

**DAGGETT COUNTY COMMISSION AND RDA MEETING AGENDA**  
**Tuesday, August 5, 2025 AT 9:00 A.M.**  
**Daggett County Courthouse (95 North 1st West, Manila, UT 84046)**  
**Public Access Is Available Through Electronic Means At**  
[meet.google.com/ewi-tjqt-axg](https://meet.google.com/ewi-tjqt-axg)

**9:00 A.M. STANDING BUSINESS FOR DAGGETT COUNTY COMMISSION & RDA**

- A. Welcome And Introduction Of Those Attending Electronically By Name
- B. Invocation And Pledge of Allegiance
- C. Motion To Go In And Out of Redevelopment Agency Meeting
- D. Review of Minutes
- E. Issues Updates – Discussion Only
  - a. Redevelopment Agency (RDA)
  - b. Municipal Building Authority
  - c. Affordable/Workforce Housing
  - d. EMS/EMT Sheriff's Office Updates
  - e. Airports
  - f. Clinic Updates
  - g. Roads
  - h. Code Enforcement Issues
  - i. Legislation
  - j. Tourism
  - k. Citizen Comments - 5 minutes
- F. Cash Summary Report & Accounts Receivable Report
- G. Open Invoice Register & Reimbursement Register
- H. Disbursement Listing
- I. Purchase Requests
- J. Correspondence
- K. Commission Calendar Review

**DAGGETT COUNTY COMMISSION POLICY AND LEGISLATION**

- 1. 9:15 AM Recess For MBA Meeting
- 2. Discussion And Consideration Of UDOT Waiver & Release Of Damages Form Daggett Daze Parade.
- 3. Discussion And Consideration Of Keri Pallesen's Request For A County Cell Phone.
- 4. Discussion & Consideration Of Planning & Zoning Land Recommendation For Changes Of Permitted Or Conditional Land Use In Different Zones.
- 5. Discussion & Consideration Of Division Of UDOT Statewide Utility License Agreement Non-Interstate.
- 6. Discussion And Consideration Of UDOT R930-7 Continuous Statewide Utility License Agreement Bond.
- 7. Discussion And Consideration Of Division Of Finance/Customer Creation/Modification.

Closed Session For Discussion Of Items Permitted By §52-4-205 Of State Code\*\*

**REDEVELOPMENT AGENCY (RDA) POLICY & LEGISLATION**

- a) Closed Session For Discussion Of Items Permitted By § 52-4-205 of State Code\*\*

**COMMITTEE/MAINTENANCE REPORTS**

- 1) Mechelle Miller – Dept. Of Public Safety – Emergency Management
- 2) Justice Court Updates.
- 3) Board And Committee Updates
- 4) U.S. Forest Service Updates

Notes: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Larinda Isaacson at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

\*\*Pursuant To § 52-4-205 of State Code Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Draft Minutes of the Meeting of the Daggett County Commission and the Daggett County Redevelopment Agency held on **Tuesday, July 29, 2025** in the Commission Chambers in the Daggett County Courthouse at 95 North 1st West in Manila, Utah and through electronic means. Commissioner Matt Tippetts, Randy Asay & Jack Lytle attended in person. Attorney Kent Snider attended virtually. Clerk Larinda Isaacson attended in person. The meeting was called to order at 9:06 am by Commissioner Tippetts. The invocation was given by Matt Tippetts. Commissioner Tippetts then led those in attendance in the Pledge of Allegiance.

**Present In Person:** Peggy White, Mayor Kathi Knight, Gary Pallesen, Representative Mike Kennedy & associates.

**Present Online or by Phone:** Senator Ron Winterton

**Motion to Go In and Out of Redevelopment Agency (RDA):** Commissioner Asay motioned to go in and out of the Redevelopment Agency (RDA) Meeting Agenda. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioners Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Approve Minutes:** Minutes from the July 22, 2025 Commission and RDA Meeting were available for review. Commissioner Lytle motioned to accept the minutes from the July 22, 2025 Commission and RDA Meeting. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Recess for MBA Meeting at 9:16 am. Returned from recess at 9:30 am.**

## **Issue Updates**

**RDA, MBA, Affordable Workforce Housing, EMS/EMT Sheriff's Office Updates:** No new updates at this time.

**Airports:** Commissioner Lytle stated that he had missed a call from Kent Bond. Kent Bond had wanted to have a meeting with Bret Reynolds and the Commissioners to work out some details with the airports.

**Clinic:** There have been water issues, they have cleaned out the drain under the highway to let the water escape.

**Roads, Code Enforcement Issues & Legislation:** No new updates at this time.

**Tourism:** Peggy White and Jordynn Hewitt will be at the Sweetwater County Fair this week. Tower Rock Run is coming up on August 9th.

**Citizen Comment:** Peggy White has stated that there have been a massive amount of fireworks being set off. With how dry everything is this is a real concern. There was some discussion. Planning and zoning and the sheriff's office will both be contacted.

**Cash Summary and Accounts Receivable:** Commissioner Lytle motioned to accept the Cash Summary and Accounts Receivable Report for the County and RDA dated July 25, 2025. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Open Invoice Register:** The Open Invoice Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Open Invoice Register dated July 24, 2025 in the amount of \$22,135.83 for the County & the RDA. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Reimbursement Register:** The Reimbursement Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to accept the Reimbursement Register as being reviewed from July 06, 2025 to July 19, 2025 for Daggett County Zion's Checking in the amount of \$620.54. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Disbursement Listing:** The Disbursement Listing was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to accept the Disbursement Listing as being reviewed from July 17, 2025 to July 24, 2025 for Daggett County Zion's Checking in the amount of \$1,089,949.53. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Purchase Request:** There were none.

**Correspondence:** There was no new correspondence.

**Calendar Review:** Thursday at 10:00 am is the bi-weekly meeting for the Clinic. Today at 2:00 pm Corey Auger is discussing HB 48.

## **POLICY AND LEGISLATION**

### **Discussion And Consideration Of Chandra Brady As A New CEOAB Board Member:**

Commissioner Lytle motioned to approve Chandra Brady as a new CEOAB Board Member.

Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

### **Discussion And Consideration Of A Vac Truck With The Town Of Manila:**

Commissioner Matt Tippets stated that Daggett County was willing to go in with the towns to get a vac truck. Not one entity can afford to get one on their own. Doing this cooperatively is the best route. There was some discussion. It was stated that Mayor Butch Johns of Dutch John needed to be contacted as well. A MOU will be needed. Mayor Kathi Knight stated that a decision would need to be made soon. It was discussed that Fund 11 would be a good place to start. Keri Pallesen will need to be consulted.

Gary Pallesen is going to see what the time frame for the purchase would be. This possible purchase will be readdressed in next week's meeting.

### **There is a 10:30 am closed session scheduled.**

Commissioner Asay motioned to go into closed session for the purpose of litigation.

Commissioner Lytle seconded the motion. The Commissioners voted as follows:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

### **Entered the closed session at 10:24 am.**

Commissioner Asay motioned to go back into open session. Commissioner Lytle seconded the motion the commissioners voted as follows:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

### **Back to Open Session at 12:00 pm.**



**Discussion Of An MOU With Uintah Basin EDD For The PRCA Rodeo TRT Funding To Meet The New Reporting Requirements:** This was removed from the agenda as there was no longer need to discuss. Peggy White and Laurie Brummond have reached another agreement.

**Ratification Of Previous Action Taken On July 22nd, 2025 To Amend & Approve The Daggett County Road Map To Include The Sears Canyon Road:** Commissioner Lytle motioned to approve the Daggett County Road Map to Include the Sears Canyon Road Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

**Discussion And Consideration Of MOU Between America250 Utah Commission And Daggett County:** Commissioner Lytle motioned to approve the MOU Between America250 Utah Commission And Daggett County. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

With nothing further to discuss, Commissioner Tippetts adjourned the meeting by acclamation at 12:04 PM.

**County of Daggett**  
**Cash Summary**  
**All Bank Accounts as of 08/01/2025**

Bank Account	Account No.	Account Name	Amount
Zions Checking	10.1122	Zions Checking - General	\$89,458.98
Zions Checking	11.1122	Cash - checking - Zions Fd 11	\$1,178,625.90
Zions Checking	12.1122	Cash - checking - Zions Fd 12	\$186,154.59
Zions Checking	13.1122	Cash - checking - Zions Fd 13	\$306,301.03
Zions Checking	15.1122	Zions Checking - General	\$6,302.46
Zions Checking	17.1122	Cash - Checking - Zions Fd 17	\$16,760.37
Zions Checking	18.1122	Cash - Checking - Zions Fd 18	\$30,849.22
Zions Checking	19.1122	Zions Checking - General	\$267,332.10
Zions Checking	20.1122	Cash-Checks-Zions fd 20	\$3,667.26
Zions Checking	22.1122	Cash - checking Zions Fd 22	\$467,531.73
Zions Checking	23.1122	Cash - checking - Zions Fd 23	\$528,280.70
Zions Checking	24.1122	Cash - checking - Zions Fd 24	\$3,659.50
Zions Checking	25.1122	Cash - checking - Zions Fd 25	\$788,719.39
Zions Checking	27.1122	Cash - checking - Zions Fd 27	\$3,745.51
Zions Checking	28.1122	Cash - checking - Zions Fd 28	\$514,243.52
Zions Checking	30.1122	Cash - Checking - Zions Fd 30	(\$1,946.05)
Zions Checking	32.1122	Cash - checking Zions FD 32	\$651.87
Zions Checking	33.1122	Cash - checking - Zions Fd	(\$192,369.92)
Zions Checking	34.1122	Cash-Checking-Zions Fd 34	\$619,232.44
Zions Checking	35.1122	Zions Checking	(\$47,286.43)
Zions Checking	37.1122	Zions Checking - Combined	\$24,787.35
Zions Checking	40.1122	Cash - checking - Zions Fd 40	\$191,611.48
Zions Checking	45.1122	Cash - Checking - Zions Fd 45	(\$428,284.70)
Zions Checking	49.1122	Checking - Zions Fd 49	\$58,472.72
Zions Checking	50.1122	Cash-Checking-Zions Fd 50	\$22,982.32
Zions Checking	72.1122	Cash - checking - Zions Fd 72	\$7,287.84
Zions Checking	74.1122	Cash - checking - Zions Fd 74	\$38,280.41
Zions Checking	75.1122	Cash - checking - Zions Fd 75	\$45,646.63
Zions Checking	76.1122	Cash - checking - Zions Fd 76	\$32,135.10
Zions Checking	77.1122	Cash - checking - Zions Fd 77	\$24,312.97
Zions Checking	78.1122	Cash - checking - Zions Fd 78	\$10,643.39
Zions Checking	80.1122	Cash - checking - Zions Fd 80	\$23,862.42
			<b>\$4,821,652.10</b>
PTIF 2259 General Accounts	10.1151	PTIF 2259 General	\$11,781.47
PTIF 2259 General Accounts	11.1151	PTIF 2259 General	\$255,562.97
PTIF 2259 General Accounts	12.1151	PTIF 2259 General	\$47,991.00
PTIF 2259 General Accounts	13.1151	PTIF 2259	\$103,949.81
PTIF 2259 General Accounts	33.1123	PTIF 2259 General	\$1,700.17
PTIF 2259 General Accounts	50.1151	PTIF 2259 General	\$170.00
			<b>\$421,155.42</b>
PTIF 2552 General Fund	10.1161	PTIF 2552 General Fund	\$5,265.54
PTIF 2552 General Fund	28.1161	PTIF 2552 Home Sales	\$21,066.06
			<b>\$26,331.60</b>
PTIF 2772 Farm & Ranch Protection	10.1162	PTIF 2772 General Fund	\$20,218.21
PTIF 2834 General Fund	10.1153	PTIF 2834 General Fund	\$188.93
PTIF 3465 General Fund	10.1163	PTIF 3465 General Fund	\$23,126.89
PTIF 7448 Patriot Construction	28.1172	PTIF 7448 Patriot Construction	\$29.53
PTIF 3932 General Fund	10.1154	PTIF 3932 General Fund	\$12,157.16
PTIF 5583 Daggett County RDA Fund	25.1151	PTIF 5583 Daggett County RDA	\$1,367,492.64
PTIF 5610 Daggett County Redevelopment #1	25.1158	PTIF 5610 Daggett County RDA	\$845,683.21
PTIF 8676 Water Revenue Bond	28.1168	PTIF 8676 Water Revenue Bond	\$58,499.26
PTIF 8699 WT Bond Reserve Account	28.1169	PTIF 8699 WT Bond Reserve Account	\$18,442.92
PTIF 8700 WT 2015 Replacement Account	28.1170	PTIF 8700 WT 2015 Replacement Account	\$84,914.26
Zions Tax Collection 026134668	81.1130	Zions Checking - Tax Collection	\$216,950.83
PTIF 3200 Motor Vehicle	81.1131	PTIF 3200 Motor Vehicle	\$90,405.81
UNDEPOSITED PAYMENTS	10.1175	Cash clearing	\$8,638.80
UNDEPOSITED PAYMENTS	11.1175	Cash clearing	\$6,343.51
UNDEPOSITED PAYMENTS	12.1175	Cash clearing	\$0.02
UNDEPOSITED PAYMENTS	24.1175	Cash clearing	\$75.00
UNDEPOSITED PAYMENTS	25.1175	Cash Clearing	\$956.33
UNDEPOSITED PAYMENTS	28.1175	Cash clearing	\$36,516.67

**County of Daggett  
Cash Summary  
All Bank Accounts as of 08/01/2025**

<u>Bank Account</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
UNDEPOSITED PAYMENTS	32.1175	Cash clearing	\$3,070.00
UNDEPOSITED PAYMENTS	33.1175	Cash clearing	(\$777.61)
UNDEPOSITED PAYMENTS	35.1175	Cash Clearing	\$2,286.31
UNDEPOSITED PAYMENTS	40.1175	Cash Clearing	\$150.01
UNDEPOSITED PAYMENTS	50.1175	Cash Clearing	\$40,677.75
UNDEPOSITED PAYMENTS	72.1175	Cash clearing	\$15,054.87
UNDEPOSITED PAYMENTS	74.1175	Cash clearing	\$1,075.03
UNDEPOSITED PAYMENTS	76.1175	Cash clearing	\$1,892.00
UNDEPOSITED PAYMENTS	80.1175	Cash clearing	\$54,864.84
UNDEPOSITED PAYMENTS	81.1175	Cash clearing	\$20,206.19
			<b>\$191,029.72</b>
<b>General Ledger Cash Total:</b>			<b>\$8,198,278.49</b>

**County of Daggett  
Cash Summary  
All Bank Accounts as of 08/01/2025**

Description	Amount
Zions Checking	\$4,821,652.10
PTIF 2259 General Accounts	\$421,155.42
PTIF 2552 General Fund	\$26,331.60
PTIF 2772 Farm & Ranch Protection	\$20,218.21
PTIF 2834 General Fund	\$188.93
PTIF 3465 General Fund	\$23,126.89
PTIF 7448 Patriot Construction	\$29.53
PTIF 3932 General Fund	\$12,157.16
PTIF 5583 Daggett County RDA Fund	\$1,367,492.64
PTIF 5610 Daggett County Redevelopment #1	\$845,683.21
PTIF 8676 Water Revenue Bond	\$58,499.26
PTIF 8699 WT Bond Reserve Account	\$18,442.92
PTIF 8700 WT 2015 Replacement Account	\$84,914.26
Zions Tax Collection 026134668	\$216,950.83
PTIF 3200 Motor Vehicle	\$90,405.81
UNDEPOSITED PAYMENTS	\$191,029.72
<b>General Ledger Cash Total:</b>	<b>\$8,198,278.49</b>

Accounts Receivable Report for Commission

Who:	Fund:	What:	How Much:	Received:	Notes:
State of Utah	76	Outdoor Recreation - Search & Rescue	\$467.45		Submitted 11/29/2024
State of Utah	10	EMPG 2024-2025	\$14,357.71		Submitted 01/17/2025
State of Utah	45	MBA Tank Construction	\$288,133.78		Submitted 06/06/2025
State of Utah	33	Multi-County Assessing & Collecting	\$150,000.00		Turned in GIS Data 07/10/2025

**Daggett County**  
**Open Invoice Register - 8/4/2025**

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
1PVD-931D-M9CP	Amazon Capital Services	7/9/2025	7/9/2025	\$ 49.38			
				\$ 49.38	104142.240	Clerk office supplies	Sticky Tabs, Notes, sign Here Stickers
1TYG-1QYH-LH9V	Amazon Capital Services	7/25/2025	7/25/2025	\$ 23.34			
				\$ 23.34	104141.240	Auditor office supplies	Sharpie Pastel Highlighters
	Vendor Total:			\$ 72.72			

  

7.29.2025Dental	Ameritas Life Insurance Corp.	7/29/2025	7/29/2025	\$ 1,892.39			
				\$ 1,892.39	101461	Health insurance clearing	July 2025 Premium
7.29.2025Vision	Ameritas Life Insurance Corp.	7/29/2025	7/29/2025	\$ 359.76			
				\$ 359.76	101461	Health insurance clearing	July 2025 Premium
	Vendor Total:			\$ 2,252.15			

  

25G1422	Chemtech-Ford Laboratories	7/23/2025	7/23/2025	\$ 107.00			
				\$ 27.00	284420.451	DJ Water Treatment	Alkalinity w/Total
				\$ 80.00	284420.451	DJ Water Treatment	TOC

  

94923442	ESRI	3/7/2025	3/7/2025	\$ 5,443.00			
				\$ 1,754.00	104148.611	IT/GIS software & software maint	ARrcGIS Desktop Standard Primary Maint
				\$ 386.00	114415.240	Office supplies	ARrcGIS Online Mobile Worker User Type Annual Subscription
				\$ 231.60	284420.452	DJ Water Distribution	ARrcGIS Online Mobile Worker User Type Annual Subscription
				\$ 154.40	284430.456	DJ Sewer Collection	ARrcGIS Online Mobile Worker User Type Annual Subscription
				\$ 2,806.00	334148.611	A & C - IT/GIS software & software maint	ARrcGIS Desktop Standard Secondary Maint
				\$ 111.00	804610.610	Weed miscellaneous	ARrcGIS Online Viewer User Type Annual Subscription

**Daggett County**  
**Open Invoice Register - 8/4/2025**

Invoice No.	Vendor	General Ledger		Amount	Account No.	Account Name.	Description
		Date	Due Date				
LL1772	Legacy Logos LLC	7/23/2025	7/23/2025	\$ 620.00			
				\$ 620.00	324550.917.00	Special Event Expenditures	Banners, Vinyl for Trailer
7.29.2025	Lincoln Financial Group	7/29/2025	7/29/2025	\$ 1,677.28			
				\$ 1,677.28	101461	Health insurance clearing	August 2025 Premium
7.23.2025	Moon Lake Electric Association, Inc.	7/23/2025	7/23/2025	\$ 41.19			
				\$ 20.59	284420.270	DJ Water Utilities	Electric - DJ Airport
				\$ 20.60	284430.270	DJ Sewer Utilities	Electric - DJ Airport
7.17.2025	Page, Silvia	7/17/2025	7/17/2025	\$ 57.00			
				\$ 57.00	104122.623	JP ct Interpreter services	Interpreter for Court Case (JusticeCourt)
564493	Public Employees Health Program	7/15/2025	7/15/2025	\$ 34,132.58			
				\$ 34,132.58	101461	Health insurance clearing	August 2025 Premium
2.0251E+12	Thatcher Company	7/10/2025	7/10/2025	\$ 5,308.98			
				\$ 1,248.00	284420.451	DJ Water Treatment	T-Floc B-135
				\$ 1,534.50	284420.451	DJ Water Treatment	T-Chlor 12.5
				\$ 2,526.48	284420.451	DJ Water Treatment	TI-2906 - 638# Drum
2 - 2024 Toyota RAV4 Lease 29315	The Bancorp Bank	8/1/2025	8/1/2025	\$ 4,101.43			
				\$ 3,887.61	282514.2	2024 Toyota RAV4 29284 Lease - repaid	Principal - 2024 Toyota RAV4 Lease 29315
				\$ 213.82	284420.821	2020 Backhoe Lease Interest	Interest - 2024 Toyota RAV4 Lease 29315
07.25.2025	Utah Retirement Systems	7/25/2025	7/25/2025	\$ 514.52			
				\$ 514.52	334146.134	A & C - Assessor emp ben ret & 401K	Retirement Contribution Adjustment 4.27.2025 to 6.21.2025



**Daggett County**  
**Open Invoice Register - 8/4/2025**

Invoice No.	Vendor	General Ledger		Amount	Account No.	Account Name.	Description
		Date	Due Date				
001-1028579	Warne Chemical & Equipment Company, Inc.	6/27/2025	6/27/2025	<b>\$ 14,682.71</b>			
				\$ 14,682.71	804610.450	Weed Chemicals	Chemical for Weeds
20251	Watts Fencing Co.	7/31/2025	7/31/2025	\$ 709.03			
				\$ 347.32	224600.731	Rural County Grant Improvements	Rodeo Grounds Fencing Project
				\$ 361.71	234191.731	TRT Improvements	Rodeo Grounds Fencing Project
20252	Watts Fencing Co.	7/31/2025	7/31/2025	\$ 18,250.00			
				\$ 18,250.00	224600.731	Rural County Grant Improvements	Rodeo Grounds Fencing Project
20253	Watts Fencing Co.	7/31/2025	7/31/2025	\$ 7,097.32			
				\$ 7,097.32	224600.731	Rural County Grant Improvements	Rodeo Grounds Fencing Project
	Vendor Total:			<b>\$ 26,056.35</b>			
7.31.2025	Zions Bankcard Center	7/31/2025	7/31/2025	<b>\$ 14,837.28</b>			
				\$ 14,837.28	102140	Credit Card Payable	July 2025 Statement
<b>Total</b>				<b>\$ 109,904.19</b>			

**Daggett County**

**Open Invoice Register - 8/4/2025**

Invoice No.	Vendor	General Ledger	Date	Due Date	Amount	Account No.	Account Name.	Description
							<b>GL Account Summary</b>	
					\$ 38,062.01	101461	Health insurance clearing	
					\$ 14,837.28	102140	Credit Card Payable	
					\$ 57.00	104122.623	JP ct Interpreter services	
					\$ 23.34	104141.240	Auditor office supplies	
					\$ 49.38	104142.240	Clerk office supplies	
					\$ 1,754.00	104148.611	IT/GIS software & software maint	
					\$ 386.00	114415.240	Office supplies	
					\$ 25,694.64	224600.731	Rural County Grant Improvements	
					\$ 361.71	234191.731	TRT Improvements	
					\$ 3,887.61	282514.2	2024 Toyota RAV4 29284 Lease - repaid	
					\$ 20.59	284420.270	DJ Water Utilities	
					\$ 5,415.98	284420.451	DJ Water Treatment	
					\$ 231.60	284420.452	DJ Water Distribution	
					\$ 213.82	284420.821	2020 Backhoe Lease Interest	
					\$ 20.60	284430.270	DJ Sewer Utilities	
					\$ 154.40	284430.456	DJ Sewer Collection	
					\$ 620.00	324550.917.00	Special Event Expenditures	
					\$ 514.52	334146.134	A & C - Assessor emp ben ret & 401K	
					\$ 2,806.00	334148.611	A & C - IT/GIS software & software maint	
					\$ 14,682.71	804610.450	Weed Chemicals	
					\$ 111.00	804610.610	Weed miscellaneous	
					<b>\$ 109,904.19</b>		<b>Total</b>	

**Daggett County**  
**Disbursement Summary**  
**Zions Checking - 07/24/2025 to 08/04/2025**

<b>Payee Name</b>	<b>Reference No.</b>	<b>Payment Date</b>	<b>Payment Amount</b>	<b>Void Date</b>	<b>Void Amount</b>	<b>Source</b>
AJoules, Inc.	100438	7/29/2025	\$ 2,250.00			Purchasing
Amazon Capital Services	100439	7/29/2025	\$ 98.38			Purchasing
Beyond Trust Corporation	100440	7/29/2025	\$ 5,941.50			Purchasing
Big Pee Industries INC.	100441	7/29/2025	\$ 400.00			Purchasing
Chemtech-Ford Laboratories	100443	7/29/2025	\$ 30.00			Purchasing
Daggett County Search & Rescue	100444	7/29/2025	\$ 875.00			Purchasing
Daggett School District	100445	7/29/2025	\$ 875.00			Purchasing
Denver Truck Sales	100446	7/29/2025	\$ 82.65			Purchasing
Legacy Logos LLC	100447	7/29/2025	\$ 1,940.85			Purchasing
Peterbuilt of Utah dba Jackson Group Peterbuilt	100449	7/29/2025	\$ 931.36			Purchasing
Reid, Cheyenne	100450	7/29/2025	\$ 264.60			Purchasing
Rocky Mountain Information Network, Inc	100451	7/29/2025	\$ 50.00			Purchasing
Slaugh's Sinclair	100452	7/29/2025	\$ 1,324.50			Purchasing
Standard Plumbing Supply Co.	100453	7/29/2025	\$ 11.99			Purchasing
Town of Dutch John	100455	7/29/2025	\$ 60.00			Purchasing
<b>Total</b>			<b>\$ 15,135.83</b>		<b>0</b>	



## Form Instructions per Utah Administrative Code R920-4:

1. All event participants must complete this form (including the event organizer/permittee).
2. Form completion is **not required** for qualified First Amendment assembly/free speech events.
3. The event organizer/permittee must retain all completed forms for 12 months after the event and produce a copy of all completed forms for review if requested by the Department.

<b>Event Name:</b>	
<b>Event Date</b>	

Each of us individually (and/or as parent and/or guardian of the named minor) do hereby release, remise, waive and forever discharge the State of Utah, the Utah Department of Transportation, the Utah Transportation Commission, the Utah Highway Patrol, and their officers, agents, and employees from all liability, claims, demands, actions or causes of action whatsoever arising out of or related to loss, or damages and/or injuries, including death, which may result from my participation in the above named event involving roads within the state of Utah:

<b>Print Name:</b>	
<b>Sign Name:</b>	
<b>Parent Signature (if under 18)</b>	
<b>Date:</b>	

## **SECTION 19**

### **CELL PHONE USE**

- 19.1** The county recognizes that certain job functions require the use of a cell phone to conduct official business. This policy provides specific guidelines regarding the use of cell phones for business purposes and the methods available to accomplish this purpose.
- 19.2** Use of Cell Phones for Business Purposes
- 19.2.1** Frequent Use: When the job duties of an employee requires him or her to be readily accessible for frequent contact with the public or with county employees, and the employee's job limits his or her access to regular land-line telephones that would satisfy the required business communication needs, a department head/elected official may provide the employee with cell phone access using either of the methods outlined in Subsection 19.3 or 19.4.
- 19.2.2** Job Duties and Responsibilities: When the job duties or responsibilities of an employee necessitate access to and/or the use of cell phone services, a department head/elected official may provide the employee with cell phone access using the method outlined below.
- 19.3** Communication Allowance
- 19.3.1** Under this method, an eligible employee will receive a monthly communication allowance, set by resolution of the Daggett County Commission, to cover the cost of projected business-related charges that will be incurred under the employee's personal cell phone plan. The communication allowance will need to be budgeted by the respective departments and offices and it will be the responsibility of the department head or elected official to ensure sufficient funds are allocated for this expense out of their approved budgets.
- 19.3.2** The communication allowance will be paid through the payroll process and is considered taxable income. The allowance does not constitute an increase to base pay and will not be included when calculating retirement contributions.
- 19.3.3** Typically, the phone device will be acquired by the employee. However, departments may offer an equipment allowance, as approved by resolution, if the allowance is justified for business purposes.
- 19.3.4** The employee must retain an active cell phone contract for as long as the allowance is in place. Because the cell phone contract is paid personally by the employee, and the allowance provided is taxable income, the employee may use the phone for both business and personal purposes as needed. Nothing in this policy shall be construed as justifying the employee making excessive personal phone calls during work hours. Such use may subject the employee to the disciplinary procedures outlined in this manual.
- 19.3.5** As stated above, the allowance amounts will be determined by resolution by the county commission, with direct input from the department head or elected official and should be appropriate for required business-related needs. The employee may, at his or her own expense, add extra services or equipment features as desired.
- 19.3.6** The communication allowance is established by submitting a completed "Communication Allowance Request Form" to the Auditor's Office. Such form will be adopted by resolution and may be amended by resolution at the discretion of the Daggett County Commission. Departments should also keep a copy of the form on file for each approved allowance.

**19.4 Use of Cell Phones for Business Purposes on Personal Cell Phones**

**19.4.1** If infrequent business use on a personal cell phone is made by an employee who does not receive a communication allowance; departmental approval can be given to reimburse the employee for such use of their personal cell phones. Reimbursement amounts will be set by properly enacted resolution. Appropriate documentation, such as a copy of the wireless plan billing statement and the stated business purpose of the call, must be presented and should be retained to support the reimbursement.

**19.5 County Support for Data-Capable Phones**

**19.5.1** The Daggett County Information Technology department will provide technical support for approved data-capable phones that connect to county email. Contact the Daggett County IT Department for assistance in selecting an approved device.

**19.6 Cell Phone Provided by the County**

**19.6.1** Any county issued cell phone that is requested by an employee must be approved by the County Commission. The county will own the cell phone, and it will be included in the county's inventory system.

**19.6.2** If an employee is issued a county cell phone, they are not eligible for the reimbursement.

**19.6.3** Personal use on a county cell phone will not be allowed.



95 North 1st West, Manila Utah 84046

July 29, 2025

**Letter of Recommendation to the Daggett County Commissioners  
Some Changes of Permitted or Conditional use changes in all Residential, Multiple  
Residential, Rural Residential, Multiple Use and Agricultural Zones**

The Daggett County Planning & Zoning Board held several public meetings and work sessions reviewing and making recommendations on permitted, not permitted, and conditional uses in all Rural Residential, Residential, Multiple Use and Agricultural Districts.

The Planning and Zoning Board then held a public hearing on July 15, 2025. No public comments or opposition were made. After the public hearing the Planning and Zoning board held discussion and consideration regarding the changes. A motion was made by Tamara Twitchell to accept and recommend the changes to the County Commission. Heidi Steele seconded. All were in favor, motion passed.

Attached is the recommendation from the Planning and Zoning Board. The suggested changes are in red, struck out or with question marks.

Thank You,

Daggett County Planning & Zoning Board  
Chad Reed, Chair  
Allan Wood, Vice Chair  
Heidi Steele  
Tamara Twitchell  
Carrie Poulsen, alternate

Commissioners  
Matt Tippets, Chairman  
[mtippets@daggettcountry.org](mailto:mtippets@daggettcountry.org)  
Randy Asay  
[rasay@daggettcountry.org](mailto:rasay@daggettcountry.org)  
Jack Lytle  
[jlytle@daggettcountry.org](mailto:jlytle@daggettcountry.org)  
435-784-3218

Assessor  
Jesse Platt  
[jplatt@daggettcountry.org](mailto:jplatt@daggettcountry.org)  
435-784-3222 X 120

Deputy Assessor/DMV  
Tamara Twitchell  
[ttwitchell@daggettcountry.org](mailto:ttwitchell@daggettcountry.org)  
435-784-3222 X121

Planning and Zoning  
Carrie Poulsen  
[cpoulsen@daggettcountry.org](mailto:cpoulsen@daggettcountry.org)  
435-784-3222 X230



## CHAPTER 6

## ZONING DISTRICTS

## ARTICLE A. MULTIPLE USE, AGRICULTURAL AND RURAL RESIDENTIAL DISTRICTS

## SECTION:

8-6A-1: Purposes

8-6A-2: Codes And Symbols

8-6A-3: Uses

8-6A-4: Area, Width, Frontage, Yard, Height And Coverage Regulations !2R!

## 8-6A-1: PURPOSES:

## A. Multiple Use Districts:

1. The purposes of providing a multiple use district are to establish areas in mountain, hillside, canyon, mountain valley, desert and other open and generally undeveloped lands where human habitation would be limited in order to protect land and open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scatteration of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, mining, wildlife habitat and recreation; to avoid excessive damage to watershed, water pollution, soil erosion, danger from brush land fires, damage to grazing, livestock raising and to wildlife values; and to promote the health, safety, convenience, order, prosperity and general welfare of the inhabitants of the community.

2. Agricultural buildings are not required to obtain a building permit when used solely in conjunction with agriculture use, and are not for human occupancy; notwithstanding this and unless otherwise exempted, a site plan is required and permits for plumbing, electrical and mechanical work will be required when that work is included in the structure.

District	Minimum Lot Size
MU-40	40 acres
MU-80	80 acres
MU-160	160 acres

!SETLRM!!SETFNT!!SETTAB!

#### B. Agricultural Districts:

1. The purpose of this district is to promote and preserve in appropriate areas conditions favorable to agriculture and to maintain greenbelt open spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses inimical to the continuance of agricultural activity.

2. Agricultural buildings are not required to obtain a building permit when used solely in conjunction with agriculture use, and are not for human occupancy; notwithstanding this and unless otherwise exempted, a site plan is required and permits for plumbing, electrical, and mechanical work will be required when that work is included in the structure.

District	Minimum Lot Size
A-20	20 acres
A-40	40 acres

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C. Rural Residential Districts: The purpose of this district is to promote and preserve in appropriate areas conditions favorable to large lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public utilities. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.

District	Minimum Lot Size
RR- $\frac{1}{2}$	$\frac{1}{2}$ acre
RR-1	1 acres
RR-5	5 acres
RR-10	10 acres

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In the following sections of this article, uses of land or buildings which are allowed in the various districts are shown as "permitted uses", indicated by a "P" in the appropriate column, or as "conditional uses", indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a blank cell. If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet, or acres required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a blank cell.

8-6A-3: USES:

No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural or rural residential districts, except as provided in this article.

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P
Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C
Agriculture and forestry:									
Agriculture, business or industry	C	C	C	C	C		<del>G</del> -	<del>G</del> -	<del>G</del> -
Agriculture, except grazing and pasturing of animals	P	P	P	P	P		P	P	P
Agriculture, including grazing and pasturing of animals	P	P	P	P	P		P	P	P
Animals and fowl for recreation or for family food production for the primary use of persons residing on premises	P	P	P	P	P	P	P	P	P
Farms devoted to raising and marketing chickens, turkeys or other fowl or poultry, fish or frogs, including wholesale and retail sales	P	P	P	P	P			<del>G</del> -	<del>G</del> -
Forest industry, such as sawmill, wood products plant or others	C	C	C						
Forestry, except forest industry	P	P	P	P	P		P	P	P

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Nursery or greenhouse, wholesale or retail	C	C	C	C	C		<del>C</del>	<del>C</del>	<del>C</del>
The tilling of the soil, raising of crops, horticulture and gardening	P	P	P	P	P	P	P	P	P
Apiary	P	P	P	P	P		C	C	P
Aviary	P	P	P	P	P		P	P	P
Cluster subdivision of single-family dwellings:									
Provided, that the residential density is not increased by more than 100 percent for the district						C	C	C	C
Provided, that the area, in acres, of the parcel is not less than						3	5	15	40
Dude ranch, family vacation ranch	C	C	C	C	C				<del>C</del> -
Dwellings:									
<del>Guesthouse</del> Accessory Dwelling Unit	<del>C</del> -P	<del>C</del> -P	<del>C</del> -P	<del>C</del> -P	<del>C</del> P	P	P	P	P -
Seasonal home or cabin	C	C	C	P	P	P	P	P	P
Single-family	P	C	C	P	P	P	P	P	P
Two-family	C	C	C	P	P	P	P	P	P

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Home occupation	C	C	C	C	C	C	C	C	C
Household pets	P	P	P	P	P	P	P	P	P
Hydroelectric dam	C	C	C	C	C	C	C	C	C
Kennel <b>COMMERCIAL</b>	<b>C</b>	<b>C</b>	<b>C</b>	C	C		<b>C</b>	<b>C</b>	<b>C</b>
Mine, quarry, gravel pit, rock crusher, concrete hatching plant, or asphalt plant, oil wells, or steam wells	C	C	C	C	C				<b>C</b>
Petroleum and gas exploration and production	C	C	C	C	C	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>
Power generation:									
<b>Large</b> <b>Major</b> wind energy system	C	C	C	C	C	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>
Minor wind energy system	P	P	P	P	P	P	P	P	P
<b>small wind system</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>
Private park or recreational grounds or private recreational camp or resort, including accessory or supporting dwellings or dwelling complexes and commercial service uses which are owned or managed by the recreational facility to which it is accessory	C	C	C	C	C			<b>C</b>	<b>C</b>
Public stable, riding academy or riding ring, horse show barns or facilities	C	C	C	C	C			<b>C?</b>	<b>C?</b>

Daggett County ?

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Public use, quasi-public use, essential services, including private school, with a curriculum corresponding to a public school, church; dams and reservoirs; radio and television transmitting stations or towers; cemetery	C	C	C	C	C		C ?	C ?	C ?
short term rental	c	c	c	c	c	C	C	C	c
<hr/> Signs:									
1 civic sign, not to exceed 16 square feet in sign area	P	P	P	P	P			C	C
1 development sign, not to exceed 8 square feet in area	P	P	P	P	P	P	P	P	P
1 identification sign, not to exceed 16 square feet in sign area	P	P	P	P	P				P
1 real estate sign, not to exceed 8 square feet in area	P	P	P	P	P	P	P	P	P
1 residential sign, not to exceed 2 square feet in area	P	P	P	P	P	P	P	P	P



8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Solar structures	P	P	P	P	P	P	P	P	P
Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of construction work	C	C	C	C	C	C	C	C	C

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8-6A-4: AREA, WIDTH, FRONTAGE, YARD, HEIGHT AND COVERAGE REGULATIONS:

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Area Regulations:									
The minimum lot area in acres for any main use in the districts regulated by this article shall be	40	80	160	20	40	1/2	1	5	10
Width Regulations:									

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
The minimum width in feet for any lot in the districts regulated by this article, except as modified by planned unit developments or cluster subdivisions, shall be	660	1,320	1,320	330	660	120	150	200	330
Frontage Regulations:									
The minimum frontage in feet for any lot in the districts regulated by this article on a public street or a private street approved by the governing body shall be	60	60	60	60	60	25	25	50	60
Front Yard Regulations:									
The minimum depth in feet for the front yard for main buildings in districts regulated by this article shall be	60	60	60	60	60	30	30	60	60
Accessory buildings may have the same minimum front yard depth as main buildings if they have the same side yard required for main buildings, otherwise they shall be set back at least 6 feet in the rear of the main building	A	A	A	A	A	A	A	A	A
Rear Yard Regulations:									

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
The minimum depth in feet for the rear yard in the districts regulated by this article shall be:									
For main buildings	60	60	60	60	60	30	30	50	60
For accessory buildings	60	60	60	60	60	3	10	20	60
Side Yard Regulations:									
The minimum side yard in feet for any dwelling other than main or accessory buildings in districts regulated by this article shall be	60	60	60	60	60	10	15	20	25
and a total width in feet of the 2 required side yards of not less than	120	120	120	120	120	20	40	40	50
Except on corner lots, 2 front and 2 rear yards are required	A	A	A	A	A		A	A	A
Except on corner lots, 2 front, 1 side and 1 rear yard are required						A			
Height Regulations:									
The maximum height for all buildings and structures in districts regulated by this article shall be:									
In feet	35	35	35	35	35	25	35	35	35
In number of stories	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5

8-6A-3

8-6A-3

	Multiple Use			Agricultural		Rural Residential			
	40	80	160	20	40	1/2	1	5	10
Coverage Regulations:									
The maximum coverage in percent for any lot in the districts regulated by this article shall be						25	20	10	5



## CHAPTER 6

## ZONING DISTRICTS

## ARTICLE B. RESIDENTIAL AND MULTIPLE RESIDENTIAL DISTRICTS

## SECTION:

8-6B-1: Purpose

8-6B-2: Codes And Symbols

8-6B-3: Uses

8-6B-4: Area, Width, Frontage, Yard, Height And Coverage  
Regulations !2R!

## 8-6B-1: PURPOSE:

The purposes of the residential and multiple residential districts are:

A. Residential district R1-40: To provide areas for large lot residential neighborhoods of essentially rural or estate character. Minimum lot size: forty thousand (40,000) square feet.

B. Residential district R1-20: To provide areas for very low density, single-family residential neighborhoods of essentially spacious and uncrowded character. Minimum lot size: twenty thousand (20,000) square feet.

C. Residential district R1-12: To provide areas for low density, single-family residential neighborhoods of spacious and uncrowded character. Minimum lot size: twelve thousand (12,000) square feet.

D. Residential district R1-10: To provide areas for medium low density, single-family residential neighborhoods where medium costs of development may occur. Minimum lot size: ten thousand (10,000) square feet.

E. Residential district R1-8: To provide areas for medium low density, single-family residential neighborhoods where low and medium costs of development may occur. Minimum lot size: eight thousand (8,000) square feet.

F. Residential district R1-6: To provide areas for low density, single-family residential neighborhoods where low and medium costs of development may occur. Minimum lot size: six thousand

(6,000) square feet.

G. Multiple-residential district RM-7: To provide areas for low residential density with the opportunity for varied housing styles and character. Maximum density: seven (7) dwelling units per net acre.

H. Multiple-residential district RM-15: To provide areas for medium residential density with the opportunity for varied housing styles and character. Maximum density: fifteen (15) dwelling units per net acre.

#### 8-6B-2: CODES AND SYMBOLS:

In the following sections of this article, uses of land or buildings which are allowed in the various districts are shown as "permitted uses", indicated by a "P" in the appropriate column, or as "conditional uses", indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a blank cell. If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a blank cell.

#### 8-6B-3: USES:

No building, structure or land shall be used and no building or structure shall be hereafter structurally altered, enlarged or maintained in the residential and multiple-residential districts, except as provided in this article.



	R-1						R-M	
	40	20	12	10	8	6	7	15
Accessory buildings and uses customarily incidental to the permitted uses	P	P	P	P	P	P	P	P
Accessory uses and buildings customarily incidental to the conditional uses	C	C	C	C	C	C	C	C
Agriculture, the tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P	P	P	P
Child daycare or nursery	C	C	C	C	C	C	C	C
Cluster subdivision of single-family dwellings; provided, that the residential density is not increased to allow more than 1 dwelling for each:								
30,000 square feet	C							
15,000 square feet		C						
8,000 square feet			C					
7,000 square feet				C				
6,000 square feet					C			
4,000 square feet						C	C	C
and that the total area of the subdivision cluster be not less than 5 acres, and that at least $\frac{1}{3}$ of the total area of the subdivision	A	A	A	A	A	A	A	A

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
be reserved or dedicated as permanent open space for common use of the residents, under development approval								
Dwellings:								
Four-family dwelling							C	C
Groups of dwellings each approved as a planned unit development							C	C
Multiple-family dwelling							C	C
Single-family dwelling	P	P	P	P	P	P	P	P
Three-family dwelling							C	C
Two-family dwelling							P	P
Two-family dwelling on corner lots requires 2 front and 2 rear yards							A	A
Accessory Dwelling Unit	p	p	p	p	p	p	p	p
Home occupation	C	C	C	C	C	C	C	C

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
Hospital; medical or dental clinic accessory to a hospital and located on the same premises								Ⓜ
Household pets	P	P	P	P	P	P	P	P
Mobile home developments:								
Mobile home parks								
Mobile home subdivisions								
Power generation:								
<del>Large</del> <del>Major</del> wind energy system								
Minor wind energy system	P	P	C	C	C	C	C	C
<del>Small wind energy system</del>								
Private educational institution having a curriculum similar to that ordinarily given in public schools	C	C	C	C	C	C	C	C
Private recreational grounds and facilities, not open to the general public, and to which no admission charge is made	C	C	C	C	C	C	C	C
Public and quasi-public buildings and uses:								
Cemetery								

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
Church	C	C	C	C	C	C	C	C
Essential service facilities	C	C	C	C	C	C	C	C
Golf course	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>	<del>C</del>
Substations or transmission lines of 50 kV or greater capacity	C	C	C	C	C	C	C	C
Quarries, gravel pits, land excavations								
Signs:								
1 civic sign, not to exceed 16 square feet in sign area	P	P					P	P
1 development sign, not to exceed 8 square feet in area	P	P	P	P	P	P	P	P
1 real estate sign, not to exceed 8 square feet in area	P	P	P	P	P	P	P	P
1 residential sign, not to exceed 4 square feet in area for the resident of a building, and one residential sign, not to exceed 8 square feet for name and address of a multiple-family residential building	P	P	P	P	P	P	P	P
All such signs shall be located on the property to which they pertain	A	A	A	A	A	A	A	A

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
Civic and residential signs may be illuminated, but the source of illumination shall not be visible. No flashing or intermittent illumination shall be employed, and the other signs shall not be illuminated	A	A	A	A	A	A	A	A
Identification sign, sign for conditional use	C	C	C	C	C	C	C	C
Solar structures	P	P	P	P	P	P	P	P

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8-6B-4: AREA, WIDTH, FRONTAGE, YARD, HEIGHT AND COVERAGE REGULATIONS:

	R-1						R-M	
	40	20	12	10	8	6	7	15
Area Regulations:								
The minimum lot area in square feet for any single-family dwelling structure in the districts regulated by this article shall be (in thousands)	40	20	12	10	8	6	7	8
The additional lot area for each additional dwelling unit in a dwelling							6	2.5

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
structure shall be (in thousands)								
For group dwellings, each separate dwelling structure after the first dwelling structure and each additional dwelling structure in square feet shall have (in thousands)							5	2.5
Minimum lot area for all main uses or buildings other than dwellings shall be (in thousands)	40	20	12	10	10	10	10	10
Width Regulations:								
The minimum width in feet for any lot in the districts regulated by this article, except as modified by planned unit developments or cluster subdivisions, shall be	120	100	80	80	70	60	70	70
Frontage Regulations:								
The minimum frontage in feet for any lot in the districts regulated by this article on a public street or a private street approved by the governing body shall be	60	50	45	45	40	40	45	45
Front Yard Regulations:								

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
The minimum depth in feet for the front yard for main buildings in districts regulated by this article shall be	30	30	30	30	25	25	25	25
Rear Yard Regulations:								
The minimum depth in feet for the rear yard in the districts regulated by this article shall be:								
For main buildings	30	30	30	30	6	20	30	20
For accessory buildings	3	3	3	3	3	3	3	3
Provided, that on corner lots which rear on a side yard of another lot, all such districts shall be located not closer than 10 feet to such side yard	A	A	A	A	A	A	A	A
Side Yard Regulations:								
The minimum side yard in feet for any dwelling in districts regulated by this article shall be	15	10	10	10	10	10	10	10
and the total width of the 2 required side yards	30	24	22	18	16	16	18	18
except that in no case shall the total	A	A	A	A	A	A	A	A

8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
width of the 2 side yards be less than the height of the building								
Other main buildings shall have a minimum side yard of	20	20	20	15	15	15	20	20
and a total width of the 2 required side yards of not less than	40	40	40	30	30	30	40	40
The minimum side yard for a private garage shall be	15	10	10	8	6	6	6	6
except that private garages and other accessory buildings located at least 6 feet in the rear of the main building may have a minimum side yard of	3	3	3	3	3	3	3	3
provided, that no private garage or other accessory buildings shall be located closer in feet to a dwelling on an adjacent lot than	15	10	10	10	10	10	10	10
On corner lots, the side yard in feet which faces on a street for both main and accessory buildings shall be not less than	20	20	20	20	20	20	20	20
or the average of existing buildings, but in no case shall the side yard be	15	15	15	15	15	15	15	15



8-6B-3

8-6B-3

	R-1						R-M	
	40	20	12	10	8	6	7	15
less in feet than								
nor be required to be more than	25	25	25	25	25	25	25	25
Any garage or carport opening which faces onto a street shall be set back from the street line in feet at least	30	30	30	30	25	25	25	25
Height Regulations:								
The maximum height for all buildings and structures in districts regulated by this article shall be								
In feet	35	35	35	35	35	35	35	55
In number of stories	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Coverage Regulations:								
The maximum coverage in percent for any lot in the districts regulated by this article shall be	20	20	30	35	35	35	35	50



UDOT Contract # \_\_\_\_\_

UDOT Comptroller # \_\_\_\_\_

Contract Setup Initials \_\_\_\_\_

## STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** ("UDOT") and **Local Government Name** ("Local Government"), a political subdivision of the State of Utah, each as party ("Party") and together as parties ("Parties").

### RECITALS

**WHEREAS**, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

**WHEREAS**, the terms of this agreement shall apply to all issued encroachment permits; and

**WHEREAS**, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

**WHEREAS**, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

### AGREEMENT

**NOW THEREFORE**, the Parties agree as follows:

- LICENSE:** UDOT grants a non-exclusive license to the Local Government for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the Local Government files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits

executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the Local Government to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.

4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the Local Government of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Local Government is responsible for UDOT's inspection costs.
6. **COSTS:** The Local Government shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Local Government shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Local Government shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Local Government shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Local Government shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Local Government shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Local Government shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Local Government shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.

10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Local Government or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Local Government or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Local Government, emergency work may be performed by a bonded contractor, public agency, or by Local Government. In all cases the Local Government shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.
11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Local Government's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Local Government's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by Local Government and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ENCROACHMENT PERMIT:** Access to UDOT right-of-way for installation of Facilities shall be allowed only pursuant to an encroachment permit issued by UDOT to the Local Government. The Local Government will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6.
13. **MAINTENANCE:** The Local Government shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Local Government fails to maintain its Facilities, UDOT may notify the Local Government of any required maintenance needs. If the Local Government fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Local Government shall reimburse UDOT for its cost.
14. **LIABILITY:** The Local Government is not required to post a continuous bond as long as the Local Government is a current member of the Utah Local Governments Trust. If the Local Government is not a current member, the Local Government shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000

completed operations aggregate. The liability of the Local Government shall not be limited to the amount of the insurance policy. The policy shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Local Government's operations in the right-of-way. The Local Government shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the Local Government shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the Local Government's Attorney or Risk Department. The Local Government shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the Local Government's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Manager  
Utah Department of Transportation  
4501 South 2700 West  
Salt Lake City, Utah 84129

Per Utah Administrative Code R930-7-6(d), the Local Government may be exempt from the bond requirement and certifies that it:

- ☐ Is a member of the Utah Local Governments Trust for purposes of commercial general liability insurance; or
- ☐ Is self-insured with a minimum of \$1,000,000 per occurrence; or
- ☐ Carries liability insurance with a minimum of \$1,000,000 per occurrence.

UDOT may require a bond from the Local Government for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the Local Government to UDOT standards. The liability of the Local Government shall not be limited to the amount of the bond.

The Local Government agrees to hold harmless, defend, and indemnify UDOT, its officers, employees and agents ("Indemnities") from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of the Local Government's negligent acts, errors or omissions in the performance of this

agreement, and from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind arising out of Indemnities' failure to inspect, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Government's negligent acts, errors or omission in the performance of this agreement. UDOT and the Local Government are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101. Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the Local Government to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the Local Government to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Local Government. Prior to any cancellation, UDOT shall notify the Local Government in writing, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Local Government shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Local Government will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and

routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Local Government shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Local Government's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Local Government must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Local Government was granted a deviation, the Local Government must provide the permit describing the deviation.

19. **TERM:** The initial term of this Agreement shall be five (5) years from the Effective Date. This Agreement will automatically renew for additional terms of five years unless a Party terminates the Agreement pursuant to paragraph 20. Approximately six months prior to the renewal date, UDOT will send a notice of renewal to the Local Government. No later than 30 days prior to each five-year renewal date, the Local Government must provide UDOT with confirmation of the utility's bond, insurance, and business entity status.
20. **TERMINATION OF LICENSE AGREEMENT:** This Agreement may be terminated as follows:
- A. By mutual agreement of the Parties, in writing.
  - B. By either Party, upon 30 days advance written notice to the other Party.
  - C. By UDOT for the Local Government's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per paragraph 21. The Agreement will not terminate if the Local Government commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Local Government's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this Agreement shall survive termination of this Agreement.
21. **GENERAL TERMS:** The following terms apply to this Agreement:
- A. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by



hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>Utah Department of Transportation Statewide Utilities Division 4501 South 2700 West, 4<sup>th</sup> Floor Salt Lake City, UT 84129 Attention: Statewide Utilities Manager</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114</p>	<p>From Local Government:</p>
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B. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in

this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by Local Government Representative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: (printed)

\_\_\_\_\_  
Title

#### FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By:

\_\_\_\_\_  
Statewide Utilities Manager

\_\_\_\_\_  
Date

#### UDOT CONTRACT ADMINISTRATION

By:

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date



[City Name]  
Street Address  
City, State, Zip  
Federal ID No. XX-XXXXXXX

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## R930-7 CONTINUOUS STATEWIDE UTILITY LICENSE AGREEMENT BOND

### TO COVER THE EXISTENCE AND MAINTENANCE OF FACILITIES ON THE UTAH DEPARTMENT OF TRANSPORTATION'S PROPERTY AND RIGHT-OF-WAY

**Bond Number**

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ Mailing  
address: \_\_\_\_\_ Phone: \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, being duly authorized to transact business in the  
State of Utah, are held and firmly bound unto the Utah Department of Transportation ("UDOT"), as Obligee, the full sum of  
\$100,000. For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors  
and assign, jointly and severally, firmly by these presents.

The Principal has entered into a Statewide Utility License Agreement with UDOT, executed on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

The Principal is required to maintain this surety bond in perpetuity to guarantee the complete and proper restoration and  
replacement of UDOT property or state highway right-of-way to the extent the Principal or its utility or related facilities causes  
any damage to UDOT's property or state highway right-of-way and other appurtenances that the Principal utilizes, occupies or  
impacts.

The Principal agrees to comply with the rules, regulations, condition and restrictions stated in the Statewide Utility  
License Agreement and in any individually permit(s) issued by UDOT.

If the Principal fails to complete the required work described in the permit(s), damages UDOT property or state highway  
right-of-way, including appurtenances and/or fails to perform the permitted work according to the applicable standards and  
specifications, including the conditions and limitations in the permit(s), it will be the responsibility of the Surety to arrange for  
the timely completion of all necessary work as required by the permit(s) and UDOT.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses  
and fees including enforcing such obligation, shall be taxed as costs and included in any judgment rendered.

This bond shall be deemed continuous in form and shall remain in full force and effect until the facilities are removed  
from UDOT's property or state highway right-of-way. This bond may be canceled by the Surety by giving 90 days' notice in  
writing to UDOT by certified mail to the following address:

Utah Department of Transportation  
Attention: Utilities Division  
4501 South 2700 West  
Box 148460  
Salt Lake City, Utah 84114-8460

The termination shall be effective 90 days after the receipt of the notice by UDOT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Principal Seal

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

Title: \_\_\_\_\_

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

Surety Seal

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

Title: \_\_\_\_\_

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, an oath, DEPOSES AND SAYS: that (s)he is Attorney-in-Fact of \_\_\_\_\_ the Surety of the foregoing bond, and that (s)he is authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to begin sole surety upon bonds, undertakings and obligations.

MAILING ADDRESS OF SURETY COMPANY

PHONE OF SURETY COMPANY

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Vendor Should Complete Form  
With Agency Input

**Attach completed form to  
VCC/VCN transaction.**

**Creation**

**Modification**

**Vendor**

**Customer**



*Note: Some features may not work when completing the form  
in the browser. Please download forms to a PDF before  
entering information. All forms are downloadable PDFs.*

**For questions,  
email: [fvendor@utah.gov](mailto:fvendor@utah.gov)**

## DIVISION OF FINANCE VENDOR/CUSTOMER CREATION/MODIFICATION

Legal/Individual Name

DBA if Applicable

Does the Vendor have an Active Contract? Yes No If Yes, Enter a Contract Number

### Tax Reporting

TIN ID Number (TIN)

TIN Type EIN

SSN/ITIN/ATIN

Not Applicable

1099 Classification

1099 Reportable

Yes

No

Organization Type Individual

Company

Preferred Payment Method

EFT \*If Selected,  
Complete Form FI 171

Check

PaymentPlus  
(Single Use Virtual Card)

### Address Information

Address 1

City, State, ZIP

Address Type Payment

Address 2

City, State, ZIP

Address Type Ordering

Same As Above

Address 3

City, State, ZIP

Address Type Billing

Same As Above

### Contact

Primary Contact

Phone Number

Email

Email For EFT Remittance  
(If Applicable)

### URS Attestation

Under UCA 49-11-12, (Post-Retirement Reemployment Restrictions Act), it is the responsibility of the State to identify and certify that a post-retired employee is working/providing services to the State of Utah.

Violations of this act and failing to certify post-retirees with URS will result in a liability to the State for repayment of retirement benefits. Visit URS for more information ([urs.org/employerguide](http://urs.org/employerguide))

Is the vendor currently receiving retirement benefits from Utah Retirement Systems (URS)? No Yes

### Completed By

Vendor

Agency

Name

Date

### Agency Information

Agency Contact

Department Name

Department Number

Notice of Personal Information Data Collection (UCA 63-G-2-601(2))

The data collected by this form is part of general record series 30900, 30901, 30546 and 30547

Reason for Data Collection

You are asked to provide this information to generate a valid profile for the State's accounting system so agencies of the State can create payments or billing requests for your business. Intended Uses of the Information The State of Utah will use this information to create a profile in our accounting system so payment or invoices can be made for your business.

Consequences for Refusing to Provide the Information

Failure to provide the requested information will prevent your profile from being valid and payments/invoices will not be generated resulting in loss of income or other collections methods. Data Sharing

This information may be shared with other State Agencies of the State of Utah to allow transaction processing.

This information may be shared with financial institutions to generate payments

This information may be shared with the Internal Revenue Service (IRS) to record 1099 reporting.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).



Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.