries, thumb drives, CDs/DVDs and printouts containing CJI.
11. Ensure data centers with CJI are physically and logically secure.
12. Keep appropriate Morgan County security personnel informed when CJI access is no longer needed. In the event of ended employment, the individual must surrender all property and access managed by the local agency, state and/or federal agencies.
13. Not use food or drink around information technology equipment.
14. Know which door to use for proper entry and exit of the Morgan County and only use marked alarmed fire exits in emergency situations.
15. Ensure the perimeter security door securely locks after entry or departure. Do not leave any perimeter door propped opened and take measures to prevent piggybacking entries.

## **5.0 Roles and Responsibilities:**

### **5.1 Terminal Agency Coordinator (TAC)**

The TAC serves as the point-of-contact at the Morgan County for matters relating to CJIS information access. The TAC administers CJIS systems programs within the agency and oversees the agency's compliance with FBI and UT CJIS systems policies/addenda.

## **5.2 Local Agency Security Officer (LASO)**

Each LASO shall:

1. Identify who is using the CSA (UT) approved hardware, software, and firmware and ensure no unauthorized individuals or processes have access to the same.
2. Identify and document how the equipment is connected to the state system.
3. Ensure that personnel security screening procedures are being followed as stated in this policy.
4. Ensure the approved and appropriate security measures are in place and working as expected.
5. Support policy compliance and ensure the CSA ISO is promptly informed of security incidents.

## **5.3 Agency Coordinator (AC)**

An AC is a staff member of the Contracting Government Agency (CGA) who manages the agreement between the private contractor(s)/vendor(s) and the Morgan County. A CGA is a government agency, whether a Criminal Justice Agency (CJA) or a NCJA, that enters into an agreement with a private contractor/vendor subject to the CJIS Security Addendum. The AC shall be responsible for the supervision and integrity of the system, training and continuing education of private contractor/vendor employees and operators, scheduling of initial training and testing, and certification testing and all required reports by LEIN/NCIC.

## **5.4 CJIS System Agency Information Security Officer (CSA ISO)**

The CSA ISO shall:

1. Serve as the security point of contact (POC) to the FBI CJIS Division ISO.
2. Document technical compliance with the CJIS Security Policy with the goal to assure the confidentiality, integrity, and availability of criminal justice information to the user community throughout the CSA's user community, to include the local level.
3. Document and provide assistance for implementing the security-related controls for the Interface Agency and its users.
4. ISOs have been identified as the POC on security-related issues for their respective agencies and shall ensure LASOs institute the CSA incident response reporting procedures at the local level. Establish a security incident response and reporting procedure to discover, investigate, document, and report to the CSA, the affected criminal justice agency, and the FBI CJIS Division ISO major incidents that significantly endanger the security or integrity of CJI.

## **5.5 Information Technology Support**

In coordination with above roles, all vetted IT support staff will protect CJI from compromise at the Morgan County by performing the following:

1. Protect information subject to confidentiality concerns – in systems, archived, on backup media, and until destroyed. Know where CJI is stored, printed, copied, transmitted and planned end of life. CJI is stored on laptops, mobile data terminals (MDTs), computers, servers, tape backups, CDs, DVDs, thumb drives, and internet connections as authorized by the Morgan County. For agencies who submit fingerprints using Live Scan terminals, only Live Scan terminals that receive CJI back to the Live Scan terminal will be assessed for physical security.
2. Be knowledgeable of required Morgan County technical requirements and policies taking appropriate preventative measures and corrective actions to protect CJI at rest, in transit and at the end of life.
3. Take appropriate action to ensure maximum uptime of CJI and expedited backup restores by using agency approved best practices for power backup and data backup means such as generators, backup universal power supplies on CJI-based terminals, servers, switches, etc.

4. Properly protect the Morgan County's CJIS system(s) from viruses, worms, Trojan horses, and other malicious code (real-time scanning and ensure updated definitions).

a. Install and update antivirus on computers, laptops, MDTs, servers, etc.

b. Scan any outside non-agency owned CDs, DVDs, thumb drives, etc., for viruses, if the Morgan County allows the use of personally owned devices. (See Personally Owned Device Policy)

5. Data backup and storage – centralized or decentralized approach.

a. Perform data backups and take appropriate measures to protect all stored CJI.

b. Ensure only authorized vetted personnel transport off-site tape backups or any other media that store CJI that is removed from physically secured location.

c. Ensure any media released from the Morgan County is properly sanitized / destroyed. (See Media Sanitization and Destruction Policy)

6. Timely application of system patches—part of configuration management.

a. The agency shall identify applications, services, and information systems containing software or components affected by recently announced software flaws and potential vulnerabilities resulting from those flaws.

b. When applicable, see the Morgan County Patch Management Policy.

7. Access control measures

a. Address least privilege and separation of duties.

b. Enable event logging of:

i. Successful and unsuccessful system log-on attempts.

ii. Successful and unsuccessful attempts to access, create, write, delete or change permission on a user account, file, directory or other system resource.

iii. Successful and unsuccessful attempts to change account passwords.

iv. Successful and unsuccessful actions by privileged accounts.

v. Successful and unsuccessful attempts for users to access, modify, or destroy the audit log file.

c. Prevent authorized users from utilizing publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

8. Account Management in coordination with TAC

a. Agencies shall ensure that all user IDs belong to currently authorized users.

b. Keep login access current, updated and monitored. Remove or disable terminated or transferred or associated accounts.

c. Authenticate verified users as uniquely identified.

d. Prevent multiple concurrent active sessions for one user identification, for those applications accessing CJI, unless the agency grants authority based upon operational business needs.

e. Not use shared generic or default administrative user accounts or passwords for any device used with CJI.

f. Passwords

- i. Be a minimum length of eight (8) characters on all systems.
- ii. Not be a dictionary word or proper name.
- iii. Not be the same as the User ID.
- iv. Expire within a maximum of 90 calendar days.
- v. Not be identical to the previous ten (10) passwords.
- vi. Not be transmitted in the clear or plaintext outside the secure location.
- vii. Not be displayed when entered.
- viii. Ensure passwords are only reset for authorized user.

9. Network infrastructure protection measures.

- a. Take action to protect CJI-related data from unauthorized public access.
- b. Control access, monitor, enabling and updating configurations of boundary protection firewalls.
- c. Enable and update personal firewall on mobile devices as needed.
- d. Ensure confidential electronic data is only transmitted on secure network channels using encryption and \*advanced authentication when leaving a physically secure location. No confidential data should be transmitted in clear text. \*Note: a police vehicle shall be considered a physically secure location.
- e. Ensure any electronic media that is removed from a physically secured location is encrypted in transit by a person or network.
- f. Not use default accounts on network equipment that passes CJI like switches, routers, firewalls.

10. Communicate and keep the Morgan County informed of all scheduled and unscheduled network and computer downtimes, all security incidents and misuse. The ultimate information technology management control belongs to Morgan County.

## **5.6 Visitor Access/Security**

Administration of the Visitor Check-In / Check-Out procedure is the responsibility of identified individuals in each facility.

Prior to visitor gaining access to physically secure area:

1. The visitor will be screened by the Morgan County personnel for weapons. No weapons are allowed in the agency except when carried by authorized personnel as deemed authorized by the Morgan County.
2. The visitor will be advised that electronic devices are allowed, but any recording (audio or video) is strictly prohibited without prior permission from the agency.
3. Escort personnel will acknowledge being responsible for properly evacuating visitor in cases of emergency. Escort personnel will know appropriate evacuation routes and procedures.
4. Escort personnel will validate visitor is not leaving agency with any agency owned equipment or sensitive data prior to visitor departure.

All Morgan County personnel and supporting entities are responsible to report any unauthorized physical, logical, and electronic access to the Morgan County officials. For Morgan County, the point of contacts to report any non-secure access is:

Jeremy Archibald    IT Director  
Corey Stark            Sheriff

**6.0 Penalties:**

Violation of any of the requirements in this policy by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and / or termination.

Violation of any of the requirements in this policy by any visitor can result in similar disciplinary action against the sponsoring employee, and can also result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

**MORGAN COUNTY RESOLUTION CR 25-42**  
**INFORMATION TECHNOLOGY: PHYSICAL**  
**PROTECTION POLICY**

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

\_\_\_\_\_  
Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

## **Morgan County Privacy, PII, and Data Retention Policy**

**Version:** 1.1

**Effective Date:** May 1, 2024

**Revised Date:** September 16, 2024

**Policy Owner:** Chief Privacy Officer (CPO)

**Review Cycle:** Annually

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### **Introduction**

Morgan County is committed to protecting the privacy of residents, visitors, employees, and stakeholders. This Privacy, Personally Identifiable Information (PII), and Data Retention Policy outlines our practices concerning the collection, use, protection, and retention of personal data in accordance with Utah State House Bill 491 and recognized best practices in data privacy and cybersecurity.

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### **1. Definitions**

**Personally Identifiable Information (PII):** Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date of birth, biometric data, or other linked personal or financial information.

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### **2. Information Collection**

Morgan County collects personal and non-personal data voluntarily provided by individuals for services such as newsletters, alerts, and service requests. Additional data related to website usage is collected to enhance county services.

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### **3. Use of Information**

Collected data is used to: - Deliver requested services - Communicate community updates  
- Conduct internal reviews for improvement - Fulfill legal and operational obligations

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### **4. Access Control & Employee Responsibility**

Access to PII is restricted by job role and governed by the principle of least privilege. All employees and contractors handling PII must: - Complete **annual privacy and security**

**training** - Follow county data handling procedures - Report potential privacy incidents immediately

Failure to comply may result in disciplinary action, including termination.

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## 5. Incident Response and Breach Notification

In the event of a suspected or confirmed data breach involving PII: - The County will activate its Incident Response Plan - Affected individuals will be notified without unreasonable delay - All incidents will be documented and investigated

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## 6. User Rights

Individuals may: - Access their personal data - Request corrections, deletions, or updates - Object to or restrict processing - Request a copy in digital format

Requests must be submitted to the Chief Privacy Officer (CPO).

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## 7. Third-Party Processors and Data Sharing

Morgan County does not sell or trade personal data. PII is only shared: - With consent - To fulfill requested services - With government entities when required by law

All third-party vendors with access to PII must sign a **Data Processing Agreement (DPA)** ensuring compliance with legal and security obligations.

---

## 8. Data Security Measures

Morgan County implements technical and organizational security controls, including: - Encryption - Firewalls - Secure server infrastructure - Endpoint protection and access logs

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## 9. Data Minimization

Only data necessary for stated purposes is collected. Unneeded data is deleted or anonymized.

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## 10. Data Retention Policy

PII is retained only as long as needed, based on the following schedule: - **Tax Records:** Permanent (bound to real property) - **Employee Records:** 7 years post-employment - **Operational Records (e.g., emails):** 3 years from creation - **Special Categories of Data (e.g., biometric, health):** 5 years unless otherwise required

Exceptions may apply in legal, investigative, or compliance scenarios.

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## 11. Disposal of Data

Data beyond its retention period will be securely destroyed: - Paper: Shredded - Digital: Secure wipe and deletion protocols

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## 12. Privacy by Design

All systems and services must incorporate privacy and data protection controls at the design stage, not as afterthoughts.

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## 13. Oversight and Compliance

- The Chief Privacy Officer (CPO) is responsible for policy enforcement
  - Annual reviews and regular audits are conducted
  - Utah Privacy Commission provides external oversight
- 

## 14. Version History

Version	Date	Author	Notes
1.0	May 1, 2024	Jeremy Archibald	Initial release
1.1	Sept 16, 2024	Jeremy Archibald	Expanded to full PII policy and added breach response, employee training, and access controls

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## 15. Contact Information

### Chief Privacy Officer:

Jeremy Archibald

Email: [jeremy@morgancountyutah.gov](mailto:jeremy@morgancountyutah.gov)



Phone: (801) 845-6020  
Address: 48 W Young St., Morgan, UT 84050

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This policy is binding on all departments and staff within Morgan County. It represents our commitment to protecting the personal data of all individuals we serve.

MORGAN COUNTY RESOLUTION CR 25-43  
INFORMATION TECHNOLOGY: PRIVACY,  
PII, AND DATA RETENTION POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

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Matthew Wilson, County Commission Chair

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Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

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Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

## **Morgan County Privacy Policy**

### **Introduction**

Morgan County is committed to protecting the privacy of our residents, visitors, and employees. This Privacy Policy outlines our practices concerning the collection, use, and protection of personal information. This policy complies with Utah State House Bill 491.

### **Information Collection**

Morgan County collects personal information such as names, addresses, and email addresses when voluntarily provided by you for services such as newsletters, alerts, or service requests. We also collect non-personal data related to website usage to enhance our services.

### **Use of Information**

The information we collect is used to provide and improve county services, process transactions you request, and communicate important community updates. Information may be used for internal reviews and may result in subsequent improvements to our website or County processes.

### **Data Protection Officer**

Morgan County has appointed a Chief Privacy Officer (CPO) to oversee our data protection strategy and ensure compliance with privacy laws. The CPO also acts as the point of contact for any inquiries regarding our privacy practices.

### **User Rights**

You have the right to:

- Access your personal data to check its accuracy.
- Request corrections, deletions, or updates to your personal data.
- Object to or restrict processing of your data.
- Request a copy of your personal data in a digital format.

### **Third-Party Disclosure**

We do not sell, trade, or otherwise transfer your identifiable personal information to outside parties without your consent, except as necessary for providing the services you requested or when required by law in compliance with the Government Records and Management Act.

### **Security Measures**

Morgan County implements robust security measures to protect your data from unauthorized access, alteration, or destruction. These include encryption, firewalls, and secure server facilities.

### **Data Retention**

Personal information is retained only for as long as necessary to fulfill the purposes for which it was collected, as dictated by our data retention policy.

### **Privacy by Design**

Morgan County adopts the principle of privacy by design, ensuring that data protection is integrated into all data processing activities and services from the outset.

### **Compliance and Oversight**

Our privacy practices are regularly reviewed and audited by the Utah Privacy Commission to ensure compliance with state laws. The Commission also helps address any complaints or concerns about our data handling practices.

### **Updates to Our Privacy Policy**

This Privacy Policy may be updated periodically to reflect changes in our practices or legal requirements. We will post any changes on our website and, if the changes are significant, provide more prominent notice.

### **Contact Information**

If you have any questions or concerns about our Privacy Policy or data handling practices, please contact our Chief Privacy Officer at:

- **Email:** [jeremy@morgancountyutah.gov](mailto:jeremy@morgancountyutah.gov)
- **Phone:** (801) 845-6020
- **Address:** Jeremy Archibald, 48 W Young St., Morgan, UT 84050

This policy is effective as of May 1, 2024.

By ensuring these practices align with the latest legal requirements and best practices, Morgan County demonstrates its commitment to safeguarding the privacy and security of all personal information entrusted to us.

## **Morgan County Data Retention Policy**

### **Purpose**

The purpose of this Data Retention Policy is to ensure that Morgan County adheres to legal standards set forth by Utah State House Bill 491 regarding the retention and deletion of personal data. This policy supports our commitment to protect privacy, reduce the risk of data breaches, and ensure that personal information is available when needed.

### **Scope**

This policy applies to all personal data held by Morgan County, whether electronically or in paper form, related to residents, visitors, employees, and other stakeholders.

### **Data Retention**

- **General Principle:** Personal data will be retained only for as long as necessary to fulfill the specific purposes for which it was collected, and in accordance with legal, regulatory, and fiscal requirements.
- **Retention Periods:**
  - Tax Records:** Retained permanently bound to real property.
  - Employee Records:** Retained for seven years following the end of employment.
  - Operational Data:** Such as emails and operational records related to performance of services, will be retained for three years from the date of creation.
- **Special Categories of Data:** Data considered sensitive, including health, racial or ethnic origin, or biometric data, will have a default retention period of five years unless specific legislation or operational requirements dictate otherwise.

### **Data Minimization**

Morgan County will ensure that all personal data collected is adequate, relevant, and limited to what is necessary for the purposes for which it is processed. Data that is no longer required will be promptly deleted or destroyed.

### **Review and Audit**

- **Annual Review:** This policy will be reviewed annually to ensure compliance with changing laws and our operational practices.
- **Audit:** Regular audits will be conducted to ensure that the data retained is necessary and securely stored.

## **Disposal of Data**

Upon reaching the end of the retention period, data will be disposed of in a manner that protects it from unauthorized access or recovery. Paper records will be shredded, and electronic records will be securely deleted using technology that ensures data cannot be reconstructed or retrieved.

## **Exceptions**

Exceptions to these retention periods may be made in cases of ongoing investigations, legal proceedings, or compliance with government requests, under advice from the County Attorney.

## **Policy Updates**

This policy may be updated in response to new legal requirements or changes to our operational practices. All amendments will be documented and communicated to relevant stakeholders.

## **Implementation**

All departments within Morgan County are required to train their staff in understanding and implementing this data retention policy. Ensuring compliance with this policy is essential for protecting our constituents' privacy and our county's operational integrity.

By implementing this Data Retention Policy, Morgan County ensures compliance with Utah State House Bill 491 and demonstrates our commitment to responsible data management.

MORGAN COUNTY RESOLUTION CR 25-44  
INFORMATION TECHNOLOGY: PRIVACY  
AND DATA RETENTION POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
_____ Garrett Smith, Morgan County Attorney	Michael Newton _____	_____	_____
	Vaughn Nickerson _____	_____	_____
	Blaine Fackrell _____	_____	_____
	Raelene Blocker _____	_____	_____
	Matt Wilson _____	_____	_____

# Patch Management Policy

**Policy Title:** Patch Management Policy

**Policy Owner:** Morgan County Utah IT

**Version:** 1.0

**Effective Date:** 07/01/2025

**Review Cycle:** Annually

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## 1. Purpose

The purpose of this policy is to establish a standardized and systematic approach to identifying, evaluating, approving, testing, deploying, and verifying patches using the **Action1** patch management platform. This ensures vulnerabilities are remediated promptly to maintain the confidentiality, integrity, and availability of [Organization Name]'s information systems.

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## 2. Scope

This policy applies to:

- All endpoints (desktops, laptops, servers) managed by [Organization Name]
  - Operating systems and third-party applications supported by **Action1**
  - All employees, contractors, and IT staff responsible for patching or system administration
- 

## 3. Policy Statements

### 3.1.

#### Patch Management Tool – Action1

- **Action1** is the official patch management solution for the organization.
- All managed systems must be enrolled in the Action1 platform and checked in regularly.

### 3.2.

#### Patch Categories

- **Critical Patches** (Security vulnerabilities rated high/critical by CVSS): Must be deployed within **7 days** of release unless a valid business or technical exception is approved.
- **Important/Recommended Patches**: Must be deployed within **14–30 days**.
- **Feature Updates or Non-Security Patches**: Deployed based on operational needs and testing schedules.

### 3.3.

#### Patch Detection & Reporting

- Action1 must be configured to **automatically scan for missing patches** at least **daily**.
- A weekly report must be generated identifying:
  - Missing patches
  - Deployment success/failure
  - Devices not reporting in
  - SLA violations (missed patch deadlines)

### 3.4.

#### Testing & Validation

- Patches must be tested on a representative sample of devices (test group or pilot users) before deployment to production, except for emergency critical security patches.
- Rollback procedures must be documented and available in the event of patch failure.



### 3.5.

#### Deployment Windows

- Patches will be deployed during predefined **maintenance windows** (e.g., weekends, overnight), unless critical/emergency updates are required.
- End-user systems may be rebooted after patches are installed—users must receive at least **24 hours' notice** before non-critical reboots.

### 3.6.

#### Vulnerability Remediation via Action1

- Action1's integration with vulnerability feeds and CVE intelligence must be leveraged to prioritize patch deployment based on exploitability and risk exposure.
- Devices out of compliance will be flagged and escalated to IT Security.

### 3.7.

#### Exceptions

- Patch deferrals must be documented, risk-assessed, and approved by the **CISO or IT Director**.
- Exception tracking will be maintained in the Action1 dashboard or internal ticketing system.

### 3.8.

#### Unsupported Systems

- Any systems that cannot be patched (e.g., legacy systems) must be:
  - Segmented from the network
  - Monitored closely
  - Scheduled for replacement or mitigation

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## 4. Roles & Responsibilities

<b>Role</b>	<b>Responsibility</b>
IT Administrator	Configure Action1, test patches, deploy updates, monitor results
CISO/IT Director	Approve exceptions, review reports, ensure policy compliance
Help Desk	Assist users with patch-related issues
End Users	Keep systems powered on and connected to the internet during patch windows

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## 5. Compliance & Enforcement

Failure to comply with this policy may result in disciplinary action, up to and including termination, and/or revocation of system access.

The organization reserves the right to audit patch levels at any time.

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## 6. References

- NIST SP 800-40 Rev. 3 – Guide to Enterprise Patch Management
  - CIS Controls v8 – Control 7: Continuous Vulnerability Management
  - Action1 Documentation: <https://www.action1.com/resources/>
- 

## 7. Revision History

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Notes</b>
1.0	07/01/2025	Jeremy Archibald	Initial Release

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MORGAN COUNTY RESOLUTION CR 25-45  
INFORMATION TECHNOLOGY: PATCH  
MANAGEMENT POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

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	Vaughn Nickerson _____	_____	_____
	Blaine Fackrell _____	_____	_____
	Raelene Blocker _____	_____	_____
	Matt Wilson _____	_____	_____

# **MORGAN COUNTY REMOTE WORK POLICY**

## **1. POLICY STATEMENT**

Morgan County provides users with the facilities and opportunities to work remotely as appropriate. We will ensure that all users who work remotely are aware of the acceptable use of portable computer devices and remote working opportunities.

## **2. STATEMENT OF PURPOSE**

The purpose of this document is to state the Remote Working policy of Morgan County.

Portable computing devices are provided to assist users to conduct official business efficiently and effectively. This equipment, and any information stored on portable computing devices, should be recognized as valuable organizational information assets, and safeguarded appropriately.

## **3. SCOPE**

This document applies to all employees of Morgan County and contractual third parties who use Morgan County IT facilities and equipment remotely, or who require remote access to Morgan County Information Systems or information.

This policy should always be adhered to whenever any user makes use of portable computing devices. This policy applies to all users of Morgan County IT equipment and personal IT equipment when working away from Morgan County offices/facilities.

Portable computing devices include, but are not restricted to, the following:

- Laptop computers.
- Desktop Computers.
- Mobile phones.
- Wireless technologies.
- Remote Terminal Access.

## **4. RISKS**

Morgan County recognizes that there are risks associated with users accessing and handling information to conduct official work. The mobility, technology and information that make portable computing devices and remote access terminals so useful to employees and organizations also make them valuable assets for thieves.

This policy aims to mitigate the following risks:

- Increased risk of equipment damage, loss, or theft.
- Accidental or deliberate overlooking by unauthorized individuals.
- Unauthorized access to PROTECTED and RESTRICTED information.

- Unauthorized introduction of malicious software and viruses.
- Potential sanctions against the County imposed by the authorities because of information loss or misuse.
- Potential legal action against the County because of information loss or misuse.
- Morgan County reputational damage because of information loss or misuse.

Non-compliance with this policy could have a significant effect on the efficient operation of Morgan County and may result in financial loss and an inability to provide necessary services to the public.

## 5. EQUIPMENTS

All IT equipment (including portable computer devices) supplied to users is the property of Morgan County. It must be returned upon the request of Morgan County. Access for support or IT Service staff of Morgan County shall be given to allow essential maintenance security work or removal, upon request.

All IT equipment will be supplied and installed by Morgan County IT Service staff. Hardware and software and remote terminal access **must only** be provided by Morgan County IT staff.

## 6. USER RESPONSIBILITY

It is the user's responsibility to ensure that the following points are always adhered to:

- Users must take due care and attention of portable computer devices when moving between home and another business site.
- Users will not install or update any software on a Morgan County owned portable computer device.
- Users will not install any screen savers on a Morgan County owned portable computer device.
- Users will not change the configuration of any Morgan County owned portable computer device.
- Users will not install any hardware to or inside any Morgan County owned portable computer device, unless authorized by Morgan County IT Department.
- Users will allow the installation and maintenance of Morgan County installed Anti-Virus updates immediately.
- Business critical data should be stored on a Morgan County file and print server wherever possible and not held on the portable computer device.
- Users must not remove or deface any asset registration number.
- User requests for upgrades of hardware or software must be approved by the IT Department. Equipment and software will then be purchased and installed by IT staff.
- Only software supplied and approved by Morgan County can be used (e.g. Word, Excel, Adobe, etc.).
- No family members may use the IT equipment. The IT equipment is supplied for the staff members' sole use.

- The user must ensure that reasonable care is taken of the IT equipment supplied. Where any fault in the equipment has been caused by the user, in breach of the above paragraphs, Morgan County may recover the costs of repair.
- Morgan County may at any time, and without notice, request a software and hardware audit, and may be required to remove any equipment at the time of the audit for further inspection. All users must co-operate fully with any such audit.

## **7. REMOTE AND MOBILE WORKING ARRANGEMENTS**

Users should be aware of the physical security dangers and risks associated with working within any remote office or mobile working location.

Equipment should not be left where it would attract the interests of a thief. For home working it is recommended that the office area of the house should be kept separate from the rest of the house. Equipment must be secured whenever it is not in use.

Users must ensure that access / authentication tokens and personal identification numbers are always kept in a separate location to the portable computer device.

Paper documents are vulnerable to theft if left accessible to unauthorized people. These should be securely locked away in suitable facilities (e.g. secure filing cabinets) when not in use.

Documents should be collected from printers as soon as they are produced and not left where they can be casually read. Wastepaper containing PROTECT or RESTRICTED information must be shredded to required standards.

## **8. ACCESS CONTROLS**

It is essential that access to all PROTECT or RESTRICTED information is controlled. This can be done through physical controls, such as locking the home office or locking the computer's keyboard. Alternatively, or in addition, this can be done logically such as by password controls or User Login controls.

All data on portable computer devices must, where possible, be encrypted. If this is not possible, then all PROTECTED or RESTRICTED data held on the portable device must be encrypted.

An SSL or IPsec VPN must be configured to allow remote users access to Morgan County systems if connecting over Public Networks, such as the Internet.

## **9. ANTI VIRUS PROTECTION**

IT Services will deploy Anti-Virus to all Windows devices. There must be no attempt to remove or disable the Anti-Virus software and the device **must** be rebooted when said Anti-Virus software requests that it do so.

## **10. POLICY COMPLIANCE**

If any user is found to have breached this policy, they may be subject to Morgan County's disciplinary procedure. If a criminal offence is considered to have been committed further action may be taken to assist in the prosecution of the offender(s).

I understand and agree to the above.

EMPLOYEE

COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**MORGAN COUNTY RESOLUTION CR 25-46**  
**INFORMATION TECHNOLOGY:**  
**REMOTE WORK POLICY**

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

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Garrett Smith, Morgan County Attorney

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Michael Newton	_____	_____	_____
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Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

# Security Awareness & Training Policy

**Policy Title:** Security Awareness & Training Policy

**Policy Owner:** Morgan County Utah IT

**Version:** 1.0

**Effective Date:** 11/08/2024

**Review Cycle:** Annually

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## 1. Purpose

The purpose of this policy is to establish a framework for ensuring that all personnel at [Organization Name] are equipped with the knowledge and tools to recognize and respond to cybersecurity threats. By using the **KnowBe4** platform, this policy enforces **mandatory quarterly training**, simulated phishing tests, and continuous awareness to reduce human-related cyber risk.

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## 2. Scope

This policy applies to:

- All employees, contractors, interns, and third-party vendors who access [Organization Name]'s systems, networks, or data.
  - All computing devices and platforms used to conduct business for [Organization Name].
- 

## 3. Policy Statements



### 3.1.

#### Training Platform

- [Organization Name] uses **KnowBe4** as the official platform for cybersecurity awareness training, phishing simulations, and compliance tracking.
- All users must have an active account on KnowBe4 and complete their assigned training on or before the due date.

### 3.2.

#### Training Frequency

- **Quarterly cybersecurity awareness training is mandatory** for all users.
- Each quarter's training will include modules covering current threats, secure behavior, phishing avoidance, and relevant policies (e.g., data protection, mobile security).
- Training modules must be completed **within 15 business days** of assignment.

### 3.3.

#### Simulated Phishing Tests

- All users will be subject to **random simulated phishing campaigns at least monthly**.
- Users who fail a phishing test will be automatically enrolled in remedial training and may be flagged for follow-up by management or HR.

### 3.4.

#### Onboarding Training

- New hires must complete initial cybersecurity awareness training via KnowBe4 **within 5 business days** of account creation.
- Access to critical systems may be delayed or restricted until onboarding training is completed.

### **3.5.**

#### **High-Risk Users & Targeted Training**

- Departments with elevated risk (e.g., Finance, HR, IT) may receive additional training assignments.
- Repeat offenders (those who fail multiple phishing tests or skip training) may be required to take additional training, meet with IT Security, or face disciplinary action.

### **3.6.**

#### **Content Customization**

- Content will be selected or created based on:
    - Industry-specific risks (e.g., government, healthcare, finance)
    - Threat intelligence feeds and current events
    - Internal policy updates and audit findings
- 

## **4. Compliance & Enforcement**

### **4.1.**

#### **Monitoring and Reporting**

- Compliance with training requirements will be tracked and logged via KnowBe4's dashboard.
- Weekly status reports will be reviewed by IT Security and HR.
- Compliance metrics may be included in employee performance evaluations.

### **4.2.**

#### **Non-Compliance Consequences**

- Failure to complete assigned training within the deadline may result in:
  - Temporary suspension of system access
  - Mandatory remediation training
  - Disciplinary action per HR policy

### 4.3.

#### Executive Participation

- All management and executive staff are expected to fully comply and lead by example.
  - Reports on executive training compliance will be reviewed quarterly by the CISO and/or Board of Directors.
- 

## 5. Roles & Responsibilities

Role	Responsibility
CISO / IT Security	Configure KnowBe4 training plans, monitor compliance, review phishing test results
HR Department	Coordinate with IT to enforce compliance and track participation
Department Managers	Ensure their team members complete training on time
Employees / Users	Complete training and phishing simulations within specified timeframes

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## 6. Exceptions

- Exceptions to this policy must be formally requested in writing and approved by the CISO or their designee.
  - Valid reasons may include extended medical leave or job function exclusions, but system access may be limited until training is completed.
- 

## 7. References

- NIST SP 800-50: Building an Information Technology Security Awareness and Training Program
  - NIST SP 800-53 Rev. 5: Awareness and Training (AT) Family
  - CIS Control 14: Security Awareness and Skills Training
  - KnowBe4 Compliance and Training Dashboard
- 

## 8. Revision History

Version	Date	Author	Notes
1.0	11/08/2024	Jeremy Archibald	Initial release

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MORGAN COUNTY RESOLUTION CR 25-47

INFORMATION TECHNOLOGY:  
SECURITY AWARENESS AND  
TRAINING POLICY

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

ATTEST:

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

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Garrett Smith, Morgan County Attorney

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Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

# COOPERATIVE WILDFIRE SYSTEM POLICY AND PROCEDURES MANUAL

# 2025



**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION OF FORESTRY, FIRE & STATE LANDS**

Edited by: Joseph Anderson, CWS Manager

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# Cooperative Wildfire System

The Cooperative Wildfire System (“CWS”) is a partnership between the State of Utah’s Division of Forestry, Fire and State Lands (“FFSL”) and local governments responsible for wildfire suppression. CWS “is based on the simple principle of risk reduction wherein the state will pay the costs of large and extended attack wildland fire (“catastrophic fires”) in exchange for local government providing initial attack and implementing prevention, preparedness and mitigation actions that are proven to reduce the risk and costs of wildland fire in the long run.”<sup>1</sup>

## INTENT OF CWS

- **To reduce wildfire risk and impacts at the community and county level by identifying vulnerabilities and addressing them through cooperative suppression, mitigation, prevention, and preparedness actions, AND**
- **To distribute the financial risk of wildfire more broadly, while protecting local governments from the fiscal shock of large fires.**

Since CWS’ inception in 2017, the State of Utah has covered the costs of large and extended attack wildfires on behalf of local participating entities (“PE”s). In the first 6 years of the program, the result was a financial cost to the State of \$4,593,153 on behalf of participating municipalities, and \$76,520,718 on behalf of participating counties. That’s over \$81 million dollars from the State’s Wildfire Suppression Fund, costs that otherwise would have been born by the local municipal and county governments in the absence of CWS.

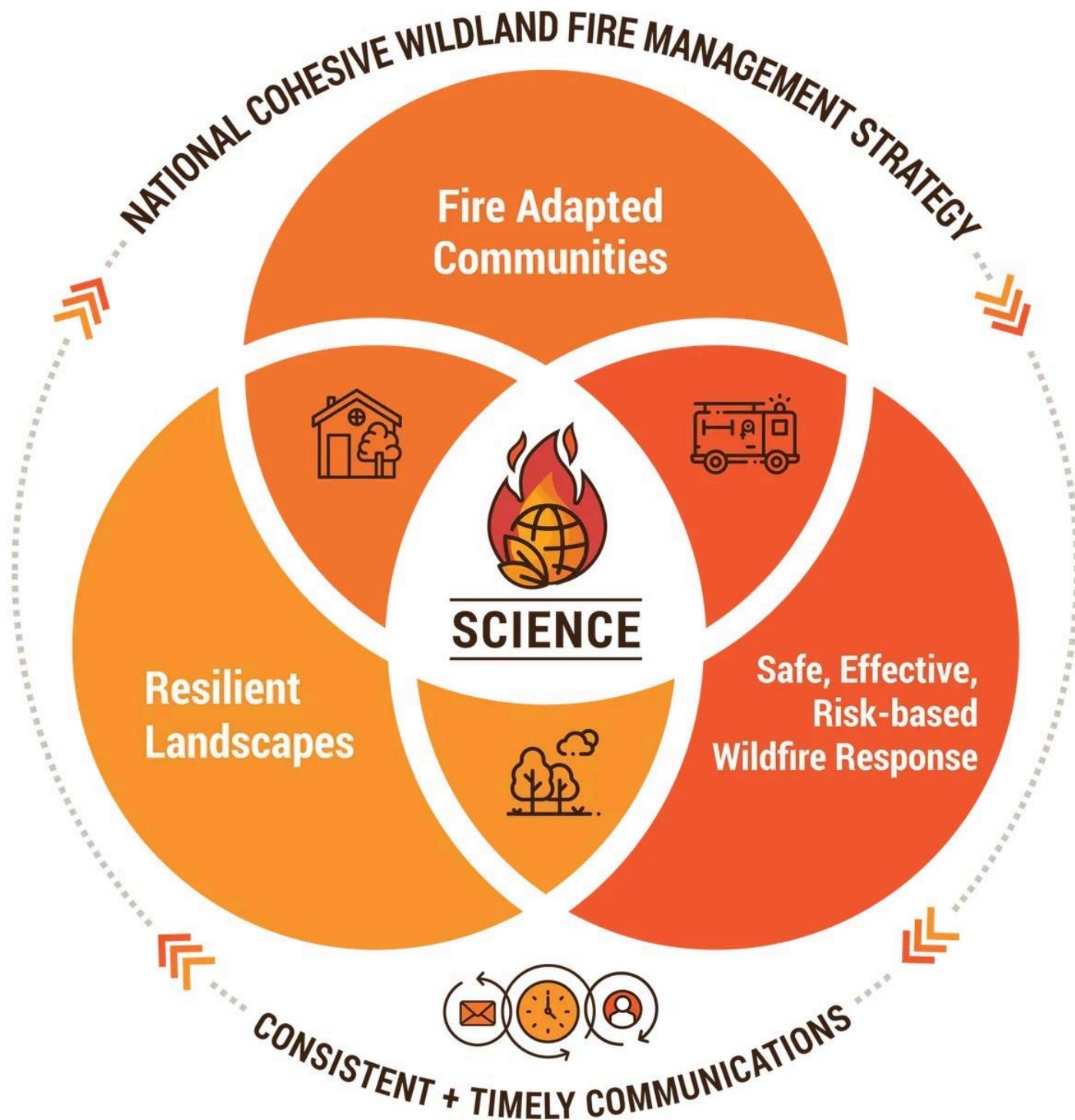
Thus, it is imperative that the work done by participating entities to address their wildfire risk is impactful. Participation in CWS requires meaningful actions to mitigate hazardous fuels, increase wildfire suppression preparedness, and prevent human-caused wildfires. This partnership between FFSL and PEs requires collaboration on planning and implementation to ensure actions taken meet the intent of CWS.

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<sup>1</sup> FFSL statement at the commencement of the CWS program in 2017.

# National Cohesive Wildland Fire Management Strategy

The Cooperative Wildfire System is aligned with the National Cohesive Wildland Fire Management Strategy: “a strategic push to work collaboratively among all stakeholders and across all landscapes, using best science, to make meaningful progress towards the three goals:”<sup>2</sup>



<sup>2</sup> <https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>



The four broad challenges outlined in The National Strategy match up with the three categories of wildfire risk reduction actions required of local governments who participate in CWS:



The principle underlying the creation of CWS and enacting it into law is that wildfire risk reduction ultimately leads to improved outcomes for all parties involved. By partnering together, FFSL and local government can leverage their strengths to protect communities from the potentially devastating fiscal shock of catastrophic fires, mitigate hazardous fuels in order to reduce the threat of wildfire, increase suppression capabilities for more effective Initial Attack, and reduce human-caused wildfires through wildfire prevention efforts.

# Laws and Rules

The Cooperative Wildfire System is administered by the Division of Forestry, Fire and State Lands. The following state codes and administrative rules are provided as the foundation of CWS, and this manual draws from them in forming policy and procedures surrounding the administration of the program.

- Utah State Code 65A-8-101..... “Division responsibilities for fire management and the conservation of forest, watershed, and other lands – Reciprocal agreements for fire protection”
- Utah State Code 65A-8-202..... “County Responsibilities”
- Utah State Code 65A-8-202.5..... “City and town responsibilities”
- Utah State Code 65A-8-203..... “Cooperative fire protection agreements with counties, cities, towns, or special service districts”
- Utah State Code 65A-8-203.1..... “Delegation of fire management authority”
- Utah State Code 65A-8-203.2..... “Billing a county or municipality not covered by a cooperative agreement – Calculating cost of wildfire suppression”
- Utah State Code 65A-8-204..... “Utah Wildfire Fund created”
- Utah State Code 65A-8-215..... “Wildland-urban interface fire prevention, preparedness, and mitigation”
- Utah State Code 65A-8-402..... “Evaluation of wildland urban interface property – Fee amounts – Rulemaking”
- Utah State Code 17-16-22..... “Wildland urban interface evaluation and fees”
- Utah State Code 11-7-1..... “Cooperation with other government units – Burning permits – Contracts”
- Administrative Rule 120..... “Wildland Fire Responsibilities”
- Administrative Rule 121..... “Utah Wildfire Fund”
- Administrative Rule 122..... “Cooperative Agreements”

# Cooperative Agreement

This agreement is the core of the Cooperative Wildfire System and stems from state code and administrative rules listed above. Any changes to state law will take priority to the cooperative agreement.

Participating in CWS requires a cooperative agreement between the local county or municipality and the Division of Forestry, Fire and State Lands. Participating entities are encouraged to be thoroughly familiar with their cooperative agreement.

## ELIGIBLE ENTITY

Utah Code 65A-8-203 specifies which local government entities are eligible to participate in CWS:

- “(i) a county, a municipality, or a special service district, special district, or service area with:
  - (A) wildland fire suppression responsibility as described in Section 11-7-1; and
  - (B) wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
- (ii) upon approval by the director, a political subdivision established by a county, municipality, special service district, special district, or service area that is responsible for:
  - (A) providing wildland fire suppression services; and
  - (B) paying for the cost of wildland fire suppression services.”<sup>3</sup>

The key elements of this statute are that the governmental entity in question must fulfill both requirements: legal responsibility for wildfire suppression *and* bearing the financial burden for wildfires.

Counties that contain high risk wildland urban interface properties are required to participate in the Cooperative Wildfire System, per Utah Code 17-16-22<sup>4</sup>, and comply with the terms of the cooperative agreement to address the threat of wildfire.

## SPECIAL SERVICE DISTRICTS

Special service districts are explicitly named as eligible in the above code, but the complexities of Utah’s legal code obfuscate their eligibility qualifications. CWS participation allows FFSL to pay for the costs of delegated wildfires, costs that otherwise would be born by the county or municipality, as FFSL is not allowed to bill special service districts for suppression costs<sup>5</sup>. Additionally, state code 11-7-1, 65A-8-202 and 65A-8-202.5 specify only two types of governmental entities that are

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<sup>3</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

<sup>4</sup> <https://le.utah.gov/~2025/bills/static/HB0048.html>

<sup>5</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.2.html>

responsible to “provide adequate fire protection within their own territorial limits”<sup>6</sup> and “abate the public nuisance caused by wildfire”<sup>7</sup>: counties and municipalities.

Due to these complexities, special service districts who seek to participate in CWS must insure that the counties and municipalities within their jurisdiction are complying with the terms of the agreement. For example, a special service district with unincorporated area would require that the county in question have a County Fire Warden Agreement with FFSL.

## AGREEMENT TERMS

Under the agreement, FFSL agrees to assume the suppression costs and primary management of delegated wildfires for participating entities who comply with the terms of the agreement. Participating Entities are required to address the local threat of wildfire in the following ways:

### PE RESPONSIBILITIES:

- **Have primary responsibility for Initial Attack (“IA”)**
- **Implement a Community Wildfire Preparedness Plan (“CWPP”)**
- **Complete the Annual Participation Commitment (“PC”) Statement**
- **Fulfill the participation commitment**
- **Document and report PC actions to FFSL**
- **Ensure wildland firefighters are trained at least to minimum standards**
- **Ensure wildland equipment meets NWCG requirements**
- **Initiate cost recovery actions when appropriate**
- **Adopt and enforce the WUI code**
- **Have a county fire warden (counties only)**

## SIGNATORIES

As the cooperative agreement is a legal document between governmental bodies, it is imperative that the agreement and all ensuing documents are signed by the appropriate persons. For FFSL, this includes the local Area Manager and the Director/State Forester. For counties, municipalities and special service districts, it is the chief executive of the governing body of that entity<sup>8</sup>. Counties often require a county commissioner as signatory. For municipalities it will usually be the mayor or city manager. Special service districts who meet the eligibility requirements will have the top executive, usually the fire chief, to be signatory. Documents signed by anyone other than the chief executive for that government entity will not be valid and will result in revoking CWS participation if not corrected.

<sup>6</sup> [https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1\\_2016051020170101](https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101)

<sup>7</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

<sup>8</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

## REVOCATION

The Cooperative Agreement may be revoked by either party within specific criteria outlined in the agreement. The most common reason for revocation is a Participating Entity's non-compliance with the terms of the agreement

When the cooperative agreement is revoked, the state is no longer paying for delegated wildfires, and those costs will be billed to the jurisdiction that is financially responsible for them.

Utah Code 65A-8-203(7) and Administrative Rule R652-122-900 outline how the cooperative agreement may be revoked:

- “1. An eligible entity may revoke a cooperative agreement before the end of the agreement's term by:
  - (a) informing the division, in writing, of the eligible entity's intention to revoke the cooperative agreement; or
  - (b) failing to sign and return the annual participation commitment statement as described in Section R652-122-800, unless an extension has been granted by the division.
2. A cooperative agreement may not be revoked before the end of the fiscal year if the participating entity signed and returned an Annual Participation Commitment Statement. The revocation will be effective the next fiscal year.
3. The division may revoke a cooperative agreement only pursuant to division rules and the terms of the cooperative agreement.
4. An eligible entity whose cooperative agreement has been revoked shall be responsible for the costs of wildfire suppression within its jurisdiction for any time period during which the entity failed to meet the requirements of the cooperative agreement.”<sup>9</sup>

When the agreement is revoked, all wildfire costs are then billed to the county or municipality not under agreement, per Utah Code 65A-8-203.2. Special service districts are in a unique position in that they are eligible to participate in CWS, but when they become ineligible, FFSL cannot bill them directly, instead billing the county/municipality(s) in the jurisdictional area of the special service district.

Complying with the terms of the cooperative agreement and completing the annual Participation Commitment Statement are essential to participating in CWS.

## Community Wildfire Preparedness Plan

Addressing the threat of wildfire in the Wildland Urban Interface requires an accurate picture of the localized threat and what specific actions will be taken to reduce that threat. A CWPP is the primary vehicle that takes a close look at wildfire's potential impact to the community and provides a

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<sup>9</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

collaborative approach to long-term planning for the safety and protection of citizens, private property and infrastructure. The purposes of a CWPP are outlined below:

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk.
- Enhance levels of fire and smoke resilience and protection to the communities and infrastructure.
- Identify the threat of wildland fires in the area.
- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire.
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk.
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.

The desired outcomes of a CWPP are those of the National Cohesive Wildland Fire Management Strategy discussed previously: resilient landscapes, fire adapted communities, and safe and effective wildfire response. A valid CWPP must meet the following requirements:

The *minimum requirements* for a CWPP as described in the HFRA are:

- (1) **Collaboration:** A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties.
- (2) **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect one or more at-risk communities and essential infrastructure.
- (3) **Treatment of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

CWPPs are initiated and developed by the participating entity, with support provided by FFSL. Having this long-term plan ensures the actions taken in CWS align with the areas of greatest need for that community. CWPPs must be signed off by the local FFSL Area Manager and updated at a minimum every 5 years in order to be current.

# Participation Commitment Statement

The Participation Commitment Statement is a major component of CWS, providing the monetary value of PC that the Participating Entity must fulfill. PC may be met in any of the following ways: *mitigation* of hazardous fuels, *preparedness* by improving readiness, *prevention* through public education, and *direct payment*. Failure to return a completed PC Statement by the deadline is automatic revocation from participating in CWS, per Utah Code 65A-8-203<sup>10</sup>.

## IMPLEMENTATION PLAN

The PC Statement is a planning document, first and foremost. Drawing from their CWPP, the PE will document what they expect to accomplish in the upcoming year to mitigate the threat of wildfire. This annual *implementation* plan is signed off by the FFSL Area Manager, ensuring approval for the actions listed. Thus, a straight line may be drawn from the CWPP through the PC Statement to the actions accomplished each year.

Planned actions placed on the PC Statement should be brief, yet specific. Overly vague or broad actions may be rejected. Actions that don't align with the CWPP, address the highest wildfire risk, or make a meaningful impact, may also be rejected. Considered thought should be taken to ensure the actions on the PC Statement provide the maximum benefit in reducing the threat of wildfire in that locale.

FFSL area staff may assist PEs in developing annual plans and providing guidance to ensure actions align with the intent of CWS, but they are advisors only.

## SIGNATORIES

The PC Statement, like the Cooperative Agreement, must be signed by both parties indicating agreement with the implementation plan. For the Participating Entity this is the chief executive (per Code 65A-8-203(6)<sup>11</sup>), and for FFSL this is the Area Manager and CWS Manager.

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<sup>10</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

<sup>11</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>



# Participation Commitment Calculation

The calculation used to determine a Participating Entity's annual commitment is outlined in Utah Administrative Rule R652-122<sup>12</sup>. The value of Participation Commitment is computed by adding together the Wildfire Risk Assessment and the Historic Fire Cost Average.

$$\begin{array}{r} \text{WILDFIRE RISK ASSESSMENT} \\ + \text{AVERAGE HISTORIC FIRE COSTS} \\ \hline = \text{PARTICIPATION COMMITMENT} \end{array}$$

## WILDFIRE RISK ASSESSMENT

The Wildfire Risk Assessment utilizes data from the Fire Risk Index ("FRI") within the Utah Wildfire Risk Assessment Portal ("UWRAP") to determine the number of acres within each jurisdiction corresponding to high risk and medium risk for wildfire (low risk is ignored). These risk acres are assigned a dollar value based in Rule R652-122-400 and adjusted for inflation.

	County Risk Assessment	Municipality Risk Assessment
Medium Risk Acre	\$0.30	\$2.00
High Risk Acre	\$0.40	\$3.50

UWRAP is required to be updated every two years "as data sources and technology allow"<sup>13</sup>. Risk data may not reflect recent changes to the landscape, and local information is needed in order to update the mapping.

$$\text{WILDFIRE RISK ASSESSMENT} = (\text{Risk Acres}) \times (\text{Assessment Value}) \times (\text{CPI})$$

## HISTORIC FIRE COST AVERAGE

When a wildfire occurs, the local jurisdiction is responsible for suppression and all the associated costs. However, when the wildfire is delegated to FFSL, the State assumes all the costs from that point forward. Historic costs of delegated wildfires are totalled for each year and averaged across 10 years (dropping the high and low) to reflect the normal costs of wildfire within that jurisdiction. The fire cost calculation on the PC Statement is used to determine exactly how much the State paid on behalf of the Participating Entity.

<sup>12</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>

<sup>13</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>



### AVERAGE HISTORIC FIRE COSTS = Historic Fire Costs ÷ 8

$$\begin{aligned} & \text{Year 1 (total incident costs) x CPI} \\ + & \text{Year 2 (total incident costs) x CPI} \\ + & \text{Year 3 (total incident costs) x CPI (High Year)} \\ + & \text{Year 4 (total incident costs) x CPI} \\ + & \text{Year 5 (total incident costs) x CPI} \\ + & \text{Year 6 (total incident costs) x CPI} \\ + & \text{Year 7 (total incident costs) x CPI} \\ + & \text{Year 8 (total incident costs) x CPI} \\ + & \text{Year 9 (total incident costs) x CPI (Low Year)} \\ + & \text{Year 10 (total incident costs) x CPI} \\ \hline = & \text{Historic Fire Costs} \end{aligned}$$

## INCIDENT FIRE COSTS

To understand how individual incident costs are determined, it's helpful to understand "cost shares". A cost share agreement gathers all those with financial responsibility for the incident to decide how the total wildfire costs will be divided amongst the agencies.<sup>14</sup> FFSL acts on behalf of all State agencies, counties and municipalities in negotiating with our federal partners to determine which jurisdictions bear which costs. The resulting cost share agreement provides the final costs percentages for each jurisdiction.

Entities who do not participate in CWS are billed for these costs once the cost share is finalized. For CWS participants, FFSL assumes all their costs after delegation. The Fire History Report provided with the PC statement, include the incident costs borne by the State on behalf of the PE.

FFSL determines each county and/or municipality's costs by dividing the number of acres burned within that jurisdiction from the total nonfederal acres burned, then multiplying that percentage by the State's total incident cost.

$$\text{INCIDENT COSTS} = (\text{Acres burned in jurisdiction} \div \text{total nonfederal acres}) \times \text{State costs}$$

## INFLATION

In order to account for inflation, all numbers are adjusted using the Consumer Price Index ("CPI") calculator from the Bureau of Labor Statistics. This brings historic fire costs and risk assessment values into today's dollars.

<sup>14</sup> <https://gacc.nifc.gov/oscc/cwccg/docs/2023/Cost%20Share%20Agreement%20Guide.pdf>

## APPEALING THE PC STATEMENT

If there are major discrepancies in the wildfire risk assessment or historic fire costs, the Participating Entity may appeal by submitting a request in writing to the CWS Manager within 30 days of receipt of the PC Statement. For historic fire costs, the appeal should specify which fires and why the PE has a concern. For wildfire risk assessment, the appeal must fit the following specific criteria:

- The area in question must be a minimum of 100 acres for a municipality and a minimum of 1,000 acres for a county.
- The PE must use the UWRAP “Area of Interest” tool to outline the exact area in question.
- Only changes from “burnable” to “nonburnable” will be approved (e.g. a parking lot where a field used to be).

Appeals will be reviewed within 30 days and a determination provided to the PE. If the PE is unsatisfied with the determination, they may escalate the appeal to the State Forester, per rule R652-122-300<sup>15</sup>.

## EFFECT OF PC ACTIONS ON PC STATEMENTS

As the PE completes projects that have a meaningful impact on the wildfire risk, both the risk data and the historic fire costs will be subsequently impacted. As long-lasting fuel treatments occur and are maintained in high-risk areas, the risk mapping update may reflect a lower risk rating. More importantly, effective fuel treatments are proven to alter fire behavior and aid suppression efforts, thus reducing the fire costs. Better IA resources and training also reduce fire costs by increasing the likelihood of early containment of wildfire starts. And expanding wildfire prevention efforts help reduce the number of human-caused fires, again reducing the historic fire costs.

## Participation Commitment Actions

PC actions are the primary vehicle used to meet the intent of CWS in reducing the threat of wildfire to Utah’s communities and natural resources. The threat to each community is unique, just as the actions taken to address the threat. Recalling the National Cohesive Strategy, PC actions fall under three categories: mitigation, preparedness and prevention. Mitigation work impacts the potential size, intensity and complexity of wildfires by treating hazardous fuels surrounding communities and improving the fire resilience of structures, especially in the Wildland Urban Interface (“WUI”). Preparedness efforts focus on improving the safety, capability and efficiency of wildfire response through better equipment, more advanced training and community planning. Prevention projects are aimed at reducing human-caused wildfires primarily through public education.

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<sup>15</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

## APPROVED PC ACTIONS

What follows is a list of suggested actions that are proven to meet CWS objectives.

### MITIGATION:

- Thinning of hazardous fuels.
- Prescribed fire of hazardous fuels.
- Creating fuel breaks along trails and roads.
- Community chipping events.
- Maintenance of previous fuel reduction projects.
- Equipment used for fuel reduction.

### PREPAREDNESS:

- Wildland firefighter training beyond FFT2.
- Wildland fire apparatus, equipment and PPE.
- Improved communication systems for wildfire responders.
- Improving ingress/egress for WUI areas.
- Secondary water systems and dip sites for wildfire suppression.
- WUI lot assessments inspecting defensible space.

### PREVENTION:

- Wildfire educational material purchases.
- Ready, Set, Go! program delivery.
- Wildfire prevention media campaigns.
- Open houses with wildfire prevention messaging.
- Law enforcement patrols for burn permits and fire restriction.

These actions are not exclusive, nor will every action meet the needs of every community. For this reason CWS is structured to facilitate collaboration between PEs and FFSL area staff, especially on the PC Statement, to assure actions have a meaningful impact on wildfire risk reduction.

The foundational question to ask when planning projects is this:

**What will have the greatest impact on reducing the threat of wildfire?**

## PC ACTIONS NOT ALLOWED

CWS is concerned with what happens before a wildfire starts. All suppression activities will not apply to PC, including Initial Attack.

Certain projects, while beneficial, may not be allowed to count toward PC due to the financial source or result from the project.

Another example is the PE's obligations in the Cooperative Agreement. In order to enter into CWS, certain conditions must be agreed to, and those conditions are not eligible to be counted toward PC. On the other hand, if the PE is expanding their capabilities or going beyond the minimum, then those actions may be allowed.

Costs of existing employees or programs are not allowed. The most common example is a weed program. While weed programs may have a minor impact on wildfire, they exist outside of CWS and don't address the highest risk.

- Wildfire suppression (including IA).
- Projects that produce a profit for the PE.
- Project funding source is the state, or state-administered.
- State or federal costs for projects.
- Previously matched projects.
- IA readiness.
- Cost recovery efforts.
- CWPP initial development.
- WUI Code adoption and enforcement.
- Costs of existing employees or programs.
- Salaries of employees (instead of hourly costs when on approved projects).
- Culinary water system projects.
- Improving individual residential structures.

Additionally, FFSL Area Managers are tasked with ensuring PC actions meet the intent of CWS. If a PE chooses to report an action that was not approved on the PC Statement, it may be denied, even if it's on the previous list of suggested actions.

PC actions must

## INITIAL ATTACK READINESS

Municipalities and counties are responsible to "provide adequate fire protection within their own territorial limits; and cooperate with contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal government agencies to maintain adequate fire protection within their territorial limits."<sup>16</sup> The Cooperative Agreement reinforces state law, including effective Initial Attack response as a key component of the Agreement. As such, actions taken to maintain minimum IA personnel and equipment will not qualify toward PC. Examples include: vehicle maintenance of IA apparatus, minimum training and refreshers, and replacing IA equipment and supplies.

On the other hand, actions that increase the wildfire suppression response of the PE are encouraged and will qualify for PC. Specific examples include:

- Career fire departments that complete firefighter training above the FFT2 level.

<sup>16</sup> [https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1\\_2016051020170101](https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101)

- Volunteer fire departments that complete firefighter training beyond the minimum S190 and S130 courses.
- Improvements to IA equipment that increase capability (such as larger pumps or better communication systems).
- Apparatus purchases that go beyond the minimum IA standard (e.g. pumpkin tanks, helicopter dip sites, additional fire engines, etc.)

Minimum IA readiness requirements are not spelled out in rule or policy as it will vary considerably by jurisdiction. IA response will be assessed as wildfires occur to determine if the PE has adequate resources to meet their obligation to “abate the public nuisance caused by wildfire”<sup>17</sup>. PEs are encouraged to discuss potential actions related to the Preparedness category with their FFSL Area Manager to ensure they meet the intent of CWS.

## SHARED POSITIONS

Shared positions between counties and FFSL, such as Assistant County Fire Wardens, often work on CWS projects for their county. The rules for reporting their efforts remain the same as any other position: PEs report on accomplishments, not salaries of employees. For example, if the Assistant works on a mitigation project, the PE should include the costs of the Assistant’s time on the project when they report, but they would not report the whole salary separated from accomplishments.

## CROSS-BOUNDARY PROJECTS

“Wildland fire knows no boundaries”, a common phrase in the industry, also applies to wildfire risk reduction activities. Cooperation between neighboring municipalities and counties may result in work crews paid for by one entity performing mitigation work in their neighbor’s jurisdiction. Those actions can count toward Participation Commitment if the reporting PE: 1) paid for the work (or administered it with volunteer labor), and 2) the work reduces the wildfire risk to the reporting PE.

## CARRY-OVER

PC actions that exceed the participation commitment value for the year may qualify for carry-over into subsequent years. Reporting amounts surpassing the PC does *not* automatically roll over, only specific actions that have prior written approval from the FFSL Area Manager.

Potential carry-over actions should be planned for on the approved PC Statement. This enables the PE to know how much may be applied to their PC before the PE expenses the action. FFSL provides a Carry-Over Approval Form specifying the amount and duration of the carry-over, signed by the FFSL Area Manager. Capital improvement projects (such as a new wildland fire brush truck) can carry over for a maximum of five years. Non-capital improvement projects (such as a large hazardous fuel mitigation project) can carry over a maximum of three years. The duration of carry-over will depend on how long that project will be impactful to the wildfire risk.

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<sup>17</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

An example of a mitigation project that would not carry over, despite being a large expense, is expanding roadway mowing to lessen the likelihood of wildfire starts from vehicles. While this is a great project, no carry-over would apply since the grass would grow back and the project wouldn't be impactful to the wildfire risk in subsequent years.

Reporting carry-over actions is like all other actions. *Only report the amount to be applied that year.* And the carry-over form must be uploaded to CWS as supporting documentation each year the action is reported. Unlike the three foundational documents of the CWS program (i.e. the Cooperative Agreement, the CWPP, and the PC Statement), the carry-over form does not require the signature of the chief executive of the PE.

## RATES

Paid personnel who work on PC projects should accurately account for their time spent, showing their true cost. Recall that whole salaries cannot be applied to PC, only time on specific approved projects.

Volunteers likewise should account for their time supporting PC projects. Rates are based on the Independent Sector<sup>18</sup> national volunteer rate (updated annually around April). The website will display the current rate (\$34.79 for 2024) and the historical rates. Equipment rates are taken from the FEMA schedule<sup>19</sup> of equipment rates.

## PERCENTAGES

PC actions are no longer required to meet category percentages. Previously, mitigation was required to be at least 50% of PC and preparedness a maximum of 25%. While well-intentioned to assure mitigation was prioritized and unnecessary purchases were minimized, compliance was difficult for entities with very low PC.

Removing the percentage requirement allows much greater flexibility to identify and implement actions that address each PE's unique needs. It's important that the local jurisdiction address the wildfire threat in a meaningful way, which is why FFSL expects to be able to draw a straight line from the long-term plan (CWPP) through the annual implementation plan (PC Statement) to the mitigation, prevention and preparedness actions taken each year. Both planning documents, the CWPP and PC Statement, are signed by FFSL demonstrating approval of the.

The percentages are still used as general guidelines, and straying too far from these guidelines will trigger a close examination from FFSL to ensure planned and reported actions meet the intent of CWS.

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<sup>18</sup> <https://independentsector.org/resource/value-of-volunteer-time/>

<sup>19</sup> <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>



# Participation Commitment Reporting

As PEs complete the projects outlined on their PC Statement, they report those actions to FFSL. Failure to report is the most common reason for non-compliance with the cooperative agreement and revocation from CWS. Reporting must be submitted in the identically named CWS software tool within UWRAP. Starting in 2025, reporting for all entities is on the calendar year with the annual deadline being December 31<sup>st</sup>.

## CWS SOFTWARE

The CWS reporting software tool can be found here: [cws.wildfirerisk.utah.gov](https://cws.wildfirerisk.utah.gov). It was developed to simplify reporting and data collection, allowing PEs to report actions *as they happen*, instead of waiting until the end of the year. In order for FFSL to approve the action, it must meet the following conditions:

- **Action aligns with the PC Statement and CWPP.**
- **Supporting documentation is provided showing costs.**
- **Mapping is added for mitigation projects.**

Both submitted (“projected”) and approved (“confirmed”) actions can be viewed in the PEs’ CWS portal, with the totaled dollar values appearing on the dashboard. Currently the PC amount is not displayed, so PEs must review their PC Statement to compare their PC to the amount reported in the CWS software. In the example below, the PC amount for the entity was roughly \$575,000. Assuming all of these submitted actions will be approved, they’ll have exceeded their PC amount.



Display Year: 2025 ▾

Summary

Wildfire Mitigation Actions

Wildfire Preparedness Actions

Wildfire Prevention Actions

CWPP Document

Cooperative Agreement

All Documents

The menu of the CWS software allows a reporting entity to see the summary (dashboard) for the year specified, add actions in any of the three categories, see the cooperative agreement and CWPP, and view all the documents submitted that year.

*All compliance documents must be added to CWS*, including the PC Statement once fully signed. Once the CWPP and Cooperative Agreement are uploaded, they'll be displayed with an expiration date.

In order to add actions to a previous year, click the drop down arrow on the year to select the year in question.

Adding an action is as simple as clicking on the category, then the subcategory, and filling in the details: name, dates, cost, description (and metrics for specific actions). Once the Action Details are complete – click “save” and move down to “map” for mitigation projects (again hitting “save” when the map is complete). Finally, add supporting documentation to “Receipts & Documents” before finally hitting “submit”.

Actions submitted by PEs are then reviewed by the local FFSL Area Manager.

Approval occurs when actions align with the PC Statement and CWPP, include adequate supporting documentation, and are mapped (for mitigation projects). Denied actions will include “Approver Notes” specifying the reason for rejection and if any steps can be taken to correct the issue.

Action Details

Status: New

Action Details

Receipts & Documents

Map

\*Action Name

\*Type

\*Start Date

\*End Date

\*Total Estimated Cost

Hours

\*Acres Completed - Estimated

Biomass Tons per Acre

\*Description

Save

Submit

## DOCUMENTATION

All reported PC actions must include supporting documentation that shows how the value was determined. For purchases, this would be a receipt. For projects this can be the [CWS Individual Accounting Sheet](#). Photos of actions are encouraged, especially before and after photos of mitigation projects. In short, FFSL must see evidence of what occurred, and how the dollar figure was calculated.



## MAPPING

All mitigation actions must include the “map” feature when submitting the action. Most types of mitigation work will utilize the polygon feature, outlining the exact area work was completed. Do not outline the whole jurisdiction or locations where work was not done (like water features). These maps are collected into the broader UWRAP ecosystem so that FFSL and its partners may see where work has occurred on the ground.

## REPORTING FOR MULTIPLE ENTITIES

Separate from special service districts discussed in the Eligible Entity section, many municipalities contract wildfire suppression resources from neighboring municipalities and assign their PC reporting to the fire department in question. In such instances, the fire department often performs wildfire risk reduction projects that impact all the PEs they service, and then report on those actions. To assure these actions are recorded properly, each Participating Entity must be reported for separately, and each must fulfill their PC. An exception to this policy exists when the Cooperative Agreements of the PEs in question state their agreement to combine their PC Statements and reporting. In such cases, the PC Statements would still need to be signed by all the PE’s chief executives annually.

## Direct Payment

2024 legislation added the option of Direct Payment to fulfill their Participation Commitment<sup>20</sup>. While open to all PEs, the primary intention of this change is to assist entities with very low PC who want to participate in CWS, but find it difficult to perform and report on meaningful work with such small budgets. The administrative burden to plan, schedule, implement, and report on a small PC action may outweigh the potential impact of such a project. Thus, Direct Payment provides a means to skip the administrative work for PEs whose risk and fire history are quite low. Additionally, it provides a pathway for PEs that have found themselves behind on their commitment and unable to catch up from previous years. PE’s who’ve fallen short on their PC may make a Direct Payment in order to be current.

It’s important to note that direct payments do not shift the responsibility to reduce the risk of wildfire from that jurisdiction to the State. FFSL must approve Direct Payment requests, and PEs with high wildfire risk must be engaged in addressing that risk to be approved. Direct payments are not reinvested into the community from which they originated, instead direct payments are placed into the Utah Wildfire Fund, which pays for wildfire suppression costs on state lands or delegated fires, provides fire department grants, and pays for wildfire prevention costs across the state of Utah.

## PROCESS

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<sup>20</sup> <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

PEs who wish to pay all or part of their PC directly will follow this process to ensure the payment counts toward their commitment:

1. Participating Entity requests approval from the FFSL Area Manager for the direct payment amount.
2. FFSL Area Manager works with FFSL Finance to create an invoice that will be sent to that PE.
3. PE pays the invoice with a description that says “CWS Payment for ‘X’ year”.
4. FFSL Finance communicates with the Area Manager and CWS Manager once payment has been made.

Until UWRAP is updated to account for this recent change, the following steps are necessary to ensure it counts toward their PC amount in the CWS reporting system:

5. PE adds an "action" in the CWS portal, titling it Direct Payment, with the amount paid (includes the invoice as documentation).
6. Area Manager approves action once finance confirms payment has been received.

It's imperative that this process is followed in order for the payment to be accepted and recorded properly.

## Initial Attack, Training, and Equipment

Bolstering wildfire response is a key element of the cooperative agreement. PEs are responsible for wildfire Initial Attack (generally, the first 24 hours) within their jurisdiction, including all costs before delegation. PEs must demonstrate safe and effective wildfire IA, as determined by FFSL. Counties who participate in CWS will have a county fire warden, but that position does not provide primary IA response and will not be counted when assessing a county's compliance with the IA requirement.

In order to enter into a Cooperative Agreement, the PE's firefighters must meet specific minimum training as outlined in Administrative Rule R652-122-1400<sup>21</sup>. The two courses specified (NWCG S-130 and S-190<sup>22</sup>) are required for IA within the local jurisdiction, alongside the annual refresher training (RT-130).

Participation on a delegated wildfire requires firefighters to meet the higher minimum standard of FFT2 training. Course requirements may change, so please contact your local FFSL Fire Management Officer (“FMO”) for current course information.

When a wildfire is delegated to FFSL, all IA resources that do not meet the minimum NWCG FFT2 qualifications may be requested to leave the incident. The incident commander under the delegation will determine when and how this will take place to ensure the safety of firefighting personnel while maximizing the likelihood of wildfire containment.

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<sup>21</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

<sup>22</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Apparatus and equipment used for IA and on delegated wildfires must meet NWCG requirements or FFSL Fire Department Manual standards. Engines and water tender requirements are specified in Administrative Rule R652-122-1500<sup>23</sup>.

## DELEGATION

Typically a wildfire won't be delegated until it transitions to Extended Attack ("EA"). Formal delegation of fire management authority releases the local jurisdiction from the fiscal and management responsibility, transferring them to the Division of Forestry, Fire and State Lands. Administrative Rule R652-122-1200<sup>24</sup> states:

- "1. Delegation of Fire Management Authority occurs when:
- (a) State or Federally owned lands are involved in the incident; or,
  - (b) firefighting resources are ordered through an Interagency Fire Center beyond "pre-planned dispatch";
  - (c) at the request of the participating entity, local fire official on scene, having jurisdiction; or
  - (d) at the discretion of the State Forester after consultation with local authorities."

A timestamp of the delegation is recorded by the interagency fire center. Before delegation, costs are borne by the local jurisdiction(s). After delegation, FFSL taps into the Utah Wildfire Fund for all approved costs incurred. Firefighters and responders who are on the incident during the transition should follow the current FFSL Fire Department Manual and Rates to insure the correct process is followed at delegation.

The timing of delegation will vary based on the risk the fire poses and the capabilities of responding resources. That timing impacts the immediate and future costs borne by the financially responsible jurisdiction. If it's deemed necessary to delegate the fire quickly, to bring in additional resources for example, the initial attack costs born by the local jurisdiction will be minimal. Correspondingly, the delegated fire will now have much higher costs, which will be computed on the historic fire report as part of the Participation Commitment. FFSL also uses delegation decisions when evaluating compliance with the Initial Attack requirement of the Cooperative Agreement.

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<sup>23</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

<sup>24</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

## Cost Recovery

PEs are required to take legal action to recover suppression costs on negligently-caused wildfires delegated to the state. Cost recovery efforts must pursue entire costs incurred by all agencies on the wildfire. If the PE does not intend to pursue cost recovery, they must seek written approval from the State Forester. FFSL reserves the right to initiate cost recovery at any time.

When funds are recovered, they must be distributed amongst all entities with incurred costs. Those suppression costs incurred by the state are repaid to the Utah Wildfire Fund.

## Wildland Urban Interface

With legislative changes surrounding the Wildland Urban Interface (“WUI”) requirements, the cooperative agreement simply requires PEs to comply with all statutes, regulations and policies related to the WUI.

To participate in CWS, counties are required to adopt and enforce the current Utah WUI building standards per Utah Code 65A-8-203(4)(f)<sup>25</sup>. Municipalities must meet that same requirement come January 1, 2026.

The specifics of implementing the new Utah Code 65-8-402, effective January 1, 2026, will be outlined in a separate addendum to the Cooperative Agreement - the “Wildland Urban Interface Agreement”. This document will clarify how WUI fees are assessed and retained, how classification determinations (lot assessments) are performed, and how the Wildland Urban Interface Coordinators are trained and certified.

## Compliance and Audits

To ensure the Cooperative Wildfire System fulfills its intent to reduce the risk of wildfire to communities and natural resources in Utah, FFSL monitors compliance with the terms of the Cooperative Agreement. Annual compliance verification asks the following questions:

Has the PE fully met their Participating Commitment?  
Has the PE completed the Participation Commitment Statement?  
Does the PE have an active CWPP?  
Does the PE have adequate Initial Attack resources?  
Has the PE adopted and enforced the WUI code?

<sup>25</sup> [https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html?v=C65A-8-S203\\_2026010120250507](https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html?v=C65A-8-S203_2026010120250507)

Affirmative answers to all five questions show that the PE has a long-term plan (CWPP), which they draw from to create the annual implementation plan (PC Statement), resulting in meaningful work completed, and reported on, to reduce wildfire risk.

## AUDITING

FFSL will perform compliance audits of Participating Entities looking at the full breadth of the terms of the Cooperative Agreement, including:

- CWPP is effective,
- PC Statement plan draws from the CWPP,
- PC actions are meaningful,
- Initial attack response is adequate,
- Firefighter training meets minimum standard,
- Suppression equipment meets NWCG requirements,
- WUI code is adopted and enforced,
- Cost recovery is pursued when appropriate,
- County fire warden is employed.

Closely examining PC actions is central to the audit process. FFSL will assess the value of these actions in reducing the wildfire risk to the community, analyzing if the PE is addressing the highest wildfire threat in a meaningful way. This is done by closely reviewing the CWPP to verify the wildfire risk is accurately portrayed and the plan outlined includes impactful actions. Next, the PC Statement is compared to the CWPP to verify that the best possible activities are transferred to the annual implementation plan. Finally the PC actions reported in the CWS software are reviewed to assure they a) match the plans, and b) occurred as reported.

Audits will be random except in the following circumstance:

- PC greater than \$100,000
- Non-compliance with PC reporting
- PEs in “probation”

When a PE is found to be out of compliance, they will be placed on “probation” and notified in writing.

## PE STATUS

PEs fall into three categories with their level of compliance with the Cooperative Agreement: “active”, “probation”, or “ineligible”.

“**ACTIVE**” means the PE is fully compliant with the terms of the agreement, including having fully met their PC for the previous reporting year. PEs who fail to report by the deadline of December 31<sup>st</sup> may be given a 30 day extension penalty-free if they are actively working to complete the reporting.

**“PROBATION”** means the PE has failed to comply with one or more terms of the agreement, yet the Cooperative Agreement is still in effect allowing the PE to delegate fires to the State. If the issue is not fulfilling the Participation Commitment, the PE must satisfy the previous unmet PC in addition to the current reporting year to come into full compliance.

Probation is initiated with a letter to the PE stating what caused the probation, what the PE must do to return to “active” status, and the deadline to return to compliance. Failure to comply with the terms of the “probation” will result in the PE becoming “ineligible” to participation in CWS.

**“INELIGIBLE”** means the Cooperative Agreement has been revoked and the county or municipality is responsible for all fire costs moving forward. Note: not returning the PC Statement by the due date is automatic grounds for revocation.

If the revocation occurred after “probation”, the county or municipality will also be responsible for all fire costs incurred during the probationary period per Administrative Rule R652-122-900<sup>26</sup>. The PE will be notified in writing upon revocation of the agreement.

## REINSTATEMENT

PEs who are “ineligible” to participate in CWS may only seek reinstatement after one full year has passed since revocation. After that time, the PE may return to the program under the following circumstances:

**Fire bills are current:** in order to reenter CWS, the PE must have paid all outstanding fire bills.

**Less than five years since revocation:** If an entity participated in CWS within the previous five years and their agreement was revoked, they can be reinstated into the program by remedying the breach.

If the revocation was due to failure to fulfill the participation commitment for one or more years, the entity must make up the PC for the previous years out of compliance, in addition to meeting their new annual Participation Commitment. If the PE is unable to remedy this prior to signing a new agreement, they may reenter CWS under “probation” with specific terms to fulfill the previous unmet PC. Annual audits will ensure the PE is meeting the terms of the probation.

**More than five years since revocation:** Entities who previously participated in CWS and had their agreement revoked five or more years before, may sign a new agreement as an “active” member without needing to make up for previous years participation commitment. Before signing a new agreement, they must be current on all fire bills and other requirements of the Cooperative Agreement.

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<sup>26</sup> <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

# Roles and Responsibilities

## PARTICIPATING ENTITY

The Participating Entity is required to do the following:

- Comply with the terms of the Cooperative Agreement
- Provide a primary contact person's name, phone and email to their FFSL Area Manager (who shares it with the CWS Manager) for all CWS related communications
- Notify the FFSL Area Manager whenever the primary contact person changes
- Comply with the policies and procedures outlined in this document
- Comply with the audit efforts and audit recommendations
- Participate in annual CWS training with the FFSL Area Manager and/or the FFSL CWS Manager

## DIVISION OF FORESTRY, FIRE AND STATE LANDS

The Cooperative Wildfire System is the primary tool the state has for reducing the threat of wildfire across Utah. As such it includes FFSL staff from every level to carry out the mission of the program. PEs may use the following list of FFSL positions and their CWS duties to discover who best to seek assistance from when engaging in CWS work.

### **State Forester**

- Final arbiter of appeals to PC decisions

### **State Fire Management Officer**

- Oversees the Fuels Deputy to ensure program delivery
- Oversees Fire Deputy and Fire Finance maintenance of Equipment Rate list

### **State Fuels Deputy Fire Management Officer**

- Manages CWS Manager

### **CWS Manager**

- Messaging and rollout of CWS changes
- Arbitrates Area Manager questions on allowable PC Actions
- Maintains Policy and Procedures Manual to ensure uniformity of program delivery
- Provides CWS Program Guide updates
- Sends Compliance letter to PEs
- Sends quarterly email reminder to all PEs
- Report at Spring and Fall Fire Meetings
- Calculates PC for each PE in coordination with Finance and GIS
- Provides PC statements to the Areas or individual PEs as requested
- Signs completed PC Statements after Area Manager
- Maintains spreadsheet with contact information for each PE

- Participates in PE audits with DNR's internal audit group
- Train PEs in their tracking and reporting of PC actions
- Provides notification of non-compliance with reporting requirements
- Monitors compliance with the CA, and adjudicates questions about allowable PC actions
- Review and recommend potential projects statewide
- Approves carry-over requests
- Verifies alignment with CWPPs and CWS
- Tracks match in coordination with the Statewide Grant Coordinator
- Tracks direct payments
- Initial arbiter of PC appeals
- Provides annual reports to FFSL leadership
- Grants access to CWS for first time users

#### **Area Manager**

- Oversees Area CWS program
- Ensures that changes to each entity's primary contact person are captured in the Division spreadsheet
- Reviews and signs PE's Cooperative Agreement and CWPP
- Approves proposed PC actions outlined in entity's PC Statement, and signs submitted Statements in coordination with CWS Manager.
- Approves (or denies) PC Actions submitted to the UWRAP CWS Portal. Provides entities with clear guidance when denying a submitted action.

#### **Area Fire Management Officer**

- Directs county fire wardens
- Verifies that entities are meeting their initial attack response, minimum training and equipment requirements for eligibility
- Carries out additional duties as delegated by the Area Manager

#### **County Fire Warden**

- Maintains close relationships with PEs
- Coordinates with Area WUI Specialist to assist entities with CWPP preparation
- Advises and assists entities with project identification and planning
- Advises PEs on the annual reporting process, providing assistance where necessary (does NOT carry out PC actions or report on them for PEs, except for the county who jointly employees them)
- Carries out additional duties as delegated by the Area Manager

#### **Area WUI Specialist**

- Assists entities with CWPP preparation and project identification; ensures that CWPP is reviewed by State WUI Program lead.
- Provides federal grant & state funding application assistance for mitigation projects that fall outside of Participation Commitment



- Carries out additional duties as delegated by the Area Manager

### **GIS/IT Manager**

- Manages the CWS reporting software
- Provides GIS risk maps for all PEs for use in the PC calculation
- Updates the UWRAP risk data as technology and funding allow
- Assists PEs with technical issues using the CWS software

## **TRAININGS & SUPPORT**

FFSL will offer annual training to ensure all those participating in, and administering, CWS have current information on the program. Training documents include, but are not limited to, this CWS Policy and Procedures Manual, PC Reporting tutorials, and the quarterly newsletter. Live trainings are held at the area level, for PEs and FFSL staff, and PEs are encouraged to attend. These live trainings will cover the following topics:

- Changes to state law, policy or procedure
- Best practices and lessons learned
- Cooperative Agreement refresher
  - Eligibility
  - Terms
  - Status and revocation
- Participation Commitment refresher
  - Reporting in CWS software
  - Supporting documentation requirements
  - Project mapping requirements
  - Deadlines
- PC Actions refresher
  - Recommended actions
  - Actions not allowed
  - Carry-Over for actions exceeding PC
- Rates for paid labor, volunteer labor, and equipment
- Question and Answer session

If the PE has read the training documents and attended an annual live training, yet still has questions, FFSL staff are available to assist (please see the “Division of Forestry, Fire and State Lands” section immediately above to identify who best to contact).

## Deadlines and Documents

The annual responsibilities associated with CWS primarily revolve around the Participation Commitment – the PC Statement, performing and reporting PC actions, and compliance.

WHEN	WHO	WHAT
<b>Year-round</b>	<b>PE</b>	<b>PC projects completed &amp; recorded in CWS portal</b>
Year-round	FFSL	Compliance letters sent, with follow-up calls to PEs
Year-round	FFSL	Probation notices and opt out letters sent to PEs
April 15 <sup>th</sup>	FFSL	1 <sup>st</sup> quarter newsletter sent to PEs
July 15 <sup>th</sup>	FFSL	2 <sup>nd</sup> quarter newsletter sent to PEs
September 31 <sup>st</sup>	FFSL	PC Statements sent to PEs
October 15 <sup>th</sup>	FFSL	3 <sup>rd</sup> quarter newsletter sent to PEs
<b>November 30<sup>th</sup></b>	<b>PE</b>	<b>Completed PC Statements due to FFSL</b>
<b>December 31<sup>st</sup></b>	<b>PE</b>	<b>Signed PC Statement due to FFSL</b>
<b>December 31<sup>st</sup></b>	<b>PE</b>	<b>Final PC reporting due in CWS portal</b>
Year-round	FFSL	Audits of PEs completed

**Participation Commitment Statements** will be provided to PEs at least three (3) months in advance of the end of the calendar year. The PE is then required to complete the implementation plan portion of the statement and return it to FFSL within sixty (60) days of receipt. FFSL will then review the plan and either approve it, or request additional information. Once approved, FFSL will sign the PC Statement and return it to the PE for signature. All signatures must be completed, and the document returned to FFSL by year's end.

**Quarterly Newsletters** provide PEs with reminders and information about the CWS program, which may include:

- reminder to complete and report PC actions
- highlights of successful projects
- best practices for wildfire risk reduction activities based on the season
- contact information for the County Fire Warden and FFSL Area Manager
- reminder to update primary contact for CWS correspondence
- snippet(s) from the CWS Policy and Procedures Manual
- potential wildfire grant opportunities
- reminder to update CWPPs
- links to CWS reporting portal and the full CWS Policy and Procedures Manual


**Compliance Letters**, or “Notice of Cooperative Agreement Review”, inform PEs who are not compliant with one or more terms of the Cooperative Agreement what’s needed to retain their status as “active” in CWS. Most often these are sent to PEs who haven’t reported their full Participation Commitment as a reminder to do so by the deadline.

**Probation Letters** are for PEs that are officially in breach of their Cooperative Agreement, yet are working toward getting back into compliance and need more time. After discussions between the PE and FFSL, the probation letter is sent specifying the following: cause of the breach, steps to remedy the breach, deadlines to complete those steps, and consequences for not doing so. The letter reminds PEs that while they are under “probation” and meeting the deadlines, they are still covered by the Cooperative Agreement. However, if the PE fails to comply with the terms of the probation, the agreement will be revoked, naming the PE as “ineligible”, and all fire costs since the breach will be billed to the PE.


**Opt Out Letters** are sent to entities that do not want to participate in CWS. Entities may respond directly to FFSL, excluding themselves from the program. Additionally, FFSL will send the letter when the entity is non-responsive, providing a last opportunity to participate.

# Appendix


## CWS Reporting Video Tutorials:

 1 Introduction to CWS


## Individual Project Accounting Sheet:

 CWS Individual Project Accounting Sheet - MUST COPY TO EDIT

## CWS Carry Over Form:

 2025 Carry-Over Approval fillable.pdf


## Participation Commitment Statement:

 2025 Participation Commitment Statement.pdf


## CWPP Manual:


 Utah's CWPP Guide.pdf


## CWPP Template:

 Final CWPP template 2023.docx

## 2025 Cooperative Agreement:

 CWS 2025 Municipality Cooperative Agreement fillable.pdf

 CWS 2025 County Cooperative Agreement Fillable.pdf

 CWS 2025 Fire District Cooperative Agreement Fillable.pdf

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR COOPERATIVE BORROWING**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is between MORGAN COUNTY, a body politic of the State of Utah, with its principal place of business located in Morgan, Utah (“Morgan”), and WEBER COUNTY, a body politic of the State of Utah, with its principal place of business located in Ogden, Utah (“Weber”). Morgan and Weber are each individually referred to herein as a “Party” and collectively referred to as the “Parties”.

**Recitals**

WHEREAS, the Parties each maintain and operate a public library system; and

WHEREAS, the Parties each agree that a cooperative borrowing effort allowing the residents of each of their service areas to access the libraries of the other Party will expand and enrich the ability of such residents to access informational, educational, cultural, and recreational materials; and

WHEREAS, the Parties anticipate that the residents served by their public libraries will benefit in approximately equal degrees by the institution of cooperative borrowing privileges; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 (1953), *et seq.*, as amended;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall be effective beginning on August 1, 2025 and shall remain in full force and effect through July 31, 2029, and shall automatically renew thereafter for consecutive five year terms, unless it is otherwise terminated by the mutual, written agreement of the Parties or should either Party determine that it is being unduly burdened or harmed by this Agreement, in which case

either Party may terminate this Agreement by giving sixty (60) days written notice to the other Party as set forth below.

2. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement. The Director of the Morgan County Library and the Director of the Weber County Library shall serve as joint administrators of this Agreement.

3. Limited Scope. This Agreement applies only to library borrowing privileges.

4. Borrowing Privileges. Beginning with the commencement of this Agreement, the Parties will extend normal library borrowing privileges to residents of the other Party's service area. Each Party may establish such procedures as it deems necessary to ensure the patrons to whom borrowing cards are issued under this Agreement are bona fide residents of the other Party's service area. Patrons issued a borrowing card under this Agreement will be subject to the rules, procedures, and practices of the loaning library for the circulation of library materials.

5. Enforcement. Each Party is responsible for the enforcement of its own library borrowing rules, including all legal actions taken against patrons for delinquent accounts. Neither Party will intervene on behalf of patrons in its service area to circumvent the rules, procedures, or practices of the other Party. In addition, neither Party will assist the other Party in enforcing its rules, procedures, or practices against patrons issued a borrowing card under this Agreement.

6. Late Charges. Materials checked out from any of the Parties' libraries must be returned to the loaning library. The Parties agree that their respective libraries will assess any applicable late charges for materials based on the date of return to the loaning library. However, should a patron return material checked out from one Party's library to the other Party's library, the receiving library will return such material to the loaning library as expeditiously as possible.

7. Disclosure Obligations. The Parties agree to provide patrons who are issued cards under this Agreement with full information regarding the rules of the loaning library, its procedures and practices, and the conditions established for cooperative borrowing privileges. In particular, the Parties agree to

inform patrons that materials must be returned to the loaning library, that late charges will be assessed based on the date of return to the loaning library, and that all rules of the loaning library apply to the borrowing.

8. Monitoring. The Parties agree to monitor the use of the privileges established under this Agreement and to report the use to the other on an annual basis. The purpose of the monitoring effort will be to provide a means by which the Parties can evaluate the effectiveness of this Agreement.

9. Approval. This Agreement shall not be effective until approved by resolution of the governing body of each Party and filing of duplicate originals with the Clerk of each Party.

10. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by email or sent by postage pre-paid by registered, certified, or express mail, or by reputable overnight currier service and shall be deemed given when so delivered by hand or by email or, if mailed, three days after mailing as follows:

If to Weber: Weber County Commission Chair  
2380 Washington Blvd, Suite  
Ogden, UT 84401

With a copy to: Library Director  
Headquarters Library  
2039 W 4000 South  
Roy, UT 84067

If to Morgan: Morgan County Commission Chair  
48 West Young Street  
Morgan, UT 84050

With a copy to: Library Director  
Morgan County Library  
50 N 100 W ST  
Morgan, UT 84050

11. Entire Agreement. The Parties agree that this Agreement contains the entire understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof.

12. Assignment. The Parties agree that neither this Agreement, nor the privileges granted herein, may be assigned without the prior written consent of both Parties.

13. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Approval. As required by Utah Code Ann. § 11-13-202.5(3) (1953), as amended, prior to and as a condition precedent to this Agreement entering into force, this Agreement shall be submitted to an authorized attorney for each Party who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

15. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

16. Indemnification. Subject to the terms of the Utah Governmental Immunity Act and as is provided herein, the Parties agree that they are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials, or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents under the terms of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.



IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on dates indicated below.

MORGAN COUNTY

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Morgan County Clerk

Dated: \_\_\_\_\_

MORGAN COUNTY LIBRARY BOARD

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

Approved as to form and compatibility  
with the laws of the State of Utah:

\_\_\_\_\_  
Morgan County Attorney

Dated: \_\_\_\_\_

WEBER COUNTY

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk

Dated: \_\_\_\_\_

WEBER COUNTY LIBRARY BOARD

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

Approved as to form and compatibility  
with the laws of the State of Utah:

\_\_\_\_\_  
Office of the Weber County Attorney

Dated: \_\_\_\_\_

## RESOLUTION CR 25-36

A RESOLUTION OF THE MORGAN COUNTY COMMISSION APPOINTING **LESLIE A. HYDE** AS CHIEF ADMINISTRATIVE OFFICER OVER COUNTY RECORDS, **KIMBERLY PAYNE** AS CHIEF ADMINISTRATIVE OFFICER OVER ATTORNEY RECORDS, **KYLIE EARL** AS CHIEF ADMINISTRATIVE OFFICER OVER SHERIFF'S RECORDS, AND **JEREMY ARCHIBALD** AS CHIEF ADMINISTRATIVE OFFICER OVER PRIVACY.

WHEREAS, pursuant to Utah Code § 63A-12-103; Governmental entities are required to designate one or more Chief Administrative Officers (herein referred to as CAOs). The CAO of each governmental entity is mandated to establish and maintain an active, continuing program for the economical and efficient management of the entity's records as provided by Archives and GRAMA. Additionally, the CAO is responsible for creating and maintaining adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the entity designed to furnish information to protect the legal and financial rights of persons directly affected by the entity's activities.

WHEREAS, the Morgan County Commission finds it in the best interest of the public to designate more than one Chief Administrative Officer based on their access to specific department(s) data.

THEREFOR, the Morgan County Commission hereby appoints the Hon. Leslie Hyde as Chief Administrative Officer over County Records, Kimberly Payne as Chief Administrative Officer over Attorney Records, Kylie Earl as Chief Administrative Officer over Sheriff's Office Records, and Jeremy Archibald as Chief Administrative Officer over Privacy and causes recordation of these designations be reported to Utah State Archives.

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

MORGAN COUNTY COMMISSION:

ATTEST:

\_\_\_\_\_  
Matthew Wilson, County Commission Chair

\_\_\_\_\_  
Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

\_\_\_\_\_  
Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matt Wilson	_____	_____	_____

ASSIGNMENT AND ASSUMPTION OF LEASE

AND

MORGAN COUNTY CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND COUNTY CONSENT ("Agreement") is effective as of July 31, 2023 (the "Effective Date"), between Straight up Aviation LLC ("Assignor"), and XPER ENTERPRISES LLC ("Assignee") who agree as follows: SHAWN BECKSTROM  
BLAIR GARDNER

RECITALS

A. **Lease.** Assignor, as current lessee, is party to that certain Airport Lease Agreement dated as of 5/4/2020 (the "Lease"), pursuant to which Assignor leased from Morgan County, and Morgan County leased to Assignor, certain premises consisting of Aircraft Hangar Plot C-5 of the Morgan County Airport Master Plan (the "Premises") located at the Morgan County Airport, 5827 Willow Creek Rd, Morgan, UT 84050. A true, correct and complete copy of the Lease is attached hereto as **Exhibit "A"** and is by this reference incorporated herein and made a part hereof.

B. Assignor desires to transfer and assign all of his right, title and interest, as lessee, in, to, and under the Lease to Assignee, and Assignee wishes to assume all of Assignor's duties, liabilities, and obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

1. **Assignment.** Assignor, for and in consideration of the payment of rent, pursuant to the Lease, and performance of all of the Lease covenants by Assignee as successor lessee under the Lease, does hereby grant, assign, and convey to Assignee all of Assignor's right, title, and interest in and to the Lease, for the residue of the term of the Lease, subject to the conditions contained in the Lease and henceforth to be performed and observed by Assignee.

2. **Performance of Lease Covenants and Conditions; Assumption.** For the benefit of Assignor and Morgan County, Assignee hereby assumes all rights, duties, and obligations of the Lease and Assignee hereby covenants and agrees to perform all of the duties and obligations of the lessee pursuant to the Lease from and after the Effective Date as if Assignee were the original lessee thereunder. Assignee shall make all payments, and other sums due under the Lease from the lessee thereunder, for the period from and after the Effective Date, when due and payable strictly in accordance with the terms, covenants, and conditions of the Lease.

3. **Indemnification.** Assignee hereby indemnifies and holds Assignor and its officers, directors, shareholders, members, affiliates, representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease. Assignor hereby indemnifies and holds Assignee and its officers, directors, shareholders, members, affiliates,

representatives, agents, employees, successors and assigns harmless from and against all claims, damages, demands, losses, expenses and costs incurred, arising out of, or in connection with Assignor's failure to the extent accruing prior to the Effective Date, to observe, perform and discharge any and all of the lessee's covenants, obligations and liabilities in connection with the Lease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Agreement. Signatures of the parties transmitted by facsimile or electronic mail in PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by facsimile or electronic mail in PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature.

8. Notices. For purposes of this Agreement, the notice addresses for Assignee and Assignor shall be as follows:

Assignor:

STRAIGHT UP AVIATION LLC  
SHAWN BECKSTROM  
12476 Stone Ridge Drive  
MT. Green, UT 84050


Assignee:

XPERT ENTERPRISES LLC  
BLAIR GARDNER  
4032 W 5800 N  
MT. Green, UT 84050

9. Warranty and Authority. Each party represents that this Agreement has been executed by its duly authorized representative.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date set forth above.

Assignor:

By:  \_\_\_\_\_

Assignee:

By:  \_\_\_\_\_

**MORGAN COUNTY CONSENT TO ASSIGNMENT OF LEASE**

By its execution below, Morgan County consents to this assignment of the Lease to Assignee and acknowledges the continuance of the Lease by and between Assignee and Morgan County. Morgan County is not a party to the assignment and executes this document for the limited purpose of granting its consent.

**MORGAN COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Morgan County Attorney

**Exhibit A**  
**Airport Lease Agreement**  
**(see attached)**



**Airport Lease Agreement**  
**Morgan County, Utah**  
**(Revised May 6, 2025)**

This Airport Lease Agreement (this "Lease") is made as of JUNE 4, 2025 by Morgan County (the "County") and

XPERT ENTERPRISES LLC / BLAIR GARDNER ("Lessee") with a mailing address of:

6260 E Hawks Lane,

Huntsville, UT 84317

**WHEREAS**, the County owns land developed and used as an airport and is engaged in the business of aviation and desires to operate the facility and the parties recognize the necessity for private hangars and use on this publicly owned airport as enumerated herein below:

**NOW THEREFORE**, in recognition of the foregoing recitals and in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. PREMISES AND TERMS:** The County does hereby lease that portion of land at the Morgan County Airport otherwise described as lot CG-5 (the "Premises") of the Airport Master Plan (as amended, supplemented or revised prior to the date hereof), for the purpose of Lessee's operation on the Premises of a private aircraft hangar (the "Hangar"). The use of such hangar shall be governed by Sections 155.200 through 155.207 Airport Overlay Zone ("AOZ") of the Morgan County Code, and under the following terms:

A. Lessee shall store aircraft in the Hangar in accordance with all applicable state and federal regulations.

B. Lessee shall not do mechanical work on a commercial basis, sell aviation fuel or other products or services from the Premises, or otherwise operate a commercial venture within the Hangar or upon the Premises, except as allowed in Section 4 of this Lease. (For a description of commercial operations, see Section 155.206 of the Morgan County Code).

C. While it is the intention of the County to pursue additional airport improvements, the County makes no guarantee that additional airport improvements will be completed.

**2. TERM & RENT:** Lessee agrees to lease the Premises for a term of 26 years for an annual base rent equal to 16¢ (2021 rate) per leasable square foot of the Premises, adjusted annually for inflation by increasing the base rent by three percent (3%) per annum, compounded annually. The three percent (3%) annual adjustment will commence as of January 1, 2022. Additionally, every five (5) years of the Lease term, at the discretion of the Morgan County Commission, there may be a rate increase up to, but no more than, the cumulative change in the Consumer Price Index (CPI) over the prior five (5) year period. The base rent must be paid between January 1<sup>st</sup> & January 31<sup>st</sup> of each calendar year of the Lease term.



Any leases executed after January 1, 2022, will be billed at the current lease rate automatically increased or otherwise determined according to the preceding paragraph.

Lessee also agrees to pay and keep current all property and excise taxes that are legally imposed on the Hangar and personal property located on the Premises or within the Hangar, including aircraft located on the Premises or owned by Lessee and otherwise located at the airport. Upon request by the County, Lessee agrees to provide the County with a list of all aircraft stored in the Hangar more than six months in a calendar year, including registration numbers. The County reserves the right at any reasonable time, with reasonable prior notice to Lessee, to enter upon the Premises and the Hangar through its designated agents or employees for the purpose of inspecting said Premises and Hangar. Failure to pay any tax or other assessment shall be deemed a violation of terms of this Lease for which the Lease shall be terminated in accordance with Section 8(A) of this Lease.

**3. BUILDINGS AND GROUNDS:** Lessee shall make land and building improvements and maintain any Hangar subject to Title XV of the Morgan County Land Use Management Code and the following conditions:

A. Lessee agrees, at their own expense, to cause the Premises, improvements and appurtenances thereto to be maintained in a presentable condition consistent with good business practices. This includes, but is not limited to, the obligations of Lessee to maintain the Premises and the immediate surroundings of the Premises in a clean, neat and orderly condition.

B. Lessee agrees, at their own expense, to cause to be removed from the Premises and from the airport all waste generated by Lessee or the Lessee's operation at the Premises, except temporarily in connection with collection for removal.

C. No buildings, structures, motor vehicles, or other obstructions shall be placed within 10 feet of the boundaries of the access roads, aprons, or taxi ways as shown on the Airport Master Plan (as amended, supplemented or revised from time to time), in order to accommodate wingspan intrusion into said 10 foot strip by any aircraft being operated on the airport.

D. Lessee shall have the right to sell to others, or remove from the Premises, after obtaining a demolition permit from the County, any improvements erected or owned by Lessee during the lease term or any renewal period. In the event of such sale, the new owner shall be required to negotiate a new lease agreement with the County. The new owner shall be subject to such terms and conditions as are determined by the County.

E. Upon the termination of this Lease, the buildings, improvements and other personal property erected or located upon the Premises shall remain the property of Lessee and Lessee shall have the right to remove the same from the Premises within sixty (60) days from the date of the termination of the Lease. Any property not so removed within said sixty (60) day period, shall become the property of the County to be disposed of in such a way as the County deems fit. In the event Lessee elects to remove said building improvements, the Premises shall be left in a clean and graded condition with all utilities properly capped in place.

F. Lessee agrees to maintain a Hangar in accordance with the Airport Master Plan (as amended, supplemented or revised at the time a permit for construction is obtained) and Morgan County Code, Section 155.203, except for the following specifications:

1. The overall height of the exterior walls shall be between 14' and 15', which height shall be defined as the distance from the upper surface of the interior floor to the height of the exterior wall plate, inclusive of the interior portion of any permitted stem wall, up to a maximum of 2' high.
2. Hangars DD1-3, EE, FF, and GG row hangars will be 60' wide by 60' deep, unless approved otherwise by the County Commission.

**4. SUBLETTING:** Lessee shall not assign this Lease, or sublease the Premises in its entirety without prior written approval of the County Commission. The partial rental or sharing of Lessee's Hangar space with others, not a party to this Lease, shall NOT be considered a commercial purpose and shall be considered sub-leasing such space. Any party using the hangar space other than Lessee is still subject to and required to comply with all of the terms of this Lease, including the general liability insurance that is required to be mandated in accordance with Section 5 of this Lease. All sections of this Lease must be complied with prior to any use of a Hangar by the sub-lessee.

**5. LIABILITY:** Lessee and any and all sub-lessees shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use and occupancy of the Premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the Premises, the roads, driveways or other public places used by Lessee or any sub-lessee at the airport. Part of the foregoing obligation of Lessee and each sub-lessee under this section shall be met by Lessee and each sub-lessee obtaining and maintaining continuously in effect at all times during the term hereof, at Lessee's or sub-lessee's sole expense, general liability insurance in a form satisfactory to the County to cover Lessee's or sub-lessee's liability by reason of its conduct; or that of any of its employees, agents, or servants in connection with its use and occupancy of the Premises as aforesaid. Such insurance shall name the County as an additional insured, shall have liability limits of not less than \$1,000,000 for personal injury or death, and \$1,000,000 for damages to property in any one accident (or such higher amount as the County may reasonably require during the term of this Lease). Lessee and each sub-lessee shall provide the County with a Certificate of insurance satisfactory to the County of all such insurance, and the Certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. Lessee and each sub-lessee shall notify the County in writing, as soon as practicable of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee or sub-lessee has knowledge.

**6. CONFORMANCE TO PRESENT AND FUTURE LAWS:** Lessee will not use or occupy the Premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances, all rules, regulations, requirements and minimum standards (should they be adopted by the County) and orders of all governmental authorities.

**7. LEGAL FEES:** Lessee will pay to the County reasonable attorney's fees if the County employs an attorney to protect the interest of the County in the event Lessee is adjudged bankrupt, or legal process is levied upon the interest of Lessee in this Lease of said Premises or in the event Lessee violates any of the terms of this Lease and employment of an attorney is necessary in the judgment of the County to enforce the provisions of this Lease or otherwise to protect and defend the interests of the County.

**8. TERMINATION:** It is covenanted and agreed that:

A. If Lessee shall neglect or fail to perform any of the herein terms or covenants after having received 30 days written notice thereof, this Lease may be terminated by the County upon delivery of written Notice of Termination to Lessee prior to Lessee's cure of any such neglect or failure.

B. Lessee can terminate this Lease by giving 30 days written notice to the County. The County may terminate this Lease at any time by giving 30 days written notice upon a declaration by the County that a public emergency exists requiring such termination. In the event that it is necessary for the County to terminate this Lease prior to the term set forth in Section 2 of this Lease, Lessee shall have the option either to follow the procedure set forth in Section 3(E) of this Lease or to receive compensation at fair market value for the buildings and improvements owned by Lessee as established by an appraiser agreed upon by the County and Lessee.

**9. OPTIONS TO EXTEND:** Lessee shall have the right to extend this Lease for one (1) additional term of 30 years provided that Lessee shall not then be in default in performing this Lease in any manner. The option to extend shall be exercised as follows:

Not less than 90 days or more than 120 days before the termination of the initial term of this Lease, Lessee shall notify the County in writing of its election to lease the Premises for an additional term.

**10. INVALIDITY OF PARTICULAR PROVISIONS:** If any part of this Lease is found to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS THEREOF, the County and Lessee have executed this Lease as of the dates set forth below.

Date: \_\_\_\_\_

By: Morgan County Commission

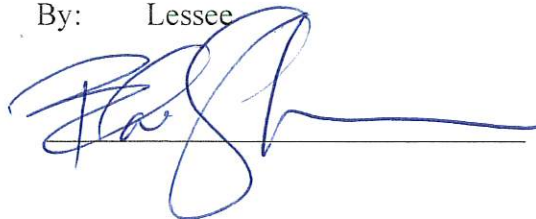
Witness: \_\_\_\_\_

\_\_\_\_\_  
Chair

Date: 4 \_\_\_\_\_

By: Lessee

Witness: \_\_\_\_\_



Approved as to Form:

\_\_\_\_\_  
Morgan County Attorney



# Morgan County Recorder's Office

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## Item:

- Record of Survey Filing Fee

## Asking:

- Asking for approval to increase the Record of Survey filing fee from **(\$20.00/sheet)** to the amount of **(\$30.00/sheet)**.

## Explanation:

- After reaching out to other counties, the filing fee averages between \$30.00-\$40.00 per sheet. The revenue from the Record of Survey filing fee gets placed into a specific account called (Public Land Corner Preservation fund). These funds are specifically used for the (PLSS) section corners that are in Morgan County. Increasing this fee will allow more funds to be put towards gathering the PLSS inventory and increasing the PLSS inventory.



## County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: 435.800.8724

**\*\*ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING\*\***

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

**This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting**

commission Meeting Date: 08/19/2025 Time Requested: \_\_\_\_\_  
Name: Janell Walker Phone: (801) 845-4002  
Address: 48 W Young St PO Box 680  
Email: jwalker@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: UT

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I would like to propose transitioning my part-time greenbelt position to a full-time position with benefits. I am confident that this change will significantly enhance my ability as the assessor to contribute to the team and drive our collective goals forward. I believe this investment in this position will yield substantial benefits and give me time to fill the appraiser position the right way. I appreciate your consideration of this request. Thank you.

Salary	\$12,298
Benefits	\$ 31,571.17
Total Additional Cost	\$ 43,869.17

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>



## County Commission Agenda Request Form

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Morgan, UT 84050  
Phone: 435.800.8724

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Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

**This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting**

commission Meeting Date: 08/19/2025 Time Requested: \_\_\_\_\_  
Name: Garrett Smith Phone: (801) 845-4006  
Address: 48 West Young Street  
Email: gsmith@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Morgan County Attorney Office

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request to re-designate ARPA funds from code re-write back to attorney and non-departmental.

The Commission had previously designated funds for a code re-write at the request of the County Attorney's Office. However, the code re-write should come after the general plan update and the ARPA funds need to be designated and spent by the end of 2025. There was an internal audit done to be paid out of non-departmental and the remainder should go back to the attorney case backlog line item.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>



## County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County  
Attn: Kate Becker  
48 West Young Street  
P O Box 886  
Morgan, UT 84050  
Phone: (435) 800.8724

**\*\*ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING\*\***

Email: [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

Commission Meeting Date: 8/5/25 Time Requested: 20 min  
Name: Joshua Cook Phone: (801) 845-4015  
Address: 48 W. Young Street  
Email: jcook@morgancountyutah.gov Fax: \_\_\_\_\_  
Associated County Department: Planning and Development Department

### PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

**Public Hearing/Discussion/Decision** – The Ranch Rezone – Request to rezone property from a split designation of Rural Residential (RR-5) and Agriculture (A-20) to Rural Residential (RR-5) completely, and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely. The property is identified by parcel number 00-0093-6495 and serial number 01-RINDLEA-0006-A4 and is located at 2272 West Chrys Lane in unincorporated Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION  
DECISION  
BOTH  
INFORMATION ONLY

<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>
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PUBLIC HEARING  
PUBLIC MEETING

<input checked="" type="checkbox"/>
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<input type="checkbox"/>



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**PLANNING & DEVELOPMENT**

County Commission  
Staff Report  
Zoning Map Amendment

August 5, 2025

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The Ranch Rezone  
Public Hearing  
August 5, 2025

Application No.:	25.020
Applicant/Owner:	Tucker Jensen
Project Location:	2272 W Chrys Ln
Date of Application:	May 19, 2025
Current Zoning:	Rural Residential (RR-5)/Agriculture (A-20)
General Plan Designation:	Ranch Residential 5/Agriculture
Acreage:	21.64 acres

### REQUEST

Request to rezone property from Agriculture (A-20) to Rural Residential (RR-5), and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely. The property is identified by parcel number 00-0093-6495 and serial number 01-RINDLEA-0006-A4 and is located at 2272 West Chrys Lane in unincorporated Morgan County.

**PLANNING COMMISSION SUMMARY:** The Planning Commission heard this item at their regularly scheduled meeting on July 17<sup>th</sup>, 2025. There were no comments made during the public hearing portion of the meeting. The discussion from the Planning Commission included questions about current and future access to the lot. Staff clarified that the property currently has legal access through an easement and that future development would need to meet code requirements for frontage under the RR-5 zone. Staff and Commission members also confirmed that surrounding zoning already includes RR-5 designations and that the proposed rezone is in line with the county's area and future land use plans, which designate this area for five (5)-acre residential lots north of Stoddard Lane. The applicant's representative provided a brief statement outlining the plan to extend a private lane to serve two (2) future lots. The Commission voted to recommend approval of the application with a 4-0-1 vote. Member Watt was present virtually but did not cast a vote on this item. Members Telford and King were absent, and Chair Maloney voted due to the size of the quorum.



## **ATTORNEY GUIDANCE**

### **Legislative Review:**

The Planning Commission is tasked with advising and recommending to the County Commission whether the proposed zoning change is consistent with Morgan County Code requirements for zoning applications. The Planning Commission is further tasked with advising and making its recommendations based on whether the application conforms to Utah State law. In that regard, while previously the County Commission had broad discretion in either approving or denying a legislative decision (the standard being whether the zoning ordinance could promote the general welfare; or even if it is reasonably debatable that it is in the interest of the general welfare), it appears to have been narrowed by recent changes to § 17-27a-801(3). The subsequently amended statute provides that legislative acts will be upheld if it is shown to be “reasonably debatable that the land use regulation is consistent with LUDMA.” While I have not seen any case law testing this new standard, I highly recommend that any decisions by the Planning Commission or County Commission include references to the standards in Morgan County Code and Utah State Code to support them and provide a solid basis for review. In that regard, the State Code standards include:

17-27a-102. Purposes — General land use authority — Limitations.

(1)

(a) The purposes of this chapter are to:

- (i) provide for the health, safety, and welfare;
- (ii) promote the prosperity;
- (iii) improve the morals, peace, good order, comfort, convenience, and aesthetics of each county and each county’s present and future inhabitants and businesses;
- (iv) protect the tax base;
- (v) secure economy in governmental expenditures;
- (vi) foster the state’s agricultural and other industries;
- (vii) protect both urban and nonurban development;
- (viii) protect and ensure access to sunlight for solar energy devices;
- (ix) provide fundamental fairness in land use regulation;
- (x) facilitate orderly growth and allow growth in a variety of housing types; and
- (xi) protect property values.

(b) Subject to Subsection (4) and Section 11-41-103, to accomplish the purposes of this chapter, a county may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county or a designated mountainous planning district, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing:

- (i) uses;
- (ii) density;
- (iii) open spaces;
- (iv) structures;
- (v) buildings;
- (vi) energy-efficiency;
- (vii) light and air;

- (viii)air quality;
- (ix)transportation and public or alternative transportation;
- (x)infrastructure;
- (xi)street and building orientation and width requirements;
- (xii)public facilities;
- (xiii)fundamental fairness in land use regulation; and
- (xiv)*considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.*

Utah Code Ann. § 17-27a-102. While the County Commission still appears to have broad discretion, I would caution that Utah Code Ann. § 17-27a-102 (1)(b)(xiv) causes concern for legal actions if the Commission fails to support its decisions with the above purposes and standards.

### **STAFF OBSERVATION**

County staff believes that the proposed zoning map amendment from A-20 to RR-5, and an accompanying amendment to the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely, is consistent with good planning principles. While the County Zoning Map indicates some RR-5 zoning on the western portion of the property, this appears to be the result of a mapping error. Therefore, staff is proceeding with the interpretation that the property is currently zoned entirely as A-20. If the Commission finds merit in this rezone, then the following findings could be considered:

#### Findings:

1. That the proposed amendment is consistent with the County's future land use goals and objectives, and aligns with the Future Land Use Map, which designates a significant portion of the property as Ranch Residential 5.
2. That the proposed amendment is in harmony with existing land uses in the area.
3. That the rezone will not adversely impact the adjacent properties many of which are smaller than 20 acres.
4. That the property amendment is consistent with surrounding property sizes and zoning.

### **ANALYSIS**

#### General Plan and Zoning:

The application requests a rezone of the property from a split designation of RR-5 and A-20 to RR-5 completely, and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely. Approval of this rezone would allow development consistent with rural residential zoning rather than the patterns typical of agricultural areas.

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposal (see pages 4 & 5 of the 2010 Morgan County General Plan):

1. *Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*

2. *Morgan County respects property rights and recognizes personal responsibility to the land and communities.*

...

6. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages or be located within master-planned communities.*

The proposed zone change appears to coincide with the stated vision for Morgan County. In changing the zoning district for the applicant's property, the County is reflecting the policies and desires of the General Plan and in accordance with the County Ordinance (See § 155.105). The purpose of the rural residential zoning districts are defined as follows:

*(D) Rural Residential Districts.*

*(1) The purposes of providing a Rural Residential District are:*

- (a) To promote and preserve in appropriate areas conditions favorable to large lot family life;*
- (b) Maintaining a rural atmosphere;*
- (c) The keeping of limited numbers of animals and fowl; and*
- (d) Reduced requirements for public utilities, services and infrastructure.*

Staff anticipates that the proposed zoning map amendment will meet these purposes and generally be in harmony with the General Plan and surrounding development. The overall impact on adjacent properties will be negligible as development in the area already has rural residential development.

**ORDINANCE EVALUATION:**

Morgan County ordinance anticipates amendments to the zoning map. Section 155.022: *Amendments to Title and Zoning Map* indicates that:

*The County Commission may amend this chapter, including the zoning map, but only in accordance with the following procedure.*

*(A) The County Commission may instruct staff to study and make recommendations for amendments to this chapter or the zoning map in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for their consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.*

*(B) The Planning Commission may instruct staff to study and make recommendations for amendments to this chapter in response to changes in policy or conditions generally within the county. Staff shall forward a recommended amendment to the Planning Commission for its consideration. The Planning Commission shall review and make recommendation to the County Commission regarding the proposed amendment pursuant to § 155.023(D) of this code.*

*(C) Any property owner may initiate an amendment to this chapter or the zoning map, as long as they are affected by the proposed amendment, by submitting a complete application to the Planning and Development Services Department in accordance with § 155.023(A) of this code.*

*(Prior Code, § 8-3-3) (Ord. 13-03, passed 4-16-2013)*

Section 155.023: Procedures for Amendments and Rezoning states:

*(D) Planning Commission review and recommendation.*

*(1) Upon receiving a recommendation from staff regarding an amendment to this chapter or the zoning map, and after holding the required public hearing, the Planning Commission shall review the amendment and prepare its recommendation. The Planning Commission may recommend approval, approval with modifications or denial of the proposed amendment and shall submit its recommendation to the County Commission for review and decision.*

*(2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this chapter.*

*(E) County Commission review. The County Commission shall schedule and hold a public hearing on the application as provided in § 155.031 of this code. Following the public hearing the County Commission may approve, approve with modifications or deny the proposed amendment. Prior to making a decision that goes contrary to the Planning Commission's recommendation, the County Commission may, but is not obligated to, remand the amendment to the Planning Commission with a request for another recommendation with additional or specific considerations. The Planning Commission shall review such request as specified in division (D) above.*

*(F) Approval standards. A decision to amend the text of this chapter or the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission should consider the following factors:*

*(1) Whether the proposed amendment is consistent with goals, objectives and policies of the county's General Plan;*

*(2) Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

*(3) The extent to which the proposed amendment may adversely affect adjacent property; and*

*(4) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies and wastewater and refuse collection.*

*(G) Reconsideration. Where an application for zoning amendment has been denied, the Planning Commission and the County Commission shall not review the same zoning amendment application within two years of a denial unless there is a substantial change of conditions since the earlier application. A new application, with applicable fee, shall be required and processed in accordance with the procedure outlined in this section.*

*(Prior Code, § 8-3-4) (Ord. 13-03, passed 4-16-2013; Ord. 18-07, passed 11-13-2018)*

This meeting is in fulfillment of subsection (D) above. In response to § 155.023 (F) above, due to the size of the proposed zone change, the impact on the facilities and services should be minimal.

### **Approval Standards**

The proposed zoning map change complies with the intent of the Morgan County General Plan policies and Future Land Use Map Designation. The change would maintain the character of the area while allowing for rural residential development in the Stoddard area.

### **RECOMMENDED MOTION**

**Recommended Motion for *Approval*** – “I move we approve ordinance # CO-25-16 The Ranch Rezone, application number 25.020, changing 21.64 acres from Agriculture (A-20) to Rural Residential (RR-5), and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely, based on the findings listed in the staff report dated August 5, 2025.”

**Recommended Motion for *Denial*** – “I move we deny ordinance # CO-25-16 The Ranch Rezone, application number 25.020, changing 21.64 acres from Agriculture (A-20) to Rural Residential (RR-5) completely, and reflect that change on the Future Land Use Map from a split designation of Agriculture and Ranch Residential 5 to Ranch Residential 5 completely, due to the following findings:”

1. List any additional findings...

### **Supporting Information**

Exhibit A: Vicinity Map

Exhibit B: Future Land Use Map

Exhibit C: Existing Zoning Map

Exhibit D: Boundary Description

Exhibit E: Applicant’s Narrative

### **Staff Contact**

Joshua Cook

801-845-4015

[jcook@morgancountyutah.gov](mailto:jcook@morgancountyutah.gov)

## Exhibit A: Vicinity Map

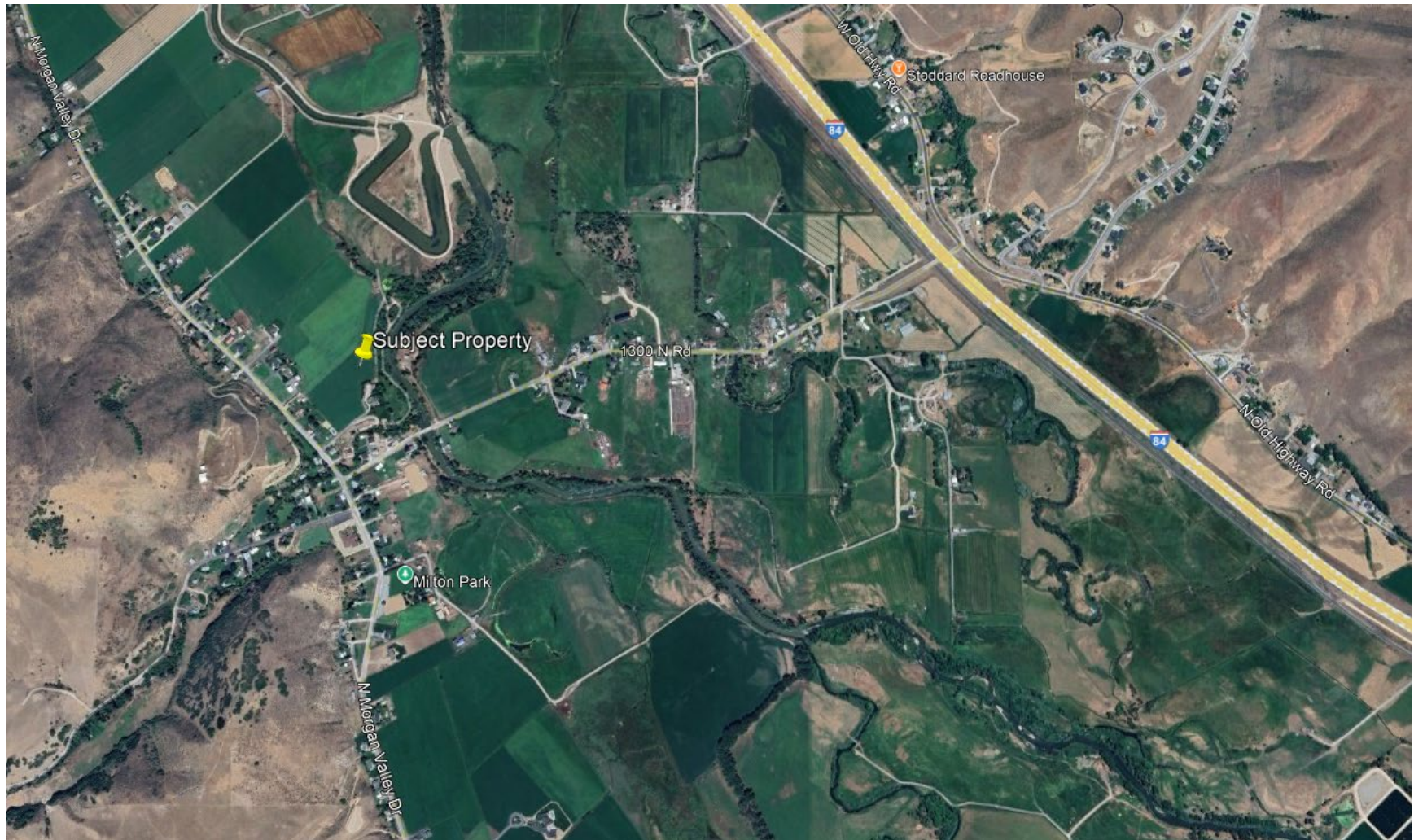




Exhibit B: Future Land Use Map



Exhibit C: Existing Zoning





Exhibit D: Property Boundary Description

ALL OF LOT 6C, RINDLESBACH MINOR SUBDIVISION AMENDED PLAT NO. 4, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON DECEMBER 16, 2024, AS ENTRY NO. 167542, IN BK 416 AT PG 981, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 21.6399 AC / 21.64 AC, M, OR L.

## Exhibit E: Applicant’s Narrative (Application)

Morgan County - Planning & Development Services

Printed: 07/09/2025

### 25.020 The Ranch Rezone

25.020

05/19/2025 - 05/18/2026

### Legislative Actions

e9d9ce20-34d1-11f0-921e-0dc1f696f52c

General

Active

Under Review

## Application Review Status

Pre-Review Approved

05/19/2025

*The Zoning Administrator may take a project out of Pre-Review Status to allow the County Engineer to review to determine that all submittal items contain the required information necessary to be considered a complete application. While the application may be out of pre-review this does not constitute a complete application until such time as the County Engineer provides a memo stating all items are present.*

County Commission	Not Reviewed
Zoning Administrator	Not Reviewed
County Engineer	Not Reviewed
Planner I	Reviewing
GIS Personnel	Not Reviewed
County Attorney	Not Reviewed
Final-Review	Not Reviewed

## Fees

## Payments

Zone Map Amendment	\$310.00	05/19/2025	Online	\$1,000.00
Future Land Use Map Amendment	\$500.00	<b>Total Paid</b>		<b>\$1,035.00</b>
Noticing	\$190.00			
<b>Subtotal</b>	<b>\$1,000.00</b>			
<b>Processing Fee</b>	<b>\$35.00</b>			
<b>Total</b>	<b>\$1,035.00</b>			



UTAH TOURISM INDUSTRY ASSOCIATION  
*Tourism Works™*

2025

# ENGAGEMENT

Opportunities





## OUR MISSION

The Utah Tourism Industry Association is the collective voice of Utah's tourism industry. We advocate and educate to enhance Utah's economy and quality of life.

*UTIA is a 501c6 organization.*

## PILLARS

1. ADVOCATE
2. EDUCATE

**We truly appreciate your partnership and engagement with UTIA.** Membership is imperative as we work to move the needle for the tourism industry in the state of Utah.

This year, your generous membership and support helped UTIA make significant strides during the 2024 legislative session with ongoing protections of the Tourism Marketing Performance Fund (TMPF) and ensuring Transient Room Tax (TRT) remains invested into the visitor economy. We expanded our industry events with the addition of Tourism Outdoor Utah Recreation (TOUR) Caucus and The Hospitality Show: Utah. And we continue to invest in our workforce pipeline, focusing on students in high school and higher education, as we look to the 2034 Olympic Winter Games.

We continue to work to keep the visitor economy and businesses at the top of mind with the Governor and his staff, state legislature, locally elected officials, and our federal delegation. Our 2025 goals remain as robust as 2024 and are only possible with your ongoing support. We invite you to use this resource to build your understanding of what a partnership with UTIA means.

  
BRECK Dockstader  
UTIA Board Chair

  
CELINA Sinclair  
UTIA Executive Director



# 2024/25 MEMBER + STRATEGIC PARTNER ENGAGEMENT SUPPORTED:

*THANK YOU TO OUR  
STRATEGIC PARTNERS*



SALT LAKE



# MEET THE EXECUTIVE COMMITTEE



**BRECK DOCKSTADER**  
PRESIDENT



**CHRIS EGGLETON**  
VICE PRESIDENT



**LESHA COLTHARP**  
SECRETARY / TREASURER



**JOAN HAMMER**  
PAST PRESIDENT

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**LEE ADAMSON**  
DESTINATION MARKETING  
ORGANIZATION,  
EXPLORE UTAH VALLEY

# ENGAGED MEMBER BENEFITS

*UTIA strives to deliver exceptional value to its members. To that end, we offer a variety of member-driven public policy initiatives, business networking opportunities, marketing programs, and educational offerings all to help our members and our industry succeed today and in the future.*

**On-going Legislative Affairs:** UTIA has spearheaded efforts culminating in the success of the Tourism Marketing Performance Fund (TMPF) and ensures its ongoing protections. This has resulted in a major commitment from the state legislature of \$10 million in 2005 to advertise and market Utah as a tourism destination. We have worked together to implement more stringent success metrics, and for 2024, the TMPF was appropriated at \$21.8 million.

As part of your UTIA membership, you will receive an exclusive **Legislative Tracker** delivered to your inbox during the 45 days of the Utah Legislative Session.

Discounted Rate at **Tourism Day on the Hill:** UTIA organizes this annual visit of the tourism industry to Capitol Hill. Positioned to highlight tourism economic development with legislators, this provides you an opportunity to speak directly with your legislator.

Discounted Rate at **Utah Tourism Conference:** UTIA partners with the Utah Office of Tourism to sponsor this annual conference that will educate and inspire you. Network with your colleagues from all over Utah, and get the updates that will advance you and your company.

**Bi-Annual Full Membership Meetings:** UTIA membership meetings are held twice annually: one in conjunction with Tourism Day on the Hill and one during the Utah Tourism Conference.

**Destination D.C.:** UTIA and UOT coordinate this annual visit to Washington, DC to participate in a national effort to increase awareness of tourism with the US Congress. During these visits, we work to represent a unified industry voice, including yours.

**Tourism Works™ Political Action Committee (PAC):** UTIA has committed and executed on the tourism industry's most active political action committee (PAC). The Tourism Works PAC mission is straightforward - we support pro-tourism candidates and legislators in the Utah Legislature. The PAC attends political fundraisers and makes select individual campaign contributions.

**Health Insurance** and Preventive Options resources for both you the employer and your employees through Healthy Hospitality

Benefits associated with the **American Hotel & Lodging Association** as the State Partner Association.

## ENGAGED MEMBER RATES

[JOIN TODAY](#)

### DMO

- ◀ \$100,000 **BUDGET** - \$1,000
- \$100,000 - \$499,000 **BUDGET** - \$1,500
- \$500,000 - \$1 **M BUDGET** - \$2,500
- ▶ \$1 **M BUDGET** - \$4,000
- ▶ \$2 **M BUDGET** - \$6,000

### NON-PROFIT

- ◀ \$100,000 **BUDGET** - \$600
- \$100,000 - \$299,000 **BUDGET** - \$1,000
- \$300,000 - \$499,000 **BUDGET** - \$1,400
- \$500,000 - \$1 **M BUDGET** - \$1,600
- ▶ \$1 **M BUDGET** - \$2,000

### ASSOCIATED BUSINESSES, ACCOMMODATIONS, RESTAURANTS, ATTRACTIONS

- 1-10 **EMPLOYEES** - \$600
- 11-24 **EMPLOYEES** - \$1,000
- 25-99 **EMPLOYEES** - \$1,600
- ▶ 100 **EMPLOYEES** - \$2,000

### GOVERNMENT AGENCIES - \$1,000

### EDUCATIONAL INSTITUTIONS - \$600

### STUDENT MEMBERSHIP - \$210



# ADVOCATING FOR UTAH'S TOURISM INDUSTRY



UTAH TOURISM INDUSTRY ASSOCIATION  
*Tourism Works*  
[WWW.UTAHTOURISM.ORG](http://WWW.UTAHTOURISM.ORG)







**JOIN TODAY**

**BECOME A PARTNER**


**QUESTIONS?**

**CELINA SINCLAIR**, EXECUTIVE DIRECTOR  
CELINA@UTAHTOURISM.ORG  
801.557.7416 (MOBILE)

**Thank you for your consideration.**



## 2025 BUDGET CHANGE FORM

Date	07/16/2025
Department	Opioid Fund
Department Head Signature	
	Kate Becker
Amount	\$100,000
Move from GL Account#	62-2951-000-000 [Opioid Fund Balance]
Move to GL Account #	62-4400-340-000 [Opioid: Project Expenses]

Created this fund in Quarter two and moved the \$117K+ into the fund balance but did not budget anything in the expense line. We intend to pay the balance of the two radar signs out of this account and possibly replace playground equipment.

### Clerk/Auditor Use Only

Date Entered

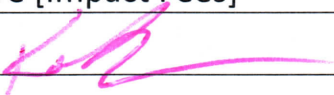




## 2025 BUDGET CHANGE FORM

Date 08/06/2025

Department Fire [Impact Fees]

Department Head Signature   
Kate Becker

Amount 9,283

Move from GL Account# 28-2951-200-000 [Fire Impact Fund Balance]

Move to GL Account # 28-4400-306-000 [Fire: Fire Impact Fee Misc Exp]

Need To Zero Out this fund. Has to be used for capitol improvements.  
Recommend using this balance as a principal payment against the new fire truck.

### Clerk/Auditor Use Only

Date Entered


Date	Journa	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>07/31/2025 (07/25) Balance</b>	<b>.00</b>	<b>.00</b>	<b>(9,283.00)</b>
*			<b>08/31/2025 (08/25) Period To</b>	<b>.00</b>	<b>.00</b>	<b>(9,283.00)</b>



## 2025 BUDGET CHANGE FORM

Date 08/06/2025

Department EMS [Impact Fees]

Department Head Signature 

Kate Becker

Amount 4,701

Move from GL Account# 28-2951-300-000 [EMS Impact Fund Balance]

Move to GL Account # 28-4400-307-000 [EMS Impact Fee Misc Exp]

Need To Zero Out this fund. Has to be used for capitol improvements.  
Recommend using this to pay for the new lift system in the old ambulance.

### Clerk/Auditor Use Only

Date Entered

Date	Journa	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>07/31/2025 (07/25) Balance</b>	<b>.00</b>	<b>.00</b>	<b>(4,701.00)</b>
*			<b>08/31/2025 (08/25) Period To</b>	<b>.00</b>	<b>.00</b>	<b>(4,701.00)</b>

## Kate Becker

---

**From:** Nicole Reed <nicole.reed@usu.edu>  
**Sent:** Tuesday, August 12, 2025 2:03 PM  
**To:** Mike Newton; Kate Becker  
**Cc:** Amanda Christensen  
**Subject:** Fairgrounds Cleaning Deposit Concern for 4-H and FFA

**Importance:** High

**CAUTION:** This email originated from outside of Morgan County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure please contact Jeremy or Brandon.

Hi Mike and Kate,

Over the summer we made a reservation for an FFA event at the fairgrounds. After making this reservation we found out that they had to put a cleaning deposit down with the understanding that they would get it back if things were cleaned up and put back how they found it. In the past it has not been this way for FFA, 4-H, and the other groups that are exempt in the fairgrounds contract. We were not made aware of the change. FFA has asked to reserve the fairgrounds again for their annual 4<sup>th</sup> grade farm field day and we are not sure what to tell them in regards to a cleaning deposit.

I am not sure how FFA works but I do know that for 4-H it will be difficult for us to put a cleaning deposit down each time we have an event at the fairgrounds due to the logistics of how the university handles money and contracts.

Kate, I spoke with Mike and he asked me to email to two of you to see if would you please put this on a commission meeting agenda for this to be discussed. Thank you and please let me know what questions you have.

Nicole Reed M.S. | 4-H Program Coordinator II  
Utah State University Extension | Morgan County  
48 W Young Street | PO Box 855 | Morgan, UT 84050  
Phone: 801-829-3472 | [nicole.reed@usu.edu](mailto:nicole.reed@usu.edu) | [extension.usu.edu/morgan](http://extension.usu.edu/morgan)



Extension  
UtahStateUniversity

