

DAGGETT COUNTY COMMISSION AND RDA MEETING AGENDA
Tuesday, June 30, 2026 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-tigt-axq

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 Summary
- I. Correspondence
- J. Commission Calendar Review

DAGGETT COUNTY COMMISSION POLICY AND LEGISLATION

- 1. 9:30 AM Recess For MBA Meeting.
- 2. Discussion And Consideration Of Letter Of Recommendation And Final Draft Of The Accessory Dwelling Unit Ordinance For Planning & Zoning
- 3. Discussion And Consideration Of Recommendation Regarding A Change In The Commercial And Industrial Use Zones For Planning & Zoning
- 4. Discussion And Consideration Of Letter Of Recommendation For Some Changes Of Permitted Or Conditional Use Changes In All Residential, Multiple Residential, Rural Residential Multiple Use And Agricultural Zones
- 5. Discussion And Consideration Of Potential Fireworks & Fire Restrictions
- 6. Discussion And Consideration Of Tower Rock Run Forest Service Application
- 7. Discussion And Consideration Of Daggett County's Election Requirements For This Year's Secure Rural Schools (SRS) Act Funds
- 8. Discussion And Consideration Of Purchase Order For IT, To Beyond Trust, In The Amount Of \$6,298.00 For Privileged Remote Access
- 9. Discussion And Consideration Of Approval Of The Certified Tax Rates
- 10. Discussion And Consideration Of County Options To "Pick Up" Employee Contributions And /Or Contribute An Additional Percentage To Employee 401(K)s
- 11. Discussion And Consideration Of Provider Proposals For DCHBCC
- 12. Discussion And Consideration Of Worksite Learning OJT And EIO Employer Agreement For Victor Ezell

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

REDEVELOPMENT AGENCY (RDA) POLICY & LEGISLATION

- a) Closed Session For Discussing Of Purchase, Exchange, Or Lease Of Real Property.

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.



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of Environmental Quality

Tim Davis
Commissioner

DIVISION OF AIR QUALITY
Bryce C. Bird
Director

Air Quality Board
Kim Frost, *Chair*
Michelle Bujdoso, *Vice-Chair*
Tim Davis
Seth Lyman
Colton Norman
Sonja Norton
Lorin Palmer
John Rasband
Dave Spence
Bryce C. Bird,
Executive Secretary

DAQ-023-26

UTAH AIR QUALITY BOARD MEETING TENTATIVE AGENDA

Wednesday, July 1, 2026 - 1:30 p.m.
195 North 1950 West, Room 1015
Salt Lake City, Utah 84116

Board members may be participating electronically. Interested persons can participate telephonically by dialing 1-475-299-8810 using access code: 449-801-632#, or via the Internet at meeting link:
meet.google.com/dpm-oqgm-nzk

- I. Call-to-Order and Roll Call.
- II. Date of the Next Air Quality Board Meeting: August 5, 2026
- III. Approval of the Minutes for the June 3, 2026, Board Meeting.
- IV. Propose for Public Comment: Repeal Rule R307-124. General Requirements: Conversion to Alternative Fuel Grant Program. Presented by Jazmine Lopez.
- V. Propose for Final Adoption: Amendment to Section R307-110-11 to incorporate Utah State Implementation Plan Section IX, Control Measures for Area and Point Sources, Part B, Sulfur Dioxide; Section IX.B.11, SO₂ Maintenance Provisions for Salt Lake County Nonattainment Area and Section IX.B.12, SO₂ Maintenance Provisions for Tooele County Nonattainment Area. Presented by Tasnuva Islam.
- VI. Propose for Final Adoption: Amend Section R307-110-17, Section IX, Control Measures for Area and Point Sources, Part H, Emission Limits; Amend Utah State Implementation Plan, Section IX.H.12 and Section IX.H.13: Emission Limitations and Operating Practices. Presented by Ana Williams.
- VII. Propose for Public Comment: Amend Rules R307-840. Lead-Based Paint Program Purpose, Applicability, and Definitions; R307-841. Residential Property and Child-Occupied Facility Renovation; and R307-842. Lead-Based Paint Activities. Presented by Tamie Call.

VIII. Informational Items.

- A. Air Toxics. Presented by Leonard Wright.
- B. Compliance. Presented by Harold Burge, Rik Ombach, and Chad Gilgen.
- C. Monitoring. Presented by Bo Call.
- D. Other Items to be Brought Before the Board.
- E. Board Meeting Follow-up Items.

In compliance with the Americans with Disabilities Act, individuals with special needs (including auxiliary communicative aids and services) should contact LeAnn Johnson, Office of Human Resources at (385) 226-4881, TDD (801) 536-4284 or by email at leannjohnson@utah.gov.

**An Ordinance of Daggett County Providing
for Land Use Planning and Zoning Regulations:
Chapter 9: Supplementary and Qualifying Regulations 8-9-30
Accessory Dwelling Units (ADU's)**

8-9-30	Purpose
8-9-30-A	Definitions
8-9-30-B	Permitted and Non-Permitted Uses
8-9-30-C	General Regulations and Requirements
8-9-30-D	Affidavit
8-9-30-E	Violations and Penalties
8-9-30-F	Severability

Article 8-9-30: Accessory Dwellings Units: Purpose

The purpose of this ordinance is to establish development and use regulations for Accessory Dwelling Units (ADUs) in order to provide uniform standards for ADU's, to accommodate the housing needs of Daggett County residents and to provide alternative housing options for the needed workforce.

Section: 8-9-30-A: Definitions

The following definitions supplement the definitions found in Title 8, Chapter 2 Definitions and Rules.

1. Accessory Dwelling Unit (ADU): A residential dwelling unit means a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot.
2. Accessory Dwelling Unit, Attached (AADU): Accessory dwelling that is additional to the primary dwelling that can be accessed from the inside of the primary dwelling and has a separate exterior entrance.
3. Accessory Dwelling Unit, Detached (DADU): Accessory dwelling unit is separate from the primary dwelling. Detached units can only be located within the side or rear yard of the primary dwelling.
4. Accessory Dwelling Unit Internal (IADU): Accessory dwelling unit that is located within the footprint of the primary dwelling and can be accessed only through the inside of the primary dwelling.
5. Building Code Compliance: All construction and remodeling shall conform to the International Fire Code and International Residential codes and ordinance requirements in effect at the time of construction or remodeling, in accordance with Utah State Code and Daggett County Code.
6. Dwelling Size Regulation: All single-family and multi-family dwellings shall have a minimum of four hundred (400') square feet. The minimum rental permitted shall be thirty (30) days. Every dwelling shall be located and maintained on a "lot," as defined in

section 8-2-3; definitions of this title. (Ord. 17-16, 7-26-2017; amd. Ord. 20-06, 6-16-2020)

7. Owner Occupied: No accessory dwelling unit shall be created, established, or occupied in a single-family dwelling unless the owner of the property occupies either a portion of the main dwelling or a detached accessory unit on the same single-family lot. For the purpose of this section, the term "owner occupied" shall be defined as a full time residency within the home by the bona fide property owner(s) for more than 275 (two hundred seventy-five days) days in every calendar year.
8. Primary Dwelling: A single-family dwelling that is detached and is occupied as a primary residence of the owner of record.

Section 8-9-30-B: Permitted

This section defines what uses are permitted.

Permitted Uses:

1. Internal Accessory Dwelling Units (IADU)
2. Attached Accessory Dwelling Units (AADU)
3. Detached Accessory Dwelling Units (DADU) shall be a permitted use for full time residents only.
4. All ADU's shall be a permitted use in all residential and agriculture zones if a residential structure exists on a legally created lot.

Section 8-9-30-C: General Regulations and Requirements

This section shall be used to determine requirements and develop standards related to the establishment of ADU's

1. An ADU is allowed as a permitted use within all residential and agriculture zoning districts.
2. ADU's shall not be permitted on lots 11,000 thousand (11,000) square feet or less.
3. ADU's shall not be sold separately from the main unit.
4. ADU's must remain accessory to the primary dwelling and shall not be separated by a lot split, subdivision, or any other form of land division.
5. No ADU's shall be allowed on commercial properties.
6. Regardless of the manner of construction, all setbacks, height limits, lot coverage, and other planning and zoning regulations shall be adhered to.
7. ADU's shall not be located in a front or corner lot side yard and shall meet the same setbacks as required for the primary residence in the zone.
8. The maximum height for ADU's shall be no taller, in elevation, than the roof of the primary structure.
9. ADU's shall require at least 1 off-street parking space.
10. All construction must comply with applicable building, health and fire codes. This includes obtaining the required permits from Daggett County.

11. Site coverage for all ADU's must meet lot usage restrictions.
12. ADU's may share utilities with the primary residence, or they may have independent connections.
13. If an ADU has independent utilities, it must have its own connection and meter separate from the primary residence.
14. Connection fees will apply if a new service is installed for the ADU.
15. Impact fees must be paid in full for all ADU's.
16. If utilities are shared between the ADU and primary residence, impact fees will still apply.
17. Utilities will be governed by each utility entity. Must provide will serve letters for water from the Manila Town Water or Tri County Health Department approval for wells with application.
18. All ADU's must be reviewed and approved for septic feasibility by the Tri County Health Department if the primary dwelling has a septic system
19. Property owners as shown on the Daggett County Recorder's Office shall occupy the primary dwelling as their permanent residence. In no case, shall a property owner rent out both the primary dwelling and the accessory dwelling.
20. Building permits are required and will require the same documentation and inspections as any other residential dwelling.
21. The primary dwelling and accessory dwelling must share the same address number, but must indicate the separate units.
22. Recreational vehicles, portable structures, shipping containers, mobile homes, campers, tents and/or any other temporary structure shall not qualify as an ADU.
23. Individual lots may belong to homeowners association or have restrictive covenants which have greater restrictions regarding Accessory Dwelling Units. Nothing in this article shall be construed as to prevent private enforcement of any restrictive covenants or HOA rules
24. ADU's may not be rented on a transient basis (periods less than 30 days). The primary owner must either occupy the primary dwelling or the ADU.
25. A maximum of one ADU shall be permitted per lot, whether it is in an owner-occupied single-family dwelling, or in a detached accessory structure associated with a single-family dwelling.
26. The Planning and Zoning Board may place other appropriate or more stringent conditions deemed necessary in approving ADU's as per the standards found in Chapter 11, Conditional Uses, of the Daggett County Code

Section 8-9-30-D: Affidavit:

Applicants for ADU's and shall provide an affidavit stating that the owner of the property will occupy either the primary dwelling unit, accessory dwelling unit, or internal accessory dwelling

unit as defined in section 8-9-30, definitions, and comply with all other requirements of this chapter. Upon approval of the ADU, the affidavit shall be recorded against the property (in the event the property owner decides to sell the home) to alert the future owner of the regulations for the ADU. Upon sale of the property, the new owner shall be required to sign and record a new affidavit and reauthorize the ADU.

Section 8-9-30-E: Violations and Penalties

Violation of this ordinance shall be subject to the penalties outlined in Title 1, chapter 4 of the Daggett County Code and Title 17-79-9; Enforcement of the Utah State Code.

Section 8-9-30-F: Severability

If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions, and words of this Ordinance shall be severable.



95 North 1st West, Manila Utah 84046

June 22, 2026

Letter of Recommendation to the Daggett County Commissioners

ACCESSORY DWELLING UNIT ORDINANCE

The Daggett County Planning and Zoning Board held several work sessions and public meetings and two public hearings, one on March 19, 2026 and one on June 16, 2026 regarding an ordinance for Accessory Dwelling Units.

On June 16, 2026 the Planning and Zoning Board held a public meeting to review the final draft of the Accessory Dwelling Unit Ordinance. Tamara Twitchell motioned to approve the final draft of the Accessory Dwelling Unit Ordinance and forward it to the County Commissioners. Chad Reed seconded the motion. All in favor, motion carried.

Daggett County Planning & Zoning Board

Chad Reed, Chair
Allan Wood, Vice Chair
Tamara Twitchell
Carrie Poulsen, alternate

Commissioners

Matt Tippetts, Chairman
mtippetts@daggettcountry.org
Randy Asay
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Jack Lytle
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435-784-3218

Assessor

Jesse Platt
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435-784-3222 X 120

Deputy Assessor/DMV

Tamara Twitchell
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435-784-3222 X121

Planning and Zoning

Carrie Poulsen
cpoulsen@daggettcountry.org
435-784-3222 X230

The purposes of the commercial and industrial districts are:

General Commercial District CG: To provide areas in appropriate locations where a combination of business, commercial, entertainment and related activities may be established, maintained, and protected. Regulations of this district are designed to provide a suitable environment for those commercial and service uses which are vital to economic life, but some of which would be intrusive and disruptive in a shopping center type of commercial development.

General Industrial District MG: To provide for areas in appropriate locations where heavy industrial processes necessary to the economy may be conducted. The regulations of this district are designed to protect the environmental quality of the district and adjacent areas.

DRAFT				
P-Permitted	C-Conditional	X-not allowed		
			Commercial (CG)	Industrial (MG)
Accessory uses and buildings customarily incidental to the conditional uses			C	C
Accessory uses and buildings customarily incidental to the permitted uses			P	P
Agriculture:				
	Agricultural industries		C	C
	The tilling of the soil, the raising of crops, horticulture and gardening		P	P
Automobile sales and services:				
	Automatic car wash; automobile and recreation vehicle sales, lease, rental or repair, new or used, conducted outdoors; automobile repair garage		P	P
	Automobile or recreation vehicle sale, service, lease, rental and repair, new or used, conducted entirely within an enclosed building; auto parts, indoor		P	p
		Parking lot incidental to a use conducted on the premises	P	P
		Parking lot not incidental to a use conducted on the premises	C	C
	Automobile service station		C	C
	Body and fender shop; tire recapping; motor vehicle, bicycle and recreation vehicle assembly, painting, upholstering and rebuilding		C	P
Dwellings and other living quarters:				
	Hotel; motel		P	x
	Recreational vehicle park		C	x
	Yurts		C	x
Power generation:				
	Large wind energy system		C	C
	Minor wind energy system		P	P
	Small-wind energy system		C	C
Processing and manufacturing:				
	Bag cleaning		x	P

	Baking, ice cream making, and/or candy making	C	P
	Blacksmith shop	x	P
	Boiler works	x	P
	Bookbinding	P	P
	Bottling works	x	P
	Breweries	C	C
	Cement, mortar, plaster, or paving materials, central mixing plant, related to construction industry	x	C
	Construction of buildings to be sold and moved off the premises	C	P
	Dairy	C	P
	Egg candling, sales or processing	P	P
	Fertilizer and soil conditioner manufacture, processing and/or sales, providing only nonanimal products and byproducts are used	x	C
	Forage plant	x	P
	Foundry, casting light weight, nonferrous metal	x	P
	Hatchery	C	P
	Honey extraction	P	P
	Incinerator, nonaccessory	x	C
	Knitting mill	C	P
	Laboratories	C	C
	Laundry	P	P
	Machine shop	C	P
	Manufacture, curing, compounding, processing, packaging and treatment of fish, sauerkraut, pickles, vinegar, yeast and rendering of fat	x	C
	Manufacture, curing, compounding, processing, packaging and treatment of the following:		
	Baker goods, batteries	C	C
	Candy, cereal, cosmetics	C	C
	Dairy products	C	C

		Food products (excluding fish, sauerkraut, pickles, vinegar, yeast, and rendering of fat)	C	C
		Lubrication grease	C	C
		Meat products	C	C
		Oil	C	C
		Pharmaceuticals	C	C
		Toiletries	C	C
	Manufacture, fabrication, assembly, canning, compounding, packaging, processing, treatment, storage and/or maintenance of the following:			
		Airplane and parts, automobiles and parts, alcohol	x	P
		Brass	x	P
		Candles, cans, cameras, photo equipment, including film, cast stone products, copper	x	P
		Dyestuffs	x	P
		Emery cloth, excelsior	x	P
		Glass, glucose, gypsum	x	P
		Hair, hardware	x	P
		Ink, iron	x	P
		Lampblack, linoleum, lime	x	P
		Machinery, malt, matches, meats, musical instruments	x	P
		Novelties	x	P
		Oilcloth, oiled rubber goods, oxygen	x	P

		Paper, paint, pulp, pickles, pottery, incidental plaster, plaster of Paris, plastics	x	P
		Salt, sheet metal, shellac, shoddy, shoe polish, soap, detergents, soda, starch, steel	x	P
		Terra cotta, tile, toys, turpentine	x	P
		Varnish, vinegar	x	P
		Yeast	x	P
	Manufacture/maintenance of the following:			
		Boats, business machines	C	P
		Cameras, photo equipment	C	P
		Electric or neon signs, billboards, and/or commercial advertising structures	C	P
		Light sheet metal products including heating and ventilation ducts and equipment, cornices and eaves, venetian blinds, window shades, awning	C	P
		Musical instruments	C	P
		Novelties	C	P
		Rubber and metal stamps	C	P
		Toys	C	P

	Manufacture of brick, clay, ceramic, cinder, concrete, synthetic, cast stone, plastic and pumice stone products, including, in addition, manufacture or fabrication of building blocks. Tile or pipe from raw materials for use in building construction or for sewer or drainage purposes, and excluding rock or gravel crushing of raw materials, except that which is incidental to the manufacture or fabrication of the above described products, and provided that such crushing facilities be located not closer than 200 feet to any property line	x	C
	Manufacturing, compounding, assembling and treatment of articles of merchandise from the following previously prepared materials:		
	Bone	x	C
	Cellophane, canvas, cloth, cork	x	C
	Feathers	x	C
	Hair, horn	x	C
	Leather	x	C
	Paper, paint, plastics, precious or semiprecious stone, or metals	x	C
	Rubber	x	C
	Shell, straw	x	C
	Textiles, tobacco	x	C
	Wood, wool	x	C
	Manufacturing, processing, refining, treatment, distilling, storage, or compounding of the following:		
	Acid, ammonia, asphalt, acetylene gas	x	C
	Bleaching powder and chlorine, bones	x	C

		Chemicals of an objectionable or dangerous nature, coal creosote	x	C
		Disinfectants	x	C
		Explosives	x	C
		Fireworks	x	C
		Gas, gelatin or size, glue, grease or lard	x	C
		Hides	x	C
		Insecticides	x	C
		Metals crushing	x	C
		Ore	x	C
		Petroleum, plastics, potash, pyroxylin	x	C
		Roofing, or waterproofing material, rubber, or gutta-percha	x	C
		Tallow, tar	x	C
		Wood	x	C
	Mobile lunch agency		P	P
	Monument works		C	P
	Motion picture studio		C	P
	Planing mill		x	P
	Printing convenience for drop-in customers		P	P
	Publishing and contract printing		P	P
	Rock crusher		x	C
	Sandblasting		x	C
	Sawmill		x	C
	Tire retreading or vulcanizing		C	P
	Upholstering, including mattress manufacture, rebuilding or renovating		P	P
	Uses which follow, provided they are located at least 300 feet from any district boundary:			
		Animal byproducts, plants, offal or dead animal reduction or dumping	x	C

		Blast furnace	x	C
		Fat rendering, fertilizer and soil conditioner, foundry	x	C
		Garbage or refuse maintenance or disposal site, gravel pits, quarries	x	C
	Weaving		C	P
	Welding shop		C	P
Public and quasi-public:				
	Cemetery		C	C
	Churches		C	C
	Parks, golf courses, swimming pools, and other recreation areas		P	P
	Public buildings		C	C
	Private schools		C	
	Radio/television transmitting towers		x	P
Recreation, commercial:				
	Archery shop/range, if conducted in enclosed building		P	C
	Athletic club; health club, athletic goods store		P	C
	Bicycle shop		P	C
	Billiards or pool hall, swimming pool, skating rink		P	C
	Bowling alley, boxing arena		c	C
	Campground		C	x
	Dance hall, dancing		C	x
	Drag strip racing		x	C
	Go-cart racing		C	C
	Golf course, miniature golf		P	P
	Gymnasium		P	C
	Nightclub/social club		C	x
	Recreation center, commercial		P	C
	Recreation vehicles rental-lease, sales and service		P	P
	Recreational vehicle parks		C	x
	Theater, indoor		P	x
	Theater, outdoor		C	C
Sales and related services:				

	Air conditioning, ventilating equipment, sales/repair	P	C
	Art needlework shop	P	x
	Art shop and/or supply	P	x
	Awning sales/repair	P	C
	Bakery, retail sales	P	C
	Beer outlet, Class A, Class B	C	x
	Bookstore	P	x
	Bookstore, adult	C	C
	Building material sales, enclosed	C	P
	Building material sales yard with sale of rock, sand, gravel and the like as an incidental part of the main business, but excluding concrete mixing, except as such concrete mixing is necessary in preparation and manufacture of any products specified in this section	C	P
	Cafe, cafeteria, catering establishment	P	C
	Candy, confectionery, nut shop	P	C
	Carbonated water sales	P	x
	China and/or silver shop	P	x
	Clothing store	P	C
	Coal/fuel sales office	P	C
	Delicatessen	P	C
	Department store	P	x
	Drapery/curtain store	P	C
	Drive-ins, refreshment stand, eating and/or drinking place	C	C
	Drugstore	P	x
	Dry goods store	P	x
	Electrical, heating appliances and fixtures, sales/repair/service	P	p
	Electronics sales and repair	P	C
	Floor covering sales	P	c
	Florist shop	P	x
	Fountain equipment supply	P	p
	Fruit/fruit juice store, fruit and/or vegetable stand, or store	P	x
	Fur sales, storage, repair	P	x
	Furniture sales, and/or repair	P	x
	Gift shop, hobby or crafts shop	P	x
	Greenhouse, nursery, plant materials, soil/lawn service	P	x

	Grocery, meat sales	P	C
	Gunsmith	P	x
	Hardware store	P	x
	Health food store	P	x
	Hobby and/or craft shop	P	x
	Hospital supplies	P	x
	Ice cream shop	P	x
	Ice manufacture, storage, and retail/wholesale sales	P	P
	Insulation sales	P	P
	Jewelry stores	P	x
	Laundry, automatic self-help, laundry agency	P	x
	Leather goods, luggage sales	P	C
	Linen shop	P	
	Liquor and beer sales, places for the drinking of liquor or beer	C	x
	Lumberyard	C	P
	Military surplus store	C	C
	Milk distributing station, sale of dairy products, excluding processing/bottling	P	x
	Monument sales, retail	P	P
	Motorboat sales	P	P
	Music store	P	x
	Notions	P	x
	Novelty shop	P	x
	Oil burner shop	P	x
	Ornamental iron, sales only	P	C
	Package agency	C	x
	Painter/paint store	P	x
	Pet shop	P	x
	Photographer or photography shop, sales and service	P	x
	Plumbing shop	P	x
	Popcorn and/or nut shop	P	C
	Radio and television station	C	P
	Restaurant	P	C
	Roofing sales	P	x
	Secondhand shop, antiques, conducted within a building or enclosure	P	x
	Seed/feed store	P	P
	Sewing machine shop	P	x

	Shoe shop, shoeshine, shoe repair	P	x
	Stationery and greeting card sales	P	x
	Tire shop	P	C
	Tobacco shop	P	x
	Variety store	P	x
	Wallpaper store	P	x
	Wholesale business	P	P
Service activities:			
	Animal hospital	C	C
	Baby formula service, baby diaper service, sitter agency	P	x
	Bank	P	x
	Barbershop	P	x
	Bath and massage	P	x
	Beauty shop	P	x
	Carpet and/or rug cleaning	P	p
	Clothes cleaning, dyeing, pressing	P	P
	Costume rental	P	x
	Dramatics school	C	x
	Electric appliances and/or electronic instruments service	P	x
	Employment agency or employment office	P	x
	Fix-it shop, repair shop, household items	P	x
	Flooring, floor repair shop	P	x
	Frozen food lockers	P	x
	Household cleaning/repair, house equipment displays	P	x
	Interior decorating store	P	x
	Janitorial service	P	x
	Kennel	p	p
	Key and lock service	P	x
	Medical/dental clinic, laboratories	P	x
	Mortuary	C	C
	Nurses' agency	P	x
	Office, business or professional	P	x
	Office, supply, office machines sales, repair	P	x
	Optometrist, and/or oculist	P	x
	Pest extermination business	C	C
	Printing and small paper reproduction service	P	x

	Printing, including engraving, photo engraving	P	x
	Reception center and/or wedding chapel	C	x
	Sign painting shop	P	C
	Tailor shop	P	x
	Taxidermist	P	C
	Towel and linen supply service	P	x
	Travel bureau	P	x
	Upholstery shop	P	x
	Veterinary	C	C
Signs:			
	Advertising signs, not exceeding 132 square feet in area or 25 feet in height may be allowed by the Planning Commission	x	C
	Business signs, not to exceed a total of 1 square foot of sign area for each 1 linear foot of business building frontage; no such sign to exceed 50 square feet in area and not more than 3 signs for any 1 business; all such signs to be flat wall or freestanding signs; no such sign to be revolving or to have flashing or intermittent lighting	P	P
	Business signs permitted above herein may be allowed as pole signs not to exceed 25 feet in height and 100 square feet in total area by the Planning Commission	C	C
	The following nonadvertising signs, subject to the limitations stated. All such signs may be lighted but shall have no flashing or intermittent light and shall not revolve or have lighted moving parts. Such signs to be flat wall signs or pole signs but no such signs shall project above the eaves or parapet wall of the building on the premises to which it is appurtenant. The maximum sign area may be used in not more than 3 signs.		
	Civic, maximum 14 square feet	P	P
	Development, maximum 40 square feet	P	P

		Other, maximum 8 square feet	P	P
		Real estate, maximum 16 square feet	P	P
		Residential, personal nameplate, maximum 2 square feet	P	P
Solar structures			P	P
Storage and warehousing:				
	Boat and recreational vehicle storage		P	x
	Coal, fuel and wood yards		C	P
	Contractors' equipment storage yard or plant, or rental of equipment used by contractors		C	p
	Garage, public		P	P
	Junkyard		x	C
	Warehouse		C	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 the construction work			C	C
Transportation:				
	Bus terminal		P	C
	Draying, freighting, or trucking yard or terminal		C	P
	Express shipping office		P	P
	Railroad yards, shop and/or roundhouse for railroads		x	P
	Taxi stand		P	P
	Terminal, parking and maintenance facilities		C	C
	Transfer company		C	P
	Transfer company, provided trucks no larger than 2 tons capacity are used		P	P
	Truck stop and service facilities		C	P

(Ord. 17-16, 7-26-2017; amd. Ord. 20-06, 6-16-2020)



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

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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		G -	G -	G -
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			G -	G -
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		C	C	C
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				C -
Dwellings:									
Guesthouse Accessory Dwelling Unit	C -P	C -P	C -P	C -P	C 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 COMMERCIAL	C	C	C	C	C		C	C	C
Mine, quarry, gravel pit, rock crusher, concrete hatching plant, or asphalt plant, oil wells, or steam wells	C	C	C	C	C				C
Petroleum and gas exploration and production	C	C	C	C	C	C	C	C	C
Power generation:									
Large Major wind energy system	C	C	C	C	C	C	C	C	C
Minor wind energy system	P	P	P	P	P	P	P	P	P
small wind system	C	C	C	C	C	C	C	C	C
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			C	C
Public stable, riding academy or riding ring, horse show barns or facilities	C	C	C	C	C			C?	C?

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
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:								
Large Major wind energy system								
Minor wind energy system	P	P	C	C	C	C	C	C
Small wind energy system								
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	C	C	C	C	C	C	C	C
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

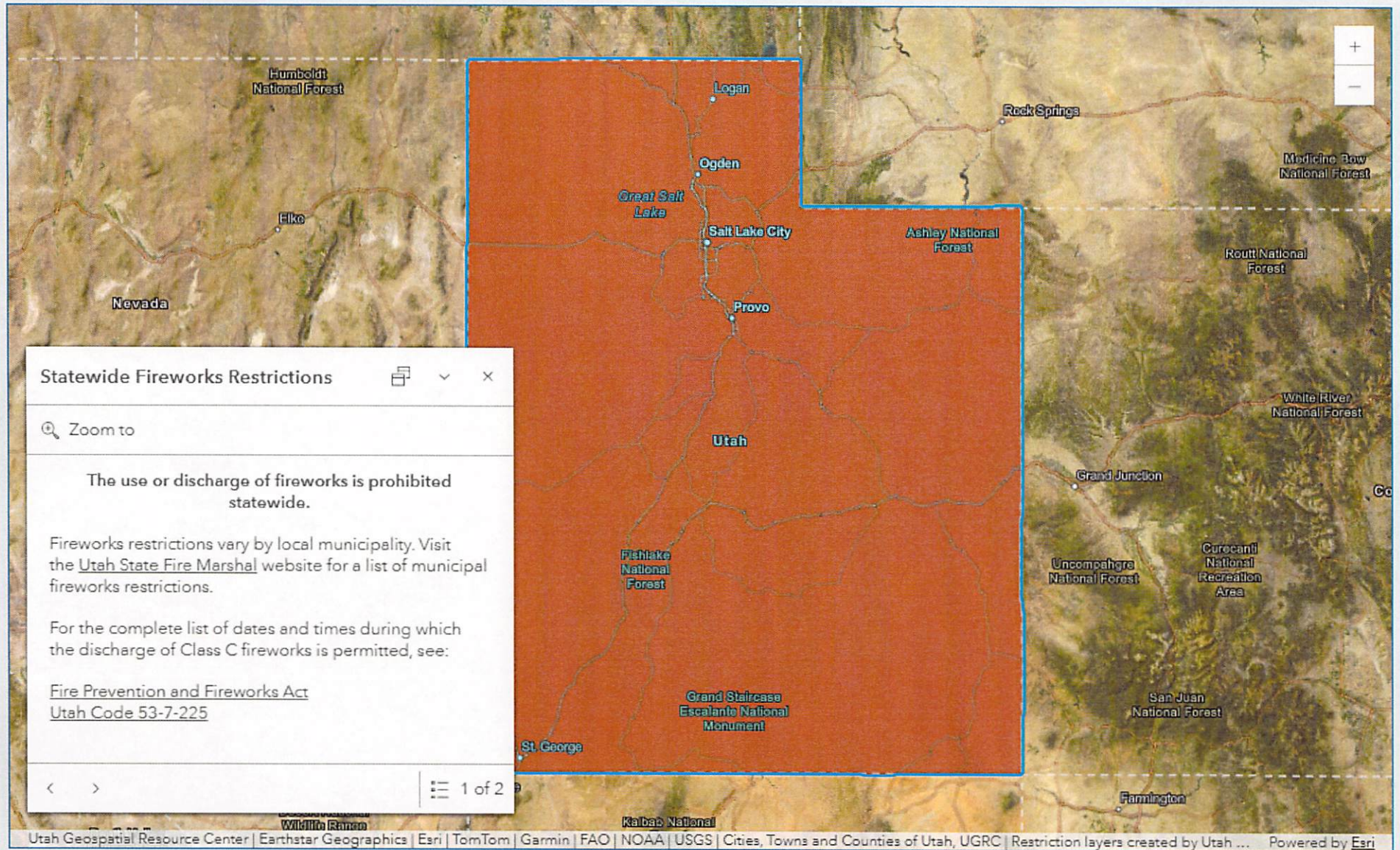
	R-1						R-M	
	40	20	12	10	8	6	7	15
width of the 2 side yards be less than the height of the building								
Other main buildings shall have a minimum side yard of	20	20	20	15	15	15	20	20
and a total width of the 2 required side yards of not less than	40	40	40	30	30	30	40	40
The minimum side yard for 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

Utah Fireworks Restrictions:





United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Utah State Office
440 West 200 South, Suite 500
Salt Lake City, UT 84101-1434

June 17, 2025

FIRE PREVENTION ORDER UTAH BLM LANDS
United States Department the Interior
Bureau of Land Management
Order No. UT914-25-001

According to regulations of the Department of Interior, found at 43 Code of Federal Regulations (CFR) 9212.1 (h), the additional following acts are prohibited on Bureau of Land Management (BLM) areas, lands, roads, waterways, and trails, in the State of Utah, until rescinded by the Utah BLM State Director.

Acts prohibited under this order include the following:

- The use/discharge of explosives of any kind, incendiary or chemical devices, pyrotechnic devices, exploding targets, pressurized containers or canisters, and binary explosives.
- The use/discharge of any kind of fireworks as defined by this order.

Definition(s):

Fireworks include, but are not limited to, any device which produces noise, smoke, showers of sparks, or movement by combustion or explosive materials. These explosives are defined by the U.S. Department of Transportation in 49 CFR 173. This definition includes all classes of fireworks.

Binary explosives include, but are not limited to, pre-packaged products consisting of two separate components, usually an oxidizer like ammonium nitrate and a fuel such as aluminum or another metal. These binary explosives are defined by the Bureau of Alcohol, Tobacco, Firearms, and Explosives in 27 CFR 555.

Exemptions from the order:

All exemptions to this prevention order will be handled through local permits issued by BLM Districts for said purpose.

Area description:

BLM managed lands within the State of Utah.

This Fire Prevention Order is effective 12:01 a.m., 18th day of June 2025, and will remain in effect until rescinded.

Anyone in violation of this Fire Prevention Order may be subject to civil liability or criminal prosecution under any applicable law or BLM regulation. A violation of this Order may be classified as a Class A Misdemeanor Offense under 43 USC 1733(a) FLPMA , 18 USC 3559. Pursuant to 18 USC 3571, if the violation does not result in death, anyone who violates this order may be fined not more than \$100,000 and/or imprisoned for not more than 12 months. Liability for total fire suppression and damage costs incurred will be borne by the responsible party.

This order will supersede and rescind all previous fire prevention orders issued by this office.

Information regarding fire prevention orders and fire restrictions may be obtained at blm.gov/programs/fire/regional-info/utah/fire-restrictions.

Gerald Davis
State Director, Acting

Ent 025936 Bk 77 Pg 721
Date: 05-SEP-2012 4:33:06PM
Fee: None
Filed By: CF
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

DAGGETT COUNTY RESOLUTION NO. 12-17

**A RESOLUTION TO PROVIDE RESTRICTIONS ON FIREWORKS
AND OPEN FIRES IN DAGGETT COUNTY, STATE OF UTAH**

WHEREAS, the Board of County Commissioners for Daggett County has declared a drought in Daggett County; and

WHEREAS, an Ordinance was previously passed restricting use of fireworks; and

WHEREAS, due to the drought and the dry conditions it is necessary in order to protect the health, safety, homes and property of the residents of Daggett County to restrict the use of open fires and fireworks, and;

WHEREAS, due to the drought and low water supply the risk of fire is substantial and the destruction caused by such a fire could also be substantial, and;

WHEREAS, drought conditions may exist from time to time in future years, and;

WHEREAS, Ordinance #02-09 B should be amended to allow the provisions of this ordinance to be implemented by Resolution from time to time, and;

WHEREAS, Ordinance #12-11 should be amended to allow the provisions of this ordinance to be implemented by Resolution.

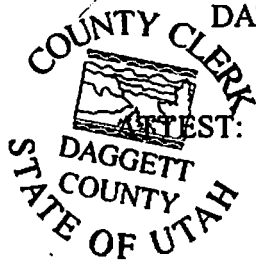
BE IT THEREFORE RESOLVED by the Daggett County Board of County Commissioners that:

Section 1. Daggett County shall hereby adopt state fire restrictions implemented by the Department of Natural Resources, as they may be amended from time to time, unless or until it is determined that the County has needs which differ from the restrictions set by the State.

Section 2. Effective Date This Resolution shall be effective on September 5, 2012.

Voting	Yea	Nay
Commissioner Steglich	<u>X</u>	—
Commissioner Leith	<u>X</u>	—
Commissioner Blanchard	<u>X</u>	—

DATED this 5th day of September, 2012



Vicky McKee
Vicky McKee
Daggett County Clerk/Treasurer

DAGGETT COUNTY
BOARD OF COMMISSIONERS:

Jerry Steglich
Jerry Steglich, Chairman

Stewart Leith
Stewart Leith, Member

Warren Blanchard
Warren Blanchard, Member



TOWN OF MANILA, UTAH
145 E HWY 43/PO BOX 189
Office: 435-784-3143
Fax: 435-784-3356



🔥 FIREWORKS RESTRICTION NOTICE – TOWN OF MANILA 🔥

Effective **MAY 28, 2026**, the **Town of Manila** Town Council passed Ordinance 05-28-26c banning **ALL** aerial fireworks.

Due to record dry vegetation, high winds, and extreme fire danger, **the following are strictly prohibited:**

- 🚫 **No open fires** Only code-compliant residential fire pits are allowed.
- 🚫 **No fireworks** with the exception of sparklers, bloom fireworks, spinners, etc.
- 🚫 **No smoking**, except within an enclosed vehicle, trailer, or building, or in areas free of dry vegetation.
- 🚫 **No cutting, welding, or grinding** in areas of dry vegetation.
- 🚫 **No use of motorized equipment** like chainsaws or ATVs without an approved spark arrestor.
- 🚫 **No fireworks purchased outside the State of Utah** are allowed in the Town of Manila.

Violating these restrictions is a **violation of Town Ordinance** and may result in **fines up to \$1,000** or **6 months in jail**.

We urge everyone to be cautious and responsible during this high-fire-danger season. These measures are in place to protect our community, land, and lives.

✅ **Thank you for doing your part to keep Manila safe.**


Kathi Knight, Mayor
Town of Manila



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Green River District
170 S 500 E Vernal, UT 84078
<https://www.blm.gov>



June 24, 2026

FIRE PREVENTION ORDER: UT-GRD-2026-01
Stage 2 Fire Restrictions

Purpose: Due to a sustained increase in critical fire weather patterns and the cumulative drying of forest and rangeland fuels, fire hazards within the Green River District have reached a heightened level. To mitigate these risks and provide for the protection of human life, public lands, and resources, the District is escalating fire prevention measures to Stage 2 Fire Restrictions.

Effective Date: This order is effective beginning June 26, 2026 at 12:01 a.m. and shall remain in effect until rescinded by the Green River District Manager.

Authority and Scope: Pursuant to Department of Interior [Title 43 Code of Federal Regulations § 9212.1 \(h\)](#), the following acts are prohibited on all Bureau of Land Management administered areas, lands, roads, waterways, and trails, within the State of Utah under the jurisdiction of the Green River District in Carbon, Daggett, Duchesne, Emery, Grand, and Uintah counties.

Prohibited Acts:

1. All open fires of any kind.
2. Smoking except within a vehicle or enclosed area.
3. Grinding, cutting, and welding of metal.
4. Operating or using any internal combustion engine without a spark arresting device properly installed and in effective working order per [Title 43 CFR § 8343.1](#).

Integration of Prior Orders: This order incorporates and supplements the prohibited acts set forth in [Fire Prevention Order Number UT-914-25-001](#).

1. The use/discharge of explosives of any kind, incendiary or chemical devices, pyrotechnic devices, exploding targets, pressurized containers or canisters, and binary explosives.
2. The use/discharge of any kind of fireworks as defined by this order.

Definitions:

1. Fireworks include, but are not limited to, any device which produces noise, smoke, showers of sparks, or movement by combustion or explosive materials. These explosives

are defined by the U.S. Department of Transportation in 49 CFR 173. This definition includes all classes of fireworks.

2. Binary explosives include, but are not limited to, pre-packaged products consisting of two separate components, usually an oxidizer like ammonium nitrate and a fuel such as aluminum or another metal. These binary explosives are defined by the Bureau of Alcohol, Tobacco, Firearms, and Explosives in 27 CFR 555.

Permissible Acts:

1. Use of devices fueled by pressurized liquid or gas with a shut-off valve are approved in all locations if there is at least three feet in diameter that is barren with no flammable vegetation.

Exemptions:

1. All exemptions to this prevention order are obtained through local permits issued by the authorized officer for activities that will not conflict with the purpose of the order ([Title 43 CFR § 9212.3](#)).
2. Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.

Penalties: Anyone in violation of this Fire Prevention Order may be subject to civil liability or criminal prosecution under any applicable law or BLM regulation. A violation of this Order may be classified as a Class A Misdemeanor Offense under 43 USC 1733(a) FLPMA, 18 USC 3559, and 18 USC 3571 Sentence of Fine - Sentencing Reform Act, Oct. 12, 1984. Pursuant to 18 USC 3571, if the violation does not result in death, anyone who violates this order may be fined not more than \$100,000 and/or imprisoned for not more than 12 months. Restitution for total fire suppression and damage costs incurred will be borne by the responsible party.

Contact: If you have any questions or concerns regarding this Fire Prevention Order, please contact BLM Utah Public Affairs at blm_ut_external_affairs@blm.gov or 801 320 8255.

Signed by:

Elijah Waters
Green River District Manager
Bureau of Land Management
Department of the Interior



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

JOEL FERRY
Commissioner

Division of Forestry, Fire and State Lands

JAMIE BARNES
State Forester/Director

ORDER # NECLO2628

Fire Restriction Order (Stage 1)

Due to current and forecasted weather conditions coupled with the extremely dry vegetation conditions in Northeastern Utah, the State Forester, in consultation with the county commission of the affected county, has determined that measures must be taken to prevent the ignition of forest and rangeland fires. Therefore, pursuant to Utah State Law, Section 65A-8-212, the following acts are prohibited in the areas described below until rescinded by the Utah State Forester:

1. No open fires are allowed except in the following cases:
 - a. In approved fire rings or grills at developed campgrounds or day-use area on public lands that have pressurized running water system; OR
 - b. In permanently constructed fire pits at private residences that have pressurized water system.
2. Smoking, except within an enclosed vehicle, trailer or building, a developed recreation site or while stopped in an area that is paved or free from dry vegetation.
3. Discharging or using any fireworks, tracer ammunition or other pyrotechnic devices including exploding targets.
4. Cutting, welding or grinding metal in areas of dry vegetation.
5. Operating a motorcycle, chainsaw, ATV, or other small internal combustion engine without an approved and working spark arrestor.

The following persons are exempted from the above prohibitions:

1. Persons with a permit or waiver issued by the Division, specifically authorizing a specified act at a specific location. A waiver does not relieve the permittee of liability if a fire does occur.
2. Any on-duty firefighter in the performance of an official duty.

Area Description: The unincorporated state and private areas of Uintah County. This order does not affect private lands within incorporated towns or city limits.

Any of the above acts is a violation of state law and is punishable by up to 6 months in jail and a fine of up to \$1,000. These restrictions will be enforced by county law enforcement.

Effective Date: 12:01 a.m., 24th day of June, 2026

Brett Ostler

Brett Ostler (Jun 24, 2026 08:41:44 MDT)

Brett Ostler, State Fire Management Officer

Jamie Barnes

Jamie Barnes (Jun 24, 2026 11:17:52 MDT)

Jamie Barnes, State Forester



**Forestry, Fire
& State Lands**

Auth ID: _____
Contact ID: _____
Expiration Date: _____

FS-2700-3c (V. 07/2012)
OMB No. 0596-0082

USDA, Forest Service SPECIAL-USE APPLICATION & PERMIT FOR RECREATION EVENTS (Ref.: 36 CFR 251) Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)	FOREST SERVICE USE TYPE 149		
	DATE RECEIVED DATE	ISSUE DATE	EXPIRATION
	_____	_____	_____
	REG. / FOR. / DIST.	AUTH. ID.	STATE / COUNTY
_____	_____	_____	

PART I - APPLICATION

1. APPLICANT INFORMATION:

Name of Group: Daggett County
Name of Contact: Jordynn Hewitt
Address: Po Box 219; Manila UT 84046
Phone: 435-778-0014

Applicant's Agent: Matt Tippets
Agent's Address: PO Box 219; Manila UT 84046

Agent's Phone: 435-784-3154
Fax Number: 435-784-3335
E-mail Address: tourism@daggettcountry.org

Corporate Tax ID or SSN: 87-6011984

IF AN OPERATING PLAN IS REQUIRED, SIGN APPLICATION AND STOP HERE. OTHERWISE, COMPLETE ITEMS 2 THROUGH 7.

2. DESCRIPTION OF PROPOSED ACTIVITY: Tower Rock Run Road Race & Fun Run

3. LoCATION & DESCRIPTION OF NATIONAL FOREST SYSTEM LANDS & FACILITIES APPLICANT WOULD LIKE TO USE (INCLUDE MAP): Sheep Creek Geological Loop Road from above Palisades Picnic Area to Navajo Cliffs Picnic Area

4. ESTIMATED NUMBER OF PARTICIPANTS & SPECTATORS FOR PROPOSED ACTIVITY:

Participants: 100

Spectators: 100

5. STARTING & ENDING DATE & TIME OF PROPOSED ACTIVITY:

Start: 08/08/2026 06:00 AM
Date Time

End: 08/08/2026 12:00 PM
Date Time

6. ESTIMATED REVENUE COLLECTED FOR EVENT:

Amount: \$0

Type of Fees: Entry Fees w/sponsorship-prizes - all \$ is given back in awards

(Include event charges, vendor fees, discounts, sponsorship related fees, gratuities)

7. NAME OF PERSON(S) WHO WILL SIGN A SPECIAL-USE AUTHORIZATION ON BEHALF OF THE EVENT:

I hereby acknowledge that is an application only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer.

Printed Name: _____

Signature: _____

Date: _____

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not be more than \$10,000 or imprisoned not more than five years, or both.

EXHIBIT A OPERATING PLAN

This optional format is designed to identify all aspects of a recreation event held on National Forest System lands and will help in developing an Operating Plan for an event. Depending on the size of your event, some items may not apply. Attach additional pages, if necessary to complete the information.

This operating plan is hereby incorporated as part of the authorization in accordance with clauses 5 and 16 of the Special-Use Application and Permit for Recreation Events (FS-2700-3c), if the proposal is accepted and the application is approved.

1. On site agent: Jordynn Hewitt
Day phone: 435-778-0014
Evening phone:
Fax or e-mail: tourism@daggettcountry.org
2. Dates: August 8, 2026
3. Description of event: 10K, 5 K, and One Mile Fun Run/Walk on the Sheep Creek Geological Loop. The 10K will start above the pullout above the Palisades picnic area, while the 5k will start near the Tower Rock and the One Mile Fun Run will start a mile from the finish line. All races will end at the Navajo Cliffs Picnic Area. Awards will be given out in the picnic area of the Navajo Cliffs Area.
4. Location (**attach map**): Sheep Creek Geological Loop.- The 10K will start above the pullout above the Palisades picnic area, while the 5k will start near the Tower Rock and the One Mile Fun Run will start a mile from the finish line. All races will end at the Navajo Cliffs Picnic Area. Awards will be given out in the picnic area of the Navajo Cliffs Area.
5. Number of acres needed: Roadway and Navajo cliffs picnic area. Unsure of exact acreage.
6. Planned number of participants: 100
Maximum number: 150
7. Number of spectators anticipated: 100
Maximum number: 150
8. Duration of event (include pre/post event set-up days): ½ day
9. Overnight areas needed: Yes___ No_X___ If yes, describe:
10. After hour activities for multiple-day events (music, food, etc.): None
11. Notification of adjacent permit holders or landowners: Yes_X___ No___
List of contacts:
Erling Dale Kroupa; 1420 Citadel; Green River WY 82935
Brian Forbes; #1 Par Circle; Rock Springs WY 82901
Steve and Emily Forbes; PO Box 616, Manila UT 84046
Evergreen Holdings; PO Box 2000, Layton UT 84041
12. List other permits required and coordination or cooperating agreements (attach copies): None

FACILITIES

13. Facilities provided (i.e. tents, canopies, stage, booths, benches, chairs, showers): We will use the picnic benches and tables at the Navajo Cliffs for the Award Ceremony. We will have a canopy for shade for registration.
14. Provisions for drinking water (quantity, locations, bottled vs. truck): We will have water and gatorade type drinks at the finish line as well as at several aid stations throughout the race course (miles 4 & 5).
15. Signing (i.e. route marking, parking, trails, event schedules): We will have signage along highway 44 marking the turn off to the Geological Loop and then have signs indicating the starting points for the 10k, 5k and one mile run. There will also be signage indicating the various milestones for the racers.
16. Sanitation Plan (i.e. number of toilets, garbage cans, recycle bins): The race will provide at least one toilet at the starting point of the 10k race, one near the 5k starting point. There are also fixed toilets near the finish line. We will provide trash bags at all locations along the race and drive the course after the runners finish to pick up any trash along the course.
17. Accommodations for disabled visitors (i.e. parking, access): Several disabled parking spaces will be reserved near the registration tables and close to the finish line. Participants can ride the bus or take their own vehicle to the starting line and if needed disabled participants can be ferried to the picnic area by vehicle.
18. Describe power supply requirements: None
19. Describe public address system requirements: We will use a bull horn for the start of the races.

VENDORS

20. Will food or beverages be provided? Yes ☒ No ☐ If no, go to 27.
21. Included in price? Yes ☒ No ☐
22. Agreements with vendors or caterers: Yes ☐ No ☒
23. Number of vendor or caterers: N/A - volunteers
24. Location of food or beverage (identify on map): Navajo Cliffs picnic area, aid stations along the course
25. Alcohol for sale? Yes ☐ No ☒ Vendor obtained state and local permits? Yes ☐ No ☐
26. Insurance coverage for alcohol: Yes ☐ No ☐
Attach a copy of the liability portion & all endorsements and exclusions
27. Other products for sale (i.e. t-shirts, hats, ice, souvenirs): t-shirts and race bags included in price, any extras will be available for sale.
28. Other equipment for rental (i.e. snowmobiles, skis, boards, jet-skis, rafts, kayaks): None
29. List additional third party agreements: Daggett School District to provide buses for transportation.

PARKING AND VEHICLES

When planning for parking, be aware that one lane must always be open for emergency vehicles.

- 30. Amount of parking needed (i.e. number of spaces, acres, include disabled parking): Approx 60 spaces
- 31. Locations (identify on map): Navajo Cliffs Picnic Area and Sheep Creek Pull-out along HWY 44
- 32. Parking attendants and locations used (i.e. parking direction, lot full posting, information): Search and Rescue members will provide parking for the event. We would like to have the road closed during the race if possible by Forest Service Personnel or by County officers if they have permission to do so.
- 33. Parking lot security (i.e. overnight parking, remote lots): No overnight parking needed. Search and Rescue and Daggett County Sheriff's officers will keep an eye on vehicles in the parking areas.
- 34. Traffic controls (i.e. one way, signing): Only needed if given permission to close the road.
- 35. Shuttle service (type, when and where used): School buses to transport runners from finish line to starting line.
- 36. Will any road closures be needed? (where and how long): Geological Loop from top of loop to Navajo Cliffs between 8AM and 10AM to keep the runners safe and free from inhaling dust and fumes.

SAFETY/COMMUNICATIONS/MEDICAL

- 37. Attach Medical Plan and include the following:

Access for emergency vehicles (i.e. ambulance, helicopter landing zones) - Sheriff's department will follow racers from start to finish and pick up injured or those who can't continue.

Number and location of first aid stations- at the finish line at Navajo Cliffs Picnic Area

Names and qualifications of any medical staffing- Daggett County EMTs

List of emergency phone numbers and local hospitals/clinics
Sweetwater Memorial Hospital (307) 362-3711
Ashley Regional Medical Center (435) 789-3342

- 38. Describe communications type and number of equipment used: In vehicle radios of the Sheriff's Department will allow communication from most areas of the race course.
- 39. Specify safety closures for high risk areas and protection of spectators (i.e. barriers, closures, restricted areas): No specific closures are anticipated at this time, but a drive will be done the morning of the race to clear off the areas of loose rock. Racers will be warned to watch for uneven surfaces and debris on the course.

ADVERTISING

All advertisements must include acknowledgment that the event is located on the National Forest.

- 40. Description of event advertising (i.e. flyers, radio, TV, magazines, internet): Flyers, internet, Utah Running Magazine, online race registration page and websites (www.flaminggorgecountry.com and www.towerrockrun.com)
- 41. Target audiences (i.e. local regional, national, limited membership): Mostly regional, but we have had some national exposure and attendance through the internet.
- 42. Planned filming (i.e. land, air, water): still photography and possibly some short videos that will be used for promotion of future races, possibly some drone footage.
- 43. What is the reason for filming (i.e. advertising, promotion): promotional advertising
- 44. Type of advertising proposed for the event (i.e. banners, signs, posters, commercial vehicles): Posters and banners

CLEANUP

- 45. Time frame to remove all facilities and garbage after the event (including removal of signs, advertising flagging, route markers): Everything will be cleaned up by 12 noon.
- 46. Garbage collection site location (landfill or transfer station): All garbage will be taken to the courthouse dumpster after the event.
- 47. Mitigation plan to rehabilitate resource damage (i.e. closures, revegetation): n/a
- 48. Time frame to complete mitigation: n/a

FEES

Land use rental fees are 5% of adjusted gross receipts for one time events and 3% of adjusted gross receipts for multiple events under one permit. Adjusted gross receipts is the gross revenue less the cost to the holder of the permit of prizes awarded. Only those prizes which are paid for by the holder or come from the entry fee costs can be deducted. Donated prizes can not be deducted.

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 1015 MULTICOUNTY ASSESSING & COLLECTING LEVY	Form PT-693 Rev. 2/15
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DAGGETT COUNTY

Tax Year: 2026

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
950 Multicounty Assessing & Collecting §59-2-906.1(1)	0.000014	0.000014	0.0002	7,177
Total Tax Rate	0.000014	0.000014	Total Revenue	\$7,177

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 1010 DAGGETT	Form PT-693 Rev. 2/15
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DAGGETT COUNTY

Tax Year: 2026

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §59-2-908	0.002227	0.002227	.003200	1,141,650
20 Interest and Sinking Fund/Bond §11-1-4	0.000278	0.000278	Sufficient	142,468
Total Tax Rate	0.002505	0.002505	Total Revenue	\$1,284,118

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

Rev. 2/15

Tax Year: 2026

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
955 County Assessing & Collecting	0.000475	0.000475		243,504
Total Tax Rate	0.000475	0.000475	Total Revenue	\$243,504

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

UTAH RETIREMENT SYSTEMS RATE CHANGES

Consideration of Retirement Contribution Savings and Employee Benefits

Public Safety Employee Contribution Increase

The Public Safety employee retirement contribution rate has increased from **4.73% to 5.98%**, an increase of **1.25%**

Daggett County currently pays ("picks up") the entire employee contribution for Public Safety employees.

Public Safety Pick-Up	Annual Cost
Current Pick-Up (4.73%)	\$5,398.85
Full Pick-Up (5.98%)	\$6,825.61

Additional annual cost to continue covering the full employee contribution: \$1,426.76

What Can the County Do?

Utah law allows the County to pay all or part of the Public Safety employee contribution.

The Commission may choose to:

- ✓ Continue picking up 4.73% and have employees pay the additional 1.25%
- ✓ Pick up a portion of the increase
- ✓ Pick up the full 5.98% employee contribution

Employer Retirement Rates Have Decreased

While employee Public Safety contributions increased, employer retirement rates decreased for both employee groups.

Employee Group	Previous Rate	New Rate	Reduction
Regular Employees	15.97%	14.97%	1.00%
Public Safety Employees	33.04%	32.54%	0.50%

Proposal for Consideration

Regular Employees

The County is **not permitted** to pick up employee retirement contributions for regular employees (currently 1.3%).

Consider using the 1.00% reduction in employer retirement costs to provide a County contribution to regular employee 401(k) accounts.

Public Safety Employees

Consider using the 0.50% reduction in employer retirement costs to offset a portion of the increased public safety employee retirement contribution by increasing the County's pick-up amount.

Goal

Use the retirement savings generated by reduced employer contribution rates to provide meaningful benefits to employees while recognizing the legal differences between Regular and Public Safety retirement plans.

Commission Decision

Should the County:

- ☐ Increase the pick-up amount to cover part of the increase
- ☐ Pick up the full 5.98% employee contribution
- ☐ Redirect employer-rate savings to employee benefits as outlined above

Utah Retirement Systems
Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2025 - June 30, 2026

	Tier 1 DB System			Tier 1 Post Retired		Tier 2 - DB Hybrid System					Tier 2 - DC Plan				
	Contribution Reporting Fields			Post Retired Employment after 6/30/2010 - NO 401(k)	Post Retired Employment before 7/1/2010 Optional 401(k) Cap	Contribution Reporting Fields				Contribution Reporting Fields					
	Tier 1 2025-2026 RATES					Tier 2 2025-2026 RATES				Tier 2 2025-2026 RATES					
	Employee	Employer	TOTAL	Amortization of UAAL**		Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees															
Contributory Retirement System															
11- Local Government	6.00	11.96	17.96	5.87	12.09	111	0.81	15.95	0.00	16.76	211	0.00	5.95	10.00	15.95
12- State and School ¹	6.00	16.70	22.70	11.25	11.45										
17- Higher Education	6.00	17.70	23.70	12.25	11.45										
Public Employees															
Noncontributory Retirement System															
15- Local Government	-	15.97	15.97	4.11	11.86	111	0.81	14.19	0.00	15.00	211	0.00	4.19	10.00	14.19
16- State and School ¹	-	21.19	21.19 *	8.94	12.25	112	0.81	19.02	0.00	19.83	212	0.00	9.02	10.00	19.02
18- Higher Education	-	22.19	22.19 *	9.94	12.25	117	0.81	20.02	0.00	20.83	217	0.00	10.02	10.00	20.02
Public Safety															
Contributory Retirement System															
Division A (with Social Security)															
23- Other Division A With 2.5% COLA	12.29	22.29	34.58	11.27	23.31	122	4.73	25.35	0.00	30.08	222	0.00	11.35	14.00	25.35
Public Safety															
Noncontributory Retirement System															
Division A (with Social Security)															
42- State With 4% COLA	-	40.35	40.35	17.46	22.89	122	4.73	31.54	0.00	36.27	222	0.00	17.54	14.00	31.54
43- Other Division A With 2.5% COLA	-	33.04	33.04	10.75	22.29	122	4.73	24.83	0.00	29.56	222	0.00	10.83	14.00	24.83
75- Other Division A With 4% COLA	-	34.71	34.71	11.91	22.80	122	4.73	25.99	0.00	30.72	222	0.00	11.99	14.00	25.99
48- Bountiful With 2.5% COLA	-	50.38	50.38	26.89	23.49	122	4.73	40.97	0.00	45.70	222	0.00	26.97	14.00	40.97
Division B (without Social Security)															
44- Salt Lake City With 2.5% COLA	-	46.71	46.71	24.20	22.51	122	4.73	38.28	0.00	43.01	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72	26.30	22.42	122	4.73	40.38	0.00	45.11	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23	19.61	22.62	122	4.73	33.69	0.00	38.42	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	40.97	40.97	18.37	22.60	122	4.73	32.45	0.00	37.18	222	0.00	18.45	14.00	32.45
49- Other Division B With 2.5% COLA	-	32.57	32.57	9.95	22.62	122	4.73	24.03	0.00	28.76	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	35.97	35.97	12.94	23.03	122	4.73	27.02	0.00	31.75	222	0.00	13.02	14.00	27.02
Firefighters' Retirement System															
Division A (with Social Security)															
31- Division A	15.05	1.61	16.66	-	16.66	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Division B (without Social Security)															
32- Division B	16.71	2.34	19.05	-	19.05	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Judges' Retirement System															
37- Judges' Noncontributory	-	46.05	46.05												

* Does not include the required 1.5% 401(k) contribution.

** Unfunded Actuarial Accrued Liability

1 Public School Districts and Charter School rates are effective September 1, 2025 - August 31, 2026

Utah Retirement Systems
Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2026 - June 30, 2027

	Tier 1 DB System			Tier 1 Post Retired		Tier 2 - DB Hybrid System					Tier 2 - DC Plan				
	Contribution Reporting Fields			Post Retired Employment after 6/30/2010 - NO Amortization of UAAL**	Post Retired Employment before 7/1/2010 Optional 401(k) Cap	Contribution Reporting Fields					Contribution Reporting Fields				
	Tier 1 2026-2027 RATES					Tier 2 2026-2027 RATES					Tier 2 2026-2027 RATES				
	Employee	Employer	TOTAL			Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees															
Contributory Retirement System															
11- Local Government	6.00	10.96	16.96	4.87	12.09	111	1.30	14.95	0.00	16.25	211	0.00	4.95	10.00	14.95
12- State and School	6.00	16.70	22.70	11.25	11.45										
17- Higher Education	6.00	17.70	23.70	12.25	11.45										
Public Employees															
Noncontributory Retirement System															
15- Local Government	-	14.97	14.97	3.11	11.86	111	1.30	13.19	0.00	14.49	211	0.00	3.19	10.00	13.19
16- State and School	-	21.19	21.19	8.94	12.25	112	1.30	19.02	0.00	20.32	212	0.00	9.02	10.00	19.02
18- Higher Education	-	22.19	22.19	9.94	12.25	117	1.30	20.02	0.00	21.32	217	0.00	10.02	10.00	20.02
Public Safety															
Contributory Retirement System															
Division A (with Social Security)															
23- Other Division A With 2.5% COLA	12.29	21.79	34.08	10.77	23.31	122	5.98	24.85	0.00	30.83	222	0.00	10.85	14.00	24.85
Public Safety															
Noncontributory Retirement System															
Division A (with Social Security)															
42- State With 4% COLA	-	39.85	39.85	16.96	22.89	122	5.98	31.04	0.00	37.02	222	0.00	17.04	14.00	31.04
43- Other Division A With 2.5% COLA	-	32.54	32.54	10.25	22.29	122	5.98	24.33	0.00	30.31	222	0.00	10.33	14.00	24.33
75- Other Division A With 4% COLA	-	34.21	34.21	11.41	22.80	122	5.98	25.49	0.00	31.47	222	0.00	11.49	14.00	25.49
48- Bountiful With 2.5% COLA	-	50.38	50.38	26.89	23.49	122	5.98	40.97	0.00	46.95	222	0.00	26.97	14.00	40.97
Division B (without Social Security)															
44- Salt Lake City With 2.5% COLA	-	46.71	46.71	24.20	22.51	122	5.98	38.28	0.00	44.26	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72	26.30	22.42	122	5.98	40.38	0.00	46.36	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23	19.61	22.62	122	5.98	33.69	0.00	39.67	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	40.47	40.47	17.87	22.60	122	5.98	31.95	0.00	37.93	222	0.00	17.95	14.00	31.95
49- Other Division B With 2.5% COLA	-	32.57	32.57	9.95	22.62	122	5.98	24.03	0.00	30.01	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	33.97	33.97	10.94	23.03	122	5.98	25.02	0.00	31.00	222	0.00	11.02	14.00	25.02
Firefighters' Retirement System															
Division A (with Social Security)															
31- Division A	15.05	1.61	16.66	-	16.66	132	5.98	14.08	0.00	20.06	232	0.00	0.08	14.00	14.08
Division B (without Social Security)															
32- Division B	16.71	0.34	17.05	-	17.05	132	5.98	14.08	0.00	20.06	232	0.00	0.08	14.00	14.08
Judges' Retirement System															
37- Judges' Noncontributory	-	46.00	46.00												

* Does not include the required 1.5% 401(k) contribution.

** Unfunded Actuarial Accrued Liability



Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org

Employer Election To Pick-up Member Contributions

- Instructions:**
1. This form is designed to notify Utah Retirement Systems (URS) of an Employer's formal election to pick-up retirement contributions.
 2. This form and accompanying documentation must be returned to URS for processing.
 3. A separate Election must be indicated and submitted for each URS system for which the Employer is electing to pick-up Employee contributions, whether on a single form or multiple submitted forms.
 4. For information regarding employer pick-up contributions, please refer to Internal Revenue Code Section 414, and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
 5. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION

Employer Name	Employer Number	Date
---------------	-----------------	------

Desired Effective Date: _____ (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)

SECTION B » PICKUP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Please check the box and fill in the portion of employee contributions picked-up for each affected system below).

Attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

- ☐ Tier 1 Firefighters' Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions. *This election only available to employers initially entering participation with URS in the Firefighters' Retirement System.*
- ☐ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**.
- ☐ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**.

SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge and certify the following:

- I represent and have the authority to sign and submit this form on behalf of the participating employer;
- The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up of employee contributions on behalf of its employees;
- The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- From and after the date of the pick-up election, an Employer may not: 1) have a cash or deferred election right with respect to the designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction – in other words, the Employer must not reduce Employee salary to offset the amount designated as Employee contributions;
- Future modifications to this Employer election may be disallowed or limited;
- The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form; and
- The information provided on this form and attached documentation is correct and can be relied upon by URS.
- I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official)	Signature of Binding Official	Title
--	-------------------------------	-------



State of Utah
Department of Workforce Services
**WORKSITE LEARNING OJT AND EIO
EMPLOYER AGREEMENT**

This agreement sets guidelines for employers participating in Department of Workforce Services (DWS) Worksite Learning opportunities.

Please select the Worksite Learning Opportunities from the list below.

- ☐ Youth Employment Internship Opportunity
☐ Employment Internship Opportunity (For Special Projects)
☐ On-the-Job Training

EMPLOYER (Receiving Payment)

- ☐ Private ☐ Public/Non-Profit

Name: **DAGGETT COUNTY**

Address: **95 N 1ST W**

MANILA, UT 84046-

FEIN: **876011984**

Contact Person: _____

Phone #: _____

Email: _____

WORKSITE EMPLOYER (If different than Employer Receiving Payment)

Name: _____

Address: _____

FEIN: _____

Contact Person: _____

Phone #: _____

Email: _____

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

A proud partner of the **americanjobcenter** network

DEPARTMENT OF WORKFORCE SERVICES (DWS) ASSURANCES AND AGREEMENT TERMS:

1. DWS will develop Worksite Learning Trainee Agreements and provide monitoring and intervention services as needed.
2. DWS will provide the Worksite Learning Training Agreement and DWS Form 353PAID, if needed.
3. DWS will provide training compensation as agreed in the Worksite Learning Trainee Agreement.
4. DWS may designate representative(s) to act as its authorized agent for purposes of agreement administration. The designated staff is authorized to review and approve Worksite Learning Agreements.
5. DWS can terminate this Agreement for any reason and without notice.

EMPLOYER(S) ASSURANCES AND AGREEMENT TERMS:

1. The Employer(s) understands the purpose and philosophy of the selected Worksite Learning opportunity and is willing to participate.
2. The Employer(s) operates from a physical location in the State of Utah where a placed customer will be working.
3. The employer(s) has been in business for more than one year.
4. The employer has one or more employees. If there are no other employees at the time of a worksite learning placement, a customer safety plan must be developed and approved by DWS.
5. The employer is listed as in "Good Standing" with the Unemployment Insurance Division at the time this form is signed and a customer is placed at the worksite. In situations where the Employer (Receiving Payment) is different from the Worksite Employer where the customer will be working at, both employers must meet this requirement. The Employer's business reputation and stability in the community is in good standing.
6. The Employer(s) has adequate equipment, materials, and staff to train in the agreed occupation.
7. The Employer(s) does not have a collective bargaining agreement in effect, which would be impaired by or inconsistent with this agreement. If such an agreement is in effect, written concurrence for this training Agreement must be obtained from the union involved before the start of the Agreement.
8. The Employer(s) is not currently on the federal government debarment and suspension listing.
9. The Employer(s) will provide a drug-free workplace.
10. The Employer(s) will provide full Workers Compensation coverage for the trainee.
11. The Employer(s) will comply with all applicable federal, state and local laws, rules, and regulations, including but not limited to paying at least the federal minimum wage for the duration of the training period. All Child Labor Laws must be followed.
12. If the Employer had a layoff due to relocation or expansion into a new area, any worksite learning placements must be more than 120 days after the Employer opened their new location for business.
13. When trainee disciplinary action, suspension or termination is necessary, the site supervisor shall give the DWS Representative notice no later than 2 business days after the action.
14. Any income or profit gained by the Employer(s) as a result of this Agreement will remain entirely the property of the Employer(s) and will not be considered program income.
15. Persons with immediate family members employed in an administrative capacity with the Employer(s) may be referred for Worksite Learning if the currently employed family member:
 - a. will not supervise the trainee,
 - b. will not sign time sheets or paychecks for the trainee,
 - c. does not own the company or an interest in it, and
 - d. does not, in any way, benefit from the trainee's training.
16. Worksite placements can only be negotiated for new employees or current employees who are moving to a new position with a demonstrable difference between the job and skill requirements of the current or prior job.
17. The Employer(s) agrees to maintain the confidentiality of any information regarding trainees or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. With the permission of the trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the agreement and to persons having responsibilities under the agreement, including those furnishing services to the project.

18. In the performance of this Agreement and any related Trainee Agreements, the Employer(s) agrees to provide all trainees with safety and health protection which shall be at least as effective as that required under the Occupational Safety and Health Act of 1970 (29 USC 651 et seq.). All records pertaining to injuries and illness of the trainee shall be maintained in accordance with the provision of CFR Title 29, Part 1904. Failure of the Employer(s) to comply with the provisions of this clause shall be grounds for the termination of this agreement or the invocation of the Debarred, Suspended, and Ineligible Bidders' procedure of the Federal Department of Labor and State of Utah Procurement regulations.
19. In the performance of this Agreement and any related Trainee Agreements, the Employer(s) agrees to provide all trainees with accessibility in compliance with the Americans with Disability Act 1991.
20. The Employer(s) hereby assures that the trainee will not displace or partially displace any currently employed employee. The Employer(s) verifies that they have not terminated the employment of any regular unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the worksite learning trainee. The trainee's position cannot be in a promotional line that infringes in any way on the promotional opportunities of current employees. WIOA funds do not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed. The trainee is not replacing a worker currently on layoff or furlough status.
21. The Employer(s) hereby assures and certifies that to their best knowledge and ability, no non-allowable activities or expenses will occur under this Agreement. Should any disallowed costs occur, the Employer(s) agrees to pay any such disallowed costs:

NON-ALLOWABLE REIMBURSEMENT EXPENSES AND ACTIVITIES:

- a. Cost resulting from violations of, or failure to comply with, federal, state or local laws and regulations.
 - b. Entertainment costs.
 - c. Insurance policies offering protection against debts established by the state/federal government.
 - d. Legal expenses for the prosecution of claims against the State/Federal government.
 - e. The employment or training of trainees in political activities. For any program, "political activities" means any partisan political activity or furthering the election or defeat of any candidate for public office; providing services or assigning personnel supporting or resulting in the identification of programs conducted pursuant to this agreement with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation or the polls or similar assistance in connection with any such election, or (3) any voter registration activity.
 - f. Legal services furnished by the chief legal officer of state or local governments or staff solely for the purpose of discharging general responsibilities as a legal officer.
 - g. Performance of personal, non-work related duties for the Employer(s).
22. Considerations for Employers utilizing Payroll Companies:
- If the Employer(s) uses a company for payroll, the Worksite Learning Agreement is written with both the Payroll Company and the Worksite Employer who actually provides the day-to-day supervision and training to the customer. Payments can then be made to the Payroll Company who will work with the Worksite Employer to verify hours worked. Both the Payroll Company (Employer receiving payment) and the Worksite Employer are party to this contract.
23. Considerations for Staffing / Leasing Companies:
- Both the Employer (Staffing / Leasing Company) and their client (Worksite Employer) who actually provides the day-to-day supervision and training to the customer must sign the Worksite Learning Agreement.
24. To verify the hours worked by the customer and wages paid, the Employer(s) will provide payroll records (including pay statements or check stubs) indicating the pay period, holiday or overtime hours, number of hours worked and hourly rate of pay at least once a month. DWS does not guarantee payment if submitted more than 30 days after the last day of the month. In addition to providing payroll records, the Employer(s) will provide a completed Form 353 Worksite Learning OJT and EIO Attendance or other employer records in the following situations:
- a. Initial reimbursement: If the pay period of the first pay statement includes the hours worked prior to the OJT/EIO agreement start date (hours worked for the same employer but in a different capacity), Form 353 or other employer records will be used to determine the number of hours worked under the OJT/EIO agreement.
 - b. Final reimbursement: If the pay period of the final pay statement ends after OJT/EIO completion, Form 353 or other employer records will be used to determine the number of hours worked until the last day of OJT/EIO.
 - c. Pay statement requiring additional clarification: If the pay statement provided does not clearly indicate the hours worked and wages paid in the pay period, Form 353 or other employer records will be used to determine the number of hours worked and calculate the reimbursement amount.

25. Reimbursements to the Employer(s) for more hours than actually worked by the trainee must be refunded to DWS.
26. In order to meet fiscal year end requirements, for hours worked during the month of June, payroll records and Form 353PAID, if needed, must be submitted no later than the 15th of July.
27. Reimbursement shall be made only for the actual number of hours worked by the trainee for whom the Employer(s) paid wages. The Employer(s) will not be reimbursed for any overtime hours. The Employer(s) will be responsible to pay any overtime wages. No reimbursement shall be made for work performed prior to the start date of the agreement, for work performed beyond the end date of the agreement, for holiday or sick pay, nor for periods of work stoppage.
28. Time and attendance and payroll records for the trainee will be maintained for at least four years after completion of training, and access to these records for the DWS, state, or federal audits will be allowed on request. The Employer(s) agrees that the DWS and its duly authorized representatives, shall, until expiration of four years after final payment under the Agreement, have access and the right to examine any pertinent books, documents, papers and records of the Employer(s) involving transactions related to this Agreement.
29. In the event that a trainee terminates their employment with the Employer(s) during the prescribed training period, regardless of whether the termination was voluntary or involuntary, payment to the Employer(s) shall be made only for the actual number of hours worked by the trainee.
30. The Employer(s) will:
 - a. Not participate in, condone, conceal or be associated with dishonesty, fraud or misrepresentation.
 - b. Not participate in any behavior, conduct that is, or could be considered unlawful harassment.
 - i. Any unlawful behavior or conduct that:
 1. Is based on race, color, religion, sex, national origin, age, disability, or protected activities under the anti-discrimination statutes;
 2. Is unwelcome and severe, pervasive, demeaning, derisive or coercive;
 3. Results in the creation of a hostile, abusive or intimidating work environment; and
 4. Involves a trainee as the victim, or the alleged harasser
 - c. Not retaliate against any individual who has filed a complaint against them.
 - d. Not knowingly, falsify any record, report, or claim.
 - e. Maintain a professional employer and employee relationship.
31. The Employer(s) can terminate this agreement for any reason and without notice.

EQUAL OPPORTUNITY AND NONDISCRIMINATION:

32. Each agreement for financial compensation, under Title I of WIOA, as defined in §38.4, must include the following assurance:
 - I. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the employer assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - A. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - II. The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

III. If applicable, an explanation of the client's rights and protections under 29 CFR Part 38 will be provided to the trainee, and a copy of DWS's Equal Opportunity Notice will be provided to the client. A copy of the Notice will be maintained in the client file.

33. The CONTRACTOR shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act as noted above, as well as guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this contract. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000, and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

ADDITIONAL TERMS FOR INDIVIDUAL WORKSITE LEARNING OPPORTUNITIES:

1. Employment Internship Opportunity (EIO) Terms

- a. For Youth EIO, the Employer(s) will hire the EIO trainee as a temporary employee and pay all taxes and Workers Compensation. The trainee will be paid by the Employer's payroll. DWS will reimburse the Employer(s) for 100% of the gross wage. The wage reimbursement will be issued monthly upon receipt of the payroll record and Form 353PAID, if needed. Due to the cost of training the EIO trainee, additional compensation will be paid at the end of the EIO for supervision and training costs incurred based upon the following schedule. For each thirty day period that the trainee is employed, the Employer(s) will be paid a training/supervision payment in the amount of \$150.00, with a maximum amount of \$450.00.

<u>Trainee is Employed:</u>	<u>Employer is Paid:</u>
1 to 30 Calendar Days	\$150
31 to 60 Calendar Days	\$300
61+ Calendar Days	\$450
Maximum Payment: \$450.00	

- b. For Special Projects EIO, additional information will be provided by the DWS Representative.
- c. The trainee must be reported as a new hire to Unemployment Insurance. **Wages paid to the trainee while participating in the EIO are not subject to UI contributions and should not need to be reported on the 33H or 794.**
- d. The Employer(s) will not pay the trainee less than other employees with similar training, experience, and skills.

2. On-the-Job Training (OJT) Terms:

- a. The Employer(s) intends to provide permanent employment and to maintain hours and wages beyond the agreement period. For current Trade Act trainees, the Employer(s) will continue to employ the trainee for at least 26 weeks after completing the training, if the trainee desires to continue such employment and the Employer(s) does not have due cause to terminate such employment.
- b. Employers new to OJT's must successfully retain the initial OJT trainee(s) before additional OJT's can be contracted. When successful retention has not been satisfied, additional OJT's are allowable under the following condition:
1. Termination of the first customer occurred due to justifiable work behavior faults
- c. The Employer(s) will provide benefits and working conditions equivalent to those of regular employees, including provide workers compensation insurance and pay the full unemployment tax. The trainee will be compensated at the highest of the federal minimum wage or the prevailing wage rate of similarly situated employees, including periodic increases.
- d. OJT agreements (or placements) must be for full-time employment. The Employer can determine the definition of full-time employment, but it must not be less than 32 hours per week.
1. OJT agreements (or placements) can be negotiated for less than 32 hours per week but at a minimum of 10 hours per week if the trainee has a verified disability or is age 50 and older.
 2. OJT agreements (or placements) can be negotiated for less than 10 hours per week under special circumstances and with a State Program Specialist approval.
- e. The Employer(s) agrees that the receipt of these OJT funds will result in an increase in employment and training opportunities and will not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed.

By signing this agreement the employer(s) has read, understands and accepts the standard assurances and agreements for the Worksite Learning as well as the specific opportunities selected.

Employer (Receiving Payment) Representative Signature/Title

Date

Worksite Employer Representative Signature/Title

Date

DWS Representative Signature/Title

Date

This Employer Agreement is effective for one year from the signature date.