



REDEVELOPMENT AGENCY OF BOUNTIFUL CITY AGENDA

**Tuesday, August 8, 2023
Immediately following City Council meeting**

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. Persons who require special accommodations by contacting the Bountiful Planning Office at 801-298-6190. Notification at least 24 hours prior to the meeting would be appreciated.

AGENDA

1. Welcome
2. Consider approval of Minutes for June 13, 2023.
 - Review
 - Action
3. Consider approval of the purchase of air conditioning roof top unit from American Chiller in the amount of \$24,568.
 - Review
 - Action
4. Adjourn

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Minutes of the BOUNTIFUL REDEVELOPMENT AGENCY

Tuesday, June 13, 2023

9:00 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: Chair Pro Tem Millie Segura Bahr
Board Members Jesse Bell, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
RDA Director Francisco Astorga
City Manager Gary Hill
Asst. City Manager Galen Rasmussen
City Attorney Clint Drake
City Engineer Lloyd Cheney
Recording Secretary Maranda Hilton

Excused: Chair Kendalyn Harris

1. WELCOME

Chair Pro Tem Bahr opened the meeting at 9:01 p.m. and welcomed everyone.

2. CONSIDER APPROVAL OF MINUTES FOR APRIL 12 & JUNE 28, 2022

MOTION: Board Member Bradshaw made a motion to approve the minutes from April 12 and June 28, 2022 as written. Board Member Higginson seconded the motion.

VOTE: 5-0 in approval with Bahr, Bell, Bradshaw, Higginson, and Price-Huish voting “aye.”

3. PUBLIC HEARING: CONSIDER ADOPTING THE RDA RESOLUTION 2023-01 APPROVING THE PROPOSED FISCAL YEAR (FY) 2024 RDA BUDGET

RDA Director Astorga explained that the RDA budget required a public hearing prior to being adopted. Resolution 2023-01 includes the adoption of Fund 72 – Loan Program and Fund which administers the city’s revolving loan program and Fund 73 – Administration and Operations which administers the RDA programs and projects.

Chair Pro Tem Bahr opened and closed the Public Hearing at 9:03 p.m. without any comments.

1 MOTION: Board Member Higginson made a motion to adopt RDA Resolution 2023-01.
2 Board Member Price-Huish seconded the motion.

3
4 VOTE: 5-0 in favor with Board Members Bahr, Bell, Bradshaw, Higginson, and Price-Huish
5 voting “aye.”

6
7 **4. ADJOURN**

8
9 MOTION: Board Member Bell made a motion to adjourn the meeting. Board Member
10 Higginson seconded the motion.

11
12 VOTE: 5-0 in favor with Board Members Bahr, Bell, Bradshaw, Higginson, and Price-Huish
13 voting “aye.”

14
15 The meeting was adjourned at 9:04 pm.

Redevelopment Agency Staff Report



Subject: BDAC AC
Author: Francisco Astorga, AICP, RDA Director
Department: Planning + Economic Development
Date: August 8, 2023

Background

Request to approve the purchase of an air conditioning roof top unit (AC RTU), including needed material, labor, etc., for the Bountiful Davis Art Center (BDAC) located at 90 North Main Street. Bountiful City Redevelopment Agency (RDA) owns the building/site and entered into an agreement with the BDAC for the purpose of providing a building and parking for the use of the art center.

Analysis

The RDA has been advised by the City's Building Maintenance Supervisor that the air conditioning system servicing the main gallery of the BDAC building has reached its end as it is no longer functioning properly. As outlined in the BDAC building lease agreement (attachment 1) the RDA is responsible for all major repair to the building including the air conditioning. The City's Building Maintenance Supervisor received two (2) proposals for the needed work:

| | |
|-------------------|----------|
| American Chiller | \$24,568 |
| HVAC Construction | \$27,300 |

Staff recommends accepting American Chiller's proposal regarding the needed air conditioning materials, labor, etc.

Department Review

This staff report was written by the RDA Director and reviewed by the Assistant City Manager.

Significant Impacts

Sufficient funds are available in the RDA budget.

Recommendation

Approve the purchase of a new air conditioning unit from American Chiller for \$24,568 for a new air conditioning RTU at the BDAC.

Attachments

1. BDAC Lease
2. American Chiller Proposal
3. HVAC Construction Proposal

Bountiful Davis Art Center

Building Lease Agreement

This Building Lease Agreement is entered into between the **Redevelopment Agency of Bountiful City** (hereinafter “the Bountiful RDA”) and the **Bountiful Davis Art Center Foundation, Inc.**, (hereinafter the “BDAC”), a Utah non-profit §501(c)(3) corporation, for the purpose of providing a building and parking for the use of the BDAC.

It is the desire of the Bountiful RDA and the BDAC to benefit the residents and visitors of the City of Bountiful, Utah, by enriching the culture of the area by making art available to the community through information, exhibits, artifacts and educational programs and experiences. This activity is an important component of Bountiful redevelopment and economic development and sustainability. It is the intention of the parties to further these ends through this Lease Agreement.

1. Lease of Property. The Bountiful RDA is the owner of the building at 90 North Main in Bountiful, Utah. Subject to the terms of this agreement, the Bountiful RDA agrees to lease this property to the BDAC, and the BDAC agrees to lease and utilize the property for the purposes stated herein. The legal description of the real estate leased is stated in Exhibit A to this Lease Agreement.

2. Title. The Bountiful RDA shall retain title to the real estate leased herein.

3. Term & Renewal. The term of this lease is five years, commencing on the 1st day of June, 2015, and running to the 31st day of May, 2020. Upon the expiration of the initial term, this lease shall automatically renew on the same terms and conditions for successive annual periods, unless otherwise agreed upon in writing by the parties.

4. Termination. This lease may be terminated at any time by either party upon 90 days written notice.

5. Rent. The rent due to the Bountiful RDA from the BDAC shall be \$1.00 per year, together with other consideration which specifically includes but is not limited to the active and ongoing use of the premises by the BDAC for the purposes stated herein.

6. Use of Premises. The premises shall be used by the BDAC only as an art center in a manner consistent with this lease and the corporate purposes stated in its Articles of Incorporation. It will have operational control of the building. The building will not be used for commercial purposes, other than the sale of art-related products, without prior written approval of the RDA. There may be no sublease without written consent from the Bountiful RDA. The BDAC shall operate in a manner within all applicable law.

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

8. Utilities. BDAC is responsible for all utilities expenses, including garbage removal.

9. Remodeling and Additions.

(a) In the preparation of the building for BDAC occupancy in early 2015, the Bountiful RDA expended funds which will be repaid by BDAC in the amount of \$25,213.00. BDAC will pay to the RDA the sum of \$15,000 no later than June 30, 2015, and an additional \$10,213 no later than December 31, 2015.

(b) All future remodeling and additions must be approved in advance in writing by the Bountiful RDA. Such consent is solely at the discretion of the Bountiful RDA and is not limited to code compliance issues. Except for work done prior to BDAC occupancy and identified by the Bountiful RDA as an RDA expense, remodeling and addition expenses shall be the responsibility of the BDAC. All remodeling and additions must be done in compliance with applicable law, and in conformity with all requirements of the Bountiful City Engineer. Any permanent alterations or improvements to the property shall become the property of the Bountiful RDA upon expiration or termination of this Lease Agreement unless specifically exempted in writing prior to commencing work.

10. Maintenance and Repair. The Bountiful RDA shall be responsible for all major maintenance and repair to the building, such as roofing, heating and air conditioning. The BDAC shall be responsible for minor maintenance and repair, such as replacement of light fixtures, painting, etc. Janitorial service shall be the responsibility of the BDAC. The BDAC shall maintain and operate the building and premises in a manner required by the Bountiful City Engineer to comply with all applicable code requirements. The BDAC, as operator of the building, has the duty of keeping the premises in reasonably safe condition, and has a duty to warn visitors and employees of any dangerous condition(s) that may exist.

11. Landscaping. Maintenance of landscaping, except as provided below, is the responsibility of BDAC. Any substantial change to existing landscaping, including the removal of trees, shrubs, cement or walls, must be approved in advance in writing by the Bountiful RDA. The flower beds in the sidewalk on Main Street are to be maintained by Bountiful City.

12. Parking, Sidewalks, Snow Removal. The BDAC shall be entitled to use any parking spaces designated for the property's use. Snow removal in the parking lot is currently provided by a third party, which removal will be done by the RDA in the event that the current arrangement ceases. BDAC will remove snow from the sidewalk on the north side of the building; the RDA will remove snow from the sidewalk on Main Street.

13. Insurance. The Bountiful RDA shall be responsible for the insurance of the building. The BDAC shall be liable for, and shall provide at its expense, any desired insurance covering the contents of the building and any BDAC property against loss from theft, fire, vandalism, or otherwise. The BDAC shall carry a primary policy of general liability insurance,

in an amount of at least \$1,000,000 / \$1,000,000, which shall name the Bountiful RDA as an additional insured. Proof of liability insurance shall be given to and approved by the Bountiful RDA. Nothing herein shall waive any defense or limitation applicable to Bountiful RDA or the City of Bountiful under the Utah Government Immunity Act or common law.

14. Indemnification. The Bountiful RDA and the BDAC 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.

15. Status. The BDAC shall at all times maintain its non-profit and §501(c)(3) approvals, status, and eligibilities.

16. Notice. Any notice required under this Lease shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and certified, addressed as follows:

City Manager
City of Bountiful
790 South 100 East
Bountiful, Utah 84010

Chairman
BDAC
90 North Main
Bountiful, Utah 84010

Dated this 9th day of June, 2015.

Redevelopment Agency of Bountiful City:

Bountiful Davis Art Center Foundation, Inc:

By 
Randy C. Lewis, Chairman

By 

Attest:

Attest:

By 
Chad Wilkinson, RDA Director

By 
Secretary

PO Box 50701 * Provo, Utah 84605
801.651-9288

| | |
|--------------------|---------|
| DATE 6/14/23 | JOB # |
| SALESMAN BE | P.O.# |
| REQUESTED BY Bruce | ACCT. # |

- ◆ 24 HOUR EMERGENCY SERVICE
- ◆ SYSTEM RETROFIT-SHEETMETAL
- ◆ PREVENTATIVE MAINTENANCE
- ◆ ENERGY MANAGEMENT

| Proposal Submitted | | Work To Be Performed AT | |
|--------------------|----------------|-------------------------|----------------------|
| Co | Bountiful city | Co | Davis art center |
| Attn: | Bruce | Street | 90 north main st |
| Street | | City/State/Zip | Bountiful, Ut |
| City/State/Zip | Bountiful, UT | Project | Replace 12.5 ton RTU |
| Phone/Fax # | | Phone/Fax # | |

| FURNISHED MATERIAL AND/OR EQUIPMENT |
|---|
| (1) Carrier factory replacement unit and economizer |
| Some of the items will be pre manufactured before we bring to the site |
| (1) gas supplies and electrical supplies NOTE: existing disconnect to be re used unless found deficient |
| (1) Crane set from east parking lot |

| WE WILL FURNISH ALL THE ADDITIONAL REQUIRED MATERIALS. WHICH WE GUARANTEE WILL BE SATISFACTORY, AND WE WILL PERFORM ALL THE LABOR REQUIRED FOR THE COMPLETION OF |
|--|
| Pickup materials for air conditioning replacement on Davis art RTU. Some items to be pre assembled. |
| Remove refrigerant from existing system, remove electrical and gas service. Arrange for crane set |
| Set failed and new units. Retrofit gas and electrical, re use existing thermostat, install economizer. |
| Start and test operation |
| Total for materials, labor, tax, and truck = \$24,568 |
| EXCLUDE: Curb adapter not necessary according to Carrier, overtime, any failed duct issues we may find once old unit is removed. |

| <i>Proposal Checklist</i> | | | | | | | | |
|----------------------------|----------|--------|--------------|----------|--------|-------------|----------|--------|
| ITEM | AM Chill | OTHERS | ITEM | Am Chill | OTHERS | ITEM | Am Chill | OTHERS |
| Engineering | | | Plumbing | | | Duct System | | |
| Removal Of Existing Equip. | X | | Gas Piping | X | | Startup | X | |
| Roof Curbs or Flashings | | | Line Voltage | X | | Balance | | |
| Refrigeration Piping | | | Low Voltage | | | | | |
| Refrigerant Recovery | X | | Controls | X | | | | |

Authorized Signature: _____ Date: _____

WE PROPOSE to furnish material and labor-complete in accordance with these specifications, for the sum of:

Dollars (See above _____) payable as follows: Net 30 _____

NOTE: This proposal may be withdrawn by us if not accepted within 45 days.
PAYMENT TERMS: PLEASE SEE REVERSE FOR PAYMENT TERMS AND SPECIAL DISCOUNTS

Acceptance of Proposal

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as above.

Company _____ Date: _____



| | |
|---|--------------------|
| Attachment 3 - HVAC Construction Proposal | |
| ESTIMATE | #80 |
| ESTIMATE DATE | Jul 25, 2023 |
| TOTAL | \$27,300.00 |

Bountiful City
790 S. 100 E.
Bountiful, UT 84010

✉ ap@bountiful.gov

SERVICE ADDRESS

90 N Main St
Bountiful, UT 84010

CONTACT US

624 W 900 N
North Salt Lake, UT 84054

☎ (801) 298-4822

✉ service@hvac-construction.com

ESTIMATE

| Services | amount |
|--|-------------|
| <p>Option #1- RTU In Stock</p> <p>-Replace existing roof top unit with one new York 12.5 ton roof top unit complete with curb adapter and all other materials, labor and crane for a complete working system</p> <p>This Option unit is in Stock but we will need to order a curb adapter which will take approx 5 days.</p> <p>Add: \$2,500.00 for economizer provided and installed</p> | \$27,300.00 |
| <p>Option #2- Direct Fit RTU (arrives approx 4 weeks)</p> <p>-Replace existing roof top unit with one new York "direct fit" 12.5 ton roof top unit (unit will fit on existing Carrier Curb) complete with all other materials, labor, and crane for a complete working system.</p> <p>Total: \$24,300.00</p> <p>This option the roof top unit will arrive in about 4 weeks but will fit directly on the existing Carrier Curb (no curb adapter needed).</p> <p>Add: \$2,500.00 for economizer provided and installed</p> | \$0.00 |
| Services subtotal: \$27,300.00 | |