

NOTICE OF BOARD MEETING

Myton City Housing Authority (“MCHA”) Board of Commissioners will hold its Board Meeting at 5:00 p.m. on Thursday, November 7, 2024, at 125 East Main Street, Myton, Utah 84052.

AGENDA

1. Welcome.
2. Roll Call
3. Introduction of Newly Appointed Commissioners
4. Consideration and potential Appointment of Chair/Vice Chair – Resolution No. 2024-1
5. Consideration and potential Approval of Engagement letter for Legal Counsel Smith Hartvigsen, PLLC – Resolution No.2024-1
6. Consideration of and potential Appointment of Interim Clerk – Resolution No. 2024-1
7. Consideration of and potential Amendment to MCHA Bylaws – Resolution No. 2024-2
8. Explanation and discussion of Board Duties and Training –
9. Presentations
 - a. Phillip Carrol – Community Housing Services – Management Contracts
 - b. Scott Farnes, CPA, F&J Associates – Guidance for Housing Authorities – Audit Requirements
 - c. Cindy Warren – Roosevelt City Housing Authority – Management/Vouchers
 - d. Margaret Chatwin – RCHA, Executive Director
10. Consideration of and potential Cancellation of Voucher Contract – Resolution No. 2024-3
11. Closed Session for purposes allowed under Utah Code § 52-4-205
12. Open Session Discussion
13. Other
14. Adjourn

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Myton City Housing Authority at 435-722-2711 prior to the meeting.

Closed Session – The MCHA Board may consider a motion to enter into a closed session to discuss the character, professional competence, or physical or mental health of an individual. Utah Code Ann. §§ 52-4-204 and 52-4-205(1)(a).

Interim Clerk/Recorder
Carrie Boren

MYTON CITY HOUSING AUTHORITY

RESOLUTION NO. 2024-1

RESOLUTION OF THE MYTON CITY HOUSING AUTHORITY TO DESIGNATE TERMS OF OFFICE FOR EACH COMMISSIONER; TO SELECT THE CHAIR AND VICE CHAIR TO THE BOARD; TO APPROVE THE APPOINTMENT OF THE INTERIM CLERK; AND TO APPROVE THE ENGAGEMENT OF LEGAL COUNSEL.

WHEREAS the Myton City Housing Authority (the “**MCHA**”) has been created and operates pursuant to Utah Code, Title 16, Chapter 6a, Utah Uniform Limited Cooperative Association Act, and its predecessor statutes (the “**Act**”), for the purpose of acting and operating as a charitable organization in providing decent, safe, sanitary, and affordable housing to low and moderate-income families and individuals; and

WHEREAS the MCHA is a housing authority that is a limited purpose entity as defined in Utah Code Ann. § 35A-8-401 et seq. and § 67-1a-15; and

WHEREAS pursuant to Utah Code Ann. §§ 35A-8-404 and Article II of the By-Laws of MCHA, the Mayor has appointed seven new commissioners (“**Commissioners**”) to act as the governing board of the MCHA; and

WHEREAS pursuant to Utah Code Ann. Subsections 35A-8-404(2) and (10), the Commissioners shall elect a Chair and Vice Chair from among the Commissioners and serve the designated terms of office for each Commissioner; and

WHEREAS pursuant to Utah Code Ann. Subsections 35A-8-404 (11) and (12), the MCHA may employ an executive director, legal and technical experts, and other officers, agents, and employees, permanent and temporary and shall determine the qualifications, duties, and compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MYTON CITY HOUSING AUTHORITY AS FOLLOWS:

1. The MCHA, having reviewed the matter, hereby adopts the terms of office for each Commissioner; selection of the chair and vice chair to the board of Commissioners ; and the appointment of the interim clerk as set forth on attached as **Exhibit A**.

2. The MCHA authorizes the engagement of legal counsel and approves the execution of the engagement agreement for the legal expertise of the Smith Hartvigsen PLLC, dated November 7, 2024, attached as **Exhibit B**.

3. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the governing board of the Myton City Housing Authority this _____ day of November, 2024.

_____, Chair

Attest:

_____, Interim Clerk

EXHIBIT A

Myton City Housing Authority Leadership and Terms of Office

Chair: _____

Vice Chair: _____

<i>Commissioner</i>	<i>Term of Office</i>	<i>Expiration Date</i>
<i>Ashley Anderton</i>		
<i>Joel Gordon</i>		
<i>Kim Harding</i>		
<i>Yankton Johnson</i>		
<i>RaSchelle Richins</i>		
<i>Richard Ross</i>		
<i>Rodney Rowley</i>		

EXHIBIT B

*Myton City Housing Authority Attorney
Engagement Letter*



J. CRAIG SMITH
icsmith@SHutah.law

LISA WATTS BASKIN
lbaskin@SHutah.law

November 7, 2024

Myton City Housing Authority
125 East Main Street
Myton, UT 84052
Via Email:

Re: Legal Representation Agreement with Smith Hartvigsen

Dear Myton City Housing Authority Commissioners,

This Legal Representation Agreement (“**Agreement**”) is to confirm that Myton City Housing Authority (the “**Housing Authority**”) has retained Smith Hartvigsen, PLLC (“**Firm**”) to represent it in all general matters. This Agreement sets forth general terms of the Firm’s agreement to represent the Housing Authority. Please read this Agreement carefully, then call us if you have any questions. The Firm will assist in the transition to the new Housing Authority leadership and membership; provide access to board training through HUD; conduct a transition meeting with the Housing Authority Chair and Vice Chair and HUD Regional Division Director and Portfolio Management Specialist Office of Field Operations to provide guidance for future Housing Authority operations; and any related matters as requested. If the Housing Authority finds this Agreement acceptable, please sign a copy of this Agreement and return it. A signed and emailed pdf will be considered an original. In order to begin on behalf of the Housing Authority, the Firm needs to have this signed Agreement.

RATES & BILLING

The Firm’s fees for services will depend on the amount of time that we spend on the matters of the Housing Authority. The Firm may involve other attorneys, paralegals, and clerks in any matter. The current rates at the Firm, which are subject to periodic increase, are as follows:

<u>Legal Fees</u>	<u>Rate</u>
J. Craig Smith	\$340
Lisa Watts Baskin	\$240

Partners	\$340 - \$220
Associates and Of Counsel	\$255 - \$195
Paralegals and Law Clerks	\$160 - \$150

Time is billed on a 1/10th of an hour basis. The Housing Authority will generally receive an invoice each month. Each monthly invoice includes a summary description of the work, including the time spent on and professional fees charged for any particular task, with the usual support documents and receipts remaining on file at the Firm. Full payment is expected from you within thirty (30) days of the date of the invoice. The Firm's invoices describe the services provided. Invoices will always indicate the total fees for services rendered and itemized disbursements. The Housing Authority is responsible for the payment of all amounts owing on the invoice.

Failure to make payment within thirty (30) days will result in the assessment of appropriate interest at the agreed rate of one and one-half percent (1½ %) per month of the unpaid balance. Additionally, if the amounts owing become 90 days overdue, the Firm will suspend work on the Housing Authority's behalf and withdraw from representing the Housing Authority. If the Housing Authority has a dispute or question about any invoice, please contact the Firm within 30 days of the date of the invoice.

COSTS

In addition to the hourly rates described above, the Housing Authority also will pay out-of-pocket costs incurred in Housing Authority matters. However, costs such as long-distance telephone charges, in-house photocopying, and regular postage are included as part of the Firm's fees. The costs for which the Housing Authority will be invoiced may include process servers, court filing fees, court reporters, statutory witness fees, electronic research, fees for land use or water filings, automobile mileage at the prevailing IRS rate, out-of-town travel expenses, copying projects by outside vendors, expert witness fees, consultant fees and investigator fees.

CONFLICT OF INTEREST

The Firm represents many other companies, local governments, and individuals. It is possible that present or future clients of the Firm will have disputes or transactions with the Housing Authority. For example, although the Firm represents a bank in litigation, the Firm may concurrently have clients whom it represents in connection with obtaining a loan from the same bank. The Housing Authority agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not *substantially related* to the Firm's work for the Housing Authority, provided that, in the event the interests of such client in those other matters are directly adverse to the Housing Authority, the Firm will consult with the Housing Authority in advance. The Housing

Authority and Firm agrees, however, that the Housing Authority's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of the Housing Authority, the Firm has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other clients, could be used in any such other matter by such clients to the Housing Authority's material disadvantage.

CHARGE FOR TELEPHONE CALLS

The minimum time increment charged is one-tenth (1/10) of an hour for each telephone call, no matter how short its duration, whether the telephone calls are from or to the Housing Authority or others concerning a matter. Please keep in mind that every telephone call may be invoiced (however, no charge will be made for telephone calls or in-person conferences regarding invoices or billing).

LIENS

The Firm's fees and costs are secured by a lien on leases, mineral estates, water rights, real property and personal property which are the subject of or connected to the legal services we provide as provided in Utah Code Ann. §38-2-7, or any successor section or common law.

In the event legal action is taken to enforce this Agreement the laws of Utah shall apply, and the prevailing party shall be entitled to reasonable expenses and attorney fees.

HOUSING AUTHORITY DUTIES

The Housing Authority agrees to be candid with the Firm, to keep the Firm advised of any change of address, email, or telephone number, to cooperate in the preparation for any trial or hearings, to appear on reasonable notice for court appearances and depositions, to pay Firm invoices on time, and to comply with all reasonable requests made of the Housing Authority in connection with the preparation and presentation of Housing Authority matters. The Housing Authority agrees not to settle or compromise any claims without discussing the matter with the Firm, and the Firm agrees not to settle or compromise any claims without the Housing Authority's consent.

DOCUMENT PRESERVATION

The Housing Authority has a duty to preserve and provide to Firm all documents and communications related to any matter in litigation. Failure to do so may result in court sanctions. The duty extends beyond mere documents to include emails, text messages, cloud-based files, back-ups, social media data, and all other electronic files. The Firm understands that preserving such electronic information may create difficulties regarding memory on your electronic devices. However, before deleting any documents related to any litigation, you must ensure that the documents

are securely stored in another location and will be accessible to be produced, if required.

COOPERATION/COMMUNICATION

The Housing Authority cooperation in providing information to and working with the Firm will often considerably expedite the matter and help reduce attorney fees. The Firm will typically send the Housing Authority copies of all correspondence, filings, and pleadings sent or received. The Firm will report as events require or upon request. The Housing Authority should feel free to make contact, whether in person, correspondence, email or by telephone, to discuss any matter. However, keep in mind that all time spent on this case, including telephone calls will be invoiced, unless it is regarding the Housing Authority's invoice.

NO GUARANTEES OF OUTCOME OR COST

The Firm does not and cannot provide any guarantee regarding the final outcome or total cost of the Housing Authority's matters or about issues that may be decided by the court or administrative agency. Statements that members of the Firm make regarding the likely cost or outcome or the range of possible outcomes are only opinions based upon our experience, not guarantees of results.

SCOPE OF REPRESENTATION

The specific service for which we have been retained to represent the Housing Authority is set forth in the introduction of this Agreement. If you wish to have the Firm perform services beyond the scope set forth above, it is the Housing Authority's responsibility to request such additional services. Certain aspects of the services to be performed will involve judgment as to technical matters, such as court or administrative agency schedules, continuances, extensions of time and the use of other attorneys and paralegals. Those matters shall be entrusted to the judgment of the Firm without the necessity of specific consultation with the Housing Authority. Other matters, such as the making or responding to settlement offers and the course of any discovery in litigation, will be handled only after consultation with the Housing Authority.

For all matters, all of these provisions shall apply, and the Firm and the Housing Authority shall each be bound by these terms, unless there is a written agreement to the contrary.

UTAH RULES OF PROFESSIONALISM AND CIVILITY

The Firm and its attorneys and staff are committed to ethical behavior and professionalism. Accordingly, the Firm's representation will be governed by both the Utah State Bar – Rules of Conduct and the Utah Standards of Professionalism and Civility, a copy of which is attached to this Agreement for the Housing Authority's reference. Any request or instruction from the Housing Authority that would require

the Firm or its attorneys to violate any of the requirements set forth in the above referenced Rules and Standards may be grounds for the Firm's termination of its representation of the Housing Authority and withdrawal from any pending matter.

DISCHARGE AND WITHDRAWAL

The Housing Authority has a right to choose legal counsel and may generally discharge the Firm as your attorneys at any time. The Firm has the right to withdraw as legal counsel for the Housing Authority (or, if required by court rule, seek permission from the court to withdraw as legal counsel) if the Housing Authority misrepresents or fails to disclose a material fact to the Firm; fail to follow advice; if fail to make payments as required by this Agreement; if the Housing Authority demands the Firm do something unlawful, unethical, or contrary to the Utah Rules of Professional Conduct; or for any other reason.

If either the Housing Authority or the Firm terminates representation, then the Firm is entitled to be paid in full for all services rendered prior to such termination. At the close of representation, the Firm will provide the Housing Authority with an electronic copy of all documents in the Housing Authority's file.

CONFIDENTIALITY

Communications with the Firm concerning the Housing Authority's matters are generally confidential and are protected from disclosure under applicable attorney-client privilege rules. This privilege is not absolute, and the Firm may be required to reveal information, if necessary, to prevent a crime or fraud. The Housing Authority's privilege of confidentiality can also be lost if the Housing Authority discusses or discloses attorney/client communications with third parties. Also, this Agreement and all information regarding the matters for which the Firm has been retained may be shared with all parties we represent in the same matter.

If any court is asked to decide the issue of an award of attorney fees, this Agreement may be disclosed to the court. If, at any time, you have questions about confidentiality, please call the Firm to discuss it.

CLOSING

The Firm looks forward to continue working with the Housing Authority. The Firm welcomes and encourages the Housing Authority input and suggestions and looks forward to a mutually productive representation of the Housing Authority's interests. Please note that undertaking of representation will only commence upon receipt of this signed Agreement.

If these terms are acceptable, please sign a copy of this Agreement and return it by mail or email. Should the Housing Authority desire any additional information

or clarification of any of the information provided herein, please feel free to contact the Firm.

Sincerely,
SMITH HARTVIGSEN, PLLC

J. Craig Smith
Lisa Watts Baskin

Accepted and agreed this _____ day of November 2024.

Myton City Housing Authority

By:
Its: Chair, Board of Commissioners

By:
Its: Interim Clerk, Board of Commissioners

UTAH STANDARDS OF PROFESSIONALISM AND CIVILITY

To enhance the daily experience of lawyers and the reputation of the Bar as a whole, the Utah Supreme Court, by order dated October 16, 2003, approved the following Standards of Professionalism and Civility as recommended by its Advisory Committee on Professionalism.

Preamble

A lawyer's conduct should be characterized at all times by personal courtesy and professional integrity in the fullest sense of those terms. In fulfilling a duty to represent a Client vigorously as lawyers, we must be mindful of our obligations to the administration of justice, which is a truth-seeking process designed to resolve human and societal problems in a rational, peaceful, and efficient manner. We must remain committed to the rule of law as the foundation for a just and peaceful society.

Conduct that may be characterized as uncivil, abrasive, abusive, hostile, or obstructive impedes the fundamental goal of resolving disputes rationally, peacefully, and efficiently. Such conduct tends to delay and often to deny justice.

Lawyers should exhibit courtesy, candor, and cooperation in dealing with the public and participating in the legal system. The following standards are designed to encourage lawyers to meet their obligations to each other, to litigants and to the system of justice, and thereby achieve the twin goals of civility and professionalism, both of which are hallmarks of a learned profession dedicated to public service.

We expect judges and lawyers will make mutual and firm commitments to these standards. Adherence is expected as part of a commitment by all participants to improve the administration of justice throughout this State. We further expect lawyers to educate their Clients regarding these standards and judges to reinforce this whenever Clients are present in the courtroom by making it clear that such tactics may hurt the Client's case.

Although for ease of usage the term "court" is used throughout, these standards should be followed by all judges and lawyers in all interactions with each other and in any proceedings in this State. Copies may be made available to Clients to reinforce our obligation to maintain and foster these standards. Nothing in these standards supersedes or detracts from existing disciplinary codes or standards of conduct.

1. Lawyers shall advance the legitimate interests of their Clients, without reflecting any ill-will that Clients may have for their adversaries, even if called upon to do so by another. Instead, lawyers shall treat all other counsel, parties, judges, witnesses, and other participants in all proceedings in a courteous and dignified manner.

2. Lawyers shall advise their Clients that civility, courtesy, and fair dealing are expected. They are tools for effective advocacy and not signs of weakness. Clients have no right to demand that lawyers abuse anyone or engage in any offensive or improper conduct.

3. Lawyers shall not, without an adequate factual basis, attribute to other counsel or the court improper motives, purpose, or conduct. Lawyers should avoid hostile, demeaning, or humiliating words in written and oral communications with adversaries. Neither written submissions nor oral presentations should disparage the integrity, intelligence, morals, ethics, or personal behavior of an adversary unless such matters are directly relevant under controlling substantive law.

4. Lawyers shall never knowingly attribute to other counsel a position or claim that counsel has not taken or seek to create such an unjustified inference or otherwise seek to create a "record" that has not occurred.

5. Lawyers shall not lightly seek sanctions and will never seek sanctions against or disqualification of another lawyer for any improper purpose.

6. Lawyers shall adhere to their express promises and agreements, oral or written, and to all commitments reasonably implied by the circumstances or by local custom.

7. When committing oral understandings to writing, lawyers shall do so accurately and completely. They shall provide other counsel a copy for review, and never include substantive matters upon which there has been no agreement, without explicitly advising other counsel. As drafts are exchanged, lawyers shall bring to the attention of other counsel changes from prior drafts.

8. When permitted or required by court rule or otherwise, lawyers shall draft orders that accurately and completely reflect the court's ruling. Lawyers shall promptly prepare and submit proposed orders to other counsel and attempt to reconcile any differences before the proposed orders and any objections are presented to the court.

9. Lawyers shall not hold out the potential of settlement for the purpose of foreclosing discovery, delaying trial, or obtaining other unfair advantage, and lawyers shall timely respond to any offer of settlement or inform opposing counsel that a response has not been authorized by the Client.

10. Lawyers shall make good faith efforts to resolve by stipulation undisputed relevant matters, particularly when it is obvious such matters can be proven, unless there is a sound advocacy basis for not doing so.

11. Lawyers shall avoid impermissible ex parte communications.

12. Lawyers shall not send the court or its staff correspondence between counsel, unless such correspondence is relevant to an issue currently pending before the court and the proper evidentiary foundations are met or as such correspondence is specifically invited by the court.

13. Lawyers shall not knowingly file or serve motions, pleadings or other papers at a time calculated to unfairly limit other counsel's opportunity to respond or to take other unfair advantage of an opponent, or in a manner intended to take advantage of another lawyer's unavailability.

14. Lawyers shall advise their Clients that they reserve the right to determine whether to grant accommodations to other counsel in all matters not directly affecting the merits of the cause or prejudicing the Client's rights, such as extensions of time, continuances, adjournments, and admissions of facts. Lawyers shall agree to reasonable requests for extension of time and waiver of procedural formalities when doing so will not adversely affect their Clients' legitimate rights. Lawyers shall never request an extension of time solely for the purpose of delay or to obtain a tactical advantage.

15. Lawyers shall endeavor to consult with other counsel so that depositions, hearings, and conferences are scheduled at mutually convenient times. Lawyers shall never request a scheduling change for tactical or unfair purpose. If a scheduling change becomes necessary, lawyers shall notify other counsel and the court immediately. If other counsel requires a scheduling change, lawyers shall cooperate in making any reasonable adjustments.

16. Lawyers shall not cause the entry of a default without first notifying other counsel whose identity is known unless their Clients' legitimate rights could be adversely affected.

17. Lawyers shall not use or oppose discovery for the purpose of harassment or to burden an opponent with increased litigation

expense. Lawyers shall not object to discovery or inappropriately assert a privilege for the purpose of withholding or delaying the disclosure of relevant and non-protected information.

18. During depositions, lawyers shall not attempt to obstruct the interrogator or object to questions unless reasonably intended to preserve an objection or protect a privilege for resolution by the court. "Speaking objections" designed to coach a witness are impermissible. During depositions or conferences, lawyers shall engage only in conduct that would be appropriate in the presence of a judge.

19. In responding to document requests and interrogatories, lawyers shall not interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-protected documents or information, nor shall they produce documents in a manner designed to obscure their source, create confusion, or hide the existence of particular documents.

20. Lawyers shall not authorize or encourage their Clients or anyone under their direction or supervision to engage in conduct proscribed by these Standards.

MYTON CITY HOUSING AUTHORITY

RESOLUTION NO. 2024-2

RESOLUTION OF THE MYTON CITY HOUSING AUTHORITY TO ADOPT AND APPROVE NEW BYLAWS FOR THE MYTON CITY HOUSING AUTHORITY

WHEREAS the Myton City Housing Authority (the “**MCHA**”) has been created and operates pursuant to Utah Code, Title 35A, Chapter 8, Part 4, Housing Authorities, as a limited purposes entity, in accordance with Utah Code Ann. § 67-1a-15, for the purpose of acting and operating as a limited purposes entity in providing decent, safe, sanitary, and affordable housing to moderate and low income families and individuals; and

WHEREAS the MCHA Board of Commissioners has appointed its Chair and Vice Chair and related officers, including its attorney, pursuant to Utah Code Ann. §35A-8-404; and

WHEREAS the MCHA is authorized to make, amend, and repeal bylaws and rules pursuant to Utah Code Ann. §35A-8-407; and

WHEREAS the MCHA previously adopted its existing bylaws, (“**Existing Bylaws**”) on June 9, 2003; and

WHEREAS the MCHA now desires to repeal its Existing Bylaws adopted on June 9, 2003, attached as **Exhibit A**, and adopt new bylaws, (“**New Bylaws**”) attached as **Exhibit B**, through adoption of this Resolution; and

WHEREAS the MCHA finds the adoption of New Bylaws is in the best interests of MCHA and those families and individuals in need of decent, safe, sanitary, and affordable housing in Vernal, Myton, and Duchesne.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MYTON CITY HOUSING AUTHORITY AS FOLLOWS:

1. The MCHA, having reviewed and considered the matter, hereby repeals the Existing Bylaws and adopts the New Bylaws , attached hereto as Exhibit B.

2. The MCHA will make arrangements for the temporary transition of services to another entity or contract employee as may be deemed necessary or appropriate and approved by the Chair of the MCHA in cooperation with MCHA’s legal counsel and guidance from HUD personnel, whose execution thereof on behalf of the MCHA shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

3. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the governing board of the Myton City Housing Authority
this _____ day of November 2024.

_____, Chair

Attest:

_____, Interim Clerk

EXHIBIT A

2003 Existing Bylaws of the Myton City Housing Authority

SLS
9/24/04
DE

BYLAWS
of the
MYTON CITY HOUSING AUTHORITY
dba
HOUSING AUTHORITY OF THE UINTAH BASIN

ARTICLE I
The Authority

SECTION 1 - Name:

The name of the Authority shall be the Myton City Housing Authority dba Housing Authority of the Uintah Basin.

SECTION 2 - Seal:

The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

SECTION 3 - Office:

The Housing Authority office shall be located at such place as the Authority's commissioners may designate from time to time.

ARTICLE II
Officers

SECTION 1 - Commissioners:

1. Seven persons shall be appointed as commissioners of the Housing Authority by the Mayor of the City of Myton. Commissioners shall be appointed for a term of office of five years, except that all vacancies shall be filled for the unexpired term.
2. Commissioners shall be selected from the Tri-County area (Daggett County, Duchesne County and Uintah County).
3. Each commissioner shall qualify by taking the official oath of office prescribed by general statute.
4. Each commissioner shall receive no compensation except necessary expenses, including travel expenses, incurred in the discharge of duties.

5. Each commissioner shall have only one vote.
6. Each commissioner shall hold office until a successor has been appointed and has been duly qualified.
7. During the January meeting, or as needed, the commissioners of the Authority shall elect a chair and vice-chair from among the commissioners. The chair shall serve two years. The vice-chair shall automatically become the chair at the expiration of the chair's term or if the chair becomes vacant at any time.

SECTION 2 - Chair:

The Chair shall preside at all meetings of the Authority. Except as authorized by the Authority, the chair shall sign all contracts, deeds, and other instruments executed by the Authority. At each meeting the chair shall submit such recommendations and suggestions considered proper concerning the business, affairs, and policies of the Authority. The chair may delegate such duties and responsibilities to the executive director as desired.

SECTION 3 - Vice-Chair:

The vice-chair shall perform the duties of the chair in the absence or incapacity of the chair. In the case of resignation or death of the chair, the vice-chair shall perform the duties of the chair.

SECTION 4 - Secretary:

The secretary of the Authority, or if no secretary then the executive director or other designee, shall keep the records of the Authority, shall act as secretary of the meetings, shall record voting actions, and shall perform other duties incident to this position. The secretary shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

SECTION 5 - Treasurer:

The treasurer shall: (i) be the principal financial officer of the Corporation and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property, and shall depaioit the same in accordance with the instructions of the Commissioners; (ii) receive and

give receipts for anything of value received by the Corporation, or instruct the Executive Director in so doing, and pay out of the funds on hand all just debts of the Corporation of whatever nature; (iii) be the principal accounting officer of the corporation and, as such, prescribe and maintain the methods and systems of accounting to be followed, keep books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the chairman and the board of trustees statement of account showing the financial position of the Corporation and the results of its operations; (iv) upon request of the Commissioners, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the Commissioner.

SECTION 6 - Duties:

Officers of the Authority shall perform such duties as may be required by the chair or as outlined in the bylaws, operating handbooks, or by Housing and Urban Development rules and regulations.

SECTION 7 - Surety Bond

Officers of the Authority shall serve without bond, except for the treasurer who shall be bonded in the amount of \$ 20,000.00 -. At the Commission's discretion, the Authority shall bear the cost of any surety bond required of any officer or agent.

SECTION 8 - Vacancies:

Should the office of vice-chair become vacant before the regular term ends, the remaining members shall elect a successor from its membership at the next regular meeting.

When a commissioner's term expires, the remaining members shall identify three qualified persons and submit the names to the Mayor of Myton City. If three qualified persons cannot be identified, then fewer names may be submitted. The Mayor may then appoint a commissioner from that list.

SECTION 7 - Executive Director:

An executive director shall be appointed by the commissioners and may also serve as the secretary. The executive director shall be charged with general responsibility for the administration of the Authority's daily business and affairs, as defined by the commissioners. This shall include, but not be limited to, care of all Authority property, authorizing daily orders, disbursements, and expenditures. The executive director may expend funds only as budgeted and authorized by the Authority. The executive director shall ensure the proper keeping of the Authority's books of accounts, receipts and expenditures and shall prepare and present at Authority meetings an account of transactions and financial conditions of the Authority.

SECTION 8 - Additional Personnel:

The Authority may employ other personnel or consultants, both permanent and temporary, as it may require, and shall determine their qualifications, duties and compensation.

SECTION 9 - Misconduct of Commissioners - Removal:

1. For inefficiency, neglect of duty, or misconduct in office, a commissioner may be removed by the Mayor of Myton City.
2. A commissioner may be removed only after a hearing and after having been given a copy of the charges at least ten days prior to the hearing and having had an opportunity to be heard in person or by counsel.
3. If a commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the Authority's office.

ARTICLE III

Meetings

SECTION 1 - Regular Meeting:

Regular meetings of the Authority shall be held every other month at such time and place as determined by the commissioners. Location and an agenda for each meeting shall be posted

SECTION 2 - Special Meetings:

The chair or executive director of the Authority may, when either deems it expedient, call a special meeting of the Authority for the purpose of transacting any business which cannot be

held until the next regular meeting.

SECTION 3 - Open Meetings:

Meetings of the Authority are open to the public in accordance with Utah Code Ann. §52-4-1, shall be noticed in accordance with Utah Code Ann. §52-4-6, and may only be closed for those purposes set forth in Utah Code Ann. §52-4-4.

SECTION 4 - Vesting of Power:

The powers of the Housing Authority are vested in the commissioners.

✓ Bd member

SECTION 5 - Quorum:

Four commissioners shall constitute a quorum for the purpose of conducting the business of the Authority and exercising its powers and for all other purposes. Action may be taken by the Authority upon a majority vote of those commissioners present, providing a quorum is present.

SECTION 6 - Order of Business:

Order of business at meetings of the Authority shall be:

- a. Call to Order;
- b. Approval of the minutes of the previous meeting or meetings;
- c. Approval of Warrant's List and any other expenditures;
- d. Report by executive director;
- e. Any other formal action;
- f. Unfinished business;
- g. New business; and
- h. Adjournment.

SECTION 7 - Resolutions and Motions:

All formal actions of the Authority shall be by resolution. All resolutions and motions executed by the commissioners shall be in writing and shall be recorded and become permanent documents of the Authority. All other actions shall be by motion, with a second and a majority vote of the quorum present.

SECTION 8 - Manner of Voting:

The voting on all actions coming before the Authority shall be by roll call. The yeas and nays shall be recorded in the minutes of each meeting. Election of officers may be conducted by ballot if so requested by one or more commissioners.

SECTION 9 - Executive Session:

Executive session may be called in accordance with Utah Code Ann. §52-4-4 to discuss personnel or other sensitive issues. This, by law, requires a two thirds majority vote of those commissioners present, providing a quorum is present. No action may be taken in an executive

session, and the reason for the session and the vote for convening must be reported in the minutes.

ARTICLE IV

Powers

1. The Authority has perpetual succession and all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Utah Code Ann. §9-4-601 et seq.
2. The Authority may:
 - a. Sue and be sued;
 - b. Have a seal and alter it;
 - c. Make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
 - d. Make, amend, and repeal bylaws and rules;
 - e. Within its area of operation, prepare, carry out, and operate projects and provide for the acquisition, construction, reconstruction, rehabilitation, improvement, extension, alteration or repair of any project;
 - f. Undertake and carry out studies and analyses of housing needs within its area of operation and ways of meeting these needs, including data with respect to population and family groups and its distribution according to income groups, the amount and quality of available housing and its distribution according to rentals and sales prices, employment, wages and other factors affecting the local housing needs and meeting these needs;
 - g. Make the results of studies and analyses available to the public and the building, housing, and supply industries and engage in research and disseminate information on housing programs;
 - h. Utilize, contract with, act through, assist, and cooperate or deal with any person, agency, institution, or organization, public or private, for the provision of services, privileges, works, or facilities, or in connection with its projects;
 - i. Notwithstanding anything to the contrary contained in Utah Code Ann. §9-4-601 et seq., or in any other provision of law, agree to any conditions attached to

- federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages in compliance with labor standards in the development or administration of projects, include in any contract awarded or entered into in connection with a project stipulations requiring that the contractor and all subcontractors comply with any conditions attached to the financial aid of the project;
- j. Lease, rent, sell or lease with option to purchase any dwellings, lands, buildings, structures, or facilities embraced in any project;
 - k. Subject to the limitations contained in Utah Code Ann. §9-4-601 et seq. with respect to the rental or charges for dwelling in housing projects, establish and revise the rents or charges therefor;
 - l. Own, hold, and improve real or personal property;
 - m. Purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise or otherwise obtain interest in real or personal property;
 - n. Sell, lease, exchange, transfer, assign, pledge, or dispose of any interest in any real or personal property;
 - o. Make loans for the provision of housing for occupancy by persons of medium and/or low income;
 - p. Insure or provide for the insurance of any real or personal property or operations of the Authority against any risk or hazards;
 - q. Procure or agree to the procurement of government insurance or guarantees of the payment of any bonds, in whole or in part, issued by the Authority, including the power to pay premiums on any insurance;
 - r. Invest any funds held in reserves, sinking funds, or any funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control;
 - s. Redeem its bonds at the redemption price established or purchase its bonds at less than redemption price, with all bonds so redeemed or purchased to be canceled;
 - t. Within its area of operation, determine where blighted areas exist or where there is unsafe, unsanitary, or overcrowded housing;
 - u. Make studies and recommendations relating to the problem of clearing,

- replanning, and reconstructing blighted areas, and the problem of eliminating unsafe, insanitary, or overcrowded housing and providing dwelling accommodations and maintaining a wholesome living environment for persons of medium or low income, and cooperate with any public body or the private sector in action taken in connection with those problems;
- v. Acting through one or more commissioners or other persons designated by the Authority, conduct examinations and investigations and hear testimony and take proof under oath at public or private hearings on any matter or material required for its information;
 - w. Administer oaths, issue subpoenas required the attendance of witnesses or the production of books and papers, and issue commissions for the examination of witnesses outside the state who are unable to appear before the Authority or are excused from attendance;
 - x. Make available to appropriate agencies, including those charged with the duty of abating or requiring the correction of nuisances or like conditions or of demolishing unsafe or insanitary structures within its area or operation, its findings and recommendations with regard to any building or property where conditions exist that are dangerous to the public health, morals, safety, or welfare; and
 - y. Exercise all or any part or combination of the powers granted by Utah Code Ann. §9-4-601 et seq.

ARTICLE V

Disclosure of Interest in Project

- 1. Any commissioner, officer, or employee of an authority, who has voluntarily acquired any of the following interests, shall disclose to the commissioners of the Authority, as soon as he has knowledge of the interest, the nature and extent of the interest:
 - a. Any present or future interest, direct or indirect, in any project;
 - b. Any present or future interest, direct or indirect, in any property included in or planned to be included in any project;
 - c. Any contract or proposed contract relating to any project; or

- d. Any other transaction or agreement with the Authority.
2. The commissioners shall enter the particulars of the disclosure into the minutes of the Authority.
3. After a disclosure of interest, the commissioner, officer or employee may participate in any discussions concerning proposed Authority action on the property, contract, transaction, or agreement in which he has an interest, but the commissioner, officer or employee may not vote on any such action proposed by the Authority.
4. Commissioners, officers and employees of the Authority are not "public officers" for the purposes of the Utah Public Officers' and Employees' Ethics Act, Title 67, Chapter 16.

ARTICLE VI

Amendment of Bylaws

The bylaws of the Authority shall be amended only with the approval of at least five of the commissioners of the Authority, at a regularly scheduled or special meeting.

These revised bylaws shall be effective on the 9th day of June, 2003, and shall supersede all previous bylaws of the Authority. These revised bylaws were adopted at a meeting of the commissioners held on the 9th day of June, 2003, receiving the required vote of the commissioners as set forth herein.

CHAIR

VICE-CHAIR

By: Ronnie M. Murre

By: Wanda B. Hoyt

ATTEST:

By: Chapita Rowley

Secretary

(SEAL)

EXHIBIT B

2024 New Bylaws of the Myton City Housing Authority

BY-LAWS OF THE MYTON CITY HOUSING AUTHORITY

ARTICLE 1 - THE AUTHORITY

SECTION 1. NAME OF THE AUTHORITY: The name of the Authority shall be the "Myton City Housing Authority."

SECTION 2. SEAL OF THE AUTHORITY: The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

SECTION 3. OFFICE OF THE AUTHORITY: The Office of the Authority shall be at such a place in the City of Myton as the Authority may from time to time designate.

SECTION 4. BOARD OF COMMISSIONERS: Pursuant to Utah Code Ann. § 35A-8-404, as amended, the Mayor of Myton City shall appoint seven persons as Commissioners of the Myton City Housing Authority. The commissioners first appointed under this part shall serve for staggered terms from the date of their appointment. After the first commissioners are appointed, the commissioners are appointed for a term of office of four years. A commissioner holds office until the commissioner's successor is appointed and qualified by taking the official oath of office. A commissioner qualifies by taking the official oath of office. A certificate of appointment or reappointment of a commissioner shall be filed with the authority and is conclusive evidence of the appointment of the commissioner.

ARTICLE 2 - OFFICERS

SECTION 1. GOVERNING BODY: The Governing Body of the Authority shall be composed of seven members. They shall be known as the Board of Commissioners of the Myton City Housing Authority. Each Commissioner shall have one vote. A Commissioner shall receive no compensation for this service, but shall be entitled to necessary expenses, including travel expenses, incurred in the discharge of their duties.

SECTION 2. OFFICERS: The Officers of the Authority shall be a Chair, Vice Chair, and Secretary, who shall be elected by the commissioners of the Authority at the January meeting, or as needed. The Chair shall serve for two years, and the Vice Chair shall serve for two years, or until their successors are elected and qualified.. The Authority may employ an Executive Director, Treasurer, legal and technical experts, and other officers, agents, and employees, permanent and temporary, and shall determine their qualifications, duties, and compensation.

SECTION 3. CHAIR: The Chair shall preside at all meetings of the Authority. Except as otherwise authorized by Resolution of the Authority, the Chair shall sign all contracts, excluding Housing Assistance Payment contracts, deeds and other instruments made by the Authority. At each meeting the Chair shall submit such recommendations and information as the Chair may consider proper concerning the business, affairs and policies of the Authority.

SECTION 4. VICE CHAIR: The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In the case of the resignation, removal, or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Authority elects a new Chair.

SECTION 5. SECRETARY: The Secretary shall be the Executive Director of the Authority. The Secretary shall be responsible for the records of the Authority. The Executive Director shall prepare the public notice, agenda, minutes and recordings of the Authority meetings in compliance with Utah Code Ann. § 52-4-201 et seq. The Secretary shall perform all duties incident to the office of Secretary. The Secretary shall keep in safe custody the Seal of the Authority and shall have power to affix or have affixed the Seal to all contracts and instruments authorized to be executed by the Authority.

SECTION 6. EXECUTIVE DIRECTOR: The Executive Director shall be appointed by the Board of Commissioners of the Authority, and shall also serve as the Secretary to the Board of Commissioners. The Executive Director shall have general supervision over the administration of its daily business and affairs, as defined and subject to the sole direction of the Authority. The Executive Director shall have the care and custody of all property of the Authority, and shall sign orders, disbursements, expenditures, and Housing Assistance Payment Contracts only as budgeted and authorized by the Authority. The Executive Director shall ensure the proper keeping of regular books of accounts, receipts and expenditures and shall render to the Authority, at bi-monthly meetings, an account of the transactions and the financial condition of the Authority. Failure to perform these duties may be grounds for removal.

SECTION 7. ADDITIONAL DUTIES: The Commissioners of the Authority shall perform such other duties and functions as may from time to time be required by the Authority, By-Laws, or rules and regulations of the Authority.

SECTION 8. ELECTION AND APPOINTMENT: The Chair and Vice Chair shall be elected during the January meeting each year, or as needed. The Chair and Vice Chair shall be elected from among the Board of Commissioners of the Authority, and shall hold office for two years or until their successors are elected and qualified. Should the elected position of Chair or Vice Chair become vacant, the Board of Commissioners will elect a successor from its membership to complete the year term or successive terms.

SECTION 9. TERM OF OFFICE AND VACANCIES:

- a. Vacancies will be filled by appointment by the Mayor of the City of Myton for initial staggered terms. Thereafter, the term of office will be four years. Commissioners may be reappointed.
- b. If in the judgement of the majority of a quorum of the Board of Commissioners, the Secretary, who also serves as the Executive Director, is found to be negligent in those duties due to inaction or actions not consistent with the efficient and legal operation of the Authority, the Secretary/Executive Director may be asked by the Board of Commissioners to resign; or a recommendation may be made to the

Mayor of the City of Myton to remove the Secretary/Executive Director from office and a replacement appointed.

- c. A commissioner may be removed by the mayor for inefficiency, neglect of duty, or misconduct in office. A commissioner may only be removed in compliance with the procedures as provided in Utah Code Ann. § 35A-8-406.

SECTION 10. ADDITIONAL PERSONNEL: The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by Utah Code Ann. § 35A-8-401 et seq., and all other laws of the State of Utah applicable thereto. The selection and compensation of such personnel shall be determined by the Board of Commissioners subject to the laws of the State of Utah.

SECTION 11. ANNUAL REPORT – BUDGET- MINUTES: The Authority shall file an annual report with the clerk of the Division of Housing and Community Development, with a copy given to the Mayor of Myton and the governing body, a report containing its activities for the preceding year; its approved annual budget; and recommendations for legislation. The Authority shall post electronically for public review its: annual approved budget and minutes of all open meetings held by its board of commissioners.

SECTION 12. COMPENSATION OF APPOINTED OFFICERS: Compensation of staff appointed by the Board of Commissioners shall be determined by the Board of Commissioners and subject to annual review.

SECTION 13. EXPENDITURES: The Executive Director/Secretary, responsible for all records and orders and disbursements, has the authority to expend funds only as budgeted by the Authority for day to day operating expenses including, but not limited to; supplies, advertising, materials, travel, wages, employee benefits, rents, utility allowances, etc., necessary to conduct the business of the Authority. All expenditures for projects to be conducted within the area of operation of the Authority shall be approved by the Board of Commissioners.

ARTICLE 3 - MEETINGS

SECTION 1. BI-MONTHLY MEETING: The Authority shall hold a bi-monthly meeting (once every two months) at such time and place as determined by the Authority within the area of operation of authority.

SECTION 2. SPECIAL MEETINGS: The Chair of the Authority or any three members of the Board of Commissioners, when deemed expedient, may call a special meeting of the Authority for the purpose of transacting any business designated in the call.

SECTION 3. OPEN MEETINGS: All of the meetings of the Board of Commissioners shall be open to the public, whether regular or special, in compliance with Utah Open and Public Meetings Act, Title 52, Chapter 4.

SECTION 4. QUORUM: The powers of the Authority shall be vested in the Board of Commissioners. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers, and for all other purposes. When a quorum is in attendance, any action may be taken by the Authority upon a vote of a majority of the Commissioners present.

SECTION 5. ORDER OF BUSINESS: At the monthly meeting of the Authority the following shall be the order of business:

- a. Call to Order
- b. Approval of Minutes
- c. Approval of Expenditures
- d. Formal Actions
- e. Other
- f. Adjournment

All Formal Actions of the Board of Commissioners shall be by Resolution. All Resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority. All other actions or approvals shall be by motion, with a second and a unanimous vote of the Commissioners present.

SECTION 6. MANNER OF VOTING: The voting on all questions coming before the Authority shall be by voice vote, and the yeas and nays shall be entered upon the minutes of such meeting. Election of Chair and Vice Chair may be by voice vote or may be by ballot if requested by one Commissioner.

ARTICLE 4 - AMENDMENTS

AMENDMENTS TO THE BY-LAWS: The By-Laws of the Authority shall be amended only with the approval of at least four of the Commissioners of the Authority.

MYTON CITY HOUSING AUTHORITY

RESOLUTION NO. 2024-3

RESOLUTION BY THE MYTON CITY HOUSING AUTHORITY TO APPROVE THE TERMINATION OF THE HOUSING CHOICE VOUCHER PROGRAM AGREEMENT BETWEEN MCHA AND UINTAH BASIN ASSISTANCE COUNCIL

WHEREAS the Myton City Housing Authority (the “**MCHA**”) has been created and operates pursuant to Utah Code, Title 16, Chapter 6a, Utah Uniform Limited Cooperative Association Act, and its predecessor statutes (the “**Act**”), for the purpose of acting and operating as a charitable organization in providing decent, safe, sanitary, and affordable housing to low and moderate-income families and individuals; and

WHEREAS the MCHA is a housing authority that is registered as a limited purpose entity as defined in Utah Code Ann. § 35A-8-401 and § 67-1a-15; and

WHEREAS under authority of the Act and the Bylaw of MCHA, the Mayor has appointed seven commissioners (“**Commissioners**”) to fill vacancies on the governing board of the MCHA; and

WHEREAS the MCHA is authorized to enter into agreements with nonprofits with similar purposes; and

WHEREAS the MCHA previously executed a Housing Choice Voucher Program Agreement (“**Agreement**”), attached as **Exhibit A**, with Uintah Basin Assistance Council (“**UBAC**”) for UBAC to operate as the housing authority property manager, cooperatively manage the finances and affairs of the MCHA, and to manage the Housing Choice Voucher Program for the United States Department of Housing and Urban Development (HUD); and

WHEREAS the MCHA now desires to terminate that Agreement; and

WHEREAS the MCHA finds the termination of the Agreement in the best interests of the MCHA and those families and individuals in need of decent, safe, sanitary, and affordable housing in Vernal, Myton, and Duchesne.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MYTON CITY HOUSING AUTHORITY AS FOLLOWS:

1. The MCHA, having reviewed the matter, hereby approves the Termination of the Agreement effective immediately.

2. The MCHA authorizes and directs its Chair and Interim Clerk to execute and deliver to UBAC a letter notifying UBAC the Agreement is terminated in substantially the same form as attached as **Exhibit B**.

3. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the governing board of the Myton City Housing Authority
this _____ day of November, 2024.

_____, Chair

Attest:

_____, Interim Clerk

EXHIBIT A

Housing Choice Voucher Program Agreement

Housing Choice Voucher Program

AGREEMENT

This agreement made this 6th day of October, 2010 between Myton City Housing Authority, 125 E. Main Street, P. O. Box 56, Myton, Utah 84052 and Uintah Basin Assistance Council, 992 W. Main Street, Vernal, Utah 84078.

WHEREAS, Myton City Housing Authority is tasked with managing the Housing Choice Voucher Program for the U. S. Housing and Urban Development (HUD) agency; and

WHEREAS, the Uintah Basin Assistance Council is registered with the State of Utah and operates as the housing authority property manager for Uintah and Duchesne Counties; and

WHEREAS, Myton City Housing Authority works cooperatively with the Uintah Basin Assistance Council to manage its finances and affairs;

The parties agree as follows:

1. Monthly, Myton City will pay that amount determined by HUD, through its Financial Management System, to Uintah Basin Assistance Council for administration fees.
2. Monthly, Uintah Basin Assistance Council will be responsible for paying those Myton City Housing Authority expenses related to the operation of the Housing Choice Program. Those expenses include, but are not limited to, payroll and rent, along with a set aside portion to be used to pay for the annual audit.
3. Uintah Basin Assistance Council will also be responsible for the daily oversight and administration of the Housing Choice Voucher Program.

These items are agreed upon by the parties on the date first above mentioned.

Myton City Housing Authority

Uintah Basin Assistance Council

By:


Jolene Daniels, Executive Director

By:

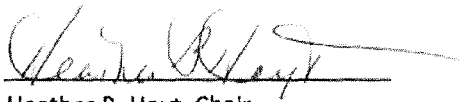

Heather B. Hoyt, Chair

EXHIBIT B

Termination of Housing Choice Voucher Program Agreement



J. CRAIG SMITH
jcsmith@SHutah.law

LISA WATTS BASKIN
lwbaskin@SHutah.law

November 7, 2024

Whitney Hulet Krogue
Ray Quinney
36 South State Street #1400
Salt Lake City, UT 84111
wkrogue@rqn.com

Re: Termination of Agreement

Dear Ms. Krogue:

Smith Hartvigsen PLLC represents Myton City Housing Authority (“MCHA”). As the attorneys for MCHA, we are informing your client, Uintah Basin Assistance Council (“UBAC”), that MCHA is terminating the Housing Choice Voucher Program Agreement (“**Agreement**”) with UBAC, dated October 6, 2010. This Agreement may be terminated at any time with or without cause. The Agreement is attached as **Exhibit A**.

UBAC, under the Executive Director’s supervision, has failed to meet shared responsibilities under the Agreement for “the daily oversight and administration of the Housing Choice Voucher Program” on behalf of MCHA.

Under this mismanagement, UBAC has failed to comply with the specific contract provisions under Paragraphs 2 and 3.

Paragraph 2 reads:

“Monthly, Uintah Basin Assistance Council will be responsible for paying those Myton City Housing Authority expenses related to the operation of the Housing Choice Program. Those expenses include, but are not limited to, payroll and rent, along with a set aside portion to be used to pay for the annual audit.”

UBAC has not properly managed the administration of these expenses and failed to provide minutes, financial records, and accounts subject to monthly or bi-monthly board reviews by UBAC or MCHA.

Paragraph 3 reads:

“Uintah Basin Assistance Council will also be responsible for the daily oversight and administration of the Housing Program.”

To the best of our knowledge, among other problems, UBAC has not processed rental voucher payments in a timely manner, paid outstanding fees and bills, and acted with authorization by UBAC’s Board or MCHA’s Board.

For these reasons, MCHA hereby terminates the Housing Choice Voucher Program Agreement. You are hereby notified that the Agreement and relationship between UBAC and MCHA has been terminated when adopted by Resolution of the Myton City Housing Authority on November 7, 2024.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Watts Baskin".

J. Craig Smith
Lisa Watts Baskin

EXHIBIT A

Housing Choice Voucher Program

AGREEMENT

This agreement made this 6th day of October, 2010 between Myton City Housing Authority, 125 E. Main Street, P. O. Box 56, Myton, Utah 84052 and Uintah Basin Assistance Council, 992 W. Main Street, Vernal, Utah 84078.

WHEREAS, Myton City Housing Authority is tasked with managing the Housing Choice Voucher Program for the U. S. Housing and Urban Development (HUD) agency; and

WHEREAS, the Uintah Basin Assistance Council is registered with the State of Utah and operates as the housing authority property manager for Uintah and Duchesne Counties; and

WHEREAS, Myton City Housing Authority works cooperatively with the Uintah Basin Assistance Council to manage its finances and affairs;

The parties agree as follows:

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2. Monthly, Uintah Basin Assistance Council will be responsible for paying those Myton City Housing Authority expenses related to the operation of the Housing Choice Program. Those expenses include, but are not limited to, payroll and rent, along with a set aside portion to be used to pay for the annual audit.
3. Uintah Basin Assistance Council will also be responsible for the daily oversight and administration of the Housing Choice Voucher Program.

These items are agreed upon by the parties on the date first above mentioned.

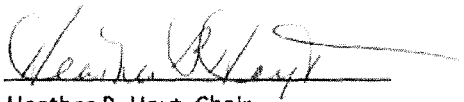
Myton City Housing Authority

Uintah Basin Assistance Council

By:


Jolene Daniels, Executive Director

By:


Heather B. Hoyt, Chair