



**NOTICE OF A VINEYARD REDEVELOPMENT  
AGENCY BOARD MEETING  
November 13, 2019 – 6:00 PM**

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Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, November 13, 2019, starting at approximately 6:00 PM or as soon thereafter as possible following the City Council meeting in the Vineyard City Hall; 125 South Main Street, Vineyard, Utah. The agenda will consist of the following:

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**AGENDA**

**1. CALL TO ORDER**

City Council Mayor pro tempore will chair this meeting.

**2. CONSENT AGENDA**

**2.1. Approval of the October 30, 2019 RDA Special Session Minutes**

**3. PRESENTATION**

**3.1 November 1<sup>st</sup> report**

City Manager Jacob McHargue will present the November 1<sup>st</sup> Report. No action will be taken.

**4. BUSINESS ITEMS**

**4.1. DISCUSSION AND ACTION – UDOT Participation Agreement**

City the Manager Jacob McHargue will present the UDOT participation agreement for the rail spur removal. The RDA Board will take appropriate action.

**5. ADJOURNMENT**

RDA meeting 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 City 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 Hall and 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: November 12, 2019

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

MINUTES OF A SPECIAL SESSION OF THE  
VINEYARD REDEVELOPMENT AGENCY BOARD  
Vineyard City Council Chambers  
125 South Main Street, Vineyard, Utah  
October 30, 2019 at 10:23 PM

**Present**

**Absent**

Chair Julie Fullmer  
Boardmember John Earnest  
Boardmember Tyce Flake  
Boardmember Chris Judd  
Boardmember Nate Riley

**Staff Present:** City Manager/Finance Director Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, City Attorney David Church, Community Development Director Morgan Brim, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Building Official George Reid, Water/Parks Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Cristy Welsh, Planning Commissioners Tay Gudmundson, Anthony Jenkins, Jessica Welch, and Shan Sullivan

**Others Speaking:** Pete Evans and Nate Hutchinson with Anderson Geneva

**10:23 PM REDEVELOPMENT AGENCY BOARD MEETING**

**1. CALL TO ORDER**

Chair Fullmer opened the meeting at 10:23 PM.

**2. CONSENT AGENDA**

**2.1. Approval of the September 11, 2019 RDA Meeting Minutes**

Chair Fullmer called for a motion.

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

**3. BUSINESS ITEMS**

**3.1. DISCUSSION AND ACTION – Town Center Master Development Agreement**

Pete Evans with Anderson Geneva will present the proposed Master Development Agreement for the Town Center. The RDA Board will take appropriate action.

Chair Fullmer called for a motion.

**Motion:** BOARDMEMBER JUDD, BASED ON THE DISCUSSION HAD THROUGHOUT THE JOINT PLANNING COMMISSION PUBLIC HEARING, THE CITY COUNCIL MEETING, AND NOW ACTING AS THE REDEVELOPMENT AGENCY BOARD, MOVE TO APPROVE THE TOWN CENTER MASTER DEVELOPMENT AGREEMENT AS WAS PRESENTED ON THE RECORD IN THE CITY COUNCIL MEETING. BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

#### 4. ADJOURNMENT

Chair Fullmer called for a motion to adjourn the meeting.

**Motion:** BOARDMEMBER JUDD MOVED TO ADJOURN THE MEETING AT 10:24 PM. BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

RDA meetings are scheduled as necessary.

MINUTES APPROVED ON: \_\_\_\_\_

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



**State of Utah**  
**Department of Transportation**

|                                                                            |                                                                       |                                                          |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| <b>Cooperative Agreement<br/>UDOT Performing Work for<br/>Local Agency</b> | <b>Project Description:</b><br><br><b>Local Agency:</b> Vineyard City | Estimated value of<br>scope of work<br><br>\$ 10,000,000 |
| PIN:<br>CID:<br>Job/Project:                                               |                                                                       | Date Executed<br><br>[insert date]                       |

**THIS AGREEMENT**, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **Vineyard City**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

**Local Agency** has requested that the Work be included in **UDOT's** Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

**Description of Work:**

The Vineyard Rail Consolidation Project (Project) will improve freight rail operations in Vineyard, Utah, by streamlining routes, consolidating switching, increasing safety by reducing the number of at-grade crossings, and improving overall freight operations through a fast- growing urban area. This project will abandon 2 miles of the Provo Industrial Lead track that currently runs along Geneva Road in Vineyard from approximately Center Street to 1600 North and will construct new leads from the Provo Subdivision track that runs parallel to the Provo Industrial Lead to the west. UDOT was the applicant for the CRISI Grant. To ensure the federal requirements are met, UDOT will be managing the project.

**List or Description of Items**

| Item #               | Item Description                                           | Estimated Quantity | Unit Price     | Estimated Cost |
|----------------------|------------------------------------------------------------|--------------------|----------------|----------------|
| #1                   | <i>Environmental study and preconstruction engineering</i> | 1                  | \$500,000      | \$500,000      |
| #2                   | <i>ROW</i>                                                 | 1                  | \$8,745,777    | \$8,745,777    |
| #3                   | <i>Construction</i>                                        | 1                  | \$7,593,406    | \$7,593,406    |
|                      | <i>CRISI Federal Grant</i>                                 | 1                  | - \$ 6,839,272 | - \$6,839,292  |
| Estimated Total Cost |                                                            |                    |                | \$10,000,000   |

Project Completion Date: Nov 2021

The total estimated cost is due in quarterly installments as needed, maintaining a minimum of \$1,000,000 on deposit at all times. If costs exceed the amount they have paid to date then UDOT will be invoicing them between the scheduled payment dates. The first payment is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is \$10,000,000

## **Provisions**

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

### **I. Liability:**

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be

construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

## **II. Termination:**

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

## **III. Maintenance:**

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

## **IV. Payment and Reimbursement to UDOT:**

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being

modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

#### **V. Change in Scope and Schedule:**

If the Local Agency's project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

#### **VI. Miscellaneous:**

Each party agrees to undertake and perform all further acts that are reasonably necessary to

carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

#### **VII. Content Review:**

Language content was reviewed and approved by the Utah AG's office on February 11, 2015.

| Vineyard City                                      |  |      |  | Utah Department of Transportation |  |      |  |
|----------------------------------------------------|--|------|--|-----------------------------------|--|------|--|
| By                                                 |  | Date |  | By                                |  | Date |  |
| Title:                                             |  |      |  | UDOT Project Manager              |  |      |  |
| By                                                 |  | Date |  | By                                |  | Date |  |
| Title/Signature of additional official if required |  |      |  | Region Director                   |  |      |  |
| By                                                 |  | Date |  | By                                |  | Date |  |
| Title/Signature of additional official if required |  |      |  | Comptrollers Office               |  |      |  |