



**NOTICE OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
October 13, 2021 – 6:00 PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, October 13, 2021, starting at 6:00 PM or as soon thereafter as possible, following the City Council Meeting, in the City Council Chambers at 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

1. CALL TO ORDER

2. CONSENT AGENDA

2.1 [Approval of the September 8, 2021 RDA Meeting Minutes](#)

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – [Redevelopment Agency Director Contract](#) (15 minutes)

Interim City Manager George Reid will present a contract for a Redevelopment Agency Director and a recommendation to appoint Jacob McHargue as the director. The RDA Board will take appropriate action.

3.2 DISCUSSION AND ACTION – [Traffic Signal on Vineyard Connector and Main Street](#) (15 minutes)

City Engineer Naseem Ghandour is requesting RDA funds to install a traffic signal on the Vineyard Connector and Main Street. The RDA Board will take appropriate action.

4. ADJOURNMENT

RDA meetings are scheduled as necessary.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours before the meeting by calling (801) 226-1929.

I the undersigned duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City offices, the Vineyard City website, the Utah Public Notice website, delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: October 12, 2021

CERTIFIED (NOTICED) BY: /s/Pamela Spencer
PAMELA SPENCER, CITY RECORDER



**MINUTES OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
September 8, 2021 at 6:38 PM

Present

Chair Julie Fullmer
Boardmember John Earnest
Boardmember Tyce Flake
Boardmember Chris Judd
Boardmember Cristy Welsh

Absent

Staff Present: City Manager Jacob McHargue, City Engineer Naseem Ghandour, Assistant Public Works Director Chris Wilson, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Building Official George Reid, Finance Director David Mortenson, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others Speaking: Steve Hutchings with X Development

1. CALL TO ORDER

Chair Fullmer called the meeting to order at 6:38 PM.

2. CONSENT AGENDA

2.1 Approval of the August 11, 2021 RDA Meeting Minutes

Chair Fullmer called for a motion.

Motion: BOARDMEMBER JUDD MOVED TO APPROVE CONSENT ITEM 2.1. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

3. REVIEW

3.1 REVIEW – Site Plan and Conditional Use Permit Application for a Golf Outdoor Recreational Facility

The Vineyard RDA Board will review the site plan and conditional use permit application that was approved by the Planning Commission on September 1, 2021.

Mr. Amaya Perez reviewed the site plan for the golf facility. There was a discussion about electronic displays. Mr. Amaya Perez continued his review.

Steve Hutchings with X Development further explained the facility. There was a discussion

about the timeline for completion. Mr. Amaya Perez reviewed the conditions of approval and there was a discussion about the process.

4. BUSINESS ITEMS

4.1 **DISCUSSION AND ACTION – Modify Dates in the Tax Increment Participation Agreement between the Vineyard Redevelopment Agency Board and Fifty Mill, LLC.**

Staff is recommending changing to the deadlines listed in the Tax Increment Participation Agreement. The RDA Board will appropriate action.

Mr. McHargue explained why the board needed to modify the agreement. They were proposing to extend the timelines from 2021 to 2023. There was a discussion about the developer's timeline.

 **Motion:** BOARDMEMBER EARNEST MOVED TO ALLOW STAFF TO AMEND THE CONTRACT AND HAVE THE CHAIR SIGN IT. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

5. ADJOURNMENT

Chair Fullmer called for a motion to adjourn the meeting.

 **MOTION:** BOARDMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:52 PM. BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER



VINEYARD REDEVELOPMENT AGENCY STAFF REPORT

Meeting Date: October 13, 2021

Agenda Item: 3.1 RDA Director Contract

Department: Administration

Presenter: George Reid, Interim City Manager

Background/Discussion:

The Vineyard Redevelopment Agency (RDA) Board and RDA Director/City Manager, Jacob McHargue, have forged the way for the redevelopment and vitalization of the old Geneve Steel site and surrounding areas located in Vineyard. The RDA has created new and exciting developed areas and areas that are yet to be developed that will shape the future of Vineyard.

Jacob McHargue has decided to leave his post as Vineyard City Manager, however, is willing to remain as the Vineyard RDA Director on an annual contract basis.

In order to provide consistency and continuity within the RDA, it is proposed to enter into contract with Mr. McHargue to assume the role of Vineyard RDA Director on a part-time contracted term that may be renewed annually.

Fiscal Impact:

\$150 per hour

Recommendation:

It is the recommendation of the Interim City Manager, George Reid, to retain Jacob McHargue's involvement and expertise in the Vineyard RDA.

Sample Motion:

I move to approve the appointment of Jacob McHargue as the Vineyard RDA Director and allow the RDA Chair to sign the Consultancy Agreement as presented.

Attachments:

Consultancy Agreement

CONSULTANCY AGREEMENT

This Consultancy Agreement (the “Agreement”) is made and entered into this October 8, 2021 (the “Effective Date”) by and between the Vineyard Redevelopment Agency (the “RDA”) and Jacob McHargue (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) Engagement. The RDA hereby engages the Consultant to provide and perform the services set forth below (the “Services”), and the Consultant hereby accepts the engagement:

- a. Serve Vineyard as the Vineyard RDA director as outlined in the RDA Job announcement attached as Exhibit A.

(b) Standard of Services. All Services to be provided by consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The RDA shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until June 30, 2022, or the earlier termination of this Agreement as provided in Article 2 (b) (the “Consultancy Period”).

(b) Termination. This Agreement may be terminated by the RDA, without cause and without liability, by giving ten days (10) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving ten days (10) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the RDA shall pay Consultant a Consultancy fee of one hundred fifty dollars (\$150) for each hour of Services provided to the RDA.

(b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the RDA.

(c) Payment. The Consultant shall submit to the RDA a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the RDA.

4. Work Product and License

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to RDA all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the RDA and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of RDA, to promptly sign, execute, make and do all such deeds, documents, acts and things as RDA may reasonably require or desire to perfect RDA's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the RDA's prior written consent. All Work Product shall be promptly communicated to RDA.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and RDA is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that RDA deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the RDA's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by RDA either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the RDA and was not acquired by the Consultant from the RDA under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the RDA, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the RDA.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the RDA, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such

employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon RDA's earlier request, Consultant will deliver to RDA all of RDA's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the RDA without obtaining the prior written consent of the RDA.

(b) Non-Solicitation. Consultant and RDA agrees that for a period of one (1) year after termination of this Agreement, Consultant and RDA shall not:

(i) divert or attempt to divert from the RDA any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

(ii) employ, solicit for employment, or recommend for employment any person employed by the RDA, during the Consultancy Period and for a period of one (1) year thereafter.

7. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the RDA. The Consultant shall have no right to receive any employee benefits provided by the RDA to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the RDA in respect of any obligation that may be imposed on the RDA to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the RDA as its agent or to make commitments on behalf of the RDA.

8. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and RDA has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the RDA's prior written consent. Nothing in this Agreement shall prevent the assignment by the RDA of this Agreement or any right, duty or obligation hereunder to any third party.

9. Injunctive Relief

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the RDA for which money damages would be inadequate. Therefore, the RDA will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such

remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Utah, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of the Fourth Judicial District.

11. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

12. Survival of Provisions

The provision of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Vineyard Redevelopment Agency

Jacob McHargue

By:
Name:
Title:



JOB ANNOUNCEMENT

Date Opened: October 13, 2021

RDA DIRECTOR

SALARY RANGE:	DOE
STATUS:	Part-Time
FLSA CODE:	Exempt
CLOSING DATE:	October, 13 2020

Position Summary:

The RDA Director is responsible for managing the operations and finances of the Vineyard Redevelopment Agency.

Essential Duties and Responsibilities:

- Assist RDA team in Processing all RDA funding applications
- Assist RDA team in with the annual RDA budget
- Assist RDA team in update and maintain long term projections and budgets
- Assist RDA team in Ensure all contracts, bond obligations, and reporting requirements are met
- Assist RDA team with the preparation of reimbursement agreements
- Assist RDA team and Present applications and make recommendations to the RDA Board as needed
- Assist RDA team in and Attend Legislative meetings and updates as needed
- RDA Team is defined at the City Manager, Finance Director, Community Development Director and the RDA Board Chair

Qualifications:

- Bachelor's degree in Finance, Public Administration, Political Science, Business Administration, or a closely related field and five to seven years of related management experience.

Ability to:

- Make sounds recommendations on complex financial data and operations.
- Understand, interpret, explain, and apply City, state, and federal laws
- Develop and implement financial procedures and controls.
- Present proposals and recommendations clearly and logically in public meetings.
- Work effectively with, City Council, employees, and the public.

To Apply: Please submit a completed Vineyard Employment Application online at vineyardutah.org/jobs and refer questions to Human Resources at 801-226-1929. Pre-employment drug testing and background check may be required.

NOTE: A complete job description is available on the City's website. The City will provide reasonable accommodations for any applicant during the selection process.

SUSPENSION OF PROCESS, ETC.: The City reserves the right to reject all applicants; to waive any requirement set forth in this Announcement; and to hire anyone deemed to be in the City's best interest, all subject to legal requirements. Any application in response to this Announcement is at the applicant's sole risk and expense. Although the City anticipates hiring one of the applicants responding to this Announcement, there is no guaranty that any responding applicant will be hired.

Vineyard is an Equal Opportunity Employer



VINEYARD RDA STAFF REPORT

Meeting Date: 10-13-2021

Agenda Item: 3.2 UDOT Interlocal Agreement – Vineyard Connector & Main St Traffic Signal

Department: Engineering Development

Presenter: Naseem Ghandour, P.E. (City Engineer)

Background/Discussion:

The city is entering into an interlocal agreement with Utah Department of Transportation (UDOT) to install and maintain a 4-way Traffic Signal at the Vineyard Connector Road and Main Street within the Vineyard City, due to the projected traffic impact from both UDOT and City. The interlocal agreement will provide for cost-sharing for the Traffic Signal and intersection enhancement.

The interlocal agreement outlines each party's responsibilities for the Traffic Signal project, where as the City will pay for the design & construction (e.g. installation, utilities) of the Traffic Signal and where UDOT will pay for the materials (e.g. mast arms, signals) & maintenance of the Traffic Signal. The City will pay for enhancements to the mast arms (black powder coating per City standards) and signals (emergency vehicle detectors).

As part of the agreement, the City will implement the design and construction of the Traffic Signal using materials provided by UDOT and that the only reimbursement of funds will be the cost of the powder coating to the mast arms, no other funds are to be transferred between parties. The estimated cost distribution to include City enhancements, \$275K to the City, whereas UDOT will provide for approximately \$180K in materials.

Fiscal Impact:

City \$275,000, reimbursed by the Redevelopment District Agency (RDA)

Recommendation:

Staff recommends the RDA Board approve and fund the agreement between the City and UDOT.

Sample Motion:

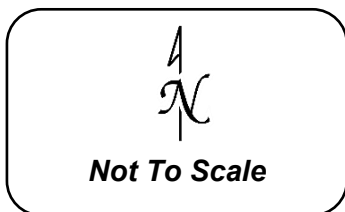
Motion to approve Chair Fullmer to sign the interlocal agreement between UDOT and the City for the installation of a 4-way traffic signal at Vineyard Connector Road & Main Street.

Attachments:

Vineyard Main Street Agreement
City Cost Estimate

VINEYARD RDA STAFF REPORT

Aerial Showing Proposed Traffic Signal





VINEYARD RDA STAFF REPORT

Project Cost Estimate

Vineyard Connector & Main Street -

Project: Traffic Signal

Project

n/a

Printed: October 8, 2021

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Unit Price	Amount
1	Design	LS	1	\$35,000.00	\$35,000.00
2	Utility Upgrades	LS	1	\$15,000.00	\$15,000.00
3	Materials (supplied by UDOT)	LS	1	\$180,000.00	\$180,000.00
4	Emergency Preemptive Devices	LS	1	\$10,000.00	\$10,000.00
5	Powder coating & Sandblasting	LS	1	\$7,000.00	\$7,000.00
6	Traffic Signal System, installation	LS	1	\$175,000.00	\$175,000.00
				Sub-Total	\$422,000.00
				UDOT Supplied	-\$180,000.00
				Total	\$242,000.00
				10% Contingency	\$24,200.00
				Total Estimate	\$266,200.00