



**Tremonton City Corporation
City Council Meeting
October 21, 2025
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Discussion on the conflict of interest ordinance found in 3-707 and addition of possible new language
2. Discussion on Ordinance 25-18 Temporary Land Use Regulations
3. Review of the agenda items identified on 7:00 p.m. City Council Agenda
4. **CLOSED MEETING:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

CITY COUNCIL MEETING AGENDA

7:00 p.m.

1. Opening Ceremony: Prayer – Mayor Holmgren and Pledge – Beau Lewis
2. Introduction of Council
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – October 7, 2025
6. Years of Service Awards
 - a. Sandra Dille, Assistant Librarian – 15 years
7. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas that are relevant/germane to municipal business. (Please keep your comments to under 3

minutes.)

8. New Council Business:
 - a. Discussion and consideration of approving Resolution No. 25-52 approving a professional services contract between Tremonton City and Jonathan Gochnour DO to serve as the Emergency Medical Services Medical Director
 - b. Discussion and consideration of approving Resolution No. 25-53 approving a consultant agreement between Hemmco, LLC and Tremonton City for lobbying services on state and local government relations and appropriations with the Utah legislature and state government agencies
 - c. Discussion and consideration of approving Ordinance No. 25-20 amending Land Use Code Chapter 1.10 Sensitive Area Zone, Chapter 1.11 Sensitive Area Zone; Protection Area Zone, Chapter 1.13 Sexually Oriented Business Overlay Zone, and Chapter 1.15 Wate Source Protection Overlay Zone
9. Consent Agenda
 - a. Adoption of the 2026 Tremonton City Council Annual Meeting Schedule
10. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Unfinished Business/Action Items
11. Reports & Comments:
 - a. Council Reports and Comments
12. **CLOSED MEETING:**
 - a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
 - b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
 - c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
 - d. ***Discussions regarding security personnel, devices or systems***
13. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance.

Persons with disabilities needing special assistance to participate in this meeting should contact Cynthia Nelson no later than 48 hours prior to the meeting.

Notice was posted October 17, 2025 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on October 17, 2025.

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING OCTOBER 7, 2025

Members Present:

Wes Estep
Beau Lewis
Bret Rohde
Brandon Vonk
Blair Westergard
Lyle Holmgren, Mayor
Linsey Nessen, Interim City Manager
Cynthia Nelson, City Recorder

CITY COUNCIL WORKSHOP

Mayor Holmgren called the October 7, 2025 City Council Workshop to order at 5:59 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Lewis, Rohde, Vonk, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. The following Department Head was also present: Community Development Director Jeff Seedall.

1. Review Presentation on Bear River Valley Coalition – Allena Pierce

Ms. Pierce said I work for the Bear River Health Department and have worked in public health for 25 years. I have enjoyed working on public health projects and prevention throughout my career. Tonight, I am here to present on our Bear River Valley Coalition. It is a new coalition that has been put in place for this Northern Box Elder County. She then provided history on the health department's efforts regarding prevention and building strength in the community. She discussed prevention framework and social development strategy. There are a number of prevention coalitions across the State. The main focus of this prevention group will be to build strength and positive connections, and make sure people see the wonderful, great things going on in the community. Prevention science shows that when we get a group of people together and work with them instead of at them, we have a lot more success. The Box Elder Safe Communities Coalition was designed to serve the entire County. It has done that, but we have always had the desire to provide a more localized approach. The Safe Community Board will serve Box Elder communities that feed into Box Elder High School, while our newer coalition will serve the Bear River Valley and the communities that fall under Bear River High School. She then provided examples of things they have done over the years. We are excited to support and be part of the wonderful efforts that are already happening. The Shine Your Light Celebration in March was really fun. We were able to spotlight individuals in our community. We designed this event with the hopes that we would continue to do this year after year. Throughout the summer we did several community board orientations, which were designed to provide information about this prevention coalition process. The foundation for the social development strategy is what I like to refer to as SOR (skills, opportunities, and recognition). We develop skills and then provide opportunities to practice those. We then provide specific recognition and how it

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contributed to the community. That helps strengthen not only their character and confidence, but the community in general. We are focusing on positive things, as well as identifying risks in our community. Tapping into resources reduces the stigma and ensures everybody has options for mental health services. We want to normalize asking for help when we need it. We are in the process of putting together bylaws, creating a logo, and officially getting the name set in stone so we can move forward. Councilmember Lewis suggested involving Tremonton Youth City Council. Mayor Holmgren said we could get you in touch with their advisor. That would be a good start and then you could branch out from there. This would be a great leadership opportunity for them.

2. Discussion on Ordinance No. 25-18 Temporary Land Use Regulations

Councilmember Rohde said this new ordinance has been put together and the language has changed. The General Plan is a comprehensive plan. We have one labeled 2002, but do not let that mislead you. We have other plans that drive city work and most of them have been updated. Our General Plan just needs a little tweaking to support the other plans. Councilmember Lewis said we added a few that did not exist—Public Safety and Hazard Mitigation and the Capital Improvement Plan. All the other plans have been updated between 2019 to now. Councilmember Rohde said at the conference last week I talked to a lot of people about general plans, which helped bring this together. Tremonton experienced a 6.16 annual population growth with a 42% increase since 2020. We are projected to be around 30,000 residents in 2050. We have heard a lot about how the rapid growth and our current situation causes strife with outdated infrastructure. Rapid growth causes strain on water supply, infrastructure, and support services, challenging City management and planning. Residents worry about financial burden, loss of small-town identity, and threats to family values amid rapid expansion. There is a need for data-driven growth management. Implementing a thoughtful data-driven pause in growth is essential to preserve Tremonton's character and manage challenges effectively. Our community vision from 2002, family values and small-town goals, was integrated in the 2023 Land Use Plan. A lot of the language in the 2002 plan was adopted into that, but sometimes they conflict with each other. That is part of the reason we are having heartache over the two plans. Planning now includes a comprehensive streets network and updated standards. Housing strategies incorporate affordable housing plans aligned with HB 462 adopted in November of 2022. We need to make sure we include public safety in this plan, making sure we have enough police officers, firefighters, and buildings to help our City grow. This would enforce a pause on residential zone changes and limit new rezones that increase density without specific exceptions. Section 3 mandates updates to the General Plan emphasizing family values, sustainability, and public safety with hazard mitigation strategies. The ordinance requires alignment with the Transportation Master Plan, Capital Improvement Plan, Annexation Plan, and interlocal agreements. The ordinance duration lasts 180 days with possible extension and features for zoning process to sustain growth value updates. If we get a plan together sooner, we can stop this ordinance and move on. It is up to 180 days, but we can extend it. We are not a long way off from getting this put together. We have a lot of resources that can help, including possible grants. A full-bore General Plan would cost up to \$120,000. We do not need that. We have one in place and just need to tweak it a bit. We want to have

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public engagement initiatives and complete the General Plan by 2026. Long-term benefits include achieving sustainable growth, preserving rural charm, and aligning planning documents for sufficient service delivery and bringing the public in to gain more trust. This also creates community empowerment, strong recommendation to approve ordinance to protect resources and involved residents. The ordinance asks us to pause. This would not touch any commercial or multi-use zones, or things we are working on. We have done a lot of work with Main Street and Director Seedall is doing a lot of work with other zoning practices in commercial that need to keep moving forward.

Councilmember Lewis said does that mean a PUD is still applicable to the current zoning that has been granted? It has sections about bonus density. I want to make sure we are clear. Director Seedall said I would think the PUD stands where it is in its own chapter of zoning ordinance. We can always outline where the bonus densities came in and what is allowed. Councilmember Lewis said I think that still accomplishes the objective, which is the base level density, keeping base level density at the right spot. Councilmember Rohde said applications not affected would be those for subdivisions, conditional use permits, building permits, or other development approvals that are fully compliant with the City's zoning maps and ordinances as of the date of this ordinance. Mayor Holmgren said would this impact annexation? Councilmember Rohde said that applies to 2B, it is an exception. We can still move forward with annexations if that is what we choose to do and zone them. Councilmember Westergard said I can see that the plan needs to be tweaked, but we vote on annexations and other things so what is the purpose of the pause? Councilmember Rohde said one of the purposes is it will give the Planning Commission and Director Seedall more time to work on this and take things off their plate. They are getting hammered with all kinds of zoning changes and develop. I am trying to give them time to work on this. The Planning Commission, Director Seedall, and the citizens are the ones who are going to put this together. I would like to give them time to work on it. Councilmember Estep said I think six months is a long time. Director Seedall said the process for getting UDOT's technical assistance program is what would take time. We would have to submit the project to them by the end of the month, which I can do. The application is due by December. If it gets awarded, they will not give us the funds until July. If we were going to use their technical assistance program to fund part of this (about \$50,000). Six months is not very long if I am doing this by myself, but it is not long enough if we are going after UDOT funding. Since the PUD is there, that still gives us an avenue to help with a little bit of density, but it is not to the point of having to come in and rezone in order to get more units. I do not mind this approach with some of the clarifications that have been made.

Councilmember Rohde said this will also help us fine tune our Transportation Plan and our Land Use Plan. Director Seedall said if we are going to get into all this planning, I would love to create a Planning Advisory Committee with citizens willing to help engage and be a bridge between the planning departments and the residents. If that is the case, then I would start the General Plan update at the beginning of the year. Once done, I would start into the Integrated Land Use plan update. Once we update the guiding document that is going to steer the vision then we could dive into the Integrated Land Use Plan update. We would also discuss new areas in the annexation boundary. It currently reads that this would terminate in six months unless otherwise voted upon. This does not

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cause many things to stall. I like that it communicates clearly that until we get planning done and the public involved, we are going to stick to the base map. It will give us a little bit of time to take a breath. Subdivision applications could still come in as long as they meet the current zoning requirements. There is still a lot of development that could happen. I will work with Interim Manager Nessen on what our procurement policy is to update this plan. Between now and the next Council meeting I can prepare a scope of work. We can figure out the cost and send this to UDOT by the end of the month. This is just a break so all our ongoing developments could keep moving forward. Any annexation that needs to happen, whether it is industrial or residential could still put in petitions to be done. It just says we are not going to make any zoning changes for our residential zones until we get these plans updated. With as much growth as is projected, I do not mind taking six to nine months to get some of this figured out and get the public involved so we can set a better vision. Once it is lifted, we can update the residential code changes to help steer this vision.

Councilmember Rohde said what is important about this plan is that it brings all of these plans together under one umbrella. Part of the plan needs to include what plans need to be updated and when. There needs to be a timeline or a strategy built into the General Plan saying every so often we reevaluate. That will be called out and cause annual audits of the General Plan so that it can continue to grow and be organic.

3. Review of the agenda items identified on 7:00 p.m. City Council Agenda
4. ***CLOSED MEETING: No Closed Meeting held at this time.***
 - a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
 - b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
 - c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
 - d. ***Discussions regarding security personnel, devices or systems***

The meeting adjourned at 6:54 p.m. by consensus of the Council.

CITY COUNCIL MEETING

Mayor Holmgren called the October 7, 2025 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Holmgren, Councilmembers Estep, Lewis, Rohde, Vonk, and Westergard, Interim City Manager Nessen, and City Recorder Nelson. The following Department Head was present: Community Development Director Jeff Seedall.

1. Opening Ceremony: Prayer – Councilmember Lewis and Pledge – Councilmember Westergard
2. Introduction of Council

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3. Declaration of Conflict of Interest: None.

4. Approval of Agenda:

Motion by Councilmember Rohde to approve the agenda of October 7, 2025. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

5. Approval of minutes – September 9, 2025 and September 16, 2025

Motion by Councilmember Estep to approve the minutes stated above. Motion seconded by Councilmember Lewis. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

6. Presentations

- a. Tremonton City Citizenship Award to Elementary and Intermediate Students

Mayor Holmgren said I want to recognize our outstanding students who have been chosen by their peers, teachers, and principals as examples of good citizenship. These youth show kindness, respect, responsibility, and leadership in their schools and community. Their positive actions make Tremonton a better place. Thank you for setting such a strong example. They then awarded the youth with a gift card and took a picture.

- b. Crisis Communication Leadership Award

Mayor Holmgren said in August our community suffered the devastating loss of two officers in the Tremonton and Garland Police Department. This set in motion some really hard times. The families and our community suffered greatly, but it also brought us together. One of the important parts of this was getting information out to the public and news outlets. Tonight, it is my pleasure to recognize individuals who had a lot to do with making that possible. They made sure information was correct and timely. The first certificate is presented to Brigham City Detective Crystal Beck in recognition of her support of the Tremonton Garland Police Department. Tremonton City recognizes and shows its gratitude to Detective Beck for her competence and expertise in her profession. We appreciate the time and effort, guiding us through these hard times. The other certificate is presented to Cami Sabin, Brigham City's Public Information Officer. In recognition of her support of the Tremonton Garland Police Department during the recent critical incident, our community is grateful for your service. Much thanks. The whole community reeled from the events that took place. Their efforts made it so we could get the information out in the correct way. The Utah PIO Association with the State of Utah recognizes the Tremonton Garland Fallen Officers PIO team, led by Zach LeFevre with the Crisis Communication

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Leadership Award. Thank you so much. Also, Brigham City was a great partner as we went through all this. Many of our officers were traumatized by what had happened to their co-workers and friends. Mayor Bott authorized many of their police officers to help when our officers needed time to recover and deal with the traumatizing effects. We thank Mayor Bott and many other local communities. Mayor Bott said our ability to help in the situation was facilitated by lots of other departments who volunteered from as far away as St. George to backfill Brigham City. The weekend of the funerals we were covered by other municipalities. I would like to extend a thanks in your behalf when my police department and I go down to Draper. Mayor Holmgren said absolutely, thank you so much for your friendship between our communities. We are really grateful. It was a team effort and we appreciate that very much.

7. Public comments:

Marianne Valenta said I am going to discuss this bump-out idea that is proposed for Main Street. Bump-outs are extensions of concrete from our sidewalk into Main. When you have bump-outs, you lose your right-hand turn lanes. We all pull to the right as we turn right, but when you have those bump-outs, you turn from the through traffic lane, which slows everybody down behind you. It is a sharp turn, so you even have to make it a little bit slower. The inside corners of bump-outs gather debris. Snowplows and street sweepers are impacted by bump-outs. Last week at your meeting at the Fairgrounds, your committee told me that if we do not have bump-outs, we cannot have trees and flowers. I did not agree with her. Trees, light poles, and flowers have coexisted on our Main Street for many, many years. Strollers, people walking holding hands, and wheelchairs can go down Main Street. We do have narrow sidewalks and streets, but we get along just fine. Our Main Street is not overrun with people all the time. I do not think we need to give up that. I also was told by your committee that we will lose a minimum of 11 parking places on Main Street. We are always trying to get more parking for our merchants on Main and we are giving up 11 parking spots? I do not know why we are talking about that. It would be great if we had wider streets and sidewalks, but we do not. We have to maximize what we have, and bump-outs take away too much of our Main Street.

Casey Wolfley said I was not able to attend the Main Street meeting due to a death in the family. I have tried to find the information, but I cannot find any information. From the concerns I am hearing, it sounds like this would shut my business down. If we cannot use the alley to receive furniture, how do we sell furniture? I hope we can, once we see more information, organize thoughts. Maybe we could have a meeting with the business owners, Mayor, and City Council to go over some of these details to get answers. What is the timeline? How fast do we need to move to try to stop this or make changes and have input? Mayor Holmgren said this is all conceptual, these ideas are not set in stone until the Council makes a decision. I think it is a great idea for us to have a conversation and discuss what works best for our merchants and the downtown area.

8. New Council Business:

- a. Discussion and consideration of approving Resolution No. 25-51 appointing Oria Burningham to serve on the Library Board

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Motion by Councilmember Estep to approve the resolution. Motion seconded by Councilmember Westergard. Roll Call Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

- b. Discussion and consideration of approving Ordinance No. 25-19 rezoning parcel 05-068-0075 located at approximately 900 West 1200 South, from Residential District (R1-10) to Multiple Residential District (RM-8)

Director Seedall said this is on Rocket Road and Iowa String. The landowner asked for a rezone in order to build three, three-plexes (nine units total). They will have primary access off Rocket Road. The parcel is about an acre and a half. There is not enough frontage to connect to the cul-de-sac. There is an apartment complex east of there, so we are matching the zoning that allowed for a bit more density to build something more affordable. This is all the density that would be allowed based on the parcel size. They will be clustered on the east side because setbacks will not allow for anything to be developed on the west half of the parcel. He will probably end up having a small, private storm drain basin and some landscaping. He does not have enough frontage to access it for a full drive aisle and will probably have some kind of pedestrian connectivity over to the cul-de-sac. Councilmember Rohde said how do we make sure a quality product goes in? Director Seedall said we have architectural standards for multi-family housing we can work with him on. We will focus on making sure any product that faces Rocket Road has architectural standards.

Motion by Councilmember Lewis to approve the ordinance. Motion seconded by Councilmember Vonk. Roll Call Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

- 9. Consent Agenda
 - a. Adoption of July & August Warrant Register
 - b. Adoption of July & August Financial Statements

Councilmember Rohde said I have some concerns on financial stuff, but rather than hit you with them now, I am going to put it together and send it to you for discussion at the next meeting. I have a report on what we spent over our budget. It is only fair to give you time to research that with your department heads.

Motion by Councilmember Rohde to adopt the Consent Agenda. Motion seconded by Councilmember Westergard. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

- 10. Calendar Items and Previous Assignment
 - a. Review of calendar

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Mayor Holmgren said Trick-or-Treat on Main Street will be held Friday, October 24. The giant pumpkin contest is this Saturday. That is in conjunction with the Farmer's Market and GET OUT events.

- b. Unfinished Business/Action Items: None.

11. Reports & Comments:

- a. City Administration Reports and Comments

Manager Nessen said the insurance adjuster came today to look at the mess they have in the building. They will likely pay to fix the inside damage, but likely the roof will not be covered. Councilmember Estep said Lynn Green will need to start putting up the Christmas light display so we need to get that done before the end of October.

- b. Development Review Committee Report and Comments: None
- c. City Department Head Reports and Comments: None
- d. Council Reports and Comments

Councilmember Estep said I can see the City healing from our recent tragedy. I talked to Chief Cordova and Director LeFevre who are going to be put something on social media about removing the blue ribbons. I asked if that was appropriate and Chief Cordova said it is probably time to get them down. I am glad to see the kids back here to be recognized. It makes my day to see the smiles on their faces. It was a great conference. I learned a lot. I want to tell everybody thanks. We have some issues in the City we have to get fixed, but we are getting there.

Councilmember Rohde reported on the conference and shared some of the classes he attended and what could be incorporated into Tremonton. All in all, I thought it was a great conference and learned a lot. A citizen brought this up to me and I thought it was a great idea. On the east side on Main Street, we have a piece of property with a park that we do not do much with. Maybe we ought to consider turning that into a memorial park for our fallen officers.

Councilmember Westergard said the conference was great and every city has things going on. We are all in the same boat trying to balance everything. It was good to talk to people and see how they have tried to fix things.

Councilmember Lewis said it was a really good conference and I learned a lot. We are starting to create some good dialogue. I have appreciated the feedback we are getting. I love that citizens are here to talk about Main Street. The intent of the Main Street development is to create a beautiful city that increases traffic to stores. If we are doing anything to impede that, we want to know and fix those things. The goal is to double your traffic, not slow it down. On social media, someone mentioned a shop local initiative and the opportunity to do more shop local things here. I have some ideas and feedback. We do have a lot of good businesses coming and we want to strengthen downtown.

Councilmember Vonk said my family recently experienced a horrendous tragedy and the outpouring of support I have received from all of you and from the

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community itself has been unbelievable. We have inherited five more children indefinitely. These kids are beautiful. They have so much love to give and so much love they need. I have been so impressed with our community. It makes me love it all the more. I witnessed this with our situation with the police officers, and I was involved, but to actually be the one on the receiving end is powerful. I want to say how proud I am of our community. I really am proud to be a member of it. Thank you, everybody.

Mayor Holmgren said our thoughts and prayers are with you and your family. We learned a lot at the conference, and I think we all came away better as a result. I am really grateful for that. We are finally making headway on Rocket Road. They are moving the power to the south a bit and making it possible for us to widen that road and bridge. We will put in a sidewalk, which will help kids walk through there. We are really excited about that. Midland Square will be ready for Trick-or-Treat on October 24. I do not know if it will be all the way complete, but it will be usable. We want to thank all of you for coming out this evening. Hopefully you got some of your questions answered and if not come up and chat with us.

12. ***CLOSED MEETING: No Closed Meeting held at this time.***

- a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
- b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
- c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
- d. ***Discussions regarding security personnel, devices or systems***

13. Adjournment.

Motion by Councilmember Estep to adjourn the meeting. Motion seconded by Councilmember Rohde. Vote: Councilmember Estep - yes, Councilmember Lewis - yes, Councilmember Rohde - yes, Councilmember Vonk - yes, Councilmember Westergard - yes. Motion approved.

The meeting adjourned at 7:56 p.m.

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

Dated this _____ day of _____, 2025.

Cynthia Nelson, City Recorder

RESOLUTION NO. 25-52

A RESOLUTION APPROVING AN PROFESSIONAL SERVICES AGREEMENT BETWEEN TREMONTON CITY AND JONATHAN GOCHNOUR D.O. TO SERVE AS THE EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR

WHEREAS, Tremonton City operates an ambulance service, which is licensed with the Utah State Bureau of Emergency Medical Services (EMS), and

WHEREAS, the State Bureau of Emergency Medical Services (EMS) requires an identifiable physician to serve as an Emergency Medical Services Medical Director whose primary responsibility is to ensure quality patient care; and

WHEREAS, the Tremonton City job description summarizes the Emergency Medical Services Medical Director's responsibilities to include design, operation, evaluation, and ongoing revision of the system including initial patient access, dispatch, pre-hospital care and delivery to the hospital's emergency room; and

WHEREAS, the State Bureau of EMS requires Tremonton City to enter into a Professional Services Agreement with a physician who will function as the Emergency Medical Services Medical Director for the ambulance service; and

WHEREAS, Jonathan Gochnour, D.O. is the Medical Director at the Bear River Valley Hospital and has the professional credentials and expertise to serve as the Emergency Medical Services Medical Director for the Tremonton City Ambulance Service.

NOW, THEREFORE, the City Council of Tremonton, Utah, hereby resolves to approve the Professional Services Agreement attached in Exhibit "1" between Tremonton City and Jonathan Gochnour, D.O. to serve as the Emergency Medical Services Medical Director.

This Resolution shall become effective upon adoption and passage by the City Council. A copy of the Resolution shall be deposited in the Office of the City Recorder.

TREMONTON CITY CORPORATION

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

Exhibit “1”

PROFESSIONAL SERVICES AGREEMENT
FOR EMERGENCY MEDICAL SERVICES MEDICAL DIRECTOR

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) for Emergency Medical Services Medical Director is made by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter referred to as “City”), and Jonathan Gochmour, D.O., (hereinafter referred to as “Contractor”). Within this Agreement City and Contractor may also be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the City is desirous of entering into a professional services agreement with Contractor, wherein Contractor will serve as the City’s Emergency Medical Services Medical Director and City shall compensate Contractor for said services; and

WHEREAS, the Contractor is desirous of serving as the Emergency Medical Services Medical Director for the City and receiving compensation from the City for the services provided.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. *Services Rendered.* The Contractor agrees to serve as the City’s Medical Director for Emergency Medical Services, the scope of which services is more specifically defined in Exhibit “A” and “B” attached and incorporated hereto. The Contractor hereby also agrees to maintain all of the required professional licenses and accreditations also more specifically defined in Exhibit “A” and “B” attached and incorporated hereto.

All documents and records produced by the Contractor in connection with this Agreement, without limitations, shall become and remain the property of Tremonton City Fire Department. The Tremonton City Fire Department shall have the right to use such documents and records without restrictions or limitations and without further compensation to the Contractor.

2. *Term of Agreement.* The Agreement shall commence on October 22, 2025, and shall continue until October 21, 2026, or until terminated by either Party. After October 2026, the Agreement shall automatically renew in year increments until terminated by either Party.

a. Termination may be commenced by either Party, with or without cause, and shall be effected by written notice given not less than thirty (30) days prior to the termination date.

1. Notice as required in Section 2(a), shall be sent by City to Contractor, at the following address, certified mail, return receipt requested:

Jonathan Gochmour, DO
2730 W 6500 S.
Wellsville, Utah 84339

2. Notice as required in Section 2(a), shall be sent by Contractor to City, at the following address, certified mail, return receipt requested:

Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

3. Compensation. The City agrees to compensate the Contractor in the amount of \$10,500 starting October 21, 2025 through October 21, 2026 and every year thereafter for all work performed on behalf of the City in the Contractor's capacity as Emergency Services Medical Director.

4. Indemnification. Each Party agrees to indemnify and hold the other Party harmless from acts or failures to act on their respective parts. Tremonton City agrees to defend, indemnify and hold harmless the Contractor against any and all claims arising out of the acts or omissions of the Tremonton City or any of its employees/volunteers. The Contractor agrees to defend, indemnify and hold harmless Tremonton City or any of its employees/volunteers against any and all claims arising out of the acts or omissions of the Contractor.

5. Insurance Coverage. The Contractor, as Emergency Medical Services Medical Director, shall carry the following insurance coverage for the life of the Agreement:

(a) Worker's Compensation Insurance coverage sufficient to cover the Contractor's employees, if any, and shall furnish a Certificate of Insurance verifying said coverage. Said policy to provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to the City.

(b) Professional liability insurance coverage equal to or greater than \$1,000,000.00 per incident and \$3,000,000.00 per annual aggregate medical claims. The Contractor shall furnish Certificates of Insurance verifying the foregoing to the City contained in Exhibit "C." In the event the City desires to have a greater amount of insurance coverage, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City of the greater amount. In the event that the City requests a greater professional liability insurance coverage, the annual compensation shall be adjusted commensurate with the insurance premiums.

(c) In the event that governmental immunity limits are subsequently altered by legislation or by judicial opinion, the Contractor shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be reasonably acceptable to the City Attorney's Office. In the event that the insurance coverage is increased, the annual compensation shall be adjusted commensurate with the insurance premiums.

7. Contractor Independence. With respect to all services performed under this Agreement, the Contractor is deemed to be an independent contractor serving in the capacity of Emergency Medical Services Medical Director for the City. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for Worker's Compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract. The Contractor shall defend, indemnify and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in the Agreement, nor any act of the City or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the City. The Contractor has no authority to take action or execute any documents on behalf of the City.

8. Licenses. The Contractor shall, at all times during the term of this Agreement, have and maintain a license to practice medicine in the State of Utah. In addition, the Contractor shall maintain all licenses and permits necessary to serve as an Emergency Medical Services Medical Director.

9. Entire Agreement. This Agreement sets forth the entire understanding of the agreement 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.

10. 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 or scanned signature shall be treated for all purposes as an original signature.

11. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the state of Utah.

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

13. 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.

14. Assignment of Rights. The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other

entity without the prior, express, and written consent of the other Party.

15. Breach. In the event that a breach occurs concerning any aspect of the Agreement, the Parties hereby agree that the breaching Party shall be responsible for all costs, including attorneys' fees, incurred by the non-breaching Party in its attempts to be made whole from the breach.

16. No Waiver. The failure of either Party to the Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver occurred.

17. Severability. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of the Agreement is held to be invalid, the Parties hereby agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the severing of the invalid portion.

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

TREMONTON CITY

Lyle Holmgren, Mayor

(Date)

Attest:

Cynthia Nelson, City Recorder (Date)

CONTRACTOR

Jonathan Gochnour, D.O. (Date)

Exhibit “A”
Scope of Work and Requisite Professional Licensure and Certifications

The Contractor agrees to perform the services and maintain the professional licensures and certifications as set forth in this Exhibit. The Contractor agrees to act as the Emergency Medical Services Medical Director for the City in accordance with Utah Administrative Code, including but not limited to the following, or according to current amendments to UAC or other Utah Department of Health regulations:

R426-5-2500. Off-Line Medical Director Certification.

(1) An individual who wishes to certify as an off-line medical director shall:

(a) have completed an American College of Emergency Physicians or National Association of Emergency Medical Services Physicians medical director training course or the Department’s medical director training course within twelve months of becoming a medical director;

(b) submit an application and;

(c) pay all applicable fees.

(2) An individual who wishes to recertify as an off-line medical director shall:

(a) attend the medical director’s annual workshop at least once every four years;

(b) submit an application; and

(c) pay all applicable fees.

.

Medical control.

1. All licensees and quick response units must enter into a written agreement with a physician to serve as its off-line medical director to supervise the medical care provided by the field EMS personnel. The physician must be familiar with:
 - a. The design and operation of the local pre-hospital EMS system; and
 - b. Local dispatch and communication systems and procedures.
2. The off-line medical director shall develop and implement patient care standards which include written standing orders and triage, treatment, and transport protocols.
3. The off-line medical director shall ensure the qualification of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation;
4. The off-line medical director shall:
 - a. Develop and implement an effective quality improvement program, including medical audit, review, and critique of patient care;

- b. Annually review triage, treatment, and transport protocols and update them as necessary;
- c. Suspend from patient care, pending Department review, a field EMS personnel who does not comply with local medical triage, treatment, and transport protocols, who violates any of the EMS rules, or who the medical director determines is providing emergency medical service in a careless or unsafe manner. The medical director must notify the Department within one business day of the suspension.
- d. Attend meetings of the local EMS Council, if one exists, to participate in the coordination and operations of local EMS providers.

In addition, the City will abide by the rules set forth in this agreement or as amended through Utah Administrative Code or other Utah Department of Health regulations.

Exhibit “B”

Tremonton City

Job Description

Job Title: EMS Medical Director		
Department: Tremonton Fire/Emergency Medical Services		
Location: Tremonton Utah		
Pay Level: \$175 per hour (Total 60 hours annually)		
Job Status	Type of Position	Required Equipment
Exempt	Full-time	City Vehicle
Non-Exempt	Part-time	Cell Phone
Safety Sensitive	Temporary/Emergency	Personal Protective Equip.
On-Call	Benefits	X None
Public Safety	X Contract	
X Independent Contractor		

Job Summary

The Emergency Medical Services (EMS) requires an identifiable physician to serve as a Medical Director whose primary responsibility is to ensure quality patient care. To this end, the Medical Director’s responsibilities include design, operation, evaluation, and ongoing revision of the system, including initial patient access, dispatch, pre-hospital care, and delivery to the hospital’s emergency room.

Supervision

Given: The Medical Director has supervisory authority over EMS personnel’s delivery of clinical and patient care. For additional information on this aspect of the job, see the Essential Duties section.

Received: Fire Chief

Essential Duties

- Develops, implements, and ensures compliance for:
 - Protocols for EMS personnel to provide pre-hospital care and patient care standards including communications standards and dispatch and medical protocols.
 - Criteria for determining patient destination along with procedures or protocols under which non-transport of patients may occur.
 - Policies and procedures for equipment used in patient care.
 - Protocols used for medication administration.
- Develops and implements an effective quality improvement program for continuous system and patient care improvement, which includes but is not limited to: medical audit, review, and critique of patient care.
- Establishes, implements, reviews, and updates (at least annually) system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport.
- Ensures the qualifications of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation.
- Requires education and testing to the level of proficiency approved for the following personnel within the EMS system:
 - First Responders
 - EMTs, all levels
 - Educational coordinators
- Attends meetings of the local EMS Council, if one exists, to participate in the coordination and operations of local EMS providers
- Meets with the Tremonton City Fire Chief and EMS Officers once a quarter to discuss EMS matters.
- Attends EMS every other month
- Suspends from patient care, pending Bureau of EMS Department review, a field EMS personnel or dispatcher who does not comply with local medical triage, treatment and transport protocols, pre-arrival instruction protocols, or who violates any of the EMS rules, or who the Medical Director determines is providing emergency medical service in a careless or unsafe manner. The Medical Director must notify the Bureau of EMS Department within one business day of the suspension. Suspensions of EMS personnel from medical care duties for due cause by the Medical Director shall be according to the appropriate State and City (unless State process supersedes the City's processes) review and appeals process

Knowledge, Skills & Abilities

Knowledge of:

- Design and operation of pre-hospital EMS systems

- EMS dispatch and communications
- Local mass casualty and disaster plans.
- Bear River Valley Emergency Department management of the acutely ill or injured patient.
- EMS laws and regulations.

Skills in:

- Pre-hospital emergency care of the acutely ill or injured patient.
- Medical direction of pre-hospital emergency units.
- Instruction of pre-hospital personnel.
- EMS quality improvement process.

Ability to:

- Maintain knowledge levels appropriate for an EMS Medical Director through continued education.

Education & Experience

- Be a licensed Medical Doctor.
- Have completed an American College of Emergency Physicians or National Association of Emergency Medical Physicians medical director training course or the Bureau of EMS Department's medical director training course.

Special Requirements

- Obtain insurance for duties/actions performed by the Medical Director.
- A written agreement that delineates the Medical Director's authority and responsibilities and the EMS system's obligations
- All of the Medical Director's written protocols, policies, procedures, etc. become the property of Tremonton City.
- The successful agreement of the terms of a contract between Tremonton City and the Medical Director is 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 “C”



1260 East Stringham Avenue #325
Salt Lake City, UT 84106
p. 800.328.5532
ConstellationMutual.com

CERTIFICATE OF INSURANCE

This is to certify that UMIA Insurance, Inc. has issued to the insured the policy identified below by policy number, policy term and limits of liability, which affords LIABILITY INSURANCE. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions, or limits of the insurance afforded by the policy.

INSURED'S NAME:	Jonathan J Gochnour, DO	
MAILING ADDRESS:	P.O. Box 571117 Murray, UT 84157	
POLICY NUMBER:	UMP006269	
POLICY PERIOD:	01/01/2025 to 01/01/2026	
COVERAGE TYPE:	Medical Professional Liability Claims-Made and Reported	
LIMITS OF LIABILITY:	\$1,000,000	Each Medical Incident
	\$3,000,000	Individual Insured Aggregate
PRIOR ACTS DATE:	05/01/2017	

The prior acts date is the date listed on the Declarations Page or a schedule or endorsement which is the first date that coverage applies to any claim covered under this policy.

Issue Date: 12/09/2024

RESOLUTION NO. 25-53

A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING A CONSULTANT AGREEMENT BETWEEN HEMMCO, LLC AND TREMONTON CITY FOR LOBBYING SERVICES ON STATE AND LOCAL GOVERNMENT RELATIONS AND APPROPRIATIONS WITH THE UTAH LEGISLATURE AND STATE GOVERNMENT AGENCIES

WHEREAS, Tremonton City faces ongoing challenges related to water supply, infrastructure maintenance, and regional development, exacerbated by growth and aging infrastructure; and

WHEREAS, securing state-level funding is essential to support projects such as pipeline upgrades, water acquisition, and related infrastructure improvements; and

WHEREAS, the City desires to approve Resolution No. 25-53 to have Hemmco, LLC provide lobbying services and governmental relations to assist the City's efforts in securing funding associated with water-related infrastructure projects in Tremonton; and

NOW THEREFORE BE IT RESOLVED that the Tremonton City Council adopts Resolution No. 25-53 approving a consultant agreement between Hemmco, LCC and Tremonton City for lobbying services on state and local government relations and appropriations with the Utah Legislature and State Government agencies contained in Exhibit "1."

Adopted and passed by the governing body of Tremonton City Corporation on this 21st day of October 2025.

TREMONTON CITY
A Utah Municipal Corporation

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into on _____, by and between _____, located at _____ (“Client”), and Hemmco, LLC located at 1115 E 965 N, Orem, UT 84097 (“Consultant”), regarding the representation of Client in the State of Utah (“State”). The Client and Consultant may be referred to collectively as “Parties” or respectively as “Party”) in this Agreement.

RECITALS

WHEREAS, Client desires to obtain the Services specified herein; and

WHEREAS, Consultant is desirous of accepting the duties and responsibilities of providing the Services specified herein.

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

AGREEMENT

I. Scope of Representation

Consultant shall provide Hemmco, LLC will provide comprehensive lobbying and advocacy services, including but not limited to:

- Strategic Planning and Advocacy: Develop and execute a tailored lobbying strategy to identify funding opportunities in the Utah State Legislature's annual appropriations process, as well as through state agency grant and loan programs. This includes preparing testimony, drafting legislative language, and coordinating with lawmakers and agency officials.
- Relationship Building: Engage with key stakeholders, including legislators, committee chairs, agency directors, and regional partners, to build support for Tremonton's water projects.
- Monitoring and Reporting: Track relevant legislation, budget proposals, and agency announcements; provide regular updates to the City on progress, opportunities, and challenges.
- Grant and Loan Pursuit: Assist in preparing applications, supporting documentation, and follow-up for up to \$7.5 million in combined appropriations and low-interest loans.
- Compliance and Ethics: Ensure all activities adhere to Utah's lobbying disclosure laws, ethics guidelines, and federal regulations where applicable.

All services will be performed at the direction and with the approval of Tremonton City officials to prioritize projects that benefit the City and its region.”).

II. Term

The contract term shall be 3.5 years, commencing upon execution of the agreement and ending on April 30, 2029, unless terminated earlier.

Cancellation of Agreement

Tremonton City shall have the right to terminate the agreement for lack of performance, at its sole discretion, effective every April 30 during the term, provided that written notice is given at least 30 days prior (i.e., by March 31 of the relevant year). Hemmco, LLC may also terminate the agreement with 30 days' written notice for non-payment or other material breaches by the City. Upon termination, any outstanding fees for services rendered shall be paid in full.

Additional Terms

- Indemnification: Each party agrees to indemnify the other against claims arising from their own negligence or willful misconduct.
- Governing Law: This agreement shall be governed by the laws of the State of Utah.
- Amendments: Any amendments must be made in writing and signed by both parties.

III. Consideration

For Services performed under this Agreement, Client shall agree to pay the Consultant a retainer of \$15,000.00 payable on the first of each month. This fee covers all lobbying activities, travel, and administrative costs associated with the scope of services outlined above. No additional fees or commissions will be charged based on funding outcomes. Invoices will be submitted monthly, with payment due within 30 days.

IV. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he will hold in confidence, not use or disclose, and protect any Confidential Information of Client in a manner at least equal to the manner in which he protects his own Confidential Information, and shall similarly bind his employees, agents, representatives, successors, contractors or assigns as to such Confidential Information obligations. “Confidential Information” means any information, technical data, or know-how relating to a party’s business, research, products, software, services, development, inventions, processes, engineering, marketing, techniques, pricing, internal procedures, business, and marketing plans and business opportunities. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that: (i) Consultant can prove through written documentation was in his or her possession prior to the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Consultant; (iii) is disclosed to Consultant by a third party not in violation of any

obligation of confidentiality; or (iv) is independently developed by Consultant without reference to or use of any Confidential Information, which can be proven through written documentation.

V. Noncompete

For the term of this Agreement, the Consultant shall not represent any entity on an issue that would be in conflict with the best interest of the Client, without approval of the Client. It is understood that the consultant has other clients working to receive funding from the state of Utah. Representing other clients for funding is not considered a conflict of interest.

VI. Assignment

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

VII. General

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. This Agreement will be governed by, enforced in and interpreted according to the laws of the State of Utah, and the Parties consent to exclusive jurisdiction in the state or federal courts of Utah. The Parties expressly waive any right to a trial by jury. This Agreement does not create any joint venture, partnership, employment relationship or other agency relationship between the Parties.

IN WITNESS WHEREOF, the parties have made an executed this Consulting Agreement on the date first entered above.

CONSULTANT

Hemmco, LLC

By: _____
Dan Hemmert, Partner

CLIENT

By: _____
Name: Lyle Holmgren
Title: Tremonton City Mayor

ORDINANCE NO. 25-20

AN ORDINANCE OF TREMONTON CITY AMENDING THE TREMONTON CITY CODE CHAPTER 1.10 PUBLIC FACILITIES ZONE, CHAPTER 1.11 SENSITIVE AREA ZONE; PROTECTION AREA ZONE, CHAPTER 1.12 FLOOD DAMAGE PREVENTION OVERLAY ZONE, CHAPTER 1.13 SEXUALLY ORIENTED BUSINESS OVERLAY ZONE, AND CHAPTER 1.15 WATER SOURCE PROTECTION OVERLAY ZONE

WHEREAS, the Tremonton City Council has the authority under Title 10 Chapter 3 Utah State Code to revise City codes and ordinances; and

WHEREAS, the Tremonton City Council has the authority under Title 10 Chapter 9a Utah Municipal Code to adopt land use ordinances; and

WHEREAS, the Tremonton City Council has adopted the Tremonton City Land Use Code, which includes regulations and requirements for the development of land within Tremonton City; and

WHEREAS, it becomes necessary from time to time to review and amend the Tremonton City Land Use Code and other City codes; and

WHEREAS, City staff has prepared amendments to the Land Use Code for the Planning Commission's review and recommendation; and

WHEREAS, consistent with the noticing requirements, the Tremonton City Planning Commission caused a public hearing notice to be published on the Public Notice Website, Tremonton City's Website, and three different locations in Tremonton City for a meeting held on October 14, 2025, giving notice of the proposed amendments to the Land Use Code; and

WHEREAS, the Tremonton City Planning Commission held a public hearing on October 14, 2025 to listen to public comment regarding the proposed amendments to the Tremonton City Land Use Code; and

WHEREAS, after holding a public hearing, the Planning Commission voted to recommend approval of the following amendments to the Tremonton City Land Use Code, as outlined in Exhibit "A" by the City Council for their consideration and potential adoption.

NOW THEREFORE BE IT ORDAINED that the Tremonton City Council of Tremonton, Utah hereby adopts, passes, and publishes Ordinance No. 25-20 an ordinance of Tremonton City amending the Tremonton City Code Chapter 1.10 Public Facilities Zone, Chapter 1.11 Sensitive Area Zone; Protection Area Zone, Chapter 1.12 Flood Damage Prevention Overlay Zone, Chapter 1.13 Sexually Oriented Business Overlay Zone, and Chapter 1.15 Water Source Protection Overlay Zone, together with any other clerical or de minimus changes to the Code, as necessary.

Should any portion of this Ordinance be deemed invalid or unenforceable by the rule of law or otherwise, all other aspects of this Ordinance shall remain enforceable and in full effect.

This Ordinance is hereby adopted this 21st day of October, 2025 and shall be effective upon its adoption.

TREMONTON CITY CORPORATION

By _____
Lyle Holmgren, Mayor

ATTEST:

Cynthia Nelson, City Recorder

EXHIBIT “A”

CHAPTER 1.15

~~WATER SOURCE PROTECTION OVERLAY SPECIAL PURPOSE OVERLAY ZONES~~ DISTRICT (WSP)

Sections:

- 1.15.005 ~~Purpose~~ **Public Facilities Zone.**
- 1.15.010 **Sensitive Area Zone.**
- 1.15.015 **Protection Area Zone.**
- 1.15.020 **Flood Damage Prevention Overlay Zone**
- 1.15.025 **Sexually Oriented Business Overlay Zone**
- 1.15.030 **High Water Table Restriction Overlay Zone**
- 1.15.035 **Water Source Protection Zone**

1.15.005 PUBLIC FACILITIES ZONE.

- A. Purpose. The purpose of the Public Facilities (PF) Zone District is to designate those areas within the City that in which are owned by a political subdivision of the state. The purpose of these facilities is to provide services or land uses that benefit the citizens of Tremonton City.
- B. Permitted Uses. The following uses are permitted in the PF Zone, and other uses that the Zoning Administrator interprets as similar in purpose or use:
 - 1. Public and special events;
 - 2. Utilities, transmission, pad, facility, etc;
 - 3. Equestrian uses and recreational vehicle park (Box Elder County Fair Grounds only);
 - 4. Educational activities;
 - 5. Storm water drainage and basins;
 - 6. Public trails and parks;
 - 7. Public safety related activities (including fire and police stations);
 - 8. Accessory buildings and outdoor storage;
 - 9. Libraries;
 - 10. Office space;
 - 11. Public services;
 - 12. Wastewater treatment facilities;
 - 13. Recycling and green waste collection areas;
 - 14. Communication towers and antennas;
 - 15. Animal shelter;
 - 16. Warehouse;
 - 17. Public Facilities;
 - 18. Cemetery (Riverview Cemetery only).

C. Conditional Uses. None.

D. Lot Regulations. None.

1.15.010 SENSITIVE AREA ZONE.

- A. Purpose. The purpose of the Sensitive Area (SA) Zone District is to designate those areas within the City that possess physical and/or environmental characteristics which require regulations due to surface or high water; susceptibility of wild-land fires, earthquake, and flood or storm hazards. Of specific concern is development in flood-prone areas, earthquake zones, landslide areas, areas of steep slope or unstable soils, and other

sensitive lands. It is the intent of these regulations to avoid detrimental impacts on sensitive lands, and limit the magnitude of adverse natural forces and hazards on lands that are prone to these types of events.

B. Permitted Uses. Subject to any restrictions within the Flood Damage Prevention Overlay District and any federal or state regulatory agencies, the following uses are permitted in the SA Zone:

1. Tilling of the soil;
2. Keeping/Grazing of animals;
3. Horticulture and gardening, excluding agricultural;
4. Public trails and parks;
5. Storm water drainage and basins; and
6. Public Facilities.

C. Conditional Uses. None.

D. Lot Regulations. None.

1.15.015 PROTECTION AREA ZONE DISTRICT. (PA)

A. Purpose. In accordance with Utah Code 17-41-402 in general, the City may not change the zoning designation of or a zoning regulation affecting land within an Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas unless the City receives written approval for the change from all the landowners within the protection area affected by the change. As such, the purpose of the Protection Area Zone is to reaffirm the original zoning designation and zoning regulations that the landowner received when their land was designated as either as an Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas. Additionally, the purpose of the Protection Area Zone is to educate and raise awareness of developers and residents within the City that protection areas are protected from any adverse effects of development and help ensure the right to continue such lawful uses within the relevant Protection Areas.

B. Permitted Uses. Subject to any allowance, to the contrary in Utah Code 17-41 Agricultural, Industrial, or Critical Infrastructure Materials Protection Area or other sections of Utah Code, the following uses are permitted within the Protection Area Zone:

1. The original zoning designation and zoning regulations that the landowner received by designating their land as an Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas. The burden of proving the original zoning designations and zoning regulations is the landowner.
2. As allowed by Utah Code 17-41-301(3) any an Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas may include within its boundaries land used for a roadway, dwelling site, park, or other nonagricultural use, in the case of an industrial protection area, nonindustrial use, or in the case of a critical infrastructure materials protection area, use unrelated to critical infrastructure materials operations if that land constitutes a minority of the total acreage within the relevant protection area.

C. Prohibited Uses. Any limits or restrictions on the types of agriculture production, industrial use, or critical infrastructure materials operations that were proposed by the landowner with the original application for the Protection Area and/or otherwise approved by the Governing Body that approved the creation of the relevant protection area in accordance with Utah Code 17-41-301.

D. Future Prohibited Uses. As allowed by Utah Code 17-41-402 (1), City reserves the future right to enact a local law, ordinance, or regulation that bears a direct relationship to public health or safety for land within the Protection Area Zone.

E. Conditional Uses. None.

F. Lot Regulations. None.

1.15.020 FLOOD DAMAGE PREVENTION OVERLAY ZONE DISTRICT (FDP)

- A. Statutory Authorization. The Legislature of the State of Utah has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Tremonton, Utah, does ordain as follows:
- B. Findings Of Fact.
1. The Flood Hazard areas of Tremonton City are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for Flood Protection and relief, all of which adversely affect the public health, safety and general welfare.
 2. These flood losses may be created by the cumulative effect of obstructions in Floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they may be inadequately elevated, Floodproofed or otherwise protected from flood damage.
- C. Statement Of Purpose. It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
1. Protect human life and health;
 2. Minimize expenditure of public money for costly flood control projects;
 3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 4. Minimize prolonged business interruptions;
 5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, fiber, and sewer lines, streets and bridges located in Floodplains;
 6. Help maintain a stable tax base by providing for the sound use and development of Flood-Prone areas in such a manner as to minimize future flood blight areas; and
 7. Insure that potential buyers are notified that property is in a flood area.
- D. Methods Of Reducing Flood Losses.
1. In order to accomplish its purposes, this Ordinance uses the following methods:
 - a. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
 - b. Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
 - c. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
 - d. Control filling, grading, dredging and other development, which may increase flood damage;
 - e. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- E. Definitions. Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the meaning they have in common usage and to give this Ordinance it's most reasonable application.
1. ALLUVIAL FAN FLOODING means flooding occurring on the surface of an alluvial fan or similar landform, which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

2. APEX means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
3. AREA OF SHALLOW FLOODING means a designated AO, AH, or VO zone on the City's Flood Insurance Rate Map (FIRM) with a one (1) percent chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
4. AREA OF SPECIAL FLOOD HAZARD is the land in the floodplain within the City subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.
5. BASE FLOOD means the flood having a one percent chance of being equaled or exceeded in any given year.
6. BASEMENT means any area of the building having its floor sub-grade (below ground level) on all sides.
7. CRITICAL FEATURE means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.
8. DEVELOPMENT means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
9. ELEVATED BUILDING means a non-basement building:
 - a. Built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and
 - b. Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.
10. EXISTING CONSTRUCTION means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM (September 29, 2010) or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."
11. EXISTING MANUFACTURED HOME PARK OR SUBDIVISION means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the City.

12. **EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
13. **FLOOD OR FLOODING** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
14. **FLOOD INSURANCE RATE MAP (FIRM)** means an official map of the City, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
15. **FLOOD INSURANCE STUDY** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary Floodway Map.
16. **FLOODPLAIN OR FLOOD-PRONE AREA** means any land area susceptible to being inundated by water from any source (see definition of flooding).
17. **FLOODPLAIN MANAGEMENT** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
18. **FLOODPLAIN MANAGEMENT REGULATIONS** means zoning Ordinances, subdivision regulations, building codes, health regulations, special purpose Ordinances (such as a floodplain Ordinance, grading Ordinance and erosion control Ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
19. **FLOOD PROTECTION SYSTEM** means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
20. **FLOOD PROOFING** means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
21. **FLOODWAY (REGULATORY FLOODWAY)** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
22. **FUNCTIONALLY DEPENDENT USE** means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and

ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

23. **HARDSHIP (Use Variance)** When used in the context of Section 1.12.035 D zoning variances of these regulations, unusual physical circumstances peculiar to the subject property and not to the neighborhood in general which would result in a deprivation of all permitted uses or conditional uses under its zoning to which it can reasonably be put, and therefore all reasonable economic return from the property if zoning is strictly enforced. That which causes the hardship must:
- a. Be exceptional and undue;
 - b. Relate to an extraordinary and exceptional situation or condition of the property; and
 - c. Not result from any affirmative action of the property owner (be "self-inflicted"). Since all zoning imposes some degree of hardship, "mere" hardship does not justify a variance.
24. **HIGHEST ADJACENT GRADE** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
25. **HISTORIC STRUCTURE** means any structure that is:
- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - d. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior or;
 - ii. Directly by the Secretary of the Interior in states without approved programs.
26. **LEVEE** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to provide protection from temporary flooding.
27. **LEVEE SYSTEM** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
28. **LOWEST FLOOR** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.
29. **MANUFACTURED HOME** means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

30. **MANUFACTURED HOME PARK OR SUBDIVISION** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
31. **MEAN SEA LEVEL** means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
32. **NEW CONSTRUCTION** means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM (September 29, 2010) or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
33. **NEW MANUFACTURED HOME PARK OR SUBDIVISION** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the City.
34. **RECREATIONAL VEHICLE** means a vehicle which is:
- a. Built on a single chassis;
 - b. Four Hundred (400) square feet or less when measured at the largest horizontal projections;
 - c. Designed to be self-propelled or permanently towable by a light duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use
35. **START OF CONSTRUCTION** (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred-eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
36. **STRUCTURE** means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
37. **SUBSTANTIAL DAMAGE** means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.
38. **SUBSTANTIAL IMPROVEMENT** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This includes structures

which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official and which are the minimum necessary conditions or
 - b. Any alteration of a "historic" structure provided that the alteration will not preclude the structure's continued designation as a "historic structure."
39. VARIANCE is a grant of relief to a person from the requirement of this Ordinance when specific enforcement would result in unnecessary hardship. A Variance, therefore, permits construction or development in a manner otherwise prohibited by this Chapter. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)
40. VIOLATION means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b) (5), (c) (4), (c) (10), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until such time as that documentation is provided.
41. WATER SURFACE ELEVATION means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

F. General Provisions.

1. Lands to which this Chapter Applies. This Chapter shall apply to all "areas of special flood hazard" within the jurisdiction of Tremonton City.
2. Basis for Establishing the Areas of Special Flood Hazard. The "areas of special flood hazard" identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, Exhibit A "The Flood Insurance Study for Tremonton City" dated September 29, 2010, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) Exhibit B, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.
3. Establishment of Development Permit. A Development/Building Permit shall be required to ensure conformance with the provisions of this Ordinance.
4. Compliance. No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Ordinance and other applicable regulations.
5. Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance and another Ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
6. Interpretation. In the interpretation and application of this Ordinance, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the Governing Body; and
 - c. Deemed neither to limit nor repeal any other powers granted under State Statutes.
7. Warning and Disclaimer of Liability. The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering

considerations. On rare occasions greater floods can and may occur and flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the City or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

G. Administration.

1. Designation of the Floodplain Administrator. The Zoning Administrator is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.
2. Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 - a. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
 - b. Review permit application to determine whether proposed building site, including the placement of manufactured homes will be reasonably safe from flooding.
 - c. Review, approve or deny all applications for development permits required by adoption of this Chapter.
 - d. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or Local Governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - e. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
 - f. Notify, in riverine situations, adjacent communities and the Utah State Coordinating Agency, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - g. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - h. When base flood elevation data has not been provided in accordance with Section 1.12.030 B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Section 1.12.040.
3. Permit Procedures. Application for a Development/Building Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Approval or denial of a Development/Building Permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter. Additionally, the following information is required:
 - a. Elevation (in relation to Mean Sea Level), of the Lowest Floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to Mean Sea Level to which any nonresidential structure shall be Floodproofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential Floodproofed structure shall meet the Floodproofing criteria of Section 1.12.040 B 2;

- d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and
 - e. Maintain a record of all such information in accordance with Section 1.12.035 B 1.
4. Variance Procedures.
- a. The process as established by the City shall hear and render judgment on requests for Variances from the requirements of this Ordinance.
 - b. The variance process shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.
 - c. Any person or persons aggrieved by the decision through the Variance process may appeal such decision in the District Court of competent jurisdiction.
 - d. The Floodplain Administrator shall maintain a record of all actions involving a Variance and shall report Variances to the Federal Emergency Management Agency upon request.
 - e. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
 - f. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C 2 of 1.12.035 have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
 - g. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Authority may attach such conditions to the granting of Variances as it deems necessary to further the purpose and objectives of this ordinance Section 1.12.015.
 - h. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - i. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structures continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - j. Prerequisites for granting variances:
 - i. Variances shall only be issued upon a determination that the Variance is the minimum necessary, considering the flood hazard, to afford relief.
 - ii. Variances shall only be issued upon:
 - A. showing a good and sufficient cause;
 - B. a determination that failure to grant the Variance would result in exceptional Hardship to the applicant, (see definition of Hardship) and
 - C. a determination that the granting of a Variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.

- iii. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the Lowest Floor Elevation below the Base Flood Elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- k. Variances may be issued by the City for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - i. The criteria outlined in Section 1.12.035 D 1- 9 are met, and
 - ii. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

H. Provisions For Flood Hazard Reduction.

1. General Standards. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
 - a. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - c. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - d. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - e. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - f. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
 - g. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
2. Specific Standards. In all areas of special flood hazards where Base Flood Elevation data has been provided as set forth in Section 1.12.030 B, Section 1.12.035 B 8, or Section 1.12.040 C 3, the following provisions are required:
 - a. Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated one (1) foot above the base flood elevation. A registered Professional Engineer, Architect, or Land Surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 1.12.035 C 3. is satisfied.
 - b. Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated one (1) foot above the base flood level or together with

attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Professional Engineer or Architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to Mean Sea Level) to which such structures are Floodproofed shall be maintained by the Floodplain Administrator.

- c. **Manufactured Homes** - Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- I. **Effective Date Of Ordinance.** It is hereby found and declared by Tremonton City Council that flooding has occurred in the past within its jurisdiction and may occur within the future; and it may result in destruction of property, injury or death within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this Ordinance become effective immediately. Therefore, this Ordinance, being necessary for the preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.
- J. **Subdivision Proposals In A Flood Plain Area.** For Subdivision Standards see Title II, Tremonton City Subdivision Ordinance.
- K. **Fema Documents.** The Federal Emergency Management Agency (FEMA) has prepared a Flood Insurance Study Number 49003CV000A and mapped the 100 year flood plain for the Malad and Bear River, Flood Insurance Rate Map Panel 1360D. These documents are included in the Appendix of this Title.

1.15.025 SEXUALLY ORIENTED BUSINESS OVERLAY ZONE

- A. **Purpose.** It is the purpose and object of this Chapter is to establish reasonable and uniform regulations governing the location of Sexually Oriented Businesses (SOB). This Chapter shall be construed to protect the governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions.
- B. **Applicability.** This Chapter imposes regulatory standards for Sexually Oriented Businesses and except where the context or specific provisions require, this Chapter does not supersede or nullify any other related ordinances or state laws. In cases of conflicting regulatory standards the most restrictive regulatory standards shall be applied.
- C. **Definitions.** Definitions of terms in this Chapter related to Sexually Oriented Business shall be defined in Chapter 9-700 Sexually Oriented Businesses of the Revised Ordinances of Tremonton City Corporation.
- D. **District Restrictions.**
 - 1. **Adult Business, Sexually Oriented Business, or any business that is required to have Sexually Oriented Business license as required by Chapter 9-700 of the Revised Ordinances of Tremonton City Corporation may only be allowed in the boundaries of the Sexually Oriented Business Overlay Zone District (Map 1.03), provided that the said business is not located within the distance to surrounding facilities and zoning boundaries as follows:**

- a. Within one-thousand (1,000) feet of any school, public park, public building, library, or religious institution;
 - b. Within six-hundred (600) feet of any other sexually oriented business or an establishment that sells any alcoholic beverages; or
 - c. Within one-thousand (1,000) feet of any residential use (no matter which zoning district) or a residential zoning boundary;
 - d.
 - e. Within six-hundred (600) feet of any gateway or gateway corridor as identified in this Title and the Tremonton City General Plan. The distance shall be measured from the edge of the right-of-way. For purposes of this Chapter, "gateway" or "gateway corridor" shall mean the state highways, freeways and other primary access roads by which vehicular access to and through Tremonton City is obtained.
 - f. Distance requirements between structures and uses specified in this Section shall be measured in a straight line, without regard to intervening structures or zoning districts, from the perimeter property boundaries of the school, public park, public building, library, religious institution, residential use, or other sexually oriented business or establishment that sells alcoholic beverages, or from the edge of the right-of-way of a gateway or gateway corridor, to the nearest point on the structure of the sexually oriented business.
 - g. Distance requirements from zoning districts for this Section shall be measured in a straight line, without regard to intervening structures or zoning districts, from the closest zoning boundary of a residential district to the nearest point on the sexually oriented business structure.
2. Lot Regulations. The Sexually Oriented Business Overlay Zone District's lot regulations shall be the same as the underlying zoning district except as may be modified in this Chapter or as part of a Conditional Use Permit approval.
- E. Signs. Signs for Sexually Oriented Businesses shall be subject to the limitations in Chapter 1.27 Sign Permit of this Title.
- F. Permits And Licenses Required. It is unlawful for any person to operate a Sexually Oriented Business without first obtaining permits and licenses which may include but are not limited to: Conditional Use Permit, Site Plan Permit, General Business License, and a Sexually Oriented Business License.

1.15.030 HIGH WATER TABLE RESTRICTION OVERLAY ZONE DISTRICT (HWTR)

Reserved.

1.15.035 WATER SOURCE PROTECTION ZONE

- A. Purpose. The purpose of this Chapter is to restrict land uses in areas of the City required to be restricted for protection of water sources in compliance with the laws of the State of Utah and to comply with the Drinking Water Source Protection Rules and Regulations of the State of Utah.
- B. District Restrictions.
 - 1. Prohibited Uses. The following are prohibited uses and such uses that constitutes pollution sources as defined under the Rules of the Drinking Water Division of the State of Utah or uses that the Culinary Water Authority determine to be similar or consistent with the prohibited use include but are not limited to:
 - a. Storage facilities that store liquid forms of hazardous substances;
 - b. Septic tank and septic tank drain fields;

- c. Class V underground injection wells;
 - d. Landfills, open dumps, land filling of sludge and septage, manure piles, salt piles, pit privies, drain lines; and
 - e. Animal feeding operations with more than ten (10) animal units.
- 2. Additional Prohibited Uses. Additional and specific prohibited land uses are contained in the Drinking Water Source Protection Rules of the Drinking Water Division of the State of Utah and are incorporated herein by reference as though fully set forth herein.
- 3. Lot Regulations. The Water Source Protection Overlay Zone District's lot regulations shall be the same as the underlying zoning district except as may be modified by the approval of a Subdivision, Conditional Use Permit, or Site Plan Permit.

STATE OF UTAH)
 : ss.
County of Box Elder)

I, CYNTHIA NELSON, the City Recorder of Tremonton, Utah, do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 25-20, entitled “**AN ORDINANCE OF TREMONTON CITY AMENDING THE TREMONTON CITY CODE CHAPTER 1.10 PUBLIC FACILITIES ZONE, CHAPTER 1.11 SENSITIVE AREA ZONE; PROTECTION AREA ZONE, CHAPTER 1.12 FLOOD DAMAGE PREVENTION OVERLAY ZONE, CHAPTER 1.13 SEXUALLY ORIENTED BUSINESS OVERLAY ZONE, AND CHAPTER 1.15 WATER SOURCE PROTECTION OVERLAY ZONE**” adopted and passed by the City Council of Tremonton, Utah, at a regular meeting thereof on October 21, 2025 which appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of _____, 2025.

Cynthia Nelson
City Recorder

(city seal)

NOTICE OF THE “ANNUAL MEETING SCHEDULE” FOR 2026 OF THE CITY COUNCIL OF TREMONTON CITY, UTAH

Public notice is hereby given that the 2026 annual meeting schedule of the City Council of Tremonton City, Box Elder County, Utah is as follows. Meetings of the Council are held at the City Council meeting room in the Civic Center at 102 South Tremont Street, Tremonton, Utah unless otherwise noticed on the City Council agenda. City Council meetings are held the 1st and 3rd Tuesdays of the month and the 5th Tuesday of the month as needed.

<u>MONTH</u>	<u>DATE</u>	<u>TIME</u>
JANUARY	6 and 20	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
FEBRUARY	3 and 17	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
MARCH	3 and 17	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
APRIL	7	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
MAY	5 and 19	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
JUNE	2 and 16	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
JULY	7 and 21	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
AUGUST	4 and 18	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
SEPTEMBER	1 and 15	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
OCTOBER	6 and 20	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
NOVEMBER	3 and 17	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
DECEMBER	1	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.
JANUARY 2027	5 and 19	Work Session – 6:00 P.M. Policy Session – 7:00 P.M.

Schedule adopted this the 21st day of October 2025. Posted and delivered to The Leader on the 22nd day of October 2025.

Cynthia Nelson, City Recorder

TREMONTON CITY
CALENDAR ITEMS
October 21, 2025

TITLE:	Review of Calendar
FISCAL IMPACT:	Not applicable

October 24 Trick or Treat on Main Street from 4 – 6 pm

October 28-31 Early Voting 8 – 5 1 S Main, Suite #1 in Brigham

November 4 General Election 7 am – 8 pm at BE Fairgrounds

November 26 Christmas Light Show starts