



**CITY OF KEARNS  
COUNCIL MEETING AGENDA  
May 11, 2026**

Element Event Center  
5658 Cougar Lane  
Kearns, UT 84118

**PUBLIC NOTICE IS HEREBY GIVEN** that the Kearns City Council will hold a meeting on the **11<sup>th</sup> day of May 2026** to begin immediately following the Kearns Community Reinvestment Agency (CRA) Meeting that begins at 6:00 p.m., in the North Ballroom of the Element Event Center, located at 5658 Cougar Ln., Kearns, Utah 84118 as follows:

***\*\*Portions of the meeting may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.***

**PUBLIC MEETING**

- 1. CALL TO ORDER**
- 2. DETERMINE QUORUM**
- 3. PLEDGE OF ALLEGIANCE**
- 4. VISITING OFFICIALS**

**5. CITIZEN PUBLIC INPUT (*Limited to 3 Minutes Per Person*)**

Any person wishing to comment on any item not otherwise scheduled for a public hearing on this evening's agenda should **fill out a "comment card" located at the entrance**. Those signing up to speak will be called up to speak by the Mayor. Those invited forward shall step-up to the microphone and give both their name and address for the record. Public comment is limited to three (3) minutes per person.

For those unable to attend in person, members of the public may submit public comments prior to the meeting for the City Council to consider. Please send those to the City Recorder, Diana Baun, at [dbaun@msd.utah.gov](mailto:dbaun@msd.utah.gov) **before 3:00 PM on the date of the meeting**.

**ORDER OF BUSINESS:**

**6. CONSENT AGENDA**

- A. Approval of City Council Meeting Minutes
  - a. April 13, 2026 City Council Meeting

**7. WORKSHOP (Discussion only) - None**

**8. PRESENTATION ITEMS**

- A. Council Presentation – *Carlos Moreno, County Council*
- B. Lobbying Updates – *Kory Holdaway, KMH Consulting*
- C. City Code Restatement Project Updates – *Nathan Bracken, City Attorney*

**9. COUNCIL BUSINESS – ACTION ITEMS (Discussion/Motion)**

- A. Presentation of the Kearns Quarterly Financial Reports – *Daniel Hoffman, Accounting Manager*
- B. Discussion and Potential Approval of **Resolution R2026-13**, Adopting the City of Kearns 2026-2027 Tentative Budget – *Daniel Hoffman, Accounting Manager*
- C. Discussion and Potential Action Regarding a Facility Use Agreement, Allowing the Use of Local Facilities by the City of Kearns During an Emergency - *Nathan Bracken, City Attorney*

- D. Discussion Regarding Use of \$125,000 from UPD Kearns Fund Balance and Applying it towards their 2026-2027 Budget – **Chief Levi Hughes, Unified Police Department**
- E. Discussion Regarding Addition of a New Traffic Car to Kearns Precinct Using the MET Tax, and Commitment to Funding that Traffic Car for the Foreseeable Future, Beginning July 1, 2026 – **Chief Levi Hughes, Unified Police Department**
- F. Discussion Regarding the Allotment of the City’s “Beer Tax” Funds to the My Kearns Coalition, and Support from the City Through a Letter of Support to Help the My Kearns Coalition Obtain the Healthy Kearns Designation – **Chief Levi Hughes, Unified Police Department**
- G. Discussion and Potential Approval of **Ordinance 2026-O-04**, Enacting the Community Clean Energy Program – **Council Member Chrystal Butterfield**
- H. Discussion and Potential Action Regarding Assignment of a Council Member to the Kearns Community Committee – **Mayor Jesse Valdez**
- I. Discussion and Potential Action Regarding **Resolution R2026-12**, Appointing Members to the Kearns Community Committee – **Mayor Jesse Valdez**
- J. Discussion and Potential Action Regarding Description of a Contract Community Impact Coordinator – **Mayor Jesse Valdez**
- K. Discussion and Potential Action Regarding Description of a Contract Freelance Visual Storyteller – **Mayor Jesse Valdez**
- L. Discussion and Potential Action Regarding Description of a Contract IT Services Provider - **Mayor Jesse Valdez**

**10. STAKEHOLDER REPORTS**

- A. Unified Fire Authority – **Chief Tyler Lintz**
- B. Unified Police Department – **Chief Levi Hughes**

**11. FUTURE AGENDA ITEMS**

**12. CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205**

- A. Discussion of the character, professional competence or physical or mental health of an individual
- B. Strategy sessions to discuss pending or reasonably imminent litigation
- C. **Strategy sessions to discuss the purchase, exchange, or lease of real property**
- D. Discussion regarding deployment of security personnel, devices, or systems; and/or
- E. Other lawful purposes as listed in Utah Code §52-4-205

**13. ADJOURN**

**View the Kearns City Council Meeting LIVE on YouTube or at a later date by clicking the link below:**

**[youtube.com/@KearnsCity](https://www.youtube.com/@KearnsCity)**

**When: May 11, 2026, 06:00 PM Mountain Time (US and Canada)**

Upon request with three (3) working days’ notice, the Greater Salt Lake Municipal Services District, in support of the City of Kearns, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 377-9466 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: Kearns City website at <https://kearns.utah.gov/> and the Utah Public Notice Website at <https://www.utah.gov/pmnn/>. Pursuant to State Law and Kearns Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code § 52-4-205, parts of meetings may be closed for reasons allowed by statute.

**POSTED ON: May 9, 2026**

**KEARNS CITY COUNCIL**

ORDINANCE NO. 2026-O-04

DATE: May 11, 2026

**AN ORDINANCE OF CITY OF KEARNS CITY COUNCIL ENACTING CHAPTER 9.97 OF THE KEARNS MUNICIPAL CODE TO ESTABLISH A COMMUNITY CLEAN ENERGY PROGRAM**

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 (“**Act**”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “**Community Clean Energy Act**” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission (“**Commission**”) to establish a program (“**Program**”) whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county (“**Community**”) in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility (“**Utility Agreement**”):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community’s customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the Commission’s order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“**Rules**”); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement (“**Governance Agreement**”) with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Rules, Kearns entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“**Governance Agreement**”), thereby becoming a member of the Community Renewable Energy Agency (“**Agency**”), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, on November 13, 2023, Kearns executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“**Commission Order**”) approving the Program; and

WHEREAS, as contemplated in the Act, the Kearns City Council (“**Council**”) desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, Kearns municipal government is responsible to promote the public health and safety of its residents, including access to clean air, clean water and a livable environment; and

WHEREAS, the Council finds that energy sources utilized by and within Kearns therefore can impact public health, safety and welfare; and

WHEREAS, Kearns and its residents identified environmental sustainability as a pillar through the *Kearns – Tomorrow Together Vision & Strategic Action Plan*, which included embracing renewable energy; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Kearns and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, the Council believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Council met in regular session on April 13<sup>th</sup>, 2026, to among other things, consider adopting the Program on behalf of Kearns’s electric customers.

**NOW, THEREFORE, BE IT ORDAINED** by the Kearns City Council that:

1. Adoption. Kearns Municipal Code, Chapter 9.77 Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Recorder (the “**Community Clean Energy Program Ordinance**”).

2. Savings Clause. In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

3. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date. This Ordinance shall take effect immediately upon its posting.

ADOPTED AND APPROVED at a duly called meeting of the Kearns Council on this 11<sup>th</sup> day of May 2026.

CITY OF KEARNS

\_\_\_\_\_  
By: Jesse Valdez, Mayor

ATTEST:

\_\_\_\_\_  
Diana Baun, City Recorder

VOTING:

Mayor Valdez \_\_\_\_\_  
Council Member Colby \_\_\_\_\_  
Council Member Butterfield \_\_\_\_\_  
Council Member Longtin \_\_\_\_\_  
Council Member Schaeffer \_\_\_\_\_

*(Complete as Applicable)*  
Date ordinance summary was published on the Utah Public Notice Website per Utah Code §10-3-711:  
\_\_\_\_\_  
Effective date of ordinance: \_\_\_\_\_

**SUMMARY OF  
CITY OF KEARNS  
ORDINANCE NO. 2026-O-04**

On May 11, 2026, the Kearns City Council adopted Ordinance No. 2026-O-04 to enact Chapter 9.77 of the Kearns Municipal Code to establish a Community Clean Energy Program.

CITY OF KEARNS

\_\_\_\_\_  
By: Jesse Valdez, Mayor

ATTEST:

\_\_\_\_\_  
Diana Baun  
City Recorder

VOTING:

Mayor Valdez \_\_\_\_\_  
Council Member Colby \_\_\_\_\_  
Council Member Butterfield \_\_\_\_\_  
Council Member Longtin \_\_\_\_\_  
Council Member Schaeffer \_\_\_\_\_

A complete copy of Ordinance No. 2026-O-04 is available in the office of the Kearns City Recorder, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

## EXHIBIT A

### CHAPTER 9.77

#### COMMUNITY CLEAN ENERGY PROGRAM

##### **9.77.010 City Participation in Community Clean Energy Program**

A. The City hereby establishes its participation in the Community Clean Energy Program (“Program”) as approved by the Public Service Commission of Utah (“Commission”).

B. On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 (“Commission Order”) approving the Program. The Commission Order is on file with the Commission. The Program’s rates, Rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent Rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule or order adopted by the Commission shall govern.

C. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of the City, including all residential, commercial, and industrial customers, are eligible to participate in the Program (“Eligible Customer”). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

D. The Program shall be implemented on the date that RMP sends out the first Notices identified in Section 9.77.020, below (“Program Implementation Date”). Eligible Customers shall be enrolled in the Program if they receive the Notices and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Rules, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer (“Customer Commencement Date”), as set forth in the Rules.

##### **9.77.020 Customer Participation in Program**

A. Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the Customer Commencement Date.

B. As set forth in the Act and the Rules before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the “Notices”) containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

C. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills to each Eligible Customer within the City, no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills to each Eligible Customer within the City, at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

3. Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. An Eligible Customer located within the City that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

E. Customers enrolled in the Program may exit the Program by giving notice to Rocky Mountain Power.

### **9.77.030 Termination Fees**

A. If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. A Termination Fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the “Cancellation Period” applicable to that customer, as defined in the Rules.
2. Any customer that ceases to be an electric customer of Rocky Mountain Power;
3. Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;
4. Any customer that seeks protection through bankruptcy proceedings; or
5. Any customer enrolled in Schedule 3 bill assistance (“Low-Income Lifeline Program”).

**9.77.040 Acquisition of Clean Energy Resources**

- A. For purposes of this section, “clean energy resource” shall have the definition set forth in the Act.
- B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.
- C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.
- D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission’s determination regarding cost recovery may affect Program rates.

**9.77.050 Program Rates and Rate Adjustment Filings**

- A. Program rates will be determined by the Commission.
- B. The initial Program rates were determined by the Commission in the Commission Order.
- C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

**9.77.060 Utility Billing for Participating Customers**

- A. Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:
  1. Include information in its monthly bills to participating customers identifying the Program cost; and

2. Provide notice to participating customers of any change in rates for participation in the Program.

**9.77.070 City Participation in Program**

A. Through its membership in the Community Renewable Energy Agency, the City participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

B. Consistent with Utah Code § 54-17-903(2)(a), the City entered into an agreement with Rocky Mountain Power (“RMP”) regarding the facilitation of the Program (“Utility Agreement”). Pursuant to the Utility Agreement, the City:

1. Shall pay for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission;
2. Shall pay its proportional costs associated with RMP providing the Notices to the City’s customers as discussed in 19.77.020, above;
3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by the City; and
4. There shall be no initially proposed “Replaced Asset” as that term is defined by Utah Code § 54-17-902(15).

C. The City has already approved the appropriation of funds and has already paid those funds to the Agency for the Agency to make payments for the costs of third-party expertise contracted for in connection with the Program’s development and initial approval by the Commission pursuant to the Governance Agreement.

D. The City has approved the appropriation of funds to pay its proportional costs associated with RMP providing the Notices to the City’s customers as discussed in Section 19.97.020, above.

E. The City shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that the City may bear as a utility customer that participates in the Program, if applicable.



**UTAH**  
**RENEWABLE**  
**COMMUNITIES**

100% Committed to Clean Energy

# **Information briefing: Community Clean Energy Program approval**

## **Discussion and consideration of Ordinance [name/number] Enacting the Community Clean Energy Program**

[Date] [Presenter(s)]

# Outline



- Refresher: what is the Community Clean Energy Program?
- PSC order approving the program and program rates
- Anticipated timeline
- Program ordinance
  - Ordinance details: what does it do?
  - Discussion and consideration of ordinance

*The 19 communities involved in this effort adopted “Utah Renewable Communities” (URC) as an informal name for this work. It should be noted that the formal name of the program is the Community Clean Energy Program.*

*The two terms will be used interchangeably in this presentation.*

# About the URC program

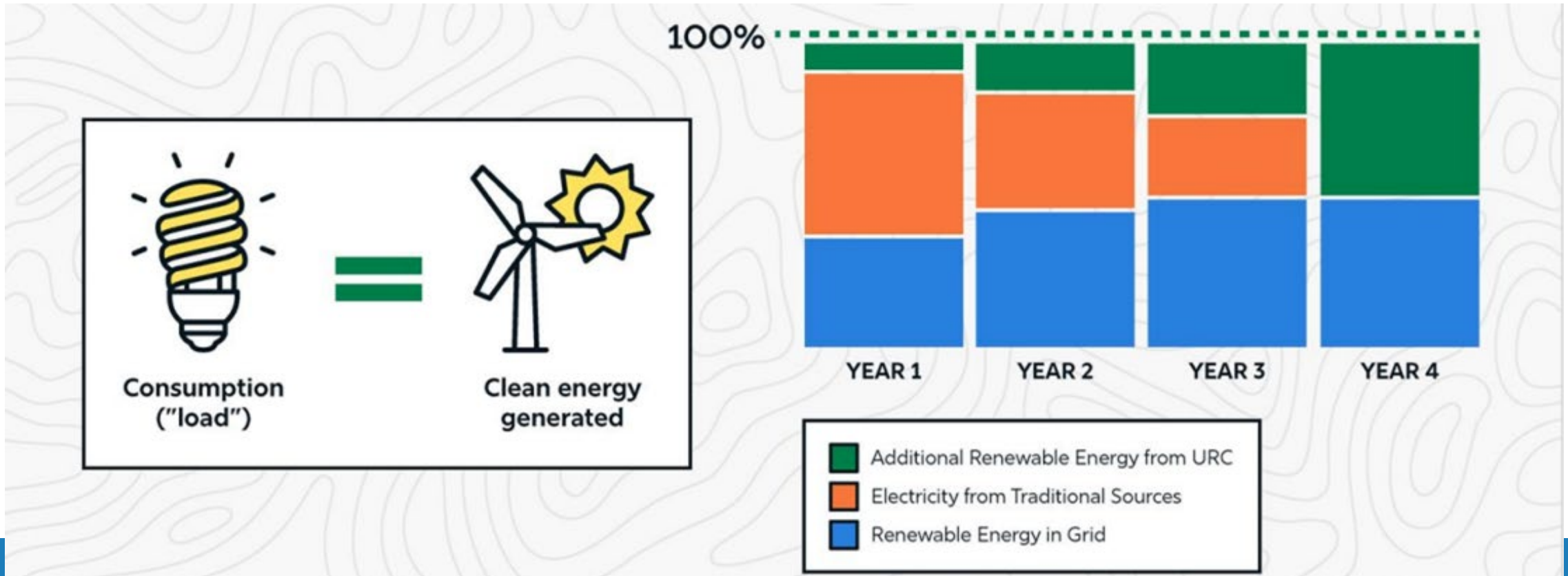


- The Community Clean Energy Program is a brand new program giving Utahns the ability to choose clean, reliable, affordable clean energy through Rocky Mountain Power (RMP)
- The Community Clean Energy Program was designed through a partnership between RMP and the Community Renewable Energy Agency (aka the URC, of which we are a member), and in March 2026, the program was approved by the Utah Public Service Commission (PSC)
- If we adopt the program, all eligible RMP customers in our community will have a new option for choosing clean energy through their power bill
- By investing in clean energy, URC will help meet Utah's growing energy needs while keeping power reliable and air cleaner for generations

# Driving clean energy development

## Goals

- Drive the development of clean energy while keeping the program affordable and accessible
- Build enough program resources to match the amount of electricity used annually by participants



# Renewable options comparison

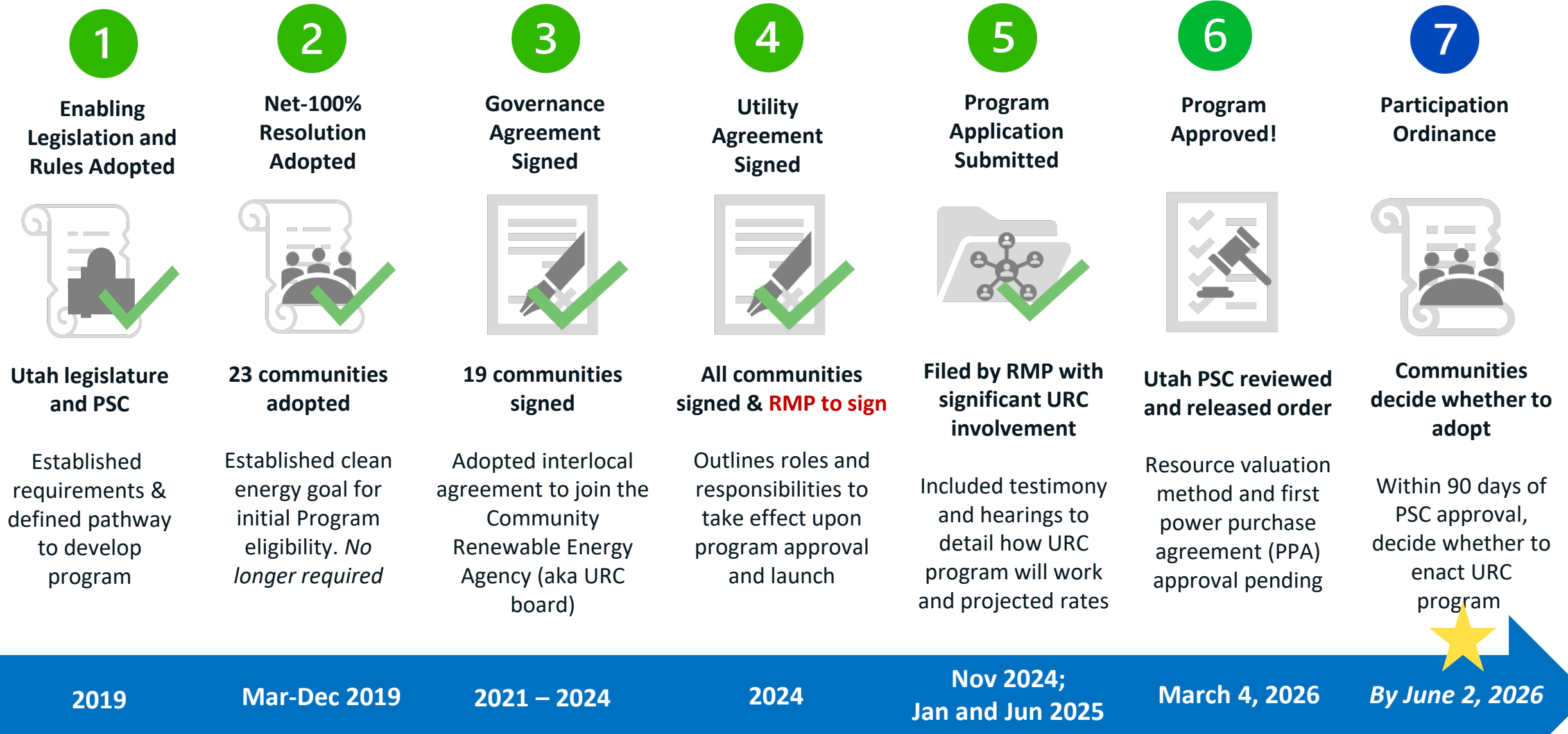


The Community Clean Energy Program developed by URC and RMP offers a unique option for customers who want to access clean energy:

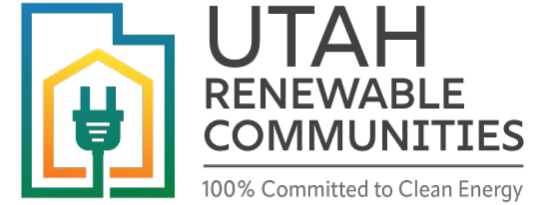
- Blue Sky allows participants to voluntarily contribute \$1.95 per 100 kWh “block” or 1.95 cents per kWh to support renewable energy by:
  - Supporting grants to help organizations offset the cost of rooftop solar and
  - Fund the purchase of renewable energy certificates (RECs) nationwide
- Subscriber Solar offers shares in an existing 20 MW solar farm in Southern Utah. Participation is capped and RMP has not indicated they plan to build more projects for this program
- Customers with the resources that own their home or business can install rooftop solar. Doing so supports renewable energy growth and directly lowers monthly bills by producing at least a portion of the electricity used by the home or business

By supporting the development of **large-scale, new, and regionally based** clean energy projects, the Community Clean Energy Program can create impact that is unique to other clean energy options.

# Program development process



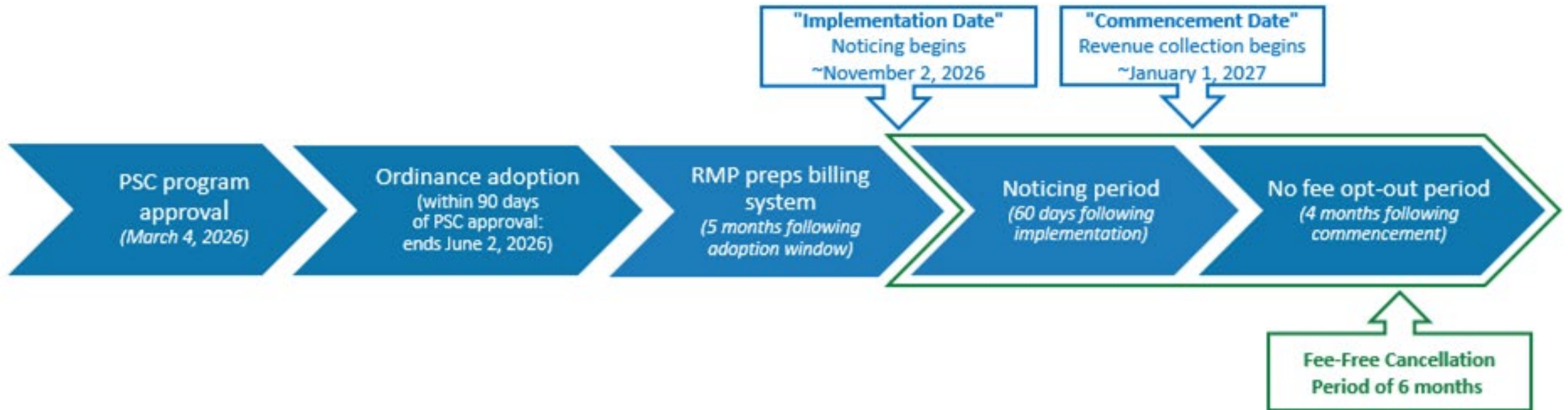
# PSC order



- On March 4th, the PSC [issued an order](#) approving the Community Clean Energy Program
- The order addressed key details like the initial program rate and customer opt out details, while leaving more complex issues for a follow up ruling
- What does this mean?
  - The order allows the URC program to move forward!
  - **The 90-day clock for communities to consider the ordinance has begun (until June 2)**
  - While the program is readied for launch, the URC board and support staff and RMP will continue collaborating with the other Parties\* in the docket to propose solutions to remaining issues to the PSC
  - At the same time, URC and RMP will conduct negotiations with clean energy developers towards executing a contract for the first URC program resources

\*Other Parties includes: Division of Public Utilities, Office of Consumer Services, Sierra Club, and Western Resource Advocates

# Anticipated timeline



“Implementation” = when customer noticing begins. *Currently estimated in late 2026*

“Commencement” = when rate collection begins. *Currently estimated in early 2027*

# Initial program rate: residential flat fee



**Eligible residential customers:  
\$4 per month**

\$3.88 monthly program participation fee +  
\$0.12 monthly surcharge for low income program  
= \$4.00 per month

**Qualifying low income residential  
customers: \$0 per month**

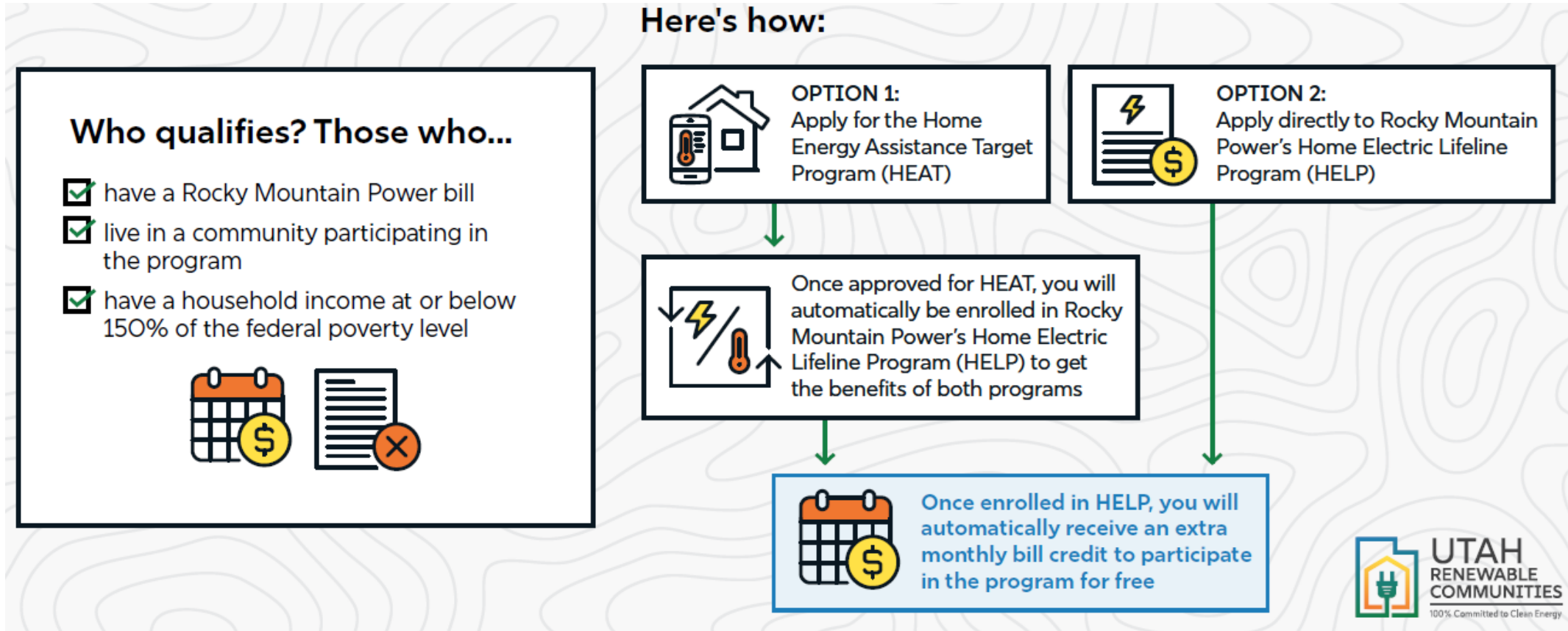
\$3.88 monthly program participation fee -  
\$3.88 monthly enhanced bill credit  
= \$0.00 per month



## Eligibility

All residential customers in participating communities are eligible to participate *except those on Schedule 135*. Residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

# How do customers qualify for the low income offerings?



- Qualified low income customers can:
- Participate for free
  - Opt out any time with no termination fee

# Initial program rate: non-residential volumetric rate



**Non-residential** customers: **\$0.00609 per kWh** used per month + **\$0.12 monthly surcharge** for low income program per month.

The total monthly cost depends on the amount of electricity used.

Example scenario: a medium office building used 6,880 kWh in May  
Without the program, their total RMP bill is \$847.39 for the month  
With the program, the bill is an additional \$42.02 for a total of \$889.41, a ~5% increase



## Eligibility

All non-residential customers in participating communities are eligible to participate *except those with rooftop solar on Schedule 135*. Non-residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

## Program rates: long term

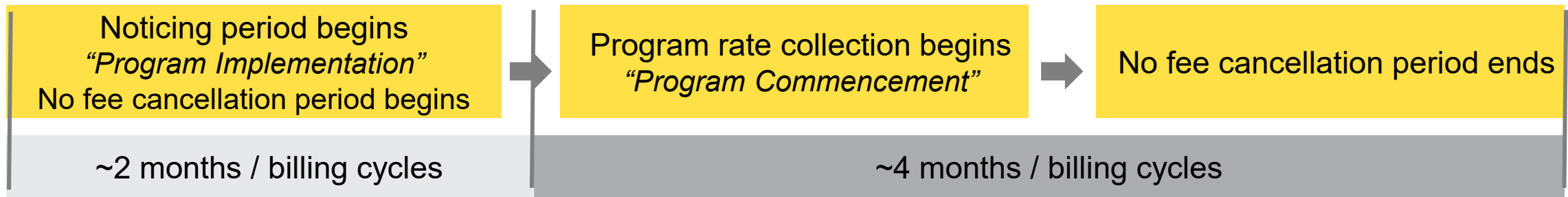
- Like all utility rates, the rates for the Community Clean Energy Program will be periodically adjusted and communicated accordingly
- Adjustments will occur no more than annually per the statute
- The [PSC order](#) says the following:

"While future Program rates may diverge from those under RMP's proposal contingent on later determinations regarding Resource Valuation and changes to other underlying variables, **no evidence in the record suggests that Program rates are likely to meaningfully increase from the initial rates approved in this order. Instead, under RMP's proposal, they would decrease rather significantly after the first two years.** At the Program's inception, customers will be deciding whether to opt-out with reference to rates that are likely to be higher than rates charged later, after the reserve balances are sufficiently established."

# Customer opt out

## Program-eligible customers can opt out at any time

There is no termination fee if a customer opts out within the six month “cancellation period”



- Customers can opt out at any time
  - If during the cancellation period, there is no fee to exit
  - After the cancellation period, a \$30 termination fee for residential customers
  - The termination fee varies depending on rate Schedule for non-residential customers
- Customers moving into or annexed into a participating community will be provided with a similar noticing and cancellation period, and can also exist the program any time

# Ordinance [name/number] requirement



- Per Community Clean Energy Act and Utah Code § 54-17-903(3) governing the program: **“an eligible community identified in the application must pass an ordinance...in order to become a participating community”** and **“the local ordinance...shall be adopted by the municipality or county within 90 days after the date of the commission order approving the community clean energy program”**
- Therefore, we and the other 18 URC members have until June 2nd to adopt the ordinance if we want to enact the approved program within our boundaries

# About ordinance [name/number]



- URC and RMP were required to include a draft of the ordinance in the Program Application filed with the PSC in 2025
  - URC's outside attorney, Phil Russell, drafted the ordinance in 2022 with input from several URC board members and their municipal attorneys on the URC Program Design Committee. The board adopted this as the draft model ordinance through Resolution 23-01 in January 2023
  - Ahead of the Program Application being filed, the board adopted an updated model resolution in January 2025 through Resolution 2025-02. The updates reflected changes to Utah code made during the 2024 legislative session and other minor changes
- Following the PSC order on March 4th, the ordinance was updated one more time to reflect the order, and was then distributed to all 19 communities to finalize

# Ordinance preamble



The preamble lays out the history and context for the development of the Community Clean Energy Program, and the steps our community took to be eligible to enact the program:

- 2019 passage of HB 411 Community Renewable Energy Act, later changed to the Community “Clean” Energy Act, creation of rules adopted by the PSC
- Requirement that interested communities had to come together under a governance agreement to enable cooperative decision-making among communities and with RMP
- The requirement that interested communities sign a Utility Agreement with the utility and then adopt an ordinance following adoption of the program by the PSC
- Optional details about our community’s health, safety, welfare, environmental stewardship, and other motivations to participate in the program

# Ordinance details



- The ordinance adopts the Community Clean Energy Program
  - Put another way: by vote of [our Council / Commission], our community is opted in, then all eligible RMP customers in our community have the choice whether to stay in the program or opt out
- Details covered in Exhibit A to the ordinance:
  - All customers except those on Schedule 135 are eligible
  - Program implementation begins the day that RMP sends the first notices. RMP must provide two notices to each customer, each separate from the monthly bill
  - Customers are automatically enrolled and can opt out anytime by providing notice to RMP
  - There are circumstances in which a customer does not pay a termination fee for opting out: during the “cancellation period”, ceasing to be a RMP customer or moving out of a participating community, undergoing bankruptcy proceedings, or being enrolled in Schedule 3 bill assistance
  - Clean energy resources can be acquired by RMP for the program
  - The PSC determines the program rate and can approve adjustments to the rates
  - RMP is responsible for billing customers and notifying them of changes to the program rate

# Ordinance details (continued)



Communities that adopt the program are responsible for:

- Entering into a utility agreement (we have already signed the utility agreement)
- Reimbursing RMP for the cost of providing two notices to all customers
- Contributing funds to pay for third-party consultants used by the Office of Consumer Services and Division of Public Utilities to evaluate the program (we completed this when we signed the governance agreement and contributed funds to the Agency's budget)
- No other costs associated with the program, including termination fees not paid by a customer within our boundaries

*The ordinance does not spell out every detail regarding how the URC program works, instead, it refers to the PSC order, administrative rules, and legislative act (HB 411) for specific details*

# Policy analysis/recommendation



- As part of RMP's service territory, our community's options for supporting clean energy through the utility are limited. The Community Clean Energy Program has been designed to provide a new choice for all homes and businesses to choose clean energy through RMP by supporting clean energy development at scale
- The Act and Rules created a pathway for communities to come together and with RMP apply to the PSC to launch this new program. It has been a careful and intentional process
- The Community Clean Energy Program is our community's best choice for making clean energy available to the entire community. If we do not adopt the ordinance, the choice to participate in the Community Clean Energy Program goes away
- Working to support clean energy aligns with our community's mission of promoting the health, safety, and welfare of the community

# Summary and next steps



## Key takeaways & requested action

- The Community Clean Energy Program, should we choose to enact it, will provide a new opportunity for all eligible homes and businesses within our community to choose clean energy through their RMP bill
- The Program was recently approved by the Utah Public Service Commission which starts a 90-day clock for us to decide whether to enact the approved program by adopting an ordinance
- Ordinance [name/number] is available for [our council/commission] to discuss and consider adopting
  - If we adopt the ordinance, we will officially bring the Community Clean Energy Program to our community and we will continue to be part of the URC board, collaborating with RMP to launch and operate the program
  - If we do not adopt the ordinance, the Community Clean Energy Program will not be an option for our community and we will no longer be part of the URC board



**UTAH**  
**RENEWABLE**  
**COMMUNITIES**

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100% Committed to Clean Energy

# Community Impact Coordinator

City of Kearns | Part-Time: \$24,000 – \$35,000

**Location:** Must reside within Kearns City limits.

## Core Mission

You are the voice of the City and the ears of the neighborhood. Your job is to humanize local government by turning complex city operations—from visionary master plans and beautification projects to public works (MSD) updates and neighborhood standards—into clear, engaging stories that empower our residents. Working closely with the City Administrator and stakeholders, you will bridge the gap between City Hall and the community to ensure every resident is informed, heard, and inspired.

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## Key Responsibilities

- **Visionary Storytelling:** Partner with the City Administrator and Creative Content Creator to share the "Big Picture" for Kearns. Help residents see the long-term benefits of new developments and city-wide goals.
  - **Service & Safety Liaison:** Act as the primary bridge between residents and key providers, including the **Municipal Services District (MSD)** and the **Unified Police Department (UPD)**. Translate technical updates on infrastructure, road repairs, and public safety into resident-friendly information.
  - **Stakeholder Coordination:** Maintain active communication channels with local partners to ensure a unified flow of information regarding all Kearns community services.
  - **Business Engagement:** Gather insights from current local businesses to understand their needs and work to attract new businesses by sharing the Kearns success story.
  - **Neighborhood Vitality & Education:** Drive "proactive compliance" by educating the public on city standards. Whether it's a beautification grant or a code update, focus on the *why* and the *how-to* to improve our neighborhoods.
  - **Community Pulse-Taking:** Conduct regular outreach and surveying to identify emerging trends, concerns, or success stories within Kearns.
  - **Media Advocacy:** Utilize a communications background to draft press releases and pitch positive Kearns stories to local media outlets, ensuring our city's progress is recognized regionally.
-

## Qualifications & Requirements

- **Kearns Residency:** Must be a current resident of Kearns (Required).
  - **Communication Background:** Preference given to candidates with experience in Public Relations, Communications, or Journalism and an ability to reach local media.
  - **Collaborative Spirit:** Ability to work seamlessly with the City Administrator and creative teams to produce educational content.
  - **Relationship Builder:** A natural "people person" who can navigate conversations with business owners, stakeholders, and diverse resident groups.
- 

## Why Join the Kearns Team?

In 2026, Kearns is more than just a place to live—it's a city on the move. As our Community Impact Coordinator, you have the unique opportunity to shape the narrative of your own neighborhood and help build a "Visionary Kearns" from the ground up.

## Diana Baun

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**From:** Stewart Okobia  
**Sent:** Friday, April 24, 2026 2:25 PM  
**To:** jvaldez; Icolby; llongtin; cbutterfield; pschaeffer  
**Cc:** Marla Howard; Brian Hartsell; Daniel Hoffman; Diana Baun; Lizel Allen; Chad Anderson; Tamaran Woodland; Richard Stephens  
**Subject:** March 2026 Financial Report – City of Kearns  
**Attachments:** 26-03 Financial Report - City of Kearns.pdf

City of Kearns,

Please see your March 2026 Financial Report attached for the period from July 1, 2025 to March 31, 2026 (75.00% of Fiscal Year 2026).

In addition, please see your fund balances.

Type	Amount	Use
Unrestricted fund balance as of June 30, 2025 (end of FY2025) (fund 50)	\$1,632,308.87	Can be used for any city expense. Made up primarily of accumulated unspent Admin budget.
Assigned Capital Fund (fund 50)	\$262,683.69	Can be used for any capital project. Road or non-road.
Restricted Corridor Preservation funds (fund 50)	\$825,000.00	Can only be used for right-of-way purchases to facilitate current and future projects.
Unrestricted fund balance (fund 55)	\$1,642,349.24	Can be used for any city expense. Made up primarily of unspent MET funds which are a recurring revenue source.
ARPA (fund 10)	\$2,064,562.65	Can be used as per ILA with the MSD. Spending deadline is Dec 31, 2026 or funds are returned.
CARES (fund 55)	\$191,520.96	Can be used for any city expense. No spending deadline.
	\$6,618,425.41	

Let me know if you have any questions.

Thanks.

## Diana Baun

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Let me know if you have any questions.

Thanks.

**Greater Salt Lake Municipal Services District**

**Standard Financial Report**

**50 City of Kearns - 07/01/2025 to 03/31/2026**

**75.00% of the fiscal year has expired**

	<b>2025</b>	<b>2026</b>
	<b>Year-End</b>	<b>YTD</b>
	<b>Actual</b>	<b>Actual</b>
<b>Net Position</b>		
<b>Assets:</b>		
<b>Current Assets</b>		
<b>Cash and cash equivalents</b>		
10200 Cash - PTIF	2,528,399.87	1,731,671.35
10750 Undeposited Receipts	(0.09)	8,749.98
<b>Total Cash and cash equivalents</b>	<b><u>2,528,399.78</u></b>	<b><u>1,740,421.33</u></b>
<b>Receivables</b>		
11530 Accounts Rec. -	17,878.51	352.71
11531 Taxes Receivable	0.00	6.84
12500 Due from Other Gov.	1,655,624.41	1,784,588.98
12550 Due from Other Funds	510.00	3,962.00
<b>Total Receivables</b>	<b><u>1,674,012.92</u></b>	<b><u>1,788,910.53</u></b>
<b>Total Current Assets</b>	<b><u>4,202,412.70</u></b>	<b><u>3,529,331.86</u></b>
<b>Non-Current Assets</b>		
<b>Restricted assets</b>		
10102 Cash - Zions Bond Escrow	95,324.92	43,388.77
<b>Total Restricted assets</b>	<b><u>95,324.92</u></b>	<b><u>43,388.77</u></b>
<b>Total Non-Current Assets</b>	<b><u>95,324.92</u></b>	<b><u>43,388.77</u></b>
<b>Total Assets:</b>	<b><u>4,297,737.62</u></b>	<b><u>3,572,720.63</u></b>
<b>Liabilites and Fund Equity:</b>		
<b>Liabilities:</b>		
<b>Current liabilities</b>		
21000 Accounts Payable	13,758.54	18,208.08
21100 Accrued Expenses	17,547.09	17,547.09
23450 Performance Bonds Payable	95,324.92	43,388.77
24000 Due to Other Funds	1,674,114.51	0.00
<b>Total Current liabilities</b>	<b><u>1,800,745.06</u></b>	<b><u>79,143.94</u></b>
<b>Total Liabilities:</b>	<b><u>1,800,745.06</u></b>	<b><u>79,143.94</u></b>
<b>Equity - Fund Balance</b>		
29000 Unassigned Net Position (Fund Bal)	1,632,308.87	2,405,893.00
29010 Assigned Capital Fund	262,683.69	262,683.69
29561 Restricted Corridor Preservation Fund	602,000.00	825,000.00
<b>Total Equity - Fund Balance</b>	<b><u>2,496,992.56</u></b>	<b><u>3,493,576.69</u></b>
<b>Total Liabilites and Fund Equity:</b>	<b><u>4,297,737.62</u></b>	<b><u>3,572,720.63</u></b>
<b>Total Net Position</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

**Greater Salt Lake Municipal Services District**

Standard Financial Report

50 City of Kearns - 07/01/2025 to 03/31/2026

75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
<b>Sales Taxes</b>					
3100.300 Sales Tax	6,900,633.70	5,157,191.50	6,500,000.00	1,342,808.50	79.34%
<b>Total Sales Taxes</b>	<b>6,900,633.70</b>	<b>5,157,191.50</b>	<b>6,500,000.00</b>	<b>1,342,808.50</b>	<b>79.34%</b>
<b>SB 136 Sales Tax</b>					
3100.350 SB 136 Sales Tax	618,184.70	467,957.81	650,000.00	182,042.19	71.99%
<b>Total SB 136 Sales Tax</b>	<b>618,184.70</b>	<b>467,957.81</b>	<b>650,000.00</b>	<b>182,042.19</b>	<b>71.99%</b>
<b>Total Taxes</b>	<b>7,518,818.40</b>	<b>5,625,149.31</b>	<b>7,150,000.00</b>	<b>1,524,850.69</b>	<b>78.67%</b>
<b>Intergovernmental revenue</b>					
<b>Road Funds</b>					
3100.560 B&C Road Fund Allotment	1,721,486.51	1,059,902.99	1,600,000.00	540,097.01	66.24%
3100.561 HB244 Corridor Preservation Funds	302,000.00	223,000.00	0.00	(223,000.00)	0.00%
3100.562 County Public Transit Tax	6,283.41	233,288.07	0.00	(233,288.07)	0.00%
<b>Total Road Funds</b>	<b>2,029,769.92</b>	<b>1,516,191.06</b>	<b>1,600,000.00</b>	<b>83,808.94</b>	<b>94.76%</b>
<b>CARES Act</b>					
3100.322 ARPA Funds	0.00	0.00	2,631,285.00	2,631,285.00	0.00%
<b>Total CARES Act</b>	<b>0.00</b>	<b>0.00</b>	<b>2,631,285.00</b>	<b>2,631,285.00</b>	<b>0.00%</b>
<b>Total Intergovernmental revenue</b>	<b>2,029,769.92</b>	<b>1,516,191.06</b>	<b>4,231,285.00</b>	<b>2,715,093.94</b>	<b>35.83%</b>
<b>Licenses and permits</b>					
<b>Business licenses</b>					
3100.130 Business Licenses	54,126.00	31,094.25	50,000.00	18,905.75	62.19%
<b>Total Business licenses</b>	<b>54,126.00</b>	<b>31,094.25</b>	<b>50,000.00</b>	<b>18,905.75</b>	<b>62.19%</b>
<b>Building permits</b>					
3100.260 Building Permit	190,854.69	112,602.72	200,000.00	87,397.28	56.30%
<b>Total Building permits</b>	<b>190,854.69</b>	<b>112,602.72</b>	<b>200,000.00</b>	<b>87,397.28</b>	<b>56.30%</b>
<b>Total Licenses and permits</b>	<b>244,980.69</b>	<b>143,696.97</b>	<b>250,000.00</b>	<b>106,303.03</b>	<b>57.48%</b>
<b>Charges for services</b>					
<b>Charges other</b>					
3100.420 Engineering Services	23,374.00	17,081.75	50,000.00	32,918.25	34.16%
3100.450 Planning Services	5,742.06	3,376.50	15,000.00	11,623.50	22.51%
<b>Total Charges other</b>	<b>29,116.06</b>	<b>20,458.25</b>	<b>65,000.00</b>	<b>44,541.75</b>	<b>31.47%</b>
<b>Total Charges for services</b>	<b>29,116.06</b>	<b>20,458.25</b>	<b>65,000.00</b>	<b>44,541.75</b>	<b>31.47%</b>
<b>Fines and forfeitures</b>					
<b>Code enforcement fines and fees</b>					
3100.240 Code Enforcement Fines and Fees	20,259.64	0.00	5,000.00	5,000.00	0.00%
<b>Total Code enforcement fines and fees</b>	<b>20,259.64</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00%</b>
<b>Justice court fines/forfeitures</b>					
3100.500 Justice Court Fines/Forfeitures	266,267.95	90,628.73	250,000.00	159,371.27	36.25%
<b>Total Justice court fines/forfeitures</b>	<b>266,267.95</b>	<b>90,628.73</b>	<b>250,000.00</b>	<b>159,371.27</b>	<b>36.25%</b>
<b>Total Fines and forfeitures</b>	<b>286,527.59</b>	<b>90,628.73</b>	<b>255,000.00</b>	<b>164,371.27</b>	<b>35.54%</b>
<b>Miscellaneous revenue</b>					
<b>Interest</b>					
3600.100 Interest Earnings	54,641.13	71,937.75	125,000.00	53,062.25	57.55%
<b>Total Interest</b>	<b>54,641.13</b>	<b>71,937.75</b>	<b>125,000.00</b>	<b>53,062.25</b>	<b>57.55%</b>
<b>Miscellaneous other</b>					
3600.900 Other Revenue	18,670.20	29.90	0.00	(29.90)	0.00%
3600.902 Other Revenue - Declaration of Candidate	400.00	0.00	0.00	0.00	0.00%
<b>Total Miscellaneous other</b>	<b>19,070.20</b>	<b>29.90</b>	<b>0.00</b>	<b>(29.90)</b>	<b>0.00%</b>
<b>Total Miscellaneous revenue</b>	<b>73,711.33</b>	<b>71,967.65</b>	<b>125,000.00</b>	<b>53,032.35</b>	<b>57.57%</b>
<b>Contributions and transfers</b>					
3100.001 Operating transfers in	722,144.69	303.00	0.00	(303.00)	0.00%
3800.100 Contribution from GF	1,083,361.00	1,221,141.00	1,221,141.00	0.00	100.00%
<b>Total Contributions and transfers</b>	<b>1,805,505.69</b>	<b>1,221,444.00</b>	<b>1,221,141.00</b>	<b>(303.00)</b>	<b>100.02%</b>
<b>Total Revenue:</b>	<b>11,988,429.68</b>	<b>8,689,535.97</b>	<b>13,297,426.00</b>	<b>4,607,890.03</b>	<b>65.35%</b>
<b>Expenditures:</b>					

**Greater Salt Lake Municipal Services District**

**Standard Financial Report**

**50 City of Kearns - 07/01/2025 to 03/31/2026**

**75.00% of the fiscal year has expired**

	<b>2025 Year-End Actual</b>	<b>2026 YTD Actual</b>	<b>2026 Budget</b>	<b>Unearned/ Unused Budget</b>	<b>% Earned/ Used</b>
<b>Administration</b>					
4100.100 Wages	103,565.34	77,466.64	225,000.00	147,533.36	34.43%
4100.130 Employee Benefits	75.60	50.40	19,800.00	19,749.60	0.25%
4100.150 Social Security Tax	6,339.21	4,765.75	14,000.00	9,234.25	34.04%
4100.160 Medicare	1,482.56	1,114.57	3,500.00	2,385.43	31.84%
4100.180 Medical Insurance	60,428.28	40,917.28	132,500.00	91,582.72	30.88%
4100.190 FUTA	0.00	306.04	0.00	(306.04)	0.00%
4100.200 Awards, Promotional & Meals	1,092.42	2,033.05	1,500.00	(533.05)	135.54%
4100.210 Subscriptions/Memberships	23,630.20	23,477.08	30,000.00	6,522.92	78.26%
4100.220 Printing/Publications/Advertising	4,576.52	9,090.21	5,500.00	(3,590.21)	165.28%
4100.230 Travel/Mileage	11,446.73	910.54	1,500.00	589.46	60.70%
4100.240 Office Expense and Supplies	3,421.59	14,617.68	5,000.00	(9,617.68)	292.35%
4100.255 Computer Equip/Software	0.00	0.00	30,000.00	30,000.00	0.00%
4100.280 Cell phone and Telephone	0.00	201.38	0.00	(201.38)	0.00%
4100.310 Attorney-Civil	102,804.50	82,016.00	130,000.00	47,984.00	63.09%
4100.312 Lobbyist Services	12,000.00	9,000.00	12,000.00	3,000.00	75.00%
4100.320 Attorney - Land Use	1,971.00	12,866.50	40,000.00	27,133.50	32.17%
4100.330 Training and Seminars	750.00	60.00	0.00	(60.00)	0.00%
4100.360 Web Page Development/Maintenance	6,323.92	1,435.90	15,000.00	13,564.10	9.57%
4100.370 Software/Streaming	18,745.98	22,319.38	17,000.00	(5,319.38)	131.29%
4100.380 Internet Connections	5,990.94	4,408.12	5,500.00	1,091.88	80.15%
4100.390 Payroll Processing Fees	504.00	958.50	0.00	(958.50)	0.00%
4100.420 Contributions/Special Events	78,500.00	9,740.00	90,000.00	80,260.00	10.82%
4100.430 City Elections and Voting	0.00	43,358.23	0.00	(43,358.23)	0.00%
4100.510 Insurance	25,960.79	24,697.28	40,000.00	15,302.72	61.74%
4100.520 Workers Comp Insurance	0.00	2,086.21	8,500.00	6,413.79	24.54%
4100.590 Postage	7,693.10	8,074.23	5,000.00	(3,074.23)	161.48%
4100.600 Professional and Technical	1,980.00	2,610.00	7,500.00	4,890.00	34.80%
4100.621 Victim Critical Needs	0.00	2,166.00	25,000.00	22,834.00	8.66%
4100.635 Election Support Services	0.00	3,000.00	84,341.00	81,341.00	3.56%
4100.640 Grant Related	20,547.09	0.00	0.00	0.00	0.00%
4100.650 SL (Client) County Support Services	87.07	0.00	50,000.00	50,000.00	0.00%
4100.750 Non-Cap Improvements	1,012.50	22,712.00	25,000.00	2,288.00	90.85%
4100.760 Christmas on 54th Decorations & Lights	64.34	3,240.00	8,000.00	4,760.00	40.50%
4100.801 Kearns Olympic related expenses	0.00	14,050.41	0.00	(14,050.41)	0.00%
4100.860 Code Enforcement Abatements	7,469.86	(2,726.76)	50,000.00	52,726.76	-5.45%
4100.870 Rent	6,817.92	5,113.44	135,000.00	129,886.56	3.79%
4100.880 Non-Classified Expenses	0.00	1,420.81	5,000.00	3,579.19	28.42%
<b>Total Administration</b>	<b>515,281.46</b>	<b>447,556.87</b>	<b>1,221,141.00</b>	<b>773,584.13</b>	<b>36.65%</b>
<b>COVID Related Expenses</b>					
4100.243 ARPA Act Expense and Supplies	0.00	0.00	2,631,285.00	2,631,285.00	0.00%
<b>Total COVID Related Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>2,631,285.00</b>	<b>2,631,285.00</b>	<b>0.00%</b>
<b>Transfers</b>					
4100.928 Contribution to General Fund	9,878,196.49	7,245,394.97	9,445,000.00	2,199,605.03	76.71%
48450.001 Operational Transfers out	162,289.09	0.00	0.00	0.00	0.00%
<b>Total Transfers</b>	<b>10,040,485.58</b>	<b>7,245,394.97</b>	<b>9,445,000.00</b>	<b>2,199,605.03</b>	<b>76.71%</b>
<b>Total Expenditures:</b>	<b>10,555,767.04</b>	<b>7,692,951.84</b>	<b>13,297,426.00</b>	<b>5,604,474.16</b>	<b>57.85%</b>
<b>Total Change In Net Position</b>	<b>1,432,662.64</b>	<b>996,584.13</b>	<b>0.00</b>	<b>(996,584.13)</b>	<b>0.00%</b>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**52 Kearns Beer Tax Special Fund - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

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	2025 Year-End Actual	2026 YTD Actual
<b>Net Position</b>		
<b>Assets:</b>		
<b>Current Assets</b>		
<b>Cash and cash equivalents</b>		
10200 Cash - PTIF	0.00	30,643.13
<b>Total Cash and cash equivalents</b>	<b>0.00</b>	<b>30,643.13</b>
<b>Total Current Assets</b>	<b>0.00</b>	<b>30,643.13</b>
<b>Total Assets:</b>	<b>0.00</b>	<b>30,643.13</b>
<b>Liabilites and Fund Equity:</b>		
<b>Equity - Fund Balance</b>		
29000 Unassigned Net Position (Fund Bal)	0.00	30,643.13
<b>Total Equity - Fund Balance</b>	<b>0.00</b>	<b>30,643.13</b>
<b>Total Liabilites and Fund Equity:</b>	<b>0.00</b>	<b>30,643.13</b>
<b>Total Net Position</b>	<b>0.00</b>	<b>0.00</b>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**52 Kearns Beer Tax Special Fund - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

	<u>2025 Year-End Actual</u>	<u>2026 YTD Actual</u>	<u>2026 Budget</u>	<u>Unearned/ Unused Budget</u>	<u>% Earned/ Used</u>
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Intergovernmental revenue</b>					
<b>State liquor fund</b>					
3100.580 State Liquor Fund Allotment	61,156.89	30,643.13	30,000.00	(643.13)	102.14%
<b>Total State liquor fund</b>	<u>61,156.89</u>	<u>30,643.13</u>	<u>30,000.00</u>	<u>(643.13)</u>	<u>102.14%</u>
<b>Total Intergovernmental revenue</b>	<u>61,156.89</u>	<u>30,643.13</u>	<u>30,000.00</u>	<u>(643.13)</u>	<u>102.14%</u>
<b>Total Revenue:</b>	<u>61,156.89</u>	<u>30,643.13</u>	<u>30,000.00</u>	<u>(643.13)</u>	<u>102.14%</u>
<b>Expenditures:</b>					
<b>Administration</b>					
4100.850 Beer Funds	61,156.89	0.00	30,000.00	30,000.00	0.00%
<b>Total Administration</b>	<u>61,156.89</u>	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>	<u>0.00%</u>
<b>Total Expenditures:</b>	<u>61,156.89</u>	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>	<u>0.00%</u>
<b>Total Change In Net Position</b>	<u>0.00</u>	<u>30,643.13</u>	<u>0.00</u>	<u>(30,643.13)</u>	<u>0.00%</u>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

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	2025 Year-End Actual	2026 YTD Actual
<b>Net Position</b>		
<b>Assets:</b>		
<b>Current Assets</b>		
<b>Cash and cash equivalents</b>		
10100 Cash - Zions Checking	510.00	0.00
<b>Total Cash and cash equivalents</b>	<b>510.00</b>	<b>0.00</b>
<b>Total Current Assets</b>	<b>510.00</b>	<b>0.00</b>
<b>Total Assets:</b>	<b>510.00</b>	<b>0.00</b>
<b>Liabilites and Fund Equity:</b>		
<b>Liabilities:</b>		
<b>Current liabilities</b>		
21000 Accounts Payable	510.00	0.00
24000 Due to Other Funds	510.00	3,962.00
<b>Total Current liabilities</b>	<b>1,020.00</b>	<b>3,962.00</b>
<b>Total Liabilities:</b>	<b>1,020.00</b>	<b>3,962.00</b>
<b>Equity - Fund Balance</b>		
29000 Unassigned Net Position (Fund Bal)	(510.00)	(3,962.00)
<b>Total Equity - Fund Balance</b>	<b>(510.00)</b>	<b>(3,962.00)</b>
<b>Total Liabilites and Fund Equity:</b>	<b>510.00</b>	<b>0.00</b>
<b>Total Net Position</b>	<b>0.00</b>	<b>0.00</b>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**54 City of Kearns Community Reinvestment Agency - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
<b>Change In Net Position</b>					
<b>Expenditures:</b>					
<b>Administration</b>					
4100.310.000 General - Attorney-Civil	510.00	3,452.00	0.00	(3,452.00)	0.00%
<b>Total Administration</b>	<b>510.00</b>	<b>3,452.00</b>	<b>0.00</b>	<b>(3,452.00)</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>510.00</b>	<b>3,452.00</b>	<b>0.00</b>	<b>(3,452.00)</b>	<b>0.00%</b>
<b>Total Change In Net Position</b>	<b>(510.00)</b>	<b>(3,452.00)</b>	<b>0.00</b>	<b>3,452.00</b>	<b>0.00%</b>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**55 Kearns Council Designated Fund - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

	<u>2025</u> <u>Year-End</u> <u>Actual</u>	<u>2026</u> <u>YTD</u> <u>Actual</u>
<b>Net Position</b>		
<b>Assets:</b>		
<b>Current Assets</b>		
<b>Cash and cash equivalents</b>		
10100 Cash - Zions Checking	0.00	638,985.14
10101 Cash - Zions CARES	2,828.09	2,828.09
10200 Cash - PTIF	238,422.63	559,834.68
10202 Cash - PTIF 9074 CARES	746,187.08	280,890.32
10750 Undeposited Receipts	(0.01)	(0.01)
<b>Total Cash and cash equivalents</b>	<u>987,437.79</u>	<u>1,482,538.22</u>
<b>Receivables</b>		
12500 Due From Other Gov.	157,924.59	351,331.98
<b>Total Receivables</b>	<u>157,924.59</u>	<u>351,331.98</u>
<b>Total Current Assets</b>	<u>1,145,362.38</u>	<u>1,833,870.20</u>
<b>Total Assets:</b>	<u>1,145,362.38</u>	<u>1,833,870.20</u>
<b>Liabilities and Fund Equity:</b>		
<b>Liabilities:</b>		
<b>Current liabilities</b>		
21000 Accounts Payable	494,288.00	0.00
<b>Total Current liabilities</b>	<u>494,288.00</u>	<u>0.00</u>
<b>Deferred revenue</b>		
23455 CARES2 Deferred Revenue	258,120.71	191,520.96
<b>Total Deferred revenue</b>	<u>258,120.71</u>	<u>191,520.96</u>
<b>Total Liabilities:</b>	<u>752,408.71</u>	<u>191,520.96</u>
<b>Equity - Fund Balance</b>		
29000 Unassigned Net Position (Fund Bal)	392,953.67	1,642,349.24
<b>Total Equity - Fund Balance</b>	<u>392,953.67</u>	<u>1,642,349.24</u>
<b>Total Liabilities and Fund Equity:</b>	<u>1,145,362.38</u>	<u>1,833,870.20</u>
<b>Total Net Position</b>	<u>0.00</u>	<u>0.00</u>

**Greater Salt Lake Municipal Services District**  
**Standard Financial Report**  
**55 Kearns Council Designated Fund - 07/01/2025 to 03/31/2026**  
**75.00% of the fiscal year has expired**

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
<b>MET Taxes</b>					
3100.111 MET-Municipal Energy	3,072.68	2,830.79	0.00	(2,830.79)	0.00%
3100.112 MET-Municipal Telecom	55,240.50	60,665.70	60,000.00	(665.70)	101.11%
3100.113 MET-Pacificorp/Rocky Mtn Power	271,348.65	728,976.04	600,000.00	(128,976.04)	121.50%
3100.114 MET-Questar Gas/Dominion Energy	391,618.88	385,571.91	720,000.00	334,428.09	53.55%
<b>Total MET Taxes</b>	<b>721,280.71</b>	<b>1,178,044.44</b>	<b>1,380,000.00</b>	<b>201,955.56</b>	<b>85.37%</b>
<b>Franchise Taxes</b>					
3100.401 Google Franchise Fee	80,796.00	46,614.00	30,000.00	(16,614.00)	155.38%
<b>Total Franchise Taxes</b>	<b>80,796.00</b>	<b>46,614.00</b>	<b>30,000.00</b>	<b>(16,614.00)</b>	<b>155.38%</b>
<b>Total Taxes</b>	<b>802,076.71</b>	<b>1,224,658.44</b>	<b>1,410,000.00</b>	<b>185,341.56</b>	<b>86.86%</b>
<b>Intergovernmental revenue</b>					
<b>Road Funds</b>					
3100.561 HB244 Corridor Preservation Funds	0.00	0.00	300,000.00	300,000.00	0.00%
<b>Total Road Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>0.00%</b>
<b>CARES Act</b>					
3100.322 ARPA	82,130.00	504,592.20	0.00	(504,592.20)	0.00%
3100.323 CARES2	623,691.70	66,599.75	0.00	(66,599.75)	0.00%
<b>Total CARES Act</b>	<b>705,821.70</b>	<b>571,191.95</b>	<b>0.00</b>	<b>(571,191.95)</b>	<b>0.00%</b>
<b>Total Intergovernmental revenue</b>	<b>705,821.70</b>	<b>571,191.95</b>	<b>300,000.00</b>	<b>(271,191.95)</b>	<b>190.40%</b>
<b>Miscellaneous revenue</b>					
<b>Interest</b>					
3600.100 Interest Earnings	81,946.53	27,737.13	42,000.00	14,262.87	66.04%
<b>Total Interest</b>	<b>81,946.53</b>	<b>27,737.13</b>	<b>42,000.00</b>	<b>14,262.87</b>	<b>66.04%</b>
<b>Total Miscellaneous revenue</b>	<b>81,946.53</b>	<b>27,737.13</b>	<b>42,000.00</b>	<b>14,262.87</b>	<b>66.04%</b>
<b>Contributions and transfers</b>					
3100.001 Operating Transfers in	2,828.09	0.00	0.00	0.00	0.00%
<b>Total Contributions and transfers</b>	<b>2,828.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Revenue:</b>	<b>1,592,673.03</b>	<b>1,823,587.52</b>	<b>1,752,000.00</b>	<b>(71,587.52)</b>	<b>104.09%</b>
<b>Expenditures:</b>					
<b>Administration</b>					
4100.420 Contributions/Special Events	0.00	3,000.00	0.00	(3,000.00)	0.00%
<b>Total Administration</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>(3,000.00)</b>	<b>0.00%</b>
<b>Professional services</b>					
4100.623 Public Safety	493,897.66	0.00	25,000.00	25,000.00	0.00%
<b>Total Professional services</b>	<b>493,897.66</b>	<b>0.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00%</b>
<b>COVID Related Expenses</b>					
4100.242 CARES 2 Expense and Supplies	623,691.70	66,599.75	0.00	(66,599.75)	0.00%
4100.243 ARPA Act Expense and Supplies	82,130.00	504,592.20	0.00	(504,592.20)	0.00%
<b>Total COVID Related Expenses</b>	<b>705,821.70</b>	<b>571,191.95</b>	<b>0.00</b>	<b>(571,191.95)</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>1,199,719.36</b>	<b>574,191.95</b>	<b>25,000.00</b>	<b>(549,191.95)</b>	<b>2,296.77%</b>
<b>Total Change In Net Position</b>	<b>392,953.67</b>	<b>1,249,395.57</b>	<b>1,727,000.00</b>	<b>477,604.43</b>	<b>72.34%</b>

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**PURCHASE AGREEMENT  
GRANITE SCHOOL DISTRICT**

**Seller,**

**and**

**CITY OF KEARNS**

**Buyer**

**with respect to certain premises at**

**5241 South 4280 West, Kearns, Salt Lake County, Utah**

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1 **AGREEMENT**

2 THIS PURCHASE AGREEMENT (“Agreement”) is effective as of \_\_\_\_\_ (“Effective  
3 Date”), by and between GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of  
4 Utah (“Seller”), and the City of Kearns (“Buyer”).

5 ARTICLE I: BASIC TERMS

6 1.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, Seller hereby  
7 agrees to convey to Buyer and Buyer hereby agrees to purchase and take from Seller all of that  
8 certain real property (“Land”), which Land is more particularly described and/or depicted on  
9 Exhibit A, which is attached hereto and incorporated herein by reference for all purposes,  
10 together with (i) all rights and appurtenances pertaining to the Land, including, without  
11 limitation, all roads, alleys, easements, streets, and ways adjacent to or serving the Land; (ii) all  
12 improvements, structures and fixtures placed, constructed, or installed on the Land (the  
13 “Improvements”); and (iii) all leases or other occupancy agreements, lease guaranties, security  
14 deposits, or prepaid rentals related to the Land, if any (“Leases”).

15 1.2 Definition of Property. The Land, Improvements, and Leases, if any, are sometimes referred to  
16 collectively herein as the “Property”.

17 ARTICLE II: CONSIDERATION

18 2.1 Purchase Price. The total amount to be paid to Seller by Buyer for the Property (the “Purchase  
19 Price”) shall be the amount set forth in Utah Code Ann. § 53G-4-901(2).

20 2.2 Deposit. Buyer shall deposit into an escrow account held by \_\_\_\_\_,  
21 located at \_\_\_\_\_ (the “Closing Agent”) a deposit in the amount of  
22 \$\_\_\_\_\_ (the “Deposit”) within fifteen (15) business days after the execution of this  
23 Agreement, which shall be applied against the Purchase Price at Closing.

24 (a) Return of Deposit. The Deposit shall be fully refundable to Buyer at any time prior to the  
25 expiration of the Feasibility Period (as defined in Article III). However, if at the expiration of  
26 the Feasibility Period, Buyer has not provided Seller written objection or notice of Buyer’s  
27 intent to cancel this Agreement, then the Deposit shall, except in the case of breach by  
28 Seller, become nonrefundable and may be retained by Seller. Retention of the Deposit by  
29 Seller shall be Seller’s sole remedy in the event Buyer fails to purchase the Property after  
30 the expiration of the Feasibility Period.

31 ARTICLE III: FEASIBILITY PERIOD

32 3.1 Title Commitment. Seller shall, within ninety (90) days after the Effective Date of this  
33 Agreement, **at Buyer’s sole cost and expense**, cause to be prepared and furnished to Buyer and  
34 Buyer’s legal counsel a current title commitment (the “Title Commitment”) issued by the Closing  
35 Agent, effective as of the date which is on or after the Effective Date of this Agreement, showing  
36 Seller as the record title owner of the Property, by the terms of which the Closing Agent, as agent for  
37 the Title Insurer, agrees to issue to or for Buyer a standard form of owner’s policy of title insurance  
38 (the “Title Policy”) at the Closing with respect to the Property in the amount of the Purchase Price,  
39 insuring Buyer’s fee title to the Property subject to the terms of such Title Policy and the exceptions

1 specified therein, together with readily legible copies of all documents and plats, if any, which the  
2 Title Commitment specifies will be shown as exceptions on the Title Policy upon issuance. The  
3 expenses of obtaining a standard coverage owner's Title Policy shall be paid by Buyer. Buyer shall  
4 also pay the cost of any extended or additional coverage, including, without limitation, the  
5 additional premium for modifying the standard survey exception as hereinafter set forth and any  
6 inspection fee imposed by the Closing Agent in order to issue the Title Policy without any exception  
7 for rights of parties in possession.

8 3.2 Appraisals. Within one hundred twenty (120) days after the Effective Date, both Parties shall  
9 cause an appraisal to be performed on the Property, based on the predominant zone in the  
10 surrounding area, by an appraiser licensed and qualified to conduct appraisals in the state of Utah.  
11 Each Party shall provide a copy of its appraisal to the other Party no later than thirty (30) days after  
12 completion of the appraisal.

13 3.3 Survey. Buyer may, at any time after the Effective Date of this Agreement and at Buyer's own  
14 cost and expense, cause to be prepared and furnished to Buyer, Buyer's legal counsel, and the  
15 Closing Agent, a current survey ("Survey") of the Property.

16 3.4 Review Documents. Seller shall, within one hundred eighty (180) days after the Effective Date  
17 of this Agreement, at Seller's sole cost and expense, to the extent that such information is in  
18 Seller's possession or is reasonably available to Seller without material effort or expense, furnish or  
19 cause to be furnished to Buyer the following information and materials (which are sometimes  
20 collectively referred to hereinafter as "Review Documents"):

21 (a) Leases and Contracts. True, correct and complete copies of any and all tenant leases,  
22 lease guaranties, leasing and brokerage agreements, property management agreements,  
23 service and maintenance contracts, replacement contracts, construction contracts, bonds,  
24 warranties, guarantees, antenna and other telecommunications contracts, equipment  
25 leases, elevator maintenance contracts, janitorial contracts, employment agreements  
26 (including a schedule of all employees, job descriptions, salaries, employee benefits and  
27 other comparable information) and other contracts and agreements relating to or affecting  
28 the Property;

29 (b) Plans, Specifications and Surveys. Such architectural drawings and plans and  
30 specifications (the "Plans and Specifications") in the possession of Seller for any  
31 Improvements constructed on the Land, including site plans, floor plans, mechanical,  
32 electrical and plumbing plans, and security plans, and all surveys regarding the Property;

33 (c) Environmental Reports. All current and prior environmental reports, assessments and  
34 studies, soil studies, investigations, and reports, and water and sewer studies related to the  
35 Property; and

36 (d) Governmental Records. All documents in Seller's possession or control from any federal,  
37 state, municipal or other governmental department, commission, board, bureau, agency, or  
38 instrumentality that is not Seller, wherever located, relating to the Property, including, but not  
39 limited to, tax records, licenses, permits, zoning information, and documents relating in any  
40 way to environmental problems or building or zoning code violations.

1 In the event the Closing does not occur, Buyer shall promptly return all Review Documents to Seller  
2 at Buyer's sole cost and expense.  
3

4 3.4 Feasibility Investigation Period. Buyer shall have one hundred eighty (180) days (the "Feasibility  
5 Period") from Buyer's receipt of the Review Documents in which to notify Seller of any objections  
6 Buyer has to any matters or exceptions shown on the Title Commitment or the Review Documents.  
7 Buyer shall have the right to review any other information or documentation in Seller's possession  
8 that Buyer deems necessary for its review of the Review Documents and Title Commitment. All  
9 objections raised by Buyer in the manner herein provided are hereafter called "objections" and  
10 shall be delivered to Seller no less than sixty (60) days after the expiration of the Feasibility Period  
11 ("Objection Period"). If Buyer timely objects to any matter in the Commitment and/or Review  
12 Documents, Seller may, during the period of time ending on the thirtieth (30<sup>th</sup>) day after Seller's  
13 receipt of notice of the Objections (the "Cure Period") elect, in Seller's sole discretion, to attempt to  
14 cure Buyer's Objections by causing the removal or correction of the objectionable matters, or by  
15 causing the Escrow Agent to commit to insure against such matters in the Owner's Policy in a  
16 manner acceptable to Buyer, provided that title exceptions pertaining to any mortgage, deed of  
17 trust, liens, or financial obligations may, at Seller's option, be removed at Closing using the  
18 Purchase Price to pay such obligation and have the encumbrance formally released. If Seller does  
19 not notify Buyer that it is willing to remove an encumbrance or cause an exception to be removed or  
20 in the event that Seller notifies Buyer that it is unable or unwilling to cure Buyer's Objections prior to  
21 the expiration of the Cure Period, then Buyer may within thirty (30) days after the earlier of the date  
22 Buyer receives notification from Seller or expiration of the Cure Period, either: (a) extend (with  
23 Seller's consent) the time for Seller to cure or remove the objectionable matters; (b) waive the  
24 correction or removal of such matters; or (c) terminate this Agreement by giving written notice to  
25 Seller and Escrow Agent of such termination and the Deposit shall be refunded in full to Buyer  
26 within three (3) business days of such termination. If Buyer does not give timely notice of an  
27 election hereunder, Buyer will be conclusively deemed to have waived the correction or removal of  
28 such matters. Any title encumbrances or exceptions which are set forth in the Title Commitment or  
29 the Survey, if obtained, and to which Buyer does not object on or prior to the last day of the  
30 Objection Period (or which are thereafter waived or deemed to be waived by Buyer) shall be  
31 deemed to be permitted exceptions (the "Permitted Exceptions").  
32

#### 33 ARTICLE IV: CONDITION PRECEDENT TO SELLER'S OBLIGATIONS

34 4.1 No Need for Use as Alternative School Building. Seller's obligation to consummate the  
35 transaction contemplated herein is conditioned upon the absence of any need for Seller to use the  
36 Property as an alternative school building at any time prior to the expiration of the latest deadline  
37 set forth in Section 3.4, above, which need shall be shown by the affirmative vote of a majority of  
38 the members of Seller's Board. In the event a majority of the members of Seller's Board votes to  
39 use the Property as an alternative school building prior to the expiration of the latest deadline set  
40 forth in Section 3.4, above, Seller shall notify Buyer of the same and this Agreement shall be  
41 terminated upon receipt of said notice.  
42

#### 43 ARTICLE V: CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

44 5.1 Inspection Rights and Indemnity. Seller hereby grants to Buyer the right to enter upon the  
45 Property at any reasonable time during the term of this Agreement prior to the Closing to make  
46 inspections thereof or for other purposes incident to Buyer requirements relative to the acquisition

1 and use of the Property. Buyer shall provide Seller with no less than 48 hours' prior written notice  
2 before each such entry, with such notice to include the scope of Buyer's intended inspection;  
3 provided, however, prior to entering the Property for any reason Buyer shall provide Seller with  
4 evidence of liability insurance with limits of no less than \$2,000,000, together with an additional  
5 insured endorsement naming Seller as an additional insured. Buyer's insurance shall be primary  
6 and non-contributory with respect to any insurance coverage Seller may have in effect. In addition,  
7 Buyer shall indemnify, defend, protect and hold Seller harmless from and against all costs, claims,  
8 liabilities and damages arising out of or relating to any negligent acts of Buyer regarding its entry  
9 onto the Property or inspections and investigations of the Property; provided, however, Buyer shall  
10 have no indemnity obligations for such costs, claims, liabilities and damages arising out of or  
11 relating to the negligent acts of Seller. Buyer's indemnity obligations shall not be reduced or altered  
12 by the limits of any insurance coverage Buyer may have in effect.

13  
14 5.2 Conditions Precedent. Buyer's obligation to consummate the transaction contemplated herein  
15 is conditioned upon satisfaction of each of the following conditions at or prior to the Closing, any  
16 one or more of which conditions precedent may be waived by Buyer in Buyer's sole discretion:

- 17  
18 (a) Representations and Warranties. None of the representations and warranties of Seller  
19 set forth in this Agreement shall be untrue or inaccurate in any material respect;  
20 (b) Seller's Obligations. Seller shall have performed or complied with Seller's covenants,  
21 agreements and obligations hereunder in all respects;  
22 (c) No Bankruptcy Proceeding. There shall not have been instituted by or against Seller or  
23 the Property any bankruptcy proceeding;  
24 (d) Environmental Review. Buyer is, after having conducted its review of the environmental  
25 assessment(s) of the Property, fully satisfied with the condition of the Property as  
26 evidenced by Buyer's failure to terminate the Agreement pursuant to Section 3.04.  
27 (e) Financing. Buyer has secured the public funds necessary to purchase the Property as of  
28 the Closing Date.  
29

## 30 ARTICLE VI: SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

31 6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of  
32 the Effective Date and as of the Closing Date, as follows:

33 (a) Seller's Authority. This Agreement has been duly authorized by requisite action and is  
34 enforceable against Seller in accordance with its terms; neither the execution and delivery  
35 of this Agreement nor the consummation of the sale provided for herein will constitute a  
36 violation of law or a breach by Seller of any provision of any agreement or other instrument  
37 to which Seller is a party or to which Seller may be subject although not a party, or will result  
38 in or constitute a violation or breach of any judgment, order, writ, junction or decree issued  
39 against or binding upon Seller or the Property;

40 (b) No Pending Proceedings. There is no action, suit, proceeding or claim affecting the  
41 Property or any portion thereof, nor affecting Seller and relating to the ownership, operation,  
42 use or occupancy of the Property, pending or being prosecuted in any court or by or before  
43 any federal, state, county or municipal department, commission, board, bureau or agency  
44 or other governmental entity nor, to Seller's knowledge, is any such action, suit, proceeding  
45 or claim threatened or asserted;

1 (c) No Insolvency Proceedings. No attachment, execution, assignment for the benefit of  
2 creditors, receivership, conservatorship or voluntary or involuntary proceedings in  
3 bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by  
4 or against Seller or the Property, nor is any such action pending by or against Seller or the  
5 Property;

6 (d) Title. Seller is the legal fee simple titleholder of the Property and has good and  
7 marketable title to the Property free and clear of all liens and encumbrances of any kind,  
8 except (i) those exceptions of public record in Salt Lake County, Utah, (ii) utility and other  
9 easements of record, (iii) facts and conditions which would be disclosed by an inspection  
10 and/or survey of the Property, and (iv) real estate taxes for the current tax year, if any, which  
11 are liens on the Property and are not yet due and payable, all of which may or may not be  
12 acceptable to Buyer;

13 (e) Contract Obligations. Except as otherwise disclosed in the Title Commitment, or as  
14 disclosed pursuant to Section 3.03 of this Agreement, no lease, contract or agreement  
15 exists relating to the Property or any portion thereof which is not terminable at will or upon  
16 not more than thirty (30) days' prior notice;

17 (f) No Competing Rights. No person, firm or entity, other than Buyer or as disclosed  
18 pursuant to Section 3.03(a) of this Agreement, has any right to purchase, lease or otherwise  
19 acquire or possess the Property or any part thereof;

20 (g) No Regulatory Violations. Seller has no knowledge, and has not received any written or  
21 other notice, that the Property is in breach of any law, ordinance or regulation, or any order  
22 of any court or any federal, state, municipal or other governmental department,  
23 commission, board, bureau, agency or instrumentality wherever located, including, without  
24 limitation, those relating to environmental matters and hazardous waste, and no claim,  
25 action, suit or proceeding is pending, or, to the best of Seller's knowledge and belief and  
26 after due inquiry, threatened against or affecting Seller or affecting the Property, at law or in  
27 equity, or before or by any federal, state, municipal or other governmental department,  
28 commission, board, bureau, agency or entity wherever located, with respect to the Property  
29 or Seller's present use and operation of the Property;

30 (h) No Hazardous Materials. To the best of Seller's knowledge, neither Seller nor any tenant  
31 of Seller, has caused or permitted any hazardous material to be placed, held, located, or  
32 disposed of on, under, or at the Property in violation of applicable law. Hazardous material  
33 is hereby defined for purposes of this paragraph as any material identified now or in the  
34 future under any federal, state, or local law or regulation, or any other material or substance  
35 which may be considered hazardous or otherwise subject to statutory or regulatory  
36 requirements governing handling, disposal, or cleanup.

37 (i) Ad Valorem Taxes. Except as otherwise expressly provided in this Agreement, all ad  
38 valorem taxes, if any, on the Property for prior years and all special assessments, if any, on  
39 the Property that are due and payable of any kind have been paid in full in accordance with  
40 their terms and there are no deferred ad valorem taxes for prior years or unpaid special  
41 assessments pertaining to the Property; and

1 (j) Condition of Real Property. The Property is sold by Seller to Buyer “as is.” Seller makes  
2 no representations regarding the condition and/or defects of the Property.

3 6.2 Covenants of Seller.

4 (a) Buyer Access. Subject to the requirements of Section 5.1, above, during the term of this  
5 Agreement, Buyer, or its authorized agents, shall be given reasonable access to the Property  
6 to conduct inspections in order to prepare for an orderly transition of management thereof.

7 (b) New Leases. From the Effective Date, Seller shall not execute any new lease for the  
8 Property or a portion thereof without Buyer’s prior written approval, which approval Buyer  
9 shall have no obligation to grant and which approval, if granted, may be conditioned in such  
10 manner as Buyer, in Buyer’s sole discretion, deems to be appropriate.

11 (c) Performance of Environmental Audit. Buyer, at any time and from time to time prior to  
12 the Closing, may contract for the services of persons to perform one or more environmental  
13 site audits on the Property for the purpose of determining whether there exists on the  
14 Property any environmental condition which could reasonably be expected to result in any  
15 liability, cost or expense to the owner, occupier or operator of the Property arising under any  
16 state, federal or local law, rule or regulation relating to hazardous materials. Seller shall  
17 supply to Buyer such historical and operational information regarding the Property that is in  
18 Seller’s possession or control that may be reasonably requested by Buyer in order to  
19 facilitate such audits. Buyer shall not make the results of such audits available to Seller  
20 unless Seller requests the results in writing, but Seller may at its election participate under  
21 reasonable procedures in the direction and conduct of such audits.

22 (d) Prohibited Activities. During the term of this Agreement, Seller shall not, without the  
23 prior written consent of Buyer, which consent Buyer shall have no obligation to grant and  
24 which consent, if granted, may be conditioned in such manner as Buyer shall deem to be  
25 appropriate in the sole discretion of Buyer: (i) plat, restrict or encumber, or permit to be  
26 platted, restricted or encumbered, any portion of the Property; (ii) grant any licenses,  
27 easements or other uses affecting any portion of the Property that will survive the Closing;  
28 (iii) voluntarily permit any mechanic’s or materialman’s lien to attach to any portion of the  
29 Property; (iv) place or permit to be placed on the Property any trash, refuse or fill materials  
30 of any kind; (v) excavate or permit the excavation of the Property or any portion thereof; or  
31 (vi) apply for or acquiesce in any rezoning of the Property or apply for or acquiesce in the  
32 rezoning of any adjacent property which would result in the imposition of building setback  
33 lines or other restrictions on the Property.

34 (e) Cessation of Marketing Activities. From and after the Effective Date, Seller (i) shall  
35 suspend all activities to market the Property for sale; (ii) shall refer all persons making  
36 inquiry about the sale of the Property to Buyer; and (iii) shall not enter into any contract to  
37 sell, lease, or otherwise convey the Property to anyone other than Buyer, including without  
38 limitation any contract denominated as a so-called “back-up contract.”

39 (f) Confidentiality. Prior to Closing, neither Party shall disclose the terms of this Agreement  
40 to any person or entity other than its Board members, officials, officers, employees,

1 attorneys, accountants and financial consultants, and other consultants who have a need  
2 to know the contents of this Agreement to fulfill the purposes of this Agreement. Each party  
3 shall have such remedies as provided for at law or in equity in the event of a violation of this  
4 Section by the other party.

5  
6 ARTICLE VII: BUYER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

7 7.1 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller, as of  
8 the Effective Date and as of the Closing Date, as follows:

9 (a) Buyer's Authority. This Agreement has been duly authorized by requisite action and is  
10 enforceable against Buyer in accordance with its terms; neither the execution and delivery  
11 of this Agreement nor the consummation of the sale provided for herein will constitute a  
12 violation of law or breach by Buyer of any agreement or other instrument to which Buyer is a  
13 party or to which Buyer may be subject although not a party, or will result in or constitute a  
14 violation or breach of any judgment, order, writ, junction or decree issued against or binding  
15 upon Buyer or the Property;

16 (b) No Pending Proceedings. There is no action, suit, proceeding or claim affecting Buyer  
17 and relating to the ownership, operation, use or its future occupancy of the Property,  
18 pending or being prosecuted in any court or by or before any federal, state, county or  
19 municipal department, commission, board, bureau or agency or other governmental entity  
20 nor, to Buyer's knowledge, is any such action, suit, proceeding or claim threatened or  
21 asserted; and

22 (c) No Insolvency Proceedings. No attachment, execution, assignment for the benefit of  
23 creditors, receivership, conservatorship or voluntary or involuntary proceedings in  
24 bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by  
25 or against Buyer nor is any such action pending by or against Buyer.

26 ARTICLE VIII: CLOSING

27 8.1 Closing Date and Time. Provided that all of the conditions of this Agreement shall have been  
28 satisfied, the closing (the "**Closing**") of the purchase and sale of the Property shall be conducted at  
29 the offices of the Closing Agent, (or at such other location as shall be mutually agreeable to Seller  
30 and Buyer) on or before the date that is ninety (90) days from the expiration of the Objection Period,  
31 or such earlier date as may be mutually agreed upon by Buyer and Seller. The date on which the  
32 Closing actually occurs is referred to herein as the "**Closing Date.**"

33 8.2 Seller's Closing Matters. At the Closing, Seller shall do the following:

34 (a) General Warranty Deed. Execute, acknowledge and deliver to Buyer a general warranty  
35 deed (the "**Deed**") conveying to Buyer title to the Property, subject only to the Permitted  
36 Exceptions, if any;

37 (b) Non-foreign Person Affidavit. Execute and deliver an affidavit in form and substance  
38 satisfactory to Buyer confirming that Seller is not a foreign person or entity within the  
39 meaning of Section 1445 of the Internal Revenue Code of 1986, as amended; and

1 (c) Title Policy. Cause the Standard Title Policy to be issued to or for Buyer with Permitted  
2 Exceptions, if any.

3 8.3 Buyer's Closing Matters. At or prior to the Closing, Buyer shall do the following:

4 (a) Payment. Deliver the remainder of the Purchase Price ( ) to the Closing  
5 Agent by immediately available funds;

6 (b) Evidence of Authority. Deliver such evidence of authority to close the purchase of the  
7 Property pursuant to this Agreement as Seller or the Closing Agent reasonably requests;  
8 and

9 (c) Other Items. Execute, acknowledge where required and/or deliver any and all other  
10 items contemplated by the terms of this Agreement or reasonably required by Seller or its  
11 legal counsel or by the Closing Agent.

12 8.4 Closing Costs. Any escrow fee and expenses charged by the Closing Agent shall be paid  
13 equally by the Parties. Seller shall pay all costs for the Standard Owner's Title Policy; and all  
14 property taxes, if any, for periods prior to the tax year in which the Closing occurs. Buyer shall pay  
15 (i) the cost of recording the Deed for the Real Property; and (ii) a prorated share of the real and  
16 personal property ad valorem taxes, if any, pertaining to the Property for the portion of the current  
17 tax year after Closing. Each party shall be responsible for the payment of its own attorneys' fees  
18 incurred in connection with this Agreement and all other expenses which such party incurs.

19 **ARTICLE IX: REMEDIES**

20 9.1 Buyer's Remedies. If Seller fails or refuses to comply in a timely manner with its obligations  
21 under this Agreement or if, at the Closing, any of Seller's representations, warranties or covenants  
22 contained herein is not true or has been breached or modified, and all conditions precedent  
23 hereunder have been satisfied and Buyer is not in default hereunder, the following options shall be  
24 available to be exercised by or on behalf of Buyer, as Buyer's sole and exclusive remedies: (a) to  
25 terminate this Agreement by giving Seller written notice of such election prior to or at the Closing,  
26 and thereupon this Agreement shall terminate, and Buyer shall be entitled to immediate return of  
27 the Deposit, and all parties hereto or mentioned herein shall be relieved and released of all further  
28 obligations, claims and liabilities hereunder; (b) to waive, prior to or at the Closing, the applicable  
29 objection or condition and proceed to close the transaction contemplated hereby in accordance  
30 with the remaining terms hereof, and Seller shall be released from all liability relating to such  
31 waived objection or condition; or (c) in recognition of the fact that the Property is unique and of  
32 particular importance to Buyer, to enforce specific performance of Seller's obligations under this  
33 Agreement by filing an action for specific performance within sixty (60) days of the alleged breach.

34 9.2 Seller's Remedies. If Buyer fails or refuses to comply in a timely manner with its obligations  
35 under this Agreement or if, at the Closing, any of Buyer's representations, warranties or covenants  
36 contained herein is not true or has been breached or modified, and all conditions precedent  
37 hereunder have been satisfied and Seller is not in default hereunder, Seller shall be entitled, as  
38 Seller's sole and exclusive remedy, to (a) terminate this Agreement by written notice to Buyer and  
39 the Closing Agent, and the Closing Agent shall thereafter release the Deposit to Seller within three  
40 (3) business days of such notice; or (b) waive, prior to or at the Closing, the applicable objection or

1 condition and proceed to close the transaction contemplated hereby in accordance with the  
2 remaining terms hereof.

3 ARTICLE X: RISK OF LOSS, INSURANCE, AND INDEMNIFICATION

4 10.01 Risk of Loss in General. Because Seller shall have possession of the Property from the  
5 Effective Date through the Closing Date, risk of loss until the Closing Date shall be borne by Seller.

6 10.02 Maintenance of Insurance. Seller shall also maintain liability insurance in the amount of at  
7 least \$2,000,000 during all times prior to Closing. Seller shall name Buyer as an additional insured  
8 on all insurance policies relating to the Property.

9 10.03 Indemnification. For any incidents occurring prior to the Closing Date, Seller shall indemnify,  
10 defend and hold Buyer and its officials, officers, employees, attorneys, accountants and  
11 consultants harmless from and against all liability, loss, damage, costs, or expenses (including  
12 reasonable attorneys' fees and court costs) arising from or as a result of death of any person, or any  
13 accident, injury, loss or damage whatsoever caused to any person or to the property of any person,  
14 directly or indirectly caused by any acts done on or in connection with the Property or any errors or  
15 omissions of Seller or its Board members, officials, officers, employees, attorneys, accountants,  
16 consultants, or contractors, except for such liability, loss, damage, costs or expenses caused by the  
17 willful misconduct or negligent acts or omissions of Buyer or its officials, officers, employees,  
18 attorneys, accountants and consultants. The obligations of this paragraph shall survive the  
19 termination of this Agreement.

20 For any incidents occurring on or after the Closing Date, Buyer shall indemnify, defend and  
21 hold Seller and its Board members, officials, officers, employees, attorneys, accountants,  
22 consultants, or contractors harmless from and against all liability, loss, damage, costs, or expenses  
23 (including reasonable attorneys' fees and court costs) arising from or as a result of death of any  
24 person, or any accident, injury, loss or damage whatsoever caused to any person or to the property  
25 of any person, directly or indirectly caused by any acts done on or in connection with the Property  
26 or any errors or omissions of Buyer or its officials, officers, employees, attorneys, accountants and  
27 consultants, except for such liability, loss, damage, costs, or expenses caused by the willful  
28 misconduct or negligent acts or omissions of Seller or its Board members, officials, officers,  
29 employees, attorneys, accountants, consultants, or contractors. The obligations of this paragraph  
30 shall survive the termination of this Agreement.

31 ARTICLE XI: SURPLUS PROPERTY

32

33 11.01 Eligible Entity. The parties acknowledge and agree that Buyer is an Eligible Entity as defined  
34 by Utah Code Ann. § 53G-4-901(1). The parties further acknowledge that the Property is located  
35 within Buyer's boundaries, that Buyer is incorporated, and, therefore, that no qualifying planning  
36 area is located within Buyer's boundaries.

37

38 11.02 Surplus Property. The parties acknowledge and agree that, in the event the condition  
39 precedent to Seller's Obligation occurs, this Agreement is intended to fulfill the notice  
40 requirements and other provisions of Utah Code Ann. § 53G-4-902.

41

42

1 ARTICLE XII: MISCELLANEOUS

2  
3 12.01 Integration. This Agreement constitutes the entire and final expression of the agreement of  
4 the parties with respect to the subject matter hereof and supersedes all prior agreements and  
5 understandings of the parties, either oral or written. There are no other agreements, oral or written,  
6 between the parties regarding the Property.

7  
8 12.02 Modification. This Agreement can be amended only by written agreement signed by the  
9 parties hereto and by reference made a part hereof.

10  
11 12.03 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and  
12 Buyer, and their respective heirs, personal representatives, successors and assigns.

13  
14 12.04 Notices. Any notice, communication, request, demand, reply or advice (severally and  
15 collectively referred to as “**Notice**”) in this Agreement required or permitted to be given, made or  
16 accepted must be in writing. Notice may, unless otherwise specifically provided herein, be given or  
17 served (a) by depositing the same in a receptacle regularly maintained and serviced by the United  
18 States Postal Service, postage pre-paid, registered or certified, and addressed to the party to be  
19 notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such  
20 party, in person or by commercial courier or (c) by regular mail, facsimile transmission (with  
21 electronic confirmation), or other commercially reasonable means addressed to the party to be  
22 notified. Notice sent by registered or certified mail in the manner hereinabove described shall be  
23 effective on the earlier of the third (3rd) business day after such deposit or the actual receipt  
24 thereof. Notice given in any other manner shall be effective only if and when received by the party  
25 to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as  
26 provided below, be as follows:

27  
28 Seller: Board of Education of Granite School District  
29 2500 South State Street  
30 Salt Lake City, UT 84115  
31 Attention: Property Management  
32 E-mail Address: [realestate@graniteschools.org](mailto:realestate@graniteschools.org)  
33 Telephone No.: (385) 646-4235

34  
35 With a copy to: Matthew L. Anderson  
36 Fabian VanCott  
37 95 South State, Suite 2300  
38 Salt Lake City, UT 84111  
39 [manderson@fabianvancott.com](mailto:manderson@fabianvancott.com)

40  
41 Buyer: City of Kearns

42 \_\_\_\_\_  
43 Kearns, Utah 84118

44 Attn: \_\_\_\_\_

45 Email Address: \_\_\_\_\_

46  
47 With a copy to:

1 Greater Salt Lake Municipal Services District  
2 2001 South State Street, #N3600  
3 Salt Lake City, Utah 84190  
4 Attn: [REDACTED]  
5 Email Address: [REDACTED]  
6

7 The parties hereto shall have the right from time to time to change their respective addresses, and  
8 each shall have the right to specify as its address any other address within the United States of  
9 America, by not less than ten (10) days' prior written notice to the other party.

10  
11 12.05 No Brokerage Commissions. Each of Buyer and Seller represents and warrants to the other  
12 that it has not dealt with any broker in connection with this Agreement or the Property and Buyer  
13 and Seller agree to indemnify and save the other harmless from all loss, claim, damage, cost or  
14 expense (including reasonable attorneys' fees of counsel of the other's choice against whom the  
15 indemnifying party makes no reasonable objection) arising from its breach of this representation  
16 and warranty. This warranty and representation shall survive the term or any early termination of  
17 this Agreement.

18  
19 12.06 Survival of Obligations. To the extent necessary to carry out the terms and provisions hereof,  
20 the terms, conditions, warranties, representations, obligations and rights set forth herein shall not  
21 be deemed terminated at the time of the Closing, nor shall they merge into the various documents  
22 executed and delivered at the time of the Closing. All representations and warranties by Seller will  
23 survive Closing for a period of one (1) year.

24  
25 12.07 Applicable Law. THE CONSTRUCTION, ENFORCEMENT, INTERPRETATION AND VALIDITY OF  
26 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH. THE OBLIGATIONS  
27 OF THE PARTIES ARE PERFORMABLE, AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF THIS  
28 AGREEMENT SHALL LIE IN SALT LAKE COUNTY, UTAH.

29  
30 12.08 Headings. The headings which have been used throughout this Agreement have been  
31 inserted for convenience of reference only and do not constitute matters to be construed in  
32 interpreting this Agreement.

33  
34 12.09 Terminology. Words of any gender used in this Agreement shall be held and construed to  
35 include any other gender and words in the singular number shall be held to include the plural, and  
36 vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and  
37 other similar compounds of the word "here" when used in this Agreement shall refer to the entire  
38 Agreement and not to any particular provision or section. The words "include" and "including" shall  
39 be deemed to be followed by the phrase "without limitation" unless otherwise qualified.

40  
41 12.10 Construction of Agreement. This Agreement shall not be construed more strictly against one  
42 party than against the other merely by virtue of the fact that it may have been prepared by legal  
43 counsel for one of the parties, it being recognized that both Seller and Buyer have contributed  
44 substantially and materially to the preparation of this Agreement.

45  
46 12.11 Severability. If any one or more of the provisions of this Agreement, or the applicability of any  
47 such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be  
48 modified to the minimum extent necessary to make it or its application valid and enforceable, and

1 the validity and enforceability of all other provisions of this Agreement and all other applications of  
2 any such provision shall not be affected thereby.

3  
4 12.12 Counterpart Execution. This Agreement may be executed in several counterparts, each of  
5 which shall be fully executed as an original and all of which together shall constitute one and the  
6 same instrument.

7  
8 12.13 Incorporation of Exhibits. Any Exhibits and Attachments attached hereto are hereby  
9 incorporated into this Agreement.

10  
11 12.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and  
12 Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the  
13 Closing any and all such further acts as may be reasonably necessary to consummate the  
14 transactions contemplated hereby.

15  
16 12.15 Litigation. In the event of litigation between the parties with respect to the Property, this  
17 Agreement, the performance of the obligations hereunder or the effect of a termination under this  
18 Agreement, the breaching party shall pay all costs and expenses incurred by the non-breaching  
19 party in connection with such litigation, including reasonable attorney fees and expenses, expert  
20 fees, and court costs.

21  
22 12.16 Benefit. This Agreement is for the benefit only of the parties hereto or their respective heirs,  
23 personal representatives, successors and assigns, and no other person or entity shall be entitled to  
24 rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof.

25  
26 12.17 Assignment. No Party may assign this Agreement without the consent of the other Party.

27  
28 12.18 Form of Instruments. Except as otherwise provided herein, all instruments to be furnished  
29 hereunder shall be prepared in such form as is reasonably acceptable to the party receiving such  
30 instrument.

31  
32 12.19 Legal Holiday and Business Days. If any date herein set forth for the performance of any  
33 obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided  
34 should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery  
35 shall be deemed acceptable on the next business day following such Saturday, Sunday or legal  
36 holiday. As used herein, the term "legal holiday" means any federal holiday for which financial  
37 institutions or post offices in Utah are generally closed for observance thereof. As used herein, the  
38 term "business day" shall mean a day which is not a Saturday, Sunday or legal holiday.

39  
40 12.20 Nonwaiver. Except as otherwise specifically provided for hereunder, no party shall be  
41 deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by the  
42 party waiving such right. Except as otherwise specifically provided for hereunder, no delay or  
43 omission by any party in exercising any right shall operate as a waiver of such right or of any other  
44 right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or  
45 remedy on any future occasion. Except as otherwise provided in Sections 9.01 and 9.02 hereof, all  
46 rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper,  
47 will be cumulative and may be exercised separately or concurrently.

48

1 12.21 Governmental Immunity. The Parties are governmental entities subject to the Utah  
2 Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the “Act”). It is agreed that the  
3 Parties are responsible and liable for their own wrongful or negligent acts committed by their  
4 agents, officials, or employees only as provided for by the Act. The Parties do not waive any rights,  
5 defenses or limitations available under the Act.  
6

7 12.22 Relationship of the Parties. Nothing herein shall be construed as creating the relationship  
8 between Seller and Buyer of principal and agent, or of partners or joint venturers; it being  
9 understood and agreed that no provision of this Agreement, nor any act of the parties, shall ever be  
10 deemed to create any relationship between them other than the relationship of Seller and Buyer.  
11

12 12.23 Force Majeure. In the event that Seller or Buyer shall be delayed or hindered in, or prevented  
13 from, the performance of any duty, responsibility, or other act required under this Agreement to be  
14 performed by Seller or Buyer and such delay or hindrance is due to strikes, lockouts, acts of God,  
15 governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a  
16 like nature beyond the control of the party so delayed or hindered, then performance of such duty,  
17 responsibility or other act shall be excused for the period of such delay and the period for the  
18 performance of such duty, responsibility or other act shall be extended for a period equivalent to  
19 the period of such delay. Any party to this Agreement asserting that a force majeure circumstance  
20 has or is occurring shall give written notice thereof to the other party and the period of force  
21 majeure shall commence to run not earlier than thirty (30) days prior to the date of such written  
22 notice.  
23

#### 24 ARTICLE XIII: INTERLOCAL COOPERATION ACT

25 13.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act, and in  
26 connection with this Agreement, the Seller and Buyer agree as follows:

27 (a) This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the  
28 Interlocal Act;

29 (b) This Agreement shall be reviewed as to proper form and compliance with applicable law  
30 by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the  
31 Interlocal Act;

32 (c) A duly executed original counterpart of this Agreement shall be filed with the keeper of  
33 records of each party, pursuant to Section 11-13-209 of the Interlocal Act;

34 (d) Except as otherwise specifically provided herein, each party shall be responsible for its  
35 own costs of any action taken pursuant to this Agreement, and for any financing of such  
36 costs; and

37 (e) No separate legal entity is created by the terms of this Agreement. To the extent that this  
38 Agreement requires administration other than as set forth herein, it shall be administered by  
39 a joint board of the Mayor of the City of Kearns or designee, and the superintendents of the  
40 Granite School District or designee. No real or personal property shall be acquired jointly by  
41 the parties as a result of this Agreement.

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**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement, consisting of the foregoing provisions and articles, including all exhibits and other attachments referenced therein, as of the date first above written.

**SELLER:**

**GRANITE SCHOOL DISTRICT**  
a Utah \_\_\_\_\_.

**By:**

**Name:** \_\_\_\_\_.  
**Title:** \_\_\_\_\_.

**BUYER:**

**CITY OF KEARNS,**  
a Utah \_\_\_\_\_.

**By:**

**Name:** \_\_\_\_\_.  
**Title:** \_\_\_\_\_.

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**EXHIBIT A**  
**DESCRIPTION OF THE PREMISES**

DRAFT

# Freelance Visual Storyteller & Content Producer

**Location:** Kearns, UT (Hybrid: On-site filming/meetings; Remote editing)

**Compensation:** \$1,500 – \$2,000 Monthly Retainer (Based on Portfolio)

**Type:** Independent Contractor

## The Mission

Kearns is a city of stories. We are seeking a creative partner to build the visual image of our community. We don't just want someone to "record events"; we want a storyteller who can take city initiatives and turn them into educational, entertaining, and emotionally resonant videos that make residents proud to call Kearns home.

## The Workload

This role operates on a flexible monthly retainer.

- **Video Production:** Average of **3 videos per month** (Max 5 during peak seasons).
- **Video Length:** Average of **2 minutes**, with occasional "Deep Dives" up to **5 minutes**.
- **Civic Support:** Provide technical production management for **one Monthly City Council Meeting**. We offer high flexibility—if a scheduling conflict arises, we work with you to find a solution.

## Key Responsibilities

- **End-to-End Production:** Storyboarding, filming, lighting, audio, and professional editing.
- **Image Building:** Create a consistent, high-quality "look and feel" for the City.
- **Meeting Management:** Ensure the monthly council meeting is produced professionally for public record and viewing.

## Required Equipment

As a freelancer, you must provide your own professional production kit, including:

- 4K-capable camera and professional lenses.
  - Audio gear (Lavalier and shotgun microphones).
  - Stabilization (Gimbals/Tripods) and portable lighting.
  - Professional editing suite (Adobe Premiere, DaVinci Resolve, or Final Cut).
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## How to Apply (Submission Requirements)

To be considered, please submit the following:

1. **A Professional Demo Reel:** A highlight video showcasing your best cinematography, color grading, and editing rhythm.
2. **A Narrative Work Sample:** A link to one full-length video (2–5 minutes) that demonstrates your ability to tell a story with dialogue, interviews, or educational content.
3. **Equipment List:** A brief summary of the gear and software you will use for this contract.
4. **Resume/Bio:** Highlighting your experience with community or brand storytelling.

## Diana Baun

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**From:** Michael Reynolds <michaelreynolds1123@gmail.com>  
**Sent:** Monday, April 13, 2026 5:00 PM  
**To:** Diana Baun  
**Subject:** Community renewable energy act

**Categories:** Kearns

You don't often get email from michaelreynolds1123@gmail.com. [Learn why this is important](#)

Diana,

I would like to express my support for the community renewable energy act and encourage the city council to approve our enrollment. This program has been of major interest to the clean energy community since 2019 and it's finally here! It brings a new ability to source 100% renewable electricity to businesses and homeowners, allowing all of us to towards a sustainable balance with our air and lake. This has been eagerly anticipated and carefully crafted to minimize the cost burden it would place on participants. I believe this is a price well worth the benefit and encourage the council to support it in this final form.

Best,

Michael Reynolds  
5702 Plumbago Ave, Kearns, UT 84118

**KEARNS CITY COUNCIL**

RESOLUTION NO. R2026-12

DATE: May 11, 2026

**RESOLUTION OF THE KEARNS CITY COUNCIL APPOINTING MEMBERS TO THE KEARNS COMMUNITY COMMITTEE**

**WHEREAS**, on April 13, 2026, the Kearns City Council (“**Council**”) adopted Ordinance 2026-O-03, which established the Kearns Community Committee (“**Committee**”); and

**WHEREAS**, the Council developed the Committee to mirror, to the extent possible, the board structure and purpose of the Kearns Community Council; and

**WHEREAS**, the Council established the Committee with nine-members to mirror the Kearns Community Council’s framework; and

**WHEREAS**, the Council appointed the six existing Kearns Community Council members to the Committee, leaving three vacancies; and

**WHEREAS**, pursuant to Section 2.56.030 of the Kearns Municipal Code, the Council desires to appoint members to the Committee to fill the three remaining vacancies.

**NOW, THEREFORE BE IT RESOLVED** by the Kearns City Council that:

1. Appointment: The following individuals are appointed to the Committee with the below terms:

- a. \_\_\_\_\_ and \_\_\_\_\_, who shall each serve two-year terms ending on December 31, 2027.
- b. \_\_\_\_\_, who shall each serve three-year terms ending on December 31, 2029.

2. Severability: If a court of competent jurisdiction determines that any part of this resolution is unconstitutional or invalid, then such portion of this resolution, or specific application of this resolution, shall be severed from the remainder, which shall continue in full force and effect.

3. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this resolution to become effective under Utah law; and (b) to finalize and post the resolution to MuniCode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

4. Effective Date: This Ordinance shall become effective immediately upon its posting.

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council  
on this 11<sup>th</sup> day of May 2026.

CITY OF KEARNS

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By: Jesse Valdez, Mayor

ATTEST:

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Diana Baun, City Recorder

City Council Vote as Recorded:

Mayor Valdez	_____
Council Member Colby	_____
Council Member Butterfield	_____
Council Member Longtin	_____
Council Member Schaeffer	_____

**KEARNS CITY COUNCIL**

RESOLUTION NO. R2026-13

DATE: May 11, 2026

**A RESOLUTION ADOPTING THE CITY OF KEARNS 2026-2027 TENTATIVE BUDGET**

WHEREAS, the City of Kearns (“**Kearns**”) is a municipality and political subdivision of the state of Utah; and

WHEREAS, Kearns has prepared a tentative budget for the 2026-2027 fiscal year pursuant to Utah Code § 10-6-111, which the Kearns City Council desires to adopt and present to the public for comment at a public hearing to be held on June 8, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Kearns City Council that effectively immediately:

1. Adoption. The attached tentative budget is hereby adopted pursuant to Utah Code § 10-6-111 as Kearns’s tentative budget for the 2026-2027 fiscal year.
2. Scheduling of Budget Hearing. Pursuant to Utah Code § 10-6-113, the Kearns Council will hold a public hearing on June 8, 2026, at 6:00 p.m. at the Element Center located at 5658 Cougar Lane in Kearns to receive public comments on the adoption of tentative budget as Kearns’s final budget for the 2026-2027 fiscal year.
3. Notice of Budget Hearing. Notice of the public hearing shall be provided pursuant to Utah Code § 10-6-113.
4. Public Inspection of Tentative Budget. Kearns staff and contractors are authorized and directed to make a copy of this tentative budget available for public inspection for a period of at least ten days prior to the public hearing, pursuant to Utah § 10-6-112.
5. This resolution shall take effect upon its adoption.

*[Execution page to follow]*

ADOPTED AND APPROVED at a duly called meeting of the Kearns City Council on this 11<sup>th</sup> day of May 2026.

CITY OF KEARNS

By: \_\_\_\_\_  
Jesse Valdez, Mayor

ATTEST

\_\_\_\_\_  
Diana Baun, Kearns City Recorder

VOTING:  
Mayor Valdez voting \_\_\_\_\_  
Council Member Butterfield voting \_\_\_\_\_  
Council Member Colby voting \_\_\_\_\_  
Council Member Longtin voting \_\_\_\_\_  
Council Member Schaeffer voting \_\_\_\_\_