

# Smithfield Zoning Clearance

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**Purpose:** prior to The Cache County Building Department issuing a building permit in Smithfield. Building permit applicants must receive zoning clearance from the City of Smithfield. Zoning clearing includes the following:

## **Residential:**

- 1) Storm Water permit, including site plan with all building setbacks, public utilities, water meter placement, and sewer cleanouts. Cost of the permit is \$150.
- 2) Contractor deposit of \$2500, this is refundable after the completion of the project and clearance by the engineering department.
- 3) Payment of all impact fees to include: water, sewer and parks.
- 4) Payment of all connections fees to include: water and sewer.

## **Residential Addition/ Accessory:**

- 1) Storm water permit maybe required
- 2) Site plan to include setbacks

## **Commercial:**

- 1) Storm Water Permit, including site plan with all building setbacks, public utilities, water meter placement, fire line, and sewer cleanouts. Cost of a permit is \$150.
- 2) Site plan: to include all landscaping meeting city requirements, must also show the placement and number of parking stalls. (Plan review fee is \$100)
- 3) Contractor Improvement deposit of \$2500, this is refundable after the completion of the project and clearance by the engineering department.
- 4) Payment of all impact fees to include: water and sewer.
- 5) Payment of all connection fees to include: water and sewer.

## **Commercial Addition:**

- 1) Site plan: to include: building setbacks, public utilities, water meter placement, fire line, and sewer cleanouts.
- 2) Storm water permit maybe required.

## **Sign Permits:**

- 1) Sign dimensions
- 2) Site plan show sign location and set-backs (\$50.00)

Once the applicant has paid all associated fees, received a storm water permit, and the site plan has been approved, the city will issue a zoning clearance to the applicant. Zoning clearance **MUST** be attached to the building permit application and given to Cache County Building Department.

# Smithfield City

## Zoning Clearance Approval

Address of Permit \_\_\_\_\_ Phone \_\_\_\_\_

Name of applicant \_\_\_\_\_ Email \_\_\_\_\_

**Residential:**

Required	Cost	Date Paid	Approval
Storm Water Permit including site plan	\$150		
Contractor Deposit	\$2,500		
Impact fees:			
Water (Based on Zone & meter size)			
Sewer: (\$540 per ERU)			
Parks	\$1,000		
Connections Fees:			
Water (Based on meter size)			
Sewer	\$40		

TOTAL \_\_\_\_\_

ZONE: \_\_\_\_\_

Notes: \_\_\_\_\_

**Commercial:**

Required	Cost	Date Paid	Approval
Storm Water Permit including site plan	\$150		
Contractor Deposit	\$2,500		
Impact fees:			
Water (Based on Zone & meter size)			
Sewer: (\$540 per ERU)			
Site Plan: (Landscaping & Parking stalls)	\$100		
Connection Fees:			
Water			
Sewer	\$40		
Sign(s) – Site plan review	\$50		

TOTAL \_\_\_\_\_

**Once the applicant has paid all associated fees, been issued a storm water permit, and site plan has been approved, the city will issue a zoning clearance to the applicant.**

\_\_\_\_\_  
Engineering Signature

\_\_\_\_\_  
Date



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 96 South Main  
 P.O. Box 96  
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 Fax: (435) 563-6228  
 Website: [www.smithfieldcity.org](http://www.smithfieldcity.org)

# Construction Activity Permit Application

Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 Site Contact / Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

## Project Information

Parcel Number: \_\_\_\_\_ Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
 Site Address: \_\_\_\_\_

## Submittal Requirements:

- Commercial: Two (2) sets of plans, 18" x 24" minimum, plus narration
- Residential: Two (2) sets of plans, 8-1/2 x 11" minimum, plus narration

**Size of water meter to be installed by Smithfield City.**

## Please mark the following that pertain:

### Project Type

### Project Details

- Single Family/Duplex/Town home . . . . . # of Units \_\_\_\_\_ Approx. Acres \_\_\_\_\_
  - Multiple Family . . . . . # of Units \_\_\_\_\_ Approx. Acres \_\_\_\_\_
  - Remodel or Addition (Involving grading) . . . . . Approximate Acres \_\_\_\_\_
  - Commercial Development . . . . . Acres Disturbed \_\_\_\_\_
- Commercial       Residential

Other: \_\_\_\_\_ Approximate Acres: \_\_\_\_\_

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Approval Signature

\_\_\_\_\_  
 Date

## SECTION 1: SITE EVALUATION, ASSESSMENT, AND PLANNING

### 1.1 Project Information

Project Address:			
City:		State:	Zip Code:

### Construction Site Estimates

Total Project / Site Area (Acres):	
Project / Site area to be disturbed (Acres):	
Percentage impervious area before construction:	
Percentage impervious area after construction:	

### Emergency 24-Hour Contact:

Company Name:	
Contact Person:	
Telephone Number:	
Email Address:	

### 1.2 Nature and Sequence of Construction Activity

What is the function of the construction activity?

Residential  Commercial

Estimated Project Start Date:

Estimated Project Completion Date:

### 1.3 Potential Sources of Pollution

Check with an X the activities that apply to your project

#### Activities

Cleaning, grading, excavating, and un-stabilized areas	Material use during building process	
Paving operations	Solid waste disposal	
Concrete washout, stucco and cement waste	Hazardous Waste, contaminated spills	
Structure construction, painting, cleaning	Sanitary waste	
Demolition and debris disposal	Vehicle/equipment fueling, maintenance, use and storage	
Dewatering operations	Landscaping operations	
Material Delivery and storage	<i>Describe others</i>	

## SECTION 2: EROSION AND SEDIMENT CONTROL BMPs

### 2.1 Control Storm Water Flowing onto and through the Project.

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 2.2 Establish Stabilized Construction Entrance & Exits. (*Track out Pad*)

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 2.3 Additional BMPs.

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

## SECTION 3: GOOD HOUSEKEEPING BMPs

### 3.1 Designate Washout Areas (*Concrete washout, stucco, paint, insulation, etc.*)

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 3.2 Establish Proper Building Material Staging Areas.

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 3.3 Material Handling and Waste Management (*Trash disposal, sanitary waste, proper material handling*)

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

*Repeat as needed*

**3.4 Any Additional BMPs. Give example of possible scenario, give example of BMPs (Street sweeping, etc)**

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**SECTION 5: INSPECTIONS**

**5.1 Inspections**

1. Municipal Inspection Personnel: Ryan Gleason: Registered Storm Water Inspector, Clay Bodily: Storm Water Supervisor / City Engineer

2 On-Site Inspection Schedule:

- At least once every 7 calendar days; or
- At least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

**SECTION 6: CERTIFICATION AND NOTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

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

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

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

# CONTRACTOR DEPOSIT AGREEMENT

This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, *circle one* (individual) (corporation) (partnership) hereinafter referred to as CONTRACTOR, \_\_\_\_\_ *circle one* (individual) (corporation) (partnership) hereinafter referred to as the BUILDING OWNER, and Smithfield City, a body corporate and politic of the State of Utah, hereinafter referred to as CITY.

WHEREAS, the CITY is the compliance agency responsible for the enforcement provisions of the building codes as defined in Title 15 of the Smithfield Municipal Code; and

WHEREAS, before a building can be constructed, required permits must be obtained from the CITY for the type of work to be done; and

WHEREAS, a building can only be occupied upon the issuance of a certificate of occupancy by the building official of the CITY following an inspection of the building or structure in which no violations of the provisions of the adopted codes have been noted; and

WHEREAS, the building official is authorized to issue a Temporary Certificate of Occupancy before the entire work covered by the permit is completed provided that such portion or portions shall be occupied safely and a set time period for completion is set; and

WHEREAS, The CITY may have certain public improvements which the CITY desires to be maintained and protected such as curb, gutter, sidewalk, street pavement, and other utilities, etc. on or in close proximity to the site where a permit for building has been issued; and

WHEREAS, The city council of Smithfield City has passed and adopted Resolution No. 15-10 requiring the mandatory deposit of \$2,500 upon the issuance of a building permit for the construction of dwellings, or commercial or manufacturing buildings as security, in addition to any other security which may be required by the City, against damage to the public improvements, as well as, security to insure the completion of building improvements.

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, it is agreed as follows:

1. DEPOSIT OF \$2,500.00 As a condition to receiving a building permit to construct a residential dwelling, or commercial or manufacturing building located at \_\_\_\_\_, a deposit in the amount of \$2,500 is hereby deposited with the treasurer of the Smithfield City. The deposit shall be held by the CITY in an identified and dedicated fund as an additional means of security, in some cases, for the completion of all improvements required by the building codes adopted by the CITY and the State of Utah, and as security against any damage to the public improvements which may occur as a result of construction activities for which the permit was issued.

2. FORFEITURE OF DEPOSIT FOR REPAIR OF PUBLIC IMPROVEMENTS The CITY is hereby authorized to withdraw an amount necessary to repair any damage to the public improvements which have not been repaired or made whole by the CONTRACTOR or BUILDING OWNER to whom the building permit was issued. In the event that damages exceed the amount of the deposit, the undersigned hereby promises and covenants to compensate the CITY the difference.

3. **WITHHOLDING OF DEPOSIT** The CITY shall withhold all or a portion of the deposit as the CITY deems appropriate until all improvements as required by the building codes have been satisfactorily completed and a Permanent Certificate of Occupancy has been issued by the Building Official or his designated representative. Withholding of the deposit shall not relieve the CONTRACTOR or BUILDING OWNER from completing the requirements established by the building code prior to occupying the building.

4. **RELEASE OF DEPOSIT** Upon request by the CONTRACTOR or BUILDING OWNER, the CITY shall release and return any unused portion of the deposit to the (CONTRACTOR) (BUILDING OWNER), provided all required work has been completed and accepted by the city. Failure to request release of the deposit within twelve (12) months from the date of the Permanent Certificate of Occupancy will be deemed as an abandonment of the deposit and it shall become the property of Smithfield City.

5. **ASSIGNMENT** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express written consent of the other party.

6. **ENTIRE AGREEMENT** This writing constitutes the entire agreement between and among BUILDING OWNER, CONTRACTOR, and CITY. The parties acknowledge that there are no underlying agreements, oral or written, pertaining to the terms of this agreement.

**FAX AND ELECTRONIC TRANSMISSIONS AND COUNTERPARTS** Facsimile (fax) and electronic (e-mail) transmissions of a signed copy of this Contract (or Agreement), any addenda and exhibits and the retransmission of any signed fax or e-mail shall be the same as delivery of an original. This Contract (or Agreement), any addenda and exhibits may be executed in counterparts.

\_\_\_\_\_  
Building Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

**OWNER APPLICATION FOR UTILITY SERVICES  
IN THE MUNICIPALITY OF SMITHFIELD, UTAH**

The undersigned hereby applies for utility services from the municipality of Smithfield, Utah for premises located at: \_\_\_\_\_, and hereby agrees:

1. To pay charges for such utility services as are fixed from time to time by the governing body until such time as I shall direct such service to be discontinued.
2. To be bound by the rules, regulations, resolutions, and ordinances enacted or adopted by the governing body pertaining to the municipality's utility services.
3. The municipality shall have the right to discontinue the utility services at its election should the applicant fail to pay charges for said services including all delinquent and reconnection fees. The municipality shall also have the right to discontinue the utility services should the applicant or occupant of the premises fail to conform to the ordinances and regulations established by the governing body pertaining to the use of the utility system until all acts of nonconformance are resolved. Prior to discontinuing utility system services, the municipality shall provide notification to the applicant and occupant, should they be different. Notification shall be U.S. Mail addressed to most recent address on file at the offices of Smithfield City.
4. To deposit **\$110.00** with the municipality on the filing of this application for utility services, and it is further agreed and understood that the municipality may, but need not, apply the deposit upon bills due and payable for prior service.
5. The deposit shall not be considered as an advance payment for utility services. Charges and unpaid accounts shall be considered delinquent, notwithstanding the existence of the deposit, and the applicant, occupant of the premises, or user of utility services shall not have the right to compel the municipality to apply the deposit to any delinquent account.
6. Upon final settlement of the applicant's account, any unused deposit balance shall be refunded to the applicant.

**13.04.070 NONOWNER APPLICANTS – AGREEMENT FOR UTILITY SERVICES**

In consideration of the acceptance of the application for utility services submitted by (Tenant), I or we will pay for all utility services for any such tenant or any other occupant of \_\_\_\_\_ premises in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules, regulations or resolutions enacted by the municipality.

**ACH DISCLAIMER FOR SMITHFIELD CITY CORPORATION**

I agree that any check used for payment of services returned with Non-Sufficient Funds will be debited electronically from my account utilizing an Automated Clearing House. I further agree that my account will be debited electronically for both face amount and a returned check fee. \_\_\_\_\_ (initial)

**DISCLAIMER**

If balance is not paid-in-full by the due date, I hereby agree to pay interest in the amount of 18% per annum from the date issued on any portion that is unpaid. I also agree to pay collection agency fees not to exceed 30% of the total amount to be collected, plus all attorneys' fees and court costs involved with collections. \_\_\_\_\_ (initial)

Date (m/d/yr): \_\_\_\_\_

Owner's Name (Please Print) \_\_\_\_\_ Owner's Signature \_\_\_\_\_ Social Security Number (Mandatory) \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Driver's License No. & State: \_\_\_\_\_

Employer Name, Address, Phone: \_\_\_\_\_

Spouse's Name (Please Print) \_\_\_\_\_ Spouse's Social Security Number \_\_\_\_\_ Spouse's Employer \_\_\_\_\_

Name, Address & Phone of Nearest Relative: \_\_\_\_\_