



Smithfield City  
 96 S. Main Street – Smithfield, UT 84335  
 (435) 563-6226 – [www.smithfieldcity.com](http://www.smithfieldcity.com)

## Application for Zoning Clearance

### Applicant/Contractor Information

Is Applicant the<sup>1</sup>:  Property Owner  Contractor  Other: \_\_\_\_\_ (describe)

#### Applicant

Name:	
Address:	
Phone:	
Email:	

#### Contractor

Name:	
Main Contact:	
Phone:	
Email:	
	Contractor Type: _____

### Project Information

Site Address:			
Parcel ID:		Zone	
Subdivision:		Phase	
Project Size:		Sq Ft	
		Value: \$	
Meter Size:	(check one) <input type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input type="checkbox"/> Other ( _____ in.)		

#### Project Type (select one)

<input type="checkbox"/>	Single-Family/Duplex/Townhome	_____ # of Units	_____ Approx. Acres
<input type="checkbox"/>	Multi-Family	_____ # of Units	_____ Approx. Acres
<input type="checkbox"/>	Remodel Or Addition (involving grading)	_____ Approx. Acres	
<input type="checkbox"/>	Commercial Development	_____ Acres Disturbed	
<input type="checkbox"/>	Other _____	_____ Approx. Acres	

I hereby certify that I am authorized to submit a zoning clearance for the property involved in this application. The foregoing statements, answers, and information herein is, in all respects, true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

<sup>1</sup> If Applicant is anyone other than the property owner or an authorized contractor, this application must be accompanied by a notarized letter, signed by the owner of record, authorizing the Applicant to act on their behalf.

### **Purpose**

Applicants are required to pay all associated fees, receive site plan approval and obtain a zoning clearance from Smithfield City prior to the Cache County Building Department issuing a building permit. Zoning clearances are submitted as part of the building permit application and include the following:

### **Residential**

1. Storm Water permit, including a site plan with all building setbacks, public utilities, water meter placement and sewer cleanouts. Cost: \$150.00
2. Contractor deposit, which is refundable after the project is completed and cleared by the engineering department. Cost: \$2,500.00
3. Payment of all impact fees (water, sewer, park) and all connection fees (water and sewer).
4. **Submittal Requirements:** Two (2) sets of plans, 8-1/2 x 11" minimum, plus narration

### **Commercial**

1. Storm Water permit, including a site plan with all building setbacks, public utilities, water meter placement and sewer cleanouts. Cost: \$150.00
2. Site Plan, including all landscaping meeting City requirements. Must also show the placement and number of parking stalls. Cost: \$300 (plan review fee)
3. Contractor improvement deposit, which is refundable after the project is completed/cleared by the engineering department. Cost: \$2,500.00
4. Payment of all impact fees (water, sewer) and all connection fees (water and sewer).
5. **Submittal Requirements:** Two (2) sets of plans, 18 x 24" minimum, plus narration

# CONSTRUCTION ACTIVITY PERMIT APPLICATION

## SECTION 1: SITE EVALUATION, ASSESSMENT AND PLANNING

### 1.1 Project Information

Project Address			
Project City	State	Zip	

### 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 #	
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 Source of Pollution - Check with an "X" the activities that apply to your project

Clearing, grading, excavating and unstabilized areas	<input type="checkbox"/>	Material use during building process	<input type="checkbox"/>
Paving operations	<input type="checkbox"/>	Solid waste disposal	<input type="checkbox"/>
Concrete washout, stucco and cement waste	<input type="checkbox"/>	Hazardous waste, contaminated spills	<input type="checkbox"/>
Structure construction, painting, cleaning	<input type="checkbox"/>	Sanitary waste	<input type="checkbox"/>
Demolition and debris disposal	<input type="checkbox"/>	Vehicle/equipment fueling, maintenance, use & storage	<input type="checkbox"/>
Dewatering operations	<input type="checkbox"/>	Landscaping operations	<input type="checkbox"/>
Material delivery and storage	<input type="checkbox"/>	Other (describe) _____	<input type="checkbox"/>

## SECTION 2: EROSION AND SEDIMENT CONTROL BMPS

### 1.1 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	

#### **3.4 Any Additional BMPs (give example of possible scenario, give example of BMP [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 seven (7) calendar days; or

\_\_\_\_\_ At least once every fourteen (14) calendar days and within twenty-four (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 \_\_\_\_\_

# CONTRACTOR DEPOSIT AGREEMENT

This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, *circle one* (an individual) (a corporation) ( a partnership) hereinafter referred to as CONTRACTOR 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 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 from completing the requirements established by the building code prior to occupying the building.

4. **RELEASE OF DEPOSIT** Upon request by the CONTRACTOR the CITY shall release and return any unused portion of the deposit to the CONTRACTOR, 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 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.

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Contractor

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Witness

## UTILITY SIGN UP HOMEOWNER

(PLEASE PRINT)

SERVICE ADDRESS \_\_\_\_\_

START DATE \_\_\_\_\_

NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ (IF DIFFERENT THAN SERVICE ADDRESS)

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_

DRIVERS LICENSE STATE \_\_\_\_\_

BIRTHDATE \_\_\_\_\_

EMPLOYER \_\_\_\_\_

EMPLOYER ADDRESS \_\_\_\_\_

EMPLOYER PHONE \_\_\_\_\_

CO-APPLICANT NAME \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY ADDRESS \_\_\_\_\_

EMERGENCY PHONE \_\_\_\_\_

ARE YOU A LANDLORD? YES \_\_\_\_\_ NO \_\_\_\_\_