



**Tremonton City Corporation
Redevelopment Agency Meeting
May 5, 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**

AMENDED AGENDA

1. Approval of agenda
2. Approval of minutes – January 20, 2026
3. Public Hearing
 - a. On consideration of adopting the Tentative Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2026-2027 for Tremonton West Liberty Foods EDA 172 and Fund 71 RDA District #2 – Downtown, for the period commencing July 1, 2026 and ending June 30, 2027”
4. New Business
 - a. Discussion and consideration of adopting Resolution No. RDA 26-02 adopting the Tentative Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2026-2027 for Tremonton West Liberty Foods EDA 172 and Fund 71 RDA District #2 – Downtown, for the period commencing July 1, 2026 and ending June 30, 2027”
 - b. Discussion and consideration of adopting Resolution No. RDA 26-03 approving a professional artist services agreement for the mural at Midland Square
5. 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 27th day of April, 2026.

Cynthia Nelson, City Recorder

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TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY JANUARY 20, 2026

Board Members Present:

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

Chairman Rohde called the Tremonton Redevelopment Agency Meeting to order at 9:18 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairman Rohde, Board Members Bowcutt, Lewis, Oyler, and Westergard, Interim Executive Director Nessen, and Executive Secretary Nelson. Community Development Director Jeff Seedall was also in attendance. Board Member Jex was excused.

1. Approval of agenda:

Motion by Board Member Lewis to approve the January 20, 2026 agenda. Motion seconded by Board Member Westergard. Vote: Board Member Bowcutt - yes, Board Member Jex – absent, Board Member Lewis - yes, Board Member Oyler - yes, Board Member Westergard - yes. Motion approved.

2. Approval of minutes – November 18, 2025

Motion by Board Member Oyler to approve the minutes of November 18, 2025. 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.

3. New Business

- a. Discussion and consideration of adopting Resolution No. RDA 26-01 awarding the 2025 Moderate Income Housing Grant to Neighborhood Nonprofit Housing Corporation

Director Seedall said the RDA that was established with West Liberty Foods earmarked some of their property tax differential for affordable housing. Our last City Manager Bill Cobabe created this grant program, which we reported to the State as part of our moderate-income housing strategies. This is not a reoccurring fund source and is something that will eventually run out. The way this was setup, this will be a great grant program for our local non-profits to have a funding

Draft Minutes

source from the City. Director Nessen said \$800,000 was the total and each applicant could take up to \$400,000, which is what has been requested. It is strictly moderate to low income. Director Seedall said one of the easy ways to carve off some of the costs of housing is doing volunteer build. That obviously saves a lot on labor costs. They will still have to go through the building permit process, but volunteers help construct them and it has been a proven success.

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

4. Adjournment

Motion by Board Member Westergard to adjourn the meeting. Motion seconded by Board Member Lewis. 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 9:25 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.

Cynthia Nelson, Executive Secretary

RESOLUTION NO. RDA 26-02

**RESOLUTION OF THE TREMONTON CITY REDEVELOPMENT AGENCY
ADOPTING THE TENTATIVE BUDGET ENTITLED “THE REDEVELOPMENT
AGENCY OF TREMONTON CITY ANNUAL IMPLEMENTATION BUDGET 2026-
2027 FOR TREMONTON WEST LIBERTY FOODS EDA 172 AND FUND 71 RDA
DISTRICT #2 – DOWNTOWN, FOR THE PERIOD COMMENCING JULY 1, 2026 AND
ENDING JUNE 30, 2027”**

WHEREAS, it is required by law that a balanced Tentative Budget be adopted; and

WHEREAS, the Tremonton Redevelopment Agency caused a notice of public hearing to be published on the Public Notice Website, Tremonton City’s Website, and three different locations in Tremonton City, on Friday, April 17, 2026; and

WHEREAS, the Tremonton Redevelopment Agency has caused a copy of the proposed Tentative Budget to be available for public inspection during regular business hours in the office of the RDA Executive Secretary’s Office at 102 South Tremont Street, Tremonton, Utah; and

WHEREAS, the Tremonton Redevelopment Agency held a public hearing on May 5, 2026, in conjunction with the approval of the Tentative Budget, and

WHEREAS, the Tremonton Redevelopment Agency has considered all written and oral statements made at the public hearing objecting or supporting the Agency’s plan to adopt the Tentative Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Tremonton City Redevelopment Agency, that the Redevelopment Agency Tentative Implementation Budget 2026 - 2027 attached in Exhibit “A” is hereby adopted for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 5th day of May 2026.

REDEVELOPMENT AGENCY

Bret Rohde, Chair

ATTEST:

Cynthia Nelson, Executive Secretary

EXHIBIT "A"

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ 773,880.00	\$ 773,880.00	\$ 45,793.15	\$ -	\$ (773,880.00)	-100%
71-31	Taxes	\$ 600,000.00	\$ 600,000.00	\$ -	\$ -	\$ (600,000.00)	-100%
71-36	Other Income	\$ 55,000.00	\$ 55,000.00	\$ 45,793.15	\$ 55,000.00	\$ -	0%
71-38	Contributions & Transfers	\$ 118,880.00	\$ 118,880.00	\$ -	\$ (55,000.00)	\$ (173,880.00)	-146%

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ 773,880.00	\$ 773,880.00	\$ 199,272.63	\$ -	\$ (773,880.00)	-100%
71-81	Redevelopment #2	\$ 773,880.00	\$ 773,880.00	\$ 199,272.63	\$ -	\$ (773,880.00)	-100%

Category	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Contract	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Education & Travel	\$ -	\$ -	\$ -	\$ -
Operational	\$ -	\$ -	\$ -	\$ -
Capital	\$ -	\$ -	\$ -	\$ -
Tax Revenue	\$ 600,000.00	\$ 600,000.00	\$ -	\$ -
Permit Revenue	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 118,880.00	\$ 118,880.00	\$ -	\$ (55,000.00)
Grant Revenue	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ 55,000.00	\$ 55,000.00	\$ 45,793.15	\$ 55,000.00

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ -	\$ -	\$ 620.95	\$ -	\$ -	#DIV/0!
72-31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
72-36	Other Income	\$ -	\$ -	\$ 620.95	\$ -	\$ -	#DIV/0!
72-38	Contributions & Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
72-83	Redevelopment #3	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
72-90	Department: 90	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!

Category	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Contract	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Education & Travel	\$ -	\$ -	\$ -	\$ -
Operational	\$ -	\$ -	\$ -	\$ -
Tax Revenue	\$ -	\$ -	\$ -	\$ -
Permit Revenue	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ -	\$ -	\$ -	\$ -

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ 910,000.00	\$ 910,000.00	\$ 56,939.92	\$ -	\$ (910,000.00)	-100%
73-31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
73-35	Source: 35	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
73-36	Other Income	\$ 910,000.00	\$ 910,000.00	\$ 56,939.92	\$ -	\$ (910,000.00)	-100%

Fund	Description	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget	Increase (\$)	Increase (%)
	Total	\$ 910,000.00	\$ 910,000.00	\$ 400,000.00	\$ -	\$ (910,000.00)	-100%
73-81	Department: 81	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
73-83	RDA #3 - W. Lib Foods/Millard	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
73-84	W. Lib Foods/Housing Plan Improv	\$ 910,000.00	\$ 910,000.00	\$ 400,000.00	\$ -	\$ (910,000.00)	-100%
73-90	Department: 90	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!

Category	FY 2026 Budget	FY 2026 Modified	FY 2026 Actual	FY 2027 Budget
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Contract	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Education & Travel	\$ -	\$ -	\$ -	\$ -
Operational	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Capital	\$ 810,000.00	\$ 810,000.00	\$ 400,000.00	\$ -
Tax Revenue	\$ -	\$ -	\$ -	\$ -
Permit Revenue	\$ -	\$ -	\$ -	\$ -
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ 910,000.00	\$ 910,000.00	\$ 56,939.92	\$ -

RESOLUTION NO. RDA 26-03

APPROVING A PROFESSIONAL ARTIST SERVICES AGREEMENT BETWEEN LAYTON SCARBROUGH AND THE TREMONTON CITY REDEVELOPMENT AGENCY TO PAINT A WALL MURAL HONORING THE HISTORIC MIDLAND HOTEL AND INCORPORATING A PATRIOTIC ELEMENT TO BE LOCATED ON THE WEST-FACING WALL OF THE BUILDING LOCATED AT 29 WEST MAIN STREET IN TREMONTON, UTAH

WHEREAS, Tremonton City has a longstanding tradition of public art dating to the 1970s, when murals first adorned buildings throughout the downtown streetscape, and has since developed a recognized public art collection that earned the Best of State Award for Art in 2016–2020 and 2022–2026, and the Best of State B.O.S.S. Statue in 2020; and

WHEREAS, the Tremonton City Arts Council, through a public visioning process facilitated by the American Institute of Architects' Sustainable Design Assistance Team (SDAT), identified public murals as a key strategy for revitalizing the Main Street and Downtown Areas, improving their visual appeal, reflecting the community's cultural identity, and promoting economic vitality; and

WHEREAS, the west-facing wall of the building located at 29 West Main Street, Tremonton, Utah (Parcel No. 05-064-0009), which currently houses the Athenian Charter School home school center, is prominently visible from Main Street and Midland Square, and measures approximately nineteen (19) feet in height and sixty (60) feet in length; and

WHEREAS, a mural previously adorned said wall honoring the historic Midland Hotel, a landmark that stood for eighty-one (81) years at the heart of Tremonton's downtown before being destroyed by an electrical fire in 1995; said prior mural was painted over by the building owner to protect and seal the building, and the wall has since been repainted with a dark brown base color in preparation for a new mural; and

WHEREAS, the Tremonton City Arts Council issued a Request for Qualifications and Proposals seeking a professional artist to design and execute a large-scale mural on said wall, with content honoring the historic Midland Hotel and incorporating a patriotic element; and

WHEREAS, Layton Scarbrough ("Contractor") is a professional artist with a reviewable portfolio and demonstrated experience in creating durable outdoor public art, working with public stakeholders, and fabricating and installing large-scale murals; and

WHEREAS, following the RFQ process and review of qualifications, the Tremonton City Arts Council recommended, and the Tremonton City Council and Tremonton City Redevelopment Agency approved, the selection of Contractor to design and execute the mural on said wall; and

WHEREAS, the Tremonton City Arts Council applied for and received a grant award for seven thousand, five hundred dollars (\$7,500) from the Box Elder County Tourism Tax Advisory

Board to have a wall mural painted, which has a mandatory completion date of no later than February 27, 2027; and

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Redevelopment Agency approves a professional artist services agreement between Layton Scarbough and Tremonton City RDA to paint a wall mural honoring the historic Midland Hotel and incorporating a patriotic element to be located on the west-facing wall of the building located at 29 West Main Street in Tremonton, UT as contained in Exhibit “1.”

Adopted and passed by the Tremonton City Redevelopment Agency Board of Directors this 5th May 2026.

TREMONTON CITY

Bret Rohde, Chairperson

ATTEST:

Cynthia Nelson, Secretary

EXHIBIT “1”

WALL MURAL ARTIST
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) for professional wall mural artist 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 Layton Scarbrough (hereinafter referred to as “Contractor”), individually or jointly the RDA and Contractor shall be referred to as “Party” or “Parties”.

RECITALS

WHEREAS, Tremonton City has a longstanding tradition of public art dating to the 1970s, when murals first adorned buildings throughout the downtown streetscape, and has since developed a recognized public art collection that earned the Best of State Award for Art in 2016–2020 and 2022–2026, and the Best of State B.O.S.S. Statue in 2020; and

WHEREAS, the Tremonton City Arts Council, through a public visioning process facilitated by the American Institute of Architects’ Sustainable Design Assistance Team (SDAT), identified public murals as a key strategy for revitalizing the Main Street and Downtown Areas, improving their visual appeal, reflecting the community’s cultural identity, and promoting economic vitality; and

WHEREAS, the west-facing wall of the building located at 29 West Main Street, Tremonton, Utah (Parcel No. 05-064-0009), which currently houses the Athenian Charter School home school center, is prominently visible from Main Street and Midland Square, and measures approximately nineteen (19) feet in height and sixty (60) feet in length; and

WHEREAS, a mural previously adorned said wall honoring the historic Midland Hotel, a landmark that stood for eighty-one (81) years at the heart of Tremonton’s downtown before being destroyed by an electrical fire in 1995; said prior mural was painted over by the building owner to protect and seal the building, and the wall has since been repainted with a dark brown base color in preparation for a new mural; and

WHEREAS, the Tremonton City Arts Council issued a Request for Qualifications and Proposals seeking a professional artist to design and execute a large-scale mural on said wall, with content honoring the historic Midland Hotel and incorporating a patriotic element; and

WHEREAS, Layton Scarbrough (“Contractor”) is a professional artist with a reviewable portfolio and demonstrated experience in creating durable outdoor public art, working with public stakeholders, and fabricating and installing large-scale murals; and

WHEREAS, following the RFQ process and review of qualifications, the Tremonton City Arts Council recommended, and the Tremonton City Council and Tremonton City Redevelopment Agency approved, the selection of Contractor to design and execute the mural on said wall; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services Rendered. The Contractor agrees to provide artist services by painting, in a professional manner in color tones, the image, in similar form and content, as contained in Exhibit “A” on the wall identified in Exhibit “B” located at 29 W. Main Street Tremonton, UT. The wall mural shall cover the entire surface of the wall and be approximately 19 feet high by 60 feet in length. At the completion of the painting of the mural, the Contractor agrees to treat the wall mural with an ultraviolet light and graffiti resistant clear coat. All of the identified in this paragraph, being Section 1 or else noted in this Agreement shall hereinafter be referred to as Service Rendered.

2. Term of Agreement. The Agreement shall commence on the date that this Agreement is signed by last of the Parties and shall terminate upon completion and acceptance of the mural. The RDA may terminate this Agreement at any time, with or without cause, by providing written notice to the Contractor of the termination. If this Agreement is terminated by the RDA, the Contractor shall provide an invoice to the RDA itemizing and describing reasonable expenses incurred by the Contractor prior to the RDA’s termination of the Agreement; such payment shall occur within fifteen (15) days from receiving an invoice from the Contractor. In the event that this Agreement is terminated by the RDA and the Contractor has not incurred expenses for the advanced payment of Services Rendered, the Contractor shall return to the RDA a difference between their itemized reasonable expenses and the advanced payment, such repayment to the RDA shall occur within fifteen (15) days from the termination of the Agreement. The RDA shall pay only reasonable expenses, as determined solely by the RDA’s Executive Director, documented in the Contractor’s submitted invoice. The Contractor may appeal the Executive Director’s decision of the amount paid to the RDA Board whose decision shall be final.

3. Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, mail or email:

Layton Scarbrough
425 Cromwell Court
Culpeper, VA 22701.
laytonscarbroughart@gmail.com
www.laytonscarbroughart.com
540-229-8501

Linsey Nessen, Executive Director
Tremonton City RDA
102 South Tremont Street
Tremonton, Utah 84337
lnessen@tremontonciv.gov

4. Compensation/Independent Contractor. Contractor shall be compensated \$10,000 for Services Rendered, as described in this Agreement and the Exhibits of this Agreement with an advanced payment of half of the funds being \$5,000.00 payable when the RDA gives the Contractor the written notice to proceed as described in Section 5 and upon being invoiced by the Contractor. The remaining balance of \$5,000.00 shall be paid to the Contractor upon completion of the mural as determined by the Executive Director, and within fifteen (15) days from receiving an invoice from the Contractor. The compensation of \$10,000 paid to the Contractor for Services Rendered shall be an all-inclusive amount, with no additional payments made to the Contractor for supplies, materials equipment, travel expenses, insurance, and the like.

The Contractor shall not be eligible for employee benefits from the RDA, such as, but not limited to, health insurance, dental insurance, 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 at the completion of the tax year in which work is performed.

5. Completion Timeframe. The Parties acknowledge that time is of the essence and agree to work in good faith to fulfill any obligation herein required. The RDA shall provide the Contractor a notice to proceed, which shall occur not later than May 6, 2026, barring unforeseen events that are beyond the control of the RDA. Upon receiving a written notice to proceed, the Contractor shall work in good faith to complete the mural and Services Rendered no later than June 30, 2026. Excepting reasons beyond the control of the Contractor, if the Contractor fails to complete the mural by August 1, 2026, the Contractor shall take as \$2,000 reduction in the total compensation paid to the Contractor for not completing the mural and Services Rendered within the contracted timeframe.

6. Indemnity. Contractor agrees to indemnify and hold harmless Tremonton City and Tremonton City RDA from all liability arising from any services provided by Contractor and/or its agents, criminal wrongdoing on the part of Contractor and/or its agents, negligent acts by Contractor and/or its agents, intentional acts by Contractor and/or its agents, including any copyright, patent and/or trademark infringement.

7. Certification of no Copyright Infringement. The Contractor agrees that all Services Rendered performed under this Agreement shall comply with all applicable patent, trademark, and copyright laws, rules, regulations, and codes of the United States. The Contractor further agrees that the mural and Services Rendered will not utilize any protected patent, trademark, or copyright unless the Contractor has obtained proper permission and all releases and other necessary documentation. The Contractor agrees to release, indemnify and hold harmless, Tremonton City and RDA, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of Services Rendered under this Agreement which infringes upon any patent, trademark or copyright that is protected by law.

8. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral

and/or 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 that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

9. 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.

10. Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in accordance 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.

11. Modification. The Agreement may not be modified in any manner except in writing signed by each of the Parties.

12. Authority. The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

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

14. Severability. In the event that 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 portions of the Agreement shall remain in full force.

15. Attorney's Fees and Costs. In the event of any litigation arising here from, the prevailing Party shall be entitled to collect from the non-prevailing Party, all costs of litigation and collection including, but not limited to, attorney's fees and costs of suit and collection.

16. Survival of Terms. Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement, shall so survive.

17. Destruction of Mural or Services Rendered. Parties hereto agree the mural and Services Rendered shall be installed on the façade of a building, and after installation of the mural, the mural may be subjected to destruction, distortion, mutilation, or other modification by reason of its removal. The Parties further agree the Tremonton City and RDA may at any time, and in its sole discretion, remove the mural with or without prior notice to Contractor.

18. Copyright; Right of Use. If, for any reason, the installation of the mural or Services Rendered is not implemented, all rights to the proposed artwork as contained in Exhibit "A" shall be retained by the Contractor.

Upon the completion of the mural and upon the Contractor receiving the payments as described in Section 4, the Contractor hereby grants to the Tremonton City RDA and Tremonton City Corporation the copyright and all other rights in and to any mural, artwork(s), or Services Rendered created under this Agreement. Tremonton City and RDA intends to use its copyright for the following purposes, which may include but is not limited to the following:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fundraising purposes, and to license souvenirs of the said mural.

(ii). To allow members of the public to photograph or video the mural.

(iii). To allow the various members of the media, including, but not limited to, newspapers, magazines, newsletters, television stations, and moviemakers to photograph, film or videotape the mural.

Tremonton City and RDA permits the Contractor to reproduce the mural or its design without the prior written consent of the Tremonton RDA and Tremonton City. Further Tremonton City and RDA permits the Contractor may use the mural or reproductions of the mural or mural image for publicity and/or fundraising purposes, and to license souvenirs of the said mural.

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

TREMONTON CITY RDA,

Bret Rohde, Chairperson (Date)

Attest:

Cynthia Nelson, Secretary (Date)

CONTRACTOR

Layton Scarbrough (Date)

EXHIBIT "A"

TREMONTON CITY

MURAL CONCEPT

2025

SPARROUHA



Exhibit "B"

Parcel Number 05-064-0009

Legal BEG AT NW COR OF LOT 01 BLK 11 PLT A TCS, S 90 FT, E 30 FT, N 90 FT, W 30 FT TO BEG. WITH R/W ON S

LESS 1/2 INT IN BEG 30 E OF NW COR OF SD LOT 01, S 70 FT, W 12 IN, N 70 FT, E 12 IN TO BEG.

LESS BEG 30 FT E & 70 FT S OF NW COR OF SD LOT 01, S 20 FT W 12 IN, N 20 FT, E 12 IN TO BEG FOR CONST OF A WALL.

