Written Statement and Request for Council Review

To: Payson City Mayor and City Council | Via: City Recorder

Date: October 20, 2026 | Regarding: October 21, 2026 consideration of eminent domain authorization — proposed SR-198 perpetual utility easement

Submitted by: Jennifer Mann, Payson property owner and taxpayer

Dear Mayor and Members of the Payson City Council:

I am submitting this statement so that each Council member has a fuller account of Payson City's proposed acquisition of a perpetual utility easement on my property before deciding whether to authorize eminent domain. I will be out of town on October 21 and respectfully request that this statement be distributed in advance and included with the materials available to Council.

I understand the need for public infrastructure and responsible stewardship of taxpayer funds. I am also a Payson taxpayer whose private property rights the City seeks to acquire permanently. Those responsibilities should be considered together. I am not asking the Council simply to adopt my proposed compensation amount; I am asking it to examine the complete negotiation history, material discrepancies, unanswered questions, and pending independent appraisal before authorizing litigation.

1. My experience as a Payson resident

I spent more than eight years searching for a property where I could have horses and enjoy the peace, quiet, rural atmosphere, and beautiful views that were so important to me. I specifically chose this property because it offered those qualities, which are now among the very things I am concerned about and believe the proposed power line project will negatively impact. I invested substantial time and resources in making this property my home. Soon after moving to Payson, my interactions with the City over this project became stressful and discouraging. As a newer Payson resident, I have not had a positive experience with the City during this process. I had hoped for respectful, transparent communication and a genuine effort to understand the impact of placing overhead transmission infrastructure immediately in front of my home. This prolonged process has taken a significant amount of my time and energy away from my work, running my business, spending time with family, and simply enjoying my home and the property I worked so hard to acquire. Rather than being able to enjoy the peace and rural setting I spent years searching for, I have spent countless hours dealing with uncertainty, unanswered questions, and ongoing negotiations. This is not how I hoped to begin my experience as a member of the Payson community.

2. October 2025 formal complaint and the City's written commitment

In October 2025, I sent City leadership a formal complaint concerning repeated telephone calls, messages, and uninvited visits by City representative Tim Blackham, including contacts after I requested email-only communication. I described conduct I experienced as pressuring, dismissive, and unprofessional, and asked that the City review the complaint. City Attorney Brandon Dalley acknowledged the complaint, said Mr. Blackham had been asked to cease communicating with me, and wrote: "We understand and respect your preference for communication by email, and all future correspondence will be conducted through email unless you direct otherwise." I never directed otherwise. I have not received a substantive written account of any review or findings concerning my formal complaint.

Following my initial interactions with City representative Tim Blackham and my October 2025 formal complaint, most of my communications and negotiations regarding the proposed easement have been with City Attorney Brandon Dalley, primarily through the Utah Office of the Property Rights Ombudsman. I have directed

numerous written questions, requests for clarification, appraisal concerns, and counteroffers to the City through this process. My experience as a Payson resident and taxpayer has therefore been shaped not only by the initial contacts but also by the City's subsequent responses, changing compensation positions, and repeated invitations to meet verbally despite its written commitment to email communication. I ask the Mayor and Council to review the correspondence itself and consider the full history, rather than rely solely on a summary of the City's position.

I later raised additional concerns regarding unannounced visits and entry into gated private areas of my property by individuals associated with the City's appraisal process. I was never informed in advance of the dates or times when Integra's appraisers would be inspecting my property, nor was I given the opportunity to accompany them during their inspection. Under Utah Code § 78B-6-505, property owners are expressly entitled to accompany an appraiser during an inspection conducted for eminent domain purposes. Additionally, Utah Code § 78B-6-506 requires reasonable notice before authorized entry onto private property for examinations and surveys. I requested an explanation and advance notice of property access. The correspondence provided to date does not show a substantive written answer to those concerns.

3. Information provided about the project has changed or remains inconsistent

- Underground installation: On May 12, 2026, the City Attorney wrote that transmission lines "cannot be buried." The Ombudsman later relayed his clarification that burial is physically possible but considered cost prohibitive. I also reported earlier statements by the City's representative that burial was possible. I requested a clear explanation of the differing representations and the alternatives considered.
- Voltage: The City Attorney identified the proposed facilities as 26 kV, while the Integra appraisal references 46 kV. I have asked the City to clarify the actual project voltage and explain the applicability of the appraisal's assumptions and studies.
- Easement area: City project materials have identified 1,332 square feet, while the appraisal values 944 square feet. I have asked which exact area and legal description the City proposes to acquire, and whether the appraisal addresses that same property interest.
- Route selection: The City stated that the selected alignment is the shortest and affects the fewest property owners. I asked how that conclusion was reached, particularly given the mix of residential and other properties on the opposite side of SR-198.
- Permanent rights: The proposed easement involves more than the initial three electrical conductors. I have asked what future expansion, additional lines, other utilities, access, maintenance, replacement, and occupancy the recorded easement would authorize, and whether the City would limit those rights if its actual intentions are narrower.

4. Specific written questions that remain unresolved

In June 2026, through the Utah Office of the Property Rights Ombudsman, I sent detailed follow-up questions after the City's May response. I asked for answers in writing, including:

- Whether additional conductors or facilities may be added in the future, and whether the City could do so without further permission or compensation;
- The precise pole locations, including whether the two proposed steel poles would be on the sidewalk, public right-of-way, or private property;
- The duration of construction directly in front of my home, rather than only the estimated five-month project duration;
- Whether trucks, horse trailers, RVs, tractors, and other large vehicles could enter and leave my driveway throughout construction, and whether parking, detours, excavations, or temporary restrictions were anticipated;

- Whether temporary construction easements, staging, additional entry, or separate compensation for temporary impacts would be necessary;
- The basis for the statement that the lines would produce no noise, and how visual impacts and potential buyer perceptions were considered;
- The scope of restrictions on landscaping, fencing, improvements, and future use within the easement;
- The circumstances of unannounced entry into gated areas of my property and the notice procedures the City would follow;
- Why other affected owners reportedly told me that City representatives had identified me as the remaining owner who had not signed, notwithstanding the City's stated position regarding confidentiality of negotiations.

Rather than responding point by point, the City Attorney stated that written answers might be construed as arguing and again invited a call, Zoom meeting, or in-person meeting. The City has continued to offer live discussions, including in its September 29 response, but has not identified in writing which specific questions require clarification or what context is missing. My request for written communication is about accuracy, accountability, and maintaining a clear record; it is not a refusal to communicate or negotiate.

5. Appraisal, compensation, and the initial omission of severance damages

Before an appraisal was obtained, I was presented with offers of $3,500 and then $5,000. I asked what objective valuation supported those amounts. After the Integra appraisal was obtained, the City initially offered $1,510. The appraisal, however, identified approximately $1,510 for the easement component and $15,900 as its rounded total compensation conclusion, reflecting damages to the remainder. The Ombudsman initially relayed the City Attorney's explanation treating $15,900 as a fee-simple value; later, the Ombudsman reported that the City Attorney and Power Director had not understood severance damages and wished to retract the earlier offer. The City then offered $15,900 and withdrew the pressurized irrigation connection from that offer. Subsequently it proposed $22,400, consisting of $15,900 plus $6,500 described as the estimated cost of an independent appraisal. On September 15, the City made a further written offer of $21,900 plus a pressurized irrigation connection conditional on my providing water rights, with a September 25 deadline. These offers should be evaluated in their proper chronological context.

At the outset, City representative Tim Blackham told me that the previous owner would have accepted $1,000. I understand this was his representation about another person, not a formal offer made to me. The City then offered me $3,500 and $5,000 before obtaining its appraisal. Following the appraisal, its initial $1,510 offer did not include the severance damages identified in that report; after this was raised through the Ombudsman, the City revised the offer to $15,900. It later proposed $22,400, consisting of $15,900 plus $6,500 associated with the estimated cost of an independent appraisal. I ask the Council to examine what objective basis supported the early figures, how the initial omission occurred, and how each later amount was determined.

I am also concerned about the acquisition process for neighboring property owners. Based on information shared with me, I understand that some owners may have agreed to easements without independent appraisals or separate consideration of potential severance damages. I have not reviewed their full agreements or valuation records and cannot independently verify those details. I therefore ask the Council to determine what valuation information was provided to affected owners and whether potential damages to their remaining properties were evaluated where applicable. I am not asserting that an independent appraisal or severance-damages payment is required in every voluntary agreement.

I do not contend that a change in offers alone establishes the correct value. I do ask the Council to understand how the City initially interpreted its own appraisal, how its offers were calculated, and why my questions about the methodology remain important. I have challenged the 25% easement factor, the 3% severance-damage conclusion, the reliance on studies rather than demonstrated local comparable market evidence, and whether

the appraisal fully considers the rights granted by a perpetual multi-utility easement along residential frontage. The discrepancy in square footage and the voltage references further warrant clarification.

6. Pressurized Irrigation: Changing Representations and Compensation Terms

Early in this process, Payson City Power representative Tim Blackham repeatedly attempted to use the installation of pressurized irrigation as part of the negotiations for easement rights and compensation. I made clear on multiple occasions that I did not consider an irrigation connection an appropriate substitute for fair monetary compensation for the permanent easement and its impact on my property. After I expressed these concerns, Mr. Blackham told me that the City would be installing an irrigation system regardless of the easement negotiations.

I was also told by a City representative, and have heard from other property owners, that secondary irrigation water had been anticipated for the west side of SR-198 for many years but had not been installed as expected. I have requested clarification about the delay, the City's plans, and the costs and water-right requirements associated with connecting my existing residential-agricultural property.

Despite Mr. Blackham's representation that irrigation would be installed regardless, the City continued presenting the irrigation connection as additional value in its compensation negotiations. The connection was subsequently withdrawn when the City's earlier compensation offer was retracted and revised following City representatives' reported misunderstanding of severance damages. The City later reintroduced the irrigation connection in its September 15 final offer, but conditioned it on my providing the necessary water rights.

Throughout this process, I have continued requesting clarification regarding the changing terms, applicable connection costs, water-right requirements, and whether the proposed permanent easement on my property is necessary for the irrigation connection.

In my October counteroffer, I clarified that I was willing to pay the applicable standard one-time Pressurized Irrigation Impact Fee for my property, as well as the cost of the private lateral line to my home. However, I expressly stated that I was not agreeing to purchase or dedicate additional water rights. My property is an existing one-acre residential-agricultural property with a home approximately 90 years old, not a new subdivision or development. I also reiterated that Payson City Power representative Tim Blackham had informed me that residents in the area had been told for more than 20 years that pressurized secondary water would be coming. Given that history, I requested that Payson City absorb any water-right requirements rather than requiring me to purchase additional water rights on the open market as a condition of receiving the connection.

I respectfully ask the Council to consider the complete history of these representations and changing terms alongside the City's monetary compensation offers. The irrigation connection should not be treated as a consistent or unconditional benefit, or as a form of compensation I agreed to accept in place of fair monetary compensation for the permanent acquisition of my property rights.

7. July 22 unanswered questions and September 15 final offer

On July 22, 2026, the Office of the Property Rights Ombudsman forwarded to City Attorney Brandon Dalley my detailed written concerns and requests for clarification. I expressly stated: “I remain willing to negotiate, and my counteroffer stands.” I further stated that I would consider in good faith any additional written responses, clarification, information, or evidence supporting a different valuation. This was an invitation to continue substantive negotiations, not a refusal to engage.

My July 22 message again identified matters I had previously raised: lack of advance notice or an opportunity to accompany Integra appraisers during inspections; the discrepancy between 1,332 and 944 square feet and the 26-kV and 46-kV references; appraisal methodology and potential market stigma; support for the City's claim that its chosen alignment affects the fewest owners; the proposed secondary-water connection; concerns about disclosure of my negotiation status to neighbors; possible additional conductors and future expansion; construction duration directly at my property and access for trucks, trailers, RVs, tractors and other vehicles; the meaning of the City's statement that access would remain unchanged; the basis for its assertion of no buzzing or noise; and whether the two steel poles would be located on the existing sidewalk. I asked for answers and clarification in writing.

On September 15, 2026—nearly eight weeks later—the City Attorney sent a final-offer letter rather than a point-by-point written response to those questions. The accompanying email stated that the City could no longer delay the project schedule, invited another telephone, Zoom, or in-person discussion, and said that if I did not accept the offer the City would need to initiate eminent domain proceedings. I respectfully ask the Council to consider that many of the substantive questions and concerns I raised in my July 22 correspondence remained unanswered when the City issued its September 15 response, which presented a final compensation offer rather than directly addressing those outstanding matters. Copies of this correspondence are available from me upon request.

The September 15 written offer was $21,900 plus a connection to the City's pressurized irrigation system, expressly conditioned on my furnishing the necessary water rights. The offer expired at 5:00 p.m. on September 25. The letter described $15,900 as the appraised value, characterized the additional amount as a settlement compromise, and asserted that the City's mediation-participation obligation had been satisfied. Satisfaction of a mediation-participation requirement does not mean that my valuation questions were resolved or that I withdrew my willingness to negotiate.

The September 15 "Summary of Easement Rights Requested" included rights to construct electric transmission facilities; inspect, maintain, repair, replace, upgrade, and reconstruct facilities; access the easement area; manage vegetation; and use temporary construction access as reasonably necessary. These provisions make my unanswered questions about future expansion, the limits of the permanent easement, advance notice, and construction access especially material. I ask that the Council review the actual proposed easement language and the scope of the rights to be acquired, not solely the initial three-conductor installation.

8. Negotiations, independent appraisal, and the October 21 authorization request

I have consistently tried to resolve this matter through voluntary negotiations. I have participated through the Utah Office of the Property Rights Ombudsman, consulted real estate and legal professionals and appraisers, submitted detailed written questions, and made multiple counteroffers. My July 2026 counteroffer was $150,000; in October I reduced my monetary request to $50,000 plus a pressurized irrigation connection in an effort to reach agreement. These were negotiation positions, not substitute independent appraisals. Importantly, I requested an independent appraisal months ago. I understood that the City wanted me to continue negotiating before proceeding with that appraisal, and I continued those discussions in good faith. The City later supported obtaining a second appraisal through the Ombudsman. Despite my having requested an independent appraisal months earlier, the City is proceeding with seeking authorization for eminent domain at the October 21 City Council meeting before that appraisal has been completed or its findings considered.

I have also spent months waiting for responses to questions and concerns I sent to the City Attorney, primarily through the Ombudsman. In some instances I received no acknowledgment of the specific issues I had just raised; in others the response addressed different matters or repeated an invitation to meet rather than providing the requested written clarification. My July 22 email expressly stated that I remained willing to negotiate and would consider additional information in good faith. Nearly eight weeks later, the September 15

response was a final settlement offer, not substantive answers to those outstanding questions. I ask the Council to consider both the time spent awaiting City responses and my repeated efforts to move the process forward before accepting any suggestion that I caused the delays.

On September 29, 2026, the Ombudsman conveyed the City Attorney's statement that "$50K is a number that the City does not see as objectively supported" and that "The City cannot afford more delays." He stated that City staff would ask Council on October 21 for authority to move forward with eminent domain and again invited live discussion. I requested an explanation of what the City considers objectively supported, especially in light of its earlier changing offers. The City's project schedule is relevant, but I ask the Council also to consider the time I have spent waiting for responses, the City's own corrections, and the independent appraisal process now being pursued.

9. Questions I ask the Council to consider

- Has the Council received the actual history of my formal complaint, correspondence, negotiation efforts, changing offers, and the correction involving severance damages?
- Has the City reconciled the 1,332-versus-944-square-foot discrepancy and the 26-versus-46-kV references, and confirmed that the appraisal values the exact rights being acquired?
- What permanent and future uses will the recorded easement permit, and how have those rights been reflected in compensation?
- What alternatives to the proposed alignment and above-ground installation were evaluated, and what evidence supports the City's conclusions?
- Why have my detailed written questions not been answered or clarified in writing despite the City's October 2025 commitment?
- Would allowing a reasonable period for completion and review of the independent appraisal provide useful information before authorizing eminent domain?

10. My request

I respectfully request that the Council postpone authorization of eminent domain until the material project and valuation discrepancies are addressed in writing, my outstanding questions receive substantive written responses, and the independent appraisal can be completed and considered in further good-faith negotiations. I respectfully ask Council members to review the written statements and supporting letters I have submitted and consider the full history of my efforts to resolve this matter, rather than relying solely on the City's characterization of why it remains unresolved. I have retained additional correspondence documenting my questions, concerns, and the City's responses, which I am willing to make available directly upon request.

I want this matter resolved. I have not sought to delay the project for its own sake. I have sought accurate information, respectful treatment, and fair compensation for permanent rights affecting my home and property. My experience with Payson City so far has been disappointing, but I hope the Council will take this opportunity to ensure that my concerns are heard and that the process moving forward is fair, transparent, and informed.

Thank you for your consideration.

Respectfully,
Jennifer Mann
Payson property owner and taxpayer

Supporting correspondence for Council review

I respectfully ask that the Mayor and City Council review these materials before making any decision regarding authorization to proceed with eminent domain. Additional correspondence and documentation are

available through City Attorney Brandon Dalley and the Utah Office of the Property Rights Ombudsman, or myself.

I also request that my written statement and accompanying exhibits be distributed to all Council members and the Mayor and included in the public record for the October 21, 2026 meeting.