



PROVO MUNICIPAL COUNCIL

Regular Meeting Agenda

5:30 PM, Tuesday, August 19, 2025

Council Chambers (Room 100)

Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or

<https://www.youtube.com/provocitycouncil>

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil). If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:

To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

August 19 Council Meeting: Dial **346 248 7799**. Enter Meeting ID **818 1280 7773** and press **#**. When asked for a participant ID, press **#**. To join via computer, visit zoom.us and enter the meeting ID and passcode: **936024**.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony

Roll Call

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

1 Provo City Employee of the Month (25-007)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.

Please limit your comments to two minutes.

State Law prohibits the Council from acting on items that do not appear on the agenda.

Action Agenda

- 2 A resolution consenting to board and commission appointments. (25-031)
- 3 A resolution rescinding Resolution 2025-32 and approving the execution of an interlocal cooperation agreement to authorize Provo City's participation in the Utah Valley Home Consortium under HUD's HOME Program for FY 2026–2028 (25-069)
- 4 A resolution accepting an annexation petition for further consideration for approximately 16.67 acres of property generally located at 4505 N Canyon Road (25-083)
- 5 A resolution adopting the 2026 council regular meeting schedule. (25-084)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil

To send comments to the Council or weigh in on current issues, visit OpenCityHall.provo.org.

The next Board of Canvassers will be held on Tuesday, August 26, 2025. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: KNEVES
Presenter: Mayor Kaufusi and Bill Peperone, Director of Development Services
Department: Mayor Office
Requested Meeting Date: 08-19-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-007

SUBJECT: 1 Provo City Employee of the Month (25-007)

RECOMMENDATION: The Provo City Development Services Department has selected an employee who exemplifies our city's standard of Exceptional Care for an Exceptional Community. This outstanding individual will be recognized at the upcoming meeting in August.

BACKGROUND: Each month, a department director within the city nominates an employee who has demonstrated exceptional care for our community. This recognition highlights and celebrates the dedication and commitment of individuals who go above and beyond in their service to Provo City.

FISCAL IMPACT: Employee appreciation and retention

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: Mayor Kaufusi values employees' contributions to building an exceptional community and seeks to honor them publicly.

PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: HWALSTAD
Presenter: Mayor Kaufusi
Department: Mayor Office
Requested Meeting Date: 08-19-2025
Requested Presentation Duration: 5 Minutes
CityView or Issue File Number: 25- 031

SUBJECT: 2 A resolution consenting to board and commission appointments. (25-031)

RECOMMENDATION: A resolution consenting to the reappointment and/or appointment of individuals to various boards and commissions

BACKGROUND: The Mayor will appoint individuals to fill current vacancies on various boards and commissions. These appointments will be presented to the Council for approval.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
Per Provo City Code, the Mayor will make appointments to vacant seats on various boards and commissions to ensure that they meet the requirements.

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION CONSENTING TO BOARD AND COMMISSION
4 APPOINTMENTS. (25-031)

5
6 RECITALS:

7
8 The Mayor desires to appoint or reappoint the individual or individuals named below to
9 the listed Provo City boards and commissions and requests the advice and consent of the
10 Municipal Council;

11
12 On August 19, 2025, the Municipal Council met to consider the facts regarding this
13 matter, which facts are found in the public record of the Council's consideration; and

14
15 After considering the facts presented to the Municipal Council, the Council finds that (i)
16 the proposed action should be approved as described herein, and (ii) such action furthers the
17 health, safety, and general welfare of the citizens of Provo City.

18
19 THEREFORE, the Provo Municipal Council resolves as follows:

20
21 PART I:

22
23 The Municipal Council consents to the following appointment(s) and reappointment(s):

24	25 <u>Board/Commission</u>	26 <u>Appointee</u>
27	Parks and Recreation	Brooke Barnes
28	Parks and Recreation	Doug Gardner
29	Parks and Recreation	Bonnie Morrow
30	Parks and Recreation	Brittany Hyde
31	Parks and Recreation	Dan Mitchell

32
33 For a list of the current members of each board/commission following this appointment,
34 including information about the particular seat filled by the appointee and the expiration date of
35 their term, see the attached exhibit(s).

36
37
38 PART II:

39
40 This resolution takes effect immediately

EXHIBIT _¹
PARKS AND RECREATION BOARD²

Seat	Status	Name	Term Expiration	Appointing Resolution
1	Filled	Brooke Barnes	6/30/2028	Attached
2	Filled	Bonnie Morrow	6/30/2028	2022-30, Attached
3	Filled	Tom Sitake	6/30/2026	2023-25
4	Filled	Brittany Hyde	6/30/2027	2022-46, Attached
5	Filled	William Toutai	6/30/2026	2021-10, 2023-54
6	Filled	Dean Hutchison	6/30/2027	2024-32
7	Filled	Jen Peterson	6/30/2026	2023-25
8	Filled	Dan Mitchell	6/30/2028	2022-35, Attached
9	Filled	Doug Gardner	6/30/2027	2022-03, Attached

¹ This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.

² Governed by PCC 2.38. Three-year staggered terms.

PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: MMCNALLEY
Presenter: Melissa McNalley, Community Grant Administrator
Department: Development Services
Requested Meeting Date: 08-19-2025
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-069

SUBJECT: 3 A resolution rescinding Resolution 2025-32 and approving the execution of an interlocal cooperation agreement to authorize Provo City's participation in the Utah Valley Home Consortium under HUD's HOME Program for FY 2026–2028 (25-069)

RECOMMENDATION: Approve the revised resolution

BACKGROUND: HUD requires additional language in the resolution to participate in the Utah Valley HOME Consortium. The Council heard this item in June and approved the resolution at that time.

FISCAL IMPACT: None

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

Participation in the HOME Consortium allows Provo to access HOME Investment Partnership funds from the Department of Housing and Urban Development. This funding may be used for various housing solutions for low and moderate income households.

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION RESCINDING RESOLUTION 2025-32 AND APPROVING
4 THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO
5 AUTHORIZE PROVO CITY'S PARTICIPATION IN THE UTAH VALLEY
6 HOME CONSORTIUM UNDER THE U.S. DEPARTMENT OF HOUSING
7 AND URBAN DEVELOPMENT'S HOME INVESTMENT PARTNERSHIPS
8 PROGRAM FOR FEDERAL FISCAL YEARS 2026, 2027, 2028. (25-069)
9

10 RECITALS:
11

12 Provo City is proposing to enter into an Interlocal Cooperation Agreement with Orem
13 City, Lehi City, Eagle Mountain, and Utah County to continue participation in the Utah Valley
14 HOME Consortium;
15

16 This agreement allows the Consortium to qualify for and administer U.S. Department of
17 Housing and Urban Development (HUD) funding through the HOME Investment Partnerships
18 Program for federal fiscal years 2026, 2027 and 2028;
19

20 Provo City has participated in the Consortium in previous funding cycles, and continued
21 collaboration ensures ongoing access to federal funds that support affordable housing
22 development and preservation across Utah County;
23

24 On June 17, 2025, the Municipal Council passed Resolution 2025-32, intended to
25 continue Provo City's participation in the Utah Valley HOME Consortium. However, the United
26 States Department of Housing and Urban Development requested additional language be
27 included in the authorizing resolution. Therefore, with this resolution it is proposed that the prior
28 resolution be rescinded, and this new resolution, including the proper language, be passed;
29

30 This resolution authorizes the Mayor to execute the agreement, allowing the Consortium
31 to meet HUD's requirement for funding eligibility and implementation of HOME Program
32 funding during the next three-year period. This resolution also explicitly authorizes automatic
33 renewal of the Interlocal Cooperation Agreement;
34

35 On June 17 and August 19, 2025, the Municipal Council met to consider the facts
36 regarding this matter and receive public comment, which facts and comments are found in the
37 public record of the Council's consideration; and
38

39 After considering the facts presented to the Municipal Council, the Council finds that (i)
40 the proposed action should be approved as described herein, and (ii) such action furthers the
health, safety, and general welfare of the citizens of Provo City.

41
42 THEREFORE, the Provo Municipal Council resolves as follows:
43

44 PART I:
45

46 Resolution 2025-32, attached as Attachment A, is hereby rescinded and replaced in its
47 entirety by this Resolution.
48

49 PART II:
50

51 The Interlocal Cooperation Agreement entitled *HOME Investment Partnerships Program*
52 *Interlocal Cooperation Agreement* (Attachment B), establishing and governing the Utah Valley
53 HOME Consortium for Federal Fiscal Years 2026, 2027 and 2028 is hereby approved. The
54 Mayor is authorized to execute the Agreement on behalf of Provo City.
55

56 PART III:
57

58 The Provo Municipal Council hereby authorizes the automatic renewal of the Utah
59 Valley HOME Consortium Agreement for successive three-year federal fiscal qualification
60 periods, in accordance with the automatic renewal provisions set forth in Section 7.c. of the
61 Consortium Agreement, and as required by the U.S. Department of Housing and Urban
62 Development's HOME Program regulations at 24 C.F.R. § 92.101 and applicable HUD
63 guidance. This authorization shall remain in effect so long as the Consortium Agreement remains
64 in force and until all HOME funds from each applicable qualification period have been fully
65 expended on eligible activities.
66

67 PART IV:
68

69 This resolution takes effect on October 1, 2025.

ATTACHMENT A

ATTACHMENT B

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Utah Valley HOME Consortium

UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM

for **FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

THE AGREEMENT is effective as of October 1, 2025, and is entered into by and between Provo City (hereinafter “Provo”), a municipal corporation of the State of Utah, City of Orem (hereinafter “Orem”), City of Lehi (hereinafter “Lehi”), City of Eagle Mountain (hereinafter “Eagle Mountain”), and Utah County, an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended.

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4079). Title II of this legislation, known as the HOME Investment Partnerships Act (the “Act” or “HOME Program”), authorizes the Secretary of the Department of Housing and Urban Development (“HUD”) to make funds available to participating jurisdictions. These funds are intended to increase the number of families with access to decent, safe, sanitary, and affordable housing while also expanding the long-term supply of affordable housing in accordance with the Act.
- B. The primary objective of the HOME Program include: (1) Expanding the supply of decent, affordable housing for very low-and low-income families; (2) Building state

and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; (4) Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, as well as other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and individuals securing custody of children under the age of 18), and disability, and ensuring fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which individually may not qualify to receive HOME funding, may enter into a cooperation agreement - provided it meets regulatory requirements - to collectively receive a HOME allocation and administer the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City as defined by the Community Development Block Grant (CDBG) Program, is a city that receives a CDBG entitlement grant. Provo, Orem, Lehi, and Eagle Mountain being designated as metropolitan cities, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, as a county that qualifies for and receives a CDBG entitlement grant. An Urban County includes UGLGs that have signed an Interlocal Cooperation Agreement with the Urban County to participate in the CDBG Program. Utah County, being designated as such, is eligible to join a HOME consortium to receive HOME funding.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME Program if the Urban County joins a HOME consortium. Accordingly, if an Urban County joins a HOME consortium, any UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Utah County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes must be included in the HOME Consortium, participating through Utah County.
 2. An UGLG that has chosen not to join the Urban County to participate in the CDBG Program may still choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing this agreement, the UGLG within the Urban County, while not participating in the CDBG Urban County, becomes a member of the HOME Consortium and is eligible to receive Home funding.
- F. Pursuant to the Act and HOME Program regulations, Provo, Orem, Lehi, Eagle Mountain, and Utah County intend to form a consortium that is eligible to receive entitlement grants as a PJ under the Act and must direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with 24 CFR 91.402 all UGLGs that are members of the HOME Consortium must be on the same program year, which runs from July 1st to June 30th for both CDBG and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), a HOME consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME Program carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan ; such member UGLG must hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities, and pursuant to the specific authority granted by the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements for joint or cooperative action. Additionally, one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking that each participating agency is legally authorized to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Utah Valley HOME Consortium** (hereinafter collectively "UVHC" or

“Consortium”; and individually “Consortium Members” or “Members”).

Provo, Orem, Lehi, Eagle Mountain, and Utah County must act jointly as the Consortium for the purposes of applying jointly for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in 24 CFR 92.101, the Consortium’s status must continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, must be submitted to HUD as part of the Consortium’s qualification documentation.
- c. The Consortium must be governed by a Board of Directors (hereinafter “Board”) comprised of representatives from each Consortium Member. Each Consortium Member may have one representative for up to 100,000 residents, with an additional representative for every additional increment for up to 100,000 residents within its jurisdiction.
- d. The Board must provide leadership and have overall management responsibility to direct the Consortium activities. Further, the Board must make appropriate policy assessments and decisions concerning issues including, but not limited

to, those relating to existing and potential HOME projects, programs, activities, and its policies and procedures.

- i. Each party to this Agreement must, within thirty (30) days from the date of execution thereof, appoint its Board of Directors representative(s) as follows:
 - I. The Board representative(s) must be a resident of the jurisdiction he or she represents, and
 - II. The Board representative(s) must be knowledgeable in housing issues, and
 - III. The Board representative(s) must be appointed as otherwise required by local law, and
 - IV. Written notice of appointment, together with a written acceptance of an appointee, must be provided by the Clerk or Recorder of each appointing party to the Provo City Recorder.
- ii. Each of the parties agrees that each member of the Board may cast one vote; and that the passage of any proposal by the Board must require the affirmative vote of a simple majority.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree that Provo City must serve as the Lead Entity and administer the Consortium through the staff of the Development Services Department, CDBG/HOME Division, of Provo City Corporation. Division staff must provide effective leadership, support, and management of the Consortium's required functions.

- b. Provo's HOME Program Administrator, as the Executive Director of the Consortium, must function as a consultant to Board members, providing direction and guidance on HOME regulations and policies, and assisting the Board in the determination of eligible projects and activities. The Executive Director is not a voting member of the Board.
- c. Provo may provide a recording secretary for each meeting who must be responsible for the recording of the meeting and for maintaining pertinent written and audio minutes. The secretary does not serve as an officer on the Board nor is he/she a voting member.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity must be the governmental entity required to execute all grant agreements received from HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity must thereby become and must be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity must be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.
- b. All projects and project applicants must be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements must be eligible to be reviewed for funding recommendations by the Board.

- c. The Lead Entity must utilize a pre-application process providing project assessment, technical assistance, and resource coordination to less experienced applicants.
- d. Threshold criteria developed for each funding round must be developed by the Lead Entity. Such criteria must be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter “Action Plans”) and individual housing elements in each jurisdiction’s master plans.
- e. The Lead Entity, in collaboration with Board members, or their designated representatives, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the jurisdictions’ comprehensive housing plans, Consolidated Plan and Action Plans. The Lead Entity, in collaboration with Board members, may develop appeals process by which proponents of a proposed project either not recommended for funding by the Board or recommended for funding at a lesser amount than requested may appeal to the Board for reconsideration.
- f. The Board must review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdictions’ comprehensive housing plans and/or specific self-directed priority project(s), and criteria established by the Board, including threshold criteria concerning periods of affordability, which may be stricter than those required by HOME regulations, as defined in §92.252(e). The Board must prioritize projects based

on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- g. Consortium Members agree that the recommendations made by the Board must be reviewed for final approval by each Member's legislative body subject to Paragraph 8 of this Agreement and other terms contained in this paragraph. All projects selected by the Board must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, minimum criteria established and self-directed priority projects.
- h. The Lead Entity's program, supervisory and administrative obligations to Consortium Members must be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity must be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- i. The Lead Entity must make all its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- j. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program,

and utilizing legal counsel to represent the Consortium while protecting these interests. Orem, Lehi, Eagle Mountain, and Utah County agree to have Provo City Legal Department staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Provo, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Provo requires Orem, Lehi, Eagle Mountain, and Utah County, and Orem, Lehi, Eagle Mountain, and Utah County require Provo, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Provo's certification under the Fair Housing Act of 1968 (Title VIII), Executive Order 11063 (Equal Opportunity in Housing), and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Provo may not provide HOME funds for activities or support any Member that does not affirmatively further fair housing within its own jurisdiction or activities that impede Provo's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all

required actions to comply with provisions of the National Environmental Policy Act of 1969. Orem, Lehi, Eagle Mountain, and Utah County must readily support the Lead Entity as requested to meet these requirements.

- b. Annual allocation of HOME funds to Consortium Members for self-directed projects must be based upon information listed by HUD's "HOME Consortia Participating Members Percentage Report" posted annually in HUD's HOME Consortia website for the corresponding Fiscal Year. Alternatively, should HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. Consortium Members can self-direct funds by notifying the Board of their jurisdiction funding self-direction recommendations **thirty (30) business days** prior to the Board's final meeting to develop recommendations for funding. Any of the available self-directed funds not allocated by individual Consortium Members will no longer be dedicated to self-direction and will be made available for allocation by the Board. If funds are allocated to a jurisdiction, but not used timely by that jurisdiction, the Board must have the right to re-allocate those funds to other member jurisdictions in whole or in part.
- c. Disputes arising between Consortium Members regarding direction, policy, or procedure must be resolved by the Board. Should the Board be unable to agree upon the resolution, it must be referred to the Legislative bodies of the

Consortium Members for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Paragraph 6 below.

- d. Each Consortium Member is responsible for providing its own pro rata share of matching non-federal funds required by the Act for any HOME funds allocated and accepted for use by that Member.
- e. When conducting their own self-directed projects, Consortium Members must use their own jurisdictions' general funding for expenditures of HOME projects, and subsequently request reimbursement of HOME funds from the Lead Entity. The Lead Entity must review expenditure documentation prior to drawing down HOME funds from the U.S. Treasury and releasing those funds to the Consortium Member.
- f. Program Income. Program income as defined in 24 CFR 92.2, generated by any HOME project must be held by the Lead Entity. Program Income must be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- g. Recaptured Funds. Recaptured funds received from any of the Consortium's homebuyer programs during the period of affordability must be held by the Lead Entity and must be used for eligible activities and in accordance with HOME requirements.
- h. Monitoring. The Lead Entity must be responsible for reviewing the performance of each Subrecipient and Developer at least annually and must continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.

- i. When conducting their own self-directed projects, Consortium Members must provide the Lead Entity with a semi-annual HOME Program activity report of all HOME funded projects. Consortium Members must provide the Lead Entity with semi-annual reports that capture and identify Program Income derived from the funded activities.
- j. Consortium Members must cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- k. Repayments. Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD by the Consortium. When conducting their own self-directed projects, each Consortium Member assumes full responsibility for repayment of HOME expenditures made within its jurisdiction that are disallowed by HUD.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each Consortium Member agrees to affirmatively further fair housing.

EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement must go into effect October 1, 2025 and must continue in full force and effect for the consecutive three Federal Fiscal Years 2026, 2027 and

2028 (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on June 30, 2028, unless HUD revokes the Consortium’s designation as a PJ, or Utah County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement shall remain in effect until the HOME funds received during each federal fiscal years of the Qualification Period are fully expended on eligible activities or returned to HUD, in accordance with the requirements of HOME Notice CPD 13-02, Section III.B(5).

- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
 - i. New members may be added to the Consortium upon consent of a simple majority of the Consortium Board of Directors. When a new member is added, the Agreement will be amended accordingly, and the parties agree to execute such further instruments as may be reasonably required to affect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

6. AUTOMATIC RENEWAL PROVISION.

- a. This Agreement must automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity must notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next Qualification Period and the Lead Entity must send a copy of each notification to the HUD field office.
- b. If a Consortium Member decides not to participate in the Consortium for the next Qualification Period, the Consortium Member must notify the Lead Entity, and the Lead Entity must notify the HUD Field Office, before the beginning of the new Qualification Period.
- c. Before the beginning of each new Qualification Period, the Lead Entity must submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, and the State certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium must adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive Qualification Periods.
- d. The automatic renewal of the Agreement will be void if:

- i. The Lead Entity fails to notify a Consortium Member, or the HUD Field Office as required under this automatic renewal provision; or
- ii. The Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties must each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The respective Legislative bodies of the parties must adopt resolutions authorizing this Agreement, which resolutions must include the authorization of the automatic renewal provision.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto must be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement must be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement may not prevent the remainder from being carried into effect. Whenever the context of any provision must require it, the singular number must be held to include the plural number and vice versa, and the use of any gender must include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective. This Agreement may be modified or amended in writing with the consent of all Consortium Members. However, the Consortium may authorize the Lead Entity to execute certain limited amendments to this Agreement without obtaining the signature of each Consortium Member, provided such amendments are necessary to comply with HUD requirements or are otherwise administrative in nature and do not materially alter the rights or obligations of the Members. Any amendment,

whether by all Members or by the Lead Entity under such authority, shall be in writing and may be subject to prior written approval by the Denver HUD Field Office as required. (See HOME Notice, Section III.B(8).)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

SIGNATURE PAGE FOR **PROVO CITY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 24 day of June, 2025

By: Michelle G. Kaufusi

Michelle G. Kaufusi, Mayor

ATTEST: Heidi Allman

Heidi Allman, City Recorder



ATTORNEY REVIEW

The undersigned, as the authorized attorney of Provo City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with Utah Code 11-13-202. The terms and provisions of the Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

Dated this 25 day of June, 2025

By: Nicholas Mahlostein
Nicholas Mahlostein
Legal Counsel for Provo City

Resolution 2025-32

SHORT TITLE

A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO AUTHORIZE PROVO CITY'S PARTICIPATION IN THE UTAH VALLY HOME CONSORTIUM UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S HOME INVESTMENT PARTNERSHIPS PROGRAM FOR FEDERAL FISCAL YEARS 2026, 2027, 2028. (25-069)

PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	KATRICE MACKAY	✓		
CW 2	GARY GARRETT	✓		
CD 1	CRAIG CHRISTENSEN	✓		
CD 2	GEORGE HANDLEY	✓		
CD 3	BECKY BOGDIN	✓		
CD 4	TRAVIS HOBAN	✓		
CD 5	RACHEL WHIPPLE	✓		
TOTALS		7	0	

This resolution was passed by the Municipal Council of Provo City, on the 17th day of June, 2025, on a roll call vote as described above. Signed this 17th day of June, 2025.



Chair

Resolution 2025-32

CITY RECORDER'S CERTIFICATE AND ATTEST

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to resolution number 2025-32.

This resolution was signed and recorded in the office of the Provo City Recorder on the
18th day of June, 2025.





City Recorder

1 RESOLUTION 2025-32

2
3 A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL
4 COOPERATION AGREEMENT TO AUTHORIZE PROVO CITY'S
5 PARTICIPATION IN THE UTAH VALLY HOME CONSORTIUM UNDER
6 THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S
7 HOME INVESTMENT PARTNERSHIPS PROGRAM FOR FEDERAL FISCAL
8 YEARS 2026, 2027, 2028. (25-069)
9

10 RECITALS:
11

12 Provo City is proposing to enter into an Interlocal Cooperation Agreement with Orem
13 City, Lehi City, Eagle Mountain, and Utah County to continue participation in the Utah Valley
14 HOME Consortium;
15

16 This agreement allows the Consortium to qualify for and administer U.S. Department of
17 Housing and Urban Development (HUD) funding through the HOME Investment Partnerships
18 Program for federal fiscal years 2026, 2027 and 2028;
19

20 Provo City has participated in the Consortium in previous funding cycles, and continued
21 collaboration ensures ongoing access to federal funds that support affordable housing
22 development and preservation across Utah County;
23

24 This resolution authorizes the Mayor to execute the agreement, allowing the Consortium
25 to meet HUD's requirement for funding eligibility and implementation of HOME Program
26 funding during the next three-year period; and
27

28 On June 3 and June 17, 2025, the Municipal Council met to consider the facts regarding
29 this matter and receive public comment, which facts and comments are found in the public
30 record of the Council's consideration; and
31

32 After considering the facts presented to the Municipal Council, the Council finds that (i)
33 the proposed action should be approved as described herein, and (ii) such action furthers the
34 health, safety, and general welfare of the citizens of Provo City.
35

36 THEREFORE, the Provo Municipal Council resolves as follows:
37

38 PART I:
39

40 The Interlocal Cooperation Agreement entitled *HOME Investment Partnerships Program*
41 *Interlocal Cooperation Agreement* (Exhibit A), establishing and governing the Utah Valley
42 HOME Consortium for Federal Fiscal Years 2026, 2027 and 2028, is hereby approved. The
43 Mayor is authorized to execute the Agreement on behalf of Provo City.
44

45 PART II:
46

47 This resolution takes effect immediately.
48

Exhibit A

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Utah Valley HOME Consortium

UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM

for **FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

THE AGREEMENT is effective as of October 1, 2025, and is entered into by and between Provo City (hereinafter “Provo”), a municipal corporation of the State of Utah, City of Orem (hereinafter “Orem”), City of Lehi (hereinafter “Lehi”), City of Eagle Mountain (hereinafter “Eagle Mountain”), and Utah County, an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended.

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4079). Title II of this legislation, known as the HOME Investment Partnerships Act (the “Act” or “HOME Program”), authorizes the Secretary of the Department of Housing and Urban Development (“HUD”) to make funds available to participating jurisdictions. These funds are intended to increase the number of families with access to decent, safe, sanitary, and affordable housing while also expanding the long-term supply of affordable housing in accordance with the Act.
- B. The primary objective of the HOME Program include: (1) Expanding the supply of decent, affordable housing for very low-and low-income families; (2) Building state

and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; (4) Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, as well as other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and individuals securing custody of children under the age of 18), and disability, and ensuring fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which individually may not qualify to receive HOME funding, may enter into a cooperation agreement - provided it meets regulatory requirements - to collectively receive a HOME allocation and administer the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City as defined by the Community Development Block Grant (CDBG) Program, is a city that receives a CDBG entitlement grant. Provo, Orem, Lehi, and Eagle Mountain being designated as metropolitan cities, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, as a county that qualifies for and receives a CDBG entitlement grant. An Urban County includes UGLGs that have signed an Interlocal Cooperation Agreement with the Urban County to participate in the CDBG Program. Utah County, being designated as such, is eligible to join a HOME consortium to receive HOME funding.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME Program if the Urban County joins a HOME consortium. Accordingly, if an Urban County joins a HOME consortium, any UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Utah County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes must be included in the HOME Consortium, participating through Utah County.
 2. An UGLG that has chosen not to join the Urban County to participate in the CDBG Program may still choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing this agreement, the UGLG within the Urban County, while not participating in the CDBG Urban County, becomes a member of the HOME Consortium and is eligible to receive Home funding.
- F. Pursuant to the Act and HOME Program regulations, Provo, Orem, Lehi, Eagle Mountain, and Utah County intend to form a consortium that is eligible to receive entitlement grants as a PJ under the Act and must direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with 24 CFR 91.402 all UGLGs that are members of the HOME Consortium must be on the same program year, which runs from July 1st to June 30th for both CDBG and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), a HOME consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME Program carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan ; such member UGLG must hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities, and pursuant to the specific authority granted by the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements for joint or cooperative action. Additionally, one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking that each participating agency is legally authorized to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Utah Valley HOME Consortium** (hereinafter collectively "UVHC" or

“Consortium”; and individually “Consortium Members” or “Members”).

Provo, Orem, Lehi, Eagle Mountain, and Utah County must act jointly as the Consortium for the purposes of applying jointly for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in 24 CFR 92.101, the Consortium’s status must continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, must be submitted to HUD as part of the Consortium’s qualification documentation.
- c. The Consortium must be governed by a Board of Directors (hereinafter “Board”) comprised of representatives from each Consortium Member. Each Consortium Member may have one representative for up to 100,000 residents, with an additional representative for every additional increment for up to 100,000 residents within its jurisdiction.
- d. The Board must provide leadership and have overall management responsibility to direct the Consortium activities. Further, the Board must make appropriate policy assessments and decisions concerning issues including, but not limited

to, those relating to existing and potential HOME projects, programs, activities, and its policies and procedures.

- i. Each party to this Agreement must, within thirty (30) days from the date of execution thereof, appoint its Board of Directors representative(s) as follows:
 - I. The Board representative(s) must be a resident of the jurisdiction he or she represents, and
 - II. The Board representative(s) must be knowledgeable in housing issues, and
 - III. The Board representative(s) must be appointed as otherwise required by local law, and
 - IV. Written notice of appointment, together with a written acceptance of an appointee, must be provided by the Clerk or Recorder of each appointing party to the Provo City Recorder.
- ii. Each of the parties agrees that each member of the Board may cast one vote; and that the passage of any proposal by the Board must require the affirmative vote of a simple majority.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree that Provo City must serve as the Lead Entity and administer the Consortium through the staff of the Development Services Department, CDBG/HOME Division, of Provo City Corporation. Division staff must provide effective leadership, support, and management of the Consortium's required functions.

- b. Provo's HOME Program Administrator, as the Executive Director of the Consortium, must function as a consultant to Board members, providing direction and guidance on HOME regulations and policies, and assisting the Board in the determination of eligible projects and activities. The Executive Director is not a voting member of the Board.
- c. Provo may provide a recording secretary for each meeting who must be responsible for the recording of the meeting and for maintaining pertinent written and audio minutes. The secretary does not serve as an officer on the Board nor is he/she a voting member.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity must be the governmental entity required to execute all grant agreements received from HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity must thereby become and must be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity must be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.
- b. All projects and project applicants must be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements must be eligible to be reviewed for funding recommendations by the Board.

- c. The Lead Entity must utilize a pre-application process providing project assessment, technical assistance, and resource coordination to less experienced applicants.
- d. Threshold criteria developed for each funding round must be developed by the Lead Entity. Such criteria must be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter “Action Plans”) and individual housing elements in each jurisdiction’s master plans.
- e. The Lead Entity, in collaboration with Board members, or their designated representatives, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the jurisdictions’ comprehensive housing plans, Consolidated Plan and Action Plans. The Lead Entity, in collaboration with Board members, may develop appeals process by which proponents of a proposed project either not recommended for funding by the Board or recommended for funding at a lesser amount than requested may appeal to the Board for reconsideration.
- f. The Board must review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdictions’ comprehensive housing plans and/or specific self-directed priority project(s), and criteria established by the Board, including threshold criteria concerning periods of affordability, which may be stricter than those required by HOME regulations, as defined in §92.252(e). The Board must prioritize projects based

on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- g. Consortium Members agree that the recommendations made by the Board must be reviewed for final approval by each Member's legislative body subject to Paragraph 8 of this Agreement and other terms contained in this paragraph. All projects selected by the Board must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, minimum criteria established and self-directed priority projects.
- h. The Lead Entity's program, supervisory and administrative obligations to Consortium Members must be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity must be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- i. The Lead Entity must make all its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- j. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program,

and utilizing legal counsel to represent the Consortium while protecting these interests. Orem, Lehi, Eagle Mountain, and Utah County agree to have Provo City Legal Department staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Provo, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Provo requires Orem, Lehi, Eagle Mountain, and Utah County, and Orem, Lehi, Eagle Mountain, and Utah County require Provo, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Provo's certification under the Fair Housing Act of 1968 (Title VIII), Executive Order 11063 (Equal Opportunity in Housing), and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Provo may not provide HOME funds for activities or support any Member that does not affirmatively further fair housing within its own jurisdiction or activities that impede Provo's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all

required actions to comply with provisions of the National Environmental Policy Act of 1969. Orem, Lehi, Eagle Mountain, and Utah County must readily support the Lead Entity as requested to meet these requirements.

- b. Annual allocation of HOME funds to Consortium Members for self-directed projects must be based upon information listed by HUD's "HOME Consortia Participating Members Percentage Report" posted annually in HUD's HOME Consortia website for the corresponding Fiscal Year. Alternatively, should HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. Consortium Members can self-direct funds by notifying the Board of their jurisdiction funding self-direction recommendations **thirty (30) business days** prior to the Board's final meeting to develop recommendations for funding. Any of the available self-directed funds not allocated by individual Consortium Members will no longer be dedicated to self-direction and will be made available for allocation by the Board. If funds are allocated to a jurisdiction, but not used timely by that jurisdiction, the Board must have the right to re-allocate those funds to other member jurisdictions in whole or in part.
- c. Disputes arising between Consortium Members regarding direction, policy, or procedure must be resolved by the Board. Should the Board be unable to agree upon the resolution, it must be referred to the Legislative bodies of the

Consortium Members for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Paragraph 6 below.

- d. Each Consortium Member is responsible for providing its own pro rata share of matching non-federal funds required by the Act for any HOME funds allocated and accepted for use by that Member.
- e. When conducting their own self-directed projects, Consortium Members must use their own jurisdictions' general funding for expenditures of HOME projects, and subsequently request reimbursement of HOME funds from the Lead Entity. The Lead Entity must review expenditure documentation prior to drawing down HOME funds from the U.S. Treasury and releasing those funds to the Consortium Member.
- f. Program Income. Program income as defined in 24 CFR 92.2, generated by any HOME project must be held by the Lead Entity. Program Income must be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- g. Recaptured Funds. Recaptured funds received from any of the Consortium's homebuyer programs during the period of affordability must be held by the Lead Entity and must be used for eligible activities and in accordance with HOME requirements.
- h. Monitoring. The Lead Entity must be responsible for reviewing the performance of each Subrecipient and Developer at least annually and must continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.

- i. When conducting their own self-directed projects, Consortium Members must provide the Lead Entity with a semi-annual HOME Program activity report of all HOME funded projects. Consortium Members must provide the Lead Entity with semi-annual reports that capture and identify Program Income derived from the funded activities.
- j. Consortium Members must cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- k. Repayments. Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD by the Consortium. When conducting their own self-directed projects, each Consortium Member assumes full responsibility for repayment of HOME expenditures made within its jurisdiction that are disallowed by HUD.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each Consortium Member agrees to affirmatively further fair housing.

EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement must go into effect October 1, 2025 and must continue in full force and effect for the consecutive three Federal Fiscal Years 2026, 2027 and

2028 (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on June 30, 2028, unless HUD revokes the Consortium’s designation as a PJ, or Utah County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement shall remain in effect until the HOME funds received during each federal fiscal years of the Qualification Period are fully expended on eligible activities or returned to HUD, in accordance with the requirements of HOME Notice CPD 13-02, Section III.B(5).

- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
 - i. New members may be added to the Consortium upon consent of a simple majority of the Consortium Board of Directors. When a new member is added, the Agreement will be amended accordingly, and the parties agree to execute such further instruments as may be reasonably required to affect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

6. AUTOMATIC RENEWAL PROVISION.

- a. This Agreement must automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity must notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next Qualification Period and the Lead Entity must send a copy of each notification to the HUD field office.
- b. If a Consortium Member decides not to participate in the Consortium for the next Qualification Period, the Consortium Member must notify the Lead Entity, and the Lead Entity must notify the HUD Field Office, before the beginning of the new Qualification Period.
- c. Before the beginning of each new Qualification Period, the Lead Entity must submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, and the State certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium must adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive Qualification Periods.
- d. The automatic renewal of the Agreement will be void if:

- i. The Lead Entity fails to notify a Consortium Member, or the HUD Field Office as required under this automatic renewal provision; or
- ii. The Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties must each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The respective Legislative bodies of the parties must adopt resolutions authorizing this Agreement, which resolutions must include the authorization of the automatic renewal provision.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto must be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement must be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement may not prevent the remainder from being carried into effect. Whenever the context of any provision must require it, the singular number must be held to include the plural number and vice versa, and the use of any gender must include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective. This Agreement may be modified or amended in writing with the consent of all Consortium Members. However, the Consortium may authorize the Lead Entity to execute certain limited amendments to this Agreement without obtaining the signature of each Consortium Member, provided such amendments are necessary to comply with HUD requirements or are otherwise administrative in nature and do not materially alter the rights or obligations of the Members. Any amendment,

whether by all Members or by the Lead Entity under such authority, shall be in writing and may be subject to prior written approval by the Denver HUD Field Office as required. (See HOME Notice, Section III.B(8).)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

**SIGNATURE PAGE FOR PROVO CITY
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

Approved this _____ day of _____, 2025

By: _____

Michelle G. Kaufusi, Mayor

ATTEST: _____

Heidi Allman, City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Provo City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with Utah Code 11-13-202. The terms and provisions of the Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Provo City

SIGNATURE PAGE FOR **CITY of OREM**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

David Young, Mayor

ATTEST: _____

Orem City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Orem, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Orem City

**SIGNATURE PAGE FOR CITY of LEHI
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

Approved this _____ day of _____, 2025

By: _____

Mark Johnson, Mayor

ATTEST: _____

Lehi City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Lehi, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Lehi City

SIGNATURE PAGE FOR **CITY of EAGLE MOUNTAIN**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

By: _____

Tom Westmoreland, Mayor

ATTEST: _____

Eagle Mountain City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Eagle Mountain, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Legal Counsel for Eagle Mountain

SIGNATURE PAGE FOR **UTAH COUNTY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____

Brandon Gordon, Chair

ATTEST: _____

Utah County Clerk/Auditor

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this _____ day of _____, 2025

By: _____

Utah County Attorney

PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: HALLMAN
Presenter: Jessica Dahneke, City Planner
Department: Recorder
Requested Meeting Date: 08-19-2025
Requested Presentation Duration: 10 minutes
CityView or Issue File Number: 25-083

SUBJECT: 4 A resolution accepting an annexation petition for further consideration for approximately 16.67 acres of property generally located at 4505 N Canyon Road (25-083)

RECOMMENDATION: Receive direction from the Municipal Council regarding the annexation petition.

BACKGROUND: Development Services received the Notice of Annexation Petition on August 13. Per Utah Code 10-2-405, the Municipal Council must accept or deny the annexation for further consideration.

FISCAL IMPACT: Increased property tax revenue.

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:
The area's inclusion into city boundaries will allow for coordinated land use planning, infrastructure development, and service provision, ensuring growth occurs in a sustainable and orderly manner.

1 RESOLUTION 2025-

2
3 A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR
4 FURTHER CONSIDERATION FOR APPROXIMATELY 16.67 ACRES OF
5 PROPERTY GENERALLY LOCATED AT 4505 N CANYON ROAD (25-083)
6

7 RECITALS:
8

9 On August 19, 2025, the Municipal Council met to consider the facts regarding this
10 matter and receive public comment, which facts and comments are found in the public record of
11 the Council's consideration;
12

13 The Municipal Council has received a petition to annex approximately 16.67 acres of
14 property generally located at 4505 N Canyon Road into Provo City as shown in the attached
15 Exhibit A;
16

17 Pursuant to Utah Code 10-2-405, the Municipal Council may accept or deny the petition
18 for further consideration;
19

20 If within fourteen days of the receipt of the annexation petition by the City Recorder the
21 Municipal Council fails to affirmatively accept or deny the petition, it is considered to have been
22 accepted for further consideration pursuant to Utah Code;
23

24 Per the Provo City General Plan, Appendix C: Annexation Map and Policies, the property
25 is within Annexation Policy Area #7; and
26

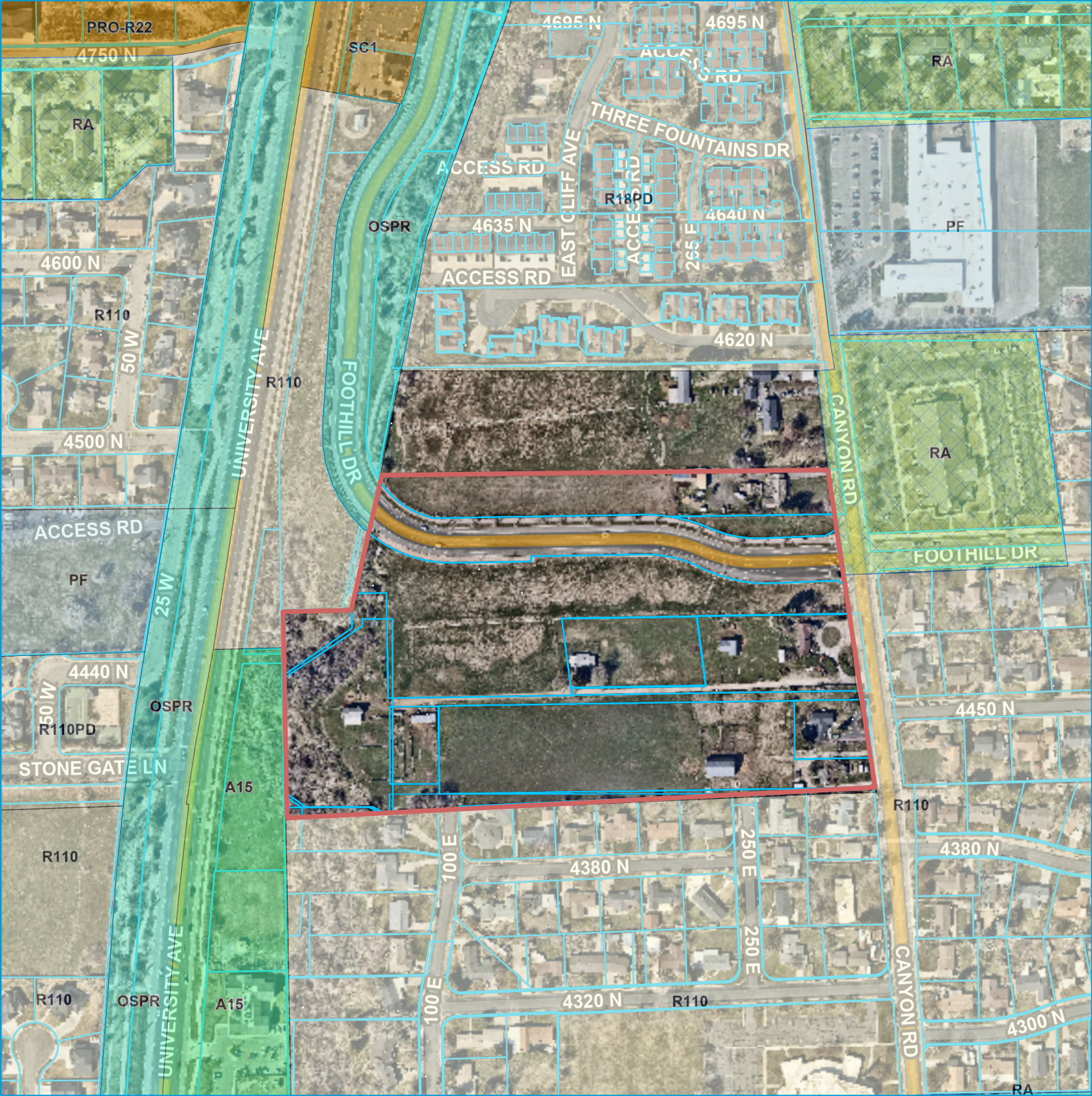
27 After considering the facts presented to the Municipal Council, the Council finds that (i)
28 the proposed action should be approved as described herein, and (ii) such action furthers the
29 health, safety, and general welfare of the citizens of Provo City.
30

31 THEREFORE, the Provo Municipal Council resolves as follows:
32

33 PART I:
34

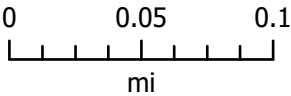
35 The Municipal Council hereby accepts for further consideration, in accordance with the
36 process set forth in state law and local ordinance, the petition to annex approximately 16.67 acres
37 of land.
38
39

4505 Canyon Rd Annexation Image



Date: 8/13/2025

This map is for graphical representation only and not for construction or defining feature locations.





CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	100.00	155.50	47.34°	100.00	S 54° 57' 34" E
C2	200.00	311.00	94.68°	200.00	S 54° 57' 34" E
C3	500.00	777.50	236.70°	500.00	S 54° 57' 34" E

LINE TABLE

LINE	LENGTH	BEARING
1	100.00	S 54° 57' 34" E
2	100.00	S 54° 57' 34" E
3	100.00	S 54° 57' 34" E



COUNTY SURVEYOR'S CERTIFICATE
 THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT PURSUANT TO UTAH CODE ANN. § 17-2A-29 AS AMENDED.

COUNTY SURVEYOR _____ DATE _____

SURVEYOR'S CERTIFICATE

I, AMRON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6416780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF PROVO CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE _____ SURVEYOR'S NAME _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°01'17" EAST ALONG SECTION LINE 1221.11 FEET AND NORTH 89°01'17" EAST FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 13 EAST, 34 T. 1 LINE 36R AND MERIDIAN;
 THENCE SOUTH 89°25'01" WEST ALONG THE STEWARTS MONTA VISTA ANNEXATION A DISTANCE OF 126.30 FEET; THENCE NORTH 0°44'12" WEST ALONG THE LOOSE ADDITION A DISTANCE OF 306.61 FEET; THENCE NORTH 1°04'12" WEST 8.76 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF NORTHEAST ACRES THE FOLLOWING THREE COURSES AND DISTANCES: 1. NORTH 8°04'12" WEST 81.72 FEET; 2. NORTH 89°12'01" EAST 38.15 FEET; 3. NORTH 11°12'01" EAST 203.81 FEET; THENCE ALONG THE NORTHEASTLY RIGHT-OF-WAY OF Foothill Drive THE FOLLOWING SIX COURSES AND DISTANCES: 1. 46.00 THE ARC OF A 100.00 FOOT RADIUS; 2. NORTH 89°12'01" EAST 38.15 FEET; 3. NORTH 11°12'01" EAST 203.81 FEET; 4. 46.00 THE ARC OF A 100.00 FOOT RADIUS; 5. NORTH 89°12'01" EAST 38.15 FEET; 6. NORTH 11°12'01" EAST 203.81 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF THE EDGEMONT ADDITION NO. 26 TO PROVO CITY THE FOLLOWING TWO COURSES AND DISTANCES: 1. SOUTH 89°01'17" EAST 1221.11 FEET; 2. EAST 126.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.475 ACRES, MORE OR LESS.
 BASED ON BEARING: UTAH STATE PLANNING COORDINATE SYSTEM NAD 83, CONTINENTAL 2011.

ACCEPTANCE BY MAYOR

THIS IS TO CERTIFY THAT MICHELLE KAUFMAN HAS RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF PROVO AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1979) 10-1-104 AS REVISED AND THAT I HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREINAFTER AS THE EDGEMONT ADDITION NO. 26 TO PROVO CITY.

DATED THIS _____ DAY OF _____ A.D. _____

MAYOR _____ ATTEST _____ CHAIRMAN RECORDER _____

FINAL LOCAL ENTITY PLAT
EDGEMONT ADDITION NO. 26
TO PROVO CITY
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 8 NORTH, RANGE 13 EAST, 34 T. 1 LINE 36R AND MERIDIAN
 PROVO CITY, UTAH COUNTY, UTAH
 SCALE: 1" = 60 FEET

10/10/2024	10/10/2024	10/10/2024
------------	------------	------------

PROVO CITY ANNEXATION PETITION

The undersigned, being a majority of the owners of real property and the owners of not less than $\frac{1}{3}$ in value of real property as shown by the last assessment rolls situated in the territory lying contiguous to the present corporate limits of Provo City, Utah, as described on the plat attached hereto and made part thereof as exhibit 'A', are desirous of having said property annexed to Provo City, Utah, and hereby petition the Municipal Council of Provo City, Utah, to annex the said territory to Provo City, Utah, in accordance with Chapter 10-2, Utah Code, as amended.

Signature

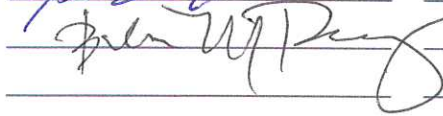
Printed Name

Property Address



ALEX GROW

4435 N CANYON RD



Blake Roney

3187 N. Foothill dr.

This petition form may be duplicated as necessary to accommodate additional signatures.

Return petition forms to the Provo City Recorder and provide copies to the Provo City Community Development Department at the time an annexation application is made along with a certified plat of the property that has been signed by a licensed surveyor or engineer.

ANNEXATION PETITION SPONSORS

Utah Code requires that up to five of the signers of the petition are designated as sponsors, one of whom shall be designated as the contact sponsor. Please indicate the mailing address of each sponsor.

Name

Mailing Address

Contact Sponsor

George Bills

724 No 1850 West Provo, UT 84601

Sponsor

Sponsor

Sponsor

Sponsor

PROVO MUNICIPAL COUNCIL COUNCIL MEETING STAFF REPORT



Submitter: JUHARRISON
Presenter: Justin Harrison, Council Executive Director
Department: Council
Requested Meeting Date:
Requested Presentation Duration: 5 minutes
CityView or Issue File Number: 25-084

SUBJECT: 5 A resolution adopting the 2026 council regular meeting schedule. (25-084)

RECOMMENDATION: Approve the resolution

BACKGROUND: Each year, the Council must formally adopt the meeting schedule for the coming year and post the approved schedule in accordance with state law.

FISCAL IMPACT: N/A

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION ADOPTING THE 2026 COUNCIL REGULAR MEETING
4 SCHEDULE. (25-084)

5
6 RECITALS:

7
8 Utah Code Section 52-4-202(2) requires that at least once each year the Municipal
9 Council give public notice of the Council's regular meetings that are scheduled in advance over
10 the course of a year;

11
12 A proposed regular meeting schedule specifying the date, time, and place of regular
13 Municipal Council meetings scheduled for the year 2026 is attached hereto as Exhibit A;

14
15 On August 19, 2025, the Municipal Council met to consider the facts regarding this
16 matter and receive public comment, which facts and comments are found in the public record of
17 the Council's consideration; and

18
19 After considering the facts presented to the Municipal Council, the Council finds that (i)
20 attached 2026 regular meeting schedule should be approved as described herein, and (ii) such
21 action furthers the health, safety, and general welfare of the citizens of Provo City.

22
23 THEREFORE, the Provo Municipal Council resolves as follows:

24
25 PART I:

26
27 The 2026 regular meeting schedule is approved as shown in the attached Exhibit A.

28
29 Public notice of the meeting schedule will be given as provided in Utah Code Section 52-
30 4-202(3).

31
32 PART II:

33
34 This resolution takes effect immediately.

Exhibit A

PROVO MUNICIPAL COUNCIL

2026 Regular Meeting Schedule

Month	Day		Month	Day	
January	6	Budget Priorities Meeting	July	7	Special Meeting as needed
January	13	Work & Council Meeting	July	14	Work & Council Meeting
January	20	Special Meeting as needed	July	21	Special Meeting as needed
January	27	Work & Council Meeting	July	28	Special Meeting as needed
February	3	Budget Priorities Meeting	August	4	Special Meeting as needed
February	10	Work & Council Meeting	August	11	Work & Council Meeting
February	17	Special Meeting as needed	August	18	Special Meeting as needed
February	24	Work & Council Meeting	August	25	Work & Council Meeting
March	3	Special Meeting as needed	September	1	Special Meeting as needed
March	10	Work & Council Meeting	September	8	Work & Council Meeting
March	17	Special Meeting as needed	September	15	Special Meeting as needed
March	24	Work & Council Meeting	September	22	Work & Council Meeting
March	31		September	29	Special Meeting as needed
April	7	Special Meeting as needed	October	6	Work & Council Meeting
April	14	Work & Council Meeting	October	13	Special Meeting as needed
April	21	Special Meeting as needed	October	20	Work & Council Meeting
April	28	Work & Council Meeting	October	27	Special Meeting as needed
May	5	Council Meeting – Tentative Budget	November	3	Work & Council Meeting
May	12	Work & Council Meeting	November	10	Special Meeting as needed
May	19	Special Meeting as needed	November	17	Work & Council Meeting
May	26	Work & Council Meeting	November	24	Special Meeting as needed
June	2	Special Meeting as needed	December	1	Work & Council Meeting
June	9	Work & Council Meeting	December	8	Special Meeting as needed
June	16	Special Meeting as needed	December	15	Work & Council Meeting
June	23	Work & Council Meeting	December	22	Special Meeting as needed
June	30	Special Meeting as needed	December	29	Special Meeting as needed

The 2026 Municipal Council will meet according to the calendar above. Council Meetings begin at 5:30 PM, unless otherwise noticed. Work meeting times vary and will be noticed. Regular meetings are held in the Municipal Council Chambers at 445 West Center Street, Provo, UT. Special Meetings may be used for Work and/or Council Meetings or Joint Meetings at the discretion of the Municipal Council Chair upon proper notice. Only an Emergency meeting will be held with less than 24 hours notice in advance, in compliance with Utah State Law.

Council Meeting Agendas are usually available Thursday prior to Council meetings. Council agendas, meeting minutes, and past meeting materials can be found online at <http://agendas.provo.org>. Council Meetings are noticed through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/>.