



**Bountiful City
Redevelopment Agency Agenda
Tuesday, May 13, 2025
Immediately following City Council**

Notice is hereby given that the Board of Directors of the Bountiful City Redevelopment Agency (RDA) will hold a meeting at Bountiful City Hall, 795 South Main Street, Bountiful, Utah, at the time and date given above. The public is invited to attend.

1. Welcome
2. Meeting Minutes from April 22, 2025
 - Review
 - Action
3. Consider approval of the lease agreement between Bountiful City and Lucky Slice LLC for the property at 135 South Main Street
City Attorney Bradley Jeppsen
 - Review
 - Action
4. Adjourn

Minutes of the
BOUNTIFUL REDEVELOPMENT AGENCY

Tuesday, April 22, 2025
7:30 pm

Official notice of the Redevelopment Agency Meeting was given by posting an Agenda at City Hall and on the Bountiful City Website and the Utah Public Notice Website.

Location: Bountiful City Hall Chambers, 795 South Main Street, Bountiful, Utah

Present:	Chairwoman	Kendalyn Harris
	Board Members	Kate Bradshaw, Beth Child, Matt Murri
	RDA Director	Francisco Astorga
	City Manager	Gary Hill
	Asst City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	City Attorney	Brad Jeppsen
	Power Director	Allen Johnson
	Streets Director	Charles Benson
	City Recorder	Sophia Ward
Excused:	Board Members	Richard Higginson, Cecilee Price-Huish

WELCOME

Chairwoman Harris opened the meeting at 7:30 pm and welcomed everyone.

CONSIDER APPROVAL OF MINUTES FOR JULY 9, 2024

Board Member Murri made a motion to approve the minutes from July 9, 2024, and Board Member Bradshaw seconded the motion. The motion passed with members Bradshaw, Child, Harris, and Murri voting “aye.”

CONSIDER APPROVAL OF THE PROPOSAL FROM DESIGN WEST AT THE PRICES NOTED IN THEIR PROPOSAL FOR 135 SOUTH MAIN STREET ARCHITECTURAL DESIGN SERVICES – MR. FRANCISCO ASTORGA

Director Francisco Astorga explained that each of the three agenda items coming before the Board this evening were previously reviewed and approved by the City Council. Because the RDA owns the site of this remodel project, RDA Board approval is also required for the project to move forward. He explained that each of these items is unchanged from when they were brought before the Council and each received unanimous votes.

Board Member Bradshaw made a motion to approve the proposal from Design West and Board Member Child seconded the motion. The motion passed with members Bradshaw, Child, Harris, and Murri voting “aye.”

CONSIDER APPROVAL OF AWARDED A CONTRACT TO CITY CREEK CONSTRUCTION FOR THE REMODEL OF 135 SOUTH MAIN STREET – MR. FRANCISCO ASTORGA

1 Chairwoman Harris made a motion to award the remodel contract to City Creek Construction
2 and Board Member Bradshaw seconded the motion. The motion passed with members Bradshaw,
3 Child, Harris, and Murri voting “aye.”
4

5 **CONSIDER APPROVAL OF THE 135 SOUTH MAIN STREET REMODEL PROJECT IN**
6 **THE GUARANTEED MAXIMUM PRICE OF \$1,508,641 – MR. FRANCISCO ASTORGA**

7 Board Member Child made a motion to approve the remodel project with the guaranteed
8 maximum price of \$1,508,641 and Board Member Murri seconded the motion. The motion passed
9 with members Bradshaw, Child, Harris, and Murri voting “aye.”
10

11 **ADJOURN**

12 Board Member Bradshaw made a motion to adjourn the RDA meeting and Board Member
13 Murri seconded the motion. The motion passed with members Bradshaw, Child, Harris and Murri
14 voting “aye.”
15

16 The meeting was adjourned at 7:35 pm.

Chairwoman Kendalyn Harris

City Recorder

RDA Board Staff Report

Subject: Approval of Lease with Lucky Slice LLC
Author: Bradley Jeppsen
Dept: City Attorney
Date: May 13, 2025



Background

Bountiful Redevelopment Agency (RDA) owns the commercial property located at 135 South Main Street, Bountiful, Utah. Lucky Slice LLC has expressed interest in leasing this property for the purpose of operating a restaurant. The proposed lease agreement establishes the terms and conditions under which Lucky Slice LLC will occupy the premises. **The City Council approved this agreement on March 25, 2025.**

Key Lease Terms

- **Term:** The lease begins on December 1, 2025, with an initial term of five (5) years. The lease includes two (2) automatic five-year renewal terms, followed by successive six-month renewal periods unless terminated by either party.
- **Rent:** Tenant will pay the greater of:
 - Base Rent: \$4,000 per month.
 - Percentage Rent: 6% of gross sales from the premises, payable monthly.
- **Annual Rent Increase:** Base rent increases by 3% annually.
- **Use of Premises:** The Tenant will operate a pizza restaurant and must maintain a professional and lawful business presence.
- **Right of First Refusal:** If the RDA decides to sell the property, Lucky Slice LLC will have the first right to purchase it on the same terms as a third-party offer.

Analysis

This lease agreement provides a long-term, stable tenant for the property while ensuring that the RDA retains control over the premises' upkeep and future sale. The rental terms, including base rent and percentage rent, offer financial benefits to the RDA while allowing Lucky Slice LLC the opportunity to grow its business in Bountiful City.

Department Review

This staff report was prepared by the City Attorney in consultation with the City Manager and RDA Director.

Recommendation

It is recommended that the Redevelopment Agency Board approve the lease agreement between Bountiful Redevelopment Agency and Lucky Slice LLC for the property at 135 South Main Street.

Significant Impacts

Approval of this lease will provide ongoing revenue to the RDA and support local business growth while ensuring proper maintenance and operation of the premises.

Attachments

- Lease Agreement between Bountiful Redevelopment Agency and Lucky Slice LLC

COMMERCIAL BUILDING LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into as of May 13, 2025 by and between Bountiful Redevelopment Agency ("Landlord"), and Lucky Slice aka Lucky Slice LLC ("Tenant").

Whereas it is the desire of Bountiful Redevelopment Agency to rent the Property to Lucky Slice;

Whereas it is the desire of Lucky Slice to lease the Property for the purpose of operating a restaurant.

Whereas it is in the best interests of both parties to approve the lease according to the terms listed below.

1. **Replace of Prior Lease:** This lease replaces the previous lease between Bountiful City and Lucky Slice to substitute Bountiful Redevelopment Agency as the Landlord. Once executed the previous agreement will be terminated.
2. **Effective Date:** The effective date of this agreement shall be the 13th of May 2025.
3. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building located at 135 S Main Street in Bountiful Utah, (the "Premises"), which consists of a total of 4,078 square feet, with 2,278 square feet on the main floor and 1,800 square feet in the basement, for the term and upon the conditions set forth herein.
4. **Term.** The term of this Lease shall commence on December 1st, 2025, (Commencement Date) and shall continue for a period of five (5) years (the "Initial Term"), unless sooner terminated or extended as provided herein. The lease shall automatically extend for two (2) additional five (5) year terms (each, an "Option Term"). Following the expiration of the third five (5) year term, this Lease shall automatically renew for successive six (6) month intervals (each, a "Renewal Term"), unless terminated as provided in this Lease. The Commencement Date may be modified by either party for up to 30 days. Any modification of the Commencement Date more than 31 days must be done by agreement of both parties at any time prior to the Commencement Date.
5. **Early Possession.** Tenant shall be entitled to take possession of the Premises for a period of up to sixty (60) days prior to the Commencement Date (the "Early Possession Period") for the purpose of outfitting the Premises for use as a restaurant. During the Early Possession Period, Tenant shall not be required to pay rent, and such period shall not be counted toward the term of this Lease. Tenant's possession of the Premises during this period shall be subject to all other terms and conditions of this Lease, except those related to rent
6. **Rent.** Tenant shall pay the **greater** of the Base Rent or the Percentage Rent.

- a. **Base Rent:** Tenant shall pay to Landlord base rent in the amount of Four Thousand Dollars (\$4,000.00) per month (the "Base Rent"), due and payable in advance on the 15th of each calendar month, without demand, deduction, or offset, or
 - b. **Percentage Rent:** Tenant shall pay Landlord six percent (6%) of the gross profits (the "Percentage Rent") earned by Tenant at the Premises during each calendar month. Gross profits shall be calculated as Tenant's total revenue from the Premises less any applicable sales tax or other government-imposed taxes.
 - c. **Payment Schedule:** If the Percentage Rent exceeds the Base Rent in any calendar month, the Tenant shall remit the additional amount to Landlord by the 15th day of the following month, accompanied by an accounting statement detailing gross profits.
7. **Annual Rent Increase.** Beginning on the first anniversary of the Commencement Date, and on each anniversary thereafter, the Base Rent shall automatically increase by three percent (3%) of the Base Rent in effect during the immediately preceding year.
8. **Use of Premises.** Tenant shall use the Premises solely for the operation of a pizza restaurant and for no other purpose without Landlord's prior written consent.
9. **Maintenance and Repairs.** Landlord shall be responsible for maintaining the structural components of the Premises, including the roof, foundation, and exterior walls. Tenant shall be responsible for maintaining the interior of the Premises and all fixtures, equipment, and systems therein in good repair, reasonable wear and tear excepted.
10. **Landlord's Right of Access.** The Landlord shall have the right to enter the leased Premises for the purposes of inspection, maintenance, repairs, or any other reasonable purpose related to the operation and upkeep of the property, provided that the Landlord gives the Tenant at least forty-eight (48) hours' prior written notice. In the event of an emergency that poses an immediate risk to the property, the Tenant, or others, the Landlord shall have the right to enter the premises without prior notice and shall notify the Tenant as soon as practicable.
11. **Utilities.** Tenant shall be responsible for and shall promptly pay all charges for utilities and services used at the Premises, including but not limited to electricity, gas, water, sewer, trash removal, and internet.
12. **Insurance.** Landlord shall maintain insurance covering the building, excluding Tenant's personal property and fixtures. Tenant shall procure and maintain, at its own expense, commercial general liability insurance and property insurance covering Tenant's personal property and fixtures.
13. **Taxes.** Landlord shall be responsible for real property taxes assessed against the Premises. Tenant shall be responsible for any personal property taxes assessed against Tenant's equipment and inventory.

14. Gross Sales Definition. For the purposes of this Lease, "gross sales" shall mean the total revenue generated by Tenant from all business activities conducted at the Premises, whether for cash, credit, or barter, without deductions for costs of goods sold, operating expenses, or other expenses. Gross sales shall exclude the following:

- a. Refunds, credits, and allowances granted by Tenant to customers for returned or defective goods;
- b. Sales taxes, excise taxes, and other taxes collected from customers and remitted to governmental authorities;
- c. Sales of fixtures, equipment, or property not part of Tenant's ordinary course of business; and d. Receipts from the operation of vending machines, if any, not owned by Tenant.

15. Gross Sales Reporting. Tenant agrees to submit to Landlord, upon request, a report that shows in reasonable detail the amount of gross sales made from the Premises. Such reports shall be provided within a reasonable time after the request and shall include sufficient documentation to verify the reported gross sales.

16. Termination.

- a. **End of Term Termination:** Either party may terminate this Lease at the end of the Initial Term, any Option Term, or any Renewal Term by providing the other party with written notice at least sixty (60) days prior to the expiration of the then-current term.
- b. **Termination for Breach:** Either party may terminate this Lease in the event of a material breach by the other party. The non-breaching party shall provide written notice specifying the nature of the breach and shall allow the breaching party sixty (60) days to cure the breach. If the breach is not cured within such time, the non-breaching party may terminate this Lease by providing further written notice.

17. Right of First Refusal. In the event Landlord decides to sell the Premises during the term of this Lease or any extensions thereof, Tenant shall have the right of first refusal to purchase the Premises on the same terms and conditions as any bona fide offer received by Landlord. Landlord shall provide written notice to Tenant of the terms of such offer, and Tenant shall have thirty (30) days from the date of such notice to exercise its right of first refusal by delivering written notice to Landlord. If Tenant does not exercise its right within the specified time, Landlord may proceed with the sale to the third party under the terms provided.

18. Fixtures. Landlord shall deliver the Premises as a bare building, with no fixtures provided other than bathrooms, heating and air conditioning systems, and a grease trap. Tenant shall be responsible for all minor repairs and maintenance of the provided fixtures, including but not limited to the regular evacuation and cleaning of the grease trap.

19. **Operation of a Restaurant.** Tenant agrees to be open for business fully fixtured, stocked and staffed and to operate one hundred percent (100%) of the Premises during the entire Rental Term of this Lease unless prevented from doing so because of fire, accident, or acts of God, and to conduct its business at all times in a high class and reputable manner. Tenant agrees to open for business each day by 11:00 A.M. and not close until at least 8:00 P.M. Tenant may open earlier and remain open later in accordance with zoning and other business regulations. After Tenants initial opening, if Tenant fails to operate within the Premises as agreed, in addition to all other remedies available to Landlord under this Lease and at law, Tenant shall pay, as liquidated damages, the amount of Five Hundred Dollars (\$500.00) per day for each day that Tenant is not open and operating, which liquidated damages shall be in addition to all other amounts due under this Lease.
20. **Prohibited Uses.** Tenant shall not use, occupy, permit, or suffer the use of the Premises by any contractor, licensee, permittee, agent, employee, invitee, guest, and/or any other person, in any manner that would be a violation of any State, Federal or Local laws. Including but not limited to: the use, sale, possession, cultivation, manufacture, distribution, storage, handling, possession, marketing and/or other use of any controlled substance, regardless of whether such use or occupancy is lawful under any conflicting law Tenant shall not permit operation of amusement devices or coin-operated vending devices without prior written permission of Landlord. No second-hand store, auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord. Tenant agrees that it shall conduct its business in the Premises during the hours established in subsection 18, and on all business days, and shall conduct such business in a lawful manner and in good faith and in such manner that Landlord shall at all times receive the maximum amount of rent for the operation of such business in and upon the Premises. Tenant shall not use the sidewalks adjacent to the Premises for business purposes without the prior written consent of Landlord.
21. **Delivery of the Building.** Landlord has constructed and/or remodeled the Premises. Tenant is leasing the Premises in "as is" condition. It is agreed that by taking possession of the Premises as a tenant, Tenant formally accepts the same and acknowledges that the Premises is in the condition called for hereunder.
22. **Governing Law:** This Lease shall be governed by the laws of the State of Utah
23. **Entire Agreement:** This Lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.
24. **Landscaping.** Maintenance of landscaping is the responsibility of the Tenant. Any substantial change to existing landscaping, including the removal of trees, shrubs, cement or walls, must be approved in advance in writing by the LANDLORD.

25. **Parking, Sidewalks, Snow Removal.** The Tenant shall be entitled to use any parking spaces designated for the property's use. The Tenant will remove snow from the sidewalk on Main Street

26. **Indemnification.** The Landlord and the Tenant shall each be responsible for their own negligent or wrongful acts and those of their respective employees and agents, and each shall indemnify and hold the other harmless from liability resulting from such conduct.

27. **Nondiscrimination.** The Tenant agrees that it will not discriminate against anyone on the basis of race, color, national origin, age, religion, sex or handicap.

28. **Notices:** All notices under this Lease shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or delivered by a recognized courier service to the addresses below:

Bountiful Redevelopment Agency

City Manager

Bountiful City

790 South 100 East

Bountiful, Utah 84010

Lucky Slice Bountiful

Attn: Nicholas S. VanArsdell

3560 Riverdale Rd

Ogden, UT 84405

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

Landlord: Bountiful Redevelopment Agency

By: Gary Hill

Signature: _____

Title: City Manager

Date: _____

State of Utah

County of _____

On this ____ day of _____, 2025, before me, Sophia Ward a Notary Public in and the State of Utah, personally appeared Gary Hill who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____
Notary Seal: (Affix Seal Here)

Tenant: Lucky Slice Bountiful LLC.
By: Nicholas VanArsdell

Signature _____
Title: _____
Date: _____

State of Utah
County of _____

On this ____ day of _____, 2025, before me, _____ - a Notary Public in and for the State of Utah, personally appeared Nicholas VanArsdell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____
Notary Seal: (Affix Seal Here)

My Commission Expires: _____
Notary Seal: (Affix Seal Here)

Tenant: Lucky Slice Bountiful LLC.
By: Nicholas VanArsdell

Signature [Signature]
Title: Managing Member
Date: 4/22/2025

State of Utah
County of Weber

On this 22 day of April, 2025, before me, Amari Pierson - a Notary Public in and for the State of Utah, personally appeared Nicholas VanArsdell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: NOV. 7, 2027
Notary Seal: (Affix Seal Here)

