



SMITHFIELD CITY CORPORATION
96 South Main
Smithfield, UT 84335

AGENDA

Public Notice is given that the Smithfield City Council will meet in a regularly scheduled meeting at 96 South Main, Smithfield, Utah, on **Wednesday, August 23, 2023**. The meeting will begin at 6:30 PM.

Welcome/pledge of allegiance and thought/prayer by Curtis Wall

1. Approval of the city council meeting minutes from August 9, 2023.
2. Discussion and possible renewing the Franchise Agreement with Rocky Mountain Power.
3. Discussion and possible approval of a Franchise Agreement with AllWest Communication.
4. Discussion and possible vote on the request by Lend LLC for approval of the Final Plat for The Knoll Subdivision, Phase 1, a (25) unit/lot subdivision located at approximately 620 North 510 East. Zoned R-1-12 (Single Family Residential 12,000 Square Feet).
5. Discussion and possible vote on the request by Kartchner Land Management for a six-month extension on the Final Plat approval for the Golden Forest Final Plats for Phases 1, 3, 4 and 5.
6. Discussion and possible vote on Ordinance 23-19, an Ordinance rezoning Cache County Parcel Numbers 08-042-0012, 08-042-0013, 08-042-0014, 08-042-0015 and 08-043-0015 from A-10 (Agricultural 10-Acre) to MPC (Master Planned Community). The parcels are located at approximately 485 North 400 West and total approximately 28.81 acres. The request was submitted by Heritage Land Development.
7. Discussion and possible vote on Ordinance 23-23, an Ordinance rezoning Cache County Parcel Numbers 08-039-0015, 08-089-0003 and 08-089-0004 from A-10 (Agricultural 10-Acre) to R-1-10 (Single Family Residential 10,000 Square Feet). The parcels are located on the southwest corner of 440 North 800 West and total approximately 31.56 acres.
8. Discussion and possible vote on Ordinance 23-22, an Ordinance amending the

Smithfield City Municipal Code Title 17 “Zoning Regulations”, Chapter 17.100
“Site Development and Landscaping”, adding in its entirety Section 17.100.055
“Waterwise Landscaping Requirements”.

9. Open and public meetings training.
10. City Manager Report
11. Council Member and Mayor Reports

Adjournment

*****Items on the agenda may be considered earlier than shown on the agenda.*****

In accordance with the Americans with Disabilities Act, individuals needing special accommodation for this meeting should contact the City Recorder at (435) 792-7990, at least three (3) days before the date of the meeting.

SMITHFIELD CITY COUNCIL

AUGUST 9, 2023

The Smithfield City Council met in a regularly scheduled meeting at 96 South Main Street, Smithfield, Utah on Wednesday, August 9, 2023. The meeting began at 6:30 P.M. and Mayor Kristi Monson was in the chair. The welcome/pledge of allegiance and thought/prayer was by Deon Hunsaker.

The following council members were in attendance: Curtis Wall, Deon Hunsaker, Sue Hyer, Jon Wells and Wade Campbell.

City Manager Craig Giles, Police Chief Travis Allen, and City Recorder Justin Lewis were also in attendance.

VISITORS: Todd Orme, Robert N. Gerber, Connie Bingham, Lynn Godderidge, Jeff Barnes, Scott Gibbons, Doyle Peck, Magda Peck, Senaida Peck, Elizabeth Thain, Terry Christensen, David Forrester, Dan Sundstrom, Jamie Anderson, Jenn Staker, Zane Hyer, Mava Pitcher, Mike Monson, Todd Durrant, Myra Durrant, Caralee Stokes

APPROVAL OF THE CITY COUNCIL MEETING MINUTES FROM JULY 12, 2023.

A motion to approve the July 12, 2023 City Council Meeting minutes was made by Wade, seconded by Curtis and the vote was unanimous.

Yes Vote: Wall, Hunsaker, Wells, Hyer, Campbell

No Vote: None

PUBLIC HEARING TO DISCUSS THE PROPOSED INCREASE IN PROPERTY TAX REVENUE FOR THE CITY. THE SMITHFIELD CITY TAX ON A \$483,000 RESIDENCE WOULD INCREASE FROM \$305.23 TO \$359.16, WHICH IS \$53.93 PER YEAR. THE SMITHFIELD CITY TAX ON A \$483,000 BUSINESS WOULD INCREASE FROM \$554.97 TO \$653.02, WHICH IS \$98.05 PER YEAR. IF APPROVED THE CITY WOULD INCREASE ITS PROPERTY TAX REVENUE BY 17.71% ABOVE LAST YEAR'S PROPERTY TAX BUDGETED REVENUE EXCLUDING ELIGIBLE NEW GROWTH.

Mayor Monson stated this is a very emotional subject as nobody likes taxes. Each person speaking during the public hearing will be limited to three minutes so that everyone who wants to speak will have an opportunity.

Mayor Monson asked each person speaking to be civil, patient and respectful as the council will be the same in return.

The public hearing was opened at 6:33 P.M.

ROBERT GERBER: I have lived here for over 45 years. I love living here. I am proud of Smithfield. I would like to know how you are justifying the increase. I would like to know the

reason for the increase. Especially with all of the building going on. Hundreds of homes have been built and they are all over \$400,000. Revenue will come in from these homes. I would like you to answer why we need this revenue at this time.

CONNIE BINGHAM: I concur with Robert. We are not receiving any business revenue. I was told a business coming to town was voted down by the planning commission. I was told that by someone else not associated with the city. I am not sure why we don't want more businesses. I don't want to put people out of jobs but would it be more cost effective to contract with the Cache County Sheriff's Office for police protection? I don't know the difference in costs between the two but want to know. I know the council previously considered this. It is hard for those on a fixed income to see these increases every year.

DOYLE PECK: Is this increase based on an increase in the value of the property or an increase in the tax rate? I have no idea what this tax increase is about. I need more information to ask you questions.

TODD DURRANT: I have a concern with businesses as well as sales tax revenue. I have lived here for 20 years. In that time the number of businesses have not really increased but the population has increased by fifty percent. If we are not receiving more sales tax from businesses then property tax must increase. Property values have tripled over our time here. I am concerned about those who are retired with no change in income. If the value goes up the amount we pay goes up. What are we doing now to stop large increases ten or twenty years from now?

TERRY CHRISTENSEN: I got the email from the city about this meeting. I feel like this was not presented to the residents as it should have been. Why not ask the residents to vote on this request? Ask the residents for their concerns about this request. I don't think this was presented to the residents as it should have been.

JAMIE ANDERSON: I have a good idea of how property tax works. About four years ago the city council increased the property tax rate. I was on the city council at that time and we decided to hold the rate constant moving forward. This has not been done. If we had done that it would be more like a five to ten dollar per year increase not \$50 or more per year. I implore you to hold the property tax rate the same moving forward to stop having to have large increases every three to four years. I think it is a better way of moving forward.

JEFF BARNES: I agree with Jamie's comments. The city went about ten years without making any changes to property tax revenue. When the rate is not held the same year over year it decreases. It is important to hold the rate the same and have small five to ten dollar per year increases rather than an increase in the range of forty to fifty dollars per year. The city only gets the same amount of property tax, excluding new growth, if values go up and the rate goes down. New growth doesn't add a bunch of revenue.

BILL WRIGLEY: I live in the northeast part of town. People have been notified of this meeting. We all got the notice from the Cache County Assessor's Office. We received another notice with our monthly utility bill. The public safety utility fee is gone and because of that the overall net effect is small. I think we were reasonably notified. What are the expenses of the city and what

can be done to obtain the revenue needed for those expenses? The only way to find this information is to attend the budget meetings. You could advertise more but it would cost more. None of us want to see a property tax increase. We are on fixed incomes but social security is increasing eight percent this year. I do sympathize with the difficulties of making this decision as well as with the residents who are struggling to pay for the increase. I hope we can obtain some information to better understand why this increase is needed.

****The public hearing was closed at 6:46 P.M.****

DISCUSSION AND POSSIBLE VOTE ON RESOLUTION 23-12, A RESOLUTION SETTING THE PROPERTY TAX RATE.
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MAYOR MONSON: I appreciate the respect of those who talked during the public hearing. Thank you. There were lots of good thoughts and questions. Last year we considered holding the rate the same but with increases to garbage, sewer and other increases we decided we could not include this increase as well. We knew this year we needed to do something. I encourage the city council to hold the property tax rate the same moving forward.

WADE: This is not a simple matter. I have been on the city council for six years. When I first got on the council, I had a young family and could not afford things. I voted for the previous increase and it was hard on me and my family. It was hard on my mom, family members and friends. It is not easy to consider or do. We held budget meetings for several months. We were happy to receive input. We don't want to sneak things through. The citizens need to be involved. The citizens need to be involved from January until this meeting, not just tonight. Taxes suck. I do not like them. I get irritated by them. The government is good at not spending money wisely. We are grappling with many things. We have thirty million dollars of storm water projects which need to be completed. Culinary water projects include a new well which is just being finished as well as the need for a new water tank and to replace a waterline which was installed in 1923. The waterline replacement project is approximately six million dollars. The line is leaking. Everything has increased in cost. The availability of labor has diminished. We don't have teenagers applying for jobs anymore. We have received complaints about the city parks this year. Some of the toilets in the restrooms have been destroyed. The police department was started around 1999. Kent Ward was the mayor at that time. I was never a fan of the police department. You get what you pay for. We never properly funded the police department in the past. We have worked to improve that. The department is better than in the past. We are better but not perfect. We talked to the county many years ago about the service they could offer. There would not be dedicated service in the city and we could not have any control over what they did. We could not tell them what to do. We have the ability with our own department to make recommendations. They are doing a better job than in the past. We could ask them to bid the service again but we still would not have any control over what they do. We talked about a tri-city agency by combining with the North Park Police Department. The discussion faltered because of some of the things the other cities wanted. We have upgraded our department since then. I thought we should hold the rate last year. The rest of the city council did not support doing that last year. I don't like taxes. This increase will affect my family and five young kids. My mom is on a fixed income. We are a multi-generational family in the city. This is not a simple matter and I don't want it to be considered simple. My neighbor made it personal in the past by throwing his

property tax statement in my face. We look at the budget closely. Every resident has a different philosophy of what programs they want funded or not funded. We run as efficiently as a governmental agency can run. We try our best.

DEON: I have mixed emotions. I see both sides. I looked at information from the last census. Smithfield has the highest percentage of residents under five years old in the valley. There are many families with young children in the city. We are the second largest city in the valley based on population but third in regard to the number of households. This is mainly because of family size. I looked at other cities property tax numbers. There are entities with a lower tax rate than we have but they collect more money than we do. Some cities have a dedicated property tax for the cemetery. Those cities are collecting funds for the city as well as the cemetery. Some even collect funds from the unincorporated area in the county for their cemetery. The cemetery is part of our General Fund. We don't have a separate tax here. A lack of commercial properties is what hurts us. Eighty-five percent of our taxable properties are homes. Homes are taxed at 55% of the assessed value while businesses are taxed at 100% of the assessed value. We don't have the commercial tax base we need. I looked at what was collected from entities in the city last year. The three highest are apartment complexes as well as an assisted living center. The entity paying the most is an apartment complex. In Hyde Park, they have a large group of commercial buildings which pay more than any parcel in Smithfield. In North Logan, the research park pays more than our highest five or six combined. We don't have the commercial tax base we need which hurts us on property tax collected. We have benefits other cities don't have. We have the second largest rec center in the valley. The closer I get to retirement the more I get concerned about these increases. I am not sure how I will vote on the proposal right now.

JON: I would like to talk about how home and business values are determined. The Cache County Assessor's Office determines all property values. Each year they take about 20% of the parcels in the valley and reassess the value. The intent is to make the value what the current market value is. Last year 20% of the parcels were not reassessed; 100% of the parcels in the valley were reassessed. Higher property values mean a lower tax rate. The property tax rate decreases as values increase. The amount of property tax paid goes up if the value of the property increases and the rate stays the same. The intent behind holding the rate the same is having smaller increases rather than a 17% increase. We have all seen our property tax estimates as the county mailed them to all of us. The city collects approximately 12% of the total amount of property tax paid. The vast majority goes elsewhere. The biggest recipient is the school district. Values must be based on current market value. We as a city don't determine the values.

SUE: You asked what is the increase for? As I understand it; our utility bill recently had the \$4.00 per month public safety utility fee removed from the bill. The state auditor asked us to do away with it where it was a fee. The property tax increase was to help replace that lost revenue. As of July 1st that fee is no longer charged and that is why we are proposing a property tax increase.

MAYOR: What are we spending the increase on? We are trying to hire new police officers and firefighters. All of our expenses such as fuel and fertilizer have increased. It was mentioned that social security saw an eight percent increase this year. We are not giving that much of an increase to our employees. We need to make sure we take care of our employees as well.

Everyone is struggling. Grocery stores are so expensive. I will provide another example. We received an initial bid to redo the roads in the cemetery for \$400,000. The roads have been a big complaint of the residents for many years. We hired a contractor for the job but they ended up going bankrupt and did not do the work. The new estimate for the work was \$800,000 so we were only able to redo half of the roads.

CURTIS: Just to clarify we did not lose \$400,000 to the company who went bankrupt. We never paid them anything. They went bankrupt before they could start the project. This is my eighth year of going through this process. We have gotten better over time in how we present this. We can still do a better job. The budget meetings last all spring and summer. We have to have a balanced yearly budget in the General Fund. The staff does a great job with the budget. Lee's Marketplace is our number one contributor in sales tax revenue. Will we lose sales tax revenue now the Richmond Lee's Marketplace is open? I shop locally to keep the sales tax I pay here. We are collecting more from Amazon than ever before. Discount Tire, Brown Monument, Old Grist Mill and Arby's are all great new local businesses. A&W closed and we were lucky to get Arctic Circle in their place. This is the hardest meeting of the year for the city council. I am on a fixed income now that I am retired. I don't like taxes. We started holding the rate for a couple of years and did not last year because of several other factors. We use the money wisely. We look at ways to save money. I am glad this is my last time as a council member to make this decision. I appreciate your comments. This year was the largest number of residents we have had attend budget meetings. I hope the number continues to increase yearly. We receive a lot emails and some anonymous letters. I am glad you are here to be heard. It is a hard decision to spend other people's money.

MAYOR: We encourage businesses to come here. We no longer have an RDA (Redevelopment Agency) to offer them assistance. I always encourage people to come here. We want businesses here. None of us are anti-business. We don't want to be a bedroom community but right now we are. There was a swimsuit company in the city that recently moved to North Logan because they could not find any available space in Smithfield to expand their business. The question was asked why aren't the residents voting on this increase? You elect the council members whose responsibility is to make this decision. It is so important to vote in the municipal election. Please vote this year. We are responsible as elected officials to those who elected us and the entire community.

JON: I agree with the mayor's comments regarding businesses. We want them here. I think the main reason we don't get businesses here is our close proximity to Logan. We are too close to Logan from a business standpoint. It is not inconvenient to drive to Logan for what cannot be purchased in the city. Those businesses considering locations look at the population and don't think our population is high enough to support them. They want to be close to Logan. I think if we were further away from Logan, we would have a better business district.

CURTIS: Providence and Nibley are close to Logan and have more businesses than we do. There is a big commercial complex as well. The Rolee Boutique started to build a new building here and pulled the plug on it. There are people out there who specialize in getting businesses into cities. I am not sure why we are not getting new businesses like Providence and Nibley.

DEON: Is the Resolution worded properly?

JUSTIN: The Resolution is currently worded if you approve the tax rate increase as proposed. The rate would then be 0.001352. You can adopt that rate or go less than that rate but you cannot go more than that rate as that is what was advertised and proposed.

WADE: When we bid police services in the past the cost savings was not much if we went with the county but we would give up entire control of the police department.

CURTIS: The bids were almost the same and we would have had less coverage and a longer response time. The small savings was not worth it.

WADE: I have worked in some rural communities where ambulance service has been needed. In one instance the Smithfield ambulance arrived before the Lewiston ambulance. I want the ambulance and fire service to be good. If you see issues in town such as a pothole let us know and a work order will be placed. We are still operating old equipment. We have a dump truck that is a 1994. We have old equipment and new equipment. Things don't last as long as they used to anymore; especially equipment. It is hard to pay 35% or so in taxes on the money we make. I want to be respectful to everyone as this is a serious matter. I don't like increases. We are not the only ones proposing an increase this year. It is hard to do this.

DEON: I cannot support the increase. It is too much.

A motion to adopt Resolution 23-12, a Resolution setting the Real and Personal Property Tax rate was made by Curtis, seconded by Wade and the motion passed by a vote of 4-1.

Yes Vote: Wall, Hyer, Wells, Campbell

No Vote: Hunsaker

Jon made a motion to adjourn at 7:21 P.M.

SMITHFIELD CITY CORPORATION

Kristi Monson, Mayor

ATTEST:

Justin B. Lewis, City Recorder

SMITHFIELD CITY CORPORATION
96 South Main
Smithfield, UT 84335

AGENDA

Public Notice is given that the Smithfield City Council will meet in a regularly scheduled meeting at 96 South Main, Smithfield, Utah, on **Wednesday, August 9, 2023**. The meeting will begin at 6:30 P.M.

Welcome and Opening Ceremonies by Deon Hunsaker

1. Approval of the city council meeting minutes from July 12, 2023.
2. Public Hearing to discuss the proposed increase in property tax revenue for the city. The Smithfield City tax on a \$483,000 residence would increase from \$305.23 to \$359.16, which is \$53.93 per year. The Smithfield City tax on a \$483,000 business would increase from \$554.97 to \$653.02, which is \$98.05 per year. If approved the city would increase its property tax revenue by 17.71% above last year's property tax budgeted revenue excluding eligible new growth.
3. Discussion and possible vote on Resolution 23-12, a Resolution setting the property tax rate.

Adjournment

*****Items on the agenda may be considered earlier than shown on the agenda.*****

In accordance with the Americans with Disabilities Act, individuals needing special accommodation for this meeting should contact the City Recorder at (435) 792-7990, at least three (3) days before the date of the meeting.

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Smithfield City (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for Five (5) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not

unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing

herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of

Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address 780 N. Main
Local Address Smithfield, Utah

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by

giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 70 North 200 East, Room 122, American Fork, Utah, 84003, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the City Council of the City of Smithfield, Utah this 23rd day of August, 2023.

SMITHFIELD CITY CORPORATION

Kristi Monson, Mayor

ATTEST:

Justin B. Lewis, City Recorder

FRANCHISE AGREEMENT ALL WEST/UTAH, INC.

This Franchise Agreement (the “AGREEMENT”) dated this 23rd day of August 2023, by and between Smithfield City, a municipal corporation of the State of Utah (“City”) and All West/Utah, Inc., a Utah corporation (“Franchisee”).

WHEREAS, Franchisee has requested that City grant it the right to install, operate, and maintain a communications system within City’s public ways; and

WHEREAS, City finds it desirable for the welfare of City residents that such a non-exclusive franchise be granted to Franchisee; and

WHEREAS, the City Council has authority under Article I, Section 23 of the Utah Constitution and consistent with Article 11, Section 9 of the Utah Constitution and the City has enacted Municipal Code Section 12. 28 (“Telecommunications Rights-of -Way Ordinance”) which governs the applications and review process for communications franchises along and over public roads and highways and other public properties in the City; and

WHEREAS, City is willing to grant the rights requested subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES MUTALLY AGREE AS FOLLOWS:

Section 1. Definitions. The following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means any entity which owns or controls, is owned or controlled by, or is under common ownership with, Franchisee.

B. “City” means Smithfield, Utah.

C. “Communications Service” means any communications services, communications capacity, or dark fiber, provided by Franchisee using its Communications System or Communication Facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communications Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable, copper cable, or wireless antennas. Communications Service also includes wireless and non-switched, dedicated, and private line, high-capacity fiber optic transmission services to firms, businesses, or institutions within the City.

D. “Communications System” or “Communication Facilities” means Franchisee’s fiber optic and/or copper cable and/or wireless system constructed and operated within City’s public ways, and includes all cables, wires, fibers, antennas, conduits, ducts, pedestals, and any associated converter, equipment, enclosures, or other facilities within City’s public ways designed and constructed for the purpose of providing Communications Service.

E. “FCC” means the Federal Communications Commission or any successor governmental entity.

F. “Franchise” means the authorization granted by the City through this Agreement that authorizes construction, operation and maintenance of Franchisee’s Communications System and associated Communications Facilities for the purpose of offering Communications Service.

G. “Franchisee” means All West/Utah, Inc., and includes its lawful successors, transferees, assignees or affiliates.

H. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

I. “Public Way” means the surface of, and any space above or below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area, which shall entitle the City and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way also means any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use, or dedicated for compatible uses, and includes other easements or rights of way which, within their proper use and meaning, entitle the City and the Franchisee the use thereof for the purposes of installing or transmitting Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. “Service Area” means the present municipal boundaries of the City and includes any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to Franchisee, subject to the terms and conditions contained in this Agreement, the right, privilege and authority to utilize City’s Public Ways for construction and operation of its Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for its Communications System, and to provide Communications Service.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a Public Way, Franchisee shall apply for and obtain a construction permit pursuant to City ordinances then existing.

B. Unless otherwise provided in said permit, Franchisee shall give the City at least 48 hours' notice of Franchisee's intent to commence work in the Public Ways. Franchisee shall file plans or maps with City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. No work shall commence within any Public Way without said permit except as otherwise provided in this Agreement.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Franchisee, nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. This Franchise is granted for ten (10) years and will continue thereafter on a year-to-year basis unless either party provides written notice to the other party one hundred twenty (120) days prior to the end of the then current term of its intent to renegotiate the terms and conditions of this Franchise.

Section 6. Non-Exclusive Grant. This Franchise Is non-exclusive. It does not prohibit the City from entering into other similar agreements or granting other franchises in, under, on, across, over, though, along or below City Public Ways. However, the City shall not permit any such future franchisee to physically interfere with Franchisee's then existing Communication Facilities. This Franchise does not prohibit the City from using any of its Public Ways or affect the City's jurisdiction over its Public Ways or any part of them, and the City shall retain the power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication or vacation of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new Public Ways.

Section 7. Maps and Records. After construction is complete, Franchisee shall, at no cost, provide the City with accurate copies of as-built plans and maps in a form prescribed by the City.

Section 8. Work in Public Ways.

A. During periods of relocation, construction, or maintenance, surface impediments, if any, shall be placed and used in such places and positions within Public Ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining properties. Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations.

B. Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the City's Public Ways in coordinating construction activities and joint trenching projects. By June 1 of each calendar year, or such other date as the City and Franchisee may agree upon from year to year, Franchisee shall provide the City with a schedule

of its proposed construction activities in, around, or that may affect the City's Public Ways. Franchisee shall also meet with the City and other grantees, franchisees, permittees, and other users of the City's Public Ways as determined by the City to schedule and coordinate construction activities.

C. If either the City or Franchisee shall, at any time after the installation of Communication Facilities, plan to make excavations in the Service Area and as described in this section, the party planning such excavation shall afford the other party, upon receipt of written request to do so, an opportunity to share such excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their intended uses are incompatible.

Section 9. Restoration after Construction. Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the Public Ways, restore the affected Public Ways and any property disturbed by the work to at least the same condition the Public Ways or property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. Franchisee shall promptly complete all restoration work and promptly repair any damage caused by such work at its sole cost and expense according to the time and terms specified in the construction permit.

Section 10. Emergency Work Permit Waiver. In the event of an emergency in which any of Franchisee's Communication Facilities located in, above, or under any Public Way break or are damaged, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Franchisee shall immediately take proper emergency measures to repair its Communication Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit. Franchisee shall notify the City immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which City is open for business.

Section 11. Relocation.

A. During the period of this Agreement, if City shall lawfully elect to alter or change any Public Way requiring the relocation of Communication Facilities, then Franchisee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense. Alternatively, Franchisee may, in its sole discretion, abandon its Communication Facilities in place.

B. If, for aesthetic purposes, the City requests relocation of Communication Facilities that were originally approved by the City through the permitting process, the City shall pay all costs associated with relocation. Franchisee may require advance payment for costs and expenses.

C. Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its Communication Facilities to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same; (b) Franchisee shall have the authority to require payment in advance; and (c) Franchisee must be given not less than five business days' advance notice.

Section 12. Trimming. Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places to prevent the branches of such trees from coming into contact with Communication Facilities. Except when an emergency dictates such work, Franchisee shall provide notice to City and to any property owner before commencing such work.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of Communication Facilities has caused or contributed to a condition that appears to substantially impair the lateral support of any adjoining Public Way, street, public place, utility, or property, the City may require Franchisee to take reasonable action to protect the Public Way, street, public place, utility, or property. Such action may include compliance within a prescribed time. If Franchisee fails or refuses to promptly take the action(s) required by the City or fails to fully comply with such requirements, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the Public Way, street, public place, utility, or property or take actions regarded as reasonably necessary safety precautions, and Franchisee shall be liable to the City for the reasonable costs thereof.

Section 14. Non-Liability of City for Acts of Franchisee. The City shall not at any time become liable or responsible to any person for any damage or injury, including loss of life, by reason of Franchisee's activities under this Agreement, and Franchisee hereby indemnifies the City and holds it harmless against all such liabilities, loss, cost, damage, and expense.

Section 15. Insurance. Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Franchisee, its agents, representatives, or employees. Franchisee shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any Communication Facilities. Such insurance certificate shall evidence: (a) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$2,000,000 for bodily injury or death to each person; (b) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$3,000,000 for property damages resulting for each incident; (c) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than \$300,000 for each person and \$500,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Franchisee throughout the term of this Agreement and during such other periods as Franchisee is operating

without a franchise or is engaged in the removal of its Communications System. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Franchisee's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Franchisee's insurance and shall not contribute with it.

Section 16. Abandonment and Removal of Communication Facilities. Upon the expiration or termination of this Agreement, Franchisee shall remove all its Communication Facilities from City's Public Ways within 90 days. In the alternative and upon such terms as the City deems appropriate, Franchisee may abandon its Communication Facilities in place.

Section 17. Franchise Fees. Franchisee shall pay to the City, 5% of Franchisee's gross receipts from telecommunications services, as defined in the Utah Municipal Telecommunications License Tax Act, title 10, Chapter 1, Part 4, Utah Code Annotated (the "MTLTA"), rendered in the Service Area for the preceding calendar year, less any business license fee or business license tax enacted by the City. All payments shall be made to:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, UT 84134

Section 18. Modification. This Agreement may only be modified by written agreement signed by both parties.

Section 19. Forfeiture and Revocation of Franchise.

A. This franchise may be terminated by City for Franchisee's failure to comply with this Agreement or applicable laws.

B. If the City has reason to believe that Franchisee is in violation of this Agreement or applicable laws:

(1) The City shall deliver to Franchisee written notice of violation detailing the violation, the steps required to cure the violation, and the time within which the violation must be cured.

(2) Within 30 days, Franchisee shall deliver a written response to the City demonstrating that no violation occurred or that the violation has been corrected, or deliver a proposal to correct the violation problem within a period of time agreeable to the City. Franchisee may later request an extension of the time to cure a violation if construction is suspended or delayed by the City, or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the

control of Franchisee delay progress, provided that Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If Franchisee's response is not satisfactory to the City, the City may declare Franchisee to be in default via written notice to Franchisee.

(4) Within ten business days after such notice, Franchisee may deliver to the City a request for a hearing before the City Manager. If no such request is received, the City may declare the franchise terminated for cause.

(5) If Franchisee files a timely written request for hearing, the hearing shall be held within 30 days. The hearing shall be open to the public. Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating the alleged violation. Within ten days after the conclusion of the hearing, the City Manager shall, on the basis of the record, make a determination as to whether there is cause for termination and whether the franchise will be terminated. The City Manager may, in his/her sole discretion, grant additional time to cure the violation. If the violation has not been cured prior to the expiration of any such additional time, or if the City Manager does not grant additional time, the City Manager shall declare, in writing, that the franchise is terminated and the effective date of termination.

(6) Within 30 days of the City Manager's written determination, Franchisee may seek judicial review. Termination shall be stayed pending final resolution of such judicial review.

C. Franchisee shall not be deemed to be in default, failure, or violation of this Franchise where performance was rendered impossible due to an act of God, natural disaster, fire or other casualty, theft, pandemic, war, or other events beyond the Franchisee's control.

Section 20. City Ordinances and Regulations. Nothing in this Agreement restricts the City's authority to adopt and enforce ordinances regulating the performance of this Agreement. The City shall continue to have the authority to control the locations, elevation, manner or construction and maintenance of Communications Facilities, and Franchisee shall promptly comply with all such regulations unless compliance would cause Franchisee to violate other legal requirements.

Section 21. Survival. The provisions, conditions and requirements of this Agreement are in addition to all other legal obligations and liabilities. The following Sections survive the expiration or termination of this Agreement, and any renewals or extensions, and remain effective until such time as Franchisee removes its Communication Facilities from the Public Ways, transfers ownership of its Communication Facilities to a third party, or abandons its Communications Facilities as provided in this Agreement: Work in Public Ways, Restoration after Construction, Dangerous Conditions, Non-Liability of City for Acts of Franchisee, Insurance, and Abandonment and Removal of Communication Facilities.

Section 22. Severability. If any provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

Section 23. Assignments and Subleases. This Agreement is binding upon Franchisee's heirs, successors, executors, administrators, legal representatives, sublessees, and assigns. This Agreement may not be assigned or transferred without the City's prior written consent, except that it may be assigned in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing.

Franchisee may, without the City's consent: (1) lease its Communication Facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in its Communication Facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its Communication Facilities to another, provided that Franchisee at all times retains exclusive control over such Communication Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Communication Facilities pursuant to this Agreement.

Section 24. Notice. Any notice or information required to be given to the parties under this Agreement shall be sent via email with a hard copy delivered via U.S. mail, or via overnight delivery, to the following addresses unless otherwise specified:

City:
Smithfield City
96 South Main Street
Smithfield, UT 84335
cgiles@smithfieldcity.org

Franchisee:
All West/Utah, Inc.
50 West 100 North
Kamas, UT 84036
Matt.weller@allwest.com

Notice shall be deemed given upon acknowledged receipt of email, or three days after deposit in the U.S. mail in the case of first-class mail, or upon delivery in the case of overnight delivery.

Section 25. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties.

Section 26. Costs of Default. If any legal action, other than the judicial review of a termination determination, is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorneys' fees.

Section 27. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue and jurisdiction over any dispute related to this franchise shall be in the Sixth Judicial District Court for _____ County, or with respect to any federal question, in the United States District Court for the District of Utah in Salt Lake County.

Section 28. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

[signatures on following page]

Smithfield City:

All West/Utah, Inc.

Name: Kristi Monson
Title: Mayor

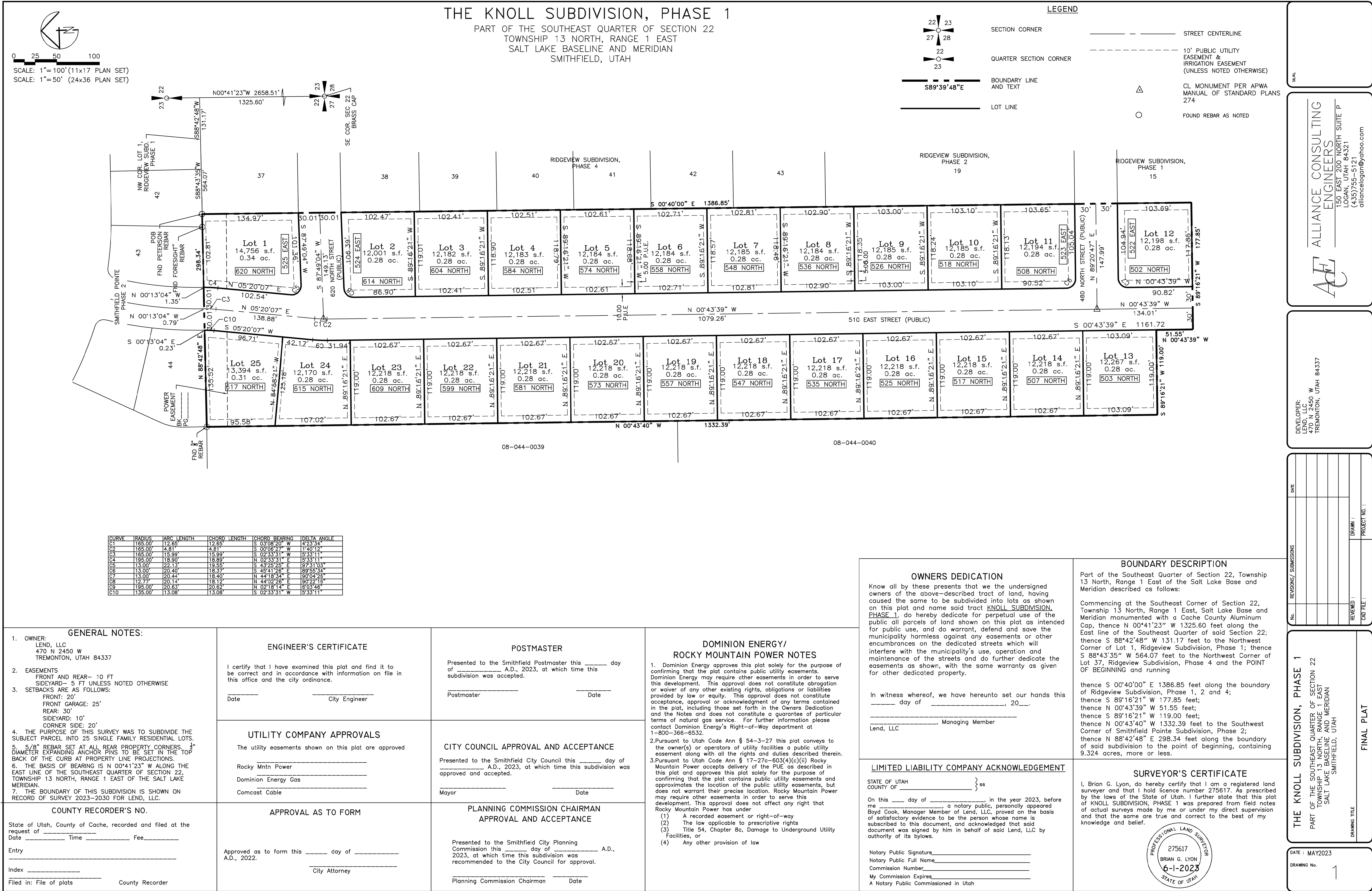
Name: Matthew Weller
Title: President

APPROVED AS TO FORM:

ATTEST:

Name: Craig Giles
Title: City Manager

Name: Justin Lewis
Title: City Recorder





KARTCHNER

Thursday, July 27, 2023

Smithfield City Council,

It is our intent to continue development of the Golden Forest Subdivision located at approximately 200 west and 500 north. Following the final plat approval of the first 8 phases we have worked diligently to install all of the improvements. Due to labor shortages, supply chain issues, the early winter and wet spring we've not been able to get all the improvements completed.

We ask the City to grant us a six-month extension of the approvals of the final plats of phases 1 and 3-5 so that we can finish installing the improvements prior to recording the plats with the county.

Sincerely,

Dan Larsen
Kartchner Land Management

Residential · Commercial · Property Management

16.12.090 EXPIRATION OF FINAL APPROVAL

If the final plat is not recorded within eighteen (18) months from the date of city council approval, such approval shall be null and void. This time period may be extended by the city council for up to an additional six (6) month period for good cause shown. The subdivider must petition in writing for an extension prior to the expiration of the original eighteen (18) months. No extension will be granted if it is determined that it will be detrimental to the city.

HISTORY

Adopted by Ord. [15-20](#) on 11/11/2015

Amended by Ord. [17-15](#) on 7/26/2017

Amended by Ord. [21-13](#) on 5/12/2021

ORDINANCE NO 23-19

AN ORDINANCE AMENDING TITLE 17, ZONING OF THE SMITHFIELD MUNICIPAL CODE, BY AMENDING THE ZONING MAP OF SMITHFIELD CITY.

BE IT ORDAINED by the City Council of Smithfield City, Utah as follows:

That certain map or maps entitled "Zoning map of Smithfield City, Utah" is hereby amended and the following described property is hereby rezoned from A-10 (Agricultural 10-Acre) to MPC (Master Planned Community).

Approximate Property Location: 485 North 400 West

Cache County Parcel Number: 08-042-0012

BEG 23.50 CHS N & 4 CHS E OF SE COR SW/4 SEC 21 T 13 N R 1E, W 15.50 CHS S 4 CHS E 15.6 CHS N 4 CHS TO BEG 6.16 AC

Cache County Parcel Number: 08-042-0013

BEG 19.5 CHS N 4 CHS E OF SE COR OF SW/4 SEC 21 T 13N R 1E W 15.60 CHS S 4 CHS E 15.70 CH N 4 CHS TO BEG 6.16 AC C1221

Cache County Parcel Number: 08-042-0014

BEG 15.51 CHS N & 4 CHS E OF SE COR SW/4 SEC 21 T 13N R1E, W 15.70 CHS S 4 CHS E 15.80 CHS N 4 CHS TO BEG 6.16 AC. C1223

Cache County Parcel Number: 08-042-0015

BEG 11.50 CHS N & 4 CHS E OF SE COR OF SW/4 SEC 21 T 13N R1E, W 15.8 CHS S 4 CHS E 11.80 CHS N 2.50 CHS E 4 CHS N 1.50 CHS TO BEG CONT 5.32 AC LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 13 NORTH, RANGE I EAST OF THE SALT LAKE MERIDIAN MONUMENTED WITH AN ALUMINUM CAP; THENCE S00°03'24"E 2692.89 FEET (BASIS OF BEARING- BEARING AND DISTANCES BASED ON UTAH STATE PLANE NORTH ZONE) TO THE SOUTHWEST CORNER OF SECTION 21 MONUMENTED WITH A 5/8" REBAR; THENCE N84°35'07"E 1885.37 FEET TO AN EARL REBAR AT THE SOUTHEAST CORNER OF THE VILLAGE AT FOX MEADOWS, PUD, PHASE 2; THENCE S89°19'41"E 814.91 FEET TO THE SOUTHWEST CORNER OF PARCEL 08-043-0035; THENCE N 00°49'07" W 201.85 FEET (NORTH 200 FEET, BY RECORD) TO THE NORTHWEST CORNER OF PARCEL 08-043-0035 AND THE POINT OF BEGINNING AND RUNNING THENCE N 00°49'07" W 54.01 FEET; THENCE N 89°34'03" W 53.93 FEET; THENCE N 00°46'15" W 185.00 FEET; THENCE S 89°34'03" E 273.83 FEET; THENCE S 00°49'07" E 239.02 FEET TO THE NORTHEAST CORNER OF PARCEL 08-043-0035; THENCE N 89°34'03" W 220.05 FEET (WEST 220 FEET, BY RECORD) ALONG THE NORTH LINE OF PARCEL 08-043-0035 TO THE POINT OF BEGINNING NET 5.27 AC

Cache County Parcel Number: 08-043-0015

EG 3.5 CHS N OF SW COR SE/4 SEC 21 T 13N R 1E & TH E 44 FT TH N 200 FT TH E 220 FT TO W LN OF ST TH N 64 FT TH W 4 CHS TH S 4 CHS TO BEG CONT 0.59 AC ALSO: BEG 3.5 CHS N OF SW COR OF SE/4 SEC 21 T 13N R1E, N 4 CHS W 12 CHS S 4 CHS E 12 CHS TO BEG 4.8 AC CONT 5.39 AC IN ALL LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 13 NORTH, RANGE I EAST OF THE SALT LAKE MERIDIAN MONUMENTED WITH AN ALUMINUM CAP; THENCE S00°03'24"E 2692.89 FEET (BASIS OF BEARING- BEARING AND DISTANCES BASED ON UTAH STATE PLANE NORTH ZONE) TO THE SOUTHWEST CORNER OF SECTION 21 MONUMENTED WITH A 5/8" REBAR; THENCE N84°35'07"E 1885.37 FEET TO AN EARL REBAR AT THE SOUTHEAST CORNER OF THE VILLAGE AT FOX MEADOWS, PUD, PHASE 2; THENCE S89°19'41"E 814.91 FEET TO THE SOUTHWEST CORNER OF PARCEL 08-043-0035; THENCE N 00°49'07" W 201.85 FEET (NORTH 200 FEET, BY RECORD) TO THE NORTHWEST CORNER OF PARCEL 08-043-0035 AND THE POINT OF BEGINNING AND RUNNING THENCE N 00°49'07" W 54.01 FEET; THENCE N 89°34'03" W 53.93 FEET; THENCE N 00°46'15" W 185.00 FEET; THENCE S 89°34'03" E 273.83 FEET; THENCE S 00°49'07" E 239.02 FEET TO THE NORTHEAST CORNER OF PARCEL 08-043-0035; THENCE N 89°34'03" W 220.05 FEET (WEST 220 FEET, BY RECORD) ALONG THE NORTH LINE OF PARCEL 08-043-0035 TO THE POINT OF BEGINNING NET 5.06 AC

APPROVED by the Smithfield City Council this 23rd day of August, 2023.

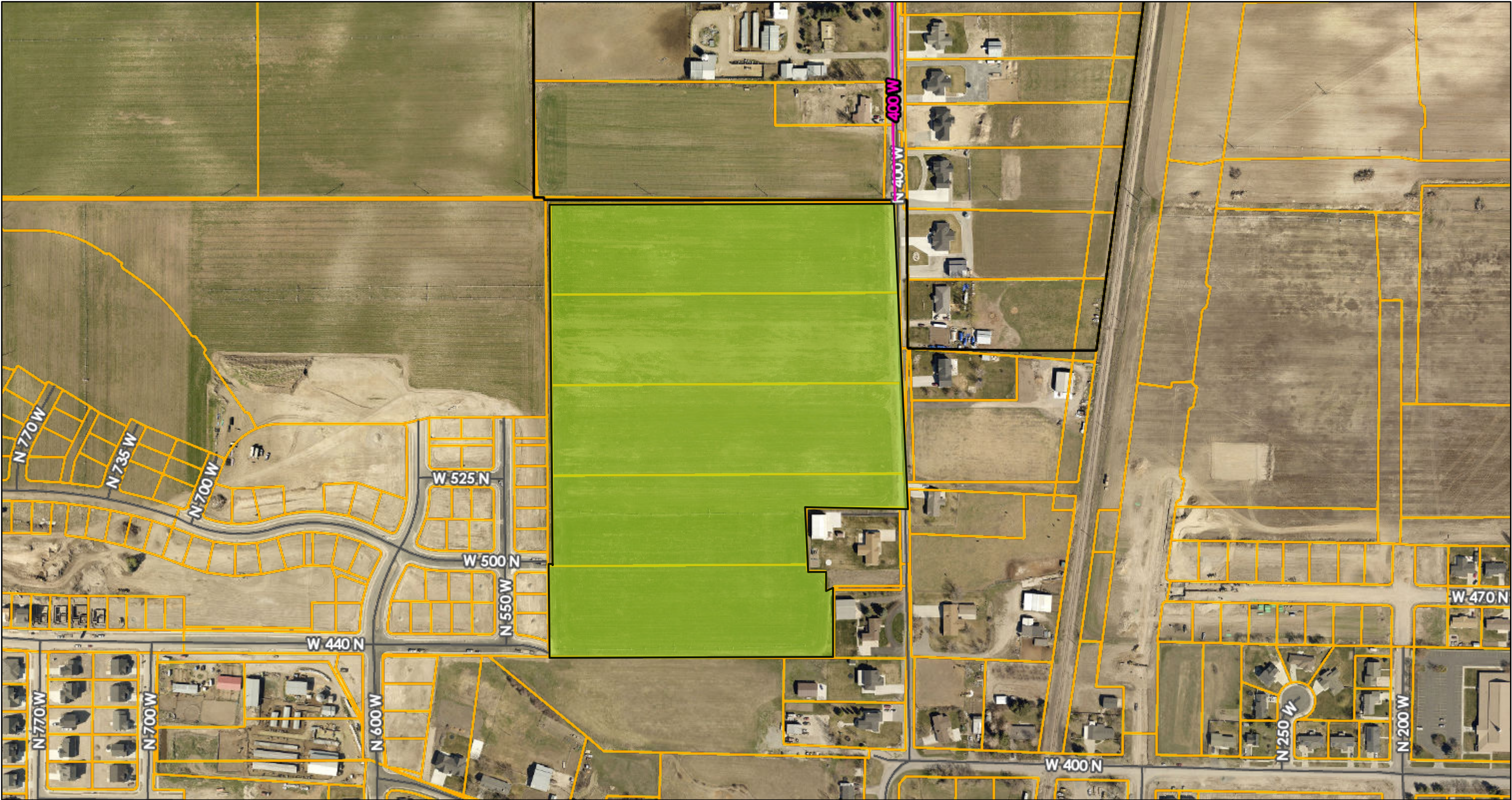
SMITHFIELD CITY CORPORATION

Kristi Monson, Mayor

ATTEST:

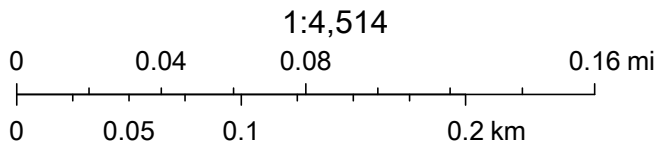
Justin B. Lewis, City Recorder

Parcel Map



7/10/2023, 3:51:56 PM

- Override 1
- GRAVEL
- County Boundary
- Class B Surface Type
- DIRT
- Cache Parcels
- ASPHALT
- Municipal Boundaries



Maxar



Smithfield City Staff Report

Community Development Department

Administration • Engineering • Planning • Zoning

Lupine Village MPC Rezone

May 17, 2023

This staff report is an analysis of the application information base on adopted city codes, standard city development practices and other available information. This report is to be used to review and consider the merits of the application. Additional information may be provided, that supplements or amends this report.

Project Information

Parcel ID: 08-042-0012

Applicant: Heritage Land Development

08-042-0013

Action Type: Legislative

08-042-0014

Staff Recommendation: None

08-042-0015

08-043-0015

Project Location

Location:
485 North 400 West
Smithfield, Utah

Lot Size:
28.95 Acres

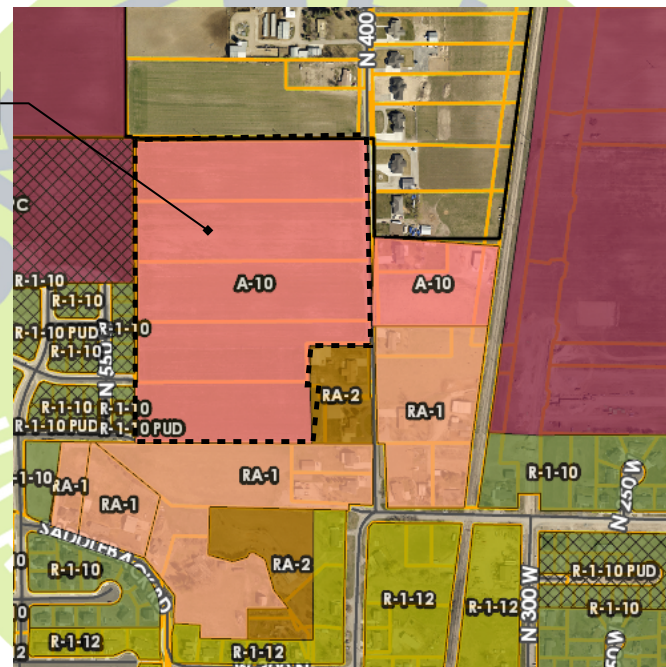
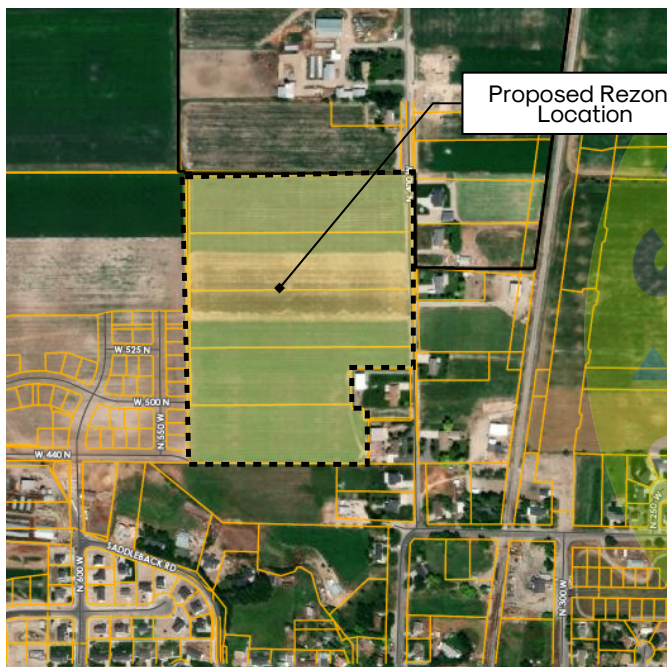
Current Zoning:
A-10 Agricultural

Proposed Zoning:
MPC Residential

Surrounding Uses:
North - County
South - Residential R-1-12
East - Residential RA-1
Agricultural A-10
West - Residential MPC
Residential R-1-1- PUD

Project Summary

Tami Midzinski and Heritage Land Development are requesting a rezone to the Master Plan Community zone. They have resubmitted preliminary site, phasing and landscape plans corresponding with the MPC rezone.



We the surrounding residents of the property being considered for the development of an MPC-PUD subdivision. Parcels 08-042-0012, 08-042-0013, 08-042-0014, 08-042-0015, 08-043-0015

We are very concerned for the safety of the traffic on 400 West. This is a narrow road frequented by large trucks that instantly convert it to one lane.

The inclusion of condominiums will soon be apartments as residents move on. Multi-Family homes in this location is an atrocity an insult to our existing community. It is the duty of the Smithfield City Council to protect and preserve the community.

Those of us that have helped to develop and build this community are requesting that this development be declined. The existing properties are all larger lots averaging two to five acres. This will greatly impact our sense of community and our lives. The scenery and views that we all love and appreciate will be taken from us.

Growth needs to be carefully thought out and planned to match surrounding homes taking into consideration the impact on established community. Please be considerate of our lives and investment in this community.

We are greatly concerned to see this type of developments being embraced and promoted without evaluating the impact or practicality.

Please Print your name

Then sign

Dale Ellen Anderson

Dale Ellen Anderson

Shelbey Kelley

Shelbey Kelley

Blake Kelley

[Signature]

Brynn GyllensKog

Brynn GyllensKog

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Please Print your name

Then sign

E. Lee Helms

E. Lee Helms

Lupita Helms

Lupita Helms

Janet Hillyard

Janet Hillyard

JOHN HILLYARD

John Hillyard

Kyle Painter

Devin Hillyard

Don Hillyard

Boyer Hillyard

Casey Hillyard

Kirk Hillyard

Michael Heaps

John Heaps

Donna Garza

Chantel Anderson

Scott Garza

Cheyenne Thatcher

~~Cheyenne Thatcher~~

~~Kyle Painter~~

~~Devin Hillyard~~

Tori Hillyard

Boyer Hillyard

Casey Hillyard

Kirk Hillyard

Michael Heaps

Kyle Thatcher

Donna Garza

Chantel Anderson

Scott Garza

Cheyenne Thatcher

Candace Hilliard

CLAIR C. LARKIN

TERY E. JESSOP

Barbara Kent

Ilida Garza

Carmen Garza Ordonez

Isabel Alcant

Den Flaherty

Danny Hansen

Holly Hansen

Joe Beck

Connie Beck

Casey Clark

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Joe Beck

Connie Beck

Casey Clark

Ezra Woodworth

Shelby Woodworth

Kristen Johnson

Ed Johnson

John Kemp

Marie Kemp

Rosemary DeKam

CASEY STALEY

Margala Tasssi

Kyle R. Tasssi

James D. Rowell

James R. Rowell

Joseph T. Rowell

Erin White

Shelby White

John White

Ed Johnson

John Kemp

Marie Kemp

Rosemary DeKam

CASEY STALEY

Margala Tasssi

Kyle R. Tasssi

James D. Rowell

James R. Rowell

Joseph T. Rowell

Bridgette Giunta

Leo Giunta

Erin Campbell

Todd Campbell

Rose Ashcroft

Greg Ashcroft

Nickie Bawn

Jon Bawn

Caley Avery

Marcela Avery

VINCENT OLAGUE

Jackson Downs

Stephanie Downs

Bridgette Giunta

Leo Bawn

Erin Campbell

Todd Campbell

R Ashcroft

Greg Ashcroft

Nickie Bawn

Jon Bawn

Caley Avery

Marcela Avery

Vincent Olague

Jackson Downs

Stephanie Downs

Mr. TK

Mr. J. Lee

Shelly Hopworth

Shelly Hopworth

Angie Garza

Lacie Clark

Thom Taddson

Nick Clawson

Stephen Hopworth

Shelly Hopworth

Angie Garza

Lacie Clark

This letter is in regard to item 6 on the City Council Agenda for August 23, 2023 requesting a re-zone of property located at 485 North 400 West from A-10 to MPC zone. I have lived in the northwest part of Smithfield for 48 years, and most homeowners have a few acres of land and some animals. We chose this part of town because this is where we could have these things.

We understand that things change and land owners have sold their farm ground to developers. We know there will be change as we have already seen it happening. Visionary Homes has gotten the MPC zone approved and are putting all that they can fit on the property they bought. Kartchner Homes has gotten the MPC zone approved and is doing the same. Now Sierra, a.k.a. Heritage Land Development, is pushing for the MPC zone on 28 more acres all in the same area of town! If this is approved, there will be approximately 150 acres of MPC zoned property in the same area on the northwest side of Smithfield. 150 acres of MPC zone! That is a lot of new homes, apartments and townhomes! At a previous City Council meeting the Planning and Zoning Chairman pointed out that one advantage to the MPC zone was that it could be carefully considered and approved in different areas of Smithfield so that it WOULDN'T be concentrated all in one area. My question is "is it being carefully considered?" "are you keeping in mind the current residents in the area and their concerns?" Because it sure seems to be getting approval all in one large area of town.

Some of our concerns are:

1. Roads

- The roads that are currently in place cannot efficiently or safely route the increased traffic.

2. Traffic, safety and crime

- Is our Police Department fully staffed and able to keep up with the increased traffic violations, safety concerns and crime?
- Is the city prepared to staff more officers?

3. Public Works

- Is the Public Works Department prepared to handle the extra work load that these new residences will require? (ie: plowing, trimming, water lines, garbage service etc.) HOA's do not take care of everything...

4. Water usage

- This has been a good water year, but in the not-so-distant past we have had rations and shortages. An MPC zone will have increased water use, no denying that.
- Even if they can afford to pay for the water in their swimming pools, is it a good idea to take it away from gardeners and farmers? Not to mention the extra toilets flushing, laundry, showers etc.

5. Our way of life

- What about considering the people that have lived in this area for many years. We are being forced to vastly change or give up what we have worked hard for. We are encouraged to keep our emotions out the conversation, but we are emotional about this and we have our thoughts and feelings just like you do. Why can't we express some emotion about our "way of life" changing? Consider how you would feel if this were happening in your backyard.

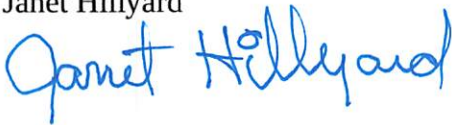
We understand that "change" happens and there will be growth, but do we need to put the absolute maximum number of residences on a property that it can hold? The most of the most?? Mostly to benefit the Developers? We have been informed of the State Regulations that require cities to provide "affordable housing", and Smithfield has taken that on and already approved several projects that will meet that requirement. Our understanding is that each re-zone request is carefully looked at and ALL things are taken into consideration. My hope is that these re-zones aren't just pushed through to be "fair" to the Developers (ie: if one got it approved then we have to approve all).

We want to be heard and considered as VALUED residents of Smithfield. Most Developers don't live here. They build it and then leave it for us to "live with". It's no secret that the city is growing, but we need to be smart about what and how we are going about it. Sure, the developers submit these nice plans with roads and little walking paths, parks and swimming pools, but as soon as you drive out of that development we still have old roads and not enough city personnel to handle the increased traffic and people. We feel that approving that much property all in one area to MPC Development will cause significant problems in the future. We need an advocate! This is not just little squares on blueprints, it is peoples lives you are affecting by your decisions. Please consider all of us.

There will still be a large number of new residences added by approving a zone that allows single family homes in this area. We feel that we will be doing "our part" with the changes happening in Smithfield by having to accept and deal with the zoning and building that has already been approved in our area. We are opposing the approval of MORE of the MPC zoned property in our neighborhood.

Thank you,

Janet Hillyard



Those of us in the area of another proposed MPC-PUD development, Would have never built our homes here knowing what is now proposed.

The master plan did not suggest such an atrocity an insult to our community.

The city of Smithfield has done is part in approving several other MPC-PUD developments, apparently in trying to appease the State of Utah's request. This one just doesn't fit!

Lets take some time watch and see how the currently approved MPC-PUD developments evolve. For the time being I suggest a moratorium on MPC-PUD developments and sticking to Smithfield City's master plan.

Let us stop catering and pandering to developers that have no concern for Smithfield City and the Community that has been established and so greatly appriciated by its residents.



E. Lee Helms
485 N 400 W
Smithfield, Ut.
435-770-0078

ORDINANCE NO 23-23

AN ORDINANCE AMENDING TITLE 17, ZONING OF THE SMITHFIELD MUNICIPAL CODE, BY AMENDING THE ZONING MAP OF SMITHFIELD CITY.

BE IT ORDAINED by the City Council of Smithfield City, Utah as follows:

That certain map or maps entitled "Zoning map of Smithfield City, Utah" is hereby amended and the following described property is hereby rezoned from A-10 (Agricultural 10-Acre) to R-1-10 (Single Family Residential 10,000 Square Feet).

Approximate Property Location: On the southwest corner of 440 North 800 West

Cache County Parcel Numbers: 08-039-0015, 08-089-0003 and 08-089-0004

Parcel Number 08-039-0015

A portion of the SW1/4 of Section 21 & the NW1/4 of Section 28 & the NE1/4 of Section 29 & SE1/4 of Section 20, Township 13 North, Range 1 East, Salt Lake Base & Meridian, Smithfield, Utah, more particularly described as follows:

Beginning at a point on the west line of 800 West Street, located East 36.30 feet from the Northeast Corner of Section 29, T13N, R1E, S.L.B.&M. (Basis of Bearing: S0°17'11"E along the Section line between the Northeast Corner and the East 1/4 Corner of Section 29, T13N, R1E, SLB&M); thence S0°17'11"E along said westerly line 66.00 feet; thence S89°40'24"W 657.63 feet; thence N0°19'36"W 324.27 feet to the south line of 6200 North Street; thence along said south line the following 2 (two) courses and distances: southeasterly along the arc of a 2,980.00 foot radius non-tangent curve (radius bears: S1°02'57"W) to the right 52.05 feet through a central angle of 1°00'03" (chord: S88°27'01"E 52.05 feet); thence S87°57'00"E 606.18 feet to the west line of 800 West Street; thence S0°19'36"E along said west line 231.43 feet to the point of beginning.

Contains 4.70+/- Acres

Parcel Number 08-089-0004

A portion of the SW1/4 of Section 21 & the NW1/4 of Section 28 & the NE1/4 of Section 29 & SE1/4 of Section 20, Township 13 North, Range 1 East, Salt Lake Base & Meridian, Smithfield, Utah, more particularly described as follows:

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south line of 6200 North Street; thence along said south line the following 3 (three) courses and distances: S88°25'00"E 81.38 feet; thence S89°01'00"E 597.22 feet; thence along the arc of a 2,980.00 foot radius curve to the right 3.43 feet through a central angle of 0°03'57" (chord: S88°59'01"E 3.43 feet); thence S0°19'36"E 324.27 feet; thence N89°40'24"E 657.63 feet to the point of beginning.

Contains 22.99 +/- Acres

Cache County Parcel Number: 08-089-0003

A portion of the NW1/4 of Section 28 & the NE1/4 of Section 29, Township 13 North, Range 1 East, Salt Lake Base & Meridian, Smithfield, Utah, more particularly described as follows:

Beginning at a point on the west line of 800 West Street, located East 36.30 feet and S0°17'11"E along said westerly line 503.14 feet from the Northeast Corner of Section 29, T13N, R1E, S.L.B.&M. (Basis of Bearing: S0°17'11"E along the Section line between the Northeast Corner and the East 1/4 Corner of Section 29, T13N, R1E, SLB&M); thence S0°17'11"E along said westerly line 272.05 feet to a Boundary Line Adjustment described in Book 2163 Page 1856 of the Official records of Cache County; thence N89°09'00"W along said Boundary Line Adjustment 642.54 feet; thence N9°19'15"E 275.00 feet; thence S89°09'00"E 596.64 feet to the point of beginning.

Contains 3.87+/- Acres

APPROVED by the Smithfield City Council this 23rd day of August, 2023.

SMITHFIELD CITY CORPORATION

Kristi Monson, Mayor

ATTEST:

Justin B. Lewis, City Recorder

Parcel Map



8/9/2023, 12:26:26 PM

- Override 1

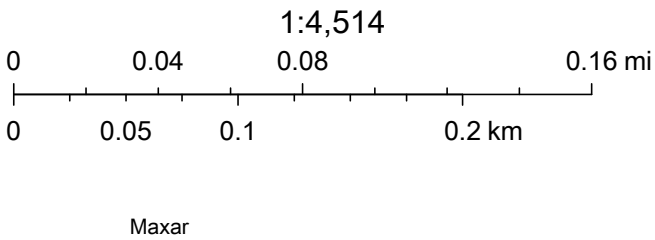
Class B Surface Type

ASPHALT
- GRAVEL

DIRT

Municipal Boundaries
- County Boundary

Cache Parcels







PARCEL 08-039-0015

A portion of the SW1/4 of Section 21 & the NW1/4 of Section 28 & the NE1/4 of Section 29 & SE1/4 of Section 20, Township 13 North, Range 1 East, Salt Lake Base & Meridian, Smithfield, Utah, more particularly described as follows:

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PARCEL 08-089-0004

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Contains: 22.99+/- acres

PARCEL 08-089-0003

A portion of the NW1/4 of Section 28 & the NE1/4 of Section 29, Township 13 North, Range 1 East, Salt Lake Base & Meridian, Smithfield, Utah, more particularly described as follows:

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Contains: 3.87+/- acres



Smithfield City Staff Report

Community Development Department
Administration • Engineering • Planning • Zoning

Visionary West 800 West Rezone

August 16, 2023

This staff report is an analysis of the application information base on adopted city codes, standard city development practices and other available information. This report is to be used to review and consider the merits of the application. Additional information may be provided, that supplements or amends this report.

Project Information

Parcel ID: 08-039-0015

Applicant: Visionary Homes

Parcels: 08-089-0003

Action Type: Legislative

08-089-0004

Staff Recommendation: None

City Meeting: Planning Commission

Project Location

Location:
440 North 800 West
Smithfield, Utah

Lot Size:
31.56 Acres

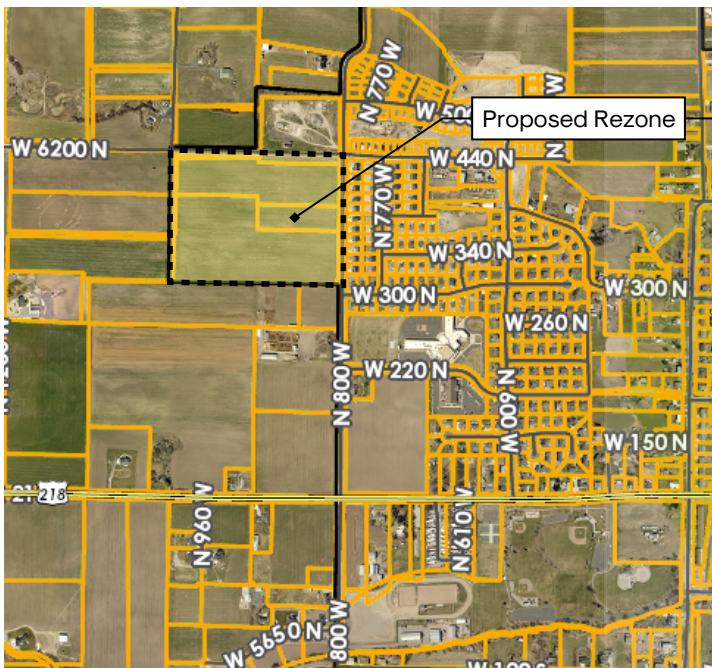
Surrounding Uses:
North - Agricultural/County (A-10)
South - County
East - Residential (R-1-10)
West - County

Current Zoning:
A-10 Agricultural

Proposed Zoning:
R-1-10 Residential

Project Summary

Visionary Homes is requesting a rezone of the three properties that are located approximately West of 800 West and 440 North. The future land use map, shows the proposed property as agricultural. They are just South of the city owned parcel on 440 North.



08/08/2023

Smithfield City Community Development
96 South Main Street, Smithfield, Utah 84335

Phone: (435) 563.6226
Email: info@smithfieldcity.org

<http://smithfieldcity.org/comdev>
Administration • Engineering • Planning • Zoning

Page 1

ORDINANCE NO. 23-22

WHEREAS, the City Council of Smithfield City, Cache County, Utah, passed and adopted the Smithfield Municipal Code on November 11, 2015; and

WHEREAS, the City Council has determined there is a need to update, repeal, amend and/or modify certain provisions contained in the referenced Municipal Code;

NOW, THEREFORE, the City Council of Smithfield City, Utah hereby adopts, passes and publishes the following:

**AN ORDINANCE AMENDING THE SMITHFIELD CITY MUNICIPAL CODE
TITLE 17 “ZONING REGULATIONS”, CHAPTER 17.100 “SITE
DEVELOPMENT AND LANDSCAPING”, ADDING IN ITS ENTIRETY
SECTION 17.100.055 “WATERWISE LANDSCAPING REQUIREMENTS”.**

BE IT ORDAINED BY THE CITY COUNCIL OF SMITHFIELD CITY, CACHE COUNTY, UTAH, AS FOLLOWS:

1. The following sections shall be amended as indicated. Those portions which are ~~struck out~~ shall be deleted and those that are highlighted in yellow shall be added.

17.100.055 WATERWISE LANDSCAPING REQUIREMENTS
--

The State of Utah as created a landscape incentive program labeled "Utah Water Savers". Water efficient landscapes can be reviewed and applied for at:

<https://conservewater.utah.gov/landscape-rebates/>

Eligibility for waterwise rebates composed by the state, must meet the minimum standards defined for both new and existing landscape conversion:

- A. No lawn on parking strips or areas less than eight feet (8') in width in new development.
 - B. No more than fifty percent (50%) of front and side yard landscaped area in new residential developments is lawn. Lawn limitations do not apply to small residential lots with less than two hundred fifty (250) square feet of landscaped area.
 - C. In new commercial, industrial, institutional and multi-family development common area landscapes, lawn areas shall not exceed twenty percent (20%) of the total landscaped area, outside of active recreation areas.
2. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, in whole or in part, the same shall not affect the validity of the Ordinance as whole, or any other part thereof.
 3. All ordinances, and the chapter, clauses, sections, or parts thereof in conflict with provisions of this ordinance are hereby repealed, but only insofar as is specifically provided for herein.

4. This ordinance shall become effective after the required public hearings and upon its posting as required by law.

THIS ORDINANCE shall be attached as an amendment to the Smithfield Municipal Code above referred to.

Approved and signed this 23rd day of August, 2023

SMITHFIELD CITY CORPORATION

Kristi Monson, Mayor

ATTEST:

Justin B. Lewis, City Recorder

Open and Public Meetings Information

A quorum of the council is three council members.

A quorum is not two council members and the mayor.

The mayor only votes in the event of a tie and the absence of one council member.

All meetings of the council are to have an audio recording and written meeting minutes.

All meetings of the council must be advertised and are currently advertised at the city office building, library, city website, and the Utah Public Notice Website.

The same rules apply to the planning commission.

Any council member with a conflict of interest needs to announce the conflict before an item is discussed and give a reason for the conflict. The council member is allowed to participate in the discussion and vote if they choose to do so or they can abstain from the discussion and vote.

Any vote of the council requires a yes or no from each council member and the vote of each council member must be specifically listed in the meeting minutes.

Any vote to approve or amend the budget requires a public hearing beforehand.

Most land-use items requiring a vote must also have a public hearing beforehand.

Administrative items do not require a public hearing.

The city council is required to meet at least once per month.

Resolutions do not require a public hearing unless it is specifically required.