

Tremonton City Corporation
Redevelopment Agency Meeting
October 3, 2023
6:00 p.m.
102 South Tremont Street
Tremonton, Utah

AGENDA

- 1. Approval of agenda
- 2. Approval of minutes August 29, 2023
- 3. Presentation
 - a. Autoliv Solar CRA Cody Deeter
 - b. A review of the Tremonton City Main Street Manager after one year Sara Mohrman
- 4. New Business
 - a. Discussion and consideration of adopting Resolution No. 23-13 amending a professional services agreement with Sara Mohrman filling the duties of Main Street Manager
 - b. Discussion and consideration of adopting Resolution No. 23-14 initiating the process of adopting a community reinvestment project area plan by designating a survey area known as the "Autoliv Solar CRA Survey Area #1

5. Adjournment

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours before the meeting.

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Board may participate per Electronic Meeting Rules. Those eligible to request participation by electronic means should contact Linsey Nessen, City Recorder, no later than 48 hours before the meeting to make arrangements.

Notice was posted September 29, 2023 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after the said meeting. A copy of the agenda was delivered to the Leader (Newspaper) on September 29, 2023.

Linsey Nessen, City Recorder	Linsey	Nessen,	City	Recorder
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TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY AUGUST 29, 2023

Board Members Present:
Lyle Holmgren, Chairman
Connie Archibald, Board Member
Wes Estep, Board Member
Bret Rohde, Board Member
Rick Seamons, Board Member
Lyle Vance, Board Member
Shawn Warnke, Executive Director
Linsey Nessen, Executive Secretary

Chairman Holmgren called the Tremonton Redevelopment Agency Meeting to order at 6:00 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairman Holmgren, Board Members Archibald, Estep, Rohde, Seamons (arrived at 6:02 p.m.), and Vance, Executive Director Warnke, and Executive Secretary Nessen. Assistant City Manager Marc Christensen, Public Works Director Paul Fulgham, Downtown Manager Sara Mohrman and Finance Director Curtis Roberts were in attendance.

1. Approval of agenda:

Motion by Board Member Vance to approve the August 29, 2023 agenda. Motion seconded by Board Member Archibald. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - aye, Board Member Seamons - absent, Board Member Vance - aye. Motion approved.

2. Approval of minutes – July 18, 2023

Motion by Board Member Estep to approve the minutes of July 18, 2023. Motion seconded by Board Member Vance. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - aye, Board Member Seamons - absent, Board Member Vance - aye. Motion approved.

3. Discussion

a. Discussion and consideration of adopting Resolution No. RDA 23-12 approving a purchase and sale agreement with Intertape Polymer Group (IPG) to sell approximately 0.83 acres of parcel number 06-061-0014, which is currently occupied by an electrical substation owned and operated by IPG

Chairman Holmgren said we have the property. The idea is to sell it to them. They have negotiated with us for a few months and it looks like we have things ready to go. Executive Director Warnke said they did get an appraisal done. They offered a bit less than that. They will bear all costs associated with the subdivision process.

Draft Minutes

We are treating it more like a quit claim deed and will provide them with a warranty. We will sell the property, but not put a lot of guarantees since they have had possession of the property for some time. The proceeds of this sale could pay back the Water Fund. When we shut down the 10th North project area, which IPG was within, the Council forgave the RDA and some funds that were owed to the Water Fund for infrastructure improvements. It was forgiven because it accomplished its purpose and they did not have more money to provide a payment. We could transfer this \$40,000. Finance Director Roberts said the other option, in lieu of transferring it to the Water Fund, is that the RDA would hold onto the money that would be spent for an RDA purpose. Director Fulgham said they did the project in 1991 and forgave the debt in 2013. The project was done to help bring industry and it did that. The water utility and sewer both benefitted from the industry. It has served its purpose.

Motion by Board Member Vance to adopt the resolution and to move the \$40,000 into the Water Fund. Motion seconded by Board Member Estep. Roll Call Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - aye, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

4. Adjournment

Motion by Board Member Archibald to adjourn the meeting. Motion seconded by Board Member Estep. Vote: Board Member Archibald - aye, Board Member Estep - aye, Board Member Rohde - aye, Board Member Seamons - aye, Board Member Vance - aye. Motion approved.

The meeting adjourned at 6:05 p.m.

The undersigned duly acting and appointed Executive Secretary for Tremonton City Corporation Redevelopment Agency hereby certifies that the foregoing is a true and correct copy of the minutes for the RDA Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this	day of	, 2023.
Linsey Nessen, E	Executive Secretary	

Main Street Manager

Year In Review

Farmer's Market

Second Year

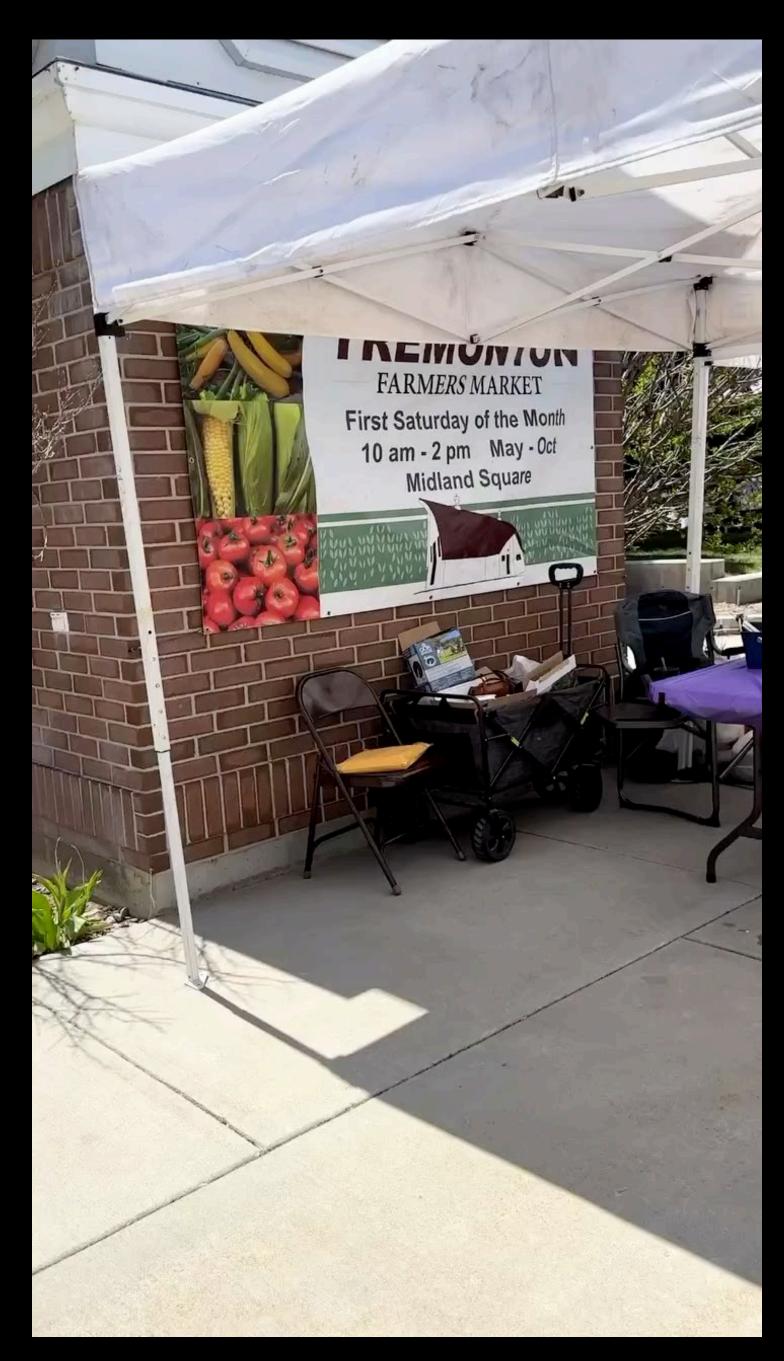
- Started the season with nearly 40% of all vendors being perishable goods (i.e. produce, plant starts, baked goods, salsa, etc.)
- Approximately 40% of all vendors signed up for the entire season.
- Consistently had 35-40 vendors at each event and 2-3 food trucks
- A waitlist during the entire season
- Volunteers provided a FREE kid activity and craft at each market
- Businesses are seeing increased foot traffic in stores on Farmer's Market Saturdays.

2023 Tremonton City Farmer's Market

https://www.instagram.com/reel/CtHmdchACVe/



Caption







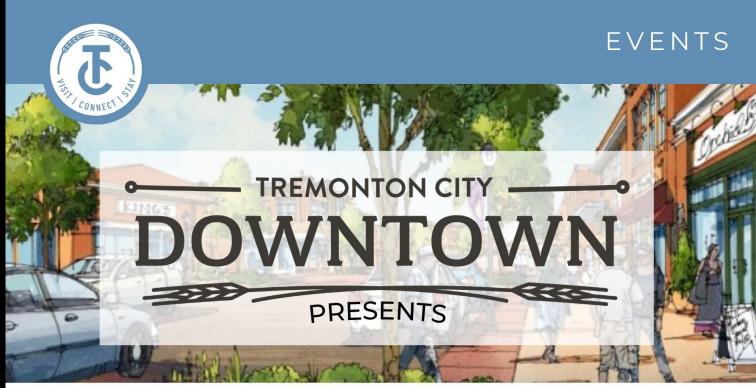
New Events or Programs

- Mardi Gras Celebration in Midland Square in partnership with Parks & Rec
 - Scavenger hunt, arts & crafts, king cake contest, & more
- Second Friday Stroll
 - Local businesses stay open late on the second Friday of the month offering specials, promotions, etc between 5 - 8 pm.
 - Each participating business has punch cards to give out to customers. No purchase is necessary. The business signs off their location on a punch card provided to them. The cards are turned in at the end of the evening and entered in a drawing to win a gift basket full of swag from the businesses.
 - Currently, five businesses participating regularly.









Second Friday Stroll

Visit downtown Tremonton on the second Friday of each month between 5 - 8 p.m. for special deals, promotions, and more from participating local businesses.

If your local business would like to participate, please email downtown@tremontoncity.com











New Events & Programs Continued

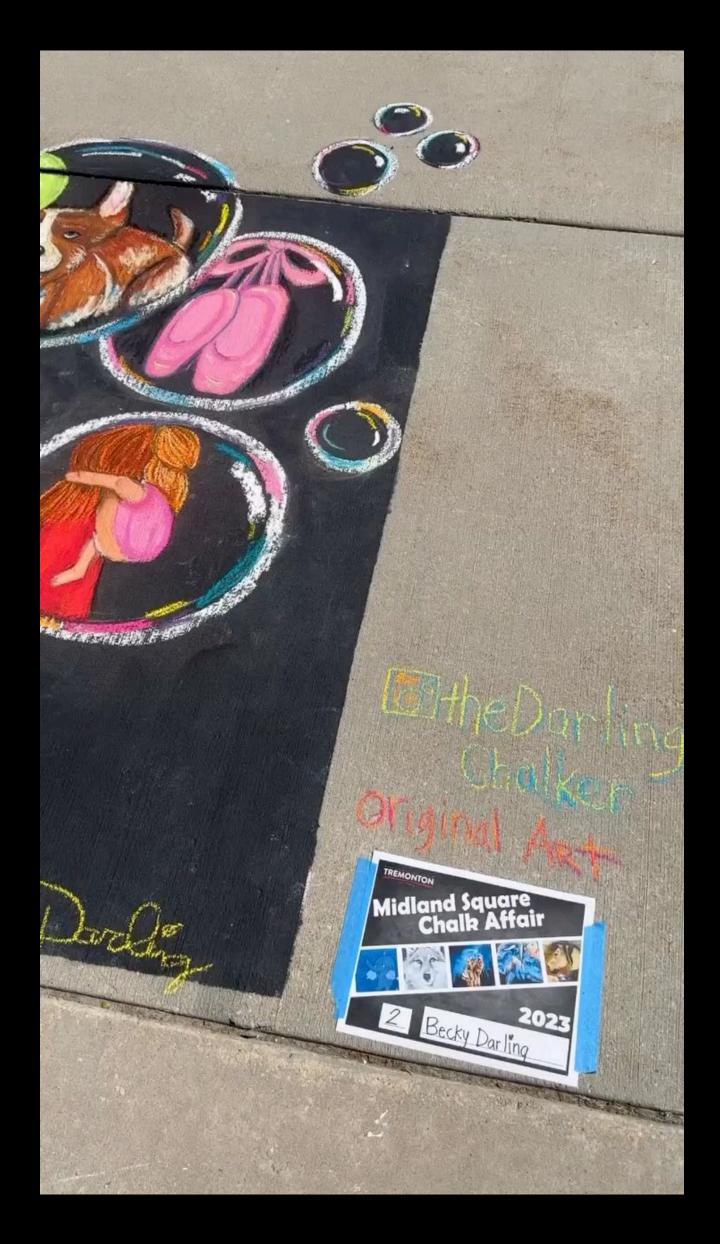
- Local Business Group, Starting October 2023
 - Local businesses are invited to participate in a monthly meeting to build relationships with one another
 - Opportunity to learn from one another, collaborate, and promote one another.
 - Bring in experts and the Chamber to help teach skills to improve our businesses. Some experts may be local business owners.
 - We currently have five or six businesses committed.

Existing Events

- Holiday Extravaganza
 - Assisted Parks & Rec and the Library with planning, promotion, and execution
- Chalk Affair
- Hay Days
 - In charge of vendors
 - Had 60+ vendors this year







https://www.instagram.com/reel/Ct-IjXhukfQ/







https://www.instagram.com/reel/CvLPzc5uPJM/

Grants Received

2022 - 2023

- TTAB Grant 2022: \$40,000
 - Way Finding Signage
- TTAB Quick Grant: \$1,000
 - Christmas lights on Main Street
- Rural Communities Opportunity Grant (RCOG): \$405,720
 - Midland Square renovation
- Implantation Grant: \$25,000
 - Way Finding Signage
- TTAB Grant 2023: \$20,000
 - Branded benches and bike racks for downtown



https://www.instagram.com/reel/CloZoF3N5zH/



A - Standard Single-Post Directional Sign



B - Downtown Single-Post Directional Sign



C - Double-Post Directional Sign

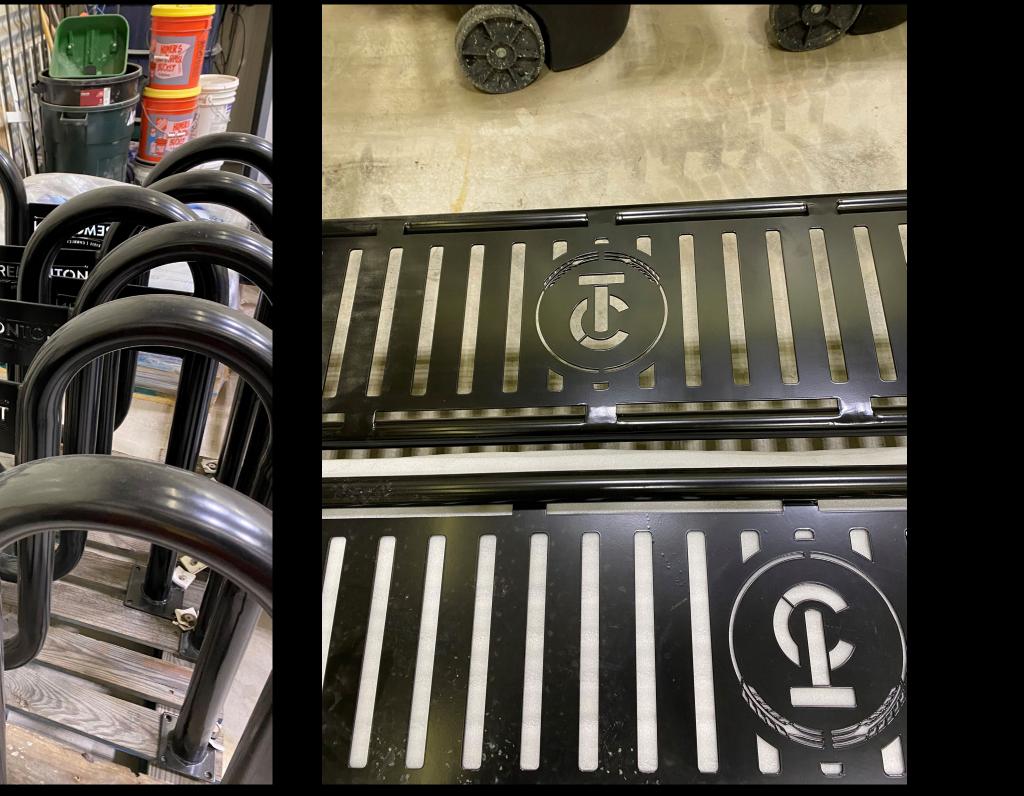


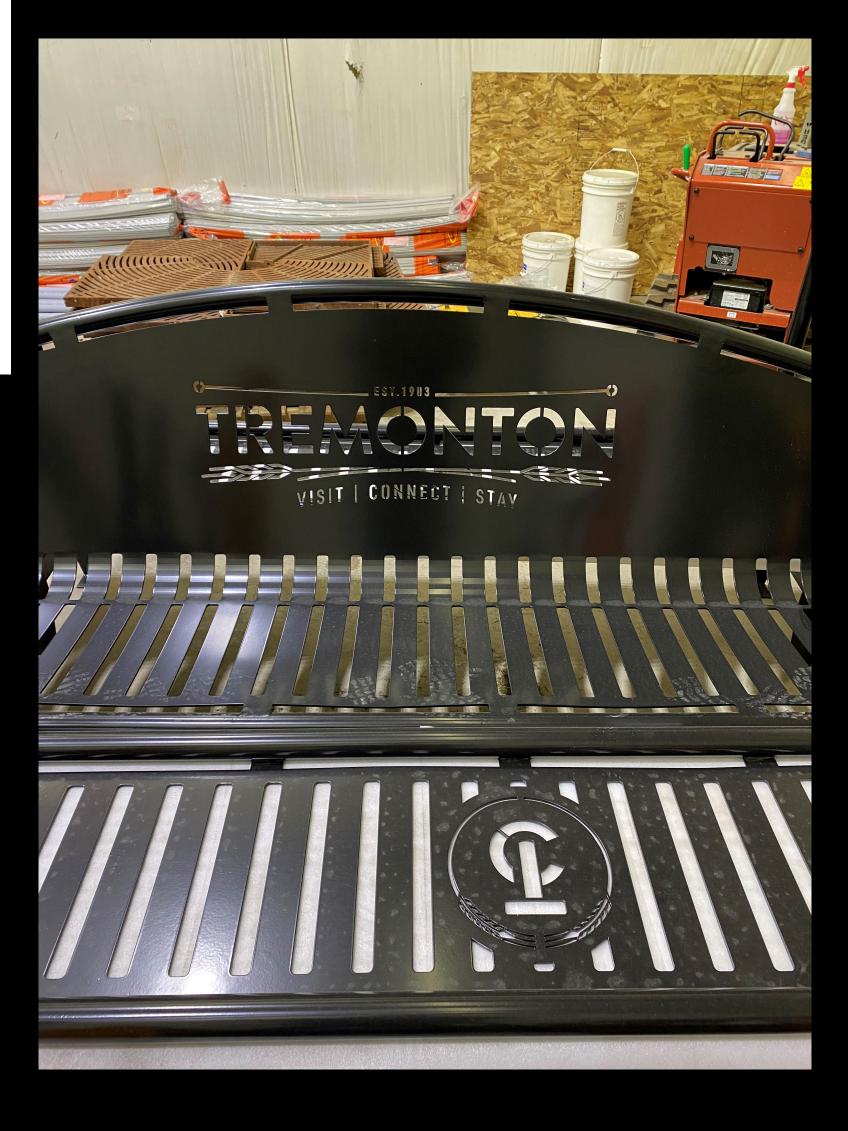
D - Site Sign



E - Welcome Sign

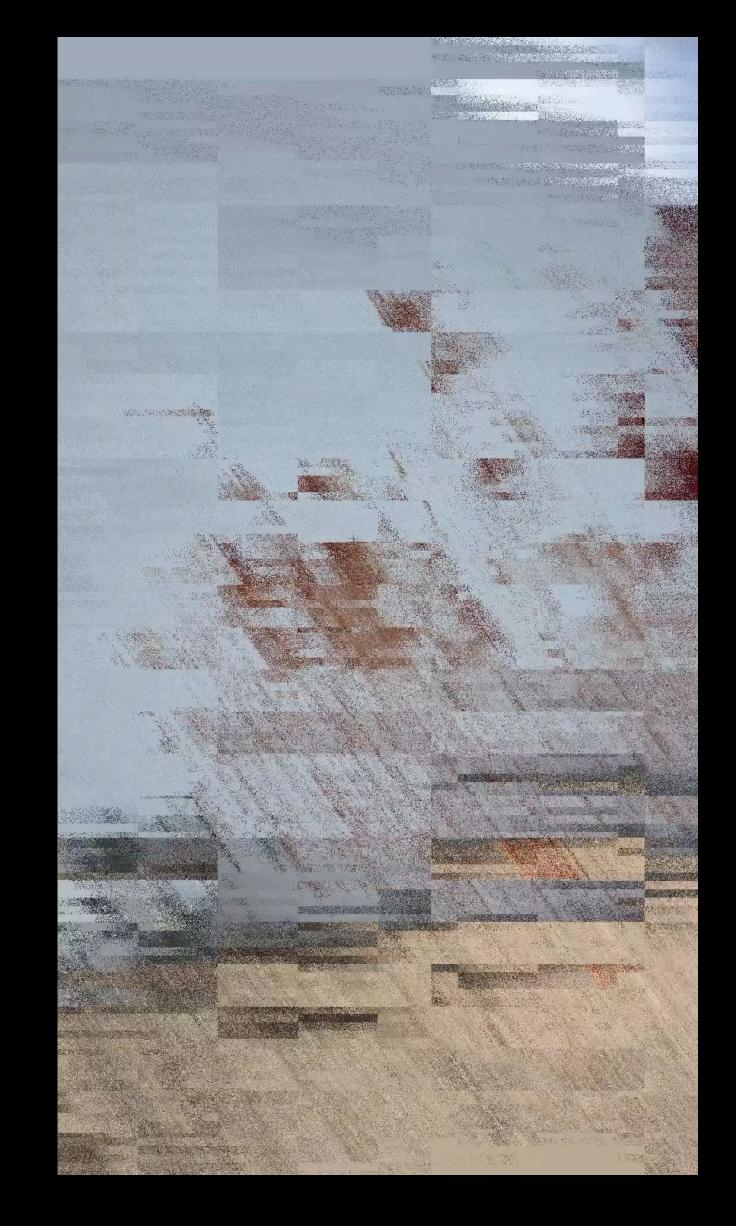






New Activity Downtown

- New Business
 - Once Returned (2 W Main St)
 - The Emporium (62 N 100 W)
 - Tattoo Shop Expansion
 - Crystal Corner relocated into old grain elevator on Main St
 - Titan Sporting Goods (486 W Main)
 - Mountain View Printing (relocated to 425 W Main St)
- New Mural
 - Chief Sagwitch Mural (110 E Main St)



https://www.instagram.com/reel/CunabZ8OuU4/



Before removing the front facade



After removing the front facade exposing the original architectural details



Before Jay's Sign Renovation



After



Before



After Jay's Sign Renovation

Media, Promotion, Etc

- Radio Interview
 - Engaged in a discussion with Logan Downtown's manager on KVNU's We The People
 - Discussed Tremonton events as well as open dialogue about the importance of supporting local and cities working together.
- Social Media
 - Downtown events are posted regularly on social media and shared into local groups.

2023-2024 Goals

- Continue and grow current activities and events
 - Farmer's Market
 - Second Friday Stroll
 - Small Business Holiday Passport
- Build the new business group and grow the collaboration and support between each entity
- Participate in the Midland Square renovation project
- Work with downtown businesses to remove old, broken, outdated signage
- Create a Main Street page on the city website highlighting local businesses, entertainment, and food
- Consider a spring Sidewalk Sale on Main Street

Social Media Manager

Year In Review

Social Media

- Facebook
 - Consistently posting to city and police department pages
 - Assisting with other departments when necessary, including creating graphic templates for them to use with the city's branding
 - Created Animal Shelter page
 - Implemented a weekly "What's Happening" post every Monday highlighting activities, events, and meetings in different departments.
- Instagram
 - Created city page
 - Consistently posting to city page, creating stories, reels, etc.



Posts About Mentions Reviews Followers Photos More

Intro

Tremonton: A connected community with a vibrant and welcoming feel.

- Page · Government organization
- 102 South Main Street, Tremonton, UT, United States, Utah
- **(**435) 257-9500
- tremonton@tremontoncity.com
- Tremontoncity.org

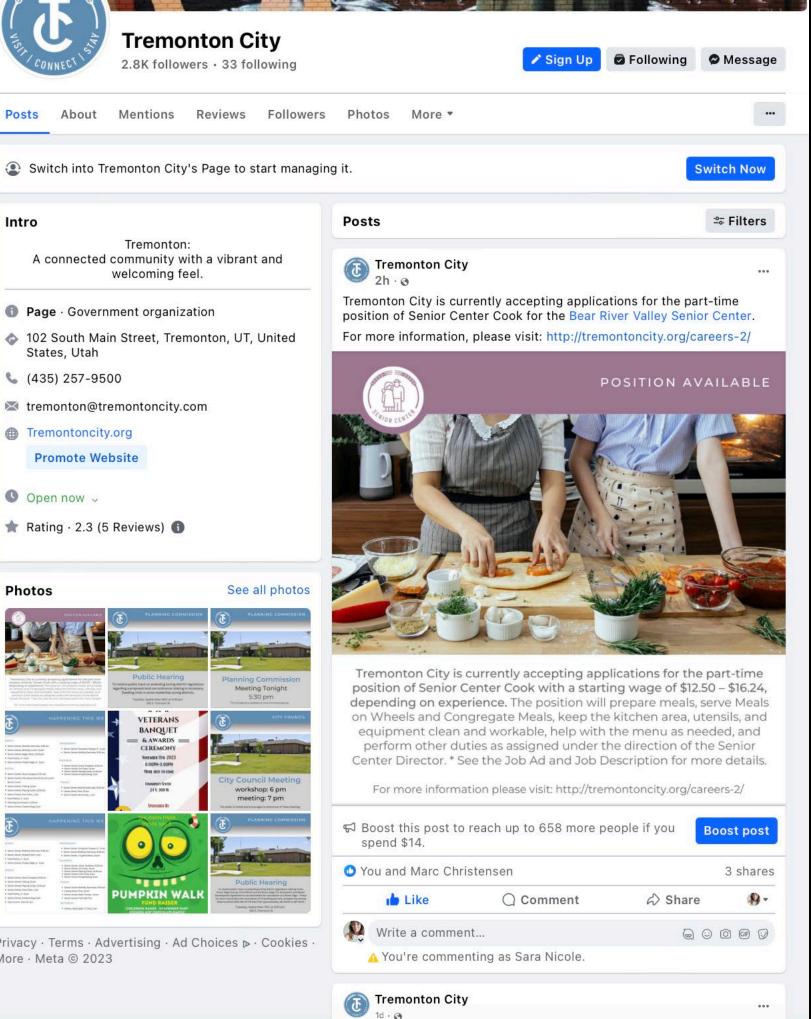
Promote Website

Open now ~

Rating · 2.3 (5 Reviews)

BANQUET PUMPKIN WALK

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Planning Commission is meeting tonight at 5:30 pm.





tremontoncity

Edit profile View Archive

Motorcade Route: Tremonton Main Street and

300 E to BR High School

COMMUNITY TAILGATE PARTY

4:45-6:00PM

North Parking Lot next to Seminary Building

266 posts 259 followers 33 following

Tremonton City

Government Official

Tremonton City's official profile. Follow for updates on what's happening in and around town! #TremontonUtah #TremontonCity @ www.tremontoncity.org + 2



PTEMBER 11 & 12

Donate to the Food Pantry by Scanning the QR code to take you to the Tremonton City Donation Page.

3 - 6 pm

POSTS © REELS □ SAVED **B** TAGGED Planning Commission Bunch, 11 am enior Center, Tatting, 12 pm Meeting Tonight Senior Center, Playing Cards, 12:30 pm 5:30 pm Food Pantry, 3 - 6 pm **VETERANS** BANQUET FOOD == & AWARDS === CEREMONY **FOR** NOVEMBER 11th, 2023 6:00PM-8:00PM MORE INFO TO COME COMMUNITY CENTER City Council Meeting accept canned goods in place of mo or patron fines. All of the good coll 24 N. 300 W. workshop: 6 pm *Please note that this cannot in for items lost or needing to be meeting: 7 pm \$1 FINE = 1 CAN OF FOOD . Senior Center, Midland DUP, 1 pm Food Pantry, 3 - 6 pm . Senior Center, Project Night, 4 - 9 pm JESDAY Senior Center, Silver Sneakers, 9:30 am . Senior Center, Tatting, 12 pm Planning Commission Senior Center Nobility Exercises, 9:
Library Story Time, 10 am
Senior Center, Best Friends, 12 pm
Senior Center, Fort Hall Trip **PUMPKIN WALK** . Senior Center, Foot Clinic, 1 pm **Meeting Tonight** Food Pantry, 3 - 6 pm 5:30 pm . City Council, 6 pm & 7 pm . Library, Adult Splat 'n' Chat, I pm **COMMUNITY FEEDING COMMUNIT** HOMECOMING 9. OOD DRIVE Senior Center Computer Classes. 9 - 11 an
 Senior Center Mobility Exercises, 9:30 am
 Senior Center, Hearing Aid Cleaning, 12 pm
 Senior Center, Bingo, 1 pm FRIDAY, SEPTEMBER 8 Senior Center, CSFP Food Box Pick Up, 12:30 pm Senior Center, Garland DUP, 1 pm MOTORCADE @ 4:30PM Food Pantry, 3 - 6 pm ITEMS NEEDED: THURSDAY port the Community by droping off ons to the Pantry @ 200 S. Tremont St. Line the route & cheer in support for our Bear Teams & Clubs!

Senior Center, Tetting, 12 pm Senior Center, Playing Cards, 12:30 pm

tanning Commission, 5:30, pm

Food Pantry, 3 - 6 pm

· Library Story Time, 10 am

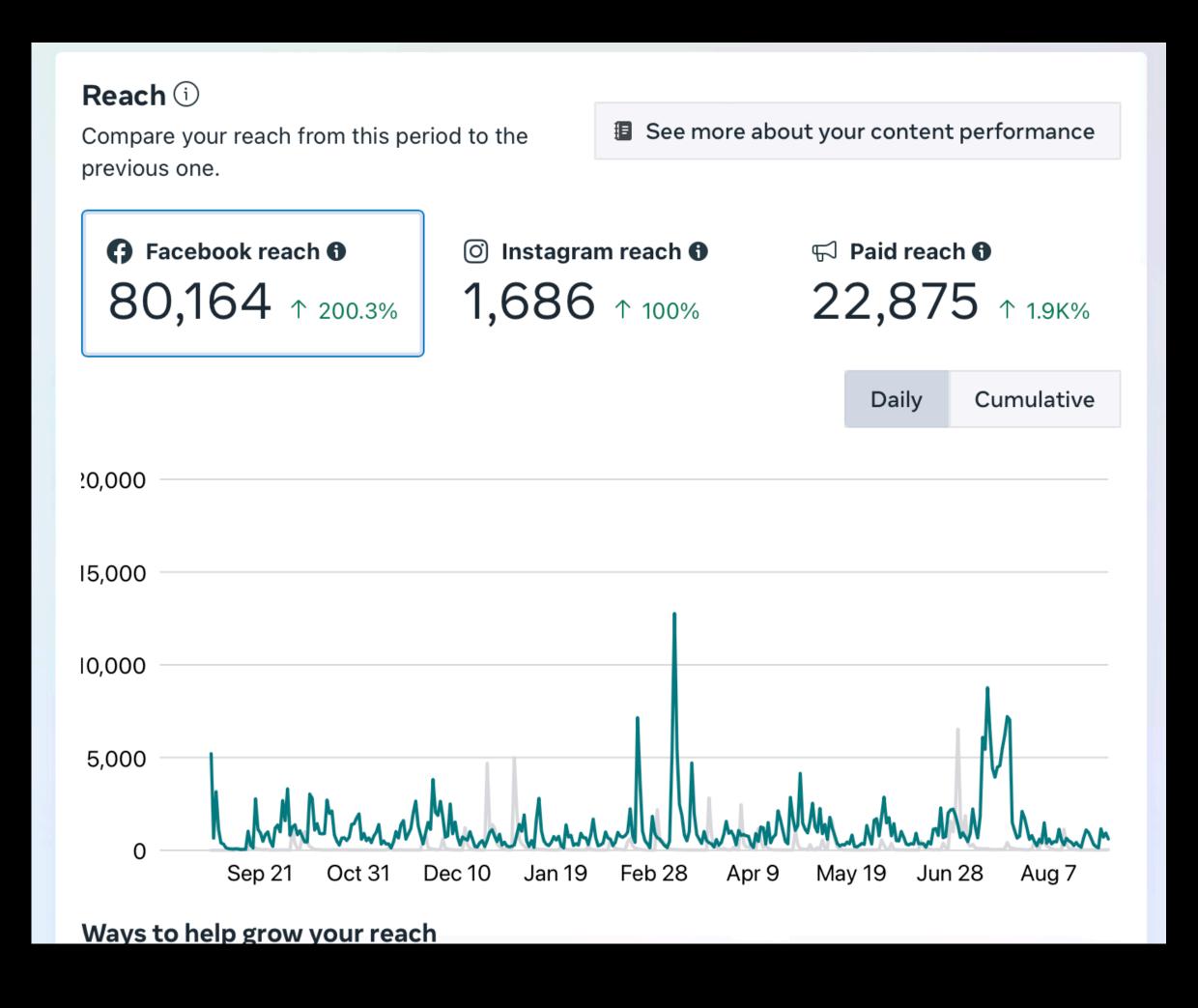
. Senior Center, Amy Carter Music, 12 pr

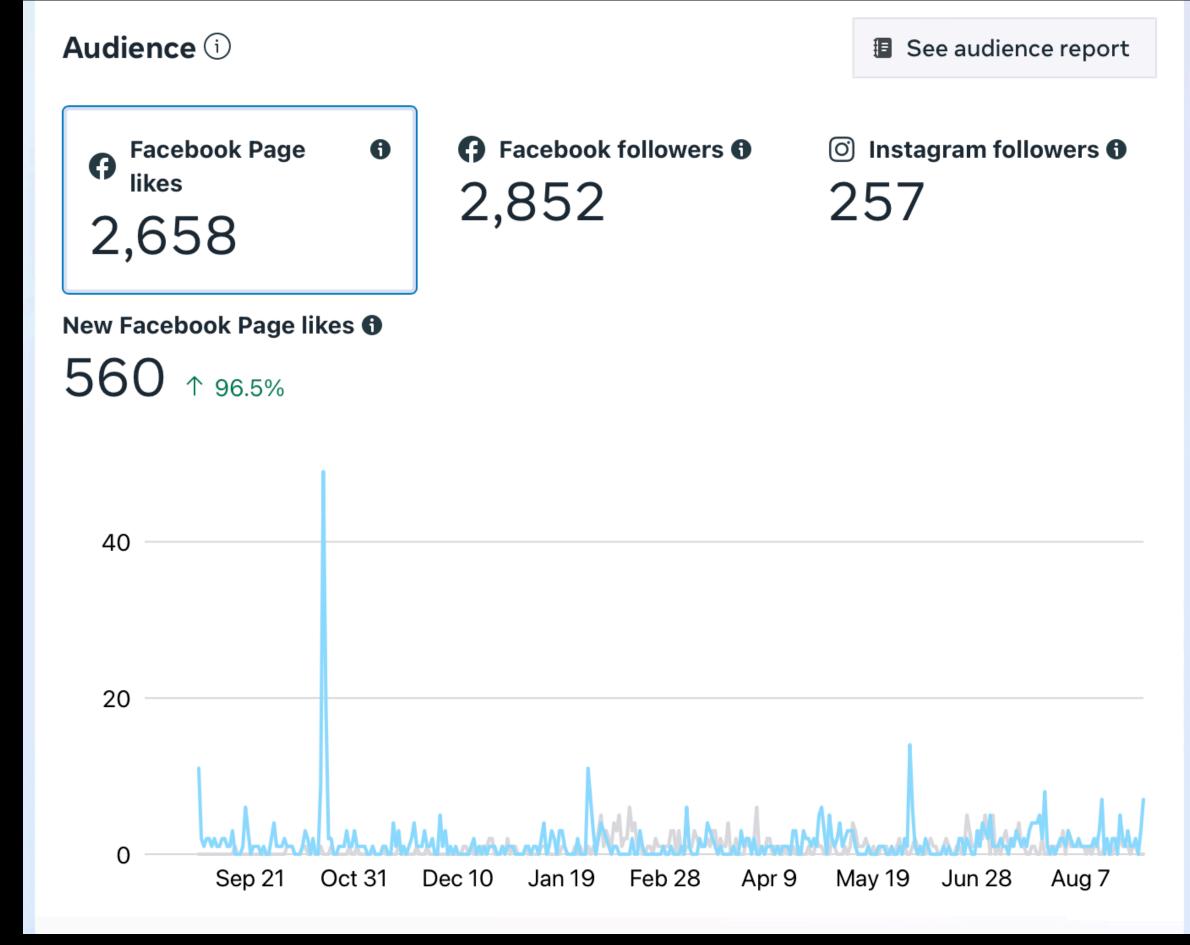
· Library, National Play-Doh Activity, 11



Social Media Stats, City Page

September 1, 2022 - August 31, 2023





Goals For 2023 - 2024

- Continue to build relationships with department heads
 - Attend department head meetings
 - Increase communication about events, activities, projects
 - Schedule posts weeks ahead of time
- Ensure all city activities, events are promoted in a timely manner on social media
- Ensure all important news, changes, etc. from the city are shared
- Increase following and engagement on both Facebook and Instagram
- Provide regular updates about any construction projects
 - Road projects coming up

RESOLUTION NO. RDA 23-13

A RESOLUTION OF TREMONTON CITY RDA AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH SARA MOHRMAN FILLING THE DUTIES OF A MAIN STREET MANAGER

WHEREAS, to revitalize Tremonton City's Main Street, the Tremonton City Redevelopment Agency (RDA) has undergone several Main Street visioning and planning processes; and

WHEREAS, more specifically, in 1988, the National Development Council (NDC) met with a cross-section of retailers, property owners, public officials, institutional leaders, and business owners with a direct interest in or involvement with, the downtown area and created a Main Street revitalization plan; and

WHEREAS, in 2013, the American Institute of Architect's (AIA) Sustainable Design Assessment Team (SDAT) worked closely with local officials, community leaders, technical experts, and citizens to create goals, objectives, and elements of revitalizing Main Street; and

WHEREAS, both the 1988 NDC plan and the 2013 SDAT plan recommended that a Main Street Manager be hired; and

WHEREAS, more specifically, the 1988 NDC plan stated that a <u>half-time person should</u> <u>be hired as staff</u> to carry out advertising, promotion, and leasing activities. The person could be hired for six months to get the program underway. A clear work program would be provided for the downtown manager. If the position is a success, a longer-term commitment funded by the merchants would be appropriate. The key to downtown revitalization is organization and management. To implement a successful program, someone must be in charge every day. The downtown manager makes the process happen and gets results; and

WHEREAS, more specifically, the 2013 SDAT plan stated step one of Main Street revitalization is creating a 21st-century organization that brings residents, commercial property owners, commercial businesses, and elected officials together to work together on Tremonton's behalf. This is the group that will create a leadership structure, raise money to <u>hire a downtown district manager</u>, and create committees for reviewing design proposals, brainstorming promotional events, and leading an economic redevelopment plan; and

WHEREAS, many of the issues identified in the 1988 NDC plan and the 2013 SDAT plan are relevant today, including the need to hire a Main Street Manager; and

WHEREAS, the RDA has created a job description for a Main Street Manager, which is subject to being amended and refined in the future to meet the changing needs of Tremonton City; and

WHEREAS, Sara Mohrman has distinguished herself as an individual with the desire, knowledge, skills, and abilities to fulfill the Main Street Manager's job description, whose primary functions include promotions, events, organization, and design; and

WHEREAS, Mohrman has successfully started and marketed a business located on Main Street that is centered on promoting local artists and shopping locally; and

WHEREAS, Mohrman, in conjunction with the Parks and Recreation Department, has started a thriving Farmer's Market on Main Street; and

WHEREAS, the RDA entered into an agreement with Mohrman an Independent Contractor in September 2022 to fulfill the job description of Main Street Manager, and

WHEREAS, Sara Mohrman (hereafter the Contractor), has filled the position of Main Street Manager well based on her demonstrated skills and abilities; and

WHEREAS, per Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is amending a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, the Contractor is desirous to continue providing professional services to the RDA of a Main Street Manager.

THEREFORE BE IT RESOLVED that the Tremonton City Redevelopment Agency approves an amendment to the professional services agreement with Sara Mohrman to provide professional services filling the duties of a Main Street Manager as contained in Exhibit "A."

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 3rd day of October 2023.

	REDEVELOPMENT AGENCY	
	Lyle Holmgren, Chairperson	
ATTEST:		
Linsey Nessen, Executive Secretary	-	

EXHIBIT "A"

PROFESSIONAL SERVICE AGREEMENT BETWEEN TREMONTON CITY REDEVELOPMENT AGENCY AND SARA MOHRMAN TO PROVIDE PROFESSIONAL SERVICES FILLING THE DUTIES OF A MAIN STREET MANAGER

THIS PROFESSIONAL SERVICE AGREEMENT (hereinafter referred to as the "Agreement") for main street management services is made by, and between Tremonton City Redevelopment Agency, a body corporate and politic of the State of Utah (hereinafter referred to as "RDA"), and Sara Mohrman (hereinafter referred to as the "Contractor"), individually or jointly the RDA and Contractor shall be referred to as "Party" or "Parties."

RECITALS

WHEREAS, to revitalize Tremonton City's Main Street, Tremonton City Redevelopment Agency (RDA) has undergone several Main Street visioning and planning processes; and

WHEREAS, more specifically, in 1988, the National Development Council (NDC) met with a cross-section of retailers, property owners, public officials, institutional leaders, and business owners with a direct interest in, or involvement with, the downtown area and created a Main Street revitalization plan; and

WHEREAS, in 2013, the American Institute of Architect's (AIA) Sustainable Design Assessment Team (SDAT) worked closely with local officials, community leaders, technical experts, and citizens to create goals, objectives, and elements of revitalizing Main Street; and

WHEREAS, both the 1988 NDC plan and the 2013 SDAT plan recommended that a Main Street Manager be hired; and

WHEREAS, more specifically, the 1988 NDC plan stated that a <u>half-time person should</u> <u>be hired as staff</u> to carry out advertising, promotion, and leasing activities. The person could be hired for six months to get the program underway. A clear work program would be provided for the downtown manager. If the position is a success, a longer-term commitment funded by the merchants would be appropriate. The key to downtown revitalization is organization and management. To implement a successful program, someone must be in charge every day. The downtown manager makes the process happen and gets results; and

WHEREAS, more specifically, the 2013 SDAT plan stated step one of Main Street revitalization is creating a 21st-century organization that brings residents, commercial property owners, commercial businesses, and elected officials together to work together on Tremonton's behalf. This is the group that will create a leadership structure, raise money to <a href="https://district.nie.org/hirea/hi

WHEREAS, many of the issues identified in the 1988 NDC plan and the 2013 SDAT plan are relevant today, including the need to hire a Main Street Manager; and

WHEREAS, the RDA has created a job description for a Main Street Manager; and

- **WHEREAS,** Sara Mohrman has distinguished herself as an individual with the desire, knowledge, skills, and abilities to fulfill the Main Street Manager's job description, whose primary functions include promotions, events, organization, and design; and
- WHEREAS, Mohrman has successfully started and marketed a business located on Main Street that is centered on promoting local artists and shopping locally; and
- **WHEREAS,** Mohrman, in conjunction with the Parks and Recreation Department, has started a thriving Farmer's Market on Main Street; and
- **WHEREAS,** the RDA entered into an agreement with Mohrman an Independent Contractor in September 2023 to fulfill the job description of Main Street Manager, and
- **WHEREAS,** Sara Mohrman (hereafter the Contractor), has filled the position of Main Street Manager well based on her demonstrated skills and abilities; and
- **WHEREAS,** per Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is amending a Professional Services Agreement and thus is not required to obtain multiple bids; and
- **WHEREAS,** the Contractor is desirous to continue providing professional services to the RDA of a Main Street Manager.
- **NOW, THEREFORE,** in consideration of the promises contained herein, the Parties agree as follows:

SECTION 1 – SERVICES RENDERED

1.01 Services Rendered. The Contractor agrees to obligate herself to faithfully perform and fulfill professional services contained in the RDA Main Street Manager's job description. The RDA Executive Director maintains the job description by amending and refining the job description to meet the changing needs of Tremonton City RDA. The Main Street Manager's job description, as of the effective date of this Agreement, is attached as Exhibit "1" of this Agreement.

In addition to the job description, the Contractor has created a multi-year work plan, which is attached in Exhibit "2," that provides a general idea regarding the events, projects, and tasks for the Main Street Manager to complete each year. The City and Contractor agree that the work plan accomplished may differ from the list in Exhibit "2." Many of the events, projects, and tasks are recurring year after year, with some tasks being completed once a year. The current job description and work plan collectively constitute the Services Rendered by the Contractor.

- 1.02 Response for Assistance. The Contractor covenants to promptly respond to email and phone messages from City staff. Excepting the Contractor's emergencies and other unusual situations, the Contractor agrees to respond to these messages no later than twenty-four (24) hours after receipt of the message.
- 1.03 Reporting. The RDA and Contractor have created effectiveness standards contained in Exhibit "3" to provide some framework to evaluate the Contractor's success when

performing Services Rendered. The effectiveness standards included in Exhibit "3" are the City and Contractor's best ideas for assessing the effectiveness concurrent with approving this Agreement. The City and Contractor agree that some of the effectiveness standards may be omitted during the actual performance of the Services Rendered because the data supporting the standard is hard to obtain, and new standards may be developed that provide a perspective regarding the Contractor's effectiveness. Effectiveness standards shall be based on the following categories: Organization, Promotion, Design, Economic Restructuring, and Community. The Contractor shall provide an annual report to the RDA of these effectiveness standards.

1.04 Use of Grammarly. The Contractor acknowledges that they represent Tremonton City, and that the City desires to have social media posts be grammatically correct, clear, and concise. As such, the Contractor covenants to purchase the Premium version of Grammarly and use this application on written materials. Grammarly is a cloud-based assistant that reviews spelling, grammar, punctuation, clarity, engagement, and delivery mistakes. Grammarly uses artificial intelligence to identify and search for an appropriate replacement for the error it locates.

SECTION 2 – TERMS OF AGREEMENT

- 2.01 Term of Agreement. The Agreement shall commence on the date of execution, which shall be the date the latter Party signs the Agreement, and shall continue until terminated by either Party. Termination may be commenced by either Party, with or without cause. It shall be effected by written notice, as further described in Section "6.09 Notices" of this Agreement, given not less than ninety (90) days before the termination date.
- 2.02 Compensation and Timelines. The RDA shall compensate the Contractor twenty-five thousand (\$25,000) a year during the initial term of the Agreement to fulfill the duties and responsibilities of the Main Street Manager. The Contractor will be given the same Cost of Living Adjustment that Tremonton City employees receive annually as long as the contract is in effect. The Contractor shall submit monthly invoices, which shall become due and payable by the RDA within thirty (30) days of submission. The RDA shall pay a prorated share of the compensation amount if the Agreement is terminated part way through the year. Services Rendered under this Agreement shall be suspended if payment is not received within five (5) days following the due date.
- 2.03 Independent Contractor. The Contractor is an independent contractor and shall not be eligible for employee benefits from the RDA such as, but not limited to, health insurance, dental insurance, workers' compensation, life insurance, 401(k) participation, or retirement plans. Furthermore, the Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the RDA after the Tax year in which work is performed.
- 2.04 Independent Contractor Equipment & Facilities. The Contractor is an independent contractor responsible for furnishing their own equipment, materials, etc., necessary to complete the professional Services Rendered associated with the Agreement. Such equipment may include but is not limited to the computer, cell phone, software, office space, office materials, travel expenses, etc.

SECTION 3 – OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

- 3.01 Skills and Expertise. The Contractor represents that they possess the requisite skill, expertise, and licensing to perform the required services. The Contractor shall perform its services consistent with the professional skill and care necessary to prepare written minutes of public bodies.
- <u>3.02</u> Authority. The undersigned each represents full authority to sign this Agreement and enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

SECTION 4 – OWNERSHIP OF ANY WORK PRODUCT

4.01 Ownership of Work Product. Services Rendered shall constitute "work made for hire" for Tremonton City and RDA. Tremonton City and RDA shall be considered the author of such work for all purposes and the exclusive owner of all rights comprised in the copyright of such work and shall have the right to exploit any or all of the foregoing in any and all media, now known or later devised. Tremonton City and RDA shall retain ownership and rights, together with the copyright, to any elements associated with the Contractor's work product. Upon paying the invoice for the work, the Contractor shall surrender the work product, the electronic files or paper versions of documents, spreadsheets, etc.

SECTION 5 – MISCELLANEOUS

- <u>5.01</u> Non-Fiduciary Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, or fiduciary status or relationship between them and expressly affirm that they have entered into this Agreement as independent contractors and that the same is in all respects an "arms-length" transaction.
- <u>5.02</u> Further Instruments. The Parties hereto agree they will execute any other documents or legal instruments necessary or required to carry out and effectuate all of the provisions hereof.
- <u>5.03</u> Assignment. Parties agree that they may not assign this Agreement to any other person or entity without the express prior written consent of the other Party.
- <u>5.04 Preparation of Agreement</u>. The Parties hereto acknowledge they have both participated in preparing this Agreement. If any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto on the drafting hereof.
- 5.05 Entire Agreement. This Agreement sets forth the entire understanding of the Parties concerning the subject matters stated herein and supersedes any prior or contemporaneous oral and written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals; and the Parties acknowledge no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their judgment after consultation with their respective attorney or attorneys.
- <u>5.06</u> Counterparts, Duplicate Copies, and Facsimile Copies. This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement; all executed copies of this Agreement shall constitute duplicate originals, and a copy or facsimile signature shall be treated for all purposes as an original signature.

- <u>5.07</u> <u>Modification.</u> The Agreement may not be modified in any manner except in writing signed by each Party.
- <u>5.08</u> Waiver. A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given and shall not be deemed a continuing waiver of the said provision, nor shall it be construed as a waiver of any other provision hereof.
- <u>5.09</u> Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Attention: Sara Mohrman 1465 E Main Street Tremonton, UT 84337 <u>sara.mohrman@gmail.com</u> 312-502-3250

Attention: Tremonton RDA Executive Director 102 South Tremont Street Tremonton, Utah 84337

- <u>5.10</u> Incorporation of Recitals and Exhibits. All recitals and exhibits contained herein and attached hereto are hereby incorporated into the Agreement.
- <u>5.11</u> Severability. If any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other parts of the Agreement shall remain in full force.
- <u>5.12</u> Attorney's Fees and Costs. In the event, any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney's fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.
- <u>5.13</u> Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in with the laws of the State of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.
- <u>5.14 Survival of Terms.</u> All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement. Any term in the Agreement intended by its nature to survive the execution date of the Agreement shall so survive.
- <u>5.15</u> Conflicts of Interest. The Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of Tremonton City and RDA to secure favorable treatment with respect to being awarded this Agreement.
- <u>5.16</u> Insurance. The Contractor shall be responsible for maintaining their own insurance which may include but is not limited to Worker's Compensation Insurance and Employer's liability insurance.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates herein shown below.

TREMONTON CITY REDEVELOPMENT AGENCY

Attest: Linsey Nessen, Executive Secretary (Date) SARA MOHRMAN, CONTRACTOR Sara Mohrman, (Date)

EXHIBIT "1"

Tremonton City

Job Description

Job Title:	Main Street Manager			
Department:	Professional Services			
Location:	102 South Tremont Street, Tremonton Utah			
Pay Level:	Contracted Amount			
Physical Demands: Category II – Light Work as per the Pre-Employment Evaluation Program				
Employment Status		Employment Classification Require		Required Equipment
Exempt			Full-time	City Vehicle
Non Exempt		Part-time		Cell Phone
Safety Sensitive		Part-time Recreation		Pager
On Call		Temporary/Emergency		Personal Protective Equip.
Public Safety			Firefighter/EMT	
X Independer	nt Contractor		Benefits	
		Х	Contract	

Job Summary

The Main Street Manager is responsible for the coordination, oversight, and enhancement of Tremonton City's Main Street, with the primary emphasis on the historic downtown. Objectives of Main Street Manager include economic vitality, events, activities, promotion, marketing, design projects, and relations between business, consumers, and Tremonton City.

Supervision

Given: None

Received: City Manager

Essential Duties

- Implements projects from conception to completion associated with revitalizing and improving Main Street, with the primary emphasis on Tremonton City's historic downtown. Main Street improvement projects include economic vitality, urban design, promotion, and organizing stakeholders.
- Develops metrics and collects data to evaluate projects and programs associated with revitalizing Tremonton City's historic downtown. These metrics may include economic monitoring, construction improvements, and photographic

- documentation of all physical changes. Based on the evaluation, recommends necessary changes to the Main Street projects and programs.
- Build strong and synergistic relationships with Main Street stakeholders, including property owners, business owners, shoppers, elected officials, city employees, Box Elder Chamber of Commerce, and appropriate public agencies at the local and state levels, etc.
- Creates compelling and honest content, including photographs and videos to be shared on social media that promotes and highlights Main Street activities, promotions, events, and services. Tracks social media data from posts and events.
- Creates and keeps current a page on the City website relating to Main Street, which promotes activities, accomplishments, improvements, businesses, history, etc.
- Creates and maintains a Tremonton Shop Local Campaign.
- Develops education programs to enhance appreciation of the historic downtown's architecture and other assets. Assist with historic preservation of the downtown assets.
- Assist the property owners and City with the physical improvements of the Main Streets buildings, signs, streetscape, public spaces, etc.
- Creates and coordinates joint promotional events, such as seasonal festivals or cooperative retail promotional events, within Tremonton City's historic downtown.
- Recruits and engages volunteers to assist with promotional events, activities, and beautification projects.
- Communicates with City staff and other appropriate stakeholders regarding event planning, beautification projects, grant coordination, etc.
- Identifies and applies for grants and manages awarded grants.
- Creates visibility for the historic downtown through speaking engagements, media interviews, and appearances.
- Occasionally presents at City Council meetings regarding City events; such tasks include writing supporting memorandum for agenda cover sheet, developing PowerPoint presentation and verbal presentation to members of Council and the community.
- Researches, analyzes, and implements best practices from other Main Street programs to revitalize Tremonton City's Main Street.
- In all ways, promote Tremonton City's Main Street and historic downtown.
- Other duties as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Public relations and media relations, web management and design.
- Media production, communication, and dissemination techniques and methods.
 This includes alternative ways to inform and entertain via written, oral, and visual media.
- Office practices and procedures, methods, techniques, and equipment.
- Spreadsheet programs to create reports for analysis and process improvement.
- Correct English usage, spelling, and vocabulary.
- Historic preservation.

 Retail, promotions, advertising, and marketing as needed in shopping centers and/or other retail areas.

Skills in:

- Operating a personal computer and Microsoft products.
- Organizing and managing projects and programs.
- Grant writing and administration.
- Social media platforms, mobile applications, computer software including word processing, desktop publishing (specifically Adobe Creative Suite, which includes Photoshop, Premiere, Acrobat, and InDesign programs), and web development.

Ability to:

- Work independently, make proper decisions, and use initiative and common sense.
- Learn assigned tasks readily and adhere to a prescribed routine.
- Follow verbal and written instructions.
- Communicate effectively verbally and in writing.
- Establish effective working relationships with business owners, property owners, employees, and the public.
- Represent the City with decorum in a manner that promotes public confidence in the City, its officials, and employees.
- Exhibit patience and empathy with persons holding hostile or opposing views.
- Maintain professional confidences.
- Understand and follow City ordinances and policies.

Physical Demands

- Typically sit at a desk or table.
- Frequently lifting of up to ten pounds and occasional lifting of up to 25 pounds.
- Occasional bending, stooping, lifting, or climbing steps and ladders.
- Considerable walking may be involved.
- Work for sustained periods of time, maintaining concentrated attention to detail.
- Specific hearing abilities are required by the job.
- Essential functions utilize abilities in talking, hearing, and seeing.
- Mental application utilizes memory for details, verbal instructions, and emotional stability.

Working Conditions

- May experience exposure to stressful situations as a result of human behavior and exposure to deadlines.
- Work is primarily performed in an office or other environmentally controlled room.

Education & Experience

- A high school diploma or equivalent is required.
- Demonstrated knowledge of Main Street program methodology and tools.

Resolution RDA No. 23-13 October 3, 2023

Special Requirements

- Must have a valid Utah driver's license.
- Required to provide own laptop computer.
- The successful agreement of the terms between Tremonton City and the contractor is a prerequisite to this position.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Tremonton City is an EEO/ADA employer.

EXHIBIT "2" - Four-year work plan broken down by year

- What follows below identifies the general idea and plan for events, projects, and tasks for the Main Street Manager to complete each year
- Many tasks are recurring year after year, with some tasks being one and done
- The items in bold are what is being added in the new year.

Year One

- Decorate the downtown area for the Christmas season
 - Partner with Parks & Rec with Christmas light competition
- Wayfinding signs
- Regular posts to social media
- Remove old signs from downtown businesses
- Continue farmers market
 - Coordinate with organizations for fundraising opportunities
- Kid's art walk on main street
- Blade sign & facade grants
- Main Street page on the website
- Work with local businesses & city to advertise/promote our local businesses/events
- Create shop local campaign
- Spend time walking the main street to identify areas of concern
- Engage in city meetings attend city council meetings
- Gather volunteers and maintain a running list of volunteers
- Build relationships and regularly check-in with main street businesses
 - See if any businesses are willing to share data to see if what is being done is helping to increase their foot traffic and/or revenue
- Misc. Meetings to check in with city leaders and dept. heads
- Engage and respond to any emails, contacts, etc from the public and business owners
- Assist Parks & Rec & chamber with downtown events
- Gather, create & post content on city social media & google
 - Attend city activities, meetings, etc.
 - Connect with dept. heads and city leaders for info that needs to be posted
- Gather baseline stat information in regards to Main Street

Year Two

- Help plant and place main street flower pots
- Benches on Main Street (look into grant options)
- Reintroduce sidewalk sales
- Meet with local realtors, developers, landlords, etc and discuss main street goals, plans, etc
- Decorate downtown area for Christmas season
 - Partner with Parks & Rec with Christmas light competition
- Continue farmers market
- Regular posts on social media
- Kid's art walk on main street
- Update any info to main street page on the website
 - Provide news/events/etc for the newsletter that is main street/downtown specific

- Continue blade sign & facade grants
- Maintain working with local businesses & city to advertise/promote our local businesses/events
- Maintain shop local campaign
- Spend time walking main street to identify areas of concern
- Engage in city meetings attend city council meetings
- Maintain volunteer list
- Maintain relationships and support for main street businesses
- Misc. meetings with city leaders and dept. heads to check-in
- Engage and respond to any emails, contact, etc from the public and business owners
- Assist Parks & Rec and Chamber with any downtown events
- Gather, create & post content on city social media & google
 - Attend city activities, meetings, etc.
 - Connect with dept. heads and city leaders for info that needs to be posted
- Gather new stat information in regards to Main Street

Year Three

- Consider seasonal flower pots on main street all year
- Offer training/education for local business owners
- Music Night in the square
- Consider land uses permitted within the CD Zone with the Planning Commission
- Decorate the downtown area for the Christmas season
 - Partner with Parks & Rec with Christmas light competition
- Continue farmer's market
- Regular posts on social media
- Downtown clean-up day
- Continue Sidewalk sales
- Kid's art walk on main street
- Continue blade sign & facade grants
- Maintain working with local businesses & city to advertise/promote our local businesses/events
- Maintain shop local campaign
- Continue relationship with local realtors, developers, landlords, etc and discuss main street goals, plans, etc
 - Consider fun displays in empty storefronts
- Spend time walking main street to identify areas of concern
- Engage in city meetings attend city council meetings
- Maintain volunteer list
- Maintain relationships and support for main street businesses
- Misc. meetings with city leaders and dept. heads to check-in
- Engage and respond to any emails, contact, etc from the public and business owners
- Assist Parks & Rec and Chamber with any downtown events
- Gather, create & post content on city social media & google
 - Attend city activities, meetings, etc.
 - Connect with dept. heads and city leaders for info that needs to be posted
- Gather new stat information in regards to Main Street

Year Four

- Downtown/City-wide scavenger hunt
- Downtown clean-up day
- Create off-season events to bring people to main street during 1st quarter
- Work with the arts council to have a planned informational mural walk that is free to the public a couple of times a year
- Decorate the downtown area for the Christmas season
 - Partner with Parks & Rec with Christmas light competition
- Continue farmers' market
- Regular posts on social media
- Offer training/education for local business owners
- Maintain working with local businesses & city to advertise/promote our local businesses/events
- Continue Sidewalk sales
- Music Night in the square
- Kid's art walk on main street
- Continue blade sign & facade grants
- Maintain working with local businesses & city to advertise/promote our local businesses/events
- Maintain shop local campaign
- Spend time walking main street to identify areas of concern
- Engage in city meetings attend city council meetings
- Maintain volunteer list
- Maintain relationships and support for main street businesses
- Misc. meetings with city leaders and dept. heads to check-in
- Engage and respond to any emails, contact, etc from the public and business owners
- Assist Parks & Rec and Chamber with any downtown events
- Gather, create & post content on city social media & google
 - Attend city activities, meetings, etc.
 - Connect with dept. heads and city leaders for info that needs to be posted
- Gather new stat information in regards to Main Street

EXHIBIT "3"- Effectiveness Standards

Organization

- Volunteer numbers
 - How many volunteers recruited
 - How many volunteer hours
 - Independent Sector (a nonprofit coalition of charitable groups) valued hourly volunteer time at \$19.51/hour in 2007.
 - Total volunteer time should be considered as an in-kind donation of \$xx.xx for the year
- Document grants received
- Document the number of successful partnerships
 - Track collaborative efforts with civic organizations, schools, local, county and state organizations

Promotion

- Document the number of vendors at events
 - Calculate the increase/decrease every year
- Document the number of participating retailers
 - Calculate the change in percentage from year to year
 - Use increase to convince business owners to take part in events
- Quantify the dollar value of all media exposure
 - Any articles or stories published about main street activities
 - Use average advertising rate(s) to determine the value

Design

- Compile a list of private design improvements and their costs
 - Including signs, building rehabilitations, facade & interior renovations
 - Keep this list updated
- Compile a list of the public improvement projects and their costs
 - Street furniture, plants, street/sidewalk improvements, parking, improved lights, etc
- RDA monitors and keeps track of monetary value in the district

Economic Restructuring

- Retail Leaking Analysis
- Create a baseline at the beginning to use for comparison year to year
 - Number of businesses in the district
 - Number of new businesses
 - Number of jobs in the district
 - Number of housing units
 - Residents provide additional nighttime activity, etc
 - Average rental rates
 - Vacancy rates
- Based on square footage or by the total number of spaces
- Change in Business Mix

- From service to retail
- Calculate reinvestment ratio
 - Tally the number of total investments during the past year vs. the money spent on Main Street manager
 - Include volunteer hours converted to dollars
 - Include private and public reinvestment

Community

- Survey
- Net promoter score
 - Are we seeing great turn out at city activities
 - Are residents having fun?
 - Are residents wanting more?
 - How is the overall vibe in the city?
 - Do residents seem to be happy, enjoying the activities, etc or do residents seem upset, frustrated, unhappy?

RESOLUTION NO. RDA 23-14

A RESOLUTION INITIATING THE PROCESS OF ADOPTING A COMMUNITY REINVESTMENT PROJECT AREA PLAN BY DESIGNATING A SURVEY AREA KNOWN AS THE "AUTOLIV SOLAR CRA SURVEY AREA #1"

WHEREAS, the Tremonton City Redevelopment Agency (the "Agency") is a political subdivision of the State of Utah, created by the City Council of Tremonton City for the purposes currently set forth in the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code; and

WHEREAS, the Agency desires to initiate the process of adopting one or more community reinvestment project area plans by adopting this Resolution establishing the boundaries of a survey area; and

WHEREAS, the boundaries of the survey area are depicted on the map attached as Exhibit "A" (the "Autoliv Solar CRA Survey Area #1"); and

WHEREAS, the Autoliv Solar CRA Survey Area #1 is located entirely within the Agency's boundaries.

THEREFORE BE IT RESOLVED that the Tremonton City Redevelopment Agency as follows:

- 1. The Autoliv Solar CRA Survey Area #1 requires a study to determine whether project area development is feasible within one or more proposed community reinvestment project areas within the Autoliv Solar CRA Survey Area #1. Agency staff, consultants, and legal counsel are authorized and instructed to conduct such a study.
- 2. Agency staff, consultants, and legal counsel are authorized to prepare a proposed community reinvestment project area plan for each proposed community reinvestment project area designated by them in the Autoliv Solar CRA Survey Area #1 and to conduct any examination, investigation, or negotiation regarding each proposed community reinvestment project area that they consider appropriate.
- **3.** The *above* recitals, and the attached Exhibit, are, by this reference, made part of this Resolution.

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 3rd day of October 2023. This Resolution takes effect upon adoption.

	REDEVELOPMENT AGENCY
	Lyle Holmgren, Chairperson
ATTEST:	
Linsey Nessen, Executive Secretary	

EXHIBIT "A" Survey Area Map (all of parcel 06-061-0012)



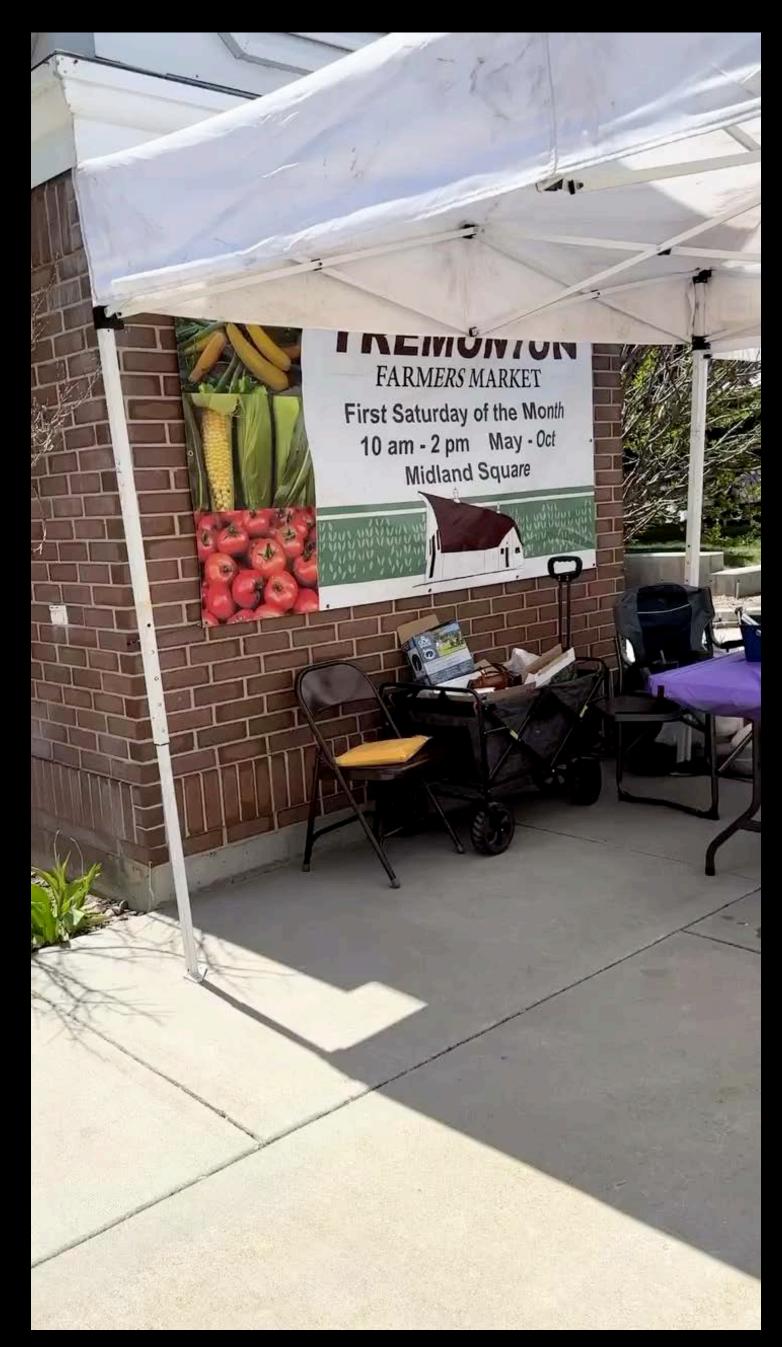
Resolution RDA No. 23-14 October 3, 2023

2023 Tremonton City Farmer's Market

https://www.instagram.com/reel/CtHmdchACVe/



Caption









https://www.instagram.com/reel/Ct-IjXhukfQ/



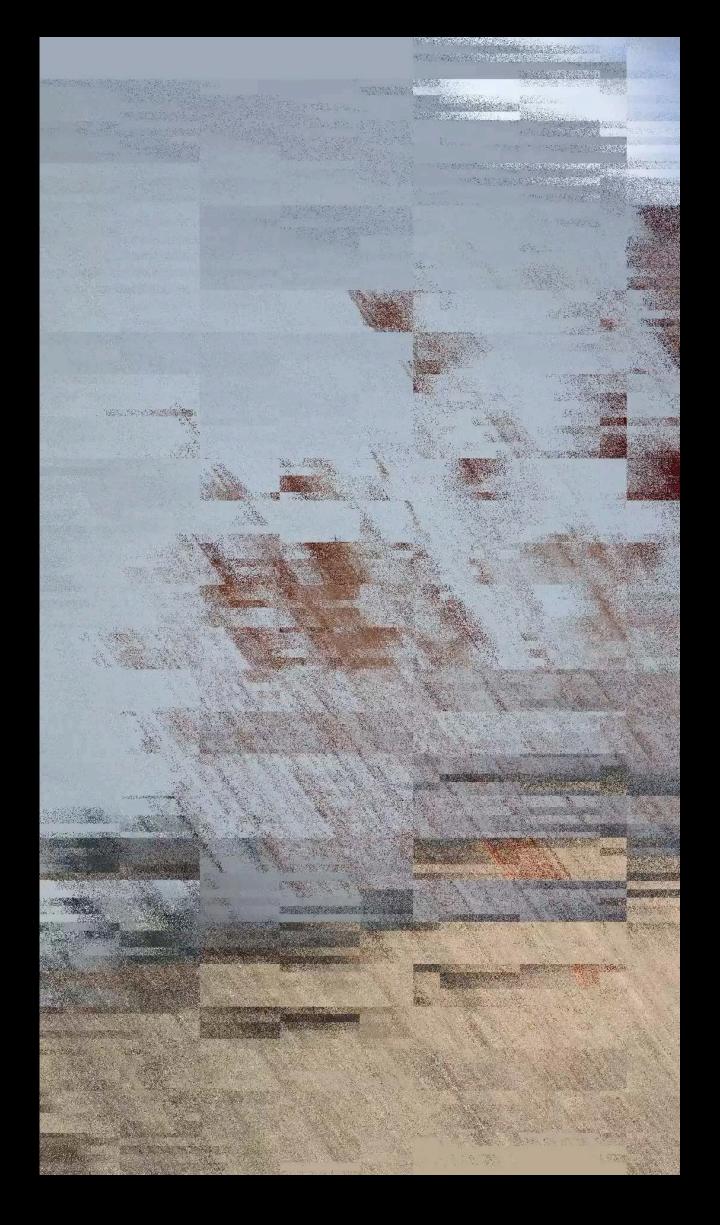




https://www.instagram.com/reel/CvLPzc5uPJM/

New Activity Downtown

- New Business
 - Once Returned (2 W Main St)
 - The Emporium (62 N 100 W)
 - Tattoo Shop Expansion
 - Crystal Corner relocated into old grain elevator on Main St
 - Titan Sporting Goods (486 W Main)
 - Mountain View Printing (relocated to 425 W Main St)
- New Mural
 - Chief Sagwitch Mural (110 E Main St)



https://www.instagram.com/reel/CunabZ8OuU4/