



41850 S 3900 W West Haven, UT 84401
Phone: 801-731-5819 Fax: 801-731-1002

WEST HAVEN SPECIAL SERVICE DISTRICT

BOARD MEMBERS

Chairman: Kurk Beesley
Vice Chairman: Dale Allen
Mayor Rob Vanderwood
Councilmember Ryan Swapp
James Jenson
Melinda Stimpson
Brent Warren

WEST HAVEN SPECIAL SERVICE DISTRICT BOARD MEETING NOTICE AND AGENDA DECEMBER 16, 2024

Notice is hereby given that the West Haven Special Service District will hold the monthly board meeting on December 16, 2024 beginning @ 6:30 pm at the West Haven City Hall or join us digitally via Zoom <https://us06web.zoom.us/j/82350162553> or watch us live on YouTube at <https://www.youtube.com/channel/UCeeQnQBTfzJwTGoPHMCNCBA>

1. **MEETING TO ORDER**- Chairman Kurk Beesley
2. **OPENING CEREMONIES**
 - A. Pledge of Allegiance- Ryan Swapp
 - B. Invocation- Rob Vanderwood
3. **PUBLIC PRESENTATIONS** (no action may be taken, allotted for issues not listed on the agenda)
4. **STAFF REPORT AND PROJECT UPDATES**
 - A. John Wallace
 - B. Ed Mignone
5. **PUBLIC HEARING** For the purpose of considering an amendment to the West Haven Special Service District 2024-2025 Budget
6. **ACTION ITEMS**
 - A. Proposed Resolution 12-2024 (for the purpose of adopting the 2025 annual meeting schedule)
 - B. Proposed Resolution 13-2024 (for the purpose of amending the WHSSD 2024-2025 budget)
 - C. Proposed Resolution 14-2024 (for the purpose of approving and adopting an agreement between the District and LRB Financial Advisors, Inc. for financial advisory and consulting services)
 - D. Moving the January and February Board meetings to the last Monday of the month
7. **DISCUSSION**-Fee policies
8. **CENTRAL WEBER UPDATE**- Mayor Robert Vanderwood
9. **CONSENT AGENDA**
 - A. Action on minutes (November 18, 2024)
 - B. Billing adjustments (November 2024)
 - C. Monthly accounts payable (December 2024)
 - D. West Haven City - \$55,632.15 (Invoice 11202428 - Administrative Services for November 2024)
 - E. West Haven City - \$26,265.84 (October 2024 Storm Drain Fees)
 - F. West Haven City - \$78,843.21 (October 2024 Garbage Fees)
 - G. Central Weber - \$409,648.00 (invoice 2328361 Treatment Fees)
 - H. LRB Public Finance Advisors - \$6,300.00 (Invoice 2024-0090A Consulting Services on sewer impact fee)
 - I. Gardner Engineering - \$9,830.00 (Invoice 2535 2700 W Lift Station Engineering)
 - J. Rock Hard Excavating LLC - \$6,300.00 (Invoice 1791 4700 W and 4800 S Sewer line Repair)
 - K. Upper Case Printing, Ink - \$7,530.00 (Invoice 2473 Annual utility bill supplies)
10. **ADJOURNMENT**

Charis Sully

CHARIS SULLY, WHSSD RECORDER

BOARD MEMBERS MAY TAKE FINAL ACTION ON ANY ITEM LISTED ON THIS AGENDA

In compliance with the Americans Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids, and services during the meeting should notify the Board Clerk at 731-5819 at least 48 hours in advance.

RESOLUTION NO. 12-2024

A RESOLUTION OF THE WEST HAVEN SPECIAL SERVICE DISTRICT APPROVING AND REESTABLISHING THE ANNUAL MEETING SCHEDULE FOR THE BOARD OF DIRECTORS OF THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Recitals:

WHEREAS, West Haven Special Service District (“District”) is a quasi-municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the District finds that certain sections of Utah Code Annotated 1953, as amended, authorizes public bodies, including the District, to exercise all administrative and legislative powers by resolution; and,

WHEREAS, in conformance with Utah Code Annotated §52-4-202(2), the governing body of the District, being a public body which holds regular meetings scheduled in advance during a year, must give public notice at least once each year of its annual meeting schedule specifying the date, time, and place of such meetings; and,

WHEREAS, the Board of Directors desires to remain in compliance with laws and regulations; and,

WHEREAS, the Board of Directors finds that the public convenience and necessity, public safety, health and welfare is at issue in this matter; now

THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF DIRECTORS OF WEST HAVEN SPECIAL SERVICE DISTRICT as follows:

Section 2. Establishment of Annual Meeting Schedule for the West Haven Special Service District:

That the District establishes this meeting schedule for the next twelve months (January 2025 – December 2025):

Regular Monthly Meeting:

Date:	Second Monday of each month for January and February; Third Monday of each month for the months of March through December 2025
Location:	4150 South 3900 West West Haven, UT 84401
Time:	6:30 P.M.

Section 3. Repealer of Conflicting Enactments:

All orders and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which conflict with any of the provisions of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 4. Prior Resolutions:

The body and substance of any prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

Section 5. Savings Clause:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the District Board of Directors of West Haven Special Service District.

Section 6. Date of Effect:

This Resolution, and the changes contemplated, shall become effective on the 16th day of December, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE DISTRICT BOARD OF DIRECTORS OF WEST HAVEN SPECIAL SERVICE DISTRICT, STATE OF UTAH, on this 16th day of December, 2024.

WEST HAVEN SPECIAL SERVICE DISTRICT

by: _____
Chairman

Attested and recorded

District Recorder

RESOLUTION NO. 13-2024

**A RESOLUTION OF THE WEST HAVEN SPECIAL SERVICE
DISTRICT, WEST HAVEN, UTAH, AMENDING THE DISTRICT'S
2024-2025 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS
OF THE DISTRICT'S FUNDS AND COMPENSATION PLANS;
ACCOUNTING FOR EXPENDITURE CHANGES; AND
ESTABLISHING AN EFFECTIVE DATE.**

SECTION 1. Recitals.

WHEREAS, West Haven Special Service District Board of Directors (herein “District Board”) finds that the District is a Local District created as a Service Area, a body politic and subdivision of the State of Utah, that provides sewer services to the owners of certain real property and has distinct boundaries; and,

WHEREAS, the District Board finds that certain sections of Utah Code Annotated 1953, as amended, authorizes public bodies, including the District, to exercise all administrative and legislative powers by resolution; and,

WHEREAS, the District finds that certain exigencies of the District’s operations require that amendments be made to the current District budget and related documents including but not limited to accommodating an increase in various expenditures of the District; and,

WHEREAS, the Utah State Code provides authority for amending the District’s budget as necessary; and,

WHEREAS, the District Board finds that after posting notice according to the requirements of the Utah State Code, the District Board held a public hearing on the amended budget; and,

WHEREAS, the District Board finds that the District Board considered the amended budget and made those adjustments detailed in **Attachment "A"**, attached; and,

THEREFORE, BE IT ORDAINED BY THE DISTRICT BOARD OF WEST HAVEN SPECIAL SERVICE DISTRICT THAT THE BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2024-2025 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION 2. Changes To Budget.

That those changes set out in **Attachment “A”** of the 16th day of December, 2024, attached hereto, and incorporated herein as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules

of various funds represented therein, ought to be, and the same are, hereby adopted and enacted as amendments to the Fiscal Year 2024-2025 Budget for West Haven Special Service District.

The foregoing recitals are fully incorporated herein.

Section 3. Repealer of Conflicting Enactments:

All orders and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which conflict with any of the provisions of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 4. Prior Resolutions:

The body and substance of any prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

Section 5 Savings Clause:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the District Board of Directors of West Haven Special Service District.

Section 6. Date of Effect:

This Resolution, and the changes contemplated, shall become effective on the 16th day of December, 2024, and after publication or posting as required by law.

DATED this 16th day of December, 2024.

WEST HAVEN SPECIAL SERVICE DISTRICT

by: _____
Chairman

Attested and recorded

Charis Sully, District Recorder

ATTACHMENT “A”

WEST HAVEN SPECIAL SERVICE DISTRICT AMENDED 2024-2025 BUDGET

DRAFT

**WEST HAVEN SPECIAL SERVICE DISTRICT
BUDGET ADJUSTMENTS
DECEMBER 2024**

The budget adjustment presented below is proposed for the following reason: 1) Child Richards CPA's & Associates services were formerly billed to the City and included in Admin services. Effective October 2024, accounting services for the District will be billed and paid separately from the City.

PROPRIETARY FUND

Operating Expenses:

		Increase	Decrease	Ending Account Budget
Audit & Accounting Fees	4021	11,250	-	18,250
		\$ 11,250	\$ -	\$ 18,250

RESOLUTION NO. 14-2024

A RESOLUTION OF THE WEST HAVEN SPECIAL SERVICE DISTRICT APPROVING AND ADOPTING THE AGREEMENT BETWEEN THE DISTRICT AND LRB PUBLIC FINANCE ADVISORS, INC. FOR FINANCIAL ADVISORY AND CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Recitals:

WHEREAS, West Haven Special Service District (“District”) is a quasi-municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the District finds that certain sections of Utah Code Annotated 1953, as amended, authorizes public bodies, including the District, to exercise all administrative and legislative powers by resolution; and,

WHEREAS, the District, in conjunction with West Haven City (“City”), issued a Request for Qualifications (“RFQ”) to find a qualified individual or firm to provide financial advisory and consulting services for the District; and

WHEREAS, the District, in conjunction with the City, conducted interviews with the firms who submitted responses to the RFQ and found LRB Public Finance Advisors, Inc., to be the most qualified applicant who would best fit the needs of the District; and

WHEREAS, the District wishes to enter into a Professional Services Agreement (“Agreement”) with LRB Public Finance Advisors, Inc., to provide financial advisory and consulting services for the District; and,

WHEREAS the District now desires to adopt this Agreement by accepting the terms thereof; and,

WHEREAS, the District finds that the public convenience and necessity requires the actions herein contemplated; now

**THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF DIRECTORS
OF WEST HAVEN SPECIAL SERVICE DISTRICT AS FOLLOWS:**

Section 2. APPROVE AND ADOPT

1. That LRB Public Finance Advisors, Inc., is chosen to provide the District’s financial advisory and consulting services.
2. That the Agreement between LRB Public Finance Advisors, Inc., and the District for financial advisory and consulting services, a copy of which is attached as Attachment

“A” to this Resolution, is hereby approved and adopted by the District Board of Directors.

3. That the Chairman of the Board is authorized to sign any documents necessary for the District to enter into this Agreement.
4. The foregoing Recitals are fully incorporated herein.

Section 3. Repealer of Conflicting Enactments:

All orders and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which conflict with any of the provisions of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 4. Prior Resolutions:

The body and substance of any prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

Section 5. Savings Clause:

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not render any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the District Board of Directors of West Haven Special Service District.

Section 6. Date of Effect:

This Resolution, and the changes contemplated, shall become effective on the 16th day of December 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE DISTRICT BOARD OF DIRECTORS OF WEST HAVEN SPECIAL SERVICE DISTRICT, STATE OF UTAH, on this 16th day of December 2024.

WEST HAVEN SPECIAL SERVICE DISTRICT

by: _____
Chairman

Attested and recorded

District Recorder

ATTACHMENT “A”

PROFESSIONAL SERVICES AGREEMENT- FINANCIAL ADVISORY AND CONSULTING SERVICES WITH LRB PUBLIC FINANCE ADVISORS

DRAFT

FINANCIAL ADVISORY AND CONSULTING SERVICES AGREEMENT

THIS AGREEMENT FOR FINANCIAL ADVISORY and CONSULTING SERVICES ("Agreement"), is made effective as of this day of December 16, 2024 (the "Effective Date"), by and between WEST HAVEN SPECIAL SERVICE DISTRICT (the "Client"), whose principal office is located at 4150 S 3900 W, West Haven, UT 84401, and LRB PUBLIC FINANCE ADVISORS, INC., a Utah corporation having its principal office at 41 N. Rio Grande, Suite 101, Salt Lake City, UT 84101 ("Advisor"). The purpose of this Agreement is to engage the Advisor for municipal advisory (consulting services associated with the issuance of debt) and financial consulting services (general consulting services) and to generally define the scope of said services and related matters. This Agreement is entered into under authority of Utah Code Ann. §63G-6a-802. The Client and the Advisor may sometimes herein be individually referred to as (a "Party") or collectively as (the "Parties").

AGREEMENT

WHEREAS, the Advisor is an experienced and fully qualified and registered municipal advisory firm that provides financial and consulting services to and for local governments as demonstrated in Appendix A; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Client desires to engage the Advisor according to the following terms and conditions:

1. General Scope of Services. During the term of this Agreement as set forth below, the Advisor will provide general and specialized financial advisory services to the Client (collectively, "Services"), as requested by Client management and staff, including but not limited to:

- a) be available to meet with the appropriate staff, the Board of Trustees, and any committees created by the Board of Trustees as requested, to discuss the implementation of appropriate strategies, finance plans, bond structuring, investments and related matters;
- b) provide information and analysis regarding the best methods of issuing debt and all related matters including, but not limited to, debt structuring, market conditions and timing, comparable interest rates, quantitative analysis and modeling, rating agency and municipal bond insurance presentations, investment of bond proceeds, etc.
- c) formulation of debt policies and procedures for the Client;
- d) advice and assistance in preparing or updating capital facility plans or impact fee facilities plans;
- e) advice and assistance in preparing or updating impact fee analyses;
- f) advice and assistance in preparing or updating fee studies, utility rate studies or ordinances;
- g) financial modeling and preliminary feasibility of capital projects;
- h) advice regarding development of and/or changes to the Client's Debt Policy, determining a debt strategy, including the appropriate use of fixed rate debt,

variable rate debt and derivatives, and implementation of the strategy as appropriate to the Client's finance plan;

- i) advice regarding the reinvestment of the Client's bond proceeds and advise Client relative to arbitrage and ongoing compliance matters;
- j) assist the Client in the process of engaging other professionals related to bond transactions and related matters, including evaluation of responses to request for proposals (RFP), interviews and selection coordination;
- k) provide all other services as they may be required by the Client in regard to the management of Client funds and the provision of banking services as the Client and the Advisor may deem appropriate;
- l) advice from time to time on Client fiscal policies, including reassessing the levels of certain fund balances and the establishment of additional funds;
- m) generally work with Client officials in preparation for the debt issuance; and
- n) other financial and consulting services as requested by the Client.

2. Detailed Scope of Services - Particular to Debt Issuance. With respect to any particular debt issuance by the Client during the period this Agreement is effective, the Advisor will provide the following, as appropriate and necessary, as particular Services to be provided in connection with the issuance and placement or sale of each such debt issue:

- a) consult with and advise the Client regarding the recommended size, structure, market conditions and timing; and other specifications of the particular issue;
- b) furnish information and advice concerning current market conditions for the particular type of debt to be issued;
- c) assist in the formulation of a coordinated plan and schedule for the authorization, issuance, and placement or sale of the debt;
- d) prepare, as necessary, a detailed quantitative analysis of structuring options related to the debt issue;
- e) assist the Client in selecting other professional services necessary to complete debt transaction(s), which could include bond counsel, disclosure counsel, trustee, paying agent, underwriter(s), placement agent(s), feasibility consultant and CPA verification, and other services, as applicable;
- f) consult with and work with the bond attorneys, underwriters and other consultants selected by the Client as necessary and appropriate;
- g) attend and participate in "due diligence," and other document review, planning and other meetings with Client officials and others, and assist the Client in compiling financial and demographic information related to the offering circular, official statement, or other offering materials with regard to each particular debt issue;
- h) coordinate the distribution of the offering information prepared in connection with the debt issue in accordance with instructions provided by the Client;
- i) advise the Client regarding the method of placement or sale of the particular debt issue;
- j) attend all meetings as necessary or as requested by the Client and attend the closing of the particular debt issue;
- k) advise Client officials regarding any presentations to be made to any of the credit rating services or bond insurers for the purpose of obtaining credit rating services or bond insurance for the debt issue, assist in compiling the required

information and financial data for the presentations and, upon request, accompany the Client's representatives to the rating agencies' or insurers' offices to present the required information and financial data;

- l) advise and assist Client officials as requested regarding the potential availability of private, state, and federal funding for the project being financed and assist, as requested, in applying for such funding;
- m) seeing to the closing of transactions that includes, amongst other duties, drafting a closing memorandum including wire instructions, attending pre-closing and closing of the particular debt issue and other related matters; and
- n) advise and assist the Client regarding appropriate investments for bond proceeds.

3. Detailed Scope of Services - Particular to General Consulting. With respect to any services which do not lead to the issuance of debt, a detailed statement of work for each service will be agreed upon in advance in writing between the Parties and shall include, at a minimum the following provisions:

- a) Compensation. Compensation for services rendered in accordance with this Agreement will be as mutually agreed by the Parties at the time the Services are initiated as documented in a statement of work or another similar document as specified in Paragraph 7.
- b) Time is of the Essence and Penalties. The Advisor agrees that time is of the essence associated with general consulting services. Barring any Force Majeure (delays caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control) or documented delays attributed to the Client, the Advisor shall complete the work and provide the deliverables associated with the detailed statement of work of no later than an agreed upon dated identified in the statement of work, or any extensions thereof.

If the Advisor cannot complete or provide the deliverables within the allotted time specified in the statement of work, the Advisor agrees to accept as a penalty an agreed-upon percentage reduction in the not-to-exceed fee for the services, listed in the statement of work. For example, if the not-to-exceed amount agreed upon in the statement of work is \$11,850.00, and a 20% reduction was the penalty, then \$2,370.00 would be applied if the penalty is assessed for an adjusted not-to-exceed amount of \$9,480.00.

The Advisor agrees to return to the Client any previously paid amounts upon the Client's written notice of missing the deadline equal to the penalty. If the penalty is applied, the Advisor agrees to continue, with all diligence and good faith, to complete the work as soon as possible.

- c) Suspension of Work. Should circumstances arise that would cause the Client to suspend the Advisor's responsibilities under this Agreement but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. The Advisor's responsibilities may be reinstated upon advance formal written notice from the Client.

- d) **Change in Statement of Work.** Any changes in the statement of work shall be in the form of a written amendment and mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the statement of work.

4. Trustee/Custodian. The Client and the Advisor agree that the Advisor shall, under no circumstances, handle Client funds. The Client shall name a trustee/custodian whose responsibility it shall be to hold all securities and investments of the Client for the benefit of the Client. The Client shall have the right to change the designated trustee/custodian from time to time as it shall see fit.

5. Client Review of Agreement. The Client's City Manager or General Manager, in consultation with Client Management, may periodically review the Agreement, to determine if the continuation of the Agreement is in the best interests of the Client. In addition to its right to terminate this Agreement under Paragraph 19, below, the Client shall have the right, in its sole discretion, to terminate this Agreement following the internal periodic review outlined in this paragraph, above.

6. Representations of the Client. The Client represents that, in connection with any issuance of debt or request for the Advisor to proceed with other Services as provided for under the provisions of this Agreement, it will take the following reasonable actions, among other actions as may be appropriate and necessary, to accomplish the authorization, issuance, and sale of a particular debt issue, or to facilitate the timely processing and completion of Services requested by the Client:

- a) cooperate with the Advisor in all respects and provide the Advisor with all information and data the Client may have in its possession or under its control which is reasonably required by the Advisor and is considered material to the transaction;
- b) take reasonable action to pass all required resolutions and take all other reasonable legislative or administrative actions as necessary or as advised by counsel to authorize, issue and sell any particular debt issue, or to allow for completion of Services, and to assure compliance with all constitutional provisions, laws, ordinances, rules and regulations pertaining thereto;
- c) furnish the Advisor with certified copies of the minutes of all meetings and other proceedings taken in connection with a particular debt issue or other service related matters, all affidavits of publication relating thereto and all other certificates and documents required to successfully market a debt issue and make delivery thereof, or complete requested Services;
- d) authorize the preparation and distribution of all documentation related to the particular service, including but not limited to, offering information provided to prospective purchasers of any particular debt issue;
- e) review and approve all offering information or other documentation related to other financial services prior to its distribution;
- f) if a credit rating or bond insurance will be applied for on a particular debt issue, the Client will contract directly with the rating agency for the rating, or the

- bond insurer for the insurance, and will make available to the rating agency or bond insurer all information and financial data reasonably requested;
- g) select and retain other professionals as needed for each issue of debt and as may be needed in connection with the completion of other services under this contract (such as issuer's counsel, bond counsel, engineers, appraisers, feasibility consultants, etc.) and pay the agreed fees and expenses of those contracts; and
- h) compensate the Advisor for all services rendered under this Agreement and any amendments hereof in accordance with Paragraph 7 below.

7. General Payment of Compensation, Costs and Expenses. The Client shall compensate the Advisor for the services rendered under this Agreement as follows:

- a) Subject to paragraph 10.b., for Services rendered in accordance with this Agreement, compensation will be as mutually agreed by the Parties at the time the Services are initiated as documented in a statement of work or other similar document. For Services of the Advisor that do not lead to the actual issuance of debt, compensation will be determined based upon the scope of work performed, as documented in a statement of work or other similar document. Compensation will be mutually agreed upon as the scope of work is defined and generally consistent to the schedule included as Appendix B, and may be in the form of either agency commission or an agreed-to fee for Services.
- b) The compensation arrangement for a particular debt issue will be described in a separate letter to be acknowledged by both Parties. Compensation for a particular debt issue shall be generally consistent to the schedule included as Appendix B.
- c) Certain expenses that may be incurred by the Advisor, such as mailing or shipping costs of offering information, printing of bond or note instruments, special computer services, advertising, out-of-state travel, closing expenses, and actual costs of copying or printing any offering information shall be borne by the Client. However, in the event any such expense exceeds the sum of \$500.00, such expense shall be approved by the Client before it is incurred, such approval to be acknowledged in writing or via email.
- d) With respect to the costs and expenses of a particular transaction that are not specifically mentioned or provided for in this paragraph 7, the Client and the Advisor will agree on and arrange for their payment, as the requirements of the particular transaction or engagement are specified.

8. Payment Methods.

- a) Upon the sale and delivery of any debt issue, the Advisor shall submit an invoice to the Client for the services rendered by the Advisor with respect to such debt and payment of the fee amount shall be due at the time of closing on the debt transaction.
- b) For the completion of requested Services which do not involve the issuance of debt, any fee amount required to be paid hereunder shall be invoiced and

paid in periodic payments as set forth in the applicable statement of work. All invoices shall be in a form reasonably acceptable to the Client and shall include the following: (1) itemization and description, in detail, the Services performed, and (2) copies of supporting documents. If the aggregate of all monthly invoices does not exceed the total Fee, and the Services are acceptable to Client, then Client shall pay the amount set forth in the invoice within thirty (30) days of its receipt.

9. The Advisor as an Independent Contractor. For purposes of this Agreement and the services to be performed hereunder, the Advisor, its officers, employees, and agents shall not be considered to be officers, employees, agents or servants of the Client. The Advisor is and shall be considered to be an independent contractor in all respects, and as such, its personnel will not be supervised by Client officers or personnel, and the Client will not furnish facilities or equipment to the Advisor for its use in the performance hereof.

10. Conflicts of Interest.

- a) The Advisor represents that if a situation occurs whereby an interest of the Client is in conflict with the interests of another client of the Advisor, it shall promptly disclose the conflict to the Client.
- b) The Advisor currently acts as financial advisor for other governmental entities located within the boundaries of the Client, some of whom are parties to contractual arrangements with the Client similar to this Agreement. The Advisor can make the Client aware of these arrangements to clarify that there are no conflicts of interest.
- c) The Financial Advisor sometimes engages in both Consulting and Financial Advisory work for the Client pursuant to the Agreement. In this connection, the Advisor may, in unusual circumstances, provide services as a consultant which represents a conflict of interest in our role as financial advisor to the Client. These potential conflicts are mitigated by 1) the Advisor's fiduciary duty to put the Client's interests ahead of their own, 2) the Advisor's desire to avoid reputational risk, and 3) the Advisor's long-term relationship, which provides the Advisor an incentive to take a long, non-transactional view of their services to Client.
- d) The Advisor is often paid on a per bond or gross proceeds basis. This method of payment could be considered a fee based upon the amount of the transaction. This form of compensation could suggest a conflict of interest because the Advisor may have an incentive to advise the Client to increase the size of an issue of debt for the purpose of increasing the Advisor's compensation. Under most circumstances, the Advisor's fees for these services are contingent upon completion of a particular transaction. This could lead to a conflict of interest because the Advisor may have an incentive to recommend unnecessary financings or financings disadvantageous to the Client. These conflicts are mitigated by 1) the Advisor's on-going relationship with the Client, which provides the Advisor an incentive to take a forward-looking, non-transactional view of services provided to the Client 2) the Advisor's past experience with the Client in recommending that certain transactions be considered at a later time, and

- 3) by our fiduciary obligation to put the interests of the Client ahead of our own.
- e) The Advisor represents that it knows of no current conflict of interest or potential conflict of interest in providing its services to the Client which arise out of the above contractual arrangements. If a situation comes to the Advisor's attention, whereby an interest of the Client is or may potentially be in conflict with the interests of the Advisor, or of another client of the Advisor, the Advisor shall promptly disclose the conflict or potential conflict of interest to the Client, and enter into discussions to appropriately resolve the conflict. The Advisor has exercised due diligence and reviewed all current transactions involving the Client that are of a nature and scope covered by this Agreement, as well as transactions of other clients, and it is not aware of any conflict of interest or potential conflict of interest at this time.
- f) The Advisor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the Client to secure favorable treatment with respect to being awarded this Agreement.

11. Confidentiality. The Advisor agrees to hold any confidential information in strict confidence; not to disclose confidential information to any third-party except upon Client's prior written consent; and to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of Client confidential information. The Advisor may disclose confidential information if, and only to the extent required to do so, by applicable law, in which case, the Advisor shall advise the Client as soon as practicable before disclosure, and assist the Client, at the Client's cost and expense, if the Client seeks a protective order or other relief from such disclosure requirements. As used in this Agreement, confidential information means all material information that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* The Advisor also agrees to obligate their employees to the same obligations imposed on the Advisor, as provided in this section.

12. Ownership of Deliverables, Copyrights, Etc. All work or services provided under this Agreement, which has been delivered by Advisor for the Client and is specifically within the framework of fulfilling Advisor's work or services under this Agreement, shall be deemed work made for hire, such that all intellectual property rights, title, and interest in the deliverables shall pass to the Client. .

13. On-Call Contract. This Agreement is an on-call contract and the Client is not required to use the Advisor for any project associated with municipal advisory (consulting services associated with issuance of debt) and financial consulting services (general consulting services) or any other service listed in this contract. The Client can choose which project that it desires to engage the Advisor.

14. Additional Services. If authorized in advance by the Client and in compliance with the terms of this Agreement, the Advisor may furnish services in addition to the basic Services described herein. Compensation for those additional Services shall be as mutually agreed to by the Parties.

15. No Sales Obligation of the Advisor. The Client acknowledges that neither the Advisor nor its principals shall be obligated in any way for any part of a distribution, underwriting, placement, issuance or sale of any bonds, notes or other forms of indebtedness relating to this Agreement.

16. Amendments. The Parties hereto may request changes in the Scope of Services or other provisions of this Agreement at any time, but no change shall be effective until it has been mutually agreed to by the Parties in writing or is required to be made pursuant to or because of changes in federal, state or local laws relating to debt issuance by local governments. Except for amendments due to changes in law, which shall be deemed to take place immediately as of the effective date of the change in law, all other amendments must be in writing and authorized by both Parties, by a duly executed amendment of this Agreement.

17. Termination. It is agreed that either Party may terminate this Agreement at any time and for any reason, including no given reason. Any such termination shall be accomplished by one Party giving the other Party written notice thereof, thirty (30) calendar days in advance of the desired termination date. Neither Party shall have any liability to the other for damages or other losses because of a termination of this Agreement unless that termination is wrongful and not done in good faith; provided, however, if a termination should occur, the Client agrees to pay the Advisor all amounts then due for Services actually performed through and including the termination date and the Advisor shall deliver to the Client all data, reports and information that would be due on the termination date.

18. Miscellaneous.

- a) **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to the conflict of laws rules thereof, with jurisdiction and venue exclusively in the State and Federal courts of Utah.
- b) **Successors and Assigns.** This Agreement may not be assigned by either Party without the written consent of both the Client and the Advisor; provided, however, that the Advisor has the right to assign this Agreement as part of a merger, consolidation or other type of acquisition, as long as the assignee agrees to assume all of the obligations hereunder and that the provisions of this Agreement are maintained.
- c) **Entire Agreement.** This Agreement is the full and entire understanding and agreement of the Parties with regard to the subjects discussed herein.
- d) **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and may be sent by personal delivery, telecopy, overnight delivery service or U.S. Mail, in which event it may be mailed by first-class, certified or registered, postage prepaid. All such notices and communications shall be addressed to the Parties at the addresses set forth above or at such other address that the Parties may hereafter furnish to the other in writing. Until changed, as provided for above, notices to be mailed to the Parties shall be sent to the addresses

first set forth above.

- e) Severability. If any provision of this Agreement shall be determined, by a court of competent jurisdiction, to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f) Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- h) Further Assurances. Each Party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as the other Party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
- i) Warranty of Authority. Each Party warrants that the individual signing this Agreement on its behalf has full authority to bind the Client and/or the Advisor and that the Client and the Advisor are bound hereby.
- j) Waiver. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- k) Appendix and Recitals. The recitals set forth above, and all appendices to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- l) Advisor shall not take advantage of any errors and/or omissions in this Agreement. The Advisor shall promptly notify the Client of any errors and/or omissions that are discovered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the Effective Date.

WEST HAVEN SPECIAL SERVICE DISTRICT

By _____

Title _____

Printed Name _____

Attest _____
District Recorder

LRB PUBLIC FINANCE ADVISORS, INC.

By _____

Title _____

Printed Name _____

APPENDIX A
STATEMENT OF QUALIFICATIONS



LEWIS | ROBERTSON | BURNINGHAM



WEST HAVEN,
UTAH

SEPTEMBER
2024

REQUEST FOR QUALIFICATIONS:
**RATE AND FEE STUDY
CONSULTANT**

PREPARED BY:
LRB PUBLIC FINANCE ADVISORS

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES RELATED TO RATE ANALYSIS AND OTHER CONSULTING SERVICES

COVER LETTER

RE: RFQ FOR UTILITIES RATE STUDY AND RELATED CONSULTATION SERVICES

Dear Members of the Selection Committee,

LRB Public Finance Advisors (LRB) (formerly Lewis Young Robertson & Burningham, Inc.) is pleased to present our credentials to serve in the capacity outlined in the Request for Qualifications (RFQ), issued on behalf of the City of West Haven (the City). The professionals at LRB have represented public and private clients for more than three decades and completed hundreds of rate studies and impact fee analyses for our clients. LRB is a Utah corporation headquartered in downtown Salt Lake City. The project manager, primary contact, and signatory of this proposal is Fred Philpot, with project support from Logan Loftis and members of the LRB team.

LRB PUBLIC FINANCE ADVISORS

PRINCIPAL OFFICE LOCATION:

41 NORTH RIO GRANDE STREET, SUITE 101
SALT LAKE CITY, UTAH 84101
801-596-0700

FRED PHILPOT, VICE PRESIDENT/COO

(E) FRED@LRBFINANCE.COM
(C) 801.243.0293

LOGAN LOFTIS, ANALYST

(E) LOGAN@LRBFINANCE.COM

In this document, we have included our recommended scope of work and relevant experience. The following summarizes the key strengths of LRB:

- Our approach focuses on building an intuitive and flexible rate model that allows staff and legislators to evaluate multiple funding scenarios.
- LRB is experienced. We have completed financial studies, impact fees, and rate studies on behalf of the City. In addition, we have completed hundreds of fee studies for entities across the State, including impact/development fee studies and utility rate studies, for entities of all sizes, structures and jurisdictions.
- While other firms may focus on the funding of capital facilities, LRB effectively evaluates all aspects of the rate analysis performance objectives including working capital, debt coverage, and revenue sufficiency to meet operating needs.

Should you have any questions regarding our proposal or additional services, please feel free to contact us. We appreciate this opportunity, and we look forward to working with you.

Best Regards,



Fred Philpot IV, VICE PRESIDENT/COO

LRB PUBLIC FINANCE ADVISORS, 41 N. RIO GRANDE, SUITE 101, SALT LAKE CITY, UT 84101
801.243.0293



GENERAL QUALIFICATIONS

FIRM DESCRIPTION

LRB Public Finance Advisors (formerly Lewis Young Robertson & Burningham, Inc.) was founded in 1995 to address local governments' unmet needs for unbiased, professional project financing advice. LRB was specifically founded as an independent municipal financial advisory firm. It continues to provide local governments throughout Utah with innovative, cost-effective financing solutions for public capital improvement projects. From its original focus on financial advisory services, the firm has grown by expanding the services it provides to its local government clients in response to those clients' needs and requests. Today we remain the only full-service independent municipal financial advisory firm located in, and focused on, Utah. The following illustrates the organizational structure of the firm.

PRINCIPALS/OWNERS	JASON W. BURNINGHAM, MANAGING PRINCIPAL LAURA D. LEWIS DAVID ROBERTSON
BUSINESS RELATIONSHIPS	DALE M. OKERLUND (SENIOR VP)
PRODUCTION	FRED PHILPOT (PRODUCTION TEAM MANAGER)
	LOGAN LOFTIS MARC EDMISTER NATHAN ROBERTSON
	EVAN VANTASSEL SHANON HANDLEY ADAM OAKLEY

LRB TEAM

The LRB team members assigned to this project include Fred Philpot (point of contact), Logan Loftis, and members of the Firm's analyst team. Fred Philpot and Logan Loftis are located in Salt Lake City and have extensive experience with municipal finance advisory services, utility rate studies, impact fees, municipal fee studies, cost of service studies, feasibility analysis, etc. The day-to-day tasks will be led by Mr. Philpot, Vice President at LRB. LRB excels in completing clear, thorough, and defensible analyses through engagement with appropriate stakeholders. We also have extensive experience presenting our findings before staff, legislative bodies, board of directors, and other elected officials.

Team Member	Expertise	Role	Contact
FRED PHILPOT	User Rate and Impact Fee Analysis, Financial Modeling, Presentations	Project Manager, Primary Point of Contact	Cell: 801.243.0293 fred@lrbfinance.com
LOGAN LOFTIS	Research and Analysis	Analytical Support	logan@lrbfinance.com

Principal Office Location: 41 N. RIO Grande, Suite 101, Salt Lake City, UT 84101





FRED PHILPOT IV | PROJECT MANAGER, COO/VICE PRESIDENT

Fred Philpot joined LRB Public Finance Advisors in 2007. Fred serves as the Production Team Manager for LRB, managing the allocation of LRB resources. Fred has served as project lead for numerous projects regarding economic development, user rates, impact fee analysis, feasibility studies, redevelopment and blight studies, and comprehensive financial planning. His project expertise also includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, analyzing market conditions, GIS mapping and conducting level of service analysis. Fred received a Bachelor of Science from Utah State University, studying political science and is a graduate of the Master of Public Administration program from Brigham Young University.

Role: Mr. Philpot will supervise all utility rate studies and impact fee analysis completion, model development, attend all meetings and present findings. In addition, he will facilitate the drafting of all reports.

GENERAL QUALIFICATIONS

- Represented over 100 individual projects (with the majority as project lead) in the last three years.
- Thorough understanding of municipal bonding and structuring.
- Presented in hundreds of council meetings related to complex analysis and solutions.
- Presentations on taxation and capital planning for Utah League of Cities and Towns and Utah Association of Special Districts.
- Working knowledge of GIS applications and practical applications.
- Currently manages firm's production team and acts as COO.

EXPERTISE

Area	Description	Representative Clients
Community/Economic/ Redevelopment Activities	Assisted communities with the formation of community reinvestment areas (CDAs, EDAs, URAs). Completed blight studies, project area plans and budgets. Developed cost/benefits analysis.	North Salt Lake, Salt Lake City, South Salt Lake
Economic Development Study/Retail Leakage	Evaluated economic growth, opportunities and weaknesses, developable land, and supportable retail square footage. Evaluated funding strategies and strategic goals and initiatives.	Mapleton, Midvale, Tooele County, Tooele City, Salt Lake City, South Jordan, South Salt Lake
Impact Fee & User Rate Analysis	Completed hundreds of studies related to impact fee and user rate analysis. Prepared final reports detailing findings and presented recommendations to legislative bodies.	Gilbert, Maricopa, Lindon, Millville, Orem, Provo, Salt Lake City, South Jordan, South Ogden, South Valley Sewer District, St. George
Comprehensive Sustainability Planning	Evaluated the financial sustainability of General Fund and Utilities as it relates to revenue sustainability, property tax growth, truth-in-taxation, sales taxes and other revenues. Ensured appropriate funding of capital needs and expenditure growth. Evaluated scenarios with legislative bodies to determine appropriate action items and policies.	Centerville, Orem, Ogden, South Ogden, West Haven, Central Utah Water Conservancy District, Sandy, Provo,



Area	Description	Representative Clients
Feasibility Analysis, Business License Studies, Cost of Service Studies	Completed incorporation studies, annexation policy plans and other financial feasibility studies. Analyzed fees related to development services, business licensing, and transportation services.	South Jordan, Weber County, Utah Transit Authority, South Salt Lake, Kaysville, State of Utah



LOGAN LOFTIS | ANALYST

Logan joined LRB in 2022. As an analyst, Ms. Loftis works on various projects such as impact fee analysis, feasibility studies, and economic development.

Prior to joining the firm, Logan worked as a Management Consultant for the Government Solutions sector at Witt O'Brien's. Ms. Loftis holds Bachelor of Science and Master of Science degrees in Political Science from Utah State University. Logan has a strong background in data analysis as she conducted quantitative research for her master's thesis and interned for Utah Foundation, a nonprofit research organization. Logan also completed internships for the Bountiful City Planning and Zoning Department, the Utah State Legislature, and the US House of Representatives in Washington D.C., which has resulted in a comprehensive understanding of government operations.



PROJECT UNDERSTANDING AND APPROACH

LRB understands that it is the intent of the City to conduct a comprehensive utility rate study for storm water services, and other consulting services on an as-needed-basis. LRB will work with the City to review data, explore appropriate methodologies, develop comparative analysis, and evaluate rate scenarios that best meet the needs of the City. Our Team's expertise allows us to be flexible and creative in our analysis and model development to best meet the needs of the City. In general, our study will be based on a comprehensive review of the City's financial position, capital facilities plans, future planned growth, and any other information deemed appropriate. Providing revenues to facilitate operations and capital projects within the five-year planning horizon as well as projecting ten-year utility revenues are the primary focus.

The following represent the key objectives of our analysis followed by a list of the general tasks to be completed by LRB:

We have found that our approach to rate analysis is unique. We build a comprehensive rate modeling tool that allows us to develop multiple scenarios around key assumptions in the rate analysis. We have found this to be an extremely helpful tool for staff and legislators in evaluating the performance of utility funds relative to the City's objectives. Other firms, including engineering firms, will typically focus on capital needs and operational cost, but fail to consider performance measures relative to debt coverage, cash reserves, and affordability. In addition, we have found our ability to build a rate model that is flexible relative to "what-if" situations is extremely valuable for decision makers. Our references can attest to our expertise in addressing the complex questions that arise during these studies and having a model that can be updated instantly based on these questions.

KEY OBJECTIVES

- Create effective and fair utility rate fees and structures for the storm utility;
- Fund ongoing O&M and capital projects and provide a scenario tool;
- Conduct analysis related to revenue generation based on utility rates;
- Fund asset repair and replacement; and,
- Establish long-term revenue sufficiency which recognizes anticipated growth.

TASK SUMMARY

- Project Initiation & Kick-off Meeting;
- Review Existing Facility Plans, Master Plans and System Financial Structure;
- Complete User Rate Analysis, and Applicable Scenario Analysis;
- Provide a Written Rate Analysis; and
- Present Final Recommendations and Findings to City Council and participate in a Public Hearing.

The City can have confidence in our ability to meet the immediate needs of a storm utility rate study, as well as other utility rate, impact fee, and development fee studies. The following highlights our relative experience.



PERTINENT EXPERIENCE

EXPERIENCE WITH WEST HAVEN

- 2018 General Fund Financial Plan
- 2019 Park and Transportation Impact Fee Facilities Plan and Analysis
- 2021 Law Enforcement Analysis
- 2022 Park Impact Fee Amendment
- 2024 Park Impact Fee (In process)
- 2024 Transportation Impact Fee (In process)

Our team has extensive experience with a broad range of consulting services. In addition to our references provided in the following sections, the table below highlights a few past projects that illustrate our ability to meet the needs of the City. Each of these projects was managed by Fred Philpot.

Client/Project	Contact	Project Description
Trans Jordan Landfill Financial Plan Study and Update	Jordan Hensley, Accountant 801.256.2816	LRB was engaged in 2019 to complete a comprehensive strategic plan for the Landfill. This included a review of all rates, operating revenues and expenditures, capital costs, debt scenarios, and repair and replacement schedules. This project was influential in helping the Landfill board evaluate the impacts of a new transfer station, the changes in demand, the increase transportation and transfer costs, the future closing of sites and the sale of assets. LRB created an intuitive model addressing a large amount of complex data. The Landfill engage LRB in 2022 to complete an update to this analysis.
Wasatch County Solid Waste Study	Dustin Grabau, Wasatch County Manager 435.657.3310	LRB was engage in 2022 to complete a financial plan for the solid waste department including an analysis of operating revenues and expenditures, capital costs, debt scenarios, and repair and replacement schedules.
Mountain Regional Water Special Improvement District	Scott Morrison General Manager (435) 940-1916 x310	In 2020, LRB assisted with the completion of a wholesale water rate study. This included a cost-of-service analysis and user rate fee analysis for 400 acre-feet of wholesale water delivered to District customers.
City of Holladay	Gina Chamness City Manager (801) 272-9450	In 2020, LRB provided Holladay with a storm utility rate analysis for the creation of a new storm enterprise fund. LRB helped the City evaluate impervious area to determine demand units, establish an operations and maintenance budget and evaluate needed capital improvements. This analysis also included an evaluation of financing strategies due to the substantial capital needs.
South Ogden City	Matt Dixon, City Manager (801) 622-2702	In 2017, LRB prepared a comprehensive General Fund and utility rate analysis for South Ogden City's culinary water, sanitary sewer, and storm drain utilities. These studies were based upon updated master plans and culminated in a rate structure that prepared South Ogden for future debt issuance. LRB has assisted with updates in 2018, 2019, 2020, 2021, 2022, and 2023.



Client/Project	Contact	Project Description
West Valley City	Steve Pastorik, AICP, Community Development Director 801-963-3545	LRB was retained by West Valley City to complete the Citywide Impact Fee Facilities Plan and Impact Fee Analysis completed in 2021. This analysis addressed the future parks and recreation, police, fire and stormwater infrastructure needed to serve the City through the ten year planning horizon, as well as the appropriate impact fees the City may charge to new growth to maintain the level of service.
Weber Basin Water Conservancy District	Brittney Bateman Financial Analyst 801.771.4356	LRB recently completed a user rate study and impact fee analysis for the District. These studies were completed in 2023 and helped establish rates for the District's additional water resources and infrastructure requirements.

UTILITY RATE STUDY METHODOLOGY

The following describes our general process for utility rates studies.

DETAILED WORK PLAN: UTILITY USER RATE ANALYSIS

TASK 1: KICK-OFF MEETING

The project initiation or “kick-off” meeting provides an opportunity for LRB to understand, in detail, all relevant issues and establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the City and the studies at hand. LRB staff will utilize this meeting to begin the process of gathering and reviewing planning information, growth projections, historic demands, billing information, future capital project needs, and financing information.

LRB will help the City develop key financial and management policies that will ensure implementation of the capital maintenance plan, provide financial benchmarks such as cash reserves, debt service coverage ratios, and describe key management policies such as including inflationary increases each year, and adopting rates for a 5-year period. LRB will also review projects in the capital maintenance plan. It is important that **rate structuring policies and goals** are defined at the start of the project to guide the work and ensure that final rates are tailored to the City's needs. LRB will start working immediately with the City to evaluate the City's situation, discuss strengths or weaknesses with possible rate alternatives, and define rate structure policies that will best fit the City's needs.

TASK 2: DEMAND ANALYSIS

A primary objective of our analysis will be the determination of demand relative to the storm water system. LRB will evaluate demand by customer class and tier to evaluate demand patterns.

TASK 3: REVENUE REQUIREMENT ANALYSIS

Based on the anticipated growth within the service area, LRB will project annual system revenues compared to forecasted utility expenses for the next five years. LRB will work with the City to project revenues and expenditures for the model. LRB will divide the annual revenue requirements among functional components of the system and proportionately allocate the annual revenue requirements to each user class according to demand. LRB will compare the forecasted revenues to historic revenue charges.

Utilizing historic financial information and budgets, as well as interviews with City staff, LRB will project the annual expenditures for a five-year planning horizon to meet all operational needs, capital requirements and all bond covenants and other obligations. Expenditures may include the following: operations and maintenance



(O&M) costs, equipment, debt service costs, and major capital projects. The effects of inflation during the study period will be factored into the calculations. LRB has found that there can be a disconnect between the modeling analysis and the budgeting process employed by a city. In order to mitigate this disagreement, LRB will work with the City to determine the modeling approach that will best meet the City's needs. Anticipated customer utility bills will be provided to demonstrate the impact of rate recommendations on different land uses and customer categories. A ten-year utility revenue projection will also be included.

TASK 4: COST OF SERVICE ANALYSIS

LRB will review historic revenues and expense and project operating budgets over a five-year planning horizon. This task will also incorporate the findings from an analysis of the capital maintenance plan, allocating necessary costs based on project timing. Since future projects are often costly, this step can have a dramatic impact on the proposed rates.

LRB will provide a cost-of-service allocation analysis of base year revenue requirements and the demand analysis. This task often proves to be the most difficult element in a rate study. LRB will work with City staff to evaluate financial performance relative to fixed versus variable elements of the rate structure and compare that to revenues generated within the base rate and usage rates. LRB anticipates several coordination meetings to discuss and review the cost-of-service analysis.

Additional elements that LRB will consider in this task:

- **Unfunded O&M Needs** – This can include additional staffing needs, contractual increases, and government mandates.
- **Vehicle/Equipment Replacement Needs** – This can include vehicles and other equipment.
- LRB will evaluate base/usage revenue ratios, if applicable, as well as peak and average demand variables to determine cost allocation strategies. LRB will coordinate extensively with the City to ensure the cost allocation methodology is acceptable and fully vetted.

TASK 5: RATE DESIGN ANALYSIS

The rate design analysis will incorporate several scenarios. LRB will provide a **baseline scenario** to determine any deficiencies and establish base service measurements. From the findings of the baseline analysis, LRB will establish a rate structure based the information gathered in Tasks 1-4 above. The proposed rates will equitably distribute the total costs allocated to each user. Additionally, we will ensure the recommended rates can be easily administered with the City's current financial software and by staff.

The analysis will ensure revenue sufficiency based on current and projected expenses, cash flow stability, and necessary debt coverage. LRB will coordinate with City personnel to ensure that rates are structured to allow for a successful and smooth implementation with the City's billing mechanisms. The rates will be designed to meet the following objectives:

- **Revenue Sufficiency:** The rates must ensure revenue sufficiency to meet operation and maintenance (O&M) obligations, construct necessary infrastructure (repair & replacement and new capital expense), meet bond covenants, and enhance the overall creditworthiness of the utility funds. Revenue will be projected for the ten-year planning horizon.
- **Equity Among Users:** The second objective is to show an equitable allocation of the revenue requirements to utility user classes according to the demand characteristics (including both fixed and variable costs) historically displayed by each.



- **Rate Stability:** The structure will be based on sound financial analysis that effectively forecasts annual system revenues and expenses to prevent excessive rate fluctuation that might result from poor financial planning.
- **Affordability:** LRB will then determine a rate structure or rate structures that promote affordability relative to comparable community's and industry benchmarks. General comparison information will be provided in the report and model.
- **Simplicity of Rates:** The rate structure will allow any user to understand the method of calculation used when determining monthly bills.
- **Business Retention:** The rates for commercial and industrial users will be set so that general user rates are not a disincentive for business and will recognize the tax benefits of commercial utility users. LRB will Review current water utilization and review the large water use rate.
- **Compliance:** The completed rate analysis shall be conducted and completed in compliance with all applicable laws and regulations of the State of Arizona.

COORDINATION MEETINGS

LRB will hold virtual coordination meetings through the data gathering and model development phase to ensure that all aspects of Task 1-4 are fully discussed and reviewed by staff. LRB will also use these meetings to review the cost-of-service allocation strategies, capital needs, and other model assumptions.

TASK 6: PRELIMINARY FINDINGS MEETING

After the completion of the above items, LRB will meet with City staff to review the preliminary findings of the models and to review a summary of the model inputs and outputs (e.g., growth assumptions, number of customer accounts, revenues, capital needs, debt service coverage, etc.). The models will ensure the enterprise funds will recover the necessary revenue in a reasonable and equitable manner and establish a rate setting policy. This meeting will also allow LRB to provide a status update for the project and receive any feedback regarding model assumptions. LRB feels this meeting also provides important interaction with the City and ensures quality control. Through coordination with the City, LRB will develop several scenarios that will address the goals of the City, while balancing political and financial constraints.

TASK 7: PROVIDE DRAFT WRITTEN RATE ANALYSIS & MODEL

As the project approach is finalized and work is progressing, LRB will begin the written user rate analysis. The written analysis will summarize recommendations regarding modifications to the existing rate schedules and detail all assumptions. LRB will meet with the City again to review the final draft model, review assumptions and make any necessary adjustments in preparation for the final presentation. LRB will also provide a spreadsheet with rate options so that city staff can manipulate it for future evaluation.

TASK 8: WORK SESSION WITH CITY COUNCIL

LRB will present the preliminary study and recommendations to the City Council during a work session. This will allow LRB and staff to present preferred alternatives and evaluate policy recommendations suggested by the Council. LRB will then provide any model and scenario adjustments based on Council direction in preparation for final adoption.

TASK 9: PROVIDE FINAL WRITTEN RATE ANALYSIS & MODEL

LRB will provide a final report and Excel models incorporating the recommended changes from City staff and City Council. LRB will also provide communications materials for the public including information sheets and infographics for publication on the city website, social media, and the city newsletter.



TASK 10: UTILITY RATE PUBLIC HEARING

LRB will present the final recommendations to the City Council at a public hearing.

The above scope of work is to provide the City with the most defensible and accurate rate analysis. We won't cut corners and we have built in sufficient time for collaboration, presentations, and discussion with the Council.



REFERENCES

The LRB Team has completed a broad range of rate studies and financial plans. Provided below are a few similar examples along with references that show the breadth of our work and experience. **We encourage you to call all of our references, as they will attest to the value our work has provided their communities.**

GENERAL EXPERIENCE

SOUTH JORDAN CITY, BUSINESS LICENSE FEES, DEVELOPMENT FEES, IMPACT FEES, AND UTAH UTILITY RATE STUDIES

LRB has been engaged with South Jordan since 2007 conducting a wide range of consulting services including development fees, business license fees, development service fee studies, parks and recreation fee studies, **utility rate analysis**, school district creation analysis, bond financing, and annexation evaluation. **Recently, LRB has completed utility rate analysis for water, sewer, refuse, and the storm enterprise fund.**

Contact: Don Tingey, Director of Strategy & Budget
p. 801.254-3742 Ext. 1225
e. DTingey@sjc.utah.gov
Jason Rasmussen, Assistant City Manager
p. 801.253.5230 Ext. 1712
e. JRasmussen@sjc.utah.gov

OGDEN CITY, UTAH GENERAL FUND FINANCIAL PLANNING AND UTILITY RATE STUDIES

LRB has worked with Ogden to develop and update a comprehensive rate analysis and long-term financial plan for Ogden city's culinary water, sanitary sewer, and storm drain utilities. Our teaming with the city has resulted in funding of critical capital infrastructure. In addition, we have helped the city evaluate the impact on different customer classes and address conservation initiatives. We have also assisted with debt structuring and alternative financing plans, including State and Federal programs.

Contact: Lisa Stout, Management Services Director
p. 801.629.8713
e. LisaStout@ogdencity.com

ST. GEORGE CITY, UT IMPACT FEE STUDIES, BUSINESS LICENSE FEE AND DEVELOPMENT FEE STUDIES

LRB completed an impact fee facilities plan and impact fee analysis for all city services in 2020, and we are currently engaged to complete an update to these studies. We also engaged in several other studies, including business license fee study and development fee studies.

Contact: Robert Myers, Budget and Financial Planning Director
p. 435.627.4917
e. robert.myers@sgcity.org

TOOELE CITY, UT IMPACT FEE STUDIES AND UTILITY RATE STUDIES

LRB has worked extensively with Tooele City on several projects, including impact fee studies for water and sewer, and utility rate studies for garbage/recycling, storm, street lighting, water, and sewer. Our work has helped the City establish new rates to address needed capital improvements and operational pressures, while ensuring the city council understood all assumptions and methodologies.



Contact: Shannon Wimmer, Finance Director
p. 435.843.2156
e. shannonw@tooelecitecity.gov

STATE OF UTAH, INCORPORATION FEASIBILITY STUDIES

In the past year, LRB was retained by the Office of the Lieutenant Governor to complete several feasibility studies and supplemental feasibility studies related to incorporation of unincorporated areas including Ogden Valley, Benson, Riddermark, Spring Lake, West Hills and Kane Creek. The purpose of these studies was to fulfill the requirements established in Utah Code 10-2a, which requires the submission of a completed feasibility study. Our team navigated complex analysis, public hearings, and public outreach when other firms were unwilling to meet the challenges of these types of studies.

Contact: Jordan Schwanke, Local Entity Specialist, Office of Lieutenant Governor
p. 801.538.1041
e. jordanschwanke@utah.gov

DAVIS WEBER COUNTY CANAL COMPANY, UTILITY RATE STUDY

Davis and Weber Counties Canal commissioned LRB to complete a secondary water utility rate study and provide a recommended rate schedule based on changes in forecasted expenditures to meet operational expenses, capital improvements and bonding needs. The primary objectives of the rate analysis was to ensure the district could fund required investment for metering for each customer served by the district. In addition, LRB presented the report findings in each member city.

Contact: Rick Smith, General Manager
p. 801.774.6373
e. rick@davisweber.org

GILBERT, AZ SYSTEM DEVELOPMENT FEES (ALL SERVICES) AND DEVELOPMENT FEE STUDY

LRB assisted the Town of Gilbert complete an update to their system development fees (SDF) for all services. LRB helped the Town navigate the complexities of adoption higher fees and defending the methodology to stakeholders. Our scope included the development of land use assumptions, growth projections, evaluation of level of service, and the identification of capital improvements to be included in the SDF study. We worked together with staff to ensure the analysis was defensible and accurate. We are currently engaged in a development fee study.

Contact: Kelly Pfost, Gilbert Management & Budget Director
p. 480.6828
e. Kelly.pfost@gilbertaz.gov
Joseph Hewitt
Management and Budget Analyst
p. 480.503.6869
e. Joseph.Hewitt@gilbertaz.gov
Date: March 2023- March 2024



MARICOPA CITY, ARIZONA DEVELOPMENT IMPACT FEE STUDY

LRB is currently engaged with the City to complete an update on the it's IIP and DIF reports, including parks and recreation, public safety, transportation, and library facilities. LRB has been instrumental in updating the City's methodologies to be more defensible and tied to local data sets.

Contact: Benjamin Bitter, Deputy City Manager
p. 520-316-6834
e. Benjamin.Bitter@maricopa-az.gov
Matt Kozlowski, Director of the Office of Business Management & CFO
p. 520.316.6993
e. Matt.Kozlowski@maricopa-az.gov
Date: February 2022- 2024



COST OF SERVICE

Below are hourly rates which will apply to any engagement outlined in a scope of work approved by the City. For all consulting (non-bond related) engagements, fees will be billed on a monthly basis and allocated per the scope-of-services.

Individual Team Member	Standard Billable Rate Per Hour
Principal	\$295
Vice President	\$200
Sr. Analyst	\$180
Analyst	\$150
Secretarial	LRB does not charge for secretarial support



TIMELINE

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet the proposed timeline for the City. Factors that may extend the project timeframe include additional stakeholder meetings and public outreach initiatives. LRB will work with the City to accommodate timing adjustments relative to any additional planning and outreach efforts into the project timeline.

LRB will initiate work as soon as the contract is awarded. Provided below is a summary of typical tasks and estimated dates of completion. We have provided a typical scope to complete a rate study. However, LRB will work the City to review data, explore appropriate methodologies, develop comparative analysis, and evaluate rate scenarios. LRB will be flexible regarding timing to meet the needs of the City.

	MONTH	1				2				3				4			
	WEEK	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Kick-Off Meeting																	
Task 2: Demand Analysis																	
Task 3: Revenue Requirement Analysis																	
Task 4: Cost of Service Analysis																	
Task 5: Rate Design Analysis																	
Task 6: Preliminary Findings Meeting (1 Meeting)																	
Task 7: Provide Draft Written Rate Analysis																	
Task 8: Work Session with City Council (1 Meeting)																	
Task 9: Provide Final Written Rate Analysis																	
Task 10: Utility Rate Public Hearing																	

COORDINATION MEETINGS

LRB's scope include the following coordination meetings with the City:

- Project kick-off meeting with city staff (virtual)
- Progress/Coordination meetings with city staff (virtual)
- Preliminary Scenario Analysis Review and Discussion with Staff (virtual)
- City council work session meeting (in person)
- City public hearing at council regular meeting (in person)



APPENDIX A: PORTFOLIO OF PREVIOUS WORK

LRB provides the following examples of previous projects:

- **DAVIS & WEBER COUNTY CANAL COMPANY UTILITY RATE STUDY**
- **LINDON BUSINESS LICENSE FEE STUDY**
- **OGDEN VALLEY MODIFIED INCORPORATION FEASIBILITY STUDY**
- **SOUTH JORDAN CULINARY & PRESSURIZED IRRIGATION RATE STUDY**
- **SOUTH JORDAN TRANSPORTATION IMPACT FEE ANALYSIS**

You can access these files at: [Portfolio](#)

If you have any issues accessing these files, please contact Fred Philpot at fred@lrbfinance.com or 801.243.0293 and he can provide a paper or digital copy.



APPENDIX B

FEE SCHEDULE

COST OF FINANCIAL ADVISORY SERVICES FOR THE ISSUANCE OF REVENUE AND REVENUE REFUNDING BONDS

LRB proposes to structure its fees as follows:

DESCRIPTION OF TYPE OF BOND ISSUE	FEE CALCULATION ¹	MINIMUM FEE
General Obligation Bonds	\$2.30 per \$1,000 Par Issued	\$8,500
Utility Revenue Bonds	\$2.75 per \$1,000 Par Issued	\$8,500
Sales Tax Revenue Bonds	\$2.95 per \$1,000 Par Issued	\$8,500
Lease Revenue (LBA) bonds	\$3.20 per \$1,000 Par Issued	\$8,500
Tax Increment and Assessment Bonds	\$4.25 per \$1,000 Par Issued	\$8,500
Refinancing/Refunding existing debt	Same fee for corresponding security outlined above	\$8,500
Private Placement		\$8,500
Equipment Lease	\$5,500	\$5,500

HOURLY RATES OF EMPLOYEES

Below are LRB hourly rates for non-municipal advisory services:

Individual Team Member	Standard Billable Rate Per Hour ²
Principal	\$295
Vice President	\$200
Sr. Analyst	\$180
Analyst	\$150
Secretarial	LRB does not charge for secretarial support

¹ Fee will increase by 1% on the anniversary of a contracted engagement during the life of our engagement to account for anticipated continued inflation.

² Fee will increase by 1% on the anniversary of a contracted engagement during the life of our engagement to account for anticipated continued inflation.



WEST HAVEN SPECIAL SERVICE DISTRICT

Monday, November 18, 2024 6:30 pm
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

BOARD MEMBERS

Chairman Kurk Beesley
Vice Chairman Dale Allen
Mayor Rob Vanderwood
Councilmember Ryan Swapp

Melinda Stimpson
James Jenson
Brent Warren

MEETING MINUTES OF NOVEMBER 18, 2024

1. MEETING CALLED TO ORDER

- A. Chairman Kurk Beesley
Kurk Beesley called the meeting to order at 6:30 pm.

2. OPENING CEREMONIES

- A. Pledge of Allegiance – Dale Allen
*Melinda Stimpson arrived
B. Invocation – Brent Warren

3. PUBLIC PRESENTATIONS (NO ACTION SHALL BE TAKEN. ALLOTTED FOR ISSUES NOT LISTED ON THE AGENDA)

No one was present for this item.

4. STAFF REPORT

- A. John Wallace
John updated the board on the fencing project at the 4450 Lift Station and the current IFFP that Gardner is working on.
B. Ed Mignone
Ed did not have any updates for the board.

5. ACTION ITEMS

- A. Resolution 10-2024 to approve an amendment to the Interlocal Agreement with West Haven City
Shawn Warnke, City Manager, updated the board on the proposed amendment to the Interlocal Agreement between the District and City.

Ryan Swapp made a motion to approve Resolution 10-2024 to approve an amendment to the Interlocal Agreement with West Haven City. **James Jenson** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

- B. Resolution 11-2024 to approve an agreement with West Haven Special Service District, West Haven City, and Child Richards CPAs and Advisors

Brent Warren made a motion to approve Resolution 11-2024 to approve an agreement with West Haven Special Service District, West Haven City, and Child Richards CPAs and Advisors. **Melinda Stimpson** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

6. CENTRAL WEBER UPDATE

Mayor Robert Vanderwood

Mayor Vanderwood updated the board on Central Weber's business. He informed the board that they did a review of the Audit Report and gave updates on 2 major projects, Hooper Landing and the UV Treatment installation. Mayor Vanderwood also suggested that the district board participate in training with the UASD next year.

7. CONSENT AGENDA

- A. Action on minutes (October 21, 2024)
- B. Billing Adjustments (October 2024)
- C. Monthly Accounts Payable (November 2024)
- D. West Haven City – \$51,416.67 (Invoice 10202427 – Administrative Services for October 2024)
- E. Nearmap US, Inc. – \$5,450.00 (Online aerial imagery and location data subscription)
- F. Roy City Corporation – \$6,188.00 (Surplus Water)
- G. Gardner Engineering – \$5,937.50 (2700 W List Station Engineering and Design)

Dale Allen made a motion to approve items A-G. **Melinda Stimpson** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

8. EXECUTIVE SESSION

The Board will consider a motion to enter into a closed meeting for the purpose of a strategy session to discuss the purchase, exchange or lease of real property to be held in accordance with the provisions of Utah Code 52-4-205.

Melinda Stimpson made a motion to approve Table. **Dale Allen** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

9. ACTION ON EXECUTIVE SESSION

Action as deemed necessary

James Jenson made a motion to Table. **Rob Vanderwood** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

10. ADJOURNMENT

Ryan Swapp made a motion to adjourn at 6:56 pm. **Dale Allen** seconded the motion.

AYES: Kurk Beesley, Jame Jenson, Dale Allen, Ryan Swapp, Melinda Stimpson, Brent Warren, Rob Vanderwood

NAYS:

ABSENT:

Dated this 16th day of December 2024

Charis Sully, District Recorder

Report Criteria:

Selected types: Billing Adjustment, Payment Adjustment, Transfer, Write Off

Name	Type	Description	Amount	Service
Billing Adjustment				
11/05/2024				
Haynes, Marsha	Billing Adjustment	Waive Late fee	-5.00	L FEE - 19
Solorzano, Javier Antonio Astorga	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Solorzano, Javier Antonio Astorga	Billing Adjustment	Back Billed to 09/06/2024	60.50	Sewer - 1
Tobias, Heidi & Chad	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Calderon, Christian	Billing Adjustment	Transfer Fee - New Tenant	50.00	Sewer - 1
Rangel, Humberto	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Rangel, Humberto	Billing Adjustment	Back Billed to 08/23/2024	82.80	Multiple
Total 11/05/2024:			338.30	
11/06/2024				
Monreal, Daniel	Billing Adjustment	waive late fee	-5.00	L FEE - 19
Brandon, Karen & David	Billing Adjustment	Waived late fees	-10.00	L FEE - 19
Williams, Amberlee & Adrian	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Total 11/06/2024:			35.00	
11/07/2024				
Russet, Greg	Billing Adjustment	Waive Late fee	-5.00	L FEE - 19
Cornerstone Residential - Westlake Townh	Billing Adjustment	Back Billed to 10/16/2024	76.80	Multiple
Deelstra, Eileen	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Long, Wesley	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Middleton, Charles	Billing Adjustment	waive late fee	-5.00	L FEE - 19
Robinson, Rendal	Billing Adjustment	waive late fee	-5.00	L FEE - 19
Stephens, Kenneth Scott	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Total 11/07/2024:			46.80	
11/12/2024				
L. Kent Slater Living Trust	Billing Adjustment	Waived Late Fees on Final	-5.00	L FEE - 19
Gittins, Lane	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Opheikens, Ben	Billing Adjustment	Currently Vacant	-45.30	Multiple
Sayler, Jakob	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Applonie, David L.	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Hadley, Brad & Erin	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Total 11/12/2024:			-70.30	
11/13/2024				
Chatelain, Lonnie	Billing Adjustment	Waive Late fee	-5.00	L FEE - 19
Evia, Cecilia & Gilberto	Billing Adjustment	Waive Late fee	-5.00	L FEE - 19
Allred, Lloyd	Billing Adjustment	Waived Late Fee-Card Stole	-5.00	L FEE - 19
Tucker, Chad	Billing Adjustment	Waive Late fee	-5.00	L FEE - 19
Total 11/13/2024:			-20.00	
11/14/2024				
Ericksen, Kylee	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Collins, Angel	Billing Adjustment	Title Company paid acct in f	-1.04	Multiple
Grover, Courtney	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Moore, Devan & Kristen	Billing Adjustment	Transfer Fee - New Tenant	50.00	Sewer - 1

Name	Type	Description	Amount	Service
Scarborough, Nick	Billing Adjustment	Transfer Fee - New Tenant	50.00	Sewer - 1
Calder, Michael & Shelby	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Valdez, Adrian	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Haynes, Emily	Billing Adjustment	Waived Late Fees on Final	-10.00	L FEE - 19
Haynes, Emily	Billing Adjustment	transferred balance to acct	-17.45	Sewer - 1
Romero, Jared	Billing Adjustment	transferred balance from ac	17.45	Sewer - 1
Garcia, Steven	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Bala, Nataliya	Billing Adjustment	Home Vacant as of 10/23/20	-10.80	Multiple
Bone, Clint	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Total 11/14/2024:			268.16	
11/18/2024				
Hepworth, Ronald & Julie	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Storage Masters LLC	Billing Adjustment	Not on WH storm drain	-216.00	SD - 5
Tracy, James	Billing Adjustment	Sold Home 05/31/2024	-245.62	Multiple
Hymas, Susan	Billing Adjustment	Waived late fees	-10.00	L FEE - 19
Total 11/18/2024:			-476.62	
11/19/2024				
Taylor, Brittany & Ryan	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Total 11/19/2024:			50.00	
11/20/2024				
Miller, Matthew	Billing Adjustment	Waived Late Fees on Final	-5.00	Multiple
Chatterley, Jill	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Chatterley, Jill	Billing Adjustment	Backbilled to 10/27/2024	6.00	Multiple
Brewer, Candance	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Total 11/20/2024:			46.00	
11/21/2024				
Petersen, Tye	Billing Adjustment	Acct closed out by accident	3.48	Multiple
LKL Associates	Billing Adjustment	Backbilled to 02/18/2024	1,209.60	Multiple
Stillwater Construction Group	Billing Adjustment	Backbilled to 08/19/2024	86.40	Multiple
Stillwater Construction Group	Billing Adjustment	Backbilled to 08/26/2024	79.20	Multiple
Stillwater Construction Group	Billing Adjustment	Backbilled to 10/08/2024	28.80	Multiple
EME Mechanical	Billing Adjustment	Backbilled to 09/12/2024	58.80	Multiple
Total 11/21/2024:			1,466.28	
11/25/2024				
Pixton, Kenny & Megan	Billing Adjustment	Waived late fees	-15.00	L FEE - 19
Pebbley, Caroline	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Schena, Braxton & Jaycee	Billing Adjustment	Transfer Fee - New Tenant	50.00	Sewer - 1
Caliber Holdings Corp	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Caliber Holdings Corp	Billing Adjustment	Back Billed to 09/07/2022	1,548.00	Multiple
Total 11/25/2024:			1,628.00	
11/26/2024				
HCE Property LLC	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Total 11/26/2024:			50.00	

Name	Type	Description	Amount	Service
11/30/2024				
Worldwide Medical	Billing Adjustment	Backbilled to 11/01/2022	936.00	Multiple
Olsen, Keith	Billing Adjustment	Transfer Fee - New Tenant	50.00	Sewer - 1
Sanchez Noroyoqui, Cecilia	Billing Adjustment	Transfer Fee - New Owners	50.00	Sewer - 1
Stewart, Thais & John	Billing Adjustment	Waived Late Fee	-5.00	L FEE - 19
Total 11/30/2024:			<u>1,031.00</u>	
Total Billing Adjustment:			<u>4,392.62</u>	

Name	Type	Description	Amount	Service
Payment Adjustment				
11/18/2024				
Gutierrez, Kathy	Payment Adjustment	Refund overpayment	36.00	Multiple
McGuire, Michael D.	Payment Adjustment	Refund overpayment	44.59	Sewer - 1
Total 11/18/2024:			80.59	
Total Payment Adjustment:			80.59	
Grand Totals:			4,473.21	

Report Criteria:

Selected types: Billing Adjustment, Payment Adjustment, Transfer, Write Off

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Bona Vista								
115	Bona Vista	1216202408	43.2723.1	11/22/2024	34.31	.00		
Total Bona Vista:					34.31	.00		
Brent Warren								
339	Brent Warren	1007	Medicare	12/01/2024	4.22-	.00		
339	Brent Warren	1007	FICA	12/01/2024	18.05-	.00		
339	Brent Warren	1007	Directors Fees	12/01/2024	291.00	.00		
339	Brent Warren	1007	Extra Withholding	12/01/2024	100.00-	.00		
Total Brent Warren:					168.73	.00		
BURT BROTHERS TIRE AND SERVICE								
340	BURT BROTHERS TIRE AND SE	1300013133	2023 GMC Oil Change	12/12/2024	130.18	.00		
Total BURT BROTHERS TIRE AND SERVICE:					130.18	.00		
Caselle Inc.								
121	Caselle Inc.	137236	software support	12/01/2024	851.00	.00		
Total Caselle Inc.:					851.00	.00		
Centra Com								
344	Centra Com	1216202411	Fiber for Lift Stations	12/01/2024	541.00	.00		
Total Centra Com:					541.00	.00		
CENTRAL WEBER SEWER DISTRICT								
123	CENTRAL WEBER SEWER DIST	2328361	Treatment Fees	11/19/2024	409,648.00	.00		
Total CENTRAL WEBER SEWER DISTRICT:					409,648.00	.00		
Charis Sully								
324	Charis Sully	1216202412	Cell Phone Reimbursement	11/30/2024	40.00	.00		
Total Charis Sully:					40.00	.00		
Child-Richards								
125	Child-Richards	145826	Accounting Services for Septemb	11/30/2024	937.50	.00		
Total Child-Richards:					937.50	.00		
CINTAS								
333	CINTAS	5242013403	CABINET REFILL	11/27/2024	12.65	.00		
333	CINTAS	9298514673	AED Maintenance	11/30/2024	126.00	.00		
Total CINTAS:					138.65	.00		
Dale Allen								
287	Dale Allen	1031	Directors Fees	12/01/2024	291.00	.00		
287	Dale Allen	1031	Medicare	12/01/2024	4.22-	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
287	Dale Allen	1031	FICA	12/01/2024	18.05-	.00		
Total Dale Allen:					268.73	.00		
Enbridge Gas								
144	Enbridge Gas	1216202409	acct #3443109831	12/03/2024	49.06	.00		
144	Enbridge Gas	1216202410	acct #3443109831	12/05/2024	354.21	.00		
Total Enbridge Gas:					403.27	.00		
Freedom Mailing Services Inc								
346	Freedom Mailing Services Inc	49302	Utility Bill Processing	12/04/2024	3,318.81	.00		
Total Freedom Mailing Services Inc:					3,318.81	.00		
Gardner Engineering								
157	Gardner Engineering	2419	4450 Fencing	11/01/2024	573.75	.00		
157	Gardner Engineering	2535	2700 W Lift Station Porject	11/01/2024	9,830.00	.00		
Total Gardner Engineering:					10,403.75	.00		
HOOPER WATER								
177	HOOPER WATER	12162024	52199.1	11/30/2024	28.46	.00		
177	HOOPER WATER	1216202401	18500.01	11/30/2024	28.46	.00		
Total HOOPER WATER:					56.92	.00		
James Jensen								
302	James Jensen	1023	Directors Fees	12/01/2024	291.00	.00		
302	James Jensen	1023	Medicare	12/01/2024	4.22-	.00		
302	James Jensen	1023	FICA	12/01/2024	18.05-	.00		
Total James Jensen:					268.73	.00		
Kurk Beesley								
288	Kurk Beesley	1031	Directors Fees	12/01/2024	416.00	.00		
288	Kurk Beesley	1031	Medicare	12/01/2024	6.03-	.00		
288	Kurk Beesley	1031	FICA	12/01/2024	25.80-	.00		
Total Kurk Beesley:					384.17	.00		
LRB Public Finance Advisors, Inc.								
352	LRB Public Finance Advisors, Inc.	2024-0090A	Consulting Services for Sewer Im	10/31/2024	6,300.00	.00		
Total LRB Public Finance Advisors, Inc.:					6,300.00	.00		
Matt Wilson								
345	Matt Wilson	1216202403	Conflict Counsel for Interlocal Agr	11/26/2024	75.00	.00		
Total Matt Wilson:					75.00	.00		
Melinda Stimpson								
303	Melinda Stimpson	1023	Directors Fees	12/01/2024	291.00	.00		
303	Melinda Stimpson	1023	Medicare	12/01/2024	4.22-	.00		
303	Melinda Stimpson	1023	FICA	12/01/2024	18.05-	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Melinda Stimpson:					268.73	.00		
Ready Technologies								
227	Ready Technologies	262588	Local Area Network Backups	11/19/2024	210.00	.00		
227	Ready Technologies	262609	Ipad Setup, local area backups, a	11/30/2024	540.00	.00		
Total Ready Technologies:					750.00	.00		
Rock Hard Excavating								
234	Rock Hard Excavating	1791	4700 W 4800 S sewerline repair	12/15/2023	6,300.00	.00		
Total Rock Hard Excavating:					6,300.00	.00		
Rocky Mountain Power								
237	Rocky Mountain Power	1216202407	acct #49047986-001 0	11/27/2024	886.68	.00		
Total Rocky Mountain Power:					886.68	.00		
Roy City Corporation								
239	Roy City Corporation	1216202406	Surplus water	11/30/2024	5,842.20	.00		
Total Roy City Corporation:					5,842.20	.00		
Safety Supply and Sign Co.								
310	Safety Supply and Sign Co.	191969	sewer and water line signs	11/25/2024	273.66	.00		
Total Safety Supply and Sign Co.:					273.66	.00		
Twin D, Inc.								
259	Twin D, Inc.	774161 RI	LIFT STATION FLUSHING AND V	11/19/2024	2,118.75	.00		
Total Twin D, Inc.:					2,118.75	.00		
UMCA								
295	UMCA	1216202402	UMAC Membership Dues	12/01/2024	125.00	.00		
Total UMCA:					125.00	.00		
Upper Case Printing, Ink								
351	Upper Case Printing, Ink	2473	Annual Billing Supplies	12/05/2024	7,530.00	.00		
Total Upper Case Printing, Ink:					7,530.00	.00		
Verizon								
269	Verizon	6100474763	Data plan	12/06/2024	160.04	.00		
Total Verizon:					160.04	.00		
Weber Basin Water Conservancy District								
273	Weber Basin Water Conservancy	0080267	water samples	12/06/2024	24.00	.00		
Total Weber Basin Water Conservancy District:					24.00	.00		
WEST HAVEN CITY								
275	WEST HAVEN CITY	11202428	Administrative Services NOVEMB	11/30/2024	55,632.15	.00		
275	WEST HAVEN CITY	1216202404	Storm Drain Fees OCTOBER 202	10/31/2024	26,265.84	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
275	WEST HAVEN CITY	1216202405	Garbage fees OCTOBER 2024	10/31/2024	78,843.21	.00		
Total WEST HAVEN CITY:					160,741.20	.00		
Grand Totals:					618,989.01	.00		

Dated: _____

Board Chairman: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

INVOICE



INVOICE #11202428
DATE: NOVEMBER 30, 2024

TO:
WEST HAVEN SPECIAL SERVICE DISTRICT

FOR:
ADMINISTRATIVE SERVICES INCLUDING OFFICE
SPACE, UTILITIES AND PERSONNEL FOR
NOVEMBER 2024

DESCRIPTION	AMOUNT
Administrative Services including office space, utilities and personnel for November 2024	\$55,632.15
TOTAL	\$55,632.15

Make all checks payable to:
West Haven City
4150 S. 3900 W.
West Haven, UT 84401
801-731-4519

Charis Sully

From: Amy Davies <amy@childrichards.com>
Sent: Monday, December 2, 2024 4:18 PM
To: Charis Sully
Subject: October Storm Drain & Sanitation Fees

[External Email – Use Caution]

Hi Charis-

Here are the amounts due to WHC for Storm Drain & Sanitation Fees as of October 31, 2024.

WEST HAVEN CITY					
OCTOBER STORM DRAIN & SANITATION FEES					
	2045		2044		
	STORM	BALANCE	SANITATION	BALANCE	
BALANCE DUE AS OF SEPTEMBER		24,104.65		73,890.68	
OCTOBER WHSSD PMT	(24,104.65)	-	(73,890.68)	-	
OCTOBER BILLINGS	26,265.84	26,265.84	78,843.21	78,843.21	
BALANCE DUE AS OF OCTOBER		26,265.84		78,843.21	
GRAND TOTAL DUE AS OF OCTOBER 31, 2024				105,109.05	

Thanks!

Amy Davies
Child Richards CPAs & Advisors
2490 Wall Ave
Ogden, UT 84401
Phone 801-621-0440
Fax 801-399-9264

4010



Central Weber Sewer Improvement District

2618 West Pioneer Rd
Ogden, UT 84404
Fax (801) 731-0481
Telephone (801) 731-3011

Invoice

West Haven SSD
4150 South 3900 West
West Haven UT 84401

Invoice No: 2328361

Date: 11/19/2024

Account: 159

Description	Amount
Treatment Fees - Cities	409,648.00
Total Invoice Amount: 409,648.00	

INVOICE

CLIENT:
Shawn Warnke West Haven 4150 S 3900 W West Haven, UT 84001

INVOICE NO:	2024-0090A
INVOICE DATE:	10/31/2024
PROJECT:	West Haven Sewer Impact Fee

DESCRIPTION OF SERVICES	FEE
For consulting services related to West Haven, Sewer Impact Fee. Please see attached for details.	6,300.00

PLEASE REMIT PAYMENT TO:

LRB PUBLIC FINANCE ADVISORS, INC.
41 N. RIO GRANDE, SUITE 101
SALT LAKE CITY, UT 84101

WIRE TRANSFER INSTRUCTIONS:

ABA #: 324079555
CREDIT BANK: Mountain America Credit Union
CREDIT ACCOUNT #: #501010782570
CREDIT ACCOUNT NAME: LRB Public Finance Advisors, Inc.

TOTAL AMOUNT DUE:	\$6,300.00
--------------------------	-------------------

AUTHORIZED BY: _____



GENERAL INFORMATION	
<i>Client:</i>	West Haven Special Service District Shawn Warnke 4150 S 3900 W West Haven, UT 84401
<i>Project Description:</i>	Sewer Impact Fee
<i>Invoice Date:</i>	10/31/2024
<i>Invoice Number:</i>	2024-0090A
<i>Primary LRB Contact:</i>	Fred
<i>Secondary LRB Contact(s):</i>	

PROJECT TASKS		
	Tasks	Fee per Task
	Hourly Rate	
Task 1	Project Initiation & Kick-off Meeting (1 Meeting - Virtual)	\$ 400.00
Task 2	Review Existing Planning Documents	400.00
Task 3	Demand Growth Analysis and Level of Service (LOS)	1,000.00
Task 4	Determination of Existing Capacity and Equity Buy-In	400.00
Task 5	Identify Impact Fee Eligible Capital Facilities	400.00
Task 6	Identify a Financing Structure for Future Capital Project Needs	400.00
Task 7	Excess Capacity & Future Capital Facility Analysis	1,000.00
Task 8	Create Impact Fee Schedules	2,000.00
Task 9	Preliminary Findings Meeting (1 Meeting - Virtual)	300.00
Task 10	Prepare Draft Documents	800.00
Task 11	Assist with Noticing and Enactment	250.00
Task 12	Legislative Work Session (1 Meeting)	500.00
Task 13	Provide Final Written Impact Fee Analysis, Transcript and Certification	800.00
Task 14	Hold Public Hearing and Final Adoption of IFPP and IFAs (1 Meeting)	500.00
Total		\$ 9,150.00

CURRENT INVOICE		
2024-0090A		
Percent	Amount	Remaining
100%	\$ 400.00	\$ -
100%	400.00	-
100%	1,000.00	-
100%	400.00	-
100%	400.00	-
100%	400.00	-
100%	1,000.00	-
100%	2,000.00	-
100%	300.00	-
0%	-	800.00
0%	-	250.00
0%	-	500.00
0%	-	800.00
0%	-	500.00
Total	\$ 6,300.00	\$ 2,850.00



INVOICE

Bill To

West Haven Special Service District
4150 South 3900 West
West Haven, UT 84401

Inv. # 2535
Date 11-01-2024
Period 10-01-2024 - 10-31-2024
Due 11-01-2024
Project 23-175 - West Haven Special Service District - 2700 W Lift Station (2700)

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1 - Engineering & Survey Work	\$0.00	\$2,000.00	\$2,595.00	-	-\$4,595.00
2 - Design 2	\$0.00	\$5,037.50	\$0.00	-	-\$5,037.50
Fee Total	\$0.00	\$7,037.50	\$2,595.00	-	-\$9,632.50
Expenses	\$0.00	\$0.00	\$7,235.00	-	-\$7,235.00
Expense Total	\$0.00	\$0.00	\$7,235.00	-	-\$7,235.00
Project Total	\$0.00	\$7,037.50	\$9,830.00	-	-\$16,867.50
AMOUNT DUE			\$9,830.00		

LABOR

1 - Engineering & Survey Work

STAFF	HOURS	RATE	TOTAL
Riker Porter	17	\$85.00	\$1,445.00
Ryan Christensen	11.5	\$100.00	\$1,150.00
	28.5		\$2,595.00

Labor Total **\$2,595.00**

Labor Subtotal \$2,595.00

Direct Expenses Subtotal \$7,235.00

Invoice Total **\$9,830.00**

AMOUNT DUE **\$9,830.00**

Please Send Payment To

Gardner Engineering
1580 W. 2100 S.
West Haven, UT 84401

TIMESHEET REPORT**Task 1 - Engineering & Survey Work**

DATE	EMPLOYEE	HOURS	NOTES
10-07-2024	Riker Porter	0.5	Intro with Ryan Site Concept Notes
10-07-2024	Ryan Christensen	1	site plan
10-10-2024	Riker Porter	3	Plan Review Topo Layer Control Demo Plan Site Plan
10-15-2024	Riker Porter	3	Call Ryan Exhibit Review Email Ryan Concept Drafting Site Plan Utility Plan Demo Plan Notes Keynotes Review Revisions
10-16-2024	Riker Porter	0.75	Call Ryan Email Ryan Plan Set for review
10-16-2024	Ryan Christensen	2.5	
10-21-2024	Riker Porter	1	Discussion Ryan
10-21-2024	Ryan Christensen	2	site design
10-22-2024	Riker Porter	2.5	Demo Revisions Site Revisions Utility Revisions Aqua Cad In Building Revisions Dimensions
10-22-2024	Ryan Christensen	1	scada
10-23-2024	Riker Porter	2.75	Site Revisions Utility Revisions Dims Keynotes Notes
10-28-2024	Riker Porter	0.75	Discussion Ryan Review
10-28-2024	Ryan Christensen	3	site plan
10-29-2024	Riker Porter	2.75	Plan Revisions Sheet Layout Template Demo Revisions Site Revisions Utility Revisions Grading sheet Review Email Ryan Text Ryan Print Text Ryan
10-29-2024	Ryan Christensen	2	meeting

Invoice

533 W 2600 S, Suite 275, Bountiful, UT 84010
Phone 801.299.1327 Fax 801.299.0153

October 09, 2024

Project No:

002668.C

Invoice No:

28674

23-175

Ryan Christensen
Gardner Engineering
5150 S. 375 E.
Ogden, UT 84405

Project Manager
Principal

Wade Stinson
Bradly Rasmussen

Project 002668.C West Haven 2700 West Lift Station

Professional Services Through September 30, 2024

Project Phase 001 West Haven 2700 West Lift Station

Professional Personnel

		Hours	Rate	Amount
Barth, Henry	9/6/2024	4.00	165.00	660.00
Meeting about project. Gathering design criteria, calculating design loads, designing roof diaphragm				
Barth, Henry	9/9/2024	1.00	165.00	165.00
Flexible diaphragm calculations				
Barth, Henry	9/10/2024	1.00	165.00	165.00
Structural calculations				
Barth, Henry	9/11/2024	2.75	165.00	453.75
Wet well lid design				
Barth, Henry	9/12/2024	2.25	165.00	371.25
Wet well design				
Barth, Henry	9/13/2024	1.25	165.00	206.25
FEA modeling of wet well				
Barth, Henry	9/16/2024	3.00	165.00	495.00
Wet well tank preliminary design and coordination				
Barth, Henry	9/17/2024	.50	165.00	82.50
Redlines to drafting				
Barth, Henry	9/18/2024	2.50	165.00	412.50
Crane preliminary design				
Barth, Henry	9/19/2024	2.00	165.00	330.00
Barth, Henry	9/26/2024	3.25	165.00	536.25
Roof connections design and redlines, crane to wall connection design and redlines				
Hale, Carolee	9/9/2024	1.00	165.00	165.00
Electrical Utility Coordination				
Hale, Carolee	9/12/2024	1.00	165.00	165.00
Electrical/Mechanical Coordination				
Maughan, Michael	9/6/2024	1.00	185.00	185.00
Structural kickoff				
Maughan, Michael	9/16/2024	.50	185.00	92.50
Coordination for Geotech				
Pratt, Brett	9/24/2024	5.00	135.00	675.00
Structural				
Rasmussen, Bradly	9/20/2024	1.00	225.00	225.00
Stinson, Wade	9/3/2024	.50	185.00	92.50
Project Coordination				

Project	002668.C	West Haven 2700 West Lift Station			Invoice	28674
	Stinson, Wade	9/5/2024	.50	185.00	92.50	
	Project Coordination					
	Stinson, Wade	9/6/2024	4.00	185.00	740.00	
	Lift Station Work					
	Stinson, Wade	9/12/2024	4.00	185.00	740.00	
	Lift Station Work					
	Stinson, Wade	9/16/2024	.50	185.00	92.50	
	Lift Station Work					
	Stinson, Wade	9/25/2024	.50	185.00	92.50	
	Lift Station Coordination					
	Totals		43.00		7,235.00	
	Total Labor					7,235.00
				Total this Phase		\$7,235.00
				TOTAL THIS INVOICE		\$7,235.00

	Current	Prior	Total
Project Billed to Date	7,235.00	5,037.50	12,272.50

Our preferred method of payment is via Electronic Transfer of Funds.
Please send your payment to the following:

Routing Number – 124000054
Account Number – 985352186

Send remittance information to melanie.checketts@aquaeng.com to ensure your payment is applied correctly.

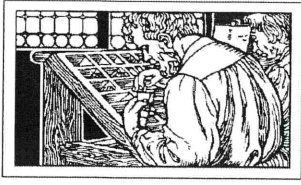
2841 West 1800 South
West Haven, UT 84401

Invoice #: 1791
Invoice Date: 12/15/2023
Due Date: 12/15/2023
Project:

West Haven Special Service District

Thank you for your business.

Balance Due	\$6,300.00
--------------------	-------------------



Upper Case Printing, Ink

459 w center st
Orem, UT 84057

Invoice

Date	Invoice #
12/5/2024	2473

Phone #	Fax #
(801) 373-0507	(801) 373-0508
E-mail	
ucp_ink@yahoo.com	

Bill To

West Haven Special Service District
4150 S. 3900 W.
West Haven, Utah 84401

P.O. No.	Terms

Quantity	Description	Rate	Amount
60,000	Utility Bills	0.0465	2,790.00
60,000	#9 envelopes	0.037	2,220.00
60,000	#10 window envelopes	0.042	2,520.00
Delivered to Freedom Mailing Services		Total	\$7,530.00