Preliminary Municipality Board of Echo Canyon, Utah

Resolution # 2025-R-01 DATE: June 12, 2025

A RESOLUTION OF THE PRELIMINARY MUNICIPALITY BOARD OF ECHO CANYON, UTAH

RECITALS

WHEREAS, the Preliminary Municipality of Echo Canyon ("**Echo Canyon**") is a preliminary municipality and political subdivision of the state of Utah; and

WHEREAS, Echo Canyon was incorporated as a preliminary municipality pursuant to Utah Code Title 10, Chapter 2a, Part 5 on June 9, 2025; and

WHEREAS, on June 12, 2025, after providing notice of the public hearing pursuant to Utah Code Title 52, Chapter 4, the Board of the Preliminary Municipality of Echo Canyon ("**Board**") met to constitute its governing body, to appoint officers, and to adopt certain policies in order to advance the goals and objectives of Echo Canyon, and the health, safety, and general welfare of its constituents; and

WHEREAS, the Board finds it is necessary to authorize the administrative funding and reimbursement agreement between Echo Canyon and the initial landowners; and

WHEREAS, the Board finds it is necessary to constitute a Planning Commission as the Land Use Authority for Echo Canyon in accordance with Utah Code Title 10, Chapter 9a, and to appoint the initial members of the Planning Commission; and

WHEREAS, the Board finds it is necessary to adopt rules of order and procedure for Echo Canyon Board and Planning Commission Meetings; and

WHEREAS, the Board finds it is necessary to adopt an electronic meetings policy for the Board and Planning Commission; and

WHEREAS, Utah Code Section 10-9a-401 requires that a municipality adopt a General Plan; and

WHEREAS, the Board finds it is necessary to enact a land use regulation for Echo Canyon pursuant to Utah Code Section 10-9a-501; and

WHEREAS, the Board finds it is necessary to adopt a procurement policy for Echo Canyon pursuant to Utah Code Title 63G, Chapter 6a; and

WHEREAS, the Board finds it is necessary to adopt a records policy for Echo Canyon to ensure compliance with the provisions of the Government Records Access and Management Act (GRAMA) Utah Code Title 63G; and

WHEREAS, the Board finds it is necessary to obtain appropriate policies of insurance for Echo Canyon;

NOW, THEREFORE, BE IT RESOLVED by the Board, effective immediately:

RESOLVED, that the following persons are hereby appointed and/or ratified as members of the Board or as officers of Echo Canyon in the offices set forth below to serve until replaced by election under Utah Code Section 10-2a-510:

Name	Office
Craig Weston	Chairman of the Board
Thomas Gottlieb	Board Member
Trent Arnold	Board Member
Jonathan Hoffman	Board Member
(to be determined, discussed, dependent on County)	Grand County Board Member
Jennifer Ball	Municipal Treasurer
Smith Hartvigsen, PLLC	Municipal Counsel
Jacob Clark	Municipal Clerk & Recorder
(to be determined per future action)	Municipal Engineer

RESOLVED, that the Municipal Treasurer is authorized to open bank accounts and implement fiscal policies and procedures in accordance with applicable governing law.

RESOLVED, that in accordance with Utah Code Section 10-3-829, the administrative funding and reimbursement agreement between Echo Canyon and the initial landowners is hereby ratified, approved and confirmed in all respects.

RESOLVED, that in accordance with Utah Code Section 10-3-829, all other actions taken and all things done by any member of the Board or officer in connection with the organization and incorporation of Echo Canyon shall be, and hereby are, ratified, approved, and confirmed in all respects.

RESOLVED, that the Chair of the Board is hereby authorized (a) to sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all instruments and documents, and (b) to take, or cause to be taken, any and all actions in the name of and on behalf of Echo Canyon consistent with, or as necessary or appropriate to effect the purposes of the foregoing resolutions and any action of the Board.

RESOLVED, that the Chair of the Board is hereby authorized to accept and finalize the Cash Deposit Agreement.

RESOLVED, that the Board shall hold regular quarterly meetings at 12:00 noon on the first Thursday of each month beginning on Thursday, August 7, 2025, and thereafter on the first Thursday of November, February, April, and July of each year, provided, that when any general holiday occurs on any first Thursday, the regular meeting shall be held on the following Thursday. All meetings of the Board shall be held in compliance with the provisions of Utah Code Title 52, Chapter 4, relating to open and public meetings.

RESOLVED, that the attached Rules of Order and Procedure for Board and Planning Commission Meetings be, and hereby is, adopted for Echo Canyon.

RESOLVED, that the attached Electronic Meetings Policy for the Board and Planning Commission be, and hereby is, adopted for Echo Canyon.

RESOLVED, that the attached Procurement Policy be, and hereby is, adopted for Echo Canyon.

RESOLVED, that the attached Records and Communications Policy be, and hereby is, adopted for Echo Canyon.

RESOLVED, that the Board is authorized to negotiate for and obtain appropriate policies of insurance for Echo Canyon.

ADOPTED AND APPROVED at a duly called meeting of the Board of the Preliminary Municipality of Echo Canyon on this 12th day of June 2025.

[execution on following page]

Preliminary Municipality Board of Echo Canyon, Utah

By: Signed by: Craig Weston
187690BFC07A450...
Craig Weston, Chair

ATTEST

Signed by: Jacob Clark
B46E488CF6A34EE...
Clerk/Recorder

VOTING:

Craig Weston	Chairman of the Board	voting	aye
Thomas Gottlieb	Board Member	voting	aye
Trent Arnold	Board Member	voting	aye
Jonathan Hoffman	Board Member	voting	aye
(n/a)	Grand County Board Member	voting	(not present)

ADMINISTRATIVE FUNDING AND REIMBURSEMENT AGREEMENT

ADMINISTRATIVE FUNDING AND REIMBURSEMENT AGREEMENT

This ADMINISTRATIVE FUNDING AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 12th day of June, 2025, by and between **ECHO CANYON, Utah** a political subdivision and body corporate and politic of the State of Utah ("**Echo Canyon**"), and both **Kane Creek Preservation and Development LLC**, a Delaware limited liability company, and G&H Miller Family Holdings LLC, a Utah limited liability company (together, the "**Developer**"). Echo Canyon and the Developer are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Echo Canyon was duly incorporated and certified as a political subdivision and body corporate and politic of the State of Utah pursuant to Utah Municipal Code, Title 10 (the "**Code**"), with the powers of a municipality except as limited by the Code; and

WHEREAS, Echo Canyon has incurred and will incur costs (the "**Costs**")in furtherance of the Echo Canyon's permitted purposes, including all powers granted to municipalities of Utah except as restricted in § 10-2a-509(4) of the Utah Code; and

WHEREAS, Echo Canyon does not presently have financial resources to provide funding for payment of Costs that are projected to be incurred prior to the anticipated availability of funds; and

WHEREAS, the Developer is willing to loan funds to Echo Canyon, from time to time, on the condition that Echo Canyon agrees to repay such loans, in accordance with the terms set forth in this Agreement; and

WHEREAS, Echo Canyon is willing to execute one or more reimbursement notes, bonds, or other instruments ("**Reimbursement Obligations**"), in an aggregate principal amount not to exceed the Maximum Loan Amount (as defined below), to be issued to or at the direction of the Developer upon its request, subject to the terms and conditions hereof, to further evidence the Echo Canyon's obligation to repay the funds loaned hereunder; and

WHEREAS, the Echo Canyon anticipates repaying moneys advanced by the Developer hereunder, including as evidenced by any requested Reimbursement Obligations, with the proceeds of future bonds, ad valorem taxes, or other legal and available revenues, as applicable, of Echo Canyon; and

WHEREAS, Echo Canyon and the Developer desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between them relating to the funding and repayment of the Costs; and

WHEREAS, the Preliminary Municipality Board (the "**Board**") has determined that the best interests of Echo Canyon and its property owners will be served by entering into this Agreement for the funding and reimbursement of the Costs; and

WHEREAS, the Board has authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

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

COVENANTS AND AGREEMENTS

1. LOAN AMOUNT AND TERM. The Developer agrees to loan to Echo Canyon one or more sums of money, not to exceed the aggregate of $250,000 (as the same may be subsequently increased by agreement of the Parties hereto and execution of a supplement or addendum to this Agreement) (the "**Maximum Loan Amount**"). These funds shall be loaned to Echo Canyon in one or a series of installments and shall be available to Echo Canyon through December 31, 2030 (as the same may be amended pursuant to an annual review evidenced by supplement or amendment hereto, the "**Loan Obligation Termination Date**"). Thereafter, the Developer may agree to renew its obligations hereunder by providing written notice thereof Echo Canyon, in which case the Loan Obligation Termination Date shall be amended to the date provided in such notice, which date shall not be earlier than December 31 of the succeeding year.

2. PRIORITY RELATIVE TO OTHER MUNICIPALITY OBLIGATIONS. The Developer agrees that any Reimbursement Obligations of Echo Canyon hereunder shall be issued on a basis that is junior and subordinate to all other then-outstanding obligations of Echo Canyon, including but not limited to any bond(s) previously issued by Echo Canyon.

3. USE OF FUNDS. Echo Canyon agrees that it shall apply all funds loaned by the Developer under this Agreement solely to Costs of Echo Canyon as set forth from time to time in the annual adopted budget for Echo Canyon, and pursuant to any contracts entered into with third parties to perform functions for Echo Canyon under such adopted budget. It is understood that Echo Canyon has budgeted or will budget as revenue from year to year the entire aggregate amount which may be borrowed hereunder to enable Echo Canyon to appropriate revenues to pay the Costs included within Echo Canyon's annual budget. The Developer shall be entitled to a quarterly accounting of the expenditures made by Echo Canyon, upon request, and otherwise may request specific information concerning such expenditures at reasonable times and upon reasonable notice to Echo Canyon.

4. MANNER FOR REQUESTING ADVANCES.

a. Echo Canyon shall from time to time determine the amount of revenue required to fund budgeted expenditures by Echo Canyon, but such determination shall be made not more often than monthly. Each determination shall be made based upon the expenditures contained in the adopted budget for Echo Canyon and upon the rate of expenditures estimated for the next succeeding month and such other factors as the Board may consider relevant to the projection of future financial needs. Not less than fifteen (15) days before the beginning of each month, Echo Canyon shall notify the Developer of the requested advance for the next month, and the Developer shall deposit such advance on or before the beginning of that month. The Parties may vary from this schedule upon mutual agreement.

b. Upon receipt of advances hereunder, Echo Canyon shall keep a record of such advances made. Failure to record such advances shall not affect inclusion of such amounts as reimbursable amounts hereunder; provided that such advances are substantiated by Echo Canyon's accountant. The Developer may provide any relevant documentation evidencing such unrecorded advance to assist in Echo Canyon's final determination.

5. OBLIGATIONS IRREVOCABLE.

a. The obligations of the Developer created by this Agreement are absolute, irrevocable, unconditional, and are not subject to setoff or counterclaim.

b. The Developer shall not take any action which would delay or impair Echo Canyon's ability to receive the funds contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

6. INTEREST PRIOR TO ISSUANCE OF REIMBURSEMENT OBLIGATIONS. With respect to each loan advance made under this Agreement prior to the issuance of any Reimbursement Obligation reflecting such advance, the interest rate shall be six percent (6%) per annum, from the date any such advance is made, simple interest, to the earlier of the date the Reimbursement Obligation is issued to evidence such advance, or the date of repayment of such amount. Upon issuance of any such Reimbursement Obligation, unless otherwise consented to by the Developer, any interest then accrued on any previously advanced amount shall be added to the amount of the loan advance and reflected as principal of the Reimbursement Obligation, and shall thereafter accrue interest as provided in such Reimbursement Obligation.

7. TERMS OF REPAYMENT; SOURCE OF REVENUES.

a. Any funds advanced hereunder shall be repaid in accordance with the terms of this Agreement. Echo Canyon intends to repay any advances made under this Agreement from ad valorem taxes and other legally available revenues of Echo Canyon, net of any debt service costs of Echo Canyon, and provided that such payment is allowed under any bond indenture applicable to Echo Canyon. Any mill levy certified by Echo Canyon for the purpose of repaying advances made hereunder shall be subject to any applicable laws.

b. The provision for repayment of advances made hereunder, as set forth in Section 7(a) hereof, shall be at all times subject to annual appropriation by Echo Canyon.

c. At such time as Echo Canyon issues Reimbursement Obligations to evidence an obligation to repay advances made under this Agreement, the repayment terms of such Reimbursement Obligations shall control and supersede any otherwise applicable provision of this Agreement, except for the Maximum Reimbursement Obligation Repayment Term (as defined below).

8. ISSUANCE OF REIMBURSEMENT OBLIGATIONS.

a. Subject to the conditions of this Section 8 and Section 9 hereof, upon request of the Developer, Echo Canyon hereby agrees to issue to or at the direction of the Developer one or more Reimbursement Obligations to evidence any repayment obligation of Echo Canyon then existing with respect to advances made under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, *ad valorem* property tax revenues of Echo Canyon, and shall be secured by Echo Canyon's pledge to apply such revenues as required hereunder, unless otherwise consented to by the Developer. Such Reimbursement Obligations shall mature on a date or dates, subject to the limitation set forth in the Maximum Reimbursement Obligation Repayment Term defined herein, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations. Echo Canyon shall be permitted to prepay any Reimbursement Obligation, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued to the date of prepayment on the principal amount prepaid. Echo Canyon and the Developer shall negotiate in good faith the final terms and conditions of the Reimbursement Obligations.

b. The term for repayment of any Reimbursement Obligation issued under this Agreement shall not extend beyond six (6) years from the date of this Agreement ("**Maximum Reimbursement Obligation Repayment Term**").

c. The terms of this Agreement may be used to construe the intent of Echo Canyon and the Developer in connection with issuance of any Reimbursement Obligations, and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligation, the terms of such Reimbursement Obligation shall prevail.

d. If, for any reason, any Reimbursement Obligation is determined to be invalid or unenforceable, Echo Canyon shall issue a new Reimbursement Obligation to the Developer that is legally enforceable, subject to the provisions of this Section 8.

e. In the event that it is determined that payments of all or any portion of interest on any Reimbursement Obligation may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to Echo Canyon, Echo Canyon agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

9. NO DEBT. It is hereby agreed and acknowledged that this Agreement evidences Echo Canyon's intent to repay the Developer for advances made hereunder in accordance with the terms hereof. However, this Agreement shall not constitute a debt or indebtedness by Echo Canyon within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple-fiscal-year financial obligation. Further, the provision for repayment of advances made hereunder, as set forth in Section 7 hereof, and the agreement to issue a Reimbursement Obligation as set forth in Section 8 hereof, shall be at all times subject to annual appropriation by Echo Canyon, in its absolute discretion.

10. TERMINATION.

a. The Developer's obligations to advance funds to Echo Canyon in accordance with this Agreement shall terminate on December 31, 2031, (subject to the extension terms above), except to the extent advance requests have been made to the Developer that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date.

b. Echo Canyon's obligations hereunder shall terminate at the earlier of the repayment in full of the Maximum Loan Amount (or such lesser amount advanced hereunder if it is determined by Echo Canyon that no further advances shall be required hereunder) or thirty (30) years from the execution date hereof. After thirty (30) years from the execution of this Agreement, the Parties hereby agree and acknowledge that any obligation created by this Agreement which remains due and outstanding under this Agreement, including accrued interest, is forgiven in its entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to Echo Canyon by the Developer, and there shall be no further obligation of Echo Canyon to pay or reimburse the Developer with respect to such amounts.

11. TIME IS OF THE ESSENCE. Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

12. NOTICES AND PLACE FOR PAYMENTS. All notices, demands and communications (collectively, "**Notices**") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Section 12, or (c) sent by confirmed facsimile transmission, PDF or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

Echo Canyon: ECHO CANYON, UT
c/o Jay L. Springer, Esq.

Smith Hartvigsen, PLLC
257 E. 200 S., Ste. 500
Salt Lake City, UT 84111
jspringer@shutah.law

Developer: Kane Creek Preservation and Development LLC
10446 N. Iverson Ln.
Highland, UT 84003
cnweston@icloud.com

G&H Miller Family Holdings LLC
405 S. Main St. Suite 800
Salt Lake City, UT 84111
801-530-7359

13. AMENDMENTS. This Agreement may only be amended or modified by a writing executed by both Echo Canyon and the Developer.

14. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. APPLICABLE LAWS. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

16. ASSIGNMENT. This Agreement may not be assigned by Echo Canyon or the Developer and any attempt to assign this Agreement in violation hereof shall be null and void.

17. AUTHORITY. By execution hereof, Echo Canyon and the Developer represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

18. ENTIRE AGREEMENT. This Agreement constitutes and represents the entire, integrated agreement between Echo Canyon and the Developer with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date of full execution hereof.

19. LEGAL EXISTENCE. Echo Canyon will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of Echo Canyon hereunder without materially adversely affecting the Developer's privileges and rights under this Agreement.

20. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of Echo Canyon pursuant to the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated 1953, as amended.

21. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

22. LEGAL COUNSEL. Echo Canyon's general counsel, Smith Hartvigsen, PLLC ("SH"), has drafted this Agreement in connection with Echo Canyon's anticipated need of operating funding. Developer and Echo Canyon acknowledge that they are aware that SH has represented and is representing both Echo Canyon and Developer in matters related to the Project, but that this Agreement has been prepared by SH on behalf of the Echo Canyon. Each of Echo Canyon and Developer, having been advised thereof, by signing this Agreement give their informed and express written consent to SH's preparation of this Agreement on Echo Canyon's behalf, and waive any conflict which may arise or exist as the result of the same. By executing this Agreement, Developer acknowledges that it has been advised to obtain its own independent legal counsel to advise it with respect to this Agreement and its legal effect, and also acknowledges that it has had ample opportunity to seek independent legal counsel and waives the right to do so if executing this Agreement prior to obtaining such counsel.

23. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Echo Canyon:

ECHO CANYON, UT, a political subdivision and body corporate and politic of the State of Utah

____
Chair

ATTEST:

____
Municipality Clerk

DEVELOPER:

Kane Creek Preservation and Development LLC, a Delaware Limited Liability Company

____
By:
Its:

Signature page to Administrative Funding and Reimbursement Agreement
Echo Canyon Preliminary Municipality

PLANNING COMMISSION ORDINANCE

Preliminary Municipality Board of Echo Canyon, Utah

Ordinance No. 2025-O-01 DATE: June 12, 2025

AN ORDINANCE OF THE PRELIMINARY MUNICIPALITY BOARD OF ECHO CANYON, UTAH, ESTABLISHING A PLANNING COMMISSION AND APPOINTING THE INITIAL MEMBERS

RECITALS

WHEREAS, the Echo Canyon, Utah ("**Echo Canyon**") is a preliminary municipality and political subdivision of the state of Utah; and

WHEREAS, Echo Canyon was incorporated as a preliminary municipality pursuant to Utah Code Title 10, Chapter 2a, Part 5 on June 9, 2025; and

WHEREAS, on June 12, 2025, after providing notice of the public hearing pursuant to Utah Code Title 52, Chapter 4, the Preliminary Municipality Board of Echo Canyon ("**Board**") met, in part, to establish a planning commission; and

WHEREAS, the Board finds it is necessary to constitute a Planning Commission as the Land Use Authority for Echo Canyon in accordance with Utah Code Title 10, Chapter 9a, and to appoint the initial members of the Planning Commission; and

WHEREAS, the Board finds it is necessary to adopt rules of order and procedure for Echo Canyon Board and Planning Commission Meetings; and

WHEREAS, the Board finds it is necessary to adopt an electronic meetings policy for the Board and Planning Commission; and

WHEREAS, the Board finds it is necessary to enact a land use regulation for Echo Canyon pursuant to Utah Code Section 10-9a-501; and

NOW, THEREFORE, BE IT ORDAINED by the Board, effective immediately upon posting as required by law:

1- That the attached Echo Canyon Planning Commission Ordinance attached hereto be and hereby are adopted.

2- That the attached rules of order and procedure for Board and Planning Commission Meetings be and hereby are adopted.

3- That the attached electronic meetings policy for the Board and Planning Commission be and hereby are adopted.

4- That a Planning Commission is hereby constituted as the Land Use Authority for Echo Canyon to act upon land use applications in accordance with Utah Code Title 10, Chapter 9a, and that the following persons are hereby appointed and/or ratified as members of Planning Commission:

- Cody Larkin, as Chair, for an initial term of 3 years
- Chris Houghton, as a planning commission member, for an initial term of 2 years
- Thaxter Sharp, as a planning commission member, for an initial term of 1 year

5- That, pursuant to Utah Code Section 10-9a-203, the Planning Commission is directed to provide 10 calendar days' notice of Echo Canyon's intent to prepare a proposed general plan; to create a General Plan for Echo Canyon in compliance with Utah Code Section Title 10, Chapter 9a, Part 4; and to give notice of, and conduct, a public hearing to consider adoption of the general plan in accordance with Utah Code Section 10-9a-204.

6- That the Planning Commission is hereby directed to create and make recommendations to the Board regarding land use regulations for Echo Canyon, including without limitation:

i. Building Code

ii. Fire Protection Code

iii. Excavation and Grading Code

iv. Subdivision Ordinance

v. Land Use Code

7- That the Planning Commission shall schedule and hold a public hearing on the proposed land use regulations in accordance with Utah Code Section 10-9a-204 or amendment and shall then forward the proposed land use regulations to the Board for consideration.

8- That staff, including professional staff such as municipal counsel, is authorized to carry out the appropriate and necessary administrative functions in accordance with this Ordinance.

ADOPTED AND APPROVED, AND ORDAINED at a duly called meeting of the Board of the Preliminary Municipality of Echo Canyon on this 12th day of June 2025.

[execution on following page]

Preliminary Municipality of Echo Canyon

By: Signed by: Craig Weston
187690BFC07A450...
Craig Weston, Chair

ATTEST

Signed by: Jacob Clark
B46E488CF6A34EE...
Clerk/Recorder

VOTING:

Craig Weston	Chairman of the Board	voting	aye
Thomas Gottlieb	Board Member	voting	aye
Trent Arnold	Board Member	voting	aye
Jonathan Hoffman	Board Member	voting	aye
(n/a)	Grand County Board Member	voting	absent

EXHIBIT A

ECHO CANYON PLANNING COMMISSION ORDINANCE

ADOPTED JUNE 12, 2025, BY THE PRELIMINARY MUNICIPALITY BOARD OF ECHO CANYON

TITLE 1 - PLANNING COMMISSION
CHAPTER 1
Sec. 1.01.010. - Establishment of the Planning Commission.
There is hereby created a planning commission pursuant to Section 10-9a-301, Utah Code Annotated 1953, as amended. The Planning Commission shall perform such duties as are assigned to it by law and/or ordinance relating to planning and zoning and land use administration. The Planning Commission is to be composed of three members who are appointed by the Chair with the advice and consent of the Echo Canyon Board.

Sec. 1.01.020. - Appointment-term.
The terms of the Planning Commission shall be staggered. Each member of the Planning Commission shall serve for a term of three years and until their successor is qualified and appointed, provided that the term of the members shall be such that the term of one member shall expire one year, the second member the next, and the third the following year. Terms of members of the Planning Commission shall begin on the first day of January each year, or immediately upon appointment if a vacancy exists. In the event of any vacancy on the Planning Commission, the Echo Canyon Board Chair with the advice and consent of the Echo Canyon Board may appoint an individual to fill the vacancy for the remainder of the unexpired term. No member of the Echo Canyon Board may serve concurrently on the Planning Commission.

Sec. 1.01.030. - Powers and duties.
The Planning Commission shall:
1. Prepare and recommend a general plan and amendments to the general plan to the Echo Canyon Board.
2. Prepare and recommend land use ordinances and maps, and amendments to the land use ordinances and maps, to the Echo Canyon Board.
3. Administer provisions of the land use ordinance, where specifically provided for in the land use ordinance.
4. Prepare and recommend subdivision ordinances and amendments to those subdivision ordinances to the city council that regulates the subdivision of land in Echo Canyon.
5. Recommend approval or denial of subdivision applications.
6. Recommend approval or denial of conditional use permits to the Echo Canyon Board as provided in the Echo Canyon land use ordinance.
7. Recommend an appeal authority for Echo Canyon to the Echo Canyon Board.
8. Advise the Echo Canyon Board on matters as the Echo Canyon Board directs and hear or decide any matters that the Echo Canyon Board designates, including those powers authorized by state law.
9. Conduct such public hearings as are required by law or as may be deemed necessary by the Planning Commission.

10. Exercise any other powers that are necessary to enable the Planning Commission to perform its functions or delegated to it by the Echo Canyon Board.

Sec. 01.01.040. - Organization.

The Planning Commission may adopt such rules that it deems necessary for the conduct of its proceedings. Meetings of the Commission shall be held at the call of the chairperson and at such times as the Planning Commission may determine. The Planning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Echo Canyon recorder/clerk, which shall be the office of the Planning Commission, and shall be a public record.

1. Meetings. The Planning Commission shall meet as necessary and at such times as the Planning Commission may determine. Meetings shall be held at the Echo Canyon offices or at such other reasonable location(s) within Echo Canyon as the Planning Commission may deem necessary. Meetings shall be held in accordance with the provisions of Title 52, Chapter 4, Utah Code Annotated 1953, as amended, entitled "Open and Public Meetings Act," or any successor statute enacted in its place.
2. Quorum. Two members of the Planning Commission shall constitute a quorum. A majority of the voting members present at a meeting at which a quorum is present shall be required for any action. No fewer than two yes votes are required for passage of any action.

Sec. 01.01.050. - Compensation

The Planning Commission members shall be compensated One Hundred Dollars ($100.00) for each meeting attended and for reasonable expenses incurred in performance of duties as members of the Planning Commission, which shall be established by resolution of the Echo Canyon Board. Appointments shall be nonpolitical and appointees shall be selected from different vocational interests insofar as possible.

Sec. 01.01.060. – Removal

The Echo Canyon Board Chair, with the advice and consent of the Echo Canyon Board, may remove or suspend any Planning Commission member for violation of Title 10, Chapter 3, Utah Code Annotated 1953, as amended, entitled the "Municipal Officers' and Employees' Ethics Act", or any successor statute, felony or misdemeanor offenses, or any other misconduct that undermines the integrity and legitimacy of the Planning Commission. Vacancies resulting from removal shall be filled in the accordance with Sec. 1.01.020. - Appointment-term.

RULES OF ORDER AND PROCEDURE

ECHO CANYON RULES OF ORDER AND PROCEDURE
Approved and Adopted By Resolution No. 2025-R-01, June 12, 2025

Pursuant to Utah Code § 10-3-606, the Echo Canyon Municipal Board ("**Board**") hereby adopts the following Rules of Order and Procedure to govern all public meetings and hearings of the Board and Planning Commission. For the purposes of these Rules of Order and Procedure, all provisions governing the Board shall also govern the Planning Commission, except to the extent that any provision herein conflicts with the Planning Commission ordinances, in which case the Planning Commission ordinances shall govern.

RULE NO. 1 – COMPLIANCE WITH UTAH CODE

PURPOSE. The purpose of this rule is to ensure that Echo Canyon complies with those aspects of Utah law that govern its meetings.

PROCEDURE. Echo Canyon shall comply with all applicable procedures contained in Utah Code including but not limited to the Utah Open and Public Meetings Act (the "Act"), Title 52, Chapter 4, and the following provisions, which are based on Sections from Title 10, Chapter 3:

A. Regular and special meetings (See Utah Code Ann. § 10-3-502).

1. The Board shall:

    a. By ordinance prescribe the time and place for holding its regular meeting, subject to Subsection (1)(b); and

    b. Hold a regular meeting at least once each month.

2.
    a. The Chair or two Board members may order the convening of a special meeting of the Board.

    b. Each order convening a special meeting of the Board shall:
        i. Be entered in the minutes of the Board; and
        ii. Provide at least three hours prior notice of the special meeting.

    c. The municipal recorder or clerk shall serve notice of the special meeting on each Board member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode.

    d. The personal appearance by a Board member at a special meeting of the Board constitutes a waiver of the notice required under Subsection (2)(c).

B. Quorum defined (See Utah Code Ann. § 10-3-504).

The number of Board members necessary to constitute a quorum is three.

C. Compelling attendance at meetings of legislative body (See Utah Code Ann. § 10-3-505).

The Board may compel the attendance of its own members at its meetings and provide penalties it considers necessary for the failure to comply with an exercise of the authority to compel attendance.

D. How the vote is taken (See Utah Code Ann. § 10-3-506).

A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against Echo Canyon City and in any other case at the request of any member of the Board by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.

E. Minimum vote required (See Utah Code Ann. § 10-3-507).

1. The minimum number of yes votes required to pass any ordinance or resolution, or to take any action by the Board, unless otherwise prescribed by law, is a majority of the voting members of the Board, regardless of any vacancy on the Board.

2.
    a. Any ordinance, resolution, or motion of the Board having fewer yes votes than required in this Section is defeated and invalid.

    b. Notwithstanding Subsection (2)(a), a Board meeting may be adjourned to a specific time by a majority vote of the Board even though the majority vote is less than that required in this Section.

    c. A majority of the Board members, regardless of number, may fill any vacancy in the Board as provided under Utah Code Ann. § 20A-1-510.

F. Reconsideration (See Utah Code Ann. § 10-3-508).

Any action taken by the Board may not be reconsidered or rescinded at any special meeting unless the number of members of the Board present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

G. Business of Board conducted only in open meeting (See Utah Code Ann. § 10-3-601).

All meetings of the Board shall be held in compliance with the provisions of Title 52, Chapter 4, Open and Public Meetings Act.

H. Rules of conduct for members of the Board (See Utah Code Ann. § 10-3-607).

The Board may fine or expel any member for disorderly conduct upon a two-thirds vote of the members of the Board. Any motion to expel or fine a member of the Board must cite the applicable law, regulation, or violation justifying expulsion or fine.

I. Rules of conduct for the public (See Utah Code Ann. § 10-3-608).

The Board may expel any person who is disorderly during a Board meeting by a two-thirds vote.

RULE NO. 2 – MEETING AGENDA

PURPOSE: All meetings of the Board shall comply with the Act, which requires the development of an agenda and related public notice before each meeting and prohibits final action on items that are not included in an agenda. The purpose of this rule is to govern the development of the agenda for the Board's meetings in accordance with the Act.

PROCEDURE. The agenda for each Board meeting shall be the guide to the meeting. Items may only be placed on the agenda by either the Chair or any two Board members. While matters not on the agenda may at times come up for discussion, no final action can be taken on any matter not on the agenda. Every agenda of the Board, excluding closed meetings, shall include an item entitled "public comment."

RULE NO. 3 – DISCUSSION OF AGENDA ITEMS

PURPOSE: The purpose of this rule is to provide for the orderly discussion of matters included on meeting agenda in accordance with the Act.

PROCEDURE: The Chair shall open and introduce an item on the agenda in order, unless the Chair believes there is good reason to go out of order. If the item is one that requires discussion the Board members may consider the item in a polite, civil, open exchange of ideas for as long as they feel necessary. The Chair may or may not, at his or her discretion, allow members of the public or staff to participate in the discussion. When the Chair believes the discussion has adequately addressed the item, and the item is one that requires a decision of the Board, the Chair may ask for a vote on the item. Any Board member who believes the discussion has adequatelyaddressed the item, may at any time ask the Chair to either move on to the next item or call for a vote on the item. If a majority of the Board members agree, the Chair shall invite a motion and call for a vote or move on to the next item as appropriate.

The Board may raise and discuss items not included in the agenda. Similarly, if the public raises an issue that is not included in the agenda, the Chair may, in his or her discretion, allow for the discussion of the issue. Regardless of such discussion, however, the Board shall not take action on any item that is not included in the agenda and the public notice of the meeting.

RULE NO. 4 – DECORUM

PURPOSE. The purpose of this rule is to ensure that the Chair, the Board, and the public maintain common courtesy and decorum.

PROCEDURE. The Chair and Board members shall treat each other and all meeting attendees with respect and act at all times during the meeting in a civil and courteous manner to each other and the public.

Only one person at a time will have the floor and every speaker, including both members of the Board and the public, must be recognized by the Chair before proceeding to speak.

Personal attacks made publicly toward any person are not allowed. Speakers are encouraged to bring their complaints regarding the performance of a Echo Canyon City official, employee, or contractor to the Chair outside of a public meeting.

Any member of the public interrupting Board proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the Board, shall be deemed to have disrupted a public meeting and, at the direction of the Chair, shall be removed from Board chambers by Police Department personnel or other agentdesignated by Board or City Manager (if applicable).

RULE NO. 5 – MOTIONS

PURPOSE. The purpose of this Rule is to describe the process by which the Board will decide matters by motion.

PROCEDURE. Any matter that requires a Board decision shall be brought before the Board by motion. The Chair shall initiate the motion by either: (1) inviting members of the Board tomake a motion; (2) suggesting a motion to the Board; (3) making the motion; or (4) reading a motion suggested by Echo Canyon City staff. The Chair has the same right as other Board members to make a motion but should only do so when he or she desires to make a motion and is convinced that no other member of the Board desires to make the motion.

ELECTRONIC MEETINGS POLICY

ELECTRONIC MEETINGS POLICY
Approved and Adopted per Resolution No. 2025-R-01, June 12, 2025

Part 1: Preliminary Municipality board
ECHO CANYON BOARD ELECTRONIC MEETING POLICIES AND PROCEDURES

I. **Policy.** This policy and procedure shall be known as the Echo Canyon, Utah ("**Echo Canyon**"), Board Electronic Meeting Policy (the "**Policy**").

II. **Electronic Meetings.**

A. **General:** The Board may conduct an electronic meeting that some or all of the Board members may attend through an electronic video, audio, or both video and audio connection, including telephonic, telecommunication, or computer conference methods in compliance with Utah Code § 52-4-207. Unless otherwise specified, all Board meetings shall allow any Board to participate electronically with or without advance notice.

B. **Participation:** The primary purpose for holding electronic meetings is to enable some or all members of the Board to participate in the meeting electronically. A member of the public may attend remotely by electronic means to monitor an open meeting of the Board provided that the member of the public so requests in writing at least three days prior to the open meeting, and further provided that the Board is not required to acquire any equipment, facilities, or expertise which the Board does not already possess in order to accommodate the request. Notwithstanding anything to the contrary in this Policy, with the exception of a public hearing, the Board is not required to provide the public an opportunity to participate in, as opposed to attend and monitor, an electronic meeting. The Board member who chairs the electronic meeting shall be physically present at the anchor location.

C. **Anchor Location:** The Board shall provide space and facilities at an anchor location for all electronic meetings except as provided in Subsection E. herein. The anchor location is the physical location from which the electronic meeting originates or from which the participants are connected. At least one anchor location for an electronic meeting shall be the principal office building, such as a temporary city hall or principal location, where the Board would normally meet if not holding an electronic meeting. A quorum of the Board is not required to be present at a single anchor location for an electronic meeting to be convened and conducted. At least one Board member or at least one member of municipal staff shall be present at the anchor location pursuant to this Policy and Utah Code Ann. § 52-4-207. If the meeting is a public hearing, the Board shall provide space and facilities at an anchor location so that the public may attend, monitor, and participate in the hearing.

D. **Notice**: The Board shall provide public notice of the electronic meeting to the Board members with at least 24 hours advance public notice, including the agenda, date, time, location, and a description of how each member the Board can be connected to the electronic meeting. The Board shall post a written notice for each electronic meeting at the principal office of Echo Canyon or at the building where the meeting is to be held if no principal office exists. The Board shall post the notice on the Utah Public Notice Website created under Utah Code § 63F-1-701. These notice requirements are minimum requirements and are not to be construed as precluding such additional postings and notifications as may be directed by the Board to members of the public.

E. **Budget or Logistical Considerations - Exceptions:** The Chair, or the Vice-Chair in the Chair's absence, may determine, based upon budget, public policy, logistical considerations, or health or safety concerns, prior to or during the electronic meeting, that it is not in the best interest of the Board to hold an electronic meeting and provide public notice of said determination, the determinative facts, and alternative means for the public to participate. The Chair, or the Vice-Chair in the Chair's absence, may also restrict the number of separate electronic connections that are allowed for an electronic meeting based on available equipment capacity. The request from a member of the public to participate in a meeting electronically may be denied by the Chair, or Vice-Chair in the Chair's absence, in consultation with the Board Chair, based on budget, public policy, logistical considerations, or health or safety concerns as determined sufficient by the Chair or Vice-Chair.

F. **Conduct of Meeting; Quorum:** No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the members of the Board, is present. A Board member who is not physically present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah Code Ann. § 52-4-207. Any Board member participating via electronic means may make, second, and vote on any motion or recommendation to the Board and participate in the discussion as though present. If the Board Chair or the Vice Chair is not physically present at the anchor location and there is still a quorum and at least one Board member is present at the anchor location, such Board member who is physically present at the anchor location shall preside over the meeting. In any event, any electronic meeting and notice of any electronic meeting shall comply with the Utah Code, Title 52, Chapter 4, Open and Public Meetings Act.

<u>Part 2: Planning Commission</u>
ECHO CANYON PLANNING COMMISSION ELECTRONIC MEETING POLICIES AND PROCEDURES

I. <u>Policy.</u> This policy and procedure shall be known as the Echo Canyon, ("**Echo Canyon**") a preliminary municipality, Planning Commission Electronic Meeting Policy (the "**Planning Commission Policy**").

II. <u>Electronic Meetings.</u>

A. <u>General:</u> A Planning Commission may conduct an electronic meeting that some or all of the Planning Commission members may attend through an electronic video, audio, or both video and audio connection, including telephonic, telecommunication, or computer conference methods in compliance with Utah Code § 52-4-207. Unless otherwise specified, all Planning Commission meetings shall allow any Planning Commission to participate electronically with or without advance notice.

B. <u>Participation:</u> The primary purpose for holding electronic meetings is to enable some or all members of the Planning Commission to participate in the meeting electronically. A member of the public may attend remotely by electronic means to monitor an open meeting of the Planning Commission provided that the member of the public so requests in writing at least three days prior to the open meeting, and further provided that the Planning Commission is not required to acquire any equipment, facilities, or expertise which the Planning Commission does not already possess in order to accommodate the request. Notwithstanding anything to the contrary in this Policy, with the exception of a public hearing, the Planning Commission is not required to provide the public an opportunity to participate in, as opposed to attend and monitor, an electronic meeting. The Planning Commission member who chairs the electronic meeting shall be physically present at the anchor location.

C. <u>Anchor Location:</u> The Planning Commission shall provide space and facilities at an anchor location for all electronic meetings except as provided in Subsection E. herein. The anchor location is the physical location from which the electronic meeting originates or from which the participants are connected. At least one anchor location for an electronic meeting shall be the principal office building, such as a temporary city hall or principal location, where the Planning Commission would normally meet if not holding an electronic meeting. A quorum of the Planning Commission is not required to be present at a single anchor location for an electronic meeting to be convened and conducted. At least one Planning Commission member or at least one member of municipal staff shall be present at the anchor location pursuant to this Policy and Utah Code Ann. § 52-4-207. If the meeting is a public hearing, the Planning Commission shall provide space and facilities at an anchor location so that the public may attend, monitor, and participate in the hearing.

D. <u>Notice</u>: The Planning Commission shall provide public notice of the electronic meeting to the Planning Commission members with at least 24 hours advance public notice, including the agenda, date, time, location, and a description of how each member the Planning Commission can be connected to the electronic meeting. The Planning Commission shall post a written notice for each electronic meeting at the principal office of Echo Canyon or at the building where the meeting is to be held if no principal office exists. The Planning Commission shall post the notice on the Utah Public Notice Website created under Utah Code § 63F-1-701. These notice requirements are minimum requirements and are not to be construed as precluding such additional postings and notifications as may be directed by the Planning Commission to members of the public.

E. **Budget or Logistical Considerations - Exceptions:** The Chair, or the Vice-Chair in the Chair's absence, may determine, based upon budget, public policy, logistical considerations, or health or safety concerns, prior to or during the electronic meeting, that it is not in the best interest of the Planning Commission to hold an electronic meeting and provide public notice of said determination, the determinative facts, and alternative means for the public to participate. The Chair, or the Vice-Chair in the Chair's absence, may also restrict the number of separate electronic connections that are allowed for an electronic meeting based on available equipment capacity. The request from a member of the public to participate in a meeting electronically may be denied by the Chair, or Vice-Chair in the Chair's absence, in consultation with the Planning Commission Chair, based on budget, public policy, logistical considerations, or health or safety concerns as determined sufficient by the Chair or Vice-Chair.

F. **Conduct of Meeting; Quorum:** No action may be taken and no business may be conducted at a meeting of the Planning Commission unless a quorum, consisting of a simple majority of the members of the Planning Commission, is present. A Planning Commission member who is not physically present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah Code Ann. § 52-4-207. Any Planning Commission member participating via electronic means may make, second, and vote on any motion or recommendation to the Planning Commission and participate in the discussion as though present. If the Planning Commission Chair or the Vice Chair is not physically present at the anchor location and there is still a quorum and at least one Planning Commission Member is present at the anchor location, such Planning Commission member who is physically present at the anchor location shall preside over the meeting. In any event, any electronic meeting and notice of any electronic meeting shall comply with the Utah Code, Title 52, Chapter 4, Open and Public Meetings Act.

PROCUREMENT POLICY

ECHO CANYON
PROCUREMENT POLICY
Approved and Adopted by Resolution No. 2025-R-01, June 12, 2025

SECTIONS:

1-1. STATUTORY AUTHORITY.

All purchases and encumbrances by the Municipality shall be made or incurred according to the purchasing procedures established by the Municipality by ordinance or resolution and only upon an order or approval of the person duly authorized to act as a purchasing agent for the Municipality, as provided in Utah Code § 10-6-122, and other applicable provisions of the State code. There is hereby adopted and established a procurement system and purchasing procedure for the Municipality, which shall be based on the provisions of this Chapter.

1-2. DEFINITIONS.

Unless the context requires otherwise, the terms used in this Chapter, or the rules and regulations adopted pursuant to this Chapter, shall have the following meanings:

ADEQUATE APPROPRIATION BALANCE means sufficient fund balance which must exist in the line item appropriation of the account against which the purchase is to be charged.

MUNICIPALITY means the preliminary Municipality, “Echo Canyon” or “Municipality.”

DEPARTMENT HEAD means the individual who administers the Municipality department or the designee, as specified in writing. The department head also includes the Chair of the Municipality Board.

LOCAL BIDDER means a firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to, the Municipality.

PROFESSIONAL SERVICES means professional services, including auditing, banking, insurance, engineering, architectural services, legal representation, and other forms of consulting.

PUBLIC PROPERTY means any item of real or personal property owned by the Municipality.

PURCHASE REQUISITIONS means the standard forms used by the Municipality department providing detailed information as to quantity, description, price, supplier, and signature authorization for purchases. These are also known as "Purchase Orders."

REQUEST FOR PROPOSAL means the same as “Invitation to Bid” as used in this Chapter.

RESPONSIBLE BIDDER means a bidder who submits a responsive bid; who has furnished information and data to demonstrate that the bidder has the adequate financial resources, production or service facilities, and service reputation and experience for the contractual services or work as provided in the bid; and who has not violated or attempted to violate any provisions of this Chapter.

RESPONSIVE BID means an offer submitted by a responsible bidder to furnish supplies, material, equipment, or services in conformity with the specifications, delivery terms and conditions, and other requirements included in the Invitation to Bid.

SERVICES means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or professional services.

SUPPLIES, MATERIALS, AND EQUIPMENT means the specific end product identified in a purchase requisition, purchase order, plan, or specification prepared by the Municipality, or in the case of acquisition, value of less than one thousand dollars ($1,000.00).

SURPLUS PROPERTY means any item of personal property or parcel of real property owned by the Municipality that has been declared surplus by the Municipality board.

1-3. ADMINISTRATION.

The Chair of the Municipality board or Chair's designee, acting as the Purchasing Agent, shall administer the purchasing system provided by this Chapter. The Chair of the Municipality Board shall perform the duties and have power concerning procurement as follows:

A. Administer and maintain the procurement system as provided herein, and in accordance with any rules and regulations established by the Municipality.

B. Recommend to the Municipality from time to time such new or revised procurement rules and regulations as are desirable and in conformance with other statutory requirements.

C. To interpret the provisions of this Chapter and applicable statutes.

D. Negotiate and recommend execution of contracts for the purchase of improvements, supplies, materials, equipment, services, and Professional Services.

E. Seek to obtain as full and open competition as reasonably possible on all purchases of the Municipality.

F. Stay informed of current developments in the field of procurement, including market conditions and new products.

G. Prescribe and maintain the forms that are reasonably necessary to the operation of this Chapter and other rules and regulations of the Municipality.

H. Supervise the inspection of and accounting for all supplies and equipment among departments as needed.

I. Supervise and maintain a bidders' list, vendors' catalog file, and any other records as are needed for the efficient operation of the procurement system.

1-4. ACQUISITION OF SUPPLIES, MATERIALS AND EQUIPMENT.

A. A purchase or contract for the acquisition of supplies, materials, or equipment, which costs the Municipality less than twenty five thousand dollars ($25,000.00), must be approved by the Chair of the Municipality Board or Chair's designee.

B. A purchase or contract for the acquisition of supplies, materials, or equipment, which costs the Municipality twenty five thousand dollars ($25,000.00) or more, must be approved by the Municipality Board.

C. Open market procedures as provided in subsections 1-11-5A and B of this Chapter may be used for purchases or contracts for purchase of supplies, materials, or equipment when the estimated cost or value is less than fifty thousand dollars ($50,000.00). Notwithstanding the foregoing, the Chair of the Municipality Board may require any purchase for supplies, materials, or equipment to be bid formally if the Board Chair determines that a formal bid would be in the best interest of the Municipality.

D. Formal bidding, as set forth in subsection 1-11-5A of this Chapter, shall be used for purchases or contracts for the purchase of supplies, materials, or equipment with an estimated cost or value of fifty thousand dollars ($50,000.00) or more, except as provided in subsection E of this section.

E. For class B and C roadway "construction" and "maintenance," as defined in Utah Code § 72-6-109, a formal bid limit is required for construction projects for the year 2024 of three hundred and fifty thousand dollars ($350,000.00), and for maintenance projects of three hundred fifty thousand dollars ($350,000.00). For each year after 2024, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit for the previous year by the actual percent change in the National Highway Construction Code Index during the previous calendar year.

F. The Municipality may not provide construction services to another county or municipality until the requirements of Utah Code § 72-6-108 have been satisfied by the receiving county or municipality.

G. For any construction self-performed by the Municipality that exceeds the bid limit, the Municipality shall seek private bids in accordance with Utah Code § 72-6-108, and prior to self-performing any construction, and at least annually, the Municipality shall ensure that the aggregate, asphalt, and concrete materials owned by the Municipality for construction use are tested by an independent, qualified firm to ensure the materials meet the same standards required by the department for private contractors for the same work. The Municipality Board shall ensure that the results of the materials tests are public record.

1-5: COMPETITIVE SOLICITATION REQUIREMENTS:

Except as hereinafter provided, purchases of supplies, equipment, or contractual services of an estimated cost or value of fifty thousand dollars ($50,000.00) or more shall follow one of the following procedures:

A. Invitation to Bid or Request for Proposal.

1. Public notice of competitive solicitation shall:

   a. include a general description of the improvements, supplies, materials, and equipment or services to be acquired;

   b. state where plans and specifications and other information may be secured;

   c. state the time and place for opening bids, and

   d. be posted in accordance with Utah Code § 63G-6a-112 at least seven (7) days before the day of the deadline for submission of a solicitation response.

2. The Invitation to Bid or Request for Proposal shall include all submission requirements and deadlines which a supplier must be able to produce or deliver to be considered responsive and responsible for award of a contract, including:

   a. product specifications or scope of work;

   b. minimum qualifications and performance requirements;

   c. method of award and evaluation criteria; and

   d. submission deadline.

3. Bid Opening Procedure: Sealed bids shall be submitted as designated in the notice with the statement "bid for (item)" on the envelope. Bids shall be opened in public at the time and place stated in the notice inviting bids. A written description of all bids received shall be available for public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.

4. Rejection Of Bids: The Municipality Board reserves the right to reject any and all bids for any reason. Any notice calling for bids shall provide notice of the Municipality Board's discretion to reject. If all bids are rejected and the Municipality Board decides to make the improvement or acquire the supplies, materials, equipment, or services, the Municipality Board shall advertise anew in the same manner provided herein. If, after the advertising as herein provided, a bid has not been received that is satisfactory, the Municipality Board may proceed to negotiate or make the improvement or acquisition, or enter such other agreements as it considers necessary or desirable.

5. Method of Award: Competitive solicitations shall be awarded based on one of the following methods:

   a. Lowest Responsible and Responsive Bid. The evaluation committee shall consider the lowest responsible and responsive bid based on the lowest cost proposal that satisfactorily meets the minimum requirements identified in the invitation to bid. Minimum requirements include:

      i. the ability, capacity, and skill of the bidder to perform the contract within the specified time requirements;

      ii. the bidder's record of performance on previous contracts,

iii. the character, integrity, experience, and reputation of the bidder, including compliance with laws and ordinances related to the contract,

iv. the bidder's ability to provide future maintenance and service in relation to the contract, and

v. the Municipality's agreement with any conditions attached to the bid or proposal.

b. Best Value. The evaluation committee shall determine the proposal or response that demonstrates the best value for the Municipality. Best value shall be measured using ranked evaluation criteria such as vendor qualifications, experience, performance data, and cost. Evaluation criteria shall be:

i. identified and appropriately ranked, prioritized, and weighted by the department head with respect to the timely and successful completion of the purchase or project, and

ii. clearly defined and published with the invitation to bid.

c. Most Highly Qualified. The evaluation committee shall determine one firm as the most highly qualified. A bid or proposal deemed most highly qualified shall be:

i. evaluated based primarily on qualitative factors, such as technical expertise, that are clearly defined in the invitation to bid, and

ii. representative of specific success factors related to the purchase or project.

6. Tie Bids: If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest may not permit the delay or readvertising for bids, the Municipality Board shall accept the lowest bid made by and after negotiation with the tie bidders after the time of the bid opening.

7. Performance Bonds: Before entering a contract, the Municipality Board shall have authority to require performance and payment bonds to be provided in such amounts as it shall find reasonably necessary to protect the best interests of the Municipality and as required by law. The form and amount of said bonds shall be described in the notice inviting bids.

B. Open Market Procedure.

Any purchase or acquisition of supplies, material, equipment, improvements, or services of an estimated cost or value of less than fifty thousand dollars ($50,000.00) may be made without calling for bids. These purchases or acquisitions shall be made pursuant to the open market procedures provided in this section B. The procedures of section 1-11-5 A are not mandatory for open market proceedings.

Any bidding may be dispensed with for purchases of supplies, equipment, or contractual services having a total estimated value of less than seven thousand five hundred dollars ($7,500.00) provided:

1. Minimum Number Of Bids: If possible, open market purchases shall be based on at least three (3) price quotations and shall be awarded to the lowest responsible bidder.
2. Solicitation Of Bids: The Municipality may call for price quotations from prospective vendors by written or telephone requests.
3. Budgetary Considerations: All purchases must conform to the annual budget and there must be an adequate balance in the appropriation for the item or service to be procured. Any substantial deviation from the annual budget or any appropriation thereunder shall be approved by the Municipality Board.

C. Acquisition Of Services.

1. Contracts for services with a cost or value of less than fifteen thousand dollars ($15,000.00) annually shall be approved and authorized by the chair of the Municipality Board or Board chair's designee.
2. Contracts for services with a cost or value of fifteen thousand dollars ($15,000.00) or more annually shall be approved by the Municipality Board.
3. The chair of the Municipality Board may require any acquisitions of services to be bid formally if, in his determination, such action is in the best interest of the Municipality.

1-6: EXEMPTIONS TO COMPETITIVE SOLICITATION REQUIREMENTS:

A. Contracts: Certain contracts are not subject to the competitive solicitation requirements of this Chapter. The contracts include contracts for items or services which may be purchased only from a single source; contracts for additions to and repair and maintenance of equipment already owned by the Municipality which may be more efficiently added to, repaired or maintained by a certain person or firm; or contracts for equipment which, by reason of the training of the personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the Municipality.

B. Auction, Closeout, Bankruptcy Sales: If the chair of the Municipality Board determines that budgeted supplies, materials, or equipment may be purchased at any public auction, closeout sale, bankruptcy sale, or other similar sale, and if the Municipality Board determines by resolution, and makes a finding that a purchase at any such auction or sale may be made at a cost below the market cost in the community, a contract may be allowed, or the purchase made, without complying with the competitive solicitation requirements of this Chapter.

C. Exchanges: Exchanges of supplies, materials, or equipment between the Municipality and any other public agency or private party which are not by sale or auction shall be by mutual agreement of the respective public agencies or private parties. Exchanges involving private parties require contractual approval of the Municipality Board.

D. **Certain Construction Contracts:** With the Municipality Board's authorization at a regular or special meeting, construction projects up to Two hundred fifty thousand dollars ($250,000.00) may be authorized, at the Board's sole discretion without competitive solicitation on certain projects if, due to the small cost of the project or the specific nature and characteristics of the project, significant cost savings may be realized by not preparing formal plan and bidding specification documents or by not having to advertise for bid and go through a formal selection process.

1-7. USE OF PURCHASE REQUISITIONS.

The Municipality shall employ the use of a purchase requisition:

A. If any material, supply, equipment, or service costing seven thousand five hundred dollars ($7,500.00) or more and the formal contract procedure will not be followed; or

B. If a purchase requisition or purchase order is requested or required by a vendor.

1-8. INTERLOCAL AGREEMENTS AUTHORIZING CONTRACTS FOR COMMODITIES OR SERVICES.

The Municipality may enter into interlocal agreements with any public agency within the State to conduct the joint or cooperative understanding for the purchase of any commodity or service in compliance with Utah Code, Title 11, Chapter 13, Part 2, Interlocal Cooperation Act, if the Municipality Board approves the interlocal agreement.

1-9. DISPOSAL OF SURPLUS PROPERTY OR LEASE OF PUBLIC PROPERTY.

The Municipality's Treasurer or designee shall have the authority to sell, lease, convey, or dispose of real and personal property for the benefit of the Municipality as provided in Utah Code § 10-8-2 and in compliance with Utah Code § 10-3-1301 et seq. and all other State, federal, or regulatory requirements.

1-10. PROHIBITIONS.

A. **Conflicts Of Interest:** No member of the Municipality Board or Municipality employee may have an undisclosed pecuniary interest, as per State law, directly or indirectly, in any contract entered into by the Municipality. A violation of this provision shall be cause for removal or other disciplinary action.

B. **Collusion Among Bidders:** Any agreement or collusion among bidders or prospective bidders in restraint of competition by an agreement to bid a fixed price, or otherwise, shall render any such bids void.

C. **Gratuities:** Except as provided in Utah Code Subsection 10-3-1304(3), the acceptance of any gift of substantial value or a substantial benefit tantamount to a gift of more than $50.00 in value in the form of cash, merchandise, or any other thing of value by an official or employee of the Municipality from any vendor or contractor, or prospective vendor or contractor, shall be considered to be a violation of this Chapter and shall be cause for disciplinary action by the Municipality or prosecution pursuant to Utah Code § 76-8-105.

D. **Ethics:** It is the intent of the Municipality Board that procurement by the Municipality comply in all respects with the requirements of the law of the State relating to ethics and employees' dealings with the Municipality. Therefore, the Municipality is governed by the Utah Municipal Officers' and Employees' Ethics Act, Utah Code § 10-3-1301 et seq., and the Utah Public Employees' Ethics Act, Utah Code § 67-16-1 et seq.

E. **Purchases For Personal Use Or Benefit:** Any purchase of supplies or equipment by the Municipality for the personal use of any official or employee of the Municipality is prohibited. Any person who violates this requirement shall be cause for disciplinary action by the Municipality or prosecution pursuant to Utah Code § 76-8-105.

RECORDS AND COMMUNICATION POLICY

RECORDS AND COMMUNICATION POLICY
Approved and Adopted Pursuant to Resolution No. 2025-R-01, June 12, 2025

I. PURPOSE

The Government Records Access and Management Act and the Public Records Management Act impose obligations to retain and dispose records. Echo Canyon shall comply with all applicable State and federal laws, rules, and regulations governing public records.

II. TRAINING

All new staff hired will receive a brief records management training to ensure that clear expectations are set before commencing regularly assigned duties. The Recorder's Office shall provide annual all-staff training on GRAMA, or as otherwise required by State law.

III. RECORD STORAGE

All records, where able, should be created and maintained in an electronic format that can be easily convertible to keep with industry standards. The electronic record shall serve as the designated record copy unless otherwise indicated by the Recorder. If records need to be preserved in hardcopy form, they should also be converted and saved electronically, if possible, for easier reference. Hard copy inactive records removed from active file space shall be stored in the storage room designated by the Municipality until their retention period has been met or transferred to the Utah State Records Center. The inactive files will be stored in an appropriate drawer in type-labeled folders or a records box with the contents and retention schedule clearly identified on the exterior as well as an inventory of the contents on the inside of the box. Records with permanent retention periods may be transferred to the Utah State Archives once deemed unnecessary by the Recorder to be stored by the Municipality.

IV. GRAMA REQUESTS

GRAMA is the Act that governs the disclosure of certain records. The GRAMA Request form attached hereto is available to the public. If there is a request for information that does not involve a record or that is publicly available, it does not need to go through the GRAMA process. Likewise, if the record does not exist, the Municipality does not have to create one. The Municipality may charge fees for record requests if the request will take longer than 15 minutes to process and/or if the requestor would like copies of the record(s). The fee for time to search and compile is based on the lowest salary of the person able to do the work. If it is anticipated that the fee will be more than $50, the Municipality can charge in advance of doing the work to ensure just compensation. Any time a record is requested, the process for the request will be in accordance with GRAMA as follows:

1. A request for records must be in writing (GRAMA Request Form) and contain a description of the record requested that identifies the record with reasonable specificity. If the GRAMA Request Form is missing information, it is not a valid request.

2. A request may be accepted by any staff member of the Municipality and shall be immediately given to the Recorder for processing.

3. The Municipality has 10 business days (regular request) or 5 business days (expedited request) to respond to the request. This time starts when the request is accepted by the Recorder or staff member.

4. The Recorder will track the request and send it to the relevant department for retrieval.

5. The Recorder will then classify the received record(s) as public, protected, private, or controlled and redact private information. If the record may not be redacted, then the request may be denied per State law.

6. If the request must be denied, the Recorder shall provide a notice of denial, including a description of the record or portion of record to which access is denied, citation to the Utah statute allowing the denial, and a description of the process to appeal the denial.

7. The Recorder's Office will respond to the requestor in accordance with GRAMA before the required deadline. Responses to requests may be approvals, approvals in part, or denials.

V. RECORDS RETENTION AND DESTRUCTION

All records will follow the General Retention Schedule (GRS) governed by the Utah Division of Archives and Records Service. Retention shall be based on the content of the record and its value to the Municipality, not on its format or storage medium. Each department shall also assist the Recorder with the destruction of records. Records whose retention period has been met shall be destroyed unless the record is necessary for litigation purposes. The records to be destroyed shall be logged with the Recorder before destruction occurs. The destruction log shall include a list of records destroyed including the type of record and relevant date, the retention schedule reference, the date of destruction, and the authorization of the Recorder. The destruction logs shall be retained by the Recorder.

VI. ECHO CANYON BUSINESS AND INTERNAL COMMUNICATIONS

All written communications concerning official municipality business shall be conducted using designated and specified email addresses assigned to appointed officials, staff, and relevant parties. These email addresses serve as the official channels for transmitting and receiving information related to municipal operations and actions.

This policy applies to all substantive communications, including but not limited to meeting notices and packets, supporting materials, draft and final minutes, correspondence related to policy discussions, and other items necessary for the effective conduct of municipal business.

Communications sent to or from any other address are presumed to not constitute official notice or record.

The list of designated email addresses may be updated from time to time by written notice submitted to the municipal recorder. It is the responsibility of each official or staff member to ensure their contact information is current and accurate in accordance with this policy.