CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
AGENDA AND SUMMARY REPORT
July 08, 2025 - POLICY SESSION

Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

55 South State Street
Third Floor
Clearfield, Utah

***** CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) TO CONVENE IMMEDIATELY FOLLOWING THE POLICY SESSION SCHEDULED AT 7:00 P.M. *****

CALL TO ORDER:
Chairman Tim Roper

APPROVAL OF MINUTES:
May 27, 2025 – policy session

SCHEDULED ITEMS:

1. CONSIDER APPROVAL OF THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH CRUSH GOLF AND GRILL

   BACKGROUND: The applicant is offering a golf and entertainment venue in the Legend Hills area on a portion of approximately 16 acres of land he is purchasing to develop as a mix of complementary commercial and retail uses. The first phase of the project is the golf venue, which will use about 9.5 acres of the site. The remaining land is planned for office, retail, or similar commercial development. Planning staff has run the analysis pertinent to the incentive payment exception in UCA §11-41-103(2) and has found that the area meets this requirement. The requested incentive is strictly financial – no reductions in regulations or design requirements have been proposed or approved. The agreement focuses on allowable cost adjustments to help the project move forward.

   RECOMMENDATION: Approve the Economic Development Incentive Agreement with Crush Golf and Grill and authorize the Chairman's signature to any necessary documents.

*****ADJOURN AS THE COMMUNITY DEVELOPMENT & RENEWAL AGENCY*****

Posted the 3rd day of July 2025

____
Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website - clearfield.city, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy Dean at Clearfield City, Nancy.dean@clearfieldcity.org & 801-525-2714.

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:15 PM POLICY SESSION
May 27, 2025

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Chairman Tim Roper

PRESENT: Director Karece Thompson, Director Nike Peterson, Director Tim Roper, Director Dakota Wurth, Director Megan Ratchford

ABSENT: Director Mark Shepherd

STAFF PRESENT: Assistant City Manager & Economic Development Director Spencer Wayne Brimley, Deputy Recorder Chersty Titensor, City Recorder Nancy Dean, City Attorney Stuart Williams, Communications Manager Shaundra Rushton, Community Services Director Eric Howes, Police Chief Kelly Bennett, Finance Manager Rich Knapp, Senior Accountant Lee Naylor, Planner Tyson Stoddard, Public Works Director Adam Favero, Community Development Director Stacy Millgate

VISITORS: None

Chairman Roper called the meeting to order at 8:56 p.m.

<u>APPROVAL OF MINUTES</u>
February 11, 2025 – work minutes
February 25, 2025 – policy session
April 1, 2025 – work session
May 13, 2025 – policy session

Director Thompson informed the City Recorder that there was a set of minutes that identified him as Chair Thompson instead of Director.

Director Wurth moved to approve the February 11, 2025 work session minutes, the February 25, 2025 policy session minutes, April 1, 2025 work session minutes and the May 13, 2025 policy session minutes as amended by Director Thompson, seconded by Director Thompson.

RESULT: **Passed [5 TO 0]**
YES: Director Thompson, Director Peterson, Director Roper, Director Wurth, Director Ratchford
NO: None
ABSENT: Director Shepherd

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2026 (FY26) BUDGET

Spencer Brimley, Assistant City Manager and Economic Development Director, said each year the CDRA was required to adopt a budget. The tentative budget had been adopted May 13, 2025 and this was the formal adoption of the final budget.

Chairman Roper opened the public hearing at 8:58 p.m.

There were no public comments.

Director Thompson moved to close the public hearing at 8:58 p.m., seconded by Director Peterson.

RESULT: **Passed [5 TO 0]**
YES: Director Thompson, Director Peterson, Director Roper, Director Wurth, Director Ratchford
NO: None
ABSENT: Director Shepherd

APPROVAL OF RESOLUTION 2025R-02 TERMINATING AND DISSOLVING REDEVELOPMENT PROJECT AREA 7 WITHIN THE WESTSIDE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA PLAN

Spencer Brimley, Assistant City Manager and Economic Development Director, explained that this was the dissolution of RDA 7 that had expired. The CDRA was required to adopt a resolution.

Director Ratchford moved to approve Resolution 2025R-02 terminating and dissolving Redevelopment Project Area 7 within the Westside Central Business District Redevelopment Project Area Plan, seconded by Director Wurth.

RESULT: **Passed [5 TO 0]**
YES: Director Thompson, Director Peterson, Director Roper, Director Wurth, Director Ratchford
NO: None
ABSENT: Director Shepherd

APPROVAL OF RESOLUTION 2025R-03 ADOPTING THE FISCAL YEAR 2026 (FY26) BUDGET

Director Thompson moved to approve Resolution 2025R-03 adopting the fiscal year 2026 budget, seconded by Director Ratchford.

RESULT: **Passed [5 TO 0]**
YES: Director Thompson, Director Peterson, Director Roper, Director Wurth, Director Ratchford
NO: None
ABSENT: Director Shepherd

Director Thompson moved to adjourn as the Community Development and Renewal Agency and reconvene as the City Council in a Work Session at 9:01 p.m., seconded by Director Wurth.

RESULT: Passed [5 TO 0]
YES: Director Thompson, Director Peterson, Director Roper, Director Wurth, Director Ratchford
NO: None
ABSENT: Director Shepherd

APPROVED AND ADOPTED
This day of 2025

/s/ Tim Roper, Chairman

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 27, 2025.

/s/ Nancy R. Dean, City Recorder

Clearfield City
we've got it made

STAFF REPORT

TO: Chairman Roper and Board of Directors

FROM: Spencer Wayne Brimley, Assistant City Manager

MEETING DATE: July 8, 2025

SUBJECT: Discussion and Action - Deferral/Incentive Agreement for Crush Golf & Grill

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RECOMMENDED ACTION

Approve the deferral / incentive agreement for Clearfield Crush Golf and Grill entertainment venue and authorize the Chair's signature to any necessary documents.

DESCRIPTION / BACKGROUND

The applicant Matt Gertge is offering a golf and entertainment venue in the Legend Hills area on a portion of the land he is purchasing. He is acquiring approximately 16 acres of commercial property to develop a mix of complementary commercial and retail uses. The first phase of the project is the golf venue, which will use about 9.5 acres of the site. The remaining land is planned for office, retail, or similar commercial development.

Incentive Considerations Utah Code 11-41

Utah Code 11-41 provides guidelines and requirements for municipalities to offer incentives for retail projects. Since the proposed project qualifies as a retail use, it falls under these regulations. The law was created to prevent municipalities from shifting resources between projects in a way that undermines broader economic development efforts. While retail incentives are generally restricted, the code allows for specific exceptions under certain conditions. Staff has reviewed these exceptions with Legal and City Administration and confirmed compliance with the statutory requirements, or more so the exceptions in order to provide an incentive.

The qualifying exception pertains to 11-41-103 (2) which states,

"Notwithstanding Subsection (1), a public entity may make a retail facility incentive payment for:
a) a retail facility located entirely within a census tract in which more than 51% of residents have a household income at or below 70% of the county area median income.

Planning staff has run the analysis pertinent to this exception and has found that the area meets this requirement as it pertains to census tract 1258.10. The data shows the following:

- County Median – $108,058
- 70% of County Median – $75,641
- Estimated # of Tract 1258.10 below $75,641 – 622/1177
- Estimated % of Tract 1258.10 below $75,641 – 55.40%

The requested incentive is strictly financial—no reductions in regulations or design requirements have been proposed or approved. The agreement focuses on allowable cost adjustments to help the project move forward. Since some incentives involve utilities and impact fees, staff recommends that the CDRA cover these fees rather than waiving them, ensuring that critical infrastructure funding remains intact. Maintaining financial support for infrastructure improvements and upkeep is essential to meeting citywide needs.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

Improving Clearfield Image Livability and Economy by assisting with a high-quality economic development project that will bring new business to the city and open the door for future complementary projects in this area of the city.

HEDGEHOG SCORE

24

FISCAL IMPACT

The city, via the CDRA, has chosen to pay the costs of this project to assist the development and to lend their support. The city can also decide to reduce fees and costs to a point that would be beneficial to the applicant. Paying fees would be required for any impact or utilities costs, as that is a growing need for the city and exempting those fees would simply be an unwise decision. The council has the authority to deny or approve an incentive for this project. Staff believes the best approach is to cover the costs of the permits, fees, and external agencies. All fees would be paid by the CDRA through Fund 20 and the recouping of fees could be accomplished through the future growth in taxable value for the project. Staff now has actual amounts for costs and discovered the amount for the incentive is $179,383, which is lower than previously proposed. This amount would include the CDRA covering the North Davis Fire and North Davis Sewer costs rather than a potential splitting between the developer and the city. North Davis Sewer came in much lower at $37,669 (previous amount was just over $68,000) and North Davis Fire came in a little higher at $3,200 (previous amount was $1,900). The agreement is structured as a deferral of fees and costs for a certain time rather the waiving of fees. As proposed in the agreement the "deferral" will become an "incentive" for the project and the developer will no longer be liable for fees to be paid when certain tasks are completed or time has occurred for the completion of the project.

ALTERNATIVES

While the City and CDRA may choose not to proceed with the incentive agreement, staff would advise against this approach. The developer has proceeded in good faith with the project based on the previous indication that the City and CDRA was in favor of providing an incentive.

SCHEDULE / TIME CONSTRAINTS

The development is under way at this time, with the site being grubbed and prepped for construction.

LIST OF ATTACHMENTS

- Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into this ___ day of __________________, 2025, ("Effective Date") by and between the **Community Development and Renewal Agency of Clearfield City** ("Agency"), **Clearfield City** ("City") a Utah municipal corporation, and **Clearfield Crush Golf & Grill,** a Utah Corporation ("Company"). The Agency, City, or Company may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. The Agency and the City seek to promote economic development, business retention, job creation and retention, and increased place making within its jurisdiction.
B. The Agency and the City seek to ensure the continued growth of the City as the economic center of Davis County.
C. The Agency and the City are committed to investing in projects and initiatives that support its long-term economic stability and enhance its appeal to businesses, residents, and visitors alike.
D. The Company seeks to construct and operate an entertainment and retail facility of approximately 32,000 square feet in size within the corporate limits of City, to be known as Clearfield Crush Golf & Grill (the "Project").
E. The Agency and City believe the Project aligns with their shared vision to enhance regional prosperity, maintain a high quality of life, and drive competitive advantages in the region.
F. The Agency and the City believe that working together to defer both application and impact fees for the Project, with the expectation that said deferred fees will ultimately be waived as an incentive for the Company to timely complete the Project is in the best interest of the public.
G. To incentivize the timely completion of the Project, the City will defer both the application and impact fees that the Company would otherwise owe the City for said Project, and the Agency agrees to compensate the City in an amount equal to any deferral made by the City that becomes an incentive.
H. The City has determined that the Project, being a retail facility located entirely within a census tract in which more than 51% of residents have a household income at or below 70% of the county area median income, lawfully meets the allowable exception outlined in Utah Code Ann. § 11-41-103(2), Prohibition on Retail Facility Incentive Payments Act.
I. The Parties understand and intend that this Agreement is an "Incentive Agreement" within the meaning of and entered pursuant to the terms of Utah Code Ann. § 11-41-101 *et. seq.*, Prohibition on Retail Facility Incentive Payments Act.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. AGENCY AND CITY COMMITMENTS

To ensure the viability of the Company's Project and to meet the goals for the Agency and City, the Agency and the City agrees as follows:

1.1 The City shall provide a deferment of development application, review, and building permit fees in a sum not to exceed $163,663.00 ("Deferred Fees") subject to the terms set forth in Section 1.3 below.

1.1.1 The Agency shall compensate the City in an amount equal to any deferral of fees made by the City in section 1.1 above at such time the deferral becomes an incentive, as outlined in section 1.3 below.

1.2 The City shall provide a deferment of City imposed impact fees as outlined in the attached incentive agreement, (Exhibit B) (the "Deferred Fees") subject to the terms set forth in Section 1.3 below. City imposed impact fees shall include sewer, streets, storm drain, North Davis Sewer District and North Davis Fire District's fee.

1.2.1 The Agency shall compensate the City in an amount equal to any deferral of fees made by the City in section 1.2 above at such time the deferral becomes an incentive, as outlined in section 1.3 below.

1.3 The deferments in this Section 1 shall be for the lesser of (i) a period of five (5) years commencing on the date a building permit is issued, or (ii) the period of time for the City to receive an amount equal to sales and use taxes and property taxes collected by the City arising from the Project (the "Deferment Period"). After the Deferment Period, the deferments under Section 1.1 and 1.2 shall be converted to an incentive under this Agreement with no further obligation of the Company to pay such deferrals or reimbursements including the Deferred Fees. In the event Company does not complete the commitments set forth in Section 2, Company shall reimburse the City all costs deferred in Sections 1.1 and 1.2 above within 60 days of Notice of and event of default being delivered (see Section 4 below).

2. COMPANY COMMITMENTS

In exchange for the support of the Agency and City Commitments during the Deferment Period, the Company agrees to:

2.1 Construct and operate an entertainment and retail facility, approximately 32,000 square feet in size, within the corporate limits of City.

2.2 Maintain operations of the facility within the corporate limits of City for a period no less than the Deferment Period.

2.3 Begin construction of sitework of the Project by June 11, 2025, and obtain a Certificate of Occupancy by May 31, 2026, subject to force majeure conditions.

2.4 The Project shall add taxable value for property tax purposes to the City after the Certificate of Occupancy is issued through the Deferment Period of not less than eleven million dollars ($11,000,000.00) for real and business personal property combined.

3. REPORTING REQUIREMENTS

Commencing the year in which a certificate of occupancy is issued for the Project, as defined under section 2 of this agreement. The Project shall include not less than the 32,000 SF building, all required landscaping, parking facilities, and improvements outlined in the land use approval from the City. The Company shall deliver an annual written report to the City Manager, or designee on or before January 31st of each year through the Deferment Period for the prior calendar year in the form attached hereto as Exhibit A . Company may mark the report as proprietary and confidential if necessary to protect information under Utah's public record laws (GRAMA).

4. DEFAULT

4.1 Events of Default. Company is in default under this Agreement upon the happening of one or more of the following events or conditions.

4.1.1 If a warranty or representation made by Company to the Agency or the City herein is false or proves to have been false in any material respect when it was made.

4.1.2 A finding and determination made by the Agency or the City that, upon the basis of substantial evidence, Company has not complied with Section 2 of this Agreement.

4.2 Procedure Upon Default.

4.2.1 After the occurrence of a default under Section 4.1, the Agency or the City may exercise a right to declare an "Event of Default" by authorizing the City Manager, or designee to give Company written notice specifying the nature of the alleged default. Company shall have sixty (60) days (or, if the default is not susceptible to cure within the 60-day period, such longer period as is reasonably necessary and agreed upon to cure the default) after receipt of written notice to cure the Event of Default. If the Event of Default is not cured within the cure period described above, the Agency or City may terminate this Agreement by giving written notice to the Company. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any Event of Default, nor shall it change the time of such default.

4.2.2 The Parties agree that the acceptable cure if the Agency or the City delivers notice of an Event of Default, shall be, among other things, the payment within the cure period, of the prorated share of Deferred Fees set forth in Section 1.1 and 1.2 above minus any sales and use taxes and property taxes collected by the Agency arising from the Project. Proration shall be calculated based on the number of months out of a total of 60 months the Company is in default.

4.2.3 The Agency and the City do not waive any claim of default in performance by Company, if on periodic review the Agency or the City determines the Company to be in default but does not propose to modify or terminate this Agreement.

4.2.4 Any default or inability to cure a default caused by strikes, lockouts, pandemics or health related crisis, Force Majeure, governmental restrictions or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a default.

4.2.5 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the Parties to pursue in the event there is an incurred Event of Default.

5. LIMITATIONS AND REIMBURSEMENTS

5.1 The Agency's total liability under this Agreement shall not exceed $196,450.00 in compensation to the City for waived building permit fees, impact fees, public infrastructure improvements, and related charges.

5.2 The City's total liability under this Agreement shall not exceed $196,450.00 in waived building permit fees, impact fees, public infrastructure improvements, and related charges.

5.3 Transferability. This Agreement is personal in nature and shall not be transferred to another company, individual, or entity, without the express written approval of the City.

6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and terminate upon the earlier of:

6.1 The full completion of the Project and satisfactory completion of the Company's commitments under Section 2; or

6.2 June 1, 2031.

6.3 Either party may terminate this Agreement for cause with 90 days written notice, subject to the default and cures set forth in Section 4 above. Company may terminate this

Agreement without cause with 30 days' written notice prior to a certificate of occupancy being issued for the Project.

7. **FORCE MAJEURE**

For purposes of this Agreement, the term "Force Majeure" shall mean and refer to (a) labor disputes, strikes, lockouts, action of labor unions; (b) inability after expending reasonable efforts to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; (c) fire, earthquake, floods, explosion, act of God, epidemic, pandemic, severe and adverse weather conditions; (d) war, invasion, riots, insurrections, civil commotion, mob violence, sabotage, act of the public enemy, terrorist acts; (e) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts or failures to act by the Agency or any other governmental entity or their respective agents or employees, unforeseeable governmental restrictions, regulations or controls; or (f) other causes beyond the reasonable control of Company after the exercise of due diligence. Force Majeure shall not include delays caused by Company's lack of, or inability to obtain, funds.

8. **MISCELLANEOUS**

8.1 **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Utah.

8.2 **Amendments**. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the Parties hereto.

8.3 **Notices**. All notices required under this Agreement shall be sent to the following addresses:

If to the Agency:

Community Development and Renewal Agency
Attn: City Recorder
55 South State Street.
Clearfield, Utah 84015

With a copy to:

Clearfield City
Attn: City Recorder
55 South State Street
Clearfield, UT 84015

If to the Company:

Clearfield Crush Golf & Grill
Attention: Matt Gertge
1086 E Highway 193, Suite 202
Layton, Utah 84040

8.4 **Successors and Assigns.** This Agreement may not be assigned, sold, transferred, or otherwise disposed of without the prior written approval of the Agency and the City. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person except as otherwise may be stated.

8.5 **No Joint Venture, Partnership or Third-Party Rights**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

8.6 **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

8.7 **Third Party Legal Challenges**. In those instances where, in this Agreement, Company has agreed to waive a position with respect to the applicability of current Agency or City policies and requirements, or where Company has agreed to comply with current Agency or City policies and requirements, Company further agrees not to participate either directly or indirectly in any legal challenges to such Agency or City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

8.8 **Computation of Time**. Unless otherwise specified, in computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, and the time shall be computed on a calendar, not work-day, basis.

8.9 **Integration**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between the Agency, the City, and Company and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.

8.10 **Severability**. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.11 **Construction**. Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

8.12 **Survival**. It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

8.13 **Headings**. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8.14 **Counterparts**. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall by deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

8.15 **Authority of Parties**. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS HEREOF, this Agreement has been executed by the AGENCY, the CITY, and COMPANY effective from the day and year first written above.

CITY OF CLEARFIELD	CLEARFIELD CRUSH
______________________________	______________________________
Mark Shepherd, Mayor	Matt Gertge, Owner

ATTEST:

____
Nancy Dean, Agency Recorder

COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY (CDRA)

____
Timothy Roper, CDRA Chairman

ATTEST:

____
Nancy Dean, Agency Recorder

APPROVED AS TO FORM:
AGENCY ATTORNEY'S OFFICE

____
Stuart Williams, Agency Attorney

EXHIBIT A

ANNUAL REPORT
Due: January 31st each year

REPORT YEAR: ____________

The following Annual Report is provided pursuant to the Economic Development Incentive Agreement by and between the Community Development Agency of Clearfield City, Clearfield City, and Clearfield Crush Golf & Grill.

I. INVESTMENT

Company certifies that it has made a total investment for the Project exceeding $11 million.

II. EMPLOYMENT

Company employed an average number of full-time and part-time employees at the Project of ____ employees for the calendar report year listed above.

III. TAXES

For the calendar report year listed above, with respect to the Project, the Company paid:

- $___________________ in Agency real and personal property taxes based on a combined valuation for real and personal property of $___________________; and
- $___________________ in local sales and use taxes to the Agency.

IV. CERTIFICATION

On behalf of the Company, the undersigned hereby certifies that the foregoing is true and correct.

Signature: ____

Printed Name: ____

Date: ____

*Capitalized terms are as defined in the Economic Development Incentive Agreement.

THIS REPORT CONTAINS CONFIDENTIAL BUSINESS INFORMATION THAT COMPANY MAINTAINS MAY NOT BE DISCLOSED UNDER UTAH CODE, TITLE 63G, CHAPTER 2 BECAUSE OF COMPETITIVE DISADVANTAGE FROM DISCLOSURE.

EXHIBIT B

DEFERRED FEES

Amounts included are those to be deferred and covered by applicable CDRA funds.

Land use application fees

- The City will cover all administrative and application fees totaling - $2,693
    - Conditional Use Permit application
    - Planning Commission Special Meeting
    - Subdivision application

Building Permit & Building Plan Check Fees

- The City will pay all building permit fees associated with Crush totaling - $47,050
    - Building Permit fee
    - Plan Check fee
    - State surcharge fee

City/External Impact Fees

- The City will cover all impact fees associated with Crush totaling - $78,223
    - Water
    - Sewer
    - Storm
    - NDFD (North Davis Fire District) Impact fees
    - NDSD (North Davis Sewer District) Impact fee

Meter Fees

- The City will cover the fee associated with the water meters for Crush totaling- $6,787
    - Water Meter 1"
    - Water Meter 2" Ultrasonic
    - Water Meter 6" Ultrasonic

Monthly Use/Utility Fees

- The City shall cover the first 6 months of usage (monthly up to 60K gallons) totaling - $6,960
    - Water
    - Storm water
    - Sewer

Code Enforcement Fines and Fees

- Fees and fines that are existing on the parcel will be waived as a part of the approval - $21,450

Expedited Approval Process

- Construction Process: The City shall expedite the review and approval process for all building, development, and construction permits through WC3 (see expedited review above for "Building Plan Check Fees)

Total Incentive listed above is $163,663