MORGAN COUNTY COMMISSION MEETING AGENDA

November 17th, 2026

4:00 WORK SESSION 5:00 REGULAR MEETING

Note: Commissioner Fackrell shall be attending remotely

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting, including Board of County Canvassers and Board of Equalization sessions, in the Commission meeting room at 48 West Young Street, Morgan, Utah.

4:00 WORK SESSION

Helsten Development Agreement: Review of the current draft of Trapper's Creek LLC's development agreement with Morgan County. Discussion only; no decision is scheduled in the work session.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

(B) Consent Agenda Items

1. Approval of the October 27, 2026 Commission meeting minutes.
2. Approval of the Morgan County Winter Snow Removal and Snowplow Safety public-information guidance.
3. Approval to issue the Rodeo Stock Contractor RFP for the 2027 Morgan County Fair and RMPRA Rodeo, with renewal options for 2028 and 2029; proposals due December 15, 2026, at 2:00 p.m. Mountain Time.
4. Approval of the Auditorium Remodel Schematic Design Agreement with Mountain West Architecture, LLC, for $16,000, including a $3,000 retainer, for as-built drawings and schematic design services.
5. Approval and execution of the professional services agreement with Sunrise Engineering for building inspection and plans examination services, including the scope, compensation, and terms in the proposed agreement.

(C) Commissioner Declarations of Conflict of Interest

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

(E) Presentation

Devron Andersen, P.L.S., County Surveyor - Poverty Flats / Hardscrabble Right of Way: Presentation of survey findings and recommendations concerning Hardscrabble Road.

(F) Action Items

1. **Shawn York** – Discussion Only – Mountain Green Baseball Fields
   Follow-up discussion of potential use of Bowery baseball fields, improvements to the Kent Smith field, and other recreation-site options.

2. **Bret Heiner, Public Works** – Discussion/Decision – Grader Purchase
   Consider purchase of a used 2009 CAT 140M with GPS from Smoothstone Construction in Farmington for $82,000, funded from B and C Road Fund account 20-4400-300-00.

3. **Lydia Hebdon, Recreation Director** – Discussion Only – Park and Playground Maintenance
   Discussion of County park and playground maintenance needs.

4. **Working Draft CR 26-66** – Discussion Only – Land Acquisition Fund
   Discuss a proposed fund for eligible County land-sale and exclusive-easement proceeds to support future land purchases, including proposed restrictions and unresolved legal and accounting choices. No adoption, appropriation, transfer, purchase approval, or other decision is scheduled.

5. **Cindee Mikesell, Clerk/Auditor's Office** – Discussion/Decision – 2026 General Election Canvass
   Recess the Commission meeting and convene as the Morgan County Board of Canvassers. Publicly review the election officer's certified summary and canvass report; canvass and certify vote totals, declare results within the Board's jurisdiction, and approve and sign the canvass report under Utah Code §§ 20A-4-301 through 20A-4-304. Adjourn the Board of Canvassers and reconvene the Commission meeting.

6. **Clerk/Auditor's Office** – Discussion/Decision – Election Security Grant Agreement
   Consider approval to sign the State of Utah Office of the Lieutenant Governor HAVA grant agreement for election security upgrade reimbursements. If approved, the signature request will be sent through DocuSign to the County Commission Chair.

7. **Emergency Management** – Discussion/Decision – CR 26-62 | Local Hazard Mitigation Plan
   Consider adoption of the October 2026 Morgan County Local Hazard Mitigation Plan update, including natural-hazard risks, mitigation priorities, implementation, and plan-maintenance responsibilities.

8. **Hon. Janell Walker, Assessor** – Discussion/Decision – UAC Commercial Appraisal Service Agreement
   Consider an agreement with the Utah Association of Counties for commercial property valuation appeal support at $150 per hour, with up to $5,000 in reasonable travel expenses, through December 31, 2027, subject to renewal provisions; and approval of 2026 appeal-support invoices totaling $6,603 for JMS Property Holdings and Lucerne Management Co. LLC, funded from Assessor Professional and Technical account 10-4146-310.

Morgan County Board of Equalization

At or after 6:00 p.m., recess the Commission meeting and convene as the Board of Equalization. The significant adjustment is listed and considered separately from the remaining appeals.

9. **Morgan County Board of Equalization** – Discussion/PUBLIC HEARING/Decision – SIGNIFICANT VALUATION ADJUSTMENT | Julie P Russell Trust

   Parcel 00-0001-7234; serial 01-004-305; appeal 1-7234 RUSSELL. Property description: 18.31 acres with agricultural building improvements in the Milton area of unincorporated Morgan County. Receive testimony, discuss, and decide the proposed 2026 market-value reduction from $4,524,103 to $3,315,500 - a reduction of $1,208,603 (approximately 26.7%). Land market value remains $915,500; improvements decrease from $3,608,603 to $2,400,000. Consider the stipulation and the significant adjustment separately under Section 1 of CR 26-08-BOE and Utah Code § 59-2-1004(8)(b).

10. **Morgan County Board of Equalization** – Discussion/PUBLIC HEARING/Decision – CR 26-08-BOE | Remaining 2026 Valuation Appeals and Stipulations

    Receive testimony, discuss, and decide the remaining hearing officer recommendations and stipulation: North Side Creek LLC parcels 00-0089-1773 (Parcel L), 00-0078-4620 (Parcel B), and 00-0089-1775 (Parcel N); Soderby LTD parcel 00-0092-9896; Samuel Sorenson parcel 00-0061-5540; Lucerne Management Company LLC parcel 00-0093-5321; and Sarah Haslam parcel 00-0075-0202. Consider the remaining provisions and adoption of CR 26-08-BOE, with the Russell adjustment subject to its separate hearing and decision above. Adjourn the Board of Equalization and reconvene the Morgan County Commission meeting.

11. **Kate Becker, CAM** – Discussion/Decision – CivicPlus Agenda and Meeting Management Software

    Consider the CivicPlus Master Services Agreement and Statement of Work Q-128502-1 for AMM Select, quoted at $4,900 for an initial 12-month term, with annual renewal and a 5% increase in year two. Implementation services are included; the optional AI Editing Assistant remains disabled unless authorized in writing.

12. **County Commission** – Discussion/Decision – CR 26-02 | Cottonwoods Third Development Agreement Amendment

    Consider the Third Amendment for the Cottonwoods at Mountain Green, Revised Phases 6 and 9: a maximum of 212 dwelling units within the existing project-wide maximum; replacement amenities; open space; public trail access; HOA ownership and maintenance; view corridors; exemption from the original affordable-housing partnership provision; and agreement term.

13. **County Commission** – Discussion/Decision – CR 26-69 | Cottonwoods Affordable Housing Lots

    Consider exercising the County's right under Section 2.20.1 of the Cottonwoods Development Agreement to request an affordable housing lot in each qualifying future residential phase, subject to applicable amendments, funding assurances, purchase requirements and deadlines; and authorize implementation and contractual notices as specified in the resolution.

14. **County Commission** – Discussion/Decision – CR 26-63 | UAC Amicus Brief on Jury Size

    Consider authorization to join the Utah Association of Counties amicus brief concerning jury size and contribute $416.66 toward legal fees.

15. **County Commission** – Discussion/Decision – CR 26-64 | Mike Newton, Wasatch Integrated Board

    Consider confirming Mike Newton's service on the Wasatch Integrated Waste Management District Administrative Control Board during 2025 and 2026, to the extent permitted by law, and reappointing him for the 2027-2028 term ending December 31, 2028.

16. **County Commission** – Discussion/Decision – CR 26-65 | Agriculture Protection Area Advisory Board

    Consider appointing Morgan County Conservation District supervisors Jason Morgan, Todd Wardell, Cathy James, Ryan Thompson, and Kevin Thurston to serve concurrently as the Agriculture Protection Area Advisory Board; address terms, organization, duties, meetings, and records; and schedule Advisory Board review before Planning Commission consideration without changing mandatory referrals or statutory deadlines.

17. **County Commission** – Discussion/Decision – CR 26-67 | Morgan Donor Advisory Fund Representative

    Consider withdrawing Kate Becker's designation as the County's voting representative and designating Commissioner Vaughn Nickerson as her replacement, subject to the DAF's final acceptance and governing documents; and provide for notice, confirmation, and transition records.

18. **County Commission** – Discussion/Decision – 2025 Independent Financial Audit

    Presentation and consideration of the 2025 independent financial audit, including the auditor's report, proposed responses or corrective actions, required filing and public dissemination, and direction to the County finance officer regarding completion and any outstanding requirements.

19. **County Commission** – Discussion/Decision – CR 26-68 | DABS Local Consent Representative

    Consider designating the County Business License Clerk, as appointed or designated by the elected Clerk/Auditor, to review, approve, deny, and execute qualifying DABS written local consents in unincorporated Morgan County, subject to zoning verification, applicable state and County requirements, and matters reserved to the Commission.

6:00 PUBLIC HEARINGS – NOT BEFORE 6:00 P.M.

Each public hearing will be opened and closed separately, followed by discussion and possible action. Hearings will begin at 6:00 p.m. or as soon thereafter as each matter may be heard.

20. **County Recorder/Surveyor** – Discussion/PUBLIC HEARING/Decision – CR 26-47 | Survey Monument Fee Schedule

    Receive public comment, discuss, and consider adoption of the Survey Monument Fee Schedule for County Code Title 15, Chapter 154, and administration of the Survey Monument Permit Program, including permit and review fees, inspections, supplies, escrows and security, appeals, civil penalties, and cost recovery.

21. **Morgan County Commission** – Discussion/PUBLIC HEARING/Decision – CO 26-23 | Board of Equalization Administrative Rules

    Receive public comment, discuss, and consider amendments to Chapter 34 establishing BOE administrative rules and procedures: an August 1-September 15 regular filing period subject to state-law exceptions; Auditor authority over forms and filing methods; application and processing requirements; hearings, determinations, and appeal rights. Proposed effective date: January 1, 2027.

22. **Planning and Zoning** – Discussion/PUBLIC HEARING/Decision – CO 26-26 | Mobile Food Vending and Food Truck Courts

    Consider adoption of mobile food vending, food truck court, and temporary mobile food gathering regulations under §§ 155.359 and 155.356, with conforming amendments to §§ 155.132, 155.324, 155.366, and 155.369; and consider the Planning Commission's November 5, 2026 recommendation.

23. **Planning and Zoning** – Discussion/PUBLIC HEARING/Decision – CO 26-28 | Land Use Notice Requirements and Procedures

    Consider amendments to §§ 155.029, 155.031, 155.032, 155.444, 155.445, 155.515, and 155.534 concerning newspaper publication and other land-use notice requirements, public hearings, subdivision amendments, wireless telecommunications, development agreements, and continued hearings; including the Planning Commission's November 5, 2026 recommendation and subdivision-owner notice clarification.

(G) Commissioner Comments

- Commissioner Blocker
- Commissioner Newton
- Commissioner Fackrell (remote)
- Commission Vice Chair Nickerson
- Commission Chair Wilson

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.
Adjournment.

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 13th day of November, 2026.

Kate Becker – Morgan County Administrative Manager

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.



TRAPPERS CREEK

MOUNTAIN GREEN, UT // NOVEMBER 2026

Concept Plan

TOTAL ACREAGE	14.96 acres
NATIVE OPEN SPACE / NATURE PARK	6.03 acres **(40.3%)**
COMMERCIAL ACREAGE	2.60 acres **(17.4%)**
RESIDENTIAL ACREAGE	6.33 acres **(42.3%)**

TOTAL RESIDENTIAL DENSITY	49 homes 3.96 units/acre Overall Residential Acreage 7.74 units/acre *Residential Acreage*

MOUNTAIN MODERN RESIDENCES

COMMERCIAL AREA

COMMON OPEN SPACE

NATIVE OPEN SPACE / NATURE PARK



This 15-acre town center project envisions a thoughtfully designed residential community while preserving over six acres of open space. The plan provides new public access to privately maintained scenic trails along the creek and establishes pedestrian connectivity to Kent Smith Park and Old Highway.

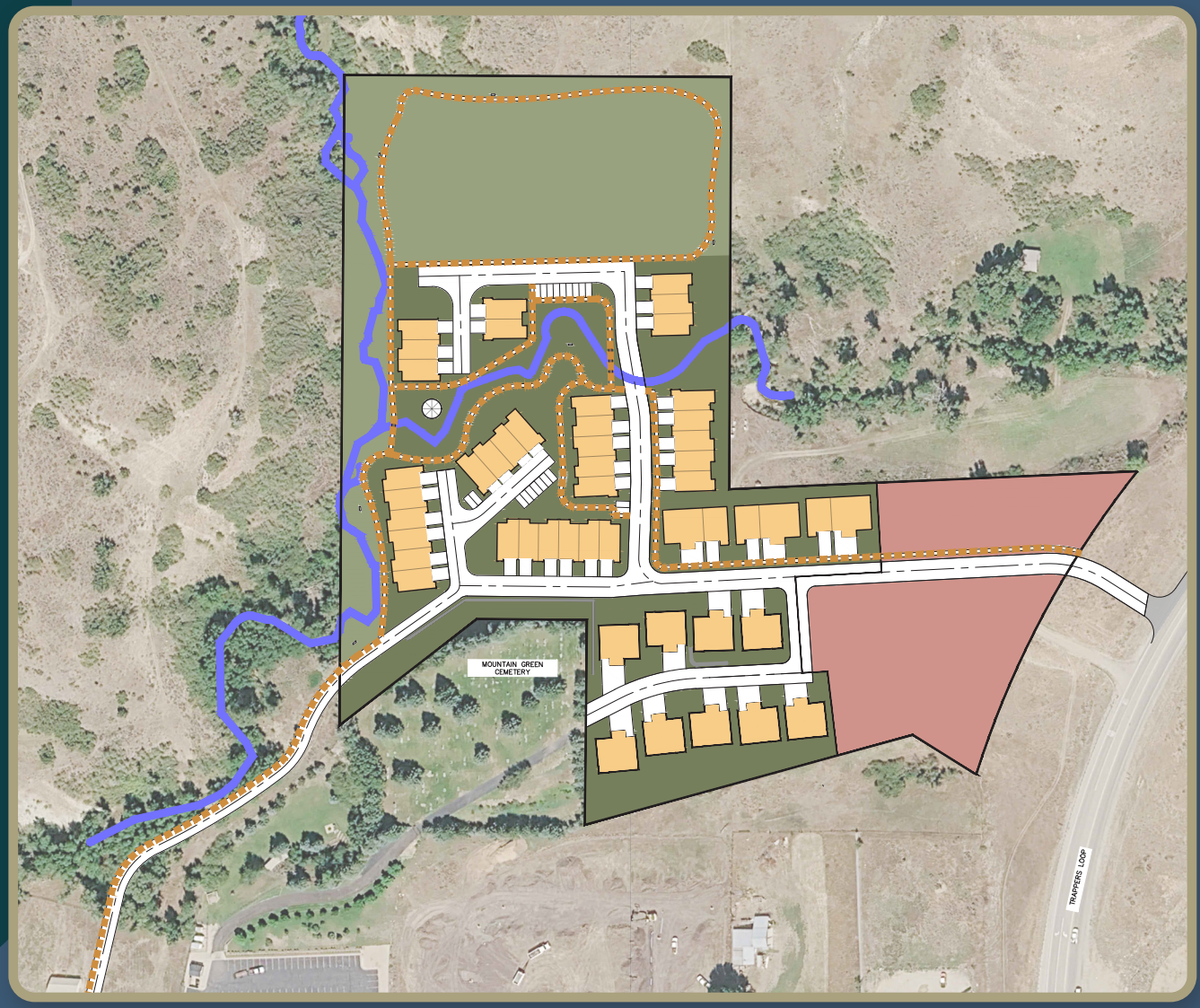
The project creates recorded access to the Mountain Green Cemetery via legal ingress from Trappers Loop Road. In addition, dedicated commercial acreage along Trappers Loop creates a strategically positioned area for future commercial use—supporting long-term public and county benefit as Mountain Green continues to evolve, particularly with the anticipated freeway interchange in the area.

Open Space Plan

TOTAL OPEN SPACE 7.22 acres

PRIVATELY MAINTAINED PUBLIC TRAIL SYSTEM

**Including several benches along the trail and a shaded pavilion.*



Over 40% of the property (6.03 acres) will be preserved as native open space and excluded from development. Improved permeable surface trails will be publicly accessible and privately maintained to provide meaningful recreational benefit to the community. Additionally, the existing floodplain located on the site will be incorporated into the common open space system. Trails, landscaping, and low-impact uses within this area will be designed to maintain the ecological function of the floodplain while creating accessible community open space. A common area pavilion by the creek and benches along the trails is also included for outdoor gatherings.

Product Renderings





Design Guidelines

PERMITTED USES

This development will conform to the permitted uses outlined in the Morgan County Town Center Zone, as established in §155.132 of the Land Use Code. In addition to those uses, the project will allow the following as permitted uses within the master plan area:

a. Single Family Residences
b. Double Cottage Homes
c. Large Mountain Modern Attached Homes
d. Commercial Acreage Along Trappers Loop Road

ARCHITECTURAL STANDARDS

The architectural character of the development will conform to the requirements outlined in the Morgan County Town Center Design Standards as of May 2026. All architectural styles, forms, and materials will comply with the established standards for building articulation, massing, fenestration, and entry orientation.

Final architectural details will be provided at final plat and will remain consistent with the intent and criteria established in the Town Center code.

LOT STANDARDS

	Town Center Commercial	Town Center Residential
minimum front setback	10·	20·
minimum rear setback	5·	15·
interior lot, minimum side setback	5·	10·
corner lot, minimum side setback	5·	10·
minimum between buildings	10’	10’
maximum building height	45’	35’
maximum stories	4	3

AMENITIES

Amenities will be provided proportional to the number of residential units and will include a variety of features to serve a range of ages and lifestyles.

1. PRIMARY AMENITIES

These may include, but are not limited to:

a. Pergola/Pavilion
b. Creek pedestrian trail with benches
c. Mountainside pedestrian trail with benches

All amenities will be maintained by a HOA. The number and type of amenties provided in each phase will be reviewed at the time of preliminary plat.

Design Guidelines

PARKING STANDARDS

Parking within the development is designed to a support walkable, mixed-use environment while meeting the functional needs of each land use type. All off-street parking shall comply with the following standards:

1. PARKING REQUIREMENTS

Use	Public & Guest Parking	Private Parking
Commercial Acreage-Specific Use(s) TBD	1 stall per 400 sq ft of gross floor area (GFA)	n/a
Residential Parking	1 guest stall per 4 units	2-3 Car Garages Plus Driveway Parking 110 Garage Stalls 98 Driveway Stalls 21 Open Stalls

a. All standard parking stalls must measure a minimum of 9 feet by 18 feet.
b. Accessible stalls shall conform to current ADA standards.
c. Where feasible, on-street parking may be incorporated into street sections and counted toward guest or overflow requirements.
d. Parking must be accessed via private driveways, not directly from public streets.
e. All off-street parking areas shall be paved with asphalt, concrete, or approved binder material, and graded to manage stormwater per §155.369(F)(1).
f. Driveways will count toward guest parking requirements.
g. Garages will count toward private parking requirements.

COMMON OPEN SPACE

The common open space will conform to the Town Center Open Space Corridor Plan and will include the following key features:

a. Sidewalks and trails will provide direct pedestrian connections to residential areas, parks, commercial nodes, and adjacent trail networks. All trails will be maintained by an HOA.
b. Open space areas will be planted with native and drought-tolerant species. At least 25% of improved open space will be xeriscaped using low-water planting strategies.
c. The open space system will be adaptable to site conditions and may include variations in layout or programming, subject to review and approval by the County

PRIVATE OPEN SPACE

Private open spaces will be sized and designed to allow for basic outdoor use, such as seating, gardening, or small gatherings. While no universal minimum size is prescribed, all private open space will be usable and accessible, in accordance with Town Center Design Standards. Housing types with direct access to large common open spaces (such as clustered townhomes around greenspace or courtyards) may be exempt from private open space requirements, as appropriate to the overall design intent.

Design Guidelines

SIGNAGE STANDARDS

Signs shall be consistent with the architectural style, materials, and scale of the development and shall comply with the standards of this section and all applicable provisions of Morgan County Code §155.368.

1. GENERAL STANDARDS

a. All signage must be architecturally compatible, using materials, colors, and proportions that complement building facades.
b. Signage shall not dominate building facades or create visual clutter.
c. Internally illuminated box signs, flashing, blinking, or animated signs, and signs made of vinyl, plastic, or low-grade metal are prohibited.

RESIDENTIAL SIGNAGE STANDARDS

Large community monuments will be allowed at the major entrances of the project. These major monument signs are not to exceed 106 square feet and shall have a maximum height limit of eight feet. All allowed freestanding signs shall have a setback of ten feet from any public right-of-way.

COMMERCIAL SIGNAGE STANDARDS

2. MONUMENT & FREESTANDING SIGNS

a. Monument signs are permitted for commercial, mixed-use, or institutional uses.
   - Max height: 25 feet
   - Max area: 50 square feet
   - Must be constructed with durable materials that match or complement adjacent architecture.
   - Reader boards or electronic message centers may be allowed but may not exceed 50% of total sign area.
   - Placement must meet corner visibility and setback standards.

b. Freestanding signs may be permitted for parcels with ≥1 acre and ≥100 ft of street frontage, subject to Planning Commission review.

3. WALL SIGNS

a. Each business may have one primary wall sign per street-facing facade.
b. Wall signs may not exceed 15% of the flat wall area.
c. Signs must be mounted flat and may project no more than 18 inches from the wall.

4. DIRECTIONAL & WAYFINDING SIGNS

a. Pedestrian and vehicular directional signs are permitted and do not require a permit if:
   - Max size: 4 square feet
   - Max height: 4 feet
   - Located entirely on private property and do not advertise products or services.

5. LIGHTING

a. External illumination must be downcast, shielded, and focused only on the sign face.
b. Internally illuminated signs must use channel lettering only — no exposed bulbs or light sources.
c. No sign lighting may create glare or distraction for pedestrians or vehicles.

6. SIGN THEME & PERMIT PROCESS

a. All permanent signage shall require a permit and comply with the sign design review process outlined in §155.368(J).
b. Applicants must provide all submittal materials required by the County, including scaled drawings, materials, lighting details, and site relationships.

Design Guidelines

LANDSCAPING STANDARDS

Landscaping throughout the development shall support walkability, provide buffers between uses, and conserve water through xeriscape principles. Landscape plans shall be reviewed and approved by the Mountain Green planning staff prior to final site or subdivision approval.

1. GENERAL STANDARDS

a. A minimum of 25% of all landscaped areas and 25% of all improved open space shall be xeriscaped using drought-tolerant and native plant species.

b. Plant materials shall meet the following minimum size requirements: Deciduous trees shall be a two inch caliper minimum at time of planting. Evergreen trees shall be a minimum six feet in height at time of planting. Shrubs shall be a minimum of three gallon container size.

c. Landscaped areas shall have sufficient plant material to provide at least 40% living plant cover at the ground plane at plant maturity.

d. Turf shall be limited to active recreation areas or courtyards and prohibited in park strips, parking islands, on slopes greater than 25% (4:1 grade), or in areas narrower than eight feet at their narrowest point. Lawn areas should be free from obstructions (e.g., trees, signs, posts, valve boxes) where reasonably practicable.

e. Certain special-purpose landscape areas (e.g. stormwater management areas) may receive exceptions from slope limitations and other landscaping requirements. Exceptions shall be reviewed through the preliminary plat process.

f. In multi-family and mixed-use common area landscapes, lawn areas may not exceed 30% of the total landscaped area, outside of active recreation areas.

g. Planting beds must have at least three to four inches depth of permeable mulch — such as river cobble, decorative gravel, or bark mulch —to control weeds and enhance landscape appearance. Black lava rock and white stone shall not be permitted.

h. Landscaped areas shall be equipped with a smart irrigation controller that automatically adjusts the frequency and duration of irrigation events in response to changing weather conditions. All controllers must have automatic rain delay or rain shut-off capabilities.

i. Undevelopable areas (steep hillsides) will be vegetated with native plant species where disturbed.

j. All irrigation systems must be suited to the designated plant material to maximize water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems must be equipped with a pressure regulator, filter, flush-end assembly, and any other necessary components.

k. Each irrigation valve shall be designated for landscaping with similar site, slope, and soil conditions, and for plant materials with similar watering needs. Lawn and planting beds shall have separate irrigation valves, and drip emitters and sprinklers shall also be on separate irrigation valves.

2. TREE PLANTING REQUIREMENTS

a. One shrub of five-gallon size shall be planted for every two dwelling units and one tree shall be planted for every two dwelling units. The coniferous trees shall be at least six feet in height and deciduous trees shall be at least two inches in caliper. Trees and shrubs may be planted:

- Along streets and sidewalks (within park strips or setback areas)
- Between buildings and along property lines
- In parking lot islands and perimeter buffers

b. Tree placement must meet corner visibility standards.

c. Open space corridors shall include shade trees spaced at least every 200 feet, consistent with §155.270.

Design Guidelines

LANDSCAPING STANDARDS

3. PARKING LOT LANDSCAPING

a. Parking areas in commercial and multi-family zones shall include:
   - Perimeter plantings and buffer zones
   - nterior tree islands for shade and heat reduction
   - Xeriscape ground cover in all non-paved areas

b. Parking areas shall be screened from streets and adjacent uses with landscaping or berms.

c. Each parking island within parking lot or loading zones shall receive one canopy tree and a minimum of three shrubs.

4. FENCING & SCREENING

a. Fences are permitted only along side and rear property lines.

b. Fences shall not block pedestrian circulation or isolate sidewalks from front entries.

c. Screening may include hedges, trees, low walls, or a combination of materials compatible with the building design.

5. MAINTENANCE

a. Landscaping shall be maintained by the property owner or HOA.

b. Dead or dying plant material shall be replaced in the next growing season.

resources:

For additional landscaping guidance and design inspiration, homeowners and developers are encouraged to explore the Localscapes website. Localscapes provides practical tips and examples for creating water-efficient, regionally appropriate landscapes that align with Mountain Green's landscaping goals. Visit localscapes.com for more information

NATURAL RESOURCE PROTECTION

The design of the development will incorporate and preserve significant natural features in accordance with the Town Center Design Standards. Elements such as steep slopes, floodplains, drainages, and native vegetation will be used to inform the layout of streets, open space, and building sites.

Natural features that are unsuitable for development will be preserved as part of the project's open space network, contributing to ecological function, visual quality, and passive recreation opportunities. These areas may include native open space, enhanced buffers, or trail corridors where appropriate and compatible with site conditions.

Site design will remain flexible to accommodate these natural constraints, including adjustments to block length, connectivity, and grading where necessary.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this _____ day of December, 2026 by and between Morgan County, a political subdivision of the State of Utah, hereafter referred to as "**County**" and Trappers Creek, LLC, a Utah limited liability company, hereafter referred to as "**Developer**".

RECITALS

A. The County, acting pursuant to its authority under Utah Code Annotated 17-79-101 *et seq*., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed ~~multi-family~~mixed-use development and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer is the owner of, and/or has the right to acquire, approximately 14.96 acres of real property located in Mountain Green, Morgan County, Utah known as Assessor's Parcel Numbers ~~00-0004-8171~~03-005-018-04 and 00-0004-8486 hereafter referred to as the "**Property**". The Property is legally described on **Exhibit "A"** attached hereto and incorporated herein by reference.

C. Developer has prepared and presented to the County a development application for a mixed-use project to be known as Trappers Creek (hereinafter referred to as the "**Project**"). The application package has been submitted and reviewed by the County pursuant to the requirements of the Morgan County Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

D. The Developer and County desire to allow Developer to make improvements to the Property and develop the Project in accordance with the Conceptual Plan for the Project attached hereto as **Exhibit "B"** (the "**Conceptual Plan**").

E. The County has authorized the negotiation of and adoption of development agreements which advance the policies, goals, and objectives of the Morgan County General Plan.

F. Consistent with the foregoing authorization and the provisions of Utah State law, the County's governing body has authorized execution of this Agreement by resolution _____, a copy of which is attached to this Agreement as **Exhibit "C"**.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE ~~RECIPET~~RECEIPT AND SUFFICIENCY OF WHICH ~~IS~~ARE HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. Recitals. The recitals set forth above are incorporated herein by this reference.

II. Developer Obligations.

A. **Completion of the Project**. Developer agrees that it shall construct and complete the Project (collectively, the "**Work**") in accordance with the Conceptual Plan and any subsequently approved subdivision plats or condominium plats approved in the future by the County for the Project (each a "**Final Plat**"), the approved construction drawings for any such Final Plat (the "**Plans and Specifications**"), and the terms of any Subdivision Improvements Completion Agreement (each, a "**Completion Agreement**") entered into in connection with a given Final Plat, and dedicate to the County all roads and other applicable public infrastructure included within the Project, ~~to~~ the extent to such roads and other public infrastructure are located within the boundaries of the County and are to be operated by the County.

B. **Anticipated Phasing—Commercial Development**. Developer anticipates completing the Project in the following residential phases:

Phase One: Nine (9) single family homes, inclusive of the cross-access easement and related improvements providing access to the cemetery and a portion of the overall trail network.

Phase Two: Six (6) twin homes.

Phase Three: Twenty-Six (26) townhomes, inclusive of the nature trail and all improvements along the south side of Dry Creek and down the west side of the LDS church property to Old Highway.

Phase Four: Eight (8) townhomes on the north side of Dry Creek, inclusive of the portion of the nature trail and gazebo on the north side of Dry Creek and the nature park with benches, flagpole, etc. on the Open Space Parcel.

While residential phasing could vary and overlap and/or be accomplished simultaneously in some instances, all improvements identified with respect to a particular Phase shall be completed in connection with the development of completion of the applicable Phase.

Commercial Development: Development of the area set aside for commercial development on the Conceptual Plan (the "**Commercial Area**") shall be developed as soon as one or more commercial tenants or owners are identified and the applicable commercial project or projects can be identified, planned and financed. No portion of the Commercial Area may be used for any use inconsistent with its designation as a Commercial Area. Developer shall use commercially reasonable efforts to market the Commercial Area for development by one or more commercial tenants or owners with the objective of commencing development of the Commercial Area on or before April 1, 2032 and completing such development on or before October 31, 2035. Within fifteen (15) days following the written request of the County delivered to the Developer, Developer shall provide a written update of the Developer's marketing efforts for the Commercial Area, including identification of the commercial platforms on which the Commercial Area is being marketed and a list of potential uses of the Commercial Area discussed with potential commercial tenants or owners, but subject to such confidentiality requirements as may be incident to such discussions or contractual arrangements. Parking for the Commercial Area will be determined and provided in accordance with the requirements of the County's Vested Laws (defined below) based upon the specific commercial project proposed and approved for the Commercial Area.

C. **Completion of Common Elements**. Developer shall further complete and the Work shall include the installation of the roadways, common area landscaping, trails, guest parking areas, storm water retention facilities and related improvements located in the common areas of the Project (collectively, the "**Common Elements**") and generally depicted on the Conceptual Plan. ~~The~~Each Common ~~Elements~~Element that Developer is required to construct and the proposed timing of such construction, on a phase-by-phase basis, is set forth on **Exhibit "D"** attached hereto. For purposes of this Agreement and the Project, "**Open Space**" means land which is not covered by dwellings or by pavement or other impervious material (except for viewing areas, gazebos and trails which may be covered with pavement or other impervious surfaces) which are dedicated to be used perpetually by the Project owners or the public for Open Space Purposes (as defined below) and is or will be owned by the Association (defined

below). For purposes of this Agreement and the Project, "**Open Space Purposes**" means the use of Open Space for recreational purposes (e.g., trails, fields and other outdoor recreation facilities), conservation, view shed and other similar purposes. The portion of the Project identified on the Concept Plan as "Native Open Space /Nature Park" is the planned portion of the Project to be identified as one or more Open Space parcels (each an "**Open Space Parcel**"). Upon identification of an Open Space Parcel on a plat of subdivision within the Project, Developer or any applicable sub-developer shall cause to be recorded with respect to such an Open Space Parcel a restrictive covenant against such Open Space Parcel in form and substance reasonably acceptable to the County and limiting the use of the Open Space Parcel to Open Space Purposes and the installation of any required underground utilities. The Common Elements include Fifteen (15) guest parking stalls. In addition, each unit will have a least a Two (2) car garage and a driveway pad of sufficient size to park Two (2) additional vehicles, giving the residential elements of the Project a parking ratio of 4.55 parking stalls per unit.

D. ~~B.~~ **Project Association**. Developer shall record or cause to be recorded Covenants, Conditions and Restrictions ("**CC&Rs**") against the Property and ~~created~~create an association of owners (the "**Association**") to administer the CC&Rs and operate, maintain, repair and replace the Common Elements. As more fully set forth in the CC&Rs, the Association shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines (defined below), including but not limited to architectural reviews, water efficiency, wildfire education, open space preservation, and private amenity and Common Element maintenance vis-à-vis an assessment mechanism set forth in the CC&Rs. ~~Upon request of the County, the~~The Developer shall provide a copy of the CC&Rs to the County for review and approval prior to the recordation of the CC&Rs. Recordation of the CC&Rs and creation of the Association shall be required at the time of the first Final Plat review and approval. The County shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines (defined below). The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the County.

E. ~~C.~~ **Design Guidelines**. For purposes of this Agreement, "**Design Guidelines**" shall mean the guidelines attached as **Exhibit "E"**, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and~~,~~ the design and construction standards for buildings, roadways (including gated access, where applicable) and infrastructure, as set forth in and adopted as part of this Agreement. The Parties acknowledge that given the size and long-term life of this Project, designs and styles will change over time. Accordingly, the Parties will work together in good faith to update the Design Guidelines in the future as market conditions evolve. If any provision of the Design Guidelines is inconsistent with a specific provision of this Agreement, the terms of this Agreement shall govern. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding on or off-site infrastructure or other infrastructure proposed by Developer, the architectural control committee established by the CC&Rs shall certify that the proposed development application complies with the Design Guidelines.

F. **Departures from Code Requirements**. The Conceptual Plan and Design Guidelines depart from the Town Center Design Standards and other requirements of the Town Center zoning district as follows:

- 155.266 (D) *Exception to Commercial Allocation Requirement*. Reduction of required commercial allocation from 35% to 17.4% of developed acreage and 29.11% of overall acreage. The public benefits provided in connection with the Project and justifying the foregoing reduction, as found by the County Commission, include the following:

Provision of a cross-access easement or roadway that will be paved and installed at the Developers expense providing secondary public access to the cemetery from Trappers Loop Road. Currently, access to the cemetery is through the LDS church parking lot and dead ends at the east end of the cemetery, without any legal way to turn a vehicle around. This access will provide proper vehicle movement in and out of the cemetery.

Provision of a non-motorized trail that connects to the sidewalk along Old Highway road (west of the LDS church), through the proposed development, and to Trappers Loop Road. The trail also traverses along Dry Creek and up the hillside within the Project to a great viewpoint of the Morgan valley. The trail will be privately owned and maintained, but open to public access and will consist of approximately 3,710 linear feet of trail.

Recordation of a restrictive covenant against such Open Space Parcel in form and substance reasonably acceptable to the County and limiting the use of the Open Space Parcel to Open Space Purposes and the installation of any required underground utilities.

Limitation of overall available Project density through the utilization of single family homes and above average sized townhomes and single shared wall homes (i.e. 7.74 units/acre for the developed area, and 3.96 units/acre for the overall non-commercial area).

Larger product sizes: Single family homes are 3,500 SF with 3-car garages; shared wall homes are 3,600 SF with 3-car and 2-car garages' and townhomes are 2,700 SF with 2-car garages. All units have a driveway that can fit at least 2-cars in them.

- 155.268 (A)(6). *Appearance*. Confirmation that the architectural design and unit configuration depicted on **Exhibit "F"** meet the requirement that two-family, three-family and four-family dwellings maintain a single-family detached appearance.

- 155.268 (A)(7). *Variation*. Confirmation that the architectural design and unit configuration depicted on **Exhibit "F"** meet the requirement that multi-family dwellings provide sufficient architectural variation.

- 155.133 Height Regulations. Maximum height for commercial buildings increased from 35' to 45' to accommodate a 3 story commercial building with underground parking.

- 155.134 Setback and Yard Regulations. Front yard setback reduced to 20' from 25' and rear yard setback reduced to 15' from 20'. No further exceptions to the Setback and Yard Regulations are requested as all residential product is to be constructed as units within one or more common interest communities (e.g. a Utah condominium project) where private ownership is limited to the footprint of the applicable residential unit.

G. ~~D.~~ **Common Elements**. All Common Elements shall be maintained by the Developer at Developer's sole cost and expense until conveyance of the same in good order and working condition to the Association, which conveyance shall be accomplished within sixty (60) days after recordation of the final plat within which the applicable Common Elements are located and include assignment of applicable construction and equipment warranties. From and after such conveyance, all Common Elements shall be operated, maintained, repaired and replaced

by the Association pursuant to assessments authorized pursuant to the CC&Rs. The County shall have no obligation to maintain the Common Elements.

H. ~~E.~~ **Conveyance or Dedication of Required Easements**. Prior to the construction of a particular utility facility, Developer shall convey or dedicate or cause to be conveyed and dedicated to the applicable public entity or other applicable utility provider, at no cost, such required utility easements on or across the Project as are necessary to facilitate the extension of those required utility services to be constructed to and throughout the Project and as are shown on the Plans and Specifications.

I. ~~F.~~ **Vertical Construction Standards**. In connection with its application for approval of the Project, Developer has provided to the County building elevations proposing a high-quality mountain-architecture theme for the Project, together with Design Guidelines for the Project. The Design Guidelines presented by the Developer were an important factor in the County's decision to approve the Project, and accordingly, Developer shall cause each residential and commercial structure constructed within the Project to be constructed consistent with the Design Guidelines.

J. ~~G.~~ **Parcel Sales**. Developer and its successors may sell portions of the Property in a manner that does not create individually developable lots or units pursuant to a conveyance by metes and bounds meeting the requirements of Section 17-79-102(83)(c)(iv) of the Utah Code. Such sales shall not be subject to any requirement to complete or provide security for any on-site infrastructure or off-site infrastructure at the time of such sale. The responsibility for completing and providing security for completion of any on-site infrastructure or off-site infrastructure in the parcel shall be that of the developer or a sub-developer thereof upon a subsequent subdivision or re-subdivision of the parcel that creates individually developable lots. Any such sale shall be accomplished pursuant to a transfer acknowledgment in the form attached hereto as **Exhibit "G"** (each a "**Transfer Acknowledgment**"), which Transfer Acknowledgment shall expressly identify the number of single-family homes, double cottage homes and/or large attached homes that may be developed on the portion of the Property transferred pursuant to this Section II(G). Any assignment of the Developer's rights under this Agreement in connection with the sale of any portion of the Property pursuant to this Section II(G) is also subject to the requirements of Section VI(O).

III. County Obligations.

A. **Provision of County Services**. The County agrees that it shall make available to the Property (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) storm water sewer, garbage collection, emergency medical, police and such other services as are provided by the County to its citizens generally.

B. **Processing of Development Applications.** The County shall cooperate reasonably in promptly and fairly processing preliminary plat, final plat, site plan, conditional use and other required applications made by Developer in connection with the development of the Project (collectively, "**Development Applications**") provided such Development Applications are properly completed and accompanied by the appropriate fees, and documents. Any Development Application, improvement plans, construction testing and oversite requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification ~~and/or stamping by a person holding a license or professional certification~~ required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. Upon such a finding by the County, the County will thereafter accept the application for review. It is not the intent of this Section to preclude the normal process of the County's ability to determine the completeness or "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Developer shall provide the

County with a complete set of plans at the outset of the Application process and to that end, the County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless changes to the Development Application raise new issues that need to be addressed. If the County denies a Development Application, the County shall provide a written determination to Developer of the reasons for denial, including specifying the reasons the County believes that the Development Application is not consistent with this Agreement and/or the County's Vested Laws. The County and Developer shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.

C. **Inspections—Resolution of Issues**. Within a reasonable time after Developer's delivery of a written notice of completion of the Work to the County, and at a time mutually agreed upon by the County and Developer, the County shall inspect the Work to verify that such Work has been completed in accordance with the Plans and Specifications (the "**Inspection**"). Within a reasonable time after the Inspection, the County shall provide the Developer one of the following: a) a list of items failing to meet the Plans and Specifications (the "**Correction List**"); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the Work is accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County's approval and initial acceptance of the Work, provided such Work is completed in accordance with the Plans and Specifications.

IV. Vested Rights and Reserved Legislative Powers.

A. **Vested Rights**. Developer shall have the vested right to develop and construct the Project in accordance with the Town Center zoning ~~designation~~district and the Conceptual Plan, subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the County applicable to the Project as of the date of this Agreement, including specifically, without limitation, site plan and subdivision approval processes and required ~~building~~ permitting, including building permits (the "**County's Vested Laws**"). For purposes of clarity, the Parties agree that the Conceptual Plan identifies and the County approves the following allocation of development density and uses in the Project:

TOTAL ACREAGE	14.96 acres
NATIVE OPEN SPACE/NATURE PARK	6.03 acres (40.3% of overall acreage)
COMMERCIAL ACREAGE	2.60 acres (17.4% of overall acreage) (29.11% of developed acreage)
RESIDENTIAL ACREAGE	6.33 acres (42.3% of overall acreage) (67.84% of developed acreage)
TOTAL RESIDENTIAL DENSITY	49 Homes 3.27 units/acre overall acreage 7.74 units/acre residential acreage

Except for the variations expressly authorized and contemplated by this Agreement and the Conceptual Plan, the provisions of the County's Town Center zoning district shall be applicable to the Project. Any amendment of the Conceptual Plan or material deviation from the Conceptual Plan in the proposed platting of the Project shall require the approval of the County.

B. **Reserved Legislative Powers**. Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such

legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations as referenced in Section IV. A. above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and, unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

C. **Moratorium**. In the event the County imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the County demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the County ~~and the moratorium is applied to the entire County~~. Moreover, such moratorium or limitation shall only apply to portions of the Project for which property owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different result is required under applicable state law. In the event any such moratorium applies to the Project, the County shall inform Developer of the County's requirements for ending the moratorium with regard to the Project and shall provide the County's reasonable estimate of the duration of such moratorium.

V. Term. This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Morgan County Recorder's Office.

VI. General Provisions.

A. **Waiver**. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

B. **Notices**. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to County: Morgan County
48 West Young Street
P.O. Box 886
Morgan County, Utah 84050
Attention: Planning and Development Director

If to Developer: Trappers Creek, LLC
4190 West 5800 North
Mountain Green, UT 84050
Attention: Kelvin Judd

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered seventy-two (72) hours

following deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand-delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

D. **Authority**. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that Developer is fully formed and validly existing under the laws of the State of Utah, and that Developer is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the County warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

E. **Entire Agreement**. This Agreement, including exhibits, constitutes the entire Agreement between the parties. If there is a conflict between the terms of this Agreement and the exhibits, the Agreement shall control.

F. **Amendment of this Agreement**. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Morgan County Recorder's Office. Amendments deemed to be minor or technical amendments by the County's Planning and Development Director may be processed and approved by the County's Planning and Development ~~Direct~~Director as a minor amendment. Notwithstanding the foregoing, changes to the density, residential unit count, the required commercial percentage or commercial area, permitted uses, major development configuration, required infrastructure/common improvements, or other material terms of this Agreement shall not be considered minor amendments and shall be subject to the review and approval of the County ~~Council~~Commission.

G. **Severability**. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.

H. **Governing Law**. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Morgan County, Utah, and the Parties hereby waive any right to object to such venue.

I. **Indemnification**. Developer agrees to, and does hereby, agree to defend, hold harmless and indemnify the County and all County elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of them arising out of the negligence or willful misconduct of the Developer in connection with the development and construction of any improvements that Developer constructs. Developer does hereby agree to pay all expenses, including without limitation legal fees and administrative expenses, incurred by County in defending itself with regard to any and all such claims. With respect to any other third-party claims challenging this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit, each Party to bear its own legal expenses and costs.

J. **Defaults**. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party (a "**Default Notice**"), unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Notwithstanding the foregoing, the sixty (60) day notice period may be reduced to such shorter period is required in connection with lawful emergency action or the need

to meet applicable appeal deadlines. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may, as its sole and exclusive remedy, institute legal proceedings to enforce the terms of this Agreement pursuant to Section VI(K) below. By way of clarity, neither Party shall have a right to terminate this Agreement nor shall either Party have the right to pursue, claim or collect money damages with respect to a violation or breach of this Agreement in any federal or state court or other legal proceeding. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not be cross-defaulted with any other agreement.

K. ~~I.~~ **Remedies**. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity. Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages (provided, specific performance shall not require an unlawful County approval or illegal legislative action). In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer's or County's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

L. **Force Majeure**. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default in spite of the said Party's reasonable best efforts.

M. ~~J.~~ **Attorney's Fee and Costs**. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

N. ~~K.~~ **Binding Effect**. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

O. ~~L.~~ **Assignment**. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the County. Developer shall give notice to the County of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. County shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision Lots within the Project.

P. ~~M.~~ **Third Parties**. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

Q. ~~N.~~ **No Agency Created**. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

COUNTY:

ATTEST:

COUNTY OF MORGAN
a political subdivision of the State of Utah

By: _____
County Recorder

By: _____
Chair, Morgan County Commission

APPROVED AS TO FORM:

By: _____
County Attorney

STATE OF UTAH)
: ss.
County of UTAH)

On this ____ day of _____, 2026, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the Chair of the Morgan County Commission and the person who executed the foregoing instrument on behalf of said County and acknowledged to me that said County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____

Notary Public for Utah

DEVELOPER:

Trappers Creek, LLC, a Utah limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
: ss.
County of _____)

On this ____ day of _____, ~~2019~~2026, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be a Manager of Trappers Creek, LLC, a Utah limited liability company, and the person who executed the foregoing instrument on behalf of said Company and acknowledged to me that said Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____

Notary Public for Utah

AS-SURVEYED LEGAL DESCRIPTION PARCEL "A" TAX ID. 00-0004-8486:

A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR FOUND MARKING THE NORTHWEST CORNER OF THIS TRACT OF LAND WHICH IS SOUTH 00°16’55” WEST 815.56 FEET, (SOUTH 824 FEET BY RECORD) AND NORTH 90°00’00” WEST 1320.16 FEET, (EAST 1323 FEET BY RECORD) FROM THE NORTHEAST CORNER OF SAID SECTION 26; RUNNING THENCE NORTH 87°29’25” EAST 572.10 FEET, (NORTH 87°11’ EAST 577.63 FEET BY RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF A UDOT PROJECT KNOWN AS (NS–365(2), SAID POINT BEING ON THE ARC OF A 1320.92 FOOT RADIUS CURVE TO THE LEFT WHICH RADIUS POINT BEARS SOUTH 51°31’50” EAST; THENCE SOUTHWESTERLY 483.66 FEET, (492.37 BY RECORD) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58’45”, (LONG CHORD BEARS SOUTH 27°58’48” WEST 480.96 FEET); THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) NORTH 57°53’11” WEST 104.78 FEET, (NORTH 62°47’ WEST 92.62 FEET BY RECORD); (2) SOUTH 74°39’41” WEST 271.60 FEET, (SOUTH 75° WEST 277.90 FEET BY RECORD); (3) NORTH 00°39’27” EAST 415.87 FEET, (NORTH 451.90 BY RECORD) TO THE POINT OF BEGINNING.

CONTAINS 173,858 SQUARE FEET OR 3.991 ACRES MORE OR LESS.

(Legal description continued on the next page.)

AS-SURVEYED LEGAL DESCRIPTION PARCEL "B" TAX ID. 03-005-018-04:

A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR FOUND MARKING A POINT OF INTERSECTION IN THE EAST LINE OF THIS TRACT OF LAND WHICH IS SOUTH 00°16'55" WEST 815.56 FEET, AND NORTH 90°00'00" WEST 1320.16 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 00°39'27" WEST 415.87 FEET TO THE NORTHERLY LINE FENCE LINE OF THE OSTLER PROPERTY DEEDED AS ENTRY NUMBER 162393 IN BOOK 396 AT PAGE 556 IN THE MORGAN COUNTY RECORDER'S OFFICE; THENCE SOUTH 74°39'41" WEST 204.72 FEET, (SOUTH 75° WEST 180 FEET) ALONG SAID NORTHERLY FENCE LINE TO THE SOUTHEAST CORNER OF THE CEMETERY; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID CEMETERY; (1) NORTH 00°38'36" EAST 286.80 FEET, (NORTH 300 FEET BY RECORD); (2) NORTH 89°24'08" WEST 154.09 FEET, (NORTH 89°36'48" WEST 153.64 FEET); (3) SOUTH 52°16'41" WEST 243.82 FEET, (SOUTH 52°04'01" WEST 243.825 FEET) TO A POINT WHICH IS SOUTH 00°14'17" WEST 1321.85 FEET, (SOUTH 1321.06 FEET BY RECORD) AND SOUTH 89°49'25" EAST 3,235.79 FEET, (EAST 3,234.93 FEET BY RECORD) AND NORTH 52°16'41" EAST 243.82 FEET, (NORTH 52°04'01" EAST 243.825 FEET BY RECORD) FROM THE NORTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 00°28'25" EAST 910.88 FEET, (NORTH 925 FEET BY RECORD); THENCE SOUTH 89°39'11" EAST 541.35 FEET, (EAST 500 FEET BY RECORD) TO THE QUARTER, QUARTER SECTION LINE; THENCE SOUTH 00°17'32" WEST 576.80 FEET TO THE POINT OF BEGINNING.

CONTAINS 478,115 SQUARE FEET OR 10.976 ACRES MORE OR LESS.

Concept Plan

TOTAL ACREAGE	14.96 acres
NATIVE OPEN SPACE / NATURE PARK	6.03 acres (40.3%)
COMMERCIAL ACREAGE	2.60 acres (17.4%)
RESIDENTIAL ACREAGE	6.33 acres (42.3%)
	49 homes
TOTAL RESIDENTIAL DENSITY	3.27 units/acre *Overall Acreage*
	774 units/acre *Residential Acreage*

MOUNTAIN MODERN RESIDENCES

COMMERCIAL AREA

COMMON OPEN SPACE

NATIVE OPEN SPACE / NATURE PARK

This 15-acre town center project envisions a thoughtfully designed residential community while preserving over six acres of open space. The plan provides new public access to privately maintained scenic trails along the creek and establishes pedestrian connectivity to Kent Smith Park and Old Highway.

The project creates recorded access to the Mountain Green Cemetery via legal ingress from Trappers Loop Road. In addition, dedicated commercial acreage along Trappers Loop creates a strategically positioned area for future commercial use—supporting long-term public and county benefit as Mountain Green continues to evolve, particularly with the anticipated freeway interchange in the area.

Exhibit “C”
(Adopting Resolution)

Exhibit "D"
(Common Elements)

Common Element	Completion Timing
Private Roadways	Phase-by-Phase as identified in applicable Final Plat and Section II(B)
Manicured Open Space/Landscaped Areas	Phase-by-Phase as identified in applicable Final Plat and Section II(B)
Privately Maintained Public Trails System within Residential or Commercial Development Phase	Phase-by-Phase as identified in applicable Final Plat and Section II(B)
Nature Park	Phase ~~One~~Four
Privately Maintained Public Trails System without Residential or Commercial Development Phase, including benches along the trail	Phase ~~One~~Four

Exhibit “E”
(Design Guidelines)

(See attached.)

Design Guidelines

PERMITTED USES

This development will conform to the permitted uses outlined in the Morgan County Town Center Zone, as established in §155.132 of the Land Use Code. In addition to those uses, the project will allow the following as permitted uses within the master plan area:

a. Single Family Residences
b. Double Cottage Homes
c. Large Mountain Modern Attached Homes
d. Commercial Acreage Along Trappers Loop Road

ARCHITECTURAL STANDARDS

The architectural character of the development will conform to the requirements outlined in the Morgan County Town Center Design Standards as of May 2026. All architectural styles, forms, and materials will comply with the established standards for building articulation, massing, fenestration, and entry orientation.

Final architectural details will be provided at final plat and will remain consistent with the intent and criteria established in the Town Center code.

LOT STANDARDS

	Town Center Commercial	Town Center Residential
minimum front setback	0'	10'
minimum rear setback	5'	5'
interior lot, minimum side setback	5'	n/a
corner lot, minimum side setback	5'	10'
minimum between buildings	10'	10'
maximum building height	45'	35'
maximum stories	4	3

AMENITIES

Amenities will be provided proportional to the number of residential units and will include a variety of features to serve a range of ages and lifestyles.

1. PRIMARY AMENITIES

These may include, but are not limited to:

a. Pergola/Pavilion
b. Creek pedestrian trail with benches
c. Mountainside pedestrian trail with benches

All amenities will be maintained by a HOA. The number and type of amenties provided in each phase will be reviewed at the time of preliminary plat.

Design Guidelines

PARKING STANDARDS

Parking within the development is designed to a support walkable, mixed-use environment while meeting the functional needs of each land use type. All off-street parking shall comply with the following standards:

1. PARKING REQUIREMENTS

Use	Public & Guest Parking	Private Parking
Commercial Acreage-Specific Use(s) TBD	1 stall per 400 sq ft of gross floor area (GFA)	n/a
Residential Parking	1 guest stall per 4 units	2-3 Car Garages Plus Driveway Parking 110 Garage Stalls 98 Driveway Stalls 21 Open Stalls

a. All standard parking stalls must measure a minimum of 9 feet by 18 feet.
b. Accessible stalls shall conform to current ADA standards.
c. Where feasible, on-street parking may be incorporated into street sections and counted toward guest or overflow requirements.
d. Parking must be accessed via private driveways, not directly from public streets.
e. All off-street parking areas shall be paved with asphalt, concrete, or approved binder material, and graded to manage stormwater per §155.369(F)(1).
f. Driveways will count toward guest parking requirements.
g. Garages will count toward private parking requirements.

COMMON OPEN SPACE

The common open space will conform to the Town Center Open Space Corridor Plan and will include the following key features:

a. Sidewalks and trails will provide direct pedestrian connections to residential areas, parks, commercial nodes, and adjacent trail networks. All trails will be maintained by an HOA.
b. Open space areas will be planted with native and drought-tolerant species. At least 25% of improved open space will be xeriscaped using low-water planting strategies.
c. The open space system will be adaptable to site conditions and may include variations in layout or programming, subject to review and approval by the County

PRIVATE OPEN SPACE

Private open spaces will be sized and designed to allow for basic outdoor use, such as seating, gardening, or small gatherings. While no universal minimum size is prescribed, all private open space will be usable and accessible, in accordance with Town Center Design Standards. Housing types with direct access to large common open spaces (such as clustered townhomes around greenspace or courtyards) may be exempt from private open space requirements, as appropriate to the overall design intent.

Design Guidelines

SIGNAGE STANDARDS

Signs shall be consistent with the architectural style, materials, and scale of the development and shall comply with the standards of this section and all applicable provisions of Morgan County Code §155.368.

1. GENERAL STANDARDS

a. All signage must be architecturally compatible, using materials, colors, and proportions that complement building facades.
b. Signage shall not dominate building facades or create visual clutter.
c. Internally illuminated box signs, flashing, blinking, or animated signs, and signs made of vinyl, plastic, or low-grade metal are prohibited.

RESIDENTIAL SIGNAGE STANDARDS

Large community monuments will be allowed at the major entrances of the project. These major monument signs are not to exceed 106 square feet and shall have a maximum height limit of eight feet. All allowed freestanding signs shall have a setback of ten feet from any public right-of-way.

COMMERCIAL SIGNAGE STANDARDS

2. MONUMENT & FREESTANDING SIGNS

a. Monument signs are permitted for commercial, mixed-use, or institutional uses.
   - Max height: 25 feet
   - Max area: 50 square feet
   - Must be constructed with durable materials that match or complement adjacent architecture.
   - Reader boards or electronic message centers may be allowed but may not exceed 50% of total sign area.
   - Placement must meet corner visibility and setback standards.

b. Freestanding signs may be permitted for parcels with ≥1 acre and ≥100 ft of street frontage, subject to Planning Commission review.

3. WALL SIGNS

a. Each business may have one primary wall sign per street-facing facade.
b. Wall signs may not exceed 15% of the flat wall area.
c. Signs must be mounted flat and may project no more than 18 inches from the wall.

4. DIRECTIONAL & WAYFINDING SIGNS

a. Pedestrian and vehicular directional signs are permitted and do not require a permit if:
   - Max size: 4 square feet
   - Max height: 4 feet
   - Located entirely on private property and do not advertise products or services.

5. LIGHTING

a. External illumination must be downcast, shielded, and focused only on the sign face.
b. Internally illuminated signs must use channel lettering only — no exposed bulbs or light sources.
c. No sign lighting may create glare or distraction for pedestrians or vehicles.

6. SIGN THEME & PERMIT PROCESS

a. All permanent signage shall require a permit and comply with the sign design review process outlined in §155.368(J).
b. Applicants must provide all submittal materials required by the County, including scaled drawings, materials, lighting details, and site relationships.

Design Guidelines

LANDSCAPING STANDARDS

Landscaping throughout the development shall support walkability, provide buffers between uses, and conserve water through xeriscape principles. Landscape plans shall be reviewed and approved by the Mountain Green planning staff prior to final site or subdivision approval.

1. GENERAL STANDARDS

a. A minimum of 25% of all landscaped areas and 25% of all improved open space shall be xeriscaped using drought-tolerant and native plant species.

b. Plant materials shall meet the following minimum size requirements: Deciduous trees shall be a two inch caliper minimum at time of planting. Evergreen trees shall be a minimum six feet in height at time of planting. Shrubs shall be a minimum of three gallon container size.

c. Landscaped areas shall have sufficient plant material to provide at least 40% living plant cover at the ground plane at plant maturity.

d. Turf shall be limited to active recreation areas or courtyards and prohibited in park strips, parking islands, on slopes greater than 25% (4:1 grade), or in areas narrower than eight feet at their narrowest point. Lawn areas should be free from obstructions (e.g., trees, signs, posts, valve boxes) where reasonably practicable.

e. Certain special-purpose landscape areas (e.g. stormwater management areas) may receive exceptions from slope limitations and other landscaping requirements. Exceptions shall be reviewed through the preliminary plat process.

f. In multi-family and mixed-use common area landscapes, lawn areas may not exceed 30% of the total landscaped area, outside of active recreation areas.

g. Planting beds must have at least three to four inches depth of permeable mulch — such as river cobble, decorative gravel, or bark mulch —to control weeds and enhance landscape appearance. Black lava rock and white stone shall not be permitted.

h. Landscaped areas shall be equipped with a smart irrigation controller that automatically adjusts the frequency and duration of irrigation events in response to changing weather conditions. All controllers must have automatic rain delay or rain shut-off capabilities.

i. Undevelopable areas (steep hillsides) will be vegetated with native plant species where disturbed.

j. All irrigation systems must be suited to the designated plant material to maximize water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems must be equipped with a pressure regulator, filter, flush-end assembly, and any other necessary components.

k. Each irrigation valve shall be designated for landscaping with similar site, slope, and soil conditions, and for plant materials with similar watering needs. Lawn and planting beds shall have separate irrigation valves, and drip emitters and sprinklers shall also be on separate irrigation valves.

2. TREE PLANTING REQUIREMENTS

a. One shrub of five-gallon size shall be planted for every two dwelling units and one tree shall be planted for every two dwelling units. The coniferous trees shall be at least six feet in height and deciduous trees shall be at least two inches in caliper. Trees and shrubs may be planted:

- Along streets and sidewalks (within park strips or setback areas)
- Between buildings and along property lines
- In parking lot islands and perimeter buffers

b. Tree placement must meet corner visibility standards.

c. Open space corridors shall include shade trees spaced at least every 200 feet, consistent with §155.270.

Design Guidelines

LANDSCAPING STANDARDS

3. PARKING LOT LANDSCAPING

a. Parking areas in commercial and multi-family zones shall include:
   - Perimeter plantings and buffer zones
   - nterior tree islands for shade and heat reduction
   - Xeriscape ground cover in all non-paved areas

b. Parking areas shall be screened from streets and adjacent uses with landscaping or berms.

c. Each parking island within parking lot or loading zones shall receive one canopy tree and a minimum of three shrubs.

4. FENCING & SCREENING

a. Fences are permitted only along side and rear property lines.

b. Fences shall not block pedestrian circulation or isolate sidewalks from front entries.

c. Screening may include hedges, trees, low walls, or a combination of materials compatible with the building design.

5. MAINTENANCE

a. Landscaping shall be maintained by the property owner or HOA.

b. Dead or dying plant material shall be replaced in the next growing season.

resources:

For additional landscaping guidance and design inspiration, homeowners and developers are encouraged to explore the Localscapes website. Localscapes provides practical tips and examples for creating water-efficient, regionally appropriate landscapes that align with Mountain Green's landscaping goals. Visit localscapes.com for more information

NATURAL RESOURCE PROTECTION

The design of the development will incorporate and preserve significant natural features in accordance with the Town Center Design Standards. Elements such as steep slopes, floodplains, drainages, and native vegetation will be used to inform the layout of streets, open space, and building sites.

Natural features that are unsuitable for development will be preserved as part of the project's open space network, contributing to ecological function, visual quality, and passive recreation opportunities. These areas may include native open space, enhanced buffers, or trail corridors where appropriate and compatible with site conditions.

Site design will remain flexible to accommodate these natural constraints, including adjustments to block length, connectivity, and grading where necessary.

Windermere REAL ESTATE

Exhibit “F”
(Architectural Rendering of Multi-Family Building)

(Added graphics)

Product Renderings

(Added graphics)



Exhibit “G”
(Form of Transfer Acknowledgment)

Summary report: **Litera Compare for Word 11.2.0.54 Document comparison done on 11/5/2026 8:14:14 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4932-9566-6354/3/DEVELOPMENT AGREEMENT--TRAPPERS CREEK.docx	
Modified DMS: nd://4932-9566-6354/5/DEVELOPMENT AGREEMENT--TRAPPERS CREEK.docx	
Changes:	
Add	76
~~Delete~~	31
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	109

October 27, 2026

4:00 WORK SESSION, 5:00 REGULAR MEETING & 6:00 PUBLIC HEARINGS

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 Matt Wilson
Commissioner Mike Newton (attended remotely)
Commissioner Raelene Blocker
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson

OTHER EMPLOYEES
IT Director Jeremy Archibald
County Attorney Garrett Smith (CA)
Administrative Manager Kate Becker
County Clerk/Auditor Leslie Hyde
Deputy Clerk/Auditor Chloe Adams
Deputy Clerk/Auditor Penny Butler
County Librarian Erin Bott
Planner Kent Page

OTHERS IN ATTENDANCE
Tina Kelley
Debbie Sessions
Cindy Carter
Jeff Mathews
Valerie Claussen
Matty Maloney
Bret Smith
Roger Eggett
Brett Anderson
Stan Mikesell
Erin Vance
Joni Johnson
Sid Mikesell
Arnold Mikesell
Grant Fairbanks
Sage Page
Brian Nesteroff
Lance Mikesell
Stew Mikesell
Dennis Jacobson
Ava Ackett
Sydni Mellott
Hunter Hemingway
Mckay Bugler
Easton Miller
Finn Curtis
Cole Reeves
Chase Porter
Foster Ostrander
Rob Franke
Danielle Fairbanks

4:00 JOINT WORK SESSION WITH PLANNING COMMISSION

Planning Outpost, Valerie Claussen – Morgan County General Plan Update

Valerie Claussen of Planning Outpost thanked the Commission and Planning Commission for their feedback and reviewed an updated outline of the General Plan. Language is being prepared with Garrett Smith (CA) for a twice-yearly review cycle and to acknowledge that the plan is drafted under current state code, with a review to be initiated if future legislation materially changes the legal effect of general plans.

The place type implementation table now has two tiers: baseline implementing districts and limited or location-specific districts. Ms. Claussen will develop criteria for the location-specific tier over the coming week. Discussion noted continuing public misunderstanding of the plan; the General Plan is a long-term vision and policy guide, is not zoning, and does not grant entitlements or remove existing rights.

The Rural Corridor place type is intended to allow limited, small-scale commercial uses suited to rural communities and does not require commercial uses as the Town Center zone does. Ms. Claussen proposed a new Country Residential place type for Mountain Green and Peterson to bridge the gap between Rural Corridor and Neighborhood Residential, with RR-1 as the baseline and RR-2.5 and R1-20 as potential implementing districts. There was general agreement. Buffering patterns will be encouraged where practical, and land use policy regarding densities greater than RR-1 near Morgan City will be refined.

The public review period closed October 22 with no significant new comments, and the comment matrix has been updated. Members were asked to submit any concerns on the remaining plan sections, including economic development, recreation and amenities, population, housing, transportation, infrastructure, public facilities and services, and sensitive lands.

Future Land Use Maps: No further changes were proposed for Enterprise, Round Valley, Stoddard, or Porterville.

Milton: The area near Morgan City by Surrey Lane will remain agricultural; parcels to the north have already been rezoned RR-5. Resident feedback favored following the original area plan, with RR-1 near the park and RR-5 north of Stoddard Lane, larger-lot frontage along the road, and agricultural designation brought closer to the road behind it. The river bottom will remain agricultural due to high groundwater. A marked-up map will be provided to Planning Outpost.

Croydon: The revised map was forwarded to all Commissioners for review. The northern boundary is based on existing zoning and can be adjusted.

Richville: Existing smaller lots along Richville Lane and State Street retain their current zoning. Agricultural designation within Morgan City's future annexation area serves as a low-density placeholder, allowing the City to plan sewer infrastructure and encouraging annexation when development occurs.

Mountain Green: Proposed Rural Corridor areas will change to Country Residential. The parcel near the Highlands will remain Rural Living, reflecting the vision that lots not be smaller than one acre; existing zoning is unaffected. The Warner property will likely be designated Rural Corridor. Feedback on a possible Civic designation for the church/Bowery area was requested within 24 hours. The Employment/Industrial area will be reduced to a narrower band consistent with the 2005 plan, with the remainder returning to Large Parcel Agricultural; RV parks would not be permitted in that designation. A rendering error near the Mountain Green Cemetery will be corrected.

Peterson: A Wasatch Peaks Road label will be added, some areas will change to Large Parcel Agricultural, and additional Rural Living will be added. Discussion of the northeast area addressed concerns with commercial uses in the Rural Corridor, differing resident feedback on half-acre versus larger lots, septic density on lots served by water systems, which the Health Department is reviewing, and single ingress/egress for emergency services. Direction was for the Village Commercial Center to remain the commercial core and for the Village Residential Neighborhood area to likely become Country Residential, transitioning to larger Rural Living lots further out.

Ms. Claussen reported that public hearings are scheduled for November 12 before the Planning Commission and December 15 before the County Commission, and requested final comments by the following day. The Chair called a brief recess.

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

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

Chair Wilson noted that Commissioner Newton was attending remotely.

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Meeting Minutes from October 20, 2026.
2. Approval of a Building Inspection and Plan Review Agreement with Building Code Solutions, Inc. (BCS), the second of three previously awarded service agreements for plan review and inspection services.
3. Approval of a letter authorizing Kate Becker, County Administrative Manager, and Hon. Commissioner Vaughn Nickerson to acquire federal surplus property on behalf of Morgan County.
4. Receipt and acknowledgment for the Commission record of the Morgan City Redevelopment Agency's 2026 Annual Report.
5. Approval of the Morgan County GIS zoning base map for use on the County website, one of the final two GIS projects approved in 2024 and funded through ARPA.

Commissioner Nickerson moved to approve the consent agenda.
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.

(C) Commissioner Declarations of Conflict of Interest
No conflicts of interest were declared.

(D) Public Comments (please limit comments to 3 minutes)
Chair Wilson noted that comments on the two scheduled public hearing items would be taken during those hearings.

Cindy Carter (Hardscrabble): expressed concern that the earlier Peterson area plan was developed with input primarily from large landowners and without a meaningful public process. She stated support for private property rights but asked that the General Plan reflect the voice of all residents, and thanked the Commission and planning staff for the current public input process.

(E) Action Items

1. Bret Smith – Discussion/Decision – Kent Smith Memorial Park
Discussion and decision on a citizen request to rename Kent Smith Memorial Park to Kent and JoAnn Smith Memorial Park in recognition of JoAnn Smith's contributions to the park and Mountain Green community.

Bret Smith, son of Kent and JoAnn Smith, requested that the park be renamed in recognition of his mother's role in establishing it, including the family's donation of the land and years of community fundraising and volunteer work. Kate Becker (CAM) reported that the County Attorney's Office and Recorder's Office found nothing in the deed or subsequent records limiting the Commission's ability to rename the park. The Commission expressed appreciation to the Smith family and discussed funding updated signage promptly.

Commissioner Blocker moved to rename Kent Smith Memorial Park to Kent and JoAnn Smith Memorial Park in recognition of JoAnn Smith's contributions to the park and the Mountain Green community, and to allocate funding to upgrade the sign and the plaque.
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.

(F) Morgan County Board of Equalization Session

1. Convene as the Morgan County Board of Equalization.

Commissioner Fackrell moved to go into the Morgan County Board of Equalization.
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.

2. Discussion/Decision – Resolution CR-26-06-BOE: Approval of adjustments, corrections, and changes to the 2026 Property Tax Assessment Roll.

Kate Becker (CAM) noted that Board of Equalization resolutions adjusting the tax roll require a public hearing, and that any change exceeding the statutory threshold will require its own separate public hearing at a future meeting; no such change is included in this resolution. The Clerk/Auditor's Office reported that adjustments are decreasing and that the focus is shifting to stipulations and hearings. The Board expressed appreciation for the inclusion of the hearing officer's comments in the packet.

Commissioner Nickerson moved to go into public hearing.
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.

No public comments were received.

Commissioner Nickerson moved to adjourn the public hearing and reconvene as the Board of Equalization.
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.

Kate Becker (CAM) clarified that the resolution encompasses Exhibit A and all attached stipulations.

Commissioner Nickerson moved to approve Morgan County Resolution CR-26-06-BOE as shown.
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. Adjourn the Board of Equalization and reconvene as the Morgan County Commission.

Commissioner Fackrell moved to go out of the Board of Equalization.
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.

(E) Action Items Continued
Kate Becker (CAM) noted that the Commission would move to the public hearing items at 6:00 p.m.

2. Kate Becker – Discussion/Decision – Wasatch Peaks Ranch Pool Complex Site Plan
Discussion and decision on a pool complex site plan located at approximately 5250 W Peaks View Drive in the Peterson area of unincorporated Morgan County.

Kate Becker (CAM) presented Application 26.028, a pool complex within the existing Wasatch Peaks Ranch site plan, including a swimming pool, cabana, parking, landscaping, and architecture. The application included lighting and photometrics and meets the Development Agreement and original site plan. The Planning Commission forwarded a positive recommendation, now provided in a new signed recommendation format. The Commission expressed appreciation for the inclusion of the Planning Commission's comments in the packet.

Commissioner Newton moved to approve the Wasatch Peaks Ranch Pool Complex Site Plan.
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.

3. Kate Becker – Discussion/Decision – Quilters Group Auditorium Rental
Discussion and decision on Resolution CR-26-53 establishing a $700 annual auditorium rental rate, including one Friday per month and up to two three-day retreats annually.

Kate Becker (CAM) explained that only the County governing body may waive revenue, and that the 2022 minutes continuing the Quilters Group's discounted auditorium rate did not set the rate or limit the days of use by resolution. The resolution sets an annual rate, defines the included days, and allows the County to temporarily suspend auditorium use for purposes such as construction, with any unused portion refunded at year end. The group's recent request for additional days is addressed through the allowance for retreats.

Commissioner Blocker moved to approve Resolution CR-26-53, establishing a $700 annual auditorium rental rate, including one Friday per month and up to two three-day retreats annually.
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.

4. Kate Becker – Discussion/Decision – Ham Radio Group Fee Waiver
Discussion and decision on Resolution CR-26-54 waiving rental fees for the Ham Radio Group's monthly use of the Search and Rescue Building.

Kate Becker (CAM) explained that the Ham Radio Group, which voluntarily supports emergency management communications, meets monthly in the Search and Rescue Building with permission previously granted by the Sheriff. Because only the Commission may waive revenue, the waiver is being formalized by resolution. The Commission noted the value of amateur radio operators during past emergencies.

Commissioner Nickerson moved to approve Resolution CR-26-54, waiving rental fees for the Ham Radio Group's monthly use of the Search and Rescue Building.
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.

5. Kate Becker – Discussion/Decision – Auditorium Fee Waivers

Discussion and decision on Resolution CR-26-56 authorizing rental fee waivers for Sons of Utah Pioneers, Daughters of Utah Pioneers, USU Extension and Morgan County 4-H, and Farm Bureau of Morgan.

Kate Becker (CAM) explained that the groups listed were compiled from County records of previously approved fee waivers. The resolution sets limits on frequency of use and provides that, during construction or remodeling, the County is not obligated to find a replacement site. The Commission added water and ditch companies' annual meetings within Morgan County, not to exceed two days per year, as Section 1(E). Political events will continue to pay rental fees. In response to a question regarding resolution numbering, the Deputy Clerk/Auditor confirmed that all resolution numbers have been assigned and none were skipped.

Commissioner Blocker moved to approve Resolution CR-26-56, authorizing rental fee waivers and including the additions discussed.
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.

6. Kate Becker – Discussion/Decision – Recreation Board Dissolution
Discussion and decision on Resolution CR-26-58 formally recognizing dissolution of the Morgan County Recreation Board and clarifying prior County records and agreements.

Kate Becker (CAM) explained that the 1997 Recreation Complex Agreement provided for governance by a Morgan County Recreation Board that was never formally established or appointed by resolution. The board has not met in several years, and its funds have been distributed to the School District, which assumed management of the facility. Dissolving the board is a procedural step required before terminating the 1997 agreement.

Concern was expressed about maintaining cooperative relationships with Morgan City and the School District and about the County paying for facility use under the terms of the 1997 agreement. Garrett Smith (CA) explained that, following adoption of the RAMP tax, the board could serve only as a recommending body, that the County now uses the facilities under a separate current agreement, and that trust funds were returned when the School District assumed full maintenance responsibility. The resolution updates County records to reflect current practice. Ongoing scheduling coordination meetings with the School District were noted.

Commissioner Blocker moved to approve Resolution CR-26-58, formally recognizing dissolution of the Morgan County Recreation Board and clarifying prior County records and agreements.
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.

7. Kate Becker – Discussion/Decision – 1997 Recreation Complex Agreement
Discussion and decision on Resolution CR-26-59 approving mutual termination of the 1997 Recreation Complex Agreement, terminating continuing County obligations, and preserving County-owned Echo irrigation water rights.

Kate Becker (CAM) explained that the resolution recognizes the School District's control of the facility, terminates the County's continuing obligations under the 1997 agreement, and retains the County's Echo irrigation water rights, which have not been used at the facility. Morgan City has deeded its portion of the property to the School District. Resolution CR-26-58 will be attached as an exhibit. Commissioner Nickerson initially stated Resolution CR-26-58 in his motion and corrected it to CR-26-59.

Commissioner Nickerson moved to approve Resolution CR-26-59, approving mutual termination of the 1997 Recreation Complex Agreement, terminating continuing County obligations, and preserving County-owned Echo irrigation water rights.
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.

8. Kate Becker – Discussion/Decision – Active Transportation Advisory Board
Discussion and decision on Resolution CR-26-61 dissolving ATAB, rescinding CR-21-11, terminating memberships and liaison assignments, and preserving the Active Transportation Plan.

Kate Becker (CAM) presented the request, noting that the Morgan County Active Transportation Plan adopted July 18, 2023 would be retained. A request was made to postpone the item to allow consideration of another option before dissolution.

Commissioner Fackrell moved to postpone Resolution CR-26-61 until the next Commission meeting on November 17, 2026.
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.

Kate Becker (CAM) requested that the Commission move to the public hearing items.

6:00 PUBLIC HEARINGS

(G) Action Items – Public Hearings

17. Kent Page – Discussion/PUBLIC HEARING/Decision – Eggett FLUMA & Rezone
Discussion and decision on Ordinance CO-26-27 Application 26.031: Amendment from A-20 and RR-1 to Ranch Residential 5 and rezone to RR-5 on approximately 20.30 acres at 667 W. Hardscrabble Court, Porterville, Parcel 00-0062-3395.

Kent Page presented the Planning Commission's recommendation. At the Planning Commission, the applicant stated that the water and road concerns from a prior denial had been addressed and cited a Weber Basin letter and well log; additional water rights have not been purchased. Planning Commissioners distinguished available water rights from a dependable groundwater supply, and public comment reported declining and dry wells. The Planning Commission unanimously recommended denial.

Questions were raised regarding current well production. Kate Becker (CAM) noted that the applicant had offered at the Planning Commission to retest the well, and that a will-serve letter is the only water documentation the County may require for a rezone application.

Applicant Roger Eggett asked that the application be evaluated against the factors in County Code, stated that most neighbors within 1,000 feet have parcels smaller than 20 acres, offered to retest his well and asked that the item be tabled if the Commission wished, and requested that discussion remain respectful and fact-based. Mr. Eggett asked Chair Wilson to recuse himself, citing a prior personal dispute. Chair Wilson declined, disputing the account. Commissioner Fackrell noted that state law does not require recusal in such circumstances.

Brett Anderson, attorney for the applicant, stated that road and water adequacy are addressed at the development stage rather than at rezoning, and that the application meets the code factors for consistency with the General Plan, harmony with surrounding development, effect on adjacent property, and adequacy of services.

Garrett Smith (CA) advised that a rezone is a matter of the Commission's legislative discretion, that the code factors are to be considered but are not exhaustive or controlling, that water supplies are among the listed facilities and services, and that state law also considers whether a rezone promotes public health, safety, and welfare. In response to questions, it was confirmed that the property has no frontage on Hardscrabble Road and is accessed by easement over Hardscrabble Court; Kate Becker (CAM) explained that frontage would be created through a private road at the subdivision stage.

Commissioner Fackrell moved to go into 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.

Chair Wilson asked that all comments be respectful.

Public Comment:

Cindy Carter (Hardscrabble): spoke on her own behalf and read a statement from Mikelle Hanson, an adjacent neighbor. She stated that her family's long-held spring has stopped running since nearby wells were drilled, that the request is substantially the same as the one previously denied, and that the shared road is not owned by the applicant. Mr. Hanson's statement expressed concern that water is not sustainable for additional homes.

Stan Mikesell (Hardscrabble): reviewed the history of the property and expressed concern about septic systems, flooding, and the lack of fire hydrants.

Erin Vance (Hardscrabble): expressed concern about water availability, groundwater contamination from septic systems, and traffic, and stated that a rezone should not be considered until the General Plan update is complete.

Joni Johnson (Hardscrabble): stated that her well ran dry last summer and expressed concern about traffic and safety.

Sid Mikesell (Hardscrabble): described poor well production on her property and expressed concern that additional wells would affect her water supply.

Arnold Mikesell (Hardscrabble): stated that springs in the area have dried up and water quality is declining, and expressed concern about frontage, traffic, and water for fire protection.

Grant Fairbanks (Hardscrabble): expressed concern about the loss of the area's rural character and about increased runoff and flooding.

Brett Anderson (Farmington): stated that the Commission is limited to the code factors as written, that adjacent property means property that touches the subject parcel, and that state law also directs consideration of economic factors, orderly growth, and private property rights.

Sage Page (Morgan Valley Drive): noted that Mr. Hanson is an adjacent property owner with water concerns, stated that the resulting lots would not be attainable housing, and stated that the rezone is opposed by Hardscrabble residents.

Commissioner Fackrell moved to leave public hearing.
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.

Chair Wilson recused himself from discussion and the vote on this item in light of the applicant's concern regarding his impartiality.

Garrett Smith (CA) reported that the recorded document for Hardscrabble Court is a road maintenance agreement allowing ingress and egress for the existing lots, and that access is not required for a rezone and would be addressed administratively. Commission discussion noted that the number of homes on the dead-end road already exceeds the fire code threshold without a secondary access, that adequate water is essential to public health, safety, and welfare, that the proposed General Plan would retain an agricultural designation for the area, and that significant public input had been received. Garrett Smith (CA) outlined potential findings and advised against relying on adverse effect to adjacent property absent documentation.

Commissioner Nickerson moved to deny Ordinance CO-26-27, stating the findings discussed regarding access, health, safety, welfare, water, fire, and public clamor, and including the findings detailed by Garrett Smith (CA): the request is inconsistent with the County's General Plan as it currently exists and as it is proposed to be amended; the request is not harmonious with the overall character of existing development in the vicinity, which is predominantly A-20 zoning with RR-1 strip zoning; and the facilities and services intended to serve the property, including fire and water, are inadequate.
Seconded by Commissioner Fackrell

VOTE:
Commission Chair Wilson: Abstained
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The motion passed.

18. Janet Christofferson – Discussion/PUBLIC HEARING/Decision – Repeal of Conceptual Development Plan Amendment Section
Discussion and decision on Ordinance CO-26-24 repealing the Morgan County Code section titled "Amending the Conceptual Development Plan" in its entirety.

Kate Becker (CAM) presented the item on behalf of Janet Christofferson (Attorney). As amended through the adoption process, the section's language created ambiguity that has exposed the County to potential litigation, and Janet Christofferson (Attorney) intends to redraft it and bring it back at a later date. Garrett Smith (CA) explained that conceptual plans were removed from County Code following Senate Bill 174, and that developers have used the existing language to argue that changes to development agreements may be approved administratively; any change to a development agreement, as a contract, should come before the Commission. Repeal does not create a gap, as conceptual plans are no longer part of the review process.

Commissioner Fackrell moved to go into 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.

No public comments were received.

Commissioner Fackrell moved to leave 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.

Commissioner Blocker moved to approve Ordinance CO-26-24, repealing the Morgan County Code section titled "Amending the Conceptual Development Plan" in its entirety.
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.

(E) Action Items Continued

9. Kate Becker – Discussion/Decision – Senate Bill 258
Discussion and consideration of whether Morgan County should adopt a resolution requesting repeal of 2024 Utah Senate Bill 258 concerning developer-led preliminary municipalities.

Kate Becker (CAM) reported that Wasatch and Summit counties have adopted resolutions requesting repeal, and asked whether the Commission wished to have a similar resolution drafted. Concern had been raised about the timing while the County awaits interchange funding. Kate Becker (CAM) reported that the interchange has moved to UDOT's fundable phase one list, that engineering is complete, and that construction timing depends on other projects along the corridor; a southern leg will not be added.

The Commission discussed that the County has worked extensively and successfully with its legislators on this issue, including testimony before the Legislature and demonstrating that a preliminary municipality's feasibility study lacked merit, and that the Utah Association of Counties has voted to request repeal. Garrett Smith (CA) noted that the Utah Constitution prohibits the Legislature from delegating municipal functions to a private corporation. The Commission's direction was not to draft a resolution and to continue working directly with state legislators.

No motion was made and no vote was taken on this item.

Chair Wilson called a five-minute recess.

10. Kate Becker – Discussion/Decision – Exclusive Lease Revenue
Discussion and decision on the appropriate fund for depositing exclusive lease revenue: Fairgrounds Fund, General Fund, restricted Capital Projects Fund, or a new fund.

The Commission discussed restricting the revenue to land and property acquisition, such as property adjacent to existing County recreation or fairgrounds facilities, and not using it for operations. Kate Becker (CAM) will deposit the funds and return with a resolution creating the fund and defining its restrictions.

Commissioner Fackrell moved to deposit the exclusive lease revenue and create a new fund for the land revenue.
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.

11. Kate Becker – Discussion/Decision – Morgan Valley Drive Speed Signs
Discussion and decision on purchasing four solar-powered Carmanah SpeedCheck 18 signs and poles from Gades Sales Co., Inc., for $26,800 from Transportation Impact Fees, account 28-4400-305-000.

Kate Becker (CAM) presented quotes at UDOT bid pricing for signs that are more durable than those previously installed in Mountain Green. Four signs would cover both directions at the two speed zones on Morgan Valley Drive. The Commission discussed adding signs for Highway 66, where UDOT has offered to install them and reduce the speed limit through Porterville, and noted resident concerns about inconsistent speed limits shown in navigation apps. Kate Becker (CAM) will confirm the appropriate sign size for Highway 66.

Commissioner Fackrell moved to approve the purchase of six Carmanah SpeedCheck signs, funded through Public Works and, if Public Works funds are insufficient, from Fund 17 or Fund 19.
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.

12. Kate Becker – Discussion/Decision – 100 South Road Widening
Discussion and decision on allocating $400,000 from Fund 17, Additional Local Transit Tax, to widen 100 South near 150 East for two traffic lanes and a walking path, as recommended by COG September 28, 2026.

Kate Becker (CAM) presented the Council of Governments' recommendation. Public Works anticipates in-kind and partner contributions to reduce the total project cost, with stabilization of the cliff face as the main variable. The project is planned for next year and will go out to bid. Discussion followed regarding the appropriate funding source.

Commissioner Fackrell moved to allocate $400,000 from Fund 19, not Fund 17, from the Additional Local Transit Tax to widen 100 South on the east end of Morgan City.
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.

13. Kate Becker – Discussion/Decision – Fairgrounds Accessible Parking
Discussion and decision on allocating $43,200 from Third Quarter Local Option Transportation Sales Tax funds for accessible parking improvements at the Fairgrounds, as recommended by COG.

The parking would be located on the grassy area between the small arena and Como Springs Road, adding accessible spaces next to the paved trail. Public Works will perform the excavation in-kind, with the allocation covering paving. Concern was raised about replacing grass with pavement. An alternative path between the arenas was discussed and considered unsafe because of livestock and event traffic.

Commissioner Nickerson moved to approve the allocation of $43,200 from the Third Quarter Local Option Transportation Sales Tax to provide accessible parking at the Fairgrounds.
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 – Enterprise Park ADA Playground
Discussion and decision on seeking foundation grant funding for accessible playground equipment and considering County funding for an engineering estimate for site preparation, surfacing, and parking.

Kate Becker (CAM) requested permission to apply for a Wasatch Peaks Ranch Foundation grant to replace the Enterprise Park playground with ADA-accessible and sensory equipment and accessible surfacing, and to provide multigenerational swings for each County park. The existing equipment was identified for replacement in the park equipment audit, and the park is centrally located. County costs for equipment removal, site leveling, and parking improvements have not yet been determined, and an engineer's estimate would be sought if the grant is awarded. No County funds will be committed without returning to the Commission.

Commissioner Blocker moved to give Kate Becker permission to apply for the grant for the Enterprise Park ADA Playground.
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.

15. Kate Becker – Discussion/Decision – Fairgrounds Pavilion Foundation
Discussion and decision on a Fairgrounds Fund budget adjustment for a pavilion base: gravel or concrete, plus power-line relocation costs.

Kate Becker (CAM) explained that the DAF grant funds construction of the Fairgrounds pavilion but not a base, and that a concrete base would require relocating existing electrical lines. The pavilion will be located near the former main stage area, shifted away from the newly installed electrical line. The Commission agreed that gravel is consistent with the existing pavilion and easy to maintain, and that concrete may be considered in the future.

Commissioner Newton moved to proceed with a gravel base for the Fairgrounds pavilion, funded from the Fairgrounds Capital Improvement Fund.
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.

16. Kate Becker – Discussion/Decision – Public Works Take-Home Vehicles
Discussion and decision regarding reinstatement of take-home vehicle authorizations, considering operational needs, emergency response, County policy, and fuel expenses.

Kate Becker (CAM) explained that the employee handbook authorizes take-home vehicles, and that authorization for John Harrison and Joel MacArthur had previously been withdrawn, primarily due to fuel costs; she requested reinstatement for those two employees. Both vehicles are equipped as snowplows in winter and are used for after-hours response. The Commission discussed expectations for on-call availability, use for work responsibilities only, and the ability to revoke authorization under County policy.

Commissioner Newton moved to approve as discussed the reinstatement of take-home vehicle authorization for John Harrison and Joel MacArthur.
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.

(H) Commissioner Comments:
Commissioner Blocker: Requested permission to attend the NACo Legislative Conference in Washington, D.C. in February 2027; cost information will be brought to the November 17 agenda.

Commissioner Newton: No comments.

Commissioner Fackrell: No comments.

Commissioner Nickerson: Announced a free telehealth asthma program offered through the Weber-Morgan Health Department, open to all ages with no income restrictions. Reported raising concerns about septic density on lots served by water systems with the Health Department, and will invite Summer Day of the Health Department to present to the Commission on septic and wastewater standards.

Commissioner Wilson: No comments.

Closed Session
Commissioner Blocker moved to go into closed session at 8:29 p.m. to discuss the character, professional competence, or physical and mental health 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.

APPROVED: _____ DATE: _____
Morgan County Commission Chair

ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor

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 on the Morgan County, Utah YouTube channel.

If you want to participate virtually in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 48 hours before the scheduled meeting.

MORGAN COUNTY, UTAH

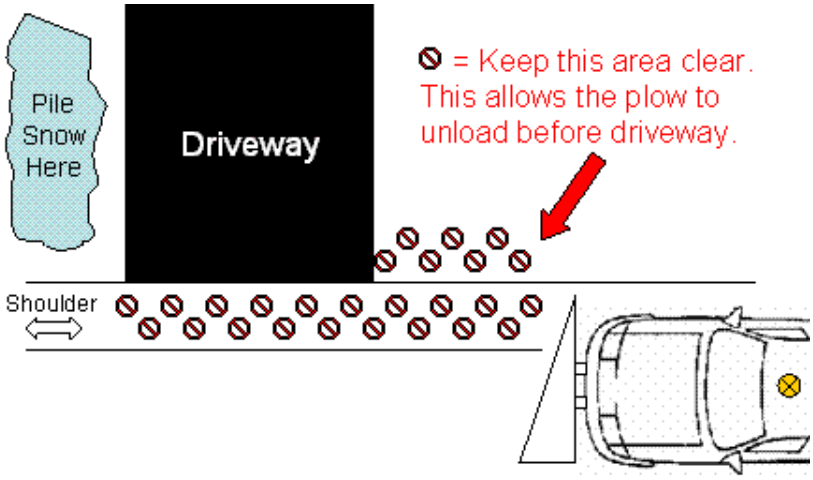
Winter snow removal and snowplow safety

Where you pile snow can reduce the ridge a plow leaves across your driveway. When you drive, slow down and give plows plenty of room to work.

Clear your driveway

Pile shoveled or blown snow on your property on the downstream side of your driveway. That is the side the plow reaches after it passes your driveway, traveling along your side of the road.

If you can do so safely from off the road, clear a small pocket beside the driveway on the side the plow approaches from. The pocket gives snow from the blade room to collect before the plow reaches the opening. Some snow may still collect across the driveway.

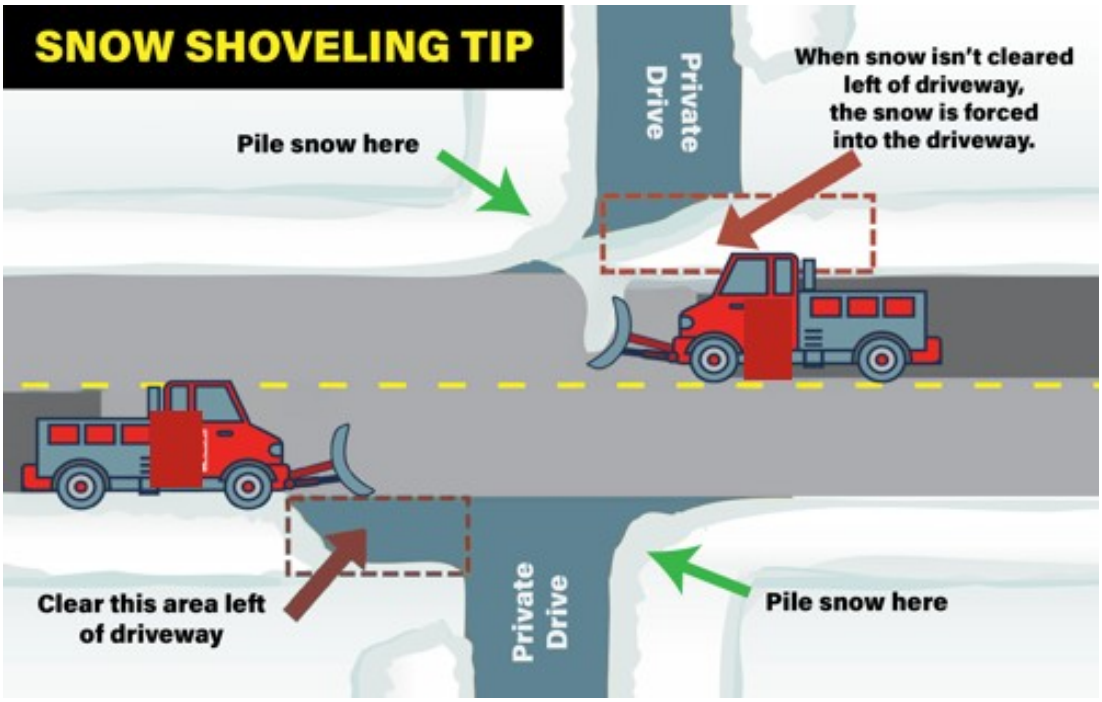


Plow approaching from the right in this view.



Plow approaching from the left in this view.

Driveway clearing examples



The approach and downstream sides switch when the plow direction reverses.



Use the travel direction beside your driveway.

Keep snow off public roads

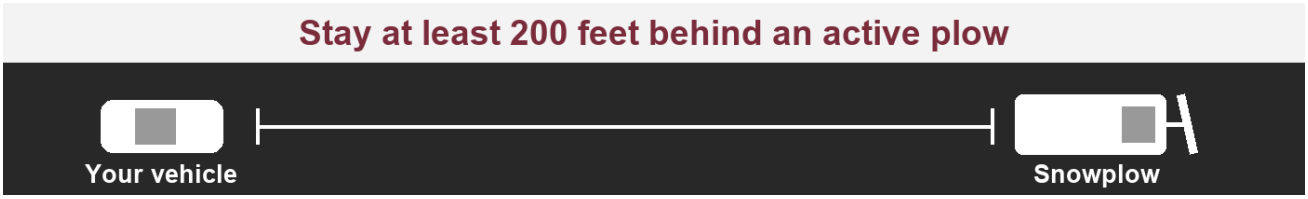
Keep snow and ice from driveways and parking areas on your property and out of streets, shoulders and other public rights of way. Snow pushed into the road can freeze into icy patches or ridges. Keep piles low enough for drivers to see approaching traffic.



In this view, “right” means downstream.

Give snowplows room

Slow down as you approach a plow and stay at least 200 feet behind it. Avoid passing an active plow, and never pass on the right. Plow operators have blind spots, and blades can extend into nearby lanes or onto the shoulder. Blowing snow can hide the plow and the road ahead.

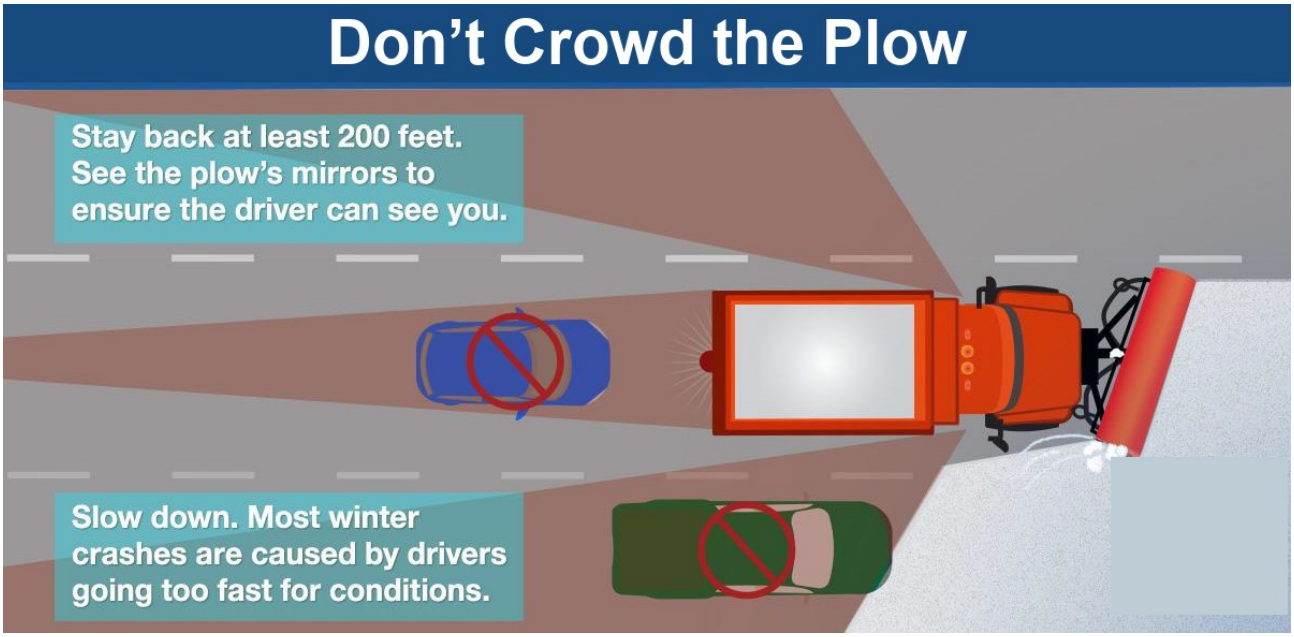


Snowplow blind spots

Plow operators have limited visibility behind and beside their trucks. Give the plow room and avoid traveling alongside it.



Avoid the areas immediately behind and alongside an active plow.



Allow at least 200 feet when following a plow.

Morgan County Public Works | 801-845-4047

Utah Highway Patrol Winter Driving Guide

REQUEST FOR PROPOSAL (RFP)

Project Title: Rodeo Stock Contractor

Entity: Morgan County

Contract Years: 2027–2029

Closing Date: December 15, 2026, at 2:00 p.m. Mountain Time

Submit to Mike Newton, mnewton@morgancountyutah.gov, 801-317-6275

Rodeo coordination contact: Vaughn Nickerson, 385-350-1718, vnickerson@morgancountyutah.gov. Submit proposals and written RFP questions to Mike Newton as provided below.

1. INTRODUCTION

The Morgan County Fair Board, hereafter also referred to as Morgan County, is soliciting rodeo stock contractor proposals for the 2027 Morgan County Fair and RMPRA Rodeo. Morgan County anticipates entering into a one-year contract with the option to renew for up to two additional years, for a total of three consecutive years if all options are exercised.

The success of the Morgan County Fair and Rodeo activities are contingent upon a solid working relationship with the rodeo stock contractor creating flexibility to make improvements. Proceeds raised by Morgan County's Fair and Rodeo are retained by the County and used, at their discretion, to improve future rodeos. Morgan County is currently striving to add entertainment value to enhance the fan experience---the fair board is seeking a rodeo stock contractor who can bring new and exciting ideas to achieve this goal.

This Request for Proposal (RFP) provides guidance for Offerors to complete a proposal with specifications deemed pertinent for a proper proposal. Offerors are encouraged to submit proposals for the rodeo dates listed in Section 2 Specifications below. All proposals submitted must be signed by the Offeror.

Offerors intending to submit a proposal must do so through their official email address sent to the attention of Mike Newton, with “Rodeo Stock Contractor RFP” in the subject line, to mnewton@morgancountyutah.gov. Proposals must be received by the date listed above.

Offerors shall carefully review the entire RFP. Offerors shall promptly notify Mike Newton at the email address listed in the preceding paragraph of any ambiguity, inconsistency, unduly restrictive specification, or error in this RFP. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation to

include suggested modifications to the RFP. The notice must be received by the deadline for the receipt of inquiries set forth below. Morgan County reserves the right to either make or decline any changes to the RFP.

Offerors shall address questions, clarifications, or requests for interpretation by email to Mike Newton by 2:00 p.m. Mountain Time on November 20, 2026. The County will provide written responses by email by December 1, 2026. Any changes made to the RFP as a result of an inquiry will be released to all potential offerors through the County website where the RFP was originally posted and will include any revised RFP due date. Any other form of interpretation, correction or change to this RFP will not be binding. Offerors shall sign and return an acknowledgment of any addendum issued with their RFP response. Electronic proposals must be received by 2:00 p.m. Mountain Time on December 15, 2026. Hardcopies are not requested and will not be accepted.

Morgan County shall not be liable for loss, expense, damage, or claim arising out of the advice given or not given, nor statements made or omitted in connection with this RFP. Morgan County shall not be liable for any expenses incurred by Offeror in the preparation of its response to this RFP. This RFP shall not be construed as a contract or a commitment of any kind by Morgan County.

Schedule and selection:

Morgan County reserves the right to conduct relevant inquiries, research and reference checks regarding the Offeror. Morgan County reserves the right to select any offer deemed as the best value of Morgan County and retains the right, at its complete discretion, to reject all offers.

Morgan County intends to follow this schedule and reserves the right to modify the dates by written addendum. All times are Mountain Time.

Milestone	Date and time
Written questions due	Friday, November 20, 2026, at 2:00 p.m.
Written responses and final addenda	Tuesday, December 1, 2026
Proposals due	Tuesday, December 15, 2026, at 2:00 p.m.
Proposal opening	December 15, 2026, at [time and location]
Evaluation results and anticipated award	[To be scheduled by the County]

2. SCOPE OF WORK

A. Stock

EACH OFFEROR MUST DEMONSTRATE THEIR QUALIFICATIONS AS A RESPONSIBLE STOCK CONTRACTOR. References from at least 2 other counties

including contact information must be provided in proposal along with a brief description of overall past performance.

Contractor shall provide the livestock, personnel, equipment, and services necessary for two RMPRA-sanctioned rodeo performances and associated slack each contract year, except the support expressly assigned to the County. Performances will be held Friday and Saturday at Morgan County Fairgrounds, 750 E. Como Springs Road, Morgan, Utah 84050. Contractor shall comply with RMPRA requirements and coordinate sanctioning, entries, event administration, and required personnel.

The anticipated dates are August 6–7, 2027, August 4–5, 2028 (if renewed), and August 3–4, 2029 (if renewed). Dates may be changed by written agreement of the County and Contractor. The offeror shall provide pricing for each two-day rodeo, including each option year.

Slack shall be scheduled at a mutually agreed time following one of the two performances if needed. Contractor shall supply all timed-event cattle required for slack, in addition to the stock required for the main performances. The offeror shall propose slack pricing and terms, including any per-head or per-run charges.

Contractor shall work with the County on special events and prizes, provide fresh stock and sufficient reserve, reride, and support stock, including pickup horses, and provide 8–10 contestants per event at each performance. Minimum livestock per performance, separate from slack: 16 bulls; 10 bareback horses; 10 saddle broncs; 8 tie-down calves; 8 team roping steers; 6 steer wrestling steers; and 8 breakaway calves.

Rodeo events Bareback riding*, saddle bronc*, bull riding, tie-down roping, steer wrestling, team roping, breakaway roping, and barrel racing.

*If extenuating circumstances affect participation in the marked events, the offeror may recommend alternate events for County approval, subject to applicable RMPRA requirements.

B. Responsibilities

Offeror shall perform all administrative duties typical and necessary for conducting and fully executing the rodeo, including but not limited to all clerical work, taking entries, payments to contestants, and completing result reports, (copies to be provided to Morgan County).

Contractor responsibilities The offeror shall provide the following for each rodeo event and performance:

1. Entry Fee Prize Money (added money to be provided by Morgan County as addressed below)
2. Arena Director
3. Judges — at least 2

4. Secretary — at least 1 (handle all documentation and fees, including withholding taxes)
5. All timekeepers — at least 2
6. All pickup men, to ensure 2 are always available
7. All flank men — at least 1
8. (OPTIONAL BID ITEM) Specialty Acts
9. Announcer — at least 1
10. Clowns/Bullfighters — at least 2

Specialty Acts shall be construed as an option only at the discretion of Morgan County. The Offeror has discretion in bidding the Specialty Acts or not; both alternatives are acceptable; however, Specialty Acts will be considered in Morgan County's best value decision when selecting the successful offeror.

County responsibilities. Morgan County shall provide the following personnel and contracts for each event and performance. Any additional County assistance must be agreed to in writing:

1. Sound System/Tech
2. Security Personnel
3. Ambulance Service
4. Necessary personnel to conduct the spectator services to include: event staff, ticket takers, ticket sellers, janitorial, maintenance, and concession workers.
5. Personnel and equipment necessary to maintain arena throughout performances.
6. All bucking chute gate handlers
7. Barrel Personnel - including raking and maintain barrels
8. Arena Labor - including all gate operations
9. Chute Labor - stock gate(s) labor

County facilities and event support. Morgan County agrees to provide the following in conjunction with the Morgan County Rodeo:

1. Necessary facilities and equipment to conduct the rodeo to include: rodeo arena, dirt work(s), rodeo chutes, arena panels, and loading chutes

2. Necessary equipment to include forklifts, tractors, and loaders with operators to be made available on a mutually agreed schedule

3. Added Contestant prize money to be at the sole discretion of Morgan County in consultation with the Rodeo Stock Contractor

4. Admission credentials and parking space for Offeror and any support personnel at no expense. The number of credentials issued will be based on the list of personnel provided to Morgan County that Morgan County, in its sole discretion deems essential.
5. Main Performance contestants to receive 2 rodeo tickets each
6. Access to water for Rodeo Stock Contractor stock

7. Hay for Rodeo Contractor Stock for 3 consecutive days (not to exceed 5 ton in total unless otherwise agreed to by Morgan County)

Anticipated daily performance

Opening ceremonies, grand entry, bareback bronc riding, saddle bronc riding, a County-sponsored fan specialty event, bull riding, steer wrestling, mutton busting (sheep supplied by Morgan County), tie-down roping, barrel racing, team roping, breakaway roping, a specialty act, a clown act and bull riding (optional placement).

3. PROPOSAL REQUIREMENTS

Morgan County intends to select the "best value" offeror considering both proposed price and proposed entertainment value. Morgan County retains sole discretion in making the selection decision. Offerors shall prepare proposals considering all terms within the entire RFP.

1. References as addressed in Section 2, Paragraph A
2. Completed and Signed Contract Price Sheet
3. If Optional Bid Item (Specialty Act) is bid, include a brief description or the proposed specialty event
4. Brief details concerning compliance with RMPRA requirements and proposed handling and pricing of slack performances.
5. Include brief description of plans/ideas to enhance rodeo quality and fan experience (ex. event swaps, specialty acts, modified added money or prize structures, other innovative ideas etc.)
6. Evidence of current liability insurance and workers' compensation coverage, or a lawful exemption, and acknowledgment that Contractor must satisfy the insurance requirements established by the County in the final contract under Section 4. Required certificates and endorsements must be provided before work begins.
7. A brief plan to provide, care, feed and bed livestock responsibly.
8. Provide any additional terms beyond those listed in Section 4 required by the Offeror. The terms of the contract will be considered in the selection process for full rodeo stock contractor

Email the proposal and accompanying materials to Mike Newton at mnewton@morgancountyutah.gov in accordance with Section 1.

Contract price sheet

Business name _____

Contact name, phone and email _____

Item	Amount or terms
Two-day 2027 rodeo	$
2028 option year, if exercised	$
2029 option year, if exercised	$
Slack pricing and terms	
Optional specialty act and price	

Additional terms and addenda acknowledged (attach a page if needed):

_____

Authorized signature _____ Date _____

Printed name and title _____

4. CONTRACT TERMS AND CONDITIONS

The successful Offeror will be required to enter into a contract with Morgan County which will contain, inter alia, the following contract provisions:

Renewal. Contract award shall be for one year with a Morgan County option to renew annually up to two more years (total of three years) under the same terms and conditions. Morgan County shall have unilateral discretion to exercise, or not to exercise, all identified option years contained in this contract. If Morgan County exercises an option it must provide written notice to the Contractor within 90-calendar days after completion of the previous year rodeo performance by the Contractor. In the event an available option year is not exercised within the given 90-calendar day period, the contract shall be considered terminated.

Performance standards. Except as otherwise expressly provided, the Contractor shall fully perform all Contracted work and services in a timely and workmanlike manner and in accordance with this Contract and all prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County facilities and property.

Insurance. Contractor shall obtain and maintain insurance covering its operations and services under the contract, including commercial general liability, automobile liability, and workers' compensation as required by law. Required coverage, limits, and endorsements shall be established by the County in consultation with its insurer and included in the final contract. Commercial general liability coverage shall name Morgan County, its officers, agents, and employees as additional insureds for Contractor's operations. Contractor shall provide certificates of insurance and required endorsements before commencing work and maintain required coverage throughout performance of the contract.

Indemnification. Contractor agrees to indemnify, protect, defend and hold harmless Morgan County, its agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the act, omission, negligence or intentional acts of Contractor's agents, employees, representative, assigns, and subcontractors under this contract.

Termination. If Contractor materially breaches the contract, County may give written notice identifying the breach and requiring correction within ten (10) calendar days or a shorter reasonable period specified in the notice when necessary to meet a scheduled performance. If Contractor fails to timely correct the breach, County may terminate the contract and pursue available remedies under Utah law. County may immediately suspend performance or terminate the contract upon written notice if Contractor fails to maintain required insurance, fails to timely provide required livestock or personnel, or creates a condition presenting an immediate threat to health or safety.

County may also terminate the contract upon written notice if sufficient funds are not appropriated or otherwise available for continued performance. Upon termination for lack of funds, Contractor shall be entitled to payment for services satisfactorily

performed and accepted through the effective date of termination, but not for unperformed services or anticipated profits.

Choice of law and venue. This Contract shall be construed under the laws of the State of Utah. Venue shall be the Second Judicial District, Morgan County, Utah.

Waiver. Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of either party to thereafter enforce each and every provision of the contract. No waiver of any breach of any provision of this contract shall constitute a waiver of any other subsequent breach of any provision of this contract.

Entire agreement and modification. This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

Independent contractor. For the purpose of this Contract it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this contract, an employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties. Personnel under this Contract shall be mutually approved but are deemed for all purposes as employees or subcontractors of Contractor and as such County assumes no liability or responsibility for any wages, tax or insurance obligations on their behalf.

Workers' compensation insurance. Contractor shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all of Contractor's employees hereunder pursuant to Utah State statutes. Contractor shall provide to the County a certificate of insurance verifying that Contractor has complied with this requirement.

State and federal regulations. Contractor shall perform this contract in compliance with all applicable Utah state and federal laws, ordinances, and regulations, and shall, in particular abide by all policies and procedures in place at Morgan County Rodeo Grounds.

Severability. If any provisions of this contract are held invalid, the remainder of the contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Assignment. Contractor shall not assign any interest in this contract, and shall not transfer any interest in this contract without written consent of the County hereto.

Successors. The parties covenant that the provisions of this contract shall be binding upon heirs, successors, sub-contractors, representatives and agents.

MORGAN COUNTY COMMISSION

Auditorium Schematic Design Agreement

AGENDA ITEM COVER PAGE

Meeting date: November 17, 2026
Agenda item: B4
Item type: Consent — Agreement as Previously Approved

Requested action
Authorize execution of the Auditorium Schematic Design Agreement with Mountain West Architecture, LLC, dated October 21, 2026, consistent with the Commission's prior approval.

Background and purpose
The agreement documents the previously approved schematic design services for the County auditorium remodel. The architect will develop preliminary design options to improve the space for performing arts, evaluate seating and platform arrangements, consider support spaces, and assist with preliminary contractor budgeting.

Scope of services
Services include site measurements and as-built floor plans; stakeholder and design meetings; CAD and 3D design development; preliminary code and parking analysis; proposed plans, elevations, sections and renderings; promotional drawings; and assistance with a rough order of magnitude construction budget.

Financial impact and schedule
The schematic design fee is $16,000, including a $3,000 as-built retainer payable upon execution. The stated design period is four weeks from notice to proceed, excluding County review time.

The agreement anticipates a separate AIA agreement for construction document services, with fees to be determined based on the final scope. Additional services, permitting and construction administration are described separately in the attached agreement. Those future costs are not included in the $16,000 schematic design fee.

Attachment
Auditorium Remodel — Schematic Design Agreement, dated October 21, 2026.



MOUNTAIN WEST ARCHITECTURE

October 21, 2026

AGREEMENT

Morgan County
48 West Young Street
PO Box 886
Morgan, UT 84050
Attn: Kate Becker

Re: Auditorium remodel - Schematic Design Agreement

Dear Mrs Becker,

Per the email request, here is our schematic design service agreement between Morgan County (Owner) and Mountain West Architecture (Architect). To this point we have discussed schematic design services with MVAC. The Architect's understanding of the project is consistent with the tour we took last Friday with representatives from MVAC. We toured the space that is intended to be remodeled. This agreement is for conceptual, preliminary design services for that auditorium space. Remodel scope, shall include but is not limited to, revising the platform to better serve the performing arts, maximize seating concepts, code compliance, primary finishes and appearance of the space, and budget assistance to GC's agreed to by both parties. We discussed exploring flipping the platform to east side of the space and possibly integrating the two spaces across the corridor as support spaces- like green rooms or dressing rooms. As we move to the more detailed Construction Document design phase we would sign an AIA Owner/Architect B101 design agreement that is more detailed in spelling out each party's responsibilities appropriate for that more detailed stage of design.

Accurate As-Built drawings are a must. This is one of the very first parts of our services for the project. We will make a couple measuring and survey, trips to the space and utilize any existing drawings you may have available.

This agreement defines the Schematic Design phase services and outlines the Construction Documents (CD) phase. We are including mechanical, plumbing and electrical engineering services in our CD fee range. Structural and Civil engineering don't appear to be needed but can be included.

As-Built Drawings

Deliverables:

- The first step is for us to survey and draw up the existing facility. We will have a couple site visits for survey and measurements to develop the as-built floor plans for both buildings.
- All design work in CAD/3D format. Majority of our work is BIM modeled to facilitate all aspects of the design- preliminary graphics, our CD's, and CD interface with consultants, etc.

Retainer: $3,000 and is included in the $16K schematic design fee. Architect shall provide Owner with invoice of the #3K retainer as soon as agreement executed.

Schematic Design Phase

Perform preliminary design services to create the auditorium remodel that we discussed with prioritized remodel options. The finish product will show the improvements and provide a preliminary document for us to get budgeting done by contractors. We will develop a promotional drawing package as well.

Deliverables:

- Kickoff meeting in-person or via zoom with all stakeholders to discuss first hand, and in detail, your needs for the project. Will discuss the budget as well.
- Multiple interactive, real-time design meetings with you to discuss and develop the floor plans and modifications. These are held in-person or via video conference to engage all your stakeholders in the solution.
- All design work developed in CAD/3D model format to maximize visualization by you and the team.
- Preliminary Code analysis on this project is particularly important as we designing an older space to current building codes. Also, included is parking analysis.
- A final professional Schematic Design package for the proposed remodel.
- Deliverables include: proposed floor plans, front building elevations, sections and professional renderings of the new spaces.
- Deliverables also include a professional promotional drawings and renderings
- Work with a builder to assist them with design items to develop the scope of work into their rough order of magnitude (ROM) budget.
- Basic review of planning and zoning requirements for basis of design including parking requirements. Planning Department submittal preparation and detailed coordination requirements, if any, not known at this time and not included- if required, to be done on a T & M.

Fee: Lump sum amount of $16,000. (Includes the $3K As-Built retainer)
Timeline: 4 weeks of design from notice to proceed (not including Owner review times)

Construction Document Services (CD's)

Deliverables:

- Deliverables will be architectural (floor plans, reflected ceiling plans, code review sheet and misc details, mechanical, plumbing & electrical engineering.
- Time for selection of new finishes, paint colors, theming, interior design not included and can be added.
- Bidding, permitting, and construction document package.
- *An industry standard AIA final design agreement will be executed for the CD phase.*

Fee: TBD. CD fee will be based on the scope of the final SD package- approx 4-5% of the construction budget depending on the exact SD scope and specialized consultants required like acoustical, a/v, etc.
Timeline: 8 weeks of design from notice to proceed (not including Owner review times)

Permitting and Construction Administration

Deliverables:

- Assist the contractor on any comments that may arise during permitting.
- Provide standard construction administration services.

Fee: Time and Material as needed.

Kate- Please don't hesitate to call me at (801) 388-6052 or email me at mark@mountainwestarchitects.com for any questions. If you are in agreement with the general terms of this proposal, please sign and return the agreement with the retainer. If you have any questions please contact me. Thank you!

Sincerely yours,



Mark L. Hilles, AIA, NCARB
Owner / Architect
mark@mountainwestarchitects.com
801-388-6052

Client: **Morgan County** 48 West Young Street Morgan, UT 844050	Architect: **Mountain West Architecture, LLC** 543 25th Street Ogden, UT 84401
Signature: _____	Signature: _____
Date: _____	Date: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

General Provisions:

1. Architect's Services: The Architect shall perform its services as expeditiously as is consistent with such professional skill and care ordinarily practiced by architects in the area for projects of comparable size, complexity and schedule. Except with the Client's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment regarding this project.

2. Risk Allocation: It is recognized the practice of architecture and construction, like other professional practices, is not a perfect art or science. Especially on a historic, older space that has unknowns built into the process. There will never be a perfect set of construction documents nor a perfect construction process. Therefore, in order to be most effective in offering the Client a comprehensive price, a design contingency is a necessary component of the estimate and the contract. During construction, the Client shall hold a contingency amount of 8% of the project costs, separate from the construction contract, which shall be available for design issues that may arise. The design contingency shall be allocated toward additional project costs due to changes such as, but not limited to, items required by local building officials after construction begins, design errors and omissions, or circumstances related to means and methods of construction that in the Builder's & Client's judgment are advantageous to the project. In recognition of the relative risks and benefits of the project to both parties, the risks are allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and its consultants to the Client for any and all claims losses, costs, damages of any nature or claims expenses from any cause or causes, including attorney's fees and cost of expert witnesses fees, so that the total aggregate liability of the Architect to the Client shall not exceed the total fee for services rendered pursuant to this agreement, once the design contingency is exhausted. It is understood that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3. Dispute Resolution: All disputes to be resolved through mediation, and if that is unsuccessful then through binding arbitration. The parties agree that any claim or dispute arising out of, or related to, this agreement shall be settled through mediation. Each party shall be responsible for paying an equal share of the mediator's fees and costs; however, each side will pay their own attorney's fees and costs in relation to any mediation. If a resolution of the dispute and reconciliation does not result from such mediation efforts, the matter shall then be submitted within 60 days from the date of the mediation (and in no event shall arbitration be requested if barred by the applicable statute of limitations) to a panel of three arbitrators for binding arbitration. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. Each party to the agreement shall have the right to select one

4. Ownership of Documents: All documents produced by the Architect and its consultants pursuant to this agreement shall remain the property of the Architect. Client acknowledges all documents provided by the architect shall be used solely for this project. Use of the design documents by any other entity for design purposes must be

approved by MWA in writing, and will likely require compensation for the release of the intellectual property.

5. Additional services: Client agrees to pay the Architect additional services for changes that are agreed to in writing. This typically applies to changes subsequently made to the design after the Schematic Design Services have been completed. Any time for Planning Entitlements with local authorities and in-depth interior design services (other than that required to complete the renderings) has not be included in this agreement and will be billed at the Architects T & M rates per below. Services to be billed at Architect's standard rates:

   Architect & Engineer / Principal .....$200 / HR
   Project Architect/Engineer.....$160 / HR
   Interior Designer .....$120 / HR
   Designer.....$95 / HR 48 West Young Street

6. Permitting and Construction Administration (CA) Services: Construction administration shall include but limited to: answering contractor questions, clarifying drawings, certify contractor pay applications and change orders, job visits, etc. Architect shall have the authority to reject work that does not conform to CD's. The Architect shall not be responsible for construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, since these are solely the Builder's responsibility under the Contract for Construction. The Architect shall not be responsible for the Builder's schedules or failure to carry out the work in accordance with the CD's. Architect shall not be responsible for omissions or errors of the Client, Builder, Subcontractors or their agents or employees.

7. Cost estimating: It is recognized that the Architect has no control over the cost of labor, materials, equipment, methods of determining bid prices, market conditions, or negotiating conditions. Accordingly the client understands, the Architect cannot and does not warrant the accuracy of estimates, bids or negotiated prices developed by the Architect or Builder.

8. Termination or suspension of services: Should the Client or Architect choose to suspend work on the project at any time or elect to terminate our services, MWA will be paid for services performed up to the date of our receipt of your written notice of termination. In the event there is a suspension the Client shall be subject to paying a 10% startup fee should the project commence again.

End of provisions.

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

Email: kbecker@morgancountyutah.gov

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

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: 11/17/2026 **Time Requested:**

Name: Kate Becker **Phone:** (435) 800-8724

Address:

Email: kbecker@morgancountyutah.gov **Fax:**

Associated County Department: Planning & Zoning

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

CONSENT AGENDA:
Request to approve the second of three previously awarded service agreements for plan review and inspection services. Specifically for Sunrise Engineering

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	☐
DECISION	☐
BOTH	☑
INFORMATION ONLY	☐

MORGAN COUNTY
BUILDING INSPECTION AND PLAN REVIEW AGREEMENT

This Agreement is between Morgan County, a political subdivision of Utah (County), and Sunrise Engineering, LLC (Consultant), for the services described in Exhibit A, Consultant Services and Compensation (Services). It takes effect on the date of the last signature below (Effective Date).

1 Services and authorization

1.1 Scope. Services are nonexclusive and provided as needed. The County guarantees no volume or minimum payment except charges expressly authorized in Exhibit A and may use its staff or other providers.

1.2 County assignments. The Building Official or designee may request work within Exhibit A by email or the County permitting system. Consultant shall promptly confirm availability and acceptance and meet the agreed scope and deadlines. The County shall identify known statutory deadlines; Consultant shall promptly report missing information, threatened delays, and corrective action.

1.3 Statutory inspections. While on the County's approved list, Consultant may accept qualifying applicant-selected inspections under Utah Code §§ 15A-1-105 and 17-79-810(2), as amended, after verifying the original request's scope and required applicant notice. Separate discretionary assignment approval is not required, and signing this Agreement alone does not confer listed status. Statutory requirements govern reports, payment, and completion documents; this Agreement does not extend statutory deadlines or restrict applicant rights.

2 Term and funding

The initial term is one year from the Effective Date. This Agreement automatically renews for successive one-year terms on the same terms and rates then in effect unless either party gives at least 30 days' written notice of nonrenewal. Either party may also terminate during the initial or any renewal term under Section 12.

Future-year obligations depend on lawful appropriation and availability of funds. If funding is unavailable, the County may terminate affected Services by written notice effective when funding ends, with as much advance notice as practicable. Authorized Services already performed remain payable to the extent lawfully payable; no anticipated profit on unperformed Services is due.

3 Qualifications and performance

Consultant shall maintain qualified personnel, required Utah licenses and certifications, and adequate staffing for accepted work; provide personnel and qualification records on request; and promptly report any loss or restriction affecting qualifications or performance. Personnel shall perform Services professionally and courteously. Consultant shall consider County requests to assign or reassign particular personnel.

Consultant shall exercise the professional skill and care ordinarily provided by similarly licensed professionals performing similar services in the same or similar locality, time, and circumstances; comply with applicable laws, codes, and permit documents; and correct its deficient Services without additional charge.

Consultant shall remain independent and impartial, promptly disclose actual or potential conflicts, and discontinue affected work unless the conflict is lawfully resolved and the County authorizes continuation in writing. Consultant shall not improperly influence County personnel through gifts or benefits.

4 Reports and County authority

Consultant shall maintain accurate, contemporaneous records and provide electronic reports and reviewed plans identifying the permit number, project location, service date, actual inspector or reviewer, scope and components reviewed, results, required corrections, and follow-up. Plan review findings shall identify applicable code provisions. Consultant shall not falsify, backdate, or submit materially inaccurate reports, certifications, or billing records.

Inspection reports shall reach the County on the inspection date; Consultant shall promptly report outages and use alternate delivery when practicable. Consultant shall provide permit holders same-day written notice of violations and code references upon request as required by law, and promptly notify the County of incidents likely to give rise to claims arising from the Services.

The County retains governmental authority, subject to the statutory effect of qualifying third-party reports. Without lawful written authorization, Consultant may not waive requirements, change County policy, issue permits or certificates, bind the County, incur obligations for it, or settle claims on its behalf. Billing disputes shall not delay required reports or governmental action.

5 County cooperation

The County shall timely provide available information and reasonable system access for accepted Services and coordinate governmental approvals. Consultant may reasonably rely on supplied information but shall promptly report apparent material errors and follow County security requirements. The County may restrict or revoke access and arrange alternate information exchange when lawful and necessary for continuing Services.

6 Compensation and payment

6.1 Authorized charges. Subject to Section 1.3, the County shall pay only for authorized Services actually performed and other charges expressly permitted in Exhibit A. Rates include ordinary overhead and expenses unless Exhibit A expressly provides otherwise. Additional charges or rate changes require a signed amendment under Section 14.2.

6.2 Invoices. Monthly invoices shall identify the permit or project, location, service date, personnel, Services, report or deliverable, rate, and amount. Show actual hourly time and minimum-charge adjustments separately, and identify the County fee and calculation for percentage charges. Allocate shared time and minimums reasonably, without duplicate billing to the County or other payors. Submission certifies accuracy and supporting records. The County may request documentation and reject unsupported charges.

6.3 Payment. Complete, correct, undisputed invoices are payable within 30 days after receipt, or earlier when legally required. The County shall promptly identify disputed items and reasons and pay undisputed amounts when due. Resolved balances are payable within 30 days after resolution or earlier when legally required. Section 1.3 governs statutory inspection payments. Late charges or interest apply only if required by law or authorized by signed amendment.

6.4 Records and audit. Consultant shall retain performance, billing, and qualification records for six years after final payment or completion, whichever is later, and longer when required by law or a timely records hold. The County and its authorized auditors may inspect and copy relevant records on reasonable notice. Consultant shall correct errors and promptly refund confirmed overpayments.

7 Records and confidentiality

County-provided records remain County property; project deliverables become County property upon payment. From delivery, the County has a perpetual right to use, reproduce, and disclose deliverables for governmental purposes. Consultant retains preexisting tools and intellectual property and grants rights needed to use them as embedded in deliverables.

Consultant shall provide usable electronic records on request and at termination, including necessary native files when reasonably available, and shall not withhold required reports or regulatory records over a payment dispute. Consultant shall assist with GRAMA requests and retention requirements; the County determines lawful classification and disclosure.

Consultant shall use County information only to perform Services unless the County consents in writing or law requires disclosure. Consultant shall reasonably safeguard nonpublic information, limit access to persons needing it and subject to confidentiality duties, promptly report unauthorized access or disclosure, and cooperate in recovery. Consultant is not responsible to the extent loss is caused by unauthorized alteration or unrelated-project use of deliverables; this does not excuse errors in the original Services.

8 Independent contractor, assignment, and subcontractors

Consultant is an independent contractor responsible for its personnel, supervision, means and methods, wages, benefits, taxes, and equipment. Consultant personnel are not County employees or eligible for County employee benefits. Consultant may serve other clients without impairing its obligations here. Consultant shall follow applicable site safety requirements; inspections do not transfer responsibility for construction methods or safety from the construction contractor.

Consultant may not assign this Agreement or any material right or duty, including through an asset sale or to an affiliate, or subcontract material Services without the County’s prior written consent. Unauthorized assignments are void. Consultant remains responsible for subcontractor performance and shall impose applicable contract requirements on subcontractors. Consent creates no County obligation to pay subcontractors directly. Consultant shall promptly disclose ownership changes affecting performance or approved-list eligibility.

9 Insurance

At its expense, Consultant shall maintain the following coverage throughout this Agreement and any continuing Services, with insurers and policy forms acceptable to the County. Consultant shall provide certificates and required endorsements before work and evidence of renewal.

Subcontractors shall maintain the coverage and limits applicable to their work or be covered under Consultant's policies.

Coverage	Minimum limits
Workers compensation and employers liability	Statutory workers compensation; employers liability of $1,000,000 each accident, disease policy limit, and disease per employee.
Commercial general liability	$1,000,000 each occurrence; $2,000,000 aggregate.
Automobile liability	$1,000,000 per accident for owned, hired, and nonowned vehicles used in Services.
Professional liability	$1,000,000 each claim; $2,000,000 annual aggregate.

Commercial general liability shall cover premises and operations, bodily injury, broad form property damage, personal injury, contractual liability, independent contractors, and products-completed operations, with severability of interests. The County and its elected and appointed officials, officers, employees, agents, volunteers, consultants, and authorized representatives shall be additional insureds for liability arising from Consultant's work; that coverage shall be primary and noncontributory. Automobile additional-insured coverage is required where commercially available. Workers compensation and professional liability do not require additional-insured status.

Professional liability shall cover the Services actually provided and Consultant's liability arising from work by its personnel and subcontractors. Claims-made coverage shall have a retroactive date no later than commencement of Services and continue, or provide an extended reporting period, for three years after the later of completion of Services or expiration or termination of this Agreement.

Consultant shall promptly report cancellation, nonrenewal, or material reduction and obtain 30 days' advance County notice where commercially available. Insurance requirements and limits do not cap Consultant's liability.

10 Indemnification and governmental immunity

10.1 Consultant's obligations. To the fullest extent permitted by applicable law, Consultant shall indemnify, hold harmless, and, subject to Section 10.2, defend the County and its elected and appointed officials, officers, employees, volunteers, and authorized representatives from and against third-party claims, demands, actions, proceedings, damages, losses, liabilities, judgments, and reasonable costs and expenses, including attorney fees, expert fees, and litigation costs, arising out of or relating to the Services, to the extent caused by the negligent acts or omissions, recklessness, or intentional misconduct of Consultant or persons for whom Consultant is legally responsible, including its officers, employees, agents, and subcontractors, or by Consultant's breach of this Agreement. These obligations include claims involving bodily injury, death, property damage, and economic loss.

Consultant's obligations do not extend to the portion of a claim or loss attributable to the County's own negligence or intentional misconduct. Concurrent County fault does not relieve

Consultant of responsibility for the portion attributable to Consultant or persons for whom it is legally responsible.

10.2 Defense and resolution of claims. To the fullest extent permitted by applicable law, upon the County's written tender, Consultant shall promptly provide a defense of claims within the scope of Section 10.1, using counsel reasonably acceptable to the County. The County shall provide reasonably prompt notice of claims and reasonably cooperate in their defense.

The County may retain or assume control of its defense with counsel of its choosing when a conflict of interest exists; governmental immunity, legislative authority, police powers, or injunctive relief affecting County operations is involved; or Consultant fails to provide a required defense. Consultant shall pay the reasonable costs of that defense to the extent of its obligations under this section and applicable law. Consultant may not settle a claim in a manner that admits County wrongdoing, waives a County immunity or defense, or imposes liability or obligations on the County without the County's prior written consent.

To the extent Utah Code § 13-8-7 applies, this section does not impose a prohibited contractual duty to defend. Consultant remains obligated to indemnify and reimburse reasonable defense costs to the extent permitted by that statute.

10.3 County responsibility and governmental immunity. The County remains responsible for its own negligent acts or omissions and those of persons for whom it is legally responsible, but only to the extent liability is imposed by applicable law. The County is a governmental entity subject to the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, as amended. Nothing in this Agreement waives any immunity, defense, notice-of-claim requirement, limitation of liability, or other protection available to the County or its officials, employees, or volunteers under that Act or other applicable law, including Utah Code § 15A-1-105(4). This Agreement does not expand the County's tort liability or create a contractual obligation for the County to defend or indemnify Consultant.

10.4 Insurance and indemnity are separate obligations. The insurance requirements of Section 9 and the defense and indemnification obligations of this section are separate and cumulative. Maintaining insurance does not replace or limit Consultant's defense or indemnification obligations, and those obligations do not replace or excuse Consultant's duty to obtain and maintain the required insurance.

Consultant's obligations under this section are not limited by the types or amounts of insurance required or maintained, policy exclusions, deductibles, self-insured retentions, exhaustion of coverage, denial of coverage, or failure to obtain insurance. The County's review or acceptance of insurance documents does not release Consultant from either obligation. Amounts actually paid toward the same loss shall be credited to prevent duplicate recovery.

10.5 Survival and other remedies. This section survives completion of the Services and expiration or termination of this Agreement. It does not limit the County's direct claims or other remedies available under this Agreement or applicable law.

11 Legal compliance

Consultant shall comply with applicable nondiscrimination, accessibility, employment, and workplace laws, including the ADA and Utah Code § 63G-12-302, and provide compliance evidence on reasonable request. Consultant certifies that it is registered with and uses E-Verify

for new employees hired during this Agreement and shall obtain and retain required subcontractor affidavits throughout the Agreement.

12 Suspension and termination

12.1 Without cause. Either party may terminate this Agreement, in whole or in part, at any time, with or without cause, on 30 days' written notice.

12.2 For cause. Either party may terminate for a material breach that remains uncured after written notice identifying the breach and a reasonable cure period appropriate to the circumstances. The County may immediately suspend affected Services or terminate by written notice for fraud or material falsification of reports or invoices; loss of required qualifications or insurance; a disqualifying or knowingly undisclosed conflict; a serious safety or legal violation; or another incurable material breach.

12.3 Transition and payment. During the notice period, Consultant shall continue accepted work as the County lawfully directs, including completion, discontinuance, or transfer. Consultant shall cooperate in an orderly handoff, promptly deliver completed and in-progress records and work status, identify pending deadlines, and refund unearned prepayments.

The County shall pay authorized Services and expressly permitted charges through termination under Section 6, including authorized transition Services, subject to disputed amounts and confirmed overpayments. No anticipated profit on unperformed Services is due. Post-termination inspection or plan review Services require mutual written agreement; record-delivery and cooperation duties survive.

Suspension, termination, and approved-list changes shall be administered consistently with applicable law and applicant rights under Section 1.3. The County shall coordinate required list updates and applicant notices.

13 Notices and disputes

13.1 Notices. Formal notices must be written and delivered personally, by certified U.S. mail with return receipt requested, or by a recognized courier providing proof of delivery, to Exhibit A's designated recipients and addresses. Notice is effective on documented receipt or refusal of delivery at the designated address.

Email courtesy copies to the designated contacts and, for County notices, attorney@morgancountyutah.gov. Email alone does not constitute formal notice or begin a notice period. Contact or address changes require notice under this section. Routine assignments, scheduling, and reports may use email or the permitting system. Statutory notice-of-claim and service-of-process requirements remain applicable.

13.2 Governing law and venue. Utah law governs, without regard to conflict-of-laws principles. Exclusive venue for actions arising out of or relating to this Agreement shall be in a state court of competent jurisdiction in Morgan County, Utah, or, if federal subject-matter jurisdiction exists, the United States District Court for the District of Utah. The parties consent to personal jurisdiction and venue in those courts, subject to the County's retained governmental immunities and defenses.

13.3 Dispute resolution. Authorized representatives shall attempt in good faith to resolve disputes. Mediation may occur by mutual written agreement; arbitration is not required.

Negotiations or mediation do not extend deadlines or prevent timely litigation or emergency relief.

14 General terms

14.1 Force majeure. A party is excused from delay only to the extent caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome. It shall promptly notify the other of the event, expected impact and duration, and recovery measures; diligently mitigate; and resume performance as soon as practicable. Extensions are limited to unavoidable delay.

Ordinary staffing shortages, increased costs, or lack of funds do not alone qualify. This provision does not excuse payment for performed Services, extend statutory deadlines, restrict applicant rights, or limit the County's rights to obtain substitute services, suspend, or terminate. Section 2 governs nonappropriation.

14.2 Entire agreement and amendments. This Agreement, its expressly incorporated exhibits, and signed amendments constitute the entire agreement concerning the Services and supersede prior negotiations, representations, and agreements. Vendor proposals, purchase acknowledgments, invoice terms, and website terms are excluded unless expressly incorporated by a signed amendment.

Amendments require both parties' authorized signatures and County approval as to form when required. Routine correspondence, assignments, scheduling, course of performance, and invoice approval do not amend this Agreement or authorize rate increases.

14.3 Order of precedence. This Agreement controls legal and administrative terms. Exhibit A specifies Services, rates, service levels, minimum charges, and travel, subject to this Agreement. Exceptions must identify the affected provision and change in a signed amendment under Section 14.2.

14.4 Waiver and remedies. A waiver must be in writing by an authorized representative and applies only to the identified matter. Failure or delay in enforcement is not a waiver. County review, approval, inspection, or payment does not relieve Consultant of its obligations. Contractual remedies supplement remedies available under applicable law.

14.5 Severability. An invalid or unenforceable provision shall be severed to the extent permitted by law; the remainder stays effective.

14.6 Successors and third parties. This Agreement binds permitted successors and assigns, subject to Section 8. Except for protections expressly provided under Sections 9 and 10, it creates no third-party beneficiary rights.

14.7 Survival. Accrued rights and obligations survive expiration or termination, as do applicable provisions concerning payment, records and audit access, ownership and use of deliverables, confidentiality, continued insurance, indemnification, governmental immunity, transition, and disputes.

14.8 Counterparts and authority. This Agreement and amendments may be signed in counterparts and by electronic signature or scanned signature page. Each signer represents authority to bind the represented party. Electronic signatures do not authorize formal notice by email under Section 13.1.

15 Signatures

The parties approve this Agreement and the attached Exhibit A identifying the same Consultant.

MORGAN COUNTY	**SUNRISE ENGINEERING, LLC**
By: _____	By: _____
Name: Matthew Wilson	Name:
Title: Morgan County Commission Chair	Title:
Date: 11/17/2026	Date: _____

Attest:

County Clerk: _____
Leslie A. Hyde

Date: 11/17/2026

Approved as to form:

County Attorney: _____
Garrett Smith

Date: 11/17/2026

August 5, 2026

Morgan County
48 West Young Street
P.O. Box 886
Morgan, Utah 84050

Subject: Proposal/Agreement to Provide Professional Services for:

Building Inspection Services

Sunrise Engineering, LLC (SE) is pleased to present this proposal and agreement for professional services to Morgan County (Client). Upon receiving your acceptance of this agreement, SE will perform the services described below in accordance with the terms and conditions outlined herein.

SCOPE OF SERVICES

1. Provide Building Inspection on call services, by Certified ICC Inspector, as requested, at the rate of **Four Hundred Eighty Dollars ($480) for a 4-hour day**.

2. Provide Building Inspection on call services, by Certified ICC Inspector, as requested, at the rate of **Eight Hundred Sixty-Four Dollars ($864) for a 8-hour day**.

3. A travel charge of **One Hundred Forty-Seven Dollars ($147)** will be charged per trip.

4. Scheduling inspections require 24 hours' notice. Please call 435-743-6151 to schedule inspections services for 4-hour or 8-hour days.

If you are interested in having us complete the services, please execute the agreement below, make a copy for your files and return the original to our Corporate Office (25 East 500 North, Fillmore, UT 84631). If you have any questions regarding this agreement, please contact me at (801) 550.1837. We look forward to working with you.

Sincerely,

Sunrise Engineering, LLC



James Short
Building & Safety Group Manager

Accepted and Agreed: **Morgan County**

_____
Signature

_____
Printed Name / Date

_____
Title

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, LLC ("SE") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SE agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SE's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SE provides the Services. The Proposal/Agreement shall become binding on SE and Client upon its written acceptance by Client, or Client's acceptance of the performance by SE of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. In the absence of Design Professional receiving from Client a signed copy of this Agreement or other fully executed contract, Client's written notice or authorization to proceed shall constitute Client's tacit agreement to the terms of the Agreement. Once Design Professional receives written notice or authorization to proceed and Design Professional begins providing the services required by the Agreement the Agreement shall become valid and enforceable. SE may use the services of subconsultants in the performance of the Services ("SE's Consultants") when, in SE's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SE and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SE or SE's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SE's statement of services. No deductions shall be made from SE's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SE or SE's Consultants, or on account of the cost of changes in the Work other than those for which SE has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SE to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SE reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SE may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due. A convenience fee of 4% will be applied to all payments made with a credit card.

Please remit all check payments to:
SUNRISE ENGINEERING, LLC
DEPT # 880835
PO Box 29650
PHOENIX, AZ 85038-9650

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Either Party may terminate the Proposal/Agreement without cause and for convenience upon delivery to the other Party of a written notice of termination for convenience. Either Party may suspend all or a portion of the Services upon written notice to the other Party, provided that (i) Client shall compensate SE for extra fees and costs due to such suspension of the Services; and (ii) SE may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement for any or no reason, SE shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SE or SE's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SE disclaims that any warranties, expressed or implied, are made or intended by SE regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. INSURANCE. SE shall maintain the following insurance coverages with insurance limits not less than specified below:

a) Worker's Compensation Insurance – statutory limits;

b) Employer's Liability Insurance – $1,000,000;

c) Automobile Liability – Combined single limits per accident, $1,000,000;

d) Commercial General Liability Insurance – Combined single limits per occurrence, $1,000,000;

e) Professional Liability – $1,000,000 per claim

7. LIMITATION OF LIABILITY. Client agrees that the liability of SE and SE's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to the lesser of $50,000, the total fee paid to SE for the Services, or SE's actual costs to cure it or its Consultants' alleged negligent acts, errors or omissions, breach of contract or breach of any other legal duty if SE determines, in its sole discretion, to cure the same. Client shall indemnify, defend, and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees, and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SE and SE's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SE shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SE to enter upon and to perform Services at any public or private property required for SE to perform the Services.

By virtue of entering into this Agreement or providing the Services, SE does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SE provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SE makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses, or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SE will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SE is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SE and SE's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SE and/or SE's Consultants.

9. RELIANCE ON CLIENT FURNISHED INFORMATION. SE and SE's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SE and SE's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SE and/or SE's Consultants, or their employees or agents, in the performance of the Services not known to SE when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SE shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SE shall consult with Client regarding possible actions, including:

a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SE and Client;

b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SE and Client to be practical;

c) Agree to a change in the Services; or

d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SE prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SE and SE's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SE or SE's Consultants.

In the event SE or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SE's Services, SE may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SE or SE's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SE and SE's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports, and other documents, including those in electronic form, prepared by SE and SE's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SE and SE's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. SE grants to Client a nonexclusive license to reproduce SE's Instruments of Service solely for the purpose of constructing, using, and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SE of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SE and SE's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SE or SE's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SE and SE's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SE's opinions of probable construction costs, Client understands that SE has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SE are SE's professional judgment as a design professional familiar with the construction industry. SE makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SE does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SE.

15. PROVIDING EVIDENCE. If SE or an employee of SE is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SE is not a party, Client agrees to compensate SE on the basis of hourly rates and Reimbursable Expenses according to SE's Rate Schedule then in effect for the time and expenses reasonably incurred by SE in providing such evidence, provided that SE is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SE shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SE shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SE shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SE or SE's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SE by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SE. SE's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SE arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SE within one (1) year after final payment is due to SE for the Services, Client agrees to reimburse SE a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SE shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SE's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SE's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SE and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents, and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SE arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SE shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.



Limit of 3 Minutes

***Please do not repeat previously stated comments**

***The Commission cannot respond – This is not a Q & A**

***Please Be Respectful**

Thank you for being here!

A Survey of a Portion of Hardscrabble Right of Way

Prepared by: Devron Andersen P.L.S.

Morgan County Surveyor

By Request of the County Commission

Requested: September 1st, 2026 – Presented: November 17th, 2026

County Surveyor Duties

Utah Code 17-73-201(2)(b) & 17-73-201(3)(a)(i)

The county surveyor shall execute: all orders of survey required by the county executive or county legislative body.

The county surveyor shall: advise the county executive and county legislative body regarding all survey work.

What is a Survey

Blacks Law Dictionary – Survey: The measuring of a tract of land and its boundaries and contents; a map indicating the results of such measurements.

Surveyors do not just measure distances; they investigate written evidence (such as historical deeds, subdivision plats, surveys, etc.), physical evidence (such as original monuments, fence lines, and occupation), and parol evidence (such as landowners' testimony regarding occupation, actions, and intent) to decide which evidence is most controlling. Based on classic legal principles and common law, the surveyor forms a professional opinion on where the true boundary line lies. In Justice Thomas Cooley's historical essay, *The Judicial Function of Surveyors,* he states that, "the surveyor acts as the first examiner of facts-rendering an impartial opinion based on the law of property."

Background for Right of Way Survey

Definition of Road

Real Estate Dictionary – Road: Any travelway for the use of pedestrians and/or vehicles

Utah Code 68-3-12.5(33) - “Road” includes: a public bridge; a county way; a county road; a common road; a state road.”

The Road is the structure of the traveled way.

Background for Right of Way Survey

Definition of Right of Way

Blacks Law Dictionary – Right of Way: The right to pass through property owned by another.

Utah Code 72-1-102(27) - “Right-of-way” means real property or an interest in real property, usually in a strip, acquired for or devoted to state transportation purposes.

The Right of Way is treated as a specific type of easement. It is an interest that grants a person the permission to use another’s real property for a designated purpose (such as transit, utilities, or access) without owning the underlying land.

Background for Right of Way Survey

Definition of Thoroughfare

The Law Dictionary – Thoroughfare: A street or passage through which one can fare. A way or place of passage.

Law Insider – Thoroughfare: A way for vehicular traffic, whether designated as a street, highway, parkway, etc. however designated.

Thoroughfare means a highway, street, or road that is open for free passage of persons or vehicles. It does not have to connect to other highways, streets, or roads on both ends.

Background for Right of Way Survey

Definition of Dedication

Blacks Law Dictionary – Dedication: The donation of land or creation of an easement for public use.

US Law Explained – Dedication of Property: Is the legal process where a private landowner transfers an interest in their land to the public for a specific purpose, such as a road, park, or utility line.

When land is dedicated to the public, all rights to the land are transferred to the public except for the right retained by the owner to have the land revert to the owner if the public does not use the land for the purpose it was dedicated for.

Background for Right of Way Survey

Right of Way Dedication

There are many ways that a road and its associated right of way can become dedicated to the public:

1. Express Dedication – A dedication explicitly manifested by the owner.
   - Conveyance of Title for Right of Way - When fee simple title to real property, or interest in real property by any lessor estate, is acquired by gift, agreement, exchange, purchase condemnation, or otherwise by a public entity for right of way or other transportation purposes. Often conveyances include a reversionary clause that if the title or interest to the real property is not used for the purposes stated, it returns to the grantor. When there is no such reversionary clause, the underlying land returns to the public entity in the case of a right of way vacation.
   - Direct Dedication of Right of Way – When a property owner formally and voluntarily executes a document, such as a plat or deed, dedicating a right of way directly to the public for public use. The underlying land returns to the owner in the case of a right of way vacation.
2. Statutory Dedication – A dedication for which the necessary steps are statutorily prescribed, all of which must be substantially followed for an effective dedication.

Background for Right of Way Survey

Utah Statutory Dedication

March 11, 1886, Legislative Assembly of the Territory of Utah:

> "A highway shall be deemed and taken as dedicated and abandoned to the use of the public when it has been continuously and uninterruptedly used as a public thoroughfare for a period of ten years."
>
> "By taking or accepting land for a highway, the public acquire only the right of way, and incidents necessary to enjoying and maintaining it."

Background for Right of Way Survey

Utah Statutory Dedication

Current, Utah Code 72-5-104:

> "(2) A highway is dedicated and abandoned to the use of the public when it has been continuously used as a public thoroughfare for a period of ten years."
>
> "(8)(a) The dedication and abandonment creates a right of way held by the state or a local highway authority in accordance with Section 72-3-102, 72-3-103, 72-3-104, 72-3-105, and 72-5-103."
>
> "(9) The scope of a right of way described in Section (8)(a) is that which is reasonable and necessary to ensure safe travel according to the facts and circumstances."

Background for Right of Way Survey

Utah Statutory Dedication

Commonly referred to as a road **Dedicated by Use**.

1. Continuously used
2. As a public thoroughfare
3. For a period of 10 years.

The requirement of continuous use is satisfied if the use is as frequent as the public finds convenient or necessary and may be seasonal or follow some other pattern. (Utah Code 72-5-104(3))

Thoroughfare means a highway, street, or road that is open for free passage of persons or vehicles. It does not have to connect to other highways, streets, or roads on both ends.

Background for Right of Way Survey

Utah Statutory Dedication

1. Continuously used
2. As a public thoroughfare
3. For a period of 10 years.

Once those three factors have been met, the road and right of way automatically become dedicated to the public. No recorded deed, easement agreement, or court action is required to complete the dedication of the road and right of way.

See *Heber City Corp. v. Simpson*, 942 P.2d 307, 313 (Utah 1997); AWINC v. Simonsen, 2005 UT App 168, 112 P.3d 1228.

Background for Right of Way Survey

Utah Statutory Dedication

1. Continuously used
2. As a public thoroughfare
3. For a period of 10 years.

When a road and right of way becomes dedicated to the public by use, ownership of the property that the right of way runs across does not transfer to the public like it would in the case of a conveyance of title dedication. Rather, the creation of the dedicated right of way is as an easement that burdens the underlying property, like it would be in the case of a direct dedication.

Background for Right of Way Survey

Utah Statutory Dedication

1. Continuously used
2. As a public thoroughfare
3. For a period of 10 years.

Once a road and right of way becomes dedicated to the public by use, it is considered equal to any other dedication, and it will remain a public road and right of way until it is officially vacated or abandoned by the public body who holds jurisdiction. (Utah Code 72-5-105(1)(a))

After a road and right of way becomes dedicated to the public by use, the interruption of public use by the installation of gates and posting of no trespassing signs cannot automatically undo the dedication which has taken place. (Utah Code 72-5-105(3)

Background for Right of Way Survey

Utah Statutory Dedication

1. Continuously used
2. As a public thoroughfare
3. For a period of 10 years.

The burden of proving that a dedication by use has happened is on the party asserting the dedication. (Utah Code 72-5-104(7)(a))

The burden of proving that an interruption of use has prevented a dedication by use from happening is on the party asserting the interruption. (Utah Code 72-5-104(7)(a))

Background for Right of Way Survey

Utah Statutory Dedication

Establishing the width of a right of way dedicated to the public by use is not simple. Unlike other dedications whose width can be set by the owner, highway authorities of the state, counties, or municipalities, the width of a right of way dedicated to the public by use can only be determined by the court. *Haynes Land & Livestock Co. v. Jacob Family Chalk Creek, LLC*, 233 P.3d 529, 2010 UT App 112 at ¶ 24 (Utah App. 2010).

The court determines width based on an analysis of what is "reasonable and necessary" for the uses which have been made of the road and right of way.

Background for Right of Way Survey

Utah Statutory Dedication

In making the determination of what is “reasonable and necessary,” the court will consider all relevant factors including: the existence of local ordinances establishing the width of roads, the presence of pavement, maintenance of shoulders, placing of gravel for lateral support, piling of snow, placement of signs, the use of a fence line to define the boundary, fence lines established by neighboring lands nearby, the normal width of highways in the area, the width of highways in the system of highways of which the subject highway is a part, presence of sidewalks, utility lines and poles, underground utilities, highway drainage facilities, shoulders adjacent to the right-of-way, and the testimony of old-timers who remember the traditional width of the road.

See *Hunsaker v. State*, 509 P.2d 352 (Utah 1973). Clark v. Erekson, 341 P.2d 424 (Utah 1959).

Background for Right of Way Survey

Altering a Dedicated Right of Way

There are four ways that current statute allows for the alteration of an established public right of way:

1. Vacation – Some or all of a public street can be vacated by ordinance of a legislative body after a public hearing in accordance with Utah Code 72-3-108 or through the subdivision or subdivision amendment process in accordance with Utah Code 10-20-813 or 17-79-713. All rights of the public to the right of way are extinguished in a vacation. According to Utah Code 10-20-813 (5) or 17-79-713(5) a vacation must be recorded to be effective.

2. Long Term Disuse – If public use of a highway, street, or road across private land has been discontinued for more than 50 years it is not required to be formally abandoned or vacated. All rights of the public to the right of way are extinguished. (Utah Code 72-5-105(1)(b))

Background for Right of Way Survey

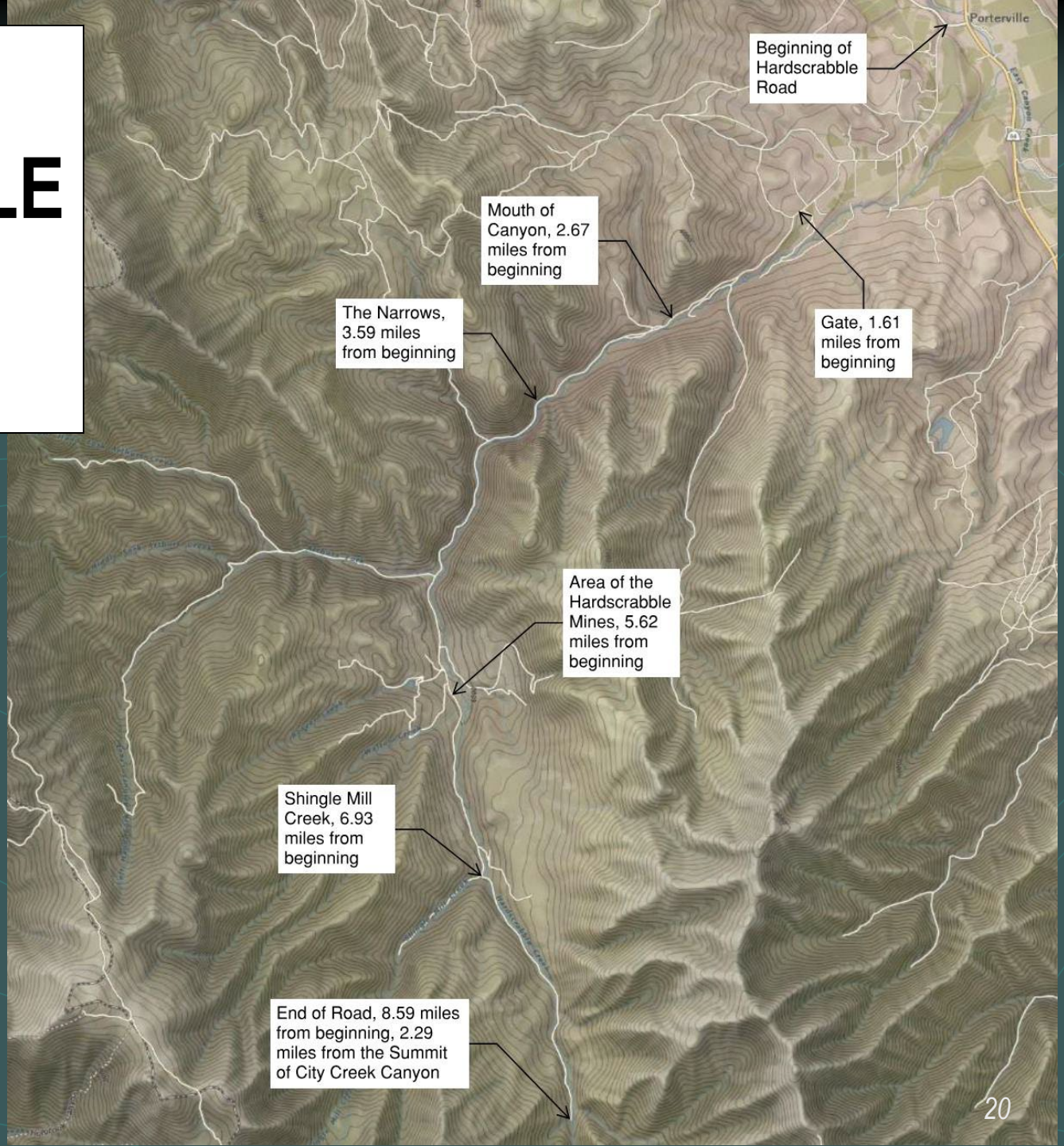
Altering a Dedicated Right of Way

There are four ways that current statute allows for the alteration of an established public right of way:

3. Temporary Closure – In accordance with Utah Code a state or local highway authority may temporarily close all or a portion of a dedicated right of way in certain circumstances. All the permanent rights of the public to the right of way are preserved through the closure even if signs or barriers are erected and allowed to continue unabated. (Utah Code 72-5-105(3))

4. Convert Use – In accordance with Utah Code a local highway authority may close to vehicular traffic and convert to another public use or purpose a highway, road, or street over which the local highway authority has jurisdiction, for an indefinite period of time, in certain circumstances. Some rights of the public to the right of way may be extinguished. (Utah Code 72-5-105(3))

HARD-SCRABBLE CANYON ROAD



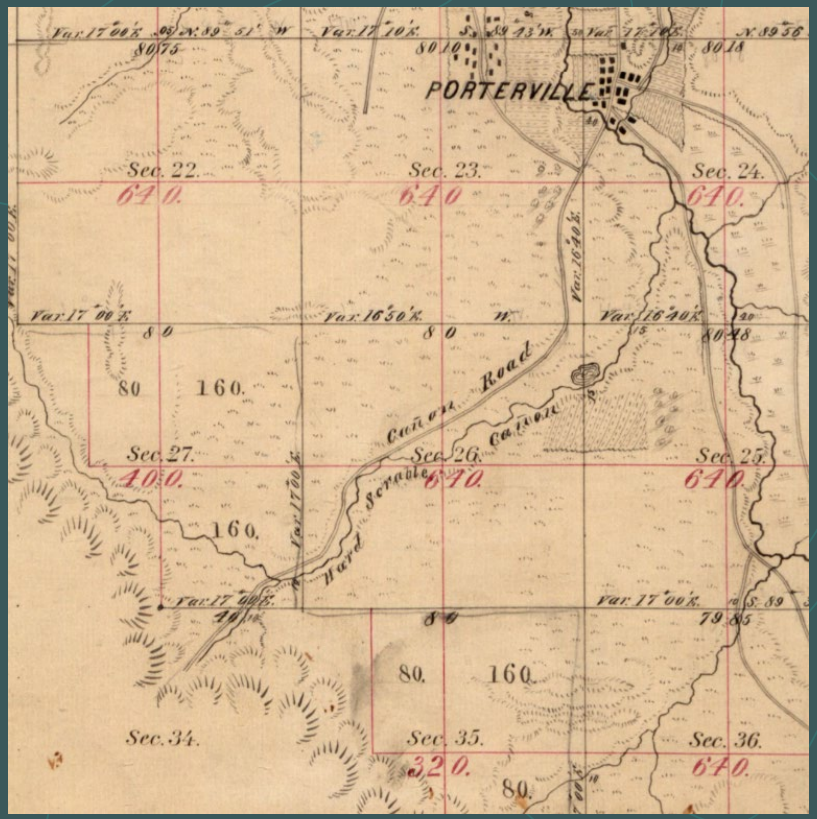
Evidence of establishment:

HARDSCRABBLE ROAD
1859 - 1896

Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

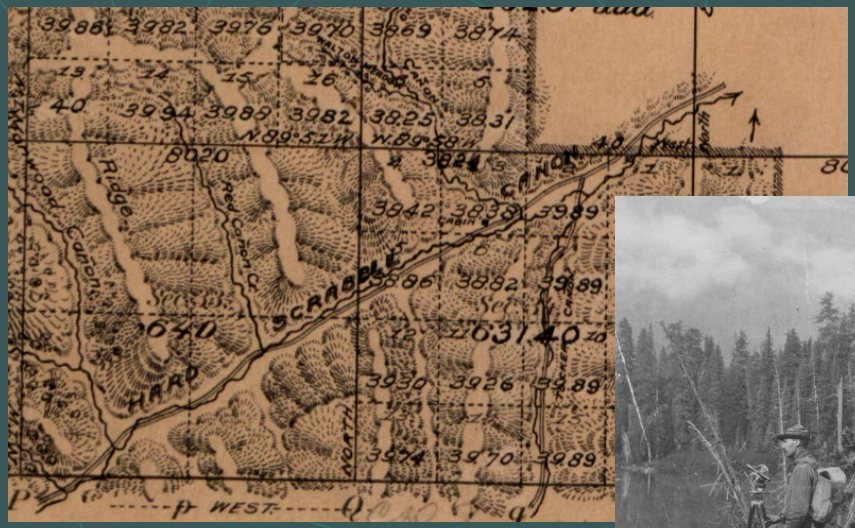
1871-1895 Surveying Maps - The Original Federal Government Surveyors, August D. Ferron in 1871 and Robert Gorlinski in 1895, noted in their field notes and on their official maps an existing road leading through Hardscrabble Canyon. The 1871 survey shows the road up to the mouth of the canyon, which is approximately 2.67 miles from the start of Hardscrabble Road, in Section 34 where the survey ends at the “High Mountains.” (GLO Field Survey Notes Book A-34) (1871 GLO Map of T3N, R2E, SLB&M)



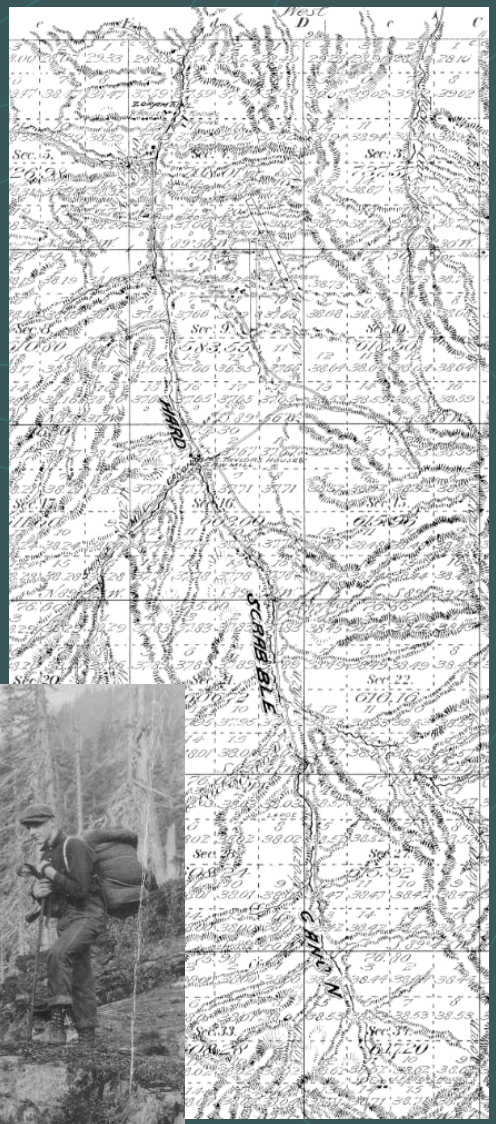
Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1871-1895 Surveying Maps – In the 1895 survey the road is shown continuing all the way up Hardscrabble Canyon to within about one mile of the summit. (GLO Field Survey Notes Book A-235B) (GLO Maps of T3N, R2E, and T2N, R2E, SLB&M)



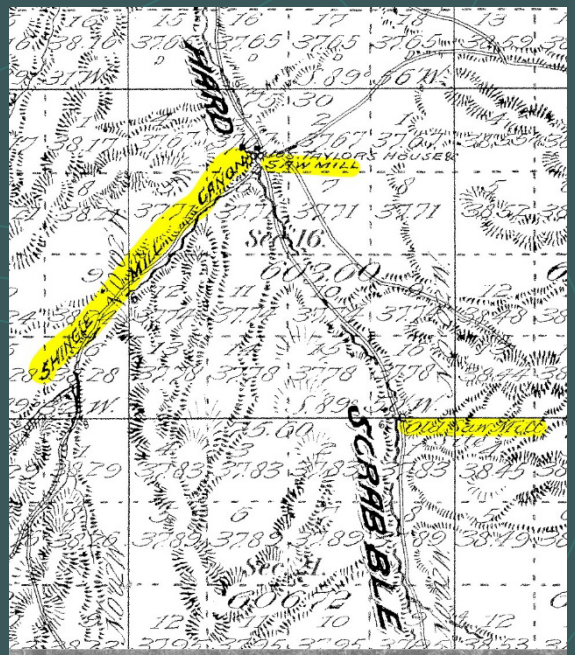




Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1859 - 1898 Logging and Milling – Nine Sawmills were located and operated in Hardscrabble Canyon, the first on Beaver Creek in 1859 was used until 1891. Samuel Brough built a sawmill to provide lath and shingles for building homes. The creek and canyon where the mill was located was named ‘Shingle Mill’ for the shingles made at the mill. A large lumber yard was located on Morgan Valley drive in Richville. The nine sawmills kept the one-half acre yard in good supply. Timber from Hardscrabble Canyon provided tens of thousands of Railroad ties, hauled by wagon from the mills to the construction site, for the railroad in the 1860s. In 1898 the mill at Sheep Canyon was relocated to church property to saw lumber for the Porterville Church. (Smith, LH. (1999). *A History of Morgan County, Pg 188-189, 263*) (Ogden Semi-Weekly Junction 01/09/1875) (Deseret News 10/17/1877) (Deseret Evening News 12/15/1900)

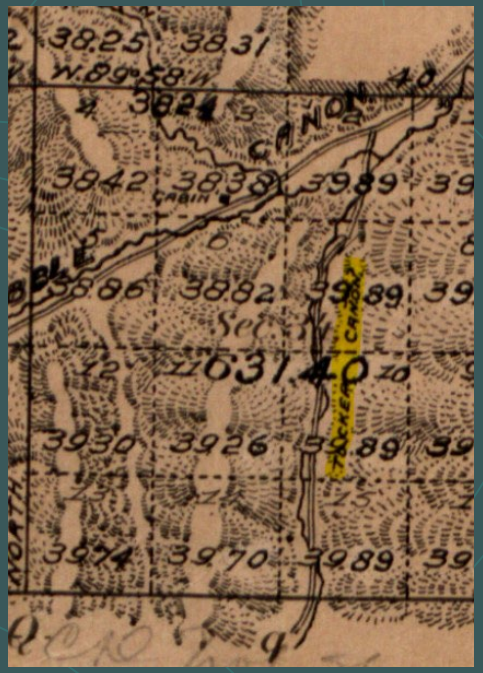




Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1873 - 1874 Toll Road – On December 1st 1873, Charles Tucker presented a petition to the county court (county commission) for the right to charge toll on a road up a side canyon up Hardscrabble Canyon. He said he had expended $500 to construct said road. The matter was agreed and the court were divided and the clerk having the casting vote gave it in favor of said grant. The court granted the petitioner the right to charge 25¢ toll per single team from twelve months from date on the acceptance of said road by the Road Commissioner. Though not named, it is the assumption that Charles Tucker's road led up Tucker Canyon. His road would have connected to Hardscrabble Road near the start of the 'High Mountains'. (Minutes of the Morgan County Court 12/01/1873)



Hardscrabble Right of Way Survey

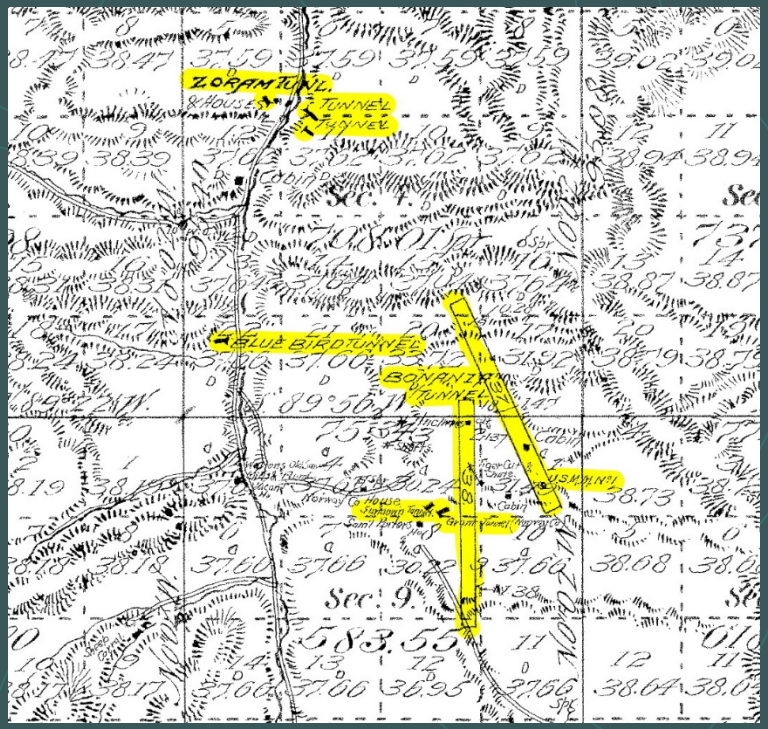
1859-1896 37 years of evidence of establishment

1873 - 1874 Toll Road – On December 1st 1873, in that same meeting, Selectman W.G. Smith moved that all county roads leading only from settlements to canyons be discontinued as county roads and left in the possession of the settlers and be known as town and canyon roads. The motion was unanimously sustained. (Minutes of the Morgan County Court 12/01/1873)

Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1879 - 1923 Mining Operations - The Hardscrabble Mining District is located along hardscrabble creek about 5.63 Miles from the start of Hardscrabble Road. The Queen of the West FE mine was located in the early 1870's and became an infrequent producer of Iron Ore from 1879 to 1923. A 310-foot-long plank chute was made to send ore from the Royal King mine by gravity to the wagon road. Ore was transported down Hardscrabble Road by wagon all the way out of the county and later to the Morgan Station of the Union Pacific Railroad.



Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1879 - 1926 Mining Operations - The principal mines of the district belonged to the Norway Iron Minig and Manufacturing Company. The small family run company owned four claims: Iron King, Queen Christine, Norway, and Royal King. They also had a building site, three mills, and cabins totaling about seventy acres. Other groups were active in the area as well like the Morgan Minning and Milling Company which at one time employed about 40 men. In 1896 it was reported that there was a new town being platted in the area likely to be called Cobalt and that there was a “good road all the way” from Morgan to the mines.



KING IRON MINE.



CHRISTINE IRON MINE.

Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1879 – 1926 Mining Operations - In 1896 it was reported that two different stage lines operated between Morgan City and the Mines. One of them had a daily departure from Morgan City to the mines and a daily return to Morgan City from the mines. In 1896 and in 1921 reports were made of repairing Hardscrabble Road to the mines due to high water damage. Circa 1926 ore was shipped from the Hardscrabble area but only for a short time. (www.mindat.org - Hardscrabble Mining District) (Coalville Times 01/31/1896) (Salt Lake Herald 02/19/1896) (Salt Lake Herald 03/09/1896) Salt Lake Herald 04/10/1896) (Salt Lake Herald 06/22/1896) (Salt Lake Mining Review 05/30/1900) (Deseret Evening News 12/15/1900) (Weber River Independent 03/18/1921) (Smith, LH. (1999). *A History of Morgan County, Pg 187*)

Hardscrabble Right of Way Survey

1859-1896 37 years of evidence of establishment

1876 - 1892 Connection of Roads – In 1876 on petition of Edward Hunter the county court (county commission) appointed a committee to meet a like committee from Salt Lake County to make an examination and determination of the feasibly of making a road over the mountains by way of Hardscrabble Canyon in Morgan County and City Creek in in Salt Lake County. In 1892 the county court (county commission) voted to build a highway from Morgan City to Hardscrabble Canyon to the top of the City Creek Divide. Salt Lake City appointed a committee of three to report on the advantages and estimated cost of completing the wagon road. The Salt Lake City Council ended up defeating the proposition. (Minutes of the Morgan County Court 06/05/1876) (Deseret Weekly 03/19/1892)

Declarations of Public Highway:

HARDSCRABBLE ROAD
1887 & 1896

Hardscrabble Right of Way Survey

1887 & 1896 Declarations of Public Highway

1886 Legislative Law on Highways – On March 11th 1886, the Territory Legislature of Utah passed a law on Highways. In it they defined public highways and gave authority to the county courts (county commissions) to establish public highways.

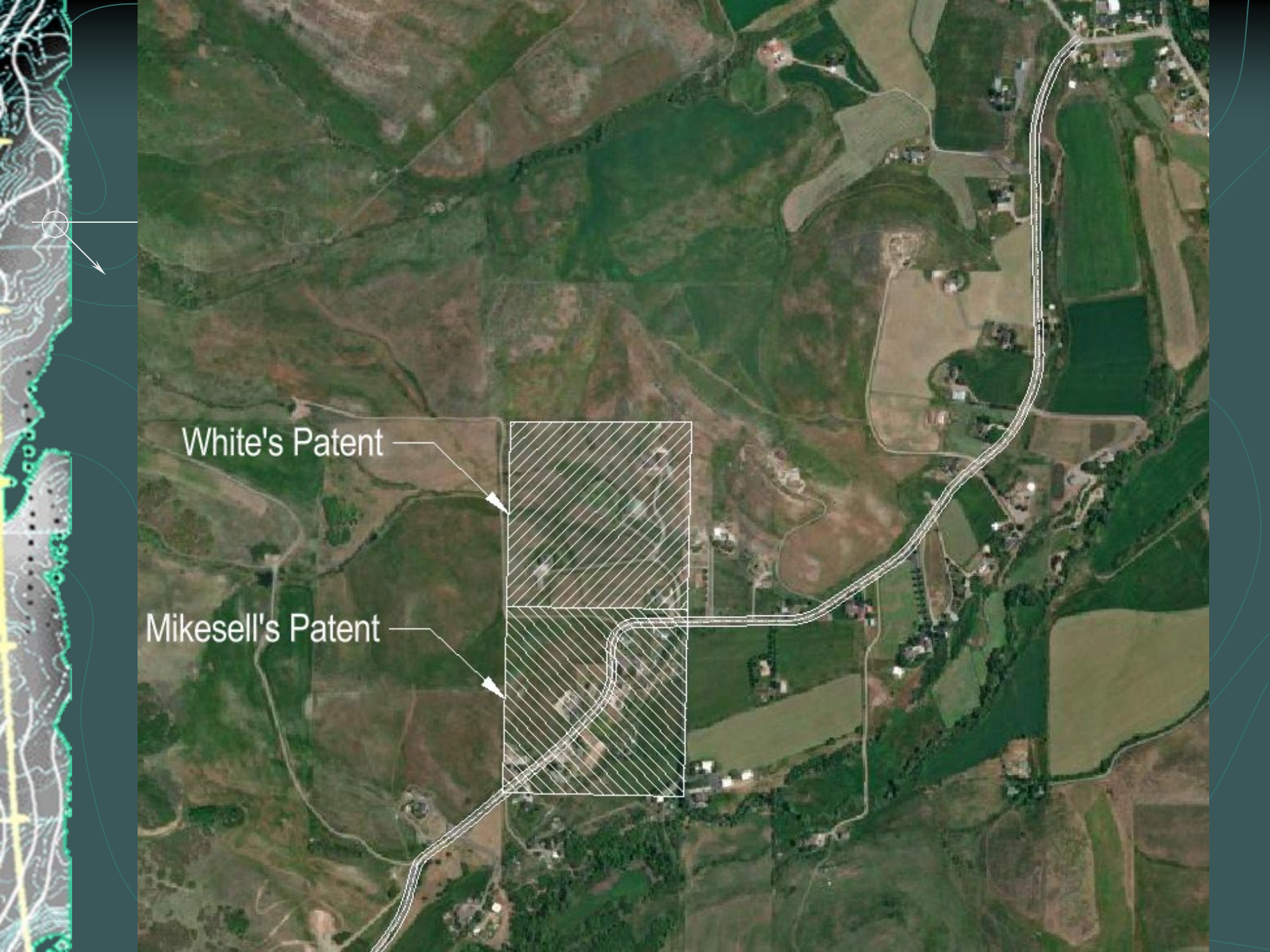
They also defined the terms by which a right of way can be made public by continuous use by the public. (Salt Lake Herald 03/28/1886)

> "Sec. 3. All roads, streets, alleys and bridges which are now used by the public, and have been declared to be highways by the county, courts and municipal corporations; or which may hereafter be declared, shall be deemed and taken to be public highways;..."

Hardscrabble Right of Way Survey

1887 & 1896 Declarations of Public Highway

1887 County Court First Declaration – On June 14th 1887, the county court (county commission) took up the matter of declaring the roads Public Highways. In addition to many other roads the following road was declared a public highway: "the road leading from the county road west of Mrs. Thomas Rich's residence up Mill Creek to the west end of the street between Whites's and Mi[k]esell's residences." "On motion all roads not heretofore declared public highways were abandoned." According to geological and historical records, the name Mill Creek in Morgan County was early on used for Hardscrabble Creek especially in relation to the Hardscrabble (Mill Creek) Mining District. A public land records search reveals that W. M. White (Whites) and Willard R. Mikesell (Mikesells) both were the original landowners of two parcels of land up Hardscrabble Road about 1.34 miles from the beginning. (Minutes of the Morgan County Court 06/05/1876) (www.mindat.org - Hardscrabble Mining District) (Entry #2386 Bk C of Deeds Pg 110; Entry #2307 Bk H of Deeds Pg92; Morgan County Recorder's Office)


White's Patent
Mikesell's Patent

Hardscrabble Right of Way Survey

1887 & 1896 Declarations of Public Highway

1896 County Court Second Declaration – On January 16th 1896, the county court (county commission) made the following declaration: “The road from Willard Mikesell's in west Porterville to about 300 yards above the Morgan Mining and Milling Plant in Hardscrabble Canyon was declared a public highway. The county will put said road in good condition.” This declaration set the public highway up to a point approximately 5.62 miles from the beginning of Hardscrabble Road. (Minutes of the Morgan County Court 01/18/1896)


Mikesell's Patent
Area of the Mines

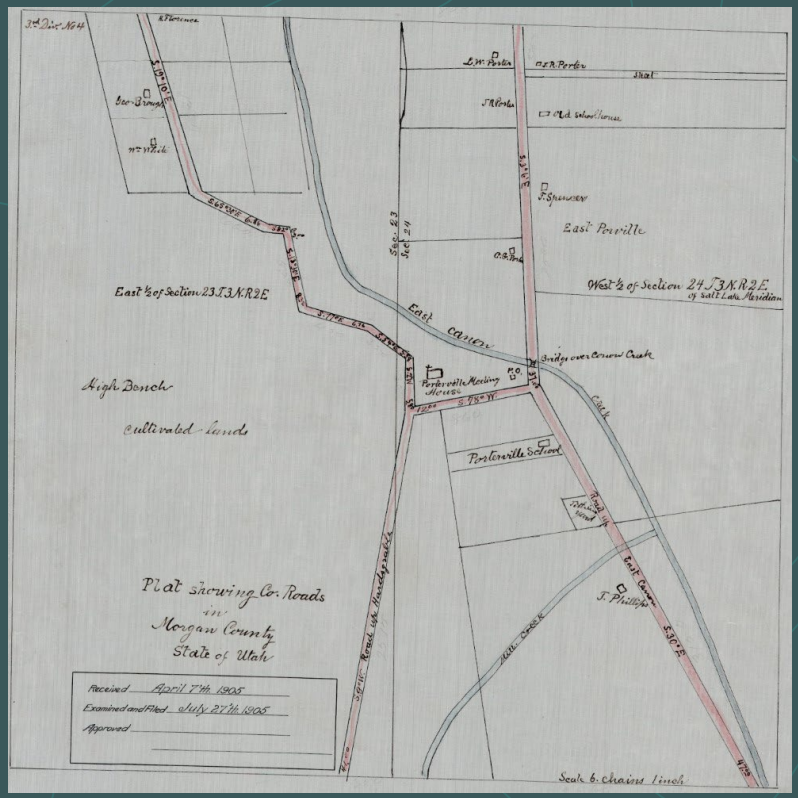
Evidence of public use:

HARDSCRABBLE ROAD
1897 - 1930

Hardscrabble Right of Way Survey

1897-1930 33 years of evidence of public use

1905 County Court Road Surveys - County Surveyor O.B. Anderson surveyed many of the roads in the county by order of the county court (county commission) in 1892. His surveys not only showed the roads in the county but prescribed a right of way width in rods for the roads surveyed. In 1905 the start of the "road up Hardscrabble" is shown as a 4 Rod right of way (66.00 feet). (Minutes of the Morgan County Court 12/12/1892) (Salt Lake Herald 03/28/1886) (County Road Map Book Pg 5, County Recorder Vault)



Hardscrabble Right of Way Survey

1897-1930 33 years of evidence of public use

1901 - 1931 Connection of Roads – In 1901 a last-minute substitution into a legislative bill allocated state funds for the connection of Hardscrabble Road in Morgan County and City Creek Road in Salt Lake County. In 1912 another big push was made to complete the connection with a meeting between the residence of Morgan County, the Rotary Club, and the Utah State Governor. In 1921 rotary clubs planned to widen the trial sufficiently for vehicular traffic. 300 men from the Salt Lake City Rotary Club and 200 men from the Morgan City Rotary Club planned to combine forces to work on the new roadway. The connection would be extended “from the end of the present Hardscrabble Road, to the summit, a distance of about two miles.” After 1921 there were no more discussions to connect to Hardscrabble Road through City Creek Canyon due to Salt Lake City’s push to preserve the City Creek Canyon water shed, which provides much of the city’ culinary water.

Hardscrabble Right of Way Survey

1897-1930 33 years of evidence of public use

1901 - 1931 Connection of Roads – In 1923 there were reports of plans to connect Davis County to Morgan County by a cutoff road. The connection would run up "Holbrook Canyon to the summit and then down Shingle Mill hollow to Hardscrabble…" Some work was done to build a road halfway up Holbrook Canyon, but the connection was never realized. In 1931 a new connection road from Emigration Canyon through Hardscrabble Canyon was designated as a primary state route. Reports of discussions of the proposed route were had with only about ten miles of new road needing to be constructed to connect the routes. It was hoped that surveying and securing of right of way would be done before the fall of 1931. The last mention of a connection route to Emigration Canyon through Hardscrabble Canyon was in August of 1940. (Deseret Evening News 03/09/1901) (Salt Lake Tribune 05/10/1912) (Coalville Times 09/20/1912) (Ogden Evening Standard 11/26/1912) (Salt Lake Tribune 07/30/1921) (Ogden Standard Examiner 08/02/1921) (Salt Lake Tribune 11/11/1921) (Weekly Reflex 09/13/1923) (Salt Lake Telegram 01/22/1931) (Morgan County News 01/29/1931) (Morgan County News 03/19/1931) (Morgan County News 04/09/1931) (Morgan County News 05/28/1931) (Davis County Clipper 06/09/1933) (Morgan County News 08/02/1940) (Smith, LH. (1999). *A History of Morgan County, Pg 105*)

Hardscrabble Right of Way Survey

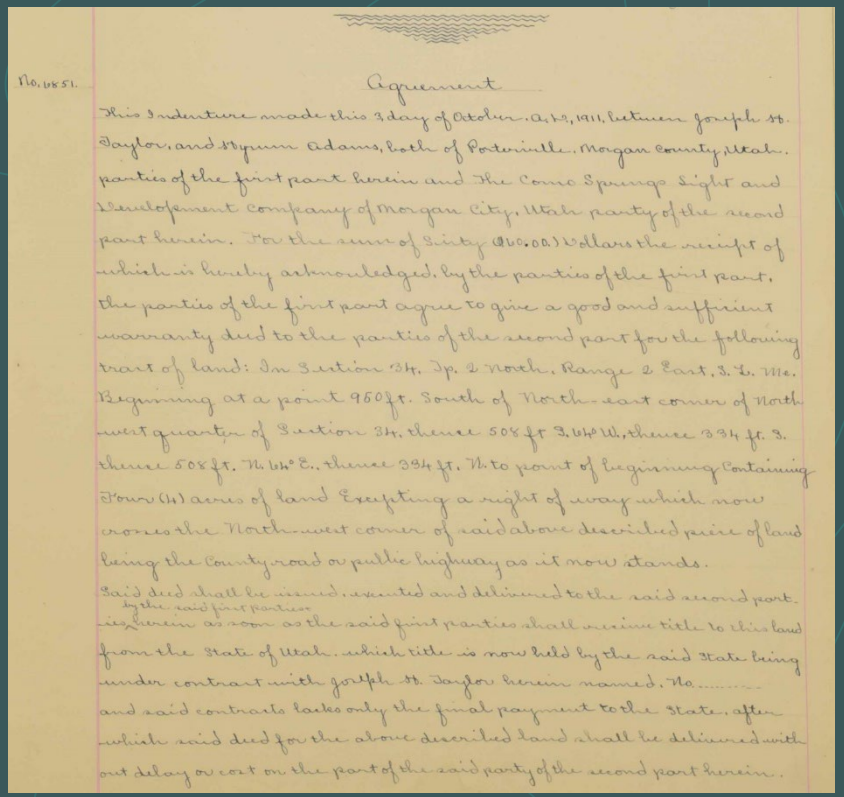
1897-1930 33 years of evidence of public use

1912 - 1916 Power Plant Operation – In conjunction with the Como Springs health resort and hotel a power plant was built and operated by the Como Springs Light and Development Company “at the mouth of Hardscrabble” in 1912. In the harsh winter of 1912-1913 power was knocked out across the region except for in Morgan because of the good construction of the Hardscrabble Plant. The deed acquired by the Company for the site of the plant is located in Section 34 approximately 2.67 miles from the start of Hardscrabble Road. In 1916 the Morgan Light and Power Company bought the Como Springs Light and Power Company and its plant up Hardscrabble. Eventually Utah Power and Light acquired the plant in 1940. It is unclear when the power plant in Hardscrabble stopped being used. In 1954 the site was sold to a private property owner. The Morgan County news reported that foundation of the building was still there, between the road and the stream, in 1957.

Hardscrabble Right of Way Survey

1897-1930 33 years of evidence of public use

1912 - 1916 Power Plant Operation –The deed for the property owned by the Company had an exception: “Except a right of way which now crosses the Northwest corner of said described piece of land <u>being the County road or Public highway as it now stands</u>.” Even in winter the public had open access to visit the power plant site. A report of a group taking a sleigh ride “up to the power house in Hardscrabble” was given in 1913. (Smith, LH. (1999). *A History of Morgan County, Pg 132-134*) (Morgan Post 04/221910) (Deseret Evening News 09/06/1911) (Coalville Times 01/17/1913) (Morgan County News 07/05/1957) (Entry #6912 Bk I of Deeds Pg 409; Entry #6851 Bk B3 of Misc Pg355; Entry #9828 Bk J of Deeds Pg 278; Entry #26278 Bk Q of Deeds Pg 170, Morgan County Recorder’s Office)



No. 6851.

Agreement

This Indenture made this 3 day of October A.D. 1911, between Joseph St. Taylor, and Hyrum Adams, both of Peterville, Morgan County, Utah, parties of the first part herein and The Como Springs Light and Development Company of Morgan City, Utah party of the second part herein. For the sum of Sixty ($60.00) Dollars the receipt of which is hereby acknowledged by the parties of the first part, the parties of the first part agree to give a good and sufficient warranty deed to the parties of the second part for the following tract of land: In Section 34, Tp. 2 North, Range 2 East, S. L. Mer. Beginning at a point 960 ft. South of North-east corner of North west quarter of Section 34, thence 508 ft S. 64° W, thence 334 ft. S. thence 508 ft. N. 64° E., thence 334 ft. N. to point of beginning Containing Four (4) acres of land Excepting a right of way which now crosses the North-west corner of said above described piece of land being the County road or public highway as it now stands.

Said deed shall be issued, executed and delivered to the said second part. by the said first parties herein as soon as the said first parties shall receive title to this land from the State of Utah, which title is now held by the said State being under contract with Joseph St. Taylor herein named. No ..... and said contracts lacks only the final payment to the State, after which said deed for the above described land shall be delivered without delay or cost on the part of the said party of the second part herein.

Evidence of public use:

HARDSCRABBLE ROAD
1931 - 1944

Hardscrabble Right of Way Survey

1931-1944 13 years of evidence of public use

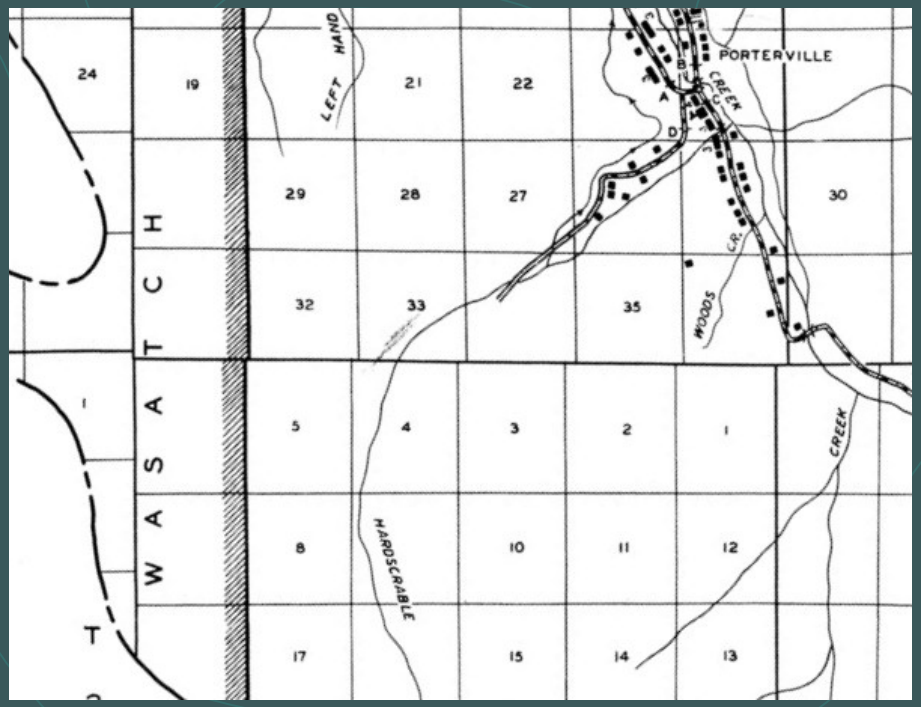
1931 – 1944 State Route Designation – With the state legislative session of 1931 the road from Porterville to Hardscrabble was designated as State Route 66. Plans were to connect the route to Emigration Canyon through Hardscrabble Canyon. In 1944 State allocated funds were approved to resurface SR-66 from Portersville to Hardscrabble. This State Route designation lasted until 1953. (UDOT Route Summary Sheet SR-66, Updated: November 2011) (Salt Lake Telegram 05/11/1944)

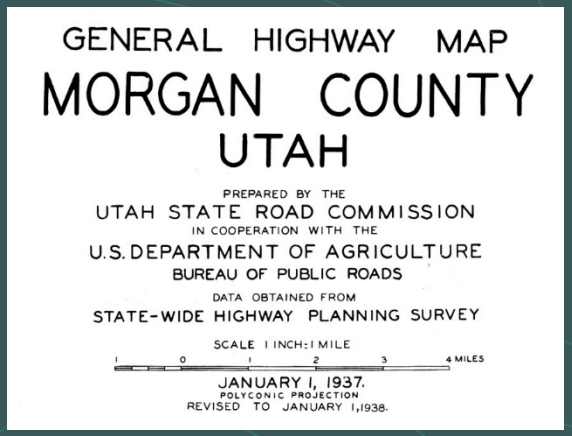
1935 - 1940 County Construction and Maintenance – In 1935, during the great depression, a petition by Morgan County for Federal Public Works Administration funding was made for "construction of Hardscrabble road, to shorten the distance from Morgan to Salt Lake City." No indications were found that funding was provided. Morgan County built seven new miles of road through Hardscrabble Canyon "bringing a passable thoroughfare within a short distance of the summit" in 1940. This marked "a long step taken toward the realization of a highway through to Emigration Canyon." The Commissioners wished to "bring to public attention that the safe and scenic approach has opened up a beautiful area in our county." (Morgan County News 08/02/1940) (Salt Lake Tribune 02/17/1935)

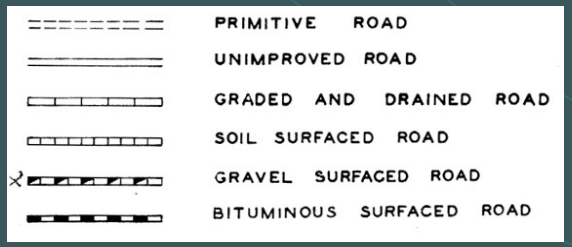
Hardscrabble Right of Way Survey

1931-1944 13 years of evidence of public use

1938 – General Highway Map – Prepared by the Utah State Road Commission for jurisdiction designation and funds allocation. Shows Hardscrabble Road running into Section 34, to the area that GLO Maps show as the beginning of the “High Mountains” and the power plant called the “mouth of the canyon.”







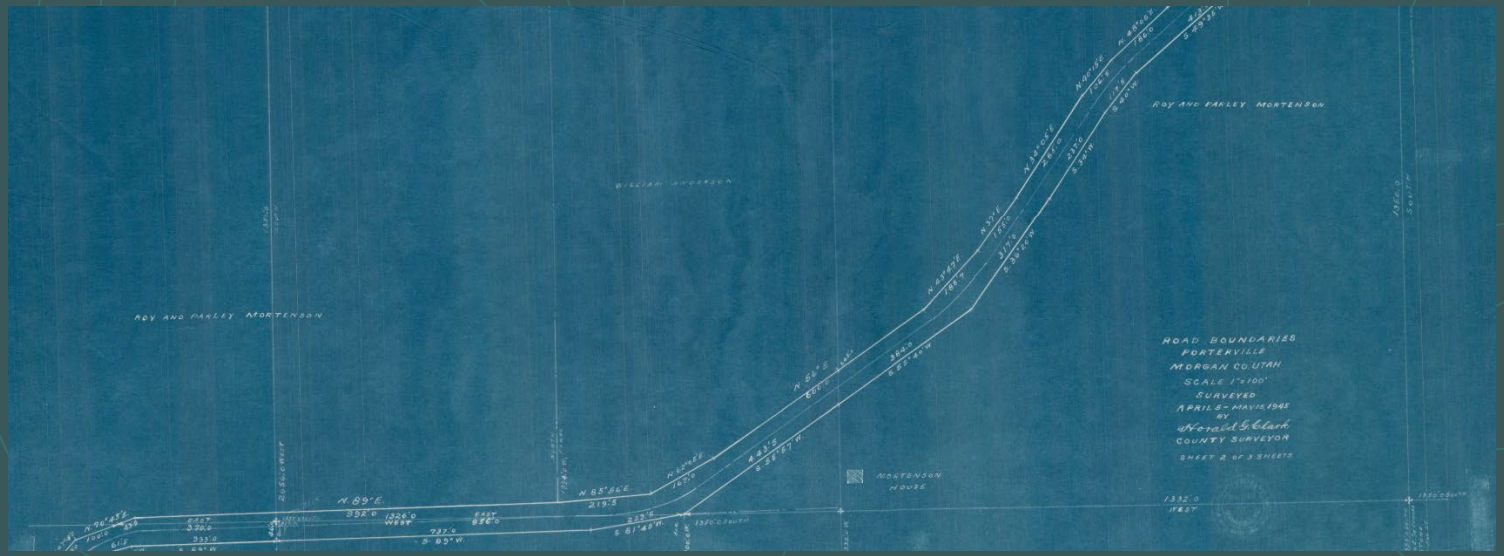
Evidence of public use:

HARDSCRABBLE ROAD
1945 - 1967

Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

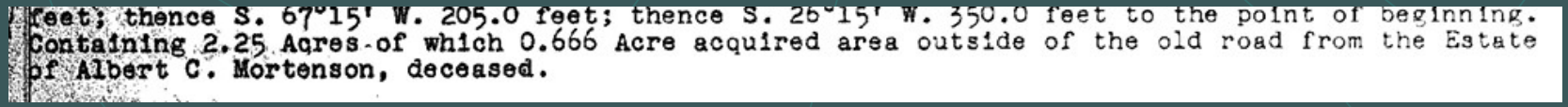
1945 - Property Conveyance to County – In May on 1945 F.D. Miles of the State Road Commission assisted the county commission in outlining post war road projects and also county maintenance with state registered funds. County Surveyor Harold G. Clark was authorized by the county commission to complete descriptions and deeds for property to be conveyed for road in Hardscrabble. A plat was created showing the overall scope of the project. The right of way was 66.00 feet wide.



Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

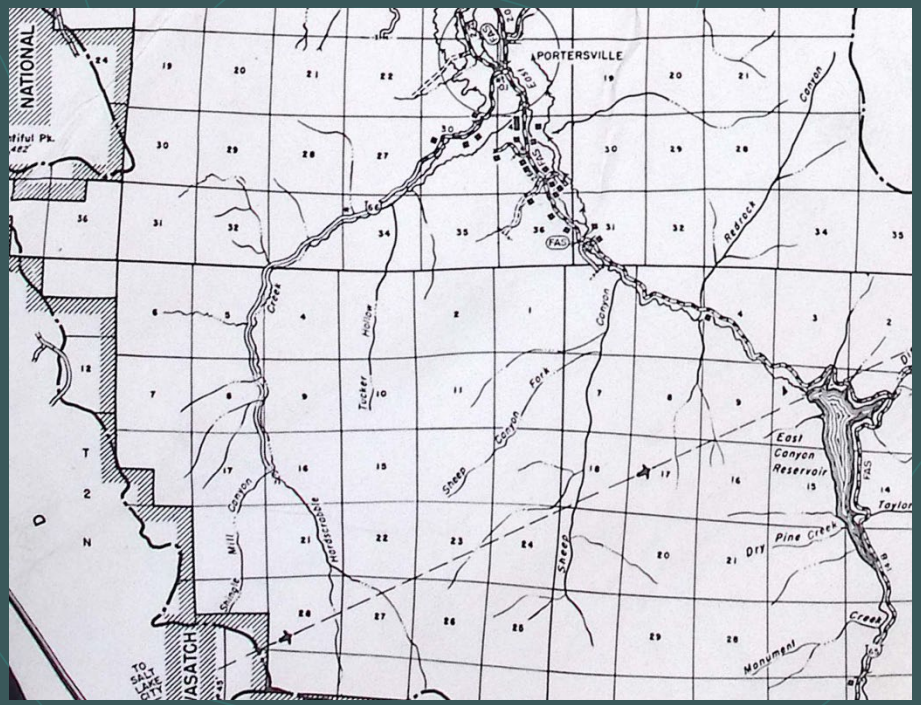
1945 - Property Conveyance to County – Deeds matching the plat were created, executed, and recorded for seven properties from the start of Hardscrabble Road into the Carter property in the southwest quarter of Section 26, approximately 1.59 miles from the start of Hardscrabble Road. In July of 1945, the county commission set a rate of $150.00 per acre for claims of property owners for land purchased for state highway in Hardscrabble. The deeds contain language regarding acreage for the full description and then a lesser acreage to be acquired for the area outside of the "old road". This is an indication that owners and the county recognized an existing public road and the county would only pay for claims of what were "outside of the existing road." (Regular Session of the Morgan County Commission 05/07/1945) (Special Session of the Morgan County Commission 05/11/1945) (Entry #22169 Bk O of Deeds Pg 559; Entry #22203 Bk O of Deeds Pg 567; Entry #22204 Bk O of Deeds Pg 567; Entry #22224 Bk O of Deeds Pg 576; Entry #22323 Bk O of Deeds Pg 598; Entry #22383 Bk O of Deeds Pg 613; Entry #22857 Bk P of Deeds Pg 94, Morgan County Recorder's Office)

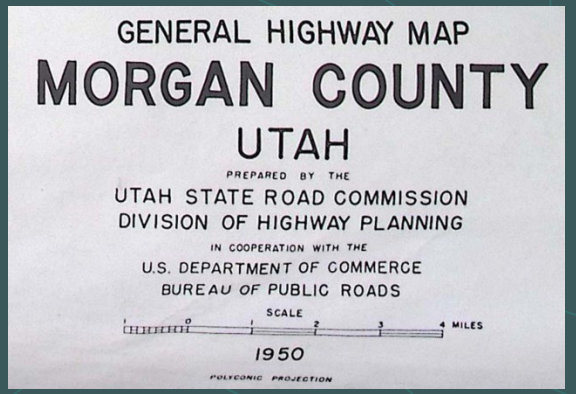

feet; thence S. 67°15' W. 205.0 feet; thence S. 26°15' W. 350.0 feet to the point of beginning. Containing 2.25 Acres of which 0.666 Acre acquired area outside of the old road from the Estate of Albert C. Mortenson, deceased.

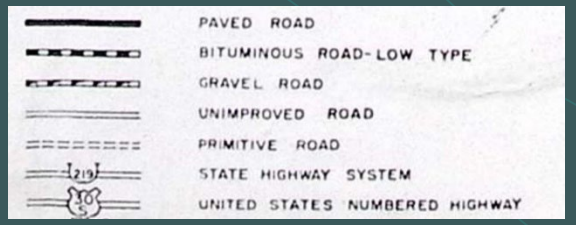
Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

1950 – General Highway Map – Prepared by the Utah State Road Commission for jurisdiction designation and funds allocation. Shows Hardscrabble Road running to Shingle Mill Canyon. This map also clearly designates Hardscrabble Road as Rout 66 in the State Highway System, making it eligible for state funds. State Highway System roads were generally 66.00 feet wide.



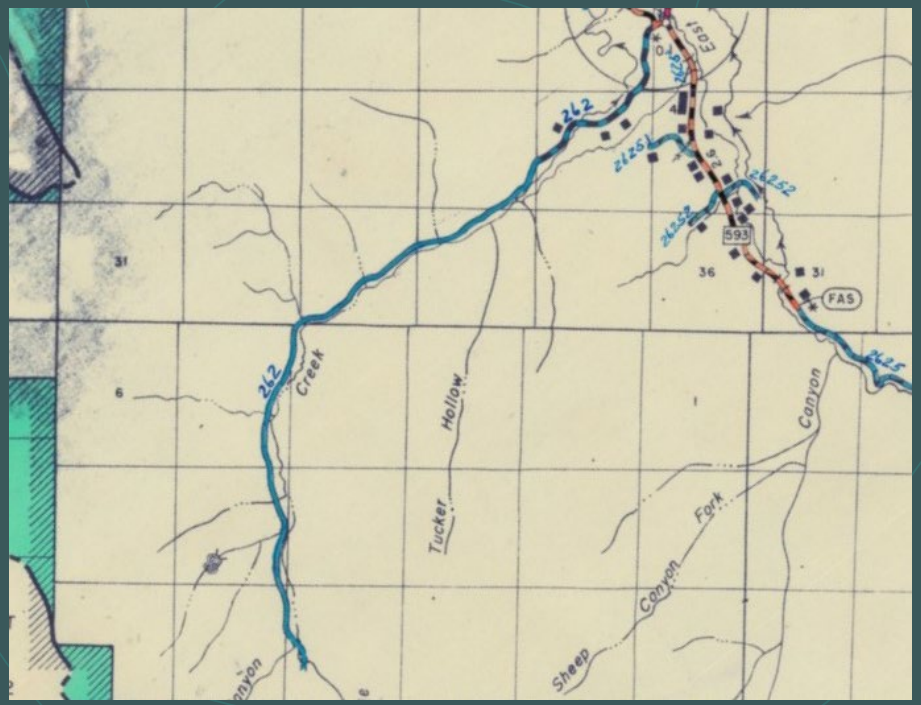


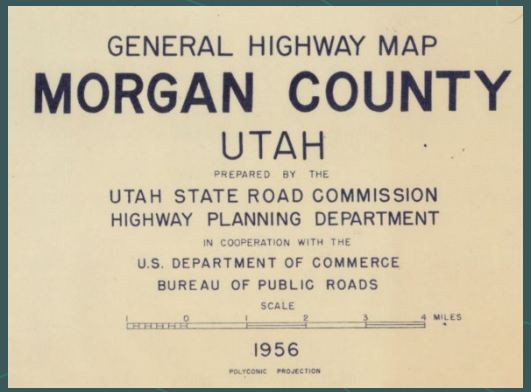


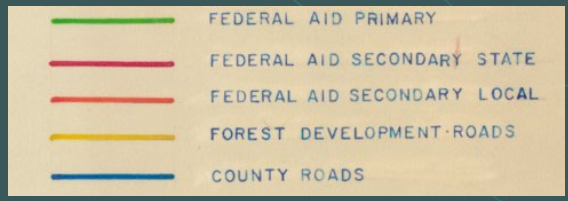
Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

1956 – General Highway Map – Prepared by the Utah State Road Commission for jurisdiction designation and funds allocation. Shows Hardscrabble Road running to Shingle Mill Canyon. The Route 66 designation for this road was deleted in 1953. This map clearly indicates it as a county road in their color-coding system.







Hardscrabble Right of Way Survey

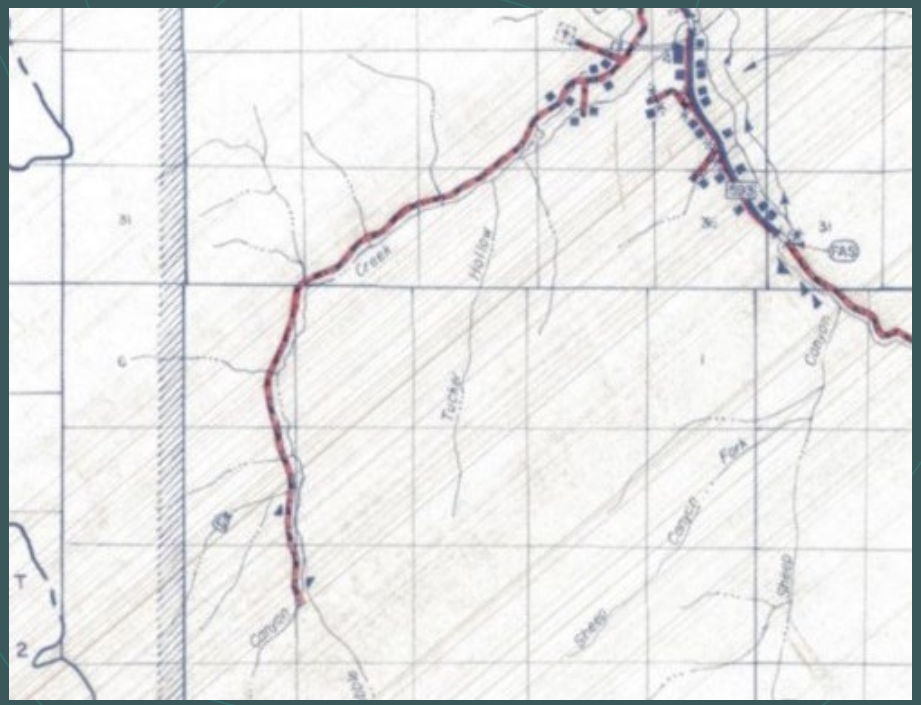
1945-1967 22 years of evidence of public use

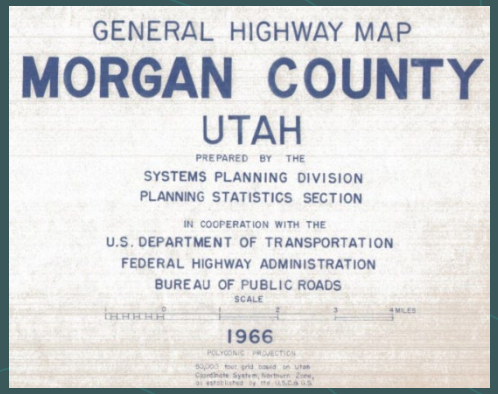
1947 – 1967 County Maintenance – In early 1968 Morgan County News reported that Jim Compton, who owned mines in the Hardscrabble area, said that he "started to work the road for the county in 1947, and it was considered a county road as far as Shingle Mill Creek." In 1967 the county attorney and commissioners stated that "…money from the B & C Road Fund has been used to maintain and restore the road for the use of the property owners..." In early 1978 Dave Greenwood, head of the B and C roads department of the State Highway Commission, stated to the commission that "the road, on his books, is a county road because of usage and county work, and that the closing of it would be illegal." (Morgan County News 02/02/1968) (Regular Session of the Morgan County Commission 10/17/1967) (Regular Session of the Morgan County Commission 12/04/1967)

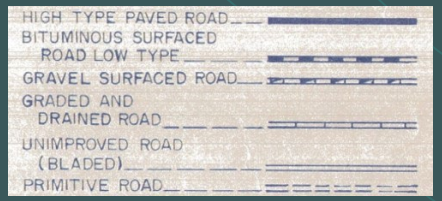
Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

1961 & 1966 – General Highway Map – Prepared by the Utah State Road Commission for jurisdiction designation and funds allocation. Shows Hardscrabble Road running to Shingle Mill Canyon. Clearly indicates it as a county road and a gravel surface road.







Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

1961 - 1967 Damage to Private Property – In 1961, the morgan county news ran this article: Steal no Trees for Christmas. Indiscriminate destruction and theft of small trees in Hardscrabble Canyon has resulted in a crack-down by property owners. This week they issued the following warning: “Persons cutting or bringing Christmas trees out of the Hardscrabble Canyon area will have their license plate numbers reported to the sheriff and arrests will be made. The theft of Christmas trees in recent years has become un-reasonable and must be stopped.” The county commission was petitioned by the private property owners in Hardscrabble Canyon to close the road in the end of 1967 due to the littering and vandalism of the public to the surrounding private property, the county commission discussed the topic in a regular commission meetings on 10/17/1967 and 12/04/1967. Many examples of public access leading to vandalism in the canyon was cited to the commission in early 1968. (Morgan County News 11/24/1961) (Regular Session of the Morgan County Commission 10/17/1967) (Regular Session of the Morgan County Commission 12/04/1967) (Public Hearing of the Morgan County Commission 01/29/1968)

Hardscrabble Right of Way Survey

1945-1967 22 years of evidence of public use

Ranching – As early as 1910 it was reported that sheep herds from Littleton were being sent to Hardscrabble for the summer. In 1940 sheep men petitioned the county and helped them build portions of the hardscrabble canyon road. In early 1968 Charlie Kippen was quoted as saying that "the new road up the canyon saved the sheep men thousands of dollars in fat of the lambs that could be trucked down the road from their summer range instead of herding them down the canyon." (Morgan Post 05/06/1910) (Morgan County News 08/02/1940) (Morgan County News 02/02/1968)

Picnicking, Hunting, Fishing, and Camping – Documentation of the public picnicking, hunting, fishing, and camping in the canyon is abundant through the early 1900's up until 1967. In early 1968 Gilbert Porter, a property owner in the Hardscrabble area and the game warden supported the road staying open and pointed to the "wide usage of the canyon and the beautiful streams by tourists, picnickers, and fisherman" as a reason to keep the road open. (Morgan County News 08/02/1940) (Morgan County News 07/06/1956) (Morgan County News 11/24/1961) (Morgan County News 02/02/1968)

Declaration of Public Highway :

HARDSCRABBLE ROAD
1968

Hardscrabble Right of Way Survey

1968 Declaration of Public Highway

1968 County Commission Declaration – Because of the petition by the private property owners in Hardscrabble Canyon to close the road in the end of 1967, the county commission held a public hearing on the matter on 01/28/1968. It was reported that 160 people attended. Many people spoke in favor of keeping the road open. It was reported that 90 percent of the people of Morgan County love the canyon so much that they help to keep it beautiful. A request for a show of hands on the matter was voted down. It was obvious that a vote would be overwhelmingly for leaving the beauty of Hardscrabble open to the public. At the close of the meeting, the consensus of the general audience was that the decision which the commissioners would come to would be the right one.

In their next regular commission meeting on 02/05/1968 they made the following motion: "The road up Hardscrabble Canyon is to be maintained as a county right-of-way." The motion was passed unanimously.

(Morgan County News 02/02/1968) (Public Hearing of the Morgan County Commission 01/29/1968) (Regular Session of the Morgan County Commission 02/05/1968)

Evidence of public use:

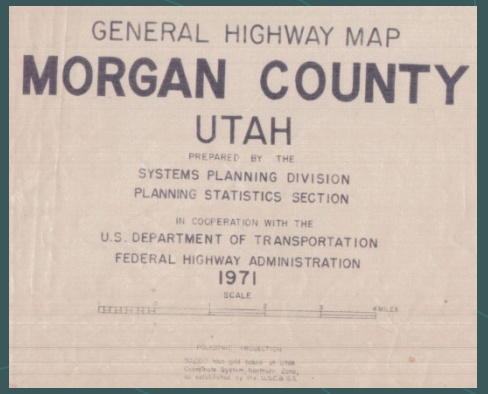
HARDSCRABBLE ROAD
1968 - 1978

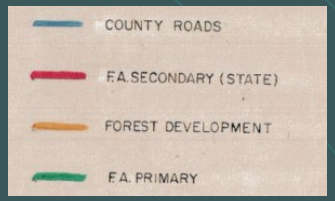
Hardscrabble Right of Way Survey

1968-1978 10 years of evidence of public use

1971 – General Highway Map – Prepared by the Systems Planning Division for jurisdiction designation and funds allocation. Shows Hardscrabble Road running to Shingle Mill Canyon. Clearly indicates it as a county road and a gravel surface road.







Hardscrabble Right of Way Survey

1968-1978 10 years of evidence of public use

1968 – 1978 County Maintenance – The county continued to provide funding and maintenance for Hardscrabble road through the 1970s. The commission allocated State B & C Road Funds to maintain the road. The public continued to use the road for sightseeing, picnicking, hunting, fishing, and camping. One story from 1972 reported that a family who had camped up Hardscrabble in the spring every year were tailgated by a man and forced to stop just passed the narrows. The man sternly that if they left the road they would be trespassing. They were told that they would be arrested and fined if they went one inch off of the road. They were told that picnickers were arrested and fined the previous summer. (Morgan County News 06/23/1972) (Morgan County News 03/31/1978) (Morgan County News 08/11/1978) (Morgan County News 09/01/1978) (Morgan County News 10/06/1978) (Ogden Standard Examiner 08/27/1987)

Hardscrabble Right of Way Survey

1968-1978 10 years of evidence of public use

1968 – 1978 Damage to Private Property – A report in 1972 stated “I do not blame the [the property owners] for shutting down Hardscrabble Canyon to the picnicking public. The litter and vandalism and destruction in that beautiful canyon has been unbelievable and indescribable.” In 1978 a landowner stated, “people go on my land and leave their trash, steal and shoot my sheep, and damage my property with their motorcycles and four wheel drives. There is too much traffic on the road for me and other landowners to run our livestock. There is no public land up Hardscrabble. All the land is privately owned and the road is a dead end one.” As a result, the county commission was again petitioned to close the road. (Morgan County News 06/23/1972) (Regular Session of the Morgan County Commission 07/06/1978) (Morgan County News 07/14/1978) (Morgan County News 08/25/1978) (Regular Session of the Morgan County Commission 08/15/1978) (Ogden Standard Examiner 08/27/1987)

Hardscrabble Right of Way Survey

1968-1978 10 years of evidence of public use

1978 - County Commission In-action – The county commission was petitioned by private property owners to close Hardscrabble Canyon Road on 07/06/1978. The commissioners took the matter under advisement. Commissioner Turner said that “after discussion with county attorney Phil Patterson, it was decided that a public hearing might be necessary.” Several weeks later, on 08/15/1978 the property owners petitioned the county commission for an update. The commission explained that action on the matter had been postponed because county attorney Phil Patterson was in the hospital. They will contact the county attorney on some of the legal aspects of the matter and will inform them. After that meeting no actions, public hearings, or resolutions were made by the county commission regarding the matter of closing Hardscrabble Road. (Morgan County News 07/14/1978) (Regular Session of the Morgan County Commission 08/15/1978) (Morgan County News 08/25/1978) (Ogden Standard Examiner 08/27/1987)

Hardscrabble Right of Way Survey

Installation of Gate in Public Right of Way

1979 – Gating of Public Road – In the regular meeting of the county commission on 04/17/1979, Russel Porter, who has mineral rights in the Hardscrabble Canyon area, met with the commissioners and requested information regarding the closed gate in Hardscrabble Canyon. “The commissioners informed Mr. Porter that it is legal in as much as it is a private road and they suggested that he acquire a key from one of the property owners.” (Morgan County Commission Minutes Book 1967-1983 page 321.)

Hardscrabble Right of Way Survey

Installation of Gate in Public Right of Way

1980 – Damage to Private Property Continues – Despite having a locked gate in the public right of way, cabins were still vandalized in Hardscrabble Canyon, and one was burned to the ground on 12/16/1980. Though the road leading up Hardscrabble is padlocked at a heavy gate, the marauders cut through the fence near the gate, according to Sheriff Max Robinson. A $500 reward was offered for information leading to the arrest and conviction of those responsible. (Morgan County News 12/26/1980)

Hardscrabble Right of Way Survey

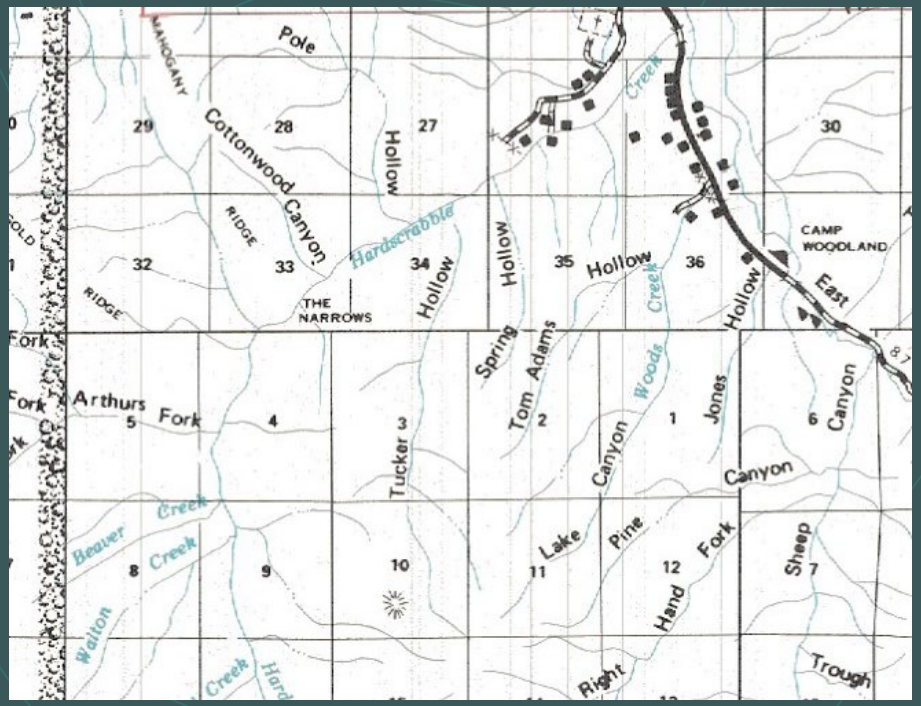
Installation of Gate in Public Right of Way

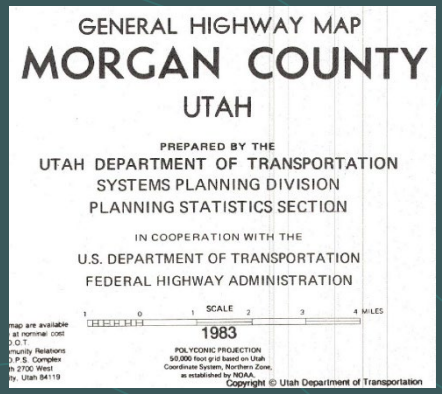
1981 – Admission of Commissioner Over Roads – As Morgan County Commission considered the closing of another of its roads, Cottonwood Canyon Road in Mt. Green, which had already been gated, the Mogan County News reported that Commissioner Bohman, who was the commissioner over roads at the time, stated that “if [Hardscrabble] was taken to court, [the court] could open it.”

Hardscrabble Right of Way Survey

Installation of Gate in Public Right of Way

1983 – General Highway Map – Prepared by the Utah Department of Transportation for jurisdiction designation and funds allocation. Shows Hardscrabble Road ending at the gate.





Declaration of Public Highway and Evidence of public use:

HARDSCRABBLE ROAD SUMMARY

Hardscrabble Right of Way Survey

Declaration of Public Highway and Evidence of public use

1859 - 1896 37 years of Establishment:

- Federal Government Maps
- Logging and Milling
- Mining Operations
- Connection of Roads

1887 First Declaration:

Declared 1.34 miles of hardscrabble Road as a Public Highway

1896 Second Declaration:

Declared an additional 4.28 miles of hardscrabble Road as a Public Highway

1897 - 1930 33 years of public use:

- County Court Road Survey
- Power Plant Operation

A right of way width designation of 66.00 feet wide was made by the county surveyor and accepted by the court.

Hardscrabble Right of Way Survey

Declaration of Public Highway and Evidence of public use

1931 - 1944 13 years of Public Use:

- State Route Designation
- County Construction and Maintenance
- General Highway Maps

A right of way, 66.00 feet wide, was used continuously by the public for a period of 13 years.

1945 Deed Conveyance:

Deeds conveying land to the county for the road were prepared, executed, and recorded.

1945 - 1967 22 years of Public Use:

- General Highway Maps
- County Maintenance
- Damage to Private Property
- Ranching
- Picnicking, Hunting, Fishing, and Camping

A right of way, 66.00 feet wide, was used continuously by the public for a period of 22 years.

Hardscrabble Right of Way Survey

Declaration of Public Highway and Evidence of public use

1986 County Commision Declaration:

The road up Hardscrabble Canyon is to be maintained as a county right-of-way.

1968 - 1978 10 years of Public Use:

- County Commission Action
- General Highway Maps
- County Maintenance
- Damage to Private Property
- County Commission In-action

A right of way, 66.00 feet wide, was used continuously by the public for a period of 10 years.

Hardscrabble Right of Way Survey

Declaration of Public Highway and Evidence of public use

1978 - 1979 In-action:

- No actions, public hearings, or resolutions were made by the county commission regarding closing the public right of way
- No deeds or ordinances regarding closing the public right of way were recorded
- Gate installed in county right of way
- County Commission said the gate is legal in as much as it is a private road

1978 - 2026 48 years of impeding public use:

Hardscrabble Right of Way Survey

Public Right of Way

The installation of the gate within the right of way of Hardscrabble Road between August of 1978 and April of 1979 appears to have been allowed by the county attorney and commission without a public hearing or an ordinance to close or vacate the right of way. It is possible that the road being a dead-end road and only servicing private properties may have been erroneously interpreted to mean that the road was a private right of way. In their own words, the gate “is legal in as much as it is a private road.” If, however, it is a public right of way, the installation of the gate across the road would be illegal.

I would advise the county commission at this time that Hardscrabble Road is a public right of way. It was declared such by the county court (county commission) in 1887 and 1896, and again affirmed by the county commission in 1968. In addition, over its history, the road has qualified and re-qualified as a public right of way by use. The public right of way has never been officially vacated or abandoned by the public body who holds jurisdiction, it is still a public right of way.

Hardscrabble Right of Way Survey

Express Public Dedication

In my professional opinion, the public right of way of Hardscrabble Road is a 66.00 foot wide right of way that goes all the way to Shingle Mill Canyon. As such, if it remains a public right of way to those extents, there should be no gate that prevents the public from accessing their right of way.

Considering and including all the information presented herein, the following are exhibits of the survey requested showing the location and ownership of Hardscrabble Road in the area of the gate. Sheets 1 through 3 show a progression of public rights acquired in the area. Sheets 4 and 5 of the exhibits are potential areas the county commission could work with landowners to create a standard cul-de-sac end to the public right of way if they so chose to change the use or vacate the public right of way beyond that point.



REVISIONS

NO.	REMARKS	BY	DATE

TITLE	HARDSCRABBLE ROAD
TYPE	RIGHT OF WAY - PART
CATAGORY	SURVEY EXHIBIT
PROJECT NUMBER	2026-01
DATE:	11/10/2026
SCALE:	1"=60'
CHECKED BY:	SR

SURVEYOR'S OFFICE
48 W. YOUNG STREET, ROOM 21
P.O. BOX 886
MORGAN, UTAH 84050

MORGAN COUNTY

SHEET NUMBER:
1 OF 5



REVISIONS

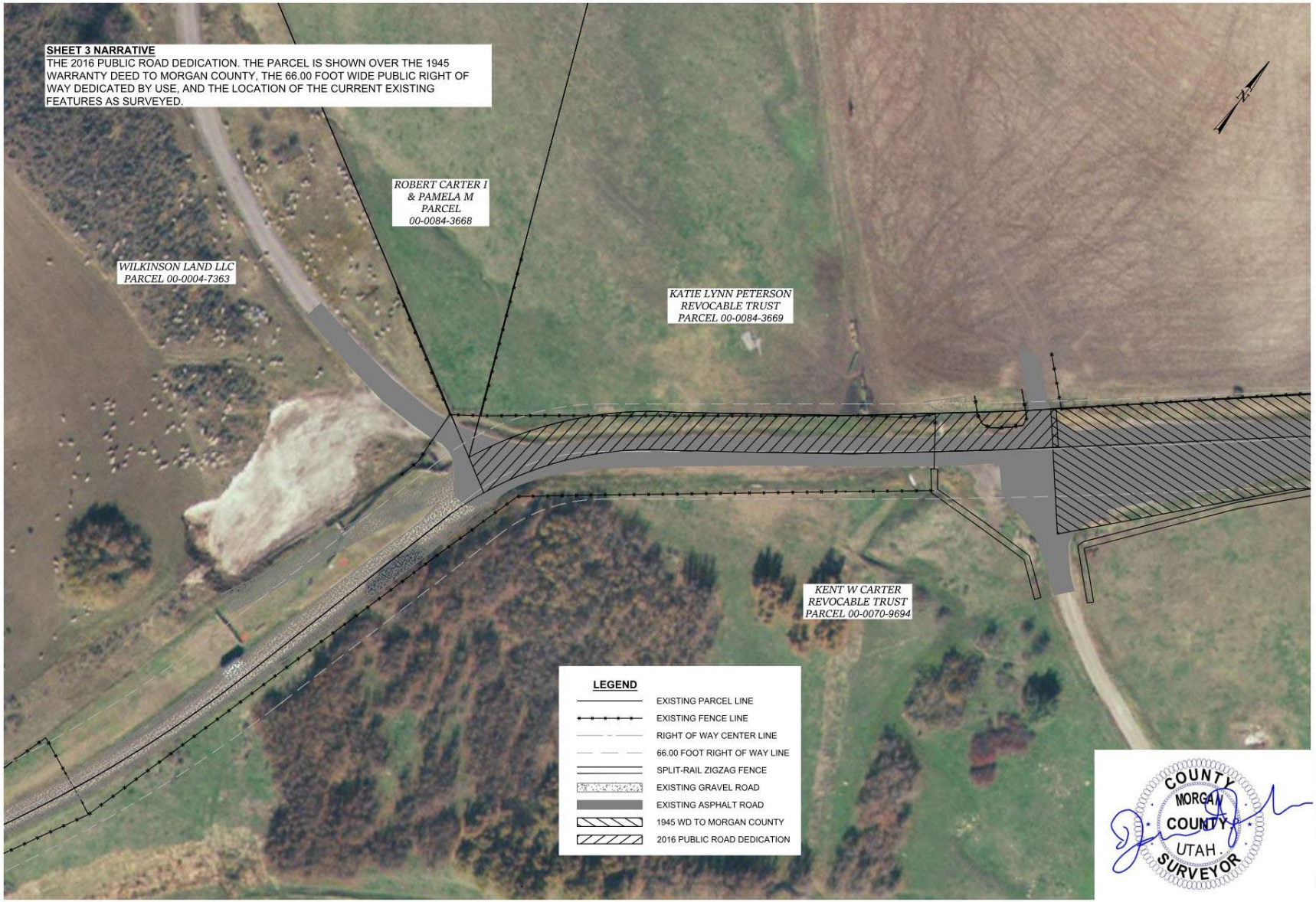
NO.	REMARKS	BY	DATE

TITLE	HARDSCRABBLE ROAD
TYPE	RIGHT OF WAY - PART
CATAGORY	SURVEY EXHIBIT
PROJECT NUMBER	2026-01
DATE:	11/10/2026
SCALE:	1"=60'
CHECKED BY:	SR

SURVEYOR'S OFFICE
48 W. YOUNG STREET, ROOM 21
P.O. BOX 886
MORGAN, UTAH 84050

MORGAN COUNTY

SHEET NUMBER:
2 OF 5



REVISIONS

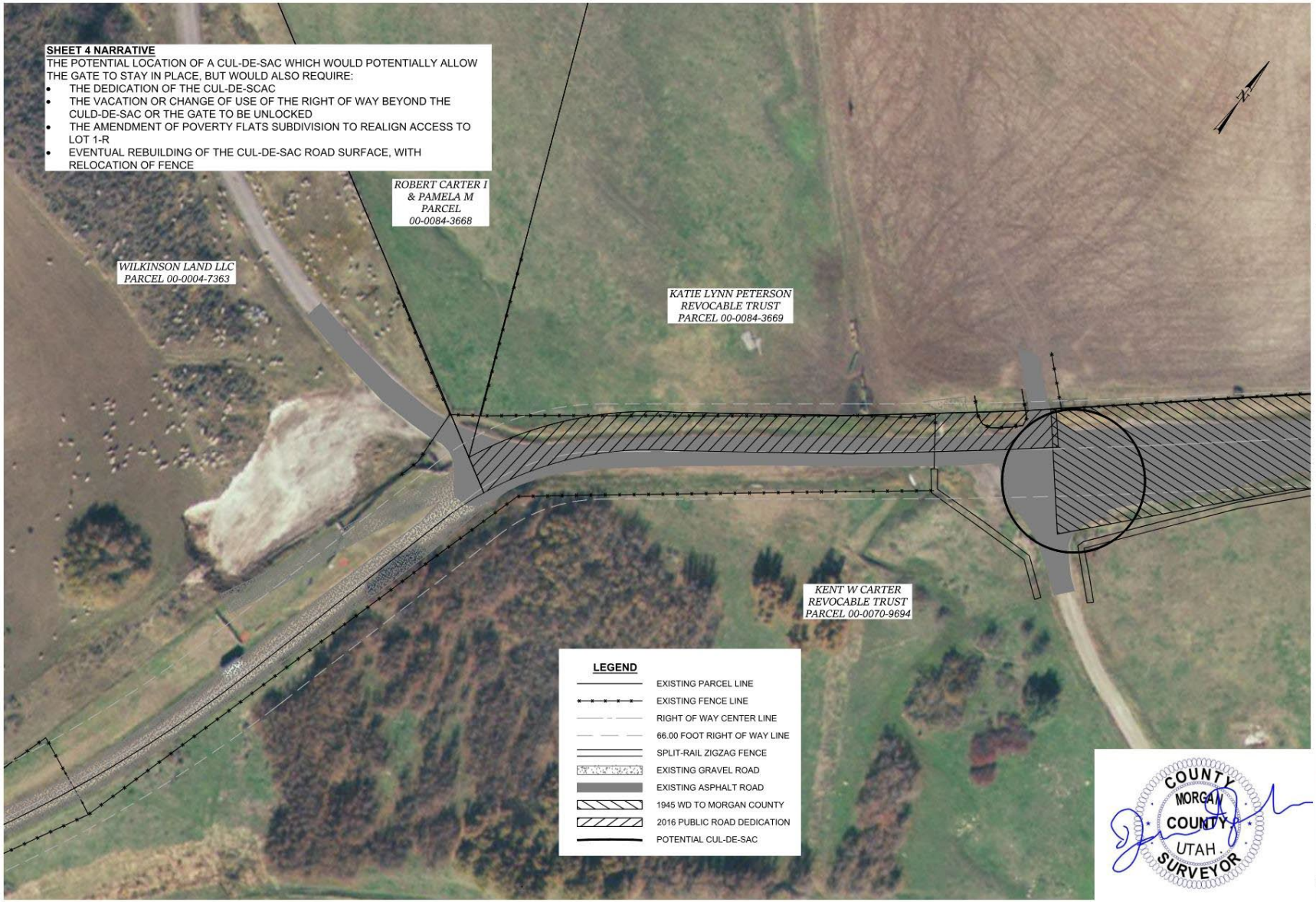
NO.	REMARKS	BY	DATE

TITLE	HARDSCRABBLE ROAD
TYPE	RIGHT OF WAY - PART
CATAGORY	SURVEY EXHIBIT
PROJECT NUMBER	2026-01
DATE:	11/10/2026
SCALE:	1"=60'
CHECKED BY:	SR

SURVEYOR'S OFFICE
48 W. YOUNG STREET, ROOM 21
P.O. BOX 886
MORGAN, UTAH 84050

MORGAN COUNTY

SHEET NUMBER:
3 OF 5



REVISIONS

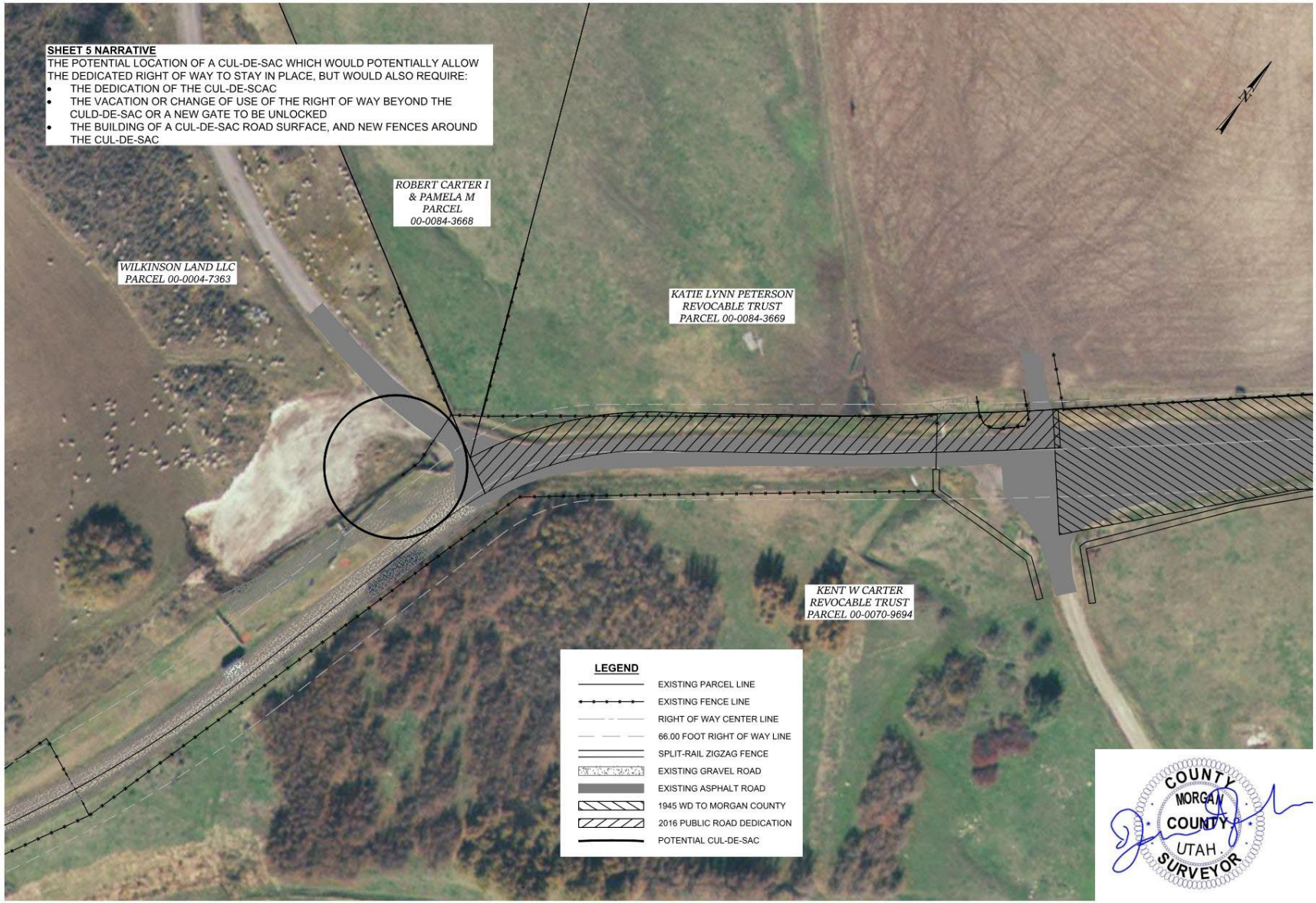
NO.	REMARKS	BY	DATE

TITLE	HARDSCRABBLE ROAD
TYPE	RIGHT OF WAY - PART
CATAGORY	SURVEY EXHIBIT
PROJECT NUMBER	2026-01
DATE:	11/10/2026
SCALE:	1"=60'
CHECKED BY:	SR

SURVEYOR'S OFFICE
48 W. YOUNG STREET, ROOM 21
P.O. BOX 886
MORGAN, UTAH 84050

MORGAN COUNTY

SHEET NUMBER:
4 OF 5



REVISIONS

NO.	REMARKS	BY	DATE

HARDSCRABBLE ROAD

TITLE	RIGHT OF WAY - PART
TYPE	SURVEY EXHIBIT
CATAGORY	2026-01
PROJECT NUMBER	
DATE:	11/10/2026
SCALE:	1"=60'
CHECKED BY:	SR

SURVEYOR'S OFFICE
48 W. YOUNG STREET, ROOM 21
P.O. BOX 886
MORGAN, UTAH 84050

MORGAN COUNTY

SHEET NUMBER:
5 OF 5

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

Email: kbecker@morgancountyutah.gov

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

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: 11/03/2026 **Time Requested:**

Name: Shawn York **Phone:** (208) 670-3765

Address: 5763 Cascade Dr

Email: shawnwyork@protonmail.com **Fax:**

Associated County Department: Recreation

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Following up on discussion about getting a baseball field in Mountain Green. We have an open thread with the LDS church (Ric Horgan & Jason Killian) where they informed that they were willing to negotiate over the Bowery baseball fields in Mountain Green. They advised specifically that they had amended their property plan to include a potential agreement with the County. They were waiting to hear back from the Commissioners on this and have not. Also we practiced our whole season on the Kent smith grass field where several of our boys were hit by ground balls attending to field off the grass. Parks denied a request to add some sand to make the situation better. Talks of another park by the Elementary School have parents of baseball players asking questions about a field. Lets please make this a priority, I think there is potential to acquire the Bowery fields at relatively little cost (in relation to market costs) if we can pursue it. We played at the Uintah field (which is a bad field) which I had to pay for and we start spring baseball in March. Would be good to have something worked out by next year sometime, even if it is actually completing the Kent Smith field and putting up netting in front of the pickleball court.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	☑
DECISION	☐
BOTH	☐
INFORMATION ONLY	☐

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

Email: kbecker@morgancountyutah.gov

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

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: 11/17/2026 **Time Requested:**

Name: Bret Heiner **Phone:** (801) 821-1475

Address:

Email: bheiner@morgancountyutah.gov **Fax:**

Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

This is the loader that we have decided to try and get .
A 2009 140 M Cat loader with a GPS system on it 9,000 Hours located in Farmington owned by Smoothstone construction.
82,000 is the price
Funds to pay for it would come out of 20-4400-300-00 B and C .
This will be on the agenda 11-17-2026

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	
DECISION	
BOTH	☑
INFORMATION ONLY	


0
5
10
15
20
25
30
n/min
X100
mph
9095.9


08
LGP
850 P
RDO
U1035448
CAT


KOMATSU
140M
CAT
19
SMOOTH STONE


CAT


140M
G01

rbglobal.com

U1035448

CAT®
CATERPILLAR®
CAT®
CATERPILLAR®

MODEL NUMBER 140M

PRODUCT IDENTIFICATION NUMBER *CAT0140MCB9D01789*

	MODEL NUMBER	SERIAL NUMBER	ARRANGEMENT NUMBER
	C-7	*kHX14705*	2789732
		CZM04200	2538405

225-4150 5

CATERPILLAR INC.
PEORIA, IL 61629
USA

Made In

Brazil

PARTS ORDER

239-6989 1

249-8575

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

Email: kbecker@morgancountyutah.gov

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

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: 11/17/2026 **Time Requested:**

Name: Lydia Hebdon **Phone:** (801) 920-0034

Address:

Email: lhebdon@morgancountyutah.gov **Fax:**

Associated County Department: Parks

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion on playground maintenance

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	
DECISION	
BOTH	☑
INFORMATION ONLY	

Land Acquisition Fund Working Draft

Agenda Item Cover Page | November 17, 2026
Resolution CR 26-66 | Discussion and Direction

WORKING DRAFT — NOT READY FOR EXECUTION

CR 26-66 is a working draft for Commission discussion and County Attorney and finance review. It contains unresolved choices and bracketed fields. Assignment of a resolution number does not mean the fund has been adopted or that transfers or expenditures are authorized.

Purpose of the proposal

Create a separately accounted fund to preserve eligible proceeds from sales of County-owned land and grants of exclusive easements for future County land purchases within Morgan County serving an authorized public purpose.

Proposed restrictions

As drafted, discretionary spending is limited to the purchase price of fee-title land acquisitions. Construction, maintenance, operations, payroll and transaction costs would require other lawful funding. Each sale, easement grant, purchase and budget action remains subject to separate review and approval.

Receipts subject to outside restrictions, repayment obligations or other legal commitments cannot be redirected merely by adopting this resolution. The draft calls for source-specific review before money enters the fund.

Decisions still needed

Confirm the fund’s accounting classification, code, responsible finance officer and any required capital plan; select gross or net deposits and any permitted deductions; establish rules for earnings and installment interest; and set the effective date and receipts commencement date.

Identify legally available initial receipts or transfers, complete Schedule 1, finalize the Exhibit A procedures, and determine the required budget amendment and hearing process. County Attorney, finance and Treasurer review must be completed before implementation.

Action requested at this stage

Provide direction on the draft’s purpose, restrictions and unresolved choices. Direct staff to complete the legal and accounting review and return finalized documents and any required budget action for Commission consideration. No specific land transaction or appropriation is requested through this cover page.

Suggested motion

I move to direct staff to continue developing working draft Resolution CR 26-66 in accordance with the Commission’s direction and return the completed fund resolution, implementation schedule, procedures and required budget action for future consideration.

Attachments

Working draft CR 26-66 and Schedule 1; proposed Exhibit A accounting and transaction procedures; draft budget amendment and adoption guide.

Morgan County Resolution CR 26-66

A RESOLUTION ESTABLISHING THE MORGAN COUNTY LAND ACQUISITION FUND

A resolution directing eligible proceeds from sales of County land and grants of exclusive easements into a separately accounted fund under the Morgan County Commission; limiting expenditures to purchases of land within Morgan County; and adopting accounting and transaction controls.

WHEREAS, Utah Code Section 17-63-808 authorizes special funds and lawful interfund transfers, and Sections 17-63-202 and 17-63-203 govern county fund accounting and budget controls; and

WHEREAS, the Commission intends to preserve eligible land-disposition proceeds for future County land purchases serving an authorized public purpose, without overriding statutes, existing legal obligations, or restrictions imposed by other parties; and

WHEREAS, establishment of a fund does not approve a property disposition, authorize a land purchase, or appropriate money;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

Section 1 Establishment and purpose

The Morgan County Land Acquisition Fund (Fund) is established as a separately accounted special fund under Commission oversight. Its sole discretionary spending purpose is payment of the purchase price to acquire land located within Morgan County for County ownership and an authorized County public purpose. The Fund is not a separate legal entity.

The accounting structure, specified purposes, and any required capital plan shall be identified in the completed Schedule 1 approved with this Resolution. The County finance officer and County Attorney shall confirm conformity with Utah Code Sections 17-63-203, 17-63-204 and 17-63-808 before implementation. This Resolution does not establish the levy-based cumulative capital reserve governed by Sections 17-63-803 through 17-63-805 or impose a tax.

Section 2 Covered receipts and existing restrictions

Subject to Section 3 and controlling law, the Fund shall receive eligible monetary consideration actually received by the County for sales of County-owned land and grants of exclusive easements over County-owned land on or after [RECEIPTS COMMENCEMENT DATE]. Installment principal is included when received. Earlier receipts may be moved only if separately identified, legally available, and approved in an adopted budget or budget amendment.

No receipt is eligible to the extent it must remain in another fund, be remitted or refunded, satisfy a lien or obligation, or be used for another purpose under law, grant terms, bond covenants, deed or donor restrictions, contracts, enterprise requirements, or other enforceable restrictions. Airport, recreation-grant, restricted enterprise, and similar proceeds require source-specific legal review. Tax-sale collections held for others, refundable deposits, and other custodial money are not Fund resources.

Section 3 Deposit basis and earnings

DECISION REQUIRED BEFORE ADOPTION: Deposit [GROSS / NET] eligible consideration. If NET, list every permitted disposition-cost deduction and its legal and budget authority: [CATEGORIES, LIMITS, APPROVAL AND FUNDING SOURCE].

Every transaction shall show gross consideration, each lawful deduction or required payment, and the amount allocated to the Fund. Selecting net deposits does not authorize costs that have not been separately approved and appropriated. Sale and easement receipts shall not be netted against an unrelated acquisition or expenditure.

DECISION REQUIRED BEFORE ADOPTION: Allocate Fund investment earnings and installment interest as follows, subject to controlling source restrictions: [EARNINGS RULE]; [INSTALLMENT INTEREST RULE].

For receipts other than installment principal, including exchange cash, damages, or settlements, the finance officer and County Attorney shall determine whether the amount is legally covered consideration, a refund or correction, or a different receipt requiring separate Commission action. Accounting labels shall reflect the transaction and prescribed classifications.

Section 4 Authorized purchases and prohibited uses

A payment from the Fund must be part of the purchase price for County acquisition of fee title to land within Morgan County, supported by a documented County public purpose, a sufficient lawful appropriation, and specific Commission approval of the parcel and maximum price. An approved earnest-money payment credited to that purchase price may be made under a contract reviewed by the County Attorney.

The Fund shall not pay for construction, improvements, maintenance, operations, equipment, payroll, debt service, loans, grants, or general administration. It shall not pay appraisal, survey, environmental-review, legal, title-insurance, brokerage, recording, financing, or other closing costs. Those costs require a separate lawful funding source unless the Commission first expressly amends this Resolution and approves the necessary appropriation. Purchasing an easement or another lesser property interest is not authorized by this Resolution.

No officer or employee may waive these limits, borrow from the Fund, pledge its balance, or transfer it for another discretionary purpose. Nothing in this Resolution authorizes retention of money not belonging to the Fund or prevents a refund, correction, remittance, or transfer legally required by controlling law. Such transactions require the documentation and approvals specified in Exhibit A.

Section 5 Separate transaction and budget approvals

Each land sale, exclusive-easement grant, and land purchase remains subject to its own legal review, valuation and due diligence, applicable public notice and hearing or comment requirements, Commission action, contract approval, and recording. This Resolution does not declare property surplus, select a buyer, determine fair value, approve a particular conveyance, or waive Morgan County Code Section 36.08 or applicable Utah law.

No receipt, reserve designation, contract negotiation, or account balance is an appropriation. Expenditures and transfers require an adopted budget or lawful amendment and compliance with Utah Code Sections 17-63-401 through 17-63-402 and 17-63-501 through 17-63-502, as applicable.

Section 6 Administration and procedures

The Land Acquisition Fund Accounting and Transaction Procedures, version [DATE OR IDENTIFIER], attached as Exhibit A, are adopted. The finance officer shall assign account codes, maintain source and parcel records, administer the budget, and prepare reports. The Treasurer shall perform the custody, deposit, investment, payment, and reconciliation duties assigned by law. The County Attorney shall review legal availability, restrictions, and transaction documents. These duties do not displace statutory responsibilities or required segregation of duties.

Section 7 Balance and appropriation carryforward

An eligible unspent Fund balance shall remain dedicated to this purpose while lawfully retained in the Fund. Appropriations lapse at the close of the budget period to the extent unexpended or unencumbered under Utah Code Section 17-63-203(4). Later spending requires appropriation for the applicable period. If the approved structure uses a capital-improvements reserve under Section 17-63-204(4), reserve disbursements shall occur only through the required transfer to a revenue account within the capital improvements fund in accordance with an appropriation.

Section 8 Amendment and lawful closeout

This Commission-imposed limitation is not an irrevocable restriction on future commissions. The Commission may change it by subsequent formal action of the type required by law, in a properly noticed public meeting, with any required budget action. No amendment may override an external or statutory restriction. Fund-balance classifications shall reflect applicable accounting standards rather than the Fund name.

Closure, remaining balances, and transfers are subject to Utah Code Section 17-63-808, including subsection (4) if the Fund is classified as a capital projects fund, and to all controlling obligations. The County Attorney and finance officer shall identify the lawful destination and required process before recommending closeout. No staff-directed discretionary closeout or redirection is authorized.

Section 9 Effective date and construction

This Resolution takes effect on [EFFECTIVE DATE]. Required budget actions, administrative setup, and transaction approvals must occur before transfers or expenditures. If a provision conflicts with controlling law, controlling law governs; the remaining provisions continue to the extent lawful. No repeal of another County enactment is implied.

PASSED AND ADOPTED this [DAY] day of [MONTH], [YEAR].

MORGAN COUNTY COMMISSION ATTEST:

_____ _____

[NAME], County Commission Chair [NAME], [CURRENT CLERK TITLE]

APPROVED AS TO FORM:

_____

[NAME], Morgan County Attorney

Commission member	Aye	Nay	Absent	Abstain
[NAME]	___	___	___	___
[NAME]	___	___	___	___
[NAME]	___	___	___	___
[NAME]	___	___	___	___
[NAME]	___	___	___	___

Schedule 1 Fund implementation record

Complete before adoption and retain with the signed Resolution. These fields identify implementation decisions; they do not authorize a transaction or substitute for the budget amendment.

Required field	Commission or officer entry
Resolution number and effective date	[RESOLUTION]; [DATE]
Receipts commencement date	[DATE]
Finance officer and statutory office	[NAME AND TITLE]
Fund code and prescribed classification	[CODE]; [CLASSIFICATION AND BASIS]
Required capital plan and specified purposes	[PLAN, PROJECTS, ESTIMATED COSTS AND ADOPTION REFERENCE, OR LEGAL BASIS IF NOT REQUIRED]
Capital reserve provisions if applicable	[SECTION 17-63-204(4) APPLICATION AND REQUIRED INTERNAL TRANSFER METHOD, OR NOT APPLICABLE]
Pooled cash or separate bank account	[LAWFUL ARRANGEMENT AND RESPONSIBLE OFFICER]
Gross or net deposit rule	[SELECTED RULE; APPROVED DEDUCTIONS IF ANY]
Investment earnings and installment interest	[RULES AND ANY SOURCE EXCEPTIONS]
Initial receipts or transfers	[SOURCE SCHEDULE AND BUDGET RESOLUTION; ENTER NONE IF NONE]
Procedures adopted as Exhibit A	[VERSION DATE OR IDENTIFIER]
Other enactments requiring express amendment	[IDENTIFY OR ENTER NONE AFTER REVIEW]

Preimplementation review

County Attorney review: _____ Date: _____
County finance officer review: _____ Date: _____
Treasurer setup review: _____ Date: _____

Attach the adopted Exhibit A procedures and any approved source schedule. Do not leave unresolved alternatives or bracketed decisions in the document presented for execution.

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

Email: kbecker@morgancountyutah.gov

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

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: 11/17/2026 **Time Requested:**

Name: Cindee Mikesell **Phone:** (801) 845-4012

Address: 48 West Young Street

Email: cmikesell@morgancountyutah.gov **Fax:**

Associated County Department: Clerk/Auditor

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Canvassing for General Election 2026

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	☑
DECISION	☐
BOTH	☐
INFORMATION ONLY	☑

MORGAN COUNTY COMMISSION

Election Security Upgrade Grant Reimbursement Agreement

November 17, 2026 | Discussion and Decision

Requested action
Approve the State of Utah Office of the Lieutenant Governor HAVA Federal Grant Fund agreement for State Fiscal Year 2027 and authorize the County Commission Chair to sign through DocuSign to support reimbursement requests for eligible election security upgrades.

Purpose
The agreement establishes the conditions under which Morgan County may request reimbursement from Utah's federal Help America Vote Act election security funds. The attached reimbursement materials relate to the County Clerk's addition and associated election security improvements.

Financial impact
The reimbursement schedule identifies $671,399.05 in allocated project costs. This is the cost basis submitted for consideration, not an awarded grant amount. The State will determine eligible costs and the reimbursement percentage; no award is guaranteed. Any unreimbursed portion remains the County's responsibility.

Agreement period and documentation
The agreement states an effective date of July 1, 2026, and termination date of June 30, 2027, with eligible costs incurred during that period. The attached reimbursement schedule instead begins April 1, 2026. Staff must resolve this discrepancy with the State and obtain written authorization for any earlier costs before including them as eligible under the executed agreement.

The County must complete required training and certifications, maintain applicable registration, and provide supporting invoices, receipts, contracts and expenditure explanations required by the agreement.

Signature process
If approved, the signature request will be sent through DocuSign to the Morgan County Commission Chair. The agreement is not fully executed until all required parties have signed. Staff will retain the completed agreement and coordinate reimbursement submissions and reporting.

Suggested motion
I move to approve the State Fiscal Year 2027 HAVA Federal Grant Fund agreement with the Utah Office of the Lieutenant Governor and authorize the County Commission Chair to sign through DocuSign, subject to clarification of the eligible cost period and completion of required County information, training and certifications.

Attachment
State of Utah HAVA Federal Grant Agreement and election security reimbursement materials.

STATE OF UTAH GRANT AGREEMENT
OFFICE OF THE LIEUTENANT GOVERNOR

HAVA FEDERAL GRANT FUND
State Fiscal Year 2027

1. **GRANT AGREEMENT PARTIES:** This HAVA Federal Grant Agreement (this "Agreement") is between the State of Utah, Office of the Lieutenant Governor ("Grantor"), and Morgan County ("Grantee").
2.

Grantor: **Office of the Lieutenant Governor**
350 N. State Street, Suite 220
Salt Lake City, UT 84114

Grantee: **Morgan County Clerk**
48 West Young St, Room 18
PO Box 886
Morgan, UT 84631
sam.gov unique entity ID: ____

3. **DISBURSEMENT SCHEDULE:**
Upon execution of this Agreement, the Grantee shall be eligible to apply for a portion of Utah's federal Help America Vote Act (HAVA) grant award. Funds shall be available subject to the State's federal requirements pursuant to HAVA and Grantor's discretion. Grantee must also comply with all applicable HAVA funds reimbursement training requirements that may be imposed by Grantor.

4. **GENERAL PURPOSE OF AGREEMENT:**
The State of Utah received HAVA election security funding from the Federal Elections Assistance Commission (EAC). This funding was awarded through the Assistance Listing Number (ALN) 90.404 and Federal Award Identification Number (FAIN) EAC-ELSEC18UT. At the discretion of the state, the state may grant a portion of that funding to county election offices or other sub-recipients. The purpose of this Agreement is to notify the Grantee of federal requirements for accepting and using HAVA grant money that has been awarded to Utah.

5. **AGREEMENT PERIOD:**
Effective Date: July 1, 2026
Termination Date: June 30, 2027
Renewal: A new agreement must be executed annually.

Period of Performance: The Grantee may use funds to cover eligible costs incurred during the period that begins on July 1, 2026 and ends on June 30, 2027

Unless either party terminates this Agreement in accordance with the terms and conditions herein, this Agreement will remain in effect for the entire term. Unless explicitly stated, any amendment made to this Agreement shall not affect the agreement period.

6. **AGREEMENT AMOUNT:** The Grantor shall authorize a percentage of the total amount of funding requested to perform an eligible activity. The percentage authorized shall vary based on criteria described in Attachment A. The final decision shall be made by senior staff of the Grantor. All expenditures and activities by Grantee must be eligible for HAVA grant funding, and must occur before this Agreement terminates. Funding must not be used for purposes contrary to federal laws.

STATE OF UTAH GRANT AGREEMENT
OFFICE OF THE LIEUTENANT GOVERNOR
HAVA FEDERAL GRANT FUND
State Fiscal Year 2027

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:
Attachment A – DOCUMENTATION REQUIRED AND AWARD MATCHING CRITERIA
Attachment B – REPORTING REQUIREMENTS
Attachment C – TERMS AND CONDITIONS

Any conflicts between Attachment C and any other Attachments will be resolved in favor of Attachment C.

8. AGREEMENT EXECUTION:
Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is valid and authorized.

The Grantee also represents by signing this agreement that they have viewed the training materials provided by the Grantor.

This Agreement is binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties have signed this Agreement.

BY SIGNING THIS AGREEMENT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

GRANTOR:	**GRANTEE:**
Office of the Lieutenant Governor	Morgan County
Name:_____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF UTAH GRANT AGREEMENT
OFFICE OF THE LIEUTENANT GOVERNOR
HAVA FEDERAL GRANT FUND
State Fiscal Year 2027

ATTACHMENT A
DOCUMENTATION REQUIRED AND AWARD MATCHING CRITERIA

Before HAVA money may be distributed to the grantee, the appropriate county official must (1) review the training provided by the Governor's Office of Budget and Planning and (2) sign a memo of understanding regarding the funds annually.

Eligible Activities

Below are some eligible expenses allowed by HAVA. All activities must directly improve election administration, accessibility, security or voter participation. Final decisions are the discretion of the Grantor.

Voting systems & equipment	Election administration personnel	Poll worker recruitment & Training	Accessibility and ADA compliance
Provisional balloting	Cybersecurity & election security	Voter Education and outreach	Supplies & materials

Documentation

Required documentation that may be relevant. This list follows the EAC Cost Documentation Guidance and 2 CFR §200.302.

Receipts/Paid invoices	Approved timesheets	Pre-authorization records
Travel documentation	Contracts & procurement records	SAM.gov verification

Matching criteria/ranges - subject to Grantor review and discretion:

The Grantor uses the following criteria to determine the percentage of matching funds that will be awarded.

No award of funds is guaranteed to be approved by the Grantor. The following ranges are guidance and subject to the necessity of the project..

Up to 90% - Awarded based on the necessity of the project. Consideration is also given to projects that are implementing brand new infrastructure.

Up to 85% - Awarded based on the necessity of the project. Consideration is given to projects that are replacing aging and obsolete equipment.

Up to 75% - Awarded based on the necessity of the project. Consideration is given to projects that are upgrading equipment and infrastructure that still have a useful life.

STATE OF UTAH GRANT AGREEMENT
OFFICE OF THE LIEUTENANT GOVERNOR

HAVA FEDERAL GRANT FUND
State Fiscal Year 2027

ATTACHMENT B:
REPORTING REQUIREMENTS

Application process

1. The Grantee must submit a request on the form as prescribed by the Grantor.
2. Supporting documentation must be submitted, which includes copies of all receipts, invoices, timesheets and contracts.
3. A brief description of how each expenditure relates to an eligible HAVA activity must be submitted.
4. Signed certification on the application.
5. **PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Grantee will provide the information and reports required by this agreement and any additional information or reporting that may be required by the Grantor.

6. **REQUIRED REPORTS:**

    a. **PERFORMANCE MEASURES:** As outlined in state code provision *63G-6b-201,* the Governor's Office of Planning and Budget (GOPB) in partnership with the Grantee may annually be required to report to the legislature annual deliverables and performance metrics as defined in Attachment A.
    b. **SINGLE AUDIT:** If the Grantee expends federal funding, from this grant and other grants, that exceed single audit thresholds in any fiscal year, the Grantee is required to conduct a single audit and submit the results of that audit to the Federal Audit Clearinghouse.

STATE OF UTAH GRANT AGREEMENT
OFFICE OF THE LIEUTENANT GOVERNOR

HAVA FEDERAL GRANT FUND
State Fiscal Year 2027

ATTACHMENT C:
TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   - **a.** "**Agreement**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
   - **b.** "**Grantee**" means the county. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
   - **c.** **"Grantor"** means the State of Utah. The term "Grantor" includes the Office of the Lieutenant Governor.
   - **d.** "**Grant Monies**" means federal Help America Vote Act ("HAVA") funds granted to the State of Utah from the Election Assistance Commission ("EAC") distributed through the Office of the Lieutenant Governor.
   - **e.** "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act ("**GRAMA**") or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be treated as non-public under federal and State laws.
   - **f.** "**Project**" means the work identified the application and awarded funds based on the criteria in ATTACHMENT A: DOCUMENTATION REQUIRED AND AWARD MATCHING CRITERIA.
   - **g.** "**State**" means the State of Utah, Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.

2. **MATCH REQUIREMENT:** Matching requirements are subject to laws and regulations governing the HAVA funds. These terms and conditions may be found at eac.gov/grants/election-security-funds.

3. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to release funds to Grantee upon approval of the project subject to terms and conditions stated in this agreement.

4. **PERMISSIBLE USE OF FUNDING:**
   - **a.** Funds awarded as part of this Agreement can only be used for expenditures directly related to projects eligible for HAVA grants (which eligibility requirements are set out at eac.gov.). The project must be completed prior to requesting an award.
   - **b.** Grantee may not loan, grant, or collateralize the monies without prior written approval of the State.
   - **c.** Funds shall be used in accordance with 2 CFR Part 200 and other applicable federal laws and regulations.

5. RECOUPMENT OF FUNDS

If state or federal audit or deck review findings determine that any funds awarded under this Agreement and expended by the Grantee violate the terms of the HAVA award or this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.

6. PERIOD OF PERFORMANCE

The period of performance for this award shall be in accordance with Paragraph 5 ("Agreement Period") of the Grant Agreement.

7. REPORTING ON THE USE OF FUNDS

The Grantee agrees to the reporting requirements as explained in ATTACHMENT B: REPORTING REQUIREMENTS

8. GRANTEE MONITORING

The Grantee agrees to comply with monitoring by the State of all programmatic and financial activity in relation to the approved project. Post-award monitoring may be conducted to determine the Grantee's progress towards implementing the planned award activities, review compliance with relevant laws and regulations, and provide technical assistance as needed. The Grantee assumes responsibility for ensuring that copies of all reports and correspondence are maintained and are accurate and complete.

9. LAWS AND REGULATIONS:

Grantee understands and agrees to comply with reporting requirements stated in 51-2a-201 as applicable. Before receiving any Grant Monies, Grantee shall provide all documentation required. Grantee acknowledges that the State may withhold or demand return of Statewide Grant Monies if the Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least semiannually detailing the expenditure of Grant Monies.

10. RECORDS ADMINISTRATION: Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Agreement, (ii) Grantee's performance of this Agreement terms and milestones, and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Monies received by Grantee as a result of this Agreement and to verify that Grantee's use of the Grant Monies is appropriate and has been properly reported.

11. **CONFLICT OF INTEREST:** Grantee represents that no material conflict of interest exists in relation to its receipt of Grant Monies under this Agreement and that none of Grantee's officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

12. **AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement.

13. **TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Grant Monies to Grantee. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement.

14. **NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Grantee's ability to perform under this Agreement, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:
    - **a.** Material change in the amount and type of facilities, assistance, or staff Grantee provides to facilitate this Agreement; or
    - **b.** Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Agreement.

15. **NON APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

16. **REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Grant Monies. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Agreement.

17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Grantee may not loan, grant, or collateralize the Grant Monies without prior written approval of the State.

18. **PUBLIC INFORMATION:** This Agreement may be classified as a public record in accordance with GRAMA. Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices, available in accordance with GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

19. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, and partners of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty

of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.

20. INDEMNITIES:

- **a. For Governmental Entity Grantees:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
- **b. Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
- **c. Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Grantee or anyone for whom Grantee is liable.

21. OWNERSHIP IN INTELLECTUAL PROPERTY: Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.

22. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment C; (ii) Local Administrative Advisor Grant with signature(s); (iii) Attachment A regarding documentation; (iv) Attachment B regarding reporting; (v) the State's additional terms and conditions, if any; (vi) any other document listed or referenced in Agreement; and then (vii) Grantee's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.

23. GOVERNING LAW AND VENUE: This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

24. SURVIVAL OF TERMS: Termination or expiration of this Agreement will not extinguish or prejudice the State's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured.

25. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Agreement will not affect the validity or enforceability of any other provision, term, or condition of this

Agreement, which will remain in full force and effect.

26. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties regarding HAVA grant funding.

27. **SAM.GOV REGISTRATION STATUS:** The Grantee shall maintain an active Unique Entity ID (UEI) on the sam.gov system. The Grantee shall not be debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. The Grantee must notify the Grantor within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this agreement.

Election Security Reimbursement Invoice

HAVA Federal Grant Fund | State Fiscal Year 2027

FROM AND REMIT TO
Morgan County Clerk
48 West Young St, Room 18
PO Box 886
Morgan, UT 84631

BILL TO
Office of the Lieutenant Governor
350 N. State Street, Suite 220
Salt Lake City, UT 84114

Invoice number: _____ Invoice date: November 12, 2026
Grant agreement number: _____ County UEI: _____

Project: Morgan County Clerk's Addition
Contractor: Adams Construction Services, Inc.
Supporting application: No. 9, period through October 29, 2026
Grant performance period: April 1, 2026 through June 30, 2027

Description	Project cost allocation
Original contract marked costs	$509,472.58
Additional project costs	$33,602.57
Approved change requests marked costs	$128,323.90
Total allocated project costs	$671,399.05
State approved reimbursement percentage	_____ %
Reimbursement amount requested	$_____

Authorized County representative: _____
Title: _____ Date: _____

Cost Allocation Schedule

Application No. 9 through October 29, 2026

Item	Description	Completed cost	Share	Project amount
1	Demo	$47,725.00	100%	$47,725.00
2	Earthwork	$23,462.00	40%	$9,384.80
3	Concrete Footing and Foundation	$51,996.10	40%	$20,798.44
4	Masonry Smooth Face CMU Block	$60,625.00	40%	$24,250.00
5	Metals	$41,227.50	40%	$16,491.00
6	Woods and Plastics	$18,500.00	40%	$7,400.00
7	Thermal and Moisture Protection	$62,325.00	100%	$62,325.00
8	Doors and Windows	$35,750.00	40%	$14,300.00
9	Finishes	$89,894.00	100%	$89,894.00
10	Specialties	$50,180.00	100%	$50,180.00
11	Electrical	$36,833.00	100%	$36,833.00
12	HVAC Mini Split Systems	$40,500.00	100%	$40,500.00
13	Exterior Improvements	$5,175.00	100%	$5,175.00
14	Utilities	$19,952.50	100%	$19,952.50
15	Engineered Plans	$48,125.00	100%	$48,125.00
16	Special Inspections	$3,500.00	100%	$3,500.00
17	Contingency	$31,597.10	40%	$12,638.84
CO 1	Footing and Foundation next to existing building	$46,500.00	40%	$18,600.00
CO 2	Relocate Condenser Unit and Replace two new units	$52,633.20	100%	$52,633.20
CO 3	Ballot Room Shelving	$4,579.00	100%	$4,579.00
CO 4	Transaction Counter	$31,137.50	100%	$31,137.50
CO 5	Safer Room and Closet Remodel	$16,846.00	20%	$3,369.20
CO 6	Storage Room Cabinets	$9,725.00	100%	$9,725.00
CO 7	Additional Data Lines and backing material	$3,928.00	100%	$3,928.00
CO 8	Landscaping M and Metal Edging	$10,880.00	40%	$4,352.00
			Original contract subtotal	$509,472.58
			Change request subtotal	$128,323.90
			Total allocated project costs	$637,796.48

Additional Project Costs

Separate Adams Construction Services invoices

Invoice and date	Description	Invoice total	Project amount
1473 | 04/15/2026	Old vault demolition and remodel	17,319.65	14,319.65
1476 | 04/21/2026	Ballot processing room asbestos abatement	7,729.72	7,729.72
1516 | 08/07/2026	Clerk office and safe room asbestos abatement and testing	9,238.20	9,238.20
1479 | 04/30/2026	Structural, building code and energy code plan review	1,450.00	1,450.00
1486 | 05/20/2026	Utopia fiber conduit and Starlink cable relocation	865.00	865.00
Additional costs subtotal			$33,602.57

Morgan County, UT Local Hazard Mitigation Plan

October 2026



Executive Summary

Background

Morgan County is defined by its mountain landscapes, river corridors and close-knit communities along the Wasatch Front. Situated between steep canyon terrain and the Weber River floodplain, the County's geography contributes both to its high quality of life and to its exposure to natural hazards. Wildfire in the wildland–urban interface, flooding along the Weber River and its tributaries, dam failure, landslides and erosion, seismic activity associated with the Wasatch Fault system, drought, severe winter storms, and other natural hazards shape the County's risk profile.

Since adoption of the FEMA-approved 2021 Hazard Mitigation Plan, Morgan County has continued to grow, particularly in Mountain Green, Morgan Valley, and west-side unincorporated areas. Residential development in foothill and canyon areas has increased the number of homes, businesses, and critical facilities exposed to wildfire, slope instability, and limited ingress and egress routes. At the same time, transportation corridors, water systems, energy infrastructure, and public facilities are experiencing greater demand, underscoring the importance of resilience planning.

Advances in hazard mapping, modeling, and data availability now provide more detailed insight into local risk conditions than was available in 2021. These tools, combined with updated demographic and development trends, support a more refined understanding of where people, property, and infrastructure are most vulnerable.

The 2026 Morgan County Hazard Mitigation Plan Update builds upon the foundation established in 2021 while reflecting current conditions, updated data, and lessons learned. It reaffirms the County's commitment to proactive, long-term strategies that reduce disaster risk, protect public safety, and support sustainable growth across Morgan County.

Purpose

The purpose of the 2026 Morgan County Local Hazard Mitigation Plan (LHMP) Update is to identify, prioritize, and guide the implementation of long-term actions that reduce risk to people, property, infrastructure, and the natural environment from natural hazards. The Plan fulfills the requirements of the Disaster Mitigation Act of 2000 and FEMA's hazard mitigation planning regulations (44 CFR §201.6), ensuring the County and participating jurisdictions remain eligible for federal mitigation funding. This update aligns with FEMA's 2025 Local Mitigation Planning Policy Guide and Local Mitigation Planning Handbook, as well as applicable Utah hazard mitigation planning requirements. Beyond compliance, the Plan serves as a strategic framework to integrate hazard mitigation into land-use decisions, capital improvement planning, infrastructure investment, and interagency coordination, supporting informed policymaking and sustainable growth across Morgan County.

Plan Goals

The mitigation goals established in the FEMA-approved 2021 Morgan County Hazard Mitigation Plan were reviewed as part of this update and determined to remain relevant to current risk conditions, growth patterns, and community priorities. The plan participants have carried forward these goals without modification. Collectively, they focus on protecting life and property, reducing vulnerability of critical infrastructure and essential services, strengthening interagency coordination and public awareness, and integrating hazard mitigation into land-use planning and capital investment decisions.

Plan Development

The 2026 Morgan County Hazard Mitigation Plan Update was developed through a coordinated, multi-jurisdictional process led by Morgan County in partnership with Morgan City and Morgan School District, with input from local departments, emergency services, infrastructure providers, and regional partners. The planning team reviewed updated hazard data, demographic and development trends, and infrastructure conditions; evaluated progress on actions adopted in 2021; and reassessed local regulatory and programmatic capabilities.

Plan Update and Changes

The 2026 Update reflects changes in development patterns, hazard information, and implementation progress since the 2021 Plan was adopted. Morgan County has experienced continued residential growth, particularly in foothill, canyon-adjacent, and west-side areas, increasing exposure to wildfire, flood, slope instability, and transportation access constraints. Updated hazard mapping, modeling tools, and improved data availability now provide more detailed insight into localized risk conditions, allowing for a more refined assessment of vulnerability. No changes in priorities were identified by the plan participants for this plan update, but actions have been re-prioritized as applicable.

Plan Use and Organization

The Morgan County Hazard Mitigation Plan serves as both a regulatory compliance document and a practical implementation guide for decision-makers. County departments, elected officials, and participating jurisdictions will use the Plan to inform land-use decisions, guide capital improvement planning, support infrastructure investments, coordinate interagency efforts, and pursue state and federal mitigation funding. The Plan is organized as a base plan supported by three jurisdiction-specific annexes: Morgan County, Morgan City, and Morgan School District. Each annex includes a focused assessment of local hazards, jurisdiction-specific capabilities, and a tailored mitigation action plan that identifies responsible agencies, priorities, and implementation timeframes. This structure ensures that mitigation strategies are clearly aligned with each jurisdiction's authority, operational responsibilities, and risk conditions while maintaining a coordinated countywide framework.

Table of Contents

Section 1: Planning Process and Participation 1

Pre-Analysis 1
Planning Process Methodology 2
Participation 4
Plan Update and Development 10

Section 2: Community Profile 12

Setting and Location 12
History 14
Climate 15
Demographics 17
Housing and Development 20
Economy 23
Infrastructure 25
Vulnerable Populations 27

Section 3: Risk Assessment and Hazard Profiles 31

Purpose of the Risk Assessment 31
Identifying Hazards 31
Risk Assessment Matrix and Methodology 34
Avalanche 40
Dam Failure 51
Drought 60
Earthquake 71
Erosion 84
Extreme Cold 92
Flood 101
Hail 112
High Wind 119
Landslides 134
Problem Soils 144

Radon 149
Snowstorm 158
Wildfire 166

Section 4: Mitigation Strategy 183
Introduction 183
Vision, Goals, and Objectives 183
Mitigation Action Prioritization 185
Hazard Mitigation Actions 186
Considered Mitigation Actions 188

Section 5: Plan Maintenance and Implementation 190
Implementation 190
Integration with Existing Plans 191
Plan Monitoring 191
Plan Evaluation 192
Plan Update 192
Continued Public Involvement 192

Unincorporated Morgan County Annex 195
Introduction 195
Critical Infrastructure and Key Resources 196
Hazard Identification 197
Vulnerability Analysis 197
Capability Assessment 214
Mitigation Strategy 222
Plan Integration 237
Plan Maintenance 238

Morgan City Annex 241
Introduction 241
Critical Infrastructure and Key Resources 242
Hazard Identification 242
Vulnerability Analysis 243
Capability Assessment 257

Mitigation Strategy 268
Plan Integration 281
Plan Maintenance 282

Morgan School District Annex 285
Introduction 285
Critical Infrastructure and Key Resources 285
Hazard Identification 286
Vulnerability Analysis 287
Capability Assessment 298
Mitigation Strategy 307
Plan Integration 317
Plan Maintenance 318

List of Figures

Figure 1: Multijurisdictional Hazard Mitigation Planning Process 3
Figure 2 Public Survey Posted in Morgan City 9
Figure 3: Morgan County Planning Area Overview 13
Figure 4: Land Cover in Morgan County 14
Figure 5: Morgan County Population Density 19
Figure 6: Land Ownership in Morgan County 21
Figure 7: Social Vulnerability Index for Morgan County 30
Figure 8: North American Public Avalanche Danger Scale 43
Figure 9: Danger Rose Diagram 44
Figure 10: Past Avalanche Incidents Near Morgan County 46
Figure 11: Utah's Current Avalanche Danger Ratings 49
Figure 12: Dam Locations In Morgan County 53
Figure 13: Dam Inundation Areas 55
Figure 14: Impacts of Meteorological Drought 61
Figure 15: Drought Classification 63
Figure 16: Map of Drought Monitor Conditions in Utah, November 25, 2025 63
Figure 17: Drought Impacts on Agriculture in Morgan County 64
Figure 18: U.S. Drought Monitor Time Series, Morgan County Drought Conditions, 2001–2025 66
Figure 19: Seasonal Drought Forecast for the Intermountain West, September–November 2025 67
Figure 20: Impact of Higher Temperatures in Utah 69
Figure 21: Northern Utah Climate Variability and Prediction 70

Figure 22: Western Section of North American Plate Diagram in Utah 72
Figure 23: Conceptual Diagram of Wasatch Fault Rupture Cross Section in the Salt Lake Valley 72
Figure 24: Location Fault Lines, Morgan County 73
Figure 25: Earthquake Epicenters, Morgan County, 1850–2025 77
Figure 26: Earthquakes Near Wasatch Front Urban Area, January–October 2025 79
Figure 27: Earthquake Information for Morgan County, Risk Level, Total, and Probability 81
Figure 28: Wasatch Fault and Segments 82
Figure 29: Ground Shaking Potential, Morgan County 83
Figure 30: Soil Erosion Hazard in Morgan County 87
Figure 31: Frostbite and Hypothermia Actions 92
Figure 32: National Weather Service's Extreme Cold Watch and Warning 94
Figure 33: National Weather Service Windchill Chart 95
Figure 34: Frostbite Onset Chart 96
Figure 35: Utah Observed Number of Very Cold Nights Time Series, 1900–2020 97
Figure 36: Freezing Temperature Table for Morgan County 98
Figure 37: National Risk Index Map of Cold-Wave Risk for Morgan County and Surrounding Counties 100
Figure 38: Morgan County Average Daily Maximum Temperatures Observed and Projected, 2010–2040 100
Figure 39: Morgan County Flood Hazard Areas 105
Figure 40: NOAA NWS Hail Size Comparison Chart 115
Figure 41: StormerSite Hail Reports for Morgan, Utah 2025 117
Figure 42: National Risk Index Hail Risk Map for Morgan County 118
Figure 43: Conceptual Structure of a Derecho Windstorm 120
Figure 44: National Weather Service Thunderstorm Wind Gust Hazards Risk Level 124
Figure 45: National Risk Index Tornado Risk Map for Morgan County 127
Figure 46: National Risk Index Strong Wind Risk Map for Morgan County 128
Figure 47: Annual Tornado Trends in Utah 128
Figure 48: Utah Monthly Distribution of Tornadoes 129
Figure 49: Utah Tornado Intensity Distribution 129
Figure 50: Typical Landslide Components 134
Figure 51: Major Types of Landslides 135
Figure 52: County Facilities in Landslide-Susceptible Areas 137
Figure 53: Landslide Activity in Morgan County 139
Figure 54: Drone Images of Trappers Loop Bend (SR-167) Rotational Landslide 140
Figure 55: Photo of 2023 Mountain Green Landslide 141
Figure 56: National Risk Index Landslide Risk Map for Morgan County 143
Figure 57: How Radon Enters a Home 149
Figure 58: Utah Radon Statistics 150
Figure 59: Recent Recorded Radon Levels in Utah, Morgan County Circled 151
Figure 60: Morgan County Radon Levels by ZIP Code 154
Figure 61: Morgan County Percent of Radon Tests by Year and Test Results 156
Figure 62: Utah Lung Cancer Deaths Attributable to Radon 157
Figure 63: Drinking Water Watershed Risk and Population Exposure, Morgan County 166

Figure 64: Spatial Distribution of Drinking Water Watershed Risk and Population Exposure, Morgan County ... 169
Figure 65: Wildfire Hazard Potential ... 170
Figure 66: Historic Fire Perimeters, Morgan County ... 174
Figure 67: Burn Probability in Acres, Morgan County ... 177
Figure 68: Burn Probability, Morgan County ... 178
Figure 69: Wildfire Likelihood, Morgan County ... 179
Figure 70: Probability of Extreme Fire Behavior, Morgan County ... 180
Figure 71: Risk Reduction Zones, Morgan County ... 181
Figure 72: Wildfire Structure Exposure and High-Risk Wildland–Urban Interface, Morgan County ... 182
Figure 73: Morgan City Population Statistics 2010–2020 ... 241
Figure 74: Wasatch Front Regional Council Projection versus U.S. Census Bureau Projection ... 254
Figure 75: Morgan City Water Resources with Special Flood Hazard Areas ... 256

List of Tables

Table 1: Planning Team Meetings ... 3
Table 2: Plan Participants ... 4
Table 3: Stakeholders Invited to Participate ... 5
Table 4: Stakeholders that Participated in the LHMP Update ... 7
Table 5: Average Temperature and Precipitation by Month in Morgan County ... 16
Table 6: Housing and Occupancy Data for Morgan County, 2023 ... 23
Table 7: Employment by Sector ... 25
Table 8: Social Vulnerability Index ... 29
Table 9: National Risk Index Hazards Inclusion in the 2026 Morgan County LHMP ... 32
Table 10: CPRI Component Weighted Values ... 35
Table 11: Countywide CPRI Table for 2026 Morgan County Local Hazard Mitigation Plan ... 36
Table 12: 2026 Morgan County Local Hazard Mitigation Risk Level Summary ... 38
Table 13: Probability of Future Events ... 38
Table 14: Dams in Morgan County ... 52
Table 15: Summary of Future Dam Failure Risk Factors ... 59
Table 16: Morgan County Water Supply Overview ... 62
Table 17: Palmer Drought Severity Index Classification and Range ... 64
Table 18: Significant Drought Events in Morgan County (2000–2025) ... 65
Table 19: Fault Zones in Morgan County ... 74
Table 20: Magnitude/Intensity Comparison for Earthquakes ... 75
Table 21: Summary of Future Risk Factors ... 91
Table 22: Typical Coldest Temperatures and Cold-Pool Behavior by Terrain Zone in Morgan County ... 93
Table 23: Selected Multiday Cold Spells in Morgan County, 2000–2025 ... 96
Table 24: Flood Severity and Impacts ... 107
Table 25: Representative Flood Events in Morgan County, 1983–2025z ... 108

Table 26: Future Probability Assessment 111
Table 27: Hail Exposure in Morgan County 113
Table 28: The H Scale 114
Table 29: Hail Size and Diameter Descriptions 115
Table 30: Recorded Hail Events in Morgan County, 2000–2025 116
Table 31: Typical Wind Exposure by Area 121
Table 32: Enhanced Fujita Scale 122
Table 33: Beaufort Wind Scale 125
Table 34: Wind Severity in Morgan County 126
Table 35: Selected Historical High-Wind Events – Morgan County and Vicinity 130
Table 36: Estimated Recurrence of Damaging Wind Events in Morgan County 131
Table 37: Probability and Severity Summary 133
Table 38: Radon-Attributable Fatalities in Utah Since 1973 153
Table 39: WSSI Descriptors and Severity Impacts 162
Table 40: WSSI Components 162
Table 41: Summary of Snowstorm Events 2000–2025 164
Table 42: Suppression Difficulty Index for Morgan County 167
Table 43: Morgan County Wildfire Hazard Potential Dataset 171
Table 44: Mitigation Action Plan Components 187
Table 45: Considered Mitigation Actions 188
Table 46: Hazards Identified and Exceptions for Morgan County 197
Table 47: Critical Facilities in Dam Inundation Boundaries 200
Table 48: Assets Exposed to Dam Failure 201
Table 49: Structures in Erosion Hazard Areas 204
Table 50: Structures in Landslide-Susceptible Areas 208
Table 51: Structures in High-to-Extreme Wildfire Exposure Areas 211
Table 52: Morgan County (unincorporated areas) Planning Capabilities 214
Table 53: Morgan County (unincorporated areas) Regulatory Capabilities 215
Table 54: Morgan County (unincorporated areas) Administrative Capabilities 216
Table 55: Morgan County (unincorporated areas) Technical Capabilities 217
Table 56: Morgan County (unincorporated areas) Financial Capabilities 218
Table 57: Morgan County (unincorporated areas) Education and Awareness Capabilities 218
Table 58: Morgan County (unincorporated areas) NFIP Status 219
Table 59: Morgan County (unincorporated areas) Opportunities for Improvement 221
Table 60: Morgan County (unincorporated areas) Mitigation Actions Status Updates 222
Table 61: 2026 Mitigation Actions for Morgan County (unincorporated areas) 229
Table 62: Hazards Identified and Exceptions for Morgan City 242
Table 63: Structures in Erosion Hazard Areas 246
Table 64: Morgan City Planning Capabilities 258
Table 65: Morgan City Regulatory Capabilities 258
Table 66: Morgan City Administrative Capabilities 260
Table 67: Morgan City Technical Capabilities 261
Table 68: Morgan City Financial Capabilities 262

Table 69: Plan Participant Name Education and Awareness Capabilities 263
Table 70: Morgan City NFIP Status 265
Table 71: Morgan City Opportunities for Improvement 267
Table 72: Morgan City Prior Mitigation Actions Status Updates 268
Table 73: 2026 Mitigation Actions for Morgan City 271
Table 74: Hazards Identified and Exceptions for Morgan School District 286
Table 75: Morgan School District Planning Capabilities 298
Table 76: Morgan School District Regulatory Capabilities 299
Table 77: Morgan School District Administrative Capabilities 300
Table 78: Morgan School District Technical Capabilities 301
Table 79: Morgan School District Financial Capabilities 301
Table 80: Morgan School District Education and Awareness Capabilities 303
Table 81: Morgan School District NFIP Status 304
Table 82: Morgan School District Opportunities for Improvement 305
Table 83: Status of Mitigation School District Actions 307
Table 84: 2026 Mitigation Actions for Morgan School District 309

THIS PAGE INTENTIONALLY LEFT BLANK

Section 1: Planning Process and Participation

An effective and inclusive planning process for the Morgan County Local Hazard Mitigation Plan (LHMP) is critical to ensure the updated plan utilizes the best available data, includes all necessary stakeholders, engages the public, and reflects local capabilities, values, and priorities. Through a collaborative update process, Morgan County, Morgan City, Morgan School District, and other stakeholders identified relevant hazards, analyzed hazard risks, engaged the public, and prioritized mitigation actions to reduce the risks of future hazard events.

The 2026 Morgan County LHMP was developed in accordance with the regulations outlined in the Disaster Mitigation Act of 2000 (DMA 2000), Title 44 of the Code of Federal Regulations (44 CFR), and the FEMA 2025 Local Mitigation Planning Policy Guide. FEMA requires participants to document how the plan was updated, including who was involved, how they were provided the opportunity to participate, and changes that were made in comparison to the previous plan. Participation by the public and stakeholders was critical throughout the entire update process and is described in detail in this section.

This section provides details on development and changes to each of the major sections in the plan: the risk assessment, capability assessment, mitigation strategy, implementation and maintenance, and plan adoption. This section also documents how the 2026 update differs from the 2021 Morgan County Pre-Disaster Mitigation Plan, including updates to hazard data, revised vulnerability analyses, expanded capability assessments, updated mitigation actions, and enhanced public and stakeholder engagement.

Pre-Analysis

Before hazard identification and analysis can begin, resources must be gathered to form an initial understanding of natural hazards in Morgan County. This foundational understanding informs the scope of the rest of the mitigation planning process. The pre-analysis phase consists of gathering information from state, regional, and local documents; organizing the Planning Team; and hosting the kickoff meeting for the HMP update.

Document Review

A critical first step in hazard mitigation planning is the review and incorporation of existing plans, studies, reports, and technical information. This is an opportunity to incorporate the best available data at the time of the plan update into the plan. Incorporating existing resources into the plan also ensures alignment with ongoing state and local initiatives. Some resources include the following:

- Local Mitigation Planning Policy Guide (FEMA, 2025)
- 2021 Morgan County Pre-Disaster Mitigation Plan

- 2024 Utah Enhanced State Hazard Mitigation Plan
- 2010 Morgan County General Plan

Consistent with FEMA's 2025 Local Mitigation Planning Policy Guide, the Planning Team prioritized the use of the best available data at the time of the update, including the most current federal, state, regional, and local datasets, reports, and modeling resources relevant to Morgan County and participating jurisdictions.

Planning Process Methodology

Funding

The 2025 Morgan County LHMP has been successfully funded through the FEMA Hazard Mitigation Grant Program (HMGP) and local match contributions provided by participating jurisdictions. Funding sources and match requirements were coordinated through Morgan County Emergency Management in accordance with FEMA planning grant requirements. This funding will enable the implementation of essential hazard mitigation strategies to reduce the plan participant's vulnerability to natural disasters and other emergencies. The collaboration between HMGP and plan participants underscores the commitment to proactive disaster risk reduction and resilience building. This funding structure supports the development of a single, coordinated multijurisdictional plan rather than separate jurisdiction-specific planning efforts.

Schedule

Hazard mitigation planning in the United States is guided by the statutory regulations described in the Disaster Mitigation Act (DMA) 2000 and implemented through 44 Code of Federal Regulations (CFR) Parts 201 and 206. FEMA's guidelines outline a four-step planning process for developing and approving HMPs.

A planning process was created to develop the HMP based on the various federal guidance documents and regulations. Figure 1 shows the four major components of the HMP planning process: organizing resources, assessing risk, developing the mitigation action strategy, and adopting and implementing the plan.



Figure 1: Multijurisdictional Hazard Mitigation Planning Process

Since each of the steps in the planning process builds off the previous one, they were completed in chronological order with meetings designated for each step. Table 1 provides a list of the scheduled meetings pertinent to developing and implementing the hazard mitigation plan, outlining the specific dates for each meeting and the types of meetings conducted. These meetings were critical for facilitating collaboration among plan participants and ensuring that all aspects of the plan are thoroughly discussed and addressed. Both plan participants and stakeholders were invited.

Table 1: Planning Team Meetings

Meeting	Date
Kickoff Meeting	9/18/2025
Risk Assessment Meeting	11/7/2025
Mitigation Strategy Meeting	12/11/2025

Additional 1:1 meetings were held with each of the plan participants to review their draft annexes and mitigation actions as well.

Participation

Plan Participant Engagement

The development of the 2026 Morgan County LHMP was a multijurisdictional effort encompassing all the jurisdictions represented by the plan. The plan participants met regularly to identify, discuss, and recommend changes to maintain and update the plan. Each jurisdiction participated in the development of the plan and was a full and integral member of the review and decision process.

The plan participants included Morgan County, Morgan City, and Morgan County School District. To satisfy multijurisdictional plan participation requirements, the county and participating jurisdictions designated participants to perform the following tasks:

- Participate in HMP update meetings
- Provide data for the Hazard Analysis and Risk Assessment
- Provide the current status of previous mitigation actions
- Identify potential mitigation projects
- Support public engagement
- Adopt the finalized HMP

Table 2: Plan Participants

Name	Title	Department/Agency	Jurisdiction/Organization
Andy Jensen	Superintendent	District Leadership	Morgan School District
Boyd Carrigan	Fire Chief	Fire Department	Morgan County
Erica White	EMS Director	Fire Department	Morgan County
Josh Cook	Planning Director	Planning and Development	Morgan County
Scott McMillan	Business Administrator	Business Services	Morgan School District
Shaun Rose	Recorder	Recorder's Office	Morgan County
Ty Bailey	City Manager	Administration	Morgan City

Stakeholder Involvement

For hazard mitigation planning, stakeholders are individuals or groups that have a vested interest in the resilience of communities involved in the planning process. They play a crucial role in shaping the plan and its contents. Their various expertise, perspectives, and insights can significantly influence the direction and effectiveness of each section of the plan. Stakeholders received email invitations to join the planning

meetings and were encouraged to participate. Additionally, all stakeholders had the opportunity to review and provide feedback on the draft plan.

Table 3 provides a detailed overview of stakeholders invited to participate in the planning process, highlighting their roles, agency, and stakeholder type. The representatives from various agencies and their titles showcase the diversity of individuals involved in community governance and public service. Identifying and acknowledging these stakeholders can better demonstrate the dynamics of local administration and the importance of cooperation in addressing community needs and challenges.

Table 3: Stakeholders Invited to Participate

Name	Title	Department/Agency	Type of Stakeholder
Ben Sessions	President	Peterson Pipeline Association	Business/Private Organization
Bill Coutts	Chairman	Mountain Green Sewer Improvement District	Development Regulatory Authority
Boyd Carrigan	Fire Chief/Emergency Medical Services (EMS) Director	Morgan County Fire and EMS	Development Regulatory Authority
Bret Heiner	Director	Morgan County Public Works	Development Regulatory Authority
Brian Brendel	Fire Chief	Mountain Green Fire Protection	Development Regulatory Authority
Bruce Clark	President	North Morgan Irrigation Company	Business/Private Organization
Clark Cook	Power Foreman/Emergency Contact	Morgan City Power	Development Regulatory Authority
Corey Stark	Sheriff	Morgan County Sheriff's Office	Local/Regional Agency
Darcie Harris	Manager	Morgan Secondary Water Association	Business/Private Organization
Dave Rich	Fire Marshal	Morgan County Fire and EMS	Development Regulatory Authority
Dennis Peterson	Golf Course Director	Round Valley Country Club	Business/Private Organization
Dlynn Poll	Manager	Mountain Green Subdivision Water Association	Nonprofit/Community-Based Organization
Eric Brandshaw	Manager	East Canyon State Park	Local/Regional Agency

Name	Title	Department/Agency	Type of Stakeholder
Gaylene Adams	President	Morgan School District	Local/Regional Agency
Jaime Eugene Grandpre	Water Master	Hidden Hollow Water Company	Business/Private Organization
Jaime Gomez	Quality Control Manager	Amrize	Business/Private Organization
Jared Anderson	Trustee - Morgan County	Weber Basin Water Conservancy District	Local/Regional Agency
Jason Morgan	Chair	Morgan Conservation District - Utah Department of Agriculture and Food	Local/Regional Agency
Julie Bjornstad	Long-Range Planning Deputy Director	Wasatch Front Regional Council	Local/Regional Agency
Kale Watkins	Water/Wastewater Senior Operator	Morgan City Public Works	Development Regulatory Authority
Kale Watkins	Water Superintendent	Morgan City Municipal Water	Development Regulatory Authority
Kathryn McMullin	Emergency Manager	Summit County	Neighboring Community
Kevin Linn Baggs	Facilities Manager	Browning Company	Business/Private Organization
Kevin Thurston	Supervisor	Morgan Conservation District - Utah Department of Agriculture and Food	Local/Regional Agency
Lisa Schwartz-Gosline	Emergency Manager	Weber County	Neighboring Community
Marie Owns	Drinking Water Specialist	Milton Church and Morgan Fifth and sixth Wards	Nonprofit/Community-Based Organization
Mike Baker	Floor Manager	Taggarts Grill	Business/Private Organization
Mike Johanson	General Manager	Cottonwood Mutual Water Company	Business/Private Organization
Mike Newton	Commissioner	Morgan County	Local/Regional Agency
Nate Bell	Supervisor	Wasatch Peaks Ranch	Business/Private Organization

Name	Title	Department/Agency	Type of Stakeholder
Nathan Bell	District Manager	Wasatch Peaks Ranch Utility and Roads District	Local/Regional Agency
Nathan Hadley	Assistant Manager	Highlands Water Company	Business/Private Organization
Richard L. Wiscombe	Secretary	Richville Pipeline Company	Business/Private Organization
Shawn Waller	Deputy Chief	Morgan County Fire and EMS	Development Regulatory Authority
Skyler Pyle	Emergency Services Program Manager	Weber-Morgan Health Department	Local/Regional Agency
Steve Pentz	President	Croydon Pipeline Company	Business/Private Organization
Teresa Shope	Administrative Lead - Planning and Zoning	Morgan City	Development Regulatory Authority
Tyler Wood	President	Central Enterprise Water Association	Business/Private Organization

Table 4: Stakeholders that Participated in the LHMP Update

Name	Title	Department/Agency	Type of Stakeholder
Becca Parkinson	Welfare and Self-Reliance Manager	The Church of Jesus Christ of Latter-day Saints	Nonprofit/Community-Based Organization
Brent Wallace	Welfare and Self-Reliance Service Missionary	The Church of Jesus Christ of Latter-day Saints	Nonprofit/Community-Based Organization
Brian Brendel	Fire Chief	Mountain Green Fire Protection District	Development Regulatory Authority
Erica White	Emergency Manager/ EMS Director	Morgan County	Local/Regional Agency
Jaime Gomez	Quality Manager	Devils Slide Cement Plant	Business/Private Organization
Jared Egbert	HR Director	Browning	Business/Private Organization
Kate Becker	Administrative Manager	Morgan County	Local/Regional Agency

Name	Title	Department/Agency	Type of Stakeholder
Kathryn McMullin	Emergency Manager	Summit County	Neighboring Community
Lance Hopfenbeck	Vice President	Browning	Business/Private Organization
Leslie Hyde	Clerk/Auditor	Morgan County	Local/Regional Agency
Lisa Gosline	Emergency Manager	Weber County	Neighboring Community
Marjalee Smith	President	Highlands Water Company	Business/Private Organization
Mike Johanson	General Manager	Cottonwood Mutual Water	Business/Private Organization
Nathan Bell	District Manager	Wasatch Peaks Ranch Utility and Roads District	Local/Regional Agency
Scott McMillan	Business Administrator	Morgan County School District	Local/Regional Agency
Skyler Pyle	Emergency Services Program Manager	Weber-Morgan Health Department	Local/Regional Agency
Ty Bailey	City Manager	Morgan City	Local/Regional Agency

Public Involvement

Public involvement is a major and required component of each HMP update. Public engagement and involvement is required under FEMA (44 CFR § 201.6(b)(1)). The insight and feedback provided by the public throughout the planning process helps to ensure residents' experiences are reflected in the final HMP update. This is particularly true for underserved and vulnerable populations that are often impacted adversely by natural hazards.

For this HMP update, opportunities for public engagement were provided both in-person and digitally through an online survey. The plan participants recognized the challenge in gathering public involvement through in-person means only and the digital survey was created to give residents and stakeholders additional options to provide feedback.

DIGITAL SURVEY

The digital survey was created to allow members of the public a convenient way to provide feedback on the HMP. Morgan County, Morgan City, and Morgan County School District shared the survey via social media and in-person via meetings and publicly posted signage. Signage was posted at local grocery stores, post office, county library, city building, county building, 2 pharmacies, 2 hardware stores, 3 local businesses, 1 restaurant, and multiple government and local neighborhood groups on social media which

are active throughout the County. Additionally, the School District shared the survey via their weekly email to parents.

This 13-question survey asked residents about hazards of concern, vulnerable areas in their communities, disaster education and awareness, and mitigation action ideas among other questions. Thirty-five responses were received from a mixture of residents, people who work in the participating jurisdictions, business owners, property owners, and local agency employees. Responses were spread out between residents of Morgan City, Mountain Green, Croydon, Peterson, Enterprise, and other communities. Respondents were most concerned about wildfire, earthquakes, and flooding impacting them, their homes, or businesses. In terms of vulnerable locations, respondents highlighted roads and bridges as well as mountain and canyon communities. When asked what would help reduce risk in the community, respondents asked for more grants or cost-sharing programs for property upgrades and more information on hazard risks. Survey results were used to inform hazard prioritization, identify vulnerable locations, and refine mitigation actions included in the final plan.



Figure 2 Public Survey Posted in Morgan City

IN-PERSON MEETINGS

Morgan County hosted in-person engagement opportunities during the Morgan County Fire open houses at stations 121 and 141. The meetings were open to all and advertised on social media, as well as on flyers posted at community facilities and stores around the planning area. The public was invited to learn more about fire safety, tour the station, and talk to the Morgan County Emergency Manager about the county's hazard mitigation plan. The Morgan County Emergency Management passed out approximately 100 digital survey flyers at these events and spoke to approximately 50 people at the open house for station 121 on Saturday, October 11, 2025 and 25-30 people at the open house for station 141 on Saturday, October 25th. Residents shared their lived experiences with disasters in Morgan County and concerns with

a range of hazards. They also shared ideas on mitigation actions that could reduce the risks they have experienced. Those concerns and experiences were noted and integrated into the risk assessment and mitigation strategies sections of the plan.

PUBLIC REVIEW

The public comment period on the draft plan provides the public with a final opportunity to add their input to the draft. The draft plan was available online from April 29, 2026 to May 14, 2026 and shared by the plan participants via their websites and social media accounts. The public was invited to view and provide comment on the draft plan by reaching out to the IEM Project Manager. No public comments were received.

Plan Update and Development

Risk Assessment Summary

The risk assessment section provides a comprehensive evaluation of potential hazards that could impact the community. It identifies natural hazards to be included in the plan and analyzes the historical and projected future impact from them. The hazards profiled for this plan include the following:

- Avalanche
- Dam Failure
- Drought
- Earthquake
- Erosion
- Extreme Cold
- Flood
- Hail
- High Winds
- Landslide
- Problem Soils
- Radon
- Snowstorm
- Wildfire

The analysis focuses on vulnerabilities of critical infrastructure, residential and commercial areas, and populations, with a particular focus on high-risk zones. The assessment incorporates historical data; federal, state, and local planning resources; and predictive modeling to estimate the likelihood and potential consequences of each hazard, thereby ranking risks based on their severity and frequency.

Capability Assessment

The capability assessment section outlines the existing resources, programs, and policies that the county, city, and school district and its partners have in place to support hazard mitigation and emergency management. It assesses the strengths and opportunities to improve current capabilities, including staffing, funding, training, and equipment within local government agencies, emergency services, and nonprofit organizations. The section highlights existing plans, such as emergency operations plans and

land-use regulations, that contribute to risk reduction and resilience-building efforts. Additionally, it outlines how plan participants can enhance these capabilities through collaboration, training, and community engagement, ensuring that stakeholders are better prepared to respond to and recover from potential hazards. This comprehensive evaluation serves as a foundation for developing targeted strategies to improve overall mitigation efforts in Morgan County, Morgan City, and the Morgan County School District.

Mitigation Strategy

The mitigation strategy section develops a comprehensive framework for reducing the risks associated with identified hazards while enhancing community resilience through a series of mitigation actions and projects. Each action and project is tailored to address specific vulnerabilities and hazards faced by the plan participants. The mitigation actions in this plan fall into four types of projects: plan and regulations, structure and infrastructure, education and awareness, and natural systems protection. Each of these types of actions play an important role in improving the resilience of Morgan County, Morgan City, and the Morgan County School District.

The section also emphasizes collaboration among local agencies, stakeholders, and the community to foster a unified approach to hazard mitigation. Additionally, it incorporates timelines, responsible parties, and potential funding sources for each action, ensuring a clear pathway for implementation. The mitigation strategy reflects a proactive commitment to safeguarding residents and their assets from future hazards while promoting sustainable development practices.

Plan Maintenance

The hazard mitigation process does not end once the plan is complete. The mitigation actions identified in the mitigation strategy need to be implemented by participating jurisdictions. The implementation section outlines a clear framework for putting the identified mitigation strategies into action. It specifies the roles and responsibilities of various local agencies, stakeholders, and community organizations involved in the execution of the plan, ensuring that everyone understands their contributions to enhancing community resilience. By establishing mechanisms for ongoing monitoring and evaluation, this section ensures that the mitigation strategies remain effective and relevant over time.

The maintenance section defines processes and practices necessary to ensure the plan remains up to date over time. It specifies a schedule for regular reviews and updates of the plan, which will occur at least every five years or following significant changes in local conditions, hazard occurrences, or community priorities. The section emphasizes the importance of ongoing stakeholder engagement, including input from local agencies, community members, and organizations involved in hazard mitigation efforts.

Plan Adoption

This final section, plan adoption, sets out the formal process through which the plan is approved and endorsed by plan participants. The formal approval by local governing bodies is a critical step in the mitigation planning process. Without formal approval, eligibility for certain federal funding and resources for hazard mitigation projects can be denied. Each participating jurisdiction will formally adopt the plan through its own governing body, consistent with FEMA requirements for multijurisdictional hazard mitigation plans. Jurisdictions will provide documentation showing that formal approval has taken place.

Section 2: Community Profile

This section provides an overview of Morgan County, Utah, including the community's physical setting, history, demographics, land use, and infrastructure. The Community Profile establishes the baseline context that informs the development of hazard mitigation strategies tailored to the County's unique environmental and socioeconomic characteristics.

Setting and Location

Morgan County is located in the northern portion of the state of Utah and encompasses approximately 611 square miles (1,582 km^2) of land area. The County lies within the Wasatch Back region and is part of the Ogden-Clearfield Metropolitan Statistical Area. It is bordered by Weber County to the northwest, Davis County to the west, Summit County to the southeast, and Rich County to the northeast. The County seat is the City of Morgan, located near the geographic center of the County.

The terrain of Morgan County is mountainous and scenic, defined by the Wasatch Range to the west and the Uinta Mountains to the east. Elevations in the County range from approximately 4,700 feet in the valley floors to over 9,000 feet in the surrounding mountains, contributing to varied weather patterns and hazard exposure - particularly in terms of landslides, flooding, and wildfire risk.

Morgan County's transportation network includes Interstate 84 (I-84), which runs east–west through the County and serves as a critical connection between Ogden and the Uintas, with additional access via State Route 66 (SR-66), linking Morgan City to East Canyon and Henefer. These routes are vital for commuter traffic, freight movement, emergency response, and seasonal recreation access.

The Weber River flows through the County from east to west, supporting agriculture, recreation, and ecosystem services while also posing localized flood risks. Prominent recreation areas such as East Canyon State Park, Lost Creek Reservoir, and large tracts of national forestland reflect the County's outdoor-oriented character and its reliance on nature-based assets. Figure 3 provides an overview of the planning area.

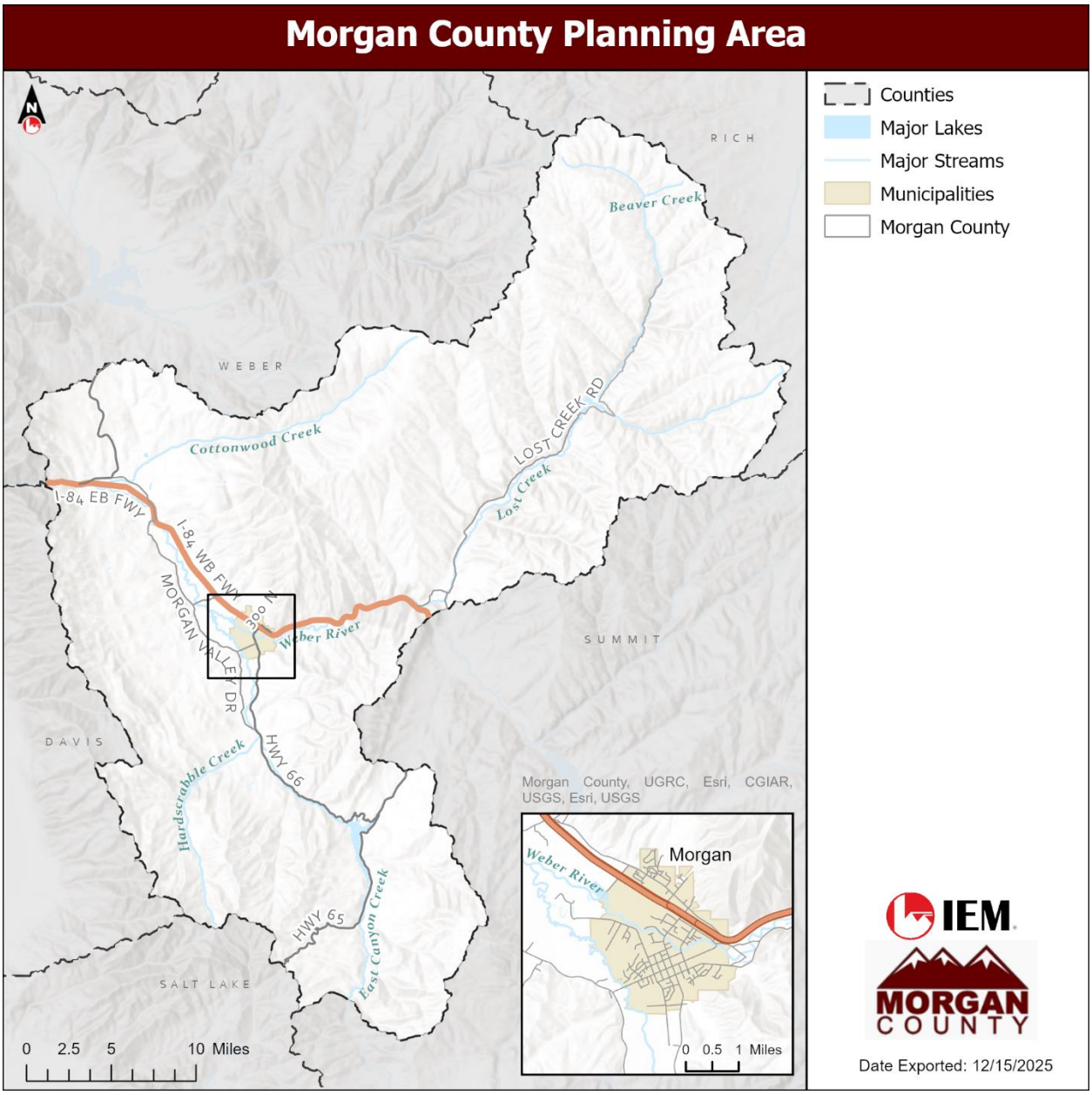


Figure 3: Morgan County Planning Area Overview

The landscape is predominantly rural, with small towns, ranchland, irrigated fields, and low-density residential development scattered throughout mountain valleys. While growth has been modest, pressure for suburban expansion is increasing due to the County's proximity to the Wasatch Front urban corridor. Figure 4 shows land cover throughout Morgan County, including developed land, agricultural areas, and vegetation types in undeveloped areas.

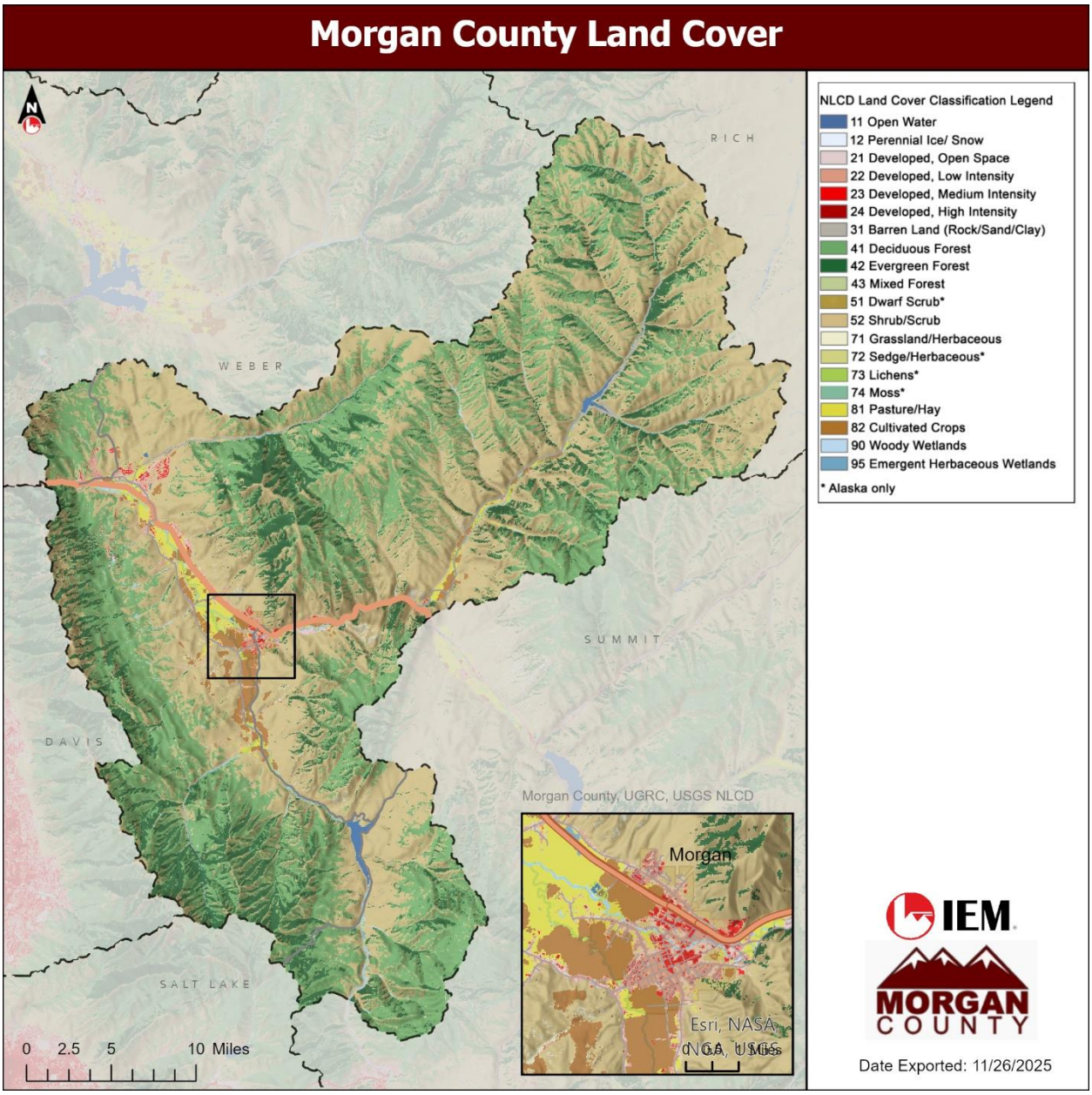


Figure 4: Land Cover in Morgan County

History

Morgan County has a rich historical legacy shaped by Indigenous habitation, pioneer settlement, and its strategic location along early transportation routes through the Wasatch Mountains. Prior to European-American settlement, the region was seasonally occupied by the Northern Shoshone and Goshute tribes, who relied on hunting, fishing, and gathering in the foothills and along the Weber River corridor. These Indigenous groups had an adaptive lifestyle attuned to the area's high-elevation valleys, harsh winters, and seasonal resource availability.

The first recorded European-American presence in the area came with trappers and explorers in the early 19th century. The area gained more permanent settlement following the arrival of Mormon pioneers. In 1860, the Utah Territorial Legislature officially created Morgan County, named in honor of Jedediah Morgan Grant, a prominent early Mormon leader and father of future Church of Jesus Christ of Latter-Day Saints (LDS) Church President Heber J. Grant.

Settlement was concentrated along the Weber River, where early settlers established irrigation systems and small agricultural communities. Morgan City, incorporated in 1868, developed as the County seat and main population center. Morgan's economy initially revolved around farming, livestock grazing, and timber harvesting, with the development of mills and railroads - particularly the arrival of the Union Pacific Railroad - boosting local commerce in the late 19th century.

Morgan County's geography - nestled between the Wasatch and Uinta Mountain Ranges - has long made it a strategic transportation corridor. The County sits along the historic Transcontinental Railroad route, and today I-84 parallels this path, reinforcing Morgan County's location as a connector between northern Utah and the Mountain West.

The 20th and 21st centuries brought gradual but consistent growth, with agriculture remaining central to the local economy, augmented by recreation, limited industry, and exurban residential development. The development of East Canyon and Lost Creek reservoirs, as well as proximity to regional open space and recreation destinations, have made Morgan a gateway for outdoor tourism and second-home development.

Today, Morgan County is characterized by its balance of traditional rural land uses and growing development pressure from the expanding Wasatch Front urban corridor. According to the 2020 U.S. Census, Morgan County had a population of 12,295, reflecting one of the fastest growth rates in Utah over the past decade—a trend anticipated to continue.

Climate

Morgan County experiences a humid continental climate (Dfb) with notable elevation-driven variation and four distinct seasons. The climate is characterized by cold, snowy winters; warm to hot summers; and moderate annual precipitation that is spread throughout the year but peaks during the spring and fall.

Elevations across the County range from about 4,700 feet (1,433 m) in the valley areas to over 9,000 feet (2,743 m) in the surrounding Wasatch and Uinta Mountain Ranges. This topographic diversity contributes to local microclimates that influence snowpack, stormwater runoff, and wildfire potential. The Weber River, which bisects the County, and nearby East Canyon and Lost Creek reservoirs play important roles in regional hydrology, irrigation, and seasonal weather patterns.

Average summer high temperatures in Morgan City reach approximately 86°F to 91°F (30–33°C) in July and August, while winter lows frequently dip below 20°F (−6°C) in January. Snowfall is common and often

heavy in the winter months, with Morgan receiving approximately 60–80 inches of snow annually, while higher elevations see significantly more.

Morgan County receives an average of 20–24 inches (500–610 mm) of precipitation annually, with April, May, and October typically being the wettest months. Thunderstorms are common during the late spring and summer, occasionally resulting in localized flash flooding, particularly in canyon areas and near burn scars. Snowmelt and heavy spring precipitation also pose risks of riverine flooding, especially along the Weber River and its tributaries. Table 5 lists the average temperature and precipitation by month for Morgan County.

Table 5: Average Temperature and Precipitation by Month in Morgan County[1]

Month	Average High (°F)	Average Low (°F)	Average Precipitation (inches)
January	36	17	1.8
February	42	22	1.6
March	51	29	2.0
April	60	35	2.1
May	69	43	2.3
June	80	51	1.5
July	88	58	1.0
August	86	57	1.3
September	77	49	1.4
October	64	39	2.0
November	48	29	1.7
December	37	20	1.5

The County averages 190 to 210 sunny days per year, with lower humidity and greater diurnal temperature swings compared to Utah's urban centers. Summer afternoons can be hot and dry, but nighttime temperatures often drop significantly, offering some relief. Wildfire risk is elevated in summer and fall months due to persistent drought conditions, dry fuels, and strong canyon winds.

Climate extremes of concern include the following:

- Drought (linked to longer-term regional water stress)
- Wildfire (especially in wildland-urban interface [WUI] areas and state park buffer zones)

[1] Climate data sources: National Oceanic and Atmospheric Administration National Centers for Environmental Information (NOAA NCEI) U.S. Climate Normals, https://www.ncei.noaa.gov/access/us-climate-normals/ ; Parameter-elevation Regressions on Independent Slopes Model (PRISM) Climate Group; Utah Climate Center (1991–2020 normals).

- Flooding (from both snowmelt and convective storms)
- Severe winter storms and avalanche (in high elevation areas)

Due to its mountainous terrain and winter snowfall, Morgan County is susceptible to snowpack variability and changing hydrology from climate change. Increased winter rain-on-snow events, earlier snowmelt, and prolonged dry periods are expected to influence flood risks, wildfire regimes, and water resource planning in the decades ahead.

Demographics

Morgan County has experienced steady population growth over the past several decades, driven by its proximity to the expanding Wasatch Front, high quality of life, and appeal as a rural–exurban community within commuting distance to employment centers in Weber, Davis, and Salt Lake Counties. Unlike more urbanized areas of Utah, Morgan County's growth has primarily occurred through low-density residential development concentrated in the Morgan Valley, with limited commercial and industrial expansion.

Between 2000 and 2020, the County's population increased from 7,129 to 12,295, representing a 72.4% increase over two decades - one of the fastest rates in the state during that period. As of 2024, Morgan County is home to approximately 13,039 residents.[2]

For Morgan City, the population rose from 2,673 to 4,071 between 2000 and 2020, a 52.3% increase. The U.S. Census Bureau estimates the 2023 population at 4,268, showing a continued trajectory of population growth.

The COVID-19 pandemic did not significantly stall growth in the County; Morgan County saw continued in-migration, particularly among households seeking more space, access to outdoor amenities, and lower-density living conditions. As regional housing affordability challenges persist in urban Utah, Morgan County is projected to maintain moderate-to-high growth through 2050.

Population and Racial/Ethnic Composition

Morgan County is among Utah's least racially and ethnically diverse counties, with the population being predominantly non-Hispanic White. However, gradual demographic shifts - especially among younger residents - are increasing the representation of Hispanic and multiracial households.

[2] U.S. Census Bureau, "U.S. Census Bureau QuickFacts: Morgan County, Utah," 2024, https://www.census.gov/quickfacts/fact/table/morgancountyutah/POP815223.

- **Population Overview (2023 Estimate)[3]**
  - Total Population: 12,585
  - Sex:
    - Male: 51.9%
    - Female: 48.1%
  - Median Age: 32.5 years
  - Age:
    - Under 18 years: 34%
    - 65 years and over: 12.1%
- **Race and Hispanic Origin[4]**
  - White (Non-Hispanic): 94.3%
  - Hispanic or Latino (of any race): 2.9%
  - Two or More Races: 2.8%
  - American Indian and Alaska Native: 0.1%
  - Black or African American: 0.2%
  - Asian: 0.3%
  - Native Hawaiian or Other Pacific Islander: 0.5%
- **Educational Attainment (Age 25 and Older)[5]**
  - High school graduate or higher: 97.6%
  - Bachelor's degree or higher: 38.8%
  - Graduate or professional degree: 14.3%
  - No high school diploma: 2.4%

These levels of educational attainment are significantly higher than the average for Utah's rural counties, reflecting the County's commuter and professional population profile.

[3] U.S. Census Bureau, "DP05 ACS Demographic and Housing Estimates," 2023, https://data.census.gov/table/ACSDP5Y2023.DP05?q=population+morgan+county+ut.
[4] U.S. Census Bureau, "DP05 ACS Demographic and Housing Estimates," 2023, https://data.census.gov/table/ACSDP5Y2023.DP05?q=population+morgan+county+ut.
[5] U.S. Census Bureau, "S1501 Educational Attainment," 2023, https://data.census.gov/table?q=educational+attainment+morgan+county+ut.

Figure 5 shows the population density of Morgan County.

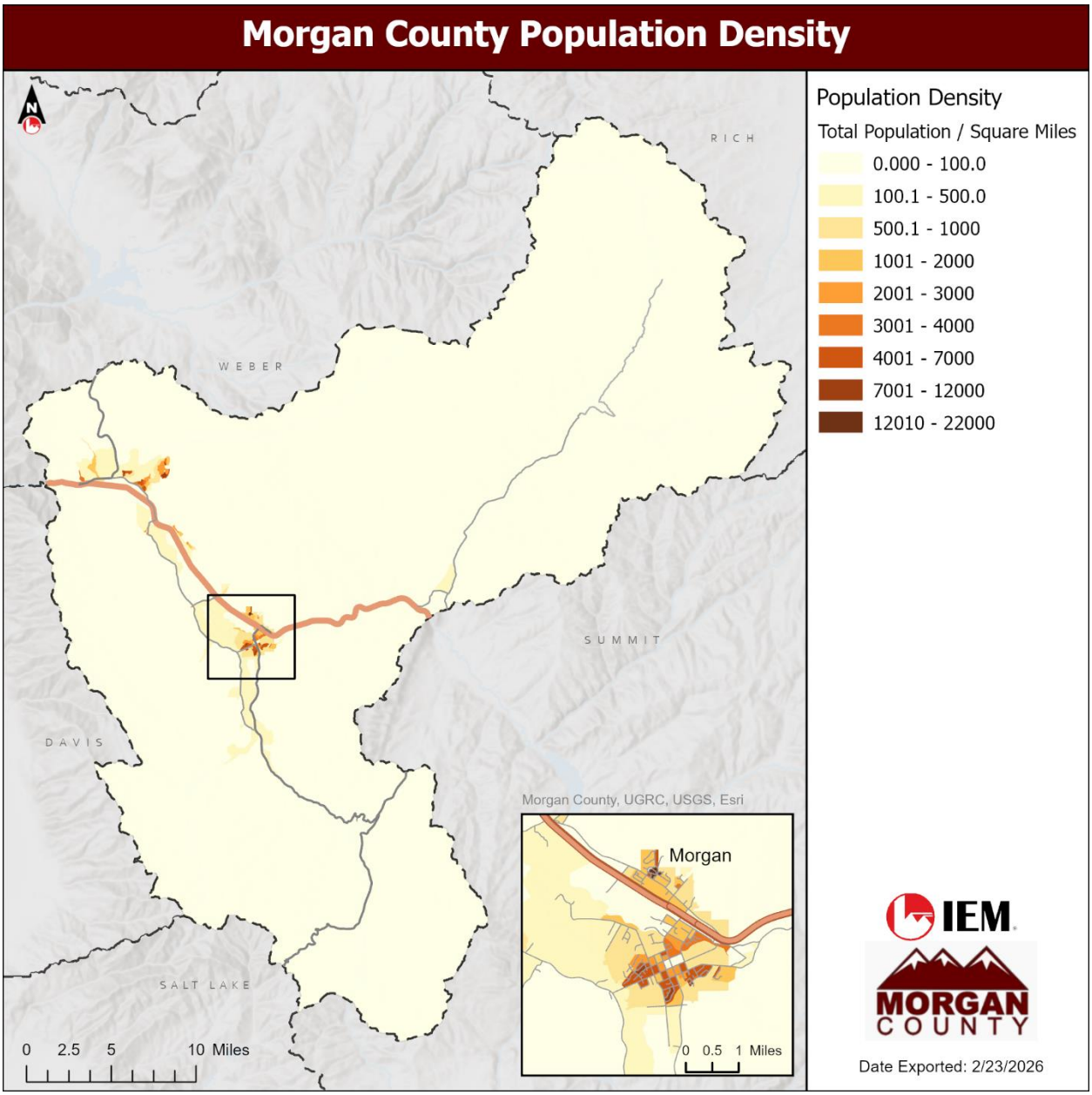


Figure 5: Morgan County Population Density

Income and Economy

Morgan County has one of the highest median household incomes among Utah's rural counties. As of the 2022 American Community Survey (ACS) 5-Year Estimates, the following income and poverty statistics apply:

- **Median Household Income:** $108,309
- **Per Capita Income:** $39,810
- **Poverty Rate:** 4.6% (well below the state average of approximately 9.8%)

The County's economy is rooted in agriculture, construction, small business services, and commuter-based employment in the Wasatch Front. Most residents work outside the County, and their employment is concentrated in the following sectors:

- Education and public administration
- Construction and skilled trades
- Professional, scientific, and technical services
- Health care and social assistance

Morgan County's low unemployment rate (typically below 2.5%) reflects both its small labor force and regional employment access. However, the local economy remains sensitive to changes in housing, transportation access, and Wasatch Front labor market conditions.

Housing and Development

Historically rural and agricultural in character, Morgan County's housing stock reflects its development as a commuter and recreational community situated between the Wasatch Front and Utah's mountain interior. The earliest homes in the area were constructed in the late 19th and early 20th centuries by Mormon settlers, often as farmsteads or clustered within small centers like Morgan City, Mountain Green, and Enterprise.

By the 1990s, Morgan County began to see more substantial residential growth driven by in-migration from Weber, Davis, and Salt Lake Counties. This expansion accelerated in the 2000s and 2010s, as families sought larger lots, scenic views, and lower-density living within commuting distance of the Wasatch Front.

As of 2022, Morgan County had an estimated 4,033 total housing units, with owner-occupied single-family detached homes accounting for over 85% of all residential structures. Development has predominantly consisted of low-density subdivisions, especially in unincorporated areas like Mountain Green, where larger-lot, upscale homes have become increasingly common. Manufactured housing is limited, and multi-family housing options are extremely scarce, contributing to a limited affordable and rental housing supply.

As shown in Figure 6, most land in Morgan County is privately owned. Other major landowners include the U.S. Forest Service, Bureau of Land Management, and the Utah Department of Natural Resources, which manages wildlife reserve and management areas, as well as East Canyon State Park.

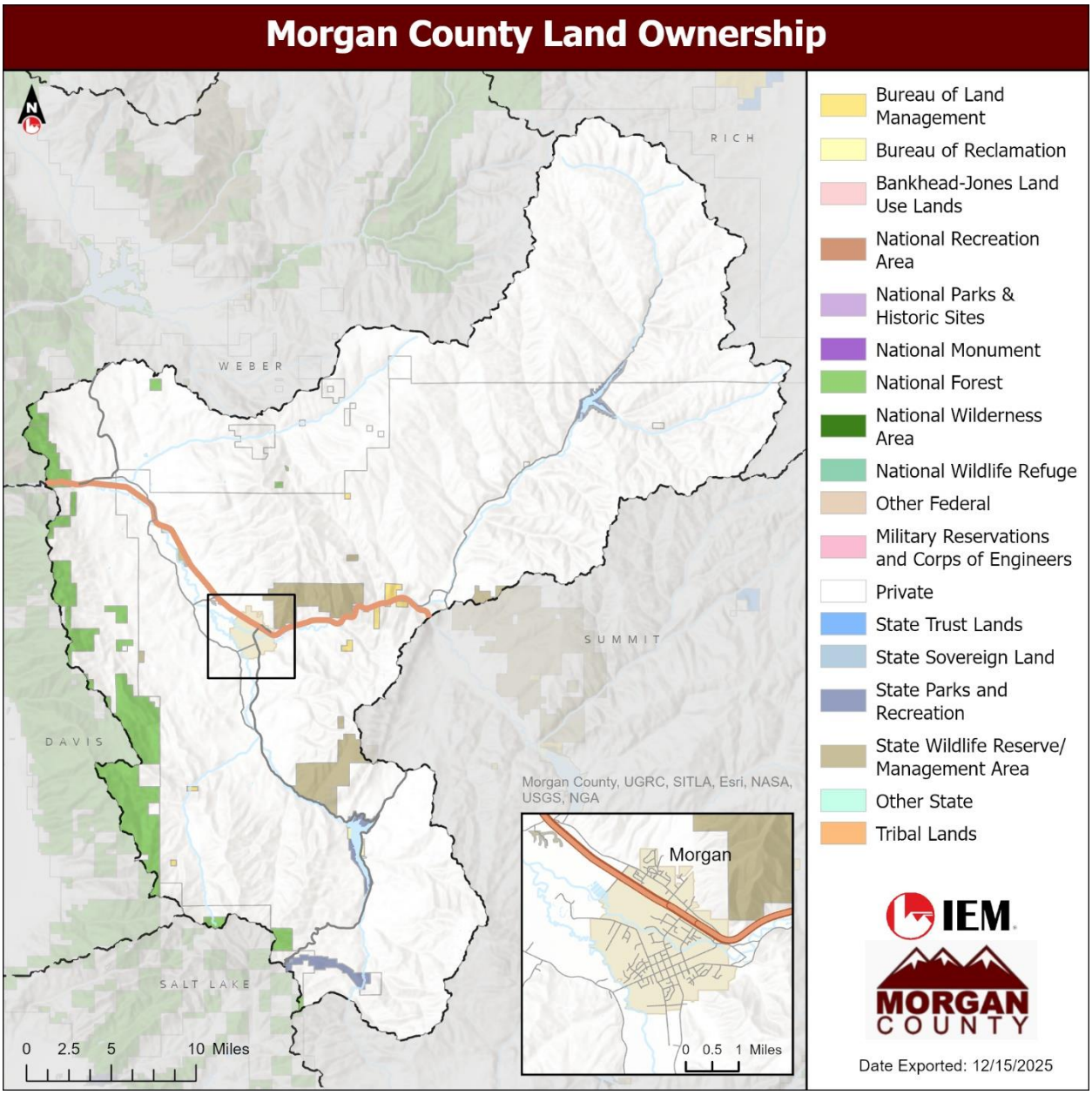


Figure 6: Land Ownership in Morgan County

Current Housing Market Trends

Morgan County's housing market remains highly competitive due to strong demand, limited inventory, and geographic constraints on new development. As of the earliest reliable data available (2025), the median home sale price in Morgan County was approximately $643,000, a 41% increase since 2020, based on Multiple Listing Service (MLS) data and Zillow's Home Value Index. In Mountain Green, median home prices routinely exceed $700,000, driven by newer construction and larger lot sizes.

Housing production remains lower than regional demand, with permitting constrained by infrastructure capacity (e.g., sewer, road access) and land availability in developable valley areas. The Morgan County General Plan identifies a need for more housing diversity to support workforce retention, aging in place, and attainable options for young families.

Despite rapid price appreciation, Morgan County remains more affordable than some parts of Summit County or the Park City area, making it attractive to exurban commuters. However, housing affordability challenges are increasing, with many essential workers priced out of local ownership opportunities.

Rental Market and Tenure

The rental market in Morgan County is extremely limited, with a homeownership rate of approximately 91.5% - one of the highest in Utah. Just 8.5% of occupied housing units are renter-occupied, and vacancy rates are very low.

There are few multifamily or large-scale rental developments, and rental listings are often limited to single-family homes or accessory dwelling units. As of late 2024, median gross rent in the County was approximately $1,425 per month, though actual availability is constrained, and monthly rates can be higher in Mountain Green or Morgan City due to limited supply.

Housing Characteristics and Affordability

Most homes in Morgan County are recently built, with over 52% of housing units constructed since 2000, according to the ACS. Homes tend to be larger than the state average, often exceeding 2,500 to 3,000 square feet, and situated on quarter-acre to one-acre parcels. The following indicators summarize key housing characteristics in the County:

- Median Selected Monthly Owner Costs (with Mortgage): $2,193
- Persons per Household: 3.36
- Vacancy Rate (All Housing Units): 6.5%
- Seasonal/Vacation Use Housing: Less than 2%, though second-home ownership is increasing in certain areas

While high incomes and low unemployment support housing affordability for many households, rising prices and limited rental stock pose equity challenges for lower-income and younger residents. The Morgan County General Plan (2022) identifies housing affordability, diversity, and infrastructure readiness as key planning challenges for the coming decade. Table 6 shows housing and occupancy data for Morgan County in 2023.

Table 6: Housing and Occupancy Data for Morgan County, 2023

Metric	Value
Total households	3,674
Owner-occupied housing rate	91.5%
Median home price (2025)	$643,000
Median selected monthly owner costs	$2,193
Median gross rent	$1,425
Persons per household	3.36
Vacancy rate	6.5%

Economy

Morgan County's economy is shaped by its rural and agricultural heritage, proximity to the Wasatch Front urban corridor, and growing role as a residential commuter community. While agriculture and livestock remain culturally and economically significant, the majority of working residents are employed outside of the County, commuting to Weber, Davis, and Salt Lake Counties for jobs in healthcare, education, government, and professional services. This reliance on external employment links Morgan's economic future closely to regional development patterns along the Wasatch Front.

According to the U.S. Census Bureau, Morgan County had an employment base of roughly 5,755 workers, with an unemployment rate consistently among the lowest in Utah - 2.2% in 2023. Median household income in the County was $126,092, among the highest of Utah's rural counties, reflecting the professional and managerial occupations of many commuting households.[6]

Tourism and Hospitality

Tourism plays an increasing but still modest role in Morgan County's economy. The County's natural and recreational assets - including East Canyon State Park, Lost Creek State Park, Weber River fisheries, and extensive hunting, hiking, and camping areas - draw seasonal visitors. Outdoor recreation and tourism-related businesses support local restaurants, lodging, and guiding services.

Although tourism does not yet represent a large share of employment, the Utah Office of Tourism identifies Morgan County as an emerging destination for river recreation, state parks, and scenic byways. Seasonal visitor spending contributes to sales tax revenue and supports small businesses, particularly in Morgan City and unincorporated town centers.

[6] U.S. Census Bureau, " DP03 Selected Economic Characteristics," 2023, https://data.census.gov/table/ACSDP5Y2023.DP03?q=employment+morgan+county+utah&g=050XX00US4902.

Retail and Commercial Services

Morgan County's retail economy is limited compared to its urban neighbors, with Morgan City serving as the County's primary commercial hub. Local businesses include grocery stores, service stations, hardware and building supply stores, small restaurants, and automotive services. Residents frequently travel to Ogden, Layton, or Salt Lake City for major retail, healthcare, and specialty goods, underscoring the County's reliance on neighboring markets.

Sales tax revenue in Morgan County has grown steadily, supported by both population growth and increased visitor spending at recreation-related businesses. However, the County's limited commercial base constrains local job creation and contributes to a high volume of outbound commuting.

Agriculture and Resource-Based Industries

Agriculture remains a defining feature of Morgan County's identity. The County supports cattle ranching, hay and alfalfa production, and irrigated cropland along the Weber River and in valley bottoms. According to the USDA's 2022 Census of Agriculture, Morgan County had 363 farms and 225,858 acres in agricultural use.[7] Resource extraction, such as quarrying and timber harvesting, has historically contributed to the economy but now plays a limited role compared to residential growth and service industries.

Construction and Real Estate

Construction is one of the County's strongest local employment sectors, driven by rapid residential growth in Mountain Green and other unincorporated areas. The Morgan County General Plan (2022) anticipates continued residential expansion, with demand for higher-value homes on large lots fueling the local real estate market. While this growth boosts construction and real estate services, it also heightens concerns about infrastructure capacity, housing affordability, and hazard exposure in WUI zones.

Employment

Employment in Morgan County spans a range of sectors, with the largest shares in education, healthcare, and professional services. Construction also plays a significant role, reflecting ongoing residential development. Table 7 summarizes the distribution of the County's workforce by industry.

[7] U.S. Department of Agriculture, "Census of Agriculture," 2022, https://www.nass.usda.gov/Publications/AgCensus/2022/Full_Report/Volume_1,_Chapter_2_County_Level/Utah/.

Table 7: Employment by Sector[8]

Industry	Percent of Workforce
Educational Services, Healthcare, Social Assistance	22.1%
Professional, Scientific, Management, Admin	13.5%
Construction	11.7%
Manufacturing	10.3%
Retail Trade	9.1%
Agriculture, Forestry, Fishing, Hunting	5.5%
Arts, Entertainment, Recreation, Accommodation, Food Services	6.8%
Finance, Insurance, Real Estate	6.0%
Public Administration	4.2%
Transportation, Warehousing, Utilities	3.6%
Other Services	3.0%

Infrastructure

Electricity and Natural Gas

Electric power in Morgan County is provided by Rocky Mountain Power (a division of PacifiCorp), which operates regional transmission lines and substations throughout northern Utah. The Morgan City substation and smaller distribution facilities support residential, agricultural, and commercial loads across the County. Electrical infrastructure in mountainous terrain is especially vulnerable to wildfires, windstorms, and winter storm damage, leading to periodic outages. Rocky Mountain Power conducts regional load forecasting and grid reinforcement planning in coordination with county growth projections.

Natural gas service is provided by Dominion Energy Utah, which operates high-pressure transmission lines along I-84 and SR-66 and distributes gas to populated centers such as Morgan City, Mountain Green, Enterprise, and Peterson. Newer subdivisions are typically served with natural gas connections, while some rural areas continue to rely on propane or other fuels. Pipeline safety and earthquake resilience are ongoing considerations, as Morgan County is located within the Intermountain Seismic Belt.

Water Infrastructure

Water service in Morgan County is delivered by a combination of municipal systems and local improvement districts. Key providers include Morgan City Water Department, Mountain Green Secondary

[8] U.S. Census Bureau, "2022 American Community Survey 5-Year Estimates," https://data.census.gov/.

Water Improvement District, and several small private or community systems regulated by the Utah Division of Drinking Water.

- **Sources:** Primary water supplies come from groundwater wells, springs, and surface water diversions from the Weber River and its tributaries.
- **Storage:** The County's largest water storage and supply facilities include East Canyon Reservoir (52,000 acre-feet) and Lost Creek Reservoir (22,000 acre-feet), which provide both municipal and agricultural water.
- **Distribution:** Service areas are fragmented, with smaller systems in rural areas often lacking redundancy. This creates vulnerability during drought, wildfire-related contamination events, and system outages.

Water conservation is a countywide priority, as growth pressures increase demand. The Morgan County General Plan (2022) emphasizes the need for secondary water systems, irrigation efficiency improvements, and regional water-sharing agreements with the Weber Basin Water Conservancy District.

Wastewater Infrastructure

Wastewater services are provided by Morgan City Wastewater Department and the Mountain Green Sewer Improvement District, with additional reliance on on-site septic systems in outlying communities.

- **Morgan City Wastewater Treatment Facility:** Treats municipal sewage and discharges to the Weber River under state permits.
- **Mountain Green System:** Serves rapidly growing subdivisions, with expansion needs identified in the 2022 General Plan.
- **Septic Reliance:** In unincorporated areas, widespread use of septic systems creates risks of groundwater contamination, especially near high water tables and flood-prone areas.

Wastewater infrastructure expansion is directly tied to the County's ability to accommodate future residential growth. Hazard events such as flooding, earthquakes, and power outages can cause treatment facility overflows and septic failures.

Road and Highway Network

Transportation infrastructure is anchored by Interstate 84 (I-84), which runs east–west through Morgan County, connecting Ogden and Salt Lake City to the Uinta Mountains and beyond to Wyoming. State highways, including SR-66 (to East Canyon and Henefer) and SR-167 (Trappers Loop), provide vital connections to Davis County and recreation destinations.

County roads are essential for local access, agriculture, and emergency response, but many are narrow, winding, and vulnerable to landslides, rockfall, avalanches, and flooding in canyon corridors. Bridge and culvert capacity has been identified as a critical infrastructure concern in flood hazard areas.

Public Transit and Active Transportation

Morgan County does not operate a fixed-route public transit system. Residents primarily commute by personal vehicle, with carpooling and vanpooling supported by Utah Transit Authority regional services in Weber and Davis Counties. Limited demand-response services exist for seniors and persons with disabilities.

The 2022 General Plan identifies future needs for trail systems, bike lanes, and safe pedestrian routes, especially in Morgan City and Mountain Green, where population growth has outpaced sidewalk and crossing infrastructure.

Stormwater and Flood Control

Stormwater management in Morgan County is a shared responsibility of municipalities, improvement districts, and the County public works department. Current infrastructure includes culverts, roadside ditches, retention basins, and natural drainages. However, many systems are undersized for intense rainfall events or rapid snowmelt.

- **Flood Hazards:** The Weber River and its tributary streams are prone to flooding during spring runoff, while flash flooding occurs in steep canyons during summer thunderstorms.
- **Post-Wildfire Risk:** Burn scars from wildfires (such as the 2020 East Canyon Fire) elevate downstream flash flood and debris flow risk.
- **Future Needs:** Federal Emergency Management Agency floodplain mapping does not fully capture local drainage hazards, requiring updated hydrologic studies to guide land use and subdivision approvals.

The County is considering green infrastructure approaches, such as wetland restoration, floodplain preservation, and detention basins, to supplement traditional hard infrastructure.

Vulnerable Populations

Understanding the needs of vulnerable populations is essential to hazard mitigation planning. In Morgan County, where population growth has been strong, key vulnerability factors include income disparities, an aging population, disability prevalence, and the challenges of rural isolation.

Low-Income Residents

- Approximately 1.7% of Morgan County residents live below the poverty line,[9] which is far lower than Utah's statewide average (8.6%).[10]
- In Morgan City specifically, approximately 2.3% of the population lives below the poverty line.[11]
- Although the proportion is small, low-income households often lack financial resources to invest in preparedness measures (e.g., backup power, defensible space, or flood insurance).
- Many low-income residents rely on older housing stock in Morgan City or rural communities, where limited insulation and outdated systems increase vulnerability to extreme cold, flooding, and seismic hazards.

Elderly Individuals

- Approximately 12.1% of Morgan County's population is 65 and older, representing about 1,520 residents.[12]
  - 65–74 years: 7.2%
  - 75 years and older: 4.9%
- Approximately 13.5% of Morgan City's population is 65 and older, representing about 578 residents.[13]
  - 65–74 years: 10.4%
  - 75 years and older: 3%
- In Morgan City specifically, approximately 2.3% of the population lives below the poverty line.[14]
- Older adults are more susceptible to power outages (due to medical device reliance), extreme winter storms (limited mobility, heating dependence), and health emergencies.
- Rural isolation compounds these risks, as emergency response times can be longer in unincorporated areas.

[9] U.S. Census Bureau, "S1701 Poverty Status in the Past 12 Months," 2023, https://data.census.gov/table?q=morgan+county+utah+poverty&g=050XX00US49029.
[10] U.S. Census Bureau, "S1701 Poverty Status in the Past 12 Months," 2023, https://data.census.gov/table/ACSST5Y2023.S1701?q=utah+poverty&g=050XX00US49029.
[11] U.S. Census Bureau, "S1701 Poverty Status in the Past 12 Months," 2023, https://data.census.gov/table?q=morgan+city+utah+poverty&g=050XX00US49029.
[12] U.S. Census Bureau, "DP05 ACS Demographic and Housing Estimates," 2023, https://data.census.gov/table?q=demographics+morgan+county+utah&g=050XX00US49029.
[13] U.S. Census Bureau, "DP05 ACS Demographic and Housing Estimates," 2023, https://data.census.gov/table?q=demographics+morgan+city+utah&g=050XX00US49029.
[14] U.S. Census Bureau, "S1701 Poverty Status in the Past 12 Months," 2023, https://data.census.gov/table?q=morgan+city+utah+poverty&g=050XX00US49029.

People with Disabilities

- Approximately 8% of Morgan County residents report a disability, representing about 1,012 individuals.[15]
- Approximately 8.3% of Morgan City residents report a disability, representing about 354 individuals.[16]
- Disabilities include mobility impairments, sensory challenges, and cognitive conditions that may hinder evacuation, sheltering, or communication during disasters.
- Many rely on power-dependent equipment (oxygen, mobility aids), making grid reliability a critical resilience factor.

Morgan County scores relatively low on the Social Vulnerability Index (SVI) (0.15–0.25 range) compared to national averages, reflecting high incomes and low poverty (see Table 8). However, rural factors - such as limited transit access, reliance on regional hospitals, and geographic isolation - create vulnerabilities not fully captured by the SVI. Figure 7 shows the overall SVI score for Morgan County by Census tract.

Table 8: Social Vulnerability Index[17]

Population Group	SVI Considerations	Local Description of Vulnerability
Low-Income Residents	Low	Small but at-risk population concentrated in older housing; limited access to recovery resources.
Elderly Individuals (65+)	Moderate	Reliance on heating, medical devices, and rural services increases risks during winter storms and outages.
People with Disabilities	Moderate	Access and mobility challenges during evacuation and sheltering; reliant on powered medical equipment.

[15] U.S. Census Bureau, "S1810 Disability Characteristics," 2023, https://data.census.gov/table?q=disability+morgan+county+utah&g=050XX00US49029.
[16] U.S. Census Bureau, "S1810 Disability Characteristics," 2023, https://data.census.gov/table?q=disability+morgan+city+utah&g=050XX00US49029.
[17] Centers for Disease Control and Prevention/Agency for Toxic Substances and Disease Registry, "CDC/ATSDR Documentation," August 5, 2022, https://stacks.cdc.gov/view/cdc/125626.

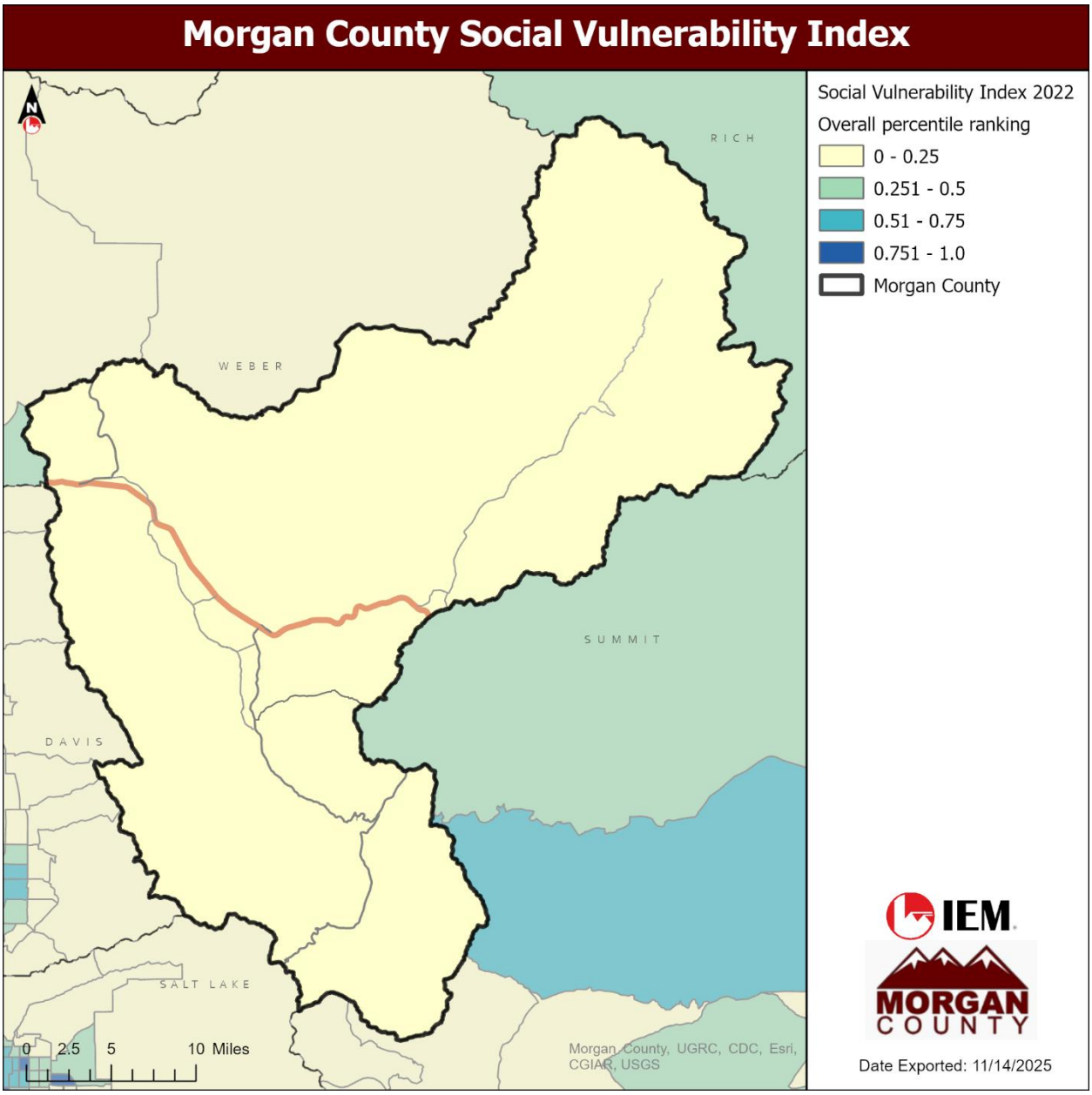


Figure 7: Social Vulnerability Index for Morgan County

Section 3: Risk Assessment and Hazard Profiles

Purpose of the Risk Assessment

The risk assessment process aligns with federal and state regulatory requirements, including the Disaster Mitigation Act of 2000 (DMA 2000), 44 Code of Federal Regulations (CFR) § 201.6, which mandates that local jurisdictions conduct a comprehensive, forward-looking risk assessment to maintain eligibility for Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) grant programs.

From a technical perspective, the risk assessment evaluates hazard probability, severity, previous occurrences vulnerability, and cascading impacts using a multilayered analytical framework that integrates historical disaster data, previous hazard events documented in Morgan County's 2021 Pre-Disaster Mitigation Plan, and climate projections and future risk modeling.

Identifying Hazards

Definition of Hazards

Hazards are defined as natural, technological, or human-caused events that have the potential to cause loss of life, injury, property damage, economic disruption, or environmental degradation.

These hazards are categorized as follows:

- Chronic hazards are long-term, ongoing conditions that gradually affect the county over time, such as drought, soil instability, erosion, and poor air quality.
- Acute hazards are sudden-onset events with short warning times, including flooding, earthquakes, dam failure, landslides, wildfires, and severe weather.

Methodology for Hazard Selection

Hazards for the 2026 Morgan County Local Hazard Mitigation Plan (LHMP) update were determined by reviewing the 2021 Morgan County Pre-Disaster Mitigation Plan, Utah Division of Emergency Management (UDEM) hazard assessments, and input from local stakeholders including municipal leaders, emergency management officials, and public works departments.

Hazards were included or excluded based on historical occurrences, probability, geographic extent, and potential future impacts as identified through FEMA, National Oceanic and Atmospheric Administration (NOAA), and Utah-specific data sources.

The National Risk Index lists 18 hazards; only those applicable to Morgan County were retained for this plan. Each hazard is identified below with an explanation for its inclusion or exclusion.

Table 9: National Risk Index Hazards Inclusion in the 2026 Morgan County LHMP

Hazard	Included	Explanation
Avalanche	Yes	High-elevation terrain in the Wasatch Range, particularly around East Canyon and the upper Weber Basin, experiences seasonal avalanche activity impacting recreation areas and canyon roadways. Morgan City is not within known avalanche areas.
Coastal Flooding	No	Morgan County is landlocked and has no coastal or tidal influence.
Cold Wave	Yes	This hazard is included as Extreme Cold. Extreme cold events are possible during winter, particularly in valley basins where temperature inversions occur; it may impact livestock, energy demand, and vulnerable populations.
Drought	Yes	This is a recurrent hazard with agricultural, water supply, and ecological impacts; Morgan County has experienced multiple drought declarations (2012, 2018, 2021, and 2022).
Earthquake	Yes	The Weber Segment of the Wasatch Fault Zone passes near the county's western boundary; a M6.5–7.0 event could cause significant structural and infrastructure damage.
Hail	Yes	Hail occurs as part of severe convective storms; it is typically small-scale but can damage crops and vehicles.
Heat Wave	No	Morgan County's altitude makes the county less susceptible to extreme heat events relative to other hazards.
Hurricane	No	Inland Utah is outside the influence of tropical cyclones.
Ice Storm	Yes	This hazard is included as part of Snow Storms. Freezing rain and glaze events occasionally occur in mountain valleys, affecting transportation and utilities.
Landslide/ Debris Flow	Yes	Steep canyon terrain and post-fire slopes present ongoing landslide and debris-flow risk, especially in East Canyon and Croydon areas.
Lightning	No	Lightning has not been determined to be major hazard of concern due to lack of prior impacts; related hazards are included as High Wind and Hail.
Riverine/ Flash Flooding	Yes	Weber River, East Canyon Creek, and tributaries are flood-prone; spring snowmelt and heavy summer rainfall create flash-flood potential.
Strong Wind/ Severe Storms	Yes	High winds and thunderstorm gusts frequently impact valley and ridgetop areas, causing power outages and structure damage.

Hazard	Included	Explanation
Tornado	No	This hazard is minimal; only weak, isolated tornadoes have been recorded historically, with minimal impacts. High winds is included in the plan.
Tsunami	No	Utah has no oceanic or large coastal body exposure.
Volcanic Activity	No	There are no active or potentially active volcanic sources within or near Morgan County.
Wildfire	Yes	Much of populated county is in wildfire-urban interface (WUI).
Winter Weather	Yes	Morgan County frequently experiences significant winter weather. This is included as Snowstorms.

In addition to the hazard included in the NRI, the plan participants selected to include Dam Failure, Erosion, Problem Soils, and Radon.

Data and Reference Sources

This risk assessment draws on federal, state, and regional plans as well as government and academic data sources. The list below includes some of the main sources used (individual hazard assessments may include additional sources as appropriate).

FEDERAL

- FEMA Local Hazard Mitigation Plan Guidance (44 CFR § 201.6)
- FEMA National Risk Index (2025)
- NOAA National Centers for Environmental Information (NCEI) Storm Events Database
- U.S. Geological Survey National Earthquake Hazards Program and Utah Geological Survey (UGS) Fault Mapping

STATE

- 2019 Utah State Hazard Mitigation Plan
- UGS Geologic Hazards Mapping (2021–2024)
- Utah Division of Emergency Management Hazard Profiles (2023)
- Utah Drought Response and Mitigation Report (2022)

REGIONAL AND LOCAL

- Morgan County Hazard Mitigation Plan (2021, FEMA-approved)
- Morgan County General Plan (2022)

- Weber Basin Water Conservancy District Multi-Hazard Plan (2023)
- Wasatch Front Regional Council resources (2025)

Risk Assessment Matrix and Methodology

This section provides an overview of how the hazards identified for Morgan County were evaluated. A thorough evaluation of existing plans and data sources was conducted, with additional GIS maps added based on existing sources as well as stakeholder input supporting the analyses where appropriate. The subsections that follow summarize data sources and other factors that went into development of hazard profiles and determination of relative risk.

Methodology and Data Sources

The risk assessment for Morgan County utilizes a comprehensive, multilayered approach that integrates historical disaster data, geospatial analysis, probabilistic risk modeling, and climate projections. This methodology ensures that mitigation planning is data-driven, forward-looking, and aligned with evolving hazard conditions specific to the county.

Key data sources included the following:

- Morgan County Hazard Mitigation Plan (2021) hazard profiles, vulnerability assessments, previous event history
- Utah Flood Insurance Study for Morgan County (1990) baseline flood-risk mapping
- UGS geologic hazard mapping and problem-soil assessments
- Utah statewide and regional climate vulnerability assessments, snowmelt/runoff modeling, and drought projections
- National Inventory of Dams and state dam inventories
- Local land-use, housing, and infrastructure data relevant to exposure (Morgan County General Plan, county public works GIS)

Consideration of Future Conditions and Changing Risks

Because of the potential for evolving hazard dynamics, the risk assessment incorporates projections of climate-driven change, population growth, and infrastructure vulnerability in Morgan County. Key future-condition considerations include the following:

- Earlier spring snowmelt and increased runoff volumes in the Weber River basin
- More intense rainfall events causing flash flooding in steep canyon-drainage systems

- Growth in the wildland-urban interface (WUI) and expanding residential development in valley corridors increasing exposure
- Aging infrastructure (dams, stormwater drains, culverts) with increasing maintenance backlog
- Continued expansion of housing and commuting populations placing more people and assets in hazard-prone zones

CPRI Overview

Table 10 shows overall Calculated Priority Risk Index (CPRI) component weighted values for Morgan County developed in alignment with FEMA's Local Mitigation Planning Handbook methodology and using verified local data as follows:

- 2021 Morgan County Hazard Mitigation Plan
- 2023 Morgan County General Plan
- Utah Department of Public Safety, Division of Emergency Management (DEM) Hazard Profiles
- UGS hazard maps and risk summaries
- NOAA and U.S. Drought Monitor data for 2010–2024

Scores were modified based on input from a November 2026 risk assessment stakeholder workshop. Each hazard is scored 1–4 across four weighted factors described in Table 10, with the CPRI table itself as Table 11.

Table 10: CPRI Component Weighted Values

CPRI Component	Description	Weight
Probability	Likelihood of future occurrence	45%
Magnitude/Severity	Potential impact on people, property, and operations	30%
Warning Time	Amount of time to prepare/evacuate	15%
Duration	Length of time event impacts community	10%

Table 11: Countywide CPRI Table for 2026 Morgan County Local Hazard Mitigation Plan[18]

Hazard	Probability	Magnitude/ Severity	Warning Time	Duration	CPRI Score	Justification Summary
Earthquake	2.5	4	3	3	3.25	Morgan County lies within Weber Segment of Wasatch Fault Zone; potential M6.5–7.0 event could cause severe structural and infrastructure damage.
Radon	4	2	3	4	3.25	EPA Zone 2 (moderate potential, 2–4 pCi/L); elevated indoor radon levels observed in many Morgan County homes, particularly in basements and valley soils; mitigable but persistent long-term exposure risk.
Snow Storms	4	3	2	3	3	Frequent heavy snow events disrupt transportation, utilities, and emergency access; significant impacts on canyon travel routes.
Drought	3.5	3	1	3.5	2.95	Frequent multi-year droughts affect irrigation, livestock, and water supply; economic impacts significant for agriculture and recreation.
Problem Soils	3	2	4	4	2.95	UGS identifies moderate to severe shrink-swell and collapsible soils in valley developments; ongoing structural and infrastructure impacts.
Wildfire	3	3.5	2	2.5	2.9	Increasing frequency near WUI; events like East Canyon Fire (2020) demonstrate vulnerability of canyon and foothill areas.
Flood	3	3	2	2.5	2.75	Frequent spring snowmelt and summer cloudburst flooding; ~120 structures in SFHAs along Weber River and East Canyon Creek; recurring road and crop losses.
Extreme Cold	3	2.5	2	3	2.63	Winter temperatures frequently drop below 0°F; risk to livestock, infrastructure, and vulnerable populations during prolonged cold snaps.
High Wind	3.5	2.5	2	2.5	2.63	Canyon winds exceed 60 mph; impacts include power outages, property damage, and wildfire spread acceleration.
Erosion	3	2	2.5	3	2.55	Common along riverbanks, canyon slopes, and road cuts; worsened by runoff, snowmelt, and post-fire hydrology.
Dam Failure	1	4	3.5	2	2.45	Low-probability, high-consequence hazard; East Canyon and Lost Creek Dams pose catastrophic downstream risk to Morgan City and valley communities.

[18] CPRI: EPA: Calculated Priority Risk Index; U.S. Environmental Protection Agency; M: Magnitude; pCi/L: picocuries per liter; SFHA: Special Flood Hazard Area; UGS: Utah Geological Survey; WUI: Wildland-Urban Interface

Hazard	Probability	Magnitude/ Severity	Warning Time	Duration	CPRI Score	Justification Summary
Landslide	2	3	2.5	2	2.35	Triggered by steep slopes, snowmelt, and wildfire burn scars; localized damage in canyons, steep road cuts, and post-fire areas.
Avalanche	1.5	2	3	1	1.95	Confined to high-elevation backcountry near East Canyon and Wasatch slopes; limited exposure but high severity for recreationists.
Hail	2.5	2	1	1	1.88	Seasonal thunderstorm hazard; small but frequent hail events damage crops, vehicles, and roofing materials countywide.

Table 12 classifies the hazards listed in the CPRI table (Table 11) by overall risk.

Table 12: 2026 Morgan County Local Hazard Mitigation Risk Level Summary

Risk Level	Hazards Included	Notes
Very High (≥3.0)	Earthquake, Radon	Structural and health impacts widespread and long-term.
High (2.6–2.9)	Snow Storms, Drought, Problem Soils, Wildfire, Flood, Extreme Cold, High Wind	Annual recurrence or chronic impacts across multiple sectors.
Moderate (2.0–2.5)	Erosion, Dam Failure, Landslide, Avalanche, Hail	Localized or low-frequency, high-consequence hazards needing targeted mitigation.
Low (<2.0)	None currently rated Low	N/A – all hazards present measurable impact potential.

Probability of Future Events

Probability describes the likelihood that a hazard event will occur within the planning area during the next five years, consistent with FEMA hazard mitigation planning guidance. The 2026 Morgan County Hazard Mitigation Plan Update determines probability using historical occurrence data, regional hazard records, and known environmental conditions that influence hazard formation.

To ensure consistency across hazard profiles, Table 13 describes the following qualitative probability categories that are used and defined based on approximate recurrence intervals observed in historical records and regional hazard data.

Table 13: Probability of Future Events

Probability Category	Definition	Approximate Recurrence
Highly Likely	Hazard occurs regularly within Morgan County or the surrounding region and is expected to occur multiple times during the next five years.	More than once per year
Likely	Hazard occurs periodically and is expected to occur at least once during the next five years.	Once every 1–5 years
Possible	Hazard occurs infrequently but has been documented historically and could occur within the next five years.	Once every 5–20 years

Probability Category	Definition	Approximate Recurrence
Unlikely	Hazard occurrence is rare in Morgan County but remains theoretically possible.	Greater than 20-year recurrence

These probability categories are based on historical observations, regional hazard records, and professional judgment from local and state agencies including the Utah Division of Emergency Management, Utah Department of Transportation, the National Weather Service, and other technical sources.

Avalanche

Hazard Definition

An avalanche is a rapid downslope movement of snow, ice, and debris that occurs when the strength of the snowpack is exceeded by gravitational forces. Avalanches occur when a mass of snow loses stability and slides downslope under the force of gravity. They can be triggered naturally by new snowfall, rapid warming, or wind loading, or by human activities such as skiing, snowmobiling, or road maintenance. In Morgan County, most avalanches occur in steep mountain terrain with slope angles above 30 degrees, primarily in the Wasatch Back and the upper Weber Canyon. Avalanches are classified by type—loose snow, slab, or wet—and can range in size from small slides capable of burying a person to large events that damage structures, roads, or utilities.

Avalanches vary widely in size and impact—from small, loose-snow slides that pose localized risks to large slab avalanches capable of uprooting trees, damaging infrastructure, and causing fatalities. Key factors influencing avalanche occurrence include slope angle and aspect, elevation, snowpack structure, and recent weather conditions such as wind and temperature gradients.

Morgan County lies within the Wasatch Back region of northern Utah, where steep canyon slopes, heavy winter snowpack, and variable freeze-thaw cycles contribute to avalanche potential. Although the County's population centers—Morgan City and Mountain Green—are located primarily in valley areas, major transportation routes such as Interstate 84, State Route 66, and East Canyon Road traverse or lie below steep terrain where avalanches can occur.

According to the Utah Avalanche Center (UAC) and the Utah Division of Emergency Management, most avalanche activity in Morgan County occurs in the Wasatch Range foothills and upper Weber Canyon, near the County's eastern and southern boundaries. Records from the UAC indicate that the broader Wasatch Back region experiences hundreds of reported avalanches annually.

The UAC monitors snowpack stability and issues daily avalanche forecasts during the winter season. The Utah Department of Transportation (UDOT) and U.S. Forest Service also track avalanche conditions along major transportation corridors and recreation zones.

Geographic Location

Avalanche hazard locations in Morgan County are concentrated along steep mountain slopes and canyon corridors within the upper Weber River Basin and adjacent Wasatch Back terrain. Avalanche-prone zones occur primarily in the eastern and southern portions of the County, where elevations exceed 6,500 feet and slopes approach or exceed 30 degrees—conditions common along the East Canyon, Lost Creek, and Hardscrabble drainages.

The UAC identifies recurrent avalanche paths within the broader Wasatch Range that influence Morgan County's high-elevation areas near the Summit and Weber County boundaries. While Morgan County's populated areas—such as Morgan City, Mountain Green, and Porterville—are located in valley bottoms with limited direct exposure, several transportation routes, recreation areas, and utility corridors traverse or lie immediately below avalanche-prone slopes.

Geographically, avalanche concern areas for Morgan County include the following:

- **East Canyon/Porterville Area:** Steep north- and east-facing slopes above East Canyon Reservoir and East Canyon State Park have documented avalanche activity that can impact access roads and backcountry users.
- **Lost Creek Drainage (Devils Slide Vicinity):** High-relief terrain surrounding Lost Creek Reservoir contains multiple avalanche paths that can affect seasonal recreation access and grazing lands.
- **Hardscrabble Canyon and Upper Weber Canyon:** Road corridors and trail systems in these areas are subject to seasonal avalanche risk, particularly following major snowstorms or rapid thaws.
- **Mountain Green Foothills:** Although residential areas are generally below major slide paths, the steep slopes above Trappers Loop (SR-167) and Snowbasin Resort access routes have historically experienced small to medium natural avalanches that can affect transportation or utility lines.

Avalanches in Utah typically occur between December and April, with peak frequency in January and February, corresponding to periods of heavy snow accumulation and fluctuating temperatures. According to the UAC, the Wasatch and Uinta Mountains average over 700 reported avalanches per year. No fatalities have been recorded within Morgan County in recent decades, but avalanches have periodically caused temporary road closures and slope stabilization work along regional corridors managed by UDOT.

Because avalanche mapping is limited outside of state and U.S. Forest Service study areas, Morgan County uses UAC forecasts, slope and elevation data, and local topography to approximate areas of concern. The County's GIS analysis and coordination with UDOT Region 1, the Utah Division of Emergency Management, and the U.S. Forest Service help identify transportation and recreation zones requiring seasonal monitoring.

The following locations illustrate jurisdictional nuances in avalanche exposure across Morgan County:

- **Mountain Green (Unincorporated):** Avalanche-prone slopes above SR-167 (Trappers Loop) and near Snowbasin Resort represent the County's most active avalanche terrain, with UDOT performing periodic mitigation.
- **Morgan City/Porterville:** Slopes above East Canyon Creek and adjacent recreation areas can produce natural slides capable of blocking secondary roads or trail systems. Impacts to valley infrastructure are low but possible during extreme winters.
- **Other Unincorporated Valleys (e.g., Lost Creek, Hardscrabble):** Narrow canyons with steep relief contain several unmapped avalanche chutes where snow slides could impact recreation trails, access roads, or remote properties during severe winter conditions.

Magnitude and Severity

The magnitude and severity of an avalanche in Morgan County depend on factors such as slope angle, elevation, snowpack depth, snow density, weather patterns, and proximity to transportation routes, recreation areas, and other human activity. Unlike flooding, which develops more gradually, avalanches occur suddenly and can release thousands of tons of snow, ice, and debris within seconds, generating speeds of 60 to 80 miles per hour (mph) and exerting forces sufficient to destroy trees, vehicles, structures, and utility infrastructure in their path.

Avalanche intensity is classified using the Destructive Size Scale (D-scale) developed by the Canadian Avalanche Association and adopted by the UAC:

- **D1 – Small:** Could injure a person but unlikely to bury or kill; typically less than 50 cubic meters of snow.
- **D2 – Medium:** Could bury, injure, or kill a person; damages vehicles or small structures.
- **D3 – Large:** Capable of destroying a wood-frame house or breaking trees; up to 10,000 cubic meters of snow.
- **D4 – Very Large:** Can destroy a railroad car, several structures, or a forested area; more than 100,000 cubic meters.
- **D5 – Extreme:** Largest known avalanches; can destroy major infrastructure and alter terrain; more than 1,000,000 cubic meters.

Avalanches occurring in the Wasatch Range and adjacent Morgan County terrain are typically D2–D3 events, though rare D4 slides have been recorded in nearby Ogden Canyon and upper Weber Canyon. While Morgan County has no recorded avalanche fatalities, historical reports and UAC forecast logs indicate periodic medium-sized natural avalanches in East Canyon, Lost Creek, and Hardscrabble Canyon that have closed roads or threatened recreationists.

The UAC also uses the Danger Rose danger rating system which displays avalanche danger by aspect and elevation.[19] The Danger Rose system is a communication tool for backcountry users to understand risk levels depending on where they are on a slope. The system has two parts: first, is a danger rating system (see Figure 8) and a Danger Rose diagram that uses the danger ratings to convey risk at different aspects and elevations (see Figure 9). In Figure 9 you can see that the danger rating is Considerable on the northwest, north, northeast and east facing slopes in the 8000' to 9500' elevation range as well as above 9500' in elevation. The danger is Moderate on west, southwest, south and southeast facing slopes below 8000', in the 8000' to 9500' elevation range as well as above 9500' in elevation.

[19] Utah Avalanche Center, "Tutorial: Reading the forecast," https://utahavalanchecenter.org/forecast/tutorial.

North American Public Avalanche Danger Scale

Avalanche danger is determined by the likelihood, size, and distribution of avalanches.
Safe backcountry travel requires training and experience. You control your risk by choosing when, where, and how you travel.

Danger Level	Travel Advice	Likelihood	Size and Distribution
5 - Extreme	**Extraordinarily dangerous avalanche conditions.** Avoid all avalanche terrain.	Natural and human-triggered avalanches certain.	Very large avalanches in many areas.
4 - High	**Very dangerous avalanche conditions.** Travel in avalanche terrain not recommended.	Natural avalanches likely; human-triggered avalanches very likely.	Large avalanches in many areas; or very large avalanches in specific areas.
3 - Considerable	**Dangerous avalanche conditions.** Careful snowpack evaluation, cautious route-finding, and conservative decision-making essential.	Natural avalanches possible; human-triggered avalanches likely.	Small avalanches in many areas; or large avalanches in specific areas; or very large avalanches in isolated areas.
2 - Moderate	**Heightened avalanche conditions on specific terrain features.** Evaluate snow and terrain carefully; identify features of concern.	Natural avalanches unlikely; human-triggered avalanches possible.	Small avalanches in specific areas; or large avalanches in isolated areas.
1 - Low	**Generally safe avalanche conditions.** Watch for unstable snow on isolated terrain features.	Natural and human-trigged avalanches unlikely.	Small avalanches in isolated areas or extreme terrain.

Figure 8: North American Public Avalanche Danger Scale[20]

[20] Utah Avalanche Center, "Basic Page 13811," https://utahavalanchecenter.org/avalanche-danger-scale.

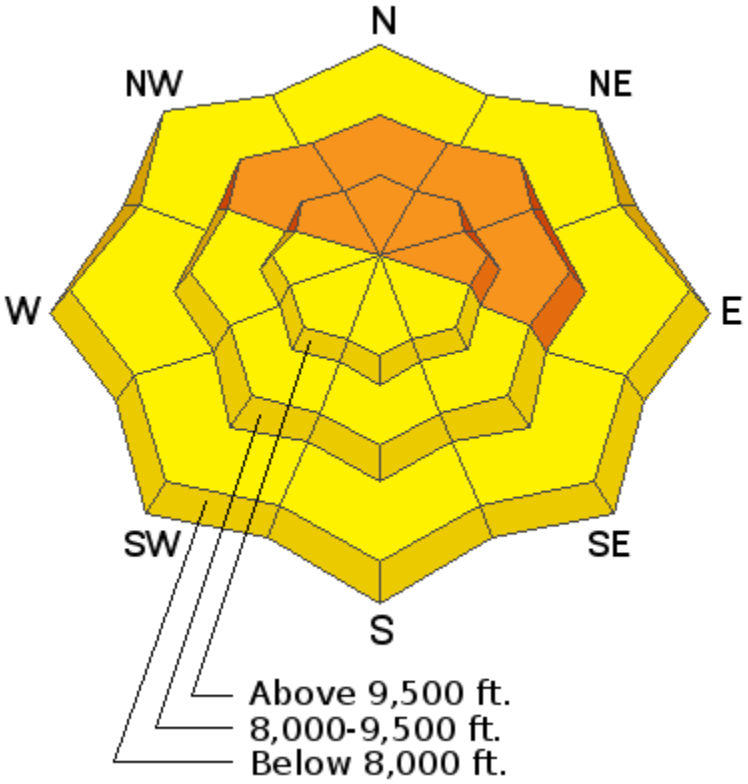


Figure 9: Danger Rose Diagram[21]

MODELED AND OBSERVED AVALANCHE CHARACTERISTICS

Where slope and snowpack analyses are available from the UAC, U.S. Forest Service, or UDOT, typical avalanche characteristics in Morgan County terrain include the following:

- **Runout Distances:** Typical runouts range from 500 to 2,000 feet, depending on slope continuity and snow volume.
- **Flow Velocities:** Velocities typically reach 40 to 80 mph on steep upper slopes, decreasing to 20 to 40 mph in runout zones.
- **Deposition Depths:** A total of 3 to 10 feet of snow may accumulate in confined channels or road cuts, occasionally exceeding 15 feet in deep-drift zones.
- **Snow Density:** Densities range from 200 to 400 kilograms per cubic meter for dry slab avalanches and from 400 to 600 kilograms per cubic meter for wet spring avalanches.

[21] Utah Avalanche Center, "Danger Rose and Location Rose Tutorial," https://utahavalanchecenter.org/danger-rose-and-location-rose-tutorial.

Avalanche debris may also include ice, timber, and boulders, increasing destructive power and complicating rescue operations.

CRITICAL FACILITIES AND LIFELINES AT RISK

Populated areas and critical facilities at or near avalanche exposure zones include the following:

- Transportation corridors such as State Route 66, State Route 167 (Trappers Loop), and canyon access roads near East Canyon Reservoir, which may experience temporary closures during or after heavy snow events
- Utility infrastructure, including overhead power lines and communications equipment crossing steep terrain, particularly near Mountain Green and East Canyon
- Recreation facilities at East Canyon State Park and trailheads accessing National Forest lands, which are periodically subject to avalanche warnings and restricted access

Damage or blockage in these corridors could disrupt emergency response, winter recreation, and commuter travel between Morgan County, Weber County, and Summit County.

COMPARISON TO OTHER HAZARDS

Although avalanches are less frequent than other winter weather hazards in Morgan County, their severity can be extreme when they occur. A medium or large avalanche can deliver impact pressures exceeding 30 to 50 tons per square meter, equivalent to wind speeds over 250 mph, and can reach valley floors within seconds. Unlike other hazards, warning time is often measured in minutes, and response depends heavily on weather forecasting, road closure coordination, and public awareness. The UAC provides daily forecasts throughout the winter, and UDOT Region 1 conducts mitigation through avalanche control operations on major state routes.

Historical Occurrences

Morgan County has not experienced a catastrophic avalanche event within its populated areas in recorded history. Historical records from the UAC, Utah Division of Emergency Management, and the National Avalanche Database do not document any avalanche fatalities within Morgan County boundaries as of 2025. However, avalanches are a recurring winter hazard in high-elevation and canyon areas, and the County's proximity to the steep terrain of the Wasatch Back requires ongoing awareness and seasonal monitoring. Figure 10 shows the location of known avalanches, including those that resulted in injuries or fatalities, as recorded by the UAC. Most occurrences near Morgan County have been concentrated in the Wasatch Mountains between Morgan County and neighboring Davis and Weber Counties.

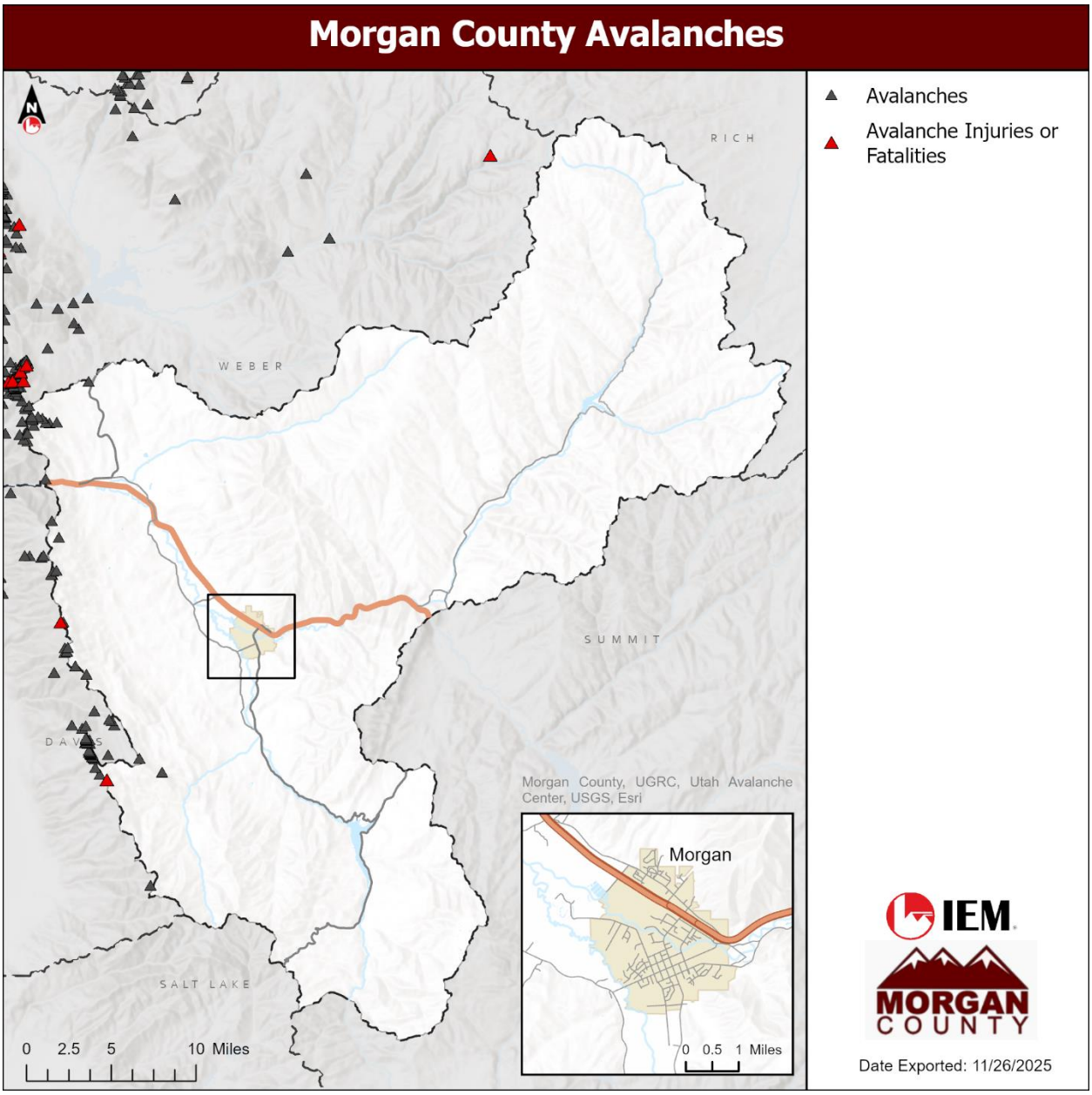


Figure 10: Past Avalanche Incidents Near Morgan County

Although no large, destructive avalanches have directly impacted Morgan City or Mountain Green, several documented avalanche events have affected transportation, recreation, and utilities in and near Morgan County:

- **Trappers Loop Corridor (State Route [SR]-167) – Winters of 2010, 2017, and 2023:** UDOT Region 1 reported multiple snow slides and temporary road closures due to avalanche activity near Snowbasin Resort access routes and steep slopes above Mountain Green. None resulted in injuries, but several events required mechanical snow removal and temporary detours.
- **East Canyon Area – Winter 2019 and 2023:** Natural avalanches occurred on steep north-facing slopes above East Canyon Reservoir following major snowstorms. The Weber Basin Water

Conservancy District reported localized debris and snow deposition near access roads to East Canyon State Park, prompting brief closures and avalanche warnings.

- **Lost Creek Canyon – Winter 2023:** Heavy accumulation and rapid warming in March 2023 triggered several small to moderate avalanches on east-facing slopes near Lost Creek Reservoir. These events deposited 2 to 4 feet of snow and debris over Forest Service access trails and minor utility corridors; no structures were damaged.
- **Hardscrabble Canyon – 2021:** A small, wet-snow avalanche temporarily blocked a local recreation trail near the upper canyon, demonstrating the potential for localized disruptions even outside major transportation corridors.

According to UAC statewide data, the Wasatch Back region experiences over 700 avalanches annually, with an average of three to five fatalities per year, nearly all in backcountry terrain. While no recorded avalanche fatalities have occurred within Morgan County in recent years, avalanches periodically close mountain roads and threaten recreational users in East Canyon State Park and adjacent Forest Service lands. Nearby counties such as Weber and Summit have recorded fatal avalanches within the past decade, underscoring that Morgan County shares similar terrain and meteorological conditions, even if direct impacts have been limited.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of FEMA disaster declaration records and Utah Governor's emergency declarations indicates that Morgan County has not received a federal major disaster declaration or a state disaster declaration specifically attributed to avalanche events since the previous Morgan County Hazard Mitigation Plan update. Avalanche incidents within the County have historically resulted in localized impacts such as temporary road closures, recreation area restrictions, or snow removal operations rather than damages requiring state or federal disaster assistance.

While statewide emergency declarations have occasionally been issued by the State of Utah for severe winter storm conditions affecting multiple counties, these declarations primarily addressed widespread snow accumulation, transportation disruptions, and avalanche mitigation activities conducted by the Utah Department of Transportation and other agencies. Morgan County itself has not been included in a disaster declaration specifically for avalanche impacts since the last plan update.

Probability and Effects of Future Conditions

Based on historical observations and regional avalanche records maintained by the Utah Avalanche Center, the probability of an avalanche occurring within Morgan County's mountainous terrain during the next five years is considered Possible.

Avalanche activity affecting Morgan County most commonly occurs in steep canyon terrain along the Wasatch Back, particularly in the Trappers Loop corridor (SR-167), the East Canyon and Porterville areas, Lost Creek Canyon, and Hardscrabble Canyon. Documented avalanche incidents affecting transportation

corridors or recreation areas have occurred periodically over the past decade, including road closures and snow deposition events reported by the Utah Department of Transportation and the Utah Avalanche Center during the winters of 2010, 2017, 2019, 2021, and 2023. These incidents typically involved small to moderate avalanches that temporarily blocked roads, covered recreation trails, or required mechanical snow removal.

Although avalanche activity occurs regularly in nearby mountain terrain within the Wasatch Range, the probability of a large avalanche directly impacting populated valley areas such as Morgan City or Mountain Green remains low due to the geographic separation between most development areas and steep avalanche start zones. Most avalanche paths occur in higher elevation backcountry areas or above canyon transportation corridors rather than within developed valley floors.

Future avalanche probability may be influenced by several factors including variability in winter snowfall, rain-on-snow events, freeze–thaw cycles that destabilize snowpack layers, and increasing winter recreation activity in backcountry terrain. These factors may increase exposure to avalanche hazards even if the overall frequency of large events remains relatively low.

CURRENT CONDITIONS AND RISK FACTORS

Morgan County lies along the Wasatch Back, where steep canyon walls, deep snow accumulation, and elevations exceeding 6,500 feet create favorable conditions for avalanches between December and April. The UAC identifies recurring avalanche activity in adjacent mountain zones, while several corridors within or near Morgan County are considered moderate- to high-exposure areas, including the following:

- **SR-167 (Trappers Loop):** Frequent natural and storm-triggered avalanches affect slopes above Snowbasin Resort access routes; managed by UDOT Region 1.
- **East Canyon and Porterville Drainages:** Steep, north-facing slopes above East Canyon Reservoir and State Park prone to wet slab slides.
- **Lost Creek Canyon and Hardscrabble Canyon:** Remote areas with high relief and narrow channels where avalanches have periodically closed roads or obstructed trails.
- **Foothills Near Mountain Green:** Steep terrain above residential growth zones where small, localized slides may affect utilities or minor roadways.

While Morgan County does not maintain formal avalanche hazard maps, UAC, the U.S. Forest Service, and UDOT actively monitor conditions and implement forecasting, control operations, and road closures to mitigate hazard exposure along these corridors. Figure 11 shows the current danger ratings for regional areas of Utah maintained by the Utah Avalanche Center.

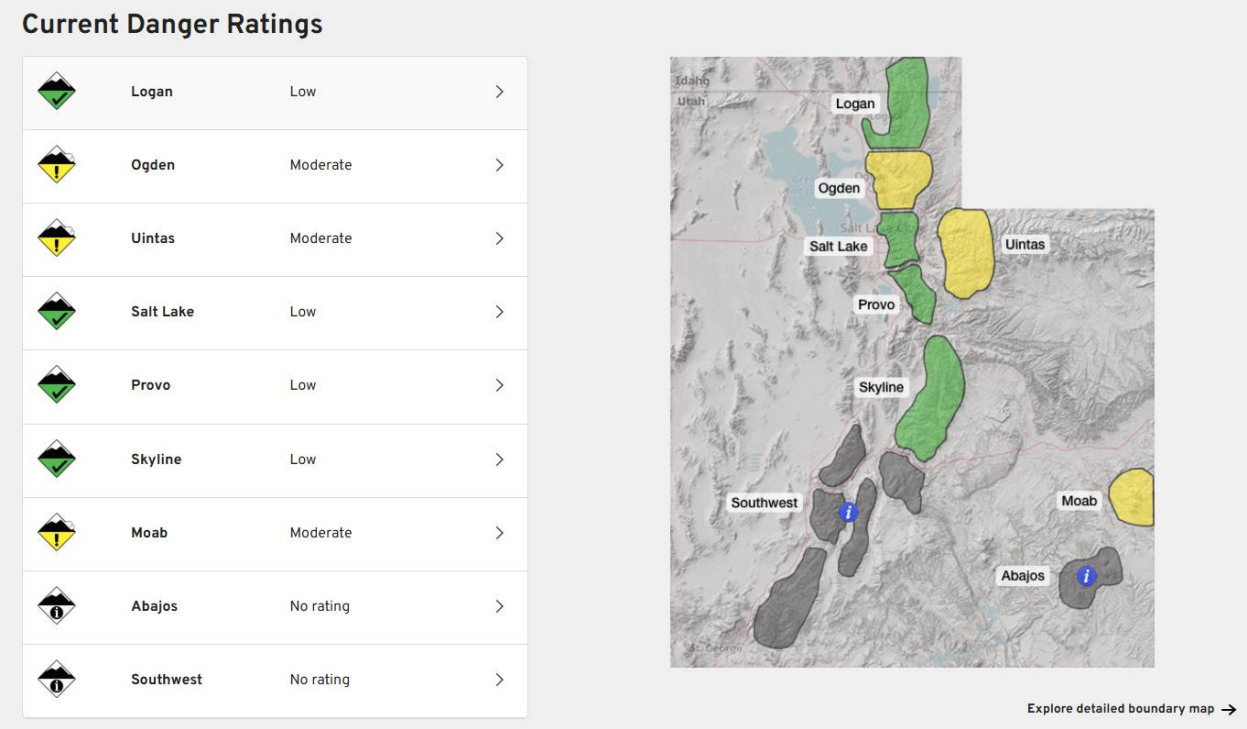


Figure 11: Utah's Current Avalanche Danger Ratings[22]

INFLUENCES ON FUTURE PROBABILITY

Several evolving environmental and social factors are likely to influence avalanche behavior and risk within Morgan County:

- **Climate Variability:** Northern Utah's snowpack is becoming more variable due to warmer winters, more intense snowstorms, and increased rain-on-snow events, all of which destabilize snow layers. The 2022 to 2023 winter season produced record snowfall (800 to 900 inches in some Wasatch locations) and triggered multiple avalanche cycles statewide, leading to temporary road closures near Trappers Loop and East Canyon.
- **Increased Recreation and Mobility:** Expanding skiing, snowmobiling, and backcountry touring activities have increased human exposure in historically low-use avalanche terrain. Proximity to Snowbasin Resort and Powder Mountain brings higher recreation traffic through Morgan County's mountain corridors.
- **Development in Foothill Zones:** Ongoing residential growth in Mountain Green and upper valley slopes introduces potential exposure to smaller, storm-triggered avalanches and secondary snow movements. Utility and communication lines crossing steep terrain may face intermittent snow or debris impacts.

[22] Utah Avalanche Center, "Current Danger Rating" 2025, https://utahavalanchecenter.org/

- **Snowpack and Vegetation Changes:** Drought, wildfire, and vegetation loss can reduce natural slope anchors, increasing slide potential on south- and west-facing slopes. Rapid freeze–thaw cycles and crust layers from warmer winters further reduce snowpack stability.

Collectively, these trends suggest that while overall avalanche frequency may not dramatically increase, the timing, character, and impacts of events will continue to evolve, requiring enhanced monitoring and preparedness. County staff and partners track avalanche activity using UAC forecasts, snow-water equivalent trends, and National Oceanic and Atmospheric Administration/UDOT incident data.

EXPECTED EFFECTS OF A SIGNIFICANT AVALANCHE

If a large or widespread avalanche event were to occur in Morgan County, the following effects would be anticipated:

- **Transportation Impacts:** Immediate road closures could affect SR-167 (Trappers Loop), SR-66 (East Canyon), and local canyon access roads, potentially lasting from several hours to multiple days.
- **Utilities and Lifelines:** Overhead power and communication lines crossing mountain passes could be damaged or rendered temporarily inaccessible.
- **Recreation and Public Access:** Areas such as East Canyon State Park, Lost Creek Reservoir, and Wasatch-Cache National Forest trails could face temporary closures or evacuation during active avalanche cycles.
- **Emergency Response:** Access to affected areas may be delayed due to debris accumulation, poor visibility, or blocked routes in narrow canyons, increasing response times for law enforcement and emergency medical services units.

Dam Failure

Hazard Definition

A dam failure is a structural or operational failure resulting in the uncontrolled release of impounded water. Failure can result from overtopping, internal erosion, seismic shaking, structural deterioration, or operator mistakes. While rare, dam failures can cause significant downstream flooding, endangering life and property.

Dams may fail with little to no warning, and the resulting flood wave can travel downstream with extreme speed and force. Dam failures are especially dangerous because the volume of water released and the speed of inundation can far exceed typical riverine flood conditions. The consequences of dam failure depend on several factors, including the volume of the reservoir, the breach mechanism and size, downstream topography, and proximity to populated areas.

Dams are regulated based on their hazard potential classification, not the physical condition of the dam itself. The Utah Division of Water Rights, Dam Safety Section, classifies dams into the following hazard categories:

- **High Hazard Potential:** Failure may cause loss of human life.
- **Moderate Hazard Potential:** Failure may cause significant damage but no probable loss of life.
- **Low Hazard Potential:** Failure results in minimal damage with no probable loss of life.

Morgan County contains multiple dams of various sizes, most of which are owned by irrigation companies or state or federal entities. The most significant dams for Morgan County's downstream risk profile are East Canyon Dam and Lost Creek Dam (both Bureau of Reclamation Weber Basin Project facilities within the county), and the upstream Echo Dam and Wanship (Rockport) Dam in Summit County, which influence flows into Morgan County. The Utah Division of Water Rights, Dam Safety Section, classifies most of these as High Hazard Potential due to downstream development exposure rather than structural condition.

Geographic Location

Dam failure hazard locations in Morgan County are concentrated where small and medium-sized irrigation, detention, and private/residential impoundments exist in the upper and mid-watersheds feeding the Weber River and its tributaries. The County's dam inventory (state and locally compiled) identifies multiple impoundments whose potential downstream inundation zones intersect populated places, road corridors, and agricultural lands in Mountain Green, Morgan City, Porterville/Portersville, and adjacent unincorporated valleys. The Morgan County and Utah state dam inventories used in recent hazard analyses list specific dams of local concern, including Cobble Creek Dam (Mountain Green), East Canyon (Portersville), Lost Creek (Devils Slide), the Northwest impoundment in Mountain Green, and smaller private/residential features such as Silver Leaf (homes below dam), among others. Echo Dam

(upstream at Echo Reservoir) and Wanship (Rockport) Dam are located in Summit County but lie on the Weber River system upstream of Morgan County and are included because their inundation footprints and operational releases can affect Morgan County. Utah's state dam inventory confirms multiple state-regulated dams in the Mountain Green area, including Northwest Reservoir and Silver Leaf.

Geographically, dams and reservoirs relevant to Morgan County are located in the following areas:

- In the northern and eastern foothills above Mountain Green and the Weber River valley, where small irrigation and detention dams impound headwater drainages that discharge toward Mountain Green and Mountain Green's downstream neighborhoods
- In the East Canyon/Portersville drainage above Morgan City and surrounding agricultural lands, where the East Canyon impoundment(s) can influence flows along East Canyon Creek and the Weber River corridor
- At scattered private/residential sites on smaller tributary drainages (e.g., Silver Leaf, Cobble Creek), where overtopping or breach could send rapid flows into downstream subdivisions, county roads, and irrigation infrastructure

Table 14: Dams in Morgan County

Major Dam	River Basin	Downstream Risk Zone	Hazard Classification	Owner/Agency
East Canyon Dam	East Canyon Creek	East Canyon State Park; SR-65 corridor	High Hazard	Bureau of Reclamation
Lost Creek Dam	Lost Creek	Lost Creek community, SR-167 corridor	High Hazard	Weber Basin Water Conservancy District
Mountain Green Reservoir	Weber River Tributary	Mountain Green	Significant Hazard	Private
Croydon Diversion	Weber River	Croydon, Peterson	Low Hazard	Local Irrigation Co.

Because the state classifies dams by hazard potential (high, moderate, low) based on downstream consequences rather than structural condition, the mapped concern for Morgan County focuses on dams whose failure would put people or critical lifelines at risk (i.e., high-hazard potential or dams located above populated corridors). The local planning team coordinated dam location and consequence information with state and local dam contacts during plan development to ensure the County's hazard profile included dams identified in state inventories and analyses. Figure 12 shows the locations of dams within Morgan County and their hazard rating as reported by Utah Division of Water Resources Dam Safety Section.

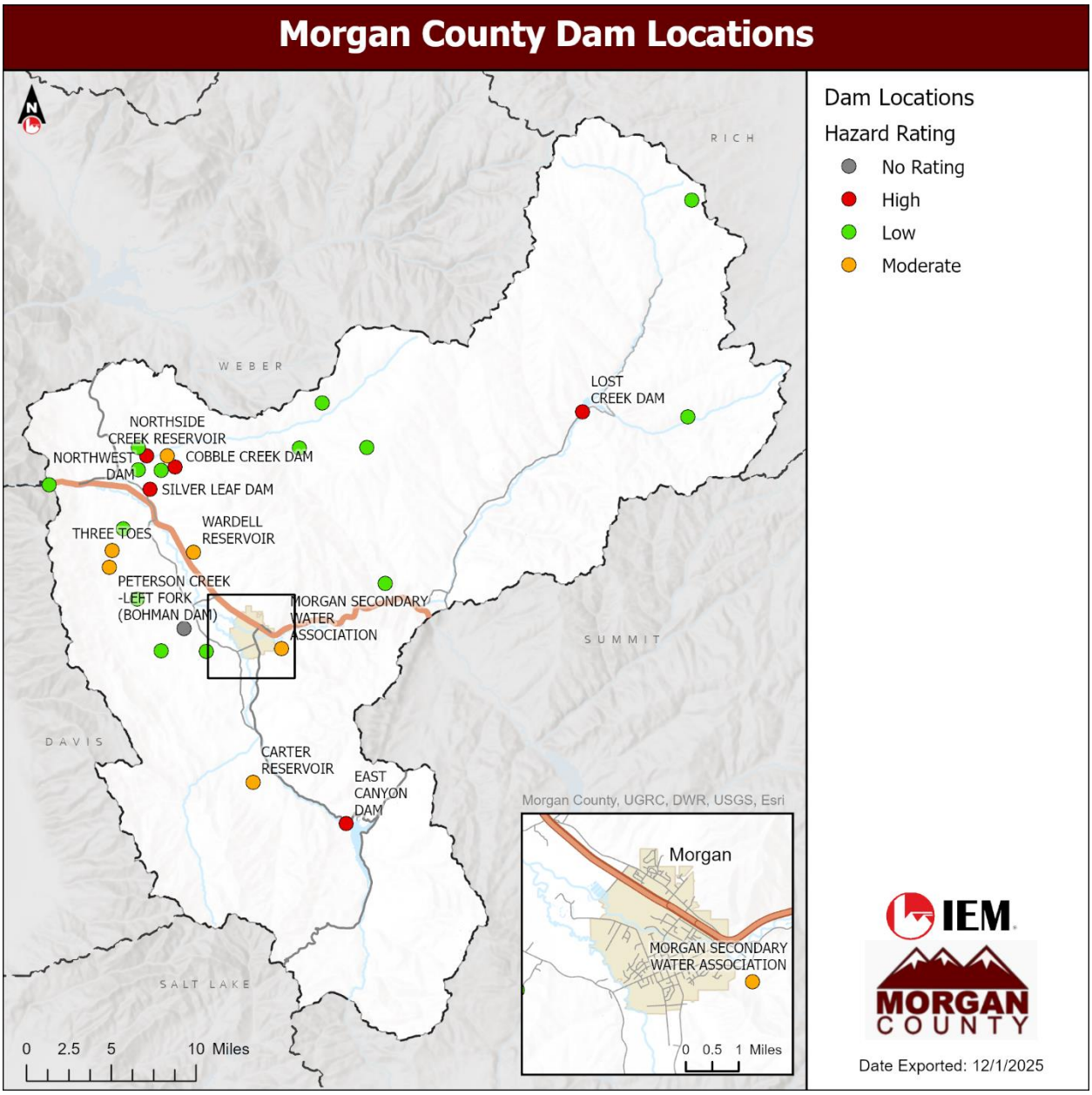


Figure 12: Dam Locations In Morgan County

Where inundation mapping or formal breach studies are not available for a specific dam, the County uses proxy methods to estimate downstream exposure, including topographic flowpath analysis, county parcel and road overlays, and the State's High Hazard Potential Dam tables. FEMA's 2025 Local Mitigation Planning Handbook notes that hazards originating outside the jurisdiction (e.g., an upstream dam) must still be profiled when they may affect the community.

Following is a list of jurisdictional nuances:

- **Mountain Green (Unincorporated):** Multiple small to medium impoundments upstream of residential growth areas create concentrated downstream exposure; several county roads and newer subdivisions lie in potential flowpaths noted in local inventories. State datasets identify Northwest Reservoir near Mountain Green.
- **Morgan City/Portersville:** East Canyon and other impoundments upstream of Morgan City may produce rapid, high-volume flows into the Weber River corridor; agricultural lands and older infrastructure near the river are prioritized as potentially affected areas.
- **Other Unincorporated Valleys (e.g., Porterville, Devils Slide Vicinity):** Privately owned or irrigation district dams in narrow drainages can produce localized, high-velocity flood waves and debris flows with limited warning time.

Magnitude and Severity

The magnitude and severity of a dam failure event in Morgan County depend on the size of the dam, the volume of water impounded, the breach mechanism, downstream topography, and the density of population and infrastructure within the inundation zone. Unlike riverine flooding, a dam failure produces a sudden surge of water with high velocities and potentially devastating impacts on downstream areas.

Modeled inundation depths within mapped high-hazard zones range from 3 to 15 feet near channel centers, with potential flow velocities exceeding 10 feet per second in narrow canyons. Warning times may range from 30 minutes to 2 hours, depending on breach location and flow routing.

Loss-of-life potential is highest immediately downstream of East Canyon and Lost Creek Dams, where recreation use and state park facilities are concentrated. Damage extent would also depend on whether failure occurs during peak storage or snowmelt runoff.

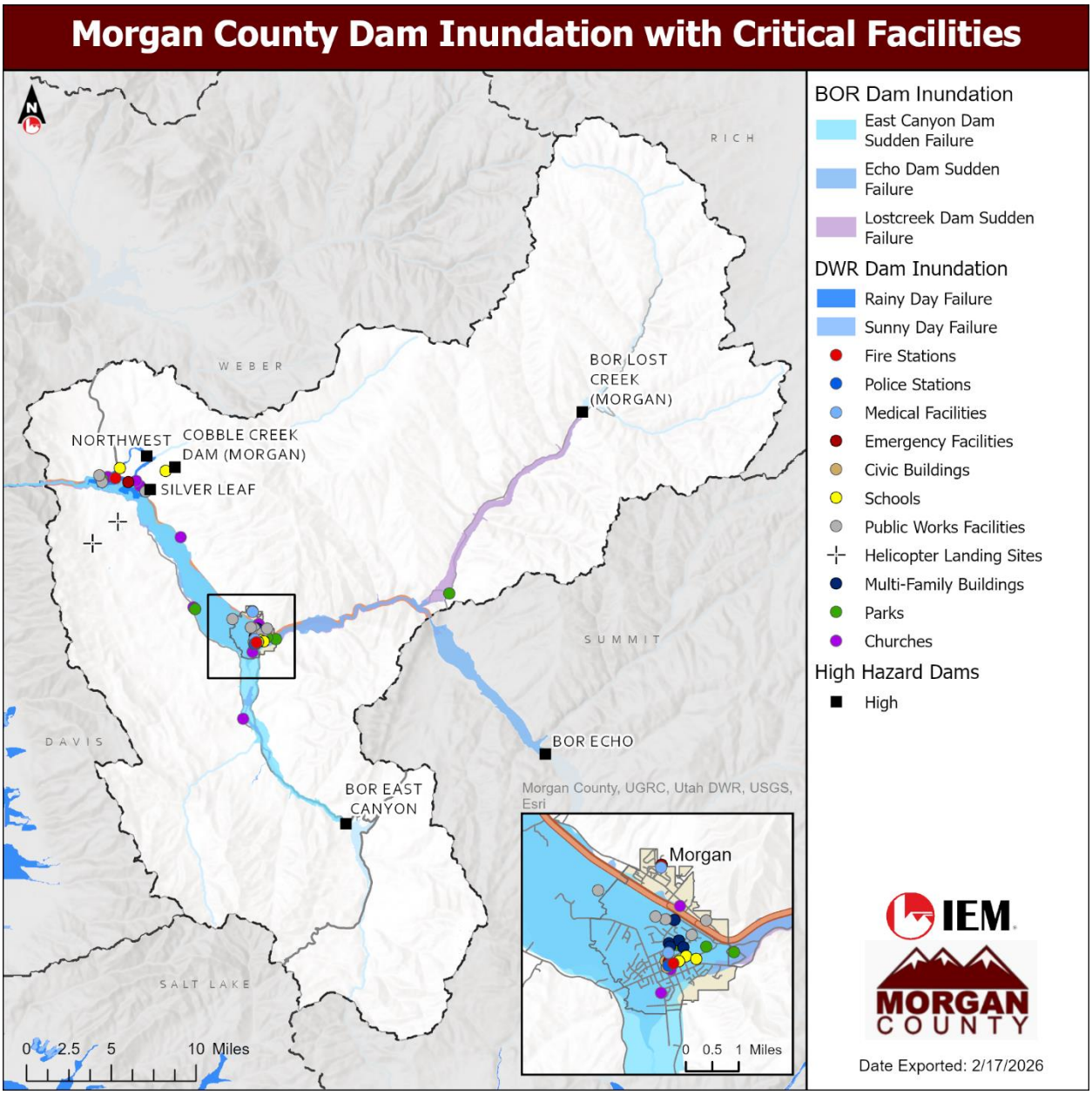


Figure 13: Dam Inundation Areas

MODELED INUNDATION CHARACTERISTICS

Where Emergency Action Plans or state breach analyses are available, inundation maps show the following:

- Peak flow velocities can exceed 10–15 feet per second in narrow canyons and drainage channels immediately below a breached dam.
- Flood depths in primary channels may exceed 5–15 feet in the first mile below a breached high hazard dam.

- Floodwaters may carry significant sediment, debris, and large woody material, increasing destructive power.

These generalized depth and velocity characteristics are derived from published dam breach modeling results, engineering studies, and Emergency Action Plan analyses conducted for high hazard dams in Utah and comparable mountainous watersheds, rather than from the countywide GIS inundation layers themselves. The GIS data depict potential inundation extents only and do not model site-specific flow velocities or depths. The characteristics listed above are provided for planning context to illustrate the potential severity of dam failure impacts where formal breach modeling is available.

CRITICAL FACILITIES AND LIFELINES AT RISK

Populated areas and critical facilities within downstream inundation zones include the following:

- Mountain Green subdivisions and county road corridors downstream of Cobble Creek and other small high hazard dams. I-84, the primary transportation route through Mountain Green, could be affected by flooding following a failure of one of these dams. Mountain Green Fire Department and a sewer treatment plant are both in the potential inundation area for the Northwest Dam.
- Morgan City neighborhoods and agricultural lands along the Weber River and East Canyon Creek downstream of East Canyon Dam. There is significant overlap in the inundation areas of East Canyon, Lost Creek and Echo Dams in Morgan City. Many roads have the potential to be damaged by flooding, including I-84, which provides the primary route through the county. Emergency response facilities, civic buildings, public works facilities, schools, parks, and residences in much of the city southeast of I-84 would be affected by a failure.
- County bridges, State Routes 66 and 167, and utilities (pipelines, powerlines) that cross or parallel stream corridors.

Damage to these facilities would severely disrupt local response, transportation, and utility service. Although dam failures are rare events compared to seasonal flooding, their severity is much higher. A breach of a high hazard potential dam can produce flows and depths far exceeding the 100-year riverine flood, and with much less warning time.

Historical Occurrences

Morgan County has not experienced a catastrophic dam failure event within its boundaries in recorded history. Recent county and state planning documents reviewed do not document any complete structural dam failures in Morgan County. As of 2025, no dam in Morgan County has suffered a complete structural failure resulting in uncontrolled release of its impounded water. However, dam safety remains a critical concern because of the presence of multiple high hazard potential dams whose downstream inundation zones include populated areas, transportation corridors, and agricultural lands.

Although no complete failures have occurred, several events demonstrate the ongoing potential for dam-related hazards:

- **East Canyon Dam – 2011 and 2017:** High runoff conditions and sediment accumulation required controlled releases and emergency spillway operations to maintain safe reservoir levels. No structural issues were reported, but local agencies monitored downstream areas closely for elevated flows along East Canyon Creek and the Weber River corridor.
- **Lost Creek Dam – 2019:** Routine inspections by the Utah Division of Water Rights identified minor seepage and spillway maintenance needs. Repairs were completed without incident; no breach occurred.
- **Cobble Creek and Silver Leaf Dams – Mountain Green, 2022–2023:** Increased precipitation and rapid snowmelt in spring 2023 led to higher-than-usual reservoir levels. County emergency managers coordinated with dam owners to verify spillway capacity and emergency action plan readiness. No failures occurred, but localized high flows were reported downstream in small drainage channels.
- **Spring 2023 East Canyon Reservoir High Inflows:** Following record snowpack, Weber Basin Water Conservancy District officials warned that East Canyon Reservoir (Morgan County) could reach capacity and spill; county officials issued public advisories as inflows exceeded normal outlet capacity[23].

STATE AND FEDERAL DISASTER DECLARATIONS

A review of FEMA disaster declaration records and Utah Governor's emergency declarations indicates that Morgan County has not received a federal major disaster declaration or a state disaster declaration specifically attributed to dam failure since the previous Morgan County Hazard Mitigation Plan update. While high runoff and reservoir management events—such as those observed during the 2011, 2017, and 2023 spring runoff seasons—have required monitoring, controlled releases, or coordination with dam operators, none of these incidents resulted in structural dam failure or disaster declarations for Morgan County.

Although statewide emergency declarations have occasionally been issued by the State of Utah for severe weather conditions affecting multiple counties, Morgan County has not been included in a state or federal disaster declaration specifically related to dam failure since the last plan update.

Probability and Effects of Future Conditions

The Based on historical records and dam safety monitoring data, the probability of a catastrophic dam failure affecting Morgan County within the next five years is considered Unlikely. Under the probability framework used in this plan, Unlikely indicates that the hazard is rare and has not occurred in the planning area in recorded history but remains possible due to the presence of dams and potential triggering factors such as extreme runoff, seismic activity, or infrastructure failure.

Morgan County has not experienced a complete structural dam failure within its boundaries in recorded history. Routine inspections conducted by the Utah Division of Water Rights Dam Safety Section, along

[23] Utah Division of Water Resources, Spring Runoff Report, 2023, https://water.utah.gov/.

with maintenance activities performed by dam owners such as the Bureau of Reclamation and Weber Basin Water Conservancy District, help reduce the likelihood of structural failure. However, the presence of several high hazard potential dams - including East Canyon Dam and Lost Creek Dam - and smaller impoundments upstream of populated areas means that a dam failure, while rare, could produce severe downstream flooding impacts if it were to occur. According to the Utah Division of Water Resources, nearly 50% of the state's dams were constructed before 1975, using engineering standards that are now considered outdated, raising concerns about their long-term reliability[24].

In addition to aging infrastructure, there is a significant increase in downstream development, particularly in areas like Mountain Green and Morgan City. The growth in both residential and commercial sectors elevates the risk of population exposure to potential inundation zones. As more people move into these areas, the stakes for dam safety continue to rise.

Seismic risk adds compounding exposure. The Weber Segment of the Wasatch Fault runs near the county's western boundary, and a large earthquake could produce ground shaking capable of damaging embankment dams or appurtenant structures. The Utah Geological Survey estimates a 10%–12% probability of an M 6.75 or larger event along the Weber Segment within 50 years.

Climate variability also plays a crucial role in shaping the challenges faced by these dams. Recent observations indicate that snowpack trends in northern Utah are marked by increasing variability in both the timing and magnitude of spring runoff. The Natural Resources Conservation Service (NRCS) reports that the snowpack in the Weber River Basin, which includes parts of Morgan County, has exhibited significant fluctuations, with peak snowpack levels varying by as much as 50% year over year over the past decade[25].

Events that combine rain and snow, which were once considered rare, are now becoming more frequent. Such occurrences can lead to rapid reservoir filling that exceeds design expectations, placing significant stress on spillways and heightening the risk of overtopping. The spring runoff emergency of 2023 serves as a stark example of this phenomenon. Public reports indicated that East Canyon Reservoir was nearing spill capacity while inflows exceeded typical outlet capabilities, with inflows recorded at 1,500 cubic feet per second (cfs) during peak conditions, well above the outlet capacity of approximately 1,000 cfs.[26] This situation highlighted the vulnerabilities of narrow mountain reservoirs in Morgan County, demonstrating the urgent need for improved management strategies.

Lastly, sedimentation poses an ongoing challenge for many smaller reservoirs in the region. The Utah Division of Water Resources estimates that sediment accumulation in some reservoirs has reduced their effective storage capacity by as much as 30% over the last 20 years. This reduction can compromise spillway performance, and as capacity diminishes, the likelihood of overtopping during high inflow events increases, further exacerbating the risks associated with dam safety.

[24] Utah Division of Water Resources, "Dam Safety Program", 2021, https://water.utah.gov/).
[25] Natural Resources Conservation Service (NRCS), "Snowpack and Water Supply Forecast", 2023, https://www.nrcs.usda.gov/).
[26] Utah Division of Water Resources, Spring Runoff Report, 2023, https://water.utah.gov/.

Table 15: Summary of Future Dam Failure Risk Factors

Factor	Effect on Dam Failure Risk
Aging Infrastructure	There is increased potential for embankment seepage, spillway erosion, and structural deterioration, especially for dams over 50 years old.
Increased Downstream Development	There is greater population, property, and critical infrastructure exposure within inundation zones in Mountain Green, Morgan City, and Porterville.
Climate Variability	Higher likelihood of simultaneous high inflow and storage conditions from rain-on-snow events and variable snowpack would stress spillways and raise overtopping potential.
Sedimentation	Reduced storage capacity in smaller reservoirs increases risk of overtopping during high inflow events.
Upstream Dam Influences	Failure or emergency releases from Echo Dam or Wanship (Rockport) Dam in Summit County could contribute to downstream flooding impacts in Morgan County.

Drought

Hazard Definition

Drought is defined as a deficiency in moisture that results in adverse impacts on people, animals, or vegetation over a sizable area. It is characterized by the absence of precipitation for an extended period, which can lead to significant ecological, agricultural, and socioeconomic impacts. Federal drought guidance (including U.S. Department of Agriculture [USDA] and National Oceanic and Atmospheric Administration sources) defines meteorological drought as an increase in dry weather conditions from reduced precipitation and increased temperatures that result in hydrological drought, agricultural drought, socioeconomic drought, and ecological drought (see Figure 14):[27]

- **Meteorological drought** happens when an area experiences a prolonged period of unusually dry weather.
- **Hydrological drought** refers to reduced water levels in rivers, reservoirs, and groundwater, often following months of meteorological drought.
- **Agricultural drought** occurs when there isn't enough soil moisture to support crops or livestock.
- **Socioeconomic drought** links the effects of drought to the supply and demand of goods and services, such as water for energy production or food availability.
- **Ecological drought** refers to ecosystem effects of drought, which can increase ecosystem vulnerability to other disturbances and affect a variety of plants and animals in forests and rangelands.

In Morgan County, drought conditions may also exacerbate secondary hazards such as increased wildfire potential, soil subsidence and erosion, water quality degradation, and agricultural losses that affect both local economies and regional food supply chains.[28]

[27] U.S. Department of Agriculture, Forest Service, "Drought," 2025, https://www.fs.usda.gov/managing-land/sc/drought.
[28] Utah Division of Water Resources (UDWR), "Water Resources Plan," 2021, https://water.utah.gov/2021waterplan/.

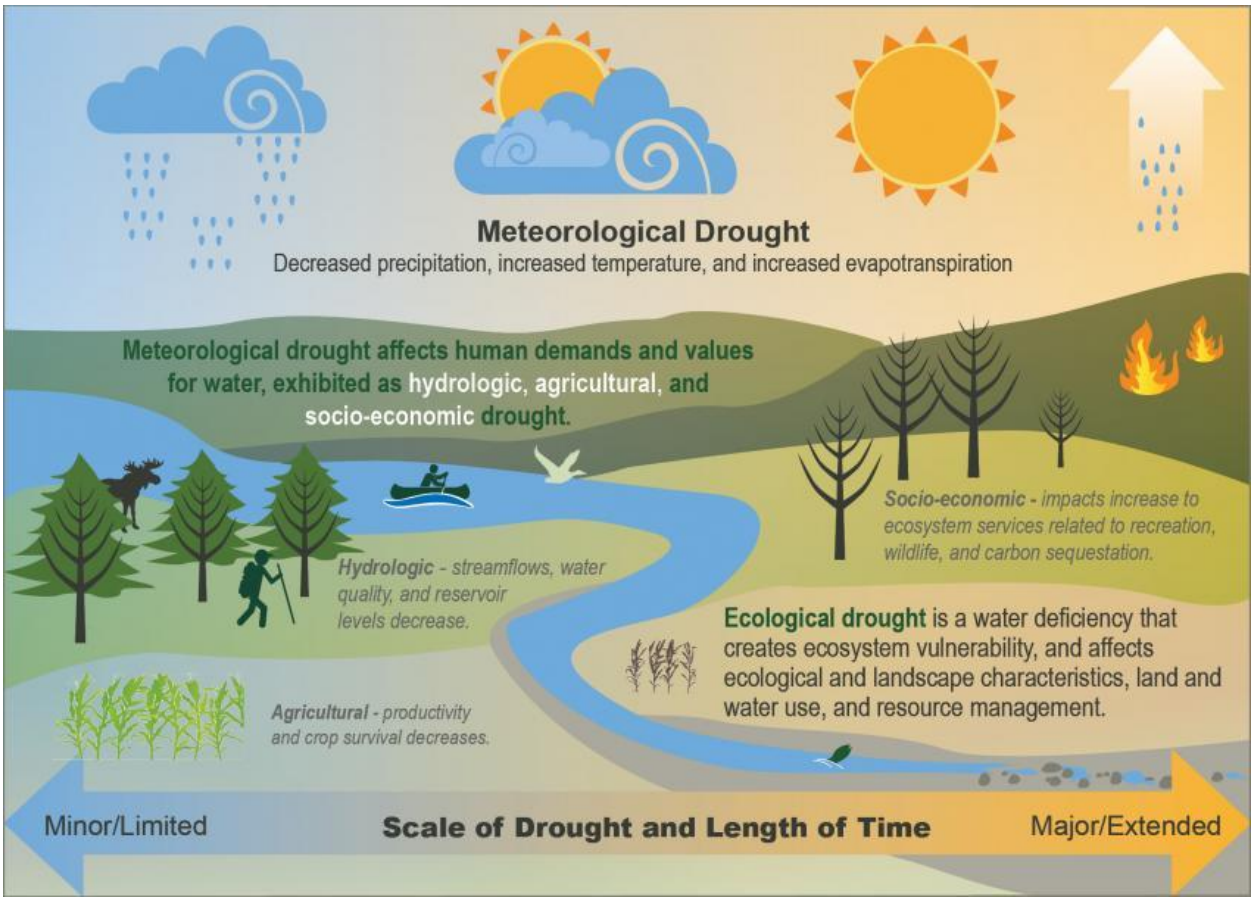


Figure 14: Impacts of Meteorological Drought[29]

Geographic Location

Utah's arid climate makes drought conditions common and expected events. Since 2002, various parts of the state have faced drought conditions due to its vast geographic area and diverse climate. As one of the driest states in the nation, Utah must address concerns about the availability and demand for water supply driven by its rapidly growing population. Drought not only impacts water levels, but it also redefines ecosystems, economies, communities, and natural wonders across the state.[30]

Utah's snowpack provides over 95% of its developed water supply, resulting from slowly melting snow that releases water each spring to feed rivers, lakes, and reservoirs. In years when the snowpack is low, this water resource runs dry, affecting everything downstream.[31] Utah's reservoirs serve as a critical buffer, storing water during wet years to carry the state through dry years. Extended drought conditions can

[29] U.S. Forest Service, "Drought," 2025, https://www.fs.usda.gov/managing-land/sc/drought.
[30] Utah Department of Natural Resources, "Drought in Utah, More than a Water Supply Issue," 2025, https://naturalresources.utah.gov/dnr-newsfeed/drought-in-utah-more-than-a-water-supply-issue/.
[31] Utah Department of Natural Resources, "Drought in Utah, More than a Water Supply Issue," 2025, https://naturalresources.utah.gov/dnr-newsfeed/drought-in-utah-more-than-a-water-supply-issue/.

reduce reservoir levels dramatically, limiting the availability of water for homes, farms, and the environment.[32]

Morgan County lies within two Utah Climate Divisions (Divisions 3 and 5), both characterized by strong reliance on winter snowpack for surface and reservoir recharge. Countywide, public and private water supplies depend primarily on surface water from the Weber River and its tributaries, supplemented by groundwater wells in valley-fill aquifers. The East Canyon, Lost Creek, Echo, and Rockport reservoirs provide key regional storage and supply redundancy (see Table 16). While drought affects all communities in Morgan County, relative vulnerability varies by system configuration, source type, and available interties (connections between water systems for backup or shared supply); these distinctions are detailed in each jurisdiction's annex.

Table 16: Morgan County Water Supply Overview

Primary Water Source Type	Major Systems	Storage/Conveyance	Key Reservoir Influence
Surface water	East Canyon, Lost Creek, Weber River intakes	Pipelines and treatment plants	East Canyon, Lost Creek
Groundwater (wells)	Valley-fill wells (Morgan Valley, Mountain Green)	Distribution systems	Recharge via Weber River and alluvium
Secondary irrigation	Weber Basin Water Conservancy District, private ditch systems	Canals, pressurized irrigation	Reservoir-fed

Magnitude and Severity

The United States Drought Monitor provides a map that identifies areas of drought and classifies them by intensity. Category D1 is the least intense level and D4 the most intense (see Figure 15). Drought is defined as a moisture deficit severe enough to cause social, environmental, or economic effects. Category D0 areas are not technically in drought but are experiencing abnormally dry conditions that could lead to drought or indicate recovery from drought without full return to normal.

In Morgan County, Drought Monitor categories typically trigger local actions ranging from voluntary conservation measures (D1–D2) to formal restrictions and emergency water purchases (D3–D4). Secondary water providers may curtail irrigation seasons when reservoir storage falls below approximately 60% of normal. Figure 16 shows the extent of recent drought conditions in Morgan County and across Utah. Figure 17 shows the drought impact on Morgan County agricultural products as of November 2025.

[32] Utah Department of Natural Resources, "Drought in Utah, More than a Water Supply Issue," 2025, https://naturalresources.utah.gov/dnr-newsfeed/drought-in-utah-more-than-a-water-supply-issue/.

			Ranges				
Category	Description	Possible Impacts	Palmer Drought Severity Index (PDSI)	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: ▪ short-term dryness slowing planting, growth of crops or pastures Coming out of drought: ▪ some lingering water deficits ▪ pastures or crops not fully recovered	-1.0 to -1.9	21 to 30	21 to 30	-0.5 to -0.7	21 to 30
D1	Moderate Drought	▪ Some damage to crops, pastures ▪ Streams, reservoirs, or wells low, some water shortages developing or imminent ▪ Voluntary water-use restrictions requested	-2.0 to -2.9	11 to 20	11 to 20	-0.8 to -1.2	11 to 20
D2	Severe Drought	▪ Crop or pasture losses likely ▪ Water shortages common ▪ Water restrictions imposed	-3.0 to -3.9	6 to 10	6 to 10	-1.3 to -1.5	6 to 10
D3	Extreme Drought	▪ Major crop/pasture losses ▪ Widespread water shortages or restrictions	-4.0 to -4.9	3 to 5	3 to 5	-1.6 to -1.9	3 to 5
D4	Exceptional Drought	▪ Exceptional and widespread crop/pasture losses ▪ Shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0 to 2	0 to 2	-2.0 or less	0 to 2

Figure 15: Drought Classification[33]

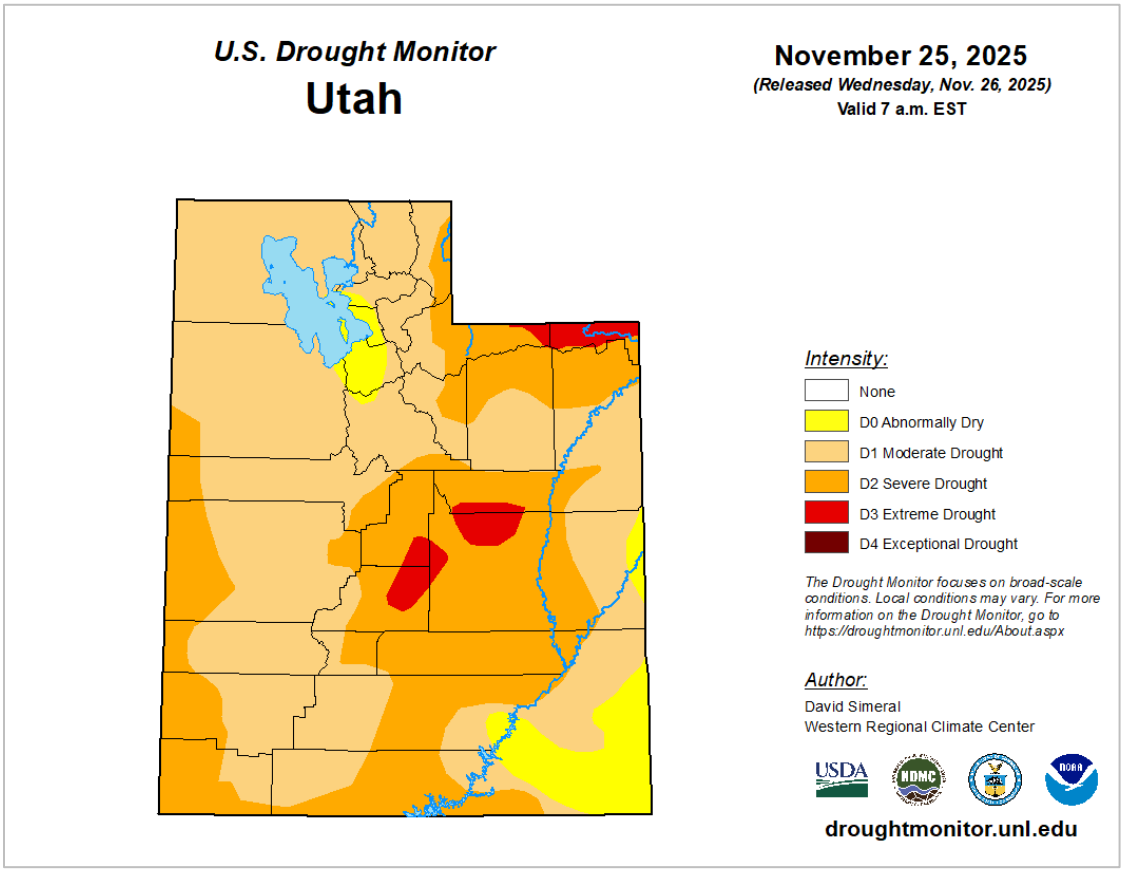


Figure 16: Map of Drought Monitor Conditions in Utah, November 25, 2025

[33] U.S. Drought Monitor, 2025, https://droughtmonitor.unl.edu/About/AbouttheData/DroughtClassification.aspx.



Figure 17: Drought Impacts on Agriculture in Morgan County[34]

The Palmer Drought Severity Index (PDSI) developed by Wayne Palmer in 1965, measures drought severity using temperature, precipitation, and soil moisture (see Table 17). The PDSI has become the "semi-official" drought index as it is standardized across various climates. The index uses zero as normal and assigns a number between +6 and −6, with dry periods having negative numbers and wet periods expressed using positive numbers.[35]

Table 17: Palmer Drought Severity Index Classification and Range[36]

Range	Palmer-Classification
4.0 or more	Extremely Wet
3.0 to 3.99	Very Wet
2.0 to 2.99	Moderately Wet
1.0 to 1.99	Slightly Wet
0.5 to 0.99	Incipient Wet Spell
0.49 to −0.49	Near Normal
−0.5 to −0.99	Incipient Dry Spell
−1.0 to −1.99	Mild Drought
−2.0 to −2.99	Moderate Drought
−3.0 to −3.99	Severe Drought
−4.0 or less	Extreme Drought

Historical Occurrences

Between 2000 and 2025, Morgan County has experienced drought conditions during roughly 60% of years, with at least three extended multi-year events (2002–2004, 2012–2013, 2021–2022).

[34] U.S. Drought Monitor, "Drought Impacts on Agriculture in Morgan County, Utah," 2025, https://www.drought.gov/states/utah/county/Morgan.
[35] National Integrated Drought Information System, "Palmer Severity Drought Index," 2025, https://www.drought.gov/data-maps-tools/us-gridded-palmer-drought-severity-index-pdsi-gridmet.
[36] U.S. Drought Monitor, 2025, https://droughtmonitor.unl.edu/About/AbouttheData/DroughtClassification.aspx.

Table 18: Significant Drought Events in Morgan County (2000–2025)

Year(s)	Peak Intensity Level[37]	Key Impacts/Actions	Notes
2002–2004	D4 (Exceptional)	Severe irrigation curtailments; secondary water shutoffs; low reservoir levels	Governor Emergency Declaration
2012–2013	D3	Reduced irrigation allotments; voluntary residential restrictions	USDA Disaster Declaration
2021–2022	D4	Record low storage; mandatory watering restrictions; emergency drought declaration	Active State Declaration
2024	D2	Early onset of summer restrictions; reservoir below 60%	Observed

Based on the Federal Emergency Management Agency (FEMA) Disaster Declarations Database, Morgan County has received no designation for drought disaster declarations since the last plan update. This reflects FEMA's statutory limitations for drought assistance and differs from agricultural disaster declarations. However, Governor Spencer Cox issued an Executive Order declaring a state of emergency due to drought on March 17, 2021, and again on April 21, 2022, due to drought conditions affecting the entire state.[38] There have been 14 USDA disaster declarations due to drought recorded for Morgan County since 2019.[39]

The most severe drought period in recorded history for the North Central and Northern Mountains Regions occurred in 1934 at the height of the Great Depression and during the same drought period (1930–1936) that caused the "Dust Bowl" on the Great Plains. The longest drought period varied from 11 years for the North Central Region (1953–1963), and 6 years for the Northern Mountains (twice: 1900–1905 and 1987–1992).[40] In 2018, a severe drought caused virtually all of the state to be in a moderate drought, with many areas in extreme drought. This drought peaked in September 2018 and reached −6.16 on the Palmer Drought Severity Index scale statewide.

Figure 18 shows a time series of drought conditions for Morgan County from 2001 to 2025. Severe to exceptional drought conditions occurred from 2003 to 2005 and from 2021 to 2023.[41]

[37] "Peak intensity level" refers to the highest drought category reached, based on the U.S. Drought Monitor.
[38] Morganutah.gov, "Gov. Cox Issues Drought Executive Order," 2021, https://www.morganutah.gov/media/4861.
[39] U.S. Department of Agriculture, 2025, https://www.fsa.usda.gov/resources/disaster-assistance-program/disaster-designation-information.
[40] Utah Division of Water Resources, "Drought in Utah: Learning from the Past – Preparing for the Future," 2007, https://water.utah.gov/wp-content/uploads/2020/06/Drought-Report-Final-VersionBinder2.pdf.
[41] U.S. Drought Monitor, "Morgan County Drought Conditions Time Series 2001-2025," https://www.drought.gov/states/utah/county/Morgan.

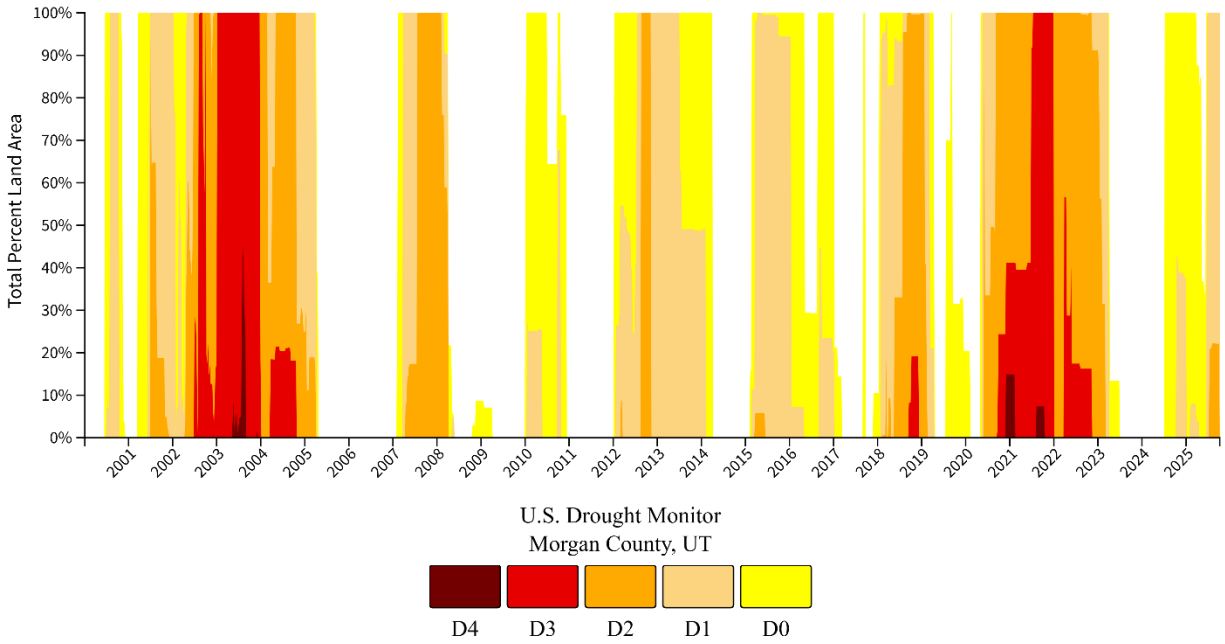


Figure 18: U.S. Drought Monitor Time Series, Morgan County Drought Conditions, 2001–2025[42]

Figure 19 shows forecasts for total precipitation (left image) and abnormal precipitation (right image) for September to November 2025 in the Western United States. The map legend indicates that Utah's total precipitation for the observed time frame was between 0 and 5 inches, and abnormal precipitation ranged from 0 to −0.5 inches.[43]

[42] U.S. Drought Monitor, "Morgan County Drought Conditions Time Series 2001-2025," https://www.drought.gov/states/utah/county/Morgan.
[43] Bureau of Reclamation, Utah State University, Utah Climate Center, 2025, https://climate.usu.edu/westernDrought/.

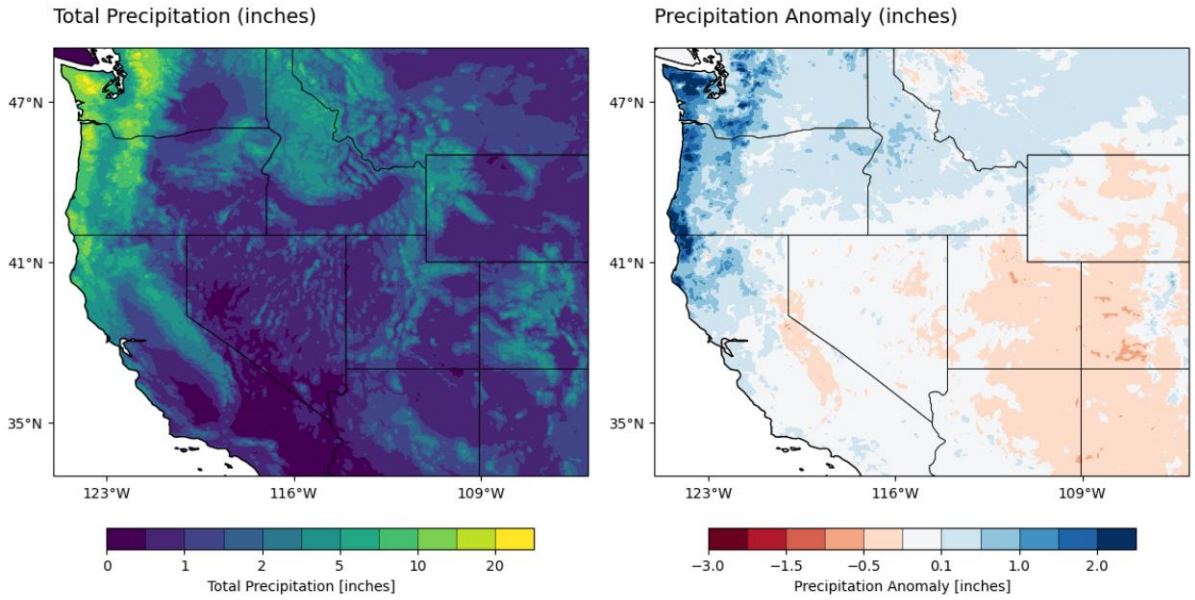


Figure 19: Seasonal Drought Forecast for the Intermountain West, September–November 2025[44]

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received a federal major disaster declaration specifically for drought since the previous Morgan County Hazard Mitigation Plan update. This reflects FEMA's statutory limitations for drought assistance programs and differs from agricultural disaster designations administered by the U.S. Department of Agriculture (USDA).

However, statewide emergency actions have been implemented in response to drought conditions affecting Utah. Governor Spencer Cox issued executive orders declaring a state of emergency due to drought on March 17, 2021, and April 21, 2022, which applied statewide, including Morgan County. In addition, the USDA has issued multiple agricultural disaster designations affecting Morgan County due to drought impacts on crop production and livestock operations. Since 2019, fourteen USDA disaster declarations related to drought have included Morgan County, reflecting the significant agricultural impacts associated with extended dry conditions in the region.

Aside from these statewide emergency actions and agricultural disaster designations, Morgan County has not received a state or federal disaster declaration specifically for drought impacts since the last plan update.

Probability and Effects of Future Conditions

Based on historical climate records, drought monitoring data, and statewide water supply trends, the probability of drought affecting Morgan County within the next five years is considered Highly Likely.

[44] Utah State University, Utah Climate Center, 2025, Seasonal Drought Forecast (usu.edu)

With the county's population projected by some planning scenarios to increase substantially within the next two decades, demand for potable and secondary irrigation water will continue to rise, making periodic restrictions and water-supply shortages increasingly common. Seasonal measures such as no-watering days and the expanded use of secondary irrigation systems are now considered routine management tools rather than emergency responses.

Drought recurrence in Morgan County is closely linked to snowpack deficits in the Weber River headwaters, which supply the county's primary reservoirs and surface-water systems. Historical data from the U.S. Drought Monitor and snow-water equivalent (SWE) records indicate that some form of drought has occurred in roughly seven out of every 10 years, with severe drought (D3 or greater) conditions occurring about once per decade. The Utah Division of Water Resources projects that both the frequency and intensity of moderate to severe drought events will continue to increase, driven by rising temperatures, earlier snowmelt, and longer dry seasons.

To monitor and anticipate changing drought conditions, county staff and water providers track a set of local indicators:

- Percent of median April 1 SWE
- End-of-season reservoir storage levels
- Number of days under mandatory water-use restrictions
- Duration of the secondary irrigation season
- Number of wells reporting below-normal static water levels

Higher average temperatures also intensify environmental and public health impacts related to drought. As shown in Figure 20, increasing temperatures contribute to secondary hazards such as wildfire, flash flooding, air-quality degradation, and surface-water contamination. These factors collectively elevate community health risks and strain emergency and public works resources. Warmer conditions are also expected to expand the range of vector-borne diseases and other health threats previously uncommon in northern Utah.

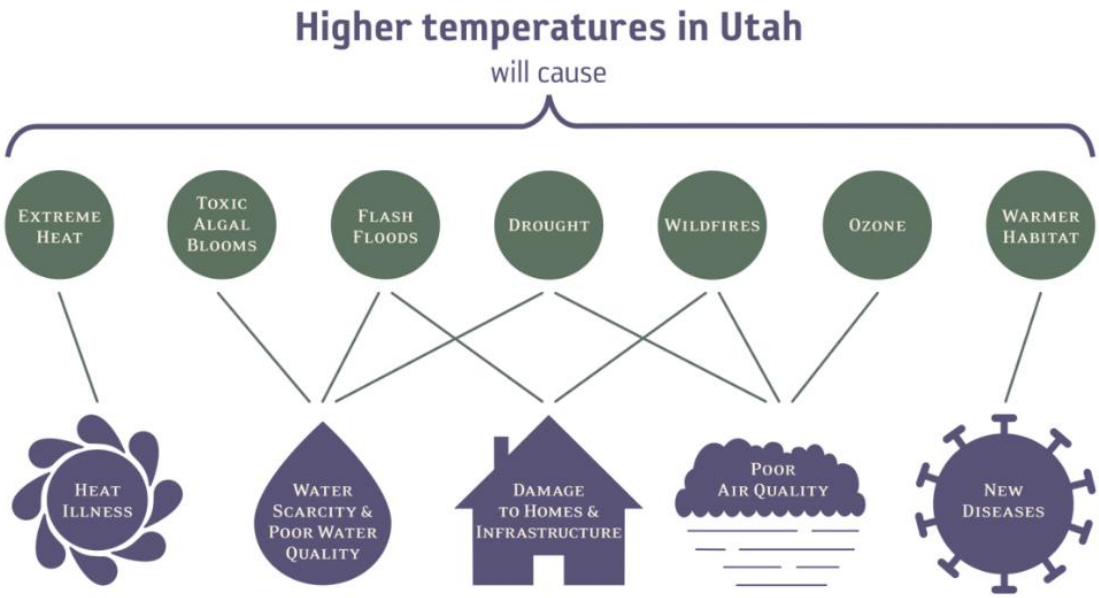


Figure 20: Impact of Higher Temperatures in Utah[45]

The 2024 Utah Enhanced Hazard Mitigation Plan notes that statewide warming trends have been widely documented and are directly contributing to more severe and prolonged droughts. Although Utah remains one of the nation's driest states, its reliance on limited natural precipitation makes it particularly vulnerable to even modest shifts in climate conditions. Proactive identification of system vulnerabilities—such as aging infrastructure, limited storage redundancy, and inequities in water access—will be critical for reducing future drought impacts.

Finally, Figure 21 illustrates water-year precipitation changes, standardized to highlight climate anomalies. The observed record (blue line) reveals the cyclical pattern typical of northern Utah's climate, driven by long-term variations in the western tropical Pacific and shifts in the jet stream position. Understanding these patterns will continue to inform long-range water-resource planning and mitigation efforts.

[45] Natural History Museum of Utah, "Understanding Climate Change in Utah," 2025, https://nhmu.utah.edu/climate-of-hope/climate-change-utah.

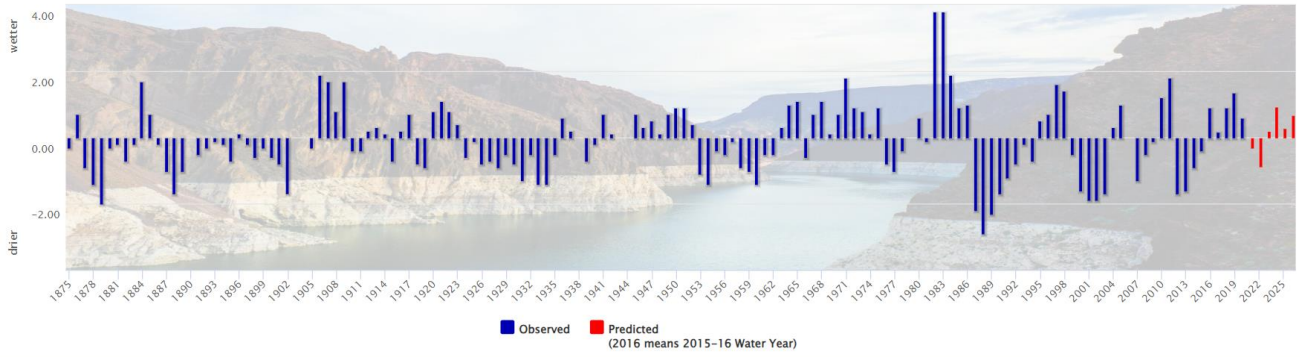


Figure 21: Northern Utah Climate Variability and Prediction[46]

[46] Utah Climate Center, "Northern Utah Climate Variability and Prediction," 2025, https://climate.usu.edu/snowForecast.php.

Earthquake

Hazard Definition

Earthquakes result from the sudden release of energy along faults within the Earth's crust, producing ground shaking and potential surface rupture. Morgan County lies within the Intermountain Seismic Belt (ISB), one of the most active seismic regions in the western United States. The primary local feature is the Weber Segment of the Wasatch Fault Zone, capable of producing large-magnitude earthquakes (magnitude 6.5–7.5, abbreviated as M6.5–M7.5). Earthquakes may also induce secondary hazards such as landslides, liquefaction, surface fault rupture, dam failure, and utility disruption.

Earthquake events are unique hazard events in that they can bear a direct relationship with various other hazards. Secondary effects can include fault rupture, landslides, dam failure, and avalanche. Damage to road and rail infrastructure can complicate disaster response efforts.

The Federal Emergency Management Agency, the U.S. Geological Survey (USGS), and the Utah Geological Survey (UGS) classify Morgan County as having a moderate to high seismic hazard due to its proximity to Quaternary faults and valley-fill sediments that can amplify ground shaking.

Geographic Location

Utah's earthquake hazard is greatest within the ISB, which extends 800 miles from Montana to Nevada and Arizona, and trends from north to south through the center of Utah. Morgan County's seismic exposure is defined by its location along the Weber Segment of the Wasatch Fault Zone. The County also includes several mapped Quaternary faults and landslide-susceptible areas. The highest potential shaking intensities would occur in the Morgan Valley, where unconsolidated alluvial and lacustrine deposits may amplify ground motion. Areas of reduced shaking hazard exist in the eastern highlands underlain by bedrock.

Figure 22 shows how stretching, or horizontal extension, of the crust produces a type of dipping (or inclined) fault called a "normal" fault. The movement of normal faults is characterized by the crust above the fault plane moving down relative to the crust below the fault plane. This vertical movement differs from movement on strike-slip faults like the San Andreas in California, where the crust on one side of the fault slides horizontally past the crust on the other side.[47]

[47] Earthquakes.utah.gov, "Geology of Earthquakes in Utah," 2025, https://earthquakes.utah.gov/#geology.

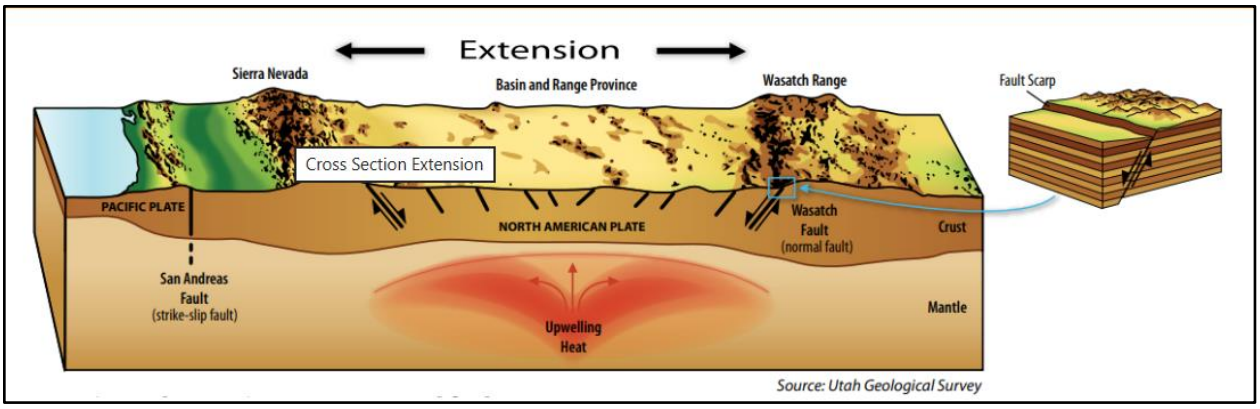


Figure 22: Western Section of North American Plate Diagram in Utah[48]

Figure 23 is a conceptual diagram of a generalized cross section showing a fault rupture that causes an earthquake and generates seismic waves, illustrating how the Wasatch Fault affects the Salt Lake Valley.[49] Figure 24 shows the location of fault lines in or near Morgan County.

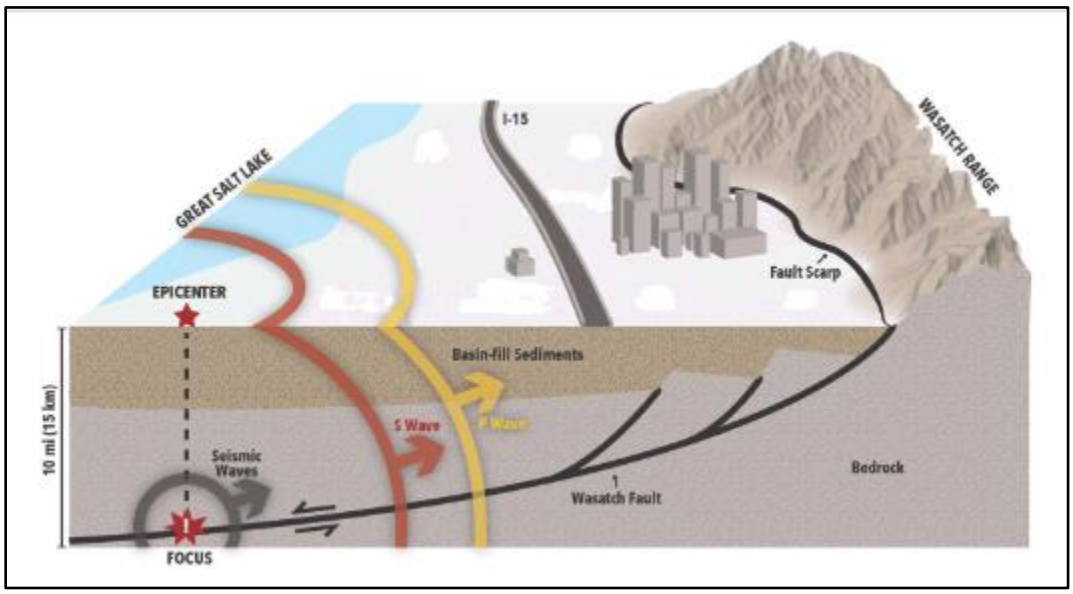


Figure 23: Conceptual Diagram of Wasatch Fault Rupture Cross Section in the Salt Lake Valley[50]

[48] Earthquakes.utah.gov, "Geology of Earthquakes in Utah: Diagram of Western Section of North American Plate," 2025, https://earthquakes.utah.gov/#geology.
[49] Earthquakes.utah.gov, "Geology of Earthquakes in Utah," 2025, https://earthquakes.utah.gov/#geology.
[50] Earthquakes.utah.gov, "Geology of Earthquakes in Utah: Conceptual Diagram of Wasatch Fault Rupture Cross Section," 2025, https://earthquakes.utah.gov/#geology.

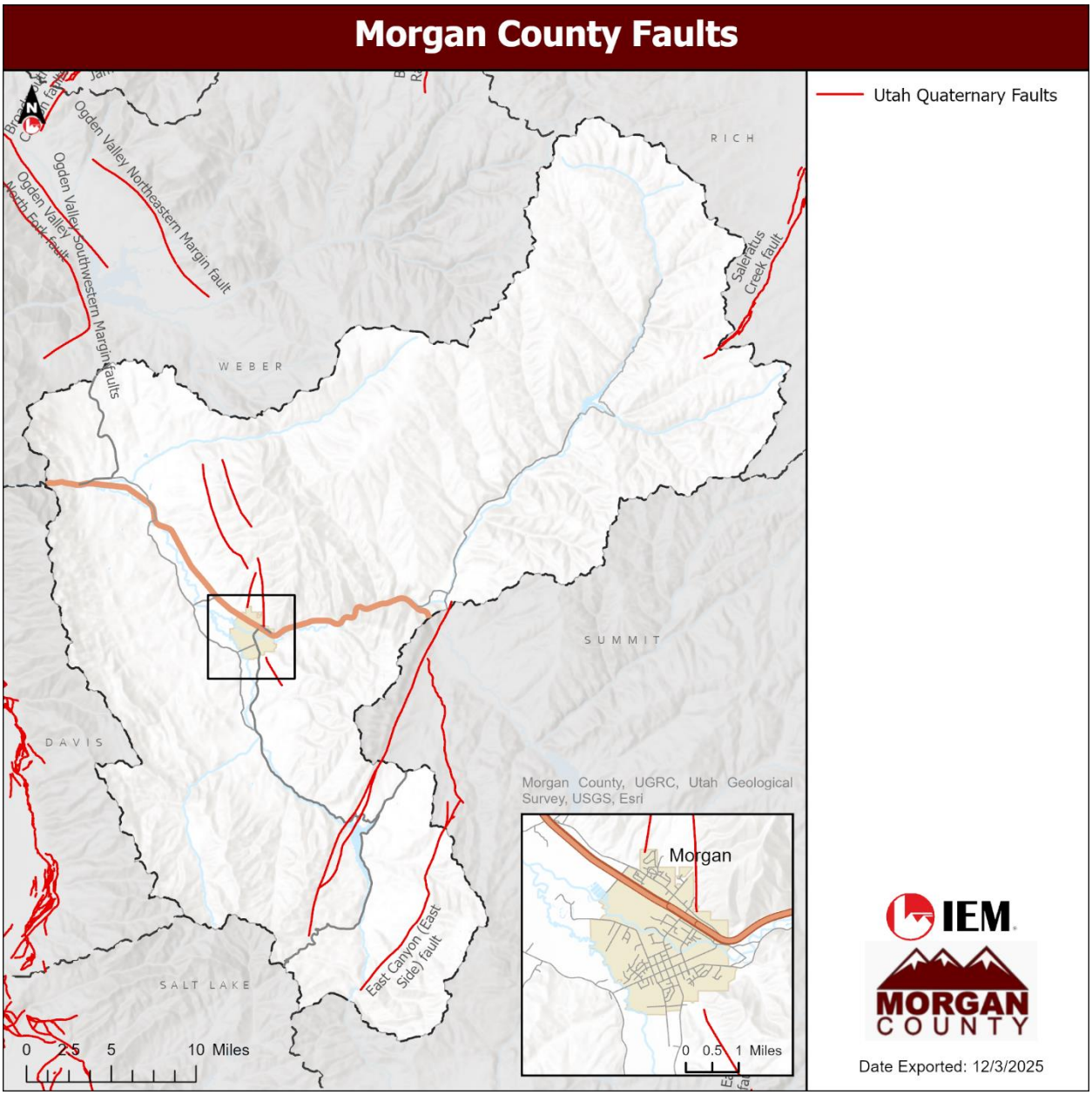


Figure 24: Location Fault Lines, Morgan County

The Utah Geological and Mineralogical Survey study on geological hazards in Morgan County includes the Engineering Geology Map of Morgan County, which shows that the most hazardous terrain consists of mudstone, sandstone, marl, and conglomerate belonging to the Tuffaceous Member of the Salt Lake Formation. The beds of this formation contain varying amounts of volcanic debris, some of which are broken down into clay minerals. The clay content of the formation most frequently creates problems of mass movement, slope stability, expansiveness, and sewage effluent removal.[51]

[51] Utah Geological and Mineralogical Survey, *Geological Hazards in Morgan County with Applications to Planning*, Bulletin 93 (February 1972), https://ugspub.nr.utah.gov/publications/bulletins/B-93.pdf.

A recurrent threat to Morgan County, particularly in hillside developments, is earthquakes that originate along the Wasatch Front. A medium-to-high-magnitude quake in the Ogden vicinity, for example, easily shakes houses in Morgan; earthquakes originating some distance from the county line have been felt in Morgan City. Hillside slope failures likely would be triggered by such a tremor, especially where slopes are presently only marginally stable. Many of the historic landslides were probably triggered in this fashion.[52]

Generally, earthquakes in Utah are associated with active faults in the Earth's crust. None of the faults in Morgan County have been definitively determined to be active by geologists or seismologists. Nevertheless, several faults have displaced geologic materials of Pliocene or Pleistocene age. These faults—the East Canyon Fault and the Morgan Fault—have not been conclusively shown to be inactive.[53]

Table 19: Fault Zones in Morgan County[54]

Name	Fault Type	Length (km)	Time of Most Recent Deformation	Recurrence Interval
Main Canyon Fault (formerly East Canyon Fault)/Weber Segment	Normal	26	Latest Quaternary (<15 ka)	None
Morgan Fault/Weber Segment	Normal	17	Latest Quaternary (<15 ka) to middle and late Quaternary (<750 ka)	25–100 kyr

Abbreviations: km = kilometers; ka = thousand years ago; kyr = thousand years.

Magnitude and Severity

Earthquakes are described in terms of magnitude and intensity. Earthquakes are multi-hazard events with the potential to cause extensive damage and loss of life. The Richter scale was developed in 1935 by Charles F. Richter of the California Institute of Technology as a mathematical tool used to compare earthquake sizes. On the Richter scale, magnitude is expressed in whole numbers and decimals. For example, an M5.3 might be computed for a moderate earthquake, and a strong earthquake might be rated M6.3.

Ground motion can be directly measured in terms of velocity, acceleration, and amplitude (displacement). The amount of energy released during an earthquake is now most commonly expressed on the moment magnitude scale, which measures energy released at the fault or epicenter as recorded on seismographs. The moment magnitude scale has largely replaced the Richter scale in modern seismology.

[52] Utah Geological and Mineralogical Survey, *Geological Hazards in Morgan County with Applications to Planning*, Bulletin 93 (February 1972), https://ugspub.nr.utah.gov/publications/bulletins/B-93.pdf.
[53] Utah Geological and Mineralogical Survey, *Geological Hazards in Morgan County with Applications to Planning*, Bulletin 93 (February 1972), https://ugspub.nr.utah.gov/publications/bulletins/B-93.pdf.
[54] Utah Geological Survey, *Earthquake Probabilities for the Wasatch Front Region in Utah, Idaho and Wyoming*, 2016, https://ugspub.nr.utah.gov/publications/misc_pubs/mp-16-3/mp-16-3.pdf.

Another measure of earthquake effects is intensity, which is an expression of the amount of shaking at a given location on the surface as felt by humans, as measured by the Modified Mercalli Intensity (MMI) Scale. It is typically the greatest cause structural losses during earthquakes and is determined by many factors, including the distance from the epicenter and local soil types. Table 20 lists abbreviated descriptions of the 12 levels of intensity of the MMI Scale.

Table 20: Magnitude/Intensity Comparison for Earthquakes[55]

Magnitude	Typical Maximum MMI	Abbreviated Modified Mercalli Intensity Scale
1.0–3.0	I	I. Not felt except by a very few under especially favorable conditions.
3.0–3.9	II–III	II. Felt only by a few persons at rest, especially on the upper floors of buildings.
		III. Felt quite noticeably by persons indoors, especially on the upper floors of buildings. Many people do not recognize it as an earthquake. Standing motorcars may rock slightly. Vibrations are similar to the passing of a truck. Duration estimated.
4.0–4.9	IV–V	IV. Felt indoors by many and outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sounds. Sensation like a heavy truck striking a building. Standing motorcars rocked noticeably.
		V. Felt by nearly everyone; many awakened. Some dishes and windows broken. Unstable objects overturned. Pendulum clocks may stop.
5.0–5.9	VI–VII	VI. Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
		VII. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
6.0–6.9	VII–IX	VII. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
		VIII. Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage is great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
		IX. Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.

[55] US Geological Survey, "Magnitude/Intensity Comparison," last modified September 29, 2014, https://www.nrc.gov/docs/ML1821/ML18214A882.pdf.

Magnitude	Typical Maximum MMI	Abbreviated Modified Mercalli Intensity Scale
7.0 and higher	**VIII or higher**	VIII. Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
		IX. Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
		X. Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.
		XI. Few, if any (masonry) structures remain standing. Bridges destroyed. The rails bent greatly.
		XII. Damage total. Lines of sight and level are distorted. Objects thrown into the air.

The severity of earthquake impacts in Morgan County depends on the magnitude, fault rupture proximity, soil type, and depth of shaking. The 2023 USGS National Seismic Hazard Model estimates peak ground accelerations of 0.35–0.50g with a 2% probability of exceedance in 50 years. This corresponds to MMI of VII to VIII, capable of causing moderate to severe damage in older buildings and unreinforced masonry structures.

Historical Occurrences

Earthquake activity within Morgan County and the broader Wasatch Front region is frequent but typically low in magnitude. The largest recorded earthquake centered in Morgan County occurred in 1955, with a magnitude of 3.67, and was felt throughout the Morgan Valley with no reported structural damage. Similar minor earthquakes have been recorded periodically in subsequent decades. However, the absence of recent large or damaging earthquakes does not indicate a lack of risk. The Weber Segment of the Wasatch Fault Zone and nearby Quaternary faults remain capable of producing major seismic events with significant regional impacts.

Across Utah, earthquake activity is common and well documented. The state experiences approximately 700 earthquakes annually, of which five to seven typically reach magnitudes of 3.0 or greater. On average, moderate earthquakes (M5.5–6.5) occur somewhere within Utah about once every decade, while large earthquakes (M6.5–7.5) occur approximately once every 50 years. These events are most often associated with the Wasatch Fault Zone and related faults that have ruptured within the last 15,000 years, including the East Canyon Fault and Saleratus Creek Fault, both located within the regional fault system influencing Morgan County.

Although no major earthquakes have originated within Morgan County in recent history, strong shaking from regional events has been experienced multiple times. The 2020 Magna earthquake (M5.7), centered about 60 miles southwest of Morgan County, demonstrated the vulnerability of older and unreinforced masonry structures, as well as critical facilities not built to current seismic standards. Given the County's proximity to the Weber Segment and the presence of several active and potentially active faults, a future moderate-to-large earthquake remains a credible and significant hazard. Figure 25 shows the epicenters of earthquakes in or near Morgan County with a magnitude of 2.0 or higher since 1850. UGS provided data from 1850 to 2017, and locations of more recent earthquakes were obtained from the USGS Earthquake Catalog.

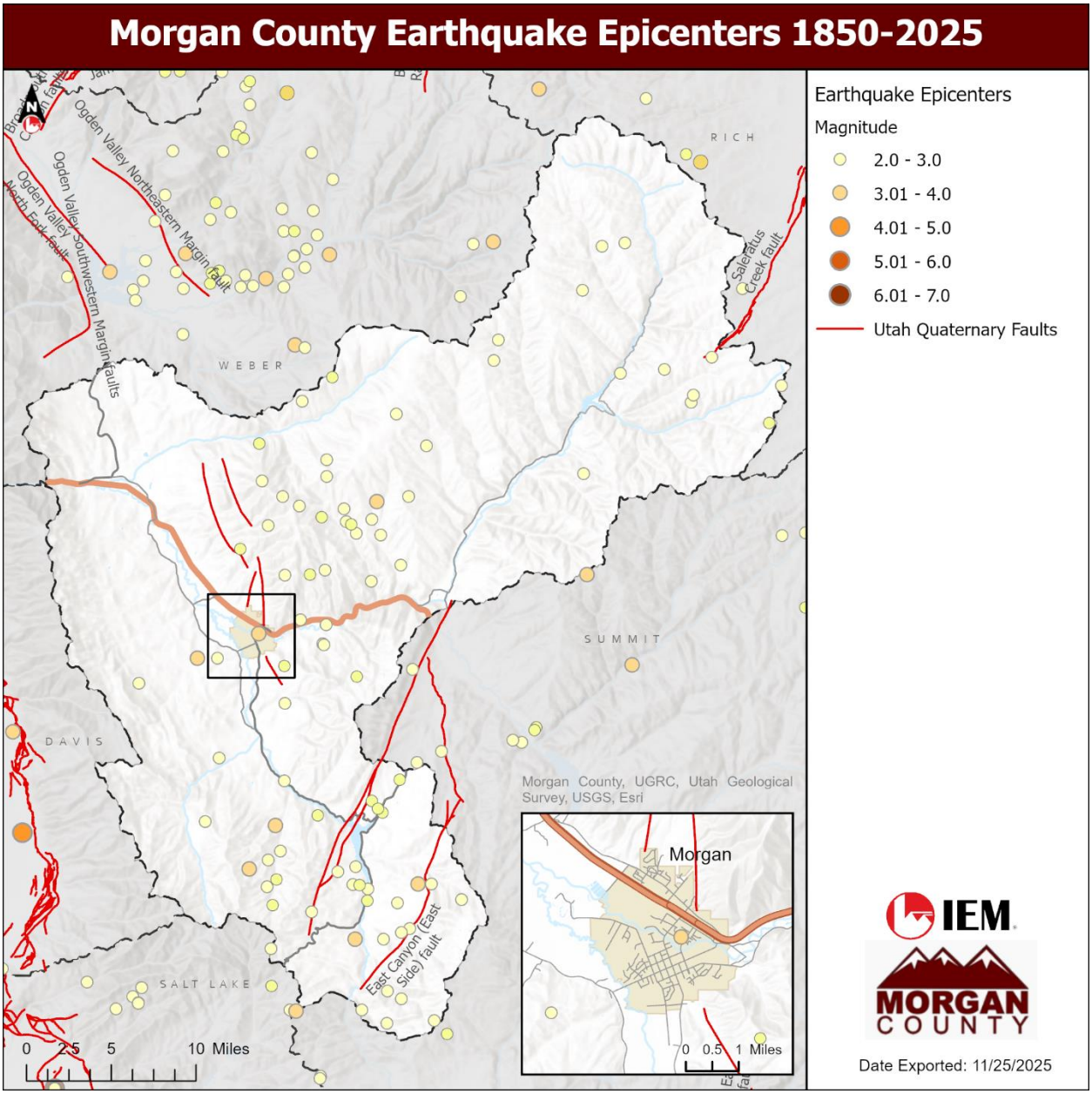


Figure 25: Earthquake Epicenters, Morgan County, 1850–2025

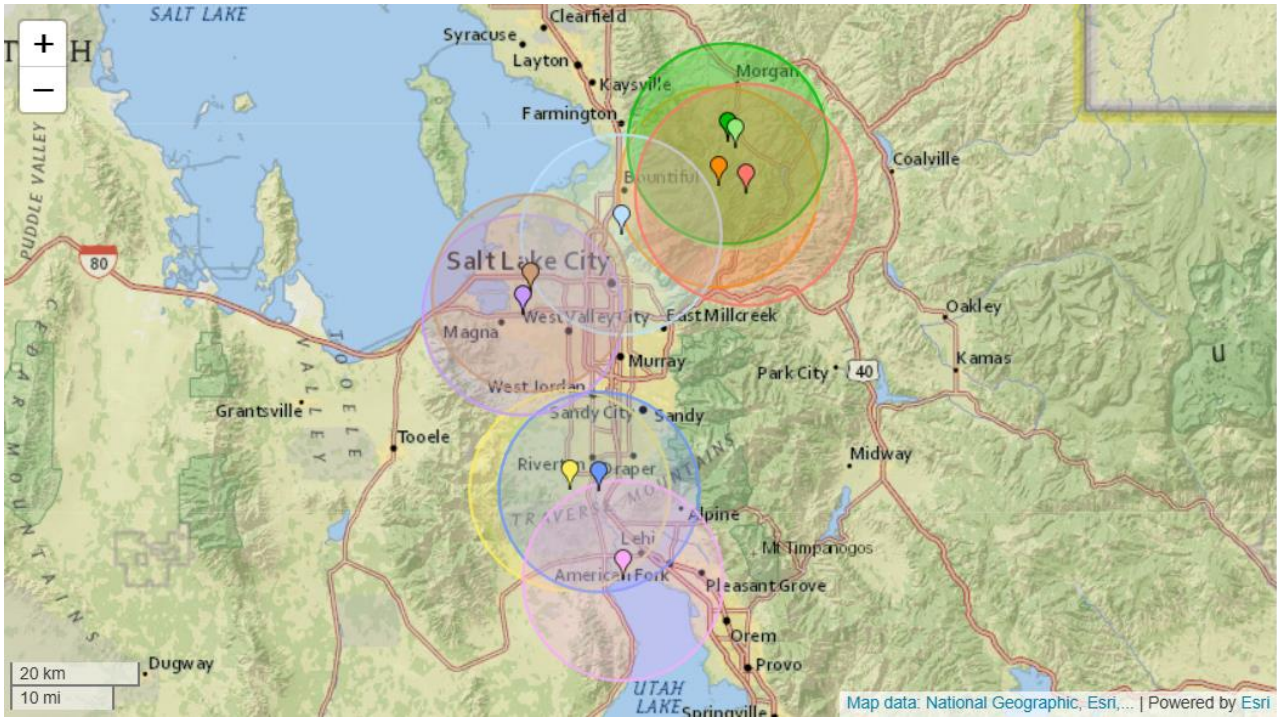
RECENT EARTHQUAKE ACTIVITY

Since 2021, no significant earthquakes have caused damage in Morgan County, and there have been no state or federal disaster declarations for earthquakes. Minor seismic activity has been limited to aftershocks from the 2020 Magna earthquake, which gradually declined in frequency through 2022.

On the morning of Wednesday, March 18, 2020, northern Utah experienced a magnitude 5.7 earthquake with an epicenter just north of Magna, Utah. The mainshock was widely felt across the Wasatch Front, with over 30,000 "Did You Feel It?" reports submitted to the USGS and the University of Utah Seismograph Stations. The event caused moderate structural damage in Salt Lake County and triggered more than 2,500 aftershocks, including several in the M3.0–4.0 range that were felt across northern Utah for months afterward.

While Morgan County reported no direct damage, the Magna earthquake underscored the region's shared vulnerability to major seismic events originating on the Wasatch Fault Zone, emphasizing the need for continued building-code compliance, retrofit initiatives, and public preparedness outreach.

Figure 26 illustrates earthquake events across the Wasatch Front Urban Area from January through October 2025, displaying event magnitudes, locations, and depths recorded during the monitoring period.



2 hours ago 1.8 magnitude, 8 km depth
Centerville, Utah, United States

3 months ago 1.8 magnitude, -2 km depth
Bluffdale, Utah, United States

4 months ago 1.5 magnitude, 5 km depth
Morgan, Utah, United States

4 months ago 1.6 magnitude, 7 km depth
Morgan, Utah, United States

6 months ago 1.8 magnitude, -2 km depth
Bluffdale, Utah, United States

6 months ago 1.7 magnitude, 11 km depth
Magna, Utah, United States

6 months ago 1.8 magnitude, 10 km depth
Saratoga Springs, Utah, United States

7 months ago 1.6 magnitude, -2 km depth
North Salt Lake, Utah, United States

8 months ago 1.5 magnitude, 8 km depth
Magna, Utah, United States

9 months ago 2.6 magnitude, 11 km depth
Morgan, Utah, United States

Figure 26: Earthquakes Near Wasatch Front Urban Area, January–October 2025[56]

[56] Earthquake Track, "Recent Earthquakes Near Wasatch Front Urban Area," January–October 2025, https://earthquaketrack.com/r/wasatch-front-urban-area-utah/recent.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received a federal major disaster declaration specifically for earthquake impacts since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically for earthquake damage affecting Morgan County during this period.

Although the March 18, 2020 Magna earthquake (M5.7) resulted in a federal disaster declaration for portions of Salt Lake County, Morgan County was not included in that declaration and did not report significant damage. Since 2021, minor seismic activity has occurred across the Wasatch Front region, but no earthquake events have resulted in state or federal disaster declarations for Morgan County since the last plan update.

Probability and Effects of Future Conditions

Based on historical seismic records, regional fault activity, and earthquake probability modeling conducted by the Utah Geological Survey, the probability of a damaging earthquake affecting Morgan County within the next five years is considered Possible.

The UGS projects a 57% probability that the Wasatch Front region will experience at least one M6.0 or greater earthquake within the next 50 years, and a 43% probability of an M6.75 or greater event in that same period.[57] These probabilities reflect long-term seismic potential across the region rather than near-term annual likelihood. Since 1847, Utah has recorded 17 earthquakes greater than M5.5, with geological evidence indicating numerous prehistoric earthquakes exceeding M6.5 prior to that time.[58]

Utah lies along the eastern edge of the Intermountain Seismic Belt, a broad zone of crustal extension that forms part of the boundary between the North American Plate and the Pacific Plate. Though this boundary lies hundreds of miles to the west, the tectonic stretching of the Great Basin continues to generate frequent seismic activity throughout the region, including along the Wasatch Fault Zone, which directly influences Morgan County.

Figure 27 provides summary information for Morgan County, including its risk level (High), the total number of earthquakes recorded since 1931 (369), and a 53.14% probability of experiencing an M5.0 earthquake within the next 50 years.

[57] Utah Geological Survey, "Utah Earthquake Probabilities," 2016, https://geology.utah.gov/hazards/info/workshops/working-groups/earthquake-probabilities/.
[58] Earthquakes.Utah.Gov, "Earthquakes in Utah," n.d., https://earthquakes.utah.gov/#:~:text=Utah%20has%20experienced%2017%20earthquakes%20greater%20than,Utah%20through%20research,%20education,%20and%20public%20service.

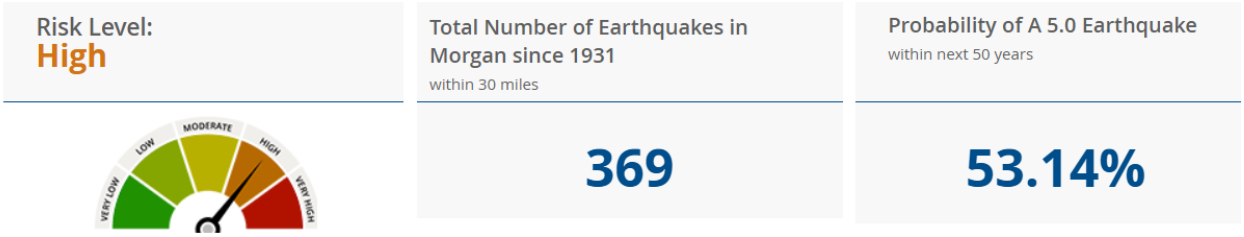


Figure 27: Earthquake Information for Morgan County, Risk Level, Total, and Probability[59]

Pictured in Figure 28 is the Wasatch Fault Zone, one of the most active and well-studied fault systems in the world. Extending roughly 240 miles from Malad City, Idaho, through northern Utah and southward to Fayette, Utah, the fault consists of 10 distinct segments, each approximately 25 miles in length. Each segment can rupture independently, with the potential to produce earthquakes up to M7.5.

The average recurrence interval for large earthquakes on the central segments of the Wasatch Fault is approximately 300 years collectively, or 900 to 1,500 years for any individual segment. Current forecasts estimate an 18% probability (a 1 in 5 chance) of a major earthquake on one of the Wasatch Fault's central segments within the next 50 years.

Morgan County is situated along the Weber Segment of the Wasatch Fault Zone, which forms the County's western boundary and represents its most significant seismic hazard (see Figure 28). This proximity places the County within the direct influence area of a fault capable of generating strong ground shaking and secondary effects such as liquefaction, landslides, and infrastructure damage.

[59] HomeFacts, "Earthquake Information for Morgan, Utah," 2025, https://www.homefacts.com/earthquakes/Utah/Morgan-County/Morgan.html.



Figure 28: Wasatch Fault and Segments[60]

Figure 29 shows earthquake ground shaking potential, based on the National Seismic Hazard Model, which represents peak ground accelerations with a 2% probability of being exceeded in 50 years. Morgan County could experience strong to severe ground shaking during an earthquake.

[60] Earthquakes.utah.gov, "Large Earthquakes on the Wasatch Fault," 2025, https://utahdnr.maps.arcgis.com/apps/Cascade/index.html?appid=a40122474bcf4f13a2c17a82039403df.

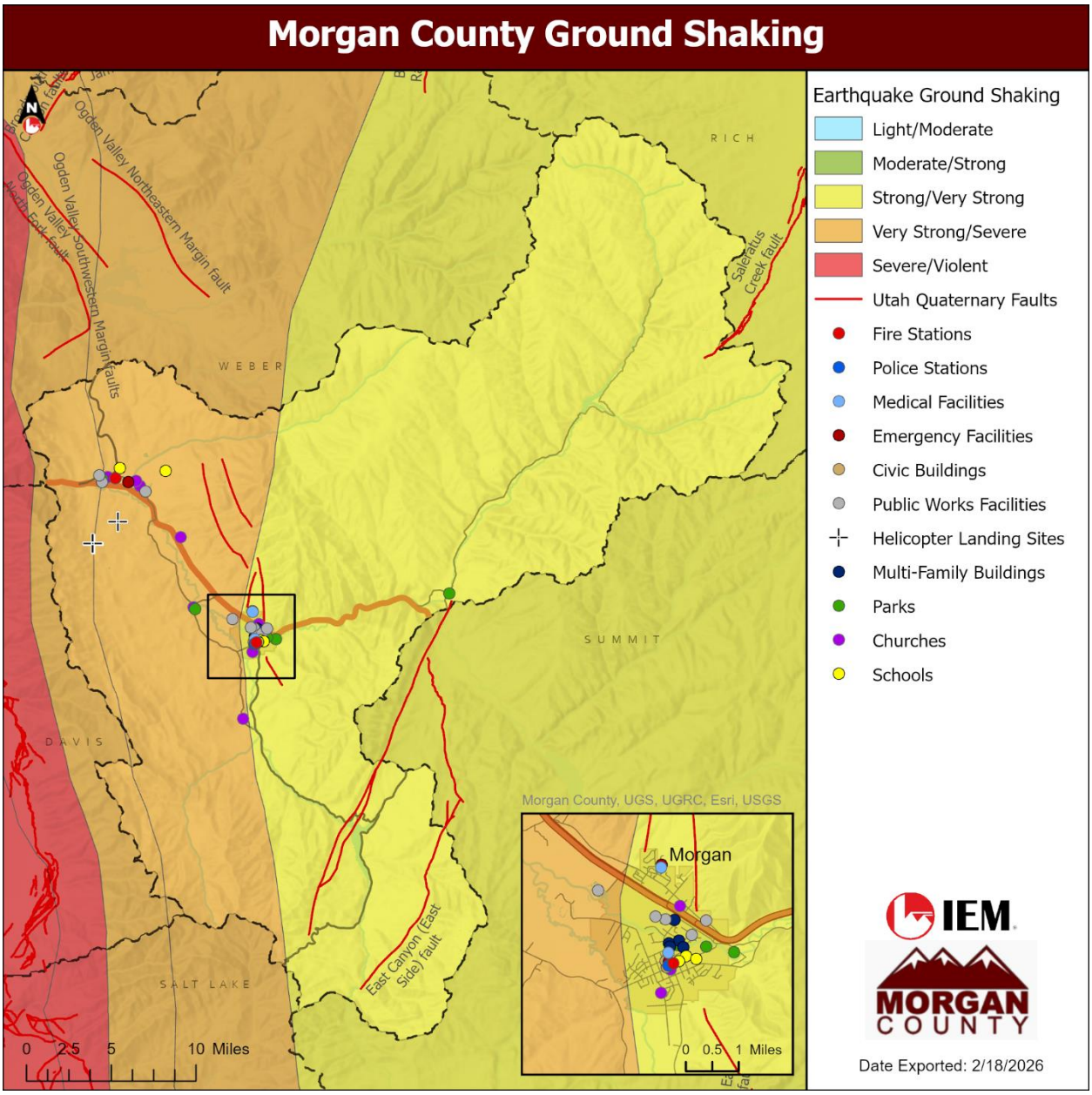


Figure 29: Ground Shaking Potential, Morgan County

Erosion

Hazard Definition

Erosion is the gradual wearing away, detachment, and transport of soil, rock, or sediment from the Earth's surface by wind, water, ice, or gravity. It can occur naturally over long periods but is often accelerated by land disturbance, development, vegetation loss, wildfires, and intense precipitation. In mountainous regions such as Morgan County, erosion presents a significant hazard to infrastructure, agriculture, water quality, and slope stability, particularly in steep canyon terrain and along waterways.

Erosion varies widely in form and severity—from slow, diffuse sheet erosion across agricultural lands to concentrated gully and streambank erosion capable of undermining roads, utilities, and structures. Key factors influencing erosion potential include soil type, slope gradient, vegetation cover, land-use practices, and precipitation intensity. When left unmanaged, erosion can lead to the loss of fertile topsoil, sedimentation of waterways and reservoirs, increased flood risk, and long-term ecological degradation.

Morgan County lies within the Weber River Basin on the Wasatch Back of northern Utah, where steep canyons, erodible soils, and periodic high-intensity rain or snowmelt events drive natural and accelerated erosion processes. The county's population centers—Morgan City and Mountain Green—are situated in valley bottoms that receive sediment and runoff from surrounding slopes, while rural and agricultural lands in Porterville, Milton, and Enterprise experience chronic soil loss from stormwater and irrigation drainage.

According to the Utah Geological Survey (UGS) and the Utah Division of Water Quality (DWQ), erosion and sediment transport within the Weber River and East Canyon watersheds are among the leading contributors to stream impairment. The Weber River Basin Climate Vulnerability Assessment also identifies sediment accumulation in East Canyon Reservoir and Lost Creek Reservoir as ongoing challenges that reduce storage capacity and affect water quality.[61]

Erosion hazards in Morgan County are most pronounced in areas with steep slopes, sparse vegetation, or recent disturbance—including post-wildfire landscapes, unpaved rural roads, and construction zones. Streambank erosion along East Canyon Creek, Lost Creek, and Hardscrabble Creek threatens local roads, bridges, and irrigation systems, particularly during spring runoff and following intense storms.

Erosion is a chronic, climate-sensitive hazard that directly interacts with flooding, landslides, and drought. Under FEMA's 2025 policy, erosion hazards are assessed as both direct and secondary impacts of precipitation intensity, vegetation loss, and land disturbance.

[61] Western Water Assessment et al., Weber River Basin Climate Vulnerability Assessment, January 2021, https://wwa.colorado.edu/sites/default/files/2021-08/Weber_River_Basin_Climate_Vulnerability_Assessment.pdf.

Geographic Location

Erosion hazard locations in Morgan County are concentrated along steep slopes, river banks, and disturbed lands within the upper Weber River Basin and the Wasatch Back terrain. Areas most affected include upland watersheds, canyon drainages, and agricultural valleys where natural processes, stormwater runoff, and human disturbance accelerate soil and streambank loss.

Erosion-prone zones occur primarily in the central, eastern, and northern portions of the County, where slopes exceed 15%–30% and soils are classified as highly erodible under Natural Resources Conservation Service (NRCS) mapping. Major erosion sources include surface runoff from unpaved roads, streambank

undercutting along the Weber River and its tributaries, and sediment transport into reservoirs and irrigation systems.

Geographically, erosion concern areas for Morgan County are located in the following regions:

- **East Canyon/Porterville Area:** Steep slopes above East Canyon Creek and East Canyon Reservoir experience seasonal runoff erosion and sedimentation, especially during spring snowmelt or following intense rainfall. The Utah DWQ has listed East Canyon Creek as impaired for sediment under Section 303(d) of the Clean Water Act.
- **Lost Creek Drainage (Devils Slide Vicinity):** Exposed shale and alluvial soils contribute to ongoing slope and gully erosion, affecting access roads, rangeland, and contributing sediment to Lost Creek Reservoir, which has documented capacity reduction due to sedimentation.
- **Hardscrabble Canyon and Upper Weber Canyon:** These steep, narrow canyons show active streambank erosion and channel migration, particularly after high-flow events. Sediment from these canyons impacts Weber River water quality and downstream infrastructure.
- **Mountain Green Foothills and Construction Areas:** Ongoing residential and commercial development has disturbed natural drainage networks, causing localized erosion, sediment transport, and downstream stormwater issues, particularly along new subdivisions and road corridors.

Erosion occurs year-round, with the greatest activity from March through June during snowmelt and spring storms, and secondary surges after intense summer thunderstorms. According to USDA–NRCS Soil Survey data, over 40% of Morgan County's land area has moderate to severe erosion potential, and annual soil loss rates exceed 5 tons/acre in some agricultural and rangeland areas without conservation practices.

Erosion-related challenges in Morgan County vary by jurisdiction and are summarized as follows by location:

- **Mountain Green (Unincorporated):** Erosion and sediment runoff from construction and foothill development sites contribute to drainage issues affecting SR-167 (Trappers Loop) and local subdivisions. County stormwater management and best management practice (BMP) enforcement are key mitigation tools.

- **Morgan City/Porterville:** Streambank erosion along East Canyon Creek and Weber River threatens nearby agricultural lands, recreational assets, and low-lying infrastructure; stabilization and revegetation projects are ongoing.
- **Other Unincorporated Valleys (e.g., Lost Creek, Hardscrabble):** Rangeland erosion and gully formation following drought, overgrazing, or wildfire reduce soil productivity and increase downstream sedimentation hazards.

Magnitude and Severity

The magnitude and severity of erosion in Morgan County depend on factors such as slope gradient, soil type, vegetation cover, rainfall intensity, land-use practices, and proximity to waterways or development. Unlike sudden-onset hazards such as floods or landslides, erosion occurs gradually but can produce substantial cumulative damage to soil productivity, infrastructure, and water quality. Severe erosion can destabilize slopes, undercut roads or streambanks, and cause costly sedimentation in reservoirs and irrigation systems.

Erosion intensity is commonly measured using soil loss rates, expressed in tons per acre per year (tons/acre/year), or by streambank retreat rates (feet/year). The USDA–NRCS classifies erosion hazard severity as follows:

- **Slight:** 0–2 tons/acre/year – Minimal soil loss; typically stable, vegetated slopes or undisturbed land.
- **Moderate:** 2–5 tons/acre/year – Noticeable rilling or topsoil loss; common on lightly disturbed agricultural or construction areas.
- **Severe:** 5–10 tons/acre/year – Significant topsoil loss affecting productivity and slope stability.
- **Very Severe:** More than 10 tons/acre/year – Rapid loss of soil and subsoil, resulting in deep gullies, streambank collapse, or sedimentation of downstream infrastructure.

According to USDA–NRCS Soil Survey data, approximately 35%–45% of Morgan County's land area is rated moderate to high in erosion potential, particularly in areas of steep slopes (>15%) and erodible soils such as loams and sandy clay loams. The Weber River Basin Climate Vulnerability Assessment identifies erosion and sedimentation as key threats to reservoir function, estimating that East Canyon Reservoir sedimentation rates exceed 1,000–2,000 cubic yards/year under current hydrologic and land-use conditions.[62]

Figure 30 illustrates the areas of slight to severe soil erosion hazard in Morgan County according to USDA–NRCS Soil Survey data.

[62] Western Water Assessment et al., Weber River Basin Climate Vulnerability Assessment, January 2021, https://wwa.colorado.edu/sites/default/files/2021-08/Weber_River_Basin_Climate_Vulnerability_Assessment.pdf.

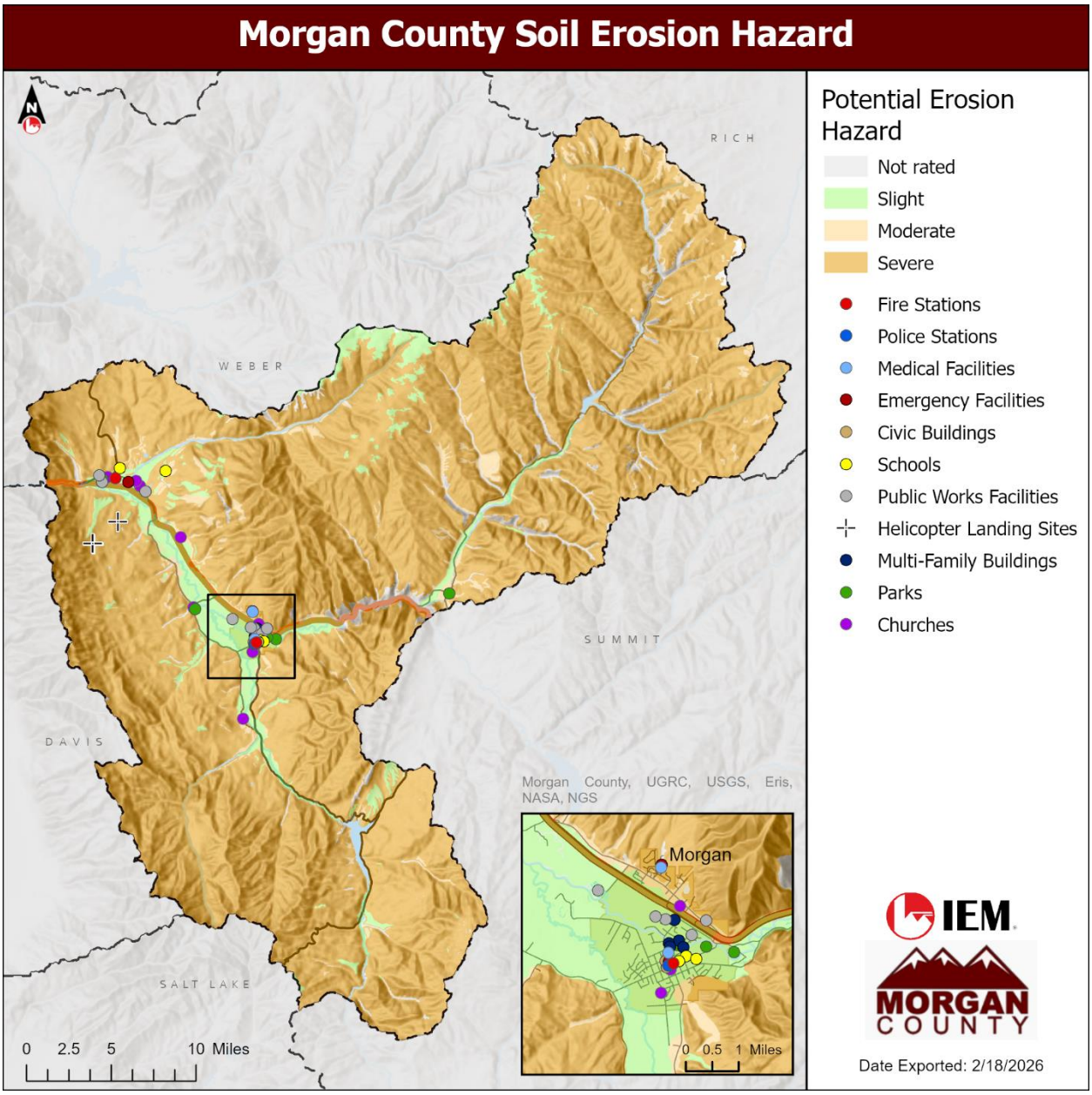


Figure 30: Soil Erosion Hazard in Morgan County

MODELED AND OBSERVED EROSION CHARACTERISTICS

Where data are available from the UGS, USDA–NRCS, or Utah DWQ, typical erosion characteristics in Morgan County include the following:

- **Sheet and Rill Erosion:** Widespread on agricultural and construction lands; losses of 2–6 tons/acre/year are common without BMPs.
- **Gully Erosion:** Concentrated in unpaved roads and disturbed slopes; channel incision rates up to 0.5–1.5 feet/year in some drainages.

- **Streambank Erosion:** Along the Weber River, East Canyon Creek, and Lost Creek, lateral channel migration of 1–3 feet/year is observed during peak runoff seasons.
- **Reservoir Sedimentation:** Notable in East Canyon and Lost Creek Reservoirs, where accumulated sediment reduces water storage and increases turbidity, impacting aquatic ecosystems.

Erosion debris can include fine sediments, gravel, and organic material that degrade water quality and fill culverts, ditches, and reservoirs, leading to elevated maintenance costs for local agencies.

CRITICAL FACILITIES AND LIFELINES AT RISK

Populated areas and critical facilities at or near erosion-prone zones include the following:

- **Transportation corridors**, such as State Route 66, Interstate 84, and SR-167, where roadside and slope erosion can undermine embankments or cause debris deposition during heavy rainfall.
- **Water and irrigation infrastructure**, including canals, culverts, and reservoir embankments, which are vulnerable to sediment accumulation and reduced hydraulic capacity.
- **Public utilities and bridges** located along river and creek channels that are subject to undercutting and scour.
- **Agricultural lands**, particularly in Porterville, Enterprise, and Milton, where loss of topsoil affects long-term soil fertility and productivity.

Damage to these systems could disrupt irrigation supply, transportation safety, and water quality throughout the Weber River watershed.

Erosion hazard extent in Morgan County is best characterized as moderate to high in specific localized areas, with recurring soil loss rates exceeding 5 tons/acre/year on disturbed slopes. Although rarely life-threatening, erosion's cumulative economic impacts—including maintenance costs, sediment dredging, and long-term soil productivity loss—can exceed those of short-term flood events.

Historical Occurrences

Morgan County has not experienced a single catastrophic erosion event resulting in widespread loss of life or property; however, chronic and localized erosion has been a persistent issue throughout the county's watersheds. Historical records from the UGS, Utah DWQ, USDA–NRCS, and Weber Basin Water Conservancy District (WBWCD) indicate that streambank, hillslope, and soil erosion have contributed to recurring infrastructure and water-quality impacts over the past several decades.

Although no large, single erosion disaster has occurred, multiple documented erosion and sedimentation events have affected roads, reservoirs, and agricultural lands in and near Morgan County:

- **East Canyon Watershed – 2008–present:** Ongoing streambank erosion along East Canyon Creek has led to sediment impairment listings under Section 303(d) of the Clean Water Act. Sediment loading

has contributed to reduced water quality and algal blooms in East Canyon Reservoir, prompting long-term watershed restoration efforts led by DWQ and local stakeholders.

- **Lost Creek Reservoir and Drainage – 2011, 2019, and 2023:** High-intensity rainfall and spring runoff have accelerated slope erosion and sediment inflow into Lost Creek Reservoir. WBWCD monitoring in 2019 recorded turbidity spikes exceeding 50 NTU, with estimated sediment inflows exceeding 1,500 cubic yards after storm events. These conditions required periodic dredging and reservoir maintenance.
- **Hardscrabble Canyon – 2017 and 2023:** Heavy rain following dry summer conditions triggered slope and gully erosion along unpaved access routes and steep canyon walls. Sediment deposition temporarily affected drainage culverts and ranch access roads, leading to localized flooding and repair needs.
- **Mountain Green Development Areas – 2020–2024:** Rapid residential and commercial construction on foothill slopes has resulted in localized stormwater erosion and sediment runoff, particularly near SR-167 (Trappers Loop) and I-84. County stormwater inspections have noted BMP failures and channel incision up to 1 foot deep in disturbed areas during wet years.
- **Porterville and Milton Agricultural Lands – Ongoing:** Long-term irrigation-related erosion and streambank undercutting have affected canal systems and private farmland. NRCS field assessments note that annual soil losses exceed 5–8 tons/acre/year on some rangelands and croplands without conservation practices.

According to the Utah DWQ's Integrated Report (2024), sedimentation and erosion remain among the top three nonpoint source water-quality concerns in the Weber River and East Canyon sub-basins. These processes contribute to increased nutrient loading, degraded aquatic habitat, and reduced reservoir storage capacity.

These recurring erosion and sedimentation incidents demonstrate a pattern of chronic land and water impacts rather than isolated catastrophic events, emphasizing the need for continuous management and BMP enforcement rather than post-disaster recovery.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received a federal major disaster declaration specifically attributed to erosion since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically for erosion impacts affecting Morgan County during this period.

Erosion impacts within the county typically occur as chronic or localized conditions associated with stormwater runoff, streambank instability, or land disturbance rather than as sudden disasters requiring state or federal assistance. As a result, no state or federal disaster declarations have been issued for erosion impacts in Morgan County since the last plan update.

Probability and Effects of Future Conditions

Based on historical watershed conditions, soil surveys, and documented erosion incidents across the Weber River Basin, the probability of erosion affecting Morgan County within the next five years is considered Likely.

Erosion in Morgan County is an ongoing process driven by steep terrain, erodible soils, seasonal runoff, and land disturbance. Historical records from the Utah Division of Water Quality, USDA Natural Resources Conservation Service, and local watershed assessments indicate recurring streambank erosion, hillslope soil loss, and sedimentation events in multiple locations across the county over the past two decades. These recurring conditions demonstrate that erosion is a persistent hazard that affects infrastructure, water quality, and agricultural productivity throughout the county.

Morgan County's combination of steep canyon terrain, alluvial valley deposits, and variable precipitation patterns produces natural conditions favorable to both surface and streambank erosion. High-risk zones include the following:

- **East Canyon and Porterville Drainages**, where streambank erosion and sedimentation impair water quality in East Canyon Creek (303[d]-listed for total suspended solids)
- **Lost Creek and Devils Slide**, characterized by highly erodible shale and siltstone that contribute to sediment inflow to Lost Creek Reservoir
- **Hardscrabble Canyon and Upper Weber River**, where channel migration and slope instability accelerate during spring runoff
- **Mountain Green Foothills**, where grading and construction runoff mobilize sediment into local drainageways

INFLUENCES ON FUTURE PROBABILITY

Erosion risk in Morgan County is influenced by a combination of environmental and human factors that are likely to intensify over time:

- **Climate Variability:** More frequent high-intensity storms, earlier snowmelt, and rain-on-snow events increase runoff volume and velocity, accelerating soil loss and streambank instability. The 2022–2023 water year—one of Utah's wettest on record—resulted in extensive slope washouts and sedimentation throughout the Weber River Basin.
- **Land Development:** Expansion of residential and transportation infrastructure—particularly in Mountain Green and Morgan Valley—disturbs soils and increases impervious surfaces, amplifying stormwater discharge and channel erosion.
- **Wildfire and Vegetation Loss:** Post-fire landscapes lose ground cover, exposing slopes to rill and gully erosion during subsequent precipitation events.
- **Agricultural Practices:** Overgrazing, unlined irrigation channels, and compacted soils continue to exacerbate rangeland erosion.

- **Reservoir Sedimentation:** Ongoing deposition in East Canyon and Lost Creek Reservoirs reduces storage capacity and increases dredging frequency, amplifying maintenance costs for water providers.

Collectively, these trends suggest that erosion hazards will remain persistent and may intensify in localized areas, even where mitigation programs are in place. While annual precipitation totals may not change substantially, the distribution and intensity of rainfall events are expected to increase soil movement and sediment delivery to streams and reservoirs.

EXPECTED EFFECTS IF SEVERE EROSION OCCURS

If significant or widespread erosion occurs in Morgan County, the most likely consequences would include the following:

- **Transportation:** Shoulder and slope failures along SR-66, SR-167, and local canyon roads; blocked culverts and increased maintenance costs.
- **Water Infrastructure:** Sediment buildup in East Canyon and Lost Creek Reservoirs, reduced water quality, and decreased reservoir capacity.
- **Agriculture:** Topsoil depletion, decreased soil fertility, and reduced crop productivity.
- **Utilities and Lifelines:** Undermining or exposure of buried utilities, erosion around bridge foundations, and damage to drainage structures.
- **Environmental Resources:** Increased turbidity, nutrient loading, and loss of aquatic and riparian habitat quality.

Although erosion rarely presents a direct life-safety threat, the economic and environmental costs of unmanaged erosion can be substantial—particularly for infrastructure and water resources. Maintenance, dredging, and repair costs are likely to rise as runoff intensity and sediment loads increase.

Table 21: Summary of Future Risk Factors

Factor	Effect on Erosion Risk
Climate variability	More intense storms and rain-on-snow events increase runoff and slope erosion.
Development pressure	New grading and construction disturb soils and alter natural drainage, increasing sediment loads.
Wildfire and vegetation change	Loss of vegetation due to fire or drought exposes soils to rainfall and wind erosion.
Agricultural practices	Overgrazing and irrigation inefficiency increase surface erosion and streambank instability.
Reservoir sedimentation	Continued soil loss reduces reservoir capacity and increases maintenance and dredging costs.

Extreme Cold

Hazard Definition

For hazard mitigation planning purposes in Morgan County, extreme cold events are specifically defined by sustained air temperatures at or below 0°F or wind-chill values at or below −20°F for multiple hours. Extremely cold temperatures often accompany a winter storm and can cause power outages and icy roads. Extreme cold is a dangerous situation that can bring on health emergencies in susceptible people, such as those without shelter, those who are stranded, or those who live in a home that is poorly insulated or without heat. Whenever temperatures drop decidedly below normal and wind speeds increase, heat can leave the body more rapidly. These weather-related conditions may lead to serious health problems.[63]

The National Weather Service (NWS) also states that a combination of brisk winds and cold air can result in extreme cold and dangerously cold wind-chill values. People exposed to extreme cold are susceptible to frostbite and hypothermia affecting uncovered skin and the extremities, such as hands and feet. Hypothermia occurs when the body loses heat faster than it can produce heat (see Figure 31).[64]



Figure 31: Frostbite and Hypothermia Actions[65]

Cold weather can also affect crops. In late spring or early fall, cold air outbreaks can damage or kill crops grown by farmers, as well as residential plants and flowers. A freeze occurs when the temperature drops below 32°F. Freezes and their effects are significant during the growing season. Frost develops on clear, calm nights and can occur when the air temperature is in the mid-30s. Each plant species has a different tolerance to cold temperatures.

[63] U.S. Centers for Disease Control and Prevention, "Extreme Cold: The Prevention Guide to Promote Your Personal Health and Safety," 2005, https://stacks.cdc.gov/view/cdc/5689.
[64] National Weather Service, "Cold Weather Safety," 2025, https://www.weather.gov/safety/cold.
[65] National Weather Service, "Cold Weather Safety," 2025, https://www.weather.gov/safety/cold.

Extreme cold in Morgan County occurs when air temperatures fall to 0°F or below, or when wind-chill values reach −20°F or lower for multiple hours. The county's mountain-valley topography promotes cold-air pooling and temperature inversions, often resulting in localized pockets of much colder air in canyon bottoms and valley floors. Associated impacts include burst water lines, increased heating energy demand, icing on transportation corridors, and potential power supply interruptions.

Geographic Location

All of Morgan County is susceptible to extreme cold; however, the greatest frequency and duration of sub-zero events occur on the valley floors along the Weber River and in the high-elevation benches of the Wasatch Back (see Table 22, which uses Tmin to indicate minimum temperature). Temperature inversions can trap cold air for days in the Morgan Valley, creating prolonged periods of freezing fog and poor air quality. Jurisdiction-specific cold pool mapping and sheltering capacities are provided in the annexes.

Table 22: Typical Coldest Temperatures and Cold-Pool Behavior by Terrain Zone in Morgan County

Terrain Zone	Typical Tmin (°F) on Coldest Nights	Cold-Pool Persistence	Example Areas
Valley floors (4,800–5,100 ft)	−10 to −20	Multiday inversions	Morgan City, Peterson
Canyon benches (5,200–5,800 ft)	−5 to −15	Short duration	Mountain Green
High ridges (>6,000 ft)	−5 to −10	Exposed, windy	East Canyon area

CODE BLUE ALERTS

A 2023 Utah law, Code Blue Alerts, authorizes counties to issue Code Blue Alerts when temperatures in specific areas are expected to drop to 18°F (including wind chill) for two hours or more within a 24-hour period. The alert allows shelters to relax and expand their operations, giving officials greater flexibility to identify new locations to shield people who are experiencing homelessness from the cold.[66]

Magnitude and Severity

Beginning in 2023 and continuing through 2024, the National Oceanic and Atmospheric Administration's (NOAA) NWS, as part of its ongoing Hazard Simplification initiative, updated its cold weather alert system, streamlining and clarifying messaging around dangerous cold weather conditions, in an effort to make alerts more understandable for the public and decision-makers alike. The following are the new terms used to describe extreme cold conditions, which rename key cold-weather alerts and consolidate similar

[66] Utah Department of Health and Human Services, "What Is a Code Blue Alert?," 2025, https://dhhs.utah.gov/code-blue-utah/.

warnings (see Figure 32). These terms help to explain the magnitude and severity of extreme cold, which can cause frostbite and hypothermia in just minutes.[67]

- **Extreme Cold Warning:** Issued when extremely dangerous cold conditions or wind chill values are expected or occurring. If you are in an area with an Extreme Cold Warning, avoid going outside. If you must go outside, dress in layers, cover exposed skin, and make sure at least one other person knows your whereabouts. Notify them when you arrive safely at your destination.
- **Extreme Cold Watch:** Issued when extremely dangerous cold conditions or wind chill values are possible, but the occurrence, location, and/or timing are still uncertain. As with a Warning, adjust your plans to avoid being outside during the coldest parts of the day. Make sure your car has at least half a tank of gas, and check or update your winter survival kit.
- **Cold Weather Advisory:** Issued for dangerously cold conditions that are not expected to reach warning criteria. Be sure you and your loved ones dress appropriately and cover exposed skin when venturing outdoors.



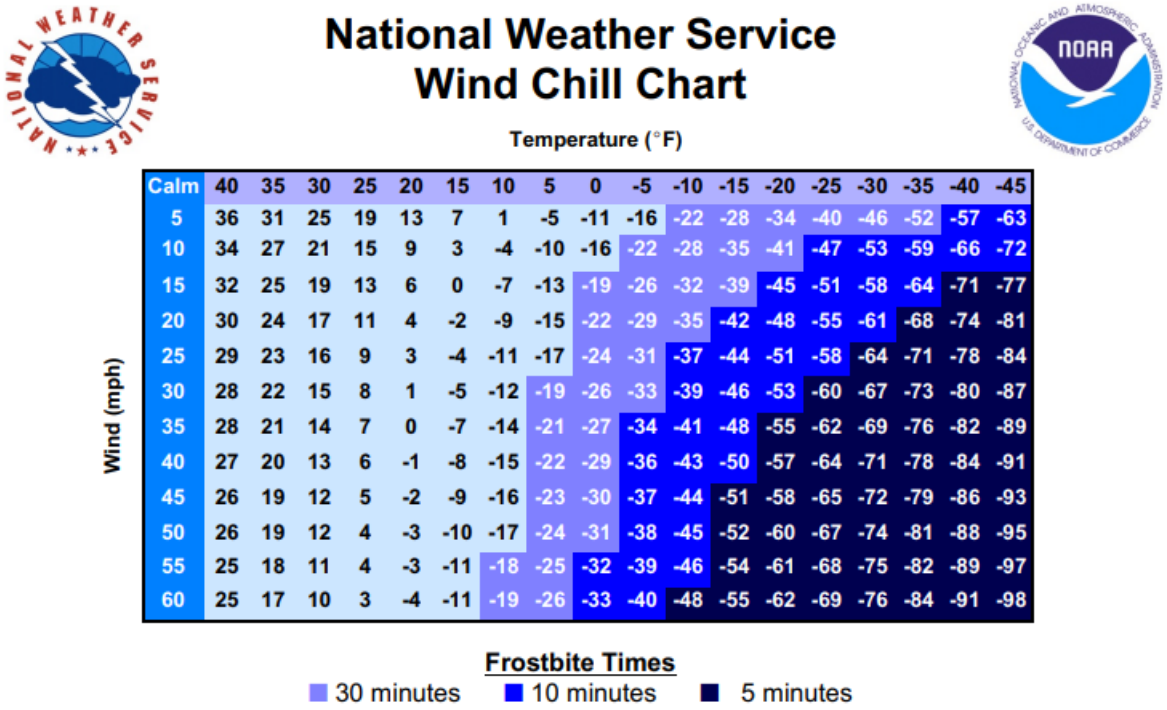
Figure 32: National Weather Service's Extreme Cold Watch and Warning[68]

WIND CHILL

Wind Chill is the rate of heat loss from the human body resulting from exposure to low temperatures and wind. An increase in wind speed carries heat away from the body at a faster rate, which lowers both the skin temperature and, eventually, the internal body temperature. Animals are also affected by wind chill.

[67] The Next Summit, "Say Goodbye to Windchill Alerts: NOAA's New Cold Warning Explained," 2024, https://thenextsummit.org/say-goodbye-to-wind-chill-alerts-noaas-new-cold-warnings-explained/.
[68] National Weather Service, "Cold Weather Safety," 2025, https://www.weather.gov/safety/cold.

Figure 33 shows the NWS Windchill Chart used to check wind chill based on the wind speed and temperature. The shaded areas show how long it will take for exposed skin to become frostbitten. Figure 34 provides frostbite times based on wind speed and temperature. It indicates that a wind chill of −20°F can cause frostbite in just 30 minutes.

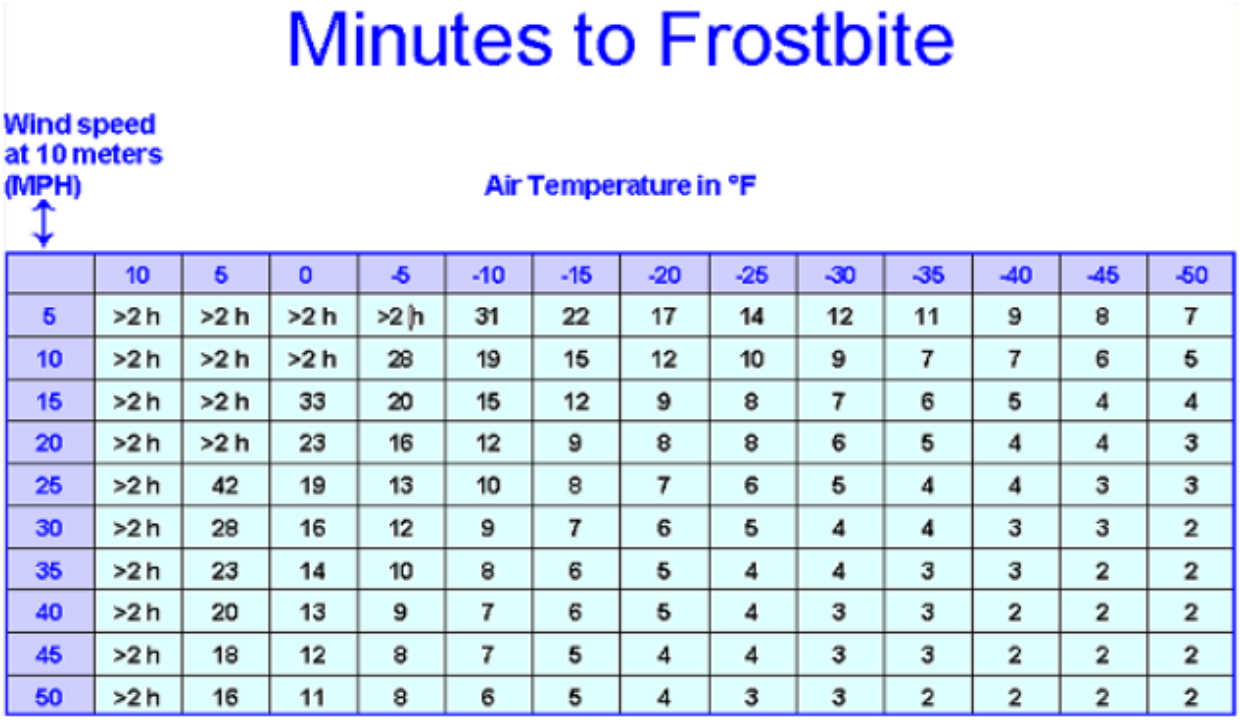


Wind (mph)	Calm	40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
5		36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63
10		34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72
15		32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77
20		30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81
25		29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84
30		28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87
35		28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89
40		27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91
45		26	19	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93
50		26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-81	-88	-95
55		25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97
60		25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98

Figure 33: National Weather Service Windchill Chart[69]

For operational planning purposes consistent with NWS guidance, events producing minimum wind-chill values between −20°F and −30°F are considered "Severe Cold," while wind chills below –40°F are considered "Extreme Cold." These thresholds guide Code Blue shelter activations.

[69] National Weather Service, "National Weather Service Wind Chill Chart," n.d., https://www.weather.gov/media/unr/windchill.pdf.



	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
5	>2 h	>2 h	>2 h	>2 h	31	22	17	14	12	11	9	8	7
10	>2 h	>2 h	>2 h	28	19	15	12	10	9	7	7	6	5
15	>2 h	>2 h	33	20	15	12	9	8	7	6	5	4	4
20	>2 h	>2 h	23	16	12	9	8	8	6	5	4	4	3
25	>2 h	42	19	13	10	8	7	6	5	4	4	3	3
30	>2 h	28	16	12	9	7	6	5	4	4	3	3	2
35	>2 h	23	14	10	8	6	5	4	4	3	3	2	2
40	>2 h	20	13	9	7	6	5	4	3	3	2	2	2
45	>2 h	18	12	8	7	5	4	4	3	3	2	2	2
50	>2 h	16	11	8	6	5	4	3	3	2	2	2	2

Figure 34: Frostbite Onset Chart[70]

Historical Occurrences

From 2000 through 2025, Morgan County experienced at least 10 multiday cold spells with minimum temperatures (Tmin) at or below −10°F.

Table 23: Selected Multiday Cold Spells in Morgan County, 2000–2025

Date	Tmin	Duration	Local Impacts
January 2003	–21°F (Morgan Valley)	3 days	Frozen water lines; school delays
December 2013	–19°F	2 days	Increased gas demand; livestock losses
January 2017	–17°F (–32°F wind chill)	4 days	Pipe breaks; Code Blue activation
February 2021	–15°F	3 days	Utility strain; burst residential pipes

The NOAA's National Centers for Environmental Information (NCEI) Storm Events Database recorded one incident of extreme cold/wind chill for Morgan County (Wasatch Mountain Valleys, Wasatch Mountains I-80 North, Wasatch Back, Wasatch Mountains I-80 North) between 2000 and 2025. This reflects the limited classification of cold events within the NCEI Storm Events Database and does not capture all locally observed or operationally significant cold spells documented through local records and climatological data.

[70] National Weather Service, "Minutes to Frostbite Chart," 2025, https://www.weather.gov/dlh/extremecold.

On March 26, 2005, very cold air behind a departing winter storm allowed temperatures to plunge to record levels for most of Morgan County.[71] The State of Utah's Enhanced Hazard Mitigation Plan states that the March 26, 2005, wind-chill event impacted temperatures statewide; however, there was no property or crop damage.[72]

Figure 35 shows the Utah Department of Natural Resources, Division of Water Resources' 2020 report on the number of very cold nights in a time series from 1900 to 2020. The figure presents the observed number of extremely cold days with minimum temperatures below 0°F. A black horizontal line indicates the average in the panel.[73]

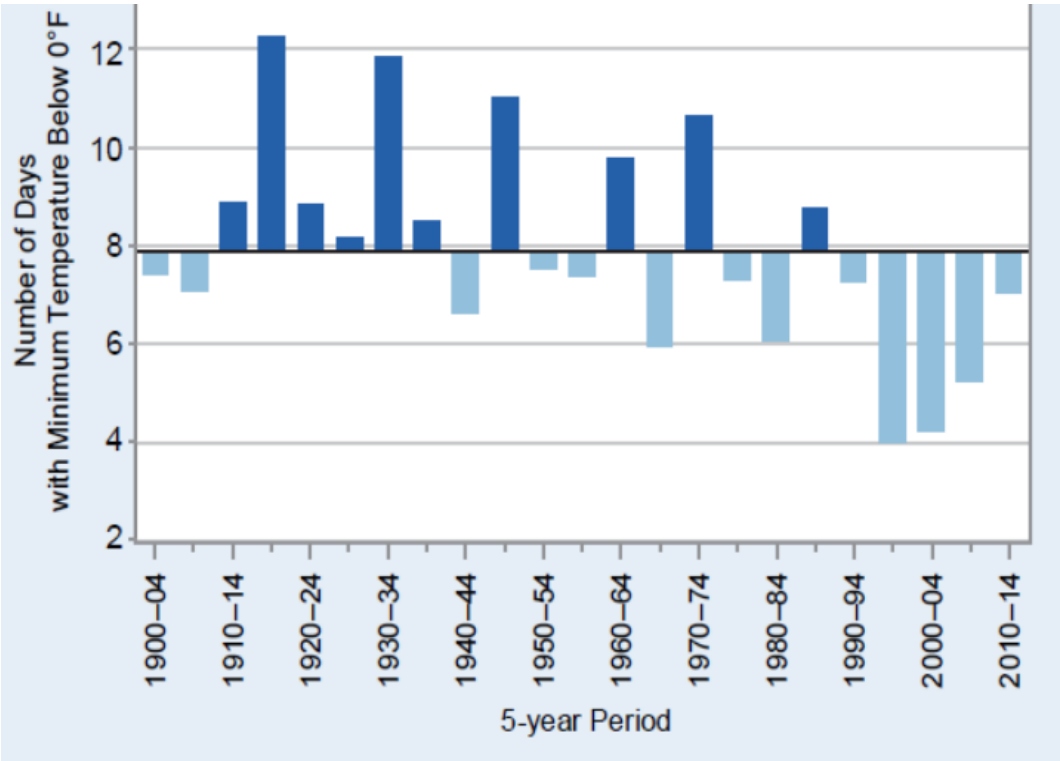


Figure 35: Utah Observed Number of Very Cold Nights Time Series, 1900–2020[74]

[71] National Weather Service, National Centers for Environmental Information, "Morgan County Cold/Wind Chill, Extreme Cold/Wind Chill, 2000–2025," 2025, https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Cold%2FWind+Chill&eventType=%28Z%29+Extreme+Cold%2FWind+Chill&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2000&endDate_mm=10&endDate_dd=01&endDate_yyyy=2025&county=MORGAN%3A29&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=49%2CUTAH.

[72] Utah Enhanced State Hazard Mitigation Plan, "Chapter 4: Severe Weather–Utah Major Windchill Events, 1996–2022," https://hazards.utah.gov/wp-content/uploads/SevereWeatherChapterHMP.pdf.

[73] Utah Department of Natural Resources, Division of Water Resources, "Climate Change, Water Resources, and Potential Adaptation Strategies in Utah," 2020, https://water.utah.gov/wp-content/uploads/2020/11/Finaldraft_ClimateChangeUtah__March2020.pdf.

[74] Utah Department of Natural Resources, Division of Water Resources, "Climate Change, Water Resources, and Potential Adaptation Strategies in Utah," 2020, https://water.utah.gov/wp-content/uploads/2020/11/Finaldraft_ClimateChangeUtah__March2020.pdf.

Figure 36 presents the Utah Climate Center's freezing temperature table, which provides the dates of the last spring and first fall freezes (0°C or lower) at the Morgan Weather Station. These values are based on years with sufficient minimum temperature data to support reliable calculations.[75]

Morgan Freeze Details

Station Name	Station ID	Latitude	Longitude	Country	State	Period	Years
MORGAN	USC00425826	41.0575	-111.6894	United States	Utah	1903-2025	98

Last spring freeze					
Early	Early Year	Avg	Median	Late	Late Year
27-Apr	1998	06-Jun	03-Jun	24-Jul	1954

First fall freeze					
Early	Early Year	Avg	Median	Late	Late Year
29-Jul	1948	11-Sep	12-Sep	14-Oct	1963

Freeze-free Season					
Short	Short Year	Avg	Median	Long	Long Year
23	1954	97.1	100.5	160	1998

Figure 36: Freezing Temperature Table for Morgan County[76]

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received a federal major disaster declaration specifically attributed to extreme cold or cold-wave conditions since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically for extreme cold impacts affecting Morgan County during this period.

Although severe winter weather events occasionally affect northern Utah and may contribute to regional emergency declarations related to winter storms, no state or federal disaster declarations have been issued specifically for extreme cold events in Morgan County since the last plan update.

Probability and Effects of Future Conditions

Based on historical climatological records and winter temperature observations for northern Utah, the probability of extreme cold events affecting Morgan County within the next five years is considered Likely. Historical data from the Utah Climate Center indicate that Morgan County experiences approximately three to five days each winter with minimum temperatures at or below −10°F, demonstrating that extreme cold conditions occur regularly during the winter season.

[75] Utah Climate Center, "Utah Freeze Dates-Morgan Weather Station (1903–2025)," 2025, https://climate.usu.edu/reports/freezeDetails.php?station_id=1080052&ntwk=GHCN.
[76] Utah Climate Center, "Utah Freeze Dates-Morgan Weather Station (1903–2025)," 2025, https://climate.usu.edu/reports/freezeDetails.php?station_id=1080052&ntwk=GHCN.

These cold events are most common from December through February, when valley inversions and Arctic air outbreaks combine to produce prolonged cold-pool conditions. Although the total number of cold days across northern Utah is projected to gradually decrease due to regional warming trends, climate models suggest an increase in short-duration but more intense cold outbreaks, particularly those driven by Arctic air intrusions.

County emergency management staff and partners track several indicators to monitor winter severity and guide preparedness actions, including the following:

- The number of days with minimum air temperatures at or below 0°F
- The number of days with wind-chill values at or below −20°F
- The number of Code Blue shelter activations for residents requiring temporary warming assistance

According to the Utah State Enhanced Hazard Mitigation Plan, Utah's coldest recorded temperature is −69°F. Subzero and below-freezing temperatures continue to occur statewide on a near-annual basis. Within this context, Morgan County's National Risk Index (NRI) score classifies its cold-wave risk as "Relatively Low," reflecting moderate exposure and relatively high community resilience. The NRI records an annualized frequency of 0.2 cold-wave events per year, with three documented events between 2005 and 2021—consistent with local and state climatological observations.

Figure 37 illustrates the National Risk Index cold-wave risk for Morgan County and neighboring counties, showing generally low to moderate risk levels across the Wasatch Front region. Figure 38 presents the average daily maximum temperatures observed and projected for Morgan County from 2010 through 2040. The line graph demonstrates that the county typically experiences the lowest daytime temperatures in December, January, and February, averaging near or slightly above 30°F, a pattern typical of northern Utah's high-elevation valleys.

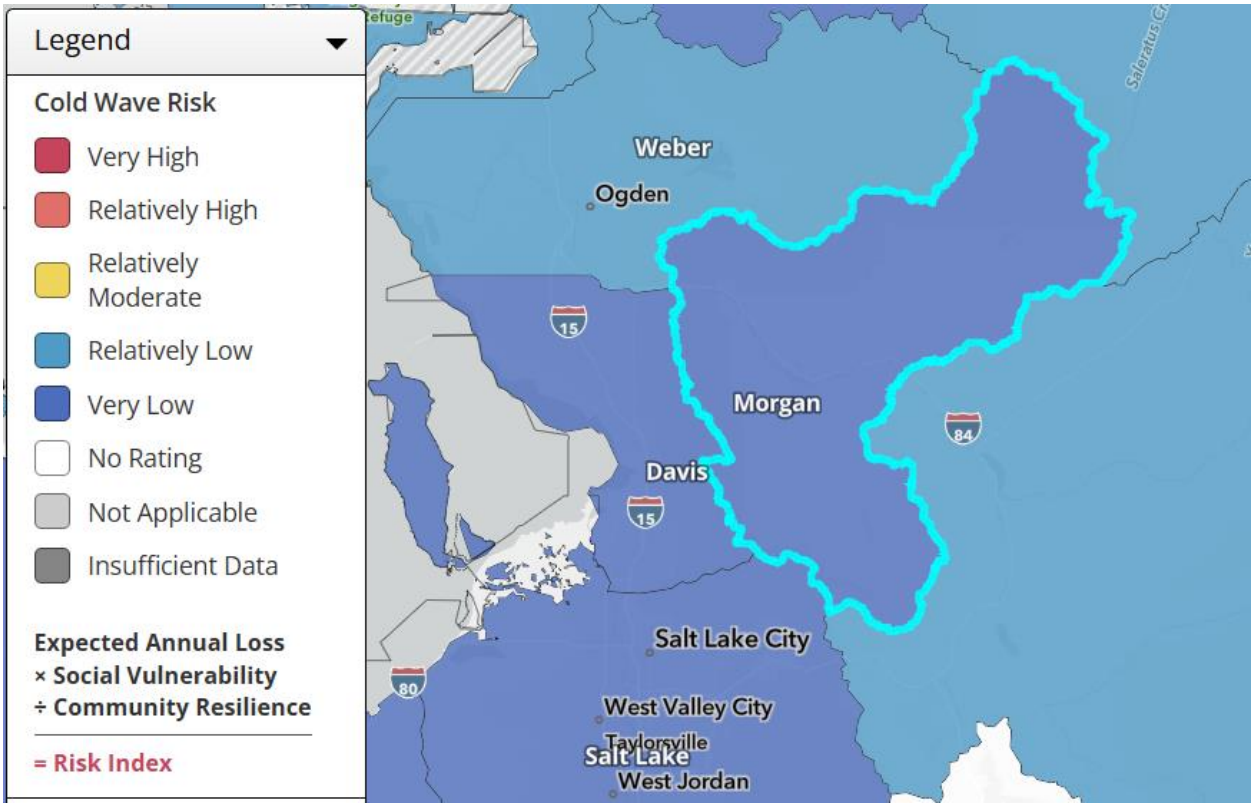


Figure 37: National Risk Index Map of Cold-Wave Risk for Morgan County and Surrounding Counties[77]

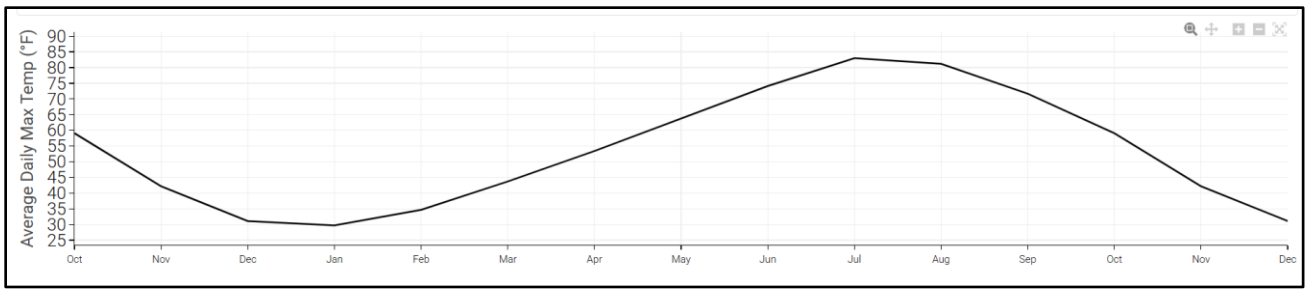


Figure 38: Morgan County Average Daily Maximum Temperatures Observed and Projected, 2010–2040[78]

While gradual warming trends may shorten the duration of extreme cold spells, these events will continue to pose significant risks to vulnerable populations, critical infrastructure, and utilities. Power outages, frozen water systems, and transportation disruptions remain likely during severe cold events.

[77] Federal Emergency Management Agency, National Risk Index, "Cold Wave Risk Map and Legend–Morgan County and Surrounding Counties," 2025, https://hazards.fema.gov/nri/map#.

[78] Western Water Assessment, Utah Hazard Planning Dashboard, "The Climate Explorer-Morgan County, Utah, 2010–2040)," https://crt-climate-explorer.nemac.org/climate_graphs/?city=Morgan%2C+UT&county=Morgan+County&area-id=49029&fips=49029&zoom=7&lat=41.04&lon=-111.68&mode=daily_vs_climate&station=USC00422385&station-name=ECHO+DAM.

Flood

Hazard Definition

Flooding is one of the most common natural hazards in Morgan County, occurring when water overflows or accumulates on land that is normally dry. Floods can result from a variety of natural and human factors, including intense precipitation, rapid snowmelt, rain-on-snow events, ice or debris jams, and localized drainage limitations in developed areas. While flooding occurs in most years, the scale and impacts vary greatly across the county depending on elevation, watershed characteristics, soil saturation, and development density.

Morgan County's flood risk is shaped by its topography and climate. The county's steep canyon headwaters and confined valleys collect runoff rapidly, while the valley floor - occupied by the Weber River and its tributaries - forms a natural floodplain. The Wasatch Range to the west and the Uinta Mountains to the east influence precipitation patterns, with annual snowfall exceeding 60 inches in valley locations and 100 inches or more at higher elevations. The conditions under which flooding most often occurs:

- **Spring Snowmelt:** when warming temperatures rapidly melt deep snowpack
- **Late Winter or Early Spring Rain-on-Snow Events:** which accelerate runoff and increase river stage
- **Summer Cloudbursts:** which generate short-lived but intense flash flooding and debris flows in steep basins

Ice jams occasionally occur along the Weber River during freeze–thaw cycles, temporarily damming flow and increasing upstream water levels. In recent years, wildfires in the Wasatch foothills and East Canyon area have increased the potential for post-fire debris flows, a combined hazard involving flooding and landslide processes.

FEMA defines a floodplain as any land area susceptible to being inundated by floodwaters from any source. The Special Flood Hazard Area (SFHA), mapped by FEMA through the National Flood Insurance Program (NFIP), represents the area subject to a 1% annual chance of flooding. This 1% annual chance event is also called the "base flood." These areas are shown on Flood Insurance Rate Maps (FIRMs). Morgan County currently participates in the NFIP, and flood hazard zones are identified throughout the incorporated and unincorporated areas of the county[79].

[79] Federal Emergency Management Agency, "FEMA Flood Map Service Center," 2026, https://msc.fema.gov/.

Morgan County experiences three primary types of flooding:

- **Riverine Flooding:** Occurs when stream channels overflow their banks due to sustained runoff from rainfall or snowmelt. This is most common along the Weber River, East Canyon Creek, Lost Creek, and Hardscrabble Creek, particularly during the spring melt season (April–June). Riverine flooding produces gradual inundation but can persist for days, threatening homes, roads, bridges, and agricultural lands adjacent to the floodplain.
- **Flash Flooding:** Rapid-onset flooding triggered by short-duration, high-intensity rainfall in steep terrain. Flash floods are most likely in Weber Canyon, Lost Canyon, Hardscrabble Canyon, and other mountain drainages where runoff concentrates in narrow channels. These events may develop with little warning, producing high velocities (often >10 feet per second) and depths capable of scouring streambanks, washing out culverts, and depositing debris on roadways. Flash flooding risk increases sharply in post-wildfire areas, where hydrophobic soils reduce infiltration.
- **Localized (Urban or Shallow) Flooding:** Typically results from blocked or undersized storm drains, inadequate culverts, or overland flow across impervious surfaces. As development expands in Mountain Green, Milton, and Morgan City, areas outside mapped floodplains increasingly experience temporary ponding or shallow flooding (usually less than one foot in depth). Though often short-lived, these events can still cause property damage, impede access, and strain local response resources.

Geographic Location

Flood hazards in Morgan County are geographically widespread but vary significantly in type and severity depending on topography, hydrology, land use, and the adequacy of drainage infrastructure. Flooding most often occurs along rivers and streams, in low-lying agricultural lands, canyon drainages, and areas with limited stormwater conveyance capacity. Key watersheds of concern include the Weber River, East Canyon Creek, Lost Creek, and Hardscrabble Creek.

COUNTYWIDE CONTEXT

The Weber River Basin is the dominant hydrologic system in Morgan County, flowing westward from Echo Reservoir through Morgan City, Milton, and Peterson, before entering Weber Canyon. The river receives runoff from extensive snowmelt and tributaries draining the Wasatch Mountains and Uinta foothills, resulting in high streamflows during spring and early summer. Riverine flooding is the primary concern along the Weber River corridor, where water routinely approaches or exceeds bankfull levels, affecting residential, agricultural, and transportation areas adjacent to the channel.

Flash flooding is most common in the steep, narrow canyons of unincorporated areas, especially where wildfire burn scars, hydrophobic soils, or limited vegetation recovery accelerate runoff. Late summer convective storms can trigger rapid, debris-laden flows that cause significant erosion and damage to roads, culverts, and irrigation systems. Canyons with the highest susceptibility include Lost Canyon, Dry

Hollow, East Canyon, and Hardscrabble Creek, each exhibiting unique characteristics that influence local flood behavior:

- Lost Canyon, which drains into the Weber River near Croydon, is steep and confined, producing rapid concentration of runoff. Flows above Lost Creek Reservoir and through downstream constrictions pose recurring flash-flood potential during high-intensity storms.
- Dry Hollow, east of Mountain Green, has a short but steep gradient with limited natural detention, leading to fast, high-energy runoff even during moderate rainfall.
- East Canyon, a larger and partially developed watershed that carries East Canyon Creek toward Morgan City, experiences accelerated flows in its upper reaches and confined sections where channel capacity limits overbank spread.
- Hardscrabble Creek Canyon, south of Morgan City, combines steep slopes and narrow channels. Under post-fire or frozen-soil conditions, runoff can rapidly descend toward agricultural lands and urban fringes along the lower Weber corridor.

In rapidly developing areas such as Mountain Green and portions of Morgan City, localized shallow flooding also occurs where stormwater systems are undersized or obstructed by debris. Channel constrictions, culvert limitations, and concentrated urban runoff can lead to temporary street ponding and basement flooding during cloudburst events.

In the absence of adequate stormwater infrastructure, localized shallow flooding is also a concern in rapidly developing communities such as Mountain Green and areas of Morgan City. Channel constrictions, undersized culverts, debris obstructions, and urban runoff patterns can exacerbate flooding in these urbanizing zones.

JURISDICTION-SPECIFIC NUANCES

- **Morgan City:** Located along the Weber River floodplain, Morgan City is vulnerable to riverine flooding, particularly near older infrastructure and roadways adjacent to the river. Channel encroachment and urbanization increase localized flood risk.
- **Mountain Green (Unincorporated):** Rapid residential and mixed-use development has led to increased impervious surface coverage and modified drainage pathways. Flash flooding in steep tributary drainages and localized ponding in poorly drained zones are growing concerns. Wildfire burn scars in adjacent foothills elevate the risk of debris-laden flood events.
- **Milton, Enterprise, and Peterson (Unincorporated):** These communities, located in low-lying areas adjacent to the Weber River and its tributaries, experience seasonal flooding risks, particularly during high snowpack years or spring rain-on-snow events. Floodwaters may overtop banks, inundate farmland, and damage rural infrastructure.
- **Porterville and Richville (Unincorporated):** These agricultural communities are situated near natural drainage pathways and are vulnerable to overland flow and sheet flooding, especially during convective storm events. Limited structural flood protection infrastructure exists.

MAPPING AND DATA RESOURCES

Flood-prone areas are delineated on FEMA Flood Insurance Rate Maps (FIRMs), which identify Special Flood Hazard Areas (SFHAs) representing the 1% annual-chance (100-year) floodplain. The current effective FIRMs for Morgan County and Morgan City, dated December 7, 2017, remain the official regulatory standard for floodplain management and insurance purposes.

Additional sources supporting flood assessment include the Utah Division of Emergency Management Floodplain Mapping Program[80], U.S. Geological Survey (USGS) StreamStats, National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) Advanced Hydrologic Prediction Service, and the National Water Model, which provides flood forecast simulations. While non-regulatory models (such as First Street Foundation's Risk Factor) can supplement awareness, the FIRMs remain the authoritative reference for planning and permitting. SFHAs for Morgan County are shown in Figure 39.

[80] Utah Division of Emergency Management, "Floodplain Mapping Program," 2026, https://floodhazards.utah.gov/mapping/.

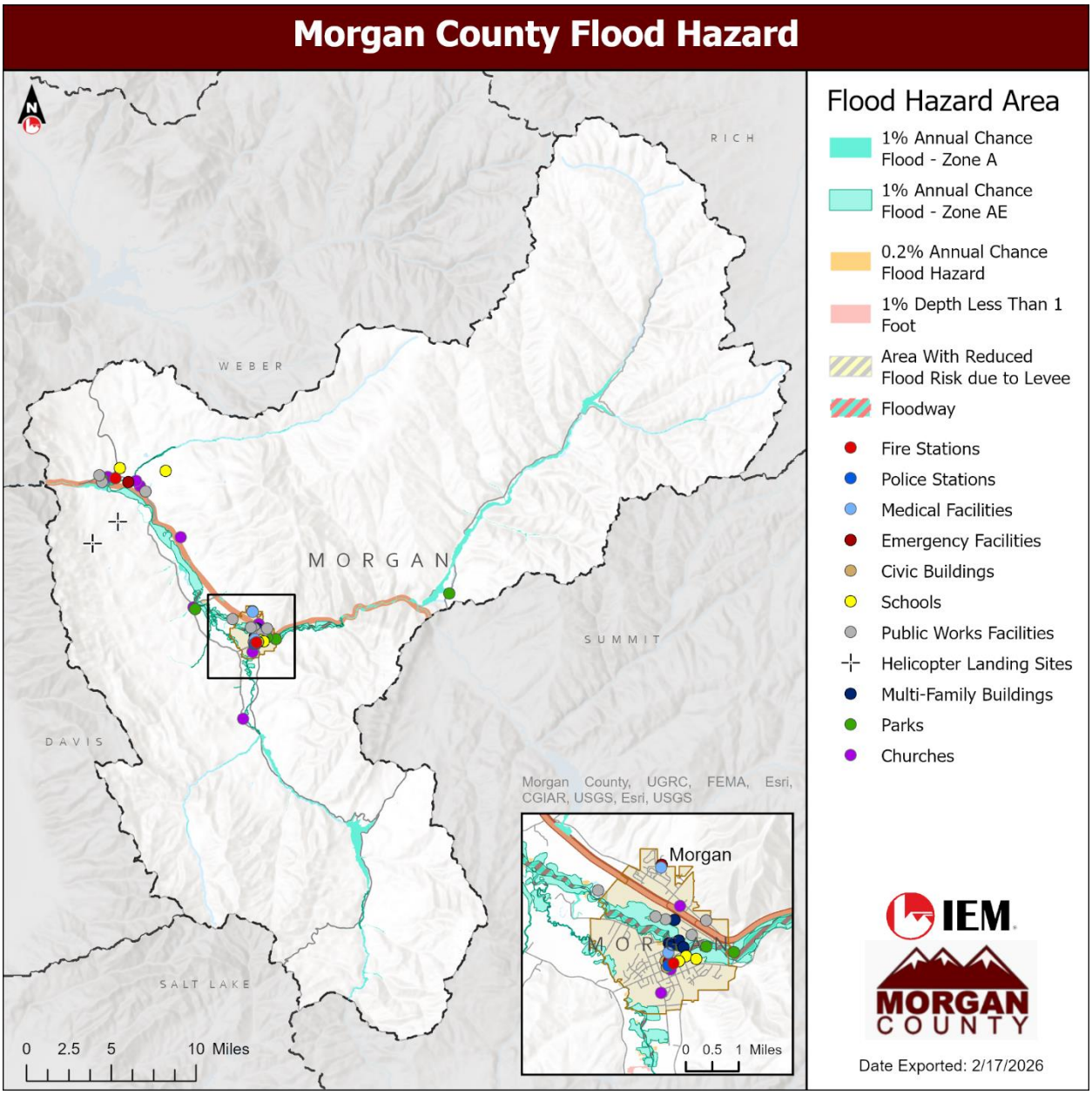


Figure 39: Morgan County Flood Hazard Areas

Magnitude and Severity

Flood magnitude and severity in Morgan County vary widely depending on the flood type, location, watershed conditions, and season. The most significant flooding results from prolonged snowmelt, rain-on-snow events, or intense rainfall on saturated soils and steep terrain. Riverine floods along the Weber River and its tributaries produce gradual but sustained inundation, while flash floods in canyon drainages develop rapidly and carry debris at high velocities.

RIVERINE FLOODING

Riverine flooding along the Weber River, East Canyon Creek, and Lost Creek typically occurs during April through June, when rapid snowmelt and warm rainfall elevate river levels. During these events, river depths within flood-prone areas may rise three to six feet above normal stage, producing floodwaters that extend several hundred feet beyond the active channel in low-lying valley sections. Average flow velocities in overbank areas range from 4 to 8 feet per second, sufficient to damage foundations, erode streambanks, and threaten public safety.

USGS maintains two long-term stream gauges along the Weber River:

- Weber River at Morgan (USGS 10133550)
- Weber River near Gateway (USGS 10136000)

Both record peak discharges exceeding 5,000 cubic feet per second (cfs) during major runoff years, with minor flooding beginning near 3,500 cfs.[81]. Historical data show that the 2011 and 2023 spring events reached or exceeded action stage, producing minor overbank flooding in portions of Morgan City, Milton, and Peterson.

In extreme cases, such as the 1983–1984 statewide floods and the 2023 spring high-water period (FEMA DR-4752), saturated soils combined with rapid melt and intense rain have led to sustained high flows, overtopped banks, and damage to local roads, bridges, and farmland. Although large-scale inundation is infrequent, moderate flooding recurs on a 5- to 10-year cycle, requiring repeated cleanup and repair of culverts, embankments, and irrigation systems.

FLASH FLOODING

Flash floods occur primarily in steep, confined canyons and fan areas such as Lost Canyon, Dry Hollow, East Canyon, and Hardscrabble Creek. These events are typically triggered by short-duration thunderstorms producing 1 to 2 inches of rainfall per hour. Runoff velocities may exceed 10 feet per second, and water depths can rise from inches to several feet within minutes. Debris flows, rock, and sediment transported by these floods often clog culverts and road crossings, resulting in localized washouts and temporary isolation of rural properties.

Flash-flood impacts are most severe where post-wildfire burn scars or thin soils increase runoff potential. The combination of steep gradients and limited channel storage means that even moderate storms can produce damaging surges. While these floods are short-lived, they can disrupt transportation on SR-66, SR-167, and canyon access roads, requiring hours to days of debris removal and repair.

[81] U.S. Geological Survey, "Weber River at Morgan, UT (USGS 10133550)," 2026, https://waterdata.usgs.gov/monitoring-location/10133550/.

LOCALIZED (URBAN) FLOODING

Localized or shallow flooding occurs throughout Morgan City and Mountain Green, where undersized or obstructed storm drains limit conveyance capacity during cloudbursts. Flood depths are typically less than one foot, but ponding can affect homes, basements, and road intersections. Repeated nuisance flooding in these areas has prompted ongoing improvements to stormwater systems and culvert maintenance programs.

OVERALL SEVERITY AND FUNCTIONAL IMPACTS

Although large-scale catastrophic flooding is rare in Morgan County, even moderate-magnitude events can have outsized operational and economic effects.

- Transportation corridors - particularly Interstate 84 and State Routes 66 and 167 - are vulnerable to closure from water overtop, debris, or bank erosion.
- Agricultural areas experience crop losses, sediment deposition, and irrigation-ditch damage following flood events.
- Utility lines, bridges, and culverts require frequent maintenance after moderate runoff years.
- Localized flooding disrupts access to schools and emergency routes, straining County Public Works and first responders.

Table 24: Flood Severity and Impacts

Flood Type	Typical Depth/ Velocity	Severity	Recurrence	Representative Impacts
Riverine (Weber River/tributaries)	3–6 ft / 4–8 fps	Moderate–Severe	Every 5–10 years	Overbank flooding of farmland, roads, basements
Flash Flood (canyons, fans)	1–3 ft + / 8–12 fps	Severe–Extreme	2–3 events per decade	Debris flows, culvert failure, road washouts
Localized (urban/ drainage)	< 1 ft / 1–3 fps	Minor–Moderate	Several times per year	Street ponding, basement flooding, minor property damage

Overall, flood hazard magnitude in Morgan County is classified as High, and severity ranges from Moderate to Severe, depending on the event type and hydrologic conditions. The county's topography, snow-dominant climate, and increasing development in drainage areas ensure that flooding remains one of the most frequent and economically disruptive natural hazards in the region.

Historical Occurrences

Flooding has affected Morgan County regularly throughout its history, most often during spring snowmelt and heavy rain-on-snow events. While most incidents have been localized and short in duration, a few have produced widespread effects, damaging infrastructure, agricultural lands, and transportation routes. The historical record indicates that moderate flooding occurs on a 5- to 10-year cycle, with smaller nuisance events happening nearly every year.

OVERVIEW OF RECORDED EVENTS

According to the National Centers for Environmental Information (NCEI) Storm Events Database, USGS stream gauge data, and Utah Division of Emergency Management reports, Morgan County has experienced multiple notable flood events since 1983. These include large-scale regional floods as well as localized canyon and flash-flood events. The Weber River, East Canyon Creek, and Lost Creek are the most frequently impacted watercourses, although flooding also occurs along smaller drainages and within developed areas such as Mountain Green and Morgan City.

Table 25: Representative Flood Events in Morgan County, 1983–2025z

Date/Period	Location/Type	Description and Impacts	Source
Spring–Summer 1983–1984	Countywide (Weber River, tributaries)	Prolonged statewide flooding from record snowpack and rapid snowmelt. Minor inundation along the Weber River; rural roads and irrigation infrastructure sustained damage.	Utah DEM, USGS
May–June 2011	Weber River and tributaries	High flows from heavy late spring precipitation and snowmelt. Water approached bankfull near Morgan City; minor flooding reported in agricultural areas; several culverts overtopped.	NCEI, USGS
September 2013	Lost Canyon/ Hardscrabble drainages	Intense convective thunderstorms caused debris-laden flash floods, temporarily closing canyon roads and washing out minor culverts.	NCEI
Spring 2017	Weber River corridor	Above-average snowpack led to sustained high flows in April and May; isolated flooding in low-lying farmland and along SR-66.	Utah DEM
April–May 2023	Countywide	Record-breaking snowpack and rapid melt produced widespread flooding. Culverts overtopped and small bridges damaged in Milton and Peterson; Morgan City reported riverbank erosion and basement flooding. County included in FEMA Major Disaster Declaration DR-4752-UT (December 2023) for public assistance related to flood impacts.	FEMA, USGS, Utah DEM
Summer 2024	East Canyon/ Hardscrabble	Localized flash flooding and debris flows following thunderstorms on burn-affected slopes; no structural losses, but temporary closures on county roads.	UGS, NCEI

TRENDS AND OBSERVATIONS

- **Frequency:** Localized flooding occurs annually, while countywide high-water events recur approximately every 5 to 10 years.
- **Seasonality:** The majority of floods occur during spring melt (April–June), with secondary peaks in late summer from convective storms.
- **Primary Impacts:** Road and culvert washouts, bank erosion, bridge scour, irrigation ditch damage, and isolated property flooding are the most common losses.
- **Recent Patterns:** The 2023 event underscored the influence of record snowpack, rain-on-snow, and rapid warming, while 2024 highlighted increased risk of post-wildfire debris-laden flows in canyon drainages.

Although Morgan County has historically avoided catastrophic flood losses, the cumulative cost of recurring moderate events - particularly those requiring cleanup of roads, culverts, and public infrastructure - represents a consistent operational burden. These events also reveal the county's ongoing exposure along the Weber River corridor and at the canyon mouths, where steep topography and development proximity limit floodplain storage.

STATE AND FEDERAL DISASTER DECLARATIONS

Since the previous Morgan County Hazard Mitigation Plan update, Morgan County has received one federal major disaster declaration related to flooding. In December 2023, the county was included in FEMA Major Disaster Declaration DR-4752-UT, issued in response to statewide flooding caused by record snowpack, rapid snowmelt, and rain-on-snow events during the spring of 2023. The declaration made Public Assistance funding available for debris removal and repair of damaged public infrastructure.

Aside from the 2023 declaration, no additional federal major disaster declarations specifically associated with flooding have been issued for Morgan County since the last plan update. The State of Utah has periodically issued emergency proclamations related to spring runoff and flooding conditions in northern Utah; however, no additional state disaster declarations specific to flooding impacts in Morgan County have occurred during this period.

Probability and Effects of Future Conditions

Based on historical records and hydrologic monitoring data, the probability of flooding in Morgan County within the next five years is considered Likely. Historical observations show that localized flooding occurs in some portion of the county nearly every year, while larger riverine flood events affecting the Weber River corridor recur approximately every 5 to 10 years.

PROJECTED FREQUENCY AND SEVERITY

Hydrologic records from USGS and climate analyses by the Utah Climate Center and Fifth National Climate Assessment indicate that Northern Utah will experience more intense precipitation events, higher winter and spring temperatures, and earlier snowmelt[82]. These shifts are expected to increase the likelihood of both spring riverine flooding and late summer flash flooding, particularly in steep drainages and post-wildfire areas.

- Annual to 5-year floods are expected to continue affecting roads, culverts, and farmland along the Weber River and East Canyon Creek.
- Ten- to twenty-five-year floods could become more frequent, especially during combined rain-on-snow events when warm storms rapidly melt existing snowpack.
- Flash floods in small canyons (Lost, Hardscrabble, and Dry Hollow) may increase in both frequency and sediment load due to wildfire burn scars and more intense rainfall bursts.

CLIMATE CHANGE INFLUENCES

Regional climate projections show that by mid-century, average annual precipitation may remain similar, but extreme rain events will become more intense and concentrated over shorter durations[83]. Warmer winters will increase the number of rain-on-snow days, accelerating runoff and elevating flood peaks in late winter and early spring. Key hydrologic shifts expected to influence flood risk include the following:

- **Earlier and Faster Snowmelt:** producing higher spring runoff rates[84]
- **More Frequent Rain-on-Snow Events:** particularly below 7,000 feet elevation
- **Increased Precipitation Intensity:** even if total annual precipitation changes little
- **Extended Drought-to-Deluge Cycles:** which dry and compact soils, reducing infiltration and heightening runoff during storms

These combined factors are likely to increase flood magnitude and unpredictability.

POST-WILDFIRE AND DEBRIS FLOW EFFECTS

As wildfire frequency and size increase across Northern Utah, more slopes in Morgan County may experience burn-related hydrologic changes. Burn scars in the East Canyon, Hardscrabble, and Lost Creek watersheds will remain vulnerable to flash flooding and debris flows for 3 to 5 years following major fires. Sediment and debris transported from burned areas can reduce channel and culvert capacity, leading to

[82] U.S. Global Change Research Program, "Fifth National Climate Assessment", 2023, https://www.globalchange.gov/nca5.
[83] NOAA National Centers for Environmental Information, "Utah State Climate Summary," 2022, https://statesummaries.ncics.org/chapter/ut/.
[84] Utah Division of Water Resources, "Climate Change, Water Resources, and Potential Adaptation Strategies in Utah," 2020, https://water.utah.gov/wp-content/uploads/2020/09/Final-Report_ClimateChangeUtah_May_2020.pdf.

downstream flooding even during moderate rainfall. Integration of post-fire slope monitoring and early warning protocols will be critical for managing this compounding hazard.

DEVELOPMENT AND LAND-USE CHANGE

Continued residential and commercial growth in Mountain Green, Milton, and along the Weber River corridor increases both exposure and runoff potential. Expanding impervious surfaces - such as roads, roofs, and parking areas - reduce natural infiltration and elevate peak discharge rates in small watersheds. Channel modifications, streambank encroachments, and stormwater conveyance limitations further amplify localized flooding. Without proactive design standards and floodplain management, these trends will increase the cost and frequency of flood-related infrastructure damage.

Table 26: Future Probability Assessment

Flood Type	Expected Change by 2050	Effect on Probability	Relative Confidence
Riverine (Weber River/ East Canyon)	Increased rain-on-snow, earlier melt	Moderate increase in frequency and severity	High
Flash Flood (Canyons/ Fans)	Higher precipitation intensity, post-fire effects	Significant increase in localized events	High
Localized/Urban Flooding	Continued development, limited stormwater upgrades	Increase in frequency and cost	High
Ice/Debris Jam	Warmer winters, variable freeze-thaw	Slightly reduced ice risk; higher debris risk	Moderate

Hail

Hazard Definition

Hail is a form of solid precipitation consisting of irregular pellets or balls of ice, each more than 5 millimeters (mm) in diameter, that fall from cumulonimbus clouds. Hail forms when strong, rising currents of air within a storm—called updrafts—carry water droplets upward to altitudes where they freeze. As the ice particles grow larger through repeated cycling within the storm, they become too heavy for the updraft to support and fall to the ground.



Morgan County experiences hail most frequently between April and September, typically during afternoon thunderstorms. While most hail events result in minimal damage, storms producing hailstones larger than 1 inch in diameter can cause significant damage to roofs, vehicles, and crops. Hail events are often accompanied by strong winds, lightning, and localized flash flooding.

Geographic Location

All areas of Morgan County are exposed to hail due to its location within Utah's convective storm corridor. Hail-producing thunderstorms most often develop along the Wasatch Mountains and move eastward through the Weber River Valley, affecting both populated and agricultural areas. The most frequent hail reports occur in and around Morgan City and the Mountain Green area, where storms exiting the canyons intensify due to orographic lifting (see Table 27). Jurisdiction-specific exposure and recent events are detailed in the annexes.

Table 27: Hail Exposure in Morgan County

Geographic Zone	Hail Frequency[85]	Typical Hail Size	Common Impacts
Weber River Valley	Infrequent, documented hail occurrences	Up to ~1.25 in (documented events)	Roof and vehicle damage; crop losses
Mountain Green Benchlands	Infrequent, documented hail occurrences	Up to ~1.25 in (documented events)	Vehicle and facility exposure
Upper Wasatch Slopes	Rare, documented hail occurrences	Generally <1.25 in (documented events)	Minimal structural exposure

Hail events affecting Morgan County are infrequent but documented in NOAA/NCEI Storm Events records and are typically associated with isolated convective thunderstorms during the late spring and summer months. While most events produce small hail with limited impacts, NOAA/NCEI records indicate that hailstones up to approximately 1.25 inches in diameter have occurred within Morgan County, posing localized risks to vehicles, roofing materials, and agricultural assets. At the county scale, the FEMA National Risk Index (NRI) characterizes Morgan County as having a low but non-zero annualized hail frequency, reflecting the relatively rare occurrence of damaging hail compared to high-risk regions such as the Great Plains, while confirming that hail remains a credible hazard for planning purposes.[86]

Magnitude and Severity

The Tornado and Storm Research Organization (TORRO) Hailstorm Intensity Scale extends from H0 to H10, with its increments of intensity or damage potential related to hail size (distribution and maximum), texture, number, fall speed, storm translation speed, and the strength of accompanying wind.[87] Table 28

[85] National Oceanic and Atmospheric Administration, National Centers for Environmental Information, "Storm Events Database, 1996–2024"; National Oceanic and Atmospheric Administration (NOAA), National Centers for Environmental Information (NCEI), "Storm Events Database – Event Details (Hail Event, Morgan County, Utah; Magnitude 1.25 inches)," 2026, https://www.ncei.noaa.gov/stormevents/eventdetails.jsp?id=10152848; Federal Emergency Management Agency (FEMA), "National Risk Index Data Methodology and Hazards Overview," 2025, https://www.fema.gov/sites/default/files/documents/fema_national-risk-index_methodology-hazards-overview.pdf; FEMA, "National Risk Index v1.20 Technical Documentation," 2025, https://www.fema.gov/sites/default/files/documents/fema_national-risk-index_technical-documentation.pdf.

[86] National Oceanic and Atmospheric Administration (NOAA), National Centers for Environmental Information (NCEI), "Storm Events Database – Event Details (Hail Event, Morgan County, Utah; Magnitude 1.25 inches)," 2026, https://www.ncei.noaa.gov/stormevents/eventdetails.jsp?id=10152848; Federal Emergency Management Agency (FEMA), "National Risk Index Data Methodology and Hazards Overview," 2025, https://www.fema.gov/sites/default/files/documents/fema_national-risk-index_methodology-hazards-overview.pdf; FEMA, "National Risk Index v1.20 Technical Documentation," 2025, https://www.fema.gov/sites/default/files/documents/fema_national-risk-index_technical-documentation.pdf.

[87] The Tornado and Storm Research Organization, "The TORRO Hailstorm Intensity Scale," 2025, https://www.torro.org.uk/research/hail/hscale.

summarizes The TORRO Hailstorm Intensity Scale (H0 to H10) in relation to typical damage and hail size categories.

Table 28: The H Scale[88]

Scale	Intensity Category	Typical Hail Diameter (mm)*	Probable Kinetic Energy (J/m^2)	Typical Damage Impacts
H0	Hard hail	5	0–20	No damage
H1	Potentially damaging	5–15	>20	Slight general damage to plants, crops
H2	Significant	10–20	>100	Significant damage to fruit, crops, vegetation
H3	Severe	20–30	>300	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	25–40	>500	Widespread glass damage, vehicle bodywork damage
H5	Destructive	30–50	>800	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6	Destructive	40–60	—	Bodywork of grounded aircraft dented, brick walls pitted
H7	Destructive	50–75	—	Severe roof damage, risk of serious injuries
H8	Destructive	60–90	—	Severe damage to aircraft bodywork
H9	Super Hailstorms	75–100	—	Extensive structural damage. Risk of severe or even fatal injuries to people caught in the open
H10	Super Hailstorms	>100	—	Extensive structural damage. Risk of severe or even fatal injuries to people caught in the open

* Approximate range (typical maximum size in bold), since other factors (e.g., number and density of hailstones, hail fall speed and surface wind speeds) affect severity. Kinetic energy values are not shown for H6–H10 categories due to limited empirical measurements and increasing variability at extreme hail sizes.

Hailstones between 1.0 and 1.25 inches in diameter (TORRO H3–H4) are sufficient to damage asphalt shingles and vehicle body panels. Hail larger than 1.75 inches (H5 or greater) can break skylights, greenhouses, and photovoltaic panels (see Figure 40). While events exceeding 2 inches are rare in Morgan County, the combination of moderate hail and strong wind gusts frequently increases the potential for damage.

[88] Adapted from the Tornado and Storm Research Organization, "The TORRO Hailstorm Intensity Scale," 2025, https://www.torro.org.uk/research/hail/hscale.

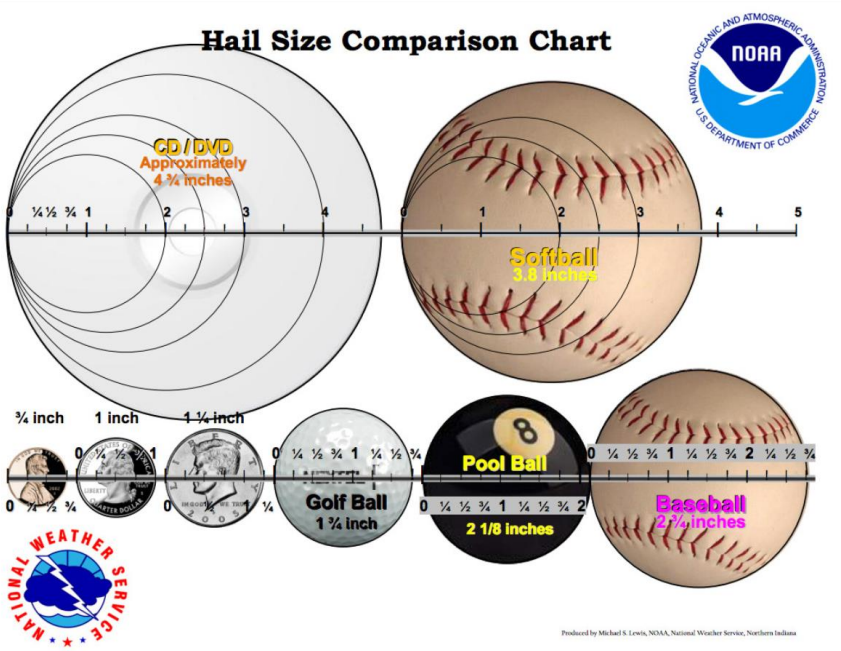


Figure 40: NOAA NWS Hail Size Comparison Chart[89]

In addition to the size of hailstones, shape is also an important factor, especially as the "effective" diameter of non-spheroidal specimens should ideally be calculated as an average of measured dimensions. Irregular, spiked, or jagged hailstones can further increase damage severity due to concentrated impact forces.[90]

Table 29 highlights hail size and diameter classifications in relation to the TORRO Hailstorm Intensity Scale. The Size Code is the maximum reported hail size that is considered consistent with other observational reports and physical evidence.

Table 29: Hail Size and Diameter Descriptions[91]

Size Code	Maximum Diameter (mm)	Description
0	5–9	Pea
1	10–15	Mothball
2	16–20	Marble, grape
3	21–30	Walnut
4	31–40	Pigeon's egg > squash ball

[89] National Oceanic Atmospheric Administration National Weather Service, "Hail Size Comparison Chart," 2025, https://www.weather.gov/media/iwx/webpages/skywarn/Hail_Chart.pdf.
[90] The Tornado and Storm Research Organization, "The TORRO Hailstorm Intensity Scale," 2025, https://www.torro.org.uk/research/hail/hscale.
[91] The Tornado and Storm Research Organization, "The TORRO Hailstorm Intensity Scale," 2025, https://www.torro.org.uk/research/hail/hscale.

Size Code	Maximum Diameter (mm)	Description
5	41–50	Golf ball > pullet's egg
6	51–60	Hen's egg
7	61–75	Tennis ball > cricket ball
8	76–90	Large orange > soft ball
9	91–100	Grapefruit
10	>100	Melon

Historical Occurrences

NOAA's NCEI Storm Events Database records three hail events in Morgan County between January 2000 and October 2025 (see Table 30). Hailstorms in the region are typically short-lived and localized, occurring during late spring and summer when convective thunderstorm activity peaks along the Wasatch Front and Weber River Valley. There have been no state or federal disaster declarations for hail.

Table 30: Recorded Hail Events in Morgan County, 2000–2025

Date	Location	Hail Size (in)	Impacts	Source
June 2000	Morgan City	0.75	Minor roof and vehicle dents	NOAA NCEI
May 2022	Weber Canyon	0.88	Brief storm, no significant damage	NOAA NCEI
July 4, 2025	Near Mountain Green	1.00	Localized roof and vehicle damage	NWS Local Storm Report

The most significant event occurred on July 4, 2025, when a severe thunderstorm near Mountain Green produced hail up to 1 inch in diameter, resulting in localized roof and vehicle damage. Earlier hail events in June 2000 and May 2022 produced smaller hail (0.75 to 0.88 inches) and limited or no reported damage.

Between 2000 and 2025, Morgan County averaged roughly 0.12 hail events per year, consistent with the County's classification as a "Relatively Low" hail risk area in the National Risk Index (NRI). Most events produced hail smaller than 1 inch, with limited impacts on structures or crops.

Supplemental data from the StormerSite hail report database confirm these findings.[92] For 2025, one hail report was documented within Morgan County, with a maximum hail diameter of 1.00 inch and a hail risk score of zero, indicating minimal threat relative to surrounding counties. The ZIP code with the recorded report was 84050 (Morgan City area).

[92] StormerSite, "Hail Reports - Morgan Utah 2025," 2025, https://www.stormersite.com/hail_reports/morgan_utah/2025.

Figure 41 shows the StormerSite 2025 summary for Morgan County, illustrating the number of hail reports, largest hail size, and risk score.



Figure 41: StormerSite Hail Reports for Morgan, Utah 2025[93]

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database and Utah Division of Emergency Management records indicates that no federal major disaster declarations or state disaster declarations related specifically to hail have been issued for Morgan County since the previous Hazard Mitigation Plan update. While hail occasionally occurs during convective thunderstorms in northern Utah, documented events in Morgan County have generally been localized and have not resulted in impacts severe enough to trigger a state or federal disaster declaration.

Probability and Effects of Future Conditions

Based on historical observations and NOAA NCEI Storm Events records, the probability of hail events affecting Morgan County within the next five years is considered Possible. Between 2000 and 2025, Morgan County recorded three hail events, corresponding to an average frequency of approximately 0.1 to 0.3 events per year, or roughly one to two events per decade.

The NRI classifies Morgan County's hail risk as "Relatively Low," reflecting both low historical frequency and moderate overall exposure (see Figure 42). However, isolated severe hailstorms have demonstrated the potential for localized, high-cost damage, particularly where population growth and development have increased the number of exposed structures and vehicles.

[93] StormerSite, "Hail Reports - Morgan Utah 2025," 2025, https://www.stormersite.com/hail_reports/morgan_utah/2025.

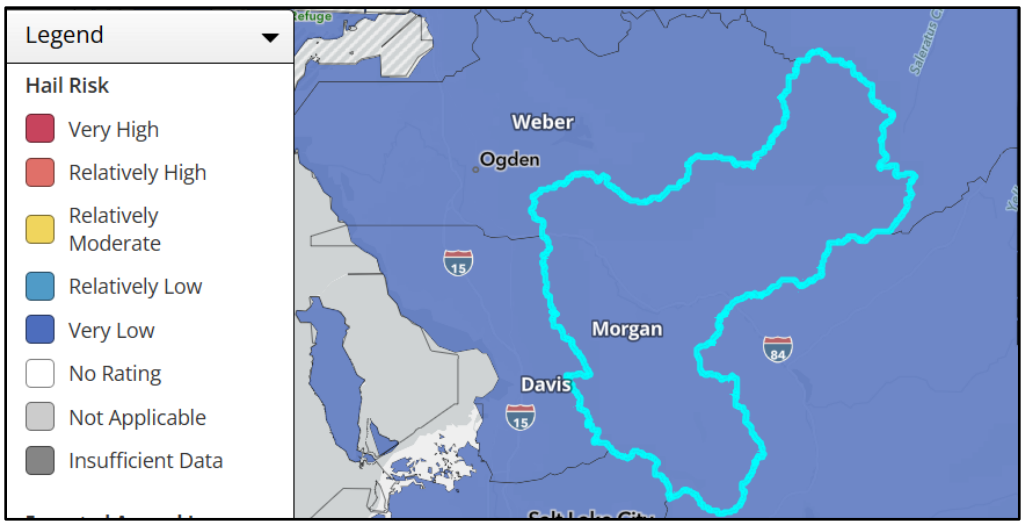


Figure 42: National Risk Index Hail Risk Map for Morgan County[94]

Regional climate modeling by the Utah Climate Center suggests that while the total number of thunderstorm days may decrease slightly due to warming atmospheric conditions, future convective storms may be more intense, with higher potential for large hail in late spring and early summer. This trend aligns with broader observations across the Intermountain West, where warming upper-atmosphere layers can increase the vertical instability that produces hail cores.

Morgan County and its emergency management partners monitor several indicators to assess and track hail risk and inform preparedness:

- Number of severe thunderstorm warnings issued annually that include hail potential
- Number of verified hailstones greater than or equal to 1.0 inch in diameter reported by NWS or NCEI
- Insurance claims or estimated property losses related to hail impacts on structures and vehicles

Although the County's annual hail probability remains low, growing residential and commercial development—particularly in Mountain Green and Morgan Valley—will continue to increase potential exposure.

[94] Federal Emergency Management Agency, National Risk Index, "NRI Morgan County Hail Risk Map and Legend," 2025, https://hazards.fema.gov/nri/map.

High Wind

Hazard Definition

High winds are defined by the NWS as sustained wind speeds of 40 mph or greater lasting for one hour or longer, or wind gusts of 58 mph or greater for any duration. In Morgan County, high-wind events primarily result from synoptic-scale pressure gradients, canyon outflows, downslope (mountain) winds, and thunderstorm downdrafts. Local topography—especially along Weber Canyon, the Wasatch Back foothills, and high-elevation ridgelines—can significantly amplify wind speeds and channel airflow through narrow valleys, leading to localized gusts that may exceed 90–100 mph during major events.

These events can occur in any season, but are most frequent from late fall through spring, often associated with strong frontal passages or mountain wave setups, and during late spring and summer thunderstorms. High winds can damage structures and roofs, uproot trees, topple high-profile vehicles, down power lines, and contribute to secondary hazards such as wildfire spread, hazardous materials releases, dust storms, and transportation accidents. For warning and operations, Morgan County follows NWS High Wind Watch/Warning criteria and local threshold guidance used across northern Utah.

The Utah Enhanced State Hazard Mitigation Plan (2025) groups wind hazards into three primary types—tornado winds, thunderstorm/straight-line winds, and non-thunderstorm high-wind events—all of which can affect Morgan County at varying levels of likelihood and severity.

- **Tornado Winds:** A tornado is a violently rotating column of air extending from a cumulonimbus cloud to the ground. It typically begins as a funnel cloud and may be accompanied by a loud, roaring noise. Although tornadoes are rare in northern Utah, they represent the most locally destructive atmospheric phenomenon, capable of producing severe damage along narrow paths.
- **Thunderstorm or Straight-Line Winds:** Straight-line winds are all winds produced by thunderstorms that are not associated with tornado rotation. These winds are responsible for most thunderstorm wind damage and may exceed 100 mph. Subtypes include the following:
  - **Downburst:** A strong downdraft of air from a cumulonimbus cloud that produces damaging surface winds comparable to a tornado.
  - **Microburst:** A compact downdraft with an outflow area less than 2.5 miles wide and peak winds lasting fewer than five minutes. Microbursts generate intense wind shear that can endanger aircraft and damage property.
  - **Dry Microburst:** A microburst with little or no precipitation reaching the ground, often visible only as a dust ring or plume.
  - **Derechos:** Although uncommon west of the Great Plains, derechos occasionally affect interior portions of the western United States, including Utah (see Figure 43). A notable example occurred on May 31, 1994, impacting several western states, including parts of Utah.

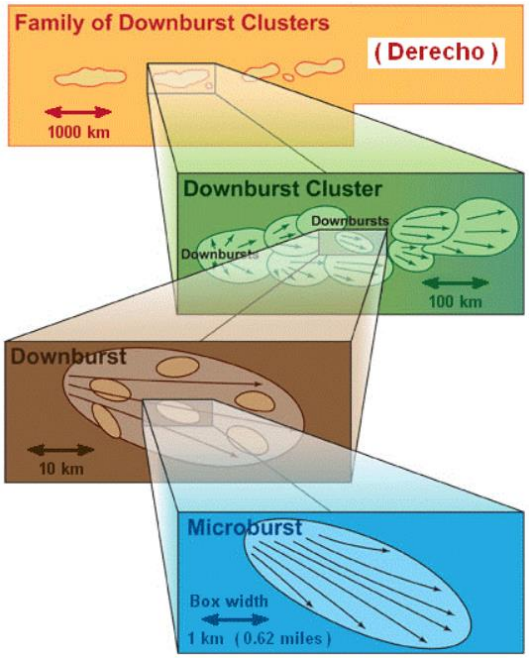


Figure 43: Conceptual Structure of a Derecho Windstorm[95]

- **Non-Thunderstorm High-Wind Events:** High-wind events in Utah are typically associated with gradient winds, gap winds, or downslope (mountain) winds. These can produce catastrophic structural damage and pose significant safety risks due to flying debris, power disruption, and wildfire spread. Types include the following:
  - **Gradient High Winds:** Broad-area winds generated by strong pressure differences in extratropical low-pressure systems.
  - **Gap Winds:** Strong, channeled winds funneled through mountain passes or canyons, such as Weber Canyon, where acceleration occurs due to constricted terrain.
  - **Downslope Winds:** Winds formed when a deep air mass is forced over a mountain barrier and accelerates down the lee slope, often creating a wave at the mountain base where the strongest winds occur.

Geographic Location

High wind exposure in Morgan County is shaped primarily by topography and elevation, with the Weber Canyon corridor, Mountain Green foothills, and high-elevation ridgelines representing the most wind-prone areas. Regional analyses and the Utah Climate Center's 30-year wind climatology (1991–2020) indicate that average annual wind speeds in exposed corridors commonly exceed 15–20 mph, with extreme gusts reaching 70 to 100+ mph during major windstorm events.

[95] National Oceanic and Atmospheric Administration, National Weather Service, "About Derechos," 2025, https://www.spc.noaa.gov/misc/AbtDerechos/derechofacts.htm#bowecho.

Morgan County lies at the transition between the Wasatch Front and Wasatch Back, where steep canyon walls, valley constrictions, and pressure gradients accelerate airflow through narrow mountain gaps. These terrain-driven effects often magnify wind intensity beyond regional averages, particularly during downslope and gap wind events, making the Weber Canyon mouth and adjacent ridgelines among the most wind-exposed areas in northern Utah.

Table 31 summarizes typical wind exposure patterns across the County by general area.

Table 31: Typical Wind Exposure by Area

Area/Zone	Relative Wind Exposure	Primary Wind Mechanisms	Typical Gust Range (mph)	Key Impacts
Weber Canyon Corridor	High	Gap winds, downslope acceleration	70–100	Power line failures and vehicle instability on I-84
Mountain Green Foothills	High	Canyon outflow, pressure gradient amplification	60–90	Roof and fence damage and downed trees
East Canyon and Porterville Area	Moderate	Frontal and convective gusts	50–75	Localized outages and soil erosion
Morgan Valley Floor	Low–Moderate	Thunderstorm outflows and gust fronts	40–60	Temporary debris and crop impacts
High-Elevation Ridges	High	Gradient and downslope winds	80–100+	Disruption to utilities, communications, and transportation

Localized high-wind events are also influenced by thunderstorm outflows, microbursts, and cold-front passages, which can generate short-duration bursts exceeding 60 mph even in typically sheltered valley locations. These convective events can occur anywhere in the County but are most frequent in spring and early summer. In contrast, long-duration canyon and downslope windstorms associated with strong synoptic pressure gradients (such as the September 8, 2020, Wasatch Front windstorm) tend to affect larger areas regionwide, producing sustained gusts of 80 to 100+ mph along canyon mouths and ridgelines and causing widespread power outages and tree loss.

Overall, Morgan County's high-wind exposure can be characterized as localized but severe (primarily canyon corridors and ridges), with damaging winds (≥58 mph) recurring approximately every two to three years (with one to two reportable events per cycle) and extreme events (≥80 mph) occurring on the order of once per decade. Exposure continues to increase as development expands in Mountain Green, Peterson, and upper Morgan Valley, placing more structures, utilities, and transportation corridors within high-wind corridors.

EXPOSURE AND VULNERABILITY

High-wind exposure is concentrated along Weber Canyon and I-84, the Mountain Green and Peterson foothills, and high-elevation ridgelines, where gap winds and mountain waves are strongest. Residential neighborhoods, schools, critical facilities, and overhead power and communication lines in these areas are particularly vulnerable to tree fall, roof damage, and line failures. Manufactured homes, older agricultural buildings, and facilities with large-span or lightly anchored roofs face higher risk of structural damage. Socially vulnerable populations—including lower-income households, renters, and medically dependent residents—may experience longer recovery periods from power outages and damaged housing. Annexes for Morgan City, Morgan County (unincorporated areas), and the School District will provide more detailed facility-level exposure and mitigation actions.

Magnitude and Severity

The magnitude and severity of wind hazards in Morgan County vary by event type and associated weather system. Wind intensity is typically classified using the Enhanced Fujita (EF) Scale for tornadoes, the Beaufort Wind Scale for general wind force, and observed gust speeds for thunderstorm-related or synoptic high-wind events. These standardized measures allow for consistent assessment of structural damage potential, hazard extent, and probable impacts across the County. The EF Scale is applied only to tornado damage, while the Beaufort Wind Scale is used descriptively for non-tornadic high-wind events such as canyon, gradient, and downslope windstorms.

TORNADOES

Tornado magnitude and severity are classified using the EF Scale, which assigns a rating from EF0 to EF5 based on observed damage and corresponding estimated wind speeds (see Table 32). Most Utah tornadoes are weak (EF0–EF1), and tornadoes are rare in Morgan County; no strong or violent (EF3–EF5) tornadoes have been recorded in the County to date. Statewide data show that weak tornadoes (EF0–EF1) account for over 90% of Utah events, with no EF4–EF5 tornadoes observed.

Table 32: Enhanced Fujita Scale

EF Rating	Estimated Three-Second Gust (mph)	Damage Description
EF0	65–85	Minor damage to roofs, siding, and trees.
EF1	86–110	Moderate roof and structural damage; mobile homes overturned.
EF2	111–135	Significant roof loss; large trees uprooted; light vehicles lifted.
EF3	136–165	Severe structural damage; trains overturned; heavy cars lifted.
EF4	166–200	Well-constructed houses leveled; debris missiles generated.
EF5	>200	Complete destruction of strong frame houses; foundation swept clean.

Given this history, tornadoes represent a low-probability, high-consequence wind hazard for Morgan County, while most wind damage is caused by non-tornadic high-wind and thunderstorm outflows.

THUNDERSTORMS/STRONG WINDS/STRAIGHT-LINE WINDS

Thunderstorm winds—including downbursts, microbursts, and straight-line winds (derechos)—are among the most frequent sources of damaging winds in northern Utah. These winds originate from strong downdrafts of rain-cooled air that descend rapidly and spread outward, sometimes producing gusts of at least 58 mph, the NWS threshold for "severe thunderstorm wind."

Although short-lived, microbursts and downbursts can generate localized wind speeds exceeding 100 mph, causing damage comparable to an EF1 or EF2 tornado. Straight-line winds are responsible for most thunderstorm-related wind damage in Utah.

Subtypes include the following:

- **Downburst:** A strong downward rush of air from a thunderstorm producing damaging surface winds.
- **Microburst:** A small, intense downdraft (less than 2.5 miles wide) with peak winds lasting under five minutes.
- **Dry Microburst:** A microburst with minimal or no precipitation, often identified by a visible dust plume.
- **Derecho:** A widespread, long-lived windstorm associated with fast-moving thunderstorms, occasionally observed in Utah during late spring and summer.

Figure 44 shows the NWS Thunderstorm Wind Gust Hazard Risk Levels for Utah, which categorize wind gust potential as Low (50–64 mph), Moderate (65–84 mph), or High (85 mph or higher).

Thunderstorm Wind Gust Hazards	
RISK LEVEL	HAZARD DESCRIPTION
Low	▪ Chance of a damaging wind gust (>57 mph or 50 kt) is in the 5-15% range. ▪ Strong wind gusts expected to be in the 39 to 57 mph (34-49 kt) range.
Moderate	▪ Chance of a damaging wind gust (>57 mph or 50 kt) is in the 15-25% range. ▪ Damaging wind gusts expected to be in the 58 to 75 mph (50-64 kt) range.
High	▪ Chance of a damaging wind gust (>57 mph or 50 kt) is greater than 25%. ▪ Destructive wind gusts expected to exceed 75 mph (64 kt) range.

Figure 44: National Weather Service Thunderstorm Wind Gust Hazards Risk Level[96]

In Morgan County, most thunderstorm wind events fall in the 50 to 75 mph range, with occasional higher gusts capable of downing trees and power lines, damaging lightweight structures, and creating hazardous crosswinds for high-profile vehicles on I-84 and state routes.

HIGH WINDS

Outside of thunderstorms, synoptic and topographically driven high-wind events are among Morgan County's most impactful atmospheric hazards. These winds are generated by large-scale pressure gradients, mountain waves, and canyon funneling, particularly within Weber Canyon and the Mountain Green foothills. The Beaufort Wind Scale is used as a descriptive reference for estimating wind effects, with forces of 9 to 12 (Severe Gale to Hurricane Force) associated with tree uprooting, roof damage, and widespread power outages.

[96] National Oceanic and Atmospheric Administration, National Weather Service, "Thunderstorm Wind Gust Hazards Risk Level Chart," https://www.weather.gov/mhx/ConvectiveWindGust.

Table 33 provides the scale, with descriptions of wind forces, speed, and typical effects.

Table 33: Beaufort Wind Scale[97]

Force	Speed (mph)	Speed (knots)	Description	Specifications
0	0–1	0–1	Calm	Calm; smoke rises vertically.
1	1–3	1–3	Light Air	Direction of wind shown by smoke drift, but not by wind vanes.
2	4–7	4–6	Light Breeze	Wind felt on face; leaves rustle; ordinary vanes moved by wind.
3	8–12	7–10	Gentle Breeze	Leaves and small twigs in constant motion; wind extends light flag.
4	13–18	11–16	Moderate Breeze	Raises dust and loose paper; small branches are moved.
5	19–24	17–21	Fresh Breeze	Small trees in leaf begin to sway; crested wavelets form on inland waters.
6	25–31	22–27	Strong Breeze	Large branches in motion; whistling heard in telegraph wires; umbrellas used with difficulty.
7	32–38	28–33	Near Gale	Whole trees in motion; inconvenience felt when walking against the wind.
8	39–46	34–40	Gale	Breaks twigs off trees; generally impedes progress.
9	47–54	41–47	Severe Gale	Slight structural damage occurs (chimney-pots and slates removed)
10	55–63	48–55	Storm	Seldom experienced inland; trees uprooted; considerable structural damage occurs.
11	64–72	56–63	Violent Storm	Very rarely experienced; accompanied by widespread damage.
12	≥74	64–71	Hurricane Force (≥74)	Extensive destruction.

[97] National Oceanic and Atmospheric Administration, National Weather Service, "Hail and Wind Page-Beaufort Wind Scale," 2025, https://preview.weather.gov/gjt/hailwind.

In Morgan County, most high-wind events range between 40 and 70 mph, but historic canyon windstorms (notably December 2011 and September 2020) have produced gusts near or exceeding 100 mph at exposed locations, resulting in extensive tree loss, structural damage, and multiday power outages (see Table 34).

Table 34: Wind Severity in Morgan County

Category	Peak Gust (mph)	Typical Effects in Morgan County	Approximate Frequency
Minor	40–57	Advisory-level; small branches down, minor debris; limited outages	Several times per year
Moderate	58–74	NWS "high wind"/severe thunderstorm criteria; scattered tree and fence damage, short outages, some vehicle instability	1–2 events every 2–3 years
Severe	75–95	Regional windstorm; widespread treefall, roof damage, overturned trucks, multi-hour to multiday outages	1 event every 5–10 years
Extreme	96+	Rare canyon/mountain wave events; extensive damage to trees and structures, long-duration outages	Rare/once per decade or longer

NATIONAL RISK INDEX

The National Risk Index (NRI) report for Morgan County shows an annualized frequency for tornadoes of 0.0 events per year, with one event on record between 1950 and 2021 (72 years) (see Figure 45).[98]

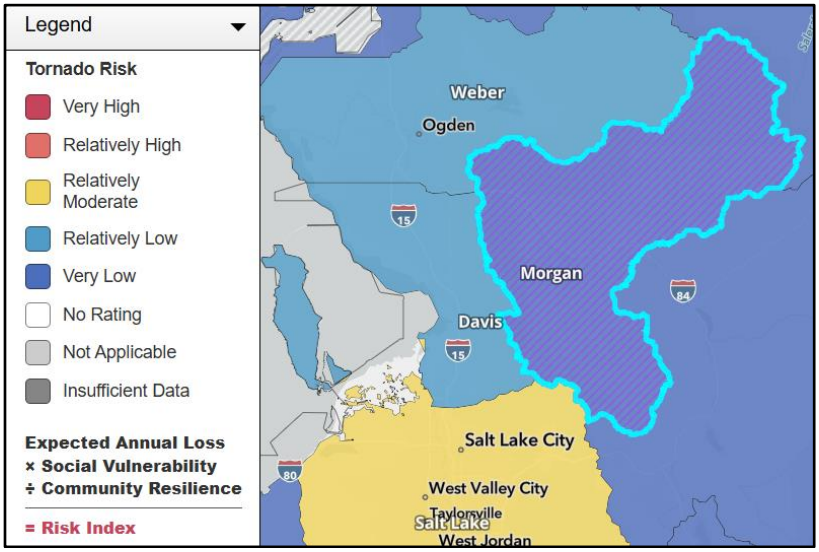


Figure 45: National Risk Index Tornado Risk Map for Morgan County[99]

The NRI report also shows an annualized frequency for strong wind of 0.9 events per year, with 31 events on record between 1996 and 2021 (34 years) (see Figure 46).[100]

[98] Federal Emergency Management Agency, National Risk Index, "Summary Report-Annualized Frequency Tornadoes Morgan County Utah 2005-2021," 2025, https://hazards.fema.gov/nri/report/viewer?dataLOD=Counties&dataIDs=C49029.
[99] Federal Emergency Management Agency, National Risk Index, "Risk Map and Legend Tornadoes Morgan Count," 2025, https://hazards.fema.gov/nri/map.
[100] Federal Emergency Management Agency, National Risk Index, "Summary Report-Annualized Frequency Strong Wind Morgan County Utah 2005-2021," 2025, https://hazards.fema.gov/nri/report/viewer?dataLOD=Counties&dataIDs=C49029.

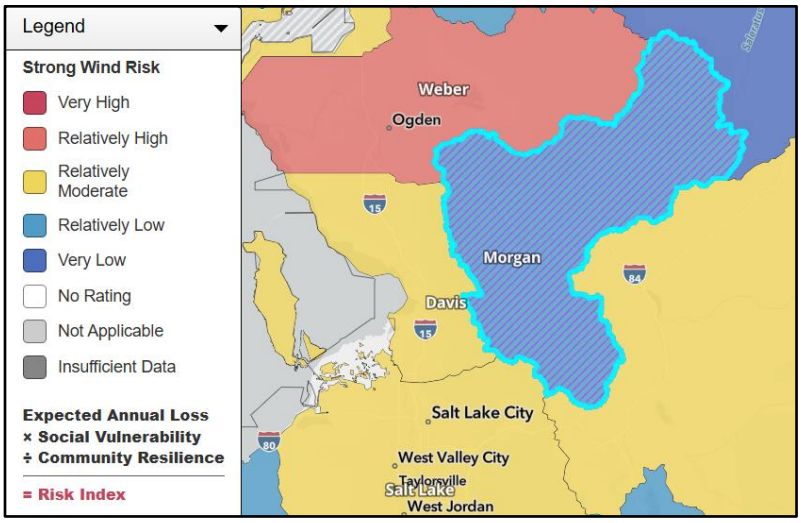


Figure 46: National Risk Index Strong Wind Risk Map for Morgan County[101]

Figure 47 shows tornado frequency by year, with both actual annual counts (bars) and a five-year moving average (line) to reveal long-term trends in Utah. The chart indicates that 1998 was the most active year, with seven recorded tornadoes statewide. The five-year moving average reveals a notable decrease—41% lower—compared to earlier periods. The most recent 10-year average is 1.9 tornadoes per year.[102]

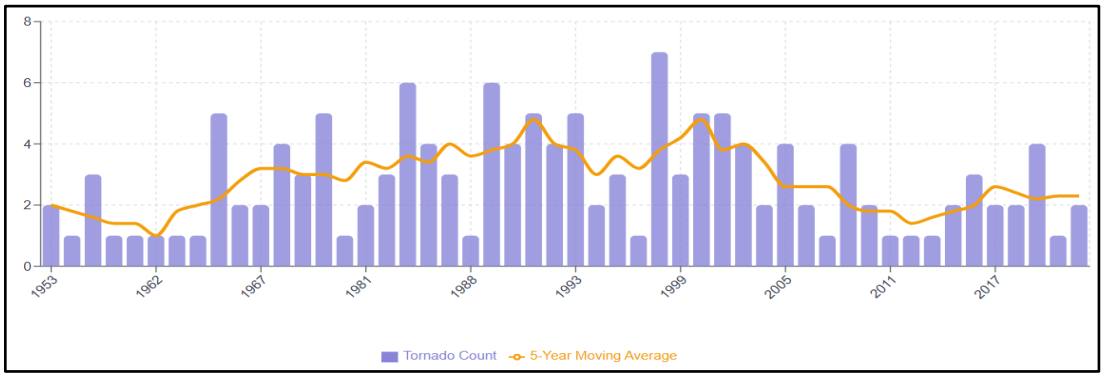


Figure 47: Annual Tornado Trends in Utah[103]

Figure 48 shows tornado frequency by month, highlighting seasonal patterns and identifying peak tornado periods. May is the most active month, with 31 tornadoes (22% of all recorded events) in Utah. The primary tornado season for Utah occurs during May, August, and September, which together account for 59% of all tornadoes in the state.[104]

[101] Federal Emergency Management Agency, National Risk Index, "Risk Map and Legend Strong Wind Morgan Count," 2025, https://hazards.fema.gov/nri/map.
[102] TornadoPath, "Tornado Analysis and Trends-Utah Annual Tornado Trends," 2025, https://www.tornadopath.com/utah.
[103] TornadoPath, "Tornado Analysis and Trends- Utah Annual Tornado Trends," 2025, https://www.tornadopath.com/utah.
[104] TornadoPath, "Tornado Analysis and Trends-Utah Monthly Distribution Chart," 2025, https://www.tornadopath.com/utah.

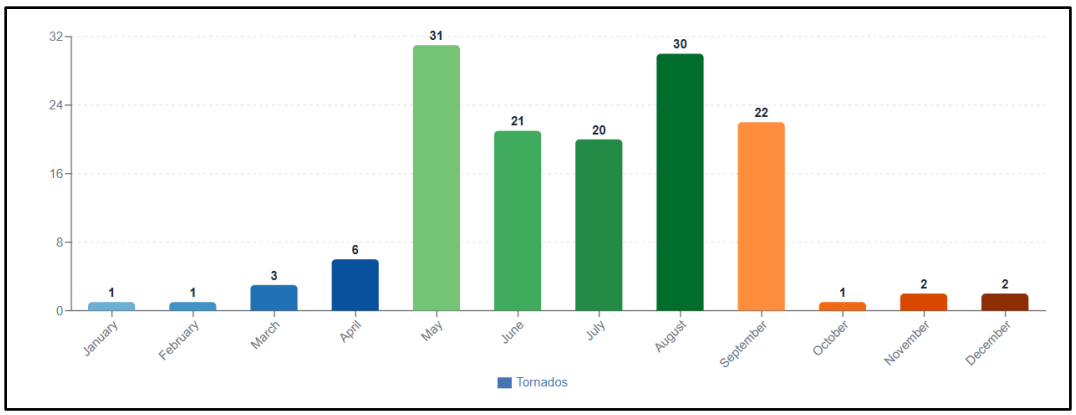


Figure 48: Utah Monthly Distribution of Tornadoes[105]

Figure 49 shows the breakdown of tornadoes by intensity rating (EF scale). Vertical bars compare the prevalence of different tornado strengths, with counts and percentages displayed above each bar. EF0 tornadoes are the most common, comprising 70.4% of all recorded events in Utah. Weak tornadoes (EF0–EF1) account for 91.3% of all events, while strong tornadoes (EF2–EF3) make up 8.7%. There have been no recorded violent tornadoes (EF4–EF5) in this region.[106]

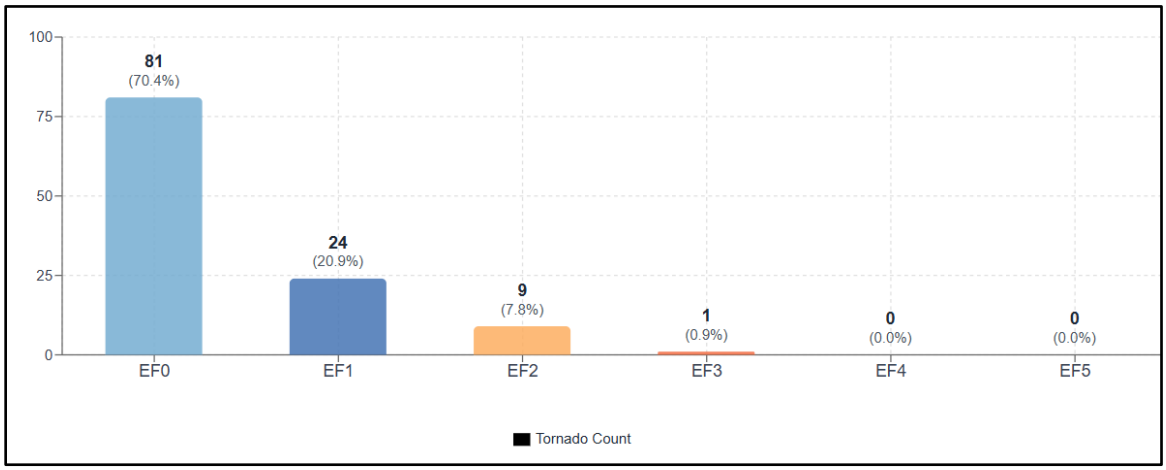


Figure 49: Utah Tornado Intensity Distribution[107]

Historical Occurrences

High-wind events are among the most frequent and damaging atmospheric hazards in Morgan County. Although rarely catastrophic, these events routinely cause infrastructure disruptions, tree damage, power

[105] TornadoPath, "Tornado Analysis and Trends-Utah Monthly Distribution Chart," 2025, https://www.tornadopath.com/utah.
[106] TornadoPath, "Tornado Analysis and Trends-Utah Tornado Intensity Distribution Chart," 2025, https://www.tornadopath.com/utah.
[107] TornadoPath, "Tornado Analysis and Trends-Utah Tornado Intensity Distribution Chart," 2025, https://www.tornadopath.com/utah.

outages, overturned trucks, and hazardous crosswinds, particularly along canyon corridors and ridgetop communities. According to the NCEI Storm Events Database and Utah Climate Center records, Morgan County and adjacent Wasatch Front counties have experienced dozens of recorded high wind, strong wind, and thunderstorm wind events since 1996, including at least 12 events with gusts of 58 mph or higher meeting NWS high-wind criteria between 2000 and 2025. While no federal or state disaster declarations for wind have occurred since the prior plan update, in 2020 Morgan County was included in a disaster declaration for straight-line wind (DR-4578).

DOCUMENTED HIGH-WIND EVENTS

Table 35 summarizes selected significant high-wind events recorded in or near Morgan County since 2000, including wind intensity, general location, and primary reported impacts.

Table 35: Selected Historical High-Wind Events – Morgan County and Vicinity[108]

Date	Location	Peak Gust (mph)	Event Type/Cause	Reported Impacts	Source
September 8–9, 2020	Wasatch Front (including Morgan)	95	Downslope/Canyon Windstorm	Widespread tree and roof damage; 180,000+ power outages regionwide; overturned trucks on I-84	NWS/NCEI
February 21, 2017	Weber and Morgan Counties	78	Gradient Wind	Trees down; minor structure damage near Mountain Green	NCEI
April 14, 2013	Morgan County	72	Thunderstorm Downburst	Temporary road blockage; minor property damage	NCEI
November 12, 2011	Northern Utah	102	Downslope Windstorm	Regional damage exceeding $10 million; gusts above 100 mph in canyons	UAC/UDOT
January 23, 2008	Morgan Valley	67	Gradient/Frontal Passage	Power interruptions; localized tree loss	NWS
May 4, 2004	East Canyon Area	64	Thunderstorm Outflow	No injuries; minor agricultural impacts	NCEI

Between 2000 and 2025, Morgan County experienced at least 12 high-wind events with gusts exceeding 58 mph—meeting the NWS's threshold for "high wind." On average, one to two reportable events occur every three years, though lower-magnitude winds are observed several times each season.

[108] NCEI: National Centers for Environmental Information; NWS: National Weather Service; UAC: Utah Avalanche Center; UDOT: Utah Department of Transportation.

REGIONAL CONTEXT AND NOTABLE EVENTS

Regional windstorms that primarily affect Davis, Weber, and Salt Lake Counties often extend into Morgan County, especially through Weber Canyon and adjacent foothills. The December 1, 2011, downslope windstorm produced gusts over 100 mph along portions of the Wasatch Front and caused regional damage estimated at more than $20 million, with widespread tree damage and outages extending into Weber and Morgan Counties. The September 8, 2020 windstorm produced hurricane-force gusts reaching 112 mph at the University of Utah and up to 99 mph near Farmington, leaving more than 200,000 customers without power and damaging trees, cemeteries, and parks along the Wasatch Front; Morgan County experienced tree fall, power outages, and school and facility disruptions during this event.

FREQUENCY AND RECURRENCE

Analysis of 25 years of wind data (2000–2025) indicates the following approximate recurrence intervals for damaging winds in Morgan County (see Table 36).

Table 36: Estimated Recurrence of Damaging Wind Events in Morgan County

Wind Speed Range (mph)	Typical Frequency	Estimated Return Interval
40–58 (Advisory Level)	Multiple times annually	Seasonal
59–74 (Warning Level)	1–2 events every 2–3 years	Biennial
75–100+ (Severe Windstorm)	1 event every 5–10 years	Decadal

Windstorm recurrence is strongly influenced by regional pressure gradients and terrain channeling, particularly in the Weber Canyon and Mountain Green areas. As population and infrastructure continue to expand into these high-exposure corridors, the probability of damage per event increases, even if the frequency of windstorms remains relatively stable.

STATE AND FEDERAL DISASTER DECLARATIONS

Since the previous Morgan County Hazard Mitigation Plan update, Morgan County has been included in one federal major disaster declaration related to high-wind impacts. In September 2020, the County was included in FEMA Major Disaster Declaration DR-4578-UT, issued following a severe regional windstorm that produced hurricane-force gusts across the Wasatch Front and caused widespread tree damage, power outages, and infrastructure impacts.

Aside from this event, no additional federal major disaster declarations or state disaster declarations specifically associated with high-wind impacts have been issued for Morgan County since the last plan update.

Probability and Effects of Future Conditions

Based on historical wind records, National Weather Service observations, and National Risk Index frequency estimates, the probability of high-wind events affecting Morgan County within the next five years is considered Likely. Historical records indicate that Morgan County experiences damaging wind gusts (58 mph or higher) approximately every two to three years, while extreme canyon windstorms producing gusts above 80 mph occur approximately once per decade.

Overall, the meteorological frequency of high-wind events is expected to remain similar to recent decades, but exposure and potential losses will increase as development continues in canyon corridors, foothills, and high-elevation areas, and as critical infrastructure—including power, communications, transportation—becomes more interconnected and vulnerable to disruption.

DRIVERS OF FUTURE PROBABILITY

- **Synoptic and Canyon Wind Patterns:** Strong regional pressure gradients, especially during late fall through spring storms, will continue to generate high winds in Morgan County. Weber Canyon, Mountain Green, and nearby foothill corridors will remain the most prone to extreme gusts because terrain funnels and accelerates airflow. Climate modeling suggests that modest shifts in storm-track position, jet-level winds, and pressure-gradient intensity may increase the *clustering* of strong wind events, even if annual wind climatology remains broadly similar.
- **Convective Winds (Thunderstorm Downbursts and Microbursts):** Rising temperatures and increased atmospheric moisture during spring and summer are expected to enhance convective instability, which can lead to stronger downbursts and microbursts, even if the number of thunderstorms does not substantially change. This may increase the likelihood of short duration but damaging wind events capable of downing trees, roofs, and power lines anywhere in the county.
- **Land Use, Development, and Exposure:** Growth in Mountain Green, Peterson, and upper Morgan Valley places more structures, utilities, and transportation corridors directly within high-wind zones. Even if wind climatology remains stable, the total damage per event is likely to increase because a larger number of homes, schools, businesses, and linear infrastructure will be exposed to strong winds. Expansion of development into canyon mouths, foothills, and ridgelines—areas with naturally higher gust potential—further increases countywide vulnerability.
- **Climate Variability and Future Wind Patterns:** Climate modeling for the Intermountain West indicates that seasonal wind characteristics may shift due to altered storm tracks and pressure gradients. The Utah State Enhanced Hazard Mitigation Plan (2025) notes the following:
  - More frequent high-intensity storm systems capable of producing strong gusts
  - Increased winter-to-spring variability, with extreme events clustering in shorter windows
  - Continued risk of dust storms and wildfire spread linked to high-wind and drought conditions

Although future annual averages of wind speed may show little change, extreme wind gusts are expected to remain as frequent or slightly more intense, consistent with observed trends across northern Utah since 2010 (see Table 37).

Table 37: Probability and Severity Summary

Wind Type	Typical Frequency	Typical Peak Gust (mph)	Trend (2050 Outlook)	Relative Probability
Canyon/Downslope Windstorm	1 per 5–10 years	80–100+	Stable to Slight Increase	**High**
Thunderstorm/Downburst Wind	1–2 per year	60–90	Slight Increase	**Moderate**
Gradient/Synoptic High Wind	2–3 per year	50–75	Stable	**High**
Localized Gust Events (<1 hr)	Several annually	40–60	Stable	**High**

The overall probability of future damaging wind events (58 mph or higher) in Morgan County is high, with an expected recurrence interval of every two to three years. Extreme events exceeding 80 mph are expected approximately once per decade, most commonly during late winter and spring.

Taken together, these factors support a high overall probability of future damaging wind events (58 mph or higher) in Morgan County, with moderate to high severity depending on event type and exposure, and a once-per-decade likelihood of extreme canyon windstorms capable of causing regionally significant damage and multiday disruptions.

Landslides

Hazard Definition

A landslide is the downslope movement of soil, rock, and debris under the influence of gravity. Landslides include a range of processes—falling, toppling, sliding, spreading, and flowing—and can occur slowly over months to years or suddenly during a single storm or earthquake. In Utah and in Morgan County, landslides most often occur on moderate to steep slopes or in weak geologic materials, and are commonly reactivations of pre-existing landslide deposits rather than entirely new failures.

Landslides are typically triggered by combinations of sustained above-average precipitation, intense rainstorms, rapid snowmelt, and rain-on-snow events, which increase soil pore-water pressure and reduce slope strength. Other important contributors include erosion of the slope toe, loss of vegetation following wildfire, and ground shaking during earthquakes—particularly from the nearby Wasatch fault system. Human activities—such as cutting or over-steepening slopes, loading the tops of slopes with fill or structures, concentrating runoff, or increasing soil moisture through irrigation and septic systems—can also initiate or accelerate slope movement (see Figure 50).



Figure 50: Typical Landslide Components[109]

Landslides in Morgan County can appear in several forms, consistent with U.S. Geological Survey landslide classifications (see Figure 51):

- **Rockfalls and topples** are downslope movements of loosened blocks or boulders from a bedrock area. These generally occur along steep canyons with cliffs, deeply incised stream channels in bedrock,

[109] Utah Geological Survey, Gregg Buekelman, "Landslide Hazards in Utah,"2011, https://ugspub.nr.utah.gov/publications/public_information/pi-98.pdf.

and steep bedrock road cuts. The greatest damage from rockfalls has been to roads, railroads, and aboveground pipelines.

- **Debris slides and flows** occur in steep mountainous areas and involve the relatively rapid, viscous flow of coarse-grained soil, rock, vegetation, and other surface materials. Debris flows contain more water than slides and are potentially more dangerous because they can form quickly, move at high speeds, and travel long distances. Debris flows generally remain in stream channels but can flow out from canyon mouths for a considerable distance. They can damage buildings, bridges, roads, railroads, and pipelines. Areas that have been impacted by wildfire may be more likely to experience a debris flow because vegetation no longer holds soils in place.
- **Earth slides and flows** are composed of fine-grained material, but earth flows contain more water than earth slides. Earth slides and flows vary in size, including some of the largest past earth slides in Utah. Like other landslides, they can damage anything in their path.
- **Slumps** are common along road embankments and river terraces. They slip or slide along a curved plane away from the upper part of a slope, leaving a scarp. They generally do not move far from the source area.

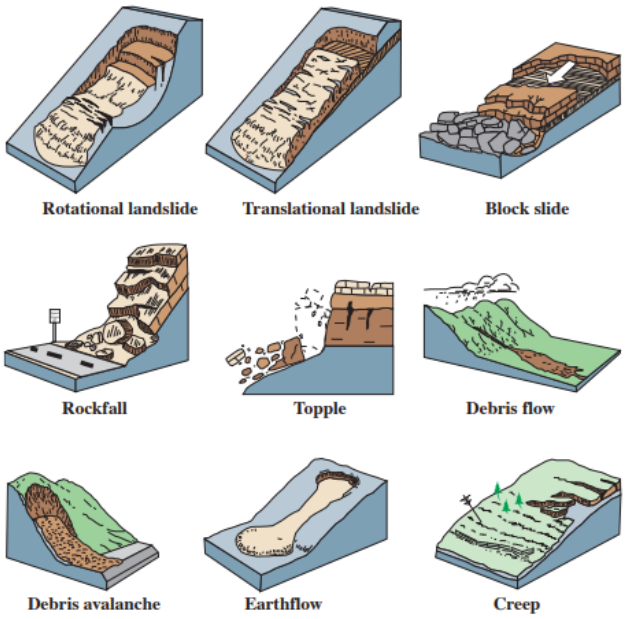


Figure 51: Major Types of Landslides[110]

[110] Utah Geological Survey, Gregg Buekelman, "Landslide Hazards in Utah,"2011, https://ugspub.nr.utah.gov/publications/public_information/pi-98.pdf.

Geographic Location

Landslide distribution in Morgan County is controlled by geology, topography, and climate. Slopes underlain by weak sedimentary rocks, thick colluvium, or old landslide deposits—and exposed to high precipitation or snowmelt—are most susceptible, particularly along the margins of Morgan Valley and in steep canyon areas. Nearly all mapped landslides in Utah, including those in Morgan County, are reactivations of older landslides, which means that slopes that have failed in the past are the most likely to move again.

In Morgan County, landslides and landslide-prone areas are most common on the eastern slopes of the Wasatch Range and on benches and canyon walls overlooking the Weber River and major tributaries. Field observations and Utah Geological Survey (UGS) mapping show concentrations of landslides and high-susceptibility terrain in and around the following areas (see Figure 52):

- The Trappers Loop/SR-167 corridor and adjacent Wasatch slopes
- The Durst Mountain area and benches above Morgan Valley
- The Red Rock Peak area and other steep slopes along the valley margins.

Recent development pressure has expanded residential and infrastructure footprints into these hillside and bench areas, increasing exposure to both slow-moving and rapid slope failures.

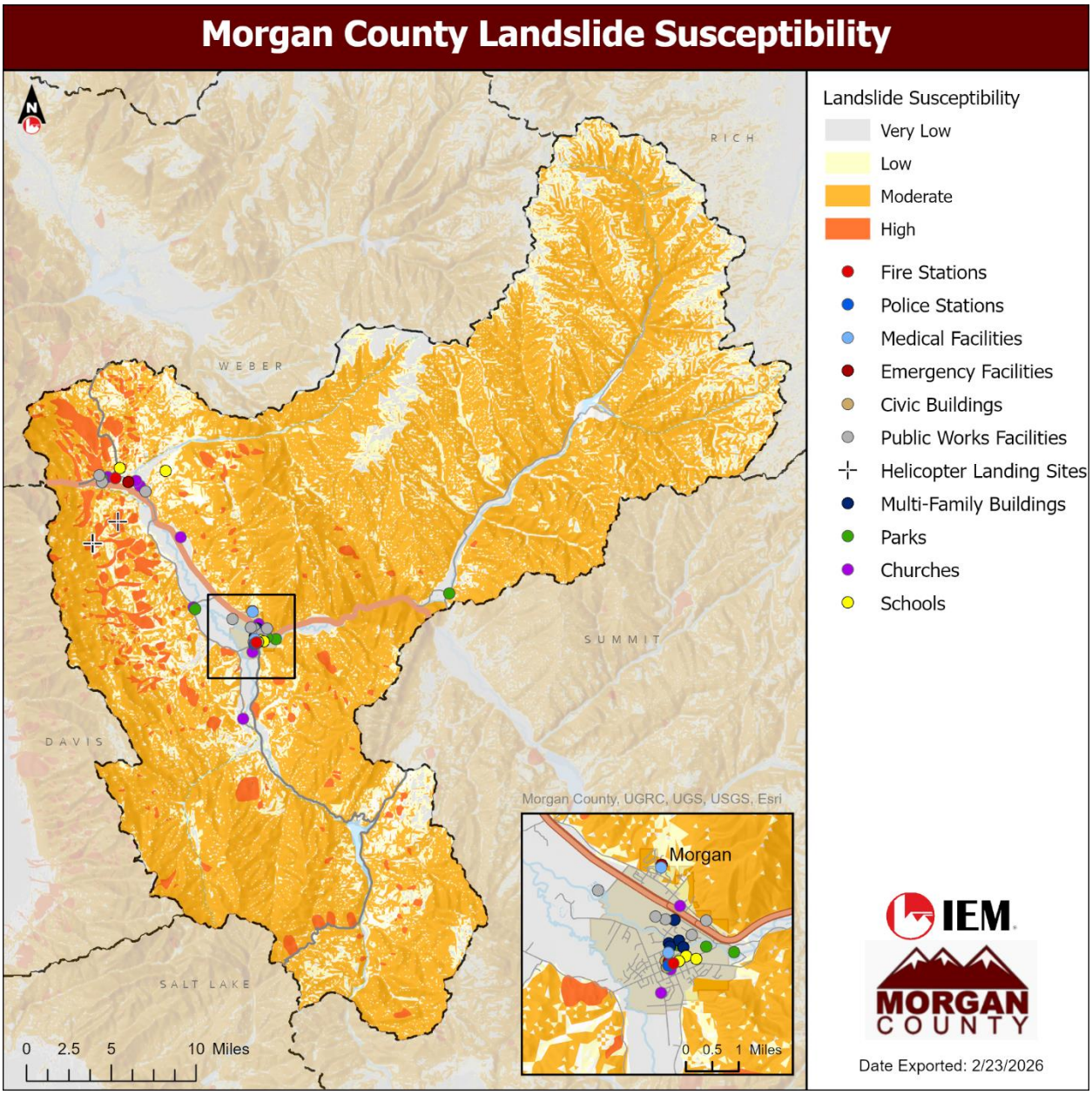


Figure 52: County Facilities in Landslide-Susceptible Areas

Magnitude and Severity

For Morgan County, landslide magnitude and severity are best described in terms of landslide susceptibility categories and the type and scale of damage they can cause. UGS's *Landslide Susceptibility Map of Utah* assigns High, Moderate, Low, and Very Low susceptibility based on the presence of mapped landslides and on slope-angle thresholds by geologic unit. Areas with existing shallow or deep-seated

landslides are classified as High susceptibility; slopes with angles similar to those where landslides are already mapped are classified Moderate; gentler slopes are assigned Low or Very Low susceptibility.[111]

The following categories describe relative landslide susceptibility in Utah:[112]

- **High Susceptibility:** Areas of existing shallow and deep landslides. Slope angle and geologic unit are not considered in this category.
- **Moderate Susceptibility:** Areas that have slopes prone to landsliding based on observed landslide slope angles. The category includes slopes greater than 7° (12%) to greater than 18° (32%), depending on the geologic unit.
- **Low Susceptibility:** Areas that have slopes that may produce landslides. The category includes slopes from 5° to 7° (9–12%) for the lower slope-angle threshold and from 13° to 18° (23–32%) for the upper slope-angle threshold, depending on the geologic unit.
- **Very Low Susceptibility:** Areas that are unlikely to produce landslides. The category includes slopes less than 5° (9%) to less than 7° (12%), depending on the geologic unit.

In Morgan County, most documented landslides are small to moderate in volume, producing localized damage such as road shoulder failures, culvert deformation, and cracking or settlement of foundations and yards. The April 2023 Trappers Loop Bend rotational slide, for example, had a headscarp about 11 feet high and dimensions roughly three-quarters the size of a football field, damaging fences but not SR-167 itself.

While individual events have so far produced limited structural losses, even small landslides can have outsized operational and economic consequences. Rockfalls and debris-related slope failures can close I-84 and SR-167 for several hours at a time, requiring repeated cleanup and contributing to long-term maintenance costs. For planning purposes, landslide hazard severity in Morgan County is best characterized as Moderate to Severe at sites in High and Moderate susceptibility areas, and Low elsewhere, even though the area of potential impact is geographically widespread.

Historical Occurrences

Landslides are a recurring but generally localized hazard in Morgan County. According to FEMA's Disaster Declarations database, Morgan County has not received a major disaster declaration for landslides between 2000 and 2025, but smaller slope failures are documented in UGS reports, media coverage, and local emergency management and public works records. Most events have affected transportation corridors and hillside residential areas rather than causing countywide damage.

[111] Richard E. Giraud and Lucas M. Shaw, *Landslide Susceptibility Map of Utah*, 2007, Utah Geological Survey, https://ugspub.nr.utah.gov/publications/maps/m-228/m-228.pdf.
[112] Richard E. Giraud and Lucas M. Shaw, *Landslide Susceptibility Map of Utah*, 2007, Utah Geological Survey, https://ugspub.nr.utah.gov/publications/maps/m-228/m-228.pdf.

The UGS Landslide Inventory is a compilation of mapped landslide activity throughout the state. Where available, landslide scarps are shown, which identify the area where landslide material has moved downslope away from the undisturbed ground at the source area. Locations where historic landslide activity have been recorded is shown in Figure 53.

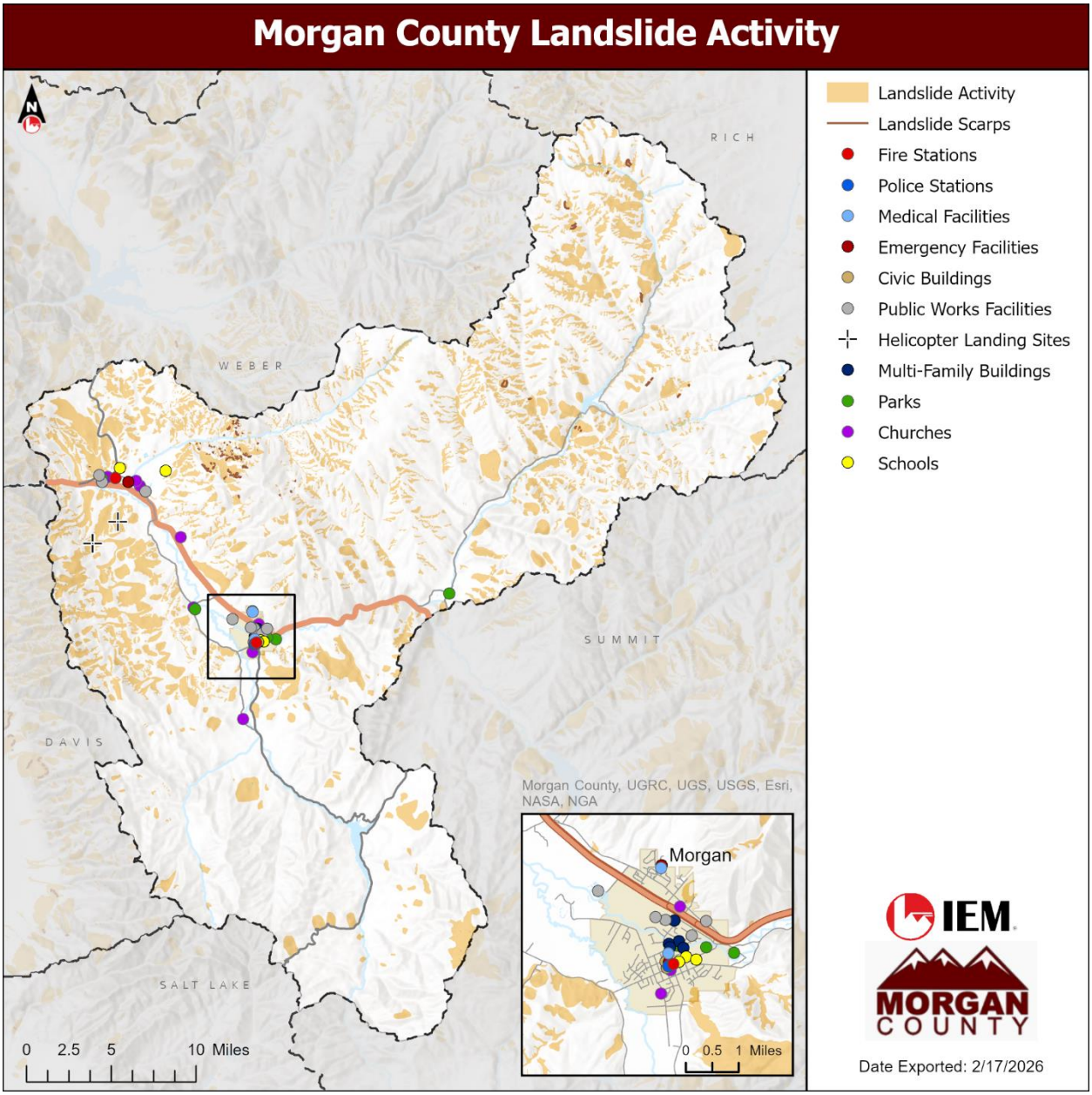


Figure 53: Landslide Activity in Morgan County

APRIL 30, 2023 – TRAPPERS LOOP BEND (SR-167)

Two landslides occurred along and near Trappers Loop Bend (SR-167) in Morgan County. They were first reported on April 30, 2023, by KSL Chopper 5. There was one large landslide and a secondary landslide.

The secondary landslide was triggered by movement at the toe of the large landslide and contained internal scarps. The type of landslide was reported as an active, slow-moving rotational landslide, measuring approximately three-fourths of a football field in width and length (235 by 250 feet) and an 11-foot headscarp (see Figure 54). There was damage to the cattle fencing, but no damage to SR-167, located above the landslide area.[113]



Figure 54: Drone Images of Trappers Loop Bend (SR-167) Rotational Landslide[114]

APRIL 14–16, 2023 – MOUNTAIN GREEN LANDSLIDE

A mudslide occurred in the area of 5500 North and Mountain Green Drive in Morgan County on Sunday, April 16. The slide was first reported moving slowly on Friday, April 14, and a hill partially collapsed two days later. The type of landslide was reported as a stable, slow-dying rotational to translational landslide, measuring half the size of a football field. The landslide location was in proximity to two homes that had to be evacuated by the residents (see Figure 55).[115]

Available records suggest that small rockfalls, slumps, and shallow slides occur nearly every year in Morgan County, particularly along canyon roads and bench slopes, while moderate-size deep-seated movements (such as the 2023 Trappers Loop and Mountain Green events) have historically occurred every several years, often following winters with high snowpack and rapid spring melt.

[113] Utah Geological Survey, "Geological Hazards-Trappers Loop Landsides, Morgan County," 2023, https://geology.utah.gov/portfolio-item/trappers-loop-landslides/.
[114] Utah Geological Survey, "Geological Hazards-Trappers Loop Landsides, Morgan County," 2023, https://geology.utah.gov/portfolio-item/trappers-loop-landslides/.
[115] Utah Geological Survey, "Utah Landslide Emergency Response Photos of Mountainview Drive Residences, April 2023," 2023, https://geology.utah.gov/portfolio-item/mountain-green-landslide/.



Figure 55: Photo of 2023 Mountain Green Landslide[116]

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received any federal major disaster declarations specifically attributed to landslides since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically related to landslide impacts affecting Morgan County during this period. While localized slope failures occur periodically in the county—particularly along canyon roads and hillside developments—these incidents have generally been limited in geographic extent and have not resulted in impacts sufficient to trigger a state or federal disaster declaration.

Probability and Effects of Future Conditions

Based on historical observations, landslide susceptibility mapping, and documented recent events, the probability of landslides affecting Morgan County within the next five years is considered Likely. Local

[116] Utah Geological Survey, "Utah Landslide Emergency Response Photos of Mountainview Drive Residences, April 2023," 2023, https://geology.utah.gov/portfolio-item/mountain-green-landslide/.

records and Utah Geological Survey observations indicate that small landslides—including rockfalls, slumps, and shallow slope failures—occur somewhere in the county nearly every year, while moderate events capable of damaging roads or threatening structures occur approximately every two to five years, particularly following winters with high snowpack or intense spring runoff.

The Utah Enhanced Hazard Mitigation Plan and recent research indicate that climate change is increasing the intensity of extreme precipitation and altering the timing and type of precipitation (more rain-on-snow, earlier and faster snowmelt) across northern Utah. Warmer winters reduce the extent of frozen soils; intense rain falling on existing snowpack and unfrozen soils at low- to mid-elevations can greatly increase pore-water pressures and landslide risk, especially on slopes already mapped as susceptible.

As wildfire frequency and burn severity increase, more slopes in drainages such as East Canyon, Hardscrabble, and Lost Creek may lose the vegetation and root strength that help stabilize hillsides. Post-fire studies show that burned basins can experience significantly higher runoff and debris-flow/landslide activity for three to five years after a fire.

Continued residential and infrastructure growth on benches, canyon mouths, and valley margins expands the number of people, buildings, and lifelines exposed to landslide hazards. Cut-and-fill grading, increased irrigation, and concentrated stormwater discharge can destabilize slopes and accelerate creep or reactivation of older slides if not properly designed and monitored.

A future large earthquake on the nearby Weber segment of the Wasatch fault would likely produce widespread rockfall and trigger reactivation of dormant slides on steep slopes throughout the County. Although such events are infrequent, they represent the worst-case scenario for regional landslide magnitude and cumulative damage.

Considering mapped susceptibility, ongoing small events, changes in precipitation and snowmelt, post-fire behavior, and continued hillside development, the probability of future landslide impacts in Morgan County is high, with most events expected to produce localized but recurring damage and occasional moderate-scale failures during extreme hydrologic or seismic conditions.

The National Risk Index describes Morgan County's landslide risk as "very low" at the national scale; however, local susceptibility mapping and recent 2023 events show that slope failures remain a meaningful countywide hazard that must be managed through land use, design, and monitoring (see Figure 56).

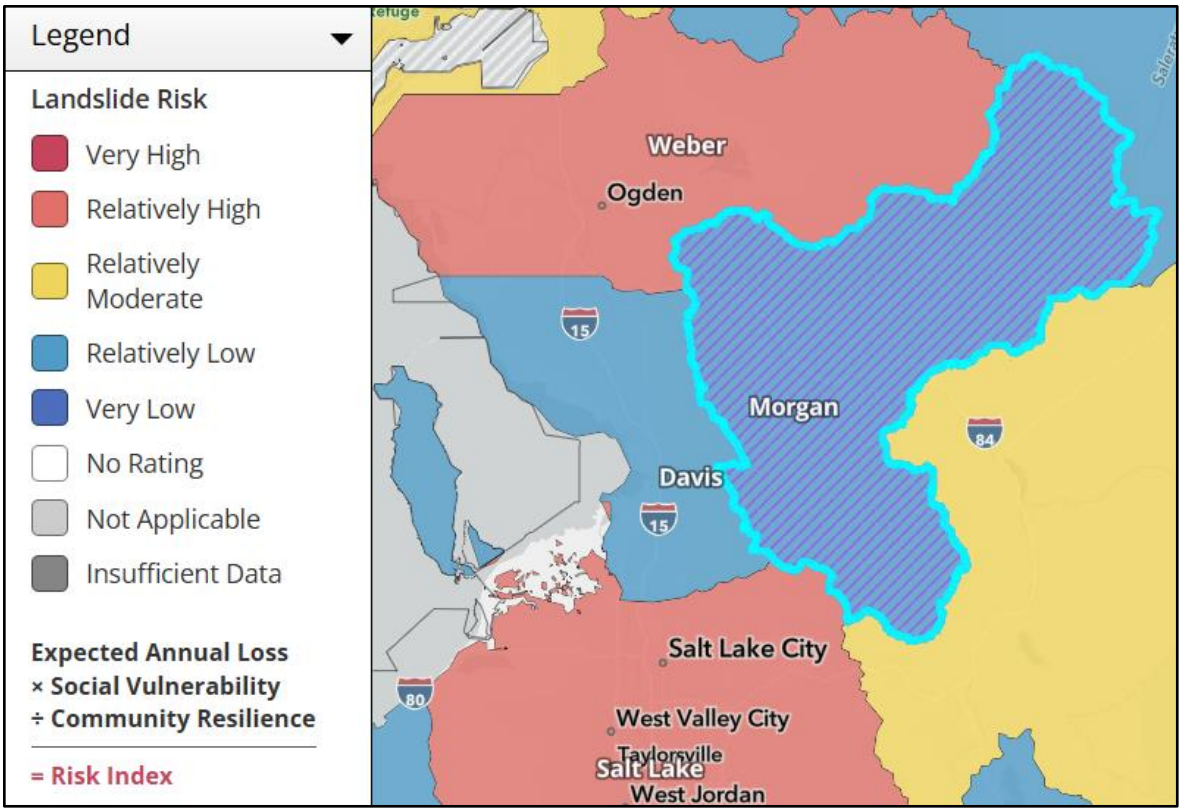


Figure 56: National Risk Index Landslide Risk Map for Morgan County[117]

[117] Federal Emergency Management Agency, National Risk Index, "Risk Map and Legend Landslide Morgan County," 2025, https://hazards.fema.gov/nri/map.

Problem Soils

Hazard Definition

Problem soils refer to specific soil conditions that pose significant challenges to land use, infrastructure stability, agricultural productivity, and environmental health. These soils exhibit a range of problematic characteristics, each of which can create unique difficulties for development and land management. Problem soil types highlighted in the Utah Enhanced Hazard Mitigation Plan are as follows:

- **Collapsible Soils:** Collapsible soils are soils that have considerable strength when in their dry, natural state, but undergo significant settlement due to hydrocompaction when wetted. They are typically associated with young alluvial fans, debris flows, and loess. These soils can cause asphalt concrete (AC) and Portland cement concrete (PCC) pavement failure, severe building and infrastructure distress due to differential movement, and the failure of canals and other gravity flow utilities.
- **Corrosive Soils:** Soil and rock that are corrosive to exposed metals and concrete can cause significant damage to these materials over time. They may cause pipe walls to become thin and weak, leading to failure, and cause pipe buried near or above surface concrete to decay and lose strength.
- **Expansive Soils:** Expansive soils contain clay minerals that expand when wet and shrink when dry. These soils can cause AC and PCC pavement failure, severe building and infrastructure distress and differential movement, and canals and other gravity flow utilities to fail.
- **Land Subsidence:** The lowering of the groundwater table in silty soils by pumping more water than is recharged annually by rain and snow often causes the ground above to sink over widespread areas. In response to subsurface geologic features, this may form distinct earth fissures or ground cracks. These features may severely damage buildings, pavements, underground utilities, and other infrastructure. Building foundations and pavements may crack, sewer and storm drainpipes may come apart or not flow downhill, and infrastructure may become uneven. Permanent, linear tension cracks in the ground may extend upward from the groundwater table and are a direct result of land subsidence caused by groundwater depletion and, in some settings, mine subsidence.
- **Soluble Soils:** Gypsum and other salt-bearing soils and rocks are subject to dissolution of the salt, which causes a loss of internal structure and volume. Where the amount of salt is greater than 10%, dissolution can result in localized land subsidence and sinkhole formation. Dissolution of salt may lead to foundation collapse and may affect roads, dikes, underground utilities, and other infrastructure.

Problem soils can cause extensive damage to structures and foundations. They can also damage pavements after construction, resulting in high maintenance and/or replacement costs, along with increased legal and financial liability due to pavement separation and/or gaps that create tripping hazards. In addition, future maintenance may disrupt business activities, resulting in increased costs and/or lost revenue. The primary problem soil identified in Morgan County is expansive soil, though other types of problem soils may also exist in localized parts of the County.

Geographic Location

Morgan County is underlain by a complex mix of soils and geologic materials that strongly influence local susceptibility to problem-soil hazards. Topography is a key control: the steep Wasatch and Uinta mountain slopes support thin, poorly developed soils, while the mountain valleys and Morgan Valley contain thicker valley-fill deposits of clay, silt, and sand derived from weathered rock. Over time, these materials have accumulated in the valley floor and benches, creating fertile but shrink–swell-prone soils where clay content is high and moisture conditions fluctuate.

Mapping from the 2021 Morgan County Pre-Disaster Mitigation Plan and Natural Resources Conservation Service (NRCS) soil surveys indicate that engineering problem soils cover almost the entire county, including both mountain and valley areas. Mountain slopes are typically limited by shallow bedrock and steep gradients, while valley-fill soils are often rated "Very Limited" for building foundations due to shrink–swell potential, flooding, and variable soil moisture conditions.

Morgan County also relies on a valley-fill aquifer fed by the Weber River and East Canyon Creek for domestic, municipal, commercial, and irrigation uses. Prolonged drought and groundwater pumping that exceeds natural recharge can lower the water table, increasing the potential for land subsidence and related ground cracking in susceptible, fine-grained deposits.

To define geologic-hazard areas—including those related to problem soils—the County relies on Utah Geological Survey (UGS) geologic-hazard maps and NRCS soil interpretations. These sources indicate that developed areas with elevated problem-soil concerns include Croydon, Porterville, and Mountain Green, where unconsolidated valley-fill deposits, benches, and slopes are vulnerable to shrink–swell movement and settlement when disturbed or subjected to significant moisture changes.

Magnitude and Severity

There is no standardized magnitude or extent scale for problem soils similar to those used for natural hazards like earthquakes or floods. However, problem soils impacts can be described and assessed based on various factors that influence their composition, severity, and consequences.

Because problem soils are widespread but vary in thickness and severity, Morgan County uses a combination of NRCS Soil Survey Geographic Database (SSURGO) soil interpretations, UGS geologic-hazard mapping, and site-specific geotechnical investigations to characterize extent. For planning purposes, soils rated "Very Limited" for buildings (with or without basements) and small commercial buildings due to shrink–swell, collapse, wetness, or shallow bedrock are treated as problem-soil areas.

Site-specific characterization uses standard geotechnical tests—such as plasticity index (Atterberg limits), swell/consolidation tests, and corrosion potential—and borings or test pits to determine soil thickness, mineralogy, and moisture sensitivity. These data inform foundation design, pavement sections, and mitigation measures (e.g., over-excavation and replacement, moisture conditioning, drainage improvements, or deep foundations).

The area of impact for problem soils in Morgan County is widespread, but the severity of damage at any given site is usually localized and develops over a period of months to years. When problem soils are not identified and mitigated, they can cause cracked and displaced foundations and slabs; doors and windows that no longer operate properly; broken water and sewer laterals; settlement or heave of sidewalks and pavements; and misaligned culverts and canals.

For most structures, individual events are of minor to moderate severity, but cumulative costs can be substantial. Repairs may require underpinning or partial reconstruction of foundations, pavement replacement, utility realignment, or regrading and drainage improvements. Because damage typically occurs gradually and is often handled as routine maintenance or as private property repairs, losses are poorly documented in traditional disaster databases, leading to an underestimation of the true economic impact.

Overall, consistent with previous state and County hazard profiles, problem-soil hazard severity in Morgan County is best characterized as "minor to serious" at the site scale, with a high probability and persistent occurrence at the County scale. Detailed laboratory protocols are beyond the scope of this plan and are addressed in separate geotechnical reports.

CRITICAL FACILITIES AND LIFELINES AT RISK

Although catastrophic failures are unlikely, problem soils can gradually undermine the performance of critical facilities and lifelines countywide. In Morgan County (unincorporated areas) alone, problem soils intersect over 400 commercial structures, more than 2,000 residences, multiple parks and public facilities, five water tanks, and 83 wells, as well as over 50 miles of roads and numerous bridges and culverts. These figures represent planning-level estimates derived from County Geographic Information System (GIS) overlays of NRCS soil ratings and infrastructure datasets and are intended to illustrate relative exposure rather than exact facility counts.

Critical facilities most at risk are those built on valley-fill deposits with high clay content or on filled ground, including schools, emergency services facilities, water and wastewater plants, and transportation corridors such as Interstate 84 and associated interchanges. Over time, expansive or collapsible soils can cause foundation settlement or heave, slab cracking, misalignment of underground utilities, and differential movement at bridge approaches—leading to safety concerns, increased maintenance costs, and potential service disruptions.

Because the hazard is widespread but chronic, Morgan County emphasizes geotechnical review for capital projects, design standards that address shrink–swell and collapse potential, and ongoing monitoring of pavement and utility performance rather than relying solely on disaster declarations to capture impacts.

Historical Occurrences

No major, documented damage events in Morgan County have been formally attributed solely to problem soils, and there are no known disaster declarations in which problem soils were the primary

hazard. However, engineering staff and the 2021 risk assessment recognize that cracked pavements, foundation settlement, and utility repairs occur regularly in problem-soil areas, yet these are typically addressed as routine maintenance or as private property issues and therefore are not captured in statewide or federal hazard databases. Statewide, UGS and NRCS report that problem soils—including expansive and collapsible soils and land subsidence—have caused a "very significant amount of infrastructure damage and resulting economic impact" in Utah.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received any federal major disaster declarations specifically attributed to problem soils since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically related to problem-soil impacts affecting Morgan County during this period.

No major, documented damage events in Morgan County have been formally attributed solely to problem soils. However, engineering staff and the 2021 risk assessment recognize that cracked pavements, foundation settlement, and utility repairs occur regularly in problem-soil areas, yet these are typically addressed as routine maintenance or as private property issues and therefore are not captured in statewide or federal hazard databases.

Probability and Effects of Future Conditions

Based on the widespread presence of expansive and collapsible soils across Morgan County and documented recurring infrastructure maintenance issues, the probability of problem-soil impacts affecting Morgan County within the next five years is considered Likely. Under the probability framework used in this plan, Likely indicates that a hazard occurs periodically and is expected to occur at least once within the next five years. Because problem soils are distributed across much of the county and are triggered by common conditions such as moisture fluctuations, irrigation, and development activities, minor impacts such as pavement cracking, foundation settlement, and utility misalignment occur on a recurring basis.

Broader factors affecting the impact of problem soils include the following:

- **Development and Land Use:** Continued residential and commercial growth in valley-fill and bench areas (e.g., Mountain Green, Enterprise, Croydon) will place more buildings, roads, and buried utilities on shrink–swell and collapse-susceptible soils. Grading, irrigation, and altered drainage patterns can change soil moisture regimes, increasing the likelihood of expansion, settlement, or subsidence beneath both new and existing structures.
- **Climate Variability (Drought and Flood):** Projected increases in temperature extremes, drought, and intense precipitation will increase the number of wet–dry cycles experienced by near-surface clays. Extended droughts can dry and shrink expansive soils, while subsequent wet periods or floods may cause rapid swelling; similar cycles can also trigger collapse of moisture-deficient collapsible deposits. These changes may increase both the frequency and magnitude of shrink–swell and settlement damage.

- **Groundwater Levels:** Long-term lowering of groundwater from pumping, especially during drought, may induce regional subsidence and earth fissuring in susceptible fine-grained deposits, while localized rises in groundwater due to irrigation or leakage can enhance swelling in expansive soils.
- **Codes, Standards, and Practices:** Adoption and enforcement of geotechnical investigation requirements, foundation and pavement design standards, and drainage/stormwater criteria can significantly reduce future damages even as exposure grows. As new UGS and NRCS data become available, Morgan County can refine zoning, building codes, and subdivision standards to discourage high-risk siting and require appropriate mitigation in problem-soil areas.

Considering the widespread distribution of problem soils, the chronic nature of associated damage, and anticipated changes in climate and development, the probability of future problem-soil impacts in Morgan County remains high, even though most individual incidents are expected to produce minor to moderate, rather than catastrophic, damage at the site scale.

Radon

Hazard Definition

Radon is a radioactive gas released from the nuclear decay process of uranium and radium, which are trace elements in many soils. The radiation emitted during radon decay is primarily alpha radiation. It is odorless, colorless, and tasteless. As radon moves up through the ground, it can enter a home through cracks and gaps in walls and floors, cavities inside walls, gaps around service pipes, and water supply connections. Figure 57 illustrates several ways radon can enter the home.[118]

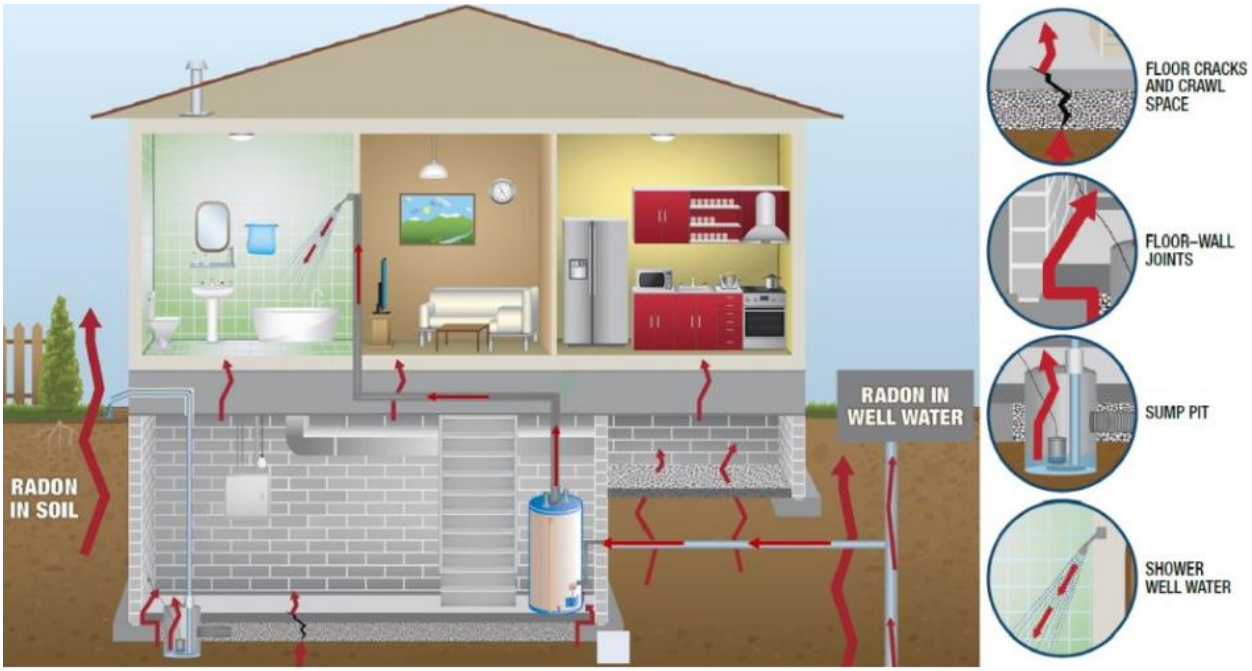


Figure 57: How Radon Enters a Home [119]

Though relatively harmless at low levels, radon is classified by the U.S. Environmental Protection Agency (EPA) as a known human carcinogen and is considered the leading cause of non-smoking lung cancer in the United States. Small radioactive particles are inhaled and lodged in the lungs, damaging DNA.

Because radon is tasteless, odorless, and invisible, it presents unique challenges in minimizing daily exposure to this naturally occurring radiation. Radon is treated by the Federal Emergency Management Agency (FEMA) and EPA as a chronic indoor environmental hazard (not a disaster-declaration hazard); management relies on testing, mitigation systems, and radon-resistant new construction and code enforcement.

[118] World Health Organization, "Radon," 2023, https://www.who.int/news-room/fact-sheets/detail/radon-and-health/.
[119] Environmental Protection Agency, "Radon Can Enter Your Home in Many Ways," 2021, https://www.epa.gov/system/files/styles/huge/private/images/2021-10/how-radon-enters-home.jpg?itok=yhnoFgEF.

Nearly 21,000 deaths in the United States each year are caused by radon gas, according to the EPA and the Centers for Disease Control and Prevention (CDC).[120] Since 2005, the Office of the Surgeon General has warned the public of the dangers of radon, especially its cancer-causing potential. [121] The EPA recommends fixing homes at levels greater than or equal to 4 picocuries per liter (pCi/L) and considering fixes at 2–4 pCi/L; the World Health Organization's (WHO) reference level is 2.7 pCi/L. Radon can be detected through an inexpensive test and can be mitigated through proper ventilation and installation of systems to prevent radon from entering the home.

Geographic Location

Radon is a naturally occurring radioactive gas that is created when uranium decays. Utah has high levels of uranium in the ground, leading to high levels of radon throughout the state.[122] One in three homes in Utah has elevated radon levels.[123] Long-term exposure to high levels of radon indoors can lead to serious health risks, including lung cancer. In fact, 21,000 Americans—and an estimated 200 to 300 Utahns—die annually from radon-induced lung cancer (see Figure 58).[124] The danger of high exposure to radon in mines was known back in the 1500s, yet the presence of radon in indoor air was not documented until 1950. Finally, in 1970, research was initiated to address sources of indoor radon, determinants of concentration, health effects, and approaches to mitigation. Radon gas is easily dissolved in water and is released into the air during water use and movement. High levels of radon are not common in Utah's public water supplies but may be present in well water.[125]

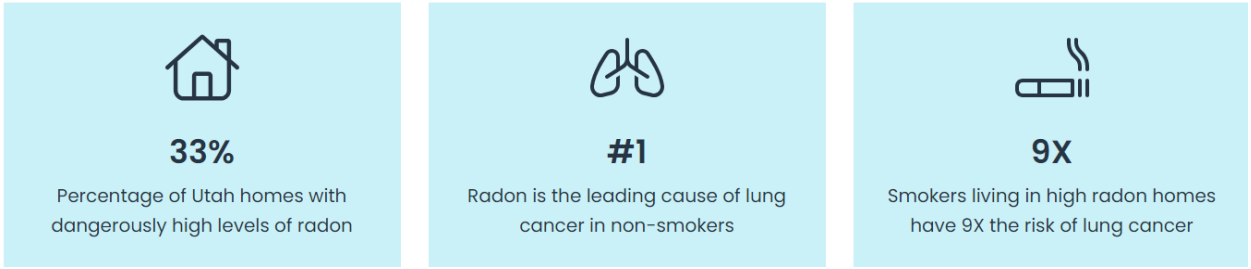


Figure 58: Utah Radon Statistics[126]

Elevated radon potential exists throughout Morgan County, with the highest readings typically along valley margins, foothills, and areas underlain by shale and sandstone formations where uranium decay products and permeable soils facilitate soil-gas entry into buildings. Most of the County is in EPA Zone 2

[120] United States Environmental Protection Agency, "Health Risk of Radon," https://www.epa.gov/radon/health-risk-radon.
[121] United States Department of Health and Human Services, Office of the Surgeon General, "Health Risk of Radon," https://www.hhs.gov/surgeongeneral/reports-and-publications/healthy-homes/index.html.
[122] UtahRadon.org, 2024, "Radon Levels in Utah," https://utahradon.org/.
[123] Utah Department of Environmental Quality, "Radon Program," 2025, https://deq.utah.gov/waste-management-and-radiation-control/radon/radon-program.
[124] UtahRadon.org, 2024, "Radon Levels in Utah," https://utahradon.org/.
[125] Utah Geological Survey, "Radon Gas Hazards," 2025, https://geology.utah.gov/hazards/problem-soils/radon/.
[126] UtahRadon.org, 2024, "Working to Protect Utahns from the Dangers of Radon.", https://utahradon.org/.

(2–4 pCi/L). Indoor concentrations depend on both geologic conditions and building construction, including pressure differentials.

Figure 59 shows that Morgan County falls within Zone 2 (yellow), indicating a moderate potential radon risk. Zone 2 corresponds to a predicted average indoor radon screening level between 2 and 4 pCi/L.[127]

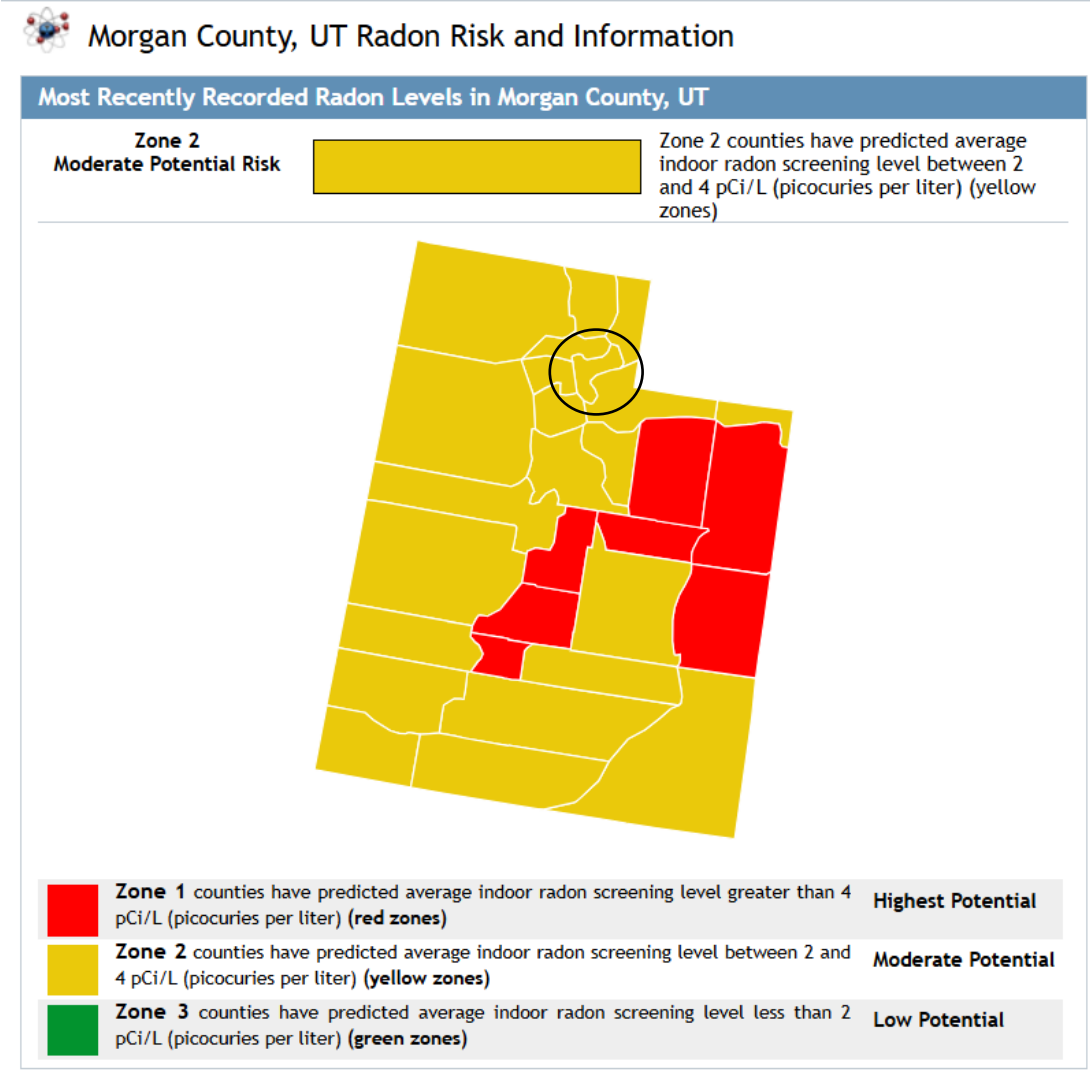


Figure 59: Recent Recorded Radon Levels in Utah, Morgan County Circled[128]

[127] HomeFacts, "Most Recently Recorded Radon Levels in Morgan County, UT," 2025, https://www.homefacts.com/radon/Utah/Morgan-County.html.
[128] HomeFacts, "Most Recently Recorded Radon Levels in Morgan County, UT," 2025, https://www.homefacts.com/radon/Utah/Morgan-County.html.

Magnitude and Severity

Radon presents a significant chronic health hazard rather than an acute event risk. Extent can be measured in terms of the concentration of radon. At the national level, the EPA estimates that radon exposure accounts for approximately 21,000 lung cancer deaths annually in the United States, making it the second leading cause of lung cancer after smoking. In Morgan County, recent test data show an average indoor radon concentration of about 6.8 pCi/L, which is more than double the WHO reference level (~2.7 pCi/L) and significantly above the EPA action level of 4 pCi/L. Moreover, statewide Utah data indicate that roughly 42% of homes tested had radon levels at or above 4 pCi/L. Given Morgan County's geology, housing patterns, and testing results, the likely proportion of homes at or above 4 pCi/L is similar or possibly higher, indicating elevated exposure potential.

From a human health severity standpoint, this chronic exposure translates into a substantial lifetime risk of lung cancer. While a home with radon at 4 pCi/L carries a lower individual risk than one with 10 pCi/L, the fact that many homes in the County exceed the 4 pCi/L threshold means that, cumulatively, the health burden is high. The County's elevated average figure and the high percentage of homes likely above the action level justify classifying radon hazard severity as high (chronic health risk). Although radon does not typically damage infrastructure or cause immediate structural collapse, the long-term societal and economic costs—through illness, treatment, lost productivity, and potential liability—are significant. In addition, since most structures (residential, schools, public buildings) in the County could be exposed, the spatial extent of the risk is large, and the time frame of impact spans decades rather than days or years, amplifying the severity.

Historical Occurrences

Radon does not typically generate discrete "events" like a flood or wildfire, so historical occurrence in the context of this hazard is best described as the accumulation of elevated indoor concentrations over time, documented test-data trends, and associated health-outcome estimates rather than single-incident declarations.

In Utah, the geological and indoor-air record clearly shows radon to be one of the state's most serious geologic-hazard health burdens. According to the Utah Geological Survey, between 1973 and 2015, an estimated 5,630 Utah fatalities were attributable to lung cancer caused by radon gas. More recent reporting extends that number to about 6,278 fatalities between 1973 and 2019. Statewide testing data (e.g., from the Utah Department of Environmental Quality [DEQ] and associated tracking systems) show that radon testing remains underutilized and levels remain elevated: one state report indicates that one in three Utah homes tests above the EPA action level of 4 pCi/L.

Focusing specifically on Morgan County, the most current publicly available summary data indicate an average indoor radon level of approximately 6.8 pCi/L—placing the County among the top 10 in Utah for elevated average radon concentrations. While detailed year-by-year trend data for Morgan County (e.g., percent of homes ≥4 pCi/L over time) are limited in the public domain, the existence of this elevated

average suggests a persistent exposure pattern. Local County communications similarly affirm "one in three Utah homes have high radon levels" and encourage testing in Morgan County.

Furthermore, the availability of short-term test-result datasets by ZIP code and County via the Utah DEQ "Test Results by ZIP Code" portal shows that while the raw numbers of tests may vary yearly, the concentration distributions consistently show a substantial share of homes above action levels. The County's inclusion in the state's radon data narrative—for example, the "Northern Utah" summary noting Morgan's 6.8 pCi/L average—underscores the historic significance of the hazard in this area.

Table 38: Radon-Attributable Fatalities in Utah Since 1973[129]

Year	Fatalities[a]
1973–2001	1460[b]
2002–2011	3816[c]
2012	98[b]
2013	87[b]
2014	87[b]
2015	90[b]
Total	**5638**

[a] Limited data are available and rely on various assumptions; the exact number of fatalities is unknown.

[b] Based on the World Health Organization estimate that 14% of lung cancer cases are attributable to radon gas (Sasha Zaharoff, Utah Department of Health), and data from https://ibis.utah.gov/epht-view/query/selection/radon/RadonSelection.html

[c] Utah Environmental Public Health Tracking Network.

The test results by ZIP code, provided by the Utah DEQ, are displayed in Figure 60. Although individual test results may vary, over 52% of tests in the area have shown concentrations above the 4 pCi/L threshold. The map also reports the average and maximum radon levels in each ZIP code within Morgan County. Tests in ZIP code 84018 indicate both high maximum and average values; however, it is not clear from the data provided how many tests were conducted in this ZIP code or whether the results may have been skewed by a small sample size.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received any federal major disaster declarations specifically attributed to radon exposure since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically related to radon exposure affecting Morgan County during this period. Radon is

[129] Utah Geological Survey, "Cost of Geological Hazards," 2025, https://geology.utah.gov/hazards/problem-soils/radon/.

recognized by FEMA and the U.S. Environmental Protection Agency (EPA) as a chronic indoor environmental health hazard rather than an event-based disaster, and therefore impacts are generally addressed through public health programs, testing initiatives, building codes, and mitigation systems rather than through disaster declarations.

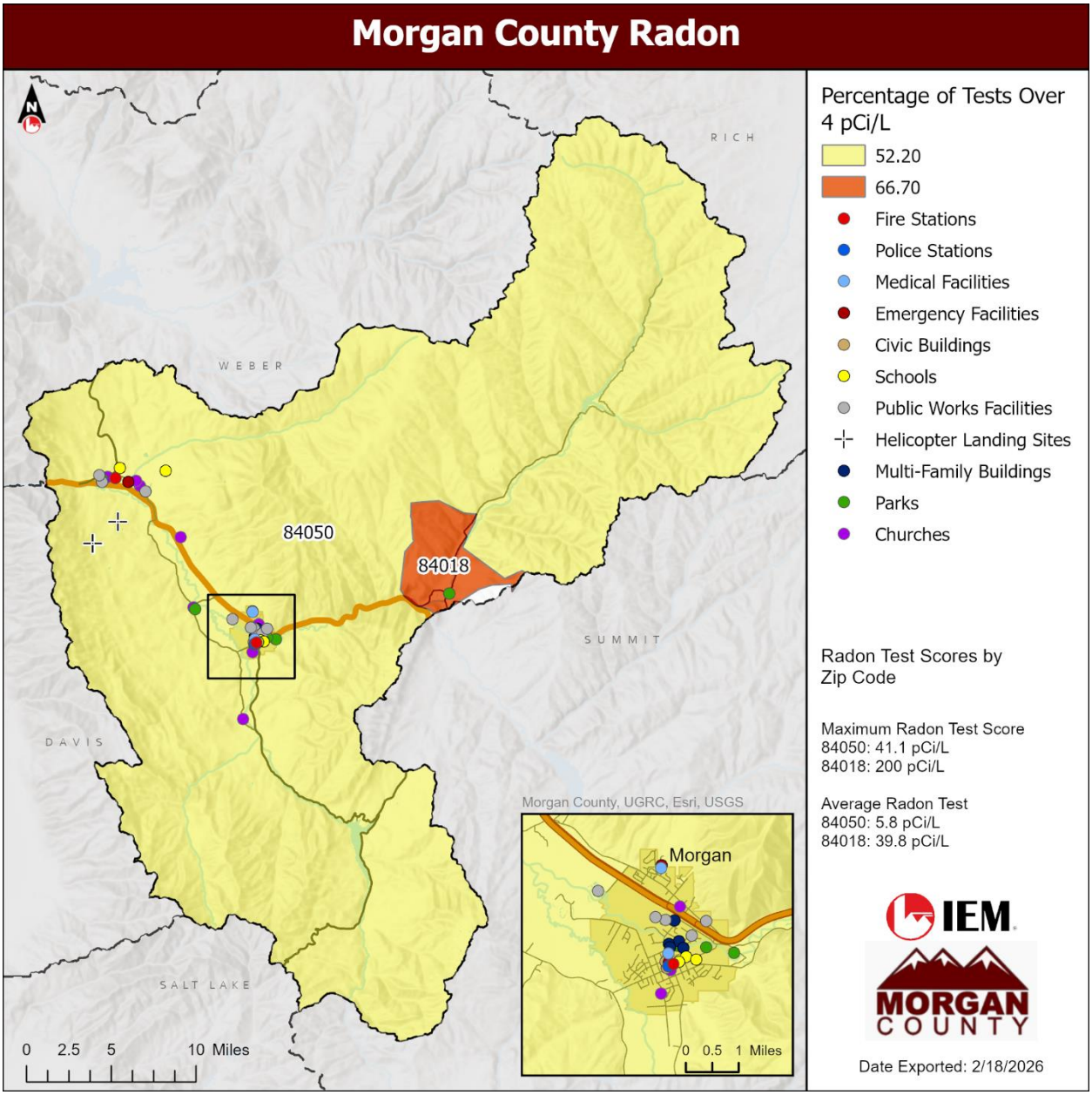


Figure 60: Morgan County Radon Levels by ZIP Code

Probability and Effects of Future Conditions

Radon is a persistent indoor environmental hazard rather than a discrete event. Based on statewide testing data, geologic conditions, and documented indoor radon concentrations, the probability of elevated radon exposure affecting Morgan County within the next five years is considered Likely. Because radon is continuously generated from uranium-bearing soils and rocks and can enter buildings through common foundation openings, elevated indoor concentrations occur regularly across Utah and are expected to continue affecting a significant portion of homes and structures in Morgan County.

In Morgan County, the likelihood of continued elevated radon exposure remains high. Current testing and countywide averages indicate that many structures exceed the key benchmark of 4 pCi/L. Without significant improvements in testing, mitigation, and radon-resistant new construction (RRNC), the number of exposed households will likely increase—driven by increased housing stock, more finished basements, and expanded development into high-radon-potential areas.

Several future-condition factors will amplify the hazard:

- **Building and housing stock growth in high-potential zones:** As development continues (especially in valley margins, foothills, and new subdivisions where geological conditions favor radon entry), more residences will be built on terrain with high radon-generation potential. Without mandatory RRNC requirements or consistent testing protocols, these new homes may add to the pool of high-radon dwellings.
- **Energy efficiency and tighter building envelopes:** Modern building practices lean toward improved insulation, sealed windows and doors, and controlled HVAC (heating, ventilation, and air conditioning) systems. While beneficial for energy conservation, these features reduce natural ventilation and may increase indoor radon concentrations unless radon-specific design or mitigation features are incorporated. Research shows that as buildings become more airtight, radon infiltration rates and accumulation can increase.
- **Climate and environmental change influences:** Emerging studies indicate that climate-driven changes—such as warming soils, fluctuating soil moisture, altered precipitation and groundwater tables, and shifts in heating/ventilation practices—may increase radon mobility from the soil into buildings, or change indoor pressure regimes to favor radon intrusion. For example, warmer soil temperatures can enhance radon emanation; drier soils or changing moisture conditions can increase gas flow pathways. In Morgan County, as climate projections suggest warmer winters and more variable precipitation patterns, the interplay of these changes with indoor-air systems and foundation conditions warrants attention.
- **Occupant behavior and zoning shifts:** If homes are used differently (e.g., greater basement occupancy due to thermal comfort, increased occupancy during certain seasons, or remote-work trends leading to higher exposure time indoors), cumulative radon dose could increase. Also, if growth pushes more housing into foothill or backcountry zones where radon potential may be higher, the hazard footprint expands.

- **Policy/regulation and mitigation uptake:** The future condition of radon risk is heavily dependent on access to mitigation, participation in testing and mitigation programs, building code upgrades (RRNC), and public awareness. If Morgan County enhances outreach, subsidizes testing and mitigation, and updates codes, exposure will reduce; conversely, policy stagnation and low participation will lead to growing risk.

Given these factors, the interpreted future-condition risk in Morgan County is that both the *number of structures with high radon levels* and the *potential for cumulative exposure* will increase unless active mitigation efforts and regulatory or behavioral controls are strengthened. Accordingly, from a planning perspective, the County should treat radon not as a static hazard, but as one whose scope and scale are increasing over time.

Assuming the County housing stock increases by about 1% per year, and that current test data suggest approximately 40% of homes may exceed 4 pCi/L (County estimate; see Figure 61), then over 10 years the number of homes with elevated radon could increase by about 10% (without mitigation) simply due to growth—meaning the at-risk population could expand. If average indoor levels in new, tighter homes rise by 10% to 20% (based on studies of building-envelope effects), the lifetime exposure and risk burden per dwelling could likewise increase, potentially resulting in a higher incidence of radon-related lung cancer over the long term (see Figure 62).

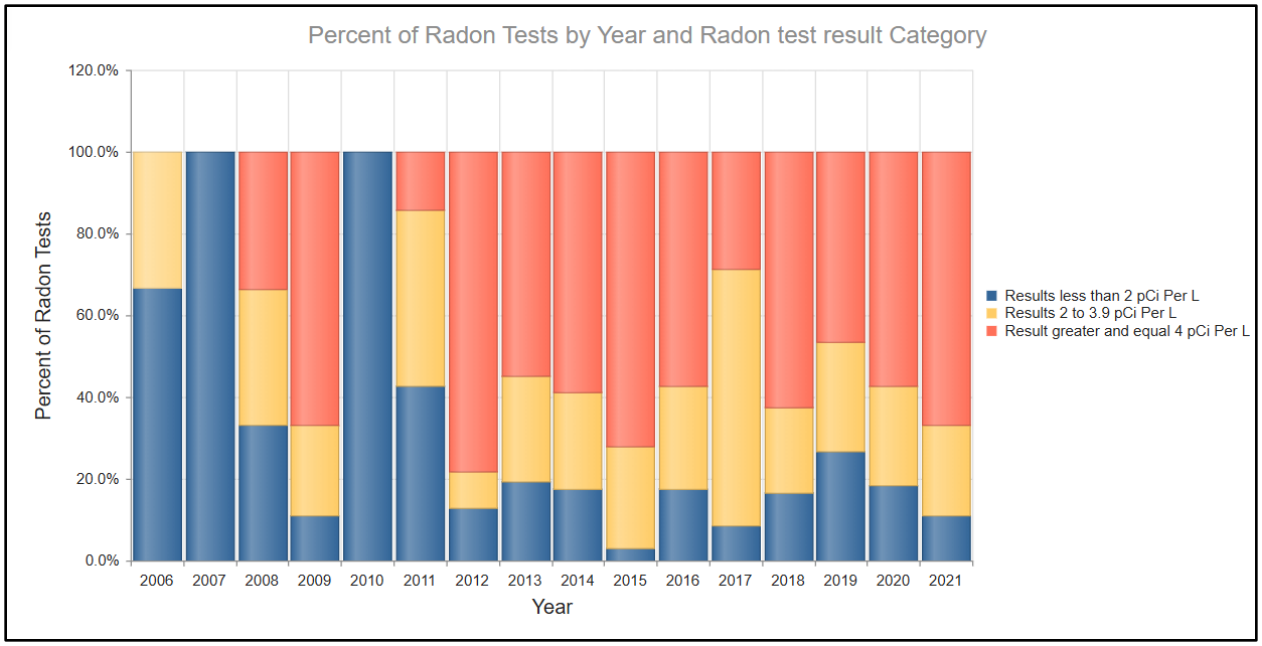
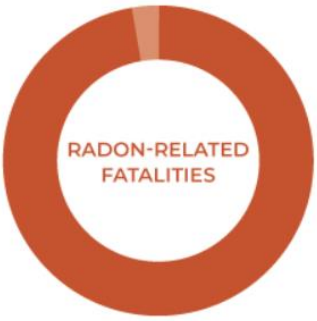


Figure 61: Morgan County Percent of Radon Tests by Year and Test Results[130]

[130] Utah Environmental Public Health Tracking, "Morgan County Query Results for Number of Radon Tests," 2025, https://ibis.utah.gov/epht-view/query/result/radon/RadonNumberTest/Percent.html.



Lung cancer fatalities caused by radon gas are Utah's most deadly geologic hazard. Radon-related deaths account for 97 percent of all geologic hazard fatalities in Utah.

Figure 62: Utah Lung Cancer Deaths Attributable to Radon[131]

[131] Utah Geological Survey, "Cost of Geological Hazards," 2025, https://geology.utah.gov/hazards/problem-soils/radon/.

Snowstorm

Hazard Definition

Snowstorms are a form of winter weather event characterized by the accumulation of snow that creates hazardous conditions for people, property, and infrastructure.[132] Snowflakes form when ice crystals in the atmosphere adhere to one another and fall to the ground while temperatures remain at or below 32°F from the cloud base to the surface. The severity of a snowstorm depends on its intensity, duration, and the combination of accompanying weather elements such as wind, temperature, and ice, all of which can produce dangerous conditions during and after the event.

Operationally, Morgan County references National Weather Service (NWS) winter hazard criteria[133]—for example, blizzard conditions defined by visibility of ¼ mile or less for three or more hours—and applies the Winter Storm Severity Index (WSSI) to anticipate combined impacts from snowfall rate and accumulation, snow load, ice accretion, blowing snow, flash-freeze, and ground-blizzard conditions.

INTENSITY

Snowstorms typically feature snowfall rates of at least 1 inch per hour, though rates can reach or exceed 3 inches per hour during heavy precipitation, causing rapid accumulation and near-zero visibility.[134] Total snowfall may range from a few inches to several feet, with the most severe events depositing 12 inches or more within 24 to 48 hours. Local topography and microclimates across Morgan County can produce wide variations in snowfall depth and wind effects.

DURATION

Storm duration can vary from a few hours of intense snow to multiday events that cause cumulative impacts to infrastructure, transportation, and emergency response. Prolonged snowstorms often lead to secondary hazards such as flooding during rapid snowmelt or ice jams when temperatures rise.

ACCOMPANYING WEATHER CONDITIONS

Snowstorms are often accompanied by strong winds, cold temperatures, and occasionally freezing rain. High winds can create blowing and drifting snow, reducing visibility and making travel hazardous. Cold temperatures can increase health risks such as frostbite and hypothermia and cause roads and utilities to

[132] National Oceanic and Atmospheric Administration, "Severe Weather 101 – Winter Weather," n.d., https://www.nssl.noaa.gov/education/svrwx101/winter/types/#:~:text=Winter%20Storms,resulting%20in%20very%20low%20visibilities.
[133] National Weather Service, "Criteria for Winter Storm Watches/Warnings and Winter Weather Advisories," n.d., https://www.weather.gov/media/meg/WinterStormCriteriaMEG.pdf.
[134] The Weather Channel, "What is Heavy Snow?," 2025, https://weather.com/storms/winter/news/2025-01-14-winter-storm-heavy-snow-snowfall-rates.

freeze, complicating response and recovery. When mixed with freezing rain, snowstorms can produce ice accretion on trees, power lines, and roads, increasing the risk of power outages, structural damage, and accidents.

TYPES OF SNOWSTORMS

- **Blizzards:** Sustained winds of 35 mph or greater with falling or blowing snow that reduces visibility to less than ¼ mile for at least 3 hours.[135]
- **Blowing Snow:** Wind-driven snow that reduces visibility and creates snowdrifts, consisting of newly fallen or previously accumulated snow.
- **Snow Squalls:** Short-lived but intense snow bursts with strong, gusty winds that cause sudden whiteout conditions and dangerous road icing.
- **Snow Showers:** Periods of snow of variable intensity and duration, typically producing light to moderate accumulation.
- **Snow Flurries:** Light, intermittent snow with minimal or no accumulation.

Geographic Location

Snowstorms occur throughout Morgan County each winter, but their frequency, intensity, and impacts vary strongly with elevation and topography. The county lies within the Northern Utah mountain region, where Pacific storm systems and lake-effect bands from the Great Salt Lake combine to produce some of the highest snowfalls in the Intermountain West.

The Weber River Valley, which includes Morgan City and the main transportation corridor, Interstate 84 (I-84), generally receives 55–70 inches of snow per year[136], while surrounding benches and canyon slopes may accumulate much more. Elevations above 7,000 feet—such as Trappers Loop (SR-167), East Canyon, and the Wasatch Back ridge-tops—routinely experience deep snowpack, strong winds, and rapid drift formation. In contrast, the valley floor and lower elevations experience more moderate totals but remain highly vulnerable to travel disruptions, roadway icing, and infrastructure stress during intense events.

Prevailing weather patterns funnel moisture-laden air eastward from the Great Basin. When these systems encounter the Wasatch Range, orographic lift intensifies snowfall on the west- and south-facing slopes bordering Morgan County. The combination of steep terrain and narrow canyon corridors channels strong winds that frequently cause blowing and drifting snow, whiteout conditions, and temporary closures along I-84, SR-66, and SR-167.

Snow-storm exposure also extends to the county's utilities and built environment. Overhead power and communication lines in open valley areas and canyon approaches are prone to ice and snow loading,

[135] National Oceanic and Atmospheric Administration, "Severe Weather 101 – Winter Weather," n.d., https://www.nssl.noaa.gov/education/svrwx101/winter/types/#:~:text=Winter%20Storms,resulting%20in%20very%20low%20visibilities.
[136] National Weather Service, "NOWData," 2026, https://www.weather.gov/wrh/Climate?wfo=slc.

while older flat-roof structures in Morgan City and Morgan County unincorporated communities have shown sensitivity to snow-load accumulation. Rural roads and steep driveways in higher-elevation subdivisions often become isolated during multiday storms until plowing is complete, affecting emergency response access.

From a spatial-planning standpoint, the entire county is susceptible to snowstorm impacts, but risk gradients can be broadly summarized as follows:

- **High-Risk Zones:** Canyon mouths (Weber Canyon, East Canyon), upper benches, and mountain passes where heavy snowfall, drifting, and wind exposure coincide.
- **Moderate-Risk Zones:** Valley floors and populated areas such as Morgan City and Peterson, where travel and infrastructure effects are greatest though snowfall totals are lower.
- **Lower-Risk Zones:** Limited to small southern valley pockets with slightly milder temperatures, yet still subject to freezing rain and icy conditions during mixed-phase storms.

Magnitude and Severity

Snowstorms in Morgan County range from minor events producing a few inches of accumulation to severe, multiday storms that cause widespread disruption of transportation, utilities, and essential services. Magnitude is determined by the combination of snowfall rate and total accumulation, duration, wind intensity, temperature, and secondary hazards such as ice accretion and flash-freeze conditions. Collectively, these elements determine how the event is classified within the NWS WSSI, which Morgan County and regional partners use operationally to gauge impact levels and prioritize response.

QUANTITATIVE INDICATORS AND TYPICAL RANGES

NOAA/NCEI 1991–2020 station normals illustrate strong snowfall–elevation gradients across northern Utah that are representative of conditions influencing Morgan County[137]. For example, the Snydersville station (6,485 ft), located in the Wasatch Back region, records an average of 152.9 inches of snowfall annually (1991–2020), while lower-elevation stations in northern Utah record substantially lower annual snowfall totals[138]. These patterns reflect the pronounced influence of elevation and orographic enhancement affecting Morgan County's bench and canyon areas.

Localized lake-effect and orographic snow events can yield 6–12 inches of snowfall within 12 hours or less, particularly along transportation corridors such as Weber Canyon and Trappers Loop (SR-167), where

[137] National Oceanic and Atmospheric Administration (NOAA), National Centers for Environmental Information (NCEI), "Summary of Monthly Normals (1991–2020) – Station: SNYDERVILLE, UT US (USC00427942)", 1991–2020, https://www.ncei.noaa.gov/access/services/data/v1?dataset=normals-monthly-1991-2020&endDate=9996-12-31&format=pdf&startDate=0001-01-01&stations=USC00427942.

[138] National Centers for Environmental Information (NCEI), "Summary of Monthly Normals (1991–2020) – Station: BLACK ROCK, UT US (USC00420730)", 1991–2020, https://www.ncei.noaa.gov/access/services/data/v1?dataTypes=MLY-TMAX-NORMAL%2CMLY-TMIN-NORMAL%2CMLY-TAVG-NORMAL%2CMLY-PRCP-NORMAL%2CMLY-SNOW-NORMAL&dataset=normals-monthly-1991-2020&format=pdf&stations=USC00420730.

terrain-induced uplift is common.[139] Isolated, topographically enhanced convective snow bands may occasionally produce several inches of accumulation within a 24-hour period. During the 2023–2024 winter season, Morgan County experienced a notable multiday snowfall episode, with three-day accumulations exceeding 24 inches in upper bench and foothill areas, resulting in multiple Interstate-84 travel restrictions and brief, localized power outages.

Within the Winter Storm Severity Index (WSSI) framework, most winter storm events affecting Morgan County fall within the Minor to Moderate impact categories, typically producing short-duration travel disruptions, school delays, and temporary road controls. However, approximately two to four storms per winter reach Major impact levels, characterized by multiday snowfall accumulation, sustained winds exceeding 25 mph, and intermittent ice accretion on trees or utility infrastructure. On average, one Extreme-impact winter storm occurs every 5–7 years. For example, February 2023 featured a major regional winter storm sequence affecting northern Utah, producing substantial mountain snowfall, prolonged transportation disruptions, and elevated emergency response demands across the Wasatch Front and adjacent counties.

SNOW LOAD, ICE, AND STRUCTURAL STRESS

At low temperatures (≤25°F), snow water equivalent (SWE) values typically range from 0.10–0.20 inches per inch of snow, producing roof loads of 10–20 pounds per square foot (psf) in most events. During warmer storms with high moisture content, SWE can exceed 0.25 inches, doubling loads to 25–30 psf and increasing the risk of roof failure, particularly on older flat-roof commercial structures and metal outbuildings. Ice accretion of 0.25 inches or greater can damage trees and utility lines, compounding outages and emergency calls.

HUMAN, INFRASTRUCTURE, AND ECONOMIC CONSEQUENCES

Even moderate-magnitude snowstorms can have outsized human and economic effects because of the county's topography and transportation dependencies. Heavy snowfall and blowing snow on I-84 and SR-167 routinely trigger temporary closures and detours, affecting freight movement and commuter access between Morgan, Weber, and Davis counties. Power outages from snow or ice loads disrupt heating and communication, posing risks to medically dependent and elderly residents. Agricultural and commercial losses stem from delayed transport and structural damage to outbuildings or greenhouses. When snowmelt follows prolonged cold periods, flooding and ice jams can occur, particularly along the Weber River and East Canyon Creek.

From a public safety perspective, severity also reflects exposure duration. Prolonged storms with consecutive days of subfreezing temperatures elevate risks of vehicle accidents, hypothermia, and frostbite, while hampering emergency response due to blocked or narrowed roadways. The 2023 storms

[139] National Oceanic and Atmospheric Administration (NOAA), National Centers for Environmental Information (NCEI), "Storm Events Database", 2025 (database current through October 2025 as posted), https://www.ncei.noaa.gov/stormevents/.

demonstrated how multiday duration magnifies cascading impacts—delayed fuel deliveries, canceled school and work operations, and higher overtime and equipment costs for snow removal.
NWS's WSSI combines several measures of snow and ice impacts into a single score. This score helps to communicate when multiple winter storm factors combine to create a hazardous situation. See Table 39 for the descriptors of WSSI levels and

Table 40 for a description of the six components of WSSI.

Table 39: WSSI Descriptors and Severity Impacts[140]

WSSI Descriptor	General Description of Expected Storm Severity Impacts
None	No snow or ice forecast. No potential for ground blizzard conditions.
Limited	Small accumulations of snow or ice forecast. Minimal impacts, if any expected. In general, society goes about their normal routine.
Minor	Roughly equated to NWS Advisory Level criteria. Minor disruptions, primarily to those who were not prepared. None to minimal recovery time needed.
Moderate	Roughly equated to a NWS Warning Level criteria. Definite impacts to those with little preparation. Perhaps a day or two of recovery time for snow and/or ice accumulation events.
Major	Significant impacts, even with preparation. Typically several days of recovery time for snow and/or ice accumulation events.
Extreme	Historic, widespread severe impacts. Many days to a week of recovery needed for snow and/or ice accumulation events.

Table 40: WSSI Components[141]

Index Components	Description
Snow Load	Snow Load Index indicates potential infrastructure impacts (e.g., downed trees/power lines) due to the weight of the snow.
Snow Amount	Snow Amount Index indicates potential impacts due to the total amount of snow or the snow accumulation rate.
Ice Accumulation	Ice Accumulation indicates potential infrastructure impacts (e.g., downed trees/power lines, roads/bridges) due to combined effects and severity of ice and wind.

[140] National Weather Service, "Winter Storm Severity Index (WSSI) Website Tutorial," 2019, https://www.weather.gov/gjt/WSSI_Tutorial#:~:text=The%205%20levels%20are%20given,Moderate%2C%20Major%2C%20and%20Extreme.&text=Six%20components%20of%20the%20WSSI,impact%20from%20these%20individual%20components.
[141] National Weather Service, "Winter Storm Severity Index Website Tutorial," 2019, https://www.weather.gov/gjt/WSSI_Tutorial.

Index Components	Description
Blowing Snow	Blowing Snow Index indicates the potential disruption due to blowing and drifting snow.
Flash Freeze	Flash Freeze Index indicates the potential impacts of flash freezing (temperatures starting above freezing and quickly dropping below freezing) during or after precipitation events.
Ground Blizzard	Ground Blizzard indicates the potential travel-related impacts of strong winds interacting with preexisting snow cover.

Historical Occurrences

While Morgan County routinely experiences substantial snowfall each winter, the number of recorded injuries, fatalities, and significant property losses remains relatively low compared with the frequency of events. According to the National Centers for Environmental Information (NCEI) Storm Events Database, between January 2000 and June 2025, the county experienced 315 days of reported winter storm or heavy snow conditions, resulting in 11 injuries, no fatalities, and approximately $1.8 million in property damage with an additional $20,000 in crop losses (see Table 41). Averaged over the 25-year period, this equates to roughly $72,000 in property damage per year, underscoring that while snowstorms are frequent, most impacts are minor to moderate and highly localized.

Although overall losses are modest, certain recent events have demonstrated the county's exposure to more severe outcomes. In February–March 2023, successive snowstorms delivered between 6 and 7 feet of total accumulation across higher-elevation communities such as Mountain Green, Milton, and Peterson. On March 3–5, 2023, a particularly heavy, wet snow caused structural failures in three Mountain Green homes—two residential roofs partially collapsed under snow loads exceeding 30 pounds per square foot, while a third structure suffered complete roof failure that ruptured a natural gas line. Emergency responders contained the leak and prevented injury, but all three homes were rendered temporarily uninhabitable. County Public Works logged record high plowing hours and debris removal in March 2023, illustrating the cascading operational costs of prolonged storms.

Long-term data show that Morgan County's storm damages are typically tied to transportation disruption, power outages, and snow-load stress, rather than large-scale catastrophic losses. The I-84 corridor through Weber Canyon frequently experiences temporary closures due to drifting and whiteout conditions, and while these do not appear as property losses in federal databases, they represent recurring economic impacts through delayed freight and commuter movement. Power outage data from Rocky Mountain Power and the County's emergency management logs confirm several multi-hour outages each winter, most associated with heavy, wet snow, and tree limb breakage on distribution lines.

Morgan County has not been included in a federally declared disaster related to snow or winter weather to date. However, similar events in nearby jurisdictions underscore the regional significance of the hazard. For example, in 2017 (FEMA DR-4311-UT), Box Elder and Cache Counties—just north of Morgan—were declared disaster areas due to an unusual sequence of heavy snow and ice followed by rapid warming

that caused flooding and infrastructure damage. Given Morgan County's comparable topography and climate, a similar combination of deep snowpack and rapid melt could produce comparable cascading impacts locally.

Table 41: Summary of Snowstorm Events 2000–2025[142]

Type of Event	Injuries	Fatalities	Property Damage	Crop Damage	Number of Days
Winter Storm	2	0	$475,000	$20,000	142
Heavy Snow	9	0	$1,320,000	$0	173
Totals	**11**	**0**	**$1,795,000**	**$20,000**	**315**

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received any federal major disaster declarations related to snowstorms or winter weather since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically related to snowstorm impacts affecting Morgan County during this period. Although heavy snowfall events occur regularly, most impacts are managed through routine snow removal, transportation management, and emergency response operations rather than through state or federal disaster assistance programs.

Probability and Effects of Future Conditions

Based on historical climate records and the regular occurrence of winter storm conditions in northern Utah, the probability of snowstorms affecting Morgan County within the next five years is considered Highly Likely. Snowstorms occur every winter in Morgan County, although most events produce limited damage and are managed through routine winter maintenance and emergency response activities. However, larger storms capable of producing significant snowfall accumulation, transportation disruptions, and structural snow-load impacts typically occur every several years.

INFLUENCES ON FUTURE PROBABILITY

- **Climate Variability:** Climate change is leading to more variability in the snow fall in Morgan County. Winter temperatures are becoming warmer, on average, but severe snowstorms may become more intense and less frequent. This could lead to increased damages during snowstorms but longer periods between when those storms occur.

[142] National Centers for Environmental Information, "Storm Events Database," 2025, https://www.ncei.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Winter+Storm&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2000&endDate_mm=05&endDate_dd=31&endDate_yyyy=2025&county=MORGAN%3A29&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=49%2CUTAH.

- **Increased Development in Morgan County:** Morgan County has experienced dramatic population growth over the past 15 years. The population has grown from around 9,500 in 2010 to approximately 13,000 in 2024, a 36% increase. This population growth corresponds with a growth in development to accommodate new residents with goods, services, and homes. Because of this trend, which will likely continue in the short term, more people, structures, and infrastructure are exposed to severe snowstorms in Morgan County and the jurisdictions within it.
- **Adoption of Enhanced Building Codes:** As new buildings have been constructed in recent years they have adhered to higher building codes adopted by Morgan County and Morgan City. These codes make it less likely that buildings will collapse from the weight of snow during snowstorms. This is also true for other infrastructure, like electrical lines and road construction, which continues to improve over time.
- **Improved Technology:** As building materials and construction techniques continue to improve the risk of damage from snowstorms lowers. As older building get phased out with newer construction the remaining building stock in the county will be more prepared to withstand the pressures of severe snowstorms. This also is true for other infrastructure like roads, telecommunication infrastructure, and utility lines that will be periodically upgrades over the years.

Wildfire

Hazard Definition

A wildfire is an unplanned, unwanted fire burning in vegetated areas such as forests, shrublands, grasslands, or mixed wildland–urban interface (WUI) environments. Wildfire behavior is driven by fuel, weather, and topography—all of which vary significantly across Morgan County. The County contains both wildland areas (with little development) and extensive WUI zones (where homes and infrastructure intermingle with wildland fuels).

In Utah, approximately 65% of wildfires are lightning-caused, while 35% are human-caused, often by debris burning, equipment use, recreation, or vehicle-related ignitions. Wildfire impacts go beyond immediate flame contact. Fires remove vegetation, generate hydrophobic soils, increase erosion, degrade water quality, and elevate risks of post-fire flooding, debris flows, and landslides—all of which affect Morgan County's watersheds and steep canyon systems (see Figure 63).

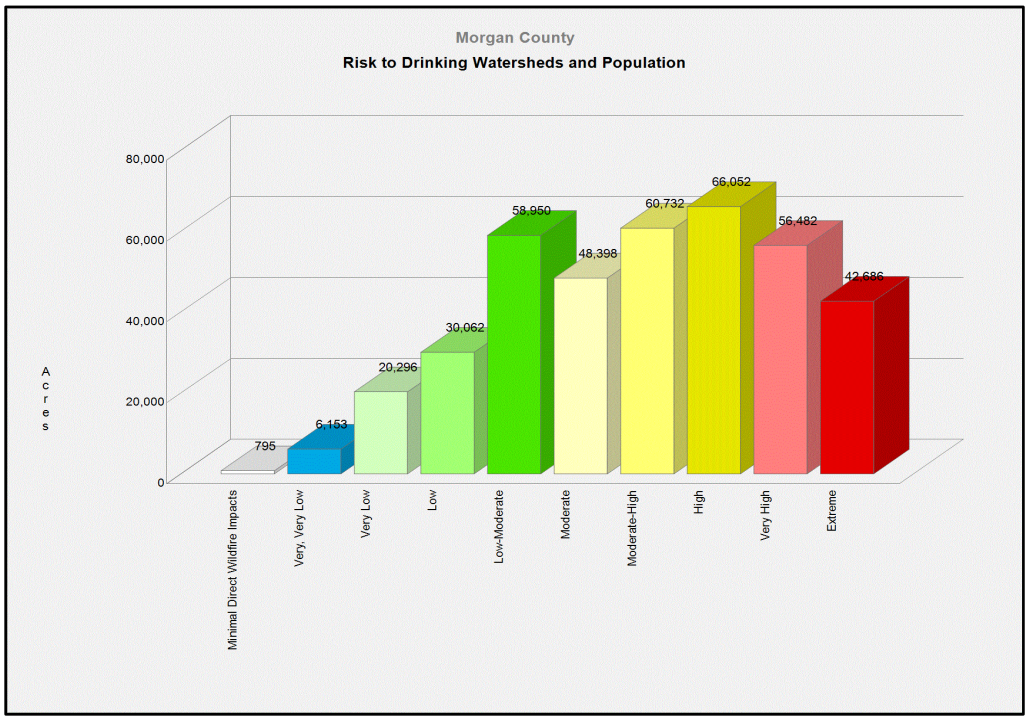


Figure 63: Drinking Water Watershed Risk and Population Exposure, Morgan County[143]

Due to increasing residential development in foothills and canyon areas—particularly near Mountain Green, Peterson, Milton, Richville, Littleton, and Porterville—Morgan County has significant exposure to direct wildfire impacts and secondary hazards that follow. The County relies on wildfire response

[143] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.

coordination through Morgan County Fire and Emergency Management Services (EMS), Utah Division of Forestry, Fire & State Lands (FFSL), and federal fire partners.

Table 42 illustrates the Wildfire Suppression Difficulty Index (SDI), which quantifies terrain, fuel, access, and expected fire behavior, and demonstrates that more than 80% of Morgan County falls into Moderate- to Very High–suppression difficulty.[144]

Table 42: Suppression Difficulty Index for Morgan County[145]

Suppression Difficulty Index Category		Acres	Percent
	Little to No Difficulty	13,211	3%
	Very Low Difficulty	6,303	2%
	Low Difficulty	25,232	6%
	Moderate Difficulty	94,779	24%
	High Difficulty	133,181	34%
	Very High Difficulty	116,712	30%
	Extreme Difficulty	1,189	0%
Total		**390,606**	**100%**

The following three conditions or factors affect fire behavior:

- **Topography:** Topography includes factors such as slope, aspect, and elevation. Fires spread faster upslope because fuels are closer to flames. Aspect also influences fuel moisture content. Fuels tend to be drier on south- and west-facing slopes. Higher elevations are related to cooler temperatures and higher relative humidity, as well as changes in vegetative fuel types
- **Vegetation:** The type of vegetation present has a major effect on how quickly a fire will spread. For example, light grasses burn rapidly, whereas heavy, dense fuels like Douglas Fir burn slowly but with greater intensity. Different fuels burn at different rates of spread and intensity, and resist control to different degrees.
- **Size, Continuity, and Compactness:** These factors also affect the fuel's rate of spread. Large fuels do not burn as readily as small fuels and take more heat to ignite. Small fuels ignite more easily, and fire will spread more rapidly through them. Continuity describes how a fuel is arranged horizontally. Fuels that are broken up in patches burn unevenly and more slowly than uniform fuels. Compactness is how fuel is arranged vertically. Compact fuels burn more slowly than tall, deep fuels that have more oxygen available.

[144] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.
[145] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.

- **Weather:** Weather (temperature, humidity, precipitation, and wind) affects the ease with which a fuel ignites, the intensity at which it burns, and how easy it may be to control. High temperatures heat fuels and reduce water content, which increases flammability. A decrease in relative humidity causes a proportionate decrease in fuel moisture, promoting easier ignition and more intense burning. Wind carries the heat from a fire into unburned fuels, drying them out and causing them to ignite more easily. Wind may also blow burning embers into unburned areas.

Geographic Location

Wildfire exposure in Morgan County is shaped by its steep topography, variable vegetation, and the concentration of new development along the east-facing Wasatch slopes and canyon mouths (see Figure 64). The western half of the County consists of heavily forested Wasatch Range foothills that create continuous, high-load fuel beds adjacent to residential communities. This zone—including Mountain Green, Peterson, Milton, Richville, and Porterville—represents the County's highest potential for fast-moving, high-intensity wildfires.

The Weber Canyon corridor contains dense conifer and mixed-vegetation fuels on steep slopes, with critical transportation and power infrastructure located immediately downslope. These north-facing slopes can support severe fire behavior when dry and may expose I-84, railroad facilities, and power transmission systems to elevated risk. The northeastern portion of Morgan County is characterized by drier grasslands and mixed shrublands, which generally support lower-intensity fires but are capable of rapid spread under red flag conditions. Infrastructure located in the WUI in these areas remains vulnerable, especially during periods of drought.

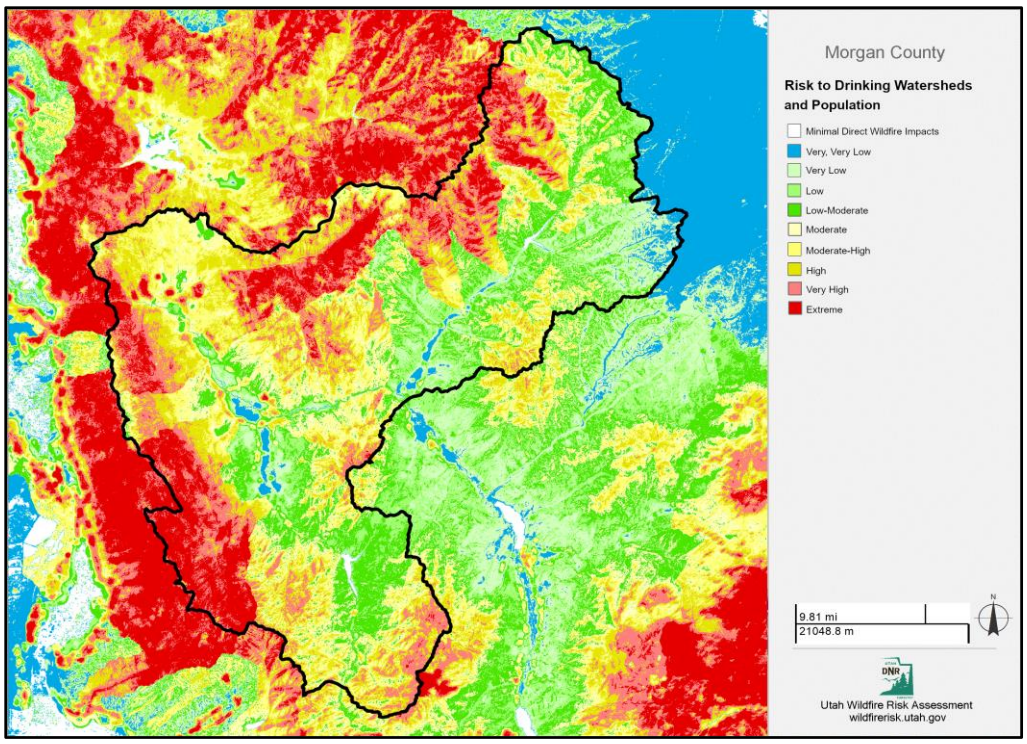


Figure 64: Spatial Distribution of Drinking Water Watershed Risk and Population Exposure, Morgan County[146]

In addition, the Wildfire Hazard Potential (WHP) dataset represents an index that quantifies the relative potential for wildfire that may be difficult to control. WHP can be used as a measure to help prioritize where fuel treatments may be needed. Figure 65 shows the distribution of low- to high-wildfire potential in Morgan County.

[146] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.

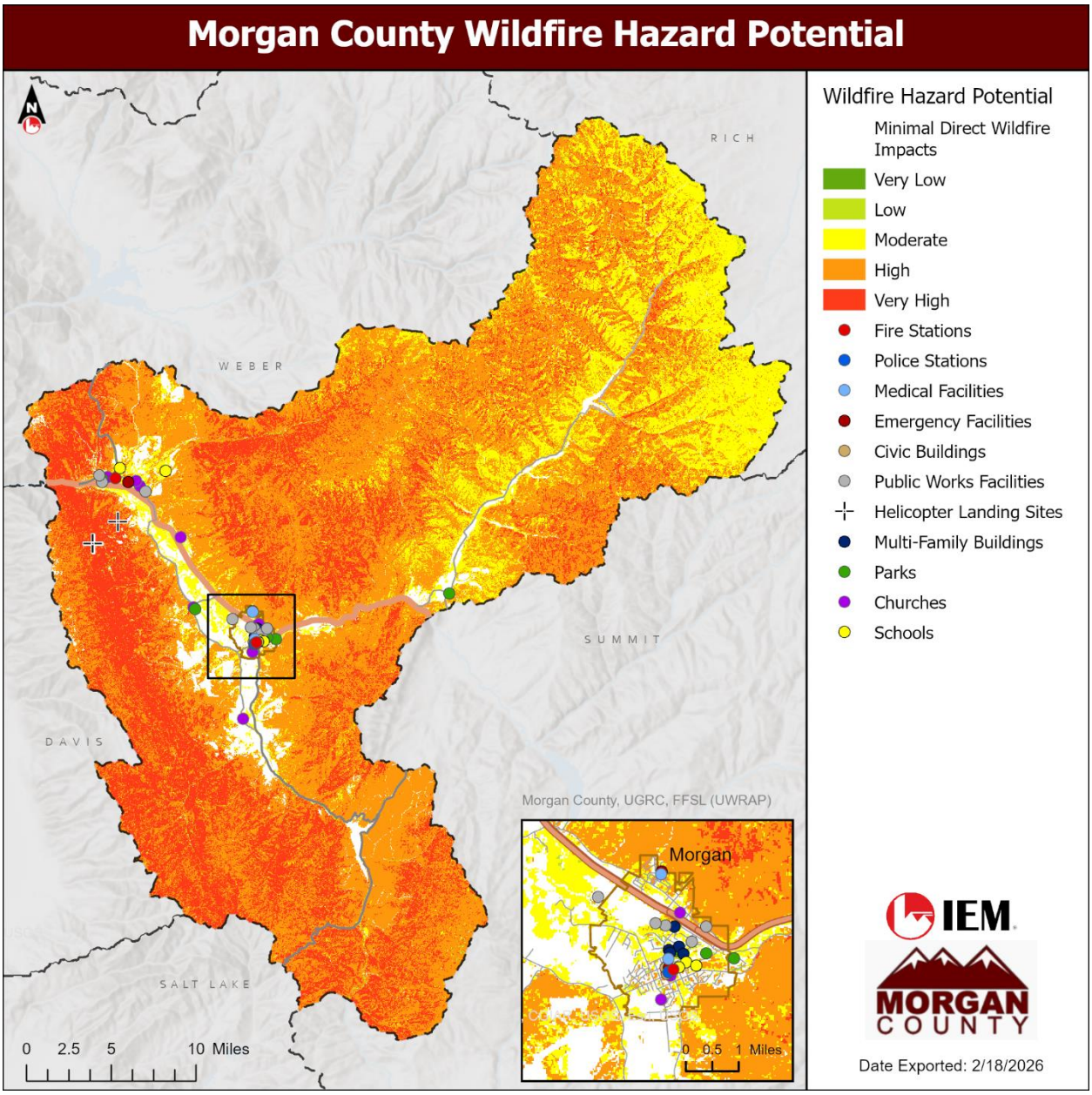


Figure 65: Wildfire Hazard Potential

Table 43 shows the wildfire hazard potential categories used to determine the scale of wildfire for Morgan County, including minimal direct wildfire impacts (Very Low, Low, Moderate, High, and Very High), the number of acres exposed, and the percentage of exposure based on level of impact.[147]

[147] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.

Table 43: Morgan County Wildfire Hazard Potential Dataset[148]

Wildfire Hazard Potential Category		Acres	Percent
	Minimal Direct Wildfire Impacts	19,893	5%
	Very Low	40	0%
	Low	2,153	1%
	Moderate	66,607	17%
	High	199,578	51%
	Very High	102,336	26%
Total		**390,607**	**100%**

WHP data indicate that over 75% of Morgan County is rated Moderate, High, or Very High for direct wildfire impacts, underscoring the broad geographic footprint of the hazard.

Magnitude and Severity

Morgan County uses the Utah Fire Danger Rating System (Low, Moderate, High, Very High, and Extreme) to characterize the severity of wildfire hazard:[149]

- **Low:** Grasses and brush do not ignite readily from small firebrands. Dead and down timber fires spread slowly on the ground with little danger of spotting.
- **Moderate:** Fires in open cured grasslands will burn briskly and spread rapidly on windy days. Timber fires spread slowly to moderately fast.
- **High:** Fires can easily start from most causes. Unattended brush and campfires are likely to escape, with fire spreading rapidly, and short-distance spotting is common.
- **Very High:** Fires start easily from all causes and, immediately after ignition, spread rapidly, and increase quickly in intensity. Spot fires starting new fires are a constant danger.
- **Extreme:** All fires are potentially serious because fires start quickly, spread furiously, and burn intensely. It is often too dangerous for firefighters to engage in direct attack suppression tactics.

The most damaging fires in the County occur under High, Very High, or Extreme conditions, when wind, low humidity, and dry fuels align. Under these conditions, even small ignitions can grow rapidly, generate long-range spotting, and challenge initial attack resources.

[148] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.
[149] Utah Department of Natural Resources, "Fire Danger," 2025, https://utah-fire-info-utahdnr.hub.arcgis.com/pages/fire-danger.

Fires in Morgan County range from grass and brush fires (rapid spread, low-to-moderate intensity) to high-intensity crown fires in densely forested Wasatch slopes. Large wildfires can threaten homes and critical facilities, damage power and transportation corridors, and initiate hazardous post-fire flooding and debris flows—particularly in steep canyons above Mountain Green, Peterson, Morgan City, and Milton.

The County's wildfire danger is amplified by the following:

- **High suppression difficulty** across most terrain (Table 42 shows 64% of County acreage rated High to Very High SDI)
- **Steep slopes**, which accelerate fire spread upslope
- **Dense forest and mixed shrub fuels** with high potential for crown fire
- **Limited evacuation routes** in some foothill subdivisions
- **Wind events**, including canyon downslope winds that can rapidly shift fire direction

The Utah Department of Air Quality provides daily air quality forecasts for various reporting areas across the state. The Ogden reporting area is designed to report air quality for Morgan County. Primary pollutants are measured as particulate matter (PM), a complex mixture of solid and liquid particles that vary in size and composition and remain suspended in the air.[150]

Overall severity is best described as Moderate to Severe at the County scale, with potential for Extreme severity during periods of extreme drought, low snowpack, or prolonged heat.

Historical Occurrences

Morgan County did not receive a wildfire-related Federal Emergency Management Agency or State disaster declaration or Fire Management Assistance Grant between 2000 and 2025. However, multiple wildfires have occurred in and around the County that highlight exposure to both direct flame threat and post-fire runoff hazards.

The National Oceanic and Atmospheric Administration/National Centers for Environmental Information records list one directly recorded wildfire event for Morgan County between 2000 and 2025, though additional local and state sources document other significant fires. Underreporting is common for smaller fires extinguished during initial attack.

- **Rockport Fire – August 18, 2013:** This lightning-caused fire near Wanship/Rockport State Park (adjacent to Morgan County) burned 1,920 acres, destroyed eight homes and 20 outbuildings, and damaged culverts and power infrastructure. Estimated residential losses totaled $550,000.

[150] United States Environmental Protection Agency, "Guidelines for Developing an Air Quality (Ozone and PM 2.5) Forecasting Program," 2003, https://www.airnow.gov/publications/weathercasters/guidelines-developing-air-quality-forecasting-program/.

- **East Canyon Fire – June 8, 2021:** This fire burned 832 acres on Utah Department of Wildlife Resources lands near East Canyon Reservoir south of Morgan City. It demonstrated high spread potential in mixed grass and timber fuels near canyon recreation areas.
- **2025 Statewide Emergency – Executive Order 2025-08:** Extreme drought, record-low snowpack, and early melt led to widespread fire activity statewide, with Utah recording 693 fires and nearly 114,000 acres burned by July 31, 2025. Morgan County was subject to statewide Red Flag Warnings (22 days year to date through July 31, 2025) and participated in regional resource mobilization due to elevated local fire danger.

Although Morgan County has not experienced a large-scale catastrophic wildfire in recent decades, proximity to large fires in neighboring Wasatch and Summit Counties demonstrates that regional fire behavior and suppression resource availability strongly affect local risk.

Historic fire perimeters provided by Utah FFSL and shown in Figure 66 indicate areas where wildfires since 1999 have burned at least 10 acres.

STATE AND FEDERAL DISASTER DECLARATIONS

A review of the FEMA Disaster Declarations Database indicates that Morgan County has not received any federal major disaster declarations or Fire Management Assistance Grants (FMAG) specifically related to wildfire since the previous Morgan County Hazard Mitigation Plan update. Similarly, the State of Utah has not issued a state disaster declaration specifically for wildfire impacts affecting Morgan County during this period. However, wildfire activity across Utah has periodically resulted in statewide emergency actions. For example, Utah Executive Order 2025-08 declared a statewide emergency related to extreme wildfire conditions, including drought, low snowpack, and elevated fire danger across multiple counties. Although Morgan County was included in statewide fire-weather warnings and preparedness actions associated with this declaration, no county-specific disaster declaration was issued.

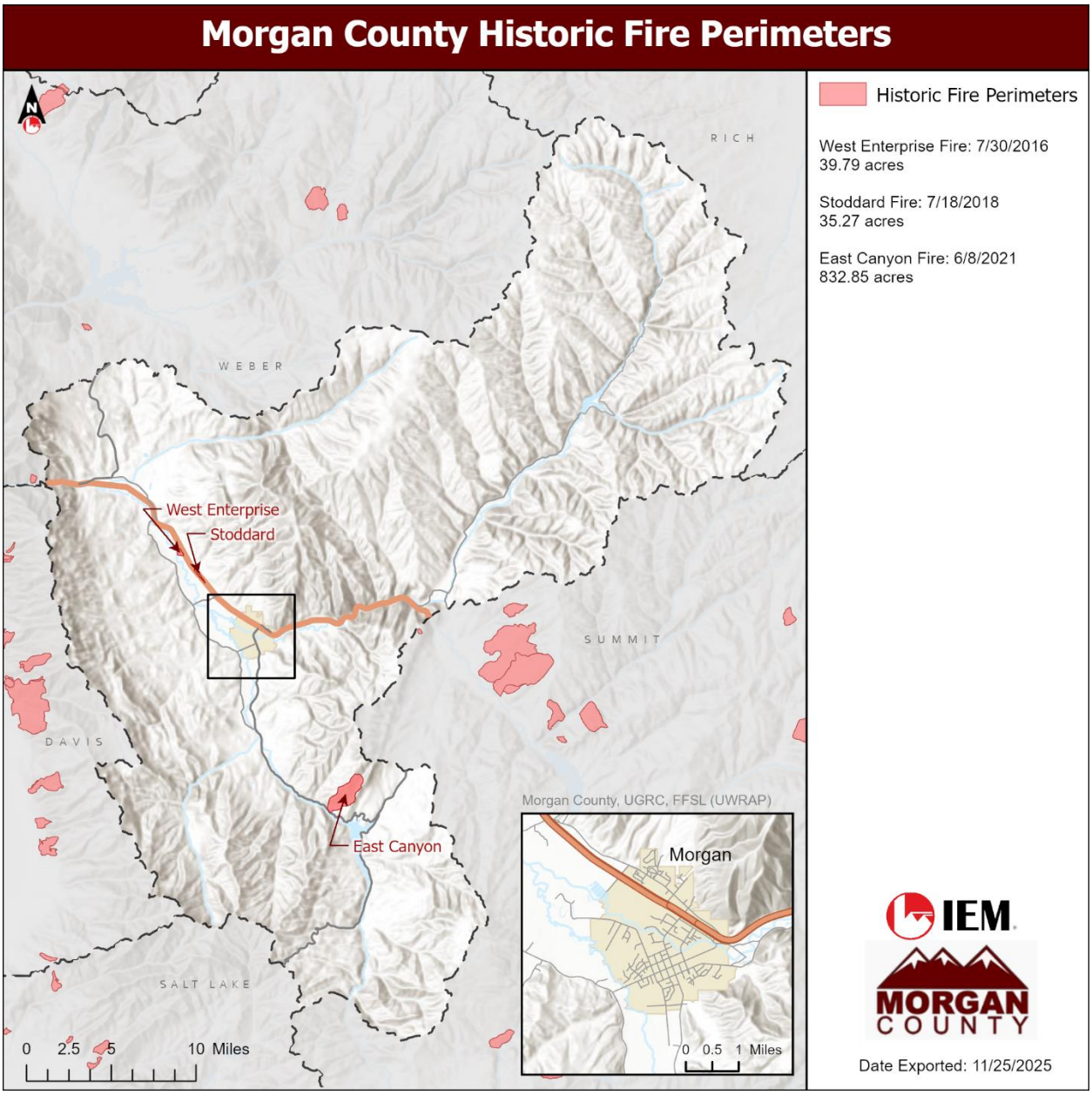


Figure 66: Historic Fire Perimeters, Morgan County

Probability and Effects of Future Conditions

Based on historical wildfire activity, burn-probability modeling, and the widespread presence of wildland fuels across Morgan County, the probability of wildfire affecting the County within the next five years is considered Highly Likely. Wildfire ignitions occur in or near Morgan County every year, although most fires are contained during initial attack and remain small. However, under periods of drought, low snowpack, high temperatures, and strong wind conditions, individual fires have the potential to grow rapidly and threaten communities in the wildland–urban interface.

Wildfire probability is expected to increase due to the following:

- **Warming Temperatures:** Utah has already warmed more than 2.5°F since the early 20th century[151], and projections from the Utah Climate Center and the Fifth National Climate Assessment indicate continued warming across all seasons[152]. Higher temperatures increase evapotranspiration, dry vegetation earlier in the year, and extend the number of "critical fire weather days" with very low fuel moisture. Warmer nights also limit overnight fuel recovery, allowing fires to burn more intensely and spread more quickly.
- **Decreasing Snowpack and Earlier Snowmelt:** Snowpack accumulation in northern Utah has become more variable, and spring melt is occurring several weeks earlier than historical averages. Earlier melt exposes soils and vegetation sooner, lengthens the shoulder season (March–June), and reduces water availability later in summer—collectively creating longer windows for high-intensity fire behavior. Low snowpack years (e.g., 2025, with snow water equivalents falling below 50% of normal) are strongly correlated with above-average fire activity.
- **Increased Drought Frequency and Severity:** More frequent and prolonged droughts stress vegetation and increase both live fuel moisture loss and accumulation of dead fuels, which burn hotter and faster. Extended drought also impairs forest resilience, making trees more susceptible to pests and diseases and increasing the chance that even small ignitions will exhibit extreme fire behavior under hot, windy conditions.
- **Greater Wind Exposure:** Morgan County regularly experiences strong wind events, including downslope and canyon winds that significantly accelerate fire spread. High winds increase flame lengths, drive rapid upslope fire runs, transport burning embers long distances (spotting), and complicate suppression efforts. Wind-driven fire behavior—especially in Weber Canyon and foothill areas—represents one of the most dangerous wildfire scenarios for the County.
- **Invasive Species and Forest Stress:** Hotter and drier conditions have promoted the spread of invasive grasses (especially cheatgrass), which cure earlier in the season and create highly flammable, continuous fine fuels that enable fast-moving fires. Likewise, warming temperatures allow bark beetles and other forest pests to survive through winter and expand into higher elevations. Beetle-killed forests add large amounts of dead fuel, increasing the likelihood of high-intensity, fast-spreading fires and reducing the capacity of forests to naturally recover.
- **Continued Development in the WUI:** Ongoing growth in foothill and canyon communities increases ignition potential and places more structures, businesses, and infrastructure in the WUI. More homes near flammable vegetation raise the likelihood that human-caused ignitions will occur, and increase the total damage from any given wildfire. Development patterns that expand into steep, vegetated slopes or areas with limited evacuation access amplify future risk.
- **Post-Fire Flooding and Debris Flows:** As wildfire activity increases, so does the probability of severe post-fire flooding, debris flows, and sediment transport, particularly in steep drainages such as East

[151] Natural History Museum of Utah, "Understanding Climate Change in Utah," 2026, https://nhmu.utah.edu/climate-of-hope/climate-change-utah.
[152] U.S. Global Change Research Program, "Fifth National Climate Assessment: Chapter 2 Future Trends," 2023, https://toolkit.climate.gov/sites/default/files/2025-07/NCA5_Ch2_Climate-Trends.pdf.

Canyon, Hardscrabble, Dry Hollow, and Lost Canyon. Burned soils can become hydrophobic, reducing infiltration and dramatically increasing runoff rates during even moderate storms. Post-fire events often cause more harm to infrastructure than the fire itself, affecting roads, culverts, water quality, and downstream communities.

- **Hotter, Drier Conditions Increasing Fire Intensity and Altering:** Rising temperatures and more frequent drought have already increased the intensity and destructiveness of wildfires across the western United States, including in Utah. While fire is a natural ecological process and forest management policies increasingly emphasize the value of restoring natural fire cycles, these benefits are complicated by climate-driven changes in fuel conditions. Hotter, drier weather accelerates drying of brush, grasses, and forest fuels, making landscapes more prone to ignition and rapid spread. Warmer winters also enable bark beetle outbreaks, which have killed thousands of square miles of trees across the interior West; these dead trees significantly increase fuel loads and contribute to faster-moving, higher-intensity fires under modern climate conditions.

Figure 67 shows the annual wildfire burn probability (in acres) for Morgan County.[153] Figure 68 shows the geographic distribution of burn probability.

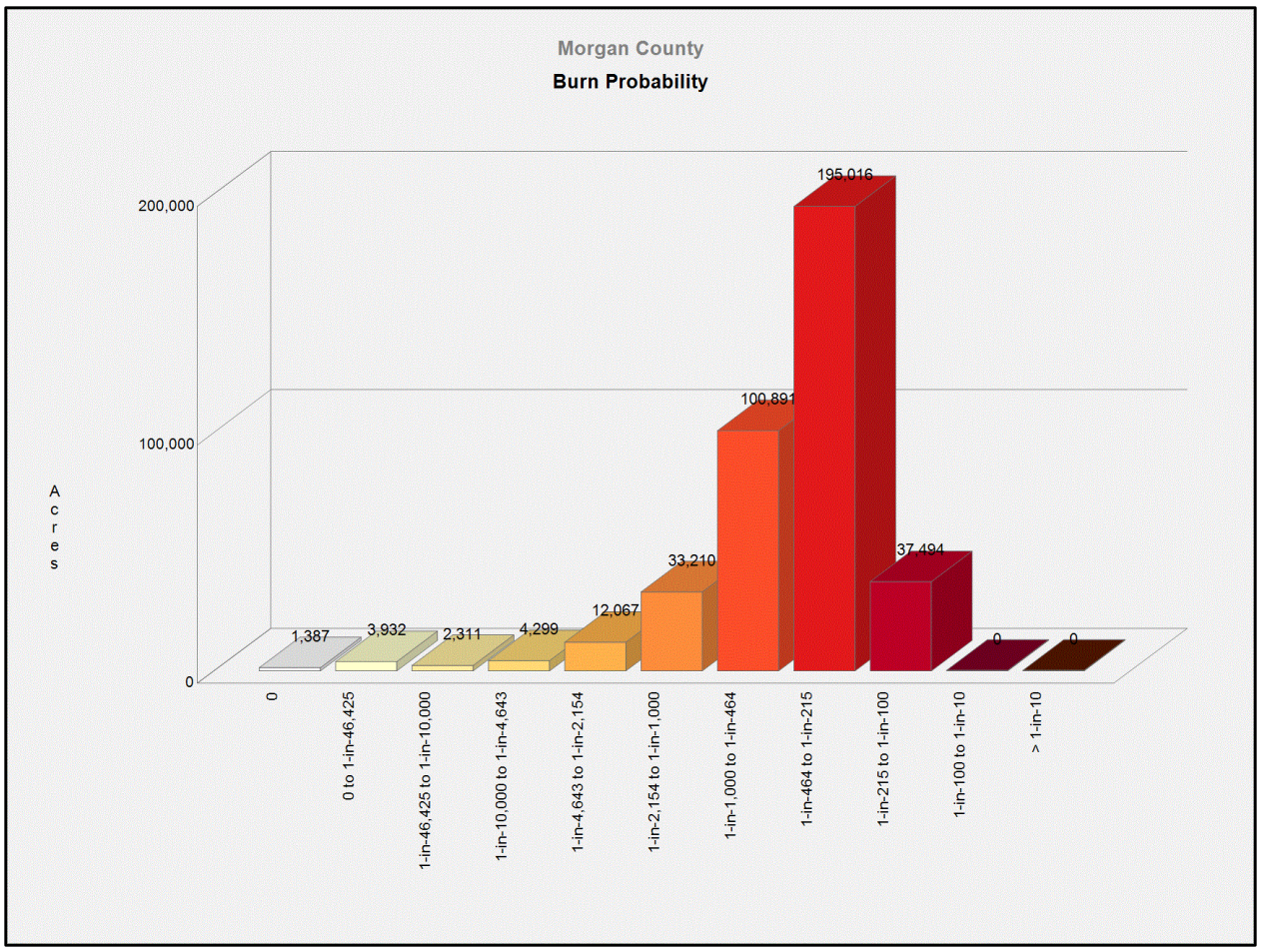


Figure 67: Burn Probability in Acres, Morgan County [154]

[153] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.
[154] Utah Division of Forestry, Fire & State Lands, "Utah Area of Interest Summary Report [computer application]," 2025, retrieved from https://wildfirerisk.utah.gov.

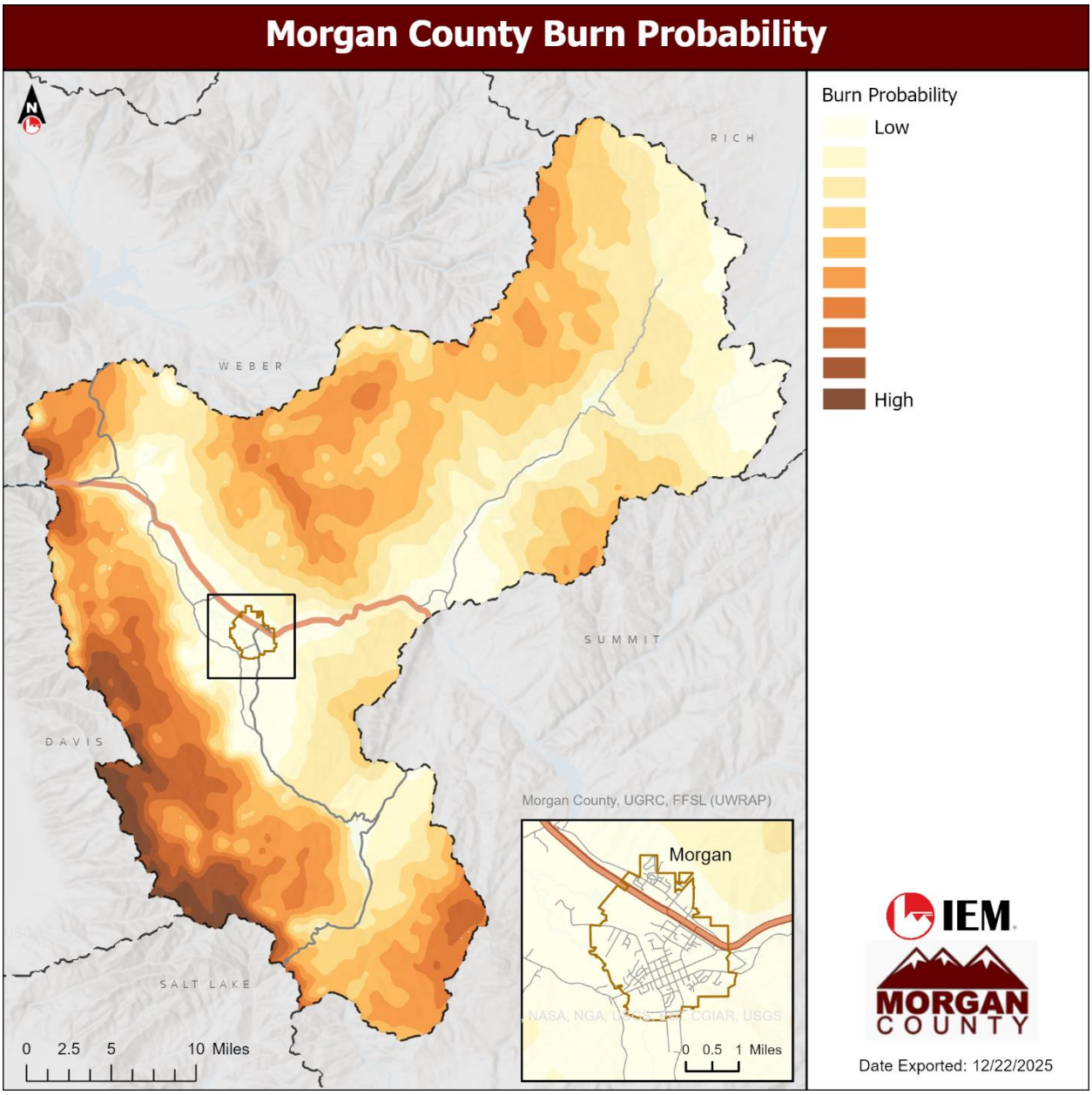


Figure 68: Burn Probability, Morgan County

Figure 69 shows that the wildfire risk level for Morgan County is **very high**, with a likelihood greater than 91% nationally. Wildfire likelihood is the probability of wildfire burning in any given year.[155]

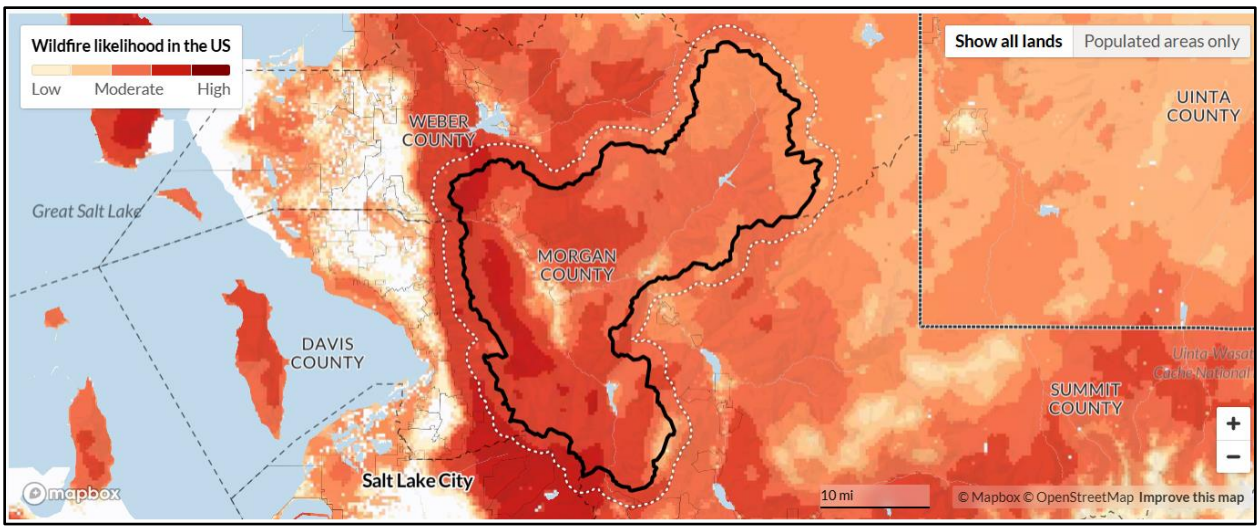


Figure 69: Wildfire Likelihood, Morgan County[156]

[155] U.S. Department of Agriculture, U.S. Forest Service, Wildfire Risk.org, "Wildfire Likelihood for Morgan County," 2025, https://apps.wildfirerisk.org/explore/overview/49/49029/.
[156] U.S. Department of Agriculture, U.S. Forest Service, Wildfire Risk.org, "Wildfire Likelihood for Morgan County," 2025, https://apps.wildfirerisk.org/explore/overview/49/49029/.

Figure 70 shows the probability of extreme fire behavior, based on models of probability of flame-length probabilities exceeding 11 feet. High probability of extreme fire behavior is prominent in the higher elevations of Morgan County.

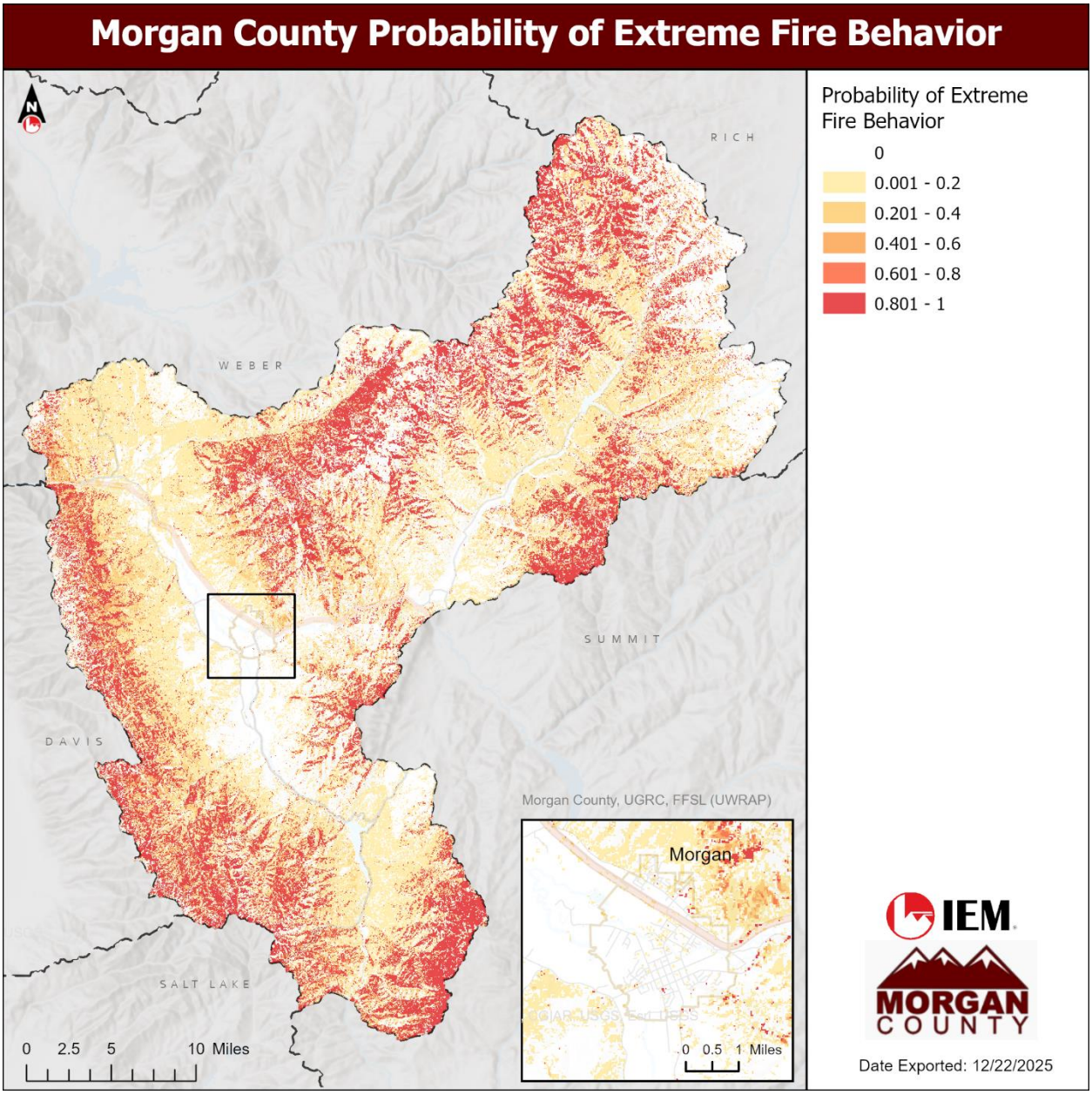


Figure 70: Probability of Extreme Fire Behavior, Morgan County

Figure 71 shows Risk Reduction Zones, where mitigation activities (fuel treatments, home hardening, and defensible space) will be most effective. Morgan County's structures are predominantly in the Direct Exposure Zone, meaning wildfire can directly contact buildings without intervening fuels being modified.

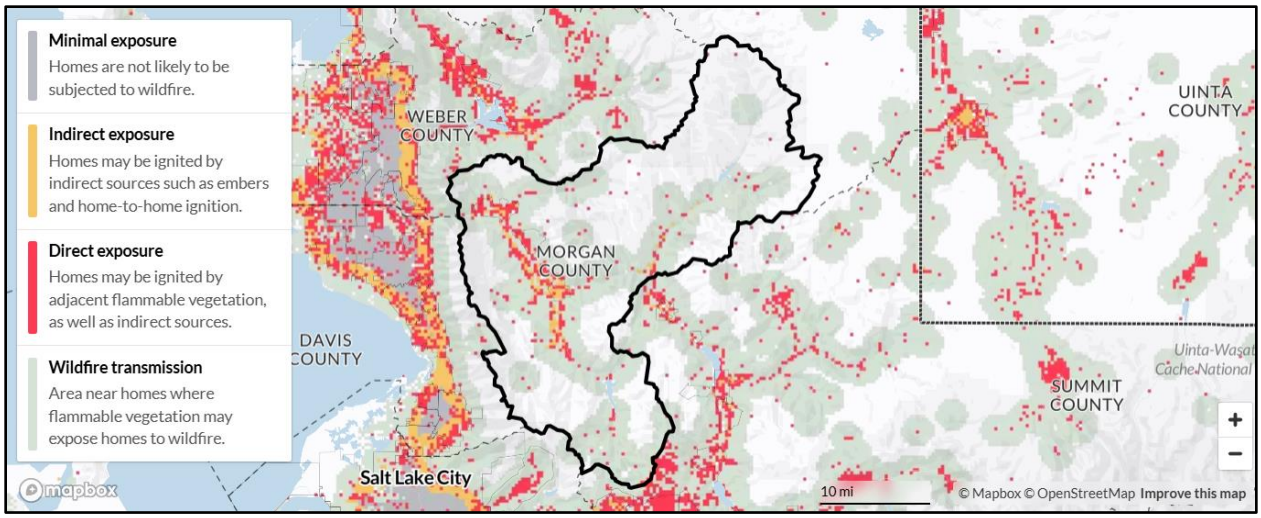


Figure 71: Risk Reduction Zones, Morgan County[157]

Utah FFSL released updates to the Wildfire Risk Assessment Portal in December 2025. This included the Smoothed Structure Exposure Score map, which considers both wildfire likelihood and consequence of wildfire to homes. This score is then used to identify areas with an exposure score of 7 or greater and a minimum of two structures located within a 250-meter radius to generate the High-Risk WUI dataset. This dataset is created specifically to identify and prioritize structures most susceptible to wildfire impacts, guide critical risk assessment, and facilitate compliance with Utah law.[158] Figure 72 shows the structure exposure scores and the high-risk WUI properties in Morgan County.

[157] U.S. Department of Agriculture, U.S. Forest Service, Wildfire Risk.org, "Risk Reduction Zones for Morgan County," 2025, https://apps.wildfirerisk.org/explore/overview/49/49029/.
[158] Utah Division of Forestry, Fire & State Lands, "Utah Wildfire Risk Assessment and High Risk WUI, UWRAP 2025," https://storymaps.arcgis.com/stories/e4e4d803d9f1437c97883ce1b93abc1b.

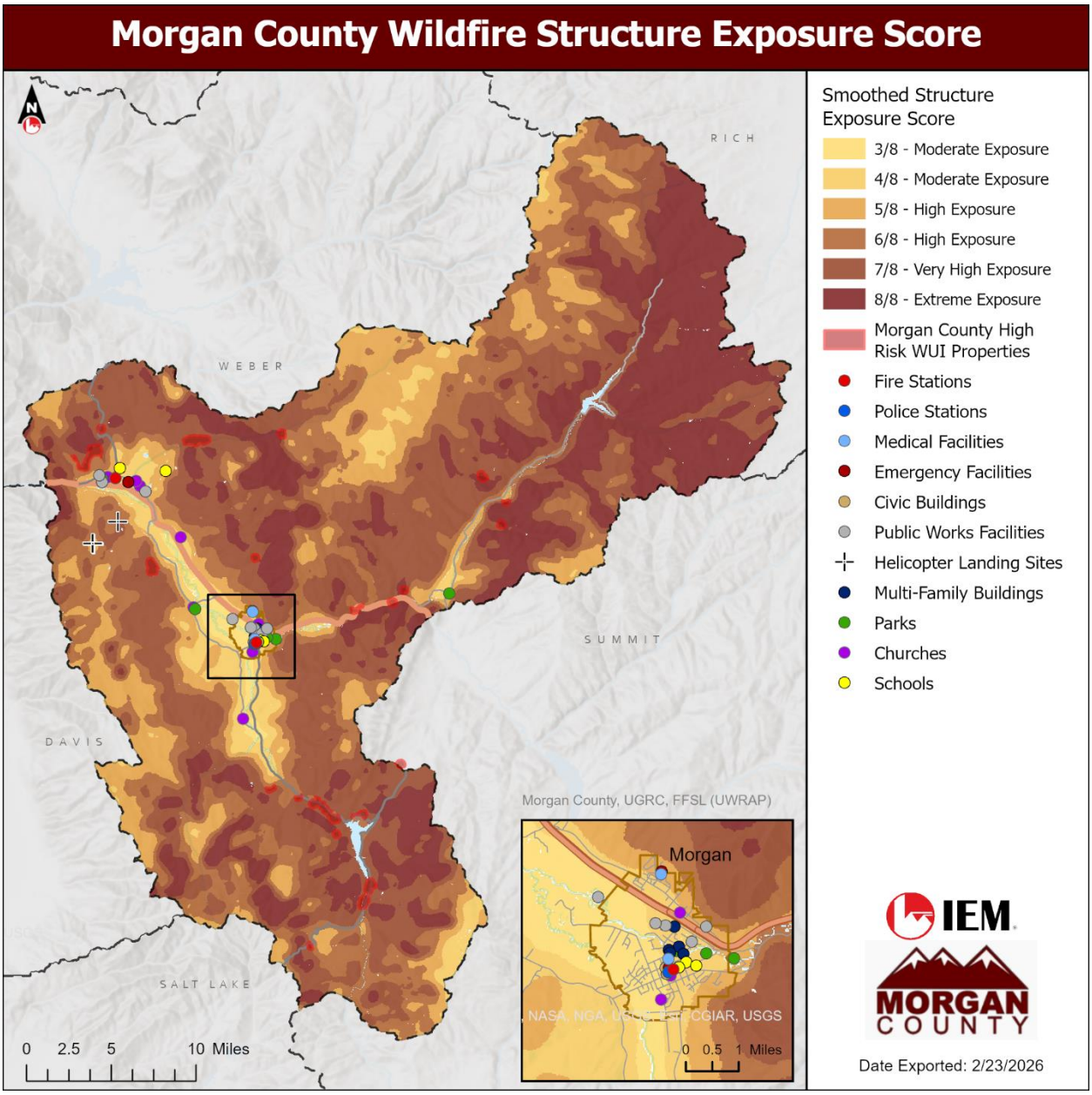


Figure 72: Wildfire Structure Exposure and High-Risk Wildland–Urban Interface, Morgan County

Overall, Morgan County's probability of future wildfire impacts is assessed as High, with increasing severity in years dominated by drought, early melt, and wind-driven fire conditions.

Section 4: Mitigation Strategy

Introduction

The mitigation strategy establishes the framework through which the plan participants identify, prioritize, and implement actions to reduce long-term risk from natural and human-caused hazards. This strategy translates the findings of the Risk Assessment and Capability Assessment into a coordinated set of mitigation actions that are realistic, actionable, and aligned with local priorities, available resources, and Federal Emergency Management Agency (FEMA) requirements.

The 2026 mitigation strategy builds upon the foundation established in the 2021 Morgan County Pre-Disaster Mitigation Plan. It reflects both carried-forward actions that remain relevant and effective and new mitigation actions developed in response to emerging risks, updated data, and changes in development patterns, infrastructure, and community needs.

Consistent with FEMA's *Local Mitigation Planning Handbook*, the mitigation strategy emphasizes the following:

- Risk-informed decision-making, grounded in hazard probability, exposure, and vulnerability
- Avoidance of future risk, particularly through land-use planning, development standards, and protection of natural mitigation features
- Protection of life safety, critical facilities, and essential services
- Integration of mitigation into other plans and programs, including capital improvement planning, land-use policies, emergency operations, and sector-specific plans

Mitigation actions are designed to address the full range of hazards identified in this plan. Each action identifies the hazard addressed, the vulnerability reduced, responsible agencies, potential funding sources, implementation time frames, and priority, providing a clear roadmap for implementation and monitoring over the five-year planning horizon.

Vision, Goals, and Objectives

Vision

The vision for hazard mitigation in Morgan County, as established in the 2021 Morgan County Pre-Disaster Mitigation Plan, is carried forward unchanged into this update:

> *Morgan County and its participating jurisdictions will proactively reduce the risk to life, property, infrastructure, and natural resources from natural and human-caused hazards through informed*

planning, sound policy, strategic investment, and coordinated action, while preserving the community's rural character, economic vitality, and quality of life.

This vision continues to reflect the community's long-term commitment to resilience, recognizing that hazard mitigation is an ongoing process that must adapt to changing conditions.

Goals

The mitigation goals established in the 2021 plan are retained in this update, as they remain relevant and consistent with current hazard conditions, community values, and FEMA mitigation planning guidance. These goals provide continuity between planning cycles and ensure that previously identified priorities continue to guide mitigation investment and decision-making.

Short-Term Goals

1. Protect human life before, during, and after the occurrence of a natural hazard;
2. Prevent loss of life and reduce the impact of damage where they cannot be eliminated;
3. Protect emergency response capabilities;
4. Improve communication and warning systems;
5. Improve emergency medical services and facilities;
6. Improve mobile resources;
7. Protect critical facilities and infrastructure;
8. Maintain government continuity during natural hazards;
9. Protect homes, businesses, property, industry, and educational facilities by combining hazard loss reduction with the community's social, economic, and environmental needs;
10. Protect natural resources and the environment when determining mitigation measures;
11. Promote public awareness through education of community hazards and mitigation measures; and
12. Preserve and/or restore natural features that provide mitigation, such as floodplains, riparian areas, and other open spaces.

Long-Term Goals

1. Eliminate or reduce the long-term risk to current and future human life and property from identified natural and technologic hazards;
2. Aid in both the private and public sectors in understanding the risks they may be exposed to and finding mitigation strategies to reduce those risks;
3. Avoid risk of exposure to identified hazards;
4. Minimization of the impacts of damage as a result of identified hazards;

5. Accomplish mitigation strategies in such a way that negative environmental impacts are minimized;
6. Provide a basis for funding of projects outlined as hazard mitigation strategies;
7. Establish a regional platform to enable the community to take advantage of shared goals, resources, and the availability of outside resources; and
8. Establish a framework and database for the county seat to use to apply for aid.

Mitigation Action Prioritization

Morgan County and its participating jurisdictions prioritized mitigation actions using a structured methodology that meets the requirements of 44 CFR §201.6(c)(3)(ii) and follows FEMA guidance in the *Local Mitigation Planning Handbook*. The purpose of this process is to ensure that mitigation actions selected for implementation over the five-year planning period are effective, feasible, and aligned with the County's highest risks and available capabilities.

The prioritization process draws directly from the plan's Risk Assessment, Capability Assessment, and the mitigation goals and objectives carried forward from the 2021 Morgan County Pre-Disaster Mitigation Plan. Both previously adopted actions and newly identified actions were evaluated using the same criteria to ensure consistency across planning cycles.

Each mitigation action was first reviewed to confirm that it addresses one or more of the hazards identified in the Risk Assessment and reduces documented vulnerabilities to people, structures, infrastructure, or essential services. Actions addressing hazards with high probability, high potential consequences, or recurring impacts within Morgan County were given increased priority consideration.

Actions were then evaluated for feasibility using information from the Capability Assessment, including administrative authority, technical capacity, staffing, and experience with similar projects. Financial feasibility was also considered, including the availability of local funding and the action's eligibility for state and federal mitigation programs. Actions that could be implemented through existing programs, phased over time, or integrated into capital improvement planning were prioritized.

The County and participating jurisdictions also considered implementation readiness and timing. Actions that are immediately achievable or that establish the foundation for future mitigation projects—such as planning, ordinance updates, and asset inventories—were prioritized alongside capital projects that address critical vulnerabilities.

Finally, preference was given to mitigation actions that address multiple hazards or provide additional benefits, such as protecting natural systems, improving public health, or reducing long-term maintenance and recovery costs.

Based on this evaluation, each mitigation action was assigned a relative priority level to guide implementation and funding decisions during the planning period. These priorities are intended to support decision-making and may be adjusted over time as conditions change, projects advance, or new

funding opportunities arise. Priorities will be reviewed as part of the plan's annual monitoring and update process.

Mitigation actions were prioritized based on the following considerations:

- Degree to which the action reduces risk to life, property, and critical facilities
- Severity and likelihood of the hazard addressed
- Consistency with mitigation goals and objectives
- Technical, administrative, and legal feasibility
- Availability of funding and grant eligibility
- Implementation readiness and time frame
- Ability to address multiple hazards or provide co-benefits

Priority levels are defined as follows:

- **High Priority:** Actions that significantly reduce risk to life safety or critical facilities and are feasible within current capabilities
- **Medium Priority:** Actions that reduce risk but require additional coordination, planning, or funding
- **Low Priority:** Actions with longer-term benefits or higher resource requirements relative to current capacity

Hazard Mitigation Actions

A comprehensive array of mitigation actions were considered as part of this plan update. In accordance with FEMA guidelines and best practices, hazard mitigation actions are linked to vulnerabilities and capabilities, emphasizing risk reduction to existing structures, limiting risk to new development, and considering vulnerable populations. Community lifelines were also considered as part of the plan. Types of actions in this plan update include the following:

- **Local Plans and Regulations:** These actions include governmental laws, regulations, policies, or codes that influence building and development.
- **Structure and Infrastructure Projects:** These actions involve modifying existing structures and infrastructure to reduce risk from hazards or remove them from hazardous areas entirely. This applies to public or private structures, as well as critical facilities and infrastructure.
- **Natural Systems Protection:** This type of action can include green infrastructure and low-impact development, nature-based solutions, engineering with nature, and bioengineering to incorporate natural features or processes into the built environment.
- **Education and Awareness Programs:** These actions keep residents informed about potential hazards in their communities.

Each of the prior plan's actions was reviewed, and plan participants provided status updates. "In Progress or "Ongoing" actions were reviewed to determine whether they should be retained in the current plan or whether they were no longer relevant. Participants in particularly focused on determining whether each prior action was more of an ongoing capability or needed to be a new project, resource, plan, or program moving forward. Actions were also rewritten or combined. Non-mitigation actions, such as response activities, were allowed, but participants were encouraged to focus on hazard mitigation activities with the understanding that these non-mitigation activities would not be reviewed during the state and federal plan review process.

New mitigation actions were derived through input from plan participants, advising consultants, stakeholders, and the public. Plan participants worked throughout the planning process to identify areas of vulnerability and developed mitigation actions to address them. Stakeholder and public feedback, along with specific mitigation action suggestions, were also reviewed at the planning meetings. Plan participants were encouraged to select these actions or a variant thereof as appropriate.

The mitigation actions chosen for inclusion in the Hazard Mitigation Plan (HMP) are located in the specific plan participant annex to which they apply. Each plan participant developed a mitigation action plan for their annex that includes a description of the actions they selected and key information such as lead agency, timeline, and funding source. Table 44 lists and describes the components of the mitigation action plans included in each annex.

Table 44: Mitigation Action Plan Components

Topic	Description
#	Mitigation action number for the individual plan participant
Action Title	Title briefly describing the intent of the mitigation action
Description	A longer description of the action highlighting project activities and benefits
Hazard Addressed	List of all hazards addressed: Avalanche, Dam Failure, Drought, Earthquake/Seismic Hazards, Erosion, Extreme Cold, Flood, Hail, High Wind, Landslides, Problem Soils, Radon, Snowstorms, and Wildfire
Vulnerability	A short description of how the jurisdiction is particularly vulnerable to the hazard being addressed
Goals	Mitigation goals with which the action aligns
Lead Agency	Lead agency, department, or position responsible for implementing or managing the mitigation action. Where multiple partners are listed, the first partner listed indicates the lead agency for planning purposes.
Funding Source	Possible funding source(s) for the mitigation action
Timeline	An estimate of the timeframe the action will take to be completed

Topic	Description
Priority	Action priority was subjectively defined by the plan participant after considering the benefits when compared to costs of the projects. Action priorities are defined as low, medium, or high based on the following criteria: • **High Priority:** Actions that significantly reduce risk to life safety or critical facilities and are feasible within current capabilities. • **Medium Priority:** Actions that reduce risk but require additional coordination, planning, or funding. • **Low Priority:** Actions with longer-term benefits or higher resource requirements relative to current capacity.

Considered Mitigation Actions

A wide array of potential mitigation actions were considered by plan participants for each of the hazards profiled in this plan. These considered mitigation actions came from plan participants, stakeholders, the public, FEMA reports, and the consultant advising the HMP update. Table 45 outlines some of the considered mitigation actions for this HMP update.

Table 45: Considered Mitigation Actions

Hazard	Mitigation Action	Type of Action
Avalanche	Build direct protection structures to protect buildings and infrastructure from damage from avalanches.	Structure and Infrastructure Projects
Dam Failure	Host a yearly educational workshop on the risks of dam failure in Morgan County.	Education and Awareness Programs
Drought	Develop landscaping and natural design measures for government-owned properties to reduce water usage.	Natural Systems Protection
Earthquake/Seismic Hazards	Adopt and enforce an enhanced seismic building code.	Local Planning and Regulations
Erosion	Develop and maintain a database to track community vulnerability to erosion.	Local Planning and Regulations
Extreme Cold	Develop an educational program for residents on the dangers of extreme cold temperatures and support systems available through Morgan County.	Education and Awareness Programs
Flood	Remove or elevate structures located in the floodplain or subject to repetitive flooding.	Structure and Infrastructure Projects

Hazard	Mitigation Action	Type of Action
Hail	Integrate hail-protective measures on government-owned vehicles and buildings.	Structure and Infrastructure Projects
High Wind	Strengthen power lines and infrastructure against damage from high winds.	Structure and Infrastructure Projects
Landslides	Create and implement setback limits on parcels near high-risk landslide areas.	Local Planning and Regulations
Problem Soils	Monitor areas with problem soils for expansion or subsidence, especially during extreme changes in precipitation.	Local Planning and Regulations
Radon	Provide educational materials for homeowners on how to detect and mitigate radon in the home.	Education and Awareness Programs
Snowstorms	Install snow fences to limit blowing and drifting snow over critical roadway segments.	Structure and Infrastructure Projects
Wildfire	Develop a vegetation management plan to improve defensible space for government and private structures.	Natural Systems Protection

Section 5: Plan Maintenance and Implementation

A formal plan maintenance process for monitoring, evaluating, and updating the HMP must take place to ensure that the plan, and specifically the mitigation strategy, remain current and relevant. Updates are required every five years from the date the plan is approved. Regularly scheduled evaluations during the five-year cycle are important to assess the effectiveness of the program and to reflect changes that may affect mitigation priorities, and a process must be undertaken to keep the public engaged throughout the plan's ongoing implementation.

Morgan County Emergency Management will continue to take the lead role in coordinating the overall plan maintenance effort, with ongoing support and feedback from Morgan City and Morgan County School District administration. Each planning team member will take the lead role in plan monitoring and evaluation activities for their respective jurisdiction. Details on this process are included in this section, as well as how the plan will be integrated into other planning mechanisms.

Implementation

Strategies developed by participating jurisdictions may be implemented at the discretion of each jurisdiction, but opportunities for cross-jurisdictional collaboration are also encouraged.

Funding will be the critical factor impacting the implementation of mitigation strategies. Low-cost strategies or those with existing funding through local Capital Improvement Programs or other funding sources offer opportunities for jurisdictions to make immediate progress toward reducing their risk. Projects requiring significant funding or additional planning may be accomplished through strong local and regional support. The various FEMA hazard mitigation programs, along with other funding sources, can be leveraged together to complete any level of mitigation actions (see Integration with Existing Plans). Jurisdictions are encouraged to coordinate with Morgan County, Utah Department of Emergency Management, and FEMA to develop grant projects.

Each action has been assigned to a specific role or a local government office responsible for implementing that action. Because each jurisdiction has specific mitigation actions to implement, it is in charge of tracking progress for each action. Jurisdictions may update their specific sections of the plan by submitting them to the emergency management staff at Morgan County at any time. The jurisdictions may also bring up changes at the yearly HMP review. Plan amendments will be coordinated with Morgan County and submitted to the State of Utah and FEMA. Any changes to data, maps, actions, priorities, and other information are welcomed throughout the next five years.

Integration with Existing Plans

It will be the responsibility of each participating jurisdiction to determine integration procedures. As local planning documents are updated, all participating jurisdictions will integrate their mitigation strategies into the new planning documents. These documents could include, but are not limited to:

- General Plan
- Land Use Ordinances and/or Zoning Codes
- Subdivision Ordinances
- Capital Improvement Plans
- Economic Development Plans
- Stormwater Management Plans
- Floodplain Management Plans
- Natural Resource Protection Plans
- Wildfire Protection Plans
- Emergency Operation Plans
- Parks and Open Space Plans

At the yearly monitoring and evaluation meeting hosted by Morgan County Emergency Management, jurisdictions will be asked to share potential opportunities to integrate the HMP into planning documents in the coming year. The planning team can then share resources and case studies to help support that integration. Jurisdictions will also share examples of integration that has taken place over the past year. Morgan County Emergency Management will document these examples of integration.

Plan Monitoring

The implementation of the plan will be tracked annually, two to three months before the hazard mitigation grant applications are due. During this time, Morgan County Emergency Management staff will survey the progress of all plan participant toward completion of mitigation actions, including the actions that have been completed, any obstacles or impediments to implementing actions, any actions that are no longer feasible, and any other comments jurisdictions have submitted about the plan and their progress. Staff will provide a summary of implemented strategies and community comments for the Morgan County Council to review. Based on the review, the council will make recommendations on changes in monitoring and/or updating the plan.

Plan Evaluation

The Morgan County EM staff will evaluate the plan on an ongoing basis and will conduct a formal review once a year, in conjunction with the annual plan monitoring review. The formal evaluation will include a review of:

- Natural hazard events that have occurred in the past year and any actions needed in communities impacted
- Mitigation actions that have been implemented
- Any mitigation actions to prioritize for the next year
- Communities needing assistance in implementing and/or applying for funding
- Changes to funding options and planning policies related to the PDMP process and grants
- Any significant new data or maps that affect the accuracy of the analysis or information in the plan
- Staff or elected official turnover

This evaluation process ensures that the HMP remains relevant, effective, and aligned with evolving risks, regulatory requirements, and operational challenges within participating jurisdictions and the State of Utah. The Morgan County Emergency Management staff will document any changes, which can then be included in the next plan update.

Plan Update

Morgan County Emergency Management staff will update the plan. As needed, funding should be sought at least three years before the expiration date of the current plan. The plan update should begin at least two years prior to the expiration of the current plan, to ensure that the plan remains compliant with state and federal regulations. The plan update involves a comprehensive review and evaluation of each section of the plan and also discusses the results of evaluation and monitoring activities detailed in the Plan Maintenance section. Continual data gathering based on ongoing mitigation activities will take place and be applied to the updated plan.

At the time of each update, Morgan County Emergency Management staff shall consult with the Utah Division of Emergency Management and FEMA to obtain the latest guidance and ensure the update meets current criteria.

Continued Public Involvement

Throughout the next five years, the public will be continuously notified of plan changes through the social media accounts and websites of participating jurisdictions. In addition, Morgan County will encourage communities to continue to educate and inform residents about natural hazard mitigation by providing mitigation resources through the Emergency Management staff.

Annually, a presentation based on the plan monitoring and evaluation will be given to the public at a Morgan County Council meeting. Public comments will be solicited through area newspapers and the Morgan County website. The public will be able to submit comments in person, over the phone, via e-mail, or in a written response.

The public will be encouraged to provide feedback to the Morgan County Emergency Management staff on the Morgan County website at any time during the five-year period. The website will host the most up-to-date version of the plan, provide a place for the public to submit feedback on the plan directly to Emergency Management staff, and announce any updates. A hard copy of the plan will be available at the Morgan City office.

As mitigation actions become implemented, interesting and inspiring projects will be highlighted through various communication channels available to public and elected officials, such as the Morgan County website, the Utah Community Development Office newsletter, the American Planning Association Utah Chapter newsletter, local newspapers, and other public-interfacing websites and newsletters. In addition, as tools and other resources become available, Morgan County will advertise them via newsletters, e-mail, and website posting. In particular, a natural hazard viewer is being developed for the State of Utah for public viewing. Residents and officials will be notified once this invaluable tool is released.

THIS PAGE INTENTIONALLY LEFT BLANK

Unincorporated Morgan County Annex

Introduction

Morgan County comprises the rural communities, agricultural lands, and foothill neighborhoods outside Morgan City, including Mountain Green, Milton/Littleton, Peterson, Porterville, Richville, Croydon, Enterprise, and dispersed canyon and valley settlements. These unincorporated areas collectively house the majority of the County's population, which reached approximately 12,600 residents in 2023 according to countywide population estimates.[159] Population growth has been especially concentrated in Mountain Green and Morgan Valley, areas influenced by proximity to Interstate 84 (I-84), the Weber River corridor, and developable valley floors. As a result, many residents live in close proximity to steep slopes, wildfire-prone foothills, floodplains, and constrained transportation corridors.

The County's physical landscape is defined by the Wasatch Range to the west and the Uinta Mountains to the east, with elevations ranging from roughly 4,700 feet in valley bottoms to over 9,000 feet on surrounding ridgelines. The Weber River runs the length of the County and provides water supply, irrigation, recreation, and hydrologic connectivity for these communities. The Weber River Basin Climate Vulnerability Assessment documents a 1.6°F increase in average temperature since 1985, earlier snowmelt, and increasing evaporative demand, all of which influence local flood, drought, and wildfire behavior.[160] These climatic shifts interact with rapid residential development and limited transportation redundancy to shape the County's hazard exposure.

Public engagement conducted for the 2022 Morgan County General Plan update highlighted concerns about water capacity, transportation congestion, hillside development, community fire risk, and the loss of agricultural and open lands. The appendices include 33 water-capacity–related comments, 19 transportation-related comments, and widespread opposition to intensified development in Porterville, Richville, and Milton. These concerns align closely with hazard conditions documented in risk assessments. Countywide First Street Foundation risk data indicate that approximately 99% of properties have some level of modeled wildfire exposure, while approximately 32.2% (2,529 properties) have measurable riverine or pluvial flood risk. Heat risk is also increasing, with very hot days projected to rise from approximately 7 to 16 days per year over the next 30 years, consistent with regional climate projections used in County planning analyses.

[159] (U.S. Census Bureau, American Community Survey 5-Year Estimates (Morgan County, Utah), 2023, https://www.census.gov/programs-surveys/acs).
[160] Weber Basin Water Conservancy District, Weber River Basin Climate Vulnerability Assessment, 2021, observed warming of ~1.6°F across river sub-basins over ~40 years, https://wwa.colorado.edu/sites/default/files/2021-08/Weber_River_Basin_Climate_Vulnerability_Assessment.pdf.

Critical Infrastructure and Key Resources

Morgan County depends on a dispersed network of transportation, water, utility, and public-safety systems that support its rural communities and rapid residential growth. I-84 is the County's primary lifeline, running along the Weber River and serving as the main access route for Mountain Green, Peterson, Croydon, and Morgan Valley. Many County facilities and emergency services rely on this corridor for daily operations and emergency access, and the same is true for residents, fire and Emergency Medical Services (EMS) providers, and essential goods movement. Local collectors such as Morgan Valley Drive, Old Highway Road, and Trapper's Loop provide secondary access but are vulnerable to winter storms, landslides, and wildfire-related closures. Public comments from the General Plan appendices cite significant concerns about roadway capacity, congestion, and safety in these areas, underscoring transportation as a critical resource and vulnerability.

Water, wastewater, and stormwater systems in Morgan County's unincorporated areas are provided by a combination of special service districts, private water companies, and onsite septic systems. Mountain Green and other unincorporated communities of Morgan County rely on these entities, and the same system characteristics apply countywide: limited redundancy, dependence on groundwater and localized sources, and sensitivity to drought and water-quality issues. Climate assessments documenting earlier snowmelt, decreasing lower-elevation snowpack, and rising evaporative losses highlight the long-term vulnerability of these systems. Community survey responses and comment maps show widespread concern about water-supply adequacy, particularly in Mountain Green and Milton.

Electric service to Morgan County's unincorporated areas is primarily provided by Rocky Mountain Power, with Morgan City Utilities serving limited areas near the city boundary. Rocky Mountain Power is upgrading the Mountain Green substation to meet increasing demand, reflecting the rapid load growth in west-side communities. Power lines traverse canyon and foothill terrain, and wildfire modeling identifies nearly universal property-level wildfire exposure, making electric infrastructure both a potential ignition source and a critical vulnerability during high-wind or red-flag conditions. Communications infrastructure is improving but remains inconsistent in several canyon locations, which can affect access to emergency alerts and interagency coordination during hazard events.

Fire protection in Morgan County (unincorporated areas) is provided by Morgan County Fire and the Mountain Green Fire Protection District. Law enforcement is provided by the Morgan County Sheriff's Office. The capability assessment confirms the presence of an Emergency Manager, a Fire Safe Council, and trained staff across departments. These services face seasonal access limitations from winter storms, steep terrain, and a growing wildland–urban interface. Public safety resources are further influenced by population growth in areas with limited egress and roadway constraints.

Agricultural lands, open spaces, and riparian corridors also function as key resources. Public input at planning workshops emphasized strong interest in preserving these lands, which provide natural buffers that reduce wildfire spread, absorb stormwater, and limit development in high-risk areas. However, ongoing subdivision activity in Mountain Green, Morgan Valley, and Milton continues to alter where and how these resources function within the built environment.

Overall, Morgan County's critical infrastructure and key resource systems are shaped by the linear Weber River/ I-84 corridor, a mix of decentralized utility networks, and the expanding interface between development and natural hazard zones. As growth continues, transportation, water supply, power reliability, and fire protection capacity remain central considerations for local hazard mitigation and resilience planning.

Hazard Identification

Table 46 identifies the natural hazards evaluated for this planning area and indicates which hazards are applicable based on local conditions and available data.

Table 46: Hazards Identified and Exceptions for Morgan County

Hazard	Applicable	Not Applicable	Rationale for Not Including
Avalanche	X		
Dam Failure	X		
Drought	X		
Earthquake	X		
Erosion	X		
Extreme Cold	X		
Flood	X		
Hail	X		
High Wind	X		
Landslides	X		
Problem Soils	X		
Radon	X		
Snowstorms	X		
Wildfire	X		

Vulnerability Analysis

Overall Vulnerability and Impact Summary

Morgan County (unincorporated areas) includes approximately 8,317 residents (as of the 2023 American Community Survey) living in communities such as Mountain Green, Milton/Littleton, Peterson, Porterville, Richville, Croydon, and Enterprise. These areas are located in the Weber River valley and adjoining

foothills, where topography, development patterns, and proximity to natural features create multi-hazard exposure. Countywide, approximately 12,600 residents rely on lifelines that pass through unincorporated areas, including I-84, electric transmission corridors, potable water systems, and school bus routes. Growth in Mountain Green and Morgan Valley has increased the number of homes and people in wildfire-prone foothills, flood-exposed river corridors, and areas with slope instability and problem soils.

Hazard data from the First Street Foundation show that approximately 99% of properties in Morgan County (7,848 properties) have measurable wildfire risk, with foothill communities facing the greatest exposure. Flooding also presents a substantial threat - 32.2% of properties (2,529 properties) have pluvial or fluvial flood risk, including areas near the Weber River and its tributaries in Mountain Green, Peterson, and Morgan Valley[161]. Climate-driven heat is increasing as well, with very hot days projected to rise from approximately 7 to 16 days per year over the next 30 years. Poor air quality affects thousands of residents, including children and older adults who are more sensitive to smoke and ozone. The Weber River Basin Climate Vulnerability Assessment documents a 1.6°F increase in average temperature since 1985, earlier snowmelt, reduced snowpack at lower elevations, increasing drought risk, and greater hydrologic variability.

Morgan County (unincorporated areas) has relatively low overall social vulnerability but includes groups with elevated hazard sensitivity. The community profile identifies 2,107 children under age 14 (approximately 26%), 942 adults over age 65 (approximately 12%), and 117 residents living below the poverty level; these groups face higher risk during disasters due to limited mobility, increased medical needs, or resource constraints. Community comments recorded during the 2022 General Plan process expressed significant concern about water system capacity (33 comments), roadway congestion (19 comments), hillside development, and fire risk in Mountain Green, Milton, Porterville, and Richville. These concerns align with documented exposure to wildfire, slope instability, drought, and limited transportation redundancy.

AVALANCHE

VULNERABILITIES

Avalanche is ranked lowest by risk score (Calculated Priority Risk Index [CPRI] score of 1.95) for the County due to exposure being limited to steep mountain slopes and canyon corridors. Most of the Morgan County population and infrastructure is located in Morgan Valley where there is little chance of avalanche damage. Vulnerability is focused on East Canyon, specifically around East Canyon Reservoir and East Canyon Park. Recreationists and transportation infrastructure around East Canyon Park are vulnerable to impacts from avalanches. The same is true for Upper Weber Canyon, Hardscrabble Canyon, Lost Creek Drainage, and, to a lesser extent, Trappers Loop (SR-167) in Mountain Green.

Countywide datasets delineating mapped avalanche paths or runout zones are limited, so a quantitative analysis of critical facilities or other assets exposed to avalanche hazards was not feasible at the time of this plan update.

[161] First Street Foundation, Risk Factor Wildfire Model (Morgan County, Utah), 2024, https://riskfactor.com.

IMPACTS

In East Canyon Park and Reservoir, Upper Weber Canyon, Hardscrabble Canyon, and Lost Creek Drainage, the primary impact on people is the health and safety of recreationalists using the areas for hiking, snowshoeing, or skiing. Avalanches in these areas can occur quickly, injuring or even killing individuals nearby. Avalanches can also damage transportation infrastructure by burying roads and trails, including Hardscrabble Road, State Route 66 (SR-66), and Lost Creek Road.

In Mountain Green, impacts are concentrated on transportation and utility infrastructure. Trappers Loop winds north of Mountain Green through the Wasatch Mountains to Huntsville in Weber County. Avalanches along the steep slopes on either side of the road can block or damage access and utility poles, potentially restricting energy access to nearby communities.

DAM FAILURE

VULNERABILITIES

Dam failure is given a CPRI score of 2.45 due to a low probability of occurrence but high consequence if it does occur. Critical infrastructure in the County—including roads, bridges, and facilities—would be vulnerable to damage if the Northwest Reservoir, Cobble Creek Dam, East Canyon Dam, or Lost Creek Dam were to fail. SR-66 and SR-167, as well as utilities located within these corridors, are particularly vulnerable. Mountain Green subdivisions, roads, and utility infrastructure downstream of Cobble Creek Dam and the Northwest Reservoir are also vulnerable to dam failure. The vulnerable communities include homes along Wasatchback Drive, South Shoreline Drive, and Silver Leaf Drive in Mountain Green.

Using potential inundation boundaries provided by the U.S. Bureau of Reclamation and the Utah Division of Water Resources, Table 47 lists the number of critical facilities within the County that lie within areas at risk from dam failure. No inundation mapping data were available for Cobble Creek Dam at the time of this analysis, and it is therefore omitted from the quantitative assessment. Table 48 identifies other community assets exposed to dam failure, including housing, population, and building values.

Table 47: Critical Facilities in Dam Inundation Boundaries[162]

Facility Type	Facility Count (Total)	Facilities in Potential Inundation Area					
		East Canyon Dam	Echo Dam	Lost Creek Dam	Northwest Dam–East	Northwest Dam– West	Silver Leaf Dam
Fire Stations	2	1	2	1	1	0	0
Police Stations	1	1	1	1	0	0	0
Medical Facilities	2	1	1	1	0	0	0
Emergency Facilities	3	1	2	1	0	0	0
Civic Buildings	3	2	2	2	0	0	0
Schools	4	3	3	3	0	0	0
Public Works Facilities	8	5	5	5	0	1	0
Helicopter Landing Sites	3	0	0	0	0	0	0
Multi-Family Buildings	5	5	5	5	0	0	0
Parks	6	4	4	4	0	1	0
Churches	9	3	4	2	0	1	0
Total	**46**	**26**	**29**	**25**	**1**	**3**	**0**

[162] **Note:** Facilities may be located within the inundation boundaries of more than one dam; therefore, counts by dam may exceed the total number of facilities listed.

Table 48: Assets Exposed to Dam Failure[163]

Community Assets	Morgan County (unincorporated areas) (Total)	Exposure in Potential Inundation Area					
		East Canyon Dam	Echo Dam	Lost Creek Dam	Northwest Dam–East	Northwest Dam–West	Silver Leaf Dam
Total Acres	384,859	15,143	13,719	22,744	1,144	2,221	957
Housing Units	2,414	512	461	427	0	33	0
Population	8,210	1,532	1,375	1,280	0	83	0
Total Market Value	$4,678,408,255	$855,835,231	$692,714,651	$653,687,056	$92,631,813	$108,156,743	$20,344,929
Taxable Value	$2,418,280,294	$386,320,398	$338,730,523	$288,466,280	$45,917,454	$54,423,806	$5,284,250
Building Value	$1,960,782,984	$381,997,617	$317,965,766	$271,372,323	$38,296,694	$41,915,226	$5,384,023

[163] **Note:** Assets may be located within the inundation boundaries of more than one dam; therefore, counts by dam may exceed the total values listed.

IMPACTS

If the Northwest Reservoir, Cobble Creek Dam, East Canyon Dam, or Lost Creek Dam were to fail, impacts could include damage to roads, bridges, and utility infrastructure, as well as potential injury or loss of life to individuals nearby. Failure of East Canyon Dam would lead to damage to SR-66, adjacent communities such as Whites Crossing, and utility infrastructure along the corridor. Lost Creek Dam failure would damage Lost Creek Road and flood the community of Croydon, located at the end of Lost Creek Canyon. Failure of the Northwest Reservoir would flood and damage SR-167, blocking routes north to Huntsville, while failure at the Cobble Creek Dam would flood homes in West Mountain Green. For all of these failures, individuals using the roads or trails downstream of the dams would be at risk of injury or death from flooding.

DROUGHT

VULNERABILITIES

Drought is a high-frequency hazard with high severity that affects water supply and agriculture. Drought has a CPRI score of 2.95. The plan notes that Morgan County is generally cooler and wetter than much of Utah but still experiences near-annual drought impacts on reservoirs and canals. Drought contributes to problem soils, which are also ranked high (CPRI 2.95) due to expansive and collapsible soils in valley developments that can damage foundations, pipelines, and pavements. All residents of Morgan County are vulnerable to drought, but those who rely on a steady water supply for commercial reasons, such as agricultural producers, are particularly vulnerable.

Drought conditions occur across large geographic areas, so all critical facilities, infrastructure, populations, and other community assets are potentially exposed during drought events.

IMPACTS

The impacts from drought can be severe for both the population and infrastructure of Morgan County (unincorporated areas). Major roads in the County, like I-84, SR-100, and SR-167, could all face cracking and deterioration due to drought and the ensuing soil shrinkage. Deterioration of these roads can disrupt transportation in the County and lead to increased maintenance costs. For people in the County, particularly those in the agricultural sector, drought can cause significant disruptions to work and local economic activity. Many businesses that support residents of the County cannot function without a steady water supply. If severe drought occurs, these businesses could be substantially impacted.

EARTHQUAKE

VULNERABILITIES

Morgan County (unincorporated areas) lies near active fault structures associated with the Wasatch Front and Wasatch Back, including mapped Quaternary faults such as the East Canyon and Saleratus Creek faults identified in regional hazard assessments. A large earthquake (M6.5–7.0) on these segments could cause strong ground shaking throughout valley and foothill communities, particularly where homes are located on deep alluvial soils or near steep canyon walls. Due to this risk, earthquakes were ranked second in the updated hazard prioritization for this plan (CPRI 3.25). The 2021 Pre-Disaster Mitigation (PDM) Plan identifies earthquakes as "multi-hazard events" with a high probability of future occurrence and severity ranging from "limited" to "catastrophic." Morgan County's unincorporated communities rely heavily on I-84, local bridges, and the Weber River corridor, all of which are vulnerable to disruption from ground shaking. Older residential structures, unreinforced components, and buildings on problem soils may experience higher levels of damage. Secondary hazards include landslides, rockfall in canyon areas, dam failure along upstream reservoirs, and damage to power and water lines that traverse foothill terrain.

As shown the ground shaking potential map included in the base plan, all critical facilities are vulnerable to strong to severe ground shaking from an earthquake. Power, water, transportation, and communication infrastructure throughout the County are also exposed and vulnerable to damage. Unreinforced masonry (URM) buildings are particularly vulnerable to damage from ground shaking. General building stock data from HAZUS 6.1 indicates that there are 560 URM buildings within Morgan County. Morgan County parcel data includes the year built for 1,205 structures in Morgan County (unincorporated areas).[164] Of those, 463 were built prior to 1973, when seismic building codes were introduced. An additional 768 were built before 1987, when statewide seismic building codes were adopted. Structures built prior to these building codes are more vulnerable to damage.

IMPACTS

A major earthquake could result in injuries or fatalities, widespread structural and non-structural damage, and prolonged loss of access to essential services. Homes, businesses, and agricultural facilities across Mountain Green, Milton/Littleton, Porterville, and Morgan Valley could experience falling interior hazards, compromised utilities, and displacement of residents. Disruption of I-84, local bridges, and canyon roads could impede emergency response and isolate neighborhoods, particularly those with limited egress. Water systems—including private wells, small water company infrastructure, and irrigation networks—may experience outages or contamination. Extended power loss could affect heating during winter months and the communications needed for emergency coordination. Combined with landslide- or dam-related impacts, a strong earthquake would significantly affect life safety, mobility, and the continuity of essential services in Morgan County (unincorporated areas).

[164] Federal Emergency Management Agency (FEMA), HAZUS-MH 6.1 General Building Stock Data (Morgan County, Utah), 2023, FEMA software dataset.

Approximately 98% of structures in Morgan County are residential. Based on that percentage, an estimated 548 of the URM buildings in Morgan County are residences. Given the average household size in Morgan County of 3.49[165], an estimated 1,912 residents could be displaced from these homes. Damage to these and other structures could also lead to injuries to occupants.

The total market value of properties exposed to earthquake hazards in Morgan County is approximately $5.66 billion, with approximately $2.64 billion related to building values.

EROSION

VULNERABILITIES

The primary areas vulnerable to erosion in Morgan County (unincorporated areas) are East Canyon/Porterville, the Lost Creek drainage, Hardscrabble Canyon, and the Mountain Green foothills. These areas are steep and experience seasonal runoff and sedimentation that can undermine roads, agricultural lands, and buildings. In particular, I-84, SR-66, and SR-167 are all vulnerable to erosion during heavy rainfall. Canals, creeks, and culverts in the Lost Creek drainage are also vulnerable, as are subdivisions in Mountain Green.

Based on Natural Resources Conservation Service (NRCS) soils data, a total of 19,107 acres in Morgan County are in areas with moderate erosion hazard potential, and 608,422 acres are in areas with severe erosion hazard potential.

Four critical facilities, including three churches and Croydon Park, are located within areas of moderate erosion hazard. Four additional facilities—Morgan County Search and Rescue, Family Tree Assisted Living Center, a state road shed, and the Highland Water Company—are in areas of severe erosion hazard. Except for the Highland Water Company, the facilities in severe erosion hazard areas are within the Morgan City boundary. Using the Federal Emergency Management Agency's (FEMA) USA Structures data, Table 49 estimates the number of structures in erosion hazard areas.

Table 49: Structures in Erosion Hazard Areas

Occupancy Type	Moderate Hazard	Severe Hazard
Residential	860	1,030
Education	0	1
Government	0	2
Utility and Miscellaneous	0	1
Unclassified	94	215
Total	954	1,249

[165] U.S. Census Bureau, QuickFacts: Morgan County, Utah, 2024, https://www.census.gov/quickfacts.

IMPACTS

Erosion impacts people and infrastructure by wearing away, detaching, and transporting soil necessary for structural stability. For roads, including I-84, SR-66, and SR-167, heavy rainfall along nearby steep slopes can erode soil from beneath roadbeds, jeopardizing road foundations. Erosion can also deposit debris on roadways, causing delays and safety hazards. Erosion can remove topsoil from agricultural lands—particularly in Porterville, Enterprise, and Milton—impacting long-term soil fertility and productivity. Subdivisions that abut steep slopes, such as areas in southeastern Mountain Green, can experience erosion that damages houses or local roads, affecting the ability of residents to safely live and travel in these areas.

A total of 1,890 residences are located in moderate or severe erosion hazard areas, which could potentially affect an estimated 6,596 residents.

EXTREME COLD

VULNERABILITIES

Extreme cold poses significant risks to both the population and infrastructure of Morgan County, Utah. The County, characterized by its mountainous terrain and variable climate, can experience severe winter storms and frigid temperatures that threaten the well-being of residents, particularly the elderly, children, and those with preexisting health conditions. Roads and drivers are also vulnerable due to icy conditions that can form. Extreme cold is also identified as a frequent hazard in the County hazard prioritization (CPRI 2.63).

Extreme cold occurs over large areas, and all facilities, structures, populations, and other community assets are potentially vulnerable.

IMPACTS

Prolonged exposure to extreme cold can lead to hypothermia and frostbite, while increased heating demands can strain energy resources and lead to power outages. The elderly, children, and those with preexisting health conditions are most likely to experience the impacts of extreme cold. Additionally, icy conditions can create hazardous travel situations, impacting transportation and emergency services. Infrastructure such as water supply systems and roads may suffer from freeze-thaw cycles, leading to potential damage and costly repairs.

FLOOD

VULNERABILITIES

Flooding (CPRI 2.75) affects riverine areas along the Weber River and its tributaries, as well as localized pluvial flooding in developed valley bottoms. County facilities and key access routes in Morgan City and Mountain Green lie within these valley systems, near rivers, canals, and storm drain networks.

Using geographic information system (GIS) overlay analysis, critical facilities data provided by Morgan County were overlaid with FEMA Digital Flood Insurance Rate Maps (DFIRMs). Three facilities were identified within the County in Special Flood Hazard Areas (SFHAs). Kent Smith Park and a sewer treatment plant are in an area with reduced flood risk due to a levee. The Morgan County Fairgrounds are within the floodway.

Based on Morgan County parcel data, the market value of properties in the 1% annual chance floodplain is $112,255,159, with a total building value of $33.6 million. The market value of properties in the 0.2% annual chance floodplain is $21,987,271, with a total building value of $6.9 million.

FEMA's USA Structures building footprint data, overlaid with the SFHAs, indicate a total of 204 structures within the 1% annual chance flood area. Of these, 128 are residences, 75 are unclassified, and 1 is a utility structure. Thirty-five structures are in the 0.2% annual chance area, including 25 residences and 10 unclassified buildings.

Census block data within Morgan County, overlaid with SFHAs, indicate that approximately 120 housing units and 346 people are in the 1% annual chance area. However, a limited number of blocks were selected, using only those that had their center within the flood zone. This was to avoid overcounting the population by using all blocks that intersected the floodplain. Another approach is to use the building footprint data to estimate population. Based on 128 residences within the 1% annual chance flood area and the average household size of 3.49, approximately 447 individuals reside in the 1% hazard area. An estimated 87 individuals are in the 0.2% annual chance hazard area.

IMPACTS

Flood events can result in injury or death, inundation of low-lying buildings, roads, fields, and County facilities as well as disruption to critical infrastructure systems such as water, sewer, and power. Assets which may be impacted include 204 structures, including 120 housing units, and over 400 people. Canyon areas in particular could experience flash flooding, resulting in potential public safety concerns, environmental impacts such as scouring of streambanks, and impacts to critical infrastructure such as culverts and roadways. Transportation corridors, such as Interstate 84, State Routes 66 and 167, may be disrupted, closed, or require repair. Agricultural areas can also experience economic losses. Community resources such as schools, businesses, Kenth Smith Park, and the Morgan County Fairgrounds may experience disruptions due to flooding.

HAIL

VULNERABILITIES

The County's geographical features, including its elevation and mountainous terrain, can create conditions conducive to intense weather events, including hailstorms. These storms can produce hailstones of varying sizes, with the maximum recorded in Morgan County being 1 inch in diameter. Facilities, homes, and vehicles across the County are vulnerable to damage from hail, as is the health of individuals caught outdoors in a severe hailstorm.

IMPACTS

Large-diameter hail can break windows in vehicles, facilities, and homes, causing extensive damage. This damage can also expose facilities, homes, and vehicles to further damage from exposure to precipitation and wind. The accumulation of hail on roadways can lead to unsafe driving conditions, increasing the number of accidents on thoroughfares like I-84. If people are exposed to hail without being able to find adequate shelter, they could suffer injuries, depending on the size of the hail.

HIGH WIND

VULNERABILITIES

Nestled in the Wasatch Range, the County experiences strong gusts, particularly during seasonal changes when atmospheric pressure shifts occur. These winds can pose risks to structures, trees, and power lines. Downed power lines can cause power outages, which in turn can affect vulnerable populations such as the elderly and those with medical conditions that rely on a steady power supply. Older structures in the County are particularly vulnerable to high winds, as they were likely built to lower building standards than modern buildings. Rural roads in the County, like SR-100E and SR-167, are vulnerable to being blocked by falling trees.

High wind conditions occur across large geographic areas, so all critical facilities, infrastructure, populations, and other community assets are potentially exposed when high wind events occur.

IMPACTS

Downed power lines from high winds can have severe impacts on the electrical infrastructure of Morgan County and its residents. Many critical functions in the County rely on electrical power, including administrative buildings, fire stations, and water treatment facilities. Residents would also feel the impacts of power outages, including extreme cold exposure and health impacts for those with medical conditions. Roads can be damaged by falling trees, and access can be cut off for residents who use those roads.

LANDSLIDES

VULNERABILITIES

Landslides occur throughout Morgan County but are concentrated in areas with steep slopes, weak geologic formations, and significant elevation changes. The areas most vulnerable to landslides include the following:

- Trappers Loop (SR-167), characterized by deep-seated rotational slides and slope creep affecting road cuts and adjacent hillsides.
- Mountain Green Bench and Durst Mountain, where clay-rich soils and ancient slide deposits are prone to reactivation during wet years. Neighborhoods on the west side of Mountain Green are most vulnerable to impacts from landslides.
- Weber Canyon and East Canyon, areas that experience frequent rockfall, debris slides, and shallow slope failures due to steep bedrock exposures and rapid snowmelt runoff. Roads and utility lines are vulnerable in these areas.
- Peterson Creek and Hardscrabble drainage areas, where older landslide complexes remain dormant but could reactivate with saturation or seismic shaking.

Mountain Green Fire Protection District and Mountain Green Fire Department are in areas of moderate landslide susceptibility. Two public works facilities and two churches in the Mountain Green area are in areas of low landslide susceptibility. The total market value of unincorporated properties exposed to moderate or high landslide susceptibility is over $2 billion, based on Morgan County parcel data. The building value of these properties totals $622 million.

Using building footprints from FEMA's USA Structures data, the following counts of structure types are in either moderate or high landslide susceptibility areas (see Table 50). Most of the properties exposed to landslide susceptibility are residences. Based on an average household size of 3.49 in Morgan County, an estimated 3,462 people reside in areas of moderate or high landslide susceptibility.

Table 50: Structures in Landslide-Susceptible Areas

Occupancy Type	Moderate Susceptibility	High Susceptibility
Residential	754	238
Unclassified	156	19
Commercial	2	0
Education	0	0
Government	0	0
Utility and Miscellaneous	1	0
Total	**913**	**257**

IMPACTS

Residential developments on benches and alluvial fans—especially near Mountain Green, Milton, and Peterson—sit adjacent to mapped landslide deposits. Critical facilities such as schools, fire stations, and public works yards in these areas may experience access disruption or utility damage, even if direct slope failure does not occur on the site. Rural agricultural lands in valley bottoms face lower risk overall but may experience blocked irrigation channels or sedimentation when debris flows emerge from canyon mouths. People may be injured or killed as a result of landslides.

PROBLEM SOILS

VULNERABILITIES

Roads across the County are the primary pieces of infrastructure vulnerable to problem soils, including expansive soils and land subsidence. Local roads in Croydon, Enterprise, and Mountain Green and I-84 are particularly vulnerable to being impacted by problem soils. The residents who use these roads could be forced to take long detours or, in the worst case, be cut off due to damage on these roads from land subsidence or expansive soils.

While data describing soil types is available in Morgan County, supplementary information to clarify the soil classifications and which soils could be considered "problem soils" was unavailable at the time of this plan update. This limited the ability to conduct a quantitative analysis of critical facilities or other assets exposed to the problem soils hazard.

IMPACTS

Roads in Croydon, Enterprise, and Mountain Green as well as I-84 could experience cracking and instability due to problem soils. Under an extreme, but unlikely, scenario, the instability could require these roads to be closed and repaired. In this scenario, travel for residents in the affected area would be delayed, and they could be isolated for a short period of time. More likely, the slight cracking caused by problem soils would require minor repairs more frequently than on an average road.

RADON

VULNERABILITIES

Radon ranks first in the updated hazard prioritization (CPRI 3.3). Morgan County is classified as U.S. Environmental Protection Agency (EPA) Zone 2 (2–4 picocuries per liter [pCi/L]), with elevated indoor radon levels documented in basements and older structures. Buildings with slab-on-grade construction, crawlspaces, or basement areas—particularly older buildings—may accumulate radon if not properly tested and mitigated.

Radon occurs naturally and can be found across much of Morgan County. Populations throughout the County may be exposed to various concentrations of radon. Because the accumulation of radon in buildings varies both with the location of the structure and with various factors in building construction characteristics mentioned above, currently the best way to determine vulnerability in critical facilities and other structures is to use radon testing kits in individual structures.

IMPACTS

Radon is a long-term, chronic health hazard rather than an acute life-safety threat. Unmitigated radon exposure increases lifetime lung cancer risk for residents who spend many hours in ground-floor or basement rooms. Testing, mitigation, and ongoing monitoring in buildings are therefore critical for protecting indoor air quality.

SNOWSTORMS

VULNERABILITIES

Snowstorms (CPRI 3.0) and extreme cold (2.63) are frequent and disruptive. County planning documents note frequent heavy snow events that affect canyon routes, utilities, and emergency access. Communities located on steep, winding roads and along I-84 are most vulnerable to the impacts of snowstorms. These communities include Mountain Green, Croydon, and White's Crossing.

Snowstorm conditions occur across large geographic areas, so all critical facilities, infrastructure, populations, and other community assets in Morgan County are potentially vulnerable to these storms.

IMPACTS

Impacts include downed utility lines leading to power outages, reduced visibility on roads across the County leading to traffic accidents, and heavy snowfall and ice that block transportation routes. Without power, residents may not have access to heat or water if their well operates on electricity. Remote communities that largely rely on a single road for ingress and egress—including Croydon, White's Crossing, and parts of Mountain Green—may be particularly impacted.

WILDFIRE

VULNERABILITIES

Wildfire has a CPRI score of 2.9 and is amplified by climate change, drought, and steep slopes. First Street Foundation analysis shows that 99% of properties in Morgan County have some wildfire risk, with approximately 17% of properties at "Major" or higher risk. Mountain Green and other west-slope communities are specifically identified as wildland–urban interface (WUI) areas with high exposure.

Using the Structure Exposure Score GIS data from the Utah FFSL Wildfire Risk Assessment Portal and Morgan County parcel data, an estimated $1.04 billion in building values is in areas with an exposure class of High to Extreme. Based on FEMA's USA Structures building footprint data, the following counts of structures are in these same high exposure areas (see Table 51).

Table 51: Structures in High-to-Extreme Wildfire Exposure Areas

Structure Category	Building Count
Residential	1,507
Education	4
Government	2
Utility and Maintenance	1
Unclassified	310
Total	1,824

Furthermore, four facilities from Morgan County's critical facilities inventory are in areas where the structure exposure class is high to extreme. Morgan County Search and Rescue, Mountain Green Elementary, Morgan County Fairgrounds, and the Morgan County Public Works facility located in Morgan City.

IMPACTS

Wildfire impacts include the following:

- Direct threat to homes and facilities in WUI areas. Communities directly adjacent to I-84 along Morgan Valley, including Mountain Green and Enterprise, could be particularly impacted by a wildfire.
- Smoke and poor air quality, which can force cancellation of outdoor activities and impact resident health, even when fires burn in neighboring counties.
- Evacuation and shelter-in-place decisions can force residents out of the County, disrupting education for children and work for adults.

Population Exposure and Social Vulnerability

Morgan County (unincorporated areas) includes 8,317 residents as of the 2023 American Community Survey, with a large share of families living in Mountain Green, Peterson, Milton/Littleton, Porterville, Richville, and other valley and foothill communities. The population skews young, with 2,107 children under age 14 (26%) and 942 adults over age 65 (12%), representing groups with higher sensitivity to extreme cold, heat, smoke, and disruptions to utilities and transportation. Although only 117 residents live below the poverty level, lower-income households may face barriers to home hardening, radon mitigation, and evacuation during emergencies.

Countywide social vulnerability is relatively low, supported by high incomes and strong employment, but public engagement reveals localized concerns about water-system reliability, evacuation constraints, and growth in wildfire-prone foothills. Climate-risk data show worsening environmental stressors: 4,267 children/teens and 1,540 older adults are exposed to degraded air quality. These factors, combined with the area's topographic isolation and dependence on I-84 for access, contribute to uneven capacity among households to prepare for, respond to, and recover from natural hazards.

Critical Facilities and Lifelines at Risk

Morgan County relies on a network of lifelines that support dispersed rural communities and growing population centers in Mountain Green and Morgan Valley. The primary transportation route is I-84, which carries residents, emergency services, and essential goods through narrow canyon areas that are vulnerable to snowstorms, rockfall, landslides, wildfire smoke, and post-earthquake damage. Local roads such as Morgan Valley Drive, Old Highway Road, and Trapper's Loop provide secondary access but face congestion, drainage issues, and winter travel challenges identified in public comments (19 comments).

Water supply is provided by a mix of private water companies, wells, and small districts, while sewer service varies between septic, Morgan City sewer, and the Mountain Green Sewer Improvement District. These systems are sensitive to drought, contamination, and infrastructure aging, with 33 public comments raising concerns about water capacity. Electric power is delivered primarily by Rocky Mountain Power, whose Mountain Green substation is being upgraded to meet increased demand. Communication services are improving but remain inconsistent in canyon areas. Fire protection is provided by Morgan County Fire and the Mountain Green Fire Protection District, both of which face expanded service areas due to rapid residential development and WUI growth. All lifelines traverse terrain that is increasingly exposed to wildfire, flood, and severe-weather impacts.

Built Environment and Structures/Land at Risk

The built environment in Morgan County (unincorporated areas) is concentrated in valley-floor neighborhoods and foothill subdivisions, with rapid growth documented in Mountain Green, Morgan Valley, and adjacent areas. County population nearly doubled between 2000 and 2020 (4,494 to 8,224 residents), increasing the number of structures exposed to wildfire, flooding, landslides, and severe winter weather. Many homes are located near steep slopes, river corridors, or canyon mouths, where hazards such as erosion, debris flows, and rising wildfire intensity pose significant risks. First Street Foundation data indicate 99% of properties have wildfire exposure and 32.2% (2,529 properties) have flood risk, illustrating the scale of hazard interaction with the built environment[166].

Infrastructure and housing growth have placed additional pressure on transportation, drainage, and water systems, particularly in Mountain Green and Milton, where residents reported concerns about congested roads and limited water resources. Homes constructed on valley alluvium may be affected by expansive or collapsible soils documented in the County, which threaten foundations, pavements, and underground

[166] First Street Foundation, Risk Factor Flood Model (Morgan County, Utah), 2024, https://riskfactor.com.

utilities over time. The expanding built footprint in WUI areas increases exposure not only to fire danger but also to post-fire flooding and erosion. As development continues, cumulative impacts on lifelines and land stability heighten vulnerability across the unincorporated area.

Changes Since the Last Plan Update

Since the FEMA-approved 2021 PDM Plan, several developments have increased vulnerability in Morgan County (unincorporated areas). Updated demographic data show continued population growth in west-side communities, with 8,317 unincorporated residents in 2023 and rapid expansion in Mountain Green and Morgan Valley. This growth has added hundreds of new homes in foothill and canyon areas, increasing the number of households located in WUI zones, flood-adjacent corridors, and areas with slope instability. Public engagement for the 2022 General Plan generated 33 water-capacity concerns, 19 transportation-capacity concerns, and widespread comments opposing high-density development in risk-prone areas such as Milton, Porterville, and Richville.

Risk information has become more detailed since 2021. First Street Foundation's updated parcel-level models indicate that 99% of properties in Morgan County have some degree of modeled wildfire exposure and approximately 32.2% (2,529 properties) have modeled fluvial or pluvial flood risk. These modeled exposure estimates differ from FEMA's mapped Special Flood Hazard Areas (SFHAs), which represent regulatory floodplains used for National Flood Insurance Program (NFIP) administration. FEMA floodplain mapping identifies a smaller number of structures within the 1% and 0.2% annual chance flood zones, as described in the Flood section of this annex. The First Street data reflect broader, model-based risk screening and include localized drainage and rainfall-driven flooding that may not be captured in current FEMA mapping. Climate-risk projections also now identify a sharp increase in severe-heat days—from 7 to 16 days per year over 30 years—along with substantial smoke-related health exposure. These datasets provide parcel-level insight into hazards that were previously described only at a countywide scale.

Infrastructure and service changes also affect vulnerability. Rocky Mountain Power is upgrading the Mountain Green substation to meet rising demand, reflecting rapid growth in the western unincorporated area. Transportation challenges have intensified, with residents reporting worsening congestion and limited ingress/egress along Morgan Valley Drive, I-84 interchanges, and canyon roads. Regulatory and capability findings from the County's 2025 capability assessment confirm that zoning, subdivision standards, and floodplain regulations require modernization to reduce hazard exposure. Together, these changes indicate growing stress on land-use, infrastructure, and emergency-service systems across the unincorporated area.

Future Vulnerability Considerations

Future vulnerability in Morgan County (unincorporated areas) will be shaped by continued growth, climate change, and infrastructure limitations. Countywide population is projected to keep rising, and ongoing residential development in Mountain Green, Milton/Littleton, and Morgan Valley will place more homes

and families in WUI areas, flood-adjacent corridors, and steep-slope environments. As these communities expand, additional demand on small water systems, wells, and sewer infrastructure will amplify the concerns identified in the 2022 General Plan process.

Climate trends documented in the Weber River Basin Climate Vulnerability Assessment—including long-term warming, earlier snowmelt, decreased lower-elevation snowpack, and higher evaporative demand—will continue to intensify wildfire potential, flood volatility, drought severity, and heat-related health concerns. Increased frequency of smoke events and poor air quality days will disproportionately affect children and older adults, who make up nearly 38% of the unincorporated population.

Aging infrastructure and geologic conditions will also influence long-term vulnerability. Homes built on expansive or collapsible soils may see increasing foundation and pavement damage as drought cycles, freeze–thaw events, and minor flood episodes accumulate over time. Transportation corridors—particularly I-84, canyon roads, and local collectors—will face higher stress from storm events, wildfire evacuation demands, and increasing traffic volumes. Water and power systems may become increasingly strained as demand rises and climatic conditions shift.

Capability Assessment

Morgan County (unincorporated areas)'s mitigation and resilience capabilities reflect its rural governance structure, limited regulatory toolbox, and reliance on coordination with Morgan City, special service districts, state agencies, and volunteer-based emergency services. The County manages zoning, subdivision, and development review for the unincorporated area; oversees emergency management; and maintains critical infrastructure such as roads and drainage systems, while depending on interlocal coordination and external service providers to address wildfire protection, floodplain management, and emergency response capacity in dispersed communities.

Planning and Regulatory

Table 52 summarizes planning and regulatory capabilities for this planning area.

Table 52: Morgan County (unincorporated areas) Planning Capabilities

Plan/Document	Purpose and Relevance to Hazard Mitigation
Morgan County Local Hazard Mitigation Plan Update (in progress)	The 2025 update includes dedicated annexes for participating jurisdictions and special districts. The update process has expanded stakeholder engagement and includes enhanced hazard modeling and capability assessment findings.
Morgan County General Plan (2022 Update)	Although applicable primarily inside city boundaries, policies on transportation, stormwater, and growth influence shared access routes and infrastructure relied upon by unincorporated residents, particularly

Plan/Document	Purpose and Relevance to Hazard Mitigation
	along the I-84 corridor, shared bridges, and regional utility systems serving Mountain Green and Morgan Valley.
Morgan City General Plan Update	Although applicable primarily inside city boundaries, policies on transportation, stormwater, and growth influence shared access routes and infrastructure relied upon by unincorporated residents.
Emergency Operations Plan (County)	Coordinates response across law enforcement, emergency medical services, fire districts, public works, and the Emergency Manager. While operational in nature, it informs mitigation priorities related to evacuation, sheltering, and protection of lifelines, and supports FEMA's emphasis on linking mitigation actions to continuity of operations and post-disaster recovery planning.

Table 53 summarizes regulatory capabilities for this planning area.

Table 53: Morgan County (unincorporated areas) Regulatory Capabilities

Policy/Code Name	Code Number (if Applicable)	Year	Purpose and Relevance to Hazard Mitigation
Morgan County Zoning Ordinance		Current	Regulates development standards, geologic hazard requirements, and hillside development. The capability assessment identifies the need for modernization to better address wildfire, flood risk, and steep-slope development.
Subdivision Ordinance		Current	Governs subdivision layout, access, drainage, and infrastructure. The County notes gaps in its effectiveness in reducing hazard exposure, particularly regarding wildfire and stormwater design.
Floodplain Ordinance		Current	Minimum National Flood Insurance Program (NFIP)-compliant ordinance; used primarily to demonstrate buildable area but currently insufficient for reducing flood risk. Enhancements are needed to address updated flood modeling.
Building Code		2021	State-mandated building codes based on the 2021 International Building Code (IBC) and 2021 International Residential Code (IRC) have been adopted. The County reports that current enforcement capacity does not fully reduce hazard impacts, particularly for seismic, wind, and wildfire-related construction, due to limited staffing

Policy/Code Name	Code Number (if Applicable)	Year	Purpose and Relevance to Hazard Mitigation
			and reliance on contracted inspection services in the unincorporated area.
Geologic Hazard Requirements		Current	Provides restrictions or additional review for development in areas with landslide, erosion, or slope hazards. No dedicated wildfire-specific development or defensible-space standards are currently codified, creating an opportunity for regulatory enhancement.

Administrative and Technical

Table 54 summarizes administrative capabilities for this planning area.

Table 54: Morgan County (unincorporated areas) Administrative Capabilities

Agency/Organization	Sector	Role in Hazard Mitigation and Resilience
Morgan County Commission and Community Development	Governance/ Planning	Oversees zoning, subdivision, and development review; implements General Plan policies; and integrates risk data into future land-use decisions.
Morgan County Emergency Manager	Emergency Management	Coordinates hazard planning, response capabilities, training, public outreach, and Federal Emergency Management Agency (FEMA) mitigation grant participation, including coordination with Local Emergency Planning Committee (LEPC) partners and regional response agencies.
County Public Works and Roads	Infrastructure	Maintains County roads, drainage systems, snow removal, and culverts; critical for mitigation involving access/egress, stormwater, and slope stabilization.
Morgan County Fire and Mountain Green Fire Protection District	Fire/Emergency Medical Services (EMS)	Volunteer and part-time fire services covering large wildland–urban interface (WUI) areas; central to wildfire mitigation, defensible-space education, and post-fire flood risk management.
GIS Department	Technical/Data	Provides hazard mapping, parcel data, and land-use layers; supports risk assessment and development review.
Partnerships with Weber Basin Water Conservancy District,	Water/Local Government	Supports dam-safety information, drought planning, flood risk assessment, and multi-agency hazard coordination.

Agency/Organization	Sector	Role in Hazard Mitigation and Resilience
Morgan City, and State Agencies		

Table 55 summarizes technical capabilities for this planning area.

Table 55: Morgan County (unincorporated areas) Technical Capabilities

Capability	Role in Hazard Mitigation and Resilience
Geographic information system (GIS) and hazard-data access	County GIS supports mapping of wildfire, flood, landslide, and seismic hazards for land-use review and project planning.
Engineering and planning staff	Provide development review, geologic hazard evaluation, building code enforcement, and drainage problem-solving.
Grant-writing capacity (limited)	County has applied for Building Resilient Infrastructure and Communities (BRIC) funding previously but reported constraints in staffing and capacity for complex applications. In 2025, the County hired a dedicated grant-writing staff member to support all departments, improving capacity to pursue Federal Emergency Management (FEMA), state, and infrastructure resilience funding.
Emergency services training	Fire and Emergency Medical Services (EMS) agencies maintain basic wildfire, structure-fire, and emergency medical training; would benefit from expanded wildland–urban interface (WUI) and evacuation training.
Public communication systems	Website, public meetings, and social-media channels are used, but the County reports a need for more structured, recurring hazard-education programs, particularly for wildfire evacuation, flood risk, and winter-storm preparedness in unincorporated communities.

Financial

Table 56 summarizes financial capabilities for this planning area.

Table 56: Morgan County (unincorporated areas) Financial Capabilities[167]

Funding Source	Type	Purpose and Relevance to Hazard Mitigation
General Fund and Capital Improvement Program	Pre-Disaster	Funds routine infrastructure upgrades, culvert replacements, slope stabilization, and facility improvements—many of which can include hazard-mitigation components.
Impact Fees and Utility Fees	Pre-Disaster	Used for water, sewer, and transportation improvements; relevant for addressing capacity constraints in growth areas.
FEMA Mitigation Programs (HMGP, FMA)	Pre-/Post-Disaster	County is eligible through its adopted HMP. Previous BRIC submissions indicate growing capacity to pursue mitigation funding.
CDBG and NRCS/ USACE Programs	Pre-/Post-Disaster	Underutilized funding sources identified in the capability assessment; could support drainage improvements, fire-fuel reduction, or slope-stability projects.
Public Assistance (406 Mitigation)	Post-Disaster	Available following federally declared incidents for resilient rebuilding of damaged infrastructure.

Education and Awareness

Table 57 summarizes education and awareness capabilities for this planning area.

Table 57: Morgan County (unincorporated areas) Education and Awareness Capabilities

Capability	Lead Organization	Description
Public safety and emergency preparedness messaging	Morgan County Emergency Management	Provides hazard information through online channels, community meetings, and seasonal announcements; would benefit from expanded outreach.
Fire-prevention and WUI education	Morgan County Fire/Mountain Green Fire Protection District	Morgan County Fire and Mountain Green Fire Protection District offer outreach on defensible space, wildfire prevention, and burn permits; limited by volunteer capacity. These agencies actively utilize social media

[167] FEMA: Federal Emergency Management Agency, HMGP: Hazard Mitigation Grant Program, FMA: Flood Mitigation Assistance, HMP: Hazard Mitigation Plan, BRIC: Building Resilient Infrastructure and Communities, CDBG: Community Development Block Grant, NRCS: Natural Resources Conservation Service, USACE: U.S. Army Corps of Engineers.

Capability	Lead Organization	Description
		platforms, including Facebook and Instagram, to share fire-prevention messaging and emergency information.
Land-use and development review education	Community Development	Communicates requirements related to geologic hazards, subdivision standards, and site review; integrates hazard-mapping resources into project review.
Coordination with regional agencies	Morgan County, Weber Basin Water Conservancy District	Shares flood, drought, and dam safety information with residents and developers.

National Flood Insurance Program Status

Table 58 summarizes National Flood Insurance Program (NFIP) status for this planning area.

Table 58: Morgan County (unincorporated areas) NFIP Status[168]

CID	Community Name	County	Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Regular–Emergency Program Entry Date
490092B	Morgan County (unincorporated areas)	Morgan County	10/18/1974	09/28/1990	12/07/2017	09/28/1990

- **Flood Zones:** Morgan County (unincorporated areas) participates in the NFIP and has mapped SFHAs along the Weber River, East Canyon Creek, and their associated tributaries, based on the most recent FEMA Flood Insurance Rate Maps (FIRMs) that became effective December 7, 2017[169]. Risk assessments indicate that 2,529 properties (32.2%) countywide have some degree of flood exposure, highlighting the importance of the NFIP in supporting flood-resilient development.
- **Floodplain Management Regulations and Compliance:** Morgan County administers a Flood Damage Prevention Ordinance and reviews all development proposed within mapped floodplains. The existing ordinance is NFIP-compliant but is primarily used to identify buildable areas rather than fully reducing flood risk, indicating a need for updated standards and enforcement capacity. County planning, engineering, and building staff implement NFIP provisions and coordinate with landowners and developers to ensure compliance.
- **Adoption of NFIP Criteria:** As an NFIP-participating jurisdiction, Morgan County enforces minimum federal floodplain standards, including elevation, design, and construction requirements for structures

[168] CID: Community Identification Number, FHBM: Flood Hazard Boundary Map, FIRM: Flood Insurance Rate Map, NFIP: National Flood Insurance Program.
[169] Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map, Morgan County, Utah (CID 490092B), Effective December 7, 2017, https://msc.fema.gov.

built or substantially improved in SFHAs. These requirements apply to residential, commercial, and agricultural development within the unincorporated area.

- **Implementation Oversight:** NFIP implementation is carried out by Morgan County's Floodplain Administrator—identified as part of the Planning and Community Development team—who coordinates with engineering and building officials on permit reviews. Oversight includes reviewing elevation certificates, enforcing development standards, and ensuring post-disaster compliance when flood-related damage occurs.
- **Substantial Improvement/Substantial Damage (SI/SD) Provisions:** SI/SD determinations for structures in Morgan County (unincorporated areas) are made by Morgan County's Planning Department as part of its NFIP regulatory responsibilities including through the permitting review process. Structures meeting SI/SD thresholds must be brought into compliance with current NFIP standards, including elevation or floodproofing as applicable.
- **Repetitive Loss (RL) and Severe Repetitive Loss (SRL) Properties:** As of the most recent statewide NFIP review, Morgan County has two Repetitive Loss (RL) properties. Based on available NFIP documentation, both properties are classified as residential structures. Neither is identified as a public facility or critical infrastructure asset within the unincorporated area. No Severe Repetitive Loss (SRL) properties have been identified in reviewed NFIP records.
- **Community Rating System (CRS) Participation:** Morgan County is not currently a CRS-participating community, meaning residents and property owners do not receive CRS-related NFIP premium discounts. Future participation could yield insurance savings and support mitigation projects through CRS credit activities.
- **Regional Coordination:** The County benefits from regional flood-mapping and watershed initiatives led by FEMA and the Weber Basin Water Conservancy District. Updated watershed-scale maps for the Weber River, East Canyon Creek, and Cottonwood Creek—funded and prepared in previous FEMA mapping cycles—inform local regulatory reviews and hazard mitigation strategies.

Opportunities for Improvement

Table 59 identifies opportunities for improvement for this planning area.

Table 59: Morgan County (unincorporated areas) Opportunities for Improvement

Opportunity Type	Description	Lead Organization
Planning and Regulatory	Update and expand the County's floodplain ordinance to better reflect new modeling and to strengthen standards for development in riverine and alluvial-fan areas; incorporate updated flood data into subdivision and site-review requirements. Develop a Community Wildfire Protection Plan (CWPP) to strengthen wildfire mitigation and land-use coordination in WUI areas.	Morgan County Community Development and Floodplain Administrator
Administrative and Technical	Improve NFIP administration capacity by providing staff training on SI/SD determinations, elevation certificate review, and FEMA floodplain standards; strengthen documentation and compliance processes.	Morgan County Planning, Engineering, and Building Departments
Financial	Pursue FEMA Hazard Mitigation Assistance (FMA, HMGP) to fund culvert upgrades, channel improvements, or buyouts/elevations in RL areas; leverage underused funding sources identified in the capability assessment.	Morgan County Emergency Management and Community Development
Education and Awareness	Expand outreach to property owners in SFHAs regarding flood insurance requirements, mitigation options, and evacuation planning; provide updated FIRM maps and risk information through the County website and public workshops.	Morgan County Emergency Management
NFIP	Establish a requirement within County development-review procedures to consult updated FIRMs prior to issuing permits in or near the Weber River and creek corridors; improve coordination between planning, engineering, and fire districts during site review.	Morgan County Floodplain Administrator, Planning and Engineering

Mitigation Strategy

Status of Prior Actions

Table 60 summarizes the status of prior mitigation actions for this planning area.

Table 60: Morgan County (unincorporated areas) Mitigation Actions Status Updates

Hazard	Mitigation Action Item	Current Status
Avalanche	Increase knowledge among city and County Emergency Managers.	In process. Part of day-to-day operations. No longer relevant
Avalanche	Purchase avalanche-risk-area lands or require buffers when developing infrastructure such as roads or buildings.	In process. No longer relevant
Avalanche	Plant trees and other vegetation to reduce impact the of avalanches.	In process. No longer relevant
Avalanche	Develop an avalanche code or regulation prohibiting or limiting structures in known avalanche zones.	In process. No longer relevant
Dam Failure	Work with the Utah Division of Water Rights and dam companies to bring deficient high-hazard dams up to current industry standards.	Completed.
Dam Failure	Work with the Utah Division of Water Rights and dam companies to update dam emergency action plans.	In process No longer relevant
Dam Failure	Work with the Utah Division of Water Rights and dam companies to install a dam-monitoring system.	Dam monitoring system is in place through DOR. Additionally, the County coordinates with Weber Basin. No longer relevant
Dam Failure	Relocate government-owned facilities located near high-risk dam failures.	No current government buildings are near high-risk dams, county building and fire department are inside the floodplain though. No longer relevant
Dam Failure	Develop ordinances to prohibit or limit critical facilities and/or structures in dam inundation areas.	In process. No longer relevant
Drought	Update and adopt drought ordinances.	Plans to do so within the next year. No longer relevant

Hazard	Mitigation Action Item	Current Status
Drought	Enforce codes, ordinances, statutes, and laws that promote drought resiliency and water conservation practices.	In process. Code Enforcement is actively enforcing current codes related to this. No longer relevant
Drought	Educate residents on water-saving techniques.	Ongoing. Flyers and social media posts sent out annually. No longer relevant
Drought	Educate the agricultural sector on soil and water-saving practices.	In Process. Plan in process to provide this education. No longer relevant
Drought	Educate decision-makers and government employees on water-saving techniques.	Completed once in the last 5 years. Plans in place to make this an annual training. No longer relevant
Drought	Retrofit water-supply systems to handle current and new growth.	Plans in place, implementation to proceed within the next 1-2 years. No longer relevant
Drought	Expand and improve existing potable-water systems.	No progress since 2021. No longer relevant
Drought	Designate and/or preserve adequate source-water protection zones or groundwater-recharge areas.	No progress on this action. Keep
Earthquakes	Conduct building safety inspections.	Done. Plans in place to make this an ongoing process. No longer relevant
Earthquakes	Conduct outreach to builders, architects, engineers, and inspectors.	In process. No longer relevant
Earthquakes	Establish a "green infrastructure" program to link, manage, and expand existing parks, preserves, and greenways.	No progress yet. No longer relevant
Earthquakes	Develop and/or review or adopt a model earthquake hazard ordinance.	No progress yet. No longer relevant
Earthquakes	Building code adoption and enforcement.	In process. No longer relevant
Earthquakes	Local planning such as critical facilities planning, financial incentives, creating a safety committee, emergency planning, etc.	Emergency planning ongoing. Plans to create a safety committee and identify financial incentives.
Earthquakes	Retrofit critical facilities and infrastructure to withstand earthquakes.	No progress. Keep
Earthquakes	Retrofit or rebuild County/ essential buildings and infrastructure to help reduce any potential risk of an earthquake severely incapacitating emergency response and/or access into/outside/within the County. This	No progress. Elected officials are aware of the need to retrofit/replace the Morgan County Fire Station and County Building, plans to do so within

Hazard	Mitigation Action Item	Current Status
	applies to earthquakes, but also can be beneficial in the event of a different natural disaster or domestic terrorism threat. This should be a standard practice and would be for the immediate benefit of Morgan County and its residents, tourists, and other customers.	the next 5 years. Funding sources are being sought to assist with this. Keep
Flood	Foster coordination and partnerships (e.g., develop stormwater committee, regional watershed council, local councils, etc.)	Regional watershed council in place. Plans to develop a stormwater No longer relevant committee.
Flood	Conduct stormwater management planning.	In progress. No longer relevant
Flood	Elevate or retrofit facilities and infrastructure.	No progress.
Flood	Protect infrastructure such as roads, bridges, wastewater treatment, etc.	Several culverts have been placed/replaced/retrofitted to improve drainage and protect infrastructure. More work to be done.
Flood	Improve stormwater drainage capacity.	Some improvements have been made in the Highlands in Mtn Green as well as along Morgan Valley Drive. More improvements needed.
Flood	Conduct regular maintenance for drainage systems and flood control measures.	In Process. Currently part of day-to-day operations. No longer relevant
Flood	Protect and restore natural flood mitigation features through natural greenway protection and restoration.	No progress yet No longer relevant
Flood	Review and/or develop codes, ordinances, and policies.	Review of current codes/ordinances completed with goal of annual or every other year reviews going forward. Keep
Flood	Adopt and enforce building codes and development standards.	Codes have been adopted. Plans to enforce them are in process. Keep
Flood	Preserve floodplains and open space through ordinances, land purchase, conservation easements, etc.	Limited progress made, more needed. Keep
Landslides	Implement monitoring mechanisms/procedures (i.e., visual inspection or electronic monitoring systems).	Plans to implement of schedule for visual monitoring; not yet completed. Keep
Landslides	Install catch-fall nets for rocks at steep slopes near roadways.	No progress. No longer relevant

Hazard	Mitigation Action Item	Current Status
Landslides	Use debris-flow measures that may reduce damage in sloping areas such as stabilization, energy dissipation, and flow-control measures.	No progress No longer relevant
Landslides	Locate and/or relocate utilities outside of landslide areas to decrease the risk of service disruption.	In progress. No longer relevant
Landslides	Retrofit power, water, and sewer infrastructure.	Some progress made. Power retrofit done 2022, water and sewer ongoing. No longer relevant
Problem Soils	Develop a code or regulation prohibiting or limiting structures in known problem-soil areas.	No progress. Keep
Problem Soils	Require geotechnical study to determine risk to structures in various geographic areas.	Not yet required but suggested. Plan to move towards making this a requirement throughout the next few years. Keep
Problem Soils	Restrict development in areas with soil that is considered poor or unsuitable for development.	No progress. Keep
Problem Soils	Retrofit or remove existing structures from problem-soil areas.	No progress. No longer relevant
Radon	Review and/or develop codes, ordinances, and policies.	No progress. No longer relevant
Radon	Require testing at existing facilities and homes during and/or immediately after construction.	In progress. Ongoing efforts. Keep
Radon	Develop radon-prevention standards and regulations for new housing, including installation of ventilation systems in high-hazard areas.	In progress. Ongoing efforts. No longer relevant
Radon	Encourage homeowners to test for radon.	In progress. This is done through annual flyers and social media messaging. Keep
Radon	Encourage homeowners to install radon systems in their homes.	In progress. Ongoing efforts. Keep
Severe Weather	Provide weather-related information through print, broadcast, and social media.	Morgan City has a text alert system in place currently which is utilized to update residents. The county utilized Everbridge for serious alerting needs.

Hazard	Mitigation Action Item	Current Status
		Information is also posted to County social media sites. No longer relevant
Severe Weather	Retrofit public buildings and critical facilities/ infrastructure.	Not yet started. Remodel of County Library scheduled to be completed this spring to strengthen it to withstand severe weather better. No longer relevant
Severe Weather	Ensure all essential infrastructure buildings (police, fire, utilities, etc.) serve as prime examples in the County and the state for disaster mitigation best practices and function not only as disaster-resistant structures, but also as places for the community to see how best practices can enhance public services.	Plans in place to do so, no progress currently made. Outside funding sources are being researched to make these repairs, confirm technical feasibility, etc. No longer relevant
Severe Weather	Use natural environmental features as wind buffers in site design.	In progress. No longer relevant
Tornadoes	Require wind-resistant building techniques.	Remove from plan. Tornadoes have not been an issue in Morgan County due to the surrounding mountains. No longer relevant
Tornadoes	Develop infrastructure improvements to reduce risks from sustained wind events. Tornadoes are unlikely in this valley, but downslope winds are more realistic, so it would be helpful to have essential infrastructure in place to reduce accessibility problems should another event occur.	In progress. No longer relevant
Wildfire	Develop wildfire and/or wildland–urban interface (WUI) codes or regulations prohibiting or limiting structures in known wildfire-risk areas.	Current regulations in place with better ones currently being worked on that specifically take into account State guidance from HB 48. No longer relevant
Wildfire	Ensure newly constructed government-owned facilities are code-compliant for wildfire hazards, and promote the use of enhanced wildfire mitigation practices.	No government owned facilities have been built in WUI land in the last 5 years. Any buildings in these areas going forward will be code compliant with enhanced wildfire mitigation practices. No longer relevant
Wildfire	Develop a community wildfire preparedness plan.	In process. Keep

Hazard	Mitigation Action Item	Current Status
Wildfire	Include consideration of wildfire hazards in land-use, public-safety, and other processes.	In process. Part of day-to-day operations. No longer relevant
Wildfire	Use zoning and/or a special wildfire overlay district to designate high-risk areas and specify the conditions for the use and development of specific areas.	Currently ongoing with hopes of the newest regulations being approved by resolution by the Commission within the next month. No longer relevant
Wildfire	Promote conservation of open space or wildland–urban boundary zones to separate developed areas from high-hazard areas.	In progress. Identifying opportunities to implement this. No longer relevant
Wildfire	Participate in the Firewise Program.	In progress. Ongoing activity as the County currently participates. Keep
Wildfire	Mitigate against post-wildfire flooding via structural projects in drainage areas.	No progress yet, plans are in place once funding becomes available. Keep
Wildfire	Implement a fuels-management program.	In process with a 2026 estimated timeline. No longer relevant
Wildfire	Mandate that wildfire planning be incorporated into development and land-use planning.	In process for implementation spring 2026. No longer relevant
Wildfire	Address density and quantity of development as well as emergency access, landscaping, and water supply.	Current regulations in place with better ones currently being worked on that specifically take into account State guidance from HB 48. No longer relevant
Wildfire	Educate property owners about wildfire-mitigation techniques.	No government owned facilities have been built in WUI land in the last 5 years. Any buildings in these areas going forward will be code compliant with enhanced wildfire mitigation practices. No longer relevant
Wildfire	Establish structural and defensible space requirements.	In process. Keep

THIS PAGE INTENTIONALLY LEFT BLANK

2026 Mitigation Actions

Table 61 summarizes 2026 mitigation actions for this planning area. The table includes both new mitigation actions and priority actions carried forward from the 2021 HMP that remain incomplete or require continued implementation.

Table 61: 2026 Mitigation Actions for Morgan County (unincorporated areas)[170]

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
UMC-1	**Conduct Multi-Hazard Community Risk Study of At-Risk Critical Facilities ()**	Conduct hazard risk study to assess hazards affecting housing, roads, utilities, and WUI areas; integrate findings into capital planning and development review.	All Hazards	Supports compliance and long-term planning.	Inform ongoing mitigation.	EM; Community Development	Morgan County Capital Improvement funds	1-5 years	**Medium**	Yes
UMC-2	**Evacuation Communication Plan Development**	Develop a communication plan to notify residents when and how to evacuate in the event of a dam failure, and test it in collaboration with state, federal, and private partners.	Dam Failure	Dam failures are rare but could have a large impact on Morgan County residents.	Improve communication planning with partners and the public.	EM	HHPD funds; Morgan County budget	3–5 years	**Medium**	Yes

[170] EM: Emergency Management; EPA: Environmental Protection Agency; FFSL: Utah Division of Forestry, Fire & State Lands; FMA: Flood Mitigation Assistance; GIS: Geographic Information System; GP: General Plan; HHPD: High Hazard Potential Dam Program; HMGP: Hazard Mitigation Grant Program; SSD: Special Service District; UDOT: Utah Department of Transportation; WUI: Wildland–Urban Interface.

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
UMC-3	**Drought and Water System Resilience Program**	Support private water companies, SSDs, and Morgan County in evaluating drought vulnerabilities; upgrade wells, storage, and interconnections where feasible.	Drought	The County received 33 GP comments noting limited water capacity and rising demand in west-County areas.	Ensure long-term water reliability.	County EM; Water Providers	Utah Board of Water Resources Project Funding	3–5 yrs	**Medium-High**	Yes
UMC-4	**Backup Power for Community Critical Facilities**	Install generators or battery storage at critical infrastructure (fire stations, County offices, library, water system facilities) to maintain continuity during outages.	Earthquake, Extreme Cold, Snowstorm	Winter storms cause outages; residents rely on essential facilities for heating and communications.	Maintain essential services.	Emergency Management	HMGP; Morgan County capital funds	3–5 yrs	**Medium**	Yes
UMC-5	**Critical Facility Seismic Retrofit Assessment**	Conduct structural vulnerability assessments of County-owned critical facilities (Fire Station, County Building, Library) and develop phased retrofit or replacement plan.	Earthquake	Older facilities and pre-1987 buildings are vulnerable to strong ground shaking.	Maintain emergency response continuity after major seismic event.	County Commission; Public Works	HMGP; Morgan County Capital funds	3–5 years	**High**	Yes
UMC-6	**Steep-Slope and Landslide Hazard**	Update geologic hazard maps using state data; incorporate	Erosion, Landslide	Steep terrain with unconsolidated soils; risk	Avoid placing new	Community Development; GIS	HMGP; State Geologic Hazards Fund	1–2 yrs	**Medium-High**	Yes

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
	Mapping and Development Controls	constraints into subdivision review and permit processes for Mountain Green and Highland areas.		increases post-wildfire.	development in unstable areas.					
UMC-7	**Flood Mitigation and Drainage Upgrades for High-Risk Corridors**	Assess and upgrade culverts, storm drains, and roadside ditches to reduce pluvial and riverine flooding.	Flood, Erosion	About a third (32.2%) of County properties are at risk from flooding, and public concern about drainage was documented in 2022 GP engagement.	Reduce road closures; prevent property damage.	County Roads; Engineering	FMA; HMGP; Morgan County capital funds	3–5 yrs	**High**	Yes
UMC-8	**Floodplain Ordinance Modernization**	Update the Flood Damage Prevention Ordinance to incorporate updated modeling, higher standards where feasible, and improved enforcement procedures.	Flood	Existing ordinance is NFIP-compliant but primarily identifies buildable area rather than reducing risk.	Reduce future flood exposure and strengthen NFIP implementatio n.	Community Development; Floodplain Administrator	Morgan County capital funds ; FMA	1–2 years	**High**	Yes
UMC-9	**Structural Reinforcement of Critical Facilities**	Reinforce roofs and windows of critical facilities to withstand impacts from hailstorms and high	Hail, High Wind	Most of Morgan County is vulnerable to hail greater than 2 inches in diameter	Reduce property damage and maintain emergency	EM; Police; Fire Department	HMGP; Morgan County capital funds	3–5 years	**Medium**	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		wind. This includes items such as reinforced glass, stronger roofing materials, and proper sealing and weatherproofing of existing structures.		and winds over 100 mph.	services during storms.					
UMC-10	**Countywide Geotechnical Study and Problem Soils Mapping Project to Develop Problem Soils Ordinances**	Initiate a geotechnical study to determine risk to structures in various geographic areas. Create and maintain updated mapping of expansive soils, collapsible soils, and subsidence-prone areas across the County. Develop ordinances to control development in high risk areas.	Problem Soils	Problem soils, particularly expansive soils, exist throughout the County.	Improve knowledge of problem soils that could disrupt buildings or roads.	Public Works	HMGP; Morgan County capital funds	3–5 years	**Medium**	No
UMC-11	**Countywide Radon Outreach and Testing Program**	Provide radon testing kits, community workshops, and mitigation guidance in areas with elevated radon potential.	Radon	The County is in EPA Zone 2, and many older homes have elevated basements that increase radon exposure risk.	Reduce long-term cancer risk.	County Health; EM	EPA State Indoor Radon Grants	1–2 yrs	**Medium**	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
UMC-12	**Updated Countywide Wildfire and WUI Development Standards**	Develop and adopt WUI-specific subdivision, access, landscaping, and construction standards for high-risk areas (e.g., Mountain Green, Milton/Littleton, Porterville), incorporating defensible space, roadway width, and fire-resistant materials.	Wildfire	Nearly all properties (99%) have wildfire exposure, and steep slopes and single-access subdivisions increase risk.	Reduce ignition pathways; improve evacuation safety.	Community Development; County Fire	Utah FFSL grants-Wildland-Urban Interface Prevention, Preparedness, and Mitigation Fund (WUIPPM)-	1–2 yrs	**High**	No
UMC-13	**Wildfire Fuel Reduction and Post-Fire Flood Mitigation in Priority Drainages**	Conduct fuel reduction treatments (thinning, mastication, prescribed fire) in high-risk drainages; implement post-fire flood mitigation where needed (e.g., debris basins, channel armoring).	Wildfire, Flood	Steep drainages above Mountain Green, Peterson, and Croydon are prone to post-fire debris flows.	Reduce burn-severity risk and mitigate post-fire debris flows affecting downstream homes.	County Fire; EM	Utah FFSL-Wildland-Urban Interface Prevention, Preparedness, and Mitigation Fund (WUIPPM)-; HMGP	3–5 yrs	**Medium**	No
UMC-14	**Community Wildfire Protection Plan (CWPP)**	Finalize and implement a Countywide CWPP addressing defensible	Wildfire	Rapid growth in Mountain Green and west-side WUI areas	Reduce structure ignition risk and improve	EM; Fire Districts;	HMGP; State FFSL grants-Wildland-Urban	1–2 years	**High**	Yes

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
	Completion and Implementation	space, fuels reduction, evacuation planning, and development standards in WUI areas.		increases structure exposure and evacuation constraints.	coordinated wildfire response.	Community Development	Interface Prevention, Preparedness, and Mitigation Fund (WUIPPM)			
UMC-15	**Development of an Evacuation Communication Plan**	Develop and test a countywide evacuation communication plan for dam failure and other fast-onset hazards, coordinating with state, federal, and private dam owners; integrate GIS-based alert zones and notification methods.	Dam Failure	Dam failures are rare but could have catastrophic downstream impacts, particularly in Mountain Green, Croydon, and canyon corridors.	Improve public warning, evacuation timing, and interagency coordination.	Emergency Management	HMGP; Morgan County local budget allocations	3–5 yrs	**Medium**	No
UMC-16	**Dam Failure Inundation Mapping and Emergency Action Coordination**	Coordinate with Utah Division of Water Resources and dam owners to update or refine dam inundation mapping for unincorporated areas; integrate results into emergency planning, land-use review, and public awareness materials.	Dam Failure	There is limited public understanding of inundation areas and the extent downstream exposure.	Reduce life-safety risk and improve preparedness.	Emergency Management; Community Development	HMGP; Utah Division of Water Resources and the Board of Water Resources state dam safety funds	3–5 yrs	**Medium**	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
UMC-17	**Avalanche Hazard Awareness and Transportation Coordination Program**	Coordinate before and during winter season with UDOT, recreation partners, and emergency responders to improve avalanche awareness, signage, seasonal road management, and response planning in canyon corridors (East Canyon, Lost Creek, Upper Weber Canyon).	Avalanche	Recreationists and canyon transportation routes are exposed to significant avalanche hazards during winter conditions.	Reduce injuries, fatalities, and access disruptions.	Emergency Management; County Roads	Statewide Transportation Improvement Program (STIP)-UDOT ; Morgan County local budget allocations	1–2 yrs	**Low–Medium**	No

THIS PAGE INTENTIONALLY LEFT BLANK

Mitigation Actions Implementation and Monitoring

Morgan County (unincorporated areas) will implement and track mitigation actions through coordination among Morgan County Emergency Management, Community Development, County Roads and Engineering, and relevant special service districts. The Emergency Manager will maintain a mitigation-action tracking sheet that documents the following:

- Annual progress and measurable milestones
- Engineering studies completed
- Grants submitted (HMGP, FMA, FFSL, etc.)
- Design and construction phases
- Integration with capital-improvement planning

Progress will be reviewed internally each year, with updates provided to the Morgan County Commission and incorporated into countywide HMP monitoring requirements. The County will also coordinate with Morgan City, Mountain Green Special Service Districts (SSDs), Weber Basin Water Conservancy District, and state agencies to ensure alignment across jurisdictions, particularly for projects affecting shared evacuation routes, water systems, or flood corridors.

Plan Integration

Status of Prior Plan Integration

The 2021 Plan was not integrated other County planning, capital, or operational documents applicable to Morgan County (unincorporated areas).

Future Plan Integration Methodology

Morgan County (unincorporated areas) will use this annex to formally integrate hazard mitigation into County planning, land-use decision-making, and infrastructure development. Integration will occur through the following mechanisms:

- **Integration with Capital Improvement Planning (CIP):** County CIP processes will incorporate mitigation needs such as drainage upgrades, culvert replacement, steep-slope stabilization, road/egress improvements, and critical-facility backup power. Prioritization will be informed by updated flood and wildfire data, the new hazard ranking, and community-identified infrastructure concerns.
- **Incorporation into Budgeting and Grant Development:** The County will evaluate opportunities to align local funds with FEMA Hazard Mitigation Assistance (HMGP, BRIC, FMA), Utah forestry and

watershed grants, and other state and federal resources. Identification of at least one shovel-ready mitigation project has been identified as a key priority in the capability assessment.

In addition to the above planning mechanisms, the County will seek to integrate the plan and plan actions into routine procedures and processes such as:

- **Alignment with Land-Use and Development Review Processes:** The Community Development Department will incorporate hazard-layer review—including wildfire exposure (99% of properties), flood risk (2,529 properties), landslide susceptibility, and steep-slope constraints—into zoning, subdivision, and site-plan reviews. This will improve alignment between mitigation priorities and growth management policies identified in the 2022 General Plan.
- **Coordination with Emergency Response and Operational Plans:** The Emergency Operations Plan and departmental response procedures will integrate hazard-specific findings—such as evacuation constraints in Mountain Green, canyon-route vulnerabilities, and post-wildfire flood risks. Annual emergency-management training and coordination meetings will ensure alignment across law enforcement, fire, EMS, roads, and water providers.
- **Cross-Jurisdictional Coordination:** Morgan County will coordinate with Morgan City, Weber Basin Water Conservancy District, Mountain Green SSDs, and federal/state partners to ensure consistency among infrastructure decisions, floodplain regulations, WUI standards, and watershed projects across shared service areas and hazard zones.
- **Staff Development and Hazard-Specific Training:** Training will include NFIP requirements, SI/SD determinations, wildfire/WUI development standards, geologic hazard review, and post-fire flood/erosion management. Capability assessments show that additional staff training will improve plan implementation.

Plan Maintenance

Morgan County will maintain this annex and the associated mitigation-action tracking framework through coordinated responsibility among Emergency Management, Community Development, County Roads and Engineering, and participating special service districts. The Emergency Manager will be responsible for ensuring that mitigation actions, capability updates, and hazard data are reviewed regularly and that relevant changes are incorporated into County planning and operational documents. Administrative maintenance will include documenting completed actions, updating responsible parties as staffing or organizational roles change, and ensuring continued eligibility for FEMA mitigation funding through plan adoption and implementation.

Continued Public Involvement

Morgan County will maintain multiple opportunities for resident involvement throughout the mitigation-planning cycle. Public engagement will include the following:

- Posting plan updates, action progress, and annual review summaries on the County website

- Sharing relevant mitigation information through public meetings, Commission agendas, and community newsletters
- Making draft updates available for public comment before the next LHMP revision
- Inviting residents—particularly those in high-growth or high-risk areas (Mountain Green, Milton, Porterville, canyon corridors)—to participate in surveys and workshops on wildfire, flood, drought, and evacuation issues
- Incorporating feedback from General Plan engagement processes into ongoing hazard-mitigation reviews

These practices reflect documented public interest in water supply, transportation capacity, and development in hazard-prone areas.

Monitoring, Evaluating, and Updating the Plan

Morgan County Emergency Management will convene at least one annual review of mitigation action progress, which will document the following:

- Action status (completed, in progress, delayed, not started)
- Changes in hazard conditions (e.g., updated FEMA maps, new climate data, wildfire events)
- Changes in population or development patterns that increase vulnerability
- New capability-assessment findings
- Opportunities for grant applications or partnership projects
- Recommended updates to development standards or CIP priorities

A full annex update will occur during the next five-year LHMP update cycle, consistent with FEMA requirements. Early updates may occur if hazard conditions change significantly—such as major flooding, a damaging wildfire, adoption of new FEMA FIRMs, or substantial changes in development patterns or County governance.

THIS PAGE INTENTIONALLY LEFT BLANK

Morgan City Annex

Introduction

Morgan City is the largest city in the County, with a current population of 4,652,[171] representing an increase of approximately 14.3% since the 2020 Census decennial population count of 4,071 people.[172] Located in a valley with steep slopes rising to the north and east of the City, the terrain transitions from a high point of nearly 6,400 feet in the foothills of Durst Mountain that border the north end of the City, to approximately 5,200 feet at the base of the foothills[173]. The land then slopes gently toward the Weber River and East Canyon Creek, where elevations approach 5,060 feet. The majority of the City is relatively flat or gently sloping, containing views of the surrounding mountains, while the slopes in the foothills exceed 30% in most areas, which is considered undevelopable (see Figure 73).

	MORGAN CITY	MORGAN COUNTY	STATE OF UTAH
Average Annual Growth	1.00%	2.65%	1.66%
Total Increase	384	2,826	496,284
% of Increase	13.59% (of County)	0.6% (of State)	

Source: U.S. Census Population Estimates

Figure 73: Morgan City Population Statistics 2010–2020[174]

The abundant natural resources that help establish the unique character of the City also require careful planning to ensure the integrity of those features is maintained, and to avoid problems with future development. Maintaining the community character of Morgan is one of the top priorities for City and County residents, and the preservation of agricultural lands and natural open space is key to achieving

[171] Worldpopulationreview.com, "Morgan City Utah," 2025, https://worldpopulationreview.com/us-cities/utah/morgan.
[172] U.S. Census Bureau, "Morgan City, Utah," 2025, https://data.census.gov/profile/Morgan_city,_Utah?g=160XX00US4951910.
[173] U.S. Geological Survey (USGS), National Elevation Dataset (NED), Morgan City Quadrangle, 2023, https://www.usgs.gov/core-science-systems/ngp/3dep).
[174] Morganutah.gov, "Morgan City General Plan 2024," 2024, https://www.morganutah.gov/planning.

this goal. Public feedback from the 2024 General Plan survey of Morgan City residents indicated a need to work with the community to develop more respectful riparian land-use policies, use agriculture to help reduce wildfire hazards in open spaces, maintain the Greenbelt designation, and update water and wastewater systems to accommodate growth and development.[175]

Critical Infrastructure and Key Resources

Morgan City's critical infrastructure and key community resources include facilities and systems that support safety, emergency response, and continuity of essential services. Key categories include: (1) transportation corridors and crossings that provide community access and emergency response routes; (2) water, wastewater, and stormwater infrastructure that support public health and flood risk reduction; (3) power and communications systems necessary for emergency communications and continuity of operations; and (4) public facilities that support administration, emergency coordination, and community services.

These assets may be impacted directly by hazard events (e.g., physical damage, service disruption) and indirectly through access constraints, cascading utility failures, or extended recovery timelines. Morgan City will coordinate with asset owners and internal departments to document critical assets, identify hazard-related vulnerabilities, and prioritize feasible mitigation measures through annual plan maintenance and capital improvement planning.

Hazard Identification

Flood, wildfire, and earthquake hazards were found to present the highest risks to human life in Morgan City. Other risks, such as erosion and problem soils, present long-term risks to water quality and agricultural interests. Table 62 identifies the natural hazards evaluated for this planning area and indicates which hazards are applicable based on local conditions and available data.

Table 62: Hazards Identified and Exceptions for Morgan City

Hazard	Applicable	Not Applicable	Rationale for Not Including
Avalanche	X		
Dam Failure	X		
Drought	X		
Earthquake	X		
Erosion	X		
Extreme Cold	X		

[175] Morganutah.gov, "Morgan City General Plan 2024," 2024, https://www.morganutah.gov/planning.

Hazard	Applicable	Not Applicable	Rationale for Not Including
Flood	X		
Hail	X		
High Wind	X		
Landslides	X		
Problem Soils	X		
Radon	X		
Snowstorms	X		
Wildfire	X		

Vulnerability Analysis

Overall Vulnerability and Impact Summary

Vulnerability analysis in a hazard mitigation plan identifies community assets that are at risk from identified hazards. Assets can be people, structures, critical facilities and infrastructure, systems, the economy, valued activities, and natural, historic, and cultural resources, so it is important to understand how these assets can be impacted by identified hazards to support the development of mitigation actions to address those hazards.

For Morgan City, the highest-priority life-safety hazards are earthquakes (Calculated Priority Risk Index [CPRI] 3.25), radon (3.25), snowstorms (3.0), drought and problem soils (2.95), wildfire (2.9), and flood (2.75), followed by extreme cold, high wind, erosion, dam failure, landslide, avalanche, and hail. These hazards threaten city employees, residents, businesses, schools, critical facilities, and supporting lifelines (power, water, sewer, transportation, communications).

AVALANCHE

VULNERABILITIES

Avalanche risk is primarily associated with canyon corridors and nearby mountainous terrain that support recreation and regional travel. While Morgan City's developed core is not located within mapped avalanche paths, transportation corridors such as I-84 and local canyon routes that serve residents, commuters, and emergency responders may be affected. Residents who rely on these corridors for work, school, medical care, or supply access are indirectly vulnerable to prolonged closures.

IMPACTS

Avalanche events can block highway and canyon travel routes, isolating portions of the community and disrupting commute patterns and emergency access. Extended closures may delay emergency response, affect delivery of goods and services, and create economic impacts for residents and businesses. Travel disruptions may also increase accident risk to people during rerouting or severe winter conditions.

DAM FAILURE

VULNERABILITIES

Morgan City lies downstream of upstream dams, including Lost Creek and East Canyon Reservoir facilities. Although the probability of dam failure is considered low, potential inundation areas include portions of the Weber River corridor and associated infrastructure. Vulnerable assets may include transportation routes, bridges, utilities crossing flood-prone areas, and people and structures located within potential inundation zones. Emergency access routes and communication systems may also be affected.

IMPACTS

A dam failure event would likely result in rapid downstream flooding, creating life-safety risks for residents and visitors in affected areas. Impacts could include evacuation needs, structural damage, road and bridge closures, and disruption of water, sewer, and power infrastructure. Emergency operations could be challenged by transportation interruptions and debris within inundation areas.

DROUGHT

VULNERABILITIES

Drought is characterized in the 2021 plan as a high-frequency hazard with a 70% annual probability of occurrence, affecting water supply and agriculture. The plan notes that Morgan City is generally cooler and wetter than much of the County and state but still experiences almost annual drought impacts on reservoirs and canals. Drought contributes to problem soils, which are also ranked high (CPRI 2.95) due to expansive and collapsible soils in valley developments that can damage foundations, pipelines, and pavements.

Drought conditions occur across large geographic areas, so all critical facilities, infrastructure, populations, and other community assets in Morgan City are potentially exposed when drought occurs.

IMPACTS

Drought can stress the City's primary and secondary water systems, potentially leading to water-use restrictions. Prolonged drought increases wildfire and erosion risk near wildland–urban interface (WUI)-adjacent communities and can contribute to differential settlement and cracking of public buildings,

sidewalks, and underground utilities over time, increasing maintenance costs and safety hazards (e.g., trip hazards).

In addition to stressing culinary and secondary water systems, drought can affect people and households through water-use restrictions, reduced outdoor irrigation, and increased costs for conservation measures and landscape replacement. Prolonged drought can also compound public health risks, including increased wildfire smoke exposure during nearby fires, heat stress during hot/dry periods, and reduced air quality from dust and dry soils. Residents who are older, have respiratory conditions, rely on outdoor work, or have limited resources to adapt may experience disproportionate impacts.

EARTHQUAKE

VULNERABILITIES

Morgan City lies on the Weber Segment of the Wasatch Fault Zone, where a M6.5–7.0 earthquake could cause severe structural and infrastructure damage. The 2021 Pre-Disaster Mitigation Plan notes that earthquakes are "multi-hazard events" with high probability of future occurrence and severity ranging from "limited to catastrophic." A 1,500-foot fault-damage buffer has been mapped around Quaternary faults, including the East Canyon and Saleratus Creek faults, to guide siting of critical facilities.

Morgan City government buildings, critical infrastructure, and utilities are exposed to strong ground shaking and potential secondary effects such as landslides, dam failure, and loss of road access. Earthquake hazard areas identified within the municipal boundary are limited to the outskirts of town. Two faults at the north side of town create a fault hazard zone that encompasses the area surrounding Exit 103 north of the I-84 corridor.

As shown in the ground shaking potential map included in the base plan, all critical facilities are vulnerable to strong to very strong ground shaking from an earthquake. Power, water, transportation, and communication infrastructure throughout the city are also exposed and vulnerable to damage.

Morgan County parcel data indicate there are a total of 2,023 structures within Morgan City. Of those, 391 were built prior to 1973, when seismic building codes were introduced, and 768 were built before 1987, when statewide seismic building codes were adopted. Structures built prior to these building codes are more vulnerable to damage. Data were not available regarding how many structures in the city are constructed of unreinforced masonry.

Earthquakes can disproportionately affect residents who may have difficulty evacuating or safely sheltering in place, including older adults, people with disabilities, medically dependent individuals, and households without reliable transportation. Residents living in older housing stock may face higher risk of injury and displacement if buildings are not built or retrofitted to modern seismic standards. Lower-income households and renters may have fewer resources for preparedness supplies, temporary relocation, and recovery, increasing the likelihood of prolonged disruption following a damaging earthquake.

IMPACTS

A major earthquake could result in injuries or fatalities to city employees and residents, interior and non-structural damage (ceilings, lighting, contents), and prolonged closure of the city's critical infrastructure and critical facilities. Transportation corridors (especially I-84 and key bridges over the Weber River) and utilities provided to city residents and businesses could be disrupted, limiting daily functions and the city's ability to provide services in government offices.

EROSION

VULNERABILITIES

Erosion risk in Morgan City exists mostly northeast of town just on the other side of I-84, as well as southeast of town above Ridgeline and Imperial Drives. Most of these areas also have steep slopes. North of the highway, newer hillside developments may experience erosion or more serious soil issues in the future.

Three critical facilities are located in moderate or severe erosion hazard areas within Morgan City, including the Family Tree Assisted Living Center, a state road shed, and the Morgan LDS Stake Center.

Using the Federal Emergency Management's (FEMA) USA Structures data, Table 63 shows the number of Morgan City structures in erosion hazard areas. Based on 310 residences in hazard areas, and an average household size of 3.49 in Morgan County, approximately 1,082 people are vulnerable to erosion hazard.

Table 63: Structures in Erosion Hazard Areas

Occupancy Type	Moderate Hazard	Severe Hazard
Residential	189	121
Unclassified	41	10
Total	**230**	**131**

Erosion-related impacts can create vulnerabilities for people, particularly where erosion affects hillside development, access roads, and utility corridors. Residents living in or traveling through areas adjacent to steep slopes may face increased risk from slope erosion, loss of shoulder support, or localized ground instability that can affect driveways, retaining features, and roadway edges. Erosion-related road impacts may also reduce reliable access for emergency response, school travel, and medical services, especially if a primary route is temporarily restricted or requires repair.

IMPACTS

Slope instability and erosion on steep hillsides and canyon areas can affect access roads, utility corridors, and hillside development near city catchment areas. Slope instability and erosion can create safety risks for residents and visitors through rockfall, debris movement, and damage to structures or retaining

features. Erosion-related roadway impacts can restrict access for emergency response, school travel, and medical services, and can isolate neighborhoods if a primary route is blocked. Impacts may also include temporary evacuations, prolonged repair periods, and increased household costs where private driveways, foundations, or drainage features are affected.

EXTREME COLD

Morgan City is vulnerable to extreme cold because much of the community is located on the Morgan Valley floor along the Weber River, where cold-air pooling and winter inversions can produce lower overnight temperatures and longer cold durations than nearby bench or ridge areas. The city's developed areas, public facilities, residential neighborhoods, commercial services, and local transportation network are all exposed to subzero temperatures, freezing fog, icy road conditions, and elevated heating demand during Arctic air outbreaks and multiday cold spells.

VULNERABILITIES

People most vulnerable to extreme cold in Morgan City include older adults, people with disabilities, residents who rely on electrically powered medical equipment, households with limited income, people experiencing homelessness or temporary housing insecurity, and residents living in older or poorly insulated homes. Extreme cold can increase the risk of hypothermia, frostbite, respiratory stress, and cardiovascular complications, particularly when heating systems fail or when residents are unable to access warming locations. Power outages during cold events can compound these impacts by disrupting home heating, communications, medical devices, and refrigeration of medications.

Critical infrastructure in Morgan City is also susceptible to cold-related disruption. Public water systems, service laterals, and private plumbing can freeze or rupture during prolonged subzero conditions, increasing repair costs and creating temporary water service interruptions. Wastewater and stormwater systems may experience operational stress from frozen lines, ice buildup, or blocked drainage structures. Roads, bridges, sidewalks, and parking areas can become hazardous because of black ice, freezing fog, and refreezing after snowmelt, increasing the likelihood of vehicle crashes, pedestrian falls, and delays for emergency response. Local government buildings, schools, public safety facilities, and utility operations may experience increased energy demand and higher operating costs during extended cold periods.

IMPACTS

Extreme cold impacts to Morgan City's economy and daily operations are generally localized but can be disruptive. Businesses may experience reduced customer activity, delayed deliveries, frozen pipes, or temporary closures during severe cold and icy travel conditions. Agricultural operations and small livestock holdings near the city may experience animal health impacts, frozen stock water systems, and increased feed or heating needs. City services may also face higher demand for welfare checks, warming assistance, snow and ice control, utility response, and public messaging during Code Blue conditions or prolonged cold snaps.

FLOODING

VULNERABILITIES

Flooding affects riverine areas along the Weber River and its tributaries, as well as localized pluvial flooding in developed valley bottoms. Morgan City critical facilities and key access routes lie within these valley systems, near rivers, canals, and storm-drain networks.

The City's watershed boundaries, waterways, and other water resources such as springs convey and channel water through the community, and these systems enhance the integrity of the natural environment by providing flood storage, stream bank stabilization, sediment trapping, pollutant trapping/attenuation, food chain support, fishery and wildlife habitat, and natural/passive recreation opportunities. Flood risk is substantial in Morgan City and its population. Most of the direct risk is on the northeast banks of the Weber River, particularly close to State Street and 250 E. Additional risk exists along the periphery of the FEMA 100-year floodplain, from anywhere between several hundred feet to over 1,000 feet in certain areas. This risk is mostly in the form of saturated soils, high water tables, and seasonal flood risk. Likewise, based solely on elevation and topography, there is also a likelihood for more extensive flooding throughout the vast majority of the developed city.

Critical facilities within the 1% annual chance flood hazard area include two multifamily residences, Riverside Park, and Wilkinson Rec-Plex. A public works facility identified as a state road shed is within the 0.2% annual chance flood zone.

Based on Morgan County parcel data, the market value of properties in the 1% annual chance floodplain is $92.3 million with a total building value of $58.3 million. Market value of properties in the 0.2% annual chance floodplain is $19.4 million with a total building value of $14 million.

FEMA's USA Structures building footprint data overlaid with that of the Special Flood Hazard Area (SFHA) shows a total of 167 structures within the 1% annual chance flood area[176]. Of those, 111 are residences, 47 are unclassified, and 9 are related to education. A total of 57 structures are in the 0.2% annual chance area, including 42 residences, 14 unclassified buildings, and 1 education structure.

Census block data within Morgan County overlaid with the SFHAs indicate that approximately 183 housing units and 518 people are in the 1% annual chance area. However, a limited number of blocks were selected, using only those that had their center in the flood zone. This was to avoid overcounting the population using all blocks that intersected with the floodplain. Another approach is to use the building footprint data to estimate population. Based on 111 residences within the 1% annual chance flood area, and the average household size of 3.49, approximately 387 individuals reside in the 1% hazard area. An estimated 146 individuals reside in the 0.2% annual chance hazard area.

[176] Federal Emergency Management Agency (FEMA), Digital Flood Insurance Rate Map (DFIRM) – Morgan County, Utah, Effective December 7, 2017, https://msc.fema.gov.

IMPACTS

Flood events could damage roads and bridges throughout the city, and cause localized inundation of roads, fields, and low-lying building areas, leading to temporary closures or costly repairs to city facilities. Flooding could disrupt water, sewer, and power services that rely on city infrastructure crossing flood-prone corridors. Assets at risk in the city include approximately 206 businesses, multiple educational facilities, one fire station, six churches, over 1,000 homes, approximately 24 miles of roads, 3.7 miles of canals, and agricultural lands located within mapped flood-prone areas. Impacts to infrastructure include flood damage to channels, culverts, and storm sewers located in the SFHA along the Weber River.

Flooding can affect people through hazardous driving conditions, access constraints, and potential evacuations in areas impacted by inundation. Flood events can disrupt employment and schooling, create health and safety concerns (e.g., exposure to contaminated water, mold in flood-damaged buildings), and result in stress and financial burdens associated with cleanup, temporary relocation, and insurance claims. Businesses may experience revenue loss and supply interruptions during closures, while households with fewer resources may face longer recovery periods.

HAIL

VULNERABILITIES

Morgan City is subject to seasonal hailstorms that can damage roofs, windows, siding, vehicles, and outdoor equipment. Residential structures with older roofing materials may be particularly vulnerable. Public facilities, city vehicles, and commercial properties may also sustain damage. Agricultural lands and landscaping within and surrounding the city may experience crop or vegetation impacts during severe hail events.

IMPACTS

Hailstorms can result in roof and exterior building damage, leading to water intrusion and interior damage if not promptly repaired. Residents and businesses may face repair costs, insurance claims, and temporary service disruptions. Severe hail events may also damage vehicles and outdoor infrastructure, contributing to economic losses within the community. While hail events are generally short-lived, their financial impacts can be significant.

HIGH WIND

VULNERABILITIES

Morgan City is exposed to periodic high wind events typical of northern Utah, including strong storm systems and seasonal wind events. Vulnerable assets include residential and commercial structures, particularly roof coverings, siding, windows, and attached exterior features. Above-ground utilities, power lines, street signs, fencing, and outdoor equipment are also susceptible. Mature trees and landscaped

areas can contribute to falling branch hazards during high wind conditions. Older structures or buildings with aging materials may be more vulnerable to wind-related damage.

IMPACTS

High wind events can cause property damage, downed trees, and power outages affecting residents, businesses, and critical facilities. Debris may obstruct roadways, creating travel hazards and potentially delaying emergency response. Temporary utility interruptions may affect heating, communications, and water systems until restoration occurs. While typically localized and short in duration, wind events can generate repair costs and disrupt daily activities.

LANDSLIDE

VULNERABILITIES

Landslide risk in Morgan City is minimal. Several historic landslides and steeper hillsides conducive to increased landslide risk exist in the northeast and south of town.

One critical facility, the Living Tree Assisted Living Center, is within an area of moderate landslide susceptibility. The total market value of city properties exposed to moderate or high landslide susceptibility is over $72 million based on Morgan County parcel data. The building value of these properties totals $51.7 million. FEMA's USA Structures building footprint data overlaid on the landslide susceptibility data indicate that 39 residences and 7 unclassified structures in Morgan City are within areas of moderate landslide susceptibility, and none are within high landslide susceptibility. These structures are primarily in the northeastern area of the city. Based on an average household size of 3.49 in Morgan County, an estimated 136 people reside in areas of moderate or high landslide susceptibility.

IMPACTS

A major landslide could result in injuries or fatalities to city employees and residents, exterior and structural damage to foundations from shifting soils, and prolonged closure of the city's critical infrastructure and critical facilities in proximity to the slide. Transportation corridors (especially I-84 and key bridges over the Weber River) and utilities provided to city residents and businesses could be disrupted, limiting daily functions and the city's ability to provide services in government offices. Potential losses from landslide include 18 businesses, 1 park, 5 homes, 1 mile of roads, 1 cemetery, and some agricultural and source water protection areas.

PROBLEM SOILS

VULNERABILITIES

Problem soils are plentiful throughout much of Utah. Most of the time these soils do not pose an immediate threat to public property, structures, or human life. However, in the right conditions, they can

cause extensive structural damage. In Morgan City, these soils surround the developed areas and are also prevalent along the Weber River corridor. Soils along the Weber River floodplain are problematic for development with basements due to typically high water tables.

Soil related hazards vary with individual soil types and include the following characteristics:

- High water table (30 inches or less)
- Rock outcrops
- Bedrock depths of less than 20 inches
- High shrink-swell potential
- Potential areas with collapsible soils
- Very high or high erosion hazard
- Strong salt or alkali effect
- Very rapid or rapid permeability
- High water runoff potential
- Susceptibility to hillside slippage

Basements may also be problematic in areas with shallow depths to bedrock. Areas shown as problematic for development without basements may include steep foothill/mountain conditions, rock outcrops, high erosion hazards, high runoff potential, and susceptibility to hillside slippage.

While data describing soil types are available in Morgan City, supplementary information to clarify the soil classifications and determine which could be considered problem soils was unavailable. This limited the ability to conduct a quantitative analysis of critical facilities or other assets exposed to problem-soil hazard.

IMPACTS

Impacts from problem soils could result in exterior and structural damage to foundations from shifting soils, and prolonged closure of the city's critical infrastructure and critical facilities in proximity to the event. Transportation corridors (especially I-84 and key bridges over the Weber River) and utilities provided to city residents and businesses could be disrupted, limiting daily functions and the city's ability to provide services in government offices. Potential losses include 144 businesses, 16 school structures, 2 churches, over 1,000 homes, over 15 miles of roads, 2.5 miles of transmission lines, and many acres of local farmland.

RADON

VULNERABILITIES

Radon ranks second in the updated hazard prioritization. Morgan City is classified as EPA Zone 2 (2–4 picocuries per liter [pCi/L]), with elevated indoor radon levels documented in basements and older structures. Buildings with slab-on-grade construction, crawlspaces, or basement areas—particularly older government buildings—may accumulate radon if not properly tested and mitigated.

Radon occurs naturally and can be found across much of Morgan City. The average radon test score in the ZIP code is 5.8 pCi/L, and 47.8% of tests in the area are above the 4 pCi/L threshold. Populations throughout the city may be exposed to various concentrations of radon. Because the accumulation of radon in buildings varies both with the location of the structure and with various factors in building construction characteristics just mentioned, the best way to determine vulnerability in critical facilities and other structures is to use radon testing kits in individual structures.

IMPACTS

Radon is a long-term, chronic health hazard rather than an acute life-safety threat. Unmitigated radon exposure increases lifetime lung cancer risk for city employees and contractors who spend many hours in ground-floor or basement rooms. Testing, mitigation, and ongoing monitoring in Morgan City facilities are therefore critical for protecting indoor air quality.

In addition to its effects on indoor air quality in public buildings, radon also poses a broad health concern for people who spend extended time indoors (including children and older adults) and households with basements or ground-contact living spaces. Because radon risk is not visible or detectable without testing, residents may be unaware of elevated levels. Households with limited resources may face barriers to testing and mitigation, increasing the likelihood of prolonged exposure over time.

SNOWSTORMS

VULNERABILITIES

Snowstorms are frequent and disruptive. City planning documents note frequent heavy snow events that affect canyon routes, utilities, and emergency access. City residents are dependent on personal vehicles traveling on steep, winding roads and I-84; heavy snowfall, ice, and reduced visibility increase vehicle crash risk.

Snowstorm conditions occur across large geographic areas, so all critical facilities, infrastructure, populations, and other community assets in Morgan City are potentially vulnerable to these storms.

IMPACTS

Impacts include government, school, and business closures, delayed starts, transportation disruptions, and increased heating demands. Prolonged outages of electric or natural-gas service during cold spells could compromise indoor temperatures, sprinkler systems, and technology infrastructure. Residents and city employees working and traveling outdoors are exposed to frostbite and hypothermia risks during extreme cold events, especially if proper clothing is lacking.

WILDFIRE

VULNERABILITIES

First Street Foundation's analysis shows nearly all properties in Morgan City have some wildfire risk, with approximately 17% of properties at "Major" or higher risk. Morgan City residential areas depend on volunteer fire protection districts and limited road networks for evacuation. The eastern and southern edges of the city are at potential risk from wildfires. Development—particularly east of the highway—is at the greatest risk, and development patterns show it could be at even greater risk in the future.

Two critical facilities in Morgan City are in an area with a high wildfire structure exposure score: Family Tree Assisted Living Center and a state road shed. Based on FEMA's USA Structures building footprint data, 198 residences and 27 unclassified structures are within areas with high wildfire structure exposure scores. Total market value for parcels within Morgan City in areas with high exposure scores is $159.7 million. Building values make up $111.2 million of that amount.

IMPACTS

A major wildfire event could result in injuries or fatalities to city employees and residents, destroyed or damaged structures, displacement of residents, and prolonged closure of the city's critical infrastructure and critical facilities damaged by wildfire. Transportation corridors (especially I-84 and key bridges over the Weber River) and utilities provided to city residents and businesses could be disrupted, limiting daily functions and the city's ability to provide services in government offices located in WUI areas. Smoke and poor air quality can force cancellation of outdoor activities and alter ventilation strategies, even when fires burn in neighboring counties. Potential losses include 7 businesses, 1 park, 112 homes, over 10 miles of roads, and minimal lengths of transmission lines and pipelines located in WUI areas.

Population Exposure and Social Vulnerability

Morgan City is projected to grow from 4,071 people in 2020 to between 5,000 and 8,400 by 2040 (see Figure 74). Morgan City is experiencing growth and development pressure, and the demand for housing of all types, including affordable housing, is one of the key challenges facing the city, which increases vulnerability to identified hazards.

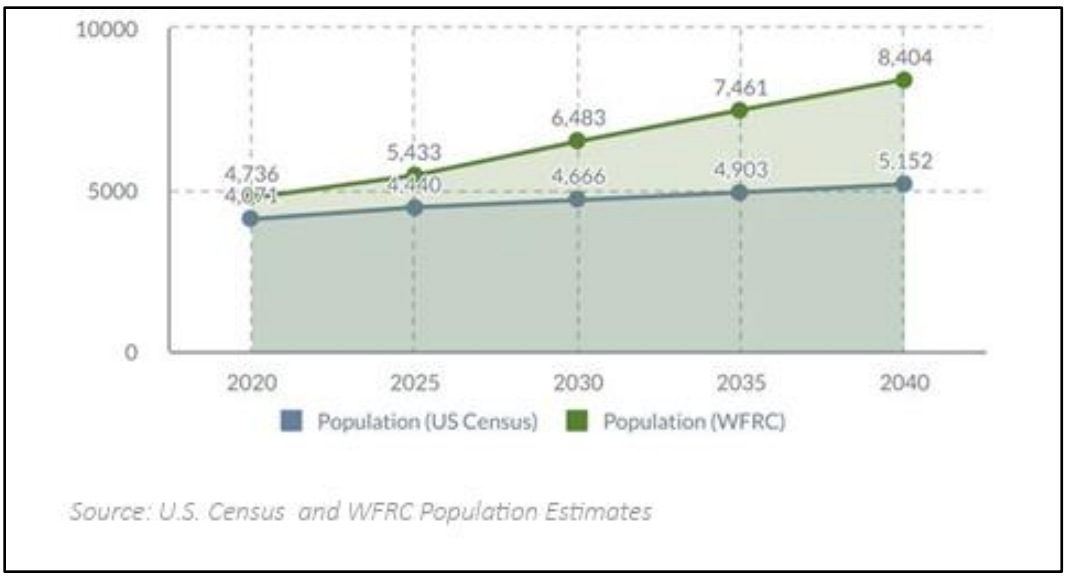


Figure 74: Wasatch Front Regional Council Projection versus U.S. Census Bureau Projection[177]

- **Morgan City Residents:** The total number of city residents is projected to increase, presenting new challenges for hazard risk-reduction efforts.
- **Morgan City Workforce:** The U.S. Census Bureau reported a total of 1,985 Morgan City residents in the civilian labor force as of 2024[178]. Since 2019, the number of those employed in Morgan City has grown by approximate 10%, increasing the number of people vulnerable to hazard risk.
- **Socioeconomic Factors:** Morgan City's median household income of $108,309 and 4.6% poverty rate indicate relatively strong household capacity to prepare for and recover from disasters, but high housing costs and limited rental stock can constrain post-disaster relocation options.

Critical Facilities and Lifelines at Risk

Morgan City's critical assets and facilities depend on the following:

- **Transportation:** I-84, state routes, canyon roads, and local streets that are vulnerable to snowstorms, landslides, flooding, and post-earthquake damage. Road construction and maintenance in the city are currently constrained by available funding. City maintenance is challenged in addressing immediate needs and making long-term planning goals to better coordinate city infrastructure and utility projects. As new areas are developed, there is a need for coordination of water and sewer infrastructure needs with road construction to add buried infrastructure.
- **Fire and Emergency Medical Services (EMS):** A volunteer county fire department and a separate Mountain Green Fire Protection District, both serving local neighborhoods.

[177] Morganutah.gov, "Morgan City General Plan 2024," 2024, https://www.morganutah.gov/planning.
[178] U.S. Census Bureau, "DP03: Selected Economic Characteristics," 2024, https://data.census.gov/table/ACSDP5Y2024.DP03?q=economic+morgan+city+utah.

- **Water and Sewer:** Culinary water from springs and wells in Morgan City and private water companies in unincorporated areas, plus sewer service from Morgan City and the Mountain Green Sewer Improvement District; both systems are sensitive to drought, contamination, and infrastructure damage. Portions of the sewer infrastructure require upgrades as additional development or annexation of new land increases the city's sewer demands.
- **Power and Communications:** Morgan City Power and Rocky Mountain Power transmission lines serve most facilities; outages due to wind, snow, wildfire, or earthquakes would affect life-safety systems, heating/cooling, and operational continuity.

Built Environment and Structures/Land at Risk

Development of the built environment can significantly alter natural waterways and their related floodplains, which can impair the value of the riparian ecosystem or result in direct impacts such as flooding. Figure 75 indicates the location and extent of the SFHA (shown in blue), areas subject to a 1% or greater annual chance of flooding, as designated by FEMA. Development within SFHAs must comply with Morgan City building codes and floodplain ordinances and FEMA floodplain management regulations, which may require mitigation measures or mandate the purchase of flood insurance in certain flood zones.[179]

[179] Morganutah.gov, "Morgan City General Plan 2024," 2024, https://www.morganutah.gov/planning.

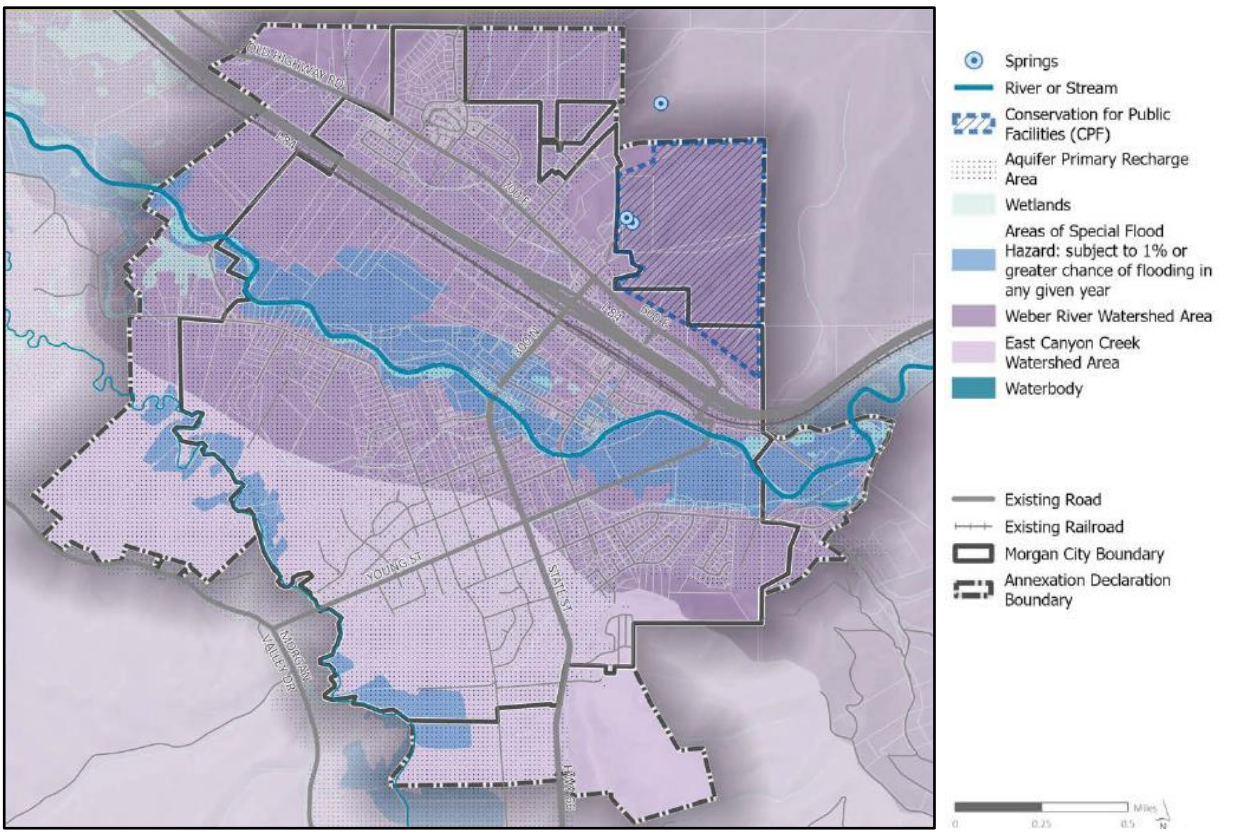


Figure 75: Morgan City Water Resources with Special Flood Hazard Areas

Changes Since the Last Plan Update

On September 10, 2025, Morgan City Council unanimously approved Resolution 25-23, which formalized a development agreement between Morgan City and Cloverland Investment LLC and Wasatch West to facilitate new developments for a new subdivision that has already received preliminary approval. The resolution demonstrates Morgan City Council's proactive approach to adapting to legislative changes and enhance community infrastructure, setting a positive precedent for future developments.[180]

In addition, the city recently made repairs to the municipal water infrastructure and updated the water rate structure to charge high-volume water users higher per-gallon rates. Between system repairs and water-conservation measures encouraged in part by the updated rate structure, the city is now able to save over 4,000,000 gallons of water annually. These changes help reduce risk.

Future Vulnerability Considerations

Morgan City's future development might take many forms. Steep slopes constrict development to the east and north of the city. There is ample opportunity for development to occur in agricultural lands to the

[180] Morgan City, "Council Meeting 9-23-35," 2025, https://www.morganutah.gov/media/9756.

west and south of the city, although much of this land is susceptible to flood risk and may present issues of water quality and erosion. Clustered development and a concentration of growth in the existing downtown would allow for growth while reducing the expansion of hazard potential.

Looking ahead, Morgan City's vulnerability is expected to increase without targeted mitigation due to the following:

- **Continued Population Growth:** Projections show population rising to approximately 8,400 residents by 2040, based on Wasatch Front Regional Council (WFRC) estimates.
- **Climate Change:** More frequent rain-on-snow events, earlier snowmelt, prolonged dry periods, and hotter summers will alter flood, drought, wildfire, and air-quality patterns, affecting school operations and infrastructure.
- **Aging Infrastructure and Problem Soils:** As buildings and underground utilities age, cumulative impacts from expansive/collapsible soils and repeated hazard events (freeze–thaw cycles, drought, minor floods) will grow, increasing maintenance needs and the likelihood of performance issues during major events.
- **Resource Constraints:** Morgan City development is limited in the capacity of its existing infrastructure to accommodate additional built environment growth. Limited sewer line capacity is the most significant infrastructure challenge for development.

Capability Assessment

Morgan City adopted a new General Plan in 2024, consistent with state requirements. The City maintains zoning, land use, and development regulations that support public health, safety, and orderly growth. Hazard-related considerations are addressed through planning documents, zoning provisions, and coordination with Morgan County and other regional partners.

Morgan City issues building permits and enforces applicable building codes, with certain services coordinated or contracted in partnership with Morgan County. Through this structure, the City integrates hazard mitigation into land use review, permitting, and development processes, while relying on regional coordination for technical resources and specialized services.

Planning and Regulatory

Table 64 summarizes planning and regulatory capabilities for this planning area.

Table 64: Morgan City Planning Capabilities

Plan/Document	Purpose and Relevance to Hazard Mitigation
Morgan City General Plan	The Morgan City General Plan (2024) provides a future vision for the City that balances current and future needs and desires. The purpose of the plan is to provide clear policy direction to help ensure the community develops in a manner that meets existing needs while maximizing unique opportunities and likely changes. One policy of the plan continues to recognize the hazards of development on unsuitable and less suitable lands and seeks to protect people and property by enforcing guidelines and regulations that prevent development in areas that cannot be effectively mitigated and ensure proper mitigation of site hazards and constraints where feasible.
Morgan County Local Hazard Mitigation Plan Update (in progress)	Current effort to update the 2021 plan; the process explicitly includes Morgan City and will produce a dedicated Morgan City annex, helping align city mitigation actions with county and special district strategies and funding opportunities.
Morgan County General Plan (most recent update)	Countywide land use and growth management framework that guides residential and infrastructure development in Morgan City; by steering growth and infrastructure away from high-risk areas, it indirectly reduces future hazard exposure of city critical facilities and community lifelines.

Table 65 summarizes regulatory capabilities for this planning area.

Table 65: Morgan City Regulatory Capabilities

Policy/Code Name	Code Number (if applicable)	Year	Purpose & Relevance to Hazard Mitigation
Subdivision Ordinance	Title 11.03	2025	To regulate future growth and development activity within the city in a manner that promotes the physical integration of housing options, the preservation of community values, and the social integration of residents from diverse backgrounds under the General Plan; and to promote the efficient and orderly growth of the city.

Policy/Code Name	Code Number (if applicable)	Year	Purpose & Relevance to Hazard Mitigation
			This ordinance also serves to safeguard the city from fire, flood, geological, and other dangers.
Flood Control Ordinance	Title 12.02	2010	To promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas.
Building Codes	Utah Code Title 15A – State Construction and Fire Codes Act; Adopted Locally by Reference: Morgan City Municipal Code, Title 9	2021	Enforces state-adopted building codes based on the 2021 International Building Codes (IBC) and International Residential Code (IRC) addressing structural integrity, seismic design, snow loads, wind resistance, fire protection, and flood-resistant construction where applicable. Supports reduced structural vulnerability and safer construction practices consistent with statewide standards and substantial-improvement practices.
Zoning Regulations	Title 10	2002	To preserve and promote the health, safety, morals, convenience, order, and the general welfare of the city and its present and future inhabitants, and to encourage and facilitate the orderly growth and expansion of the city.
Fire Code	Utah Code Title 15A – State Fire Code; Local Adoption: Morgan City Municipal Code Title 9.6	2021	Establishes standards for fire prevention, life safety, hazardous materials management, emergency access, defensible space (where applicable), and fire protection systems. Supports wildfire and structural-fire risk reduction.
Land Use Regulations	Title 10.16, 10.02.110	2002	Provides limits and restrictions on land use within the corporate limits of the municipality. The city recognizes the important balance that must be maintained between interests in agricultural land and other competing land uses and conforms to federal, state, and local ordinances and regulations.

Policy/Code Name	Code Number (if applicable)	Year	Purpose & Relevance to Hazard Mitigation
Utah Fire Prevention and Safety Act	Utah Code 53-7 (referenced in Utah Enhanced State Hazard Mitigation Plan)	1993	Establishes authority of the State Fire Marshal and local fire officials to enforce fire safety rules on buildings and properties within the City's jurisdiction, supporting fire-resistant construction, inspections, and correction of fire hazards in Morgan City buildings.
Management of Forest Lands and Fire Control	Utah Code 65A-8-1	1993	Provides a framework for wildfire prevention and control, including reciprocal fire protection agreements; supports wildfire risk reduction and response around Morgan City facilities in wildland–urban interface areas.

Administrative and Technical

Table 66 summarizes administrative capabilities for this planning area.

Table 66: Morgan City Administrative Capabilities

Agency/Organization/ Partnership	Sector	Role in Hazard Mitigation and Resilience
Planning and Zoning	Planning Department (Planner on contract, Citi Design)	Integrates hazard mitigation considerations into land use decisions, zoning regulations, and development review; coordinates with county and state partners to avoid or reduce development in floodplains, steep slopes, and other hazard-prone areas.
Engineering Department	Planning and Zoning (engineers contracted, not in-house)	Designs, reviews, and oversees public infrastructure projects (roads, drainage, utilities) with consideration of flood risk, erosion, problem soils, and long-term infrastructure resilience; supports implementation of mitigation projects.
Floodplain Manager	Public Works	Administers NFIP floodplain management requirements, reviews development proposals in Special Flood Hazard Areas, enforces floodplain ordinances, and coordinates FEMA map updates and substantial damage/substantial improvement determinations. This function is provided through the City's contracted engineering services (JA Jones & Associates) and is coordinated as development

Agency/Organization/ Partnership	Sector	Role in Hazard Mitigation and Resilience
		reviews arise and periodically (a few times per year) for general program needs.
Emergency Manager (City Manager)	City Administration	Coordinates preparedness, response, recovery, and mitigation activities; leads local emergency planning; supports integration of mitigation actions into emergency operations and continuity planning.
Grant Administrator (City Manager)	City Administration	Identifies, applies for, manages, and administers state and federal grants (including hazard mitigation and resilience funding) and ensures compliance with reporting and documentation requirements.
Building Inspector/Code Enforcement	Public Works (contracted through the County, as applicable)	Enforces adopted building codes and applicable floodplain requirements through plan review, permitting, and inspections; supports compliance for new construction and substantial improvements that reduce hazard vulnerability.

Table 67 summarizes technical capabilities for this planning area.

Table 67: Morgan City Technical Capabilities

Capability	Role in Hazard Mitigation and Resilience
Surveyors (JA Jones)	Provide elevation, boundary, and site data used to support floodplain determinations, infrastructure design, drainage analysis, and development review in hazard-prone areas.
GIS or HAZUS Specialists (JA Jones)	Support mapping and analysis of hazard exposure (floodplains, wildfire interface, infrastructure, critical facilities) using GIS datasets; assist with planning-level risk assessment and mitigation-project prioritization.
Grant Administrator (Morgan City Administration, with consultant support as needed)	Provides technical capacity to prepare mitigation-grant applications, track project costs, document benefits, and comply with state and federal funding requirements.
Benefit-Cost Analysis Specialist (not currently available in-house; provided by consultants or partners as needed)	Supports FEMA Hazard Mitigation Assistance applications by preparing or coordinating benefit-cost analyses to demonstrate the cost-effectiveness of mitigation projects.

Financial

Table 68 summarizes financial capabilities for this planning area.

Table 68: Morgan City Financial Capabilities

Funding Source	Type (Pre- or Post-Disaster)	Purpose and Relevance to Hazard Mitigation
Emergency Management Fund	Pre-Disaster	Funded through property and sales tax revenues and used to support emergency management planning, preparedness, and eligible resilience-related activities as identified by the City.
Community Development Block Grants (CDBG)	Pre- and Post-Disaster	Can be used to support infrastructure improvements, housing rehabilitation, and community facilities that reduce vulnerability, particularly for low- and moderate-income populations. Morgan City's CDBG eligibility is limited and has primarily supported ADA/accessibility-related projects rather than major infrastructure investments.
Capital improvements project funding	Pre-Disaster	Supports planned upgrades to roads, drainage, water, sewer, and public facilities, allowing hazard mitigation measures (e.g., flood protection, erosion control) to be incorporated into routine projects. Morgan City maintains a dedicated Capital Improvements Program (CIP) fund and project list separate from the general fund, used for larger projects such as property acquisition and major infrastructure (e.g., bridges).
Authority to levy taxes for specific purposes	Pre-Disaster	Enables the City to raise dedicated revenue for infrastructure, public safety, or resilience-related needs when authorized, supporting long-term mitigation investments.
Fees for water, sewer, gas, or electric service	Pre-Disaster	Utility revenues can fund maintenance, upgrades, and hardening of critical lifeline systems to reduce service disruptions during hazard events.
Impact fees for homebuilders or developers for new developments/homes	Pre-Disaster	Allows the City to require new development to contribute to infrastructure capacity and improvements, helping offset hazard impacts from growth in flood-, wildfire-, or infrastructure-constrained areas.
Incur debt through general obligation bonds	Pre-Disaster	Provides a mechanism to finance large-scale capital and mitigation projects that benefit the broader community, subject to voter approval.

Funding Source	Type (Pre- or Post-Disaster)	Purpose and Relevance to Hazard Mitigation
Incur debt through special tax and revenue bonds	Pre-Disaster	Allows targeted financing for infrastructure or utility projects that support resilience, repaid through dedicated revenue streams rather than general taxation.
Incur debt through private activity bonds	Pre-Disaster	May support certain public-private infrastructure or redevelopment projects that incorporate hazard mitigation or resilience components, where legally permissible.
Withhold spending in hazard-prone areas	Pre-Disaster	Enables the City to limit or avoid public investment in areas with high hazard risk, reducing future exposure and potential disaster losses.
State mitigation grant programs	Pre- and Post-Disaster	Includes Utah and state-administered FEMA programs that can fund flood, wildfire, seismic, and other mitigation projects identified in the hazard mitigation plan.
Other – FEMA Hazard Mitigation Assistance	Pre- and Post-Disaster	Federal funding programs available following plan adoption and disasters, supporting cost-effective mitigation projects such as flood protection, infrastructure hardening, and resilience planning.

Education and Awareness

Table 69 summarizes education and awareness capabilities for this planning area.

Table 69: Plan Participant Name Education and Awareness Capabilities

Capability	Lead Organization	Description
Methods of communicating with members of the public	Morgan City Administration	Morgan City does not currently publish a regular community newsletter; instead, it uses a notification app (e.g., Outify) for outages and key updates, utility billing inserts/mailers for service notices, and electronic readerboard signs to communicate time-sensitive public information, including hazard-related messages when applicable.
Hazard awareness campaigns (such as Firewise, Storm Ready, Severe Weather Awareness	Morgan City; Morgan County Emergency Management; Utah partners	Morgan City participates in county- and state-led hazard awareness efforts (e.g., wildfire preparedness, severe winter weather, flood awareness) by sharing information through City channels and coordinating with emergency management partners. Morgan City has WUI exposure but has conducted limited wildfire-focused outreach to date, including a public meeting in recent years and

Capability	Lead Organization	Description
Week, school programs)		incentives such as free dump passes for residents who clean up brush.
Public meetings/ events (Please describe)	Morgan City Council; Planning Commission	The City conducts regular City Council and Planning Commission meetings that provide opportunities for public input on land use, infrastructure projects, and planning initiatives that may affect hazard exposure and community resilience.
The Morgan News **(local newspaper)**	Local media outlet	The local newspaper remains in operation (not locally owned) and may be used as an additional channel for notices and hazard information as needed.
Hard copies of notices (e.g., public libraries, door-to-door outreach)	Morgan City Administration; Public Works	Morgan City provides hard-copy notices at City facilities (e.g., City Hall) and posts public notices as required; door-to-door outreach may be used on a limited basis for urgent issues or localized impacts. Hard-copy notices may also be posted in high-visibility locations such as the post office and community bulletin boards (e.g., Ridley's).
Insurance disclosures/ outreach	Morgan City; Morgan County Floodplain Manager	The City provides floodplain and insurance-related information as part of development review and floodplain permitting processes, and relies on NFIP-required notices and coordination with the County Floodplain Manager.
Organizations that represent, advocate for, or interact with underserved and vulnerable communities (Please describe)	Morgan County agencies; local nonprofits and faith-based groups	Morgan City coordinates indirectly with county social services, schools, and community organizations that serve seniors, lower-income households, and other vulnerable populations to share hazard-related information and resources. Morgan City primarily relies on Morgan County-led services (e.g., the senior center) and coordinates as needed with community-based supports such as the locally available food pantry (privately managed).
Other? (Please describe)	Morgan City; utility providers	The City uses utility billing inserts and service notices periodically to communicate infrastructure updates or safety information related to water, sewer, or other City services that have hazard-mitigation relevance.

National Flood Insurance Program Status

Morgan City participates in the National Flood Insurance Program (NFIP), which is a voluntary program based on a mutual agreement between the federal government and the community. This federally backed flood insurance is made available to communities that agree to regulate development in their mapped floodplains.[181] Table 70 summarizes NFIP status for this planning area.

Table 70: Morgan City NFIP Status[182]

CID[183]	Community Name	County	Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Regular-Emergency Program Entry Date
490093B	City of Morgan City	Morgan	06/28/74	07/16/87	12/07/17	07/16/87

- **Flood Zones:** Regulatory Floodway and SFHAs include Zones AE, AO, AH, VE, and AR. Base Flood Elevation information is provided for Zones A, V, and A99 where applicable.[184]
- **Floodplain Management Regulations and Compliance:** The Floodplain Development Permit is the mechanism that Morgan City utilizes to evaluate any and all impacts of activities proposed in Morgan City's regulated floodplains. All activities must comply with Morgan City's Floodplain Damage Prevention Ordinance. The National Flood Insurance Program provides flood insurance to individuals at much lower premiums than could otherwise be purchased through private insurers and makes certain federal funds available to local communities. In order for citizens to be eligible for the national flood insurance rates, or for communities to receive certain kinds of federal funds, the community must agree to meet minimum floodplain standards. The Floodplain Development Permit is the tool used to ensure Morgan City's Floodplain Damage Prevention Ordinance is met.[185]

  Any development that occurs within a designated floodplain must obtain a Floodplain Development Permit prior to the work commencing. In Title 44 of the Code of Federal Regulations, Part 59.1, FEMA defines development as "any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials." Other human activities that are considered development include, but are not limited to, alterations of a structure through additions, demolition, and/or remodeling; fences; retaining walls; movement or placement of manufactured or mobile

[181] Morganutah.gov, " Municipal Code-Title 12-Flood Control, Flood Damage Prevention," 2025, https://morgan.municipalcodeonline.com/book?type=ordinances#name=Title_12_flood_control.
[182] National Flood Insurance Program, "Community Status Report Book, Utah," 2025, https://www.fema.gov/cis/UT.html.
[183] CID: Community Identification Number, FHBM: Flood Hazard Boundary Map, FIRM: Flood Insurance Rate Map, NFIP: National Flood Insurance Program.
[184] Federal Emergency Management Agency, "Flood Map Service Center-Morgan City, Utah," 2025, https://msc.fema.gov/portal/search?AddressQuery=Morgan%20City%20UTAh.
[185] Morganutah.gov, "Morgan City Floodplain Development Permit," 2025, https://www.morganutah.gov/media/9466.

homes; campgrounds; and storage of equipment, vehicles, and/or materials (e.g., storage yards and salvage yards).[186]

- **Adoption of NFIP Criteria:** Statutory Authorization: The legislature of the State of Utah delegated responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Morgan City, in Morgan County, State of Utah, adopted Title 12 – Flood Control Ordinance, which meets or exceeds minimum NFIP requirements.
- **Implementation Oversight:** The City's Public Works Director is appointed as the Floodplain Administrator to administer and implement the provisions of Title 12.02 Flood Damage Prevention Ordinance and other appropriate sections of 44 CFR Parts 59 and 60 (NFIP Regulations) pertaining to floodplain management.[187]
- **Substantial Improvement/Substantial Damage (SI/SD) Provisions:** Morgan City administers SI and SD determinations pursuant to Municipal Code Title 12 (Flood Control/Flood Damage Prevention), consistent with NFIP requirements.

  The City's designated Floodplain Administrator is responsible for the following:

  - Reviewing Floodplain Development Permit applications
  - Determining whether proposed work constitutes SI
  - Determining whether structures have sustained SD following a flood event
  - Ensuring compliance with elevation, floodproofing, and construction standards applicable within SFHAs

  SI/SD determinations are made as part of the building permit and floodplain development review process. Documentation is maintained consistent with NFIP requirements related to flooding.[188]
- **Repetitive Loss (RL) and Severe Repetitive Loss (SRL) Properties:** At the time of this plan update, FEMA data indicate that Morgan City has one Repetitive Loss (RL) property, classified as a residential structure, and no Severe Repetitive Loss (SRL) properties..
- **Community Rating System (CRS) Participation:** Morgan City is not currently a participant.
- **Regional Coordination:** Morgan City coordinates with the WFRC to access regional planning resources, hazard data, transportation planning coordination, and land-use guidance that support floodplain management, geologic hazard awareness, and long-range resilience planning coordination.

[186] Morganutah.gov, "Morgan City Floodplain Development Permit," 2025, https://www.morganutah.gov/media/9466.
[187] Morganutah.gov, " Municipal Code-Title 12-Flood Control, Flood Damage Prevention," 2025, https://morgan.municipalcodeonline.com/book?type=ordinances#name=Title_12_flood_control.
[188] Morganutah.gov, " Municipal Code-Title 12-Flood Control, Flood Damage Prevention," 2025, https://morgan.municipalcodeonline.com/book?type=ordinances#name=Title_12_flood_control.

Opportunities for Improvement

Table 71 identifies opportunities for improvement for this planning area.

Table 71: Morgan City Opportunities for Improvement

Opportunity Type	Description	Lead Organization
Planning and Regulatory	Build on existing land-use and floodplain regulations by integrating hazard mitigation priorities (flood, wildfire, problem soils, and seismic risk) more explicitly into zoning updates, subdivision review criteria, and capital planning documents to guide future growth away from hazard-prone areas.	Morgan City Planning and Zoning
Administrative and Technical	Strengthen internal coordination by formalizing cross-departmental mitigation coordination among Planning, Engineering, Public Works, and Emergency Management, including use of a Development Review Committee that allows applicants to meet with multiple departments early in the development process to identify and address hazard-related concerns. While the committee does not provide approvals, it supports coordination given limited personnel availability and reinforces ongoing coordination with Morgan County Emergency Management, recognizing that Morgan City relies on County-provided emergency management services.	Morgan City Administration
Financial	Expand the City's ability to implement mitigation projects by identifying and preparing shovel-ready projects and pursuing additional external funding sources, including state and federal hazard mitigation grants like the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grant Program, while continuing to leverage capital improvement funding and utility revenues where appropriate.	Morgan City Administration
Education and Awareness	Enhance public understanding of local hazards by expanding hazard awareness outreach through coordinated use of newsletters, social media, public meetings, and partnerships with County Emergency Management, with a focus on flood risk, wildfire preparedness, and severe winter weather.	Morgan City; Morgan County Emergency Management
NFIP	Consider joining the Community Rating System (CRS) to reduce flood insurance costs for residents, strengthen floodplain management practices, and incentivize additional public outreach, mapping, and mitigation activities related to flood risk.	Morgan City

Mitigation Strategy

Status of Prior Actions

Table 72 summarizes the status of prior mitigation actions for this planning area.

Table 72: Morgan City Prior Mitigation Actions Status Updates

Hazard	Mitigation Action Item	Current Status (as of 2026 HMP Update)
Drought – Current Residents/Property	Improve public water infrastructure and management with water provider.	No progress, but there is a current project on the capital improvement plan to build a higher capacity water tank. Action rewritten (MGC-1).
Drought – Current Residents/Property	Update and adopt drought ordinances.	No progress. Should be retained. Weber Basin Water Conservancy District has drafted a template ordinance which the City is planning to adopt.
Drought – Current Residents/Property	Enforce codes, ordinances, statutes, and laws that promote drought resilience.	In Progress. This action is completed through ongoing code enforcement. Last time there was a water shortage, the City doubled the overage rate. The City has adopted the new rate schedule.
Dam Failure – Current Residents/ Property	Develop ordinances to prohibit or limit critical facilities and structures in dam-inundation areas.	No Progress. No longer a priority – current code does not allow building in the high-risk flood zone – should not be retained.
Dam Failure – Current Residents/ Property	Work with Utah Division of Water Rights and dam companies to update Emergency Action Plans (EAPs).	No Progress. The County is responsible for covering this – should not be retained.
Dam Failure – Future Residents/ Property	Develop ordinances to limit critical facilities in dam-inundation areas (future development).	No Progress. No longer a priority – current code does not allow building in the high-risk flood zone – should not be retained.
Dam Failure – Future Residents/ Property	Ensure new critical facilities/ infrastructure are not built in dam-inundation areas.	In Progress. This action is completed through ongoing code enforcement.
Drought – Current Residents/Property	Adopt and enforce drought ordinances.	No progress. Should be retained. Weber Basin Water Conservancy District has drafted a template ordinance which the City is planning to adopt.

Hazard	Mitigation Action Item	Current Status (as of 2026 HMP Update)
Drought - Current Residents/Property	Monitor Water Supply for leaks system failures inefficiencies etc. via monitoring system and audits	In Progress. Recently replaced all meters in order to detect leaks more easily. Action rewritten (MGC-4).
Drought - Future Residents/Property	Retrofit Water Supply Systems to handle current and new growth	In Progress. Replacing meters (see above). Adding SCATA to system. Action rewritten (MGC-4).
Drought - Current Residents/Property	Expand and Improve Existing Potable Water Systems	In Progress; planning for a new water tank. Applied for a Bureau of Reclamation grant but was unsuccessful. Action rewritten (MGC-13).
Drought - Current Residents/Property	Designate and or preserve adequate source water protection zones or groundwater recharge areas	In Progress. Adding sumps to City's stormwater system (4 added recently). Action rewritten (MGC-4).
Earthquake - Current Residents/Property	Develop and/or review or adopt model earthquake hazard ordinance	No Progress. Action rewritten (MGC-5).
Earthquake - Current Residents/Property	Building Code Adoption and Enforcement	Complete. Adopted current building code (state version). Hired a building inspector.
Earthquake - Future Residents/Property	Local Planning such as critical facilities planning financial incentives creating a safety committee emergency planning etc.	Complete. Participates in County LEPC.
Earthquake – Current Residents/Property	Conduct building safety inspections	Complete. Hired a building safety inspector (city employee). Current mitigation capability.
Flood – Future Residents/Property	Develop a stormwater management plan.	In progress. Engineer is currently assessing problem areas. Should be retained – MGC-1.
Flood – Future Residents/Property	Adopt and enforce building codes and development standards (flood-specific).	Complete. This is implemented on a regular basis through standard code enforcement; sensitive land ordinance was previously adopted and updated. This reflects a capability, rather than an action.
Flood – Future Residents/Property	Review/develop codes, ordinances, and policies related to flood risk.	Complete. The sensitive land ordinance was recently updated. No changes needed at this time – should not be retained.

Hazard	Mitigation Action Item	Current Status (as of 2026 HMP Update)
Flood – Current Residents/Property	Preserve floodplains and open space through ordinances, land purchase, or conservation easements.	In Progress – City purchase 5 acres along the river. Should be retained – potential new property acquisition by East Canyon Creek. (MGC-2)
Flood – Current Residents/Property	Conduct regular maintenance of drainage systems and flood-control structures.	Complete. This activity is completed as a part of day-to-day City activities. This reflects a capability, rather than an action.
Flood – Future Residents/Property	Floodproof at-risk residential and non-residential structures.	No Progress.
Flood – Future Residents/Property	Elevate or retrofit facilities and infrastructure.	In Progress. Currently working on a box culvert project on the State St. Bypass. Anticipated to take ~30 homes out of the high-risk floodplain. Pending funding. Should be retained (MGC-14).
Flood – Future Residents/Property	Improve stormwater drainage capacity.	In Progress. Working on installing sumps in areas that get standing water. New subdivisions are also required to contain their own stormwater. Should be retained (MGC-1).
Flood – Future Residents/Property	Protect infrastructure (roads, bridges, wastewater systems, etc.) from flood hazards.	In Progress. Currently working on a box culvert project on the State St. Bypass. Anticipated to take ~30 homes out of the high-risk floodplain. Pending funding. Should be retained (MGC-14).

2026 Mitigation Actions

Table 73 summarizes 2026 mitigation actions for this planning area.

Table 73: 2026 Mitigation Actions for Morgan City[189]

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MGC-1	Citywide Drainage Master Plan	Complete a citywide drainage master plan and construct priority projects (larger culverts, upsized pipes, detention/retention basins, green infrastructure in streets and parks) to reduce riverine and pluvial flooding along Weber River, Cottonwood Creek, East Canyon Creek, and low-lying neighborhoods.	Dam Failure, Flood, Erosion, Problem Soils	Repetitive nuisance flooding and roadway ponding in valley-bottom neighborhoods; one RL property; aging storm drain system stressed by high-intensity storms and rain-on-snow events.	Protect life and property; reduce repetitive flood losses; maintain access to critical facilities and neighborhoods.	Morgan City Public Works/ Engineering	Local CIP; FEMA FMA, HMGP; Utah DEM flood-mitigation grants- NRCS Flood Prevention Grants:	1–2 years (planning in near term; construction phased)	High	Yes
MGC-2	Floodplain and Riparian Corridor Protection	Preserve floodplains and open space through ordinances, land purchase, and conservation easements. particularly along East Canyon Creek; use conservation easements, clustering, and setbacks to maintain natural flood storage.	Dam Failure, Flood, Erosion, Wildfire	Future growth pressure along waterways and valley bottoms could place new homes and infrastructure in high-risk flood corridors if not managed.	Avoid future risk; protect natural flood mitigation functions; support habitat and recreation.	Morgan City Community Development; Planning Commission	Local CIP; land or conservation easement partners; possible FEMA FMA for acquisition	3–5 years	High	Yes

[189] CIP: Capital Improvement Program, CRS: Community Rating System, DEM: Division of Emergency Management (Utah), EAP: Emergency Action Plan, EMPG: Emergency Management Performance Grant, EPA: Environmental Protection Agency, EOC: Emergency Operations Center, FMA: Flood Mitigation Assistance, FEMA: Federal Emergency Management Agency, FFSL: Forestry, Fire & State Lands (Utah), HMGP: Hazard Mitigation Grant Program, NFIP: National Flood Insurance Program, NGO: Non-Governmental Organization, NRCS: Natural Resource Conservation Service, NWS: National Weather Service, RL: Repetitive Loss, SFHA: Special Flood Hazard Area, UGS: Utah Geological Survey, WUI: Wildland–Urban Interface.

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MGC-3	Dam Inundation Overlay and Emergency Action Plan (EAP) Coordination	Map dam-inundation zones for upstream facilities (e.g., Lost Creek, East Canyon). Ensure coordination between Community Development and other departments to enforce code against building critical infrastructure in dam inundation zones.	Dam Failure, Flood	Downstream neighborhoods, transportation corridors, and utilities are within modeled dam-inundation areas; failure would cause severe, fast-onset flooding.	Protect life safety; support effective warning, evacuation, and land-use decisions in dam-inundation areas.	Morgan City Emergency Management; Community Development	Local CIP; FEMA HMGP (planning and warning improvements)	3–5 years	High	Yes
MGC-4	Citywide Drought and Water-Loss Management Program	Partner with the city's water provider(s) to update, adopt, and enforce drought and water-conservation ordinances. Weber Basin Water Conservancy District has drafted a template ordinance which the City is planning to adopt.; implement tiered water rates, leak-detection and metering upgrades, source-water protection zones, and system retrofits/expansions to handle growth. Conduct public outreach on irrigation efficiency and indoor water-saving practices.	Drought, Erosion, Problem Soils	Growing population and hotter, drier summers stress limited water supplies; leaking or undersized systems and expansive soils increase risk of service disruptions and infrastructure damage.	Increase water reliability; reduce demand; protect infrastructure and source-water quality.	Morgan City Public Works; water provider(s)	Local water enterprise funds; Utah Division of Water Rights, Water Optimization grants FEMA HMGP (where eligible)	3–5 years (phased)	High	Yes
MGC-5	Seismic Code Enforcement and Critical Facility Retrofit Program	Maintain adoption and enforcement of current seismic building codes; develop a model earthquake hazard ordinance and screening program to identify at-risk city-owned buildings (e.g., City	Earthquake	Morgan City lies near the Weber segment of the Wasatch Fault; some critical facilities and older structures	Protect life safety; maintain continuity of government and essential services after a major earthquake.	Morgan City Building Department; Public Works	Local CIP; FEMA Individual State Earthquake Assistance (ISEA) HMGP; (where available)	3–5 years (screening early, retrofits phased)	High	Yes

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		Hall, public works, water facilities) and prioritize them for engineering evaluation and retrofit or replacement. Include nonstructural seismic bracing for utilities and equipment.		may predate current seismic standards.						
MGC-6	Geologic Hazard and Hillside Development Overlay	Create or update a geologic-hazard/hillside development overlay that requires geotechnical investigations, slope-stability analysis, and appropriate setbacks and foundation designs in areas mapped for landslides, steep slopes, erosion, and problem soils around Morgan City. Limit new access roads and utilities in high-risk slopes where alternatives exist.	Landslide, Erosion, Problem Soils	Development on and below steep slopes and areas of expansive/ collapsible soils can experience ground failure, settlement, and slope movement, damaging roads, utilities, and structures.	Reduce long-term damage to homes, streets, and utilities; avoid siting new development in unstable areas.	Morgan City Community Development	Local CIP; technical support from Utah Geological Survey; FEMA HMGP (for high-risk areas or buyouts)	3–5 years	Mediu m–High	No
MGC-7	Wildland–Urban Interface (WUI) Land Use and Fuels Management Program	Develop or update WUI/wildfire codes and overlay districts to limit dense development in high-hazard foothill and canyon areas, require defensible space, fire-resistant landscaping and construction, adequate access and water supply, and enforce maintenance of fuels breaks around neighborhoods. Coordinate with fire agencies on community wildfire protection planning, Firewise sites, and post-fire flood mitigation.	Wildfire	Existing and future neighborhoods on the benches and canyon mouths are exposed to WUI fire and ember showers; growth could increase ignition risk and strain response.	Reduce structure ignition risk; protect evacuation routes; align land-use and fire planning.	Morgan City Community Development; Morgan County Fire District	Local CIP; Utah FFSL wildfire grants Community Wildfire Defense Grants (CWDP)-; FEMA HMGP (fuels and WUI projects)	3–5 years	High	No

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MGC-8	Resilient Critical Facilities and Backup Power	Prioritize city-owned critical facilities (e.g., City Hall/EOC, public works yard, water and sewer facilities) for structural hardening and installation of backup generators or battery storage to maintain heat, avalanche sheds where critical facilities in high risk areas, communications, and operations during snowstorms, extreme cold, high winds, earthquakes, and other disaster events.	Avalanche, Extreme Cold, Snowstorms, High Wind, Earthquake	Winter storms and downslope wind events have caused outages and access issues; loss of power or damage to critical facilities would impair response and utilities.	Maintain essential services and communications during multi-day outages and major disasters.	Morgan City Public Works; Emergency Management	Local CIP; FEMA HMGP; Utah Grid Resilience Program (GRID 40101d)	3–5 years	High	No
MGC-9	High-Wind, Hail, and Urban Forestry Resilience	Update building and roofing standards to encourage or require wind- and impact-resistant materials for new and substantially improved buildings; promote retrofits for older roofs; implement a proactive tree-management program (species selection, pruning, and removal where necessary) to reduce limb and tree failures onto power lines, roads, and buildings during high wind and hail events.	High Wind, Hail, Severe Weather, Snow, Wildfire	Morgan City is exposed to convective storms and downslope wind events that can damage roofs, vehicles, trees, and overhead utilities.	Reduce building and vehicle damage; decrease outage frequency and blocked roadways from tree and line failures.	Morgan City Building Department; Parks/Urban Forestry; Public Works	Local CIP utility partnerships; FEMA HMGP	3–5 years	Medium	No
MGC-10	Citywide Radon Testing and Mitigation Outreach	Partner with the health department and local realtors/builders to promote radon awareness; encourage radon testing in	Radon	Morgan County is in an elevated radon potential area; long-term indoor exposure	Reduce chronic health risk from radon; improve indoor air quality.	Morgan City Building Department; Weber-	Morgan City capital funds; homeowner cost-share;	3–5 years	Medium	No

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		existing homes; support mitigation for high readings; and incorporate radon-resistant new construction techniques into local building code or guidance.		threatens public health, especially in basements and ground-floor units.		Morgan Health Department	EPA/Utah State Indoor Radon Grants (SIRG)			
MGC-11	All-Hazards Public Education and Alerting Enhancements	Expand public outreach and messaging on mitigation actions the public can take across all hazards. These messages include: • Avalanche: Roadside, text and online messaging alerts during winter season to reduce risk of traveling in steep backcountry terrain during high avalanche danger and to help the public check local avalanche forecasts before recreating. • Dam Failure: Signage, online communications and in-person meeting annually to inform the public of the City's dam inundation zones and identify evacuation routes, and during high alerts.. • Drought: Work with regional partners to strategize development of in-person information sessions and online portal information to reduce	Avalanche, Dam Failure, Drought, Earthquake, Erosion, Extreme Cold, Flood, Hail, High Wind, Landslides, Problem Soils, Radon, Snowstorms, Wildfire	Many residents rely on social media and informal networks for warnings; some may not understand local hazard maps, codes, or protective actions.	Improve risk awareness and protective behavior; increase enrollment in alert systems; support equitable preparedness.	Morgan City Emergency Management; Public Information Officer	Staff Time; EMPG; partnerships with county/state agencies and NGOs	1–2 years	Medium	No

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		water consumption during prolonged drought seasons. • Earthquake: Develop bi-annual strategic planning with regional partners (American Red Cross) to provide grant funding information and financial assistance to eligible households for emergency planning and retrofitting kits in to reduce impacts of an earthquake. • Erosion: Develop public outreach and education information packets and online portal data to residents to be made aware of high risk erosion areas and mitigation measures to reduce risk from erosion. • Extreme Cold: Partner with local nonprofit organizations to develop public information campaigns during cold weather seasons to inform unhoused residents and vulnerable populations of Code Blue Program alerts and warming center locations. • Flood: Provide the public with educational resources to								

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		homeowners and businesses related to accessing affordable flood insurance on an bi-annual basis. • Hail: Establish educational awareness programs and method of notification to residents, and the general public before and during dangerous hail warnings using the NWS emergency warning systems educational resources. • High Wind: Provide educational resources to the general public on how to install storm shutters or reinforce windows and doors to reduce the risk of wind-borne debris property damage. • Landslides: Develop education and awareness programs to support the public's understanding of landslide risk based on their location, through online landslide location identification portals and links to state and national landslide information and notification websites. • Problem Soils: Develop a public awareness campaign related to								

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		the area's problem soils, and provide informational resources on the City website to aid residents on mitigation risk reduction measures. • Radon: Develop a public awareness campaign related to the area's radon testing program, and provide informational resources on radon mitigation measures to reduce risk. • Snowstorms: Develop snow removal resources and information programs with local nonprofit organizations during winter seasons to assist vulnerable populations with excessive snow removal to reduce the risk of buildup to prevent structural stress or collapse. • Wildfire: Partner with local fire departments to expand on public information campaigns related to defensible space strategies around structures to reduce risk of damage to homes and businesses during wildfire season								

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MGC-12	CRS Feasibility and NFIP Enhancement Project	Conduct a Community Rating System (CRS) feasibility study for Morgan City, evaluate needed activities (e.g., improved flood mapping, outreach, higher regulatory standards), and implement priority steps to improve NFIP performance and reduce flood insurance premiums for residents.	Flood	Morgan City participates in the NFIP but is not currently in CRS; limited staff capacity and competing priorities have delayed CRS evaluation.	Strengthen floodplain management; reduce insurance costs; support safer development.	Morgan City Public Works/ Floodplain Administrator	Staff Time; possible technical assistance from state NFIP office and FEMA	3–5 years	Medium	No
MGC-13	Install Higher Capacity Water Tank	The replacement of the current water tank for Morgan City with a higher capacity tank will allow for higher levels of water storage in preparation for water shortages.	Drought	During severe droughts Morgan City can run low on water for critical needs.	Reduce interruptions on critical facilities from drought	Morgan City Public Works	Local CIP; FEMA HMGP	1-2 years	Medium	No
MGC - 14	Install Box Culvert at State Street Bypass	Through the installation of a box culvert at the State Street Bypass, approximately 30 homes will see significantly reduced flood risk.	Flood	During flood events homes near the State Street Bypass are vulnerable to severe flooding	Protect life safety, and property from impacts of flooding	Morgan City Public Works	Local CIP; FEMA HMGP	3-5 years	High	No
MGC – 15	Stormwater Capacity and Drainage Improvements	Install sump pumps in area of the City that experience regular nuisance flooding from poor stormwater drainage. These pumps will reduce the impact of flooding on residences and roadways.	Flood, Erosion	Repetitive nuisance flooding and roadway ponding in valley-bottom neighborhoods; one RL property; aging storm drain system stressed by high-intensity storms and rain-on-snow events.	Protect life and property; reduce repetitive flood losses; maintain access to critical facilities and neighborhoods.	Morgan City Public Works/ Engineering	Local CIP; FEMA FMA, HMGP; Utah DEM flood-mitigation grants- NRCS Flood Prevention Grants:	1-2 years	High	No

#	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MGC – 16	Floodproofing At-Risk Facilities	Develop a program to identify at risk facilities that are could reduce flood damages through floodproofing. Support implementation of floodproofing at those locations through grant funding.	Flooding	Flooding can disrupt functioning of City and private facilities, impacting both services and the local economy.	Protect life and property; reduce economic impacts of flooding	Morgan City Community Development	Local CIP; FEMA FMA, HMGP	3-5 years	Medium	No

Mitigation Actions Implementation and Monitoring

Morgan City will implement the mitigation actions identified in this annex through coordinated efforts among City Administration, Planning and Zoning, Engineering, Public Works, and Morgan County Emergency Management. Each mitigation action will be assigned a lead department or partner responsible for advancing the action, coordinating with external agencies as needed, and tracking its progress.

Implementation will be monitored on an ongoing basis through regular review of capital improvement plans, infrastructure projects, grant opportunities, and development activity. Progress tracking will include documentation of milestones such as feasibility studies completed, funding applications submitted, projects initiated, and projects completed. Morgan City will coordinate with Morgan County to report implementation status during annual plan reviews and to support updates required as part of the countywide Hazard Mitigation Plan maintenance process.

Plan Integration

Status of Prior Plan Integration

This limited level of integration reflects the City's historical reliance on county-led mitigation planning. Since the 2021 plan, Morgan City has adopted plans and projects which relate to hazard mitigation, but do not directly cite the prior hazard mitigation plan. This includes adopting a new General Plan (2024), which includes policies addressing sensitive lands and hillside development constraints, marking an initial step toward more intentional integration of hazard integration. In addition, the City completed a hydrologic study associated with the State Street bridge to evaluate flood mitigation potential and inform future infrastructure decisions.

Future Plan Integration Methodology

To strengthen integration going forward, Morgan City will incorporate the mitigation priorities and actions identified in this annex into relevant City plans, programs, and decision-making processes. Integration will occur through the following:

- **Capital Improvement Planning:** Aligning mitigation actions with capital improvement planning to ensure hazard reduction measures are incorporated into infrastructure investments such as roads, drainage, water, and sewer systems. The City's Capital Improvement Program (CIP) fund is reviewed by department heads and presented to the City Council, providing an opportunity to evaluate mitigation benefits as part of project prioritization.

In addition, the City will consider opportunities to integrate it into day-to-day operations including:

- **Land Use and Development Review:** Incorporating hazard mitigation considerations into zoning updates, subdivision reviews, and site plan approvals to reduce exposure in flood-prone, wildfire-risk, erosion-prone, and problem-soil areas.
- **Interagency Coordination:** Continuing coordination with Morgan County, special service districts, and state agencies to align mitigation actions with regional infrastructure, watershed, and emergency management initiatives, including coordination with the Morgan County Health Department office located in Morgan City, the Morgan School District, and other relevant local partners.

Plan Maintenance

Morgan City will maintain this annex by integrating mitigation actions into routine planning, infrastructure, and development review processes and by coordinating with Morgan County Emergency Management on implementation responsibilities and timelines. Responsibilities for maintaining mitigation-related actions will be shared among City Administration, Planning and Zoning, Public Works, and Emergency Management departments, as appropriate.

Continued Public Involvement

Morgan City will continue to provide opportunities for public involvement in mitigation planning and implementation through existing public engagement mechanisms. These include City Council and Planning Commission meetings, public notices, City communications, and coordination with Morgan County outreach efforts. The City will seek to expand public engagement by incorporating hazard mitigation topics into regularly scheduled meetings, sharing mitigation-related information through existing communication tools, including the City's website, where the public will be invited to submit feedback, and coordinating with County-led outreach efforts. Draft plan updates and mitigation priorities will be made available for public review as part of future Hazard Mitigation Plan updates, allowing residents, businesses, and stakeholders to provide input on local hazard concerns and mitigation strategies.

Monitoring, Evaluating, and Updating the Plan

Morgan City will review progress on mitigation actions at least annually in coordination with Morgan County Emergency Management. City staff may also participate in Local Emergency Planning Committee meetings, when convened, to support coordination and information sharing related to hazards and mitigation efforts. This review will evaluate the following:

- Progress toward the implementation of mitigation actions
- Changes in hazard conditions, development patterns, or infrastructure
- Availability of new hazard data, mapping, or funding opportunities

This Morgan City Annex will be formally updated as part of the next countywide Hazard Mitigation Plan update cycle, consistent with FEMA requirements. The City may also update the annex between plan cycles if significant changes occur, such as major infrastructure projects, annexations, hazard events, or regulatory updates that affect local risk or mitigation priorities.

THIS PAGE INTENTIONALLY LEFT BLANK

Morgan School District Annex

Introduction

Morgan School District (MSD) serves as the primary kindergarten through 12th grade (K–12) education provider for Morgan County, Utah, operating eight public schools and programs[190] that together educate approximately 3,235 students in the 2023–2024 school year[191]. The district's campuses and programs are located in Morgan City and the rapidly growing Mountain Green area at the base of the Wasatch Range, along the Weber River transportation corridor. Morgan County itself is a small but fast-growing rural county of about 12,600 residents in 2023, with a relatively young population (about one-third under age 18), meaning that MSD facilities house a large share of the County's children on a daily basis[192].

Critical Infrastructure and Key Resources

For the purposes of this annex, MSD treats its instructional campuses, administrative facilities, and core support services as critical infrastructure and key resources because they concentrate most of the County's children and staff on a daily basis and are essential to continuity of education and community recovery. During the 2023–2024 school year, MSD served 3,235 students across eight schools with approximately 175 full-time classroom teachers and 12 administrators, plus additional support staff.

MSD owns and operates the following school facilities: Morgan High (1,143 students, grades 9–12), Morgan Middle (522 students, grades 5–8), Morgan School/Morgan Elementary (563 students, grades K–4), Morgan Preschool (37 students, pre-kindergarten [PK]), Mountain Green School (452 students, grades K–4), Mountain Green Middle (496 students, grades 5–8), Mountain Green Preschool (22 students, PK), and Morgan Online (districtwide K–12 virtual program). These facilities are clustered in two main nodes: the Morgan City education complex along East Young Street and North 200 East, and the Mountain Green campus area serving the rapidly growing western part of the County. The district office at 67 North 200 East in Morgan City houses central administration and several support functions.

In addition to school buildings, MSD's transportation, maintenance, food services, information technology (IT), and student support departments—all coordinated through the district office—are treated as key resources that support both daily operations and emergency response (e.g., student evacuation, feeding, communications, and rapid damage assessment). The district's bus fleet and routing system are especially

[190] Utah State Board of Education (USBE), School Directory – Morgan School District, 2024, https://schools.utah.gov/data/reports/schooldirectory.
[191] Utah State Board of Education (USBE), Enrollment Report – Fall Enrollment Data Portal (Morgan School District), 2023–2024, https://datagateway.schools.utah.gov/.
[192] U.S. Census Bureau, American Community Survey (ACS) 5-Year Estimates – Age Distribution, Morgan County, Utah, 2023, https://data.census.gov.

important given the rural nature of Morgan County and the reliance of many students on school transportation.

MSD facilities depend on several external lifeline systems. Electric service is provided by Morgan City Utilities within city limits and Rocky Mountain Power in Mountain Green and other unincorporated areas. Rocky Mountain Power is the largest electric supplier in Morgan County and is actively upgrading the Mountain Green substation to meet growing demand. Natural gas service for school facilities is provided by the regional utility historically known as Dominion Energy and now operating as Enbridge Gas Utah, which supplies most natural gas customers in the state. Potable water, wastewater, and stormwater services are provided by Morgan City and by special service districts in Mountain Green, while some outlying areas rely on on-site septic systems. This mix of systems makes school operations sensitive to infrastructure outages and to water-quality issues during flood, drought, or wildfire-smoke events.

All MSD campuses rely on the Interstate 84 (I-84) corridor and connecting collectors such as East Young Street and North 200 East for daily access, school bus routing, and emergency response. This reliance creates vulnerability to winter storms, flooding, wildfire smoke, and post-earthquake transportation disruption.

Hazard Identification

Table 74: Hazards Identified and Exceptions for Morgan School District

Hazard	Applicable	Not Applicable	Rationale for Not Including
Avalanche	X		
Dam Failure	X		
Drought	X		
Earthquake	X		
Erosion	X		
Extreme Cold	X		
Flood	X		
Hail	X		
High Wind	X		
Landslides	X		
Problem Soils	X		
Radon	X		
Snowstorms	X		
Wildfire	X		

Vulnerability Analysis

Overall Vulnerability and Impact Summary

MSD serves approximately 3,181 students across eight schools (PK–12) in Morgan City, Mountain Green, and surrounding unincorporated areas. These facilities sit in the Weber River valley and foothill communities that face multi-hazard risk, including earthquakes, radon, severe winter storms, drought and problem soils, wildfire, flooding, and climate-driven heat and air-quality issues. Countywide, the population is about 13,372 residents, with 30.5% under age 18, indicating a high concentration of children and youth who spend a significant portion of their time in MSD facilities.

Morgan County's overall social vulnerability is relatively low due to high median household income (~$108,000) and a 4.6% poverty rate, but specific groups—children, older adults, and those with respiratory or cardiovascular conditions—face elevated risk from poor air quality, extreme cold, and disruptions to transportation and utilities. First Street Foundation climate risk data indicate that 99% of the County's 7,848 properties have at least some wildfire risk, 32.2% (2,529 properties) have fluvial or pluvial flood risk, and 86% of homes have at least a "Moderate" Heat Factor, with very hot days projected to increase from 7 days per year today to 16 days per year in 30 years. Poor air quality already affects 4,267 children and teens and 1,540 older adults in Morgan County.

For MSD, the highest-priority life-safety hazards are earthquakes (Community Planning and Risk Index [CPRI] 3.25), radon (3.25), snowstorms (3.0), drought and problem soils (2.95), wildfire (2.9), and flood (2.75), followed by extreme cold, high wind, erosion, dam failure, landslide, avalanche, and hail. These hazards threaten students, staff, school buildings, transportation systems, and supporting lifelines (power, water, sewer, communications).

EARTHQUAKE

VULNERABILITIES

Morgan County lies on the Weber Segment of the Wasatch Fault Zone, where a M6.5–7.0 earthquake could cause severe structural and infrastructure damage. The 2021 Pre-Disaster Mitigation Plan notes that earthquakes are "multi-hazard events" with high probability of future occurrence and severity ranging from "limited" to "catastrophic." A 1,500-foot fault-damage buffer has been mapped around Quaternary faults, including the East Canyon and Saleratus Creek faults, to guide siting of critical facilities. MSD schools, district offices, bus facilities, utilities, staff, and students are exposed to strong ground shaking and potential secondary effects such as landslides, dam failure, and loss of road access.

IMPACTS

A major earthquake during school hours could result in injuries or fatalities, interior and non-structural damage (ceilings, lighting, contents), and prolonged closure of facilities even if buildings remain

structurally sound. Transportation corridors (especially I-84 and key bridges over the Weber River) and utilities that serve campuses could be disrupted, limiting the ability of buses, staff, and first responders to reach schools and affecting sheltering operations.

RADON

VULNERABILITIES

Radon ranks second in the updated hazard prioritization (CPRI 3.25). Morgan County is classified as EPA Zone 2 (2–4 pCi/L), with elevated indoor radon levels documented in basements and older structures. School buildings with slab-on-grade construction, crawlspaces, or basement areas—particularly in older campuses—may accumulate radon if not properly tested and mitigated, putting people and use of the facility at risk.

IMPACTS

Radon is a long-term, chronic health hazard rather than an acute life-safety threat. Unmitigated radon exposure increases lifetime lung cancer risk for staff and students who spend many hours in ground-floor or basement rooms. Testing, mitigation, and ongoing monitoring in MSD facilities are therefore critical for protecting indoor air quality.

SNOWSTORMS

VULNERABILITIES

Snowstorms (CPRI 3.0) are frequent and disruptive. County planning documents note frequent heavy snow events that affect canyon routes, utilities, and emergency access. MSD is highly dependent on school buses and personal vehicles traveling on steep, winding roads and I-84; heavy snowfall, ice, and reduced visibility increase crash risk and can delay or prevent student transport, including for special-needs students and out-of-district programs.

IMPACTS

Impacts include school closures, delayed starts, bus route disruptions, and increased heating demands. Prolonged outages of electric or natural-gas service during cold spells could compromise indoor temperatures, sprinkler systems, and technology infrastructure. Students who walk to school or wait at outdoor bus stops are exposed to frostbite and hypothermia risks during extreme cold events, especially if proper clothing is lacking.

DROUGHT

VULNERABILITIES

Drought affects water supply reliability, landscape irrigation, and long-term soil moisture conditions across Morgan County. MSD campuses rely on culinary and secondary water systems for drinking water, sanitation, cooling, and irrigation of athletic fields. Reduced reservoir storage, canal flows, and municipal restrictions may constrain water availability during prolonged drought conditions.

MSD serves approximately 3,181 students during the school year, representing a substantial share of the County's youth population. Students, particularly younger children and those with respiratory or heat sensitivity conditions, may be more vulnerable to air-quality effects associated with drought conditions.

IMPACTS

Drought may result in water-use restrictions affecting athletic fields and landscaping, reduced cooling efficiency during hot periods, and increased wildfire risk near wildland–urban interface (WUI)-adjacent campuses. Prolonged drought may also elevate dust and air-quality issues that affect outdoor activities.

Drought-related heat and air-quality conditions may affect student health, increase absenteeism, and require modifications of outdoor activities, especially for elementary-aged children and student-athletes.

PROBLEM SOILS

VULNERABILITIES

Expansive and collapsible soils in valley developments can cause differential settlement, foundation stress, cracking of sidewalks and pavements, and damage to underground utilities. Several MSD campuses are located in valley-bottom areas where shrink–swell cycles associated with drought and seasonal moisture variations may affect building performance over time.

IMPACTS

Impacts include long-term structural and non-structural maintenance needs, increased trip hazards from sidewalk displacement, pipeline stress, and higher lifecycle costs for facilities and grounds. These impacts are generally gradual but can compound over time. Settlement-related cracking or pavement displacement may create trip hazards affecting students, staff, and visitors, particularly young children and individuals with mobility limitations.

WILDFIRE

VULNERABILITIES

Wildfire has a CPRI score of 2.9 and is amplified by climate change, drought, and steep slopes. First Street Foundation analysis shows that 99% of properties in Morgan County have some wildfire risk, with approximately 17% of properties at "Major" or higher risk. Mountain Green and other west-slope communities are specifically identified as WUI areas with high exposure. MSD campuses in Mountain Green and Morgan City are embedded within or adjacent to these residential areas and depend on volunteer fire protection districts and limited road networks for evacuation.

Mountain Green Elementary School is located in an area with a wildfire structure exposure score of 5, indicating high risk. All other district facilities are in a moderate-exposure area with a score of 4.

IMPACTS

Wildfire impacts include the following:

- Direct threat to school buildings, outdoor facilities, and bus yards in WUI areas
- Smoke and poor air quality, which can force cancellation of outdoor activities and require adjustments to ventilation strategies, even when fires burn in neighboring counties
- Evacuation and shelter-in-place decisions, and potential use of schools as temporary shelters for evacuated households, which can affect continuity of education
- Injuries or death, including along transportation routes to/from the school district

FLOOD

VULNERABILITIES

Flooding (CPRI 2.75) affects riverine areas along the Weber River and its tributaries, as well as localized pluvial flooding in developed valley bottoms. MSD facilities and key access routes in Morgan City and Mountain Green lie within these valley systems, near rivers, canals, and storm-drainage networks.

Morgan High School and the accompanying sports fields are in the 1% annual chance flood zone, and the northern portion of the property is in the floodway. The MSD bus garage and maintenance buildings are also partially within these zones, with a portion located within the 0.2% annual chance flood hazard area. Morgan Elementary School, Morgan Middle School, and the MSD offices are just outside the mapped hazard area, but roads leading to these facilities are within the hazard area and are potentially vulnerable.

IMPACTS

Flood events may result in the following impacts:

- Damage roads, bridges, and culverts used for bus routes, delaying or preventing access to schools
- Cause localized inundation of school parking lots, fields, and low-lying building areas, leading to temporary closure or costly repairs
- Interrupt water, sewer, and power services that rely on infrastructure crossing flood-prone corridors

HIGH WIND

VULNERABILITIES

MSD facilities include large roof spans, athletic fields, playground equipment, parking lots, and bus yards that may be vulnerable to high wind events. Exterior building components such as roofing materials, windows, signage, fencing, and portable equipment may be susceptible to wind damage. Mature trees located near campuses may increase the risk of falling branches during windstorms. Above-ground power lines serving campuses may also be exposed to wind-related outages.

Students and staff are particularly vulnerable during arrival and dismissal periods, outdoor classes, recess, and athletic events when exposure to flying debris or falling branches is increased. Younger children may be less able to recognize and respond quickly to sudden wind hazards. Students with mobility limitations, sensory sensitivities, or cognitive disabilities may require additional assistance during rapid sheltering or evacuation procedures. Bus transportation operations may also be affected, impacting students who rely on district-provided transportation.

IMPACTS

High wind events may cause roof damage, broken windows, fallen branches, and debris accumulation on school grounds. Power outages may disrupt lighting, heating, ventilation, and air conditioning (HVAC) systems, communications, food service operations, and instructional activities. Falling debris or tree limbs may pose safety hazards during arrival, dismissal, or outdoor activities. While typically short in duration, high wind events may require temporary closures or facility repairs.

HAIL

VULNERABILITIES

School buildings with conventional roofing materials, skylights, and exterior mechanical equipment may be vulnerable to hail damage. District-owned vehicles, including school buses, and outdoor equipment may also be exposed. Athletic fields and landscaping may experience localized impacts during severe hailstorms.

Students participating in outdoor activities during sudden hail events may be at risk of injury. Younger children and students engaged in athletics are particularly vulnerable if protective shelter is not immediately accessible. Staff supervising outdoor areas may need to implement rapid protective actions.

IMPACTS

Hail events may damage roofing systems, siding, windows, and vehicles, potentially resulting in water intrusion and interior damage if repairs are delayed. Insurance claims, repair costs, and temporary service disruptions may occur. Although hail events are typically brief, their financial and operational impacts can be significant.

EROSION

VULNERABILITIES

Erosion risk in the district is associated with steep hillside areas, canyon-adjacent development, and slope instability near school catchment areas. Morgan County mapping indicates that some school facilities are located in areas of slight erosion hazard, and Mountain Green Middle School is exposed to areas of low to moderate landslide susceptibility. Sloped terrain may affect access roads and utility corridors serving campuses.

Students and staff may be affected indirectly if erosion compromises access roads, sidewalks, parking areas, or bus routes. Young children and individuals with mobility limitations may be more vulnerable to trip hazards caused by pavement cracking or ground displacement. Reduced access reliability may affect emergency response times and safe arrival/dismissal operations.

IMPACTS

Erosion may affect road shoulders, sidewalks, drainage systems, and underground utilities serving school sites. Progressive soil movement may contribute to pavement cracking, drainage inefficiencies, or localized access issues. Impacts are generally gradual but may increase maintenance needs and create safety concerns such as trip hazards or reduced emergency access.

EXTREME COLD

Morgan School District is vulnerable to extreme cold because district facilities, transportation routes, and student-serving operations are located within Morgan County's winter climate zone, where valley-floor cold-air pooling, inversions, freezing fog, and Arctic air outbreaks can produce subzero temperatures and hazardous travel conditions. District schools, administrative buildings, athletic facilities, maintenance areas, bus operations, and outdoor activity spaces may be exposed to prolonged cold temperatures, icy pavement, reduced visibility, and elevated heating demand during multiday cold spells.

VULNERABILITIES

People most vulnerable to extreme cold within Morgan School District include students, staff, bus drivers, maintenance personnel, and visitors who may be exposed during arrival and dismissal, recess, outdoor activities, athletic events, field trips, or emergency evacuations. Young children, students with disabilities, students with medical conditions, and individuals who rely on medications or electrically powered medical devices may face increased risk during power outages or extended heating disruptions. Extreme cold can increase the risk of frostbite, hypothermia, respiratory stress, and other cold-related health concerns, particularly when students are waiting outdoors for buses, walking to school, or moving between buildings and activity areas.

District facilities and operations are also vulnerable to cold-related disruptions. School buildings may experience increased heating demand, frozen or ruptured pipes, boiler or HVAC strain, and higher utility costs during prolonged subzero conditions. Water lines, fire suppression systems, restrooms, kitchens, and mechanical rooms may be affected if temperatures remain below freezing or if power interruptions occur. Icy sidewalks, parking lots, bus loops, playgrounds, and building entrances can increase the likelihood of slips and falls for students, staff, and visitors. Transportation routes used by school buses may also become hazardous due to black ice, freezing fog, snowpack, and refreezing after daytime melt, which can delay routes and affect safe access to schools.

IMPACTS

Extreme cold impacts to Morgan School District are generally operational but can be significant when cold conditions persist or occur with winter storms, power outages, or transportation disruptions. The district may need to delay school start times, cancel classes, modify bus routes, restrict outdoor activities, or increase supervision during arrival and dismissal periods. Heating system failures, frozen plumbing, or utility outages could require temporary closure of affected buildings or relocation of students and staff. Cold-related road conditions may increase travel times for buses and staff, reduce attendance, and complicate emergency response access to school campuses.

Extended cold events can also increase maintenance demands and operating costs for the district. Facilities staff may need to conduct additional inspections, address frozen pipes or heating system issues, apply ice control materials, clear sidewalks and bus areas, and monitor building temperatures during nights, weekends, and school breaks. If extreme cold coincides with a power outage, impacts could include loss of heating, communications, lighting, food service operations, and access control systems. Overall, extreme cold is a recurring hazard for Morgan School District with the potential to affect student safety, transportation reliability, facility operations, continuity of instruction, and the district's ability to maintain essential services during winter weather events.

LANDSLIDE

VULNERABILITIES

Steep slopes and canyon terrain within parts of Morgan County create localized landslide susceptibility. Mountain Green Middle School is identified within areas of low to moderate landslide susceptibility. Schools located near hillside areas may be indirectly affected by slope instability impacting adjacent infrastructure or access routes.

Students and staff relying on hillside access roads may be vulnerable to transportation disruptions caused by slope movement. Individuals with medical needs, mobility limitations, or dependence on specialized transportation may experience greater hardship if routes are temporarily restricted. Disruptions during school hours may require coordinated shelter-in-place or early dismissal procedures.

IMPACTS

Landslides may disrupt transportation corridors, delay bus routes, or limit emergency access to affected campuses. In rare cases, slope movement could impact utilities or structural elements near vulnerable sites. Even minor slope instability may require mitigation measures, monitoring, or temporary closures of affected areas.

DAM FAILURE

VULNERABILITIES

Although the probability of dam failure is relatively low, multiple MSD facilities are located within mapped dam inundation boundaries for Lost Creek, Echo, and East Canyon Dams. Mountain Green Middle School is identified as vulnerable to failure of the Northwest Dam. Morgan High School, Morgan Elementary School, Morgan Middle School, district offices, and bus garage/maintenance facilities are located within mapped inundation zones associated with upstream dams.

Dam failure poses significant life and safety risks because schools concentrate large numbers of children during the school day. Students may have limited independent evacuation capacity and require structured, staff-led evacuation procedures. Younger students, students with disabilities, and medically dependent individuals may require additional assistance during rapid evacuation. Transportation coordination with parents and guardians would be critical.

IMPACTS

A dam failure event would result in rapid downstream flooding, creating significant life-safety risks for students, staff, and visitors. Impacts could include evacuation needs, facility damage, loss of access routes, and disruption of district operations. Transportation networks and emergency response capacity could be compromised during inundation conditions.

AVALANCHE

VULNERABILITIES

Avalanche hazards are primarily associated with canyon travel corridors and mountainous terrain rather than school building sites. However, district operations rely on transportation corridors such as I-84 and canyon roads that may be subject to avalanche closures during winter storm conditions.

Students and staff commuting from canyon or mountain-adjacent areas may be affected by road closures or travel delays. Students who depend on bus transportation may experience disruptions. Extended closures may disproportionately affect families with limited alternative transportation options or inflexible work schedules.

IMPACTS

Avalanche events may block highways and canyon routes, isolating portions of the district and disrupting student transportation, commute times, and emergency access. Extended closures may delay school operations, bus services, or emergency response. Indirect impacts may include scheduling disruptions and reduced access to essential services.

Population Exposure and Social Vulnerability

MSD's vulnerability is shaped not only by the physical condition of its buildings and infrastructure, but also by the characteristics of the population it serves. Because schools concentrate a large share of Morgan County's children during school hours, it is essential to understand demographic characteristics, health sensitivities, and socioeconomic conditions to evaluate life-safety risk, continuity of operations, and recovery capacity.

- **Children and Youth:** With 30.5% of the county's 13,372 residents under 18, roughly 4,000–4,100 children and teens live in Morgan County, and about 3,181 are enrolled in MSD. This means the majority of local youth are present in MSD facilities on school days, making schools central to life-safety, sheltering, and risk-reduction efforts.
- **Socioeconomic Factors:** Morgan County's median household income of $108,309 and 4.6% poverty rate indicate relatively strong household capacity to prepare for and recover from disasters, but high housing costs and limited rental stock can constrain post-disaster relocation options.
- **Students per Household:** The general plan notes high student-per-household and a small commercial tax base, which contribute to MSD spending the least per student in Utah despite high assessed property values. This financial constraint can limit the district's capacity to fund major mitigation projects without external assistance.

Critical Facilities and Lifelines at Risk

MSD's critical assets include five primary schools (Morgan Elementary, Mountain Green Elementary, Morgan Middle, Mountain Green Middle, Morgan High), two preschools, online education programs, bus garages, and the district office. These facilities depend on the following lifelines:

- **Transportation:** I-84, state routes, canyon roads, and local streets that are vulnerable to snowstorms, landslides, flooding, and post-earthquake damage.
- **Fire and Emergency Medical Services (EMS):** A volunteer county fire department in Morgan City and a separate Mountain Green Fire Protection District, both serving MSD campuses and surrounding neighborhoods.
- **Water and Sewer:** Culinary water from springs and wells in Morgan City and private water companies in unincorporated areas, along with sewer service from Morgan City and the Mountain Green Sewer Improvement District; both systems are sensitive to drought, contamination, and infrastructure damage.
- **Power and Communications:** Morgan City Power and Rocky Mountain Power transmission lines serve most facilities; outages due to wind, snow, wildfire, or earthquakes would affect life-safety systems, heating/cooling, and instructional continuity.

Built Environment and Structures/Land at Risk

MSD structures are primarily located in developed valley bottoms (Morgan City, Mountain Green) surrounded by steep slopes, rivers, and WUI areas. Residential development in these communities has expanded rapidly—the County population grew 72.4% between 2000 and 2020 and is projected to continue growing through 2050. This growth increases the following vulnerabilities:

- Exposure of school campuses to nearby housing and infrastructure that may be damaged or burned, affecting school operations even without direct building damage
- Cumulative stress on water, sewer, and road systems serving schools, especially under drought or heavy-storm conditions
- The number of students and staff who may be impacted by building damage, shelter-in-place, or evacuation orders

Built-environment vulnerabilities for MSD include aging building stock at some campuses, widespread use of hard-surface paving (which can increase pluvial flood runoff), limited redundancy for key facilities (only one high school and limited specialized spaces), and potential exposure of foundations and underground utilities to problem soils.

Changes Since the Last Plan Update

Since the Federal Emergency Management Agency (FEMA)-approved 2021 Pre-Disaster Mitigation Plan, several changes affect MSD vulnerability:

- **Population and Enrollment Growth:** County population has increased to ~13,372 residents, and Morgan District enrollment reached 3,181 students in 2023–24, indicating more people at risk during school hours.
- **Refined Hazard Ranking:** The 2025 risk-assessment update identifies earthquakes and radon as top hazards, with snowstorms, drought, problem soils, wildfire, and flood following closely behind, sharpening priorities for school mitigation investments.
- **Enhanced Climate-Risk Information:** First Street Reports now provide parcel-level estimates of wildfire, flood, heat, and air-quality risk, revealing high exposure of local residents—especially children—to these hazards.
- **Planning and Growth in Mountain Green and Morgan City:** Updated general plans document ongoing residential expansion and infrastructure planning in the school catchment areas, increasing WUI interface and dependency on constrained canyon- and valley-transportation corridors.

Future Vulnerability Considerations

Looking ahead, MSD vulnerability is expected to increase without targeted mitigation due to the following factors:

- **Continued Population Growth:** Projections for Morgan City alone show population rising to nearly 9,900 residents by 2050, with associated growth in student enrollment and development near existing schools.
- **Climate Change:** More frequent rain-on-snow events, earlier snowmelt, prolonged dry periods, and hotter summers will alter flood, drought, wildfire, and air-quality patterns affecting school operations and infrastructure.
- **Aging Infrastructure and Problem Soils:** As buildings and underground utilities age, cumulative impacts from expansive/collapsible soils and repeated hazard events (freeze–thaw cycles, drought, minor floods) will grow, increasing maintenance needs and the likelihood of performance issues during major events.
- **Resource Constraints:** The district's low per-student spending relative to Utah averages, despite high property values, may limit its ability to undertake large capital mitigation projects without external funding or partnerships.

Capability Assessment

MSD's mitigation and resilience capabilities are grounded in its participation in county- and state-level hazard planning, compliance with Utah safety and building regulations, and the day-to-day capacity of district staff to plan, fund, operate, and maintain safe learning environments. Where MSD lacks direct regulatory authority (for example, over land use or floodplain management), it relies on coordination with Morgan County, Morgan City, and state agencies.

Planning and Regulatory

Table 75 summarizes planning and regulatory capabilities for this planning area.

Table 75: Morgan School District Planning Capabilities

Plan/Document	Purpose and Relevance to Hazard Mitigation
Morgan County Local Hazard Mitigation Plan Update (in progress)	Current effort to update the 2021 plan; the process explicitly includes special districts and will produce a dedicated MSD annex, helping align district mitigation actions with county and city strategies and funding opportunities.
Morgan County General Plan (most recent update)	Countywide land-use and growth-management framework that guides residential and infrastructure development in unincorporated areas served by MSD; by steering growth and infrastructure away from high-risk areas, it indirectly reduces future hazard exposure of district facilities and bus routes.
Morgan City General Plan Update	Municipal plan that guides development, transportation, and public services in Morgan City, where several MSD campuses and critical routes are located; policies related to floodplains, hillside development, and infrastructure capacity support safer siting and upgrading of school facilities.
MSD School Emergency Response and Safety Plans (per Utah Code 53G-4-402 and related rules)	School- and district-level emergency response and safety plans required by state law, addressing evacuation, shelter-in-place, communications, and coordination with law enforcement, fire, EMS, and emergency management; while focused on preparedness and response, these plans inform mitigation priorities for safe access/egress, backup power, and protective upgrades to buildings and grounds.

Table 76 summarizes regulatory capabilities for this planning area.

Table 76: Morgan School District Regulatory Capabilities

Policy/Code Name	Code Number (if applicable)	Year	Purpose and Relevance to Hazard Mitigation
Utah Fire Prevention and Safety Act	Utah Code 53-7 (referenced in Utah Enhanced State Hazard Mitigation Plan)	1993	Establishes authority of the State Fire Marshal and local fire officials to enforce fire safety rules on school district property, supporting fire-resistant construction, inspections, and correction of fire hazards in MSD buildings.
Management of Forest Lands and Fire Control	Utah Code 65A-8-1	1993	Provides framework for wildfire prevention and control, including reciprocal fire protection agreements; supports wildfire risk reduction and response around MSD facilities in wildland–urban interface areas.
School Building Earthquake Inspection Program / HB 278S01	State program referenced in Utah Enhanced HMP	2013	Requires school districts seeking bond funds to conduct FEMA 154 rapid visual screening or more detailed seismic studies for pre-1975 school buildings, encouraging identification and prioritization of seismic retrofit needs for MSD's older facilities.
Utah Code 53G-9-601 to 53G-9-607 (Bullying, Cyberbullying, Hazing, Retaliation)	State statutes cited in MSD policy	2019–2020	Requires LEAs to adopt and enforce policies, reporting, training, and data collection related to bullying and hazing; MSD's implementation supports safer, more supportive school climates that reduce stressors and vulnerabilities before and after disasters.
MSD Employee Bullying and Hazing Policy	DLA	Current (aligned with 2019–2020 state law and rules)	District policy defining, prohibiting, and establishing investigation and training requirements for bullying, cyberbullying, hazing, and retaliation toward staff and students, including regular training and annual reporting; this strengthens social cohesion and mental health protections that are important components of overall resilience.
Building Code		2021	While MSD is not legally required to adopt and enforce building codes, district facilities are located in the County and City which have adopted the Utah Building Codes based on the 2021 International

Policy/Code Name	Code Number (if applicable)	Year	Purpose and Relevance to Hazard Mitigation
			Building Codes (IBC) and International Residential Code (IRC).

Administrative and Technical

Table 77 summarizes administrative capabilities for this planning area.

Table 77: Morgan School District Administrative Capabilities

Agency/Organization/Partnership	Sector	Role in Hazard Mitigation and Resilience
Morgan School District Board of Education and District Administration	Education/Public Administration	Sets district policy, approves budgets and capital projects, and adopts required emergency and safety plans; provides overall governance for integrating mitigation priorities (e.g., seismic safety, safe routes, indoor air quality) into long-range planning and investments.
MSD Facilities and Maintenance Staff	Facilities/ Operations	Responsible for day-to-day maintenance and repair of school buildings and grounds, coordinating building upgrades, drainage improvements, defensible space around facilities, and compliance with building and fire codes; key implementers of structural and non-structural mitigation measures identified in the county and district plans.
MSD Transportation Staff (School Bus Operations)	Transportation	Manages bus routing, snow and severe-weather procedures, and coordination with county public works and law enforcement; supports mitigation by avoiding high-risk routes where feasible and informing safe access/egress improvements to campuses.
MSD School-Level Administrators and Safety Teams	Education/ Campus Safety	Implement school emergency and safety plans, coordinate drills, maintain emergency supplies, and identify site-specific mitigation needs (e.g., securing contents, relocating portable classrooms away from hazard areas).
Partnerships with Morgan County, Morgan City, and Weber Basin Water Conservancy District	Local Government/ Special Districts	Provide access to hazard data, emergency management expertise, dam and flood information, and potential project partners for mitigation grants, especially for flood,

Agency/Organization/Partnership	Sector	Role in Hazard Mitigation and Resilience
		dam failure, and seismic risk affecting school facilities.

Table 78 summarizes technical capabilities for this planning area.

Table 78: Morgan School District Technical Capabilities

Capability	Role in Hazard Mitigation and Resilience
Facilities and maintenance staff with building systems and construction experience	Support identification of building deficiencies, oversee small-scale retrofits (e.g., bracing of non-structural elements, drainage fixes), and coordinate with design professionals for larger seismic- or flood-related upgrades.
Access to county and state GIS and hazard data	Through participation in the county mitigation-planning process, MSD can use updated flood, dam inundation, wildfire, and earthquake hazard maps when planning future facility improvements or siting new buildings.
Information technology capacity	Supports continuity of learning (e-learning, remote operations) during extreme weather, poor air quality, and other disruptions, which reduces the educational and economic consequences of hazard events.
Safety, counseling, and student services staff	Provide training, social-emotional supports, and post-event recovery services that reduce long-term human impacts and help students and staff recover more quickly from disasters or extended disruptions.

Financial

Table 79 summarizes financial capabilities for this planning area.

Table 79: Morgan School District Financial Capabilities

Funding Source	Type (Pre- or Post-Disaster)	Purpose and Relevance to Hazard Mitigation
District Operating and Capital Improvement Budgets	Pre-Disaster	Local property-tax and state-aid revenues used for routine maintenance and capital improvements; primary mechanism for funding code-compliant construction, roof and HVAC replacement, drainage improvements, and other projects that can incorporate mitigation features when planned.

Funding Source	Type (Pre- or Post-Disaster)	Purpose and Relevance to Hazard Mitigation
Federal Elementary and Secondary School Emergency Relief (ESSER) I Allocation – $45,892	Post-Disaster (COVID-19 relief)	One-time federal emergency relief funds that MSD could apply (and has experience applying) to eligible facility improvements, technology, and student supports; experience managing ESSER grants demonstrates the district's ability to administer federal funds that may include resilience co-benefits and positions MSD to manage future hazard mitigation grants.[193]
Federal ESSER II Allocation – $184,986	Post-Disaster	Follow-on federal relief funds; while primarily for pandemic recovery, investments such as improving ventilation, technology, and distance-learning capacity can support resilience to wildfire smoke, and other disruptions.[194]
Federal ESSER III Allocation – $416,771	Post-Disaster	Largest tranche of pandemic recovery funds; allowed for multi-year investments and built MSD capacity to plan and manage larger projects and grants—skills that are transferable to FEMA hazard mitigation funding opportunities.[195]
FEMA Hazard Mitigation Assistance Programs (HMGP, FMA – accessible via Morgan County's FEMA-approved Pre-Disaster Mitigation (PDM) Plan	Pre- and Post-Disaster	With Morgan County's PDM plan approved and adopted, local jurisdictions and partners are eligible to pursue FEMA mitigation grants; MSD can work through Morgan County or as a sub-applicant (where allowed) for projects such as seismic retrofits, drainage improvements, safe rooms, and backup power for critical facilities.

[193][193] Ballotpedia, "Elementary and Secondary School Emergency Relief (ESSER) Allocation and Expenditures by District in Utah," https://ballotpedia.org/Elementary_and_Secondary_School_Emergency_Relief_%28ESSER%29_allocation_and_expenditures_by_district_in_Utah.

[194] Ballotpedia, "Elementary and Secondary School Emergency Relief (ESSER) Allocation and Expenditures by District in Utah," https://ballotpedia.org/Elementary_and_Secondary_School_Emergency_Relief_%28ESSER%29_allocation_and_expenditures_by_district_in_Utah.

[195] Ballotpedia, "Elementary and Secondary School Emergency Relief (ESSER) Allocation and Expenditures by District in Utah," https://ballotpedia.org/Elementary_and_Secondary_School_Emergency_Relief_%28ESSER%29_allocation_and_expenditures_by_district_in_Utah.

Education and Awareness

Table 80 summarizes education and awareness capabilities for this planning area.

Table 80: Morgan School District Education and Awareness Capabilities

Capability	Lead Organization	Description
Bullying, Hazing, and Cyberbullying Prevention Training	Morgan School District (MSD)	District policy requires training at least every three years for employees, coaches, volunteers, and students on bullying, cyberbullying, hazing, retaliation, discrimination, and trauma-informed practices; this improves school climate and social resilience before and after disasters.
Annual Student Climate and Safety Assessments	MSD	Schools conduct at least one annual assessment of bullying and hazing prevalence, including identification of "unsafe" locations where additional supervision or environmental design changes may be needed; these assessments can inform mitigation priorities related to campus layout and supervision.
Emergency Preparedness Outreach to Families	MSD (in coordination with local emergency management)	MSD shares safety policies and procedures with families via handbooks and the district website and can coordinate with county and city partners to promote household emergency planning and hazard awareness, reinforcing preparedness beyond the school campus.
Earthquake Drills	MSD (in coordination with Morgan County Emergency Management and local first responders)	MSD conducts regular earthquake drills in accordance with Utah Code and state education guidance, including drop-cover-hold procedures, evacuation protocols, and post-event accountability. These drills improve life-safety readiness for students and staff and reinforce awareness of seismic risk identified as a top hazard in the countywide risk assessment.

National Flood Insurance Program Status

Participation in the National Flood Insurance Program is one type of mitigation capability which requires additional consideration as a part of the hazard mitigation plan update. As a special district, MSD does not manage floodplain management requirements in the planning area, but Morgan County and Morgan City are participants in the program. Adopted regulations and compliance with the NFIP program standards by Morgan County and Morgan City cover district assets.

Table 81 summarizes National Flood Insurance Program (NFIP) status for this planning area.

Table 81: Morgan School District NFIP Status[196]

CID	Community Name	County	Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Regular-Emergency Program Entry Date
490093B	Morgan City, City of	Morgan County	06/28/1974	07/16/1987	12/07/2017	07/16/1987
490092B	Morgan County (unincorporated areas)	Morgan County	10/18/1974	09/28/1990	12/07/2017	09/28/1990

- **Flood Zones:** Morgan City and unincorporated Morgan County (unincorporated areas) participate in the NFIP and have mapped Special Flood Hazard Areas (SFHAs) along Cottonwood Creek, East Canyon Creek, and the Weber River, based on updated maps effective December 7, 2017. Several MSD facilities, including Morgan Middle School and Morgan Elementary School, are located near mapped floodplains and rely on surrounding transportation and drainage infrastructure that may be affected during flood events.
- **Floodplain Management Regulations and Compliance:** Floodplain development in areas where MSD facilities are located is regulated by Morgan City and Morgan County (unincorporated areas) through their flood-damage-prevention ordinances and permitting processes; MSD relies on these jurisdictions' floodplain administrators and building officials to review any new construction or substantial improvements affecting school properties. While MSD itself does not administer floodplain regulations, the district coordinates with local floodplain administrators to understand flood risk to existing campuses and to support emergency planning and continuity of operations.
- **Adoption of NFIP Criteria:** Morgan City and Morgan County (unincorporated areas) have adopted NFIP minimum standards as a condition of participation in the program, including requirements for elevating or floodproofing structures in SFHAs, which apply to MSD facilities when they are newly constructed or substantially improved in these zones.

[196] CID: Community Identification Number, FHBM: Flood Hazard Boundary Map, FIRM: Flood Insurance Rate Map, NFIP: National Flood Insurance Program.

- **Implementation Oversight:** Local enforcement is carried out by county and city staff (e.g., planning, engineering, and building departments); MSD coordinates with them during project planning and permitting to ensure compliance with NFIP-related standards for any affected school facilities.
- **Substantial Improvement/Substantial Damage (SI/SD) Provisions:** SI/SD determinations for MSD buildings are made by Morgan County or Morgan City as part of their NFIP responsibilities; any MSD project in SFHAs that meets SI/SD thresholds would be required to bring the structure into compliance with current floodplain standards
- **Repetitive Loss (RL) and Severe Repetitive Loss (SRL) Properties:** No MSD properties are RL or SRL.
- **Community Rating System (CRS) Participation:** Morgan City and Morgan County (unincorporated areas) are not listed among Utah CRS communities in the statewide flood chapter consulted; consequently, MSD's facilities do not currently benefit from CRS-driven premium reductions but could in the future if local jurisdictions join CRS.
- **Regional Coordination:** MSD benefits indirectly from regional flood mapping and mitigation initiatives in the Upper/Lower Weber watershed, including updated FEMA mapping funded in 2011 for Cottonwood Creek, East Canyon Creek, and the Weber River, which inform local planning and floodplain management for the communities where MSD operates.
- **Flood Evacuation Planning for Key MSD Facilities:** Morgan Middle School and Morgan Elementary School, located in Morgan City near Cottonwood Creek and associated drainage corridors, are identified as priority facilities for flood preparedness. MSD emergency and safety plans include site-specific evacuation, shelter-in-place, and parent-notification procedures for flood events, coordinated with Morgan City Emergency Management, public safety agencies, and transportation providers. MSD will continue to review and update flood evacuation routes, reunification procedures, and communication protocols for these campuses in coordination with local floodplain administrators and emergency responders, consistent with FEMA guidance for critical facilities in or near SFHAs.

Opportunities for Improvement

Table 82 identifies opportunities for improvement for this planning area.

Table 82: Morgan School District Opportunities for Improvement

Opportunity Type	Description	Lead Organization
Planning and Regulatory	Formalize integration of MSD's school emergency and safety plans with the updated Morgan County Local Hazard Mitigation Plan by cross-referencing mitigation projects (e.g., seismic retrofits, drainage improvements, backup power) in both sets of documents and ensuring Board-level adoption of the updated MSD annex.	MSD Administration, in coordination with Morgan County Emergency Management

Opportunity Type	Description	Lead Organization
Administrative and Technical	Designate a district-level resilience or safety coordinator to serve as MSD's primary point of contact for hazard mitigation planning, data collection on facility vulnerabilities, and coordination with county, city, and state partners.	MSD Administration
Financial	Work with Morgan County to identify and develop at least one shovel-ready mitigation project (such as structural strengthening of older buildings, drainage improvements, or safe-room features in new construction) that could be submitted for FEMA HMGP, FMA, or BRIC funding following plan approval.	MSD Administration and Facilities, Morgan County Emergency Management
Education and Awareness	Expand community outreach and education efforts to include coordination with parents, faith-based organizations, and other public/community entities; build on existing School Community Councils and emergency committees and support the district's goal of organizing a full-scale drill that incorporates parents and the broader public.	MSD Student Services and School Administrators

Mitigation Strategy

Status of Prior Actions

MSD did not have a standalone annex or district-specific mitigation actions in the 2021 Morgan County Hazard Mitigation Plan. The plan addressed school buildings only within the countywide facility inventories.

Table 83 summarizes the status of prior mitigation actions for this planning area.

Table 83: Status of Mitigation School District Actions

Hazard	Mitigation Action Item	Current Status (as of current HMP Update)
All	All	No Morgan School District (MSD)–specific mitigation actions were identified, adopted, or tracked in the 2021 Morgan County Pre-Disaster Mitigation Plan. MSD was referenced only in facility inventories; no district actions were included in the County's action tables.

THIS PAGE INTENTIONALLY LEFT BLANK

2026 Mitigation Actions

Table 84 summarizes 2026 mitigation actions for this planning area.

Table 84: 2026 Mitigation Actions for Morgan School District[197]

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
MSD-1	**Enhanced Emergency Communications and Redundancy**	Expand mass-notification systems, install radio repeaters where needed, and provide redundant communication systems for campuses with limited cellular coverage.	Avalanche, Dam Failure, Drought, Earthquake, Erosion, Extreme Cold, Flood, Hail, High Wind, Landslides, Problem Soils, Radon, Snowstorms, Wildfire	Communication gaps in canyon/mountain areas; essential for reunification and evacuation.	Improve response coordination and safety.	MSD Administration; County EM	EMPG; MSD Budget allocations	1–2 years	Medium	No
MSD-2	**Comprehensive Multi-Hazard School Campus Assessment to Reduce Hazard Risk**	Conduct hazard assessments of each campus (seismic hazards, WUI proximity, flood routes, accessibility, non-structural hazards); integrate findings	Dam Failure, Drought, Earthquake, Erosion, Extreme Cold, Flood,	Supports long-term planning; required for implementation of district annex.	Strengthen long-term vulnerability reduction.	MSD Safety Teams and Facilities	MSD Budget allocations	1-5 years	Medium	No

[197] BRIC: Building Resilient Infrastructure and Communities, CPRI: Composite Risk Index, EM: Emergency Management, EMPG: Emergency Management Performance Grant, EPA: Environmental Protection Agency, FEMA: Federal Emergency Management Agency, FFSL: Utah Division of Forestry, Fire & State Lands, FMA: Flood Mitigation Assistance, HEPA: High-Efficiency Particulate Air, HMGP: Hazard Mitigation Grant Program, HVAC: Heating, Ventilation, and Air Conditioning, MSD: Morgan School District, UDOT: Utah Department of Transportation, WUI: Wildland–Urban Interface.

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		into capital planning and emergency plans.	Hail, High Wind, Landslides, Problem Soils, Radon, Snowstorms, Wildfire							
MSD-3	**Districtwide Seismic Screening and Prioritized Retrofit Program**	Conduct FEMA 154 Rapid Visual Screening of all MSD buildings (Morgan City and Mountain Green), followed by detailed engineering evaluations for structures built before modern seismic codes; create a districtwide prioritization plan for retrofit or replacement.	Earthquake	High seismic exposure from the Weber Segment of the Wasatch Fault; older buildings may predate current codes.	Life safety; reduce structural collapse risk.	MSD Facilities; contracted structural engineers	FEMA BRIC; HMGP; Capital Improvement Program	1–2 years	High	No
MSD-4	**Backup Power for Critical Facilities (School Shelters and Communications)**	Install backup generators or battery storage at priority campuses (e.g., Morgan High/Middle) used for sheltering or essential operations to maintain heat, lighting, communications, and refrigeration during outages.	Extreme Cold, Snowstorm, Earthquake, High Wind	Frequent winter outages; schools serve as critical facilities; preserves heating and communications.	Maintain essential operations; support community resilience.	MSD Facilities	BRIC; HMGP; Pre-Disaster Capital Funding	3–5 years	Medium-High	No
MSD-5	**HVAC Modernization and Ventilation**	Upgrade HVAC systems to improve cooling capacity, MERV-13 filtration, and ventilation controls; target	Wildfire	Air quality vulnerability for	Improve indoor air quality;	MSD Facilities	Capital Funds; Inflation Reduction Act school energy	3–5 years	Medium	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
	Upgrades for Heat and Air Quality	buildings with aging infrastructure or portable classrooms.		large youth population.	maintain safe temperatures.		programs (where available)			
MSD-6	**Stormwater and Drainage Improvements at Flood-Prone Campuses**	Assess and upgrade drainage at Morgan City and Mountain Green schools; add swales, gutters, and backup drainage to reduce pluvial flooding during high-intensity storms. At school property near the Weber River, assess streambank and channel erosion and implement appropriate stabilization measures, such as revegetation, bioengineered bank protection, or other engineered improvements, to reduce erosion and protect school facilities, utilities, and access routes.	Flood, Dam Failure, Erosion	About a third (32.2%) of County properties at risk from flooding; campuses located in valley bottoms near waterways; Weber River history of erosion.	Reduce facility damage; maintain access.	MSD Facilities; Morgan City and County Engineering	FEMA FMA; Capital Improvement Program	3–5 years	Medium-High	No
MSD-7	**Problem Soils Monitoring and Foundation Protection Program**	Conduct geotechnical evaluations of campuses in areas with expansive or collapsible soils; monitor soil moisture and foundation movement during prolonged dry periods; and implement foundation	Problem Soils, Drought	CPRI 2.95; drought-driven soil shrink/swell can damage structures and utilities.	Protect building longevity and utility systems.	MSD Facilities; geotechnical consultants	Capital Funds	3–5 years	Medium	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		stabilization, drainage improvements, moisture-management measures, and preventive maintenance to reduce damage caused by drought-related soil shrinkage and subsequent rewetting.								
MSD-8	**Districtwide Radon Testing and Mitigation Program**	Perform baseline radon testing in all ground-floor classrooms and occupied spaces; install mitigation (sub-slab depressurization) where levels exceed EPA action level; adopt a five-year re-testing cycle.	Radon	Radon ranked CPRI 3.25; Morgan County EPA Zone 2; chronic exposure risk for students/staff.	Protect life/health; improve indoor air quality.	MSD Facilities	School Capital Funds; Utah State Indoor Radon Grants (SIRG) (where eligible)	1–2 years	High	No
MSD-9	**Safe Routes to School Hazard Mitigation Enhancements**	Identify high-risk areas along bus routes and walking zones (steep slopes, icy areas, limited shoulders, drainage issues); partner with County/Morgan City to implement fixes (shoulders, signage, drainage, guardrails).	Snowstorms, Landslides, High Wind, Flood	MSD depends heavily on rural transportation; winter storms and slopes disrupt access.	Ensure safe, reliable access/ egress for students.	MSD Transportation; Morgan County Roads; Morgan City Public Works	UDOT Safe Routes annual grant program; Morgan County, Morgan City road funds	3–5 years	Medium	No
MSD-10	**Wildfire and Smoke Resilience for Mountain Green**	Create defensible space where appropriate, upgrade landscaping with fire-resistant materials, install ember-resistant vents, and	Wildfire	99% of properties exposed; Mountain Green WUI; poor air quality impacts	Improve air quality; reduce ignition risk;	MSD Facilities; Mountain Green Fire	BRIC; HMGP; FFSL wildfire grants Community Wildfire	1–2 years	High	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
	and Morgan City Campuses	purchase portable HEPA filtration units for smoke days.		approximately 4,267 youth.	continuity of operations.	Protection District	Defense Grants (CWDP)-; FEMA HMGP (fuels and WUI projects)			
MSD-11	**Expand Mitigation-Focused Education and Awareness Programs**	Develop and implement an ongoing hazard mitigation education program that provides students, parents, staff, and community members with information on actions that can reduce long-term vulnerability to natural hazards affecting the school district such as through distributing hazard-specific mitigation messages via social media (Facebook, Instagram), monthly Superintendent video messages, and/or monthly PIO messages. Educational materials will focus on mitigation measures that individuals, families, property owners, and community members can implement to reduce future losses. Information shared may include	Avalanche, Dam Failure, Drought, Earthquake, Erosion, Extreme Cold, Flood, Hail, High Wind, Landslide, Problem Soils, Radon, Snowstorms, Wildfire	Vital need for public awareness and understanding of key hazards and mitigation measures available.	Enhance public ability to complete mitigation actions.	MSD Public Information Officer (PIO); Media Relations Specialist	Staff time	1-5 years	High	No

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		methods for reducing earthquake damage through securing building contents and retrofit projects; reducing flood losses through floodplain management, elevation, floodproofing, drainage improvements, and flood insurance participation; reducing wildfire losses through defensible space, vegetation management, ignition-resistant construction, and Firewise principles; reducing drought impacts through water conservation and water-efficient landscaping; reducing landslide, erosion, and problem soil impacts through appropriate site selection, engineering practices, drainage management, and soil stabilization measures; reducing radon exposure through testing and mitigation systems; identifying and avoiding development and								

Action Number	Action Title	Description	Hazard Addressed	Vulnerability	Goals	Lead Agency	Funding Source	Timeline	Priority	In 2021 HMP?
		operations within avalanche runout zones and dam failure inundation areas; utilizing wind- and hail-resistant roofing, siding, windows, and building materials; strengthening structures to withstand snow loads and high-wind events; protecting water, heating, and utility systems from extreme cold.								

THIS PAGE INTENTIONALLY LEFT BLANK

Mitigation Actions Implementation and Monitoring

MSD will implement and monitor mitigation actions in coordination with Morgan County Emergency Management, Morgan City, and relevant public-safety partners. The District Administration, in partnership with the Facilities Department and Transportation Department, is responsible for tracking progress on each action listed in the mitigation strategy. Monitoring activities will include at least annual internal reviews of project status, alignment with capital-improvement planning, identification of available funding sources, and coordination with the County for any actions that may be eligible for FEMA Hazard Mitigation Assistance programs (HMGP, FMA). MSD will also document measurable milestones such as engineering assessments completed, grants submitted, and construction projects initiated or finished. Updated action status will be provided to Morgan County for inclusion in the County's annual Local Hazard Mitigation Plan (LHMP) monitoring process and the next full LHMP update cycle.

Plan Integration

Status of Prior Plan Integration

The 2021 Morgan County Pre-Disaster Mitigation Plan did not include an MSD annex, nor did it document any prior district-specific mitigation actions. Integration with MSD was limited to referencing schools as critical facilities within countywide hazard profiles. The plan did not document coordination with MSD capital planning, facility maintenance programs, or school emergency and safety plans. No evidence of formal alignment between the 2021 mitigation plan and MSD capital planning, emergency policies, or operational procedures was identified in the reviewed documents.

Future Plan Integration Methodology

To ensure meaningful integration going forward, MSD will incorporate the mitigation actions and hazard-specific findings from this annex into district operational and capital decision-making. Integration will occur through:

- **Alignment with Capital Improvement Planning:** Hazard-mitigation needs—such as seismic screening, drainage improvements, radon mitigation, and HVAC upgrades—will be incorporated into annual and multi-year capital planning cycles and prioritized using findings from this annex.
- **Incorporation into Budget Development:** District Administration will evaluate opportunities to leverage local capital budgets, Utah school-facility funds, and eligible federal mitigation funding in coordination with Morgan County Emergency Management as the FEMA grant applicant.

In addition, MSD will strive to incorporate the plan into day-to-day operations including through:

- **Coordination with Emergency and Safety Plans:** MSD school safety plans, emergency response procedures, and communications protocols will incorporate hazard information and mitigation projects identified in this annex, including evacuation, reunification, and sheltering considerations.
- **Cross-jurisdictional Review:** MSD will coordinate with Morgan County and Morgan City planning, engineering, and emergency management departments to ensure facility siting, improvements, and new school planning align with local hazard zones, floodplain regulations, and wildfire-interface management.
- **Staff Training and Awareness:** MSD will integrate relevant hazard-specific training (air-quality protocols, wildfire smoke responses, earthquake safety, winter-weather procedures) into staff development cycles and annual safety briefings.

Plan Maintenance

Continued Public Involvement

MSD will work with Morgan County Emergency Management to review progress on mitigation actions no less than annually, consistent with FEMA LHMP monitoring requirements. Public involvement will include the following:

- Posting plan updates, approved mitigation actions, and progress summaries on the MSD website
- Sharing relevant information through school newsletters, board meetings, and district-wide communications
- Making draft updates available for public comment during annual LHMP evaluation cycle
- Inviting parents, students, and community safety partners to participate in workshops or surveys regarding school safety and hazard-related concerns, including drills coordinated with public-safety agencies where feasible

These mechanisms ensure transparency and allow the district community to contribute to long-term resilience priorities.

Monitoring, Evaluating, and Updating the Plan

MSD will work with Morgan County Emergency Management to review progress on mitigation actions at least once per year. This review will document the following:

- Progress toward completion of identified mitigation actions
- Changes in hazard conditions, enrollment, or facilities that affect vulnerability
- Opportunities to incorporate new data, building evaluations, or updated FEMA guidance

A full annex update will occur as part of the next countywide LHMP update cycle—anticipated on a five-year schedule consistent with FEMA requirements. MSD will also update the annex earlier if significant hazard events, new school construction, major facility changes, or substantial changes in district operations occur.

THIS PAGE INTENTIONALLY LEFT BLANK

MORGAN COUNTY COMMISSION

Local Hazard Mitigation Plan Adoption

Agenda Cover Page

Meeting date	November 17, 2026
Item type	Discussion and decision
Presenter	Emergency Management Director
Resolution	CR 26-62
Plan	October 2026 Morgan County, UT Local Hazard Mitigation Plan

Requested Action

Consider adoption of the October 2026 Morgan County, UT Local Hazard Mitigation Plan, including the Morgan County annex, as presented by the County's Emergency Management Director.

Summary

The plan updates the 2021 plan and identifies hazards, assesses vulnerabilities, and establishes mitigation goals and actions. The resolution adopts the plan for Morgan County, directs coordinated implementation and maintenance, and authorizes submission to the Utah Division of Emergency Management and FEMA for review and approval as applicable.

Fiscal Considerations

The resolution does not itself authorize a specific expenditure. Projects, contracts, and expenditures remain subject to available appropriations and required County approvals. Plan adoption supports eligibility for applicable mitigation assistance, subject to program requirements and required approvals.

Proposed Motion

I move to adopt Resolution CR 26-62, adopting the October 2026 Morgan County, UT Local Hazard Mitigation Plan, including the Morgan County annex, as presented by the Emergency Management Director.

Supporting Materials

Proposed adoption resolution and October 2026 Local Hazard Mitigation Plan, including the Morgan County annex.

RESOLUTION CR 26-62

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING THE OCTOBER 2026 MORGAN COUNTY LOCAL HAZARD MITIGATION PLAN

WHEREAS, Morgan County recognizes the need to reduce the loss of life, injury, property damage, and disruption of essential services caused by natural hazards; and

WHEREAS, the October 2026 Morgan County, UT Local Hazard Mitigation Plan updates the 2021 plan and identifies hazards, assesses vulnerabilities, and establishes mitigation goals and actions for the County and participating jurisdictions; and

WHEREAS, the County's Emergency Management Director has presented the Plan to the Morgan County Commission for consideration and adoption; and

WHEREAS, the Commission finds that adoption of the Plan will support coordinated mitigation planning, guide County mitigation efforts, and support eligibility for applicable hazard mitigation assistance, subject to program requirements and required approvals;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

1. Adoption. The Commission hereby adopts the October 2026 Morgan County, UT Local Hazard Mitigation Plan, as presented by the County's Emergency Management Director, including the Morgan County annex. The adopted Plan is incorporated by reference and shall be maintained with the County's official records. This resolution constitutes adoption for Morgan County; other participating jurisdictions remain responsible for their own adoption actions.

2. Implementation and maintenance. The Emergency Management Director shall coordinate implementation, monitoring, annual review, public involvement, and future updates consistent with the Plan, in cooperation with County departments and participating jurisdictions. County departments shall consider applicable mitigation strategies in their planning and operations. Expenditures, contracts, and projects remain subject to applicable law, available appropriations, and required County approvals.

3. Submission and effective date. The Emergency Management Director is authorized to transmit the adopted Plan and this resolution to the Utah Division of Emergency Management and FEMA for review and approval as applicable. This resolution takes effect upon adoption.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION: **ATTEST:**

_____ _____

Matthew Wilson. Commission Chair Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM: **COMMISSION MEMBERS VOTING:**

Michael Newton	Aye ___ Nay ___ Absent ___
Vaughn Nickerson	Aye ___ Nay ___ Absent ___
Blaine Fackrell	Aye ___ Nay ___ Absent ___
Raelene Blocker	Aye ___ Nay ___ Absent ___
Matthew Wilson	Aye ___ Nay ___ Absent ___

_____

Garrett Smith, County Attorney

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

Email: kbecker@morgancountyutah.gov

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

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: 11/17/26 **Time Requested:** 10 min

Name: Janell Walker **Phone:** (801) 845-4002

Address: 48 W Young Street Morgan UT 84050

Email: jwalker@morgancountyutah.gov **Fax:**

Associated County Department: Assessor

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Utah Association of County (UAC) contract with Morgan County for BOE Commercial. This is an agreement contract for Commercial assistance with BOE 2026 and needed analysis and expertise to represent Morgan County and be (USPAP) Uniform Standards of Professional Appraisal Practice compliance as well as Utah designations. Each was done separately for each parcel and appeal. Lucerne and JMS Property appeals. This will need approval and corrected contract for specific parcels. Will be paid by Assessor Prof. and Tech GL account #10-4146-310

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION	
DECISION	
BOTH	✔
INFORMATION ONLY	

AGREEMENT FOR PROPERTY VALUATION APPEAL SUPPORT SERVICES

PARTIES AND EFFECTIVE DATE

This Agreement is between the Utah Association of Counties (UAC), a Utah nonprofit corporation, with offices at 5397 S. Vine St., Murray, Utah 84107, and Morgan County, Utah (County), with offices at 48 West Young St., Morgan, Utah 84050 (individually a Party and collectively the Parties). The effective date of this Agreement shall be the date it is fully executed (Effective Date).

RECITALS

WHEREAS, each year, county assessors in Utah determine property values for property tax purposes;

WHEREAS, property owners can appeal those valuations,

WHEREAS, while handling those appeals, counties often use certified appraisers for their expertise in determining property values;

WHEREAS, UAC's primary purpose is to assist counties in the effective administration of government services;

WHEREAS, UAC, through its County Assessment Assistance Program (CAAP), has several employees with expertise in property valuation and property tax systems;

WHEREAS, the County desires to contract with UAC for assistance in property valuation appeals, and UAC can provide the services described below; and

WHEREAS, it is in the interests of both Parties for UAC to provide these services to the County.

NOW THEREFORE, the County and UAC agree as follows:

I. COMMERCIAL PROPERTY VALUATION APPEAL SUPPORT SERVICES

During the Term of this Agreement, UAC will provide support in appeals before the County Board of Equalization and Utah State Tax Commission (Support Services). Support Services shall be provided or overseen by a certified commercial appraiser and may include, consulting, valuation review, representation, and hearing testimony, as directed by the County Assessor.

II. FEES AND COSTS

1. **Hourly Fee.** In return for the Support Services rendered in Section I, the County shall pay UAC a fee of $150 per hour.

2. **Expenses.**

   A. The County shall reimburse UAC up to $5,000.00 for reasonable travel expenses incurred by UAC personnel in providing the Services rendered in Sections I during the Term of this Agreement.

B. Reimbursable expenses include travel to and from the County to provide Support Services. Vehicle mileage shall be reimbursed at the applicable standard IRS mileage rate.

C. Any other reimbursable expenses incurred by UAC in providing the Support Services must be approved by the County in writing in advance.

3. UAC will send invoices for work performed and expenses incurred. Final invoices for any outstanding amount owed must be submitted no later than 60 days after the termination of this Agreement. The County shall pay each invoice in full within 30 days of receipt. The County may dispute an invoice by providing written notice describing the basis for the dispute, and the Parties shall work in good faith to resolve within a reasonable time.

III. TERM, TERMINATION, AND BREACH OF THE AGREEMENT

1. **Term.** The term (Term) of this Agreement shall be from the Effective Date through December 31, 2027.

2. **Renewal.** Unless one Party provides written notice that it does not intend to renew the Agreement, the Agreement shall renew automatically for an additional twelve (12) month Term. There is no limit on the number of times the Agreement may be renewed.

3. **Termination.** During the Term, either Party may terminate the Agreement for any reason upon thirty (30) days written notice. Provisions relating to payment, confidentiality, deliverables, or limitations of liability shall survive expiration or termination.

4. **Breach.** If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the alleged breach and allow that Party 14 days to cure the breach. If the other Party does not cure the breach, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur because of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred because of the breach or the allegation of breach as provided herein.

IV. UAC AS AN INDEPENDENT CONTRACTOR

The relationship of UAC to the County under this Agreement shall be that of an independent contractor. No agent, employee or servant of UAC or the County shall be deemed to an employee, agent or servant of the other Party because of this Agreement. None of the benefits provided by each Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Party by virtue of this Agreement. UAC and the County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAC and the County shall each make commercially reasonable efforts, where appropriate, to inform third parties that UAC is acting in its capacity as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.

V. STANDARD OF CARE

UAC shall perform the Support Services in a professional and workmanlike manner, using personnel qualified for the work, and consistent with generally accepted appraisal and assessment practices applicable to the scope. To the extent USPAP or other standards are required by applicable law for any portion of the Support Services, UAC shall perform that portion in compliance with such standards.

VI. INSURANCE

During the Term, UAC shall maintain at its expense: (a) commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate; (b) automobile liability covering owned, non-owned, and hired vehicles with limits not less than $1,000,000 combined single limit; (c) workers compensation insurance in compliance with Utah law with limits not less than $1,000,000; and (d) professional liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $1,000,000 aggregate. Upon request, UAC shall provide certificates of insurance evidencing such coverages. Coverage shall not be canceled or materially reduced without thirty (30) days prior written notice to County.

VII. CONFLICTS OF INTEREST

The Parties acknowledge that officials from the County (either elected officials and/or employees) may also serve as officers of UAC. In addition, officials from the County may serve on UAC committees. The fact that such individuals are serving in multiple roles shall not give rise to a conflict of interest that would, in any way, impede the enforceability of this Agreement.

VIII. EXCLUSION OF HIGH-IMPACT PROPERTIES

Services under this agreement exclude assistance related to High-Impact Properties, e.g. tax parcels containing complex industrial or utility-scale infrastructure, including but not limited to electrical power generation, data centers, energy storage, or major industrial processing facilities. Assistance regarding High-Impact Properties may be provided under a separate agreement between the Parties.

IX. MISCELLANEOUS PROVISIONS

1. **Authority to sign.** Each person signing below represents and warrants (a) that he/she is authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing, (b) that such Party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such Party.

2. **Entire agreement.** This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions or contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in a writing executed by the Parties.

3. **Assignment.** No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party or Parties.

4. **Governing law.** This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Salt Lake County, Utah, and the Parties expressly agree and consent to such jurisdiction and venue.

5. **Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

6. **Deliverables.** County shall own all Deliverables created for County under this Agreement, excluding UAC pre-existing templates, tools, and methodologies. UAC grants County a perpetual, irrevocable, royalty-free license to use, reproduce, and disclose the Deliverables for County governmental purposes, including assessment administration and appeals. Deliverables shall consist of the valuation files, data outputs and written summaries described in this Agreement. Deliverables are prepared solely for County use for ad valorem tax assessment administration and related appeals and proceedings. No other person or entity may rely on the Deliverables without UAC prior written consent, except County may provide Deliverables to the Utah State Tax Commission, auditors, legal counsel, and other governmental entities as reasonably necessary for County purposes.

7. **Confidentiality.** Each Party shall protect the other Party's confidential information using reasonable care and shall use such information solely to perform or receive the Support Services. The County's disclosure obligations are subject to the Utah Government Records Access and Management Act (GRAMA) and other applicable law. Where permitted, County shall provide UAC reasonable notice of a request or demand for UAC's confidential information to allow UAC to seek a protective order.

8. **Unforeseen events.** Neither Party is liable for delay caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate. Deadlines shall be extended for the period of such delay.

9. **GRAMA.** The County is subject to the Utah Government Records Access and Management Act (GRAMA). UAC acknowledges that documents and information provided to the County may be subject to disclosure under GRAMA. To the extent permitted by law, the County will (a) treat UAC's properly designated non-public information as protected records under GRAMA, and (b) provide UAC with reasonable notice of a GRAMA request seeking UAC confidential information to allow UAC, at its expense, to seek a protective order or other appropriate remedy. UAC shall clearly mark any records it asserts are protected and will provide the statutory basis for protection upon request. Nothing in this Agreement requires the County to withhold records contrary to GRAMA or other applicable law.

10. **Data privacy.** "County Data" means data and information provided by or on behalf of County, excluding UAC's pre-existing or independently developed materials. To the extent UAC receives, accesses, or processes County Data, UAC shall: (a) use County Data solely to perform the Support Services; (b) implement reasonable and appropriate administrative, technical, and physical safeguards designed to protect County Data from unauthorized access, use, or disclosure; (c) promptly notify the County without unreasonable delay upon discovery of any unauthorized access to County Data within UAC's control; (d) cooperate with County's reasonable requests for information related to such incident; and (e) return or

securely destroy County Data upon the County's written request or upon termination/expiration of this Agreement, subject to UAC's rights to retain archival copies as required by law and for dispute resolution purposes. "County Data" means data and information provided by or on behalf of County, excluding UAC's pre-existing or independently developed materials.

11. **Notices and Communications.** All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, via facsimile, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed as identified in the opening paragraph of this Agreement. Such notices or communications should be treated as being effective when delivered, if delivered personally, by email or by facsimile. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

    Notice to UAC shall be delivered to:

    Utah Association of Counties
    Brandy Grace, CEO
    5397 S Vine St
    Murray, Utah 84107

    Notice to the County shall be delivered to:

    Morgan County Assessor
    Janell Walker
    PO Box 680
    Morgan, Utah 84050

IX. AUTHORIZATION

By signing below, the County authorizes the Utah Association of Counties to represent the County in any property tax appeal directly related to work performed in this Agreement, subject to any written limitation or withdrawal of this authorization, which can be given at any time.

X. SIGNATURE BLOCK

MORGAN COUNTY, UTAH

_____ _____

Matt Wilson, County Commission Chair Date

Janell Walker, County Assessor _____ Date _____

Approved as to Form: _____
Garrett Smith, County Attorney

UTAH ASSOCIATION OF COUNTIES

Brandy Grace, CEO _____ Date _____

INVOICE

Utah Association of Counties
5397 S VINE STREET
MURRAY, UT 84107

admin@utahcounties.org
+1 (801) 265-1331
www.utahcounties.org

Bill to
Morgan County Assessor
48 West Young Street
Morgan, UT 84050

Ship to
Morgan County Assessor
48 West Young Street
Morgan, UT 84050

Invoice details
Invoice no.: 8311
Terms: Net 30
Invoice date: 11/02/2026
Due date: 12/02/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/30/2026	**Appeal Support Services**	BOE Services Appeal # Morgan 2 - JMS Property Holdings JU | 6:13 hours	6.21	$150.00	$931.50
2.	10/30/2026	**Appeal Support Services**	BOE Services Appeal # Morgan 3 - JMS Property Holdings JU | 14:15 hours	14.25	$150.00	$2,137.50

Total **$3,069.00**

INVOICE

Utah Association of Counties
5397 S VINE STREET
MURRAY, UT 84107

admin@utahcounties.org
+1 (801) 265-1331
www.utahcounties.org

Bill to
Morgan County Assessor
48 West Young Street
Morgan, UT 84050

Ship to
Morgan County Assessor
48 West Young Street
Morgan, UT 84050

Invoice details
Invoice no.: 8314
Terms: Net 30
Invoice date: 11/02/2026
Due date: 12/02/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/30/2026	**Appeal Support Services**	Appeal Support Services Appeal # Morgan 1 Lucerne Management Co LLC JU | 23:34 hours	23.56	$150.00	$3,534.00

Total **$3,534.00**

2026 Board of Equalization
Appeal Decisions and Stipulations

November 17, 2026 | Resolution CR 26-08-BOE
Discussion and Decision

Requested action

Convene as the Morgan County Board of Equalization and consider Resolution CR 26-08-BOE adopting six hearing officer recommendations and two valuation stipulations for the 2026 assessment roll.

Significant adjustment for separate consideration

Julie P Russell Trust — parcel 00-0001-7234: proposed total market value reduction from **$4,524,103 to $3,315,500**, a decrease of **$1,208,603 (26.7%)**. Land market value remains $915,500; improvements decrease from $3,608,603 to $2,400,000.

This adjustment is addressed separately in Section 1 of the resolution and must be separately listed on the public hearing agenda under Utah Code § 59-2-1004(8)(b). Property description: 18.31-acre parcel with agricultural building improvements in the Milton area; owner mailing address 1650 N Morgan Valley Drive.

Remaining proposed dispositions

Reduce North Side Creek LLC Parcel B (00-0078-4620) to $0; deny the appeals for North Side Creek Parcels L and N and Soderby LTD; retain Lucerne Management Company LLC's assessed value; reduce Samuel Sorenson to $1,018,068; and approve Sarah Haslam's stipulated value of $325,000.

Financial effect

The proposed market value reductions total **$1,516,238**. This is an assessment value change, not a tax refund amount. Any tax adjustment or refund must be calculated separately using applicable tax treatment and rates.

Suggested motion

I move to approve Resolution CR 26-08-BOE, including the separately considered Russell significant adjustment and the dispositions in Exhibit A, with any modifications stated on the record, and direct implementation and issuance of required decision notices.

Packet contents

Resolution, signature and vote page, Exhibit A disposition schedule, Russell stipulation/tax record/map, hearing officer recommendation summary, six individual hearing officer reports, and signed Haslam stipulation.

MORGAN COUNTY RESOLUTION CR 26-08-BOE

A RESOLUTION OF THE MORGAN COUNTY BOARD OF EQUALIZATION DETERMINING 2026 PROPERTY VALUATION APPEALS, APPROVING STIPULATIONS, AND DIRECTING ASSESSMENT ROLL CHANGES.

WHEREAS, the Morgan County Board of Equalization (the "Board") has reviewed six hearing officer recommendations for 2026 valuation appeals and stipulations for Sarah Haslam and Julie P Russell Trust; and

WHEREAS, Exhibit A identifies the parcels, original values, final values and dispositions, and Exhibit B contains the Russell supporting records; and

WHEREAS, the Russell stipulated reduction exceeds $1,000,000 and 20% and is separately addressed below;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Board of Equalization as follows:

1. Significant adjustment. For Julie P Russell Trust, parcel 00-0001-7234, serial 01-004-305, appeal 1-7234 RUSSELL, the Board approves a reduction from $4,524,103 to $3,315,500: $1,208,603 (26.7%). Land market value remains $915,500; improvements decrease from $3,608,603 to $2,400,000. The stipulation reflects the Assessor's review of building quality. Under Utah Code § 59-2-1004(8)(b), this adjustment shall be considered as a separate public hearing agenda item describing the 18.31-acre parcel with agricultural building improvements in the Milton area. The owner's mailing address is 1650 N Morgan Valley Drive. Approval is subject to the required separate agenda listing and hearing procedures.

2. Other dispositions. The Board approves the remaining dispositions in Exhibit A: reduce North Side Creek Parcel B to $0; deny North Side Creek Parcels L and N and Soderby LTD; retain Lucerne's value; reduce Sorenson to $1,018,068; and approve Haslam's $325,000 stipulated value. The Board adopts the findings and reasons in the respective hearing officer reports.

3. Direction to County officials. The Assessor and Auditor shall amend the assessment roll to reflect Exhibit A, maintain supporting records, and apply any greenbelt assessment as required by law.

4. Notification. The Clerk of the Board shall provide written decisions and applicable further appeal rights and deadlines under Utah Code §§ 59-2-1004 and 59-2-1006 and applicable rules.

5. Effective date. This resolution takes effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of November 2026.

MORGAN COUNTY BOARD OF EQUALIZATION

By: _____
Matthew Wilson, Chair
Morgan County Board of Equalization

APPROVED AS TO FORM:

_____
Garrett Smith, County Attorney

ATTEST:

By: _____
Leslie A. Hyde
Morgan County Clerk/Auditor / Clerk of the Board

BOARD MEMBERS VOTING:

BOE	Aye	Nay	Absent
Matthew Wilson	___	___	___
Vaughn Nickerson	___	___	___
Mike Newton	___	___	___
Raelene Blocker	___	___	___
Blaine Fackrell	___	___	___

Exhibit A

2026 Property Valuation Appeal Dispositions

Morgan County Resolution CR 26-08-BOE | November 17, 2026

Amounts below are assessed market values. A reduction is not the amount of a tax refund.

Owner and parcel	Original value	Final value	Reduction	Disposition
Julie P Russell Trust 00-0001-7234	$4,524,103	$3,315,500	$1,208,603	Approve stipulation; significant adjustment separately addressed in Section 1.
North Side Creek LLC 00-0089-1773 Parcel L	$2,560,042	$2,560,042	$0	Deny appeal; retain value.
North Side Creek LLC 00-0078-4620 Parcel B	$198,840	$0	$198,840	Grant appeal; reduce to $0 as common area under the hearing officer's findings.
North Side Creek LLC 00-0089-1775 Parcel N	$143,440	$143,440	$0	Deny appeal; retain value.
Soderby LTD 00-0092-9896	$2,429,341	$2,429,341	$0	Deny appeal; sustain value.
Samuel Sorenson 00-0061-5540	$1,086,863	$1,018,068	$68,795	Adjust to Assessor's proposed value, as recommended.
Lucerne Management Company LLC 00-0093-5321	$2,418,322	$2,418,322	$0	Retain assessed value, as recommended.
Sarah Haslam 00-0075-0202	$365,000	$325,000	$40,000	Approve valuation stipulation.

Total approved reduction

$1,516,238, consisting of Russell ($1,208,603), Parcel B ($198,840), Sorenson ($68,795), and Haslam ($40,000). Russell is the only approved adjustment exceeding $1,000,000. Values are market values; any applicable greenbelt assessment remains subject to law.

Supporting records

Hearing officer Brad Neff's November 8, 2026 reports for North Side Creek Parcels L, B and N; November 3, 2026 reports for Soderby LTD, Samuel Sorenson and Lucerne Management Company LLC; and the signed Haslam stipulation dated September 30, 2026, with appellant signature dated November 9, 2026. The Russell stipulation dated October 16, 2026, with appellant signature dated October 20, 2026, tax roll master record dated November 12, 2026, and parcel map are attached as Exhibit B. Records shall be retained with the Board's appeal files.

Exhibit B Russell Valuation Stipulation

Julie P Russell Trust | Parcel 00-0001-7234 | CR 26-08-BOE

Stipulation of Agreement for Real Property Valuation
Morgan County Board of Equalization

Form PT-014
PT-014.ai Rev. 1/00

General Information

Appellant: Julie P Russell Trust
Date: 10/16/2026
Property identification number: 00-0001-7234/ 01-004-305
Appeal number: 1-7234 RUSSELL

Valuation

	Pre-Board Market	Equalized Market
Land/FAA (real estate)	$ 915,500	$915,500
Improvements	$3,608,603	$2,400,000
Personal property	$	$
Total Value	$4,524,103	$3,315,500

Explanation of Agreement

Assessor adjustment after reviewing the building being build there was an adjustment with the quality of the improvement. Talked with Mr. Russell to get better information. Agreed on the value for 2026.

Signatures

We hereby stipulate and agree that this appeal be resolved as proposed and waive our rights to a formal hearing. **The appellant also agrees to waive any appeal rights to the Tax Commission.**

Appraiser or Board of Equalization Hearing Officer: Mitch Ferry	Date: 10/16/2026
County Assessor or Deputy Assessor: Janell Walker	Date: 10/16/2026
Board of Equalization (Member of Legislative Body)	Date
Appellant	Date: 10/20/2026

Each signing party should receive a copy of this form

Exhibit B Russell Tax Roll Master Record

Julie P Russell Trust | Parcel 00-0001-7234 | CR 26-08-BOE

MORGAN COUNTY

November 12, 2026 **Tax Roll Master Record** 12:26:03PM

Parcel: 00-0001-7234 Serial #:01-004-305 Entry: 101681
Name: JULIE P RUSSELL TRUST
c/o Name: RUSSELL DANA C & JULIE P TR
Address 1: 1650 N MORGAN VALLEY DR
Address 2:
City State Zip: MORGAN UT 84050-0000
Mortgage Co:
Status: **Active** Year: **2026** District: **001 MORGAN COUNTY** **0.008179**

Property Address
MORGAN 84050-0000
Acres: 18.31

Owners	Interest	Entry	Date of Filing	Comment
JULIE P RUSSELL TRUST		101681	01/09/2006	(0225/0219)
RUSSELL JULIE P TRUSTEE		101681	01/09/2006	(0225/0219)
RUSSELL DANA C TRUSTEE		101681	01/09/2006	(0225/0219)

Property Information	2026 Values & Taxes Units/Acres	Market	Taxable	Taxes	2025 Values & Taxes Market	Taxable	Taxes
BA01 AG BUILDING	0.00	3,608,603	3,608,603	29,514.76	32,274	32,274	263.84
LG01 LAND GREENBELT	18.31	915,500	7,287	59.60	915,500	7,232	59.12
WB01 WEBER BASIN WATER DISTRICT	0.00	0	0	341.67	0	0	314.24
Totals:	18.31	4,524,103	3,615,890	29,916.03	947,774	39,506	637.20

Greenbelt Class Code & Name	Zone Code & Name	Acres	Price/Acre	Market	Taxable	Status	Changed
IT3 2 IRRIGATED 3	0004 MILTON A20 INTERIOR	18.31	50,000	915,500	7,287	Active	05/18/2026
	Greenbelt Totals	18.31		915,500	7,287		

****** ATTENTION !! ******
Tax Rates for 2026 have been set and approved. All levied taxes and values shown on this printout for the year 2026 should be correct.

2026 Taxes:	29,574.36	2025 Taxes:	637.20
Special Fees:	341.67		
Penalty:	0.00	**Review Date**	
Abatements:	(0.00)	**05/18/2026**	
Payments:	(0.00)		
Amount Due:	29,916.03	**NO BACK TAXES!**	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BDY DESC -REMAINING PARCEL "A" A TRACT OF LAND SIT IN THE NW 1/4 OF SEC 21, T4N R2E, SLB&M, U.S.SUR., BEING MORE PART DESC AS FOLS: COM AT THE NE COR OF SD SEC 20 (REF BY WIT MON W 76.56 FT & N 83.82 FT); TH S 00°20'12" E 2569.10 FT ALG THE SEC LN; TH N 90°00'00" W 232.29 FT TO A PT ON THE NE'LY LN OF MORGAN VALLEY DR; TH N 45°30'19" E 444.07 FT ALG A FNC LN TO THE T.POB; TH N 46°22'31" E 522.88 FT ALG A FNC LN; TH N 43°17'45" E 205.16 FT ALG A FNC LN; TH N 45°23'13" E 496.15 FT ALG A FNC LN; TH S 37°35'02" E 84.52 FT ALG FNC LN; TH N 65°24'38" E 171.60 FT ALG A FNC LN; (THE FOL 3 COURS FOL THE W'LY LN OF THE R. OF W FOR THE GATEWAY CANAL); TH S 43°26'27" E 344.51 FT; TH S 02°02'33" W 156.70 FT; TH S 06°55'27" E 149.30 FT; TH S 68°08'20" W 40.98 FT ALG A FNC LN; TH N 36°49'14" W 95.92 FT ALG A FNC LN; TH S 45°43'23" W 859.91 FT ALG A FNC LN; TH S 46°06'20" W 199.32 FT ALG A FNC LN; TH N 35°15'04" W 204.78 FT; TH S 45°30'19" W 186.19 FT; TH N 33°55'12" W 400.37 FT TO THE POB. CONT 18.313 AC (18.31 AC, M. OR L) THE B.B. IS THE CEN LN OF N MORGAN VALLEY DR AS DEDICATED.

History

NOTE: FULL VEST: #101681 (225/219) JULIE P. RUSSELL AND DANA C. RUSSELL, TRUSTEES OF THE JULIE P. RUSSELL TRUST DATED: MARCH 19, 2004; NOTE: THE FOLL IS LESSED FRM THE 26.12 AC.: 124/80 (6.92 AC. -GOING TO 01-DR1-01) - PER DED. OF DANA RUSSELL SUBDIVISION LEAVING 19.13 (THIS IS WHAT WAS TAXED FOR THE '97 TAX YR (ERROR - SHOULD OF BEEN 19.10 AC.); RESEARCH FOUND A REMAINING DESC. ON THE DESC. PLAT -USED THIS DESC. AND AC. (18.313 AC.) -'98 TAX YR CORRECTION; REF: 120/781; 225/219 (CORRECTS 213/112); NOTE: 213/112 DID NOT LESS OUT WHAT HAD BEEN PREVIOUSLY BEEN SOLD -TRANS -BUT ABSTRACTED TO WHAT WAS NOT LESSED ON DESC;

***Refunds are not included in any total**

Page: 1 of 1

Exhibit B Russell Parcel Map

Julie P Russell Trust | Parcel 00-0001-7234 | CR 26-08-BOE



HEARING OFFICER RECOMMENDATIONS

00-0089-1773	North Side Creek LLC	Assessor Valuation: 2,560,042
Parcel L		Appellant's Requested Value: 0
		Hearing Officer Recommendation: Deny the appeal and retain the original assessed value for parcel L.
00-0078-4620	North Side Creek LLC	Assessor Valuation: 198,840
Parcel B		Appellant's Requested Value: 0
		Hearing Officer Recommendation: Grant the appeal with respect to the subject parcel and reduce the assessed value to $0.
00-0089-1775	North Side Creek LLC	Assessor Valuation: 143,440
Parcel N		Appellant's Requested Value: 0
		Hearing Officer Recommendation: Deny the appeal and retain the original assessed value for parcel N.
00-0092-9896	Soderby LTD	Assessor Valuation: 2,429,341
		Appellant's Requested Value: 1,440,000
		Hearing Officer Recommendation: Deny appeal with no adjustment
00-0061-5540	Samuel Sorenson	Assessor Valuation: 1,086,863
		Appellant's Requested Value: 1,018,068
		Hearing Officer Recommendation: Adjust the assessed value to $1,018,068
00-0093-5321	Lucerne Management Company LLC	Assessor Valuation: 2,418,322
		Appellant's Requested Value: 2,100,000
		Hearing Officer Recommendation: Retain the assessed value.

Approved

Not Approved

Signed by Morgan County Commission Chair Date

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0089-1773 Parcel L	NAME	North Side Creek LLC
ASSESSOR'S VALUATION: $2,560,042		HEARING DATE: October 28, 2026	
APPELLANT'S REQUESTED VALUE: $0			

PARTIES

Skyler Gardner and Rulon Gardner appeared on behalf of North Side Creek LLC.

Janell Walker, Morgan County Assessor, and Kirsten Bentley appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is 68.19 acres of vacant land and improvements.

TAXPAYER'S EVIDENCE

The taxpayer submitted a memorandum in support of its position that the subject parcel is open space and common area. Due to its designation as common area or open space, the taxpayer asserts that pursuant to the provisions of Utah Code §59-2-301.1 the assessor "must account of the transfer of economic value from the encumbered open space to the benefited building lots".

The taxpayer claims that under the original Planned Residential Unit Development (PRUD), parcels B, L and N function as mandatory open/space/common area consistent with the PRUD ordinance. Given the claimed designation as open space or common area, the residential lots were claimed to absorb that taxable cost of the common area and associated amenities.

At hearing the taxpayer acknowledged that parcel B was not deeded to the HOA, but is functioning as common area. It also argued that parcels L and N are functioning as common areas through the Lake Side reciprocal agreement.

In summary, the taxpayer asserts that the subject parcel is effectively being double-taxed, first, through the taxation of the residential lots and,second, through the taxation of the subject lot.

ASSESSOR'S EVIDENCE

The assessor noted that only parcel B is designated as open space in the original plat or in the development agreement. It noted, however, that parcel B is owned by North Side Creek LLC, a status inconsistent with the terms of the development agreement. Due to the ownership status, the assessor asserts that the assessment of parcel B is proper.

Regarding parcels L and N, the assessor notes that the 2024 North Side Creek LLC development agreement defined the common areas and specifically excluded the Lake and Lakeside Ski Property, Lake Operations that are permitted on Common Areas pursuant to the Lakeside Eastment Agreement, and common facilities associated with the Lake Operations or any common areas or common facilities of any Project Association. Finally, the assessor claims that parcel L consistently identifies parcel L as intended for private recreational use rather than open space or common area.

At hearing, the assessor stated that based upon recorded declarations, parcels L and N are not common areas.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

If a property is a qualified real property, the county board of equalization must presume that the fair market value is equal to the inflation adjusted value (IAV) as defined by statute. Utah Code §59-2-1004(4)(b) and the parties have a burden of proving that the value is something other than the IAV.

Qualified real property means real property for which:

> (A) the taxpayer or a county assessor appealed the valuation or equalization for the previous taxable year to the county board of equalization,
> (B) the appeal resulted in a final assessed value that was lower than the assessed value; and
> (C) the assessed value for the current taxable year is higher than the inflation adjusted value for the current year

There was not a reduction in value of this property in the prior year. Thus, the subject property is not considered a qualified real property. Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are not applicable.

Utah Code §59-2-301.1 is the relevant statute regarding common areas. It states in part:

(b) "Common area" means:

(i) for a condominium project subject to Title 57, Chapter 8, Condominium Ownership Act, the following property, unless otherwise provided in the declaration or lawful amendments to the declaration:

(A) the land included within the condominium project, whether leasehold or in fee simple;
(B) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
(C) the basements, yards, gardens, parking areas, and storage spaces;
(D) the premises for lodging of janitors or persons in charge of the property;
(E) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
(F) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
(G) community and commercial facilities as may be provided for in the declaration; and
(H) all other parts of the property necessary or convenient to the property's existence, maintenance, and safety or normally in common use; and

(ii) for an association subject to Title 57, Chapter 8a, Community Association Act, property that the association:

(A) owns;
(B) maintains;
(C) repairs; or
(D) administers.

The same section directs the assessor regarding the treatment of common area:

(4) (a) When a plat contains a common area:

(i) for purposes of assessment, each parcel that the plat creates has an equal ownership interest in the common area within the plat, unless the plat or an accompanying recorded document indicates a different division of interest for assessment purposes; and
(ii) each instrument describing a parcel on the plat by the parcel's identifying plat number implicitly includes the ownership interest in the common area, even if that ownership interest is not explicitly stated in the instrument.

(b) Except as otherwise provided by the plat or accompanying recorded document, a county assessor shall assess a common area consistent with the equal ownership interests described in Subsection (4)(a) and may not assess the common area in a manner that reflects a different division of interest.

Regarding parcel B, the statute is clear that the plat designation is controlling and that the parcel should be treated as common area “even if that ownership interest is not explicitly stated in the instrument.” Thus, the taxpayer has properly claimed that parcel B should have no value as its value is shared by the other properties within the PRUD. Consequently, the taxpayer has met its burden of proof with respect to parcel B.

The taxation of parcels L and N is more complicated. The presumption is that the area and improvements associated with these parcels is common area “unless otherwise provided in the declaration or lawful amendments to the declaration”. The assessor’s evidence does show that parcels L and N have been specifically excluded as common areas by the amended declarations. The taxpayer has not provided evidence to contradict this finding. Consequently, the taxpayer has not met its burden of proof with respect to parcels L and N.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization deny the appeal and retain the original assessed value for parcel L.

Dated November 8, 2026



Brad Neff, Hearing Officer

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0078-4620 (Parcel B)	NAME	North Side Creek LLC
ASSESSOR'S VALUATION: $198,840		HEARING DATE: October 28, 2026	
APPELLANT'S REQUESTED VALUE: $0			

PARTIES

Skyler Gardner and Rulon Gardner appeared on behalf of North Side Creek LLC.

Janell Walker, Morgan County Assessor, and Kirsten Bentley appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is 8.72 acres of vacant land.

TAXPAYER'S EVIDENCE

The taxpayer submitted a memorandum in support of its position that the subject parcel is open space and common area. Due to its designation as common area or open space, the taxpayer asserts that pursuant to the provisions of Utah Code §59-2-301.1 the assessor "must account of the transfer of economic value from the encumbered open space to the benefited building lots".

The taxpayer claims that under the original Planned Residential Unit Development (PRUD), parcels B, L and N function as mandatory open/space/common area consistent with the PRUD ordinance. Given the claimed designation as open space or common area, the residential lots were claimed to absorb that taxable cost of the common area and associated amenities.

At hearing the taxpayer acknowledged that parcel B was not deeded to the HOA, but is functioning as common area. It also argued that parcels L and N are functioning as common areas through the Lake Side reciprocal agreement.

In summary, the taxpayer asserts that the subject parcel is effectively being double-taxed, first, through the taxation of the residential lots and,second, through the taxation of the subject lot.

ASSESSOR'S EVIDENCE

The assessor noted that only parcel B is designated as open space in the original plat or in the development agreement. It noted, however, that parcel B is owned by North Side Creek LLC, a status inconsistent with the terms of the development agreement. Due to the ownership status, the assessor asserts that the assessment of parcel B is proper.

Regarding parcels L and N, the assessor notes that the 2024 North Side Creek LLC development agreement defined the common areas and specifically excluded the Lake and Lakeside Ski Property, Lake Operations that are permitted on Common Areas pursuant to the Lakeside Eastment Agreement, and common facilities associated with the Lake Operations or any common areas or common facilities of any Project Association. Finally, the assessor claims that parcel L consistently identifies parcel L as intended for private recreational use rather than open space or common area.

At hearing, the assessor stated that based upon recorded declarations, parcels L and N are not common areas.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

If a property is a qualified real property, the county board of equalization must presume that the fair market value is equal to the inflation adjusted value (IAV) as defined by statute. Utah Code §59-2-1004(4)(b) and the parties have a burden of proving that the value is something other than the IAV.

Qualified real property means real property for which:

> (A) the taxpayer or a county assessor appealed the valuation or equalization for the previous taxable year to the county board of equalization,
> (B) the appeal resulted in a final assessed value that was lower than the assessed value; and
> (C) the assessed value for the current taxable year is higher than the inflation adjusted value for the current year

There was not a reduction in value of this property in the prior year. Thus, the subject property is not considered a qualified real property. Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are not applicable.

Utah Code §59-2-301.1 is the relevant statute regarding common area. It states in part:

(b) "Common area" means:

(i) for a condominium project subject to Title 57, Chapter 8, Condominium Ownership Act, the following property, unless otherwise provided in the declaration or lawful amendments to the declaration:

(A) the land included within the condominium project, whether leasehold or in fee simple;
(B) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
(C) the basements, yards, gardens, parking areas, and storage spaces;
(D) the premises for lodging of janitors or persons in charge of the property;
(E) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
(F) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
(G) community and commercial facilities as may be provided for in the declaration; and
(H) all other parts of the property necessary or convenient to the property's existence, maintenance, and safety or normally in common use; and

(ii) for an association subject to Title 57, Chapter 8a, Community Association Act, property that the association:

(A) owns;
(B) maintains;
(C) repairs; or
(D) administers.

The same section directs the assessor regarding the treatment of common area:

(4) (a) When a plat contains a common area:

(i) for purposes of assessment, each parcel that the plat creates has an equal ownership interest in the common area within the plat, unless the plat or an accompanying recorded document indicates a different division of interest for assessment purposes; and
(ii) each instrument describing a parcel on the plat by the parcel's identifying plat number implicitly includes the ownership interest in the common area, even if that ownership interest is not explicitly stated in the instrument.

(b) Except as otherwise provided by the plat or accompanying recorded document, a county assessor shall assess a common area consistent with the equal ownership interests described in Subsection (4)(a) and may not assess the common area in a manner that reflects a different division of interest.

Regarding parcel B, the statute is clear that the plat designation is controlling and that the parcel should be treated as common area “even if that ownership interest is not explicitly stated in the instrument.” Thus, the taxpayer has properly claimed that parcel B should have no value as its value is shared by the other properties within the PRUD. Consequently, the taxpayer has met its burden of proof with respect to parcel B.

The taxation of parcels L and N is more complicated. The presumption is that the area and improvements associated with these parcels is common area “unless otherwise provided in the declaration or lawful amendments to the declaration”. The assessor’s evidence does show that parcels L and N have been specifically excluded as common area by the amended declarations. The taxpayer has not provided evidence to contradict this finding. Consequently, the taxpayer has not met its burden of proof with respect to parcels L and N.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization grant the appeal with respect to the subject parcel and reduce the assessed value to $0 for parcel B.

Dated November 8, 2026



Brad Neff, Hearing Officer

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0089-1775 Parcel N	NAME	North Side Creek LLC
ASSESSOR'S VALUATION: $143,440		HEARING DATE: October 28, 2026	
APPELLANT'S REQUESTED VALUE: $0			

PARTIES

Skyler Gardner and Rulon Gardner appeared on behalf of North Side Creek LLC.

Janell Walker, Morgan County Assessor, and Kirsten Bentley appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is 6.52 acres of vacant land.

TAXPAYER'S EVIDENCE

The taxpayer submitted a memorandum in support of its position that the subject parcel is open space and common area. Due to its designation as common area or open space, the taxpayer asserts that pursuant to the provisions of Utah Code §59-2-301.1 the assessor "must account of the transfer of economic value from the encumbered open space to the benefited building lots".

The taxpayer claims that under the original Planned Residential Unit Development (PRUD), parcels B, L and N function as mandatory open/space/common area consistent with the PRUD ordinance. Given the claimed designation as open space or common area, the residential lots were claimed to absorb that taxable cost of the common area and associated amenities.

At hearing the taxpayer acknowledged that parcel B was not deeded to the HOA, but is functioning as common area. It also argued that parcels L and N are functioning as common areas through the Lake Side reciprocal agreement.

In summary, the taxpayer asserts that the subject parcel is effectively being double-taxed, first, through the taxation of the residential lots and,second, through the taxation of the subject lot.

ASSESSOR'S EVIDENCE

The assessor noted that only parcel B is designated as open space in the original plat or in the development agreement. It noted, however, that parcel B is owned by North Side Creek LLC, a status inconsistent with the terms of the development agreement. Due to the ownership status, the assessor asserts that the assessment of parcel B is proper.

Regarding parcels L and N, the assessor notes that the 2024 North Side Creek LLC development agreement defined the common areas and specifically excluded the Lake and Lakeside Ski Property, Lake Operations that are permitted on Common Areas pursuant to the Lakeside Eastment Agreement, and common facilities associated with the Lake Operations or any common areas or common facilities of any Project Association. Finally, the assessor claims that parcel L consistently identifies parcel L as intended for private recreational use rather than open space or common area.

At hearing, the assessor stated that based upon recorded declarations, parcels L and N are not common areas.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

If a property is a qualified real property, the county board of equalization must presume that the fair market value is equal to the inflation adjusted value (IAV) as defined by statute. Utah Code §59-2-1004(4)(b) and the parties have a burden of proving that the value is something other than the IAV.

Qualified real property means real property for which:

> (A) the taxpayer or a county assessor appealed the valuation or equalization for the previous taxable year to the county board of equalization,
> (B) the appeal resulted in a final assessed value that was lower than the assessed value; and
> (C) the assessed value for the current taxable year is higher than the inflation adjusted value for the current year

There was not a reduction in value of this property in the prior year. Thus, the subject property is not considered a qualified real property. Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are not applicable.

Utah Code §59-2-301.1 is the relevant statute regarding common areas. It states in part:

(b) "Common area" means:

(i) for a condominium project subject to Title 57, Chapter 8, Condominium Ownership Act, the following property, unless otherwise provided in the declaration or lawful amendments to the declaration:

(A) the land included within the condominium project, whether leasehold or in fee simple;
(B) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
(C) the basements, yards, gardens, parking areas, and storage spaces;
(D) the premises for lodging of janitors or persons in charge of the property;
(E) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
(F) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
(G) community and commercial facilities as may be provided for in the declaration; and
(H) all other parts of the property necessary or convenient to the property's existence, maintenance, and safety or normally in common use; and

(ii) for an association subject to Title 57, Chapter 8a, Community Association Act, property that the association:

(A) owns;
(B) maintains;
(C) repairs; or
(D) administers.

The same section directs the assessor regarding the treatment of common area:

(4) (a) When a plat contains a common area:

(i) for purposes of assessment, each parcel that the plat creates has an equal ownership interest in the common area within the plat, unless the plat or an accompanying recorded document indicates a different division of interest for assessment purposes; and
(ii) each instrument describing a parcel on the plat by the parcel's identifying plat number implicitly includes the ownership interest in the common area, even if that ownership interest is not explicitly stated in the instrument.

(b) Except as otherwise provided by the plat or accompanying recorded document, a county assessor shall assess a common area consistent with the equal ownership interests described in Subsection (4)(a) and may not assess the common area in a manner that reflects a different division of interest.

Regarding parcel B, the statute is clear that the plat designation is controlling and that the parcel should be treated as common area “even if that ownership interest is not explicitly stated in the instrument.” Thus, the taxpayer has properly claimed that parcel B should have no value as its value is shared by the other properties within the PRUD. Consequently, the taxpayer has met its burden of proof with respect to parcel B.

The taxation of parcels L and N is more complicated. The presumption is that the area and improvements associated with these parcels is common area “unless otherwise provided in the declaration or lawful amendments to the declaration”. The assessor’s evidence does show that parcels L and N have been specifically excluded as common areas by the amended declarations. The taxpayer has not provided evidence to contradict this finding. Consequently, the taxpayer has not met its burden of proof with respect to parcels L and N.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization deny the appeal and retain the original assessed value for parcel N.

Dated November 8, 2026



Brad Neff, Hearing Officer

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0092-9896	NAME	Soderby LTD
ASSESSOR'S VALUATION: $2,429,341		HEARING DATE: October 28, 2026	
APPELLANT'S REQUESTED VALUE: $1,440,000			

PARTIES

Duane Johnson and Wayne Johnson appeared on behalf of Soderby LTD.

Janell Walker, Morgan County Assessor, and Kirsten Bentley appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is 8.45 acres of vacant land.

TAXPAYER'S EVIDENCE

The taxpayer submitted a letter indicating that a 160 foot wide strip of land that contains Cottonwood Creek limits the value of the property. The letter also asserted that the property was not approved for development and that the property did not have culinary water. Additionally, the taxpayer provided photos to show that a portion of the property is not usable.

At hearing, the taxpayer also noted that the property lacked the ability to obtain culinary water without spending millions of dollars. It asserted that despite the Assessor's claim that Mountain Green Mutual Water Company would provide water, that the water rights simply weren't available. In essence, the taxpayer is saying that while the townhome project is legally permissible, it currently is not financially feasible.

ASSESSOR'S EVIDENCE

The assessor provided the property record cards, land comparables, a GIS map, a February 3, 2026 Commission agenda packet, Trapper's Townhomes preliminary plat, Village Trapper Loop Townhome Approval, a preliminary plat map of existing water, and a Mountain Green Mutual Water Company will serve letter in support of the assessment. In summary, the assessor asserted that given the zoning, the preliminary plat approval, and the ability to have water supplied, the land has been valued at its highest and best use. In support of this value, the assessor provided land comparables that sold for between $110,000 and $903,000 per acre. The assessment reflects a value of $287,000 per acre.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

If a property is a qualified real property, the county board of equalization must presume that the fair market value is equal to the inflation adjusted value (IAV) as defined by statute. Utah Code §59-2-1004(4)(b) and the parties have a burden of proving that the value is something other than the IAV.

Qualified real property means real property for which:

> (A) the taxpayer or a county assessor appealed the valuation or equalization for the previous taxable year to the county board of equalization,
> (B) the appeal resulted in a final assessed value that was lower than the assessed value; and
> (C) the assessed value for the current taxable year is higher than the inflation adjusted value for the current year

There was not a reduction in value of this property in the prior year. Thus, the subject property is not considered a qualified real property. Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are not applicable.

Turning first to whether the taxpayer has met its burden of proof, the taxpayer has provided no evidence of the value of the property. Rather, it spent its time arguing that the assessment was incorrect. Evidence that attacks the assessment, is not the same thing as evidence that is sound evidence of an alternative value. The latter is what the burden of proof statute requires. The taxpayer has completely failed to provide any evidence of the value of the subject property and has thus failed to meet its burden of proof.

Regarding the assessor's burden of proof, the assessor provided documentary evidence in support of its assumptions regarding highest and best use. In contrast, the taxpayer's evidence is oral and not supported by any documents. The assessor's sales evidence was not contradicted by any evidence. For these reasons, I find that the assessor has met its burden of supporting the assessment. The evidence supports its assumptions regarding the highest and best use as property on which townhouses can be constructed, and the values associated with such use. Consequently, the assessor has met its burden of proof.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization deny the appeal and sustain the assessed value.

Dated November 3, 2026



Brad Neff, Hearing Officer

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0061-5540	NAME	Samuel Sorenson
ASSESSOR'S VALUATION: $1,086,863		HEARING DATE: October 28, 2026	
ASSESSOR'S PROPOSED VALUATION: $1,018,068		APPELLANT'S REQUESTED VALUE: $583,100	

PARTIES

Samuel Sorenson appeared on his own behalf.

Janell Walker, Morgan County Assessor, and Mitch Ferry appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is a single family residence located at5983 Wasatch Drive, Morgan.

TAXPAYER'S EVIDENCE

The taxpayer appealed, indicating that the home was under construction as of January 1, 2026, and was "being prepared for rough-in of utilities" at that time. He further states that as of January 1, the house was 90% framed and rough excavation of the exterior retaining walls was being performed. The taxpayer stated that he pushed off as much of the scope of the construction as possible to after January 1, 2026. He also provided a cost breakdown of completed tasks as of January 1 that included the following:

- Excavation: $33,000
- Plumbing sub-rough: $7,500
- Footings/Foundation:$133,000
- Basement and garage concrete: $45,000
- Framing (90%): $83,000

The total expended costs were $301,500. To determine his requested value, the taxpayer added the county's land value of $281,000 to reach a total value of $583,100.

ASSESSOR'S EVIDENCE

The assessor acknowledged that the home was not complete as of January 1, 2026, but asserted that the taxpayer's cost approach failed to capture some hard costs, any soft costs, market adjustments and entrepreneurial profit. It further stated that it had inspected the property on December 21, 2025 and determined that the home was 32% complete and the detached garage structure was 70% complete. The assessor submitted its Construction Work in Progress Checklist in support of these figures. Applying these percentages to an expected value upon completion yielded a value of $1,018,068.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are inapplicable.

The taxpayer has the burden of proving error in the assessment. With the assessor's proposed decrease, error in the assessment has been admitted. However, the taxpayer also has the burden of proving the value he proposed by a preponderance of the evidence. The assessor correctly noted that the taxpayer did not include all elements of value such as soft costs and entrepreneurial profit that would typically be included in a cost approach to value. Consequently, the taxpayer's value is erroneous and does provide sound evidence of an alternative value.

In contrast, the assessor's detailed percent complete checklist captures all elements of value as of the lien date. Therefore, the assessor has met its burden of proof by a preponderance of the evidence.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization adjust the assessed value to $1,018,068 consistent with the Assessor's proposed value.

Dated November 3 , 2026



Brad Neff, Hearing Officer

MORGAN COUNTY BOARD OF EQUALIZATION
HEARING RECORD AND RECOMMENDATION

PARCEL NUMBER	00-0093-5321	NAME	Lucerne Management Company LLC
ASSESSOR'S VALUATION: $2,418,322		HEARING DATE: October 28, 2026	
APPELLANT'S REQUESTED VALUE: $2,100,000			

PARTIES

Kory Adams appeared on behalf of Lucerne Management Company LLC.

Janell Walker, Morgan County Assessor, and John Ulibarri appeared on behalf of Morgan County.

DESCRIPTION OF THE PROPERTY

The subject is 8.45 acres of vacant land.

TAXPAYER'S EVIDENCE

The taxpayer submitted a profit and loss statement for 2025 and a year-to-date 2026 profit and loss statement. The taxpayer's 2025 profit and loss statement showed a net loss of $75,656. This amount includes depreciation and interest expenses. The taxpayer also included a rent roll.

At hearing, the taxpayer advocated for valuing the subject property using the income approach to value. He noted that the property was built in 2025 and is still in a leasing-up mode. He believes that a stabilized Net Operating Income is approximately $180,000. Applying a cap rate of 8.55% to 9.00% yields his requested value of $2,100,000. The taxpayer claims that this range of cap rates is supported by the county's evidence.

At hearing, the taxpayer also claimed that the property just to the north of the subject property is assessed at a lower rate. As a result, he claimed that the subject should be similarly valued on the basis of uniform and equal taxation.

ASSESSOR'S EVIDENCE

Mr. Ulibarri prefaced his evidence and presentation by noting that he was providing consultation services to Morgan County and was not rendering an opinion of value. Utilizing the 2025 profit and loss statement submitted by the taxpayer, Mr. Ulibarri noted a typical income approach to value would exclude depreciation and financing expense, and that the actual 2025 taxes should be utilized. Adjusted these items resulted in a reconstructed Net Operating Income of $264,833. The county submitted 7 sales with cap rates ranging from 5.00% to 9.27%. The county discarded the two outlier cap rates, and determined a median cap rate of 7.54%. Noting that the implied cap rate of the assessed value is 9.08%, Mr. Ulibarri argued that the reconstructed NOI and median cap rate more than support the assessed value.

FINDINGS

Utah Constitution Article XIII, Section 2 provides that all property in the state that is not exempt shall be assessed at a uniform and equal rate in proportion to its fair market value and be taxed at a uniform and equal rate. See also Utah Code §59-2-103(2).

Utah Code §59-2-102(13) defines fair market value as "the amount at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."

The Board of Equalization is tasked with considering and weighing evidence to determine the fair market value of the property owner's property as of January 1, 2026.

Under Utah Code §59-2-109, a taxpayer seeking a reduction in value must 1) demonstrate substantial error in the original assessed value and 2) provide a sound evidentiary basis for changing the assessed value to the value it proposes. The county assessor has the burden to support the value he requests. Both parties must satisfy their burden of proof by a preponderance of the evidence.

If a property is a qualified real property, the county board of equalization must presume that the fair market value is equal to the inflation adjusted value (IAV) as defined by statute. Utah Code §59-2-1004(4)(b) and the parties have a burden of proving that the value is something other than the IAV.

Qualified real property means real property for which:

> (A) the taxpayer or a county assessor appealed the valuation or equalization for the previous taxable year to the county board of equalization,
> (B) the appeal resulted in a final assessed value that was lower than the assessed value; and
> (C) the assessed value for the current taxable year is higher than the inflation adjusted value for the current year

There was not a reduction in value of this property in the prior year. Thus, the subject property is not considered a qualified real property. Because there has not been a value reduction at either the Board of Equalization or the Tax Commission for the three previous tax years, the provisions of Utah Code §59-2-301.4 are not applicable.

The taxpayer asserted that the subject property was not uniformly assessed and taxed relative to a neighboring property. The applicable statute for a uniformity claim is Utah Code §59-2-1004(8)(h)(i) which states:

> (i) If the fair market value of the property that is the subject of the appeal deviates plus or minus 5% from the assessed value of comparable properties, the county board of equalization shall adjust the valuation of the appealed property to reflect a value equalized with the assessed value of comparable properties. (emphasis added)

Regarding the claim of inequitable assessment, Utah case law requires at least two comparable properties to apply an equitable adjustment. The taxpayer only provided one. As a consequence, the taxpayer has not made a case for adjustment on this claim.

Regarding the taxpayer's valuation claim, the county correctly noted that the Net Operating Income (NOI) should not include depreciation or finance costs. Additionally, using actual income rather than a potential

gross income and adjustments for vacancy loss fail to capture the proper income value. Further, the taxpayer did not provide cap rates. Even using the county's cap rates fails to account for the comparability of the sold properties. The taxpayer has failed to provide evidence of an alternative value by a preponderance of the evidence due to the evidentiary deficiencies noted above.

Regarding the assessor's burden of proof, it should be noted that the county ignored this obligation in its presentation. Mr. Ulibarri only pointed to the taxpayer's burden of proof. When asked about a vacancy factor, Mr. Ulibarri responded that he was only reconstructing an income value based upon the profit and loss statement provided by the taxpayer. He acknowledged that a typical income approach would have a calculation of potential gross income and include a vacancy factor. The county provided neither. Showing that the taxpayer's reconstructed NOI when combined with cape rate evidence is not the same thing as supporting the assessment by a preponderance of the evidence, particularly given that this methodology is improper as noted above. The evidentiary deficiencies cause the assessor's evidence to be unsupportive of the assessment by a preponderance of the evidence.

Utah statutes do not provide direction when neither party has met its burden of proof which is the case here. The only possible solution is to leave the assessed value in place.

CONCLUSION

Accordingly, it is recommended that the Board of Equalization retain the assessed value.

Dated November 3, 2026



Brad Neff, Hearing Officer

Stipulation of Agreement for Real Property Valuation

Morgan County Board of Equalization

Form PT-014
PT-014.ai Rev. 1/00

General Information

Appellant: Sarah Haslam

Date: 09/30/2026

Property identification number: 00-0075-0202

Appeal number:

Valuation

	Pre-Board Market	Equalized Market
Land/FAA (real estate)	$ 365,000	$ 325,000
Improvements	$	$
Personal property	$	$
Total Value	$ 365,000	$ 325,000

Explanation of Agreement

2024 sale of subject property and submission of comparable unsold listings indicates value needs to be reduced.

Signatures

We hereby stipulate and agree that this appeal be resolved as proposed and waive our rights to a formal hearing. **The appellant also agrees to waive any appeal rights to the Tax Commission.**

Appraiser or Board of Equalization Hearing Officer: Kirsten Bentley
Digitally signed by Kirsten Bentley
Date: 2026.09.30 13:44:38 -06'00'
Date:

County Assessor or Deputy Assessor
Date:

Board of Equalization (Member of Legislative Body)
Date:

Appellant
Date: 11/9/26

Each signing party should receive a copy of this form

MORGAN COUNTY COMMISSION

Agenda and Meeting Management Software

November 17, 2026 | Discussion and Decision

Request and recommendation

Approve CivicPlus Agenda and Meeting Management Select Pro, formerly CivicClerk, for an easy-to-use, centralized process for agenda preparation, legal review tracking and faster draft meeting minutes. Heber City uses a CivicClerk public meeting portal.

Pros and cons

Agenda compilation — Pros: Shared templates, coordinated submissions and attachments reduce manual formatting, packet assembly and repeated data entry. **Cons:** Setup, training and consistent department participation are necessary.

Legal review tracking — Pros: Route items to the County Attorney and track pending review, revisions and approvals before publication. **Cons:** Reviewers and permissions must be configured; staff must protect restricted legal advice and verify final approval.

Meeting minutes — Pros: Carry agenda content into minutes and capture motions, votes and discussion notes to speed preparation. **Cons:** Staff must verify the record and complete review, approval and required posting. AI editing remains optional.

Cost and included services

Initial 12-month cost: $4,900, with implementation included and payment invoiced at signing. The quoted 5% increase in year two would bring the annual fee to $5,145. Automatic one-year renewals apply unless notice is given 60 days before renewal, subject to the County's revised termination and appropriation terms.

Includes configuration of up to 10 meeting types and 10 boards, one approval workflow per meeting type, agenda/minutes/staff report designs, four training hours and two consulting hours. Ongoing considerations include subscription costs, internet access, vendor dependence and future price increases.

Approval conditions

Quote Q-128502-1 expired October 31, 2026. Obtain written confirmation that CivicPlus will honor the quoted price and accept the County's revised terms. Confirm available funding, workflow and permission settings, and record export procedures. Optional AI editing remains disabled unless authorized in writing.

Suggested motion

I move to approve CivicPlus Agenda and Meeting Management Select Pro at an initial annual cost not to exceed $4,900, including implementation, and authorize the Chair to execute the agreement subject to written pricing confirmation, acceptance of the County's revised terms, final County Attorney review and available appropriations.

Attachment: CivicPlus agreement and Quote Q-128502-1, including County revisions.

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). No implementation, use, or employee action binds Customer before execution by its authorized representative following required County approval. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove, discard, or delete Customer Content or Customer Data because of breach or nonpayment in accordance with the provisions of this Agreement. Service suspension or termination remains subject to the record-preservation and return obligations in §9. Customer may terminate any SOW on thirty (30) days' written notice. Obligations payable in future fiscal years are subject to lawful appropriation; Customer may terminate at the end of a funded period if sufficient funds are not appropriated, with prompt written notice. No accelerated future fees or termination penalty is due. Customer shall pay for Services actually provided through termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately

become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.. Sections 7, 8, 9, 10, 14, 15, 18, 32, 37, and 39 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment. No finance charge, default, or suspension applies to amounts disputed in good faith while Customer pays undisputed amounts and the Parties diligently address the dispute. Any suspension shall preserve Customer Data and be limited to affected Services.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with

providing Services or otherwise. Customer retains all rights in its preexisting content and records regardless of payment. Public-domain status does not diminish CivicPlus's obligations to preserve, protect, and return County records.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data") without additional charge. Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. However, if the available download and export functions do not allow Customer to obtain a complete export in a commonly used, reasonably usable format, CivicPlus shall provide that export without additional charge.. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar

product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only.

All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation

12. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

13. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification and Governmental Immunity

(a) Intellectual property. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement.. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

(b) Other third-party claims. CivicPlus shall also defend, indemnify, and hold harmless Customer and its officers and employees from third-party claims, damages, liabilities, and reasonable defense costs to the extent caused by CivicPlus's breach of this Agreement or the negligent or wrongful acts or omissions of CivicPlus or its employees, or agentsincluding violations of its confidentiality, privacy, data-security, and record-preservation obligations. This obligation does not apply to the extent a claim is caused by Customer's negligence or wrongful conduct. The exclusion in subsection (a) for intellectual-property claims related to Customer Content does not limit the separate obligations under this subsection.

(c) Notice and defense. Customer shall promptly notify CivicPlus in writing of a claim covered by subsection (a) or (b) and reasonably cooperate in its defense at CivicPlus's expense. Delayed notice relieves CivicPlus of its obligations only to the extent materially prejudiced. CivicPlus shall control the defense and settlement of covered claims, subject to Customer's right to participate through its own counsel at its own expense. CivicPlus shall not settle a claim in a manner admitting Customer's fault, imposing payment or nonmonetary obligations on Customer, or restricting Customer's governmental authority without Customer's written consent.

(d) Customer responsibility. Customer shall be responsible for its own negligent or wrongful acts or omissions and those of persons for whom it is legally responsible, to the extent provided by applicable law. Customer shall indemnify and hold harmless CivicPlus only to the extent required by applicable law for third-party claims attributable to that conduct. This subsection creates no independent contractual duty for Customer to defend CivicPlus or to indemnify CivicPlus for its own conduct or that of its employees, agents, subcontractors, or service providers.

(e) Governmental immunity. Customer is a governmental entity entitled to the protections of the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7. Nothing in this Agreement independently waives governmental immunity,

expands a statutory waiver, or relinquishes any applicable defense, notice requirement, or limitation of liability. Any Customer indemnification obligation is expressly subject to those protections and limitations to the extent applicable. This subsection does not eliminate Customer's express contractual obligations or any waiver imposed by law. Customer's governmental protections do not limit CivicPlus's liability or indemnification obligations.
(f) Survival. This section survives expiration or termination of this Agreement with respect to claims arising from acts, omissions, or breaches occurring during its term, subject to applicable limitations periods.

Responsibilities of the Parties

14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer, ; provided, however, that CivicPlus shall (i) use commercially reasonable efforts to select and oversee qualified third-party providers, (ii) promptly notify Customer upon becoming aware of any material third-party service disruption affecting the Services, and (iii) use commercially reasonable efforts to remediate or mitigate the impact of any such disruption.

15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

16. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes. These Customer responsibilities do not relieve CivicPlus of its duties to protect data in its custody, restrict access, or comply with §23 through §26.

17. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

18. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

19. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

20. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

1. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (e) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. . Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
2.

3. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings. CivicPlus shall not sell Customer Data, use it for advertising, disclose nonpublic Customer Data except as permitted under this Agreement and applicable law, or use Customer Data to train artificial-intelligence models. Use of data to improve other CivicPlus offerings shall be limited to aggregated, deidentified information that does not reasonably identify Customer or any individual, disclose nonpublic content, or permit reidentification. CivicPlus shall require its selected providers to comply with these restrictions and remains responsible for their performance of its contractual data-protection obligations

4. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application. Third-party access remains subject to these restrictions. No additional contractual terms bind Customer without written approval by its authorized representative.

5. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law. CivicPlus shall notify Customer within seventy-two (72) hours upon discovery of unauthorized access to, disclosure of, or loss of Customer Data, regardless of cause, and reasonably cooperate in investigation, containment, and recovery.

CivicPlus Support

6. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

7. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

8. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

9. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

10. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

11. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

12. In no event will either Party be liable to the other for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

13. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

14. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

15. CivicPlus warrants that the Services will perform substantially in accordance with this Agreement, the applicable SOW, and the documentation and marketing proposals, and will be free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus. CivicPlus shall maintain the functionality required by this Agreement and ensure that its hosted public interface and supplied templates comply with applicable accessibility requirements. CivicPlus shall correct deficiencies in those components without additional charge. Customer remains responsible for accessibility of content it independently creates, except to the extent a CivicPlus defect causes the deficiency.

16. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

17. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

18. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

19. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control. The affected Party shall promptly notify the other and reasonably mitigate the delay. If a force majeure event causes the Services to be substantially unavailable for more than thirty (30) consecutive days, Customer may terminate the affected Services upon written notice and receive a prorated refund of prepaid fees for the unused portion of the then-current term. Such termination and refund shall be Customer's sole and exclusive remedy for the force majeure event.

Taxes

20. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind lawfully payable by Customer and imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). Customer claims the applicable Utah sales-and-use-tax exemption for its governmental purchases. Customer shall, upon request, reasonably cooperate in providing CivicPlus proof of its tax-exempt status and the fees owed by Customer under this Agreement will not be taxed to the extent exempt under applicable law. If such exemption certificate is challenged or held invalid by a taxing authority then Customer shall pay only taxes lawfully payable by Customer and penalties attributable to its own inaccurate representations; Customer is not responsible for CivicPlus's errors or delay.

Other Documents

21. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement. Notwithstanding any contrary provision, no online terms, policies product terms, privacy policies, or other external documents are incorporated or binding on Customer. All necessary legal and product terms shall be contained in this Agreement and signed SOWs or attached, signed exhibits. Operational support websites may be used for service delivery only. Negotiated County provisions control over conflicting standard terms; the signed SOW controls scope and pricing; this Agreement otherwise controls. Neither ordinary use nor employee acceptance of a screen or link amends these documents. The foregoing exclusion does not apply to CivicPlus's Privacy Policy solely to the extent expressly permitted by the Data Security provisions of this Agreement and subject to their limitations.

Interlocal Purchasing Consent/ Cooperative Purchasing

22. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

23. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

24. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
25. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
26. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
27. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

28. County Provisions. Utah law governs, and litigation shall be brought in the Utah state court having jurisdiction in Morgan County or, if federal jurisdiction applies, the United States District Court for the District of Utah. Customer remains subject to applicable public-records, records-retention, and open-meeting requirements, and CivicPlus shall reasonably cooperate with retrieval and lawful disclosure of Customer records. Formal notices shall be delivered to the County contacts designated in the SOW; security notices shall also be delivered to the designated IT contact. Each Party shall bear its own attorney fees except as awarded under applicable statute or rule. Additional paid services require prior written approval by Customer's authorized representative; activation by an individual user does not authorize additional charges.

Agenda Meetings and Management (CivicClerk and Municode Meetings) Terms

The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. The Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

1. infringes or violates any third party's Intellectual Property rights, rights of publicity, or rights of privacy,
2. contains any defamatory material, or
3. violates any federal, state, local, or foreign laws, regulations, or statutes.

The scope of the initial implementation services to be delivered by CivicPlus at the time of signing a Statement of Work ("SOW") are as listed in the applicable SOW. The Customer is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline. Upon the making of the Customer's instance of the Services live and accessible on the internet to the intended audience ("Go-live"), any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the Services in a timely manner. CivicPlus will make reasonable efforts to confirm Go Live status with the Customer, but reserves the right to deem the Customer's use of the Services in the intended course of business as Go Live.

Statement of Work

CivicPlus | 302 South 4th St. Suite 500 | Manhattan, KS 66502 | US

Quote #: Q-128502-1

CivicPlus Pricing Approval Date: 6/24/2026 6:02 AM

Expires On: 10/31/2026

Client: Morgan County, UT | Bill To: MORGAN COUNTY, UTAH

Salesperson: Jacen Clapp | Phone: 785-222-4874 | Email: jacen.clapp@civicplus.com

Delivery Method: — | Payment Method: Net 30

One-time and recurring services

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 4,900.00
1.00	AMM Select: AI Editing Assistant	AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes.	USD 0.00

List Price - Initial Term Total USD 11,600.00

Total Investment - Initial Term USD 4,900.00

Annual Recurring Services (Subject to Uplift) USD 4,900.00

Initial Term 12 Months Beginning at Signing

Initial Term Invoice Schedule 100% Invoiced upon Signature Date

Renewal Procedure Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

Annual Uplift 5% to be applied in year 2

This Statement of Work ("SOW") is governed by the attached CivicPlus Master Services Agreement as revised by Morgan County and agreed to by the Parties in connection with execution of this SOW, together with the terms stated in this SOW (collectively, the "Binding Terms"). No online Solution and Services terms, or other external terms are incorporated. CivicPlus's Privacy Policy applies only to the extent permitted by, and subject to the limitations in, the revised Master Services Agreement. This SOW controls scope and pricing; the revised Master Services Agreement otherwise controls, including termination, refunds, data rights, indemnification, and liability.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-128502-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign): _____	By (please sign): _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

PO Number: (Info needed on Invoice (PO or Job#) if required) _____

Additional SOW Terms

This SOW covers AMM Select agenda and meeting management services only; it does not replace or modify Customer's separate Civic Review permitting and licensing agreement. The quoted scope and prices remain as stated above. The Parties shall agree in writing to an implementation and training schedule. All configuration, design, training, and consulting services listed above are included in the quoted price. Additional services or charges require prior written approval by an authorized County representative.

The AI Editing Assistant is optional and shall remain disabled unless Customer authorizes activation in writing. AI inputs and outputs are Customer Data subject to the revised Master Services Agreement, including its prohibition on use of Customer Data to train artificial-intelligence models. Generated content shall not be published without Customer review and action and shall be verified before official use. CivicPlus remains responsible for its selected providers under the revised Master Services Agreement.

Formal notice contacts under the revised Master Services Agreement shall be completed before execution. County contract notice contact and address/email: _____. County IT/security contact and email/telephone: _____. CivicPlus contract notice contact and address/email: _____. CivicPlus security contact and email/telephone: _____. The billing contact listed on the signature page is for invoices and does not replace the designated formal notice contacts.

MORGAN COUNTY COMMISSION

Cottonwoods Development Agreement Third Amendment

November 17, 2026 | Discussion and Decision following Reconsideration

Purpose and current status

Consider the Third Amendment to the Development Agreement for the Cottonwoods at Mountain Green, previously presented as County Ordinance CO 26-02. The approval motion failed on September 15, 2026. The Commission voted on October 20, 2026, to reconsider that action and return the item on November 17. The reconsideration vote did not approve the amendment.

Commission agenda history

2026 date	Agenda appearance and disposition
January 20	Cottonwoods land-swap work session and public hearing/discussion/decision item F10 for the combined DA/PUD amendment request.
February 17	Public hearing item E5. Commission unanimously separated the requests: Wilkinson land removal to March 3; Nettleton amendment to May 19.
May 19	Applicant-requested work session and hearing/action item E5. Continued to July 7, as documented in subsequent agendas.
July 7	Action item F25. Applicant requested postponement to August 4. A prior proposed July 21 date was changed to August 4 in the revised notice.
August 4	Hearing/action item F9 for the Third Amendment, PRUD and overlay report. Continued to September 1.
September 1	Hearing/action item F8. Continued to September 15.
September 15	Hearing/action item F6. Fackrell moved approval; Nickerson seconded. Ayes: Fackrell and Nickerson. Nays: Wilson and Blocker. Newton absent. Motion failed on a 2–2 tie.
October 20	Reconsideration item F8. Blocker moved to reconsider the September 15 vote; Nickerson seconded. Passed unanimously, 5–0. Return scheduled for November 17.
November 17	Return for substantive discussion and decision following the approved motion to reconsider.

Related proceeding

March 3: the separate Wilkinson land-removal application, No. 23.072, appeared on the Commission agenda. The September amendment recitals state that removal was approved that day. This was distinct from approval of the Third Amendment now before the Commission.

Decision requested

Discuss the amendment and take action on the version identified on the record. Any approval motion should identify the agreement, related ordinance/overlay materials, and all modifications approved by the Commission.

Record references: January 20, May 19, July 7, August 4, September 1 and September 15 Commission notices; February 17 and September 15 minutes; October 20 minutes, item F8, pp. 5–6; September 15 amendment recitals. Public records: utah.gov/pmn (Morgan County Commission).

WHEN RECORDED RETURN TO:
Morgan County
Attention: Morgan County Attorney
48 West Young Street
Morgan, Utah 84050

THIRD AMENDMENT
TO DEVELOPMENT AGREEMENT FOR THE
COTTONWOODS AT MOUNTAIN GREEN,
MORGAN COUNTY, UTAH

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is entered into as of the date of the last signature below ("Effective Date") by and among TURKEY FLATS, L.L.C., a Utah limited liability company, MOUNTAIN GREEN INVESTMENTS, L.L.C., a Utah limited liability company, MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST, and MORGAN COUNTY COTTONWOOD, L.L.C., a Utah limited liability company (collectively, the "Successor Developers"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through County Commission (the "County").

RECITALS

A. On August 9, 2006, Gardner Cottonwood Creek, L.C. ("Original Developer") and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the "Original Development Agreement"), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 ("First Amendment"), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 ("Second Amendment"), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.

B. The Original Development Agreement as amended by the First Amendment, Second Amendment, and this Third Amendment, is referred to herein as the "Development Agreement."

C. The Original Development Agreement referenced and related to the real property described in the attached Exhibit A.

D. TURKEY FLATS, L.L.C., and MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST, are collectively the owners of the land respectively described in the attached Exhibit B (the "Revised Phase 6 Property"), which Revised Phase 6 Property includes property previously shown in conceptual maps situated in Phases 6 and 7 as defined in the Original Development Agreement.

E. MORGAN COUNTY COTTONWOOD L.L.C. is currently the owner of the land referred to herein and labeled in Exhibit B as the "Phase 9-MCC Property"; the Phase 9-MCC Property was not part of the Original Development Agreement.

F. MORGAN COUNTY COTTONWOOD L.L.C. desires to make the Phase 9-MCC Property subject to and a part of the Development Agreement. On March 3, 2026, the County Commission approved by ordinance the removal of a portion of the property included within the conceptual Phase 9 area of the Development Agreement (the "Removed Phase 9 Property") pursuant to findings contained in the meeting minutes from the County Commission meeting on March 3, 2026. Most of the Removed Phase 9 Property had been designated as native Open Space on the original conceptual plans. No plans for a golf course and no trails were depicted on the Removed Phase 9 Property, in the Original Development Agreement or Cottonwoods Overlay Report (the "Original Overlay Report").

G. MOUNTAIN GREEN INVESTMENTS, L.L.C., a Utah limited liability company, is currently the owner of a portion of the original Phase 9 property that remains subject to the Development Agreement, referred to herein and labeled in Exhibit B as the "Phase 9-MGI Property" and is referred to together with the Phase 9-MCC Property as the "Revised Phase 9 Property".

H. The Original Development Agreement section 2.2 approved a theoretical maximum residential density of 877 dwelling units based on the Planning Commission's analysis of amenities by use of the chart in section 7 of the Original Overlay Report. The 877 dwelling units consisted of a base density of 467 dwelling units and 410 bonus dwelling units. As part of that approval, the Original Development Agreement required construction of a public equestrian center in Phase 6 as a project amenity. The Original Development Agreement declared the dwelling units to be 830 with the equestrian center only. The Original Development Agreement also contemplated the Developer's right, but not obligation, to construct a public golf course in Phase 9. If constructed, the golf course would satisfy applicable Open Space requirements and, pursuant to Section 2.7 of the Original Development Agreement, would entitle the Developer to an additional thirty-eight (38) bonus dwelling units for a maximum residential density of 868 dwelling units. The 830- and 868-unit totals include the 70 dwelling units previously developed in Phase I.

I. Since approval of the Original Development Agreement, multiple phases of the Cottonwoods Development have been completed, others are currently under development or in the development approval process, and certain property subject to the Original Development Agreement remains undeveloped. In addition, not all owners of property originally included within the Phase 6 and Phase 9 planning areas are applicants or parties to this Third Amendment. Accordingly, the County has reviewed the existing development status, ownership, density allocations, and remaining developable property within the Original Development Agreement.

J. The County accepts the replacement public/private amenities required under this Third Amendment in lieu of the required equestrian center, equestrian trails, and the contemplated golf course. Additionally, the County finds that the density allocation, public amenity substitutions, and amendments approved herein apply only to the property subject to this Third Amendment and do not modify the rights or obligations applicable to property owned by non-applicants except with the written consent of each affected owner. Following approval of the Original Development Agreement, the Original Developer and the original property owners entered into that certain Settlement Agreement dated April 30, 2015. Although the County was not a party to the Settlement Agreement, the Settlement Agreement contemplated that certain property subject to the Original Development Agreement that the original developer did not purchase would remain in the ownership of the original property owners. The Settlement Agreement further contemplated that the property remaining with the original property owners, and any successors or assigns thereto, would continue to be subject to the Original Development Agreement and its recorded amendments and future amendments approved by the County Commission. Since execution of the Settlement Agreement, ownership of the remaining property has changed. Through this Third Amendment, only the owners of the property subject to this Third Amendment seek to amend the Original Development Agreement and agree to assume the obligations of the Original Developer applicable to their property, and the County agrees to release the Original Developer from those obligations only as they relate to the property described in Exhibit B, subject to Section 2. The 212 dwelling units authorized by this Third Amendment include all bonus density; no additional dwelling units may be claimed for construction of a golf course.

NOW THEREFORE in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

AGREEMENT

1. Application to Revised Phases 6 and 9; Effect on Other Phases. This Third Amendment relates to the Revised Phase 6 Property and the Revised Phase 9 Property. This Third Amendment does not apply to any other land that is not part of the Revised Phase 6 Property or the Revised Phase 9 Property as specifically described in Exhibit B. All other land and phases not described in the attached Exhibit B are not subject to this Third Amendment.

2. Joinder in Development Agreement. By signing this Third Amendment, each of the Successor Developers agrees to be bound by the Development Agreement, as amended by this Third Amendment, solely with respect to the real property owned by such Successor Developer within the Revised Phase 6 Property or the Revised Phase 9 Property, and expressly assumes all obligations, duties, responsibilities, and liabilities of the Original Developer under the Development Agreement applicable to such property. Each successor owner of any portion of the Revised Phase 6 Property or the Revised Phase 9 Property shall likewise be bound by the Development Agreement and this Third Amendment, including all amenity obligations and applicable unit allocations, with respect to the portion of such property acquired and shall automatically succeed to all obligations, duties, responsibilities, and liabilities applicable to such property. Before exercising development rights, a subsequent developer shall obtain County approval of a recorded assumption of the Development Agreement. Unit allocations may not be increased or transferred between properties without a recorded amendment approved by the

County Commission and signed by each affected owner. No Successor Developer or successor owner shall be liable for any obligation, breach, default, act, or omission applicable solely to property owned by another owner or developer, except as expressly provided in this Third Amendment. Upon the Effective Date of this Third Amendment, the County releases the Original Developer from all obligations, duties, responsibilities, and liabilities under the Development Agreement solely with respect to the property subject to this Third Amendment, all of which are assumed by the applicable Successor Developers pursuant to this Section. This release does not affect the Original Developer's obligations or liabilities, including for any breach or default, relating to property outside Exhibit B, including excluded portions of the original Phase 6 and Phase 9 planning areas.

3. Joinder in the Master HOA; Potential Right to Form New HOA.

3.1. *Existing Master HOA.* The Revised Phase 6 Property and Phase 9-MGI Property are within the MHOA declaration area and shall join the Master HOA as Successor Developers. Phase 9-MCC Property is not in the original declaration area, and the applicable Successor Developer shall use commercially reasonable and good-faith efforts to cause the Phase 9-MCC Property to become annexed into and subject to the existing Master HOA and to be recognized as a Successor Developer. Each Successor Developer shall have the rights and privileges of the original Developer or Declarant with respect to its property that have been validly assigned to, or recognized as held by, such Successor Developer under the Master HOA governing documents. Any approvals, consents, amendments, resolutions, or other actions required under the Master HOA governing documents shall be the responsibility of the applicable Successor Developer and the Master HOA. Nothing in this Third Amendment shall be construed as modifying or enforcing the governing documents of the Master HOA or requiring the Master HOA to approve annexation.

3.2. *Alternative HOA.* If any portion of the Phase 9-MCC Property is not annexed into the Master HOA, or if the Master HOA provides notice that it will not recognize the applicable Successor Developer as holding the rights necessary to perform its obligations under this Third Amendment, before recordation of the first final plat applicable to such portion of property, the applicable Successor Developer shall establish a separate homeowners association (the "New HOA") to own, administer, operate, maintain, repair, replace, preserve, and enforce the common areas, Open Space, recreational amenities, easements, restrictive covenants, and other obligations assigned to the New HOA under this Third Amendment.

3.3. *HOA Functions.* The ownership, maintenance, operation, repair, replacement, and permitted use of each trail, park, Open Space area, recreational amenity, and other common improvement required under this Third Amendment shall be as set forth in the applicable final plat, with all trails identified in such plat(s) remaining open to the public in accordance with this Third Amendment and any applicable recorded easements. All other amenities shall be owned, maintained, and made available for use as provided in the applicable plat and associated documents including without limitation the governing documents of the applicable homeowner's association.

3.4. *County Review; Enforcement.* Before any common area, Open Space, recreational amenity, trail, easement, restrictive covenant, maintenance obligation, or other obligation

required under this Third Amendment is conveyed or assigned to the Master HOA or a New HOA, the applicable Successor Developer shall provide the County with the applicable declaration, easement, maintenance agreement, plat note, or other recorded instrument, in form compliant with this Agreement, confirming the HOA's maintenance, repair, replacement, operation, preservation, public-access, and enforcement obligations as specified herein. Each such instrument shall be recorded against the affected property, shall run with the land, and shall grant the County the right, but not the obligation, to enforce the applicable public-access, maintenance, Open Space, and amenity obligations if the applicable HOA fails to perform them after notice and an opportunity to cure as provided in the Development Agreement. County review and approval do not make the County responsible for administering HOA governing documents, enforcing private covenants, or resolving disputes among owners or between owners and an HOA. This does not limit the County's right to enforce obligations required by the Development Agreement, as amended.

3.5. *Developer Obligations.* Nothing in this Section shall relieve the Successor Developers of their obligation to provide the common improvements and amenities required by this Third Amendment until such improvements and amenities are completed, conveyed, and assigned to the Master HOA or a New HOA, as applicable, in accordance with this Third Amendment and the applicable recorded plat, easement, declaration, or maintenance agreement. After such conveyance and assignment, the applicable HOA shall be responsible for ongoing maintenance, repair, replacement, operation, preservation, and enforcement of the assigned improvements and amenities, and the applicable Successor Developer shall be released from those ongoing obligations except for obligations, defaults, or violations first arising before the effective date of the conveyance and assignment, provided that no such release shall be effective unless the County has received and approved the recorded instruments required by this Section. This Section 3 prevails over any inconsistent provisions of this Third Amendment only concerning HOA ownership, assignment, and ongoing maintenance responsibilities, without altering applicable construction, timing, public-access, unit-allocation, or Open Space requirements.

4. Minimum Open Space. The following minimum Open Space requirements apply. Required Open Space shall be calculated as a percentage of the gross acreage of the applicable property described in Exhibit B, including all platted and unplatted portions. Roadways are not counted towards the Open Space requirement. The required Open Space percentages are minimum requirements that shall be permanently maintained. Each property owner shall independently satisfy the applicable minimum Open Space requirement based upon the gross acreage of the property owned by that owner. No property owner may rely upon another property owner's land to satisfy its required Open Space obligation unless the County approves an Open Space allocation agreement between property owners that provides the Open Space requirements, which approval shall not be unreasonably withheld, conditioned, or delayed if the agreement preserves the applicable minimum Open Space percentages, identifies the affected acreage, allocates maintenance responsibility, and is recorded against the affected property. Said agreement shall be recorded against the property and run with the land. Credited acreage must qualify as Open Space under the Overlay Ordinance and this Third Amendment. Only Agricultural Open Space may remain in private ownership. All other required Open Space shall be designated as Common Open Space and conveyed to the applicable HOA. Any Open Space phasing plan or other assurance under Sections 4.1–4.3 shall identify and restrict sufficient land to preserve the applicable

minimum Open Space, shall be signed by each owner whose land is relied upon, and shall be recorded against that land before or concurrently with recordation of the first plat relying on it.

4.1. *Revised Phase 6 Property.* Each owner's portion of the Revised Phase 6 Property shall consist of not less than forty percent (40%) Open Space. Up to nine (9) acres of the required Open Space in the aggregate across the entire Revised Phase 6 Property may remain Agricultural Open Space consistent with Section 2.6.4 of the Original Development Agreement and may remain in private ownership, provided such acreage is deed restricted substantially in accordance with the Form of Restrictive Covenant attached as Exhibit G and remains subject to the trail access requirements of this Third Amendment. The balance of the required Open Space shall be designated as Common Open Space and conveyed to the Master HOA or, if applicable pursuant to the Alternative HOA subsection of Section 3, the New HOA. No single plat of a phase within the Revised Phase 6 Property shall be required to independently meet the 40% threshold so long as all the plats within the applicable owner's portion of the Revised Phase 6 Property combined meet the threshold, provided, however, that each plat shall either designate Open Space in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 40% requirement will be satisfied before recordation of the final plat for the applicable owner's Revised Phase 6 Property. The Revised Phase 6 Property private open space may contain up to two agricultural building or barns of up to 6000 square feet each; one for each owner. Uses may include; agricultural equipment storage, crop storage, animal corrals, and food processing. These will be located on the north end of the properties per the concept plan with amenities (Exhibit C).

4.2. Phase 9-MGI Property. The Phase 9-MGI Property shall consist of not less than forty-seven percent (47%) Open Space. At least fifty (50) acres of the required Open Space shall be designated as Agricultural Open Space consistent with Section 2.6.4 of the Original Development Agreement and shall remain in private ownership, provided such acreage is deed restricted substantially in accordance with the Form of Restrictive Covenant attached as Exhibit G and remains subject to the trail access requirements of this Third Amendment. The balance of the required Open Space shall be designated as Common Open Space and conveyed to the Master HOA or, if applicable pursuant to the Alternative HOA subsection of Section 3, the New HOA. No single plat of a phase within the Phase 9-MGI Property shall be required to independently meet the 47% threshold so long as all the plats within the Phase 9-MGI Property combined meet the threshold; provided, however, that each plat shall either designate Open Space in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 47% requirement will be satisfied before recordation of the final plat for the Phase 9-MGI Property. The Phase 9-MGI open space parcel may include an agricultural building suitable for maintaining the parcel.

4.3. ***Phase 9-MCC Property.*** The Phase 9-MCC Property shall consist of not less than eighty-seven percent (87%) Open Space. The required Open Space shall remain Agricultural Open Space, including free-range sheep grazing conducted without perimeter fencing and without fencing along any trail, trail easement, or trail corridor, consistent with Section 2.6.4 of the Original Development Agreement, provided such agricultural use remains subject to the trail access requirements of this Third Amendment, and shall be deed restricted substantially in

accordance with the Form of Restrictive Covenant attached as Exhibit G. No single plat of a phase within the Phase 9-MCC Property shall be required to independently meet the 87% threshold so long as all phase plats combined within the Phase 9-MCC Property collectively meet the 87% threshold; provided, however, that each plat shall either designate Open Space in an amount at least proportionate to the gross acreage included in that plat or include a County-approved, recorded Open Space phasing plan or other assurance demonstrating that the cumulative 87% requirement will be satisfied before recordation of the final plat for the Phase 9-MCC Property.

5. Trail Construction and Maintenance Standards. All trails required by this Agreement shall comply with section 12 of the Original Overlay Report and section 12.3 of the Supplement and Amendment to the Cottonwoods Overlay Report including surfaces, width, accessibility and maintenance, trail amenities, and signage requirements, except as expressly modified by this Third Amendment:

5.1. *Trails; Public Access.* Notwithstanding any provision of this Agreement or the Original Development Agreement to the contrary, any trail, trail easement, or trail corridor approved by the County and located within Agricultural Open Space and Common Open Space shall remain open and accessible to the public and residents throughout the year, except for reasonable temporary closures for active maintenance, repairs, weather-related safety concerns, emergency conditions, agricultural operations requiring temporary closure for public safety, or other temporary conditions that make public access unsafe or impracticable. Temporary closures will be determined by the applicable HOA or the owner of the affected Agricultural Open Space, as applicable, will apply to HOA members and the general public, and will not constitute a default so long as the closure is reasonable in duration and scope under the circumstances and, except in emergencies, reasonable notice of the closure is posted at the affected trail access points. The County may require those temporary closure limitations to be included as a note on any applicable final plat. The ten-feet wide trail corridor located on or within any privately owned Agricultural Open Space shall be conveyed by deed to the applicable HOA concurrently with recordation of the Plat on which the trail is shown, in accordance with Section 5.4. Agricultural use, including free range grazing, livestock management, and any lease or other agreement affecting Agricultural Open Space, shall be conducted in a manner that preserves public access to and use of the trail system and shall not interfere with, obstruct, restrict, or unreasonably impair access to or use of such trails, except for temporary closures permitted by this Agreement. The applicable Successor Developer and the owner of the Agricultural Open Space intend to conduct sheep grazing on a free-range basis, and no fencing shall be required or installed along any trail, trail easement, or trail corridor within the Agricultural Open Space. The owner of the Agricultural Open Space may, at its sole expense and election, install, maintain, repair, and replace gates, cattle guards, crossings, signage, or other improvements (and, if the owner so elects, fencing outside the trail corridor) reasonably necessary to accommodate both agricultural operations and safe public trail access. All trails located within Agricultural Open Space shall be shown on the applicable Final Plat or otherwise established by recorded easement approved by the County. Temporary closures shall comply with the notice, duration, and recordkeeping requirements of Section 2 of Exhibit G. The applicable HOA and Agricultural Open Space owner shall administer permitted closures under their recorded agreement without County notice or approval. The County has no responsibility for resolving private disputes between them, but retains the right,

without obligation, to enforce the public-access requirements of the Development Agreement, as amended.

5.2. *Public Streets.* All public streets will be improved with either: (i) standard sidewalks conforming to applicable County standards; or (ii) a meandering paved path a minimum of 6' wide on one side of the street constructed of concrete or asphalt, with a landscaped buffer between the road and the path; in either case, such sidewalk or path improvements shall be constructed as part of the applicable public street improvements required for the applicable Plat. The portion of sidewalk or parkway reasonably necessary to connect otherwise disconnected trail segments will count toward the trail requirement, and additional sidewalk or parkway length may count toward the trail requirement to the extent approved by the County during the applicable development approval process based on its connectivity, public access, and functional integration with the trail system.

5.3. *Trail Completion.* The trail improvements associated with each Plat shall be constructed concurrently with the development of that Plat and shall be substantially completed prior to the issuance of building permits for more than fifty percent (50%) of the lots shown on that Plat, unless otherwise approved by the County Commission through an amendment to this Agreement or by the County's authorized land use administrator for delays caused by weather, utility coordination, force majeure, supply delays, seasonal construction limitations, or other conditions outside the applicable Successor Developer's reasonable control. Any administrative extension approved by the County's authorized land use administrator shall be in writing, shall be based on reasonable supporting documentation submitted by the applicable Successor Developer, shall state the specific extended deadline, and shall not waive the requirement that the trail improvements be completed as soon as reasonably practicable. The applicable Successor Developer may complete trail improvements earlier at its election. The definition of "Substantially Completed" in Section 7.10 applies to trail improvements under this Section.

5.4. *Trail Easements and Public Access.* In connection with any Plat for any portion of the Revised Phase 6 Property and/or the Revised Phase 9 Property, the applicable Successor Developer shall record such plat notes, trail easements, rights-of-way, restrictive covenants, or other instruments as required by the County to ensure perpetual public access and to provide for the construction, installation, operation, maintenance, repair, replacement, inspection, and enforcement of the public trail system. Following conveyance to or acceptance by the applicable HOA, trail maintenance shall be the responsibility of the applicable HOA. Concurrently with the recordation of each Plat for any portion of the Revised Phase 6 Property and/or the Revised Phase 9 Property, the applicable Successor Developer shall convey by recorded deed to the applicable HOA fee title to each and every trail shown or identified on such Plat (together with the underlying trail corridor, trail easement, or right-of-way) required under this Agreement, and the applicable HOA shall accept such conveyance, subject to the public access, maintenance, and other requirements of this Agreement and the applicable Final Plat. No such Plat shall be recorded unless the corresponding trail conveyance instrument(s) are recorded concurrently therewith. For trails required by this Third Amendment, the ownership and maintenance provisions of this Third Amendment supersede contrary provisions of Sections 2.6.2 and 6.4 of the Original Development Agreement. The County assumes no ownership or maintenance responsibility for those trails.

5.5. *Trail Alignment.* The trail alignments shown on the Amenities/Trails Map attached hereto as Exhibit C are conceptual. The final alignment of the trails may vary according to and will be as shown in each applicable final plat or recorded trail easement approved through the applicable development approval process, and no amendment to this Agreement shall be required for any alignment change that maintains substantially equivalent public access, connectivity, and trail function.

5.6. *Option for Early Dedication of Lower Loop Trail.* The applicable Successor Developer for the Revised Phase 9 Property shall dedicate a recorded easement for the Lower Loop Trail (being the nature trail identified in Section 12 of the Overlay Report) upon the satisfaction of each of the following conditions: (i) execution of a connection or development agreement with Cottonwood Mutual Water Company or a municipal water entity providing culinary water service to Revised Phase 9; (ii) execution of a development or access agreement with Mountain Green Secondary Water Company with respect to secondary water rights owned by or available to the applicable Successor Developer; and (iii) recordation of a legal access easement for the north Revised Phase 9 road access consistent with either the original or current Development Agreement concept and the 2015 Settlement Agreement between the original developer and the Wilkinson Family (as successors to that agreement). The Lower Loop Trail easement shall be relocatable at the applicable Successor Developer's discretion and expense, with County approval under Section 5.5, to accommodate Revised Phase 9 roads and utilities. If the conditions of this paragraph are not met for early dedication, dedication and construction of the Lower Loop Trail will be governed by the general terms relating to all trails as specified in this Third Amendment. Before early dedication of the easement, the underlying owner of the Agricultural Open Space shall be responsible for installation of the trail. Maintenance of this trail in accordance with this Agreement shall be assumed by the applicable homeowners' association pursuant to a recorded maintenance agreement. Until that assumption is effective, the underlying owner shall remain responsible for trail maintenance.

5.7. *Trail Easements.* All trail easements shall have a minimum width of ten (10) feet unless a lesser width is approved by the County due to topography, environmental constraints, or other site conditions.

5.8. *Permitted Public Trail Uses.* Trail access shall be available to all members of the public and shall be limited to hiking, walking, running, and non-motorized bicycling. Motorized vehicles shall be prohibited except for emergency vehicles, maintenance vehicles, vehicles crossing in limited and discrete spots where the public trail intersects with one or more private trails, or vehicles authorized by the applicable HOA or the County for maintenance, emergency response, or enforcement purposes.

6. Residential Density – Revised Phase 6 and Revised Phase 9. The maximum residential density authorized under this Agreement shall be two hundred twelve (212) dwelling units within the Revised Phase 6 Property and the Revised Phase 9 Property, collectively, consisting of: (i) not more than ninety four (94) dwelling units within the Revised Phase 6 Property; and (ii) not more than one hundred eighteen (118) dwelling units within the Revised Phase 9 Property, including: (a) not more than eighty-seven (87) dwelling units within the Phase 9-MGI Property; and (b) not more than thirty-one (31) dwelling units within the Phase 9-MCC Property. The maximum allocations are 46 dwelling units for the Turkey Flats, LLC property, 48 for the Max and Shauna

Wilkinson Family Trust property, 87 for the Mountain Green Investments, LLC property, and 31 for the Morgan County Cottonwood, L.L.C. property. The applicable Successor Developer may develop fewer than the maximum number of dwelling units authorized by this Agreement but shall not exceed the maximum densities established herein. Nothing in this Section shall be construed as approving any Final Plat, building permit, or other development approval. All development shall remain subject to compliance with this Agreement, applicable County ordinances, engineering and infrastructure requirements, and all other applicable laws and regulations. The County shall not deny an otherwise compliant development application solely because it proposes fewer than the maximum number of dwelling units authorized by this Section. The 212 dwelling units are included within, and do not increase, the project-wide maximum of 868 dwelling units, including the 70 dwelling units previously developed in Phase I. The Cottonwood PUD ordinance's corresponding limits of 760 and 798 dwelling units reflect these totals after subtracting the 70 previously platted Phase I units.

7. Park Construction and Maintenance Standards. All parks and parkways required by this Agreement shall comply with the following minimum standards, except to the extent an equivalent or better alternative is approved by the County during the applicable development approval process based on site conditions, engineering constraints, water availability, accessibility, long-term maintenance, or comparable recreational value:

7.1. *Park Size.* Each required neighborhood park shall contain not less than one and one-half (1.5) acres.

7.2. *Recreational Facilities.* Each required park shall contain the recreational facilities required for the applicable phase by this Agreement. All courts and play structures shall be constructed to generally accepted recreational standards using durable, permanent, commercial-grade materials.

7.3. *Turf and Landscaping.* Each required park shall include not less than eight thousand (8,000) square feet of irrigated turf open play area together with water-wise landscaping, irrigation, and shade trees designed for long-term public use, unless an equivalent or better water-wise open-play design is approved by the County during the applicable development approval process. Up to 60% of the park area may be graded and planted with native shrubs and grasses.

7.4. *Pedestrian Connectivity.* Each required park shall be connected to the public trail system and adjacent sidewalks by paved pedestrian walkways designed to provide safe and convenient access.

7.5. *Site Furnishings.* Each required park shall include permanent commercial-grade benches, picnic tables, trash receptacles, and bicycle racks.

7.6. *Shade Structures.* Each required park shall include at least one (1) permanent pavilion, gazebo, or similar shade structure designed to provide weather protection for park users.

7.7. *Accessibility.* All required park improvements shall comply with applicable accessibility requirements and shall be designed for safe public use.

7.8. *Parkways.* Required parkways shall include a minimum six (6) foot wide concrete or paved pedestrian walkway together with water-wise landscaping, irrigation, and shade trees, substantially consistent with the approved development plans.

7.9. *Maintenance.* Following completion and conveyance, all required parks, parkways, landscaping, irrigation systems, recreational facilities, furnishings, shade structures, and related improvements shall be maintained by the applicable homeowner's association in a safe, attractive, and usable condition. Until conveyance, such improvements shall be maintained by the applicable Successor Developer.

7.10. *Substantial Completion.* "Substantially Completed" means the applicable improvement is open and usable for its intended purpose; all major construction and installation are complete, excluding only minor punch-list items that do not materially affect public use or safety; all improvements required by this Agreement have been installed; and the improvement has passed all applicable County inspections. Notwithstanding any substantial completion deadline in this Agreement, the applicable Successor Developer may request an administrative extension of any substantial completion deadline if the delay is caused by one or more of the following (each a "Qualifying Delay"): weather conditions, utility coordination or relocation delays, force majeure events, supply-chain or material shortages, labor shortages, seasonal construction limitations, governmental review or inspection delays not caused by the Successor Developer, or any other condition outside the Successor Developer's reasonable control. To request the extension, the Successor Developer shall provide written notice to the County's authorized land use administrator describing the Qualifying Delay, providing reasonable supporting documentation, and identifying the anticipated additional time needed. Any extension shall be effective only if approved in writing by the County's authorized land use administrator, shall state the specific extended deadline, and shall be limited to the period reasonably necessary to address the Qualifying Delay and complete the remaining work. No amendment to this Agreement or County Commission approval shall be required for any such administrative extension approved in accordance with this Section. Any dispute regarding whether a Qualifying Delay exists or the length of the extension shall be resolved by the County Commission, whose decision shall be final unless otherwise provided by applicable law. The first final plat approval for Revised Phase 6, Phase 9-MGI, or Phase 9-MCC shall identify the Successor Developer responsible under this Agreement for each required trail, park, and parkway serving that property, including improvements outside that plat, and establish dates certain for their Substantial Completion, subject to earlier deadlines and permitted extensions under this Agreement.

8. *Phase 6 Amenities.*

8.1. The applicable Successor Developer of the Revised Phase 6 Property shall construct the following Phase 6 Required Amenities in accordance with the Park Construction and Maintenance Standards contained in Section *7:*

8.1.1. *Park.* A neighborhood park meeting the standards of Section 7 and containing one (1) pickleball court or one (1) tennis court, play equipment, with pedestrian walkways connecting the park to the Phase 6 Parkway and the public trail system.

8.1.2. *Landscaped Corridor.* The Phase 6 Parkway consisting of a landscaped corridor thirty (30) feet in width along the entire frontage of Silverleaf Drive, constructed in accordance with Section 7.8.

8.2. *Timing.* The Phase 6 Required Amenities and the Phase 6 Parkway shall be constructed concurrently with development of the applicable Plat and shall be Substantially Completed prior to the issuance of building permits for more than thirty-five percent (35%) of the lots within the Plat containing the Phase 6 Required Amenities, unless otherwise approved by the County Commission through an amendment to this Agreement. The applicable Successor Developer may complete the amenities earlier at its election.

8.3. *Locations/Quality.* The locations depicted on Exhibit C and the conceptual images shown on Exhibit E are intended to illustrate the general character and location of the required amenities. Final design, layout, and construction details shall be subject to County approval during the applicable development approval process, provided the required amenities and level of quality required by this Agreement are maintained.

8.4. *Additional (Optional) Amenities.* Additional recreational amenities, including but not limited to a clubhouse, swimming pool, additional sport courts, playgrounds, or similar recreational facilities, may be constructed by the applicable Successor Developer at its election. Access to and use of the Phase 6 Required Amenities, including the public trail system, shall be available to the public in accordance with this Agreement and any applicable recorded easements, plat notes, declarations, or maintenance agreements. Access to optional amenities that are not required by this Agreement may be limited to residents of the property or phase served by such amenities and their invited guests, or may be provided to others, potentially subject to payment of fees or contributions, as determined by the applicable Successor Developer and/or applicable HOA, provided that no such limitation, fee, or contribution shall restrict public access to any required trail, park, parkway, Open Space area, or other required public amenity unless expressly approved by the County through an amendment to this Agreement.

9. Phase 9 Required Amenities.

9.1. *Phase 9-MGI Required Amenities.* The applicable Successor Developer of the Phase 9-MGI Property shall construct the following amenities in accordance with the Park Construction and Maintenance Standards contained in Section 7*:*

9.1.1. Park. A neighborhood park meeting the standards of Section 7 and containing one (1) pickleball court, and play equipment with pedestrian walkways connecting the park to the public trail system.

9.1.2. Parkway. The Phase 9 Parkway along the primary entrance road serving Revised Phase 9, constructed in accordance with Section 7.8.

9.2. *Timing.* The Phase 9-MGI Required Amenities and the Phase 9 Parkway shall be constructed concurrently with development of the applicable Plat containing the applicable required amenities and shall be Substantially Completed prior to the issuance of building permits for more than thirty-five percent (35%) of the lots within that Plat, unless otherwise

approved by the County Commission through an amendment to this Agreement. The applicable Successor Developer may complete the amenities earlier at its election.

9.3. *Location/Quality.* The locations depicted on Exhibit C and the conceptual images shown on Exhibit E are intended to illustrate the general character and location of the required amenities. Final design, layout, and construction details shall be subject to County approval during the applicable development approval process, provided the required amenities and level of quality required by this Agreement are maintained.

9.4. *Additional (Optional) Amenities.* Additional recreational amenities, including but not limited to a clubhouse, swimming pool, additional sport courts, playgrounds, or similar recreational facilities, may be constructed by the applicable Successor Developer at its election. Access to and use of the Phase 9-MGI Required Amenities, including the public trail system, shall be available to the public in accordance with this Agreement and any applicable recorded easements, plat notes, declarations, or maintenance agreements. Access to optional amenities that are not required by this Agreement may be limited to residents of the property or phase served by such amenities and their invited guests, or may be provided to others, potentially subject to payment of fees or contributions, as determined by the applicable Successor Developer and/or applicable HOA, provided that no such limitation, fee, or contribution shall restrict public access to any required trail, park, parkway, Open Space area, or other required public amenity unless expressly approved by the County through an amendment to this Agreement.

9.5. *Phase 9-MCC Property.* The Phase 9-MCC Property shall not be required to provide additional park amenities beyond the public trail system and Agricultural Open Space otherwise required by this Agreement.

10. Concept Plan. The Concept Plan attached hereto as Exhibit F illustrates the general development concept, anticipated phasing, and overall layout of the Revised Phase 6 Property and the Revised Phase 9 Property. The Concept Plan and all exhibits attached to this Agreement are intended to illustrate the general location, character, and relationship of the proposed improvements and are not final engineering or construction plans. The final location, design, dimensions, and construction details of improvements shall be established through the applicable development approval process and shall comply with this Agreement, the approved Development Agreement, the amended Cottonwoods PRUD Overlay Ordinance and the Supplement and Amendment to the Cottonwoods Overlay Report, applicable County ordinances, and all other applicable laws. Nothing in this Section shall be construed to permit a reduction in the number, size, quality, location, connectivity, accessibility, or function of any required improvement, amenity, trail, park, parkway, Open Space area, public access, easement, maintenance obligation, or other requirement established by this Agreement unless expressly approved by the County through an amendment to this Agreement.

11. View Corridors. The applicable Successor Developer shall preserve east-west view corridors within the Revised Phase 6 Property generally consistent with the Concept Plan attached hereto as Exhibit F. The final location, width, and configuration of the view corridors shall be established through the applicable development approval process and shown on the applicable final plat. Adjustments to the precise location, width, or configuration of the view corridors may be approved

through the applicable development approval process without an amendment to this Agreement if the adjustments preserve substantially equivalent east-west view corridor function and do not reduce the overall Open Space obligations applicable to the Revised Phase 6 Property. The County Commission shall determine whether any proposed modification to the view corridors or the Concept Plan that does not satisfy the foregoing standard complies with the intent and requirements of this Agreement or requires an amendment to this Agreement.

12. Affordable Housing. Section 2.20 of the Original Development Agreement (Public and Private Partnership for Affordable Housing) shall not apply to the Revised Phase 6 Property or the Revised Phase 9 Property.

13. Entire Agreement. This Third Amendment constitutes the entire agreement of the County and the Successor Developers with respect to the subject matter addressed herein and supersedes all prior oral and written negotiations, representations, and understandings relating thereto. The recitals and all exhibits attached hereto are incorporated herein by this reference and made a part of this Third Amendment. Except as expressly modified by this Third Amendment, the Original Development Agreement, the First Amendment, and the Second Amendment shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Original Development Agreement, the First Amendment, or the Second Amendment, the provisions of this Third Amendment shall control.

14. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures for all purposes.

15. Successors and Assigns. This Third Amendment shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Upon the conveyance of all or any portion of the Revised Phase 6 Property or the Revised Phase 9 Property, the transferring Successor Developer shall remain responsible for all obligations, defaults, or violations arising prior to the effective date of the transfer with respect to the transferred property, and the transferee shall thereafter be responsible for all obligations arising from and after the effective date of the transfer with respect to the transferred property, unless otherwise expressly provided in a written agreement approved by the County Commission and recorded against the affected property.

16. Authority. Each individual executing this Third Amendment represents and warrants that he or she has been duly authorized to execute and deliver this Third Amendment on behalf of the person or entity for whom such individual is signing and that this Third Amendment constitutes the valid and binding obligation of such person or entity.

17. Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

18. Term. The Development Agreement shall, with respect to the Revised Phase 6 Property and the Revised Phase 9 Property, remain in effect until the later to occur of: (i) September 1, 2046; or (ii) the termination date otherwise provided in the Original Development Agreement, as amended.

Prior to expiration of the term, the applicable Successor Developer may submit a written request to the County Commission for an extension. Any extension shall be limited to the time reasonably necessary to address a documented delay beyond the Successor Developer's reasonable control despite diligent pursuit of development. Market conditions, financing difficulties, or other economic considerations alone shall not justify an extension. Expiration of this term does not terminate obligations that survive under the Development Agreement or applicable recorded instruments.

19. Amendments. No amendment, modification, waiver, extension, or termination of this Third Amendment shall be effective unless approved by the County Commission and executed in writing by the County and the Successor Developer or successor owner whose property, rights, or obligations are directly affected by such amendment, modification, waiver, extension, or termination, together with any other parties whose execution is required by law. An amendment, modification, waiver, extension, or termination affecting only a particular property, plat, phase, improvement, timing obligation, trail alignment, amenity location, or maintenance obligation shall not require the consent or signature of any Successor Developer or successor owner whose property, rights, or obligations are not directly affected thereby, even if the amendment, modification, waiver, extension, or termination relates to a provision that is generally applicable to the Revised Phase 6 Property or the Revised Phase 9 Property. No Successor Developer or successor owner shall be required to execute an amendment, modification, waiver, extension, or termination that does not directly affect such party's property, rights, or obligations.

[End of Terms – Signature Pages Follow]

AGREED TO BY AND AMONG:

SUCCESSOR DEVELOPERS

TURKEY FLATS, LLC, a Utah limited liability company

By: _____
Name: Eric Plyer

Title: Manager

MOUNTAIN GREEN INVESTMENTS, LLC, a Utah limited liability company

By: _____
Name: Ted Taylor
Title: Manager

MAX WILKINSON, trustee of the MAX AND SHAUNA WILKINSON FAMILY TRUST

By: _____
Name: Max Wilkinson
Title: Trustee

MORGAN COUNTY COTTONWOOD, L.L.C., a Utah limited liability company

By: _____
Name: Heidi Nettleton
Title: Manager

COUNTY:

MORGAN COUNTY

By_____
Name:
Title:

Attest:

_____

County Clerk

Exhibit A

(This description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

A parcel of land located in Sections 19, 20, 29 and 30 in Township 5 North, Range2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, (Basis of bearing being South 88°42'14" East 1341.72 feet between the Center of Section and the South 1/4 corner of the Northeast corner of said Section 30) and running thence South 88°42'14" East 1336.65 feet; thence North 00°42'36" West 335.14 feet; thence North 76°23'47" East 32.94 feet; thence North 03°35'20" East 116.35 feet; thence North 00°57'41" West 470.92 feet; thence North 03°06'28" West 450.19 feet; thence North 03°10'42" West 248.07 feet; thence North 04°55'12" West 217.84 feet; thence South 85°04'48" West 42.16 feet; thence North 40°53'26" West 290.14 feet; thence North 32°23'57" West 139.58 feet; thence North 08°06'21" West 485.48 feet; thence South 89°29'51" West 20.18 feet; thence North 08°06'21" West 245.91 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 81°53'39" West; thence Northerly and Westerly along the arc of said curve 491.23 feet through a central angle of 122°22'16"; thence South 49°31'23" West 38.55 feet to a point of curvature of a 347.42 foot radius curve to the left, the center of which bears South 40°28'38" East; thence Southwesterly along the arc of said curve 118.83 feet through a central angle of 19°35'49"; thence South 29°55'33" West 313.18 feet; thence North 88°55'15" West 257.09 feet; thence North 46°46'42" East 3089.72 feet; thence North 52°17'58" East 511.81 feet; thence South 11°48'57" East 66.72 feet; thence North 55°15'08" East 577.92 feet; thence North 62°47'20" East 697.15 feet; thence North 59°15'48" East 905.16 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 173.02 feet; thence North 41°01'19" West 367.66 feet; thence North 52°00'49" East 955.49 feet; thence South 89°40'57" East 1961.90 feet; thence South 38°44'36" West 3015.81 feet; thence South 08°00'08" West 2521.21 feet; thence South 70°45'46" East 639.64 feet; thence South 30°41'13" West 1174.86 feet; thence South 39°58'09" West 970.07 feet; thence South 55°28'09" West 1050.90 feet; thence South 65°28'09" West 323.36 feet; thence South 73°18'09" West 389.10 feet; thence South 44°04'10" West 432.30 feet; thence South 89°48'23" West 660.00 feet; thence South 00°25'51" East 2606.16 feet; thence South 00°42'11" West 3391.42 feet; thence South 80°42'47" West 1557.72 feet to a point on a non tangent 2353.60 foot radius curve to the left, the center of which bears South 78°24'09" West; thence Northwesterly along the arc of said curve 1900.32 feet through a central angle of 46°15'40" to a point of non tangent compound curvature of a 752.56 foot radius curve to the right, the center of which bears North 33°21'13" East; thence Northwesterly along the arc of said curve 594.31 feet through a central angle of 45°14'52"; thence North 01°51'26" West 738.77 feet; thence North 09°47'07" West 170.00 feet; thence North 79°47'56" East 25.81 feet; thence North 01°53'19" West 403.69 feet; thence South 79°57'31" West 219.14 feet; thence North 07°29'19" West 973.52 feet; thence North 02°32'09" East 713.67 feet; thence North 42°00'44" East 599.14 feet; thence North 27°19'53" West 128.18 feet; thence North 62°40'07" East 67.13 feet to a point of curvature of a 300 foot radius curve to the left (cord bears North 40°46'06" East 223.80 feet) 229.34 feet along said arc; thence North 00°00'00" West 581.05 feet to a point on the center of section line and on the South line of the Silver Stone Subdivision as recorded in the Morgan County Recorders Office; thence along said center of section line South 88°42'14" East 731.88 feet to the point of beginning.

Containing 1036.08 Acres more or less.

Exhibit B

The "Revised Phase 6 Property" is legally described as:

Parcel #00-0086-3046
Serial #03-005-108-14-2-1
Owner: Turkey Flats LLC
Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0*37'47" E, 1337.18 FT N 88*42'00" W, & 1342.03 FT N 88*42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00*12'38" W ALG THE SEC LN; & 2,027.94 FT N 89*47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; TH (8) COUR ALG SD E R. OF W LN AS FOLS: (1) N 00*04'56" E 231.70 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 89*55'02" W; (2) N'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 163.06 FT (CTRL ANG = 17*31'42", & L.C. BEARS N 08*40'53" W 162.42 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 72*32'57" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85*33'42", & L.C. BEARS N 25*19'48" E 20.38 FT); (4) N 21*53'38" W 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 21*53'56" W; (5) W'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85*33'42", & L.C. BEARS N 69*07'05" W 20.38 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 63*39'29" W; (6) NW'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 191.59 FT (CTRL ANG = 20*35'43", & L.C. BEARS N 36*38'23" W 190.56 FT); (7) N 46*56'14" W 172.48 FT TO A PT OF CURV; & (8) NW'LY ALG THE ARC OF A 333.00 FT RAD CUR TO THE L A DIST OF 89.01 FT (CTRL ANG = 15*18'54", & L.C. BEARS N 54*35'41" W 88.75 FT) TO THE S LN OF NORTHSIDE CREEK P.U.D.; TH (4) COUR ALG SD S LN AS FOLS: (1) N 59*15'41" E 260.77 FT; (2) N 47*08'47" E 1,225.38 FT; (3) N 48*58'41" E 955.10 FT; & (4) N 47*35'40" E 520.37 FT TO THE SEC LN; TH S 89*41'41" E 1101.76 FT; TH S 58*40'56" W 590.40 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) S 66*33'58" W 106.83 FT; (2) S 47*25'31" W 551.04 FT; (3) S 46*22'15" W 727.21 FT; (4) S 24*14'33" W 69.49 FT; (5) S 34*18'01" W 136.23 FT; (6) S 40*39'25" W 227.03 FT; (7) S 32*38'31" W 121.74 FT; (8) S 48*04'14" W 69.61 FT; (9) S 50*05'47" W 194.88 FT; (10) S 45*04'00" W 282.73 FT; (11) S 47*17'54" W 186.50 FT; & (12) S 72*50'04" W 44.50 FT; TH S 44*06'07" W 757.95 FT TO THE POB. CONT 52.761 AC / 52.76 AC, M. OR L.

And

Parcel#00-0086-2622
Serial#03-005-108-14-1
Owner: Max & Shauna Wilkinson Family Trust (Max Wilkinson Trustee)
Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0*37'47" E, 1337.18 FT N 88*42'00" W, & 1342.03 FT N 88*42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00*12'38" W ALG THE SEC LN; & 2,027.94 FT N 89*47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; & RUN TH N 44*06'07" E 757.95 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH TWELVE (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) N 72*50'04" E 44.50 FT; (2) N 47*17'54" E 186.50 FT; (3) N 45*04'00" E 282.73 FT; (4) N 50*05'47" E 194.88 FT; (5) N 48*04'14" E 69.61 FT; (6) N 32*38'31" E 121.74 FT; (7) N 40*39'25" E 227.03 FT; (8) N 34*18'01" E 136.23 FT; (9) N 24*14'33" E 69.49 FT; (10) N 46*22'15" E 727.21 FT; (11) N 47*25'31" E 551.04 FT; & (12) N 66*33'58" E 106.83 FT; TH N 58*40'56" E 590.40 FT TO THE SEC LN; TH S 89*41'41" E 397.95 FT ALG THE SEC LN TO THE NE COR OF SD SEC 20 AS MARKED WITH A REBAR & PLASTIC CAP STAMPED L.S. 147581; TH S 38*43'29" W 3,015.59 FT; TH S 08*00'06" W 526.99 FT; TH N 69*32'55" W 848.66 FT; TH S 30*36'37" W 819.76 FT; TH W 191.00 FT TO THE E R. OF W LN OF SILVER LEAF DRIVE BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 83*26'58" W; TH SIX (6) COURS ALG SD E R. OF W LN AS FOLS: (1) N'LY ALG THE ARC OF A

433.00 FT RAD CUR TO THE L A DIST OF 48.88 FT (CTRL ANG = 06*28'04", & L.C. BEARS N 03*19'00" E 48.85 FT); (2) N 00*04'59" E 154.45 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 89*54'48" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 45*04'59" E 21.21 FT); (4) N 00*04'59" E 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 00*05'12" E; (5) NW'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 44*55'01" W 21.21 FT); & (6) N 00*04'59" E 267.70 FT TO THE POB. CONT 61.9123 AC / 61.91 AC, M. OR L.

The "Revised Phase 9 Property" is legally described as:

Phase 9-MGI Property
Parcel #00-0089-5714
Serial #03-005-120-01-1-1
Owner: Mountain Green Investments LLC
Legal Description: COM AT THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; TH 550.10 FT N 00*23'01" E ALG THE 1/4 SEC LN & 661.90 FT S 89*57'45" E TO THE POB; TH N 89*57'45" E 169.95 FT; TH N 1,525.00 FT; TH N 89*41'34" E 1,862.06 FT M. OR L TO THE E LN OF SEC 30, T5N R2E, SLB&M; TH S 00*25'48" E 2,167.89 FT ALG THE SEC LN TO THE SE COR OF SD SEC 30; TH S 00*02'27" E 274.86 FT M. OR L ALG THE E SEC LN OF SD SEC 31 TO A FNC LN; TH THIRTEEN (13) COUR ALG SD FNC LN AS FOLS: (1) S 78*43'42" W 1,374.63 FT; (2) S 33*28'08" W 313.93 FT; (3) N 85*54'27" W 418.94 FT; (4) N 49*47'25" W 635.99 FT; (5) N 15*59'56" W 56.78 FT; (6) N 08*36'03" W 64.13 FT; (7) N 15*52'42" E 50.00 FT; (8) N 22*04'46" E 58.88 FT; (9) N 28*40'54" E 148.33 FT; (10) N 34*26'43" E 112.37 FT; (11) N 45*21'08" E 89.56 FT; (12) N 23*38'30" E 103.46 FT; (13) N 17*36'30" E 416.01 FT TO THE POB. CONT 126.1517 / 126.15 AC, M. OR L. (KNOWN AS PHASE 9 NORTH PARCEL)

And

Phase 9-MCC Property
Parcel # and Serial # - To be provided by Morgan County Recorder at time of recording. Currently part of parcels # 00-0065-7539, 00-0092-3775 and #00-0002-7282.
Owner: Morgan County Cottonwood LLC
Legal Description (provided by Great Basin Engineering):

A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

Exhibit C

Concept Plan with Amenities

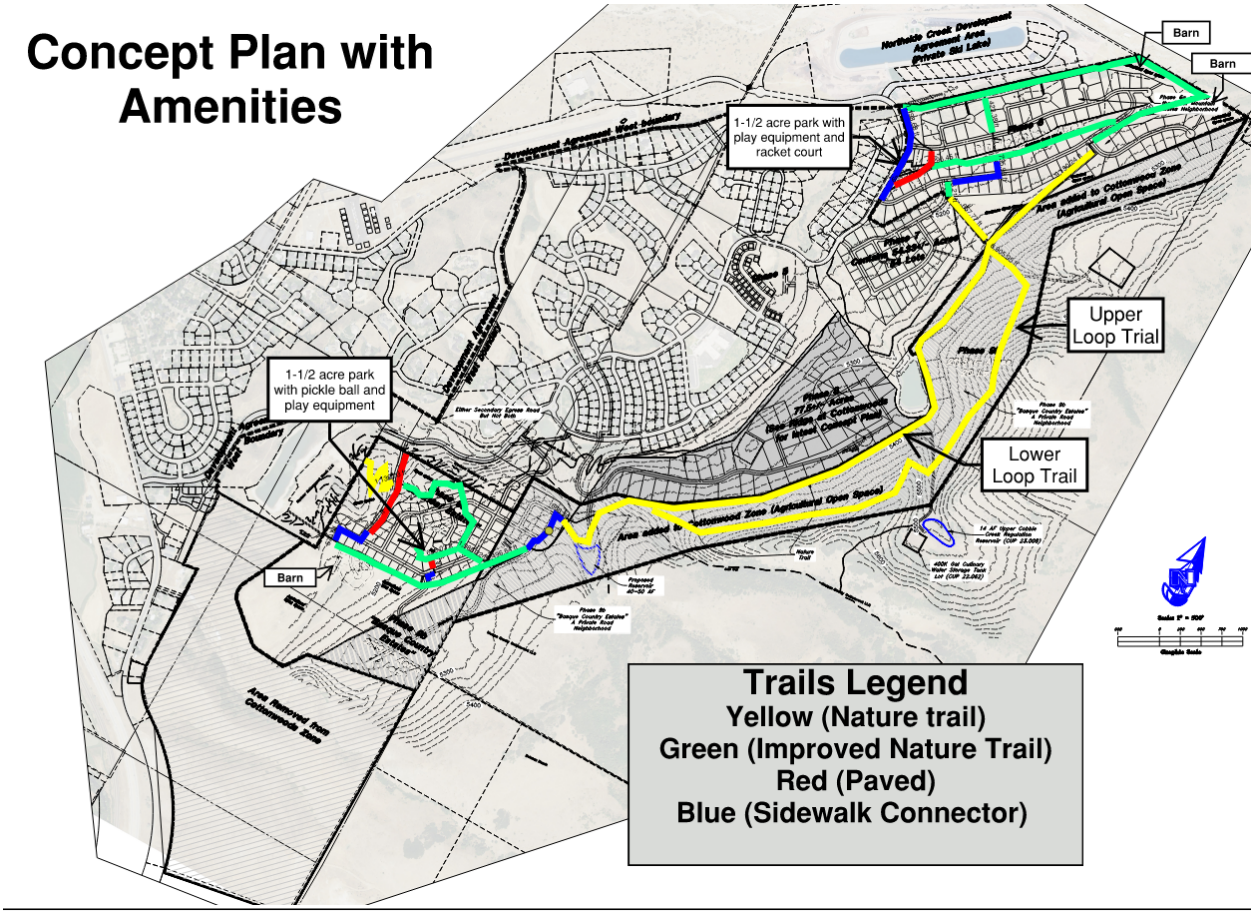


Exhibit D

Not used.

Exhibit E

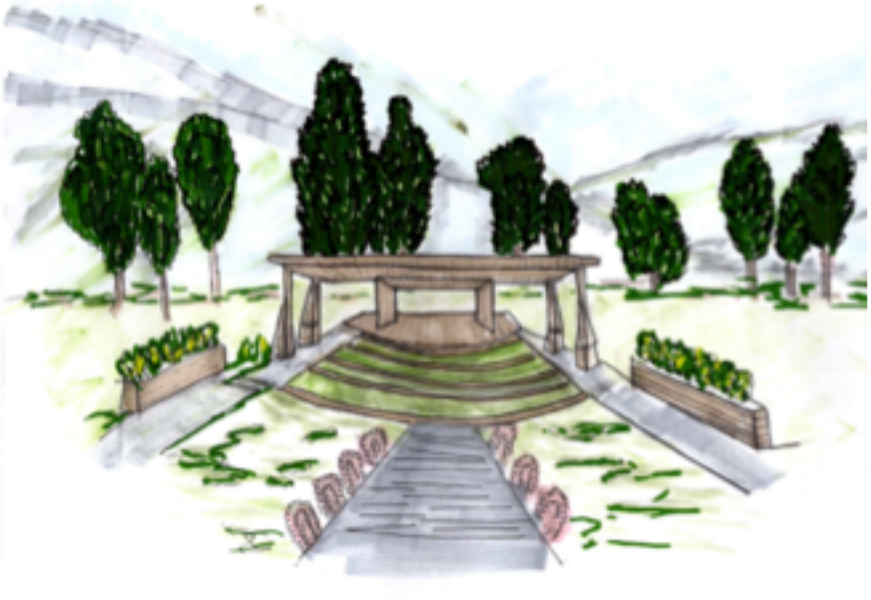
Durst Mountain View and Phase 9 Entry Parkway Examples











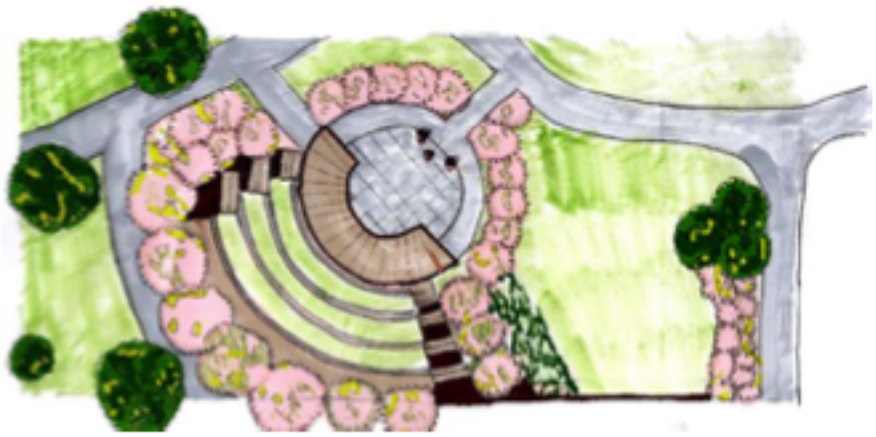




Exhibit F

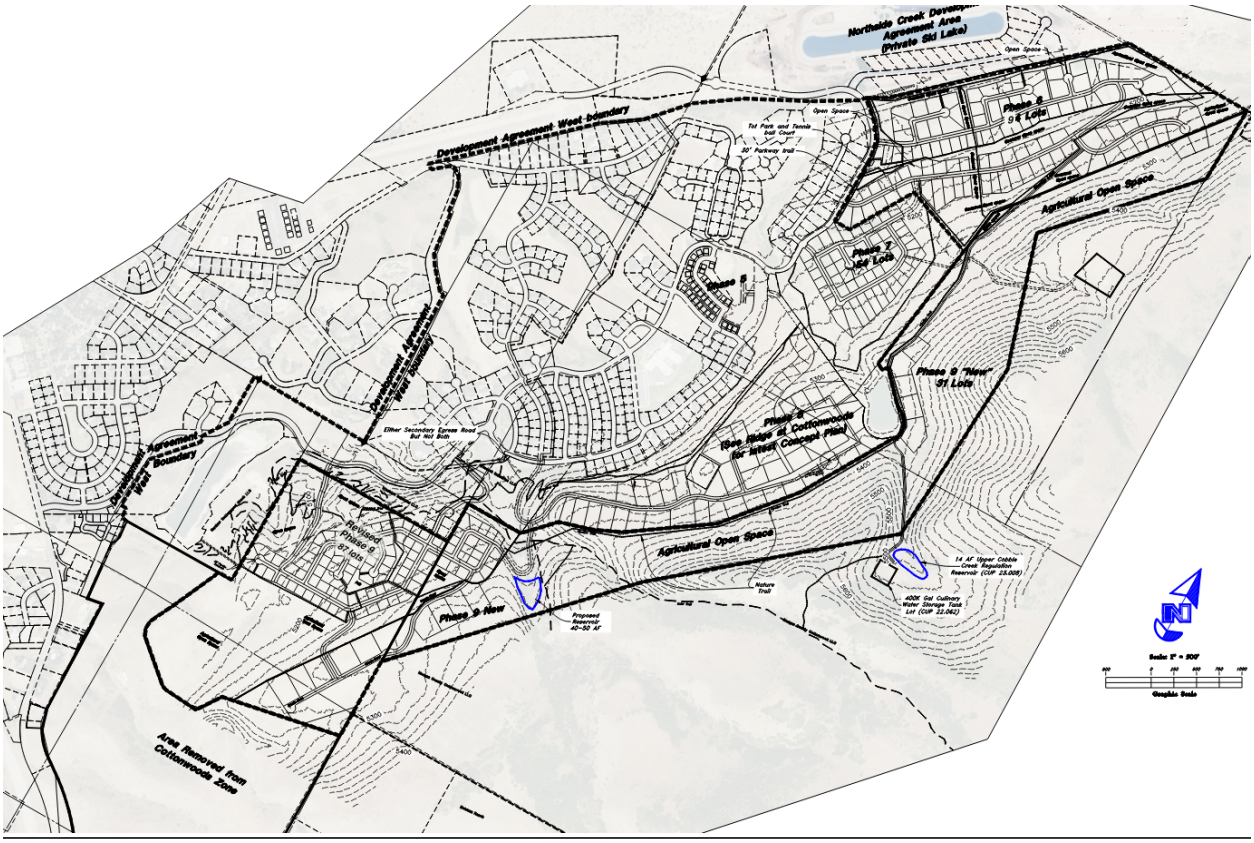

Northside Creek Development Agreement Area (Private Ski Lake)
Open Space
Development Agreement West Boundary
1st Park and Tennis ball Court
30' Parkway trail
Phase 8 54 Lots
Agricultural Open Space
Phase 7 164 Lots
Phase 6
Phase 9 "New" 91 Lots
Development Agreement West Boundary
Either Secondary Egress Road But Not Both
Phase 9 "New" (for West Compact Plan)
Revised Phase 9 61 lots
Agricultural Open Space
Nature Trail
14 AF Upper Cobble Creek Regulation Reservoir (CUP 15.008)
400k Gal Culinary Water Storage Tank 1 Lot (CUP 12.042)
Phase 9 New
Proposed Reservoir 40'-50' AF
Area Removed from Cottonwood Zone
Scale: 1" = 300'
Graphic Scale

Exhibit G

FORM OF RESTRICTIVE COVENANT

UPON RECORDING RETURN TO:
_____
_____

Parcel No(s)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is dated this ____ day of _____, 20__, by and between _____ ("**Developer**"), Morgan County, a Utah political subdivision (the "**County**"), and _____ Association (the "**HOA**"). Developer, County, and HOA are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Declaration is executed pursuant to that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the "Original Development Agreement"), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as amended, including by the Third Amendment to Development Agreement (the "Third Amendment") (collectively, the "**Development Agreement**"). The real property subject to this Declaration is more particularly described in Exhibit A attached hereto and incorporated herein (the "Burdened Property"). Capitalized terms not otherwise defined herein have the meanings given in the Development Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Developer Covenants.

(a) The term "Open Space" means land that is retained in a natural, agricultural, recreational, or otherwise undeveloped condition as authorized by the Development Agreement and applicable ordinances, subject to the limited improvements and activities expressly permitted by this Declaration and the Development Agreement. The amount, classification, and crediting of required Open Space remain governed by the Development Agreement and the applicable Cottonwoods PUD Overlay Ordinance. Only Agricultural Open Space may remain privately owned; other required Open Space shall be designated as Common Open Space and conveyed to the applicable HOA as required by the Development Agreement.

(b) The Developer hereby agrees that the owner of the Burdened Property will, at its sole cost and expense, retain, preserve, and maintain the Burdened Property as Open Space

in a good, clean, and safe condition consistent with the uses permitted by the Development Agreement and this Declaration and in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Maintenance obligations assigned to and assumed by the HOA in accordance with the Development Agreement and applicable recorded instruments shall be performed by the HOA. Without limiting the foregoing, the owner of the Burdened Property shall:

(i) keep the Burdened Property free from trash, debris, and waste;

(ii) prevent erosion and protect vegetation on the Burdened Property through reasonable and customary land management practices consistent with permitted uses;

(iii) not grade, excavate, or otherwise alter the topography of the Burdened Property in any manner inconsistent with Open Space preservation, except as necessary for drainage facilities, reservoirs or water storage tanks, utilities, access improvements, fencing, signage, or similar improvements permitted by the Development Agreement and approved by the County in writing;

(iv) not engage in, or permit any third party to engage in, any mining, drilling, extraction, or other resource-extraction activities on the Burdened Property.

(c) The Developer will not assign, transfer, lease, license, grant any new easement in, or otherwise convey any interest in the Burdened Property to any third party (other than the HOA), or otherwise permit any third party to use or develop the Burdened Property for any purposes other than as Open Space, without the prior written consent of the County and the HOA, except for transfers to the HOA or to another owner of property subject to the Development Agreement, leases for agricultural uses expressly permitted by the Development Agreement, and easements or dedications required or approved in connection with an approved final plat.

(d) Notwithstanding the foregoing, and subject to the limitations in this Section, the following uses are expressly permitted on the Burdened Property, in each case only to the extent consistent with Open Space preservation:

(i) agricultural uses and improvements permitted for the affected property by the Development Agreement, including, on the Phase 9-MCC Property, free-range sheep grazing (conducted without perimeter fencing and without fencing along any trail, trail easement, or trail corridor); on the Phase 9-MGI Property, the agricultural building permitted by the Development Agreement and shown on an approved plan is also allowed;

(ii) passive recreation such as hiking, trail use, and wildlife observation on existing trails and trails required by the Development Agreement;

(iii) exclusively by the owners of the Burdened Property and any adjacent owners with express separate access rights, active recreation and through-access (limited to access through and travel on trails or roads in addition to the public trails required by the Development Agreement) substantially as has occurred

on the Burdened Property before the date of this Declaration, including for horses and motorized vehicles; these existing trails and roads may intersect and cross over the public trails required by the Development Agreement at locations marked by the owner of the Burdened Property;

(iv) stormwater management and drainage improvements required by applicable law or governmental authority; and

(v) repair, replacement, and routine maintenance of any permitted improvements in their existing locations and to their existing capacity.

(e) Any expansion, relocation, intensification, new alignment, added staging or access, increase in capacity, or new use or improvement not authorized by the Development Agreement or an approved final plat shall require the prior written consent of both the County and the HOA. Uses and improvements already authorized by the Development Agreement or an approved final plat, including routine agricultural operations consistent with those approvals, do not require further County consent under this subsection.

(f) This Section 1 is subject to Section 2.

2. Temporary Trail Closures. This Section 2 prevails over Section 1. Any public trail, public trail easement, or public trail corridor required by the Development Agreement and located on, within, or adjacent to the Burdened Property shall remain open and accessible to the public and residents without a use fee throughout the year, except for reasonable temporary closures for active maintenance, repairs, weather-related safety concerns, emergency conditions, agricultural operations requiring temporary closure for public safety, or other temporary conditions that make public access unsafe or impracticable. Temporary closures will be determined by the owner of the affected Burdened Property or the HOA, as provided in their applicable recorded agreement, will apply to HOA members and the general public, and will not constitute a default under this Declaration so long as the closure is reasonable in duration and scope under the circumstances and, except in emergencies, the party initiating the closure provides the other party with at least five (5) business days' prior written notice describing the reason, affected trail segment, and anticipated duration of the closure and posts reasonable notice of the closure at the affected trail access points. For an emergency closure, the party initiating the closure shall notify the other party as soon as reasonably practicable, but in no event later than one (1) business day after the closure begins. In no event will a temporary closure resulting from routine and normal agricultural use occur more than (i) a total of six calendar days, on an aggregate basis, in any one calendar year, and (ii) three consecutive calendar days at any time. Without limiting the foregoing, the seasonal presence of livestock guardian dogs and grazing bands or herds on or adjacent to the trail corridor is an agricultural operation requiring temporary closure for public safety within the meaning of this Section, and the then-current owner of the affected Burdened Property may temporarily close the affected trail segments during those grazing periods in accordance with the applicable recorded agreement, subject to the aggregate and consecutive-day limits set forth above and the notice and posted-notice requirements, in order to preserve open grazing (including its wildfire-mitigation benefits) without requiring the trail corridor to be fenced. The owner of the affected Burdened Property shall maintain a written record of all closures, including their reasons and duration, and shall provide the record to the County or the HOA upon request. Permitted closures require no

County notice or approval. The County has no responsibility for administering closures or resolving private disputes between an owner and the HOA, but retains the right, without obligation, to enforce the Open Space and public-access requirements of this Declaration and the Development Agreement. Trails shall comply with the construction and maintenance standards incorporated in the Third Amendment. Trail ownership and maintenance responsibility shall be as provided in the Development Agreement and applicable recorded instruments; the County assumes no trail ownership or maintenance responsibility.

3. Remedies. If any party materially breaches the terms and conditions of this Declaration and fails to cure such breach within thirty (30) days after receiving written notice thereof from any non-breaching party (or such longer period as may be reasonably necessary to complete the cure, provided the breaching party commences the cure within such 30-day period and diligently pursues it to completion), any non-breaching party (including, without limitation, the HOA and the County, each acting independently) may enforce the terms and conditions of this Declaration and shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, declaratory relief, and any other equitable or legal relief, subject to applicable law and court rules. In addition, if the breaching party fails to cure within the applicable cure period, the HOA and the County shall each have the right (but not the obligation), after five (5) business days' further written notice, to enter upon the affected portion of the Burdened Property and perform the cure at the breaching party's sole cost and expense, and the breaching party shall reimburse all reasonable costs of such cure, together with the enforcing party's reasonable attorneys' fees, court costs, expert fees, and other enforcement costs, within thirty (30) days after demand, with any unpaid amounts bearing interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law and constituting a contractual lien against the affected portion of the Burdened Property to the extent permitted by applicable law enforceable by the HOA or the County in accordance with applicable law. Notwithstanding the foregoing, no cure period shall be required for an emergency presenting an imminent threat of material injury to persons or material damage to property, but any emergency relief shall be limited to addressing that imminent threat. Nothing in this Declaration prevents any Party, or any then-current owner, occupant, or tenant of the affected portion of the Burdened Property, from contesting the existence of a breach, the availability of injunctive relief, or the scope of any requested remedy. All rights and remedies of the HOA and the County under this Declaration are cumulative and not exclusive of any other rights or remedies available at law, in equity, or under the Development Agreement, and no delay or failure by the HOA or the County to exercise any right or remedy shall constitute a waiver of that or any other right or remedy or an election of remedies.

4. Covenant Running With Land; Binding on Successors and Assigns. This Declaration and the restrictions contained herein shall burden and run with the Burdened Property and shall be enforceable by the HOA and its successors and assigns, and by the County and its successors, assigns, and any successor governmental authority, each acting independently, and will be binding on all future owners of the Burdened Property. Upon any transfer of all or any portion of the Burdened Property, the transferor shall remain responsible only for obligations first arising before the effective date of the transfer with respect to the transferred portion, and the transferee shall be responsible only for obligations first arising from and after the effective date of the transfer with respect to the transferred portion. Without limiting the foregoing, upon conveyance of all or any portion of the Burdened Property to the HOA or to another owner of property subject to the Development Agreement, the transferor shall, subject to any applicable assumption and release

requirements of the Development Agreement, be released from all further maintenance, preservation, and compliance obligations under this Declaration with respect to the conveyed portion, which obligations shall thereafter run solely with the conveyed portion and be binding on the transferee. A transfer does not extinguish an existing violation or the continuing obligation to bring the transferred property into compliance. Before exercising development rights, a successor developer shall obtain County approval of a recorded assumption of the Development Agreement, including the applicable unit limits, required amenities, and all other property-specific obligations. No transfer, consent, or release under this Declaration waives any applicable assumption, amendment, or release requirement of the Development Agreement.

5. Severability. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent of the language hereof.

6. Attorneys' Fees. In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing Party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.

7. Amendment. "Material Amendment" means any amendment, modification, waiver, release, or termination of this Declaration that alters the permitted uses of the Burdened Property, the obligations of the Developer or any successor owner, or the rights, remedies, consent rights, notice rights, or enforcement rights of the County or the HOA. An "Immaterial Amendment" means any amendment to this Declaration other than a Material Amendment. Any Immaterial Amendment shall require the mutual written agreement of the County, the HOA, and the then-current owner of the portion of the Burdened Property directly affected thereby. Any Material Amendment shall require the mutual written agreement of the County, the HOA, and each then-current owner of any portion of the Burdened Property affected thereby; provided that any termination of this Declaration in its entirety shall require the mutual written agreement of the County, the HOA, and each then-current owner of any portion of the Burdened Property. No amendment, modification, waiver, release, or termination shall be effective unless executed by all parties whose consent is required under this Section and recorded in the official records of the Morgan County Recorder. No consent, amendment, waiver, release, or termination under this Declaration authorizes a change inconsistent with the Development Agreement or applicable ordinances; any required amendment to the Development Agreement must be approved, executed, and recorded in accordance with that Agreement.

8. Third Party Beneficiaries. No rights, privileges or immunities set forth herein will inure to the benefit of any third party that is not an owner of the Burdened Property, except that the HOA (and its successors and assigns) is expressly intended to be, and shall be treated as, a third-party beneficiary of this Declaration with full standing and right to enforce every provision hereof in its own name, whether or not the HOA is an owner of any portion of the Burdened Property. Each owner of the Burdened Property is intended to be a third-party beneficiary of the provisions contained herein only to the extent such provisions directly affect the portion of the Burdened Property owned by such owner.

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

10. Term. The term of this Declaration shall commence on the date it is recorded in the recorder's office of the County and shall continue in perpetuity unless terminated in accordance with the Amendment section of this Declaration.

11. Senior Covenants; No Subordination. Subject to applicable law, this Declaration, and all rights, remedies, and interests of the HOA and the County hereunder, shall be senior and superior to any mortgage, deed of trust, mechanic's lien, judgment lien, or other lien or encumbrance hereafter recorded against all or any portion of the Burdened Property, and no foreclosure, deed in lieu of foreclosure, or other transfer resulting from the enforcement of any such lien or encumbrance shall extinguish, impair, or terminate this Declaration or the covenants, restrictions, or enforcement rights set forth herein. Before this Declaration is recorded, any prior lien that could extinguish it shall be released or subordinated to this Declaration by a recorded instrument.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date and year first set forth above.

DEVELOPER:

_____
By:
Name:
Title:

COUNTY

Morgan County, State of Utah

By:
Name:
Title:

Approved as to form:

_____

HOA:

By: _____
Name:
Title: Authorized Signer

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 20___, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.
County of _____)

On the _____ day of _____, 20___, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, _____, personally appeared before me _____, a _____ of _____, who executed the foregoing instrument on behalf of said political subdivision.

_____
NOTARY PUBLIC

My Commission Expires:

Residing at:

CONSENT OF LIENHOLDER/MORTGAGEE

The undersigned, being the holder of a mortgage, deed of trust, or other lien or security interest encumbering all or any portion of the Burdened Property described in Exhibit A (the "Lien"), hereby consents to the recording of this Declaration against the Burdened Property and agrees that the Lien is and shall be subject and subordinate to this Declaration. The undersigned further agrees that any foreclosure, deed in lieu of foreclosure, or other enforcement of the Lien shall not extinguish, terminate, or otherwise impair this Declaration, which shall continue to run with and burden the Burdened Property in accordance with its terms.

EXECUTED AND AGREED TO BY:

[Lienholder]

By: _____
Name:
Title: Authorized Signer

On the _____ day of _____, 20___, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument in the capacity and for and on behalf of the entity indicated.

_____
NOTARY PUBLIC

Exhibit A to Restrictive Covenant

(TBD)

§ 155.465 COTTONWOODS PUD OVERLAY DISTRICT.

(A) Title. This section shall be known as the Cottonwoods PUD Overlay District.

(B) Purpose. The Cottonwoods PUD Overlay District is an area approximately 1,036 acres in size (exhibit A attached to the ordinance codified herein and on file in the county office), located on the eastern edge of the Mountain Green master plan townsite. With its high level of visibility to residents and visitors alike, architectural integrity and quality design controls are crucial to implementing the county goals and objectives. The Cottonwoods is a master-planned mixed-use project with multiple architecturally compatible buildings. The purpose of the Cottonwoods PUD Overlay District is to allow substantial flexibility in planning and designing a proposal for land use development. This flexibility often occurs in the form of relief from compliance with conventional zoning ordinance site and design requirements. Ideally, this flexibility results in a development that is better planned, contains more amenities and ultimately a development that is more desirable to live in than one produced in accordance with typical zoning and subdivision controls. These provisions are intended to create more attractive and more desirable environments within the county and to encourage the following:

(1) Allow creative use of the land and encourage the preservation of permanent open space and sensitive areas;

(2) Permit and support higher development densities to encourage utilization of clustered neighborhoods;

(3) Allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of the land than is possible through strict application of standard zoning and subdivision controls;

(4) Permit developers to vary architectural styles and land use on a project-by-project basis, rather than on the basis of tunnel zoning and sprawl zoning concepts, in a manner that may provide for a limited additional development right in density or land use;

(5) Permit developers to locate the various features of their developments in harmony with the natural features of the land;

(6) To provide for accessible public open space and recreation space, schools, churches and private facilities; and

(7) To encourage preservation and protection of agricultural usage through the emphasis of the right to farm and by providing buffering between existing agricultural uses and higher density uses.

(C) Permitted uses. The following uses are permitted in accordance with the approved concept plan (attached to the ordinance codified herein and on file in the county office) and approved development agreement:

(1) Attached and detached single-family residential buildings and accessory structures;

(2) Recreational uses and accessory buildings, such as trails, parks, tennis courts, community clubhouse and swimming and other uses permitted as conditional uses. A community clubhouse may include a small restaurant, which shall include a seating capacity for not more than 52 patrons; and

(3) Quasi-public buildings, public schools and churches.

(D) Conditional uses.

(1) Golf course and associated accessory uses, such as a driving range, clubhouse/restaurant upon satisfaction of the following conditions. This division (D)(1) does not apply to Revised Phases 6 and 9 as defined in Exhibit B of the Third Amendment to the Development Agreement:

(a) The developer has demonstrated that the golf course shall have sufficient water rights to maintain the golf course as a public golf course; and

(b) The approval of the golf course shall not reduce the required 40% native and/or agricultural open space below the requirements set forth in this section; provided, however, that if required, the developer may convey to the master homeowners' association open space not currently included within the boundaries of the Cottonwoods PUD Overlay District, but is adjacent to the Cottonwoods PUD Overlay District in order to meet such open space requirements. If necessary, the county may amend this section and the approved development agreement to reflect such additional land as part of the Cottonwoods PUD Overlay District. The addition of such adjacent open space shall be subject to the platting requirements set forth in this chapter.

(2) Cabins consisting of 12 or less cabins and one main lodge, which may be rented or leased as lodging, upon satisfaction of the following conditions:

(a) Each cabin shall be a single-story structure containing less than 1,600 usable square feet and shall contain parking for at least two vehicles;

(b) The location for each such cabin shall be shown on a site plan approved by the County Commission pursuant to the process set forth above;

(c) The main lodge may include such amenities as is customarily included in cottage type lodging, including a dining facility with a seating capacity for not more than 45 patrons, rental of outdoor recreation equipment and providing for guided tours;

(d) Any limitations on operations and use provided by this chapter, as recommended by the Planning Commission and approved by the County Commission; and

(e) The main lodge shall contain a footprint of not more than 5,000 square feet.

(3) Equestrian facility, upon satisfaction of the following conditions. This division (D)(3) does not apply to Revised Phases 6 and 9:

(a) The developer has submitted a site plan to the County Commission as required by the procedures set forth above, which site plan shall depict the equestrian center and trails;

(b) The equestrian center and related trails shall be available for the use and enjoyment of the general public upon payment of customary fees and charges; and

(c) The equestrian center may include a barn, stables, workout areas and pasture and grazing areas and such other amenities approved by the county. The equestrian center shall be developed at the time of the development of the phase in which the equestrian center is located.

(4) Private Parks. Parks, playgrounds, sports courts, and community clubhouses.

(E) Density. In accordance with the approved concept plan and approved development agreement, 760 dwelling units (1.363 du/acre) can be developed within the Cottonwoods PUD Overlay District. Additionally, in the event an 18-hole golf course is developed within the Cottonwoods PUD Overlay District, an additional 38 dwelling units may be developed within the Cottonwoods PUD Overlay District for a total of 798 dwelling units (1.298 du/acre). Except as set forth below, no single lot for a residential unit shall be less than 10,000 square feet. The developer may develop mansion homes containing three to six units per parcel in the Meadow Village neighborhood, which homes may be built on lots smaller than 10,000 square feet. Base density and bonus densities established within the development agreement and concept approval may be used on any portion of the property, regardless of base zoning, provided such use is in accordance with the development agreement and concept plan. There shall be a maximum of 212 dwelling units comprised of 94 dwellings in Revised Phase 6 and 118 in Revised Phase 9, resulting in a maximum density of 0.49 dwelling unit per acre for Revised Phases 6 and 9. For the property subject to the Third Amendment to the Development Agreement, the amenities required by that amendment satisfy the golf-course condition in this division, and the 212-unit maximum includes all bonus units.

(F) Development standards. The Cottonwoods PUD District will provide design guidelines for the buildings, landscaping, parking, housing and signage located within the district boundaries. The Cottonwoods project is a master-planned, mixed-use development containing approximately 1,036 acres of undeveloped land along the east bench of Mountain Green. The master plan provides for commercial and residential development in designated areas of the district in accordance with the development standards set forth herein.

(1) Commercial buildings. All commercial buildings within the district will be required to obtain a conditional use permit.

(2) Residential development. A detailed site plan will be required for staff review and approval. Cottonwoods PUD Overlay District will be separated into phases and neighborhoods shown approximately on exhibits C and D attached to the ordinance codified herein and on file in the county office. Development of the residential component within the district shall comply with the following development standards:

[see table attached as “Ordinance Table”]

(3) Street right-of-way width. The right-of-way for public streets will be 55 feet wide.

(4) Cul-de-sacs. Private cul-de-sacs may be longer than the public street standard but shall not be longer than 1,500 feet.

(5) Limitations. The development of the Cottonwoods PUD Overlay District shall be limited by the requirements set forth in this chapter.

(6) Preserved open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 40% preserved open space. Preserved open space is the sum of all land that is perpetually left naturally undeveloped or in agriculture.

(7) Usable open space. The Cottonwoods PUD Overlay District shall maintain a minimum of 10% usable open space. Usable open space is the portion of preserved open space that can be landscaped and is contained on slopes of 15% or less. It is capable of being landscaped with berms, shrubs and lawns for use as park-like areas that complement the development. It must contain no less than 10,000 square feet of contiguous area in each open space parcel, unless 10,000 square feet is more than the required 10%. It is not intended to be remnant pieces of land too small to be used for anything that combined would have met the required amount of land. Usable open space may include space on residential lots which are subject to a public open space easement.

(8) Sensitive areas. The Cottonwoods PUD Overlay District is required to preserve sensitive areas in open space. Sensitive areas include, but are not limited to, ridgeline/viewshed areas, areas of special interest or beauty, wetlands, fault zones, stream corridors, important wildlife areas, unstable soils or any other environmental concern addressed in this section, as detailed within the development agreement and PUD overlay report.

(G) Landscape standards. The Cottonwoods PUD Overlay District and all phases will be landscaped with sensitivity to the natural environment. The landscaping shall be installed in accordance with a landscape plan submitted along with the residential site plan to be reviewed and approved by the staff and in accordance with the development agreement and PUD overlay report.

(H) Parking design.

(1) Commercial development within the Cottonwoods PUD District will require five parking stalls for every 1,000 square feet of retail or restaurant space. Each stall must measure at least nine feet wide by 18 feet long, with ADA accessible stalls provided in accordance with established standards.

(2) Parking lot lighting shall provide adequate illumination and shall be no taller than 30 feet and shall conform to night sky regulations as detailed in the development agreement. Pedestrian corridors shall be identified by a change in color and/or texture of pavement material. Tree diamonds measuring five feet by five feet shall be installed throughout the parking areas.

(I) Signage. The signage is an important component of the Cottonwoods PUD project. Exhibit E attached to the ordinance codified herein and on file in the county office sets forth the sign criteria for the Cottonwoods PUD Overlay District.

(J) Procedures. Approval of the PUD Overlay District text shall constitute conceptual site plan approval for the Cottonwoods PUD District. Subsequent phases shall be approved as applications for subdivision approval, conditional use approvals and any other permits shall be processed in accordance with the county requirements, ordinances and procedures.

(1) Planning Commission preliminary plat approval.

(a) Prior to commencing construction on any phase, the developer shall submit a preliminary plat, the applicable neighborhood declaration, construction drawings and specifications and all required submittals under this chapter and the approved development agreement applicable to such phase to the Planning Commission. Each plat submitted to the Planning Commission shall comply with all technical platting requirements of this chapter and the subdivision ordinances. The developer shall pay fees for each plat as are generally required by the county at the time of the submission of the plat to the Planning Commission. Timing of said submission and review by county staff prior to the Planning Commission shall be in accordance with the adopted Planning Department submittal deadline policy.

(b) The Planning Commission shall review the plat and all required submittals associated with the applicable phase for completeness and conformity with the approved development agreement and this section. To the extent that such plat is complete and consistent with the approved development agreement, this section and all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission shall make a recommendation to the County Commission for the approval of such plat. To the extent of a conflict between the provisions of this section and another ordinance, this section shall control. The Planning Commission shall hold all duly noticed public hearings required for the approval of such plat under state code, this chapter and other county ordinances, as applicable. In the event the Planning Commission determines that such plat is incomplete or is inconsistent with this section, the approved development agreement or all applicable federal, state and local laws, rules, regulations and ordinances, the Planning Commission will provide developer with a reasonably detailed description of any such inconsistencies, in which case developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the Planning Commission for approval pursuant to the process set forth above.

(2) County Commission preliminary approval of plat. Following the recommendation from the Planning Commission that a plat be approved by the County Commission pursuant to the procedures set forth in division (J)(1) above, such plat shall be submitted to the County Commission for approval. The plat shall be approved; provided, that such plat is complete and complies with this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. The County Commission shall review the plat for completeness and conformity with this section, the

approved development agreement, all applicable federal, state and local laws, rules, regulations and ordinances. To the extent that such plat is complete and consistent with this section, the approved development agreement, this chapter and all applicable federal, state and local laws and ordinances, the County Commission shall approve the plat. The County Commission shall hold all duly noticed public hearings required for the approval of such plat under the state code, this section, this chapter and other applicable county ordinances. In the event the County Commission determines that such plat is not consistent with this section or the approved development agreement, the County Commission will provide the developer with a reasonably detailed description of any such inconsistencies, in which case the developer shall revise such plat to remediate any such inconsistencies and resubmit such plat to the County Commission for approval pursuant to the process set forth in this division (J)(2).

(3) Final plat approval. Following the preliminary approval of the plat by the County Commission pursuant to the procedures set forth in division (J)(2) above, the County Commission shall authorize the developer to submit a final plat to the county staff for review. The county staff shall review a paper plat for completeness and conformance to the preliminary approval of the plat (including any conditions for approval). If such plat is complete and conforms to the preliminary approval, the county staff shall authorize the developer to submit a Mylar copy of the final plat for approval. The developer shall be responsible for obtaining all required signatures on the Mylar with the exception of the Planning Commission and County Commission. The signed Mylar shall be placed on the agenda of the Planning Commission for review, approval and signatures. Following receipt of the final plat signatures from the Planning Commission, the county staff shall place the Mylar on the agenda of the County Commission for signature and adoption. The final plat will then be released to the developer for recordation.

(4) Building permits. Following the recordation of the final plat, the developer is authorized to sell lots in accordance with state and local law. The county staff will issue building permits in accordance with this section, the approved development agreement, this chapter and applicable federal, state and local laws, rules, regulations and ordinances. Upon receipt of preliminary approval for a plat, the county staff is authorized to issue building permits to enable the developer to commence construction on the infrastructure in accordance with the preliminary plat, this section, the approved development agreement and all applicable federal, state and local laws, rules, regulations and ordinances. Additionally, in the event that the infrastructure for a particular phase is: Dependent upon the construction of infrastructure improvements on future phases (e.g., retention ponds on future phases or utility lines through future phases); or the infrastructure would necessarily continue onto the real property included in future phases (e.g., a road crossing all phases) and the completion of such infrastructure as a whole rather than in phases is justified by financial constraints and sound engineering principles, the county staff is authorized to issue building permits for the construction of such improvements on such future phases. Building permits for dwelling units shall only be issued when required infrastructure for the applicable plat has been installed and inspected and approved by the County Engineer, which approval shall be limited to confirming that such infrastructure is completed in accordance with this section, the approved development agreement and all

applicable federal, state and local laws, rules, regulations and ordinances. Notwithstanding the foregoing to the contrary, in the event that prevailing weather conditions would require a developer to waive its warranty with respect to installing asphalt on roads in a phase, building permits for dwelling units may be issued without the completion of such roads, subject to the county's receipt of reasonable assurances that such roads shall be completed during the period that such warranty will not be waived. No permit shall be issued unless proof of approval from the architectural committee has been submitted to the county.

(K) Effect of provisions. Approval of this amendment constitutes a zoning change for the Cottonwoods PUD Overlay District.

(L) Statement of intent. The Cottonwoods Overlay District is intended to provide specific regulations or standards pertaining to specific geographic features or land uses, wherever these are located. Whenever there is a conflict between the regulations of a base zoning district and those of an overlay district, the overlay district regulations shall control.

Exhibit "A"

Legal Description

(This description is for all the land that was originally in the Cottonwoods PUD Overlay District as established in 2006):

A parcel of land located in Sections 19, 20, 29 and 30 in Township 5 North, Range2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, (Basis of bearing being South 88°42'14" East 1341.72 feet between the Center of Section and the South 1/4 corner of the Northeast corner of said Section 30) and running thence South 88°42'14" East 1336.65 feet; thence North 00°42'36" West 335.14 feet; thence North 76°23'47" East 32.94 feet; thence North 03°35'20" East 116.35 feet; thence North 00°57'41" West 470.92 feet; thence North 03°06'28" West 450.19 feet; thence North 03°10'42" West 248.07 feet; thence North 04°55'12" West 217.84 feet; thence South 85°04'48" West 42.16 feet; thence North 40°53'26" West 290.14 feet; thence North 32°23'57" West 139.58 feet; thence North 08°06'21" West 485.48 feet; thence South 89°29'51" West 20.18 feet; thence North 08°06'21" West 245.91 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 81°53'39" West; thence Northerly and Westerly along the arc of said curve 491.23 feet through a central angle of 122°22'16"; thence South 49°31'23" West 38.55 feet to a point of curvature of a 347.42 foot radius curve to the left, the center of which bears South 40°28'38" East; thence Southwesterly along the arc of said curve 118.83 feet through a central angle of 19°35'49"; thence South 29°55'33" West 313.18 feet; thence North 88°55'15" West 257.09 feet; thence North 46°46'42" East 3089.72 feet; thence North 52°17'58" East 511.81 feet; thence South 11°48'57" East 66.72 feet; thence North 55°15'08" East 577.92 feet; thence North 62°47'20" East 697.15 feet; thence North 59°15'48" East 905.16 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 173.02 feet; thence North 41°01'19" West 367.66 feet; thence North 52°00'49" East 955.49 feet; thence South 89°40'57" East 1961.90 feet; thence South 38°44'36" West 3015.81 feet; thence South 08°00'08" West 2521.21 feet; thence South 70°45'46" East 639.64 feet; thence South 30°41'13" West 1174.86 feet; thence South 39°58'09" West 970.07 feet; thence South 55°28'09" West 1050.90 feet; thence South 65°28'09" West 323.36 feet; thence South 73°18'09" West 389.10 feet; thence South 44°04'10" West 432.30 feet; thence South 89°48'23" West 660.00 feet; thence South 00°25'51" East 2606.16 feet; thence South 00°42'11" West 3391.42 feet; thence South 80°42'47" West 1557.72 feet to a point on a non tangent 2353.60 foot radius curve to the left, the center of which bears South 78°24'09" West; thence Northwesterly along the arc of said curve 1900.32 feet through a central angle of 46°15'40" to a point of non tangent compound curvature of a 752.56 foot radius curve to the right, the center of which bears North 33°21'13" East; thence Northwesterly along the arc of said curve 594.31 feet through a central angle of 45°14'52"; thence North 01°51'26" West 738.77 feet; thence North 09°47'07" West 170.00 feet; thence North 79°47'56" East 25.81 feet; thence North 01°53'19" West 403.69 feet; thence South 79°57'31" West 219.14 feet; thence North 07°29'19" West 973.52 feet; thence North 02°32'09" East 713.67 feet; thence North 42°00'44" East 599.14 feet; thence North 27°19'53" West 128.18 feet; thence North 62°40'07" East 67.13 feet to a point of curvature of a 300 foot radius curve to the left (cord bears North 40°46'06" East 223.80 feet) 229.34 feet along said arc; thence North 00°00'00" West 581.05 feet to a point on the center of section line and on the South line of the Silver Stone Subdivision as recorded in the Morgan County Recorders Office; thence along said center of section line South 88°42'14" East 731.88 feet to the point of beginning.

Containing 1036.08 Acres more or less.

LESS AND EXCEPTING (for informational purposes only, these descriptions relates to land that was originally part of the Cottonwoods PUD Overlay District but in 2026 was removed from the District):

Legal description for parcel # 00-0088-2927 SN 03-005-133-01-2-1

BEG AT A PT ON THE E BDY LN OF COVENTRY COVE SUBDIVISION PUD, IN MORGAN COUNTY UTAH SD PT BEING: 539.41 FT S 89*40'47" W ALG THE 1/4 SEC LN; & 552.76 FT N 0*19'13" W FRM THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; & RUN TH N 89*57'45" E 1,208.08 FT M. OR L TO AN EXIST FNC LN; TH THIRTEEN (13) COURS ALG SD EXIST FNC LN AS FOLS: (1) S 17*36'30" W 416.01 FT; (2) S 23*38'30" W 103.46 FT; (3) S 45*21'08" W 89.56 FT; (4) S 34*26'43" W 112.37 FT; (5) S 28*40'54" W 148.33 FT; (6) S 22*04'46" W 58.88 FT; (7) S 15*52'42" W 50.00 FT; (8) S 08*36'03" E 64.13 FT; (9) S 15*59'56" E 56.78 FT; (10) S 49*47'25" E 635.99 FT; (11) S 85*54'27" E 418.94 FT; (12) N 33*28'08" E 313.93 FT; & (13) N 78*43'42" E 1,374.63 FT M. OR L TO THE E LN OF SEC 31; TH S 00*02'27" E 3,102.71 FT ALG SD E LN TO A PT 1962 FT N OF THE SE COR OF SD SEC 31; TH S 79*45'00" W 1,635.22 FT M. OR L TO THE E'LY LN OF THAT PCL DESC IN THAT FINAL ORDER OF CONDEMNATION RECORDED IN BK S AT PG 398, NO 33437 IN THE OFFICE OF THE MORGAN COUNTY RECORDER, BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 77*34'12" W; TH THREE (3) COUR ALG SD E'LY LN AS FOLS: (1) NW'LY ALG THE ARC OF A 2,509.62 FT RAD CUR TO THE L A DIST OF 1,825.62 FT (CTRL ANG EQUALS 41*40'47", & L.C. BEARS N 33*16'11" W 1,785.63 FT); (2) N 54*50'00" W 127.98 FT TO A PT OF NONTNGT CURV OF WH THE RAD PT LIES N 33*08'40" E; & (3) NW'LY ALG THE ARC OF A 774.34 FT RAD CUR TO THE RGT A DIST OF 386.67 FT (CTRL ANG EQUALS 28*36'40", & L.C. BEARS N 42*33'00" W 382.67 FT); TH N 16*17'39" W 215.84 FT TO THE SE COR OF THAT PCL CONVEYED TO REX G. & JANEAL B. WILKINSON IN BK M29 AT PG 129, REFERENCE #42297 IN THE OFFICE OF THE MORGAN COUNTY RECORDER; TH N 01*38"00" W 403.28 FT ALG THE E LN OF SD WILKINSON PCL TO THE SW COR OF THAT PCL CONVEYED TO MARK H. & SHEILA R. WILKINSON IN BK 330 AT PG 751. AS ENTRY #139397 IN THE OFFICE OF THE MORGAN COUNTY RECORDER; TH FIVE (5) COURS ALG THE S, E & N BNDYS OF SD PCL AS FOLS: (1) S 74*55'57" E 282.04 FT; (2) S 73*52'51" E 224.27 FT; (3) N 29*16'19" E 491.94 FT; (4) N 58*59'46" W 584.80 FT; & (5) N 70*05'50" W 251.44 FT (258.11 FT BY RECORD); TH N 01*26'00" W 226.54 FT; TH S 80*02'00" W 130.57 FT M. OR L TO THE SD E'LY BDY LN OF COVENTRY COVE SUBDIVISION PRUD; TH N 05*25'44" W 961.70 FT ALG SD E'LY BDY LN TO THE POB. CONT 189.6812 AC. LESS THE FOL AMT SOLD: BK 345 PG 1531 (27.0786 AC) LYING WITHIN 03-005-133-01-3 & 02-005-133-07-1 DESC AS FOLS: THAT PORT OF THE FOL LYING WITHIN THE SEWER / FIRE DIST: A PCL OF LAND LOC IN SECS 30 & 31, T5N, R2E, SLB&M, MORE PART DESC AS FOLS: BEG AT A PT WH IS 530.67 FT W & 2375.05 FT S FRM THE CTR OF SEC 30, T5N, R2E, SLB&M, (B.B. BEING S 88*42'14" E 1341.72 FT BET THE CTR OF SEC & THE CE 1/16 COR OF SD SEC 30) & RUN TH S 87*59'04" E 572.28 FT; TH S 49*43'55" E 474.61 FT; TH S 26*12'11" W 61.51 FT; TH S 28*26'21" W 55.53 FT; TH S 28*00'56" W 47.63 FT; TH S 21*01'56" W 41.45 FT; TH S 14*52'12" W 50.66 FT; TH S 07*17'41" E 67.98 FT; TH S 20*10'14" E 38.63 FT; TH S 34*22'48" E 51.63 FT; TH S 43*33'40" E 52.30 FT; TH S 51*04'53" E 53.84 FT; TH S 56*25'14" E 67.44 FT; TH S 49*39'49" E 62.55 FT; TH S 47*25'45" E 114.21 FT; TH S 29*09'17" W 825.68 FT; TH N 75*09'01" W 281.51 FT; TH N 75*07'45" W 226.69 FT; TH N 01*26'00" W 327.40 FT; TH N 09*35'00" W 164.51 FT; TH N 80*00'13" E 23.26 FT; TH N 01*25'56" W 409.30 FT; TH S 80*22'41" W 170.01 FT; TH N 05*33'22" W 653.21 FT TO THE POB. LEAV 162.6026 / 162.60 AC, M. OR L.

AND

THAT PORT OF THE FOL LYING WITHIN THE SEWER / FIRE DIST: A PCL OF LAND LOC IN SECS 30 & 31, T5N, R2E, SLB&M, MORE PART DESC AS FOLS: BEG AT A PT WH IS 530.67 FT W & 2375.05 FT S FRM THE CTR OF SEC 30, T5N, R2E, SLB&M, (B.B. BEING S 88*42'14"

E 1341.72 FT BET THE CTR OF SEC & THE CE 1/16 COR OF SD SEC 30) & RUN TH S 87*59'04" E 572.28 FT; TH S 49*43'55" E 474.61 FT; TH S 26*12'11" W 61.51 FT; TH S 28*26'21" W 55.53 FT; TH S 28*00'56" W 47.63 FT; TH S 21*01'56" W 41.45 FT; TH S 14*52'12" W 50.66 FT; TH S 07*17'41" E 67.98 FT; TH S 20*10'14" E 38.63 FT; TH S 34*22'48" E 51.63 FT; TH S 43*33'40" E 52.30 FT; TH S 51*04'53" E 53.84 FT; TH S 56*25'14" E 67.44 FT; TH S 49*39'49" E 62.55 FT; TH S 47*25'45" E 114.21 FT; TH S 29*09'17" W 825.68 FT; TH N 75*09'01" W 281.51 FT; TH N 75*07'45" W 226.69 FT; TH N 01*26'00" W 327.40 FT; TH N 09*35'00" W 164.51 FT; TH N 80*00'13" E 23.26 FT; TH N 01*25'56" W 409.30 FT; TH S 80*22'41" W 170.01 FT; TH N 05*33'22" W 653.21 FT TO THE POB. CONT 1,179,551 SQ FT = 27.079 AC, M. OR L. LESS THAT PORT LYING WITHIN THE FIRE DISTRICT (0.058 AC, M. OR L. **SEE 02-005-133-07-1 / 00-0084-5078**) LEAV 27.021 AC / 27.02 AC, M. OR L. LYING WITHIN THE SEWER / FIRE DIST;

TOGETHER WITH THE FOLLOWING (for informational purposes only, this description relates to land that was added to the Cottonwoods PUD Overlay District in 2026):

A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

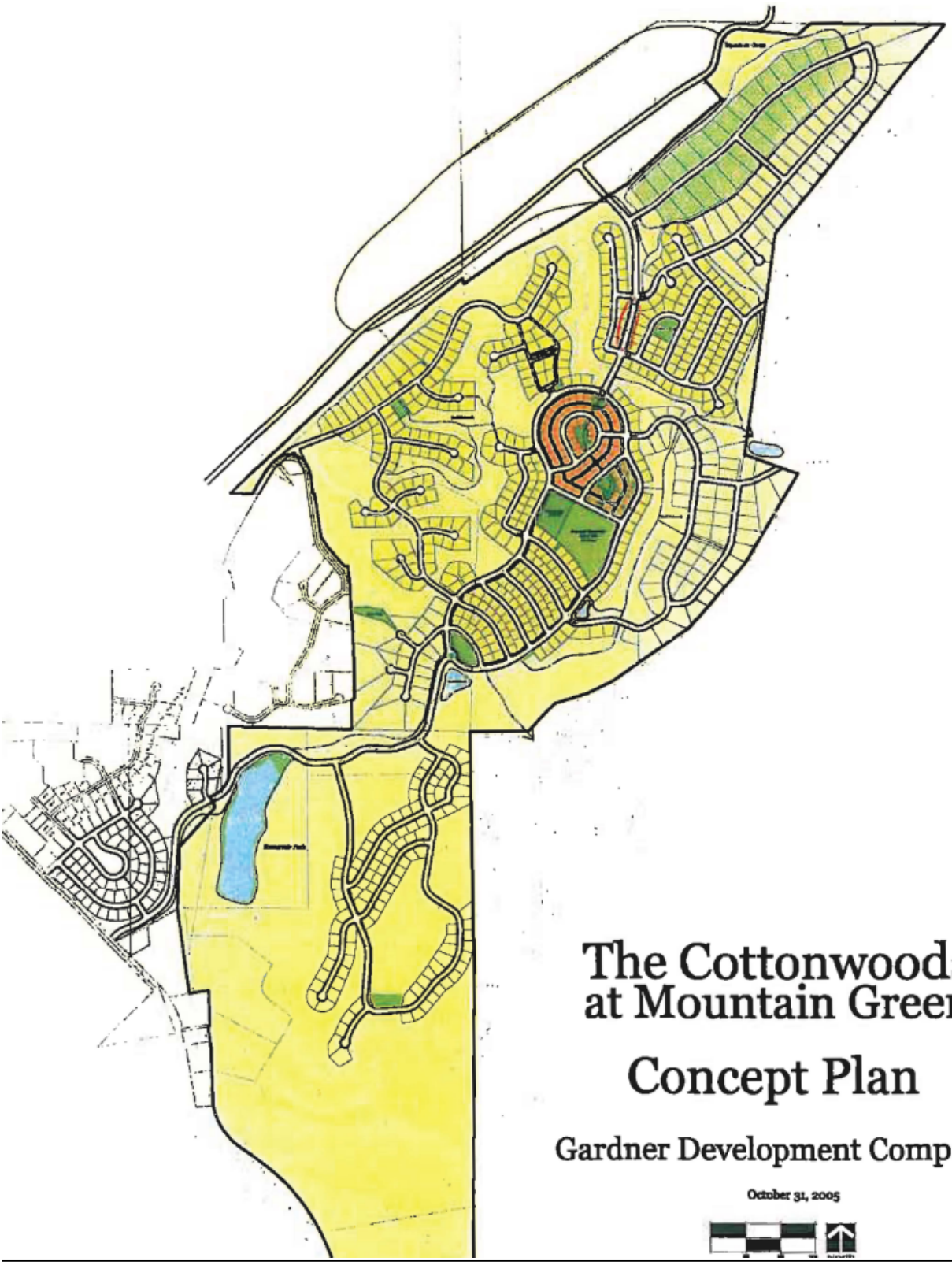
Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

Exhibit “B”

Amended Concept Plan

The concept plan for Phases 1-5, 7 and 8 is as follows;



The Cottonwoods at Mountain Green

Concept Plan

Gardner Development Company

October 31, 2005

The concept plan for Revised Phases 6 and 9 is as follows:

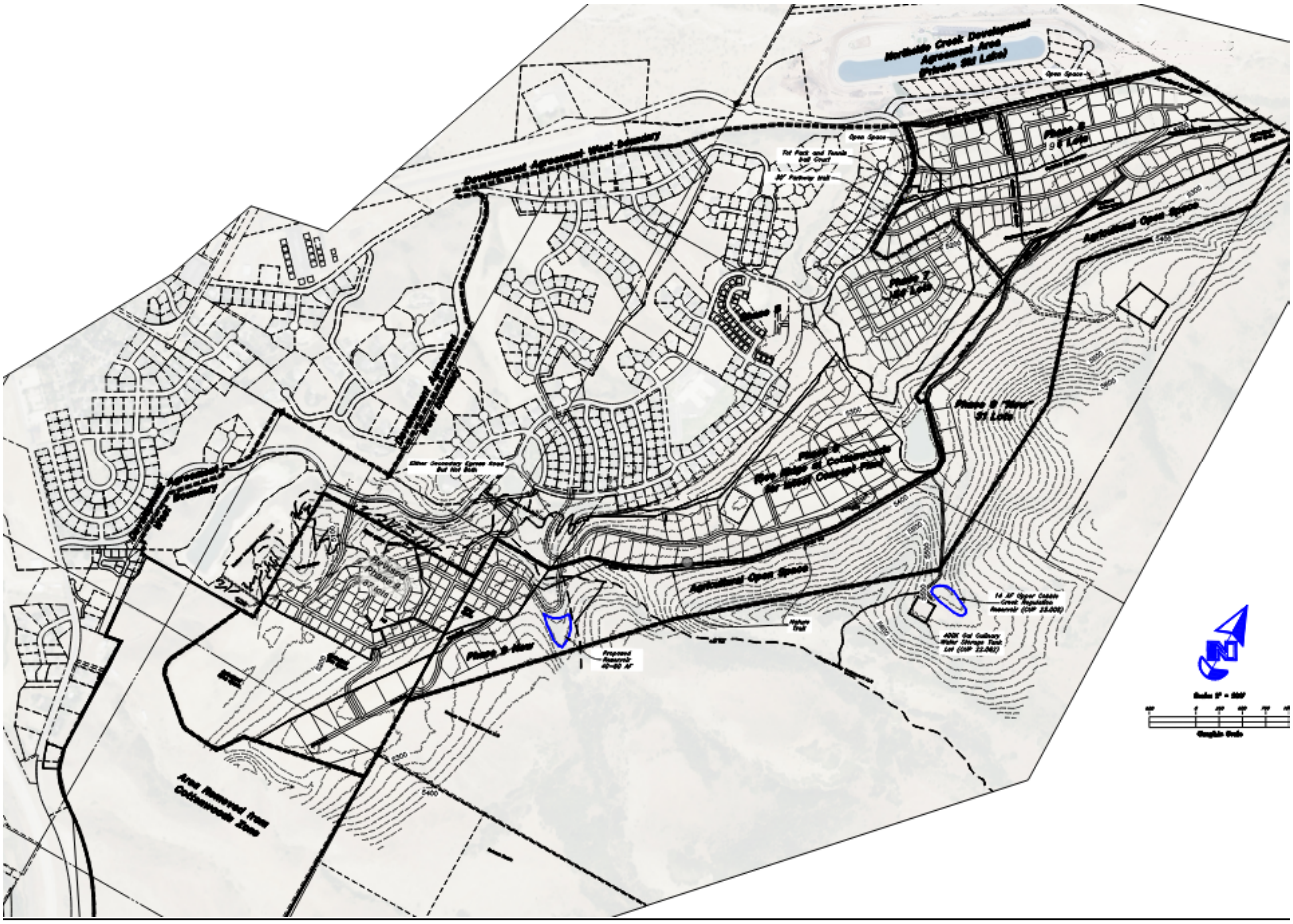
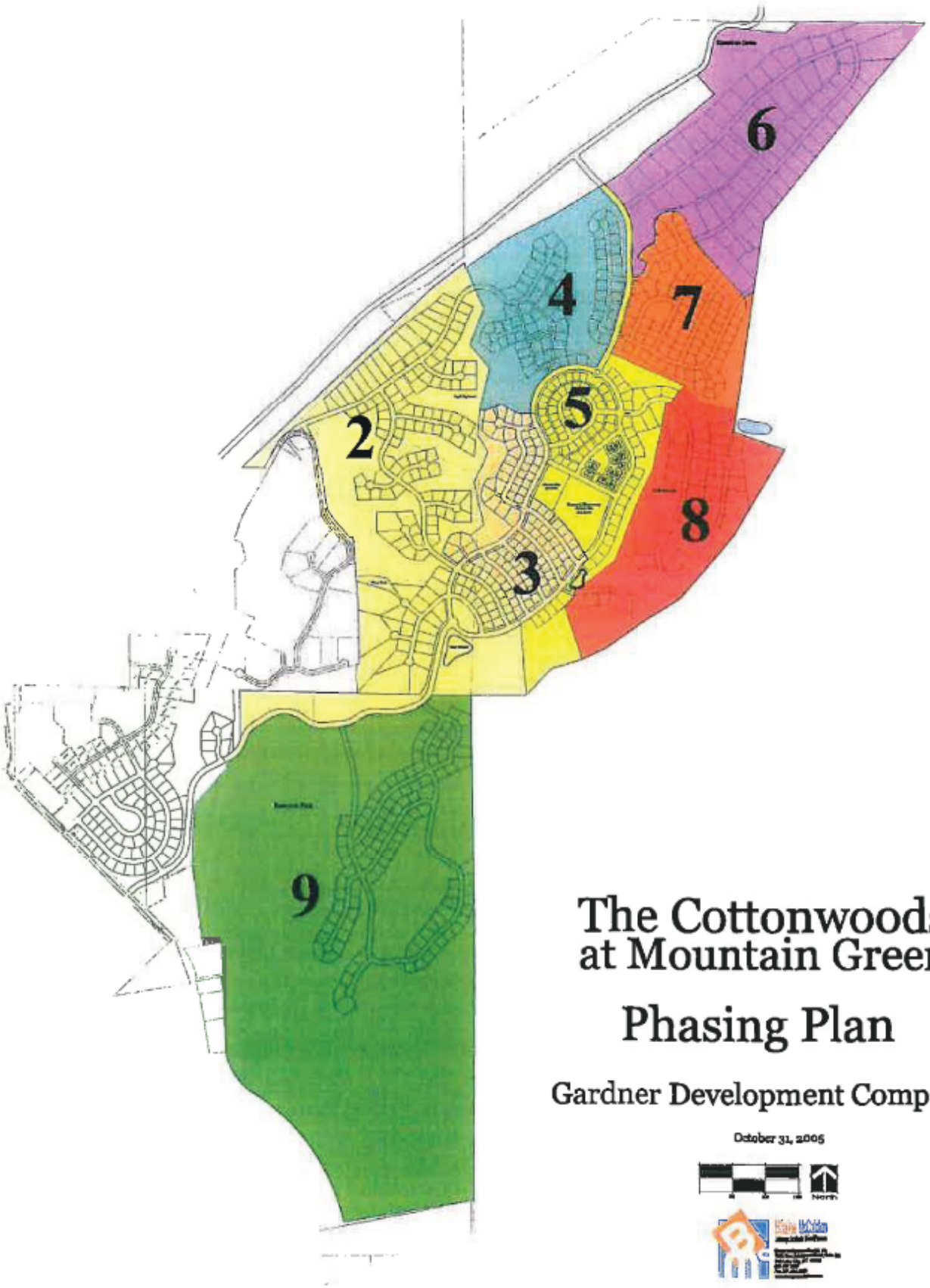

Agricultural Open Space
Agricultural Open Space
Area Reserved from Subdivision Plan
Phase 9 Villas
Phase 9 Villas
Phase 9 Villas

Exhibit “C”

Phasing Plan

The Phasing plan for Phases 1-5, 7 and 8 is as follows;



The Cottonwoods at Mountain Green

Phasing Plan

Gardner Development Company

October 31, 2005

North

The Phasing plan for Revised Phases 6 and 9 is as follows:

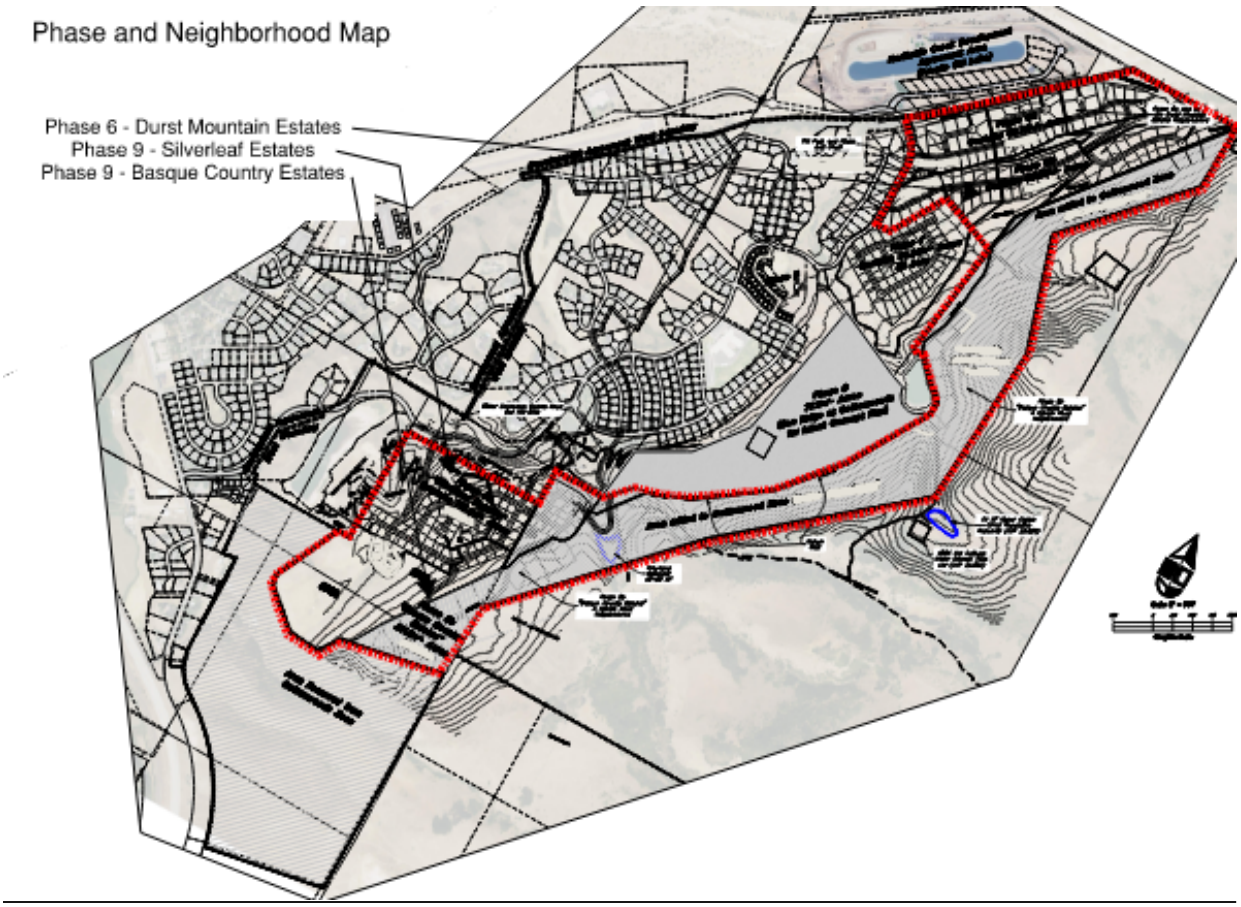
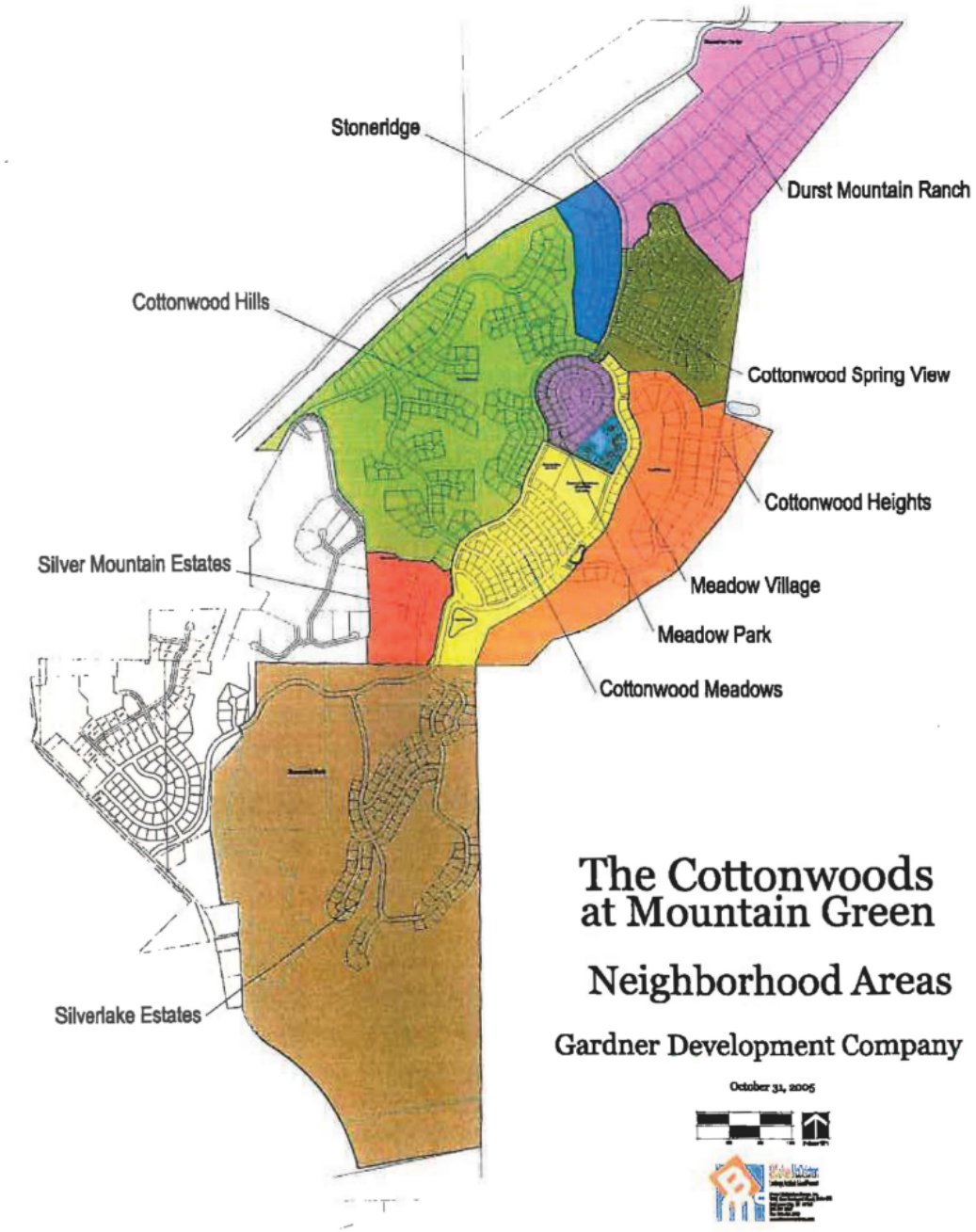


Exhibit "D"

Neighborhoods

The Neighborhood plan for Phases 1-5, 7 and 8 is as follows;



The Neighborhood plan for Revised Phases 6 and 9 is as follows:

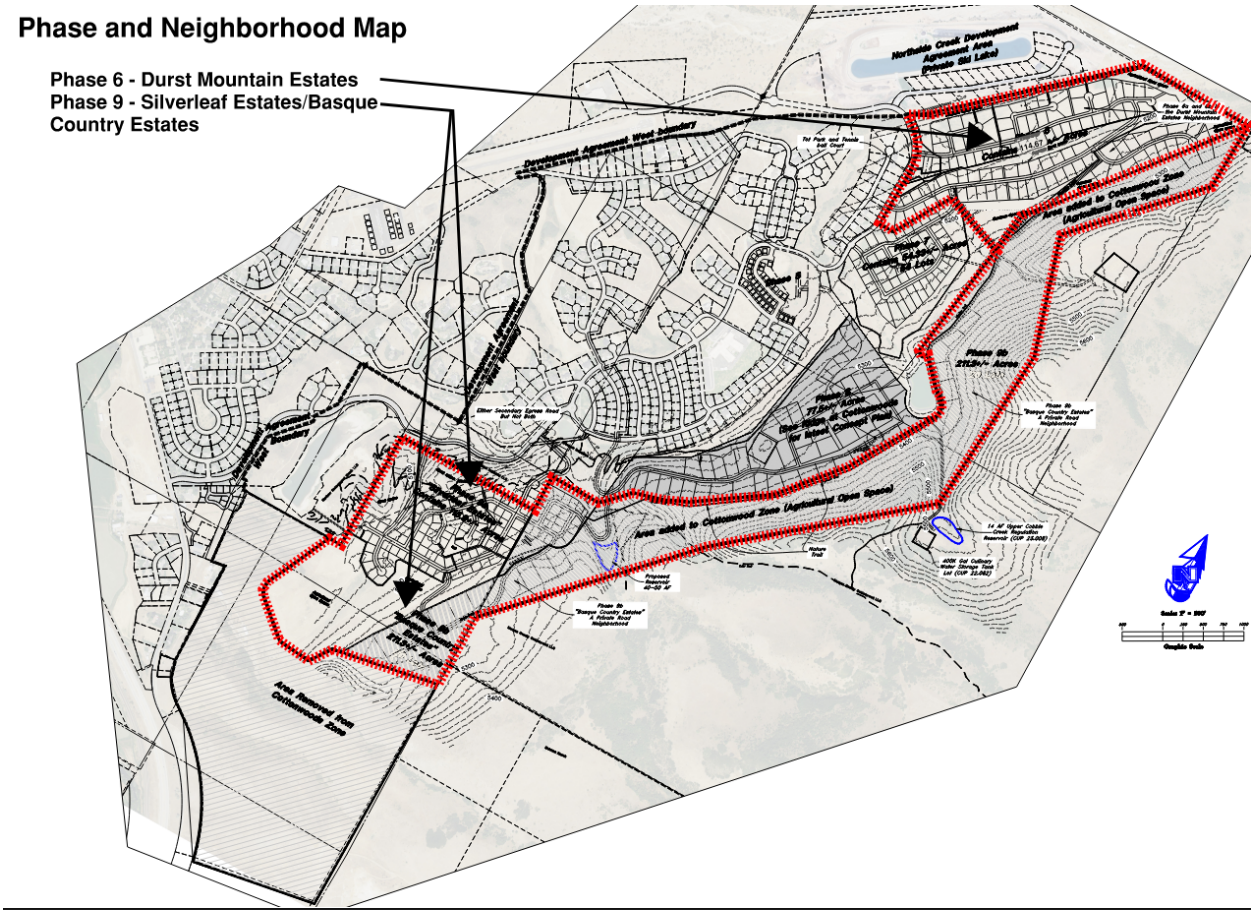
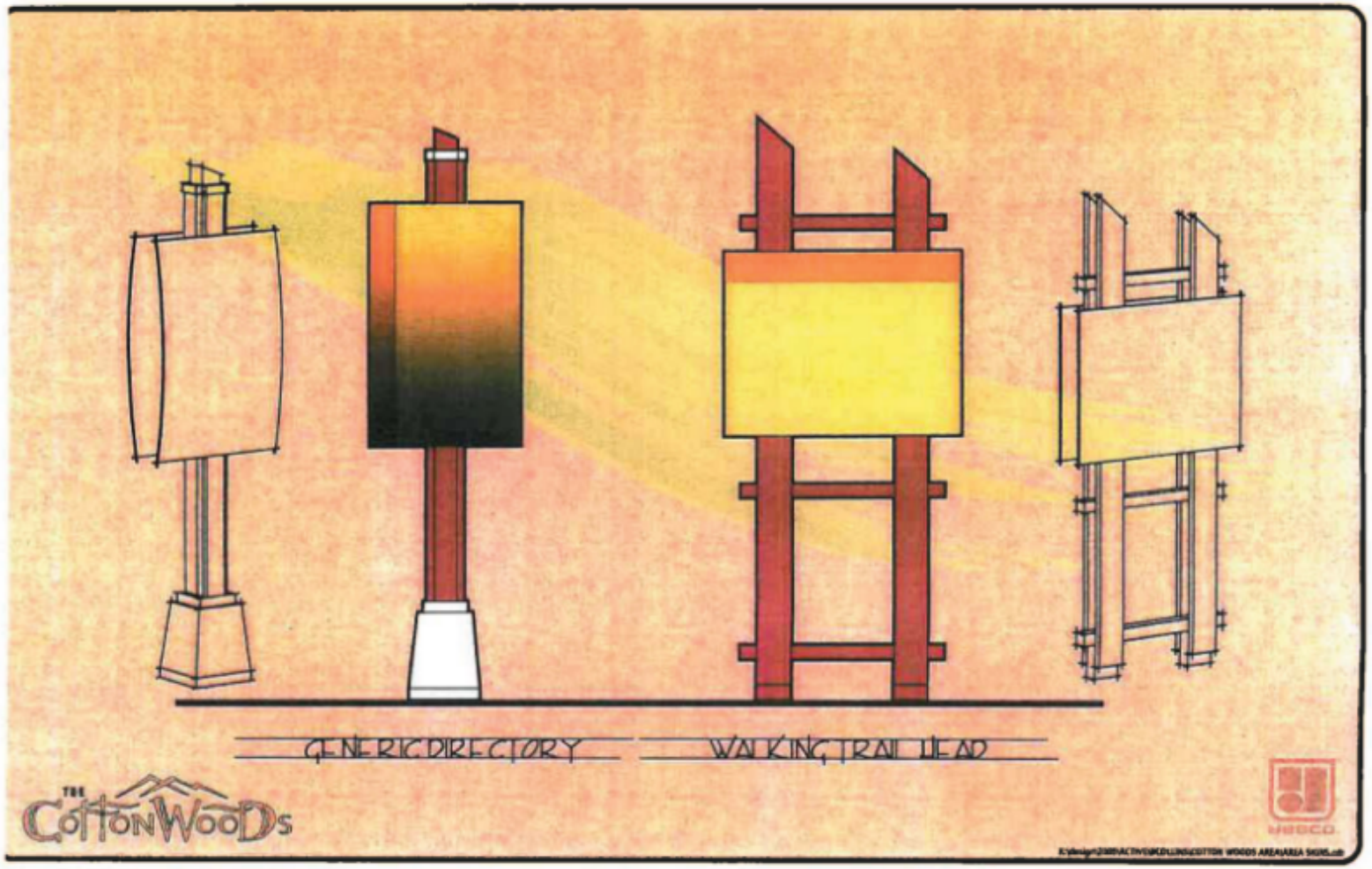
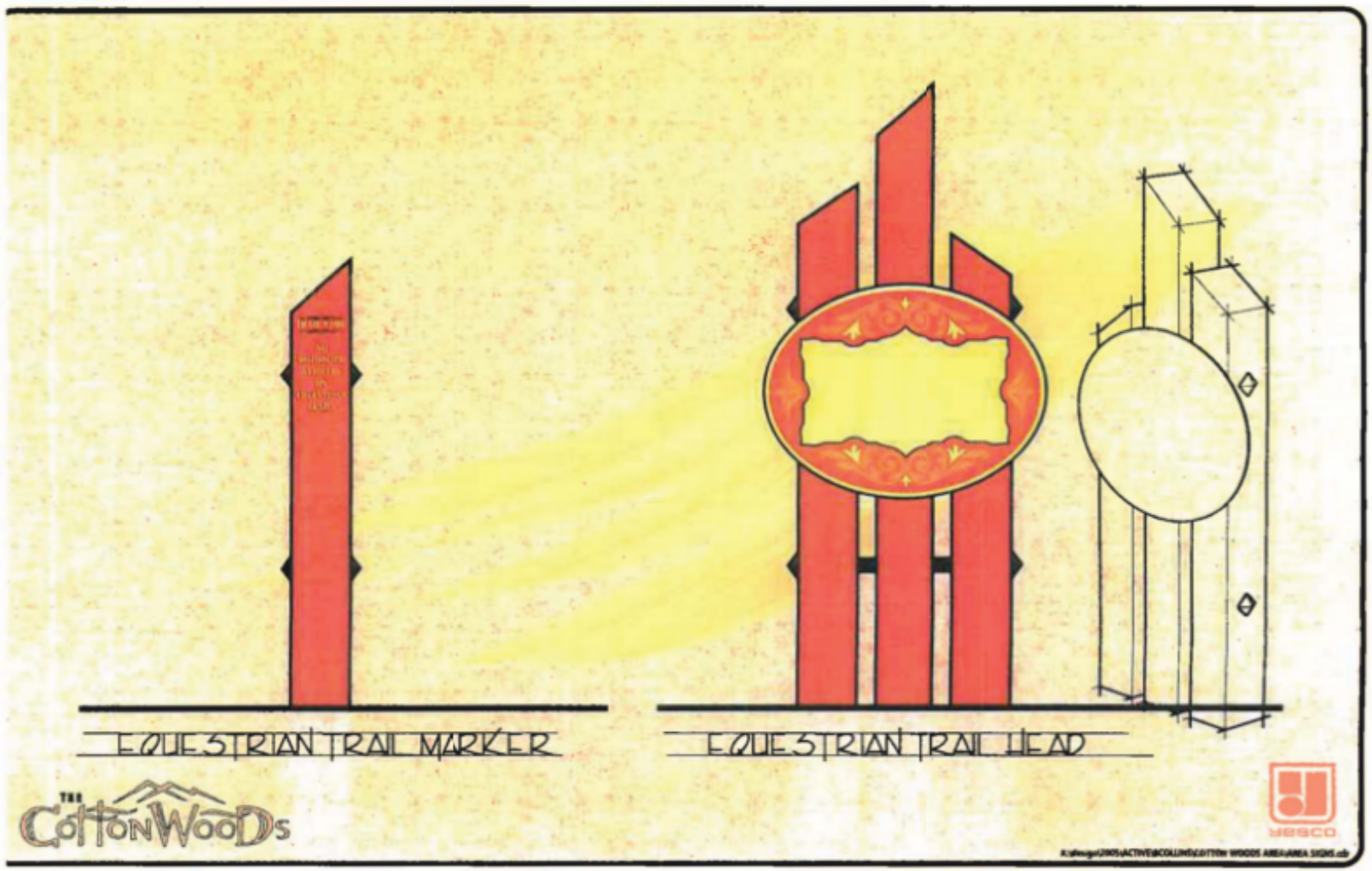
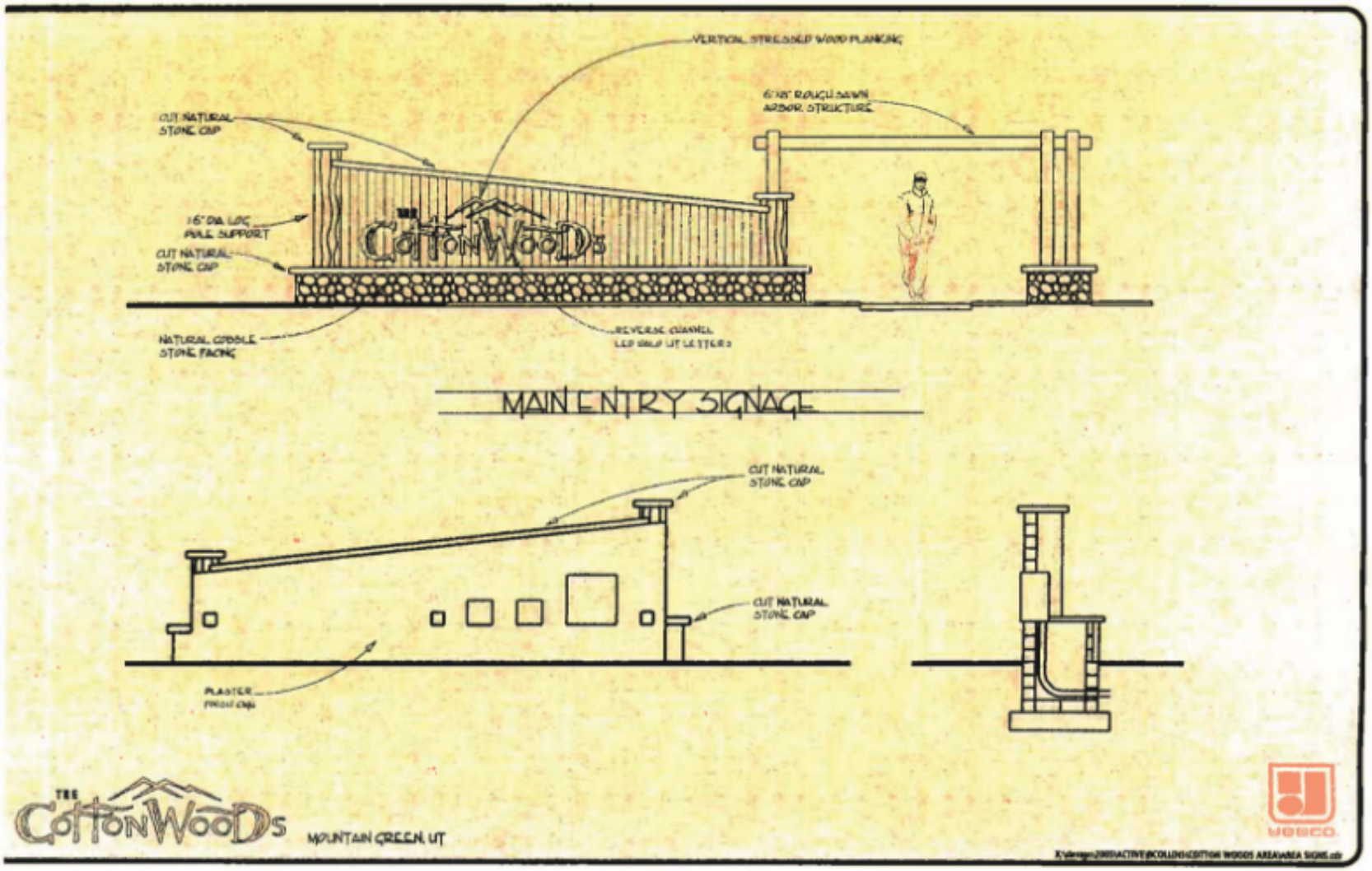


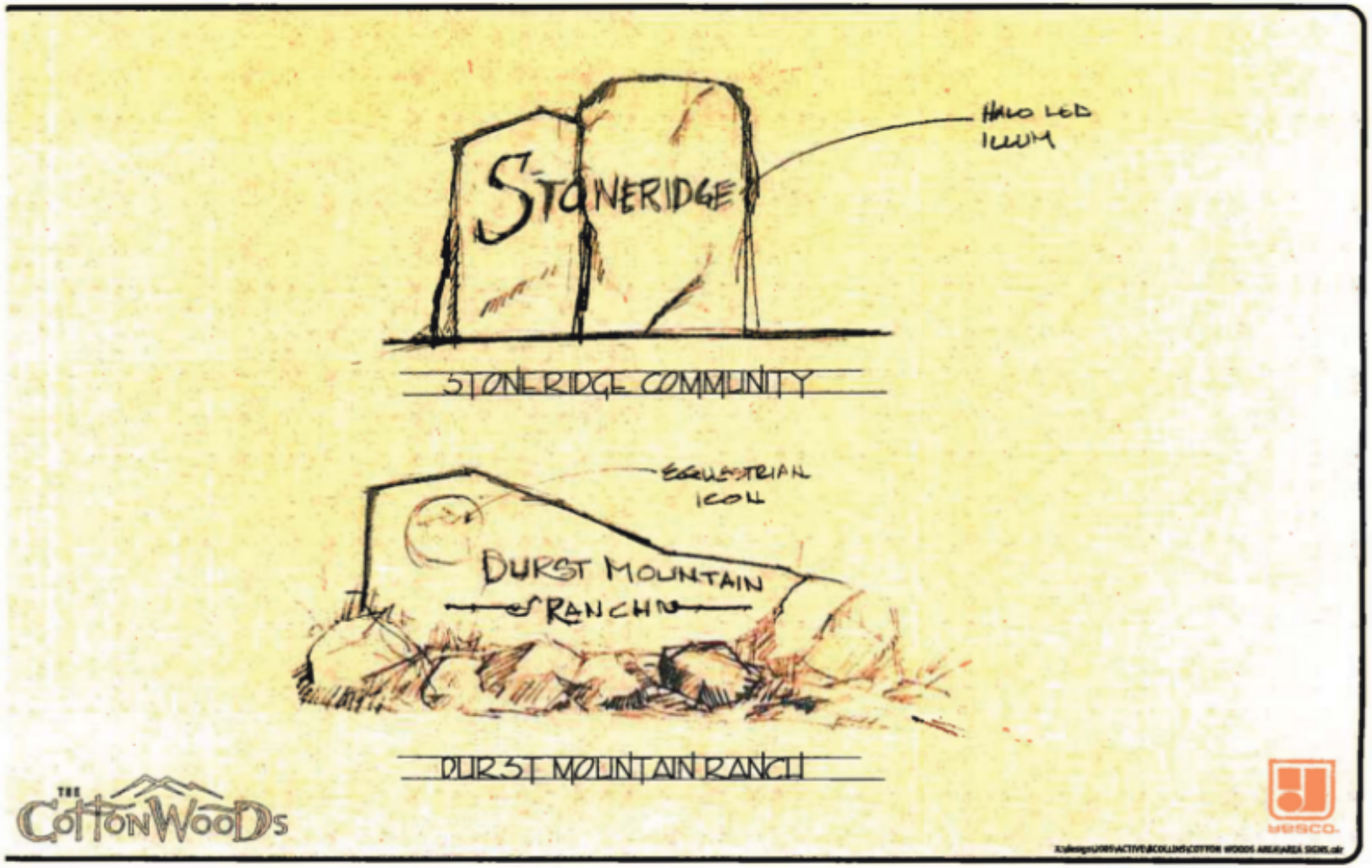
Exhibit “E”

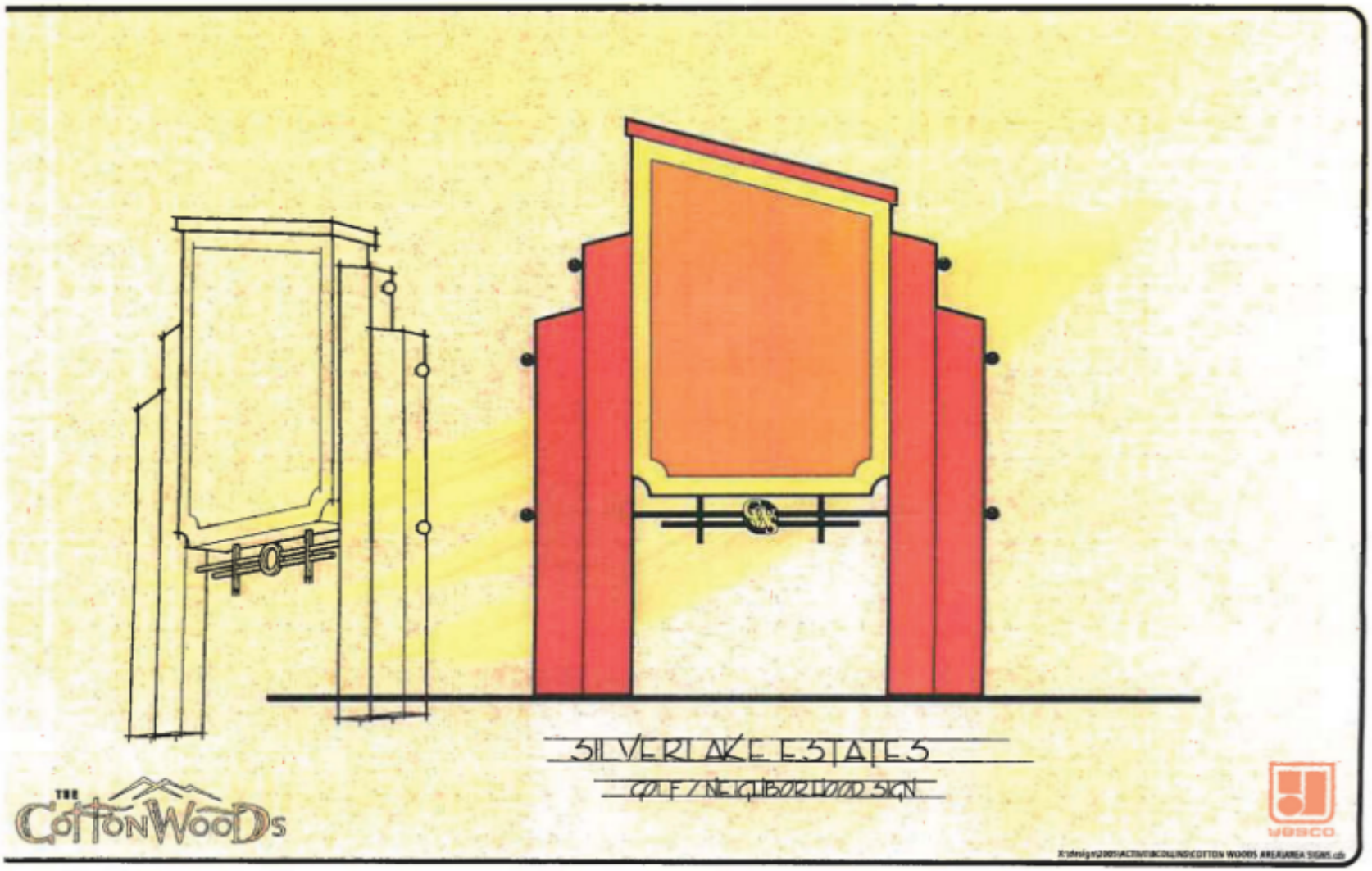
Sign Criteria


GENERIC DIRECTORY
WALKING TRAIL HEAD
THE COTTONWOODS


EQUESTRIAN TRAIL MARKER
EQUESTRIAN TRAIL HEAD
THE COTTONWOODS
YESCO


VERTICAL STRESSED WOOD PLANKING
CUT NATURAL STONE CAP
6"X8" ROUGH SAWN ARBOR STRUCTURE
16" DIA LOG WALL SUPPORT
CUT NATURAL STONE CAP
NATURAL COBBLE STONE FACING
REVERSE CHANNEL LED HALO LIT LETTERS
THE COTTONWOODS
MAIN ENTRY SIGNAGE
CUT NATURAL STONE CAP
CUT NATURAL STONE CAP
PLASTER
THE COTTONWOODS
MOUNTAIN GREEN, UT
veeco


STONERIDGE
HALO LED ILLUM
STONERIDGE COMMUNITY
EQUESTRIAN ICON
DURST MOUNTAIN RANCH
DURST MOUNTAIN RANCH
THE COTTONWOODS
VESCO.


SILVERLAKE ESTATES
GOLF / NEIGHBORHOOD SIGN
THE COTTONWOODS
vasco

Development Standards Table - Ordinance CO-06-16

Cottonwood PUD District Building	Phase 6 Durst Mountain Estates	Phase 9 Silverleaf Estates	Phase 9 Basque Country Estates (private road)
Garage Size	3 Car minimum	**2 car minimum**	**3 Car minimum**
Height Restrictions:			
Non-Sensitive	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade
Sensitive upslope	n/a	n/a	n/a
Sensitive Down Slope	n/a	n/a	n/a
Lot Restrictions			
Minimum House Size			
Single Story	2300 square feet	**2000 square feet**	**2500 square feet**
2-story: main/upstairs	1800 square feet/700 square feet	**2000 square feet/600 square feet**	2000 square feet/1000 square feet
Park Strip Width	***5 feet***	5 feet	***None***
Setbacks :			
Front	***20 feet***	***15 feet***	30 feet
Back	***20 feet***	20 feet	30 feet
Side	***10 feet***	***10 feet***	20 feet
Corner	***20 feet***	**25 feet**	30 feet
Garage	35 feet or 5 feet from the front of the house unless side loaded	***20 feet or 5 feet from front of house, unless side-loaded***	35 feet or 5 feet from front of house unless side-loaded
Sidewalk width	***5 feet***	***5 feet***	***None***

CHANGES FROM ORIGINAL DEVELOPMENT AGREEMENT/ORDINANCE ARE IN BOLD.

Cottonwoods PUD District Building Requirements	Phase 2 Silver Mountain Estates	Phase 2, 3, 4 Cottonwood Hills	Phase 2, 3, 5 Cottonwood Meadows	Phase 5 Meadow Village
Setbacks				
Front	15'	20'	12'	15'
Side	10'	10'	10'	20'
Corner	20'	20'	20'	25'
Back	20'	20'	20'	20'
Garage	20'or 5' from front of house, unless side loaded	25'or 5' from front of house, unless side loaded	17'or 5' from front of house, unless side loaded	Motor Court
Park Strip Width	None	8'	5'	5'

Ent 104109 Bk 0234 Pg 0449

Sidewalk Width	5'	4'	4'	4'
Minimum House Size				
Single Story	2300sf	1800sf	1500sf	n/a
2 Story Main/Upstairs	2000sf/500sf	1400sf/600sf	1200sf/500sf	n/a
Garage Size	3 car min	2 car min	2 car min	2 car min
Height Restrictions				
Non Sensitive	35' from lowest finished grade	35' from lowest finished grade	35' from lowest finished grade	35' from lowest finished grade
Sensitive Upslope	30' & two stories	n/a	n/a	30' and two stories
Sensitive Downslope	30' & two stories	n/a	n/a	30' and two stories
Lot Restrictions			Lots 23-29 of Phase II Plat limited to single story	

Cottonwoods PUD District Building Requirements	**Phase 5 Meadow Park**	**Phase 4 Stoneridge**	**Phase 6 Durst Mountain Ranch**
Setbacks			
Front	10	17"	30'
Side	10	10'	20'
Corner	20	20'	30'
Back	15	20'	50'
Garage	9' Rear alley	17' or 5' from the front of house unless side loaded	35' or 5' from front of house unless side loaded
Park Strip Width	5'	None	None
Sidewalk Width	4'	5'	None
Minimum House Size			
Single Story	1500sf	3500sf	2300sf
2 Story Main/Upstairs	1200sf/500sf	2500sf/1000sf	1800sf/700sf
Garage Size	2 car min		3 car garage
Height Restrictions			
Non Sensitive	35' from lowest finished grade	35' from lowest finished grade	35' from lowest finished grade
Sensitive Upslope	n/a	n/a	n/a
Sensitive Downslope	n/a	n/a	n/a
Lot Restrictions			

Cottonwoods PUD District Building Requirements	**Phase 7 Cottonwood Spring View**	**Phase 5, 8 Cottonwood Heights**	**Phase 9 Silverlake Estates**
Setbacks			
Front	20'	30'	30'
Side	10'	20'	20'
Corner	20'	30'	30'
Back	20'	30'	30'
Garage	25'or 5' from front of house unless side loaded	35' or 5' from front of house unless side loaded	35' or 5' from front of house unless side loaded
Park Strip Width	8'	8'	5'
Sidewalk Width	4'	4'	4'
Minimum House Size			
Single Story	1800sf	2300sf	2300sf
2 Story Main/Upstairs	1500sf/600sf	2000sf/500sf	2300sf/1000sf
Garage Size	2 car min	3 Car min	
Height Restrictions			
Non Sensitive	35' from lowest finished grade	35' from lowest finished grade	35' from lowest finished grade
Sensitive Upslope	n/a	n/a	n/a
Sensitive Downslope	n/a	n/a	n/a
Lot Restrictions			

SUPPLEMENT AND AMENDMENT TO COTTONWOOD OVERLAY REPORT

WHEREAS, on or about November 15, 2005, Gardner Cottonwood Creek, L.C. ("Original Developer") caused to be prepared and submitted to the County a PUD Overlay Report (the "Original Report") relating to the Cottonwoods at Mountain Green master planned community (the "Project").

WHEREAS, on August 9, 2006, Original Developer and the County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 9, 2006 (the "Original Development Agreement"), which Original Development Agreement was recorded in the official records of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323, as previously amended by (i) Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated April 1, 2008 ("First Amendment"), which First Amendment was recorded in the official records of the Morgan County Recorder on June 20, 2008, as Entry No. 112560 in Book 265 at Page 762; and (ii) Second Amendment to Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah dated August 6, 2013 ("Second Amendment"), which Second Amendment was recorded in the official records of the Morgan County Recorder on August 27, 2013, as Entry No. 130225 in Book 308 at Page 645.

WHEREAS, contemporaneous with this Supplement and Amendment to Cottonwood Overlay Report (this "Supplement"), various owners of portions of land within the Project boundaries (as modified herein and in the Third Amendment) have submitted a proposed Third Amendment to Development Agreement (the "Third Amendment");

WHEREAS, the Third Amendment relates only to the development of the "Revised Phase 6 Property" and the "Revised Phase 9 Property" as defined in the Third Amendment, and is hereby adopted by the owners of the Revised Phase 6 Property and the Revised Phase 9 Property as identified below. Except as expressly modified by this Supplement with respect to the Revised Phase 6 Property and Revised Phase 9 Property, the Original Report remains unchanged and in full force and effect.

SUPPLEMENTAL AND AMENDED TERMS

0.1 Owners List for the Revised Phase 6 Property and the Revised Phase 9 Property:

01.1 Section 01.1 is modified solely with respect to the Revised Phase 6 Property and the Revised Phase 9 Property with the following list of owners:

Morgan County Cottonwood LLC
Contact: Heidi Nettleton
704 E 600 S
Kaysville, UT 84037
(owner of the "Phase 9-MCC Property")

Mountain Green Investments LLC
Contact: Ted Taylor
5827 N Sage Crest Rd.
Morgan, UT 84050
(owner of the "Phase 9-MGI Property")

Turkey Flats LLC
Contact: Eric Plyer
PO Box 3061
Ogden, UT, 84409

Max and Shauna Wilkinson Family Trust (Max Wilkinson Trustee)
Contact: Max Wilkinson
2751 W Highway 101
Wellsville, UT 84339

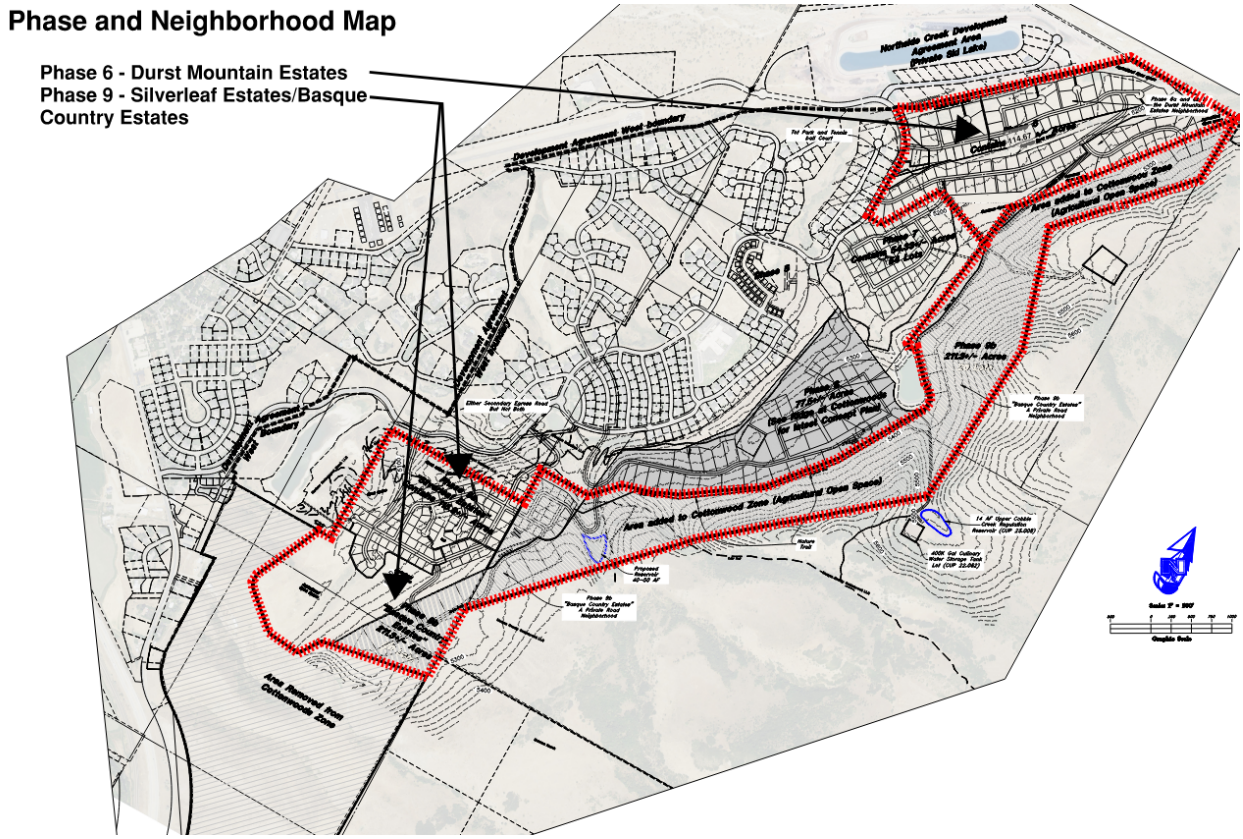
(collectively, owners of the Revised Phase 6 Property)

0.1.2 Developer for Revised Phase 6 Property and the Revised Phase 9 Property

Developer information will be provided in connection with the applicable preliminary plat for distinct areas of the Revised Phase 6 Property and the Revised Phase 9 Property.

0.2 & 0.3 Local Vicinity and Project Maps

Sections 0.2 and 0.3 of the Original Report are supplemented solely with respect to the Revised Phase 6 Property and Revised Phase 9 Property as follows: The perimeter boundaries for the Revised Phase 6 Property and the Revised Phase 9 Property are together depicted as follows:

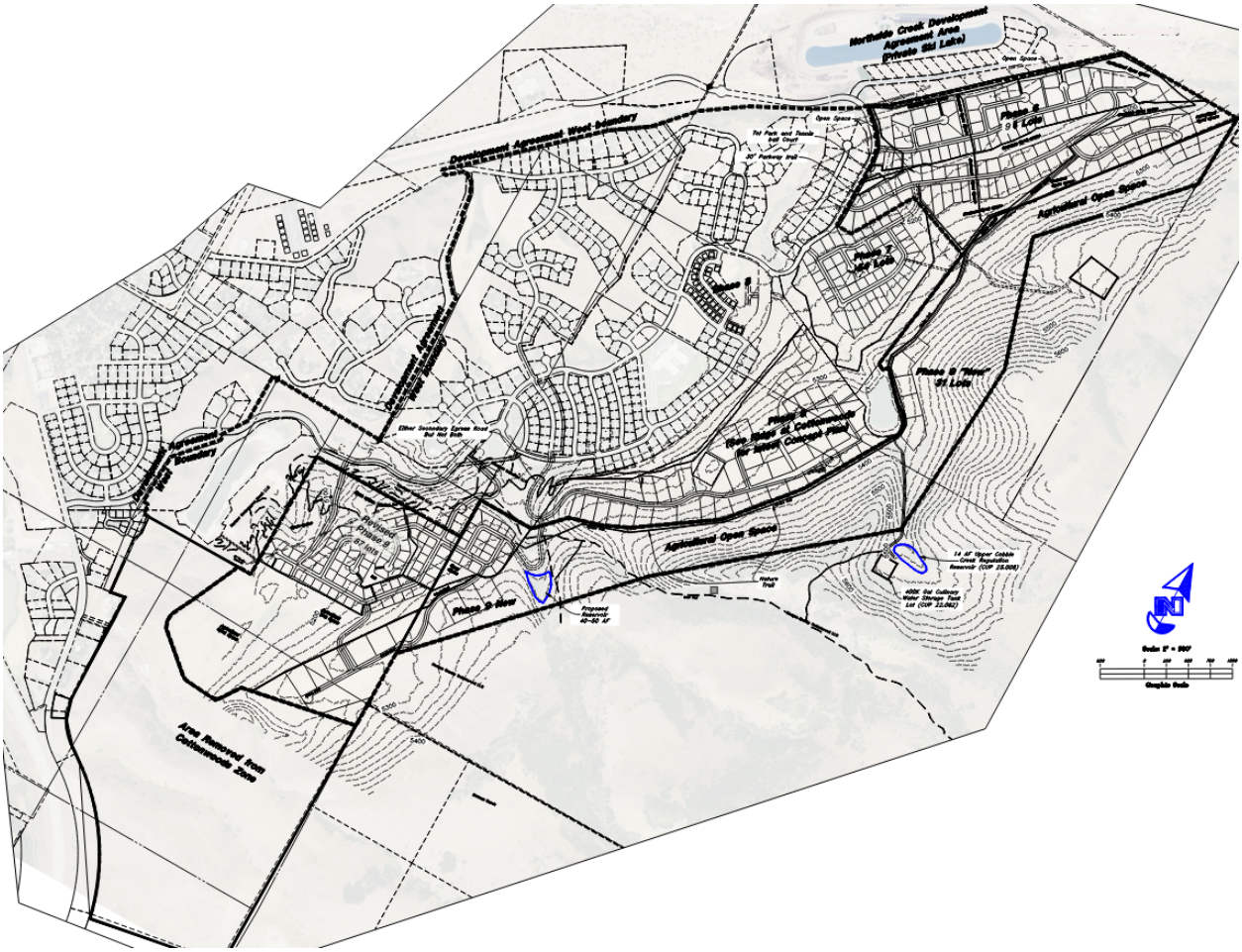


0.4 Land Use, Phasing, and Neighborhood Maps

The concept plan for the Revised Phase 6 includes east-west view corridors intended to preserve views east and west and generally break up the neighborhood. The final location and design of these corridors maybe refined during the plat approval process, provided that the approved plat preserves substantially equivalent view corridors and their intended function.

0.4.1, 0.4.2, and 0.4.3

The following is an updated concept plan that portrays the ultimate development of the property into streets, lots, open spaces and parks and generally creates future neighborhood development areas, within the Revised Phase 6 Property and the Revised Phase 9 Property:



0.5. Legal Description

The "Revised Phase 6 Property" is legally described as:

Parcel #00-0086-3046

Serial #03-005-108-14-2-1

Owner: Turkey Flats LLC

Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0*37'47" E, 1337.18 FT N 88*42'00" W, & 1342.03 FT N 88*42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00*12'38" W ALG THE SEC LN; & 2,027.94 FT N 89*47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; TH (8) COUR ALG SD E R. OF W LN AS FOLS: (1) N 00*04'56" E 231.70 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 89*55'02" W; (2) N'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 163.06 FT (CTRL ANG = 17*31'42", & L.C. BEARS N 08*40'53" W 162.42 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 72*32'57" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85*33'42", & L.C. BEARS N 25*19'48" E 20.38 FT); (4) N 21*53'38" W 55.00 FT TO A PT OF NON-TNGT

CURV OF WH THE RAD PT LIES N 21*53'56" W; (5) W'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 22.40 FT (CTRL ANG = 85*33'42", & L.C. BEARS N 69*07'05" W 20.38 FT) TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES S 63*39'29" W; (6) NW'LY ALG THE ARC OF A 533.00 FT RAD CUR TO THE L A DIST OF 191.59 FT (CTRL ANG = 20*35'43", & L.C. BEARS N 36*38'23" W 190.56 FT); (7) N 46*56'14" W 172.48 FT TO A PT OF CURV; & (8) NW'LY ALG THE ARC OF A 333.00 FT RAD CUR TO THE L A DIST OF 89.01 FT (CTRL ANG = 15*18'54", & L.C. BEARS N 54*35'41" W 88.75 FT) TO THE S LN OF NORTHSIDE CREEK P.U.D.; TH (4) COUR ALG SD S LN AS FOLS: (1) N 59*15'41" E 260.77 FT; (2) N 47*08'47" E 1,225.38 FT; (3) N 48*58'41" E 955.10 FT; & (4) N 47*35'40" E 520.37 FT TO THE SEC LN; TH S 89*41'41" E 1101.76 FT; TH S 58*40'56" W 590.40 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) S 66*33'58" W 106.83 FT; (2) S 47*25'31" W 551.04 FT; (3) S 46*22'15" W 727.21 FT; (4) S 24*14'33" W 69.49 FT; (5) S 34*18'01" W 136.23 FT; (6) S 40*39'25" W 227.03 FT; (7) S 32*38'31" W 121.74 FT; (8) S 48*04'14" W 69.61 FT; (9) S 50*05'47" W 194.88 FT; (10) S 45*04'00" W 282.73 FT; (11) S 47*17'54" W 186.50 FT; & (12) S 72*50'04" W 44.50 FT; TH S 44*06'07" W 757.95 FT TO THE POB. CONT 52.761 AC / 52.76 AC, M. OR L.

And

Parcel#00-0086-2622
Serial#03-005-108-14-1
Owner: Max & Shauna Wilkinson Family Trust (Max Wilkinson Trustee)
Legal Description: COM AT THE SW COR OF SEC 20, T5N, R2E, SLB&M, AS MARKED WITH A REBAR WITH A PLASTIC CAP STAMPED L.S. 144078 (CTR OF SEC 30 IS 2694.03 FT S 0*37'47" E, 1337.18 FT N 88*42'00" W, & 1342.03 FT N 88*42'14" W FRM THE SW COR OF SD SEC 20); TH 2,542.10 FT N 00*12'38" W ALG THE SEC LN; & 2,027.94 FT N 89*47'22" E TO THE E R. OF W LN OF SILVER LEAF DRIVE THE T.POB; & RUN TH N 44*06'07" E 757.95 FT M. OR L TO THE NW'LY TOE OF A HILLSIDE; TH TWELVE (12) COUR ALG SD TOE OF HILLSIDE AS FOLS: (1) N 72*50'04" E 44.50 FT; (2) N 47*17'54" E 186.50 FT; (3) N 45*04'00" E 282.73 FT; (4) N 50*05'47" E 194.88 FT; (5) N 48*04'14" E 69.61 FT; (6) N 32*38'31" E 121.74 FT; (7) N 40*39'25" E 227.03 FT; (8) N 34*18'01" E 136.23 FT; (9) N 24*14'33" E 69.49 FT; (10) N 46*22'15" E 727.21 FT; (11) N 47*25'31" E 551.04 FT; & (12) N 66*33'58" E 106.83 FT; TH N 58*40'56" E 590.40 FT TO THE SEC LN; TH S 89*41'41" E 397.95 FT ALG THE SEC LN TO THE NE COR OF SD SEC 20 AS MARKED WITH A REBAR & PLASTIC CAP STAMPED L.S. 147581; TH S 38*43'29" W 3,015.59 FT; TH S 08*00'06" W 526.99 FT; TH N 69*32'55" W 848.66 FT; TH S 30*36'37" W 819.76 FT; TH W 191.00 FT TO THE E R. OF W LN OF SILVER LEAF DRIVE BEING A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 83*26'58" W; TH SIX (6) COURS ALG SD E R. OF W LN AS FOLS: (1) N'LY ALG THE ARC OF A 433.00 FT RAD CUR TO THE L A DIST OF 48.88 FT (CTRL ANG = 06*28'04", & L.C. BEARS N 03*19'00" E 48.85 FT); (2) N 00*04'59" E 154.45 FT TO A PT

OF NON-TNGT CURV OF WH THE RAD PT LIES S 89*54'48" E; (3) NE'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 45*04'59" E 21.21 FT); (4) N 00*04'59" E 55.00 FT TO A PT OF NON-TNGT CURV OF WH THE RAD PT LIES N 00*05'12" E; (5) NW'LY ALG THE ARC OF A 15.00 FT RAD CUR TO THE RGT A DIST OF 23.56 FT (CTRL ANG = 89*59'33", & L.C. BEARS N 44*55'01" W 21.21 FT); & (6) N 00*04'59" E 267.70 FT TO THE POB. CONT 61.9123 AC / 61.91 AC, M. OR L.

The "Revised Phase 9 Property" is legally described as:

Phase 9-MGI Property
Parcel #00-0089-5714
Serial #03-005-120-01-1-1
Owner: Mountain Green Investments LLC
Legal Description: COM AT THE N1/4 COR OF SEC 31, T5N, R2E, SLB&M; TH 550.10 FT N 00*23'01" E ALG THE 1/4 SEC LN & 661.90 FT S 89*57'45" E TO THE POB; TH N 89*57'45" E 169.95 FT; TH N 1,525.00 FT; TH N 89*41'34" E 1,862.06 FT M. OR L TO THE E LN OF SEC 30, T5N R2E, SLB&M; TH S 00*25'48" E 2,167.89 FT ALG THE SEC LN TO THE SE COR OF SD SEC 30; TH S 00*02'27" E 274.86 FT M. OR L ALG THE E SEC LN OF SD SEC 31 TO A FNC LN; TH THIRTEEN (13) COUR ALG SD FNC LN AS FOLS: (1) S 78*43'42" W 1,374.63 FT; (2) S 33*28'08" W 313.93 FT; (3) N 85*54'27" W 418.94 FT; (4) N 49*47'25" W 635.99 FT; (5) N 15*59'56" W 56.78 FT; (6) N 08*36'03" W 64.13 FT; (7) N 15*52'42" E 50.00 FT; (8) N 22*04'46" E 58.88 FT; (9) N 28*40'54" E 148.33 FT; (10) N 34*26'43" E 112.37 FT; (11) N 45*21'08" E 89.56 FT; (12) N 23*38'30" E 103.46 FT; (13) N 17*36'30" E 416.01 FT TO THE POB. CONT 126.1517 / 126.15 AC, M. OR L. (KNOWN AS PHASE 9 NORTH PARCEL)

And

Phase 9-MCC Property
Parcel # and Serial # - To be provided by Morgan County Recorder at time of recording. Currently part of parcels # 00-0065-7539, 00-0092-3775 and #00-0002-7282.
Owner: Morgan County Cottonwood LLC
Legal Description (provided by Great Basin Engineering):

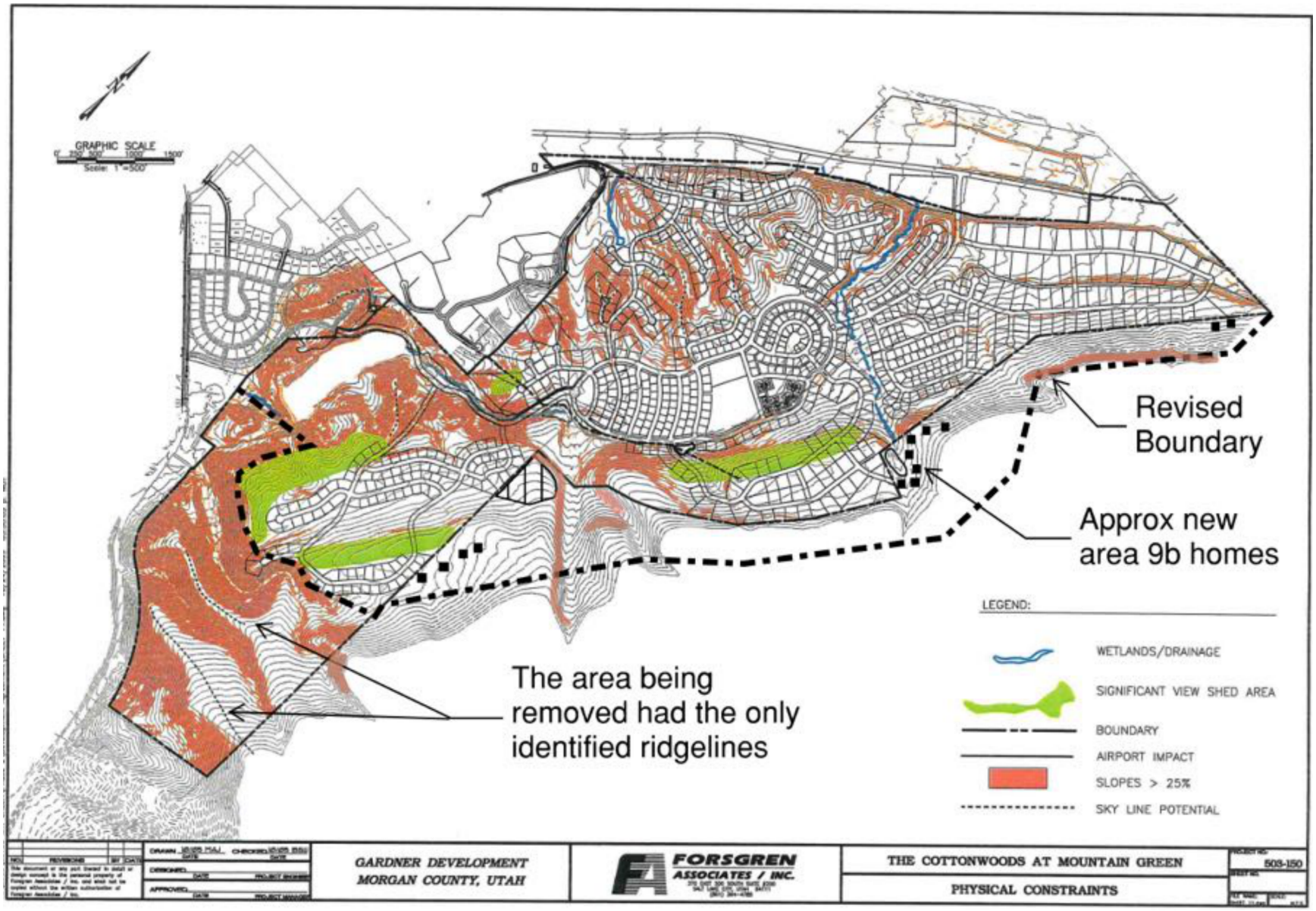
A part of Sections 20 and 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian,

Beginning at the Northeast corner of Section 20 and running thence S 1°34'42" West 869.34 feet; thence South 42°52'45" West 1959.69 feet; thence South 15°02'28" East 2403.33; thence South 13°18'06" West 1328.76 feet; thence South 50°04'31" West 2907.21 feet; thence South 43°40'48" West 2993.47 feet; thence North 0°25'51" West 1980.48 feet along the West section line of the Southwest quarter of section 29; thence North 89°48'37" East 662.07 feet; thence North 44°03'05" East 432.99 feet; thence North 73°16'19" East 389.19 feet; thence North 65°25'53" East 323.32 feet; thence North 55°27'22" East 917.25 feet; thence North 55°27'22" East 133.59 feet; thence North 39°58'02" East 969.95 feet; thence North 30°40'10" East 1174.93 feet; thence North 35°50'32" East 82.35 feet; thence North 0°41'26" West 115.51 feet; thence North 33°42'00" West 75.27 feet; thence North 42°31'16" West 67.97 feet; thence North 59°18'35" West 103.61 feet; thence North 43°18'24" West 430.27 feet; thence South 42°31'16" West 67.97 feet; thence North 62°32'04" West 80.58 feet; thence North 8°00'06" East 2079.33 feet; thence North 38°43'29" East 3015.59 feet to the point of beginning.

Containing 193.57 acres, more or less.

0.6. Site Characteristics Map

The following image shows a revised major site characteristics map, including wetlands, view shed areas, project boundaries, slopes, airport impacts, and skyline potential.


GRAPHIC SCALE
0 250' 500' 1000' 1500'
Scale: 1"=500'
Revised Boundary
Approx new area 9b homes
The area being removed had the only identified ridgelines
LEGEND:
WETLANDS/DRAINAGE
SIGNIFICANT VIEW SHED AREA
BOUNDARY
AIRPORT IMPACT
SLOPES > 25%
SKY LINE POTENTIAL
GARDNER DEVELOPMENT
MORGAN COUNTY, UTAH
FORSGREN ASSOCIATES / INC.
THE COTTONWOODS AT MOUNTAIN GREEN
PHYSICAL CONSTRAINTS
503-150

0.7 Density Calculation

The maximum number of dwelling units allowed in the Revised Phase 6 Property is 94. The maximum number of dwelling units allowed in the Revised Phase 9 Property is 118, consisting of 87 dwelling units within the Phase 9-MGI Property and 31 dwelling units within the Phase 9-MCC Property. These 212 dwelling units include all bonus units and are included within the project-wide maximum of 868 dwelling units, including the 70 dwelling units previously developed in Phase I. Property-specific unit allocations remain as provided in the Third Amendment. Both tables below are informational only and do not establish or modify unit limits or allocations; the Third Amendment controls over conflicting table entries.

Theoretical Bonus Density Comparison and Update

(From Section 7 - Original Overlay Report Page 30)

Criteria	Ordinance	Original Area		Amendment #3		Comments
Base dwelling units	Underlying Zone Right	Complies		Complies		After the county removed 189 acres from the DA Zone and replaced that land with 193 acres consisting of 23 acres already in the future land use map RR zone the total acreage is almost the same ~ 1036. **We will keep the baseline density at 467 for consistency**
40% Preserved open space	Required	Complies		Complies		Amendment #3 area has 60% open space
10% Usable open space	Required	Complies		Complies		
Preserves Sensitive areas in Open Space	Required	Complies		Complies		
Variable Bonus Points	**Range**	**% awarded**	**Bonus Lots**	**% awarded**	**Bonus Lots**	
Public Trail Provided (That Exceeds Requirements)	0-15%	10%	47	11.0%	51.4	We are more than doubling the prior trail commitment in Phase 6 and 9. + 1%
Extra Usable Open Space for Public Use	0-15%	10%	47	11.0%	51.4	We are providing an additional park in Phase 6. + 1%
Improving Open Space with public amenities	0-20%	10%	47	11.0%	51.4	We are providing a pickleball court and either a tennis court or another pickleball court where none were previously required. +1%
Private recreation amenities for exclusive use	0-5%	3%	14	0%	0.0	We are eliminating the exclusive private Golf Course and the Equestrian Center - 3%
Positive Fiscal Analysis	Required -10%	5%	23	5%	23.4	
Providing for affordable housing	0-20%	0%	0	0%	0.0	
Dedication and/or building of large civic site	0-20%	5%	23	5%	23.4	
Use of Environmental devices or enhancements	0-10%	8%	37	8%	37.4	
Design consistent with neighborhood	0-10%	4%	19	4%	18.7	
Mixture of housing types	0-10%	5%	23	5%	23.4	
Quality and Quantity of Landscaping	0-10%	9%	42	9%	42.0	
Superior cluster design	0-10%	6%	28	6%	28.0	
Superior architectural design	0-10%	4%	19	4%	18.7	
Superior streetscape design	0-10%	9%	42	9%	42.0	
Bonus Density Available (limited to 120% of base density)	560	411		411		
Base Density	467	467		467		
Total Dwelling Units Allowed but not to exceed	**1027**	**877.96**		**877.96**		**With the replacement amenities the Theoretical Maximum Lot count remains the same.**

Cottonwoods Development Agreement - Allocations

Undeveloped Parcels Subject to DA Amendment #3

Cottonwood Development Agreement Area	Owner Signatures on Amendment #3	Parcel Serial Numbers	Acres	Proposed Maximum Dwelling Units per Parcel	Comments
Phase 6	Turkey Flats LLC*	03-005-108-14-2-1 ***	52.76	46	There are 85 lots shown on page 17 of the 2005 Overlay report for both Phase 6 parcels
Phase 6 and portions of Phase 7	Max Wilkinson*	03-005-108-14-1 ***	61.91	48	
Phase 9	Mountain Green Investments LP*	00-0089-5714 ***	126.15	87	There are 96 lots shown on this parcel on Page 17 of the 2005 Overlay report
Phase 9 (new)	Morgan County Cottonwoods LLC*	Portions of parcels 00-0092-3775, 00-0002-7282 and 00-0065-7539	193.57	31	
		Subtotals	**434.39**	**212**	**.49 DU/Acre**

Remaining Undeveloped Parcels - Not subject to Amendment # 3

Cottonwood Development Agreement Area	Parcel Owner	Parcel Serial Numbers	Acres	Estimated Dwelling Units per Parcel	Comments
Phase 8	Ridge at the Cottonwoods LLC	03-005-108-11 ***	77.67	51	There are 55 lots shown in Phase 8 as counted on Page 17 of the original Overlay Report. There were no required parks in Phase 8 and minimal trails. 55 assumed that bonus density from amenities installed elsewhere could be applied to the Phase 8 parcel. ****
Phase 2	Wasatch Industrial	03-005-108-02**	11.85	0	Per the 2005 Overlay Report, this parcel is shown as native open space on "The Open Space Plan" (page 55) and "Wetlands" on the "Meadow Park Illustrative Concept Plan" (page 49).
Phase 2 and 9	Wasatch Industrial	03-005-122**	15.45	5	By superimposing this parcel onto Page 17 of the original Overlay Report there are 5 lots shown on the upper east corner with some partial lots. The rest of the property is identified as unbuildable slopes over 25% grade and open space. (See Physical Constraints page 22 and page 55 of the Overlay Report).****
Phase 9	Gardner Cottonwood Creek LLC	03-005-120-05	22.1	0	See Ordinance CO-6-16 section, 16-19-040 Conditional Uses, #2. "Cabins consisting of twelve (12) or less cabins and one (1) lodge, which may be rented or leased as lodging, upon satisfaction of the following conditions:" ***Non owner occupied cabins where never included in the 868 count which included the golf course.*** Changing these to full time residences will require an Amendment to the DA and Ordinance.
		Subtotals	**127.07**	**56**	**.44 DU/Acre**

Areas Recorded or with Preliminary Approved Plats as of 6/1/26.

Cottonwood Development Agreement Area	Parcel Owner	Parcel Serial Numbers	Acres	Dwelling Units	Comments
Phase 1 Rosehill	multiple	multiple	*****	70	Rosehill was recorded before the development agreement was finalized; it is included in the counts, but it is not included in the ~1035acre legal description
Phases 2,3,4,5,7	multiple	multiple	473.54	492	1.19 DU per acre
		Subtotals	**473.54**	**562**	**1.05 DU/Acre including 61 acres for Rosehill**
		Estimated Summary Total	**1035**	**830**	**Estimated final is ~ .80 DU/Acre**

Figures for properties outside this amendment are non binding planning estimates. The 212-unit allocation in DA amendment #3 applies only to the applicants properties. This table neither determines nor changes any other owner's development rights.

* Owner Signature agreeing to be officially added to the Development Agreement with the County.

** Note these parcels were purchased by the original developer and were encumbered by the 2005 DA. Subsequently they were resold.

*** These parcels were never purchased by the Original Developer

**** Page 17 of the original DA showed the concept plan with 868 which assumed the golf course. The 38 bonus lots awarded for the Golf Course were spread over the entire DA zone, not just Phase 9. Replacement amenities installed as part of DA #3 apply exclusively to DA#3 legal descriptions.

***** Rosehill Subdivision is approximately 61 acres

0.9 Covenants, Conditions & Restriction

The following table indicates the major components of the CC&Rs for the neighborhoods in the Revised Phase 6 Property and the Revised Phase 9 Property:

Development Standards Table - Ordinance CO-06-16

Cottonwood PUD District Building	Phase 6 Durst Mountain Estates	Phase 9 Silverleaf Estates	Phase 9 Basque Country Estates (private road)
Garage Size	3 Car minimum	**2 car minimum**	**3 Car minimum**
Height Restrictions:			
Non-Sensitive	35 feet from lowest finished grade	35 feet from lowest finished grade	35 feet from lowest finished grade
Sensitive upslope	n/a	n/a	n/a
Sensitive Down Slope	n/a	n/a	n/a
Lot Restrictions			
Minimum House Size			
Single Story	2300 square feet	**2000 square feet**	**2500 square feet**
2-story: main/upstairs	1800 square feet/700 square feet	**2000 square feet/600 square feet**	2000 square feet/1000 square feet
Park Strip Width	***5 feet***	5 feet	***None***
Setbacks :			
Front	***20 feet***	***15 feet***	30 feet
Back	***20 feet***	20 feet	30 feet
Side	***10 feet***	***10 feet***	20 feet
Corner	***20 feet***	**25 feet**	30 feet
Garage	35 feet or 5 feet from the front of the house unless side loaded	***20 feet or 5 feet from front of house, unless side-loaded***	35 feet or 5 feet from front of house unless side-loaded
Sidewalk width	***5 feet***	***5 feet***	***None***

CHANGES FROM ORIGINAL DEVELOPMENT AGREEMENT ARE IN BOLD.

0.9.1 Residential buildings shall require a professionally prepared landscape plan for each lot to ensure that outdoor water provided will be sufficient to maintain an attractive yard.

11. Parks

11.1 The Revised Phase 6 amenities shall include a park of at least one and one-half (1.5) acres in area, consisting of a pickleball court or tennis court (at the discretion of the applicable New Developer), quality play structure or equipment, a shade structure, a minimum of 8,000 square feet of irrigated turf open area, and sidewalks connecting the park to the parkway and local trails, with xeriscaping and water-wise trees. Up to 60% of the park area may be graded and planted with native shrubs and grasses.

11.2 The Revised Phase 9 amenities shall include park of at least one and one-half (1.5) acre in area, consisting of a pickleball court, quality play structure or equipment, a shade structure, a minimum of 8,000 square feet of irrigated turf open play area, and sidewalks connecting the park to local trails, with xeriscaping and water-wise trees, is required in Revised Phase 9. Up to 60% of the park area may be graded and planted with native shrubs and grasses.

12. Trails

12.1 The Equestrian Trails type is eliminated from the Revised Phase 6 Property and the Revised Phase 9 Property.

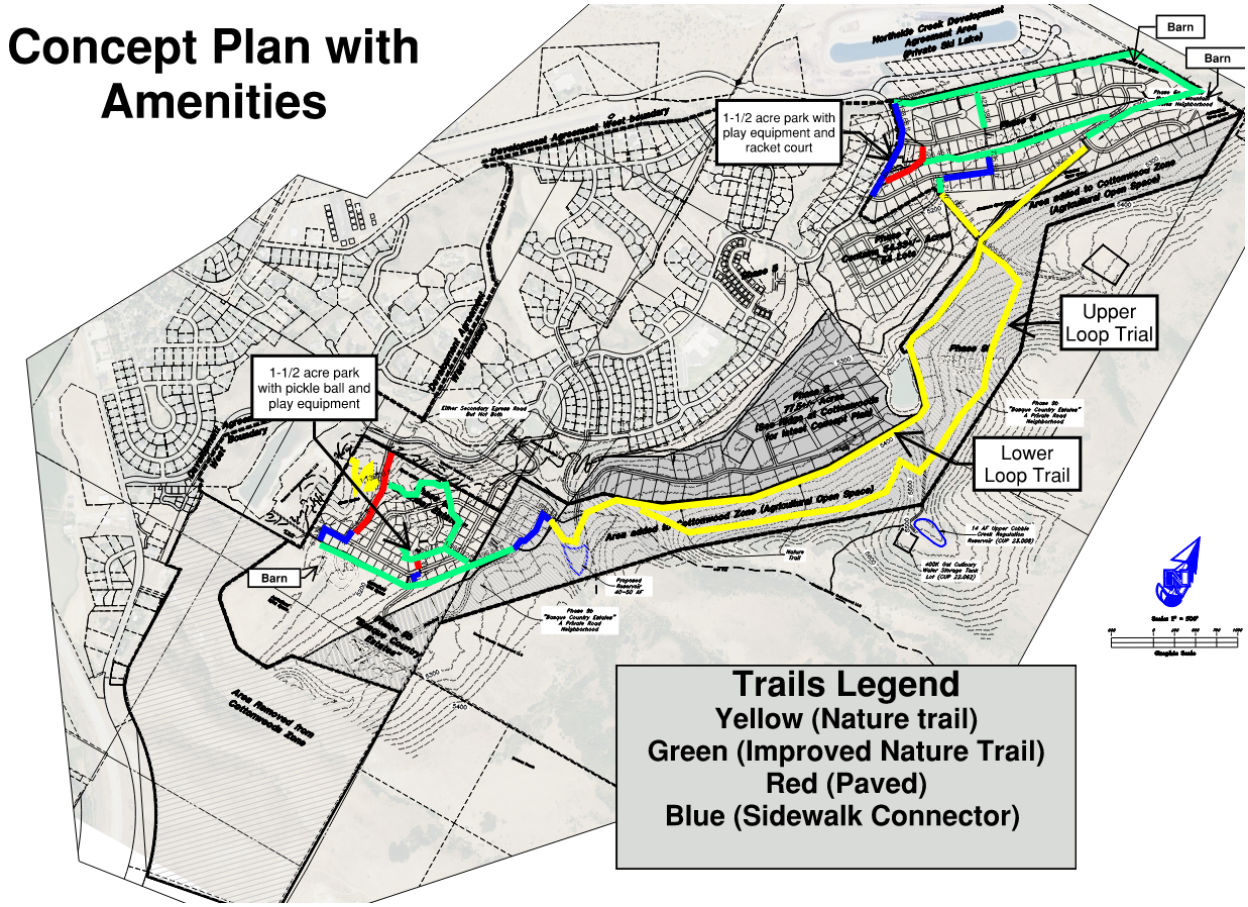
12.2 All Sidewalks shall be a minimum of 5 ft wide within the Revised Phase 6 Property and the Revised Phase 9 Property.

12.3 The Revised Phase 6 Property and the Revised Phase 9 Property will include an "Improved Nature Trail" as a trail type. An Improved Nature Trail is similar to a Nature Trail but will also include an enhancement like road base or bark to control mud or dust.

13. Additional Amenities

13.1 The equestrian center and optional private golf course amenities are eliminated.

13.2 The Revised Phase 6 Property and the Revised Phase 9 Property shall provide approximately 21,000 linear feet of trails. This includes a new, continuous trail connecting the Revised Phase 6 Property and the Revised Phase 9 Property. The trail concept plan is depicted as follows:



14. Open Space

14.4 All Open Space areas shall be clearly depicted and classified on each recorded Plat as either Agricultural Open Space, or Common Areas, consistent with the Third Amendment and this Supplement. The specific acreage and classification of Open Space shall be verified and finalized at the time of Plat approval based on the gross acreage shown on the recorded Plat(s). Open Space requirements for the Revised Phase 6 Property and the Revised Phase 9 Property shall be governed by Section 4 of the Third Amendment to the Development Agreement, which establishes the following minimum requirements (exclusive of platted and unplatted land, calculated as a percentage of gross acreage shown on the recorded Plat(s)):

14.4.1 Phase 6 Property (approximately 114.67 acres total):

Minimum 40% open space.

Of the open space, up to 9 acres may be designated as Agricultural Open Space and may remain privately owned, provided it is deed-restricted in accordance with the form of Restrictive Covenant attached as Exhibit G to the Third Amendment.

The remaining open space shall be classified as Common Area deeded to the applicable homeowners association (Master HOA or New HOA).

14.4.2 Phase 9-MGI Property:

Minimum 47% open space.

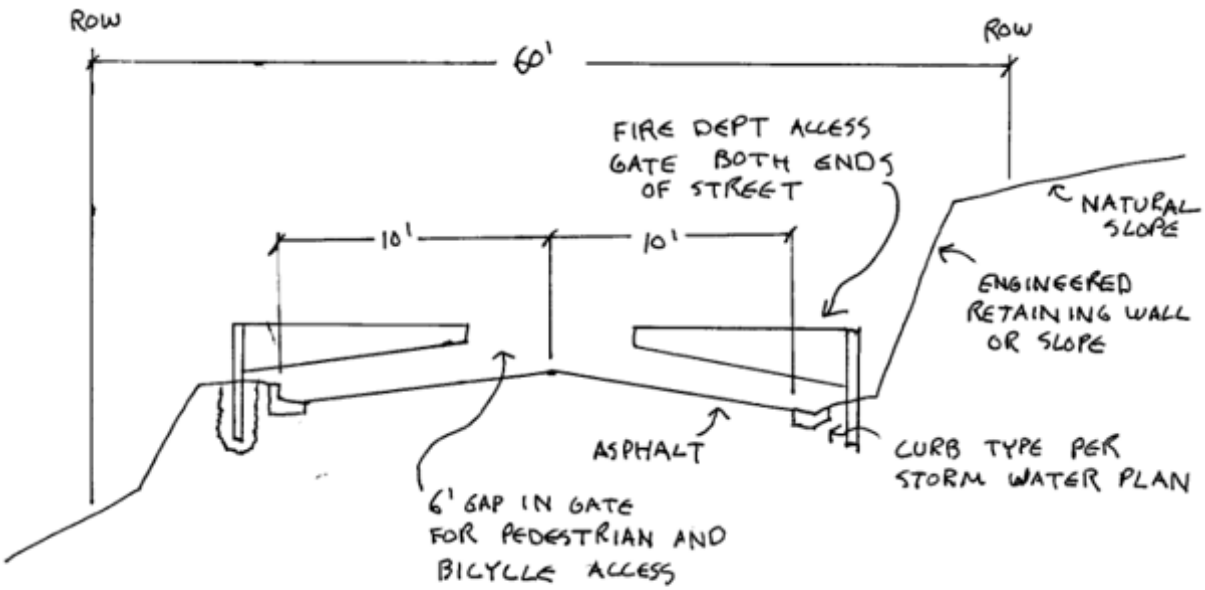
Of that open space, a minimum of 50 acres shall entirely be designated as Agricultural Open Space and shall remain privately owned, provided it is deed-restricted in accordance with Exhibit G to the Third Amendment. The balance of the open space shall be Common Area deeded to the applicable HOA.

14.4.3 Phase 9-MCC Property:

Minimum 87% open space, which shall be entirely Agricultural Open Space and shall be deed-restricted substantially in accordance with Exhibit G to the Third Amendment.

15. Public Improvements

0.15.1 If approved by the planning and engineering department, the "Residential Street Without Homes" road section situated on the north access road to and from Phase 9 will be replaced by an emergency fire apparatus access road. The road will be gated at both ends, will allow pedestrian and bicycle access in addition to emergency fire apparatus access, and will be maintained by the Phase 9 homeowners association.



SECONDARY ACCESS/FIRE APPARATUS ROAD PER NFPA
NO HOME SITE SERVED - NTS

16. Water Information

16.3 Site Owners or the developer shall provide Will-Serve letters or Conditional Will Serve letters from a qualified water provider will be presented in conjunction with submission of a preliminary plat.

17. Sewer Information

All homes will be connected to the Mountain Green Sewer Improvement District per the District's requirements.

To the extent of any conflict between this Supplement and the Third Amendment to the Development Agreement, the Third Amendment shall control.

[End]

Cottonwoods Affordable Housing Lots

Agenda Item Cover Page | November 17, 2026
Resolution CR 26-69 | Discussion and Decision

Requested action

Approve Resolution CR 26-69 exercising the County's right under Section 2.20.1 of the Cottonwoods Development Agreement to request one affordable housing lot in each future residential Phase to which that provision applies.

Background and purpose

The August 9, 2006 Development Agreement provides a process for the County to request an affordable housing lot before approval of the applicable Plat. The resolution directs staff to identify qualifying phases and make timely, phase-specific requests consistent with the Agreement and its effective amendments.

The right is tied to a qualifying Phase. A replat, correction or plat amendment does not by itself create a right to an additional lot. Staff must check prior designations, approval history and any applicable amendment or exclusion.

Purchase and funding obligations

The resolution provides for a purchase price equal to 50% of the lot's fair market value. The County must provide reasonable assurances of sufficient funding to purchase, or cause purchase of, the lot and construct, or cause construction of, affordable housing.

The draft directs staff to negotiate the purchase agreement and plan to close within six months after Plat filing. Under the cited Agreement provision, the Developer may sell the designated lot without the designation if the County has not purchased it within that period.

Implementation and limits

The Planning Director and County Attorney will verify applicability and timing; the Clerk/Auditor will assist with funding documentation. The Chair may sign verified designation requests, and staff will deliver contractual notice and track deadlines.

This resolution does not appropriate funds, authorize a specific purchase, approve or deny a Plat, or amend the Development Agreement. Purchase agreements, expenditures and any proposed alternative contribution must return to the Commission for approval.

Suggested motion

I move to approve Resolution CR 26-69 exercising Morgan County's right to request affordable housing lots in future qualifying Cottonwoods phases under Section 2.20.1 of the Development Agreement and directing timely implementation subject to the Agreement's requirements and effective amendments.

Attachment

Resolution CR 26-69 — Cottonwoods Affordable Housing Lots, current draft for November 17, 2026.

MORGAN COUNTY COMMISSION

RESOLUTION NO. CR 26-69

A RESOLUTION EXERCISING THE COUNTY'S RIGHT TO REQUEST AFFORDABLE HOUSING LOTS IN FUTURE PHASES UNDER THE COTTONWOODS DEVELOPMENT AGREEMENT AND DIRECTING TIMELY IMPLEMENTATION

WHEREAS, Morgan County and Gardner Cottonwood Creek, L.C. entered into the Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah, dated August 9, 2006, recorded August 18, 2006 as Entry No. 104097, Book 234, Page 323, in the Morgan County Recorder's records (together with its effective amendments, the "Agreement"); and

WHEREAS, Section 2.20.1 of the Agreement permits the County, before approval of a Plat, to request that the Developer designate a lot in each Phase for affordable housing, subject to the County's funding assurances and the purchase and construction requirements stated in that section; and

WHEREAS, the Commission desires to exercise that right for future residential Phases to which Section 2.20 applies and to direct staff to act before the applicable plat-approval deadline; and

WHEREAS, the Commission intends to implement the Agreement according to its terms, including any effective amendments, without creating an additional lot obligation for a plat that does not constitute a separate Phase under the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION AS FOLLOWS:

1. Exercise of the County's right.

The County hereby elects to exercise its right under Section 2.20.1 and requests designation of one Affordable Housing Lot in each future residential Phase to which that section applies. This election and request are subject to the requirements of the Agreement, including the funding assurances described below. The request shall be implemented before approval of the applicable Plat, not deferred until its filing or recording. For a pending Plat, staff shall first verify that the request remains timely under the Agreement.

2. Phase and property review.

The Planning Director and County Attorney shall review each new or pending residential Plat to identify the applicable Phase, responsible Developer or successor, prior designations, approval history, and effective amendments. "Plat" and "Phase" have the meanings given in the Agreement, including Sections 1.2.1, 2.3, and 4.2. A replat, correction, or amendment to an existing Plat does not by itself establish a right to an additional lot. Any disputed application of Section 2.20 shall be presented to the Commission with the County Attorney's advice before further action.

3. Funding assurances and purchase terms.
For each requested lot, the County shall provide the Developer with reasonable assurances that the County has or will have sufficient funds to purchase, or cause to be purchased, the lot and to construct, or cause to be constructed, affordable housing on it. The Clerk/Auditor, Planning Director, and County Attorney shall document the proposed funding source or housing partner and present any necessary funding action to the Commission in time to satisfy the Agreement. No officer shall represent that funds or a partner commitment exist unless verified.

The purchase price shall be fifty percent (50%) of the lot's fair market value under Section 2.20.1. Section 2.20.1 requires a purchase agreement within six (6) months after filing of the Plat, with purchase deadlines agreeable to both parties. Staff shall negotiate that agreement and plan to close the purchase within the same six-month period. Section 2.20.1 permits the Developer to sell a designated lot without the designation if the County has not purchased it within that six-month period. After acquisition, the County shall proceed with reasonable due diligence to construct, or cause to be constructed, an affordable single-family residence at its sole expense, in compliance with the Agreement and applicable requirements.

4. Written notice and administration.
Following verification of the applicable rights, request deadline, and a supportable basis for the required funding assurances, the Commission Chair is authorized to sign, and the County Attorney is directed to arrange delivery of, phase-specific designation requests and a certified copy of this Resolution to the proper recipients in accordance with Sections 8.14 and 8.15 of the Agreement, as amended. Staff shall retain proof of notice and track plat approval, filing, designation, and purchase deadlines. Adoption of this Resolution does not substitute for required contractual notice.

5. Alternative contribution; limits of authority.
The alternative contribution under Section 2.20.2 requires agreement of the County and Developer before final approval of the applicable Plat and provides for fifty percent (50%) of net sale proceeds to a qualifying County-designated housing organization, agency, or trust. Staff may present a proposed alternative to the Commission; this Resolution does not select that alternative or authorize its execution. Any purchase agreement, expenditure authorization, or alternative agreement shall return to the Commission for approval. This Resolution does not itself appropriate funds, convey title, approve or deny a Plat, amend the Agreement, waive its conditions, or override an effective exclusion from Section 2.20.

6. Effective date.
This Resolution shall take effect upon passage and adoption.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION: ATTEST:

_____ _____

Matthew Wilson, County Commission Chair Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

_____
Garrett Smith, Morgan County Attorney

COMMISSION MEMBERS VOTING:

Commission Member	Aye	Nay	Absent
Michael Newton			
Vaughn Nickerson			
Blaine Fackrell			
Raelene Blocker			
Matthew Wilson			

UAC Amicus Brief Concerning Jury Size

Agenda Item Cover Page | November 17, 2026
Resolution CR 26-63 | Discussion and Decision

Requested action

Approve Morgan County's participation in the Utah Association of Counties (UAC) amicus brief concerning jury size and authorize payment of the County's $416.66 share of legal fees.

Prior discussion and need for formal action

At the September 15, 2026 Commission meeting, Commissioner Blocker discussed the UAC amicus brief during commissioner comments. She described potential County costs if twelve-member juries were required in place of the smaller juries permitted under Utah law and reported that participating counties would share the cost.

The matter was discussed during comments but was not acted on as a separately listed action item. The proposed resolution places participation and the financial commitment before the full Commission for a formal decision and creates a written record of that authorization.

Purpose of participation

UAC is coordinating the brief concerning whether twelve-member juries are constitutionally required in cases for which Utah law permits smaller juries. The resolution identifies the County's interest in the administrative and fiscal effects of jury requirements.

Financial impact

The operative resolution commits $416.66 from an available, lawfully appropriated General Fund account. UAC Invoice No. 8330, dated November 9, 2026, requests $416.66 for amicus brief preparation and is due December 9, 2026. Any additional financial commitment requires further Commission approval.

Implementation

If approved, the Chair may execute necessary participation documents following County Attorney review. Staff will retain the adopted resolution and process payment in accordance with County procedures.

Suggested motion

I move to approve Resolution CR 26-63 authorizing Morgan County to join the UAC-coordinated amicus brief concerning jury size and committing $416.66 in legal fees from an available, lawfully appropriated General Fund account.

Attachments and record reference

Resolution CR 26-63 and UAC Invoice No. 8330.
Prior discussion: September 15, 2026 Commission minutes, Commissioner Blocker's comments, p. 9.

Morgan County Resolution CR 26-63

A RESOLUTION AUTHORIZING MORGAN COUNTY TO JOIN THE UTAH ASSOCIATION OF COUNTIES AMICUS BRIEF CONCERNING JURY SIZE AND COMMITTING $416 IN LEGAL FEES.

WHEREAS, the Utah Association of Counties (UAC) is coordinating an amicus curiae brief concerning whether twelve-member juries are constitutionally required in cases for which Utah law permits smaller juries; and

WHEREAS, Morgan County has an interest in the administration and fiscal impacts of jury requirements and desires to participate with UAC and other participating counties in the brief;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

1. Participation. Morgan County approves joining the UAC-coordinated amicus brief concerning jury size and authorizes inclusion of Morgan County as a participating county.

2. Legal fees. Morgan County commits $416.66 as its share of the legal fees for the brief. Payment to UAC is authorized upon receipt of an invoice, from an available, lawfully appropriated General Fund account. Any additional financial commitment requires further Commission approval.

3. Implementation. The Commission Chair is authorized to execute documents necessary to carry out this resolution, following County Attorney review. This resolution takes effect upon adoption.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION:

_____

Matthew Wilson,

Morgan County Commission Chair

ATTEST:

_____

Leslie A. Hyde,

Morgan County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith,

Morgan County Attorney

COMMISSION MEMBER VOTES:

	AYE:	NAY:	ABSENT:
Michael Newton	____	____	____
Vaughn Nickerson	____	____	____
Blaine Fackrell	____	____	____
Raelene Blocker	____	____	____
Matthew Wilson	____	____	____

INVOICE

Utah Association of Counties
5397 S VINE STREET
MURRAY, UT 84107

admin@utahcounties.org
+1 (801) 265-1331
www.utahcounties.org

Bill to
Morgan County
P.O. Box 886
Morgan, UT 84050

Ship to
Morgan County
P.O. Box 886
Morgan, UT 84050

Invoice details
Invoice no.: 8330
Terms: Net 30
Invoice date: 11/09/2026
Due date: 12/09/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/23/2026	**Special Projects - Misc Project Income**	Cost of services for Amicus Brief preparation	1	$416.66	$416.66

Total **$416.66**

MORGAN COUNTY COMMISSION

Wasatch Integrated Board Reappointment of Mike Newton

November 17, 2026 | Resolution CR 26-64 | Discussion and Decision

Requested action
Adopt the resolution documenting Mike Newton's continued service as Morgan County's representative to the Wasatch Integrated Waste Management District Administrative Control Board during 2025 and 2026 and reappointing him to continue through December 31, 2028.

How the lapse was identified
During the County's review of expired agreements and resolutions, Administrative Manager Kate Becker identified that Mike Newton's recorded appointment had expired on December 31, 2024. Resolution CR-23-17, adopted December 19, 2023, covered the period January 1, 2023, through December 31, 2024.

A subsequent reappointment was inadvertently omitted. Mr. Newton continued to serve during 2025 and 2026 under the understanding that his appointment had not yet expired. The proposed resolution addresses that records omission and documents the County's intent to maintain continuous representation.

Period covered by the resolution
The resolution provides one four-year appointment period, January 1, 2025, through December 31, 2028. It addresses the elapsed 2025 and 2026 service period and continues the appointment for 2027 and 2028.

To the extent permitted by law, it confirms and ratifies Mr. Newton's continued service and participation from January 1, 2025, through adoption. The resolution expressly preserves mandatory legal requirements and limits confirmation of prior service to what the law permits.

Records and implementation
The County Clerk will provide a certified copy to the District and update the County's appointment records to show the term ending December 31, 2028. The updated expiration date should also be included in the County's appointment tracking process.

Suggested motion
I move to approve Resolution CR 26-64 reappointing Michael "Mike" Newton as Morgan County's representative to the Wasatch Integrated Waste Management District Administrative Control Board for January 1, 2025, through December 31, 2028, confirming his prior service to the extent permitted by law, and directing the County Clerk to update the appointment records and notify the District.

Attachment
Proposed resolution reappointing Michael Newton to the Wasatch Integrated Waste Management District Administrative Control Board.

MORGAN COUNTY RESOLUTION CR 26-XX

Reappointment of Michael Newton to the Wasatch Integrated Waste Management District Administrative Control Board

WHEREAS, Morgan County is a member of the Wasatch Integrated Waste Management District (District) and appoints a County representative to the District's Administrative Control Board; and

WHEREAS, Resolution CR-23-17, adopted December 19, 2023, appointed Michael Newton as the County's representative for January 1, 2023, through December 31, 2024; and

WHEREAS, a subsequent reappointment was inadvertently omitted from the County's appointment records, and the Commission desires to correct that omission, confirm his continued service, and reappoint him through December 31, 2028; and

WHEREAS, Utah Code Section 17D-1-304 provides for four-year terms for administrative control board members, except for certain initial appointments;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

1. Reappointment and term. Michael "Mike" Newton is hereby reappointed as Morgan County's representative to the Administrative Control Board of the Wasatch Integrated Waste Management District for the four-year term commencing January 1, 2025, and ending December 31, 2028, unless his service ends earlier by resignation, lawful removal, or operation of applicable law.

2. Correction of omission and confirmation of service. To the extent permitted by law, the Commission confirms and ratifies Mr. Newton's continued service as the County's representative from January 1, 2025, through the adoption of this resolution, including his participation and votes in that capacity. This resolution corrects the inadvertent omission of the reappointment and documents the County's intent that its representation continue without interruption following the term established by Resolution CR-23-17.

3. Delivery and records. The County Clerk shall provide a certified copy of this resolution to the District and update the County's appointment records to reflect the term stated above.

4. Effective date. This resolution takes effect upon adoption. Its confirmation of prior service applies only to the extent permitted by law and does not waive any mandatory legal requirement.

PASSED AND ADOPTED this 17th day of November 2026.

MORGAN COUNTY COMMISSION: **ATTEST:**

_____ _____

Mattew Wilson, Commission Chair Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith, County Attorney

COMMISSION MEMBER VOTES:

Michael Newton	Aye ___	Nay ___	Absent ___
Vaughn Nickerson	Aye ___	Nay ___	Absent ___
Blaine Fackrell	Aye ___	Nay ___	Absent ___
Raelene Blocker	Aye ___	Nay ___	Absent ___
Matthew Wilson	Aye ___	Nay ___	Absent ___

MORGAN COUNTY COMMISSION

Agriculture Protection Area Advisory Board Appointments

November 17, 2026 | Resolution CR 26-65 | Discussion and Decision

Requested action

Adopt Resolution CR 26-65 appointing five current Conservation District supervisors to serve concurrently, in a separate advisory capacity, as Morgan County's Agriculture Protection Area Advisory Board.

State law and County code govern this action

The Board's membership and duties are governed by Utah law as well as County code. Utah Code § 17-81-102 requires the County legislative body to appoint no more than five members from the County's Conservation District Board of Supervisors. This statutory membership requirement cannot be changed by a County appointment resolution.

Morgan County Code § 151.03(C), as amended by Ordinance CO 26-12, implements that framework and addresses terms, officers, quorum and Board operation. Resolution CR 26-65 carries out these requirements; it does not amend the statute or County code.

Appointments and organization

The resolution names Jason Morgan, Todd Wardell, Cathy James, Ryan Thompson and Kevin Thurston. Staff will verify each appointee's current supervisor status and term. Each appointment extends through the appointee's current Conservation District term; a successor supervisor requires a separate County appointment.

The Board selects its Chair and Vice Chair. Under County code, three members constitute a quorum and action requires at least three affirmative votes. Advisory Board business, notices, votes and minutes must be separately identifiable from Conservation District business.

Review process and decision authority

State law also governs proposal referrals, reporting deadlines, evaluation criteria and the Commission's public hearing process under Utah Code §§ 17-81-203 through 17-81-205. The resolution schedules Advisory Board review before Planning Commission consideration without delaying mandatory referrals or extending statutory reporting periods.

The Advisory Board provides agricultural expertise and written recommendations. The County Commission retains final decision authority over protection area proposals. This appointment resolution does not approve a particular protection area.

Suggested motion

I move to approve Resolution CR 26-65 appointing the five named Conservation District supervisors to the Agriculture Protection Area Advisory Board, subject to verification of their eligibility and current terms, and directing implementation consistent with state law and County Code § 151.03.

Attachment and authorities

Resolution CR 26-65; County Ordinance CO 26-12, Exhibit A; Utah Code §§ 17-81-102 and 17-81-203 through 17-81-205; Utah Open and Public Meetings Act, Title 52, Chapter 4.

MORGAN COUNTY RESOLUTION CR 26-65

APPOINTMENT OF CONSERVATION DISTRICT SUPERVISORS TO THE AGRICULTURE PROTECTION AREA ADVISORY BOARD

A RESOLUTION OF THE MORGAN COUNTY COMMISSION APPOINTING CONSERVATION DISTRICT BOARD MEMBERS TO SERVE CONCURRENTLY AS THE AGRICULTURE PROTECTION AREA ADVISORY BOARD AND PROVIDING FOR REVIEW BEFORE PLANNING COMMISSION CONSIDERATION.

WHEREAS, Utah Code § 17-81-102 authorizes and requires the County Commission to appoint no more than five members from the County's conservation district board of supervisors to serve as the Agriculture Protection Area Advisory Board; and

WHEREAS, Morgan County Code § 151.03(C), as amended by Ordinance CO 26-12, establishes the Advisory Board and provides for its membership, officers, terms, and operation; and

WHEREAS, the County Commission desires to use the agricultural expertise of the Morgan County Conservation District Board of Supervisors and provide its recommendations to the Planning Commission before consideration of agriculture protection area proposals;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

1. Appointment and concurrent service. The following current members of the Morgan County Conservation District Board of Supervisors are appointed to serve concurrently as the Morgan County Agriculture Protection Area Advisory Board:

1. Jason Morgan
2. Todd Wardell
3. Cathy James
4. Ryan Thompson
5. Kevin Thurston

These appointments are to the individuals named above in their separate advisory capacity. Each appointee must be a current Conservation District supervisor when appointed. A successor Conservation District supervisor must be separately appointed by the County Commission before serving on the Advisory Board.

2. Terms and organization. Each appointee shall serve until expiration of that member's current Conservation District Board term, subject to removal or replacement under County Code § 151.03(C). The Advisory Board shall select its Chair and Vice Chair and may designate a Secretary as authorized by County Code. Three members constitute a quorum, and Board action requires at least three affirmative votes. Members serve without salary; expense reimbursement requires County authorization consistent with state law.

3. Referral and order of review. After the required proposal notice and 15-day response period, County staff shall refer each proposal, together with objections and proposed modifications, to both the Advisory Board and Planning Commission as required by Utah Code § 17-81-203 and County Code § 151.03. Staff shall schedule Advisory Board consideration before Planning Commission consideration and include the Advisory Board's written report in the Planning Commission packet.

This scheduling sequence shall not postpone a required referral, extend either body's 45-day reporting period, or make Advisory Board approval a condition of Planning Commission review. If the Advisory Board does not report in time for scheduled Planning Commission consideration, staff shall identify that status and transmit any later report promptly. Failure to report within the statutory period shall have the effect required by state law.

4. Advisory duties and written recommendation. The Advisory Board shall evaluate proposals under Utah Code §§ 17-81-102, 17-81-203, and 17-81-205 and County Code § 151.03. Its written report shall address agricultural production, suitability for continued agricultural use, the relationship to County agriculture, objections, and proposed boundary modifications, and recommend acceptance, acceptance with modifications, or rejection. The report shall be submitted to the County Commission within the applicable statutory period and copied to the Planning Commission. Other referrals shall be reviewed as required by applicable law.

5. Meetings and records. Advisory Board business shall be separately identified on a properly noticed agenda and conducted in compliance with the Utah Open and Public Meetings Act, Title 52, Chapter 4. Advisory Board actions, votes, recommendations, and minutes shall be identifiable separately from Conservation District business, even when the meetings are held on the same date. County staff shall coordinate notices, packets, and retention of official County advisory records.

6. Authority and implementation. The Advisory Board provides recommendations; the County Commission retains final decision authority. This resolution implements, and does not amend, County Code § 151.03 or state law. Mandatory procedures and deadlines control over any inconsistent scheduling provision. County staff shall verify the appointees' eligibility and current terms and transmit this resolution to the Conservation District and Planning Commission.

7. Effective date. This resolution takes effect upon adoption.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION

_____
Matthew Wilson, Commission Chair

ATTEST

_____
Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____
Morgan County Attorney's Office

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

MORGAN COUNTY COMMISSION

Morgan Donor Advisory Fund
County Voting Representative

November 17, 2026 | Resolution CR 26-67 | Discussion and Decision

Requested action
Adopt Resolution CR 26-67 withdrawing Kate Becker's designation as Morgan County's voting representative to the Morgan Donor Advisory Fund (DAF) and designating Commissioner Vaughn Nickerson as her replacement, subject to the DAF's acceptance.

Purpose of the change
The proposed resolution updates the County's designated voting representative by replacing Kate Becker with Commissioner Vaughn Nickerson. It provides a formal record of the County's designation and directs staff to coordinate the transition with the DAF.

DAF retains final appointment authority
The County's designation does not, by itself, authorize Commissioner Nickerson to serve or exercise voting authority. The DAF retains final authority to accept or decline the County's proposed representative under its governing documents.

Commissioner Nickerson's service and voting authority are expressly subject to DAF acceptance. The resolution withdraws the County's designation of Kate Becker upon adoption while respecting the authority reserved to the DAF. If the DAF declines Commissioner Nickerson, the Commission must consider another representative; a decline does not reinstate Kate Becker's County designation.

Notice and transition
County staff will transmit the adopted resolution to the DAF, request written confirmation of acceptance or decline, coordinate required transition documents, and retain the DAF's response with the County's official records.

Suggested motion
I move to approve Resolution CR 26-67 removing Kate Becker as Morgan County's designated voting representative to the Morgan Donor Advisory Fund and designating Commissioner Vaughn Nickerson as her replacement, expressly subject to the DAF's final acceptance, and directing staff to obtain written confirmation and complete the transition.

Attachment
Resolution CR 26-67 — Morgan Donor Advisory Fund Voting Representative.

MORGAN COUNTY RESOLUTION CR 26-67

MORGAN DONOR ADVISORY FUND VOTING REPRESENTATIVE

A RESOLUTION OF THE MORGAN COUNTY COMMISSION REMOVING KATE BECKER AS THE COUNTY'S VOTING REPRESENTATIVE TO THE MORGAN DONOR ADVISORY FUND AND DESIGNATING COMMISSIONER VAUGHN NICKERSON AS HER REPLACEMENT, SUBJECT TO ACCEPTANCE BY THE DAF.

WHEREAS, Kate Becker currently serves as Morgan County's designated voting representative to the Morgan Donor Advisory Fund (DAF); and

WHEREAS, the Morgan County Commission desires to remove Kate Becker from that designation and designate Commissioner Vaughn Nickerson as the County's replacement voting representative; and

WHEREAS, the County recognizes that the DAF retains final authority to accept or decline the County's designated voting representative;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Commission as follows:

1. Removal of County designation. Effective upon adoption of this resolution, Kate Becker is removed as Morgan County's designated voting representative to the Morgan Donor Advisory Fund. This action withdraws the County's designation and does not purport to exercise authority reserved to the DAF under its governing documents.

2. Replacement representative. Commissioner Vaughn Nickerson is designated to replace Kate Becker as the County's voting representative to the DAF. His service and exercise of voting authority are expressly subject to the DAF's acceptance and applicable governing documents.

3. DAF acceptance or decline. The DAF retains final authority to accept or decline Commissioner Nickerson as the County's voting representative. If the DAF declines the designation, the County Commission shall consider another representative. A decline does not reinstate Kate Becker's County designation.

4. Notice and transition. County staff shall transmit this resolution to the DAF and request written confirmation of its acceptance or decline. County staff shall coordinate any required transition documentation and retain the DAF's response with the County's official records.

5. Effective date. This resolution takes effect upon adoption, subject to the DAF's acceptance requirement for the replacement representative's service.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION

_____
Matthew Wilson, Commission Chair

ATTEST

_____
Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____
Morgan County Attorney's Office

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

2025 Independent Financial Audit

Meeting: November 17, 2026 | Presentation, Discussion and Decision

Requested action

Receive the independent financial audit for the year ended December 31, 2025; discuss the auditor's reports, findings and responses; and direct completion and documentation of required filing and public notice.

Background

The attached Basic Financial Statements with Independent Auditor's Report cover the year ended December 31, 2025. The independent auditor's report is dated June 30, 2026. The packet includes financial statements, supplemental information, internal control and state compliance reports, and a schedule of findings and responses.

Public dissemination requirements

Under Utah Code § 17-63-604(3), the County finance officer must prepare and publish notice that the audit is complete within 10 days after receipt of the independent auditor's report, both on the County website and as required by § 45-1-101. Section 45-1-101(2)(b) requires publication on the public legal notice website established by Utah's newspapers. The current county statute does not require two print newspaper publications.

Under § 17-63-604(4), a copy must be available for inspection at the finance officer's office, if located at the county seat, or the County Auditor's office. Section 51-2a-203 also requires preservation and public inspection during regular office hours. Posting the complete audit online is recommended for convenient access.

Filing and verification

Utah Code § 51-2a-202 requires annual filing with the State Auditor within six months of fiscal year end. For calendar year 2025, that deadline was June 30, 2026. Obtain the filing receipt, the date the County received the report, and proof of both notice publications. Presentation to the Commission does not restart the receipt-based notice deadline.

Suggested motion

I move to acknowledge receipt of Morgan County's 2025 independent financial audit and auditor's report; direct the County finance officer to verify and document State Auditor filing, required completion notice and public inspection access, promptly complete any outstanding steps, and report back to the Commission; and request any further corrective action plan needed for Commission consideration.

Attachment: 2025 Basic Financial Statements with Independent Auditor's Report.

NOTICE OF AUDIT COMPLETION

Notice is hereby given that the independent audit of Morgan County, Utah, for the year ended December 31, 2025, has been completed.

A copy of the audit report is available for public inspection at Financial Statements Archive | Morgan County Utah

Morgan County Finance Officer

MORGAN COUNTY, UTAH

Basic Financial Statements

with Independent Auditor's Report thereon
As of and For the Year Ended December 31, 2025



Table of Contents

Independent Auditor's Report 1-4

Management's Discussion and Analysis 5-12

Basic Financial Statements:

Government-Wide Financial Statements:

Statement of Net Position 13
Statement of Activities 14

Fund Financial Statements:

Balance Sheet - Governmental Funds 15
Reconciliation of the Balance Sheet – Governmental Funds to the Government-wide Statement of Net Position 16
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds 17
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Government-wide Statement of Activities 18
Statement of Fund Net Position - Proprietary Funds 19
Statement of Revenues, Expenses, and Changes In Fund Net Position - Proprietary Funds 20
Statement of Cash Flows - Proprietary Funds 21
Statement of Fiduciary Net Position - Fiduciary Funds 22
Statement of Changes in Fiduciary Net Position - Fiduciary Funds 23

Notes to Financial Statements 24-58

Required Supplemental Information:

Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual:
General Fund 59-60
Fair Fund 61
Schedule of the Proportionate Share of the Net Pension Liability 62-63
Schedule of Contributions 64-65
Notes to Required Supplemental Information 66

Supplemental Information:

Combining Balance Sheet - Nonmajor Governmental Funds 67
Combining Statement of Revenues, Expenditures, and Changes
in Fund Balances - Nonmajor Governmental Funds..... 68
Schedule of Receipts and Disbursements -
Treasurer's Collections Account 69
Statement of Taxes Charged, Collected, and Distributed..... 70

Other Reports:

Report on Internal Control Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards* 71-72
Report on Compliance and Report on Internal Control Over
Compliance as Required by *The Utah State Compliance Audit Guide* 73-75
Schedule of Findings and Responses 76-77

INDEPENDENT AUDITOR'S REPORT



PARTNERS

MICHAEL L. SMITH, CPA
JASON L. TANNER, CPA
ROBERT D. WOOD, CPA
AARON R. HIXSON, CPA
TED C. GARDINER, CPA
JEFFREY B. MILES, CPA
JESSE S. MALMROSE, EA
JANICE ANDERSON, EA
TROY F. NILSON, CPA

INDEPENDENT AUDITOR'S REPORT

To the Members of the County Commission
Morgan County, Utah

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Morgan County, Utah (the County), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of December 31, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-12, budget and actual reports on pages 59-61, and pension schedules on pages 62-65 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining nonmajor fund financial statements, schedule of receipts and disbursements – treasurer's collection account, and statement of taxes charged, collected, and distributed are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements, schedule of receipts and disbursements – treasurer's collections account, and statement of taxes charged, collected, and distributed is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements, schedule of receipts and disbursements – treasurer's collection account, and statement of taxes charged, collected, and distributed is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2026, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

HBME, LLC

June 30, 2026
Bountiful, Utah

MANAGEMENT'S DISCUSSION AND ANALYSIS



As management of Morgan County (the County), we offer the residents and other readers of the County's financial statements this management discussion and analysis (MD&A). The MD&A provides a narrative overview and analysis of the financial statements of the County for the year ended December 31, 2025, focusing on why amounts changed from the prior year.

Financial Highlights

Total net position of $30,409,209 for governmental activities is made up of $16,967,281 in net investment in capital assets, restricted net position of $6,415,347, and unrestricted net position of $7,026,581.

In the enterprise funds, operating revenues exceeded operating expenses by $60,521. The County now reports three enterprise funds — garbage services, rifle range, and airport. The garbage services fund had an operating loss of $49,549, which was more than offset by operating income of $14,901 in the rifle range fund and $95,169 in the airport fund.

Long-term debt of the County's governmental activities (leases payable, financing lease-purchase agreements, and revenue bonds, and not including any pension or compensated absences related liabilities) decreased by $159,870, as principal payments of $333,178 exceeded new leases of $173,308.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to The County's basic financial statements. The County's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains the required supplementary information, as well as additional supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of The County's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the County's assets, liabilities, and deferred inflows and outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Morgan County is improving or deteriorating. However, you will also need to consider other nonfinancial factors.

The statement of activities presents information showing how the County's net position changed during the fiscal year reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

The government-wide financial statements can be found on the pages directly following this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County also uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds - These funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. These fund statements focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the County's general governmental operations and the basic services it provides. Governmental fund information helps users determine whether there are more or fewer financial resources that can be spent in the near future to finance the County's programs. We describe the relationship (or differences) between governmental activities (reported in the statement of net position and the statement of activities) and governmental funds in a reconciliation included with the fund financial statements.

At the County, the only two major governmental funds (as determined by generally accepted accounting principles) are the general fund and fair fund. The non-major governmental funds include the additional transit tax – local fund, additional transit tax – county fund, county mass transit tax fund, road fund, flood disaster fund, health services fund, mineral lease fund, library fund, impact fees fund, park fund, RDA fund, corridor preservation fund, recreation fund, economic development fund, tourism fund, MBA fund, and capital projects fund.

Proprietary funds – The County maintains three enterprise funds: the garbage services fund, the rifle range fund, and the airport fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses these enterprise funds to account for its garbage services, rifle range, and airport operations.

As determined by generally accepted accounting principles, each of the three enterprise funds meets the criteria of major fund classification.

Fiduciary Funds - Fiduciary funds account for resources held for the benefit of parties outside the government. Fiduciary funds use full-accrual accounting but are not included in the government-wide statements because the assets in those funds are not available to finance the County's own programs. The County's fiduciary funds include the Treasurer and Other Custodial Funds used to account for assets held by the County in a trustee capacity or as an agent.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Morgan County, assets and deferred outflows exceed liabilities and deferred inflows by $31,181,749 for the primary government as a whole ($30,409,209 for governmental activities and $772,540 for business-type activities).

A substantial portion of the County's net position (45.6%) is in non-capital assets, which reflects the County's financial stability. The capital assets (e.g., land, buildings, machinery and equipment, infrastructure, and right to use assets), less any related debt still outstanding used to acquire those assets, is used to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. With almost half of the County's net position capable of being liquidated to meet these obligations, the County has sufficient resources to more than meet its routine operational needs.

The significant portion of net position that represents non-capital assets is comprised of various restricted and unrestricted amounts. The County holds restricted funds for use in developing tourism as a result of payments received from allocations of the transient room taxes and tourism taxes that are remitted by the State. Other restricted funds include the funds available in the General Fund for liquor law, restaurant, and flood. Furthermore, Class B road and impact fee restricted amounts are available in their respective funds.

The County's unrestricted net position is used primarily to fund cash flows during the year. As noted later in this report, property taxes represent the largest source of income for the County. These taxes are not collected until November, late in the County's fiscal year. Therefore, fund balances are used during the year until such time as the taxes are collected and held available for use in meeting expenditures of the subsequent year.

The following table presents summary information comparing the current year to the prior year from the Statement of Net Position (page 13) in the basic financial statements.

Morgan County's Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets						
Current and other assets	$ 14,704,111	$ 15,265,075	$ 1,251,681	$ 718,504	$ 15,955,792	$ 15,983,579
Capital and right to use assets	18,010,576	15,361,515	-	-	18,010,576	15,361,515
Total assets	32,714,687	30,626,590	1,251,681	718,504	33,966,368	31,345,094
Deferred outflows of resources						
Related to pensions	1,545,555	1,429,379	17,081	15,785	1,562,636	1,445,164
Liabilities						
Current liabilities	1,071,769	1,188,995	115,807	114,581	1,187,576	1,303,576
Noncurrent liabilities:						
Bonds, leases and compensated absences	1,349,399	1,289,994	2,998	-	1,352,397	1,289,994
Net pension liability	1,209,045	888,371	13,362	9,811	1,222,407	898,182
Total liabilities	3,630,213	3,367,360	132,167	124,392	3,762,380	3,491,752
Deferred inflows of resources						
Leases	212,855	624,027	363,967	-	576,822	624,027
Related to pensions	7,965	22,747	88	251	8,053	22,998
Total deferred inflows of resources	220,820	646,774	364,055	251	584,875	647,025
Net Position						
Net investment in capital assets	16,967,281	14,182,888	-	-	16,967,281	14,182,888
Restricted	6,415,347	5,630,432	-	-	6,415,347	5,630,432
Unrestricted	7,026,581	8,228,515	772,540	609,646	7,799,121	8,838,161
Total net position	$ 30,409,209	$ 28,041,835	$ 772,540	$ 609,646	$ 31,181,749	$ 28,651,481

As taken from the statement of activities in the basic financial statements, the following table depicts the changes in net position for 2025, with a comparison for the prior year.

Morgan County's Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 3,733,011	$ 3,662,475	$ 1,038,661	$ 698,072	$ 4,771,672	$ 4,360,547
Operating grants & contributions	3,579,410	2,508,484	-	-	3,579,410	2,508,484
Capital grants & contributions	-	-	-	-	-	-
General revenues:						
Property taxes	6,563,773	5,387,763	-	-	6,563,773	5,387,763
Other taxes and miscellaneous	5,997,470	5,617,870	33,158	32,659	6,030,628	5,650,529
Interest and investment income	553,890	603,939	19,255	-	573,145	603,939
Transfers	(83,118)	-	83,118	-	-	-
Total revenues	20,344,436	17,780,531	1,174,192	730,731	21,518,628	18,511,262
Expenses						
General government	5,877,631	6,083,172	-	-	5,877,631	6,083,172
Public safety	4,881,480	3,999,004	-	-	4,881,480	3,999,004
Public works	2,565,953	1,693,285	-	-	2,565,953	1,693,285
Parks, recreation, and culture	2,119,976	1,878,004	-	-	2,119,976	1,878,004
Public health and welfare	1,620,274	1,069,280	-	-	1,620,274	1,069,280
Economic development	227,598	63,681	-	-	227,598	63,681
Other	160,893	148,915	-	-	160,893	148,915
Interest expense	92,479	91,232	-	-	92,479	91,232
Garbage service	-	-	1,011,298	664,176	1,011,298	664,176
Total expenses	17,546,284	15,026,573	1,011,298	664,176	18,557,582	15,690,749
Increase (decrease) in net position	2,798,152	2,753,958	162,894	66,555	2,961,046	2,820,513
Net position, beginning of year	28,041,835	25,287,877	609,646	543,091	28,651,481	25,830,968
Beginning net position restatements, see Note 10	(430,778)	-	-	-	(430,778)	-
Net position, beginning of year, as restated	27,611,057	25,287,877	609,646	543,091	28,220,703	25,830,968
Net position, end of year	$ 30,409,209	$ 28,041,835	$ 772,540	$ 609,646	$ 31,181,749	$ 28,651,481

Financial Analysis of Governmental Funds

The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements.

As of December 31, 2025, the County's General Fund reported a fund balance of $6,969,261. This represents a decrease of $356,489 from last year's restated ending balance of $7,325,750.

The General Fund is the chief operating fund of the County. All activities which are not required to be accounted for in separate funds either by state or local ordinance or by a desire to maintain a matching of revenues and expenditures are accounted for in this fund.

Taxes continue to be the largest source of revenue in the General Fund and represent 60% of total General Fund revenues. The largest element of taxes is property tax, as has been the case for the last several years. It represents 73% of total tax revenues and represents 44% of total general fund revenues.

As stated earlier, the County maintains three enterprise funds to account for the business-type activities of the County. The separate fund statements included in this report, provides the same information for business-type activities as is provided in the government-wide financial statements. However, the difference is that the fund statements provide more detail.

General Fund Budgetary Highlights

During the fiscal year, the General Fund original budget was amended from an original expenditures total of $6,505,663 to a final expenditures total of $15,900,048. These changes were due to the timing of grants, projects, and various purchases.

Capital Asset and Debt Administration

Capital and Right to Use Assets

The County's investment in capital assets for its governmental and business-type activities during the year ended December 31, 2025 consisted of additions in the amounts of $0 for buildings, $2,670,265 for machinery and equipment, $521,707 for improvements, $739,151 for infrastructure, and $1,615,546 for construction-in-progress, with no business-type capital asset purchases. The County did not acquire any new right-to-use equipment during the year. The overall increase of $2,663,732 in the County's investment in capital assets (net of accumulated depreciation and amortization) was due to current year additions of $4,066,044, less depreciation/amortization expense of $1,483,188 and net disposals and adjustments of $1,402,312.

Major capital asset events during the current fiscal year included the following:

- $2,432,050 on machinery and equipment;
- $386,711 on Deep creek culver/road project (completed in November 2025);
- $124,941 on 7000/6900N Croydon road project (completed in November 2025);
- $293,917 on fairground electrical upgrade project (in process);
- $242,025 on the multi-use fairground fields project (in process).

Morgan County's Capital Assets

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Not being depreciated						
Land	$ 1,489,766	$ 1,489,766	$ -	$ -	$ 1,489,766	$ 1,489,766
Water rights	7,000	7,000	-	-	7,000	7,000
Works of art	24,200	24,200	-	-	24,200	24,200
Contruction-in-progress	1,029,373	665,366	-	-	1,029,373	665,366
Total not being depreciated	2,550,339	2,186,332	-	-	2,550,339	2,186,332
Being depreciated						
Buildings	5,919,797	5,919,797	-	-	5,919,797	5,919,797
Improvements	4,713,988	4,192,281	-	-	4,713,988	4,192,281
Machinery and equipment	9,281,354	7,185,140	-	-	9,281,354	7,185,140
Infrastructure	9,565,370	8,826,219	-	-	9,565,370	8,826,219
Less: Accumulated depreciation	(14,047,836)	(12,990,489)	-	-	(14,047,836)	(12,990,489)
Right to use assets	61,516	61,516	-	-	61,516	61,516
Less: Accumulated amortization	(33,952)	(19,281)	-	-	(33,952)	(19,281)
Total being depreciated	15,460,237	13,175,183	-	-	15,460,237	13,175,183
Total capital assets	$ 18,010,576	$ 15,361,515	$ -	$ -	$ 18,010,576	$ 15,361,515

Additional information on the County's capital assets can be found in the footnotes of this report.

Long-term Debt

At December 31, 2025, the County had various capital lease agreements secured by equipment, and one revenue bond outstanding.

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Leases	$ 16,059	$ 28,349	$ -	$ -	$ 16,059	$ 28,349
Financing lease-purchase agreements	970,324	1,102,904	-	-	970,324	1,102,904
Revenue bonds	29,000	44,000	-	-	29,000	44,000
Total long-term debt	$ 1,015,383	$ 1,175,253	$ -	$ -	$ 1,015,383	$ 1,175,253

The County's total debt decreased by $159,870 during the fiscal year, as principal payments of $333,178 exceeded new leases issued of $173,308.

Additional information on the outstanding debt obligations of the County can be found in the footnotes to this report.

Economic Factors and Next Year's Budget

The County's elected and appointed officials considered many factors when setting the fiscal year 2026 budget, tax rates, and fees that will be charged for governmental and business-type activities. The taxable value of property, on which the tax rate is applied, changed from a total of $3,973,457 to $5,124,275 for an increase of $1,150,818.

Contacting the County's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the County's finances and to show the County's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the County's Clerk/Auditor Department.

BASIC FINANCIAL STATEMENTS



MORGAN COUNTY, UTAH
STATEMENT OF NET POSITION
December 31, 2025

	Primary Government		
	Governmental Activities	**Business-type Activities**	**Total**
ASSETS			
Cash, cash equivalents, and investments	$ 11,490,618	$ 666,585	$ 12,157,203
Accounts receivable, net of allowance	103,327	141,915	245,242
Taxes receivable	2,337,092	-	2,337,092
Due from other governments	131,902	-	131,902
Other receivables	144,063	-	144,063
Leases receivable	271,993	443,181	715,174
Prepaid and other assets	225,116	-	225,116
Capital assets, not being depreciated	2,550,339	-	2,550,339
Capital assets, net of accumulated depreciation	15,432,673	-	15,432,673
Right-to-use assets, net of accumulated amortization	27,564	-	27,564
Total assets	32,714,687	1,251,681	33,966,368
DEFERRED OUTFLOWS OF RESOURCES			
Related to pensions	1,545,555	17,081	1,562,636
Total deferred outflows of resources	1,545,555	17,081	1,562,636
LIABILITIES			
Accounts payable	462,483	75,381	537,864
Accrued liabilities	519,261	3,809	523,070
Accrued interest payable	27,912	-	27,912
Unearned revenue	62,113	34,619	96,732
Noncurrent liabilities:			
Due within one year:			
Bonds, leases, compensated absences	515,443	1,998	517,441
Due in more than one year:			
Bonds, leases, compensated absences	833,956	2,998	836,954
Net pension liability - actuarially funded	1,209,045	13,362	1,222,407
Total liabilities	3,630,213	132,167	3,762,380
DEFERRED INFLOWS OF RESOURCES			
Related to leases	212,855	363,967	576,822
Related to pensions	7,965	88	8,053
Total deferred inflows of resources	220,820	364,055	584,875
NET POSITION			
Net investment in capital assets	16,967,281	-	16,967,281
Restricted for:			
Liquor law tax	93,167	-	93,167
Survey grant	1,145	-	1,145
Roads	2,333,531	-	2,333,531
Impact fees	1,507,581	-	1,507,581
Public safety	138,329	-	138,329
Public health and welfare	158,068	-	158,068
Community development	585,330	-	585,330
Parks, recreation, and public property	1,598,196	-	1,598,196
Unrestricted	7,026,581	772,540	7,799,121
Total net position	$ 30,409,209	$ 772,540	$ 31,181,749

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2025

Function/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenues and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenues and Changes in Net Position: Primary Government: Business-type Activities	Net (Expense) Revenues and Changes in Net Position: Primary Government: Total
PRIMARY GOVERNMENT:							
GOVERNMENTAL ACTIVITIES:							
General government	$ 5,877,631	$ 32,717	$ 697,567	$ -	$ (5,147,347)		$ (5,147,347)
Public safety	4,881,480	913,061	1,235,617	-	(2,732,802)		(2,732,802)
Public health and welfare	1,620,274	467,330	-	-	(1,152,944)		(1,152,944)
Public works	2,565,953	-	1,172,143	-	(1,393,810)		(1,393,810)
Parks, recreation, and culture	2,119,976	353,763	205,374	-	(1,560,839)		(1,560,839)
Economic development	227,598	1,966,140	268,709	-	2,007,251		2,007,251
Other	160,893	-	-	-	(160,893)		(160,893)
Interest	92,479	-	-	-	(92,479)		(92,479)
Total governmental activities	17,546,284	3,733,011	3,579,410	-	(10,233,863)		(10,233,863)
BUSINESS-TYPE ACTIVITIES:							
Garbage services	941,910	859,203	-	-	-	$ (82,707)	(82,707)
Rifle range	5,054	19,955	-	-	-	14,901	14,901
Airport	64,334	159,503	-	-	-	95,169	95,169
Total business-type activities	1,011,298	1,038,661	-	-	-	27,363	27,363
Total primary government	$ 18,557,582	$ 4,771,672	$ 3,579,410	$ -	(10,233,863)	27,363	(10,206,500)
GENERAL REVENUES AND TRANSFERS:							
Taxes:							
Property					6,563,773	-	6,563,773
General sales and use					4,954,588	-	4,954,588
Fee in lieu					495,654	-	495,654
Other					4,137	-	4,137
Impact fees					301,893	-	301,893
Interest and investment income					553,890	19,255	573,145
Proceeds from insurance					25,854	-	25,854
Gain (loss) on sale of capital assets					67,655	-	67,655
Miscellaneous					147,689	33,158	180,847
Transfers in (out)					(83,118)	83,118	-
Total general revenues and transfers					13,032,015	135,531	13,167,546
Change in net position					2,798,152	162,894	2,961,046
Net position - beginning (restated - Note 10)					27,611,057	609,646	28,220,703
Net position - ending					$ 30,409,209	$ 772,540	$ 31,181,749

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2025

	General Fund	Fair	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash, cash equivalents, and investments	$ 5,712,268	$ 141,906	$ 5,636,444	$ 11,490,618
Accounts receivable, net of allowance	103,327	-	-	103,327
Taxes receivable	1,768,200	-	568,892	2,337,092
Due from other governments	-	-	131,902	131,902
Other receivables	129,082	14,981	-	144,063
Leases receivable	-	242,993	29,000	271,993
Due from other funds	-	-	-	-
Prepaid and other assets	225,116	-	-	225,116
Total assets	$ 7,937,993	$ 399,880	$ 6,366,238	$ 14,704,111
LIABILITIES				
Accounts payable	$ 366,676	$ -	$ 95,807	$ 462,483
Accrued liabilities	493,393	-	25,868	519,261
Due to other funds	-	-	-	-
Unearned revenue	7,269	-	54,844	62,113
Total liabilities	867,338	-	176,519	1,043,857
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - ambulance receivable	55,323	-	-	55,323
Unavailable revenue - property taxes	46,071	-	6,074	52,145
Leases	-	212,855	-	212,855
Lease related - MBA lease	-	-	29,000	29,000
Total deferred inflows of resources	101,394	212,855	35,074	349,323
FUND BALANCES				
Nonspendable:				
Prepaid and other assets	225,116	30,138	-	255,254
Restricted for:				
Liquor law tax	93,167	-	-	93,167
Survey grant	1,145	-	-	1,145
Roads	-	-	2,333,531	2,333,531
Impact fees	-	-	1,507,581	1,507,581
Public safety	9,503	-	128,826	138,329
Public health and welfare	-	-	158,068	158,068
Community development	-	-	585,330	585,330
Parks, recreation, and public property	-	156,887	1,441,309	1,598,196
Assigned for:				
Community development	16,662	-	-	16,662
Unassigned (deficits)	6,623,668	-	-	6,623,668
Total fund balances	6,969,261	187,025	6,154,645	13,310,931
Total liabilities, deferred inflows of resources, and fund balances	$ 7,937,993	$ 399,880	$ 6,366,238	$ 14,704,111

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE GOVERNMENT-WIDE STATEMENT OF NET POSITION
December 31, 2025

Total fund balance per governmental funds balance sheet		$ 13,310,931
Amounts reported for governmental activities in the statement of net position are different because:		
Capital and right-to-use assets used in governmental activities are not financial resources, and therefore, are not reported in the governmental funds.		
Capital assets at cost	$ 32,030,848	
Accumulated depreciation	(14,047,836)	
Right-to-use assets	61,516	
Accumulated amortization	(33,952)	18,010,576
Other long-term assets (unearned revenue) that are not available soon enough to pay for current-period expenditures and therefore are deferred or not reported in the governmental funds.		
Ambulance revenues	55,323	
Property tax revenues	52,145	
MBA lease revenue	29,000	136,468
Differences between expected and actual experiences, assumption changes and net differences between projected and actual earnings and contributions subsequent to the measurement date for the postretirement benefits (URS pension) are recognized as deferred outflows of resources and deferred inflows of resources on the statement of net position.		
Deferred inflows related to pensions	(7,965)	
Deferred outflows related to pensions	1,545,555	1,537,590
Long-term liabilities that are not due and payable in the current period, and therefore, are not reported in the governmental funds.		
MBA of Morgan County lease bonds payable	(29,000)	
Financing lease-purchase agreements	(970,324)	
Leases payable	(16,059)	
Accrued interest payable on long-term debt	(27,912)	
Compensated absences	(334,016)	
Net pension asset (liability)	(1,209,045)	(2,586,356)
Net position of governmental activities		$ 30,409,209

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2025

	General Fund	Fair	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$ 8,989,466	$ -	$ 3,048,121	$ 12,037,587
Licenses and permits	1,801,281	-	-	1,801,281
Intergovernmental	897,249	14,981	1,467,180	2,379,410
Charges for services	1,288,434	118,666	207,660	1,614,760
Fines and forfeitures	291,017	-	1,796	292,813
Impact fees	-	-	301,893	301,893
Lease and rental revenue	3,665	25,141	16,101	44,907
Contributions and donations	-	77,270	16,580	93,850
Other revenues	1,262,386	4,244	1,567	1,268,197
Interest and investment income	486,753	9,456	57,681	553,890
Total revenues	15,020,251	249,758	5,118,579	20,388,588
EXPENDITURES				
Current:				
General government	5,781,716	-	(126,750)	5,654,966
Public safety	4,188,543	-	-	4,188,543
Public health and welfare	1,165,602	-	356,530	1,522,132
Public works	713,530	-	1,431,924	2,145,454
Parks, recreation, and culture	160,545	286,179	1,443,251	1,889,975
Economic development	-	-	227,598	227,598
Other	158,488	-	-	158,488
Capital outlay:				
General government	286,050	-	379,406	665,456
Public safety	2,235,381	-	-	2,235,381
Public health and welfare	199,058	-	-	199,058
Public works	12,046	-	145,477	157,523
Parks, recreation, and culture	983	5,000	794,091	800,074
Other	-	-	-	-
Debt service:				
Principal	315,631	-	17,547	333,178
Interest and other financial	65,982	-	1,959	67,941
Total expenditures	15,283,555	291,179	4,671,033	20,245,767
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(263,304)	(41,421)	447,546	142,821
OTHER FINANCING SOURCES (USES)				
Leases (as lessee)	173,308	-	-	173,308
Sale of general capital assets	218,428	-	-	218,428
Transfers in	1,110	-	601,803	602,913
Transfers out	(486,031)	-	(200,000)	(686,031)
Total other financing sources (uses)	(93,185)	-	401,803	308,618
Net change in fund balance	(356,489)	(41,421)	849,349	451,439
Fund balances - beginning (restated, Note 10)	7,325,750	228,446	5,305,296	12,859,492
Fund balances - ending	$ 6,969,261	$ 187,025	$ 6,154,645	$ 13,310,931

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2025

Net change in fund balances - total governmental funds		$ 451,439
Amounts reported for governmental activities in the Statement of Activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense:		
Capital outlays	$ 4,057,492	
Gain on disposal of assets and adjustments	74,757	
Depreciation and amortization expense	(1,483,188)	2,649,061
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds.		
Earned but unavailable charges for services and other	(5,750)	
Property taxes	(7,939)	
Lease revenue	(15,000)	(28,689)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		
Accrued interest on long-term debt	(24,538)	
Compensated absences	(219,275)	
Changes in pension assets/liabilities and related deferred outflows and inflows of resources	(189,716)	(433,529)
Bond and other debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position.		
Vehicle and equipment leases issued	(173,308)	
Principal paid on long-term obligations	333,178	159,870
Change in net position of governmental activities		$ 2,798,152

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
December 31, 2025

	Business-type Activities - Enterprise Funds			
	Garbage	Rifle Range	Airport	Total
ASSETS				
CURRENT ASSETS:				
Cash, cash equivalents, and investments	$ 521,615	$ 14,901	$ 130,069	$ 666,585
Accounts receivable, net of allowance	141,915	-	-	141,915
Leases receivable	-	-	443,181	443,181
Total current assets	663,530	14,901	573,250	1,251,681
Total assets	663,530	14,901	573,250	1,251,681
DEFERRED OUTFLOWS OF RESOURCES				
Related to pensions	17,081	-	-	17,081
Total deferred outflows of resources	17,081	-	-	17,081
LIABILITIES				
CURRENT LIABILITIES:				
Accounts payable	64,159	-	11,222	75,381
Accrued liabilities	3,290	-	519	3,809
Unearned revenue	34,619	-	-	34,619
Current portion of compensated absences	1,998	-	-	1,998
Total current liabilities	104,066	-	11,741	115,807
NONCURRENT LIABILITIES:				
Compensated absences, less current portion	2,998	-	-	2,998
Net pension liability	13,362	-	-	13,362
Total noncurrent liabilities	16,360	-	-	16,360
Total liabilities	120,426	-	11,741	132,167
DEFERRED INFLOWS OF RESOURCES				
Related to pensions	88	-	-	88
Related to leases	-	-	363,967	363,967
Total deferred inflows of resources	88	-	363,967	364,055
NET POSITION				
Unrestricted	560,097	14,901	197,542	772,540
Total net position	$ 560,097	$ 14,901	$ 197,542	$ 772,540

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended December 31, 2025

	Business-type Activities - Enterprise Funds			
	Garbage	Rifle Range	Airport	Total
OPERATING REVENUES				
Charges for services	$ 859,203	$ 19,955	$ 159,503	$ 1,038,661
Other	33,158	-	-	33,158
Total operating revenues	892,361	19,955	159,503	1,071,819
OPERATING EXPENSES				
Cost of services	678,415	-	-	678,415
Wages and benefits	60,388	-	13,680	74,068
Administrative, maintenance, and supplies	203,107	5,054	50,654	258,815
Total operating expenses	941,910	5,054	64,334	1,011,298
Operating income (loss)	(49,549)	14,901	95,169	60,521
NONOPERATING REVENUES (EXPENSES)				
Interest income	-	-	19,255	19,255
Transfers in	-	-	83,118	83,118
Total nonoperating revenues (expenses)	-	-	102,373	102,373
Change in net position	(49,549)	14,901	197,542	162,894
Net position - beginning	609,646	-	-	609,646
Net position - ending	$ 560,097	$ 14,901	$ 197,542	$ 772,540

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended December 31, 2025

	Business-type Activities - Enterprise Funds			
	Garbage	Rifle Range	Airport	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers and users	$ 863,284	$ 19,955	$ 80,289	$ 963,528
Payments to suppliers	(892,372)	(5,054)	(38,913)	(936,339)
Payments to employees	(56,830)	-	(13,680)	(70,510)
Net cash provided (used) by operating activities	(85,918)	14,901	27,696	(43,321)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers in (out), net	-	-	83,118	83,118
Net cash provided (used) by noncapital financing activities	-	-	83,118	83,118
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest income	-	-	19,255	19,255
Net change in investments	13,071	(14,485)	(126,441)	(127,855)
Net cash provided (used) by investing activities	13,071	(14,485)	(107,186)	(108,600)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(72,847)	416	3,628	(68,803)
CASH AND CASH EQUIVALENTS:				
Beginning of year	87,395	-	-	87,395
End of year (see Note 3)	$ 14,548	$ 416	$ 3,628	$ 18,592
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:				
Operating income (loss)	$ (49,549)	$ 14,901	$ 95,169	60,521
Adjustments to reconcile operating income to net cash provided (used) by operating activities:				
(Increase) Decrease in receivables	(30,944)	-	(79,214)	(110,158)
Increase (Decrease) in accounts payable and accrued liabilities	(10,850)	-	11,741	891
Increase (Decrease) in unearned revenue	1,867	-	-	1,867
Increase (Decrease) in compensated absences	1,466	-	-	1,466
Increase (Decrease) in net pension resources	2,092	-	-	2,092
Net cash provided (used) by operating activities	$ (85,918)	$ 14,901	$ 27,696	$ (43,321)

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
December 31, 2025

	Custodial Funds	
	Treasurer Fund	**Other Funds**
ASSETS		
Cash and cash equivalents	$ 6,181,643	$ 2,284,270
Taxes receivable	1,400,575	-
Total assets	$ 7,582,218	$ 2,284,270
LIABILITIES		
Taxes payable	$ 7,582,218	$ -
Subdivision bonds	-	2,106,823
Court trust payable	-	14,655
Due to other entities	-	162,792
Total liabilities	$ 7,582,218	$ 2,284,270
NET POSITION	$ -	$ -

The notes to the financial statements are an integral part of this statement

MORGAN COUNTY, UTAH
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Year Ended December 31, 2025

	Custodial Funds	
	Treasurer Fund	**Other Funds**
ADDITIONS		
Tax collections for other governments	$ 35,455,990	$ -
Miscellaneous	-	4,833,010
Total additions	35,455,990	4,833,010
DEDUCTIONS		
Tax disbursements to other governments	35,455,990	-
Payments to beneficiaries	-	4,833,010
Total deductions	35,455,990	4,833,010
Change in net position	-	-
Net position - beginning	-	-
Net position - ending	$ -	$ -

The notes to the financial statements are an integral part of this statement

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Morgan County, Utah (the County) is governed by a five-member elected body, one Commission member from each of the three districts and two members at large. As required by accounting principles generally accepted in the United States of America (GAAP), these financial statements present the County and its component units, entities for which the County is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the County's operations and so data from these units are combined with data of the primary government.

Blended component units - The following are blended in the accompanying general-purpose financial statements:

- *Municipal Building Authority of Morgan County (MBA)* - purpose is to issue revenue bonds for construction of buildings which are leased by the County.

- *Redevelopment Agency of Morgan County (RDA)* - purpose is to account for corridor preservation taxes which are held to reimburse the Utah Department of Transportation for its purchases of land for future transportation corridors through the County.

Blending means that component unit balances and transactions are combined with balances and transactions of the primary government. Although legally separate from the County, the above component units are blended because they are governed by a board comprised of the County Commission. The County retains fiscal responsibility for these entities. These entities are reported as a debt service fund and special revenue fund, respectively.

Public Infrastructure Districts (PIDs)

The County acting in its capacity as the creating authority for the following PIDs, adopted a resolution creating the following:

- ROAM Public Infrastructure District No. 1 (ROAM PID #1) and No. 2 (ROAM PID #2), and;
- Wasatch Peaks Ranch Public Infrastructure District (WPR PID).

The Office of the Lieutenant Governor of the State of Utah issued a Certificate of Creation for ROAM PID #1 and ROAM PID#2 on July 15, 2021 and WPR PID on April 3, 2023.

These PIDs have no employees, and all operations and administrative functions are contracted. These PIDs were established to provide financing for infrastructure improvements to facilitate development within the boundaries of the respective PID. These PIDs have the power to issue bonds for the purpose of paying all or part of the costs of acquiring, acquiring an interest in, improving, or extending certain public improvements, facilities, or property.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

These PIDs evaluated its reporting entity status in accordance with GASB Codification Section 2100, *Defining the Financial Reporting Entity*, and GASB Statement No. 14, *The Financial Reporting Entity*, as amended. Under those standards, a legally separate organization is a component unit of another government when the other government is financially accountable for the organization or when the nature and significance of the relationship are such that exclusion would cause the other government's financial statements to be misleading.

Management determined that these PIDs are not a component unit of the County. No other government appoints a voting majority of these PIDs' governing body and have the ability to impose its will on the PIDs or have a financial benefit or burden relationship with the PIDs. In addition, the PIDs are not fiscally dependent on another government in combination with a financial benefit or burden relationship, as the PIDs have the authority to determine its budget, levy taxes or set rates or charges, and issue bonded debt without substantive approval by another government.

Management also determined that the PIDs do not have a relationship with the County for which exclusion from that entity's financial statements would be misleading. Accordingly, each of the PIDs listed above are presented as a separate reporting entities and are not reported as a component unit of the County.

Description of government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the non-fiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

Basis of presentation - government-wide financial statements

While separate government-wide and fund financial statements are presented, they are interrelated. In the government-wide financial statements, the governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the government's enterprise funds. Separate fund financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though fiduciary funds are excluded from the government-wide financial statements.

Certain eliminations have been made as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34 in regard to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between governmental activities and business-type activities, which are presented as internal balances and are eliminated in the total primary government column.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of presentation - fund financial statements

The fund financial statements provide information about the County's funds, including its fiduciary funds and blended component units. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, with each major fund being displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The County reports the following major governmental funds:

- The *general fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

- The *special revenue fair fund* is used to account for specific revenues that are legally restricted to expenditures for particular purposes. The County utilizes this special revenue fund to account for County fair activities.

The County reports the following major proprietary funds:

- The *garbage services fund* accounts for the operations of the County's waste management system.
- The *rifle range fund* accounts for the operations of the County's rifle range.
- The *airport fund* accounts for the operations of the County's airport.

Additionally, the government reports the following fund types:

- *Fiduciary funds* include the District Court, Justice Court, the Treasurer Custodial Fund and Other Custodial Funds that are used to account for assets held by the County in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds. Custodial funds are custodial in nature (assets equal liabilities) and do not involve measurements of results of operations.

During the course of operations, the County has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds, as applicable. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental and business-type activities are eliminated so that only the net amount between governmental and business type activities are included as internal balances on the government-wide statement of net position.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental and business-type activities are eliminated so that only the net amount is included as transfers on the government-wide statement of activities.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement focus and basis of accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. Capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the County.

The proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. The custodial fund has no measurement focus but utilizes the accrual basis of accounting for reporting its assets and liabilities.

Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance

1. Cash, cash equivalents, and investments

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Utah State statutes authorize the County to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, and the State Treasurer's Investment Pool.

Investments for the County, as well as for its component units, are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Certain resources of the County's governmental funds are set aside for the following: Class B roads, transient room tax, restaurant tax, liquor law tax, tourism tax, emergency 911 fees, and impact fees as required by applicable federal and state regulations.

2. Prepaid items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

3. Receivables and payables

All trade, property, sales, and franchise tax receivables are shown net of an allowance for uncollectible accounts. Trade accounts receivable in excess of 90 days comprise the trade accounts receivable allowance for uncollectible accounts.

Sales taxes are collected by the State Tax Commission and remitted to the County monthly.

Property taxes are collected by the County Treasurer and remitted to the County shortly after collection. Property taxes are levied based on property values as of January 1 of each year, with liens posted as of the same date. Taxes are due and payable on November 1 and delinquent after 12 o'clock noon on November 30 of each year.

4. Leases receivable

The County's leases receivable are measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the leases. The deferred inflow of resources is recorded at the initiation of the leases in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of individual leases.

5. Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the County as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at cost.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As the County constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at cost. The reported value excludes normal maintenance and repairs which are costs related to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at estimated fair market value at the date of donation.

Land and construction in progress are not depreciated. Depreciable items of property, plant, equipment, and infrastructure of the County are depreciated using the straight-line method over the following estimated useful lives:

Asset type	Years
System Infrastructure	40
Buildings	30
Improvements other than buildings	10 - 20
Machinery and equipment	5 - 10
Vehicles	5

6. Right-to-use assets

The County has recorded right-to-use intangible assets as a result of implementing GASB 87 and 96. The right-to-use asset is initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to implementation of GASB 87 and 96 in the current year. The right-to-use asset is amortized on a straight-line basis over the life of the related lease.

The County recognizes a lease payable and an intangible right-to-use leased asset in the government-wide financial statements for individual values over $5,000. At the commencement of a lease, the County measures the lease payable at the present value of payments expected to be made during the lease term. Subsequently, the lease payable is reduced by the principal amount of the lease payments.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

8. Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) including additions to and deductions from URS's fiduciary net position, have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. Net position flow assumption

Sometimes the County will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

10. Fund balance flow assumption

Sometimes the County will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Government-wide financial statements

Net position represents the difference between assets and deferred outflows of resources, liabilities and deferred inflows of resources on the government-wide financial statements. Net position is classified in the following three categories:

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net investment in capital assets - Capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balance of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or 2) law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position that does not meet the definition of "restricted" or "net investment in capital assets"

Governmental fund financial statements

In the fund financial statements governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned, or Unassigned. Descriptions of each follow:

Nonspendable fund balance - Amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact, such as, prepaids, inventories, and leases. Leases represent a portion of fund balance that is not an available resource because they represent the year-end balance of the leases receivable in excess of the deferred inflow of resources for the leases receivable, which is not a spendable resource.

Restricted fund balance - Amounts reported if, (a) externally imposed by creditors, grantors, contributors, laws, regulations, or other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance - Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the County's highest level of decision making authority, the County Commission. The commitment can only be removed through the same action.

Assigned fund balance - Amounts that are constrained by the County's intent to be used for specific purposes but are neither restricted nor committed. This intent is expressed by either the County Commission or delegated by the County Commission to the Auditor’s office. It also includes all remaining amounts that are reported in governmental funds, other than the General Fund that are not classified as nonspendable, restricted nor committed or in the General Fund, that are intended to be used for specific purposes.

Unassigned fund balance - Residual classification of the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to a specific purpose within the General Fund.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues and expenditures/expenses

1. Program revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources, are reported as general revenues rather than as program revenues.

2. Property taxes

Property taxes attach as an enforceable lien on real property on January 1st of each year. Taxes are levied on property owners in July and are payable by November 30th. The County bills and collects property taxes for all taxing entities within the County through the Tax Collection Custodial Fund. Collections are periodically distributed to the taxing entities, with final settlement due March 31st of the subsequent year. The County records a receivable and deferred revenue for delinquent taxes, but no allowance for doubtful accounts is made as uncollected taxes are deemed to be substantially collectible or recoverable through foreclosure.

3. Compensated absences

The County's policy permits employees to accumulate earned but unused vacation and sick benefits. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignations or retirements. The County's policy allows for a maximum of 100 hours carryover of vacation into the next year. Sick leave can accumulate to a maximum of 960 hours carryover. The County pays all unused vacation days upon separation but does not compensate for any unused sick leave upon separation.

4. Proprietary funds operating and nonoperating revenues and expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the garbage fund is charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgetary information

Budgets are prepared and adopted, in accordance with State law, by the Morgan County Commission. Annual appropriated budgets are adopted for the general and special revenue funds. Budgets must be adopted on or before December 31st for the following fiscal year, beginning January 1. Budgets may be increased by resolution of the Morgan County Commission at any time during the year. A public hearing must be held regarding any proposed increase in a fund's appropriations. Budgets are adopted at departmental levels. Budget amendments are required only when excess expenditures occur at the departmental level for the General Fund and at the fund level for all other funds. Appropriations lapse at December 31.

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Utah State law states that expenditures being made in excess of those budgeted, is an illegally created debt in violation of the Utah Constitution. As such the total illegally created deficit should be budgeted to be made up in the following fiscal year. Deficits arising from emergencies are not illegal and may be retired over 5 years. As of December 31, 2025, no funds had a deficit fund balance.

Excess of expenditures over appropriations

For the year ended December 31, 2025, expenditures exceeded appropriations in the following departments, which were primarily caused from noncash transactions for the execution of new lease agreements and donated capital assets.

	Variance
General fund	
General government:	
Information technology	$ 2,251
Public Safety:	
Records clerk	208
Fleet management	1,655,977
Public works:	
Roads and highways	902
Parks, recreation, and culture:	
Roads and highways	1,799

Utah State law allows for any unassigned fund balance in excess of 5% of the total revenues of the General Fund to be utilized for budget purposes. The law also allows for the accumulation of a fund balance in the General Fund in an amount equal to 65% of the total estimated revenue of the General Fund. In the event that the fund balance, at the end of the fiscal year, is in excess of that allowed, the County has one year to determine an appropriate use and then the excess must be included as an available resource in the General Fund budget. For the year ending December 31, 2025, the County is not over 65% of the total estimated limit of revenue in the General Fund.

NOTE 3 – DEPOSITS AND INVESTMENTS

Cash and investments

The County follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of Entity funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Commission.

The County maintains a cash and investment pool that is used by all funds. Each major fund's portion of this pool, and the aggregate portion of the pool relating to nonmajor funds and internal service funds, is displayed on the balance sheet for governmental funds and the statement of net position for proprietary funds, respectively, as "cash and investments." Total nonfiduciary cash and investments is also reflected on the government-wide statement of net position. As of December 31, 2025, cash and investments was comprised of the following:

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Fiduciary Funds
Cash and investments:				
Cash and cash equivalents	$ 54,956	$ 18,592	$ 73,548	$ 8,465,913
Restricted cash and cash equivalents	265,512	-	265,512	-
Investments	11,170,150	647,993	11,818,143	-
Total cash and investments	$ 11,490,618	$ 666,585	$ 12,157,203	$ 8,465,913

Deposits

Custodial Credit Risk - Deposits - Custodial credit risk for deposits is the risk that in the event of a bank failure, the local government's deposits may not be recovered. The County's policy for managing custodial credit risk is to adhere to the Money Management Act. As of December 31, 2025, $8,304,973 of the local government's bank balances of $8,804,973 were uninsured and uncollateralized. $8,465,913 of the bank balances were fiduciary funds.

Investments

The State of Utah Money Management Commission has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment of public funds.

The Money Management Act defines the types of securities authorized as appropriate investments for the County's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

State statutes authorize the County to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares or certificates in a money market mutual fund as defined in the Money Management Act; and the Utah State Public Treasurers' Investment Fund.

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with the SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Commission which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Fair Value of Investments - The County measures and records its investments using fair value measurement guidelines established by GAAP. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets
- Level 2: Observable inputs other than quoted market prices
- Level 3: Unobservable inputs

	Fair Value Measurements Using			
	Total	Level 1	Level 2	Level 3
Certificates of Deposit	$ 115,724	$ -	$ 115,724	$ -
Corporate Bonds	1,733,810	-	1,733,810	-
Utah State Treasurers' Investment Fund	8,806,670	-	8,806,670	-
U.S. Obligations	1,161,939	-	1,161,939	-
Total investments measured at fair value	$ 11,818,143	$ -	$ 11,818,143	$ -

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Corporate and Municipal Bonds: quoted prices for similar securities in active markets;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each investment type;
- Utah Public Treasurers' Investment Fund: application of the December 31, 2025 fair value factor, as calculated by the Utah State Treasurer, to the Entity's average daily balance in the Fund.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The County's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Money Management Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed rate corporate obligations to 270 days - 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the State to 5 years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 3 years.

As of December 31, 2025, the County's investments had the following maturities:

	Investment Maturities (in years)			
	Total	Less than 1	1-5	6 or more
Certificates of Deposit	$ 115,724	$ 115,724	$ -	$ -
Corporate Bonds	1,733,810	97,686	1,636,124	-
Utah State Treasurers' Investment Fund	8,806,670	8,806,670	-	-
U.S. Obligations	1,161,939	99,774	1,062,165	-
Total investments measured at fair value	$ 11,818,143	$ 9,119,854	$ 2,698,289	$ -

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The County's policy for reducing its exposure to credit risk is to comply with the State's Money Management Act, as previously discussed.

	Quality Ratings			
	Total	A - rated	B - rated	Unrated
Certificates of Deposit	$ 115,724	$ -	$ -	$ 115,724
Corporate Bonds	1,733,810	1,733,810	-	-
Utah State Treasurers' Investment Fund	8,806,670	-	-	8,806,670
U.S. Obligations	1,161,939	1,161,939	-	-
Total investments measured at fair value	$ 11,818,143	$ 2,895,749	$ -	$ 8,922,394

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The County's policy for reducing this risk of loss is to comply with the Rules of the Money Management Commission. Rule 17 of the Money Management Commission limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Custodial Credit Risk - Investments - For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments that are in the possession of an outside party. The County is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Commission requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based upon the participants' average daily balances.

NOTE 4 – RECEIVABLES

Receivables as of December 31, 2025 for the County's governmental and enterprise funds are as follows:

	Governmental Actvities	Business-type Activities	
	General	Garbage	Total
Accounts receivable:			
Ambulance	$ 249,018	$ -	$ 249,018
Other	-	145,674	145,674
	249,018	145,674	394,692
Less: allowance for uncollectibles	(145,691)	(3,759)	(149,450)
Accounts, net of allowance	$ 103,327	$ 141,915	$ 245,242

Governmental funds report deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of deferred revenue and unearned revenue reported in the governmental funds were as follows:

	Unavailable	Unearned
Delinquent ambulance receivable	$ 55,323	$ -
Property taxes	52,145	-
Other revenue	-	7,269
MBA lease revenue	29,000	-
Other lease revenue	212,855	-
Recreation registration fees	-	17,206
	$ 349,323	$ 24,475

NOTE 4 – RECEIVABLES (Continued)

Leases receivable

The County's Municipal Building Authority (MBA) constructed a fire station in Mountain Green, Utah in 2002. The County is leasing the fire station to the Mountain Green Fire Protection District under a lease contract between the MBA and the District. At the end of the lease, the title to the property will be transferred to the Mountain Green Fire Protection District. The future minimum lease payments receivable are as follows:

For the year ending December 31,	Principal	Interest	Total
2026	$ 15,000	$ 725	$ 15,725
2027	14,000	350	14,350
	$ 29,000	$ 1,075	$ 30,075

The County leases land to various organizations and individuals at the County airport. The tenants have constructed hangers and pay a monthly lease that increases at 2 percent per annum. At different dates, agreements have been signed for 30-year terms, with current leases that extend through 2051. Monthly payments during 2025 ranged from approximately $60 to $1,800.

The County leases land (approximately 3600 square feet) for access and utility easements. The tenant has constructed a cell tower and pays a monthly lease that increases at 4 percent per annum. The agreement includes 5 additional successive terms of 5 years. Each renewal term shall be deemed extended unless tenants provide prior notification. The County expects the lease to be extended through at least the end of 2034.

Future minimum lease payments receivable are as follows:

For the year ending December 31,	Principal	Interest	Total
2026	$ 25,791	$ 27,760	$ 53,551
2027	28,422	26,747	55,169
2028	31,211	25,630	56,841
2029	34,167	24,403	58,570
2030	37,298	23,058	60,356
2031-2035	200,806	91,163	291,969
2036-2040	93,889	64,074	157,963
2041-2045	109,737	42,422	152,159
2046-2050	113,396	17,919	131,315
2051	11,457	590	12,047
	$ 686,174	$ 343,766	$ 1,029,940

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets, not being depreciated:				
Land	$ 1,489,766	$ -	$ -	$ 1,489,766
Water rights	7,000	-	-	7,000
Works of art	24,200	-	-	24,200
Construction-in-progress	665,366	1,615,546	(1,251,539)	1,029,373
Total capital assets, not being depreciated	2,186,332	1,615,546	(1,251,539)	2,550,339
Capital assets, being depreciated:				
Buildings	5,919,797	-	-	5,919,797
Improvements	4,192,281	521,707	-	4,713,988
Machinery and equipment	7,185,140	2,670,265	(574,051)	9,281,354
Infrastructure	8,826,219	739,151	-	9,565,370
Total capital assets, being depreciated	26,123,437	3,931,123	(574,051)	29,480,509
Accumulated depreciation:				
Buildings	(3,613,600)	(119,710)	-	(3,733,310)
Improvements	(2,219,285)	(180,805)	-	(2,400,090)
Machinery and equipment	(4,849,621)	(889,790)	423,278	(5,316,133)
Infrastructure	(2,307,983)	(290,320)	-	(2,598,303)
Total accumulated depreciation	(12,990,489)	(1,480,625)	423,278	(14,047,836)
Total capital assets, net of accumulated depreciation	13,132,948	2,450,498	(150,773)	15,432,673
Total governmental activities capital assets, net	$ 15,319,280	$ 4,066,044	$ (1,402,312)	$ 17,983,012

Right to use assets

Right to use asset activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Right-to-use assets, being amortized:				
Machinery and equipment	$ 61,516	$ -	$ -	$ 61,516
Less: accumulated amortization				
Machinery and equipment	(19,281)	(14,671)	-	(33,952)
Total right-to-use assets, net	$ 42,235	$ (14,671)	$ -	$ 27,564

NOTE 5 – CAPITAL ASSETS (Continued)

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities:		
General government	$	279,222
Public safety		530,619
Public health and welfare		74,307
Public works		399,279
Parks, recreation, and culture		199,761
Total depreciation and amortization expense	$	1,483,188

There are no capital assets related to business-type activities as of December 31, 2025.

NOTE 6 – LONG-TERM OBLIGATIONS

Leases Payable

During February 2023, the County entered into an agreement to lease a truck. The lease agreement qualifies as a lease under GASB 87, *Leases*, and therefore, has been recorded at the present value of the remaining future minimum lease payments. The lease requires monthly payments of $1,370 and the lease liability is measured at a discount rate of 18.10 percent.

Consequently, the County also recorded right to use assets with a net book value of $42,235 as of December 31, 2025, as described in Note 5.

The lease liability as of December 31, 2025, was as follows:

Description	Discount rate	Amount	
2022 Ram 2500 Vin#5053	18.10%	$	16,059
		$	16,059

The future minimum lease obligations and net present value of these minimum lease payments as of December 31, 2025, were as follows:

For the year ended December 31,	Principal	Interest	Total
2026	$ 14,710	$ 1,726	$ 16,436
2027	1,349	-	1,349
	$ 16,059	$ 1,726	$ 17,785

NOTE 6 – LONG-TERM OBLIGATIONS (Continued)

Financing Lease-Purchase Agreements

The County has entered into financing lease-purchase agreements, as a lessee, to finance the acquisition of vehicles for the sheriff and public works departments for the year ended December 31, 2025. The lease arrangements for these vehicles are such that ownership transfers to the County immediately upon signing each purchase agreement. Thus, each purchase arrangement is treated as a financing mechanism, and is not deemed by management to be governed by GASB 87.

The balances remaining on assets acquired through these agreements are as follows:

Description	Interest rate	Amount
2020 Mack truck	2.99%	$ 41,821
2020 Dump truck	2.99%	42,697
2022 Mack Truck	6.00%	120,731
John Deere Loader	3.87%	61,774
2023 F-150 VIN#9971	5.85%	5,701
2023 F-150 VIN#0706	5.85%	7,075
2023 F-150 VIN#9851	5.85%	7,467
2023 F-150 VIN#9804	5.85%	7,767
2023 Ram 1500 VIN#2226	5.85%	14,364
2024 Pierce Fire Truck VIN#6762	5.70%	545,965
2025 F-150 VIN#7186	5.85%	28,842
2025 F-150 VIN#6520	5.85%	28,842
2025 F-150 VIN#6521	5.85%	28,639
2025 F-150 VIN#7143	5.85%	28,639
		$ 970,324

Debt service requirements as of December 31, 2025, were as follows:

For the year ended December 31,	Principal	Interest	Total
2026	$ 285,324	$ 51,305	$ 336,629
2027	169,530	36,201	205,731
2028	116,230	26,778	143,008
2029	99,331	20,207	119,538
2030	69,507	15,205	84,712
2031 - 2033	230,402	23,746	254,148
	$ 970,324	$ 173,442	$ 1,143,766

NOTE 6 – LONG-TERM OBLIGATIONS (Continued)

Revenue Bonds

The government also issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. The 2002 MBA Lease Revenue Bond with an original amount of $289,795 matures in 2027 with annual installments of $14,350 to $16,100.

Description	Interest rate	Amount
Mountain Green Fire Station		
Lease Revenue , Series 2002	2.50%	$ 29,000

Revenue bond annual debt service requirements to maturity are as follows:

For the year ended December 31,	Principal	Interest	Total
2026	$ 15,000	$ 725	$ 15,725
2027	14,000	350	14,350
	$ 29,000	$ 1,075	$ 30,075

NOTE 6 – LONG-TERM OBLIGATIONS (Continued)

Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due in One Year
Governmental activities					
Leases payable:					
2022 Ram 2500 Vin#5053	$ 28,349	$ -	$ (12,290)	$ 16,059	$ 14,710
Total	28,349	-	(12,290)	16,059	14,710
Financing lease-purchase agreements:					
2020 Mack truck	82,423	-	(40,602)	41,821	41,820
2020 Dump truck	84,110	-	(41,413)	42,697	42,697
2022 Mack Truck	146,331	-	(25,600)	120,731	27,314
2023 Ram 1500 Vin#1669	5,521	-	(5,521)	-	-
2022 Dodge Durango Pursuit Vin#2566	12,327	-	(12,327)	-	-
2022 Dodge Durango Pursuit Vin#2650	12,439	-	(12,439)	-	-
John Deere Loader	79,429	-	(17,655)	61,774	19,048
2023 F-150 VIN#9971	10,611	-	(4,910)	5,701	5,700
2023 F-150 VIN#0706	13,353	-	(6,278)	7,075	7,074
2023 F-150 VIN#9851	14,028	-	(6,561)	7,467	7,466
2023 F-150 VIN#9804	14,658	-	(6,891)	7,767	7,765
2023 Ram 1500 VIN#2226	27,430	-	(13,066)	14,364	14,363
2024 Pierce Fire Truck VIN#6762	600,244	-	(54,279)	545,965	57,031
2025 F-150 VIN#7186	-	43,327	(14,485)	28,842	13,810
2025 F-150 VIN#6520	-	43,327	(14,485)	28,842	13,810
2025 F-150 VIN#6521	-	43,327	(14,688)	28,639	13,713
2025 F-150 VIN#7143	-	43,327	(14,688)	28,639	13,713
Total	1,102,904	173,308	(305,888)	970,324	285,324
Bonds payable:					
Mountain Green Fire Station	44,000	-	(15,000)	29,000	15,000
Other long-term liabilities:					
Net pension liability	888,371	320,674	-	1,209,045	-
Compensated absences	114,741	219,275	-	334,016	200,409
Governmental activities,					
long-term liabilities	$ 2,178,365	$ 713,257	$ (333,178)	$ 2,558,444	$ 515,443
Business-type activities					
Other long-term liabilities:					
Net pension liability	$ 9,811	$ 3,551	$ -	$ 13,362	$ -
Compensated absences	3,530	1,466	-	4,996	1,998
Business-type activities,					
long-term liabilities	$ 13,341	$ 5,017	$ -	$ 18,358	$ 1,998

NOTE 7 - PENSION PLANS

General Information about the Pension Plan

Plan description

Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following Pension Trust Funds:

Defined Benefit Plans

- Public Employees Noncontributory Retirement System (Noncontributory System);
- The Public Safety Retirement System (Public Safety System) is a mixed agent and cost-sharing, multiple-employer retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System) is a multiple employer cost sharing public employee retirement system;
- Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters System) is a multiple employer, cost sharing, public employee retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S., Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

NOTE 7 - PENSION PLANS (Continued)

Summary of Benefits by System

Benefits provided: URS provides retirement, disability, and death benefits.

Retirement benefits are as follows:

System	Final Average Salary	Years of Service Required and/or Age Eligible for Benefit	Benefit Percent Per Year of Service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.5% per year up to 20 years; 2.0% per year over 20 years	Up to 2.5% or 4% depending upon employer
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.50%
Tier 2 Public Safety and Firefighter System	Highest 5 years	25 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year to June 2020; 2.00% per year July 2020 to present	Up to 2.50%

*Actuarial reductions are applied.

**All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

NOTE 7 - PENSION PLANS (Continued)

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the Utah State Retirement Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable), is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of December 31, 2025 are as follows:

	Tier 1 - DB System			Tier 2 - DB Hybrid System				Tier 2 - 401(k) Option			
	Employee	Employer	ER 401(k)	Tier 2 Fund	Employee	Employer	ER 401(k)	Tier 2 Fund	Employee	Employer	ER 401(k)
Noncontributory System											
15- Local Government	-	15.97	-	111	0.81	14.19	-	211	-	4.19	10.00
Public Safety System Noncontributory											
43- Other Div A with 2.5% COLA	-	33.04	-	122	4.73	24.83	-	222	-	10.83	14.00
Firefighters Retirement System											
31- Other Division A	15.05	1.61	-	132	4.73	14.08	-	232	-	0.08	14.00

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For fiscal year ended December 31, 2025, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	$ 145,607	$ -
Public Safety System	279,319	-
Tier 2 Public Employees System	221,515	11,737
Tier 2 Public Safety and Firefighter	125,171	22,668
Tier 2 DC Only System	37,450	-
Tier 2 DC Public Safety and Firefighter System	85	-
Total Contributions	$ 809,147	$ 34,405

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

NOTE 7 - PENSION PLANS (Continued)

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions

At December 31, 2025, we reported a net pension liability of $1,222,407 and a net pension asset of $0.

	Measurement Date: December 31, 2024				
	Net Pension Liability	Net Pension Asset	Proportionate Share	Proportionate Share December 31, 2023	Change (Decrease)
Noncontributory System	$ 377,302	$ -	0.1189807%	0.1239850%	-0.0050043%
Public Safety System	681,764	-	0.4406146%	0.3571755%	0.0834391%
Tier 2 Public Employees System	130,455	-	0.0437419%	0.0399598%	0.0037821%
Tier 2 Public Safety and Firefighter	32,886	-	0.0727120%	0.0583881%	0.0143239%
Total Net Pension Asset / Liability	$ 1,222,407	$ -			

The net pension asset and liability were measured as of December 31, 2024, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2024 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended December 31, 2025, we recognized pension expense of $990,462.

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 373,167	$ 2,627
Changes in assumptions	93,224	530
Net difference between projected and actual earnings on pension plan investments	242,112	-
Changes in proportion and differences between contributions and proportionate share of contributions	44,987	4,896
Contributions subsequent to the measurement date	809,146	-
Total	$ 1,562,636	$ 8,053

NOTE 7 - PENSION PLANS (Continued)

$809,146 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ 336,760
2026	403,960
2027	(82,440)
2028	(2,403)
2029	35,745
Thereafter	53,815

NOTE 7 - PENSION PLANS (Continued)

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2025, we recognized pension expense of $344,444.

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 224,818	$ -
Changes in assumptions	31,210	-
Net difference between projected and actual earnings on pension plan investments	113,649	-
Changes in proportion and differences between contributions and proportionate share of contributions	342	680
Contributions subsequent to the measurement date	145,607	-
Total	$ 515,626	$ 680

$145,607 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ 215,852
2026	208,023
2027	(46,115)
2028	(8,421)
2029	-
Thereafter	-

NOTE 7 - PENSION PLANS (Continued)

Public Safety System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2025, we recognized pension expense of $456,681.

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 72,043	$ -
Changes in assumptions	-	-
Net difference between projected and actual earnings on pension plan investments	117,993	-
Changes in proportion and differences between contributions and proportionate share of contributions	23,536	-
Contributions subsequent to the measurement date	279,319	-
Total	$ 492,891	$ -

$279,319 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ 102,703
2026	167,483
2027	(47,926)
2028	(8,688)
2029	-
Thereafter	-

NOTE 7 - PENSION PLANS (Continued)

Firefighters System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2025, we recognized pension expense of ($102).

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ -
Changes in assumptions	-	-
Net difference between projected and actual earnings on pension plan investments	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	-	3
Contributions subsequent to the measurement date	-	-
Total	$ -	$ 3

$0 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ (3)
2026	-
2027	-
2028	-
2029	-
Thereafter	-

NOTE 7 - PENSION PLANS (Continued)

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2025, we recognized pension expense of $142,078.

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 56,397	$ 899
Changes in assumptions	43,570	13
Net difference between projected and actual earnings on pension plan investments	8,338	-
Changes in proportion and differences between contributions and proportionate share of contributions	17,638	994
Contributions subsequent to the measurement date	258,964	-
Total	$ 384,907	$ 1,906

$258,964 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ 14,636
2026	22,828
2027	9,621
2028	11,918
2029	28,858
Thereafter	36,175

NOTE 7 - PENSION PLANS (Continued)

Tier 2 Public Safety and Firefighter Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2025, we recognized pension expense of $47,362.

At December 31, 2025 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 19,909	$ 1,728
Changes in assumptions	18,444	517
Net difference between projected and actual earnings on pension plan investments	2,132	-
Changes in proportion and differences between contributions and proportionate share of contributions	3,471	3,219
Contributions subsequent to the measurement date	125,256	-
Total	$ 169,212	$ 5,464

$125,256 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2024.

These contributions will be recognized as reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (Inflows) of Resources
2025	$ 3,572
2026	5,626
2027	1,980
2028	2,788
2029	6,887
Thereafter	17,640

NOTE 7 - PENSION PLANS (Continued)

Actuarial Assumptions

The total pension liability in the December 31, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 percent
Salary increases	3.5 - 9.5 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were developed from an actuarial experience study dated January 1, 2023. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using the ultimate rates from the MP-2020 improvement scale using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2024, valuation were based on the results of an actuarial experience study for the period ending December 31, 2022.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Expected Return Arithmetic Basis		
Asset Class	Target Asset Allocation	Real Return Arithmetic Basis	Long-Term Expected Portfolio Real Rate of Return
Equity securities	35.00%	7.01%	2.45%
Debt securities	20.00%	2.54%	0.51%
Real assets	18.00%	5.45%	0.98%
Private equity	12.00%	10.05%	1.21%
Absolute return	15.00%	4.36%	0.65%
Cash and cash equivalents	0.00%	0.49%	0.00%
Totals	100.00%		5.80%
Inflation			2.50%
Expected arithmetic nominal return			8.30%

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, and a real return of 4.35% that is net of investment expense.

NOTE 7 - PENSION PLANS (Continued)

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

System	1% Decrease of 5.85%	Discount Rate of 6.85%	1% Increase of 7.85%
Noncontributory System	$ 1,595,676	$ 377,302	$ (644,520)
Public Safety System	2,094,476	681,764	(470,988)
Tier 2 Public Employees System	389,638	130,455	(71,163)
Tier 2 Public Safety and Firefighter	112,141	32,886	(30,478)
Total	$ 4,191,931	$ 1,222,407	$ (1,217,149)

***Pension plan fiduciary net position: Detailed information about the pension plans fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plan

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

Morgan County participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- 401(k) Plan
- 457(b) Plan
- Roth IRA Plan
- Traditional IRA Plan

NOTE 7 - PENSION PLANS (Continued)

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were as follows:

	2025	2024	2023
401(k) Plan			
Employer Contributions	$ 101,799	$ 63,866	$ 45,195
Employee Contributions	118,855	95,297	92,468
457(b) Plan			
Employer Contributions	-	-	-
Employee Contributions	13,943	12,513	5,970
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	21,814	10,955	7,131
Traditional IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	2,600	1,950	1,100

NOTE 8 - OTHER INFORMATION

Risk management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance purchased from independent third parties. The County is a member of the Utah Counties Insurance Pool (UCIP), a public entity risk pool operating as a common risk management and insurance program for Utah Counties. The County pays an annual premium to UCIP for its general insurance coverage.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

NOTE 9 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 30, 2026, the date that the financial statements were available to be issued. There have been no subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet.

NOTE 10 – PRIOR PERIOD ADJUSTMENTS/RECLASSIFICATIONS

The County has elected to record prior period adjustments for the following:

Custodial Subdivision Bonds

Over the last few years, the County has been attempting to reconcile the custodial subdivision bonds. During the current year, the County noted balances that were recorded in the general fund which should have been recorded in the custodial funds.

Interest Income

The County failed to allocate interest income from the general fund to the impact fees fund in the prior year.

Economic Development

The County in a prior period recorded expenditures to the economic development fund that should have been recorded in the tourism fund.

The following table represents the prior period adjustments as described above:

	General Fund	Impact Fees Fund	Economic Development Fund	Tourism Fund	Governmental Activities
Fund balance/Net position, as of December 31, 2024, as previously reported	$ 7,816,531	$ 1,207,464	$ (44,764)	$ 294,422	$ 28,041,835
Error corrections:					
Custodial subdivision bonds	(430,778)	-	-	-	(430,778)
Interest income	(60,003)	60,003	-	-	-
Economic development and tourism	-	-	44,764	(44,764)	-
Fund balance/Net position, as of December 31, 2024, as restated	$ 7,325,750	$ 1,267,467	$ -	$ 249,658	$ 27,611,057

REQUIRED SUPPLEMENTAL INFORMATION

MORGAN COUNTY, UTAH
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended December 31, 2025

	Budgeted Amounts		Actual Amounts	Variance: Original to Final Budget	Variance: Final Budget to Actual
	Original	Final			
REVENUES					
Taxes:					
Property, current	$ 3,973,457	$ 4,412,908	$ 4,273,304	$ 439,451	$ (139,604)
Property, delinquent	125,000	126,400	283,778	1,400	157,378
Fee in lieu	362,000	362,000	433,703	-	71,703
Assessing and collecting	697,837	769,971	807,976	72,134	38,005
Sales and use	2,888,622	2,888,622	3,132,040	-	243,418
Penalties and interest	47,254	47,254	58,665	-	11,411
Total taxes	8,094,170	8,607,155	8,989,466	512,985	382,311
Licenses and permits:					
Building permits	2,771,669	2,805,669	1,519,641	34,000	(1,286,028)
Business licenses	22,987	22,987	71,769	-	48,782
Conditional use licenses	150,000	150,000	206,576	-	56,576
Marriage licenses	660	660	820	-	160
Animal licenses	3,000	3,000	2,475	-	(525)
Total licenses and permits	2,948,316	2,982,316	1,801,281	34,000	(1,181,035)
Intergovernmental:					
Federal grants	121,890	138,640	99,255	16,750	(39,385)
State grants	352,019	527,766	359,015	175,747	(168,751)
State liquor allotment	22,000	22,000	-	-	(22,000)
Shared revenue from other governments	350,000	558,203	438,979	208,203	(119,224)
Total intergovernmental	845,909	1,246,609	897,249	400,700	(349,360)
Charges for services:					
Recording fees	188,777	188,777	166,798	-	(21,979)
Planning and zoning	86,819	86,819	30,406	-	(56,413)
Ambulance fees	335,000	381,800	540,211	46,800	158,411
Parks and recreation	-	-	-	-	-
Other fees	276,961	1,359,023	551,019	1,082,062	(808,004)
Total charges for services	887,557	2,016,419	1,288,434	1,128,862	(727,985)
Fines and forfeitures	202,500	202,500	291,017	-	88,517
Lease and rental revenue:					
Airport	-	-	-	-	-
Parks and recreation	-	-	600	-	600
Other	2,500	2,500	3,065	-	565
Total lease and rental revenue	2,500	2,500	3,665	-	1,165
Other revenue	100,000	159,086	1,262,386	59,086	1,103,300
Investment earnings	410,053	410,053	486,753	-	76,700
Total revenues	$ 13,491,005	$ 15,626,638	$ 15,020,251	$ 2,135,633	$ (606,387)

MORGAN COUNTY, UTAH
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL FUND (Continued)
For the Year Ended December 31, 2025

	Budgeted Amounts		Actual Amounts	Variance: Original to Final Budget	Variance: Final Budget to Actual
	Original	Final			
EXPENDITURES					
General government:					
County council	$ 189,108	$ 209,108	$ 202,181	$ 20,000	$ (6,927)
Justice of the peace	80,132	80,132	77,439	-	(2,693)
Attorney for the indigent	-	81,589	64,560	81,589	(17,029)
Microfilming	-	-	-	-	-
Clerk/Auditor	185,472	435,384	369,248	249,912	(66,136)
Treasurer	98,623	314,665	247,844	216,042	(66,821)
Recorder	161,301	642,916	623,004	481,615	(19,912)
Attorney	183,009	578,291	512,315	395,282	(65,976)
Assessor	99,753	500,238	494,074	400,485	(6,164)
Surveyor	-	-	-	-	-
Human resources	167,419	168,819	166,174	1,400	(2,645)
Information technology	98,727	474,719	476,970	375,992	2,251
Non-departmental	1,354,439	1,526,777	1,136,196	172,338	(390,581)
Buildings and grounds	158,364	284,364	274,684	126,000	(9,680)
Elections	-	-	-	-	-
Community development	529,152	1,433,588	1,195,829	904,436	(237,759)
GIS	59,245	59,245	18,239	-	(41,006)
Administrative manager	200,050	203,750	200,297	3,700	(3,453)
Fleet management	6,000	10,162	8,712	4,162	(1,450)
Total general government	3,570,794	7,003,747	6,067,766	3,432,953	(935,981)
Public safety:					
Sheriff's office	817,482	2,940,387	2,767,108	2,122,905	(173,279)
Records clerk	72,047	217,474	217,682	145,427	208
Dispatch services	-	312,000	303,926	312,000	(8,074)
Liquor law enforcement	212	26,512	24,755	26,300	(1,757)
County fire department	55,051	551,165	464,431	496,114	(86,734)
Cooperative fire department	-	140,500	131,396	140,500	(9,104)
County jail	320,000	320,000	80,944	-	(239,056)
Animal control	89,214	90,814	83,695	1,600	(7,119)
Emergency management	114,905	225,000	170,421	110,095	(54,579)
Fleet management	364,000	905,202	2,561,179	541,202	1,655,977
Total public safety	1,832,911	5,729,054	6,805,537	3,896,143	1,076,483
Public health and welfare:					
Ambulance	193,970	1,529,841	1,344,454	1,335,871	(185,387)
Fleet management	(33,546)	372,454	20,206	406,000	(352,248)
Total public health and welfare	160,424	1,902,295	1,364,660	1,741,871	(537,635)
Public works:					
Roads and highways	620,809	721,885	722,787	101,076	902
Weed department	-	-	-	-	-
Fleet management	160,500	160,500	2,789	-	(157,711)
Total public works	781,309	882,385	725,576	101,076	(156,809)
Parks, recreation, and culture:					
Parks	136,368	189,109	146,203	52,741	(42,906)
Airport	-	-	1,799	-	1,799
Recreation	-	-	(3,549)	-	(3,549)
Fair	18,447	18,447	17,075	-	(1,372)
Total parks, recreation, and culture	154,815	207,556	161,528	52,741	(46,028)
Other expenditures:					
Television tower	-	5,300	480	5,300	(4,820)
Extension service	5,410	169,711	158,008	164,301	(11,703)
Total other expenditures	5,410	175,011	158,488	169,601	(16,523)
Total expenditures	6,505,663	15,900,048	15,283,555	9,394,385	(616,493)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,985,342	(273,410)	(263,304)	(7,258,752)	10,106
OTHER FINANCING SOURCES (USES)					
Leases (as lessee)	-	-	173,308	-	173,308
Sale of general capital assets	-	-	218,428	-	218,428
Transfers out	(204,031)	(528,949)	(486,031)	(324,918)	42,918
NET CHANGE IN FUND BALANCES	$ 6,781,311	$ (802,359)	$ (356,489)	$ (7,583,670)	$ 445,870

MORGAN COUNTY, UTAH
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - FAIR FUND
For the Year Ended December 31, 2025

	Budgeted Amounts		Actual Amounts	Variance: Original to Final Budget	Variance: Final Budget to Actual
	Original	Final			
REVENUES					
Intergovernmental	$ -	$ -	$ 14,981	$ -	$ 14,981
Charges for services	98,000	98,000	118,666	-	20,666
Lease and rental revenue	26,532	26,532	25,141	-	(1,391)
Contributions and donations	87,000	87,000	77,270	-	(9,730)
Other revenues	-	-	4,244	-	4,244
Interest and investment income	-	-	9,456	-	9,456
Total revenues	211,532	211,532	249,758	-	38,226
EXPENDITURES					
Parks, recreation, and culture	-	361,532	291,179	361,532	(70,353)
Total expenditures	-	361,532	291,179	361,532	(70,353)
NET CHANGE IN FUND BALANCES	$ 211,532	$ (150,000)	$ (41,421)	$ (361,532)	$ 108,579

MORGAN COUNTY, UTAH
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
UTAH RETIREMENT SYSTEMS
Measurement Date of December 31, 2024
December 31, 2025
Last 10 Fiscal Years*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Noncontributory System										
Proportion of the net pension liability (asset)	0.1555571%	0.1514487%	0.1532870%	0.1322064%	0.1351742%	0.1300322%	0.1133612%	0.1180440%	0.1239850%	0.1189807%
Proportionate share of the net pension liability (asset)	$ 880,218	$ 972,486	$ 671,596	$ 973,531	$ 509,454	$ 66,699	$ (649,232)	$ 202,180	$ 287,591	$ 377,302
Covered employee payroll	$ 1,328,919	$ 1,317,581	$ 1,309,939	$ 1,133,895	$ 1,169,966	$ 1,120,784	$ 914,264	$ 930,606	$ 983,076	$ 847,405
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	66.24%	73.81%	51.27%	85.86%	43.54%	5.95%	-71.01%	21.73%	29.25%	44.52%
Plan fiduciary net position as a percentage of the total pension liability	87.80%	87.30%	91.90%	87.00%	93.70%	99.20%	108.70%	97.50%	96.90%	96.02%
Public Safety System										
Proportion of the net pension liability (asset)	0.2856158%	0.2454299%	0.2523327%	0.2390415%	0.2601665%	0.3811295%	0.3673976%	0.3852160%	0.3571755%	0.4406146%
Proportionate share of the net pension liability (asset)	$ 511,610	$ 498,045	$ 395,824	$ 614,955	$ 417,728	$ 316,429	$ (298,379)	$ 498,113	$ 510,820	$ 681,764
Covered employee payroll	$ 476,368	$ 405,211	$ 403,103	$ 410,971	$ 408,559	$ 597,958	$ 585,779	$ 765,015	$ 795,608	$ 985,555
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	107.40%	122.91%	98.19%	149.63%	102.24%	52.92%	-50.94%	65.11%	64.20%	69.18%
Plan fiduciary net position as a percentage of the total pension liability	87.10%	86.50%	90.20%	84.70%	90.90%	95.50%	104.20%	93.60%	93.44%	93.30%
Firefighters Retirement System										
Proportion of the net pension liability (asset)	0.0000000%	0.0211007%	0.2403496%	0.2070631%	0.0000000%	0.0000000%	0.0000000%	0.0000000%	0.0000000%	0.0000000%
Proportionate share of the net pension liability (asset)	$ -	$ (166)	$ (15,011)	$ 26,887	$ -	$ -	$ -	$ -	$ -	$ -
Covered employee payroll	$ -	$ 6,002	$ 70,317	$ 64,767	$ 55,617	$ -	$ -	$ -	$ -	$ -
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	0.00%	-2.77%	-21.35%	41.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Plan fiduciary net position as a percentage of the total pension liability	0.00%	100.40%	103.00%	94.30%	105.00%	0.00%	0.00%	0.00%	0.00%	0.00%

MORGAN COUNTY, UTAH
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY (Continued)
UTAH RETIREMENT SYSTEMS
Measurement Date of December 31, 2024
December 31, 2025
Last 10 Fiscal Years*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Tier 2 Public Employees System										
Proportion of the net pension liability (asset)	0.0355607%	0.0379475%	0.0313925%	0.0255248%	0.0233918%	0.0242042%	0.0275640%	0.0384424%	0.0399598%	0.0437419%
Proportionate share of the net pension liability (asset)	$ (78)	$ 4,233	$ 2,768	$ 10,932	$ 5,261	$ 3,482	$ (11,666)	$ 41,859	$ 77,777	$ 130,455
Covered employee payroll	$ 229,771	$ 311,200	$ 307,337	$ 298,682	$ 325,260	$ 386,812	$ 512,060	$ 836,525	$ 1,033,099	$ 1,295,907
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	-0.03%	1.36%	0.90%	3.66%	1.62%	0.90%	-2.28%	5.00%	7.53%	10.07%
Plan fiduciary net position as a percentage of the total pension liability	100.20%	95.10%	97.40%	90.80%	96.50%	98.30%	103.80%	92.30%	89.58%	87.44%
Tier 2 Public Safety and Firefighters System										
Proportion of the net pension liability (asset)	0.0674993%	0.1508930%	0.1823062%	0.1138477%	0.1117770%	0.1163925%	0.0926828%	0.0594498%	0.0583881%	0.0727120%
Proportionate share of the net pension liability (asset)	$ (986)	$ (1,310)	$ (2,109)	$ 2,853	$ 10,514	$ 10,440	$ (4,684)	$ 4,960	$ 21,994	$ 32,886
Covered employee payroll	$ 40,160	$ 124,672	$ 192,485	$ 152,722	$ 184,232	$ 233,080	$ 221,641	$ 182,914	$ 221,236	$ 331,910
Proportionate share of the net pension liability (asset) as a percentage of its covered employee	-2.46%	-1.05%	-1.10%	1.87%	5.71%	4.48%	-2.11%	2.71%	9.94%	9.91%
Plan fiduciary net position as a percentage of the total pension liability	110.70%	103.60%	103.00%	95.60%	89.60%	93.10%	102.80%	96.40%	89.10%	90.10%

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the employer's fiscal year.

MORGAN COUNTY, UTAH
SCHEDULE OF CONTRIBUTIONS
UTAH RETIREMENT SYSTEMS
For the Year Ended December 31, 2025

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Noncontributory Retirement System										
Contractually required contribution	$ 237,968	$ 239,606	$ 206,982	$ 215,739	$ 207,481	$ 168,464	$ 166,154	$ 176,659	$ 152,278	$ 145,607
Contributions in relation to the contractually required contribution	(237,968)	(239,606)	(206,982)	(215,739)	(207,481)	(168,464)	(166,154)	(176,659)	(152,278)	(145,607)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	1,317,581	1,309,853	1,133,896	1,170,612	1,124,031	914,264	912,969	983,076	835,163	891,123
Contributions as a percentage of covered-employee payroll	18.06%	18.29%	18.25%	18.43%	18.46%	18.43%	18.20%	17.97%	18.23%	16.34%
Public Safety Retirement System										
Contractually required contribution	$ 112,826	$ 111,535	$ 110,319	$ 121,897	$ 184,386	$ 183,023	$ 221,613	$ 208,381	$ 265,228	$ 279,319
Contributions in relation to the contractually required contribution	(112,826)	(111,535)	(110,319)	(121,897)	(184,386)	(183,023)	(221,613)	(208,381)	(265,228)	(279,319)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	405,211	397,330	410,985	408,127	589,925	585,779	759,282	795,608	981,210	1,051,312
Contributions as a percentage of covered-employee payroll	27.84%	28.07%	26.84%	29.87%	31.26%	31.24%	29.19%	26.19%	27.03%	26.57%
Firefighters System										
Contractually required contribution	$ 233	$ 2,750	$ 2,656	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contributions in relation to the contractually required contribution	(233)	(2,750)	(2,656)	-	-	-	-	-	-	-
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	6,002	70,317	62,854	-	-	-	-	-	-	-
Contributions as a percentage of covered-employee payroll	3.88%	3.91%	4.23%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Tier 2 Public Employees System										
Contractually required contribution	$ 46,400	$ 46,406	$ 46,620	$ 50,633	$ 60,614	$ 82,644	$ 136,406	$ 167,009	$ 206,951	$ 221,515
Contributions in relation to the contractually required contribution	(46,400)	(46,406)	(46,620)	(50,633)	(60,614)	(82,644)	(136,406)	(167,009)	(206,951)	(221,515)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	311,200	309,377	304,453	324,610	385,476	519,044	850,664	1,043,153	1,326,700	1,524,960
Contributions as a percentage of covered-employee payroll	14.91%	15.00%	15.31%	15.60%	15.72%	15.92%	16.04%	16.01%	15.60%	14.53%

MORGAN COUNTY, UTAH
SCHEDULE OF CONTRIBUTIONS (Continued)
UTAH RETIREMENT SYSTEMS
For the Year Ended December 31, 2025

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Tier 2 Public Safety and Firefighters System										
Contractually required contribution	$ 28,054	$ 43,769	$ 34,845	$ 42,755	$ 57,711	$ 57,250	$ 47,511	$ 57,149	$ 86,651	$ 125,171
Contributions in relation to the contractually required contribution	(28,054)	(43,769)	(34,845)	(42,755)	(57,711)	(57,250)	(47,511)	(57,149)	(86,651)	(125,171)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	124,672	192,485	152,722	184,997	239,366	221,641	182,914	221,236	341,097	499,531
Contributions as a percentage of covered-employee payroll	22.50%	22.74%	22.82%	23.11%	24.11%	25.83%	25.97%	25.83%	25.40%	25.06%
Tier 2 DC Public Employees System										
Contractually required contribution	$ -	$ 2,731	$ 4,351	$ 6,378	$ 6,636	$ 10,643	$ 10,156	$ 16,313	$ 23,697	$ 37,450
Contributions in relation to the contractually required contribution	-	(2,731)	(4,351)	(6,378)	(6,636)	(10,643)	(10,156)	(16,313)	(23,697)	(37,450)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	-	40,815	65,030	75,026	79,815	159,088	156,775	263,528	427,009	805,451
Contributions as a percentage of covered-employee payroll	0.00%	6.69%	6.69%	8.50%	8.31%	6.69%	6.48%	6.19%	5.55%	4.65%
Tier 2 DC Public Safety and Firefighters System										
Contractually required contribution	$ -	$ -	$ -	$ -	$ 59	$ 63	$ 67	$ 75	$ 81	$ 85
Contributions in relation to the contractually required contribution	-	-	-	-	(59)	(63)	(67)	(75)	(81)	(85)
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-	-
Covered employee payroll	-	-	-	-	73,301	78,998	83,405	93,205	101,491	106,734
Contributions as a percentage of covered-employee payroll	0.00%	0.00%	0.00%	0.00%	0.08%	0.08%	0.08%	0.08%	0.08%	0.08%

*Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011. Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative practices.

Changes in Assumptions

There were no changes in the actuarial assumptions or methods since the prior actuarial valuation.

SUPPLEMENTAL INFORMATION



Nonmajor Governmental Funds

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trusts and major capital projects) that are legally restricted to expenditures for specified purposes. Morgan County has the following nonmajor special revenue funds:

RAMP Tax Fund - This fund is to account for restricted tax funds for recreation, Arts, Museums, and Parks (RAMP) initiatives.

Additional Transit Tax - Local Fund - This fund is to account for restricted tax funds.

Additional Transit Tax - County Fund - This fund is to account for restricted tax funds.

County Mass Transit Tax Fund - This fund is to account for restricted tax funds.

Greenbelt Rollback Tax Fund - This fund is to account for restricted tax funds.

Opioid Fund - This fund is to account for activities associated with opioid settlement monies funded primarily by intergovernmental grants.

Road Fund - This fund is to account for the tax funds used to improve and maintain County B-Roads.

Flood Disaster Fund - This fund is to account for tax funds used to prevent, mitigate, and repair flood/disaster damaged public property.

Health Services Fund - This fund is used to account for taxes and activities related to the Weber-Morgan Health Department for public health services and to Weber Human Services for mental health, substance abuse, and aging services.

Mineral Lease Fund - This fund is used to account for mineral lease appropriations to expend on parks and recreation.

Library Fund - This fund is used to account for activities related to the library.

Impact Fees Fund – This fund is used to account for activities related to impact fees.

Park Fund - This fund is used to account for donations and activities related to developing the County owned parks.

Redevelopment Agency Fund (RDA) - This fund is used to account for redevelopment agency transactions conducted by the County, including property acquisition, site improvements, preparation costs, installation of public improvements, and administration costs.

Corridor Preservation Fund - This fund accounts for corridor preservation taxes, which are levied by the County and the held to reimburse the Utah Department of Transportation for its purchases of land for future transportation corridors through the County.

Recreation Fund – This fund is used for activities related to recreation programs.

Economic Development Fund - This fund is to account for activities associated with economic development funded primarily by intergovernmental grants.

Tourism Fund - This fund is to account for the tax funds from transient room, restaurant and tourism restricted for spending associated with tourism.

Debt Service Fund

The debt service fund accounts for the resources accumulated and payments made for principal and interest on the long-term general obligation debt of the MBA fund.

Capital Project Fund

The capital projects fund accounts for financial resources to be used for acquisition or construction of major capital facilities (other than those financed by proprietary funds)

MORGAN COUNTY, UTAH
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
December 31, 2025

	Special Revenue																			Debt Service		Total Nonmajor Governmental Funds
	RAMP Tax	Additional Transit Tax - Local	Additional Transit Tax - County	County Mass Transit Tax	Greenbelt Rollback Tax	Opioid	Road	Flood Disaster	Health Services	Mineral Lease	Library	Impact Fees	Park	RDA	Corridor Preservation	Recreation	Economic Development	Tourism	MBA	Capital Projects	
ASSETS																					
Cash, cash equivalents, and investments	$ 96,599	$ 213,908	$ 283,499	$ 902,846	$ 330,531	$ 131,638	$ 116,457	$ 104,585	$ 106,473	$ 34,760	$ 493,717	$ 1,507,581	$ 16,229	$ -	$ 153,932	$ 517,485	$ 37,686	$ 194,295	$ 16,298	$ 377,925	$ 5,636,444
Accounts receivable, net of allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes receivable	62,729	41,327	94,091	156,852	-	-	-	9,160	53,530	-	72,434	-	-	-	-	-	-	44,661	-	34,108	568,892
Due from other governments	-	-	-	-	-	-	131,902	-	-	-	-	-	-	-	-	-	-	-	-	-	131,902
Leases receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29,000	-	29,000
Total assets	$ 159,328	$ 255,235	$ 377,590	$ 1,059,698	$ 330,531	$ 131,638	$ 248,359	$ 113,745	$ 160,003	$ 34,760	$ 566,151	$ 1,507,581	$ 16,229	$ -	$ 153,932	$ 517,485	$ 37,686	$ 238,956	$ 45,298	$ 412,033	$ 6,366,238
LIABILITIES																					
Accounts payable	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,520	$ 986	$ -	$ -	$ 4,448	$ -	$ -	$ -	$ -	$ 6,665	$ 48	$ -	$ -	$ 14,140	$ 95,807
Accrued liabilities	-	-	-	-	-	-	-	-	-	-	12,867	-	-	-	-	13,001	-	-	-	-	25,868
Due to other funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,206	37,638	-	-	-	54,844
Total liabilities	-	-	-	-	-	-	69,520	986	-	-	17,315	-	-	-	-	36,872	37,686	-	-	14,140	176,519
DEFERRED INFLOWS OF RESOURCES																					
Unavailable revenue - property taxes	-	-	-	-	-	-	-	231	1,935	-	2,653	-	-	-	-	-	-	-	-	1,255	6,074
Unavailable revenue - MBA lease revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29,000	-	29,000
Unavailable revenue - other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-	231	1,935	-	2,653	-	-	-	-	-	-	-	29,000	1,255	35,074
FUND BALANCES																					
Nonspendable:																					
Prepaid and other assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-
Restricted for:																					
Roads	-	255,235	377,590	1,059,698	330,531	131,638	178,839	-	-	-	-	-	-	-	-	-	-	-	-	-	2,333,531
Impact fees	-	-	-	-	-	-	-	-	-	-	-	1,507,581	-	-	-	-	-	-	-	-	1,507,581
Public safety	-	-	-	-	-	-	-	112,528	-	-	-	-	-	-	-	-	-	-	16,298	-	128,826
Public health and welfare	-	-	-	-	-	-	-	-	158,068	-	-	-	-	-	-	-	-	-	-	-	158,068
Community development	-	-	-	-	-	-	-	-	-	34,760	-	-	-	-	153,932	-	-	-	-	396,638	585,330
Parks, recreation, and culture	159,328	-	-	-	-	-	-	-	-	-	546,183	-	16,229	-	-	480,613	-	238,956	-	-	1,441,309
Unassigned	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total fund balances	159,328	255,235	377,590	1,059,698	330,531	131,638	178,839	112,528	158,068	34,760	546,183	1,507,581	16,229	-	153,932	480,613	-	238,956	16,298	396,638	6,154,645
Total liabilities, deferred inflows of resources, and fund balances	$ 159,328	$ 255,235	$ 377,590	$ 1,059,698	$ 330,531	$ 131,638	$ 248,359	$ 113,745	$ 160,003	$ 34,760	$ 566,151	$ 1,507,581	$ 16,229	$ -	$ 153,932	$ 517,485	$ 37,686	$ 238,956	$ 45,298	$ 412,033	$ 6,366,238

MORGAN COUNTY, UTAH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended December 31, 2025

	Special Revenue																	Debt Service		Total Nonmajor Governmental Funds
	RAMP Tax	Additional Transit Tax - Local	Additional Transit Tax - County	County Mass Transit Tax	Greenbelt Rollback Tax	Opioid	Road	Flood Disaster	Health Services	Mineral Lease	Library	Impact Fees	Park	RDA	Corridor Preservation	Recreation	Economic Development	Tourism	MBA	Capital Projects
REVENUES																				
Taxes	$ 277,079	$ 192,353	$ 414,956	$ 691,877	$ 330,531	$ -	$ -	$ 35,576	$ 281,184	$ 4,137	$ 382,385	$ -	$ -	$ -	$ -	$ -	$ -	$ 257,779	$ -	$ 180,264
Intergovernmental	-	-	-	-	-	14,601	988,871	4,606	-	-	18,823	-	-	-	171,570	-	227,223	41,486	-	-
Charges for services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	207,560	-	100	-	-
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-	1,796	-	-	-	-	-	-	-	-	-
Impact fees	-	-	-	-	-	-	-	-	-	-	-	301,893	-	-	-	-	-	-	-	-
Lease and rental revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,101	-
Other revenues	-	-	-	-	-	-	-	-	-	-	1,567	-	6,780	-	-	-	-	9,800	-	-
Interest income	-	-	-	-	-	-	-	-	-	-	-	57,279	-	-	-	-	-	-	402	-
Total revenues	277,079	192,353	414,956	691,877	330,531	14,601	988,871	40,182	281,184	4,137	404,571	359,172	6,780	-	171,570	207,560	227,223	309,165	16,503	180,264
EXPENDITURES																				
Current:																				
General government	-	-	-	-	-	-	-	(14,240)	-	-	-	-	-	-	-	-	-	-	-	(112,510)
Public health and welfare	-	-	-	-	-	-	-	-	356,530	-	-	-	-	-	-	-	-	-	-	-
Public works	-	250,000	62,028	466,990	-	-	652,906	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, recreation, and culture	-	-	-	-	-	-	-	-	-	-	324,322	(26,519)	-	-	400,000	425,581	-	319,867	-	-
Economic development	-	-	-	-	-	-	-	-	-	-	-	-	-	375	-	-	227,223	-	-	-
Capital outlay:																				
General government	-	-	-	-	-	-	-	70,741	-	-	-	-	-	-	-	-	-	-	-	308,665
Public works	-	-	-	-	-	-	145,477	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, recreation, and culture	-	-	590,947	39,540	-	-	-	-	-	-	-	145,577	-	-	-	18,027	-	-	-	-
Debt service:																				
Principal	-	-	-	-	-	-	2,547	-	-	-	-	-	-	-	-	-	-	-	15,000	-
Interest and other financial	-	-	-	-	-	-	859	-	-	-	-	-	-	-	-	-	-	-	1,100	-
Total expenditures	-	250,000	652,975	506,530	-	-	801,789	56,501	356,530	-	324,322	119,058	-	375	400,000	443,608	227,223	319,867	16,100	196,155
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	277,079	(57,647)	(238,019)	185,347	330,531	14,601	187,082	(16,319)	(75,346)	4,137	80,249	240,114	6,780	(375)	(228,430)	(236,048)	-	(10,702)	403	(15,891)
OTHER FINANCING SOURCES (USES)																				
Transfers in	-	-	-	-	-	117,037	-	1,645	80,200	-	-	-	-	-	-	302,921	-	-	-	100,000
Transfers out	(200,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	(200,000)	-	-	-	-	117,037	-	1,645	80,200	-	-	-	-	-	-	302,921	-	-	-	100,000
NET CHANGE IN FUND BALANCE	77,079	(57,647)	(238,019)	185,347	330,531	131,638	187,082	(14,674)	4,854	4,137	80,249	240,114	6,780	(375)	(228,430)	66,873	-	(10,702)	403	84,109
FUND BALANCES																				
Beginning of year (restated, Note 10)	82,249	312,882	615,609	874,351	-	-	(8,243)	127,202	153,214	30,623	465,934	1,267,467	9,449	375	382,362	413,740	-	249,658	15,895	312,529
End of year	$ 159,328	$ 255,235	$ 377,590	$ 1,059,698	$ 330,531	$ 131,638	$ 178,839	$ 112,528	$ 158,068	$ 34,760	$ 546,183	$ 1,507,581	$ 16,229	$ -	$ 153,932	$ 480,613	$ -	$ 238,956	$ 16,298	$ 396,638

MORGAN COUNTY, UTAH
SCHEDULE OF RECEIPTS AND DISBURSEMENTS - TREASURER'S COLLECTION ACCOUNT
For the Year Ended December 31, 2025

	Treasurer's Balance December 31, 2024	Collection Receipts	Amounts Apportioned	Distributions	Treasurer's Balance December 31, 2025
Tax Collection Accounts					
Current year taxes & assessments		$ 31,315,337	$ (31,315,337)		
Fee in lieu		1,363,008	(1,363,008)		
Redemptions of prior year tax		1,270,086	(1,270,086)		
Penalties, interest, and cost		79,433	(79,433)		
Other collections and refunds		(142,035)	142,035		
		33,885,828	(33,885,828)		
Non TC-750 collections		681,073	(681,073)		
Total Collections		34,566,901	(34,566,901)		
County General Fund	488,669		4,833,313	4,573,967	748,015
Library Fund	37,155		375,885	359,515	53,525
Health Services Fund	27,050		273,620	261,032	39,638
Capital improvements	17,600		178,072	170,489	25,183
Flood Disaster Fund	3,261		33,038	31,846	4,453
School District	1,739,288		17,184,792	16,615,433	2,308,647
Basic School Levy	458,560		4,496,798	4,237,710	717,648
Charter School Levy	4,566			(9,284)	13,850
Assessing and Collecting					
A/C State	5,073		49,995	47,908	7,160
A/C County	85,642		842,988	807,976	120,654
Cities and Towns					
Morgan City	196,143		770,275	913,551	52,867
Other Districts					
Weber Basin Water Conservancy District	66,297		681,073	647,235	100,135
Mountain Green Fire Protection District	53,586		461,272	463,016	51,842
Mountain Green Sewer Improvement District	16,751		124,262	127,632	13,381
WPR Utility District	42,413		420,997	330,872	132,538
WPR Road and Fire District	42,413		420,997	330,872	132,538
WPR Public Infrastructure District	130,675		1,924,202	1,371,985	682,892
ROAM District #1	81,647		545,047	561,963	64,731
ROAM District #2	13,331		30,242	21,351	22,222
Total Due to Taxing Districts	3,510,120		33,646,868	31,865,069	5,291,919
Other					
Weber Basin Water Special Assess	36,672		681,073	674,008	43,737
Rollback Special Assessment	3,250		-	(140,582)	143,832
Sewer Special Assessment	-		-	(1,080)	1,080
Total Other	39,922		681,073	532,346	188,649
Refunds/prepaids	640,837		-	60,238	701,075
Outstanding checks & deposits	-		-	-	-
Grand Total	$ 4,190,879		$ (238,960)	$ 32,457,653	$ 6,181,643

MORGAN COUNTY, UTAH
SCHEDULE OF TAXES CHARGED, COLLECTED, AND DISBURSED - TREASURER'S COLLECTION ACCOUNT
For the Year Ended December 31, 2025

				Treasurer's Relief				Net Taxes Collected and Apportioned		Other Collections							
Taxing Units	Tax Valuation in Dollars	Tax Percent	Total Taxes Charged	Unpaid Taxes	Abatements	Other	Total	Amount	Percent	Reallocation of Personal Prop.	Fee in Lieu	Misc. Collections	Delinquencies Tax	Delinquencies Int/Pen	Tax Inc Paid	Refunds	Total Distributions
County:																	
General	$ 3,092,807,159	0.001367	$ 4,828,691	$ 342,739	$ 104,430	$ 43,713	$ 490,882	$ 4,337,809	89.83%	$ 9,932	$ 208,830	$ 406,996	$ 180,472	$ 46,383	$ (327,243)	$ (29,865)	$ 4,833,313
Library	3,092,807,159	0.000106	375,525	26,655	8,121	3,400	38,176	337,350	89.83%	772	16,241	31,652	14,035	3,607	(25,450)	(2,323)	375,885
Flood disaster	3,092,807,159	0.000009	33,006	2,343	714	299	3,355	29,651	89.83%	68	1,427	2,782	1,234	317	(2,237)	(204)	33,038
Capital improvements	3,092,807,159	0.000050	177,902	12,627	3,847	1,611	18,085	159,817	89.83%	366	7,694	14,995	6,649	1,709	(12,057)	(1,100)	178,072
Health services	3,092,807,159	0.000077	273,358	19,403	5,912	2,475	27,789	245,569	89.83%	562	11,822	23,041	10,217	2,626	(18,526)	(1,691)	273,620
Assessing & collecting	3,092,807,159	0.000236	833,815	59,552	18,033	(21,236)	56,349	777,466	93.24%	1,761	36,040	705	31,422	751	-	(5,157)	842,988
Total County			6,522,297	463,318	141,058	30,261	634,637	5,887,660		13,461	282,054	480,170	244,029	55,393	(385,512)	(40,340)	6,536,916
School district:																	
Morgan School District	3,092,807,159	0.004850	17,175,594	1,217,287	370,897	(455,519)	1,132,664	16,042,930	93.41%	(13,178)	764,379	14,532	640,974	15,448	(174,221)	(106,071)	17,184,792
Morgan School Basic Levy	2,468,999,214	0.001274	4,494,391	318,531	97,054	(119,197)	296,388	4,198,003	93.41%	(3,448)	200,017	3,803	167,726	4,042	(45,589)	(27,756)	4,496,798
Total School District			21,669,986	1,535,818	467,950	(574,716)	1,429,052	20,240,933		(16,626)	964,396	18,335	808,700	19,490	(219,810)	(133,827)	21,681,591
State Assessing & Collecting	3,092,807,159	0.000014	49,462	3,533	1,070	(1,247)	3,356	46,106	93.22%	107	2,137	42	1,864	45	-	(306)	49,995
City:																	
Morgan City	587,518,295	0.001297	818,692	68,211	21,238	(18,968)	70,481	748,211	91.39%	3,826	49,392	-	17,087	613	(46,553)	(2,300)	770,275
Other districts:																	
Weber Basin Water	3,092,807,159	0.000191	673,406	48,197	14,595	(16,010)	46,781	626,625	93.05%	4,089	27,920	573	25,431	608	-	(4,174)	681,073
Mountain Green Fire	999,091,087	0.000447	455,288	46,781	18,427	(16,547)	48,661	406,627	89.31%	2,101	24,074	3	28,330	676	-	(540)	461,272
Mountain Green Sewer	975,053,979	0.000123	122,423	12,466	4,789	(5,504)	11,751	110,672	90.40%	(229)	6,878	(1)	7,745	184	-	(987)	124,262
WPR Utility District	708,551,094	0.000540	429,420	18,045	-	(9,906)	8,140	421,281	98.10%	(11,515)	112	1,617	14,506	223	-	(5,227)	420,997
WPR Road and Fire District	708,551,094	0.000540	429,420	18,045	-	(9,906)	8,140	421,281	98.10%	(11,515)	112	1,617	14,506	223	-	(5,227)	420,997
ROAM District #1	91,432,192	0.006000	549,755	52,441	5,449	(26,219)	31,671	518,084	94.24%	327	5,472	-	39,527	886	-	(19,248)	545,047
ROAM District #2	7,226,650	0.004000	28,939	-	-	(2,535)	(2,535)	31,474	108.76%	7	110	-	1,202	60	-	(2,611)	30,242
WPR Infrastructure District	708,551,094	0.002500	1,918,912	83,543	-	(21,013)	62,530	1,856,382	96.74%	15,991	351	7,485	67,158	1,033	-	(24,198)	1,924,202
Total other districts			4,607,563	279,518	43,260	(107,640)	215,138	4,392,425		(743)	65,029	11,293	198,406	3,893	-	(62,211)	4,608,092
Total taxing units			$ 33,668,001	$ 2,350,398	$ 674,576	$ (672,310)	$ 2,352,664	$ 31,315,337		$ 24	$ 1,363,008	$ 509,840	$ 1,270,086	$ 79,433	$ (651,875)	$ (238,985)	$ 33,646,868

OTHER REPORTS



PARTNERS

MICHAEL L. SMITH, CPA
JASON L. TANNER, CPA
ROBERT D. WOOD, CPA
AARON R. HIXSON, CPA
TED C. GARDINER, CPA
JEFFREY B. MILES, CPA
JESSE S. MALMROSE, EA
JANICE ANDERSON, EA
TROY F. NILSON, CPA

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Members of the County Commission
Morgan County, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Morgan County, Utah (the County) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated June 30, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under *Government Auditing Standards*, and which is described in the accompanying schedule of findings and responses as item 2025-001.

Management's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the County's responses to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The County's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HBME, LLC

June 30, 2026
Bountiful, Utah

HBME

COMMITTED. EXPERIENCED. TRUSTED.

PARTNERS

MICHAEL L. SMITH, CPA
JASON L. TANNER, CPA
ROBERT D. WOOD, CPA
AARON R. HIXSON, CPA
TED C. GARDINER, CPA
JEFFREY B. MILES, CPA
JESSE S. MALMROSE, EA
JANICE ANDERSON, EA
TROY F. NILSON, CPA

REPORT ON COMPLIANCE AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE *UTAH STATE COMPLIANCE AUDIT GUIDE*

Independent Auditor's Report

To the Members of the County Commission
Morgan County, Utah

Report on Compliance

We have audited Morgan County, Utah's (the County) compliance with the following applicable state requirements described in the *Utah State Compliance Audit Guide* (the Guide), issued by the Office of the Utah State Auditor, for the year ended December 31, 2025.

State compliance requirements were tested for the year ended December 31, 2025 in the following areas:

Budgetary Compliance	Fund Balance
Justice Court	Fraud Risk Assessment
Restricted Taxes and Related Revenue	Government Fees
Enterprise Fund Transfers, Reimbursements, Loans, and Services	Cash Management
	Tax Levy Revenue Recognition
Crime Insurance for Public Treasurers	Impact Fees

Opinion on Compliance

In our opinion, the County complied, in all material respects, with the state compliance requirements referred to above as of and for the year ended December 31, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (Government Auditing Standards); and the *Guide*. Our responsibilities under those standards and the *Guide* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management's for Compliance

Management is responsible for compliance with the requirements referred to previously and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of Utah State laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's government programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to previously occurred, whether due to fraud or error, and express an opinion on the County's compliance with Guide based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *Guide* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to previously is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of the government program in the Guide as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *Guide*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to previously and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance with the *Guide* relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *Guide* but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

We noted a matter involving internal control over compliance with the Guide which we are submitting for your consideration. The matter is described in the accompanying schedule of findings and responses as item 2025-001. Government Auditing Standards requires the auditor to perform limited procedures on the County's responses to the noncompliance findings with the Guide identified in our compliance audit described in the accompanying schedule of findings and responses. The County's responses were not subjected to the other auditing procedures applied in the audit of compliance with the Guide and, accordingly, we express no opinion on the responses.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a general state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a general state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a general state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance with the Guide was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance with the *Guide*. Accordingly, no such opinion is expressed.

Purpose of the Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *Guide*. Accordingly, this report is not suitable for any other purpose.

HBME, LLC

June 30, 2026
Bountiful, Utah

MORGAN COUNTY, UTAH
Schedule of Findings and Responses
For the Year Ended December 31, 2025

Current Year Findings and Responses

2025-001: Governmental Fees

Condition:

HBME noted that the County could not adequately provide revenue and expense tracking for some governmental fees.

Criteria:

The Utah State Compliance Audit Guide requires that the County maintains a schedule of all governmental fees, obtains approval for all fees by the County Commission, and tracks the revenue and expenses for each fee.

Cause:

Policies and procedures do not appear to be in place for the County to adequately track governmental fees, revenues, and expenses, in accordance with the Utah State Compliance Audit Guide.

Effect:

By failing to adequately track all governmental fees, revenues, and expenses, the County is out of compliance with the requirements set forth by the Utah Office of the State Auditor.

Recommendation:

The Clerk/Auditor's Office should maintain a schedule of all governmental fees and have it approved annually by the County Commission. Revenues and expenses related to each fee should be tracked to ensure any excess revenues over expenses are restricted for the fee's purpose.

Views of responsible officials and planned corrective actions:

The Clerk/Auditor office will ensure that a listing of all governmental fees is prepared and maintained. Furthermore, the County will work with its contracted external CPA firm to enhance the tracking of revenues and expenses relating to each fee.

Prior Findings with Current Year Status

2024-001: Impact Fees (this is a repeat finding from 2023 and 2022)

Condition:

The County did not prepare or maintain an impact fee schedule detailing the amount of all money collected, earned, and received during the year, each expenditure from impact fee funds during the year, and impact fee funds on hand at year-end.

Criteria:

Utah State law, Utah Code 11-36a-601, requires that a local political subdivision that collects impact fees shall prepare a report at the end of each year which details the amount of all money collected, earned, and received during the year, each expenditure from impact fee funds during the year, and impact fee funds on hand at year-end.

Cause:

The County does not appear to have a process or procedure in place to track and report impact fees, in accordance with state law.

Effect:

By not adequately tracking and reporting all impact fees, the County is in violation with state law.

Recommendation:

The Clerk/Auditor's Office should establish policies and procedures to ensure all impact fees are properly tracked and reported, in accordance with state law.

Views of responsible officials and planned corrective actions:

The Clerk/Auditor and Treasurer is working with the external CPA firm and the Administrative Manager to implement a policy on tracking and reporting impact fees.

Current year status:

Condition appears to be adequately satisfied. No current year finding.

DABS Local Consent Authority

Agenda Item Cover Page | November 17, 2026
Resolution CR 26-68 | Discussion and Decision

Requested action

Approve Resolution CR 26-68 designating the Business License Clerk, as appointed or designated by the elected County Clerk/Auditor, to review and execute qualifying written local consent applications for the Utah Department of Alcoholic Beverage Services (DABS).

Purpose and background

The proposed resolution establishes a consistent administrative process for local consent for businesses and events in unincorporated Morgan County. It assigns responsibility for routine review, zoning verification, interdepartmental coordination and recordkeeping, while reserving specified matters to the County Commission.

Proposed review process

The designated clerk would verify County business licensing requirements, obtain written zoning verification, coordinate applicable public safety and health reviews, and review applicable state licensing requirements before approving local consent. Denials would identify the basis and applicable administrative appeal rights.

The resolution covers restaurant and bar licenses, single event and temporary beer event permits, and related renewals or modifications when DABS requires local consent. The elected Clerk/Auditor would supervise the function and may designate an alternate during an absence or vacancy.

State law and County requirements

The resolution references Utah Code Title 32B and Section 11-10-1, along with County Code Chapters 110 and 155. Its proposed delegation is expressly subject to applicable law. Local consent is a separate step from a state DABS license, County business license or land-use permit.

Matters requiring legislative-body action, qualifying proximity exceptions, undelegated discretionary approvals, and unresolved legal or jurisdictional questions would return to the Commission. The resolution does not amend County licensing or zoning code or authorize the clerk to waive those requirements.

Implementation

If adopted, the resolution would take effect immediately. The Clerk/Auditor’s Office would maintain applications, zoning verifications, decisions and DABS correspondence. The Zoning Administrator would retain independent zoning and land-use authority.

Suggested motion

I move to approve Resolution CR 26-68 designating the County Business License Clerk, as appointed or designated by the elected Clerk/Auditor, as the County’s authorized representative for DABS local consent, subject to the resolution’s requirements and applicable law.

Attachment

Resolution CR 26-68 - DABS Local Consent Authority.

MORGAN COUNTY COMMISSION RESOLUTION CR 26-68

A RESOLUTION DESIGNATING THE MORGAN COUNTY BUSINESS LICENSE CLERK, AS APPOINTED OR DESIGNATED BY THE ELECTED MORGAN COUNTY CLERK/AUDITOR, AS THE AUTHORIZED COUNTY REPRESENTATIVE FOR LOCAL CONSENT TO THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE SERVICES (DABS)

WHEREAS, Morgan County is a political subdivision of the State of Utah authorized to administer business licensing, zoning, and land-use regulations within its jurisdiction; AND

WHEREAS, Utah Code Title 32B, the Alcoholic Beverage Control Act, requires written consent from the applicable local authority for certain alcoholic beverage licenses and permits issued by the Utah Department of Alcoholic Beverage Services (DABS); AND

WHEREAS, Utah Code § 11-10-1 authorizes local authorities to regulate business licensing for restaurants, bars, and similar establishments where alcoholic beverages may be possessed or consumed; AND

WHEREAS, Utah Code § 11-10-1(6) distinguishes the issuance of a business license from the separate written local consent required under Title 32B; AND

WHEREAS, Morgan County Code Chapter 110 establishes the County's business licensing requirements, and Chapter 155 establishes applicable zoning and land-use requirements; AND

WHEREAS, the Morgan County Commission desires to establish a consistent, efficient, and accountable administrative process for reviewing and executing DABS local consent applications; AND

WHEREAS, the Commission finds it appropriate to designate the Morgan County Business License Clerk, as appointed or designated by the elected Morgan County Clerk/Auditor, to act on behalf of Morgan County for the limited purposes established herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION:

SECTION 1. DESIGNATION OF AUTHORIZED REPRESENTATIVE.
The Morgan County Commission hereby designates and authorizes the Morgan County Business License Clerk, as appointed or designated by the elected Morgan County Clerk/Auditor, to act as Morgan County's authorized representative for the review, approval, denial, and execution of written local consent applications submitted to DABS, subject to the requirements of this Resolution and applicable law.

The elected Morgan County Clerk/Auditor shall retain authority to designate the individual serving in this capacity and may designate an alternate employee of the Clerk/Auditor's Office to perform these functions during an absence or vacancy.

SECTION 2. SCOPE OF AUTHORITY.
The designated Business License Clerk is authorized to process and execute local consent for the following DABS license and permit categories:

A. Restaurant alcoholic beverage licenses, including full-service, limited-service, and beer-only restaurant licenses;

B. Bar establishment licenses;

C. Single event permits;

D. Temporary beer event permits; and

E. Renewals, amendments, or modifications of the foregoing licenses or permits when written local consent is required by DABS.

This authorization applies only to businesses and events located within Morgan County's unincorporated jurisdiction.

SECTION 3. REQUIRED ZONING VERIFICATION.
Before issuing local consent, the Business License Clerk shall obtain verification from the Morgan County Zoning Administrator, or authorized designee, that:

A. The proposed business or event use is permitted under the applicable zoning district or has obtained the necessary land-use approval;

B. The proposed location complies with applicable Morgan County land-use regulations;

C. Required conditional-use permits, temporary-use permits, or other applicable land-use approvals have been obtained; and

D. No outstanding zoning violation or applicable land-use restriction prohibits the proposed use.

The Zoning Administrator shall retain independent authority over zoning interpretations, land-use determinations, and enforcement.

SECTION 4. ADMINISTRATIVE REVIEW AND LOCAL CONSENT.
Upon receipt of a completed application, the Business License Clerk shall:

A. Verify the applicant's compliance with applicable County business licensing requirements;

B. Obtain the zoning verification required under Section 3;

C. Coordinate with other County departments, including the Fire Department, Sheriff's Office, and Health Department, when applicable;

D. Review applicable state licensing requirements, including proximity restrictions and any required local approvals;

E. Approve and execute written local consent when all applicable requirements have been satisfied; and

F. Provide written notice identifying the basis for any denial and applicable administrative appeal rights.

Local consent issued under this Resolution shall not constitute issuance of a DABS license, a County business license, or a land-use permit.

SECTION 5. MATTERS RESERVED TO THE COUNTY COMMISSION.
The following matters shall be referred to the Morgan County Commission for consideration:

A. Applications requiring action by the local legislative body under applicable state law;

B. Requests involving proximity exceptions under Utah Code § 32B-1-202 that require a public meeting and express local authorization;

C. Applications requiring a discretionary County approval that has not otherwise been delegated; and

D. Matters referred by the elected County Clerk/Auditor or Zoning Administrator when an unresolved legal or jurisdictional question prevents administrative approval.

Nothing in this Resolution authorizes the Business License Clerk to waive zoning requirements, grant land-use variances, or exercise authority expressly reserved to another County body or official.

SECTION 6. RECORDKEEPING AND ACCOUNTABILITY.
The Morgan County Clerk/Auditor's Office shall maintain records of local consent applications, zoning verifications, approvals, denials, and correspondence with DABS in accordance with applicable records retention requirements.

The elected Clerk/Auditor shall provide administrative supervision over the designated Business License Clerk in carrying out the responsibilities established by this Resolution.

SECTION 7. EXISTING COUNTY REQUIREMENTS.
This Resolution establishes administrative authority for DABS local consent and does not amend or repeal Morgan County Code Chapters 110 or 155.

All applicable County licensing, zoning, public safety, and land-use requirements remain in effect.

SECTION 8. EFFECTIVE DATE.
This Resolution shall take effect immediately upon adoption by the Morgan County Commission.

PASSED AND ADOPTED by the Morgan County Commission, State of Utah, this 17th day of November, 2026.

MORGAN COUNTY COMMISSION **ATTEST:**

Matthew Wilson, Commission Chair Leslie A. Hyde, Morgan Clerk/Auditor

APPROVED AS TO FORM: **COMMISSION VOTE:**

Garrett Smith
Morgan County Attorney

Commissioner	Aye	Nay	Absent
Matthew Wilson	☐	☐	☐
Vaughn Nickerson	☐	☐	☐
Mike Newton	☐	☐	☐
Raelene Blocker	☐	☐	☐
Blaine Fackrell	☐	☐	☐

MORGAN COUNTY COMMISSION

Meeting date: November 17, 2026

Item type: **Public Hearing**, Discussion and Decision

Resolution: CR 26-47

Survey Monument Fee Schedule

Public hearing, discussion and possible action on Resolution CR 26-47 adopting the Survey Monument Fee Schedule for Title 15, Chapter 154, Surveying and Survey Monuments, and authorizing administration of the Survey Monument Permit Program.

Background

On August 4, 2026, the County Commission adopted Ordinance CO 26-16 establishing Chapter 154. The proposed resolution adopts the related fee schedule as Exhibit A and authorizes the Recorder/Surveyor's Office to administer the program.

Proposed action

Conduct the public hearing and consider adoption of Resolution CR 26-47 and its attached Survey Monument Fee Schedule.

Financial considerations

The proposed schedule establishes permit, review, inspection, supply and appeal fees; monument escrows and security; civil penalties; and authorized cost recovery. Escrows and security deposits would be accounted for separately, with other receipts credited as provided in the resolution.

Suggested motion

I move to approve Resolution CR 26-47 adopting the Survey Monument Fee Schedule attached as Exhibit A and authorizing administration of the Survey Monument Permit Program.

Attachment

Resolution CR 26-47 with Exhibit A — Survey Monument Fee Schedule (5 pages).

RESOLUTION CR 26-47

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING THE SURVEY MONUMENT FEE SCHEDULE FOR TITLE 15, CHAPTER 154, SURVEYING AND SURVEY MONUMENTS; AUTHORIZING ADMINISTRATION OF THE SURVEY MONUMENT PERMIT PROGRAM; AND ADOPTING FINDINGS

WHEREAS, on August 4th, 2026, the Morgan County Commission adopted Ordinance CO 26-16 establishing Title 15, Chapter 154, Surveying and Survey Monuments, and related amendments to the Morgan County Code; AND

WHEREAS, Chapter 154 authorizes the County Commission to establish permit fees, review fees, inspection fees, monument supply fees, appeal fees, escrows, security requirements, and other charges necessary to administer the County's survey monument preservation program; AND

WHEREAS, the County Commission finds that the fees established by this Resolution are reasonably related to the actual costs of administering the survey monument program, reviewing applications, conducting inspections, preserving and reconstructing monuments, maintaining survey records, and carrying out the duties assigned by Chapter 154; AND

WHEREAS, the County Commission further finds that requiring applicants whose projects affect survey monuments to bear the costs associated with monument preservation promotes fairness by reducing the burden on the County's general taxpayers; AND

WHEREAS, the County Commission finds that adoption of the Survey Monument Fee Schedule is necessary for the orderly administration and implementation of Title 15, Chapter 154.

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION:

Section 1. Adoption of Findings.

The foregoing recitals are incorporated as the findings of the Morgan County Commission.

Section 2. Adoption of Survey Monument Fee Schedule.

The Survey Monument Fee Schedule, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and adopted.

Section 3. Collection of Fees.

The Morgan County Recorder/Surveyor's Office shall collect the fees established by Exhibit A in accordance with Title 15, Chapter 154 and applicable Utah law.

Permit fees, review fees, inspection fees, monument supply fees, escrows, securities, appeal fees, civil penalties, and cost recovery shall be assessed and administered as authorized by Chapter 154.

Section 4. Public Land Corner Preservation Fund.

Money required or authorized by Utah Code §§ 17-63-710 and 17-73-104 to be deposited into the Public Land Corner Preservation Fund shall be credited to that fund. Escrows and security deposits shall be separately accounted for and administered according to their purpose. All other fees, civil penalties, reimbursements, and amounts collected under Chapter 154 shall be credited to the fund or account identified by the Morgan County Recorder/Surveyor's Office in accordance with applicable law and County accounting policies.

Section 5. Administrative Authority.

The Morgan County Recorder/Surveyor's Office is authorized to:

administer the Survey Monument Permit Program;

assess and collect fees, civil penalties, escrows, security, and cost recovery authorized by Chapter 154;

develop and revise administrative forms;

establish administrative procedures consistent with Chapter 154;

conduct inspections;

administer monument reconstruction activities;

maintain survey records; and

perform all other administrative duties authorized by Chapter 154 and applicable law.

Section 6. Future Amendments.

The County Commission may amend the Survey Monument Fee Schedule from time to time by resolution.
No amendment to the Fee Schedule shall require amendment of Title 15, Chapter 154 unless otherwise required by law.

Section 7. Effective Date.

This Resolution shall become effective upon adoption unless a later date is specified by the County Commission.

PASSED AND ADOPTED this 17th day of November 2026.

MORGAN COUNTY COMMISSION:

_____

Matthew Wilson,
Morgan County Commission Chair

ATTEST:

_____

Leslie A. Hyde,
Morgan County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith,
Morgan County Attorney

COMMISSION MEMBER VOTES:

	AYE:	NAY:	ABSENT:
Michael Newton	____	____	____
Vaughn Nickerson	____	____	____
Blaine Fackrell	____	____	____
Raelene Blocker	____	____	____
Matthew Wilson	____	____	____

EXHIBIT A
MORGAN COUNTY
SURVEY MONUMENT FEE SCHEDULE

Adopted Pursuant to Morgan County Code Title 15, Chapter 154

Unless otherwise provided by law, the following fees, escrows, securities, penalties, and cost recovery amounts are established pursuant to Morgan County Code Title 15, Chapter 154.

I. ESCROWS AND SECURITY

Fee / Security	Authority	Amount
Monument Escrow / Security Deposit	§ 154.11(A)	Actual estimated cost based upon the Recorder/Surveyor's reasonable estimate of the required work, inspections, administration, restoration, and related costs.

Security may be provided by cash, certified funds, bond, irrevocable letter of credit, or other security approved by the Morgan County Recorder/Surveyor.

Escrows shall be released, applied, or forfeited in accordance with Morgan County Code Chapter 154.

II. PERMIT FEES

Fee	Authority	Amount
Monument Encroachment Permit	§ 154.11(B)(1)	$400.00 per government survey monument or public land survey government corner location
Monument Construction Permit	§ 154.11(B)(2)	$500.00 per monument

State Law Refund

The former mandatory $250.00 refund has been repealed. No statutory refund is currently required.

III. REVIEW AND ADMINISTRATIVE FEES

Fee	Authority	Amount
Record of Survey Filing Fee	§ 154.11(C)(1)	$ 30 per sheet
Interlocal Subdivision Plat Review Fee	§ 154.11(C)(2)	$ 900 + $ 25 per lot/unit
Final Local Entity Plat Review Fee	§ 154.11(C)(3)	$ 450
Excessive Review Fee	§ 154.11(C)(4)	$ 75 or actual cost whichever is greater

Fee	Authority	Amount
Monument Inspection Fee	§ 154.11(C)(5)	$ 150 per monument
Additional Inspection / Reinspection Fee	§ 154.11(C)(5)	$ 150 per monument & per inspection
Monument Supplies Convenience Fee	§ 154.11(C)(6)	Actual Material Cost

IV. CIVIL PENALTIES

Penalty	Authority	Amount
General Civil Penalty	§ 154.50(B)	Up to $500.00 per violation
Work Without Required Permit	§ 154.51(A)	$1,000.00 per monument
Failure to Show Monument on Construction Plans	§ 154.51(B)	$500.00 per omitted monument
Unlawful Disturbance or Destruction of Monument	§ 154.51(C)	$1,000.00 per monument

V. COST RECOVERY

Charge	Authority	Amount
Reestablishment and Reconstruction Costs	§§ 154.43(C), 154.52(A)	Actual reasonable cost
Necessary Legal-Action Costs	§ 154.52(A)(1)	Actual recoverable cost
Permit, Inspection, Surveying, and Administrative Costs	§ 154.52(A)(3)	Actual reasonable cost
Recording and Release Costs	§ 154.53(E)	Actual cost
Other Recoverable Costs	§ 154.52(A)(4)	Actual recoverable cost

Cost recovery is limited to amounts authorized by Morgan County Code Chapter 154 and applicable law, including necessary monument work, authorized legal-action costs, reasonable documented County costs, recording and release costs, and other expressly recoverable costs.

VI. APPEALS

Fee	Authority	Amount
Appeal Filing Fee	§ 154.54(D)(5)	$125 per hour

Notes

1. Fees established by state law shall automatically conform to future statutory amendments.
2. All other fees may be amended by resolution of the Morgan County Commission.
3. This Fee Schedule shall be administered in accordance with Morgan County Code Title 15, Chapter 154.

Board of Equalization Administrative Rules

Agenda Item Cover Page | November 17, 2026
Ordinance CO 26-23 | Public Hearing, Discussion and Decision

Requested action

Consider adoption of Ordinance CO 26-23 adding §§ 34.80–34.92 to Chapter 34 of the Morgan County Code, establishing administrative procedures for property valuation appeals before the Board of Equalization.

Purpose

Provide a consistent process for appeal intake, preliminary review, hearings, evidence, written decisions and further appeals while preserving taxpayer rights under Utah law.

Key provisions

Establishes August 1 through September 15 as the regular administrative filing period, while preserving earlier timely filings, statutory extensions and required late-appeal exceptions.

Assigns the County Auditor administrative control over forms and filing logistics, subject to mandatory electronic filing access and other state requirements. The Board retains adjudicative authority.

Addresses application contents, hearing procedures, statutory evidentiary standards, written decisions and notice of further appeal rights. State law controls if a conflict arises.

Effective date and implementation

Proposed effective date: January 1, 2027, conditioned on completion of required enactment steps. The Auditor will need to align forms, instructions, electronic intake and records with the ordinance; the Board may adopt consistent supplementary procedures.

Staff recommendation

Approve the amendment as a framework for BOE administration, with implementation that preserves all controlling state deadlines, filing rights and procedural protections. This ordinance concerns tax appeal administration rather than zoning or development entitlements.

Suggested motion

I move to adopt Ordinance CO 26-23 adding Board of Equalization Administrative Rules and Procedures to Chapter 34 of the Morgan County Code, effective January 1, 2027, subject to completion of the required publication, posting and enactment requirements, with any modifications stated on the record.

Attachments

Proposed Ordinance CO 26-23 (6 pages) and accompanying staff report.

Board of Equalization Administrative Rules

Staff Report | Morgan County Commission | November 17, 2026
Ordinance CO 26-23 | Proposed Chapter 34 §§ 34.80–34.92

Request and recommendation

Adopt a new Board of Equalization Administrative Rules and Procedures subchapter. Staff recommends approval as a consistent administrative framework, with state law controlling the County's implementation. No determination of an individual taxpayer's appeal is requested.

Background and purpose

The proposed ordinance organizes the filing, processing, review, hearing and determination of valuation and equalization appeals. The Commission serves as the Board of Equalization; the County Auditor manages administrative intake. The ordinance distinguishes those roles and preserves taxpayer rights under Utah statutes and State Tax Commission rules.

The amendment adds a new subchapter rather than replacing the full finance and revenue chapter. It also supersedes inconsistent County policies only to the extent of a conflict.

Summary of proposed provisions

Authority and Board role (§§ 34.80–34.81). Establishes purpose and authority, permits authorized assistance and hearing officers, and reserves final determinations to the Board or another authority expressly authorized by law.

Filing period (§ 34.82). Sets the County's regular administrative window at August 1–September 15, including a next-business-day provision. It expressly preserves otherwise timely filings before August 1, later statutory deadlines tied to valuation notice, and required late appeals.

Applications and filing methods (§§ 34.83–34.84). Addresses applicant and property identification, tax year, challenged value, requested relief and supporting material. The Auditor prescribes forms, channels and instructions subject to state law. Electronic access remains mandatory where state law requires it; telephone filing requires separate authorization.

Review and hearings (§§ 34.85–34.87). Provides for administrative completeness review, Assessor recommendations, additional information and hearings without eliminating required procedural rights. Statutory burdens of proof and evidentiary requirements remain controlling.

Decisions and administration (§§ 34.88–34.92). Requires written decisions and notices, preserves further review, authorizes consistent administrative procedures, incorporates controlling state law and provides severability.

Nature of the decision

This is an amendment to County tax appeal administration. It does not rezone land, decide a valuation appeal, alter tax rates or establish a new appeal fee. The proposed ordinance does not state a Planning Commission recommendation.

Analysis of taxpayer protections

Administrative dates do not displace statutory rights. Utah Code § 59-2-1004 sets the ordinary deadline as the later of September 15 or 45 days after the required valuation notice. The proposed savings provisions are essential when notice timing extends the deadline.

Auditor discretion has limits. Intake logistics may be adjusted administratively, but mandatory electronic filing access, statutory time limits and the Board's decision authority remain intact.

Incomplete applications and late appeals require proper treatment. The ordinance preserves required correction opportunities and late-appeal exceptions. Implementing notices should identify the missing material, correction period and basis for any dismissal.

Evidence and decisions must follow controlling law. Staff should use current state requirements when preparing hearing instructions, decision notices and appeal-right information. General references in the ordinance are not a substitute for applying those requirements in each case.

Implementation before January 1, 2027

The Auditor should update application forms, electronic access, filing instructions and receipt records; coordinate with the Assessor on review and supporting information; and establish a clear path for submitting late-appeal acceptance questions to the Board.

Prepare templates for deficiency notices, scheduling, written decisions and further appeal instructions. Assign responsibility for preserving the appeal record and documenting delivery of notices. Confirm enactment and publication steps are complete before the effective date.

The draft contains a broad state-law savings clause. County Attorney review of the final adopted language and administrative materials should confirm consistency with then-applicable statutes and rules.

Fiscal and administrative considerations

The amendment states no new appropriation, filing fee or staffing allocation. Implementation will require staff time for forms, electronic intake, scheduling, notices and recordkeeping. Any additional system, staffing or hearing-officer expense would need funding through the County's normal budget process. No quantified savings estimate is presented.

Commission options

Approve: Adopt CO 26-23 as presented.
Approve with modifications: Identify each wording change on the record and incorporate it into the final ordinance.
Continue: Identify unresolved issues and a return date.
Deny: Decline this proposed local amendment; applicable state BOE duties remain in force.

Sources

Proposed CO 26-23, supplied packet, pp. 1–6.
Utah Code Title 59, Chapter 2, Part 10, including §§ 59-2-1004 and 59-2-1006: https://le.utah.gov/xcode/Title59/Chapter2/C59-2_1800010118000101.pdf
Utah Administrative Rule R884-24P-66, BOE procedures: https://www.utah.gov/pmn/files/1376009.pdf

MORGAN COUNTY, UTAH
ORDINANCE CO 26-23

AN ORDINANCE OF THE MORGAN COUNTY COMMISSION AMENDING CHAPTER 34 OF THE MORGAN COUNTY CODE TO ESTABLISH ADMINISTRATIVE RULES AND PROCEDURES GOVERNING THE MORGAN COUNTY BOARD OF EQUALIZATION, INCLUDING AN ANNUAL PROPERTY VALUATION APPEAL FILING PERIOD, APPLICATION REQUIREMENTS, HEARING PROCEDURES, AND COMPLIANCE WITH UTAH STATE LAW.

RECITALS

WHEREAS, the Morgan County Commission serves as the County Board of Equalization pursuant to Utah law; and

WHEREAS, Utah Code Title 59, Chapter 2, Part 10, establishes the statutory responsibilities and procedures governing county boards of equalization; and

WHEREAS, Utah Code § 59-2-1004 authorizes and requires county boards of equalization to establish certain administrative rules governing property valuation appeals; and

WHEREAS, the Morgan County Commission desires to establish a consistent, transparent, and orderly administrative process for the receipt, review, hearing, and determination of property valuation appeals; and

WHEREAS, the County desires to establish an annual regular appeal filing period beginning August 1 and ending September 15, subject to extensions and exceptions required by Utah law; and

WHEREAS, the Morgan County Commission finds that codifying these administrative procedures will promote efficient administration, provide clear guidance to property owners, and preserve the rights of taxpayers under state law; and

NOW, THEREFORE, BE IT ORDAINED BY THE MORGAN COUNTY COMMISSION AS FOLLOWS:

SECTION 1. AMENDMENT TO CHAPTER 34

Chapter 34 of the Morgan County Code is hereby amended by adding a new subchapter entitled "Board of Equalization Administrative Rules and Procedures," consisting of §§ 34.80 through 34.92, to read as follows:

BOARD OF EQUALIZATION ADMINISTRATIVE RULES AND PROCEDURES

§ 34.80 PURPOSE AND AUTHORITY.

(A) The purpose of this subchapter is to establish administrative rules governing the operation of the Morgan County Board of Equalization, including the filing, processing, review, hearing, and determination of appeals concerning the valuation or equalization of taxable property.

(B) These rules are adopted pursuant to Utah Code Title 59, Chapter 2, Part 10, including § 59-2-1004, and applicable rules of the Utah State Tax Commission.

(C) These provisions shall be administered consistently with applicable state law and shall not be construed to restrict or eliminate any appeal right provided by state statute or administrative rule.

§ 34.81 BOARD OF EQUALIZATION.

(A) The Morgan County Commission shall constitute the Morgan County Board of Equalization as provided by Utah law.

(B) The Board shall exercise the powers and duties assigned to county boards of equalization under Utah Code.

(C) The Board may utilize hearing officers, qualified appraisers, County personnel, and other authorized representatives to assist in reviewing and processing appeals, subject to applicable law.

(D) Final determinations shall be issued by the Board or another authority expressly authorized by state law.

§ 34.82 ANNUAL APPEAL FILING PERIOD.

(A) Regular Filing Period. The Morgan County Board of Equalization shall establish an annual regular administrative filing period for appeals concerning the valuation or equalization of real property beginning on August 1 and ending on September 15 of each calendar year.

(B) Closing Date. The regular filing period shall close on September 15. If September 15 falls on a Saturday, Sunday, or legal holiday observed by Morgan County, the regular filing deadline shall extend to the next business day.

(C) Opening Date. The County shall make its regular annual appeal application process available beginning August 1. An application submitted before August 1 shall not be rejected solely because it was submitted before the County's regular administrative filing period if the application is otherwise timely under Utah Code § 59-2-1004.

(D) Statutory Extension. Notwithstanding Subsections (A) and (B), the County shall accept an appeal filed within the time period established by Utah Code § 59-2-1004(3), including any filing period extending beyond September 15 because of the date on which the County Auditor provides the required valuation notice.

(E) Late-Filed Appeals. Applications submitted after the applicable statutory filing deadline shall be reviewed and accepted when required by Utah Code or Utah Administrative Rule R884-24P-66. The Board shall make a determination regarding acceptance of such applications in accordance with state law.

(F) Administrative Closure. Except as otherwise required by state law, the County shall not accept new applications for the regular annual valuation appeal process after the applicable filing deadline.

§ 34.83 APPLICATION REQUIREMENTS.

(A) A property owner or other person authorized by law to appeal shall submit an application in the form and format prescribed by the Morgan County Auditor, acting as the administrative filing officer for the Board of Equalization, subject to requirements of state law.

(B) An application shall identify, as applicable: (1) property owner and authorized representative; (2) property address and parcel identification number; (3) tax year being appealed; (4) assessed value being challenged; (5) requested value, if applicable; (6) grounds for appeal; (7) supporting documentation reasonably required by the Board; and (8) other information required by state law.

(C) Applications shall include the information required by state law concerning the burden of proof applicable to qualified real property and the process for obtaining the property's inflation-adjusted value.

(D) The Morgan County Auditor shall designate and maintain an electronic method for accessing and filing applications to the extent required by Utah Code § 59-2-1004.

(E) An application shall not be rejected solely for a correctable technical deficiency when state law requires an opportunity to correct the deficiency.

§ 34.84 METHODS OF FILING.

(A) The Morgan County Auditor shall have sole administrative discretion to prescribe the forms, formats, submission channels, filing instructions, and designated receiving office or electronic system for Board of Equalization appeals, subject to any submission methods or rights expressly required by Utah law. No particular optional submission method is guaranteed by this subchapter.

(B) The Auditor shall make filing instructions and accepted submission methods available to applicants in the manner required by applicable law. Nothing in this subchapter requires annual publication, website posting, or separate public notice beyond that required by state law. Electronic filings shall be deemed received according to the timestamp recorded by the Auditor-designated system, subject to state law.

(C) Where filing by mail is authorized or required, the timeliness of mailed applications shall be determined under applicable Utah law, including any controlling postmark rule.

(D) Where in-person delivery is authorized or required, applications shall be received at the office and during the business hours designated by the Auditor, subject to applicable law.

(E) The Auditor may establish and revise reasonable administrative instructions governing application format, supporting documents, electronic portals, delivery locations, and other filing logistics without further amendment of this subchapter, provided such instructions do not conflict with state law or change statutory deadlines.

(F) Telephone applications shall be permitted only if separately authorized by resolution of the County legislative body in accordance with Utah Code § 59-2-1004.

§ 34.85 PRELIMINARY REVIEW OF APPLICATIONS.

(A) The County may conduct an administrative review of applications to determine completeness, timeliness, and eligibility for consideration.

(B) The County Assessor may review submitted valuation information and recommend an adjustment or other disposition consistent with Utah law.

(C) The Board or its authorized representatives may request additional documentation reasonably necessary to evaluate the appeal.

(D) Administrative review shall not deprive an applicant of a hearing or other procedural right required by state law.

§ 34.86 HEARINGS AND REVIEW PROCEDURES.

(A) The Board shall provide hearings as required by Utah Code § 59-2-1004 and other applicable provisions of state law.

(B) Hearings may be conducted by the Board or by authorized hearing officers in accordance with applicable law.

(C) The County shall provide required notice of hearings and a reasonable opportunity for the taxpayer to present relevant evidence.

(D) Hearings may be conducted in person or through electronic means when authorized by law and approved by the Board.

(E) The Board may establish reasonable scheduling, evidence submission, and hearing-management procedures that do not conflict with statutory requirements.

§ 34.87 BURDEN OF PROOF AND EVIDENCE.

(A) The burden of proof applicable to valuation appeals shall be determined by Utah Code, including statutory provisions governing qualified real property.

(B) The Board shall consider relevant and competent evidence submitted by the parties.

(C) The Board shall apply applicable statutory standards concerning fair market value, equalization, and the assessment of taxable property.

(D) Nothing in this subchapter shall alter a statutory burden of proof or create an evidentiary presumption inconsistent with Utah law.

§ 34.88 DECISIONS OF THE BOARD.

(A) The Board shall issue decisions within the time periods prescribed by Utah Code.

(B) Decisions shall be documented in writing and shall contain the information required by applicable law.

(C) The County shall provide notice of Board decisions to affected parties in the manner required by state law.

(D) The Board may approve valuation adjustments, stipulations, or other dispositions authorized by law.

§ 34.89 APPEALS FROM BOARD DECISIONS.

(A) A person dissatisfied with a final decision of the Morgan County Board of Equalization may seek further review by the Utah State Tax Commission in accordance with Utah Code § 59-2-1006 and applicable administrative rules.

(B) The County shall provide information concerning applicable appeal rights and deadlines with its final decision notices.

(C) Nothing in this subchapter shall limit a taxpayer's right to further administrative or judicial review as authorized by law.

§ 34.90 ADMINISTRATIVE AUTHORITY.

(A) The Board may adopt supplementary administrative procedures, forms, schedules, and instructions necessary to implement this subchapter.

(B) Such procedures shall be consistent with Utah Code and applicable Utah State Tax Commission rules.

(C) The Morgan County Auditor shall direct the administrative intake of appeals and may designate County personnel to maintain filing records, coordinate scheduling, and communicate with applicants. The Auditor's discretion over filing format and submission methods shall not extend to the Board's adjudicative decisions or override applicable law.

(D) Supplementary administrative procedures shall not modify the filing deadlines or statutory exceptions established by this subchapter and state law.

§ 34.91 STATE LAW CONTROLS.

(A) The provisions of Utah Code Title 59, Chapter 2, and applicable Utah State Tax Commission administrative rules are incorporated by reference to the extent applicable.

(B) In the event of a conflict between this subchapter and applicable state law, state law shall control.

(C) Any amendment to applicable state law shall govern the County's administration of Board of Equalization proceedings to the extent required by law.

§ 34.92 SEVERABILITY.

If any section, subsection, sentence, clause, or provision of this subchapter is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 2. EFFECTIVE DATE

This ordinance shall take effect on January 1, 2027, provided that all publication, posting, and other requirements for enactment under Utah law have been satisfied. The provisions of this ordinance shall apply to Board of Equalization proceedings beginning on or after January 1, 2027, except as otherwise required by state law.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

All ordinances, resolutions, policies, or administrative procedures of Morgan County inconsistent with this ordinance are hereby repealed or superseded to the extent of such inconsistency.

SECTION 4. ADOPTION

PASSED AND ADOPTED by the Morgan County Commission, State of Utah, this _____ day of _____, 2026.

MORGAN COUNTY COMMISSION

_____

Matthew Wilson, Commission Chair

APPROVED AS TO FORM:

_____

Garrett Smith
Morgan County Attorney

ATTEST:

_____

Leslie A. Hyde Morgan County Clerk/ Auditor

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

MORGAN COUNTY COMMISSION

Ordinance CO 26-26

Mobile Food Vending and Food Truck Courts

CODE TEXT AMENDMENT

Prepared for Commission consideration

Requested action

Consider adoption of Ordinance CO 26-26 enacting regulations for mobile food vending, food truck courts, and temporary mobile food gatherings, together with conforming amendments to Chapter 155 of the Morgan County Code.

Code sections

New §§ 155.359 and 155.356; conforming amendments to §§ 155.132, 155.324, 155.366, and 155.369.

Planning Commission recommendation

On November 5, 2026, the Planning Commission unanimously forwarded a positive recommendation with a proposed restriction on trailers or carts only if permitted by state law. The signed recap accompanies this packet. No additional trailer or cart restriction is inserted into the supplied legislative text by this adopting ordinance.

Packet contents

Ordinance CO 26-26 and signature page
Exhibit A — Supplied legislative text and conforming amendments, with existing revision markings preserved
Supporting materials — Planning Commission recap, staff report and motions, staff memorandum, and supplied Utah Code references

MORGAN COUNTY PLANNING COMMISSION

Food Truck Code Amendment Recap

November 5, 2026 | Legislative item 9 | Proposed CO 26-26

Recommendation: The Planning Commission unanimously forwarded a positive recommendation with textual modifications to restrict trailers or carts if permitted under state law*. The recommendation is forwarded to the County Commission for final consideration. **state law allows trailers but not carts*

Request

Enact § 155.359 governing mobile food vending and § 155.356 governing food truck courts and temporary mobile food gatherings, with conforming amendments to §§ 155.132, 155.324, 155.366, and 155.369.

Staff presentation and Commission discussion

Janet Christoffersen described temporary gatherings, conditional use review for permanent courts, phased development, and on-site versus off-site commissary service. Commissioners discussed sanitation, restrooms, music, appearance, infrastructure costs, and workable standards that could help vendors establish a customer base. They distinguished court locations from individual mobile vending and considered whether state law permits excluding towable trailers or carts. Preferences for on-site facilities were discussed; the final motion did not expressly add an on-site commissary or permanent-restroom requirement.

Public hearing highlights

- Jake Allen, a prospective court operator, supported phased development beginning with three or four trucks and potentially expanding to 10–12. He proposed off-site commissary service and portable restrooms initially, with on-site facilities later. He described more dining choices and lower entry costs for vendors, and said court operators would bear facility obligations. In response to infrastructure concerns, he cited proposed parking, electrical, and surface requirements and described a potential location near Trappers Loop in Mountain Green.
- Mark Apuna questioned the location and raised fairness concerns for permanent restaurants, which face substantial parking and infrastructure requirements. Staff and commissioners clarified that this was a countywide code amendment and that individual projects would still require applicable approvals.
- Nikki Nunes expressed concern that portable toilets and the appearance of food-truck operations would conflict with Mountain Green's desired character. She urged established bathrooms and standards comparable to other businesses.

Motion and vote

A motion was made by Member King to forward a positive recommendation on the proposed sections and conforming amendments, with review of restrictions on trailers or carts. Member Watt was second, however proposed that, if state law allows such restrictions, they be imposed. The Chair incorporated the modification, recognized a second, and announced unanimous passage. No numerical tally was stated.

Chair Attestation

I attest that I have reviewed this recap and that it accurately reflects the substance of the Planning Commission's discussion, public hearing, motion, and recommendation on this item at its November 5, 2026 meeting. This recap is provided for transmittal to the Morgan County Commission and does not replace the official meeting minutes.

Signature: _____ Date: 11/12/26

Debbie Sessions, Planning Commission Chair

MORGAN COUNTY

PLANNING COMMISSION
STAFF REPORT
Food Truck Regulation CTA
November 5, 2026

Mobile Food Vending and Food Truck Courts

APPLICATION INFORMATION

Item: Legislative code text amendment **Code:** §§ 155.359, 155.356; conforming §§ 155.132, 155.324, 155.366 and 155.369
Review: Public Hearing / Discussion / Recommendation
Land use authority: Morgan County Commission following Planning Commission recommendation

REQUEST

Enact § 155.359 governing mobile food vending and § 155.356 governing food truck courts and temporary mobile food gatherings, together with conforming use-table, temporary-use, conditional-use and parking amendments.

BACKGROUND

The proposed framework distinguishes ordinary individual mobile vending from a coordinated, ongoing food truck court, and addresses temporary gatherings, site design, shared facilities, parking, vendor changes, management, and enforcement. The court section was renumbered from proposed § 155.360 to § 155.356 to avoid a collision with the separate storage-container proposal.

ANALYSIS AND CONSIDERATIONS

Review compliance with Utah Code Title 11, Chapter 56, including licensing reciprocity, mobile-business events, site-plan limitations and operating restrictions. Court development remains subject to applicable health, building, fire and accessibility requirements. The proposed court approval designation and conforming provisions should be considered together.

STAFF RECOMMENDATION

Staff requests that the Planning Commission review the proposed text, take public testimony, and forward a recommendation to the County Commission. The attached redline is the proposed legislative text; this report does not independently approve any disputed policy choice.

ATTACHMENTS

Attachment A: Proposed food truck and court ordinance text and conforming provisions.
Attachments: Utah Code §§ 11-56-102 through 11-56-106.

MORGAN COUNTY UTAH

ORDINANCE CO 26-26

AN ORDINANCE ENACTING MOBILE FOOD VENDING AND FOOD TRUCK COURT REGULATIONS AND AMENDING RELATED PROVISIONS OF CHAPTER 155 OF THE MORGAN COUNTY CODE

WHEREAS, the County seeks to establish standards for mobile food vending, food truck courts, and temporary mobile food gatherings, including related siting, operation, approval, and parking requirements; and

WHEREAS, the Planning Commission held a public hearing on November 5, 2026, and forwarded a positive recommendation with a proposed modification concerning trailers or carts to the extent permitted by state law; and

WHEREAS, the County Commission has considered the proposed amendment, the Planning Commission recommendation, and the materials and testimony presented for its consideration;

The County Legislative Body of Morgan County ordains as follows:

Section 1 Adoption of code amendments

Chapter 155 of the Morgan County Code is amended by enacting §§ 155.359 and 155.356 and amending §§ 155.132, 155.324, 155.366, and 155.369 as set forth in Exhibit A, attached and incorporated into this ordinance.

Exhibit A consists of § 155.356 Food Truck Courts and Temporary Mobile Food Gatherings, § 155.359 Mobile Food Vending, and the four numbered conforming amendments to §§ 155.132, 155.324, 155.366, and 155.369. Supporting materials are not part of Exhibit A.

ORDINANCE CO 26-26

Section 2 Revision markings and codification

The additions and deletions shown in Exhibit A are adopted as indicated. Stricken text is deleted; added text is enacted; retained text remains in effect. Formatting used only for emphasis does not independently designate an addition or deletion. The County Clerk shall retain Exhibit A with the ordinance. Codification shall omit revision markings and editorial insertion directions while preserving the substantive text adopted. Staff reports, recommended motions, the Planning Commission recap, memoranda, and reproduced state statutes are supporting materials and are not enacted as County Code.

Section 3 State law and remaining provisions

This ordinance shall be administered consistently with controlling state law, including Utah Code Title 11, Chapter 56. No restriction on trailers or carts is enacted except as expressly stated in the adopted legislative text and permitted by controlling law. All provisions of the Morgan County Code not expressly amended by this ordinance remain in effect.

Section 4 Severability

If any provision of this ordinance is held invalid by a court of competent jurisdiction, the remaining provisions shall remain in effect to the extent they can operate independently of the invalid provision.

Section 5 Effective date

This ordinance takes effect 15 days after passage, provided all deposit, publication, or posting requirements of Utah Code § 17-64-502 have been satisfied. If those requirements are completed later, it takes effect upon their completion.

PASSED AND ADOPTED this 17th day of November, 2026.

MORGAN COUNTY COMMISSION

_____

Matthew Wilson, Commission Chair

ATTEST:

_____

Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____

Garrett Smith, County Attorney

COMMISSION MEMBER VOTES:

Michael Newton	Aye ___	Nay ___	Absent ___
Vaughn Nickerson	Aye ___	Nay ___	Absent ___
Blaine Fackrell	Aye ___	Nay ___	Absent ___
Raelene Blocker	Aye ___	Nay ___	Absent ___
Matthew Wilson	Aye ___	Nay ___	Absent ___

EXHIBIT A TO ORDINANCE CO 26-26

§ 155.356 FOOD TRUCK COURTS AND TEMPORARY MOBILE FOOD

GATHERINGS.

(A) Purpose and applicability.

(1) This section establishes land-use, development, and operating standards for food truck courts and temporary mobile food gatherings in unincorporated Morgan County. General mobile food vending standards are established in § 155.359.

(2) A food truck court is an ongoing land use that may operate year-round or seasonally. Individual vendors may occupy the court on a continuing, seasonal, rotating, or occasional basis. The court's approval is not dependent on the identity or continued presence of a particular vendor.

(3) The definitions in § 155.359(B) apply to this section. Mobile food units are subject to § 155.359. This section establishes additional requirements for coordinated sites and gatherings; it does not impose court-development standards on ordinary mobile vending. Applicable health, building, plumbing, electrical, fire, accessibility, and other laws remain applicable.

(4) Other food facilities may participate only as allowed by this section and their applicable health and land-use approvals; their participation does not change their classification under state law.

(B) Relationship to vendor approvals.

(1) A court's land-use approval addresses development and operation of the coordinated site. Vendor credentials and state-law protections are governed by § 155.359(F). Court approval does not replace required vendor credentials or require separate land-use approval for each vendor occupying an approved space.

(2) The court applicant shall provide property-owner authorization and the site and operating plans required by division (D). These requirements apply to development of the court and shall not be used to impose prohibited documentation requirements on individual vendors.

(3) County business licensing otherwise required for the court operator or accessory businesses is administered under Title XI, subject to § 155.359(F). A court approval does not authorize collection of a prohibited mobile-business fee through the court operator.

(C) Food truck courts; location and approval.

(1) Food truck courts are conditional uses, designated C2, in the CB, NC, TC, CS, CH, GC, BP, TPC, MGC, PC, LM, and I districts, subject to this section. The PC designation in this list means the Peterson Commercial District. Other districts are governed by their applicable use provisions. An overlay, approved development plan, or development agreement remains applicable to the extent enforceable under state law.

(2) The Planning Commission is the land-use authority for initial court approval and major amendments, and the Zoning Administrator decides minor amendments under division (H). Review shall follow § 155.366 except that these assignments control over § 155.366(A)(2)(b) and (C)(1). A separate County Commission approval is not required solely because the court is a commercial site. Appeals from decisions under this section shall be heard by the appeals and variance hearing officer under § 155.030, notwithstanding a different appeal designation in § 155.366(A)(2).

(3) A court may be a principal use or an accessory use on a site with another lawful principal use. Shared access, parking, restrooms, and other facilities may be approved when their location, capacity, availability, and continued use satisfy this section.

(4) The approval shall identify the court area, vendor spaces, maximum simultaneous mobile food units, accessory-vendor areas, customer seating and gathering capacity, common facilities, and any approved phases. This section establishes no County-wide numerical maximum on mobile food units within a court. Site capacity shall be based on the approved layout and compliance with applicable access, parking, utility, sanitation, building, and fire requirements.

(5) The Planning Commission shall approve a complying conditional use when reasonable conditions can mitigate its reasonably anticipated detrimental effects under applicable standards, consistent with Utah Code § 17-79-506. Conditions shall identify the applicable standard and the effect being mitigated. A denial shall identify the unmet standard and why reasonable conditions cannot achieve compliance. Approval shall not depend on the identity, menu, cuisine, or competitive effect of an individual vendor.

(D) Court application and site plan.

(1) An application shall identify the property, applicant, property owner, and court operator or proposed management arrangement, and shall include a scaled site plan showing:

(a) Property boundaries; the court area; existing and proposed buildings; vendor spaces and

serving orientations; and applicable setbacks and clear-view areas;

(b) Customer seating, accessible dining areas, queues, pedestrian routes, entrances, vehicle

circulation, parking, loading, and fire access;

(c) Restrooms, handwashing facilities, any proposed commissary or other support building,

waste and grease facilities, enclosed storage, and utility connections;

(d) Landscaping, screening, lighting, court signs, grading, drainage, and snow-storage areas

where needed; and

(e) Areas for accessory vendors, markets, performances, games, and other proposed

activities, together with any proposed phases.

(2) An operating plan shall describe customer-service hours, proposed simultaneous vendor and customer capacity, accessory activities, deliveries and vendor movement, shared-facility maintenance, trash collection, noise management, and the proposed approach to commissary use and servicing. Vendor names and individual operating schedules are not required as part of the land-use application.

(3) The application shall identify proposed water, wastewater, and electrical service. Provider letters or agency approvals are required where applicable to establish service availability and capacity. Approved existing service may be documented without obtaining a duplicative will- serve letter. Internet service is not a required utility under this section.

(4) The Zoning Administrator shall route the application to the County Engineer, Building Official, fire code official, Weber–Morgan Health Department, and other responsible agencies for review of matters within their respective authority. Relevant existing approvals shall be accepted where they cover the proposed use and capacity. Technical studies and construction drawings shall be required only as necessary under applicable standards for the proposed improvements or identified impacts.

(5) Land-use approval may precede final construction and health permits, but shall identify the remaining required approvals and improvements. A court or phase shall not open until its required access, sanitation, utilities, and other facilities are completed and approved by the responsible agencies, except for improvements that may lawfully be deferred with appropriate assurance. Financial assurances shall be governed by applicable County requirements and Utah Code § 17-79-707; this section creates no additional bond requirement for individual vendors or improvements exempt under state law.

(6) The application requirements of this division and the amendment and phasing procedures in division (H) govern food truck courts over conflicting or duplicative requirements of §§ 155.024–155.025 and 155.045–155.048. Independently required construction permits, engineering drawings, and other technical approvals remain applicable.

(E) Court site and development standards.

(1) Layout and mobility. Vendor spaces shall be sized and arranged to accommodate units and their equipment while maintaining the placement, visibility, access, and fire-separation standards in § 155.359(D). Trailers may be unhitched within approved spaces. Unit mobility and utility connections are governed by § 155.359(E)(5).

(2) Setbacks and common areas. Vendor spaces and permanent structures shall meet applicable district setbacks. The court shall provide shared seating and a common dining or gathering area connected to vendor service areas by safe pedestrian routes. Seating, umbrellas, shade structures, landscaping, public art, and outdoor games may be included. Permanent buildings and structures remain subject to applicable commercial or town-center design requirements. Those building-design requirements do not require mobile units to have uniform branding, colors, or materials.

(3) Surfacing and drainage. Vendor pads, vehicle entrances, parking, and circulation areas shall have all-weather surfaces that support anticipated loads, control dust and mud, and prevent sediment from reaching public roads or drainage systems. Applicable paving requirements remain in effect. Where this chapter allows an alternative surface, it may be approved upon the County Engineer's determination that these standards are met. Required accessible routes and spaces shall be firm, stable, slip-resistant, and otherwise compliant with accessibility standards. Grading and drainage shall comply with § 155.338 and applicable engineering standards.

(4) Customer and employee parking. Required court parking is one space per 3.5 customer seats, plus one space per employee on the largest simultaneous shift of the court and its vendors, rounded up to the next whole space. Common seats are counted once. Truck interiors, vendor pads, uncovered gathering areas, and circulation areas are not restaurant floor area for this calculation. A separate principal use retains its applicable parking requirement. The Planning Commission may approve shared parking or a reduction based on a parking analysis demonstrating sufficient spaces for overlapping peak demand, considering approved seating, takeout service, employees, accessory activities, hours, and legally available nearby parking. The approved plan shall identify the resulting number and location of spaces. Standing-room events or markets shall not exceed the parking demand addressed in the approved analysis or any separately approved event plan. This paragraph governs the number and calculation of court parking spaces, including approved shared parking and reductions. Other applicable standards of § 155.369 remain in effect. Vendor spaces are not customer parking spaces.

(5) Pedestrian and vehicle access. Accessible routes shall connect accessible parking, vendor service areas, common seating, and required restrooms and shall remain clear as required by

§ 155.359(D). The plan shall provide for vendor deliveries, arrival, and departure without

moving vehicles through occupied dining areas unless the affected area is temporarily closed to customers. Access to each vendor space shall be available for servicing and removal without moving permanent structures.

(6) Restrooms and handwashing. Approved toilet and handwashing facilities shall be available to employees and customers throughout customer-service hours. Number, type, accessibility, location, and plumbing shall satisfy applicable health, building, and plumbing requirements for the approved use and capacity. Facilities in an existing building may be used when approved by the responsible officials and secured by an enforceable arrangement for access and maintenance. Portable facilities may be used only when those officials approve them for the particular use and duration; they do not automatically substitute for permanent facilities required by applicable codes. Expansion shall not exceed approved facility capacity.

(7) Water, wastewater, and grease. The court shall provide approved systems or servicing arrangements sufficient for its common facilities and approved vendor operations. Required connections to available public systems shall comply with applicable provider and County standards. Alternative water or wastewater systems require approval from the agencies having jurisdiction. Wastewater and grease shall be collected, stored, and disposed of through approved systems. A direct water, wastewater, or gas connection at every vendor space is not required where the responsible agencies approve another lawful arrangement. Common potable-water and wastewater facilities shall be protected against cross-connections and contamination.

(8) Power and fuel. Food truck courts shall provide electrical service and properly installed connections sufficient for the approved use and vendors that require external power. Generators may supplement service during a power outage, an approved construction phase, or an approved temporary event, subject to fire and noise requirements. A different permanent power source may be approved if it complies with applicable codes and noise standards. Utility distribution and connections are subject to § 155.359(E)(7). Propane storage and

distribution shall comply with the fire code. Shared fuel systems require the approvals applicable to those systems.

(9) Waste, storage, and maintenance. The court operator shall provide shared refuse and recycling facilities sufficient for the operation, arrange collection, and maintain common areas in a clean condition. Containers shall be covered and screened where required by applicable commercial standards. Individual patron receptacles may be supplied by vendors or the court operator. Food and food-service equipment storage is governed by § 155.359(E)(2). Other bulk supplies and maintenance equipment shall be stored in enclosed storage, except for outdoor items shown on the approved site plan. The operator shall maintain required paths and access during snow and ice conditions.

(10) Landscaping, lighting, and noise. Landscaping, screening, and exterior lighting shall comply with §§ 155.335, 155.345, and 155.352, as applicable. The lighting plan shall show fixtures and illumination sufficient to verify compliance; photometric information shall be provided where required by those standards. Service equipment and performance areas shall be located and oriented to meet applicable noise requirements and reduce direct effects on adjoining residential property. Any additional mitigation imposed through the CUP shall be tied to an applicable objective standard and identified impact.

(11) Signs and structures. Court identification, directional signs, and common menu displays shall comply with § 155.368. Individual vendor signs and portable menu boards are governed by § 155.359(E)(4). Pavilions, canopies, containers converted to buildings, stages, heaters, fire pits, and other improvements require the building or fire approvals applicable to the particular installation. A court approval alone does not authorize a separate restaurant, bar, or other principal use not included in the approval.

(F) Commissary and servicing requirements.

(1) A court may include a shared on-site commissary as an accessory facility serving its vendors. The commissary shall obtain the health and construction approvals applicable to its actual functions and shall provide the capacity and equipment required for the vendors it serves. No minimum kitchen floor area is established by this section. A kitchen serving unrelated outside businesses or functioning as a separate principal use remains subject to the approvals applicable to that additional use.

(2) This section does not independently require every court to construct an on-site commissary. The requirement may be satisfied, as approved by the local health officer, through an on-site commissary, use of an approved off-site commissary, or an exemption or other alternative authorized by applicable health law. Approval of common seating, restrooms, or utility hookups does not itself establish or approve a commissary.

(3) A vendor using an off-site commissary shall continue to return and maintain records at the frequency required by the local health officer. A vendor intending to remain at the court between operating days shall obtain any required health approval for that parking and servicing arrangement. An off-site commissary agreement alone does not authorize the vendor to disregard required return or servicing obligations. Where the proposed operation cannot comply through an approved off-site arrangement or lawful exemption, the necessary approved on-site facilities or a revised operation shall be provided before that operation begins.

(4) The court operator is responsible for any commissary or common servicing facility the operator provides. Each vendor remains responsible for its own health permit and approved servicing arrangement. County land-use officials shall not substitute their own kitchen, equipment, or servicing requirements for determinations assigned by law to the health authority.

(G) Court operation and accessory activities.

(1) Management. The court shall have a designated operator and a current contact available during operating hours to address site conditions. The operator shall maintain common facilities and ensure that participating vendors have the credentials required by § 155.359(F). Vendors remain responsible for their individual operations under § 155.359(G). The County shall not regulate the amount or form of private vendor rent or service charges under this section.

(2) Vendor flexibility and overnight parking. Continuing, seasonal, rotating, guest, and event vendors may occupy approved spaces within the court's approved capacity. Units may remain in those spaces overnight and between operating days, subject to division (F), § 155.359(E)(5), and lawful conditions of approval.

(3) Accessory activities. Common seating, shade, outdoor games, public art, seasonal decorations, small live performances, and farmers' or artisan-market booths may be included in the court's site and operating plan. Nonfood vendors may sell from designated booths or tables. Such activities shall remain subordinate to the court's dining and gathering use, remain within the approved activity areas and capacity, and comply with applicable licensing, health, fire, noise, and other requirements. Ordinary vendor substitutions and individual performances within the approved scope do not require separate land-use approval.

(4) Events beyond approved operation. An activity requiring street closure, using land outside the approved court area, or exceeding approved parking, attendance, sanitation, or operating limits shall obtain any otherwise required event or amended land-use approval, subject to § 155.359(F)(4). A separately regulated activity, including alcohol service, remains subject to its applicable approvals.

(5) Hours. Customer-service hours are governed by § 155.359(E)(1). The Planning Commission may approve different court hours through the CUP based on compliance with applicable noise, lighting, and other site standards.

(H) Vendor changes, amendments, and phasing.

(1) Changes not requiring land-use approval. Substituting vendors; changing menus; changing vendor tenure or private contracts; leaving approved spaces vacant; and placing a compliant replacement unit within an approved space do not require a new or amended CUP. The replacement shall fit within the approved space and available facilities without obstructing required access or exceeding approved site capacity. Required health, fire, or other operational approvals remain applicable.

(2) Minor amendments. The Zoning Administrator shall approve a proposed site adjustment administratively when it remains within the approved court boundary and simultaneous vendor and customer capacity; preserves required setbacks, access, parking, drainage, landscaping, and utility capacity; complies with applicable standards; and does not change approved customer-service hours or enlarge the authorized scope of accessory activities. Necessary review by engineering, building, fire, or health officials may be obtained. The written approval shall identify the revised plan and findings of compliance.

(3) Major amendments. An increase in approved simultaneous vendor or customer capacity, expansion of the court boundary, change in approved hours, addition of a principal use, or other change not qualifying under paragraph (2) requires Planning Commission review under this section. An increase within an existing district where courts are allowed does not require a text amendment merely because more vendor spaces are proposed. Review of an amendment shall address the proposed change and its effects on the approved development, subject to applicable law.

(4) Phasing. The initial approval may establish ultimate site capacity and phases. A phase may open when the facilities needed for that phase have been completed and approved. Opening a phase already authorized by the approved plan requires verification of compliance, rather than a new CUP. Improvements supporting a later phase need not be completed to open an earlier phase unless necessary for the earlier phase's safe and

lawful operation.

(5) Continuity. The court's land-use approval runs with the land, subject to applicable expiration, abandonment, and enforcement provisions. Ordinary turnover, vacancies, or approved seasonal operation do not, by themselves, terminate the approval. A change in court operator requires updated contact information and compliance with otherwise applicable licensing requirements, but not a new land-use approval solely because management changes.

(I) Temporary mobile food gatherings.

(1) Temporary mobile food gatherings are subject to § 155.359 and any independently required event approval. The presence of several mobile food units at an event does not, by itself, require a court CUP or permanent court improvements.

(2) A gathering at a location where mobile food vending is allowed under § 155.359(C) does not require a temporary-use permit solely because multiple mobile food units participate. Temporary structures, street closures, entertainment, or other activities that independently require approval remain subject to applicable requirements and § 155.359(F)(4).

(3) A temporary-use or event approval may authorize removable seating, shade, restrooms, and other facilities appropriate to its approved scope and duration. The organizer shall maintain required access and sanitation and remove temporary installations at the conclusion of the authorized use. This paragraph does not impose a relocation requirement or operating-day limit on an individual mobile business contrary to § 155.359.

(4) Permits, fees, and restrictions on mobile businesses participating in events are governed by § 155.359(F)(4). A permit under § 155.324 shall not be required or conditioned in conflict with those provisions.

(J) Compliance and enforcement.

(1) The court operator shall maintain the site in compliance with its approval. General enforcement procedures are governed by § 155.359(G). Suspension or revocation of a court CUP is governed by § 155.366(C)(3), subject to required notice and opportunity to be heard and controlling state law.

(2) A violation confined to an individual vendor does not automatically revoke the court's land- use approval. Enforcement shall address the responsible operation and the nature of the violation. Court-wide action may be taken where common facilities or site operations fail to comply, the operator fails to correct a violation within its responsibility, or otherwise authorized by applicable law.

(3) County land-use approval does not waive or override another agency’s lawful order or permit condition.

EXHIBIT A CONTINUED

Attachment A:

Mobile Food Vending and Food Truck Courts

§ 155.359 MOBILE FOOD VENDING.

(A) Purpose and applicability.

(1) This section regulates mobile food vending in unincorporated Morgan County, including individual units operating on streets, public property, and private parking lots. Divisions (D) through (G) apply to all mobile food units, including units within food truck courts and temporary mobile food gatherings. Location and additional site requirements are governed by division (C) and § 155.356, as applicable.

(2) Food truck courts and temporary mobile food gatherings are governed additionally by § 155.356. Ordinary mobile vending does not require a court approval unless the site constitutes a food truck court under division (B)(3).

(3) Relationship to other provisions. Notwithstanding § 155.002(B) and other general conflict provisions of this chapter, an express standard or exception in this section or § 155.356 controls the same subject over a conflicting general provision of this chapter. Where § 155.356 expressly establishes a different standard or exception from this section, § 155.356 controls that subject. Other applicable requirements remain in effect. This paragraph does not waive controlling state or federal law or an independently applicable traffic, health, building, plumbing, electrical, fire, accessibility, or floodplain requirement. All requirements are subject to division (F).

(B) Definitions. The following definitions apply to this section and § 155.356.

(1) Commissary. A food service establishment permitted by a local health department and approved to support mobile food operations as provided in Utah Administrative Code R392- 102. A commissary may provide food preparation, storage, cleaning, waste disposal, water replenishment, or other approved servicing functions.

(2) Court operator. The person or entity responsible for managing a food truck court and maintaining its common areas, facilities, and compliance with the court's land-use approval. A court operator may also operate a vendor business, but providing premises and common amenities alone does not make the court operator the operator of each vendor's food business.

(3) Food truck court. A site planned, arranged, and managed as a single ongoing commercial use to accommodate multiple mobile food units, with designated vendor spaces and shared customer seating, dining, or gathering areas. The term includes a food truck park. The site may occupy one parcel or contiguous parcels under coordinated management. A court may operate with fewer vendors than its approved capacity. The number of units present, their proximity on unrelated properties, or the number of days an individual unit operates does not, by itself, establish a food truck court. Ordinary mobile vending and temporary mobile food gatherings that do not establish this ongoing use are not food truck courts.

(4) Mobile food unit. A food truck or food cart as defined in Utah Code § 11-56-102, including a qualifying towable food trailer.

(5) Temporary mobile food gathering. A gathering of mobile food units associated with a particular event or limited series of events, using removable amenities without establishing an ongoing food truck court. A gathering may recur without becoming a court solely because it recurs.

(6) Vendor space. A designated area within a food truck court for a mobile food unit or an accessory vendor authorized under the court's approved site plan. The term includes the unit's associated service area and equipment, but does not include required common pedestrian routes or customer parking.

(C) Locations and residential areas.

(1) On private property, mobile food vending is allowed with the property owner’s consent in a zone where a food establishment is a permitted or conditional use, subject to this section. Mobile units may also occupy approved vendor spaces in a food truck court under § 155.356(C). An individual unit operating under this paragraph does not require a separate conditional use permit merely because a food establishment is a conditional use in that zone. Court approval requirements are governed by § 155.356.

(2) Outside an approved food truck court, ordinary walk-up mobile food vending is prohibited in a residential or rural residential district where a food establishment is neither a permitted nor a conditional use, except as provided in paragraph (3). Where a food establishment is a permitted or conditional use in such a district, this section shall not be applied to entirely or constructively prohibit mobile food vending contrary to Utah Code § 11-56-106.

(3) A mobile food unit may serve a lawful private catered event on private property in a residential district with the property owner’s consent, when service is limited to the event’s invited participants. A unit may also serve participants in a lawful school, religious, recreational, or similar institutional event when food service is authorized as part of that use. These exceptions do not authorize an ongoing commercial vending site open to the general public.

(4) Street vending is allowed only in lawful parking spaces along street segments abutting property in a zone where a food establishment is a permitted or conditional use, or in an area expressly authorized for vending by the public entity controlling the property. Vending from a travel lane, bicycle lane, median, or a location where

parking is prohibited is prohibited. Applicable parking time limits remain in effect.

(5) Use of other public property requires authorization from the entity controlling that property. Land-use approval under this section or § 155.356 does not itself grant a lease, reservation, or other property-use authorization. Use of County property remains subject to applicable County-property requirements, including §§ 150.25 through 150.27, the airport provisions of this chapter, and Chapter 70. Use of County property remains subject to applicable County contracting and facility-use policies and County-property requirements, including §§ 150.25 through 150.27, the airport provisions of this chapter, and Chapter 70.

(D) Placement, visibility, and access.

(1) Regardless of whether a front yard is required, mobile food operations shall maintain the clear-view triangle established by § 155.315(A), formed using points 25 feet from the intersection of the curb lines as specified in that section. No mobile food unit, canopy, sign, equipment, or other opaque obstruction exceeding three feet in height, measured as provided in that section, may occupy the triangle. Serving windows and customer queues shall remain outside the triangle. Deviations require County Engineer approval under § 155.315(B).

(2) Units and associated activities shall not obstruct sight distance at driveways, parking-lot entrances or exits, or pedestrian crossings as required by applicable County engineering and roadway standards.

(3) No unit, queue, furniture, sign, equipment, cord, or hose may obstruct a driveway, drive aisle, loading area, building exit, fire lane, hydrant, utility access, pedestrian crossing, or required accessible route. Accessible parking spaces, access aisles, and curb ramps shall remain available for their intended use.

(4) Serving windows shall face a sidewalk or protected customer service area. Customers shall not be required to stand in a travel lane, bicycle lane, or active drive aisle. Vehicle movement shall be separated from the service area and queue. Service to occupants of vehicles requires a separately approved drive-through use.

(5) Units shall occupy stable surfaces suitable for their loads and shall not damage required landscaping. Placement shall maintain applicable fire separation. Canopies shall provide at least seven feet of vertical clearance, or greater clearance where required by applicable accessibility or building requirements, and shall not obstruct circulation.

(6) Units shall not displace parking required for another use unless a lawful site approval allows shared or reallocated parking. No separate restaurant floor-area parking calculation is imposed on an individual mobile unit by this section. Court parking is governed by § 155.356(E)(4). Accessible spaces and access aisles remain subject to paragraph (3).

(E) Operating standards.

(1) Customer service is allowed from 7:00 a.m. to 10:00 p.m., unless a lawful event or site approval authorizes different hours. Different court hours may be approved under § 155.356(G)(5). Quiet setup, cleaning, security, refrigeration, and lawful overnight parking are not customer service. Noise and public-safety requirements apply at all times.

(2) Vendors shall provide or have access to adequate refuse containers and remove litter and waste attributable to their operations. Shared containers may satisfy this requirement. Food preparation and storage, potable water, handwashing, employee toilet access, wastewater, grease, and servicing shall comply with applicable health requirements, including Utah Administrative Code R392-102 and any lawful exemption or alternative approved by the local health officer. Wastewater, grease, and cleaning water shall not be discharged to the ground, a storm drain, or an unapproved disposal system.

(3) Generators, refrigeration, amplified sound, fuel, cooking equipment, and electrical connections shall comply with applicable noise, fire, and construction requirements. Cords and hoses shall be protected and shall not

obstruct required routes. Vehicle engines shall not idle during customer service except when necessary for lawful food-service equipment or a safety function. Outdoor lighting shall comply with § 155.352, including its applicable exemptions.

(4) Signs. Ordinary identification and advertising graphics integral to a lawfully operating mobile food unit and one portable menu board no larger than two feet by three feet per operating unit are allowed without a separate County sign permit. Those graphics and boards are exempt from the temporary-promotion periods and common sign-theme requirements of

§ 155.368. Menu boards shall remain outside required pedestrian routes, sight-distance areas,

and vehicle circulation areas, shall be removed when customer service ends, and shall not occupy a public right-of-way without lawful authorization. Applicable visibility, lighting, and traffic-safety requirements remain in effect. Other signs, including permanent court signs and common freestanding menu displays, remain subject to § 155.368.

(5) Mobility and overnight parking. Units shall remain removable by their ordinary means of transport, with readily disconnectable utility connections. Permanent structures, permanent site improvements, and incorporation of a unit into a permanent structure require applicable approvals. This section imposes no daily relocation requirement or operating-day limit. Overnight parking is subject to paragraph (6) and applicable health, fire, commissary, and servicing requirements. Habitation in a unit is prohibited.

(6) Parking requirements. Units shall comply with Chapter 70 and Utah Code Title 41, Chapter 6a, including applicable parking time limits, snow-removal restrictions, and traffic and fire- access clearances. The 48-hour restriction in § 70.16 applies to public roads, streets, and County-owned property; it does not apply to private property. The permanent-parking prohibition in § 155.318(A) does not apply to lawful mobile food vending under this section, overnight parking incidental to that operation, or occupancy of an approved vendor space under § 155.356. This exception does not waive other applicable location, placement, or safety requirements. Storage unrelated to a lawful vending operation remains subject to §§ 155.318 and 155.327, as applicable. Compliance with, or a deviation from, § 155.315 does not waive traffic or parking requirements.

(7) Utility connections. Notwithstanding § 155.326(A) and (B), approved above-ground service pedestals and readily disconnectable utility connections may serve mobile food units. Underground requirements for permanent utility distribution and the restrictions on equipment in designated snow-storage easements under § 155.326(H) remain applicable.

(F) Credentials and state-law protections.

(1) Each vendor shall maintain the business license, health permit, and fire approval applicable to its operation. The County shall recognize qualifying Utah credentials under Utah Code §§ 11-56-103 and 11-56-104. Required copies shall be kept in each operating unit as provided by state law.

(2) No additional County mobile-food license, vendor registration fee, or permit for each operating location and time is required by this section. The County shall not require submission of operating dates, times, or duration, impose prohibited operating-day limits, require written owner-consent documentation, impose a minimum distance from a restaurant, restrict unit size, or require duplicative inspections contrary to Chapter 56.

(3) Notwithstanding §§ 155.024–155.025, 155.045–155.048, and 155.366, ordinary mobile food vending at a location allowed by this section does not require a separate land-use application, site plan, use permit, or conditional use permit solely because a mobile food unit operates there. Any independently applicable requirement shall comply with Utah Code § 11-56-106, including its prohibition on a private-property site plan

where a unit operates at the same location for less than 10 hours per week and its prohibition on a site plan for each public- right-of-way location where mobile vending is allowed. Reaching 10 hours does not, by itself, trigger a permit or court approval under these sections.

(4) Mobile-business events are subject to Utah Code § 11-56-105. No participating mobile business shall be required to obtain a private-property event permit or pay a fee prohibited by that section. Health permits for temporary mass gatherings are governed by that section. Restrictions on streets and abutting sidewalks temporarily closed for an event are governed by Utah Code § 11-56-106(2). Temporary mobile food gatherings are addressed in § 155.356(I).

(5) The protections in this division do not dispense with property-owner authorization or site and operating plans required for development of a food truck court under § 155.356(B) and (D), or with approvals independently required for permanent improvements. Such requirements shall not be imposed on ordinary mobile vending by treating repetition, duration, or the presence of several units alone as establishment of a court.

(G) Enforcement.

(1) Vendors are responsible for their operations. A property owner or court operator remains responsible for obligations otherwise imposed on that person by law or an applicable site approval. Enforcement shall address the responsible person and actual violation.

(2) Enforcement and penalties are governed by § 155.999 and other applicable provisions of this Code and state law, including required notice and opportunity to be heard. Land-use appeals are governed by § 155.030 except where another applicable provision designates an appeal procedure. Court permit suspension and revocation are governed by § 155.356(J). Nothing limits lawful emergency action by an authorized official.

(3) This section shall be administered consistently with Utah Code Title 11, Chapter 56. A conflicting requirement shall not be applied to the extent prohibited by controlling law.

EXHIBIT A CONFORMING CODE AMENDMENTS

Red underlining identifies proposed additions. Insertion directions are not codified.

1. § 155.132 Use regulations

Add the following entry under “Accommodation and food services” in the use table:

Use	CB	NC	TC	CS	CH	GC	BP	TPC	MGC	PC	LM	I
Food truck courts (§ 155.356)	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2	C2

Add the following paragraph immediately after the use table:

Mobile food vending is governed by § 155.359; food truck courts and temporary mobile food gatherings are governed by § 155.356. The C2 designation applies only to courts. Those sections control over conflicting requirements of this section, subject to Utah Code Title 11, Chapter 56.

2. § 155.324 Temporary use permits

Add the following paragraph at the end of division (A):

The requirements and exemptions in §§ 155.359 and 155.356 govern mobile food vending, food truck courts, and temporary mobile food gatherings. Section 155.359(F) controls conflicting requirements of this section. Food truck courts, including seasonal courts, shall be reviewed under § 155.356 as ongoing land uses.

Add the following exemptions as divisions (D)(1)(j) and (k):

(j) Mobile food vending allowed under § 155.359 and temporary mobile food gatherings exempt under § 155.356(I)(2). This exemption does not waive approval independently required for another activity or improvement.

(k) Activities expressly included within a food truck court’s approved site and operating plan, when conducted within the approved areas, capacity, and operating limits under § 155.356. This exemption does not waive an independently required health, fire, building, alcohol, street-closure, or other approval.

EXHIBIT A CONFORMING CODE AMENDMENTS CONTINUED

3. § 155.366 Conditional uses

Add the following sentence at the end of division (A)(2)(b) and at the end of division (C)(1):

For food truck courts, the specific approval and appeal provisions of § 155.356(C)(2) and (H) control.

4. § 155.369 Off street parking requirements

Add the following entry to the parking table in division (D)(2):

Use	Required parking
Food truck courts	As provided in § 155.356(E)(4).

Add the following paragraph immediately after the parking table:

Sections 155.359(D)(6) and 155.356(E)(4) govern mobile food vending and court parking notwithstanding other standards in this section. Separate principal uses retain their applicable parking requirements.

MORGAN COUNTY COMMISSION

AGENDA ITEM COVER SHEET

November 17, 2026

CO 26-28

Land Use Notice Requirements and Procedures

Presenter: Kate Becker, CAM
Requested action: Public Hearing / Discussion / Decision

Requested decision

Consider adoption of CO 26-28 amending Morgan County Code §§ 155.029, 155.031, 155.032, 155.444, 155.445, 155.515, and 155.534.

Summary

The amendment removes specified County newspaper-publication requirements, preserves applicable state-law notice requirements, coordinates notice methods and deadlines, clarifies continued hearings, and aligns subdivision and development-agreement procedures.

Planning Commission recommendation

On November 5, 2026, the Planning Commission unanimously forwarded a positive recommendation with Janet Christoffersen's additional findings. The attached recap records no public testimony. The proposed ordinance incorporates the clarification that the unsigned-owner hearing provision applies to the portion of the subdivision proposed to be amended.

Fiscal impact

Potential reduction in newspaper-publication costs. No quantified savings or appropriation is proposed.

Suggested motions

Approve: I move to adopt CO 26-28, including Exhibit A and the subdivision-owner clarification.
Approve with modifications: I move to adopt CO 26-28 with the following modifications: _____.
Deny: I move to deny CO 26-28 based on the following findings: _____.

Packet contents

Proposed adopting ordinance and signature/vote page; Exhibit A with the seven-section redlines and subdivision-owner clarification; and the supplied November 5, 2026 Planning Commission Recommendation and Recap.

Before adoption, verify required County Commission hearing notice and reconcile the final exhibit against the current adopted code.

MORGAN COUNTY

ORDINANCE CO 26-28

Land Use Notice Requirements and Procedures

AN ORDINANCE AMENDING MORGAN COUNTY CODE §§ 155.029, 155.031, 155.032, 155.444, 155.445, 155.515, AND 155.534 REGARDING LAND USE NOTICE AND HEARING PROCEDURES.

The County Legislative Body of Morgan County ordains as follows:

Section 1 Purpose and findings

The Commission desires to clarify land use notice and hearing procedures, remove specified local newspaper-publication requirements, retain notices required by applicable law, and coordinate subdivision and development-agreement procedures. The Planning Commission held a public hearing on November 5, 2026 and unanimously forwarded a positive recommendation with additional findings concerning notice within the portion of a subdivision proposed to be amended.

Section 2 Code amendments

The seven sections identified above are amended as shown in Exhibit A, attached and incorporated into this ordinance. Struck text is deleted and underlined text is added. Unmarked text is retained. Only the provisions shown as amended are changed; omitted provisions remain in effect.

Exhibit A includes the Planning Commission clarification to § 155.444(E)(2): “A public hearing is required because all the owners within the portion of the subdivision proposed to be amended have not signed the revised plat.” This provision is applied subject to the hearing exceptions in applicable state law.

Section 3 Construction and codification

Nothing in this ordinance waives a notice, hearing, mailing, posting, publication, objection period, or other procedure required by controlling state law. The County Clerk shall retain the complete adopted ordinance and Exhibit A. Codification may remove editorial redline markings and make nonsubstantive formatting corrections, but shall not change the substance of the adopted text.

Section 4 Severability

If any provision of this ordinance is held invalid, the remaining provisions shall remain effective to the extent they can operate independently.

Section 5 Effective date

This ordinance shall take effect no sooner than fifteen days after passage and only after filing and completion of the applicable publication or posting requirements of Utah Code § 17-64-502.

PASSED AND ADOPTED by the Morgan County Commission this 17th day of November, 2026, if approved by the vote recorded below.

MORGAN COUNTY COMMISSION:

_____
Mattew Wilson, Commission Chair

ATTEST:

_____
Leslie A. Hyde, County Clerk/Auditor

APPROVED AS TO FORM:

_____
Garrett Smith, County Attorney

COMMISSION MEMBER VOTES:

Michael Newton	Aye ___ Nay ___ Absent ___
Vaughn Nickerson	Aye ___ Nay ___ Absent ___
Blaine Fackrell	Aye ___ Nay ___ Absent ___
Raelene Blocker	Aye ___ Nay ___ Absent ___
Matthew Wilson	Aye ___ Nay ___ Absent ___

Exhibit A Land Use Notice Amendments

Morgan County Code §§155.029(C)(3), 155.031, 155.444, 155.445, 155.515 and 155.534

Consolidated redlines for all six sections accompanying the separate, complete §155.032 redline. Only the provisions shown below are amended; omitted provisions remain unchanged.

§ 155.029 GENERAL PLAN.

(C) Adoption.

(3) The governing body shall hold a public hearing on the proposed General Plan recommended ~~to it by the Planning Commission. The governing body shall publish notice of the time, place and purpose of the public hearing in a newspaper of general circulation in the county at least ten days before the hearing at which the proposed General Plan is to be considered and public comment heard.~~ by the Planning Commission. Before that hearing, the governing body shall give notice of its time, place and purpose using the hearing-notice procedures in § 155.032(D) of this code, including the applicable notice period and mailed notice to affected entities. Public comment shall be heard at the hearing.

Section 155.031 Public hearings public comment and public meetings

Amend division (B)(3).

(3) The land use authority, body or official conducting a public hearing or agendized public comment item may, upon the body's or official's own motion, postpone the hearing or public comment item. An applicant may request and shall be granted one postponement if requested 48 hours prior to a noticed meeting. Thereafter, any postponement shall be granted at the discretion of the body or official conducting the public hearing or agendized public comment ~~item.~~ item. Any postponement or continuation remains subject to applicable statutory deadlines. For proceedings before the Planning Commission or County Commission, the notice and continuation procedures in § 155.032(J) also apply. A postponement before a hearing convenes does not qualify for the notice exception for a continued open hearing under § 155.032(J)(3).

Section 155.444 Procedure for subdivision plat amendments

Amend the introductory language of division (E), divisions (E)(1) and (E)(2), and division (F)(6). Division (E)(2) incorporates the Planning Commission clarification of November 5, 2026, consistent with Utah Code § 17-79-711.

(E) The land use authority shall hold a public hearing within 45 days after the day on which the petition is filed ~~if:~~ if either of the following occurs, subject to the hearing exceptions and any different scheduling requirements in Utah Code § 17-79-711, as amended, renumbered, recodified or replaced by a successor provision:

(1) ~~Any owner within the plat notifies the county of the owner's objection in writing within ten days of mailed notification;~~ An owner within the subdivision submits a written objection to the land use authority by the deadline stated in the notice provided under § 155.032(G)(3); or

(2) A public hearing is required because all the owners ~~in the subdivision~~within the portion of the subdivision proposed to be amended have not signed the revised plat.

Division (F)(6):

(6) Notice has been given to adjacent property, in accordance with § ~~155.031~~ 155.032 of this code.

§ 155.445 NOTICE.

(A) Notice of ~~any proposed plat amendment shall be given as required by § 155.031 of this code.~~ a proposed plat amendment shall be given as required by § 155.032 of this code and applicable Utah Code §§ 17-79-207, 17-79-208, and 17-79-711, each as amended, renumbered, recodified, or replaced by a successor provision.

(B) The petitioner for any proposed plat amendment shall pay the costs for any notices required by this subchapter.

(Prior Code, § 8-12-62) (Ord. 10-16, passed 12-14-2010; Ord. 19-09, passed 10-15-2019)

Section 155.515 Wireless telecommunication facilities

Amend divisions (K) and (L).

(K) Public hearing. All conditional use applications shall have a public hearing before the Planning Commission. Public hearings by the governing body are optional. In addition to all other notices required by law and no less than ten days prior to the public hearing, the applicant shall cause that a sign be constructed and placed on the lot where the proposed wireless telecommunication facilities are to be located. The sign shall be placed near the frontage road in a conspicuous location, with its view unobstructed, so as to be easily read by the public. The sign must be two feet by three feet in size and must state that a public hearing is to be held on the erection of a tower or other wireless telecommunications facility on this lot. The sign shall give the date, time and place of the hearing. The words "a public hearing" must be printed in letters at least four inches high. Following the public hearing, the Planning Commission shall make a recommendation to the County Commission regarding an approval, approval with conditions or a denial of the ~~application.~~ application. For a continued public hearing that satisfies § 155.032(J)(3), the ten-day sign notice period in this division need not begin again. The sign shall remain posted, and its hearing information shall be updated as required by § 155.032(J).

(L) Public notice. The applicant shall provide stamped, addressed envelopes for each property owner within 600 feet of the proposed facility property line, or 1,200 feet from the proposed facility, whichever is ~~less.~~ less. The envelope requirement in this division does not reduce the recipients or notice requirements imposed by § 155.032.

Section 155.534 Development agreement procedures

Amend divisions (A) and (D).

(A) All development agreements shall be considered and approved by the County Commission at a regular meeting. If a development agreement contains any provision proposing to amend the county's General Plan or land use ordinance, including zoning designation of the subject property, the procedures of the county required for a General Plan or land use ordinance amendment shall be followed, including complying with all noticing and public hearing ~~requirements.~~ requirements. If a development agreement would allow a use or development that applicable land use regulations would otherwise prohibit, the county shall follow the procedures required by Utah Code §§ 17-79-508 and 17-79-502, each as amended, renumbered, recodified or replaced by a successor provision, including Planning Commission review and recommendation, required public hearings, and notice under § 155.032(E).

(D) ~~The~~ Except when Planning Commission review and recommendation are required under division (A) or applicable state law, the County Commission, in considering a development agreement, may request a recommendation of the Planning Commission on planning, allowed uses or other development matters that may be associated with the proposed development agreement.

§ 155.032 NOTICING.

~~Required notice of public meetings and public hearings for land use applications and ordinances shall include and comply with the following provisions.~~ The county shall provide notice of public hearings and public meetings concerning land use applications, the General Plan, land use ordinances, and zoning maps as required by this section and applicable state law. The requirements below identify the persons entitled to notice, the methods of notice, and the applicable notice periods. Newspaper publication is not required unless applicable state law requires it.

(A) Mailing list and labels.

(1) The applicant for a site-specific land use application which requires a public hearing shall provide the Planning and Development Services Department with an approved list of all owners of real property located within 1,000 feet of the boundary of the subject property parcel, as shown on the official records of the County Recorder.

(2) The applicant shall pay to the county a fee in the amount of the actual costs incurred by the county in providing the notice and shall bear sole responsibility to ensure the accuracy of the property owner list.

(B) Applicant notification. For ~~all~~ each land use ~~applications,~~ application, the county shall ~~be required to give notice to~~ notify the applicant of the date, time and place of each public hearing and public meeting ~~to consider~~ concerning the ~~application,~~ application and of any final action on ~~a pending~~ the application. The county shall ~~also~~ provide ~~to each~~ the applicant with a copy of each staff report ~~regarding~~ concerning the applicant or ~~the pending~~ application at least three business days before the public hearing or public ~~meeting and notify the applicant of any final action on a pending application.~~ meeting.

(C) Notice to third parties. For site-specific land use applications which require a public hearing, the county shall mail notice to the record owner of each parcel within a 1,000-foot radius of the subject property, and the applicant shall post a sign on the property according to the following regulations.

(1) The applicant shall post a county-provided sign along each street on which the subject property has frontage. If the subject property does not abut a street, then the sign should be posted on a nearby street as determined by the Zoning Administrator. Sign shall be of sufficient size, durability, print quality and location that it is reasonably calculated to give notice to those passing by. It shall be the responsibility of the applicant to remove and dispose of the sign(s) within five calendar days after the final hearing or meeting regarding the application. Third-party property owners who live within the 1,000-foot radius but outside of the county boundaries shall be sent notice equivalent to that sent to property owners within the county.

(2) The applicant shall submit a signed affidavit of public posting.

(3) The affidavit shall include a photograph verifying that the sign has been installed, at least ten days prior to the required public hearing or meeting.

(4) Failure to post the public notice sign and provide the required verification at least ten days prior to the required public hearing will cause a delay in the processing of the application, to allow for the required public hearing notice.

(5) If the sign is destroyed or damaged the applicant shall replace the sign within 12 hours upon being notified.

(D) General ~~plan adoption or amendment. The county shall provide advance notice of the date, time and place for public hearings and meetings regarding a General Plan adoption or amendment~~ Plan adoption or amendment. The county shall provide notice of public hearings and public meetings concerning the adoption or amendment of all or any portion of the General Plan as follows.

(1) The county shall provide notice of the ~~first public hearing to consider the adoption or modification of all or any portion of the General Plan at least ten calendar days before the public hearing. Notice shall be:~~ date, time and place of the first public hearing at least ten calendar days before the hearing. The county shall provide the notice through each of the following methods.

(a) ~~Published on the state's public notice website created in the state code;~~ The county shall publish the notice on the Utah Public Notice Website.

(b) ~~Mailed to each affected entity; and~~ The county shall mail the notice to each affected entity.

(c) ~~Posted in at least three public locations within the county or on the county's official website.~~ The county shall publish the notice on its official website and post a physical copy in a public location within the county that is reasonably likely to be seen by county residents.

(2) The county shall ~~publish in a newspaper of general circulation in the area at least three~~ maintain the website notices and physical posting for at least ten calendar days before the public hearing.

(3) The county shall provide notice of ~~each public meeting regarding the adoption or modification of all or any part of the General Plan at least 24 hours before the meeting. Notice shall be:~~ the date, time and place of each public meeting concerning the General Plan at least 24 hours before the meeting. The county shall provide the notice through both of the following methods and maintain the notices for the required period.

(a) ~~Submitted to a newspaper of general circulation in the area and published on the state's public notice website created in the state code; and~~ The county shall publish the notice on the Utah Public Notice Website.

(b) ~~Posted in at least three public locations within the county or on the county's official website.~~ The county shall publish the notice on its official website and post a physical copy in a public location within the county that is reasonably likely to be seen by county residents.

(E) ~~Adoption or amendment of land use ordinance or zoning map. The county shall provide notice of the date, time and place for public hearings and meetings regarding a Land Use Ordinance or zoning map adoption or modification as follows:~~ Land use ordinance or zoning map adoption or amendment. The county shall provide notice of public hearings and public meetings concerning the adoption or amendment of a land use ordinance or zoning map as follows.

(1) The county shall provide notice of the ~~first public hearing to consider the adoption or any modification of a Land Use Ordinance or zoning map. Notice shall be:~~ date, time and place of the first public hearing at least ten calendar days before the hearing. The county shall provide the notice through the following methods, subject to the exception for certain ordinance changes described below.

(a) ~~Mailed to each affected entity at least ten calendar days before the public hearing;~~ The county shall mail the notice to each affected entity.

(b) ~~Posted in at least three public locations within the county or on the county's official website; and~~ The county shall publish the notice on the Utah Public Notice Website and its official website. The county shall also post a physical copy in a public location within the county, in or near the affected area, where it is reasonably likely to be seen by residents of that area. If the affected area has no residents, the county shall select a location where the notice is reasonably likely to be seen by persons passing through or near the area. The county shall maintain these notices for at least ten calendar days before the hearing.

(c) ~~Published in a newspaper of general circulation in the area at least three days before the public hearing and on the state's public notice website at least ten days before the public hearing or in lieu of the previous two requirements mailed at least ten days before the public hearing to each property owner whose land is directly affected by the Land Use Ordinance change and each adjacent property owner within 1,000 feet of a specific Land Use Ordinance amendment application boundary.~~ The county shall mail or otherwise deliver the notice, or a notice summary permitted by state law, to each residence and each owner of real property within the affected area. The county shall use the property owner's current residential or business address. If that address cannot reasonably be obtained, the county shall use the last known address obtainable through a reasonable inquiry into public records. If neither address can reasonably be obtained, the county shall post the notice on the owner's property.

(d) The county is not required to provide the separate mailing or delivery to residences and property owners described above when the ordinance change consists entirely of one or more of the following: bringing the county's ordinances into compliance with state or federal law; adopting an update affecting an entire zoning district or multiple zoning districts; making a nonsubstantive clerical correction; recodifying existing ordinances; or designating or defining an affected area for a boundary adjustment or annexation. If the proposal includes any change that does not qualify for this exception, the county shall provide the mailing or delivery. The exception does not eliminate notice to affected entities, website publication, physical posting, the zoning-map courtesy notice, or applicable notices to neighboring property owners and property signs.

(2) The county shall provide notice of ~~each public meeting regarding the adoption or modification of a Land Use Ordinance or zoning map at least 24 hours before the meeting. Notice shall be posted in at least three public locations within the county or on the county's website.~~ the date, time and place of each public meeting concerning the ordinance or zoning map at least 24 hours before the meeting. The county shall publish the notice on the Utah Public Notice Website and its official website and post a physical copy in a public location within the county that is reasonably likely to be seen by county residents. The county shall maintain these notices for the required period.

(3) For a proposed amendment to the text of a zoning ordinance, the county shall include in the hearing notice a summary explaining the effect of the proposed amendment in language understandable to the general public. The notice may instead provide a direct link to a county webpage containing that summary. The county shall provide the notice to any person who requests it in writing.

(4) For a proposed zoning map enactment or amendment, the county shall send a courtesy notice to each owner of private real property located entirely or partially within the proposed enactment or amendment at least ten days before the public hearing. The courtesy notice shall contain the following information.

(a) The notice shall specifically identify each affected owner of record, state the current and proposed zoning of the property, and provide information about or a reference to the regulations, prohibitions, and permitted uses that would apply if the zoning map or amendment is adopted.

(b) The notice shall state that an owner may file a written objection to including the owner's property in the proposed zoning map or amendment no later than ten days after the first public hearing. The notice shall identify the address where the objection must be filed and state that each written objection filed with the county will be provided to the County Commission.

(c) The notice shall state the location, date and time of the public hearing on the proposed zoning map or amendment.

(5) The county may combine the zoning-map courtesy notice with the notice mailed to property owners in the affected area if the combined notice satisfies all applicable content, recipient, and timing requirements. For a site-specific application requiring a public hearing, the county shall also provide the notice to owners within 1,000 feet of the subject property, and the applicant shall post the property signs required by this section.

(F) Subdivision plat. The county shall provide advance notice of the date, time and place for public meetings regarding a proposed subdivision as follows:

(1) The county shall mail notice of the first public meeting to consider a proposed subdivision not less than ten calendar days before the first public meeting addressed to the record owner of each parcel within 1,000 feet of the subject property; and

(2) Not less than ten calendar days before the first public meeting, the applicant shall post on the property one county provided sign on a street on which the subject property has frontage. If the subject property does not abut a street, then the sign shall be posted on a nearby street as determined by the Zoning Administrator. The sign shall be of sufficient size, durability, print quality and location that it is reasonably calculated to give notice to those passing by.

(G) Subdivision plat amendments.

(1) The county shall provide advance notice of the date, time and place for at least one public meeting regarding a proposed subdivision plat amendment as ~~follows:~~ follows. For subdivision plat amendments, the notice methods in this division govern in place of the general mailing and sign requirements in division (C). The county shall also provide the petition notices required by division (G)(3) and any street-related notices required by division (G)(2). Repetition of these notices for a continued meeting or hearing is governed by the continuation procedures in division (J).

(a) The county shall mail notice of the first public meeting and any required public hearings to consider a proposed subdivision plat amendment not less than ten calendar days before the ~~first~~ applicable public meeting or public hearing addressed to the record owner of each parcel within 1,000 feet of the subject property; or

(b) Not less than ten calendar days before the ~~first~~ applicable public meeting ~~and any~~ or required public ~~hearings,~~ hearing, the applicant shall post on the property one county provided sign on a street on which the subject property has frontage. If the subject property does not abut a street, then the sign shall be posted on a nearby street as determined by the Zoning Administrator. The sign shall be of sufficient size, durability, print quality and location that it is reasonably calculated to give notice to those passing by.

(2) ~~For a subdivision that involves a vacation, alteration or amendment of a street, notice shall also be provided as required by division (H) below.~~ If the proposed subdivision amendment includes the vacation, alteration or amendment of a street, the county shall also provide the notices required below for public streets, rights-of-way and easements.

(3) For a property owner's petition to amend a recorded subdivision plat, the land use authority shall also provide notice of the petition by mail or email to each property owner of record within the portion of the subdivision proposed to be amended and to each affected entity that provides a service to an owner in that portion of the subdivision. The notice to property owners shall state the deadline for submitting written objections to the land use authority. The deadline shall be no earlier than ten calendar days after the day the notice is sent. These petition notices are required even when a property sign is used to provide notice of the public meeting.

(4) The land use authority shall not approve the petition before the day after the deadline for written objections or, when a public hearing is required, before the hearing occurs. Any required hearing and the consideration of the petition shall also comply with applicable state-law scheduling requirements and exceptions.

(H) Proposals to vacate or amend a public street, right-of-way or easement. For ~~any~~ a proposal to vacate some or all of a public street, right-of-way or easement, or for a subdivision amendment involving the vacation, alteration or amendment of a street, the County Commission shall hold a public ~~hearing,~~ hearing after receiving a recommendation from the Planning ~~Commission, and give~~ Commission. The county shall provide notice of the date, time and place ~~and time~~ of the hearing at least ten days before the ~~public hearing. Notice shall be:~~ hearing through each of the following methods.

(1) ~~Mailed~~ The county shall mail the notice to the record owner of each parcel that is adjacent to, accessed by or within 300 feet of the affected public street, right-of-way or ~~easement;~~ easement.

(2) ~~Mailed to each affected entity;~~ The county shall mail the notice to each affected entity.

(3) ~~Posted on or near the street, right-of-way or easement at least one county provided sign in a manner that is calculated to alert the public. The sign shall be of sufficient size, durability, print quality and location that it is reasonably calculated to give notice to those passing by;~~ At least one county-provided notice sign shall be posted on or near the affected street, right-of-way or easement. The sign shall be of sufficient size, durability, print quality and location to reasonably notify persons passing by.

(4) ~~Published on the state's public notice website created in UCA § 63A-16-601; and~~ The county shall publish the notice on the Utah Public Notice Website.

(5) ~~Published in a newspaper of general circulation in the county in which the land subject to the petition is located at least three days before the public~~ The county shall publish the notice on its official website and post a physical copy in a public location within the county that is reasonably likely to be seen by county residents. The county shall maintain the website notices and physical postings for at least ten days before the hearing.

(I) Challenge of notice. ~~If notice given under authority of this section is not challenged in accordance with applicable appeal procedures within 30 days after the meeting or action for which notice was given, the notice shall be deemed adequate and proper.~~ Challenges to notices required by Utah Code Title 17, Chapter 79, Part 2 are governed by §§ 17-79-209 and 17-79-1009, as amended or superseded. Under § 17-79-209, a notice subject to that section is deemed adequate and proper if it is not challenged within 30 days after the meeting or action for which it was given, subject to any subsequent change in state law. This division does not shorten or replace a deadline or remedy under the Open and Public Meetings Act or other applicable law.

(J) Continued consideration and continued public hearings.

(1) Closing the hearing. After providing a reasonable opportunity for public comment, the reviewing commission shall close the public hearing unless it expressly votes to continue the hearing for a stated reason. A motion to continue consideration of an application does not, by itself, continue or reopen the public hearing. The motion and minutes shall state whether the hearing is closed or remains open.

(2) Continued consideration after the hearing closes. The commission may continue consideration of an application after closing the public hearing, including to an announced date, time and place. At a later public meeting, the commission may receive staff reports, obtain clarification from the applicant, deliberate, and take action without holding another public hearing. The county is not required to repeat completed hearing notices solely because deliberation or a decision is postponed. This rule does not eliminate notice of the later meeting or a legally required opportunity to respond to material new information.

(3) Continuing an open hearing to a specific date. When a properly noticed public hearing has convened, the commission may vote to continue that hearing before the same body. Before the hearing session ends, the presiding officer shall publicly announce the date, time and place at which the hearing will resume. The announcement shall be recorded in the minutes. If the proposal remains within the scope of the original notice, the county need not

repeat mailed notices, install new property signs, or restart notice periods imposed solely by this section for the continued session. Existing signs that must remain posted shall be maintained, and any displayed hearing date shall be updated promptly. This exception does not waive notice independently required by state law.

(4) Notice of public meetings. For every public meeting of a public body concerning a proposal covered by this section, including the first meeting and any meeting announced at a prior meeting, the county shall publish the agenda, date, time and place on the Utah Public Notice Website and the county website and post a physical copy at the meeting location at least 24 hours before the meeting, or for any different period required by state law. The agenda shall identify the proposal and, for a continued item, state whether the item is a continued public hearing or continued consideration after the hearing has closed. Required applicant notices and staff reports shall also be provided.

(5) When hearing notice must be repeated. The county shall provide the applicable hearing notices and notice periods again before resuming a hearing if no specific date, time and place were publicly announced, if the scheduled hearing did not convene, or if the hearing is moved to a different date, time or place without an announcement at a properly noticed session. The same requirement applies when the original notice was deficient, the proposal changes sufficiently that the original notice no longer fairly describes the property or action under consideration, or a closed hearing is reopened. Continuing an application for deliberation after its hearing has closed does not alone trigger this requirement.

(6) Additional hearings. Unless another hearing is required by law, a closed hearing may be reopened or an additional hearing scheduled only when state law permits and the reviewing commission approves a motion by majority vote under its applicable voting requirements. The motion shall state the reason and any specific issues for further testimony. Any notice required for the additional hearing shall be provided before testimony is received.

(7) State requirements and separate proceedings. These procedures do not excuse any notice or hearing independently required by state law, including notices for public-street or county-utility-easement proceedings, or any separately required hearing before another reviewing body. A continuation does not cure an original notice defect or extend a statutory deadline. Where state law limits a preliminary subdivision application to one public hearing, the commission shall comply with that limit and shall not use a continuation or reopening to avoid it.

(K) State law and subsequent amendments.

(1) This section shall be administered in accordance with Utah Code Title 17, Chapter 79, Part 2, governing land use notices; § 17-79-705, governing residential subdivision review and hearing limits; § 17-79-711, governing subdivision amendments; § 17-79-1009, governing judicial review; § 63G-30-102, governing notice publication and delivery; and Title 52, Chapter 4, including § 52-4-202, governing open meetings and meeting notices, each as amended or superseded.

(2) Every reference to Utah law includes that law as amended, renumbered, recodified, or replaced by a successor provision. The state-law requirements described in this section shall follow the law applicable to the notice or proceeding without a further amendment to this section. If state law changes a notice method, recipient, required content, deadline, or exception, the applicable state-law requirement shall control. Additional County requirements, including notices to neighboring property owners and property signs, shall remain in effect unless prohibited by state law.

(Prior Code, § 8-3-13) (Ord. 10-16, passed 12-14-2010; Ord. 12-04, passed 5-1-2012; Ord. 13-03, passed 4-16-2013; Ord. 17-10, passed 2-7-2017; Ord. 18-07, passed 11-13-2018; Ord. 17-11, passed 2-7-2017; Ord. 21-09, passed 7-6-2021)

MORGAN COUNTY PLANNING COMMISSION

Land Use Notice Requirements and Procedures

Recommendation and Recap

November 5, 2026 | Legislative item 8

Recommendation: The Planning Commission unanimously forwarded a positive recommendation to the Morgan County Commission, with Janet Christoffersen's additional findings incorporated into the motion.

Request

Amend Morgan County Code §§ 155.029, 155.031, 155.032, 155.444, 155.445, 155.515, and 155.534 concerning land use notice requirements and procedures. The packet addressed General Plan and zoning notices, applicant and property-owner notice, subdivision plat amendments, wireless telecommunication hearings, development agreements, and continued public hearings.

Staff presentation and Commission discussion

Kate Becker presented the amendment as removing local newspaper-publication requirements while retaining required posting, notice periods, and other notice methods. She stated that General Plan amendments and Future Land Use Map amendments would continue to require newspaper publication. She also described an unanswered inquiry to the State Auditor about long-term preservation of notices posted to the state website.

The Commission discussed which owners must receive notice when only a portion of a subdivision is proposed for amendment. Janet Christoffersen explained that notice should relate to the subdivision or portion being amended, rather than automatically to every owner throughout the entire subdivision. The discussion identified § 155.444(E)(2) for wording clarification and considered adding the relevant state-code reference.

Public hearing highlights

The Commission opened the public hearing, but no public testimony was offered, not even Tina Kelley.

Motion and vote

Member Maloney moved to forward a positive recommendation on the seven-section amendment as presented in the attached redlines, based on the findings stated in the record. She added "with Janet's additional findings." Member Wilson seconded the motion. The Chair announced unanimous passage; no numerical tally was stated.

The motion did not repeat the subdivision-notice wording verbatim. The preceding discussion identified the clarification as notice to owners in the subdivision or portion thereof to be amended. The final legislative text should reflect that discussion when incorporating Janet's additional findings.

Chair Attestation

I attest that I have reviewed this recap and that it accurately reflects the substance of the Planning Commission's discussion, public hearing, motion, and recommendation on this item at its November 5, 2026 meeting. This recap is provided for transmittal to the Morgan County Commission and does not replace the official meeting minutes.

Signature: _____ Date: _____

Debbie Sessions, Planning Commission Chair