

DOWNTOWN CLEARFIELD FAÇADE AND SITE IMPROVEMENT PROGRAM



APPLICATION PACKET

The Downtown Clearfield Façade and Site Improvement Program is designed to improve the overall appearance of Clearfield's North Main Street corridor by providing an incentive for businesses to make investments that improve the visual appearance and condition of their property.

The Program may provide matching grants up to \$25,000 per property for façade and/or site improvements for those applicants who are selected based upon qualifications, funding, overall project impact to the City, as well as other factors. To qualify for consideration, the project must result in visible improvement / enhancement of the overall façade and/or site (e.g. not just sign replacement or minor repairs).

The Program has been funded with \$100,000 of start-up capital budgeted by the Clearfield Community Development and Renewal Agency (CDRA) for fiscal year 2015.

How does this work?

The CDRA may provide a 1:1 match up to a maximum of \$25,000 for qualifying improvements to the façade and/or site. Matching funds must be from private investment – not from other governmental/public funds. A trust deed will be recorded on the property, allowing the CDRA to be reimbursed for the grant when the property sells. However, if the property is not sold within 10 years of the grant, the trust deed will be reconveyed.

What are the program boundaries?

Commercial properties with frontage on North Main Street (SR-126) from Center Street to the City's north boundary are eligible to be considered for participation in the program.

Who can apply for the grant?

Any owner or tenant of a commercial building within the program boundaries may apply (owner consent required).

IMPORTANT: *Please check with the City before starting any demolition or construction work. Most projects will require building permits and Planning Commission approval.*

Design Guidelines

All projects must comply with Clearfield's Design Standards (City Code Title 11 Chapter 18). All construction must comply with all building, fire, electrical, plumbing, zoning and subdivision codes. You may also be required to obtain approval from the Planning Commission. Contact the Community Development office at 801-525-2780 for more information.

Conditions of Default

All property taxes, utility bills, and assessments on the property must be current before the application will be processed and before funds may be released.

In addition, if you are awarded program funds, property taxes must be kept current while the deed is in place or penalties will apply, extending the repayment period by one year for each year of delinquency. Delinquent taxes shall have that same meaning as used by the Davis County Treasurer.

Deadline for Submittal of Completed Application:

January 30, 2015 at 5:00 PM

Application Process

How long does it take? Steps 1 through 5 depend on your own ability to get materials prepared and submitted. We're here to help.

- Step 1: You've already completed it! Thanks for letting us know you're interested, picking up or downloading from the website an application, and giving us some basic info about your project.
- Step 2: Meet with Scott Hess, Development Services Manager, to review your preliminary design. Mr. Hess will help you identify any additional information needed and answer questions about city codes.
- NOTE: Depending on the scope of work, you may need approval from the Planning Commission. The Development Services Manager will help you determine if this is necessary. ***Any approvals required by the Planning Commission (or administrative land use approvals) will be a separate process from this grant application.***
- Step 3: Finalize your renovation plans, which must be clear and to scale. Consultation with a licensed architect or engineer is advised.
- Step 4: Obtain a complete preliminary cost estimate from a licensed contractor, which covers the work to be accomplished.

How long does it take? Step 12 cannot be completed until 10 years after grant disbursement.

Step 12: If the property has not been sold after 10 years from the date of the grant disbursement, request reconveyance of the trust deed from the City.

Contact Information

City staff are ready to guide you through the application process. Contact us at:

Development Services Manager

Scott Hess

scott.hess@clearfieldcity.org

Phone: (801) 525-2785

Assistant City Manager

JJ Allen

jj.allen@clearfieldcity.org

Phone: (801) 525-2788

Clearfield City Hall

55 S. State Street

Clearfield, UT 84015

DEVELOPMENT AGREEMENT

for
ROSENBERG/HANSEN SUBDIVISION
between
CLEARFIELD CITY CORPORATION
and
JOHN W. HANSEN & ASSOCIATES

THIS AGREEMENT is entered into this ____ day of _____ 2014, by and between Clearfield City Corporation (the “City”), a Utah Municipal Corporation, and John W. Hansen & Associates, a Utah Limited Liability Company, John W. Hansen, Manager (“Developer”).

RECITALS

- A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, located at approximately 1000 South University Park Boulevard, more particularly described in Exhibit A hereto and known as the “Property.”
- B. Developer either owns or has a contractual right to purchase the Property.
- C. The Developer desires to develop the Property according to the Rosenberg/Hansen Subdivision Plat and Improvement Drawings as well as incorporating any changes thereto as set forth in the approved final subdivision plat to be recorded with the Davis County Recorder’s Office, which documents are attached hereto as Exhibit B (the “Plat”).
- D. On _____, the City approved the Plat submitted by the Developer for the development of the Property.
- E. Developer and City are entering into this Development Agreement as part of the subdivision approval process for the development of the Property.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

1. Developer’s Undertaking

- A. Developer hereby agrees to construct and to install, all improvements described in the Plat and Improvement Drawings. In the event that Developer does not complete such improvements according to the specific plans set forth in the Plat and Improvement Drawings, the City shall have the right to cause such work to be done as is necessary to reasonably complete the installation of the improvements and Developer shall be liable for the cost of such additional work.

In addition this development may require new water, sanitary sewer and storm sewer lines to be installed. The Developer shall be responsible for installing those lines in accordance with City standards and in addition to the other improvements on the Plat.

No building permits shall be issued for construction of the town homes in the subdivision until the City has approved the final Subdivision Plat and the final Site Plan.

B. All housing units within the development of the Property shall be two-family dwellings (town homes) and shall have a two-car garage and one additional parking space.

C. Residential units shall have at least 1500 square feet of finished floor area above grade. No slab on grade construction without footings is allowed.

D. Each main building on the Property shall have the setbacks, front yards, back yards and side yards as shown on the approved Final Site Plan.

E. Each unit shall have front elevations shall have at least fifty percent (50%) brick or forty percent (40%) rock. All side and rear exterior finishes may be brick, stucco, rock, masonry, or combinations thereof.

F. Developer shall construct residential units on the Property in substantial conformance with the plans and elevations presented to the City during the approval process which elevations shall be kept on file in the records of Clearfield City. Developer, or its assigns, may modify the plans and elevations for the residential units on the Property provided that such modifications satisfy the requirements of paragraphs 1(B), 1(C) and 1(E) of this Agreement and further provided that such modifications of the plans and elevations shall be presented to and approved by the Planning Commission and the City Council.

G. Developer agrees to provide at least twenty-five percent (25.0%) of the newly developed Property to remain as open space. Developer shall construct, install, and pay for all improvements related to the open space and it shall have shrubs, trees and grass covering that shall be mowed, watered and maintained. Developer shall establish a homeowners association to be responsible for all aspects of maintenance of the open space as well as all surface improvements on private property including streets and rights of way throughout the Property. Should the homeowners association fail to maintain the open space, the City shall have the right, but not the obligation to perform such maintenance and bill the charges therefore to the individual homeowners on a pro-rated basis.

H. The Developer shall record this Agreement as covenants running with the lots and land in the Development and indicate on the approved Final Subdivision Plat the existence of this Agreement and the recording data therefore.

~~I. The Developer shall install vinyl fencing around the property.~~

J. The Developer must comply with the City's requirements for guaranteeing the installation and warranty of all subdivision improvements pursuant to the City's subdivision ordinance and all other applicable laws.

2. City's Undertakings.

A. The City shall approve the final subdivision plat for the development of the Property, provided that such final plat is consistent with the Plat and conforms to all applicable laws. The City will record the approved final plat with the Davis County Recorder's Office as required by law.

B. Pursuant to the City's subdivision ordinance, following approval of the final subdivision plat by the City Council, but before approval from the City Attorney or recording of the final plat with the Davis County Recorder's Office, the City will verify that proper assurances (escrow account and agreement, and/or surety bond) are in place to guarantee the satisfactory installation and warranty of the subdivision improvements

3. General Terms and Conditions.

A. Integration Clause. This Document and those incorporated by reference constitute the entire agreement between the Parties and may not be amended except in writing signed by the Parties.

B. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

C. Attorneys' Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, provisions on the part of the other part arising out of the Agreement, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorneys' fees.

D. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Second Judicial District Court, Farmington Department, State of Utah.

E. Remedies for Breach. In addition to any other remedies allowed under law or equity, the parties shall specifically be entitled to specific performance of the terms and conditions under this Agreement.

F. Successors and Assigns of the Parties. This Agreement shall be binding upon the parties and their successors and assigns, and where the term "Developer", "Party" or "Parties" is used in this Agreement it shall mean and include the successors and assigns of Developer. In addition, Developer may assign the rights to develop part of the Property

to a third party pursuant to the terms of this Agreement, provided that such third party agrees in writing to be bound by the terms of this Agreement and that such written agreement to be bound has been provided to the City.

G. Headings. The paragraph headings of this Agreement are for the purposes of performance only and shall not limit or define the provisions of this Agreement or any of said provisions.

H. Severability or Partial Validity. If any term, covenant, paragraph, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such remaining term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

I. Warranty of Authority. Each party signing or executing this Agreement warrants that they have full authority to sign this Agreement and by signing said Agreement do bind the parties thereto.

J. Warranty Inspections. The Developer agrees to reimburse the City or pay directly to the City's engineer any costs associated with the intermediate and final warranty inspections that are required prior to acceptance of the subdivision improvements by the City.

IN WITNESS WHEREOF, the Developer and Clearfield City have executed this Agreement effective as of the date first above written.

CLEARFIELD CITY CORPORATION,
A Utah Municipal Corporation

John W. Hansen & Associates
A Utah Limited Liability Company

By: _____
Mark R. Shepherd, Mayor

John W. Hansen, Manager

ATTEST:

Rosenburg, Owner

By: _____
Nancy R. Dean, City Recorder

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the _____ day of _____, 2014 personally appeared before me, Mr. John K. Ryan and Mr. Marvin Murri, as signers of the foregoing document, who duly acknowledged to me that they have corporate authority on behalf of Hamblin Investment Group, LLC to execute the same, and did so on behalf of the Limited Liability Company.

NOTARY PUBLIC

Residing: _____

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On _____ of _____, 2014 personally appeared before me, Mark R. Shepherd and Nancy R. Dean, who being by me duly sworn did say, that they are the Mayor and

City Recorder of Clearfield City Corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of the City Council and the said, Mark R. Shepherd and Nancy R. Dean, acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing: