



**Tremonton City Corporation
Redevelopment Agency Meeting
August 4, 2026
Meeting to be held immediately following
Tremonton City Council Meeting which is scheduled at 7:00 p.m.
102 South Tremont Street
Tremonton, Utah**

AGENDA

1. Approval of agenda
2. Approval of minutes – July 7, 2026
3. New Business
 - a. Discussion and consideration of adopting RES RDA 26-07 approving a Professional Services Agreement with the Main Street Director
4. Adjournment

Persons with disabilities needing special assistance to participate in this meeting should contact Cynthia Nelson 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 Cynthia Nelson, City Recorder, no later than 48 hours before the meeting to make arrangements.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in accordance with Utah State Code on this 3rd day of August, 2026.

Cynthia Nelson, City Recorder

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TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY JULY 7, 2026

Board Members Present:

Bret Rohde, Chairman—via Phone
Kristie Bowcutt, Board Member
Brent Jex, Board Member—excused
Beau Lewis, Board Member
Sharri Oyler, Board Member
Blair Westergard, Board Member
Linsey Nessen, Executive Director
Cynthia Nelson, Executive Secretary

Co-Chairman Westergard called the Tremonton Redevelopment Agency Meeting to order at 9:29 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Co-Chairman Westergard, Chairman Rohde (via phone, listening only), Board Members Bowcutt, Lewis and Oyler, Executive Director Nessen, and Executive Secretary Nelson. Also in attendance were Zoning Administrator ChrisDean Epling, Community Director Zach LeFevre and Officer Greg Horspool. Board Member Jex was excused.

1. Approval of agenda:

Motion by Board Member Lewis to approve the July 7, 2026 agenda. Motion seconded by Board Member Bowcutt. Vote: Board Member Bowcutt - yes, Board Member Jex - absent, Board Member Lewis - yes, Board Member Oyler - yes, Co-Chairman Westergard - yes. Motion approved.

2. Approval of minutes – June 16, 2026

Motion by Board Member Bowcutt to approve the minutes of June 16, 2026. Motion seconded by Co-Chairman Westergard. Vote: Board Member Bowcutt - yes, Board Member Jex - absent, Board Member Lewis - yes, Board Member Oyler - yes, Co-Chairman Westergard - yes. Motion approved.

3. New Business

- a. Presentation and Direction on Main Street Plans – Kelly Wood, Main Street Director

Director Wood said Utah Main Street and SHPO (the State Historic Preservation Office) will meet in Tremonton on Thursday at 9:30 a.m. for a walking tour and a preservation architect will answer questions. This will give you a foundation and show the direction we are hoping to go with Main Street. We have an awesome committee with a lot of talented people. We have also been working with Director LeFevre on branding and logos. Board Member Lewis said they recommend that Main Street has its own identity

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but goes hand-in-hand with the City. We are trying to find a good balance between the two. Director Wood said Main Street needs its own identity because you want people to identify with the vibe of Main Street. Utah Main Street will help us define what we want our Main Street district to be. Utah Main Street and Main Street America are a preservation-based model. It will mostly apply to our historic buildings but think of Ogden's 25th Street and Center Street in Logan. They have been highly involved with Utah Main Street and have created so much change. Our Main Street is a little inconvenient with parking. So, we want to provide something they cannot get anywhere else. People will make the effort if it is something unique like the Mugs and Bananas event. People will make an effort if there is something unique. We want to make Main Street a place again and connect it to the City. Where we have the RDA funds to help Main Street, we have decided to start under the City umbrella. We could stay that way or choose to go non-profit one day. That could open up other opportunities.

Director Wood said I have been asked to be the Main Street Director. We also have Trudi Hatch, Clay Summers, Mikel Gardner, Katie Fuhrman and Brendan Blackham. This is an awesome group with so much talent. She then read through each of their bios, including their qualifications and passions. We meet once a week. Chaiya Wimber has also been in attendance and has been an asset with great connections. Our vision is a thriving downtown that honors Tremonton's history, strengthens local businesses and creates a vibrant gathering place for future generations. Our mission statement is that Tremonton's Main Street organization exists to preserve, promote and revitalize the historic heart of the City through community partnerships, business support, unification efforts and engaging events. We want a vibrant welcoming downtown where residents and visitors gather to shop, dine, connect and celebrate.

Director Wood said here is some background on Main Street America, who has been working for over 35 years. They have done a lot of trial and error to create a proven model with over 1,600 communities throughout the Country, with big cities and small towns. They have a proven track record and are a great resource. Through them we have tons of access to grants, preservation tips and help. They also pay for me to attend conferences and provide membership for us to Main Street America. When I first started, I did some research because I thought there had to be something already set up for Main Street to help us. When I called, they said we have been wondering when Tremonton would call us. They are excited to have us on board.

The Board then watched a video. Director Wood said Main Street America has four main points to do to make change and bring Main Street back to life. First, is organization. The Main Street model supports the idea that people who are affected by a decision should help shape it. I love that idea. I have been meeting with business and property owners and having such good dialogue. The feeling of being heard has been refreshing to them. The organization component is the backbone of Main Street. It brings people together, manages outreach and communication channels and tracks progress. They track progress of how many jobs are added and how much revenues are brought in each year from your efforts. We will have to turn in reports as we get going. It works to ensure design efforts align with community goals, supplies leadership structure and a volunteer base. The goal

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being that each committee member will lead a committee of volunteers to support each main point. A lot of people have already reached out with enthusiasm and asked to help. The second point is economic vitality, which is thought to be the engine of Main Street. This focuses on recruiting, retaining and strengthening local businesses. The Main Street Committee works to build relationships with local business owners; to identify challenges they are facing and build awareness of how we can best support them. I have had conversations about parking, dumpsters in common areas, how to access parking and people who are worried about their Main Street parking. They have asked us to create a building inventory. That would include pictures, square footage and the resources in those buildings. Some Main Streets will advertise events to the State or even nationwide, showcasing their sites. We have a lot of good plans to fill those buildings. Another thing the economic vitality component does, is it helps facilitate access to grant opportunities, funding options and other educational resources provided by Main Street America to support small businesses. Since we have been accepted into the Main Street program, that qualifies us automatically for grants. We are tier one because we are just starting, but once we get tier two, we will have more grant opportunities. Today I got four webinars on small business support and different loans you can get. I can send those out to all our small business owners. Next is design. People relate to what they can see. Design creates a unique brand for our Main Street and helps avoid the generic. We want to create something that fits our story and history. People will come for that. People are looking for unique places and experiences. That is what we are trying to create. What is exciting is we have a historic Main Street. There are towns popping up all over that do not have that. They are just generic and trying to figure out how to create a brand. Us towns that have historic Main Streets can create something great, we just have to utilize it, refresh it and preserve what we have because you cannot create that. I am a lover of old things. I drive a 1976 International Scout and have been restoring my 100-year-old house for 26 years. People like to come where there is character. They will go through the effort to park and walk and do things because of what we can create. Our Main Street has potential. Design shapes the physical environment by creating a community identity, inviting public places and setting the stage for community events and experiences. Design decisions should be a part of a set of cohesive and intentional design standards that guide business signage, facades, sidewalks, green spaces and streetscapes, lighting and wayfinding signs. There is a plan for trees. According to studies, people are 70% more likely to go into a store if there are trees. They are not just a visual, people want to be where there is green stuff. Those are conversations we need to start having. We are finding out what trees we can have that will not mangle the buildings. A few business owners are adamant about no trees. We want good trees we can space out. The final point is promotion. The promotion component amplifies Main Street success by shaping how people see and engage with Main Street. Promotion is where we are taking charge of the story. We want to focus on the positive. There is so much good, and people are excited to see change. We will work on those promotions. This will also help build public trust and perception. They recommend we start social media pages. We have set up a few specifically for Main Street but want to get our branding in line.

Director Wood said we have a lot of work, studies and plans that have been done in Tremonton. A lot of money has gone into that. We are listed on the National Register of

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Historic Places. That moves us fast on the Main Street track because a lot of cities are applying for grants and waiting for that work to be done. When I first started, I brought up the National Register of Historic Places and how we need to work with that. Someone said that is the golden handcuffs. It costs people money and ties businesses, but that is a misconception. If they are on the National Historic Places, they do not have to do anything. They do not dictate to them what they can or cannot do to their businesses. It does not increase their property taxes. What it does is it gives them a lot of access to grants. If they are willing to use preservation standards, the preservation architect can help those business owners work through that. They can also qualify for federal and state tax credits. When they show you the figures, it is a lot of money for these property owners. That is a benefit. They are not forcing them to do it, but if they will, they will have a lot of access. If we were not part of the National Historic District already, property owners would have to pay to have someone do the research. None of them have to pay because this is already done. Our Main Street has character and something that no one else can replicate. People say our Main Street is ugly, but here are a few AI generated images that show the potential of our buildings. These before and after show what these buildings could become. See how fast that changes the vibe on Main Street. There are certain things historic buildings should have that usually get stripped over time, including a big glass window front. Those little things make a huge difference.

Director Wood said this leads us to the facade grant program. We have been doing a ton of work on this, but it will have to be approved. The good thing is we have RDA funds. Most cities start with nothing. The goals we have chosen to define the facade grant program is, number one, stimulate private investment in downtown Tremonton and restore economic vitality in the core of our City by creating an attractive, pedestrian-friendly downtown district, which draws new businesses where customers choose to gather for dining, shopping, and entertainment. Number two, to generate revitalization by focusing the investment on the core of our historic Main Street. These buildings are highly visible to customers, neighboring merchants, residents and create a visual first impression on visitors and impact the culture of our community as a whole. Number three, to beautify historic Tremonton so it reflects positively on our community, neighboring residential areas, and creates a feeling of pride for residents and business owners. This is a proposal we've come up with by talking to several business owners. When asked about costs, Director Wood said \$3 will be granted for every \$1 invested by the business owner, up to \$50,000. So, if every business on Main Street in the proposed boundary participated, that would be about \$1.5 million. The revitalization experts we have spoken to say facades are the biggest thing you can do. Our sidewalks are horrible, but we do not want to put in new sidewalk and then have to put a utility through it when they redo something on a facade. I think you first start building momentum.

Director Wood said we are also working on event planning. Our goal is to do four events per year. First will be back to school, but back to old school event in September. A retro back to school night. The Pie Dumps granddaughter is now making hot rolls and gravy. We want them there selling those, along with people bringing out their old cars. We will have music at Midland Square and just a fun night for people to gather and celebrate back to school. We will then have a Christmas event, piggybacking on the City's event. That

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one will be during the day and ours will be at night. We are also looking at Christmas decorations to bring back to Main Street. One would be a big tree at Midland Square with a lighting event. We are building our inventory and have established one-year, three-year, five-year and ten-year goals. We have been reviewing and studying the urban planning documents. We have a big binder full of plans and a lot of surveys, and work that has gone into those. We are in a good place. We have been building relationships with downtown property and business owners. Then branding and activation before launching our social media. The cool thing about the Main Street model is it involves the community, your residents, business owners, property owners, City leader and everyone in that conversation. This is a good, positive thing bringing people together. The Board watched another video then thanked her for her presentation.

- b. Discussion and consideration of RES RDA 26-06 adopting the Tremonton City Agency Report for the Tremont Center Community Development Project Area for 2025 tax increment year

Administrator Epling said I took last year's report and the report before and made sure it was current. There were some corrections I found from last year to this year that were made. I also spent time revising and updating all the figures. I pulled all the information from the County website and documents I needed. It just updates where we are. It is kind of a long report. We just collected the taxes from the RDA and those numbers needed to be updated. It was due July 1, but the State had technical difficulties with their website so they gave us an extension.

Motion by Board Member Lewis to accept the resolution. Motion seconded by Board Member Oyler. Roll Call Vote: Board Member Bowcutt - yes, Board Member Jex - absent, Board Member Lewis - yes, Board Member Oyler - yes, Co-Chairman Westergard - yes. Motion approved.

4. Adjournment

Motion by Board Member Oyler to adjourn the meeting. Motion seconded by Board Member Bowcutt. Vote: Board Member Bowcutt - yes, Board Member Jex - absent, Board Member Lewis - yes, Board Member Oyler - yes, Board Member Westergard - yes. Motion approved.

The meeting adjourned at 10:17 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 _____, 2026.

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Cynthia Nelson, Executive Secretary

RESOLUTION NO. RDA 26-07

A RESOLUTION OF TREMONTON CITY RDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KELLY WOOD FILLING THE DUTIES OF A MAIN STREET DIRECTOR

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 Director be hired; and

WHEREAS, more specifically, the 1988 NDC plan stated that the key to downtown revitalization is organization and management. To implement a successful program, someone must be in charge every day. The downtown director 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, 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 Director; and

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

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

WHEREAS, the RDA desires to have an Independent Contractor, Kelly Wood (hereafter the Contractor), fill the position of Main Street Director based on her demonstrated skills and abilities; and

WHEREAS, the RDA is desirous of entering into a professional services agreement with the Contractor, wherein the Contractor will provide said services of the Main Street Director; 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 approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, the Contractor is desirous to provide professional services to the RDA of a Main Street Director.

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

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 4th day of August 2026.

REDEVELOPMENT AGENCY

Bret Rohde, Chairperson

ATTEST:

Cynthia Nelson, Executive Secretary

EXHIBIT “A”

**PROFESSIONAL SERVICE AGREEMENT BETWEEN TREMONTON CITY
REDEVELOPMENT AGENCY AND KELLY WOOD TO PROVIDE PROFESSIONAL
SERVICES FILLING THE DUTIES OF A MAIN STREET DIRECTOR**

THIS PROFESSIONAL SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) for main street directing 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 Kelly Wood (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, 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 Director be hired; and

WHEREAS, more specifically, the 1988 NDC plan stated that the key to downtown revitalization is organization and management. To implement a successful program, someone must be in charge every day. The downtown director 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, 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 Director; and

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

WHEREAS, Kelly Wood has distinguished herself as an individual with the desire, knowledge, skills, and abilities to fulfill the Main Street Director’s job description, whose primary functions include promotions, events, organization, and design; and

WHEREAS, the RDA desires to have an Independent Contractor, Kelly Wood (hereafter the Contractor), fill the position of Main Street Director based on her demonstrated skills and abilities; and

WHEREAS, the RDA is desirous of entering into a professional services agreement with the Contractor, wherein the Contractor will provide said services of the Main Street Director; 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 approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, the Contractor is desirous to provide professional services to the RDA of a Main Street Director.

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 Director’s job description. The RDA Executive Director maintains the job description by amending and refining the job description to meet the changing needs of the Tremonton City RDA. The Main Street Director’s job description, as of the effective date of this Agreement, is attached as Exhibit “1” of this Agreement.

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 “2” to provide some framework to evaluate the Contractor’s success when performing Services Rendered. The effectiveness standards included in Exhibit “2” 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.

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 “5.09 Notices” of this Agreement, given not less than thirty (30) 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 term of the Agreement to fulfill the duties and responsibilities of the Main Street Director. 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. Because Contractor is not an employee and is an independent contractor, Contractor shall not be entitled to the rights listed in Utah Code Ann. § 10-11-1105 and Contractor acknowledges and agrees she is not an employee afforded the rights described therein and knowingly waives any rights thereto. To the extent Contractor's position is construed as an employee, Contractor shall be deemed to hold a position described in Utah Code Ann. § 10-11-1105(2)(c).

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 and training 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 necessary professional skill and care.

3.02 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

5.01 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.

5.02 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.

5.03 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.

5.04 Preparation of Agreement. 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.

5.06 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.

5.07 Modification. The Agreement may not be modified in any manner except in writing signed by each Party.

5.08 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.

5.09 Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Attention: Kelly Wood
9790 N 6800 W
Tremonton, UT 84337
mainstreet@tremontontcity.gov
435-452-1931

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

5.10 Incorporation of Recitals and Exhibits. All recitals and exhibits contained herein and attached hereto are hereby incorporated into the Agreement.

5.11 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.

5.12 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.

5.13 Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted 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.

5.14 Survival of Terms. 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.

5.15 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.

5.16 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

Bret Rohde, Chairperson (Date)

Attest:

Cynthia Nelson, Executive Secretary (Date)

KELLY WOOD, CONTRACTOR

Kelly Wood (Date)

EXHIBIT “1”

Tremonton City Job Description

Job Title:	Main Street Director	
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	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 Independent Contractor	Benefits	
	X Contract	

Job Summary

The Main Street Manager is responsible for the coordination, oversight, and revitalization of Tremonton City's Main Street within the downtown historic district. The position directly supports Tremonton City Council's four strategic pillars: Connected to the Good Life, Connected to Each Other, Connected to Peace and Security, and Connected to Positive Well-Being. Serves as a facilitator and coordinator, building volunteer capacity and executing downtown revitalization activities. Establishes specific annual goals and strategies aligned with each of Tremonton's four pillars, utilizing the Main Street America Four Point Approach (design and historic preservation, promotion and marketing, organization and management, and economic vitality) as the operation framework to advance those pillar-driven goals.

Supervision

Given: None

Received: City Manager and City Council's Economic Development Coordinator

Essential Duties

- Establishes and chairs the Main Street Committee, defining its charter, member roles, responsibilities, and decision-making processes. Leads the committee in

developing annual goals and strategies that align Main Street America's Four Point Approach with Tremonton's four strategic pillars.

- Coordinates all events and activities on Main Street proper, including approving timing, logistics, vendor setup, and volunteer deployment.
- Develops and maintains metrics and data collection systems to evaluate Main Street projects and programs, tracking progress against established pillar-aligned goals, economic impact, construction improvements, employment creation, and community participation.
- Builds and maintains relationships with property owners, business owners, the Box Elder Chamber of Commerce, and state and local agencies to create a collaborative revitalization culture.
- Maintains and regularly updates the Main Street section of the City website with accomplishments, events, business highlights, historic preservation information, and community engagement opportunities.
- Develops and executes the Tremonton Shop Local Campaign to encourage resident and visitor support for downtown businesses.
- Identifies, researches, applies for, and manages grants in compliance with funder requirements and reporting deadlines.
- Recruits, recognizes, and retains volunteers for Main Street initiatives, events, and committee work.
- Creates and shares compelling content including photos, videos, and written pieces on social media and digital platforms; tracks engagement metrics and adjusts strategy.
- Assists property owners and the City with physical improvements to Main Street buildings, signs, streetscapes, and public spaces through advice, facilitation, and grant coordination.
- Develops and delivers education programs highlighting historic architecture, cultural assets, and revitalization opportunities of downtown Tremonton.
- Represents Main Street through speaking engagements, media interviews, and community appearances.
- Presents to City Council on Main Street progress, activities, accomplishments, and how initiatives advance Tremonton's four strategic pillars.
- Researches and implements best practices from other successful Main Street programs and communities.
- Maintains effective working relationships across city departments through regular communication and coordination.
- Approves and coordinates all events on Main Street proper promoted by the RDA/Main Street initiative: seasonal festivals, business promotions, farmers markets, concerts, and community gatherings and includes permitting, volunteer coordination, vendor logistics, scheduling, and day-of-management.
- Collaborates with the Community Events Coordinator on City-wide events that touch Main Street but require multi-department support.

Knowledge, Skills & Abilities

Knowledge of:

- Main Street America methodology and Four Point Approach.
- Public relations and media relations.

- Web management and digital presence.
- Historic preservation principles and practices
- Retail, marketing, promotion, and small business support.
- Spreadsheet and data analysis programs.
- Grant writing and administration.

Skills in:

- Operating a personal computer, Microsoft Office, and professional software (Adobe Creative Suite preferred).
- Social media platform management and web applications.
- Project and program organization and management.
- Grant research, writing, and administration.
- Content creation including photography, videography, and written copy.
- Volunteer recruitment, coordination, and recognition.

Ability to:

- Work independently with minimal supervision and use sound judgment.
- Communicate effectively in writing and verbally.
- Build and maintain effective relationships with business owners, property owners, volunteers, elected officials, and the public.
- Represent the City with professionalism and dignity.
- Listen with empathy and respect to diverse perspectives.
- Follow City ordinances, policies, and procedures.
- Manage multiple priorities and deadlines.

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 for event coordination and site visits.
- Able to attend evening events and weekend activities.
- 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 stressful situations and tight deadlines typical of community revitalization work.
- Work is primarily performed in an office or other environmentally controlled room.
- Occasional field work including site visits, downtown assessments, and event attendance.

Education & Experience

- A high school diploma or equivalent is required.
- Demonstrated knowledge of Main Street program methodology, or demonstrated willingness and ability to be trained quickly.
- Professional experience in one or more of the following areas: economic development, marketing, retail, historic preservation, volunteer management, nonprofit management, or community engagement.

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”- 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 Director
 - 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?