



WEST HAVEN CITY COUNCIL AGENDA

May 21, 2025 6:00 P.M.

City Council Chambers
4150 South 3900 West, West Haven, UT
84401

NOTICE IS HEREBY GIVEN THAT ON **May 21, 2025** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM**: COUNCIL WORK SESSION AND **6:00 PM**: REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030](http://www.youtube.com/@cityofwesthavenutah4030).

5:00 Work Session – In City Council Chambers

NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: **MAYOR VANDERWOOD**

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion-Council Updates
2. Presentation-Flock Cameras Report-Lt. Endsley
3. Discussion- Council Will Discuss the Current 2024-2025 Budget and Proposed 2025-2026 Tentative Budget Including but Not Limited to Revenues, Expenses, and Capital Projects Within the General Fund, Capital Project Fund, Cemetery Fund, and Storm Water Fund-Shawn Warnke
4. City Manager Quarterly Financial Audit Report-Shawn Warnke

6:00 Regular City Council Meeting

1. **MEETING CALLED TO ORDER:** **Mayor Vanderwood**
2. **OPENING CEREMONIES**
A. PLEDGE OF ALLEGIANCE
B. PRAYER/MOMENT OF SILENCE **Councilmember Saunders**
Councilmember Morse
3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA**. No action can or will be taken on any issue(s) presented.
4. **UPCOMING EVENTS**

| | | |
|-------------------------|------------------|-----------------|
| Senior Lunch Bunch | May 28, 2025 | 11:30 AM |
| Music Circle | May 26, 2025 | 7:00 PM |
| Candidacy Filing Period | June 2-6, 2025 | 8:00 AM-5:00 PM |
| Music Circle | June 23, 2025 | 7:00 PM |
| Senior Lunch Bunch | June 25, 2025 | 11:30 AM |
| West Haven Days | June 23-28, 2025 | |
5. **COUNCIL UPDATES**

*****AGENDA ACTION ITEMS*****

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@westhavenccy.com at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at westhavenct.com; emailed to the Standard-Examiner with a request that it be posted In their Wednesday night meeting section; mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney



West Haven Flock Update

May 21, 2025



flock safety

Flock Overview

Automatic License Plate Reader System (ALPRS)

Use governed by 41-6a-20 (ALPRS Act)

- 41-6a-2003
- (2)...an automatic license plate reader system may be used:
 - (a) by a law enforcement agency to access captured license plate data:
 - (i) as part of an active criminal investigation;
 - (ii) to apprehend an individual with an outstanding warrant;
 - (iii) to locate a missing or endangered person; or
 - (iv) to locate a stolen vehicle;

Privacy Concerns

- Data stored for 30 days
- Searches must meet requirements in state law
- Searches require a documented reason
- Limited number of users have search permissions
- Audit logs

Current Deployment



9 active West Haven cameras



1 camera pending installation



Current installation status

Delays after site had to be moved

Extending work window/permits with
UDOT

UDOT required pole testing

Gas company rep now needs to be present

Two techs needed for install

Data Snapshot
March 02, 2025 to
March 30, 2025

1,217,070 vehicle reads

132 Hot list hits

187 Searches by WCSO
deputies

Flock Uses

- Useful for a wide range of case types and incidents
 - Stolen vehicles
 - Wanted Persons
 - Missing Persons
 - Identifying and locating suspects
 - Aggravated Rapes
 - Homicides
 - Robberies, Burglaries, Thefts
 - Hit and Run

Notable Cases

24WC22743 Wanted Fugitive

- Arrest warrant listed on NCIC
- Homicide case from California
- Suspect located in West Haven through Flock alert
- Safely taken into custody

24WC22783

- Robbery at Cal Ranch
- Suspect vehicle in grainy security footage
- Similar vehicle identified through Flock cameras
- Next day, suspects arrested and identified

Notable Cases

24WC38678 Aggravated Rape

- Victim raped at gunpoint
- Suspect identified through vehicle registration records
- Flock evidence further adds to evidence of suspect's whereabouts

25WC7176 Kidnapping Warrant

- Vehicle located with active kidnapping warrant from another state
- Child in the car with driver/kidnapping suspect
- Suspect arrested, child safely recovered

Notable Cases

25WC8716 Endangered Person

- Male experiencing a medical episode while driving home
- Phone pings gave too wide of a radius to be useful
- Flock cameras helped pinpoint the male's location
- Found in West Haven, received medical attention

25WC9606 Stolen Vehicle

- Alert for stolen vehicle
- Deputies located vehicle occupied at a West Haven business
- Stolen vehicle and drug charges
- Suspect arrested / vehicle recovered

Riverdale Homicide



Woman found
dead in a fire
scene

Children
missing

Identified
suspect and
vehicle

Located
within hours

Suspect in
custody

Children
safely
recovered

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warne, City Manager
DATE: May 21, 2025
SUBJECT: City Manager Quarterly Audit Report – 3rd Quarter of FY 2025



Background

Section 36.22(B) of the West Haven City Purchasing Policy states,

- (A) The City Manager shall be responsible for conducting an audit of all purchases made for the city for compliance with the requirements of this chapter.
- (B) At the first City Council meeting following the end of each fiscal quarter, the City Manager shall provide a written report to the City Council with detailed findings regarding those purchases made in that fiscal quarter, which total between \$10,000.00 and \$50,000.00.

Below is a report of the purchases made in the 3rd quarter of FY 2025 within the parameters outlined by the City Council.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

[Report].Amount Paid = {between}10000-50000

| Vendor | Vendor Name | Invoice Number | Description | GL Account Number | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|----------------|---------------------------|----------------|------------------|-------------------|--------------|-----------------------|-------------|------------|--------|
| | | | | | | | | | |
| 10-4210 | | | | | | | | | |
| 9309 | FLOCK SAFETY | INV-57110 | CAMERAS | 10-4210 | 01/28/2025 | 15,000.00 | 15,000.00 | 02/06/2025 | |
| Total 10-4210: | | | | | | | | | |
| | | | | | | 15,000.00 | 15,000.00 | | |
| 10-4253 | | | | | | | | | |
| 7831 | WEBER COUNTY ANIMAL SERV | 60725 | ANIMAL SERVICES | 10-4253 | 03/01/2025 | 16,150.00 | 16,150.00 | 03/20/2025 | |
| 7831 | WEBER COUNTY ANIMAL SERV | 60726 | ANIMAL SERVICES | 10-4253 | 03/01/2025 | 13,503.00 | 13,503.00 | 03/20/2025 | |
| Total 10-4253: | | | | | | | | | |
| | | | | | | 29,653.00 | 29,653.00 | | |
| 10-4330 | | | | | | | | | |
| 9102 | ULRICH & ASSOCIATES PC | 28907 | AUDIT 2025 | 10-4330 | 01/23/2025 | 14,000.00 | 14,000.00 | 02/06/2025 | |
| Total 10-4330: | | | | | | | | | |
| | | | | | | 14,000.00 | 14,000.00 | | |
| 10-6037 | | | | | | | | | |
| 7814 | WASTE MANAGEMENT | 2156546-2682- | GARBAGE SERVICES | 10-6037 | 01/02/2025 | 37,212.70 | 37,212.70 | 02/06/2025 | |
| 7814 | WASTE MANAGEMENT | 2158070-2682- | GARBAGE SERVICES | 10-6037 | 02/03/2025 | 37,325.20 | 37,325.20 | 02/20/2025 | |
| 7814 | WASTE MANAGEMENT | 2160211-2682- | GARBAGE SERVICES | 10-6037 | 03/03/2025 | 37,439.20 | 37,439.20 | 03/20/2025 | |
| 7844 | WEBER COUNTY TRANSFER S | 001-00804518- | GARBAGE SERVICES | 10-6037 | 01/31/2025 | 25,888.00 | 25,888.00 | 02/20/2025 | |
| 7844 | WEBER COUNTY TRANSFER S | 022-01890383- | GARBAGE SERVICES | 10-6037 | 12/31/2024 | 25,507.00 | 25,507.00 | 01/16/2025 | |
| 7844 | WEBER COUNTY TRANSFER S | 022-01711201- | GARBAGE SERVICES | 10-6037 | 02/28/2025 | 19,163.00 | 19,163.00 | 03/20/2025 | |
| Total 10-6037: | | | | | | | | | |
| | | | | | | 182,515.10 | 182,515.10 | | |
| 10-6114 | | | | | | | | | |
| 5729 | PUBLIC EMPLOYEES HEALTH P | 0124124382 | SEWER | 10-6114 | 12/20/2024 | 10,555.60 | 10,555.60 | 01/02/2025 | |
| 5729 | PUBLIC EMPLOYEES HEALTH P | 0124131217 | SEWER | 10-6114 | 01/20/2025 | 10,555.60 | 10,555.60 | 02/06/2025 | |
| 5729 | PUBLIC EMPLOYEES HEALTH P | 0124138120 | SEWER | 10-6114 | 02/20/2025 | 10,555.60 | 10,555.60 | 03/06/2025 | |
| Total 10-6114: | | | | | | | | | |
| | | | | | | 31,666.80 | 31,666.80 | | |

| Vendor | Vendor Name | Invoice Number | Description | GL Account Number | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | VO |
|----------------|--------------------------|----------------|-------------------------|-------------------|--------------|-----------------------|-------------|------------|----|
| 13-6080 | | | | | | | | | |
| 2644 | GARDNER ENGINEERING | 2699 | 5100 W/3300 S | 13-6080 | 12/01/2024 | 12,990.00 | 12,990.00 | 01/16/2025 | |
| | | | | | | 12,990.00 | 12,990.00 | | |
| | Total 13-6080: | | | | | | | | |
| 13-6310 | | | | | | | | | |
| 124 | ADVANCED PAVING/CONSTRU | 5324 | 4300 S ROADWAY PROJECT | 13-6310 | 01/22/2025 | 46,588.95 | 46,588.95 | 02/06/2025 | |
| | | | | | | 46,588.95 | 46,588.95 | | |
| | Total 13-6310: | | | | | | | | |
| 13-9003 | | | | | | | | | |
| 2644 | GARDNER ENGINEERING | 3255 | 2700 W PH2 | 13-9003 | 02/01/2025 | 13,897.02 | 13,897.02 | 03/06/2025 | |
| | | | | | | 13,897.02 | 13,897.02 | | |
| | Total 13-9003: | | | | | | | | |
| 13-9006 | | | | | | | | | |
| 9525 | AVENUE CONSULTANTS | 11252 | 3300 S/5100 W | 13-9006 | 10/14/2024 | 40,000.00 | 40,000.00 | 01/16/2025 | |
| 9195 | COTTONWOOD TITLE INSURAN | 4815 W 3300 S | 4815 W 3300 S | 13-9006 | 01/10/2025 | 19,256.00 | 19,256.00 | 01/16/2025 | |
| 2644 | GARDNER ENGINEERING | 2905 | 5100 W/3300 S | 13-9006 | 01/01/2025 | 12,488.75 | 12,488.75 | 02/06/2025 | |
| 2644 | GARDNER ENGINEERING | 3254 | 5100 W/3300 S | 13-9006 | 02/01/2025 | 17,068.45 | 17,068.45 | 03/06/2025 | |
| | | | | | | 88,813.20 | 88,813.20 | | |
| | Total 13-9006: | | | | | | | | |
| 51-3630 | | | | | | | | | |
| 9718 | LAWRENCE ALLEN | REFUND 24-01 | STORM WATER IMPACT FEES | 51-3630 | 04/01/2024 | 12,660.82 | 12,660.82 | 03/20/2025 | |
| | | | | | | 12,660.82 | 12,660.82 | | |
| | Total 51-3630: | | | | | | | | |
| | Grand Totals: | | | | | 447,784.89 | 447,784.89 | | |



WEST HAVEN CITY COUNCIL MEETING MINUTES

May 7, 2025 6:00 P.M.

City Council Chambers
4150 South 3900 West, West Haven, UT 84401

| Present: | |
|-----------------|--------------------------------|
| Rob Vanderwood | Mayor |
| Carrie Call | Councilmember |
| Ryan Saunders | Councilmember |
| Kim Dixon | Councilmember |
| Ryan Swapp | Councilmember |
| Emily Green | City Recorder |
| Amy Hugie | City Attorney |
| Stephen Nelson | Community Development Director |
| Edward Mignone | City Engineer |
| Shawn Warnke | City Manager |
| Daniel Tanner | Code Enforcement Officer |
| Excused: | |
| Nina Morse | Councilmember |

5:00 Work Session – In City Council Chambers

NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: MAYOR VANDERWOOD

Mayor Vanderwood brought the meeting to order at 5:02 PM and welcomed those in attendance.

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion-Council Updates

Shawn Warnke said that a resident called to compliment the City on the Touch a Truck event.

2. Discussion- Review of Residents Survey Questionnaire

Kyrene Gibb went over the draft of the resident's survey.

3. Presentation- Transit Updates UTA-Beth Holbrook

Beth Holbrook gave a presentation on UTA's 5 year service plan.



U T A

2025-2029

FIVE-YEAR SERVICE PLAN

April 2025 Weber County

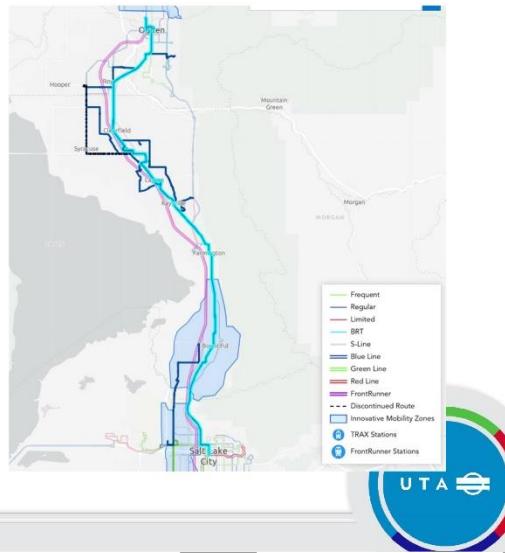
Modified Routes: 470

Proposed change:

- Route 470 will be modified to serve Layton Hills Mall via 1350/1300/1425 North, 675/700 West, Antelope Drive, 1500 East, and 1450 South. This change will service areas currently covered by route 628 and 640. Route 470 will also be modified to no longer serve DTC campus in Kaysville (replaced by increased frequency on 627).

Reason for change:

- Commercial areas near Layton Hills Mall are better served directly by route 470/future route 600 than by a combination of other routes that requires a transfer from Main St.
- Allows for replacement of Midtown Trolley with regular bus service



April 2026 Weber County

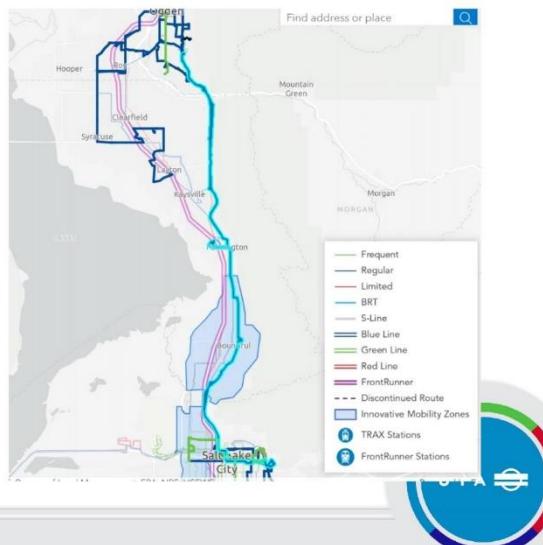
Modified Routes: 455

Proposed change:

Route 455 will be shortened at the north end to Dee Events Center (service on 30th St will be replaced by route 604).

Reason for change:

Cascading effect from other changes in Ogden local service, specifically Routes 604 and 610



April 2026 Weber County

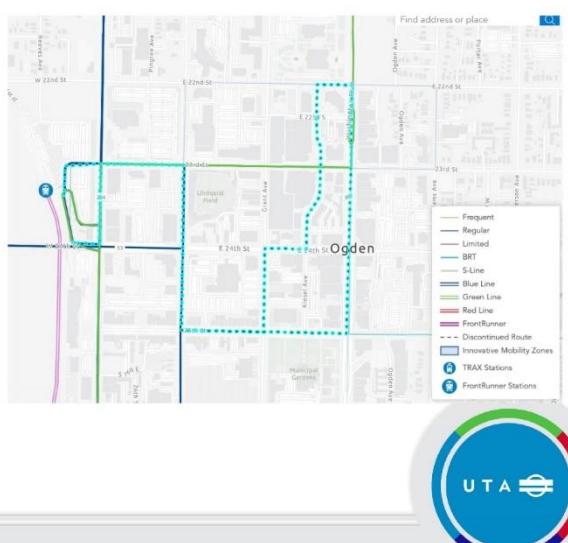
Modified Routes: 601

Proposed change:

The Ogden Trolley will be discontinued. Service in Ogden downtown will instead be provided with improved frequency on regional routes.

Reason for change:

The Ogden trolley performs quite poorly, and with the implementation of OGX, has been rendered largely redundant. Elimination of this service will allow UTA and Ogden City to dedicate more resources to regional services which connect in to Ogden Downtown.



April 2027 Weber County

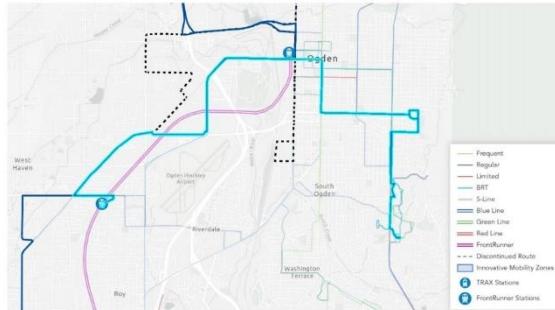
Modified Routes: 604

Proposed change:

- Route shortened to Roy Station (replaced by extended route 626). Replaces service on portions of F620
- Frequency increased

Reason for change:

- Network optimization



April 2026 Weber County

Modified Routes: 610

Proposed change:

Route 610 will be a new bi-directional service that will connect 12th Street, Wall Avenue, US-89, and Harrison boulevard every 30 minutes.

Reason for change:

Route 610 will significantly improve connectivity throughout the Ogden area, allow more east-west movement pattern, and allow for a reorganization and consolidation of other service throughout Weber County.



April 2026 Weber County

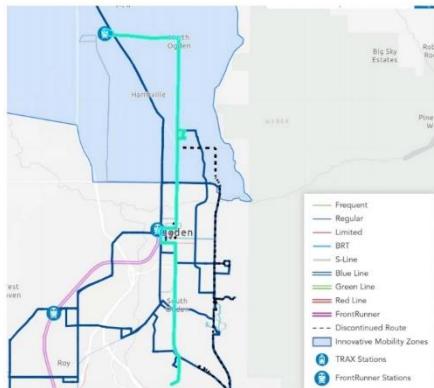
Modified Routes: 612

Proposed change:

▪ Route 612 will be modified to proceed at the north end to Pleasant View Station rather than North Ogden Loop. North Ogden loop will be serviced by new North Ogden IM2 area. The route will be modified to serve Ogden Station via 23rd St and 26th St. The southern end-of-line on Route 612 moved to 5800 S Adams Avenue Parkway and the route will not serve residential Washington Terrace (where service will be provided by Route 610).

Reason for change:

▪ This change to Route 612 optimizes the network to improve connections throughout the region. It will add core service to Pleasant View Station, create improved connections to FrontRunner, and provide a faster connection to Ogden Regional Medical Center.



April 2026 Weber County

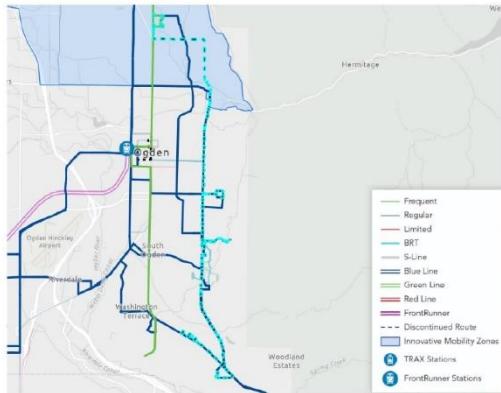
Modified Routes: 625

Proposed change:

- Route 625 will be discontinued and replaced with higher-frequency service provided by Route 610.

Reason for change:

- Route 625 performs poorly. Harrison Boulevard will see improved east-west connectivity with Route 610.

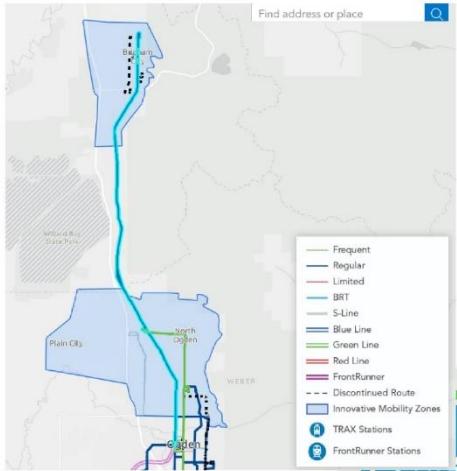


April 2026 Weber County

Modified Routes: 630

Proposed change:

- Frequency on Route 630 will be improved to every 30 minutes to help with passenger loads. The Route will be deviated to Pleasant View Station, while the deviation on 1100 S to Wal-Mart in Brigham City will be eliminated (and replaced with an Innovative Mobility Zone).



April 2026 Weber County

Modified Routes: 645

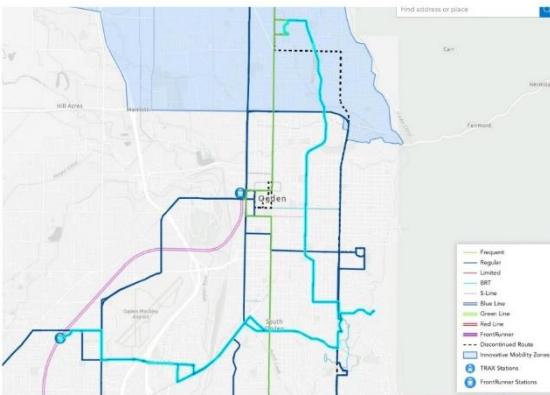
Proposed change:

- Route 645 will operate with increased weekday frequency on a modified running service to proceed down Quincy Avenue south of 3000 Street to 36th Street, then deviate up Edvalson Street before proceeding to 42nd / 40th Street to Riverdale Road and Roy Station. This modification will replace service on the northern half of Route 640.

- Service in the north will no longer extend beyond North Street, with service on Monroe Boulevard to 1100 North provided by an Innovative Mobility service. Stops to the west of Quincy Avenue along 36th Street will no longer be service.

Reason for change:

- This modification allows the faster return of 30 minute service to Monroe Boulevard, eliminates redundant service on Monroe Boulevard, and incorporates changes proposed by the 2018-2022 Utah Statewide Regional Transportation Plan by providing service on 40th Street. It also serves as part of the broader package of changes extending south to Layton, and provides a link to Roy FrontRunner Station from WSU's campus.

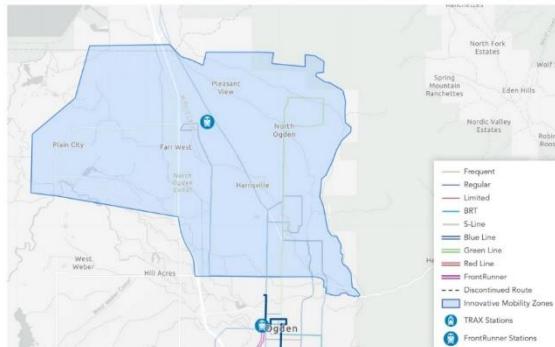


April 2026 Weber County

Modified Routes: IMZ 562

Proposed change:

- North Weber Innovative Mobility Zone (IMZ 562): New Service •
- Will cover North Ogden, Marriott-Slaterville, Harrisville, Plain City, and Pleasant View.
- This provides service to areas previously accessible by Routes 612, 630, and 645.



April 2026 Weber County

Modified Routes: 604

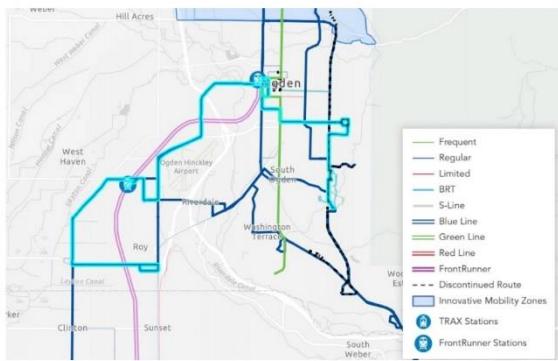
Proposed change:

Route 604 will be extended to Dee Events Center via 30th St, Taylor Avenue and end in the east at WSU.

Reason for change:

Preserve coverage in Ogden along with other local service changes

Increase connections from West Ogden



April 2027 Weber County

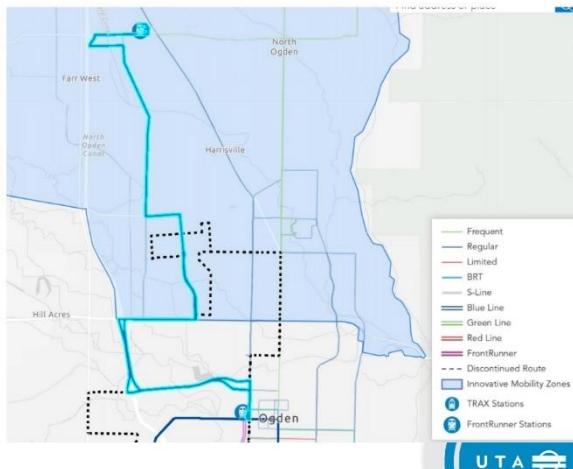
Modified Routes: 613

Proposed change:

- Serves the core of the BDO via 20th/21st street, route extended to Pleasant View Station
- Frequency increased to 30 mins weekday

Reason for change:

- Provide connections at Pleasant View Station to other routes.
- Network optimization and improved connectivity



April 2027 Weber County

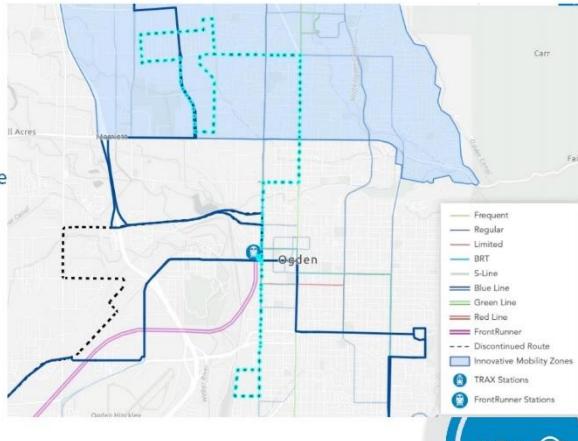
Modified Routes: F618

Proposed change:

- Route F618 will be discontinued. Service to BDO will be provided by a modified Route 613.

Reason for change:

- Network optimization to address redundant service



April 2027 Weber County

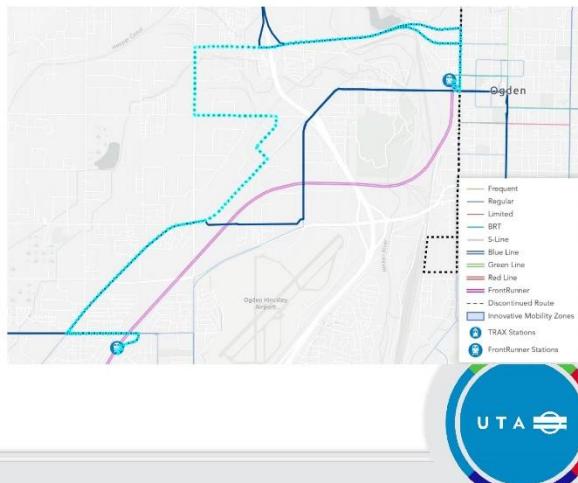
Modified Routes: F620

Proposed change:

- Route F620 will be discontinued, service to Ogden west side will be consolidated to the modified Route 604

Reason for change:

- Redundant service; concentrate service in areas with highest ridership potential



April 2028 Weber County

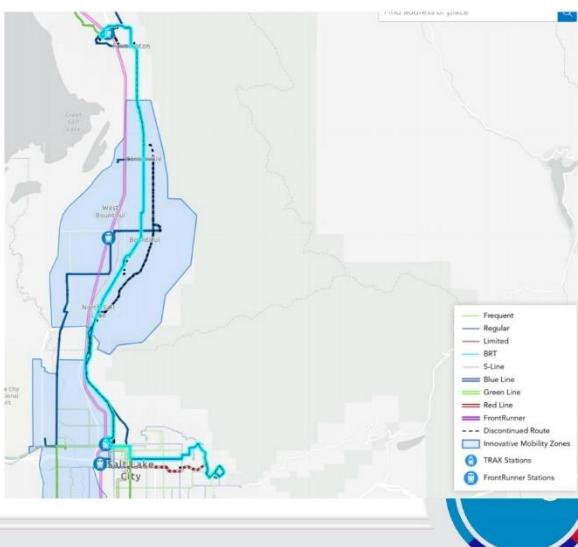
New Routes: 470X

Proposed change:

- Route 470X, Davis-SLC Community Connector, will provide all-day 15-minute service between Farmington FrontRunner Station and Research Park at the University of Utah.

Reason for change:

- This change in service has been planned as part of the Davis-Salt Lake connector project to improve connectivity between Davis and Salt Lake Counties.



April 2028 Weber County

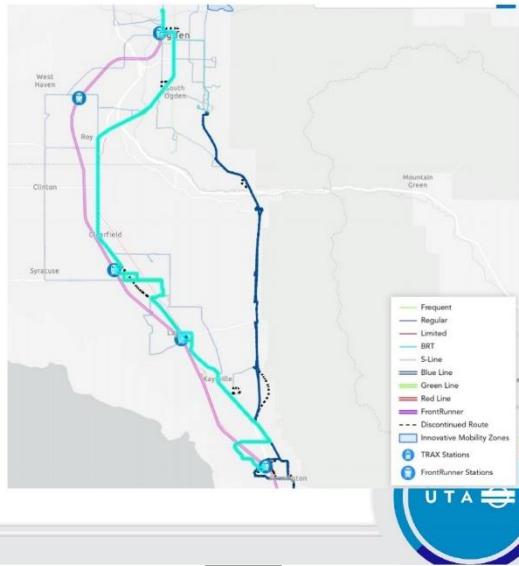
New Routes: 600

Proposed change:

- Route 600 will replace the northern part of Route 470, with high frequency service connecting Farmington to Ogden via all communities in between.

Reason for change:

- This route is part of the service reorganization which will take place as part of implementation of Davis Salt Lake community connector.
- With more resources, UTA can better serve northern Davis County with higher frequency.



April 2028 Weber County

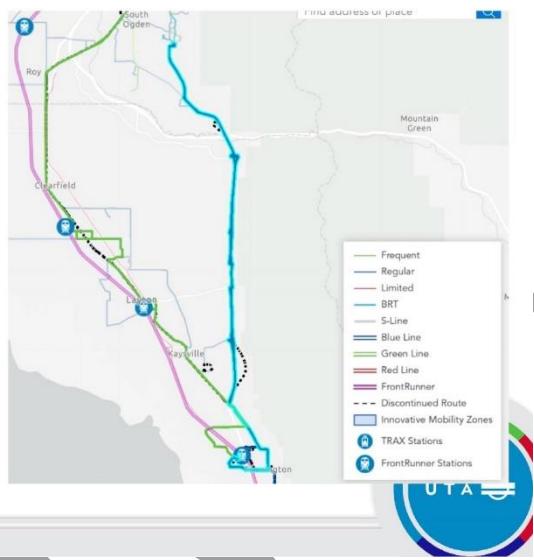
New Routes: 609

Proposed change:

- Route 609 will provide 30-minute service freeway-based service connecting the to the Park-n-rides along US-89, Dee Event Center and Farmington Station.

Reason for change:

- This route is part of the service reorganization which will take place as part of implementation of Davis Salt Lake community connector.



April 2028 Weber County

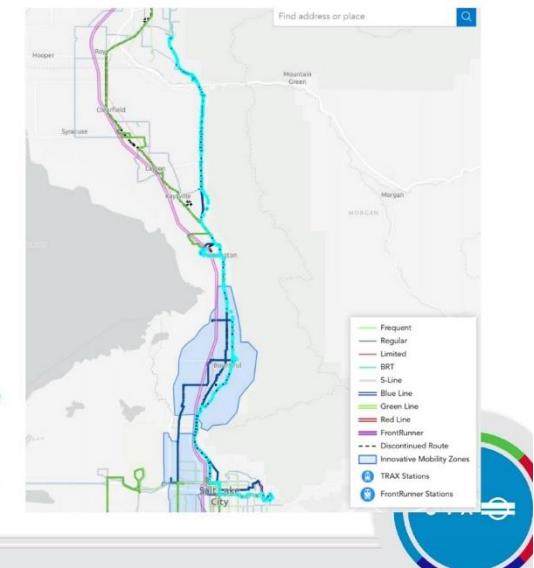
Discontinued Routes: 455

Proposed change:

- Route 455 will be discontinued with the implementation of Route 470X. Coverage of portions of the corridor will be provided by Routes 400, 417, 470X and 609.

Reason for change:

- With the implementation of Route 470X, the connection between the University of Utah and Southern Davis County will be provided by UTA Rapid Service. Thus, there is an opportunity to use the resources of Route 455 connect the East Bench of Davis County using other routes that improve local connectivity.



April 2028 Weber County

Discontinued Routes: 470 and 473

Proposed change:

- Service on regular route 470 and 473 will be discontinued and replaced with service on Route 470X and Route 600.

Reason for change:

- Implementation of Davis Salt Lake community connector.



Questions & Discussion



Trustee Beth Holbrook
bholbrook@rideuta.com
Tel: 801-867-5552



6:00 Regular City Council Meeting

1. MEETING BROUGHT TO ORDER:

The Council met at their regularly scheduled meeting held in the Council Chambers. Mayor Vanderwood brought the meeting to order at 6:13 PM and welcomed those in attendance.

2. OPENING CEREMONIES

- A. PLEDGE OF ALLEGIANCE
- B. PRAYER/MOMENT OF SILENCE

Councilmember Dixon
Councilmember Swapp

3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue(s) presented. *No one came up at this time.*

4. UPCOMING EVENTS

| | | |
|-------------------------|----------------|-----------------|
| Senior Lunch Bunch | May 28, 2025 | 11:30 AM |
| Music Circle | May 26, 2025 | 7:00 PM |
| Candidacy Filing Period | June 2-6, 2025 | 8:00 AM-5:00 PM |
| Music Circle | June 23, 2025 | 7:00 PM |

Senior Lunch Bunch
West Haven Days

June 25, 2025
June 23-28, 2025

11:30 AM

5. COUNCIL UPDATES

Shawn Warnke said there will be ribbon cutting ceremony at the Poulter Pond May 15, 2025.

Councilmember Swapp said the Parks and Trails Committee have been working on their master plan.

*****AGENDA ACTION ITEMS *****

6. ACTION ON CONSENT AGENDA

A. SPECIAL CITY COUNCIL MINUTES

MEETING HELD

April 28, 2025

Councilmember Dixon made a motion to approve the consent agenda. Councilmember Saunders seconded the motion.

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|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

7. PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON AMENDING THE CONSOLIDATED FEE SCHEDULE REGARDING ADJUSTING USER FEES FOR THE BARN COMMUNITY CENTER AND ADDITIONAL GARBAGE CANS

Shawn Warnke reviewed the changes in the draft of the consolidated fee schedule.

Councilmember Swapp asked if there is something that says residents do not need to keep their can for six months if they end up moving.

Shawn Warnke confirmed there is language that allows for those circumstances.

Councilmember Call made a motion to enter into public hearing. Councilmember Dixon seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Dixon made a motion to leave public hearing. Councilmember Call seconded the motion.

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|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

8. ACTION ON RESOLUTION 12-2025-AMENDING THE CONSOLIDATED FEE SCHEDULE REGARDING ADJUSTING USER FEES FOR THE BARN COMMUNITY CENTER AND ADDITIONAL GARBAGE CANS

Councilmember Dixon made a motion to adopt resolution 12-2025. Councilmember Call seconded the motion.

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|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

9. PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON ADOPTING THE TENTATIVE BUDGET 2025-2026 BUDGET

Councilmember Saunders made a motion to enter into public hearing. Councilmember Swapp seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Dixon made a motion to leave public hearing. Councilmember Saunders seconded the motion.

| | |
|-----------------|---|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

10. ACTION ON RESOLUTION 22-2025-ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026 FOR THE GENERAL FUND, CAPITAL PROJECTS FUNDS, CEMETERY FUND AND STORM WATER FUND

Shawn Warnke said that he has been working with Amy Davies on the changes that need to be made from the special meeting where the budget was discussed and those include eliminating the generator docking station and reducing the covered parking to \$20,800. He said those items were intended to be a part of the budget but not included in the spreadsheet attached to the resolution and would need to be addressed on the table.

Councilmember Dixon asked if the scoreboards have been fixed and if everything else works on the baseball field or if there is something else we should be spending money on for improvements.

Shawn Warnke said the scoreboards were funded in this year's budget and are in process to be installed. He suggested doing diamond dust in one field and see how well it works for the year.

Councilmember Dixon said that she is in favor of upgrading the baseball field with diamond dust but wants to make sure that all things were addressed first.

Mayor Vanderwood said that he thinks some other things need to be addressed first.

Councilmember Swapp said he is in favor of moving forward with the baseball fields because games often get cancelled because of rainy weather and the diamond dust will prevent that.

Councilmember Saunders asked if there was enough staffing in the parks department.

Shawn Warnke said they are trying to gather more data to see if another position is warranted.

Mayor Vanderwood expressed some concern over getting new bucking shoots. He said that what we have currently is still usable.

Councilmember Dixon asked how old the bucking shoots are.

Councilmember Call said they are 30 years old.

Councilmember Saunders asked if the stock contractor for the rodeo had concerns over the bucking shoot.

Councilmember Call confirmed they do have some concerns.

Councilmember Saunders said he understands the concern but does not think it is unreasonable to move forward with new ones when they are 30 years old.

Councilmember Dixon said she agreed with Councilmember Swapp on the diamond dust for the baseball fields.

Councilmember Saunders made a motion to adopt resolution 22-2025 with the removal of the generator docking station and reduction in covered parking costs. Councilmember Call seconded the motion.

| | |
|-----------------|---|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

11. **ADVICE & CONSENT OF: ONE (1) WEST HAVEN SPECIAL SERVICE DISTRICT BOARD MEMBER APPOINTMENT.**
Submitted by Mayor Vanderwood To fill the remainder of one, 4-year term. The new term will be from May 7, 2025 thru December 31, 2025

Mayor Vanderwood presented Alisha Marigoni

Councilmember Dixon made a motion to give advice and consent to appoint Alisha Marigoni to the West Haven Special Service District Board. **Councilmember Swapp** seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

12. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**

A. ACTION ON ORDINANCE 03-2025-REZONE FROM A-2 TO R-2-APPROX. 2817 S 2700 W (PARCEL #150920054)-CALEB & CHASITEE ISOM

Caleb and Chasitee Isom said they want to separate the back half acre of their property.

Councilmember Saunders made a motion to adopt ordinance 03-2025 finding the application's request to rezone from A-2 to R-2 conforms with the general plan. **Councilmember Dixon** seconded the motion.

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| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

13. **ACTION ON RESOLUTION 26-2025-MEMORANDUM OF UNDERSTANDING BETWEEN WEBER COUNTY SCHOOL DISTRICT AND WEST HAVEN CITY FOR THE PLACEMENT OF A SHIPPING CONTAINER TO STORE EMERGENCY RESPONSE EQUIPMENT**

Daniel Tanner went over the memorandum of understanding.

Councilmember Dixon made a motion to adopt resolution 26-2025. **Councilmember Saunders** seconded the motion.

| | |
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| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

14. **ACTION ON RESOLUTION 15-2025-AMENDED LOCAL TRANSPORTATION FUNDING AGREEMENT BETWEEN THE CITY AND WEBER COUNTY REGARDING THE 1800 SOUTH 1900 W INTERSECTION REALIGNMENT PROJECT**

Councilmember Dixon made a motion to adopt resolution 15-2025. **Councilmember Call** seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

15. **ACTION ON RESOLUTION 16-2025-FORMAL CANCELLATION AGREEMENT REGARDING FUNDING OF THE MIDLAND DRIVE CORRIDOR PRESERVATION PROJECT BETWEEN THE CITY AND WEBER COUNTY**

Councilmember Call made a motion to adopt resolution 16-2025. **Councilmember Swapp** seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

16. **ACTION ON RESOLUTION 17-2025-AMENDING THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 2700 WEST PROJECT BETWEEN THE CITY AND WEBER COUNTY**

Councilmember Call asked if the date was correct on page 2 because it is for 2024.

Shawn Warnke said that it should be correct because the funding is good for two years.

Councilmember Dixon made a motion to adopt resolution 17-2025. Councilmember Saunders seconded the motion.

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| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

17. **ACTION ON RESOLUTION 23-2025-INTERLOCAL AGREEMENT BETWEEN WEST HAVEN CITY AND WEBER COUNTY REGARDING ROAD MAINTENANCE AND STORM DRAIN SERVICES**

Councilmember Saunders made a motion to adopt resolution 23-2025. Councilmember Call seconded the motion.

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| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

18. **ACTION ON RESOLUTION 24-2025-ADOPTING UTAH LEGISLATURE MANDATED SEX-BASED PRIVACY COMPLIANCE PLAN**

Amy Hugie said this is a resolution to meet the Utah Code requirement.

Councilmember Dixon made a motion to adopt resolution 24-2025. Councilmember Saunders seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

19. **ACTION ON RESOLUTION 25-2025-INTEROLCAL AGREEMENT BETWEEN WEST HAVEN CITY AND TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT REGARDING WORK TO BE PERFORMED ON 3300 S**

Edward Mignone went over the interlocal agreement.

Councilmember Call made a motion to adopt resolution 25-2025. Councilmember Saunders seconded the motion.

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| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

20. **DISCUSSION-CONTINUATION OF ANY AGENDA ITEM NOT PREVIOUSLY DISCUSSED OR OTHERWISE COMPLETED ON THE 5:00 WORK SESSION**

There was none at this time.

21. **ADJOURNMENT**

Councilmember Call made a motion to adjourn at 7:54 PM. Councilmember Saunders seconded the motion.

| | |
|----------|--|
| AYES: | Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Swapp |
| NAYS: | |
| RECUSED: | |

Emily Green

City Recorder

Date Approved:

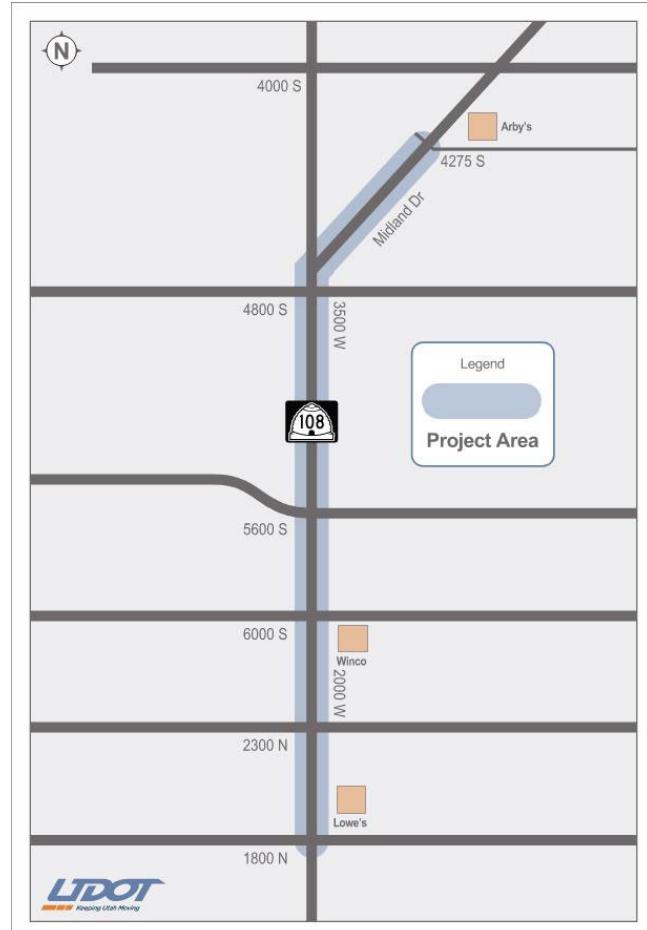
UDOT Projects Update

West Haven City Council
May 21, 2025

SR-108

Project Limits: 1800 North in Clinton
to 4275 South in West Haven

Project Value: \$210M (2028 dollars)



PROJECT OBJECTIVES

-  Meet the current and future traffic demands
-  Accommodate and support all modes of transportation by incorporating a multi-use path
-  Provide a safe and efficient traveling experience for commuters of every kind
-  In partnership with Clinton, Roy, and West Haven, make improvements to local infrastructure



CURRENT ACTIVITIES

- Preliminary design of the pedestrian crossing at 2050 North will be underway this month
- Coordination of landscaping and aesthetics is underway with each city. Elements being discussed are lighting, planter boxes and plantings, and irrigation
- Working closely with the cities when local storm drain water detention is required.
- Discussions with property owners regarding right-of-way acquisition
- Coordination with utility companies and cities regarding utility impacts and relocations, as needed.
- Coordination with 5600 South project to make the appropriate tie-ins

STAKEHOLDER OUTREACH



website: udotinput.utah.gov/sr108
hotline: 855.925.2801 ext 7292
email: sr108@utah.gov



STAFF REPORT

TO: Shawn Warnke
City Manager
FROM: Ed Mignone, City Engineer
DATE: May 15, 2025
RE: Recommendation to Enter into Statewide Utility License
Agreement (SULA) with UDOT for the 24th Street – I-15
Interchange Project



Background

UDOT is undertaking an estimated \$96M improvement project affecting the I-15 24th Street Interchange. The project scope provided by UDOT states:

"The 24th Street Interchange is currently a half-interchange; it has only 2 ramps whereas interchanges usually have 4 ramps. This existing half-interchange will not meet future traffic demand and needs to be reconfigured to add the additional 2 ramps to increase the functionality of the interchange to meet future traffic demand as well as improve mobility in the area in general. The project will also connect SR-108 to the 24th Street interchange, by adding a new 5-lane urban arterial street. This new street will begin at 1900 West and follow the alignment of Midland Drive until about 3100 South (or about 1600 West), at which point it will diverge from the old road and follow a new alignment that approaches the railroad line to the east before it curves northward. This new street will include a roundabout where it intersects with Pennsylvania Ave., and then it will continue north to the freeway interchange. The existing bridge at I-15 will be replaced as it does not allow space for the proposed interchange and associated lane configurations. Additional activities and improvements will accompany the roadway work, including relocation of underground and overhead utilities, installing drainage facilities, property acquisitions, and significant railroad improvements to provide uninterrupted rail service to Ogden Commercial and Industrial Park."



Shawn Warnke

May 15, 2025

RE: Recommendation to Enter into Statewide Utility License
Agreement (SULA) with UDOT for the 24th Street – I-15 Interchange Project

Page 2 of 2

State statute requires that if the City may have infrastructure within a UDOT right-of-way, the City must enter into a “Statewide Utility License Agreement” (SULA). The SULA does what ? ...

Recommendation

Staff has been actively engaged in stakeholder meetings regarding this project and is familiar with the scope of the project and the need to for the City to enter into a SULA with UDOT. Staff recommends that the Council adopt the statewide utility license agreement between the City and the Utah Department of Transportation.

EJM: ejm

Resolution No. 18-2025

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE STATEWIDE UTILITY LICENSE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION REGARDING AN I-15/24th STREET INTERCHANGE PROJECT; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements with state agencies regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, the Utah Department of Transportation ("UDOT") is working on a project involving the I-15/24th Street Interchange ("24th Street Project"); and

WHEREAS, UDOT is looking to add a full freeway interchange (4 ramps) between 21st Street and 31st Street, where a partial (2 ramps) interchange currently exists; and

WHEREAS, the 24th Street Project will also create a new urban arterial street, which is presently being referred to as "New Midland Drive", which will provide a direct connection between SR-108 at 1900 West to the new interchange on I-15; and

WHEREAS, the City possibly has infrastructure located in the area where UDOT is planning this project; and

WHEREAS, according to certain Utah regulations, when a City has infrastructure located within an UDOT right-of-way, then the City must enter into a Statewide Utility License Agreement ("SULA") with UDOT which outlines the procedures and conditions for issuance of encroachment permits or those encroachment permits that have already been issued regarding all of the City's utility installations within the UDOT right-of-way; and

WHEREAS, at this time because of the preparation for the 24th Street Project, UDOT is requesting that the City enter into the SULA, attached as Attachment "A", so that UDOT may timely proceed with the project; and

WHEREAS, UDOT has presented the City with the SULA which outlines what each party's responsibilities and agreements are; and

WHEREAS the City Council now desires to adopt the SULA by accepting the terms thereof; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II. AGREEMENT :

1. That the Statewide Utility License Agreement regarding the 24th Street Project between UDOT and the City, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.
2. That the City Manager is authorized to sign any and all documents necessary to affect this SULA, including signing the SULA itself.
3. That the Mayor is authorized to sign this Resolution adopting the SULA.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the day of 21st May 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this day of May 21st 2025.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____ No _____
Yes _____ No _____

ATTACHMENT “A”

ATTACHED TO RESOLUTION 18-2025

**STATEWIDE UTILITY LICENSE AGREEMENT (“SULA”) REGARDING THE 24th
STREET PROJECT BETWEEN THE CITY AND UTAH DEPARTMENT OF
TRANSPORTATION**

DRAFT

UDOT Contract # _____

UDOT Comptroller # _____

Contract Setup Initials _____

STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** ("UDOT") and **West Haven City** ("Local Government"), a political subdivision of the State of Utah, each as party ("Party") and together as parties ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

- LICENSE:** UDOT grants a non-exclusive license to the Local Government for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the Local Government files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit

applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the Local Government to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.

4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the Local Government of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Local Government is responsible for UDOT's inspection costs.
6. **COSTS:** The Local Government shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Local Government shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Local Government shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Local Government shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Local Government shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Local Government shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Local Government shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Local Government shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.

10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Local Government or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Local Government or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Local Government, emergency work may be performed by a bonded contractor, public agency, or by Local Government. In all cases the Local Government shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.
11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Local Government's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Local Government's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by Local Government and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to the Local Government. The Local Government will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6.
13. **MAINTENANCE:** The Local Government shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Local Government fails to maintain its Facilities, UDOT may notify the Local Government of any required maintenance needs. If the Local Government fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Local Government shall reimburse UDOT for its cost.
14. **LIABILITY:** The Local Government is not required to post a continuous bond as long as the Local Government is a current member of the Utah Local Governments Trust. If the Local Government is not a current member, the Local Government shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the Local Government shall not be limited to the amount of the

insurance policy. The policy shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Local Government's operations in the right-of-way. The Local Government shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the Local Government shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the Local Government's Attorney or Risk Department. The Local Government shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the Local Government's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Manager
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84129

Per Utah Administrative Code R930-7-6(d), the Local Government may be exempt from the bond requirement and certifies that it:

- Is a member of the Utah Local Governments Trust for purposes of commercial general liability insurance; or
- Is self-insured with a minimum of \$1,000,000 per occurrence; or
- Carries liability insurance with a minimum of \$1,000,000 per occurrence.

UDOT may require a bond from the Local Government for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the Local Government to UDOT standards. The liability of the Local Government shall not be limited to the amount of the bond.

The Local Government agrees to hold harmless, defend, and indemnify UDOT, its officers, employees and agents ("Indemnities") from and against all claims, suits and costs, including attorney's fees, for injury or damage of any kind, arising out of the Local Government's negligent acts, errors or omissions in the performance of this agreement, and from and against all claims, suits and costs, including attorney's fees, for injury or damage of any

kind arising out of Indemnities' failure to inspect, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Government's negligent acts, errors or omission in the performance of this agreement. UDOT and the Local Government are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101. Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the Local Government to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the Local Government to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Local Government. Prior to any cancellation, UDOT shall notify the Local Government in writing, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Local Government shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Local Government will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Local Government shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Local Government's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Local Government must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Local Government was granted a deviation, the Local Government must provide the permit describing the deviation.

19. **TERM:** The initial term of this Agreement shall be five (5) years from the Effective Date. This Agreement will automatically renew for additional terms of five years unless a Party terminates the Agreement pursuant to paragraph 20. Approximately six months prior to the renewal date, UDOT will send a notice of renewal to the Local Government. No later than 30 days prior to each five-year renewal date, the Local Government must provide UDOT with confirmation of the utility's bond, insurance, and business entity status.
20. **TERMINATION OF LICENSE AGREEMENT:** This Agreement may be terminated as follows:
 - A. By mutual agreement of the Parties, in writing.
 - B. By either Party, upon 30 days advance written notice to the other Party.
 - C. By UDOT for the Local Government's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per paragraph 21. The Agreement will not terminate if the Local Government commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Local Government's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this Agreement shall survive termination of this Agreement.
21. **GENERAL TERMS:** The following terms apply to this Agreement:
 - A. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

| | |
|--|--|
| <p>To UDOT:</p> <p>Utah Department of Transportation Statewide Utilities Division 4501 South 2700 West, 4th Floor Salt Lake City, UT 84129 Attention: Statewide Utilities Manager</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114</p> | <p>From Local Government:</p> <p>West Haven City 4150 S 3900 W West Haven, UT 84401 Federal ID No. 87-0487546</p> |
|--|--|

B. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

D. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental

powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by West Haven City

By:

Signature

Date

Name: (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By:

Statewide Utilities Manager

Date

UDOT CONTRACT ADMINISTRATION

By:

Contract Administrator

Date

May 21, 2025



A RESOLUTION FINDING THAT CREATING A STATION AREA PLAN WITHIN WEST HAVEN WOULD BE IMPRACTICAL

Request: Approval of a Resolution finding that creating a station area plan for West Haven would be impractical

Governing Document(s): Utah Code 10-9a-403.1

Decision Type: Administrative

Staff Recommendation: See comments under "Staff Review"

Background

Utah law mandates that cities with areas within half mile of a qualifying public transit station create a station area master plan as part of their moderate-income housing plans. Portions of West Haven fall within a half mile of the Front Runner station located in Roy; therefore, the City would typically be required to develop a station area plan. However, state code allows a City to pass a resolution stating that creating such a plan would be "impractical."

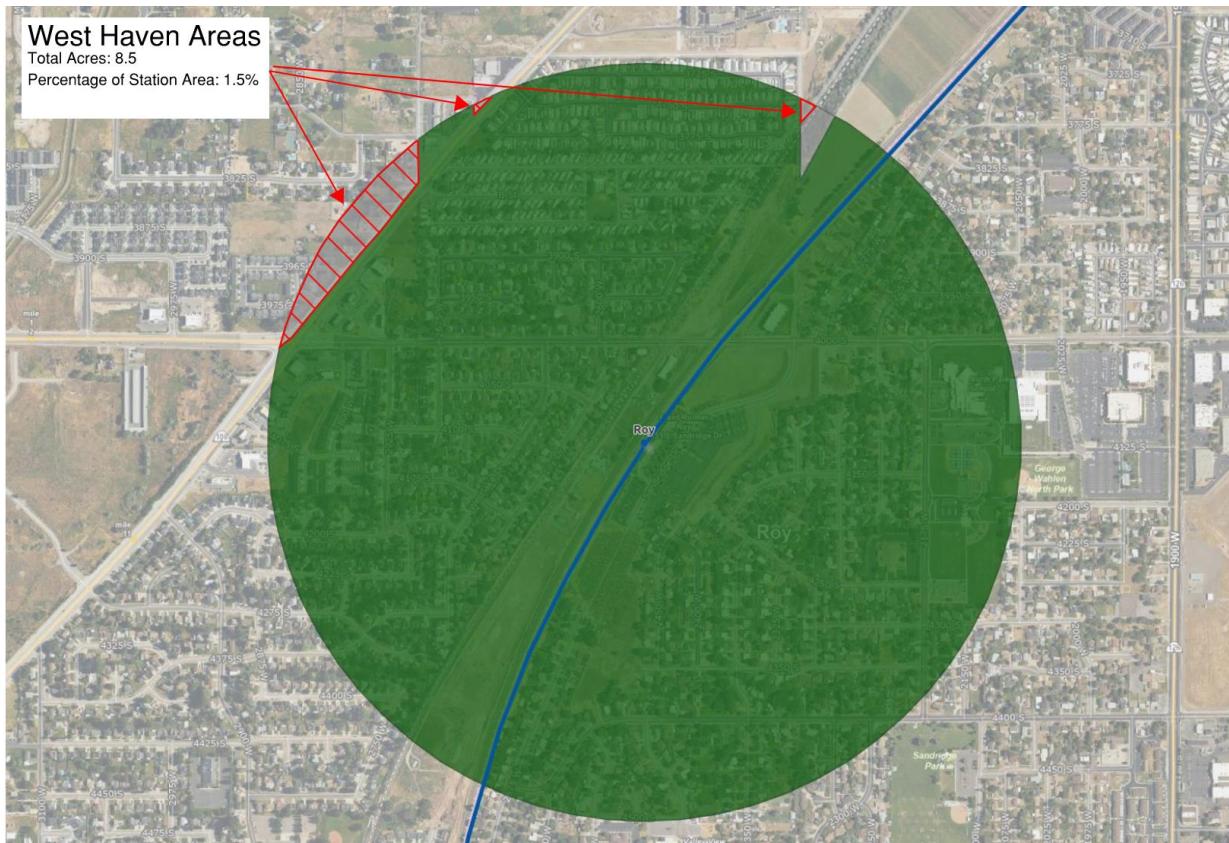
According to Section [**10-9a-403.1 \(2\)\(b\)\(ii\)**](#):

(A) *the municipality has determined that conditions exist that make satisfying a portion or all of the requirements of Subsection (2)(a) for a station area impracticable, including conditions that relate to existing development, entitlements, land ownership, land uses that make opportunities for new development and long-term redevelopment infeasible, environmental limitations, market readiness, development impediment conditions, or other similar conditions; and*

(B) *the municipality adopts a resolution describing the conditions that exist to make satisfying the requirements of Subsection (2)(a) impracticable.*

Staff Review

Staff has examined the areas within West Haven and found that they constitute only 1.5% of the full station area, covering approximately 8.5 acres. This area includes three distinct sites, all of which have been developed or are entitled for development and are generally smaller than what an area plan would be designed for. Due to these circumstances, creating a station area plan for West Haven would be impractical. Therefore, the staff recommends that the City Council adopt the attached resolution.



Once this plan has been approved by the City Council, it will be submitted to the Wasatch Front Regional Council for certification.

Staff Conclusions

Staff concludes that creating a station area plan would be impractical for the following reasons:

1. The area of West Haven that is part of the Roy Station area is limited, making up only 1.5% of the total area, approximately 8.5 acres, spread across three different locations. Please refer to the attached map for details.
2. The areas within West Haven are either fully developed or have received entitlements for new development.
3. The areas within West Haven are too small to effectively plan for moderate-income housing as part of the station area.

Suggested Motions

"I move that the City Council approve Resolution XX-2025, finding that a station area plan for the Roy Front Runner Station is impracticable for the areas located within West Haven City, Utah."

RESOLUTION 28-2025

A RESOLUTION OF THE WEST HAVEN CITY, UTAH, FINDING THAT A STATION AREA PLAN FOR THE ROY FRONTRUNNER STATION IS IMPRACTICABLE FOR THE AREA LOCATED WITHIN WEST HAVEN CITY, UTAH.

SECTION I – RECITALS.

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements with regarding protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, Utah Code §10-9a-403.1, requires that any city within a half mile of an existing or future fixed guideway public transit station review and approve a Station Area Plan; and

WHEREAS, the Station Area Plan ("SAP") requirement of Utah Code §10-9a-403.1 also provides for consideration of the existing conditions near a Station and whether those existing conditions make a Station Area Plan impracticable; and

WHEREAS, the SAP requirement of Utah Code §10-9a-403.1 is considered satisfied if the City Council adopts a resolution describing any existing conditions that make satisfying a portion or all of the SAP objectives impracticable; prior actions the City took that substantially promote the SAP objectives if those actions remain relevant and meaningful for achieving the SAP objectives; or a combination of impracticable conditions and the City's prior actions; and

WHEREAS, City Staff has identified the station area located within West Haven City boundaries for the Roy Front Runner Station Area as only being 1.5% (8.2 acres) of the Roy Front Runner Station Area; and

WHEREAS, City Staff has identified that because this is a very small area of the City that the four major objectives of the Station Area Plans cannot be met and are impracticable due to the existing land uses, as fully described in the attached Attachment "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN, UTAH:

SECTION II – ADOPTION. The City Council hereby approves and adopts this Resolution based on the findings described in Attachment "A", such findings

being that a Station Area Plan in West Haven City is clearly unable to meet the States's prescribed goals and is therefore impracticable. The Resolution and Attachment "A" shall be forwarded to the Wasatch Front Regional Council for its review and certification.

The foregoing Recitals are fully incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS.

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS.

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 21st day of May 2025.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

| | | |
|-----------------------------|-----------|----------|
| Mayor Rob Vanderwood | Yes _____ | No _____ |
| Councilmember Carrie Call | Yes _____ | No _____ |
| Councilmember Kim Dixon | Yes _____ | No _____ |
| Councilmember Nina Morse | Yes _____ | No _____ |
| Councilmember Ryan Saunders | Yes _____ | No _____ |
| Councilmember Ryan Swapp | Yes _____ | No _____ |

DRAFT

ATTACHMENT “A”

Findings:

State law mandates that a municipality adopt a Station Area Plan for any area within a half-mile radius of an existing fixed guideway public transit station. The purpose of this plan is defined as follows:

10-9a-403.1 (7)

(a) A station area plan shall promote the following objectives within the station area:

- (i) increasing the availability and affordability of housing, including moderate income housing;*
- (ii) promoting sustainable environmental conditions;*
- (iii) enhancing access to opportunities; and*
- (iv) increasing transportation choices and connections.*

However, a city may be exempt from creating a station area plan if doing so is deemed impractical based on specific conditions outlined in the state code.

10-9a-403.1 (2)(b)(ii)(A)

...impracticable, including conditions that relate to existing development, entitlements, land ownership, land uses that make opportunities for new growth and long-term redevelopment infeasible, environmental limitations, market readiness, development impediment conditions, or other similar conditions;

After review of these standards, the City finds that creating a station area plan would be impractical for the following reasons:

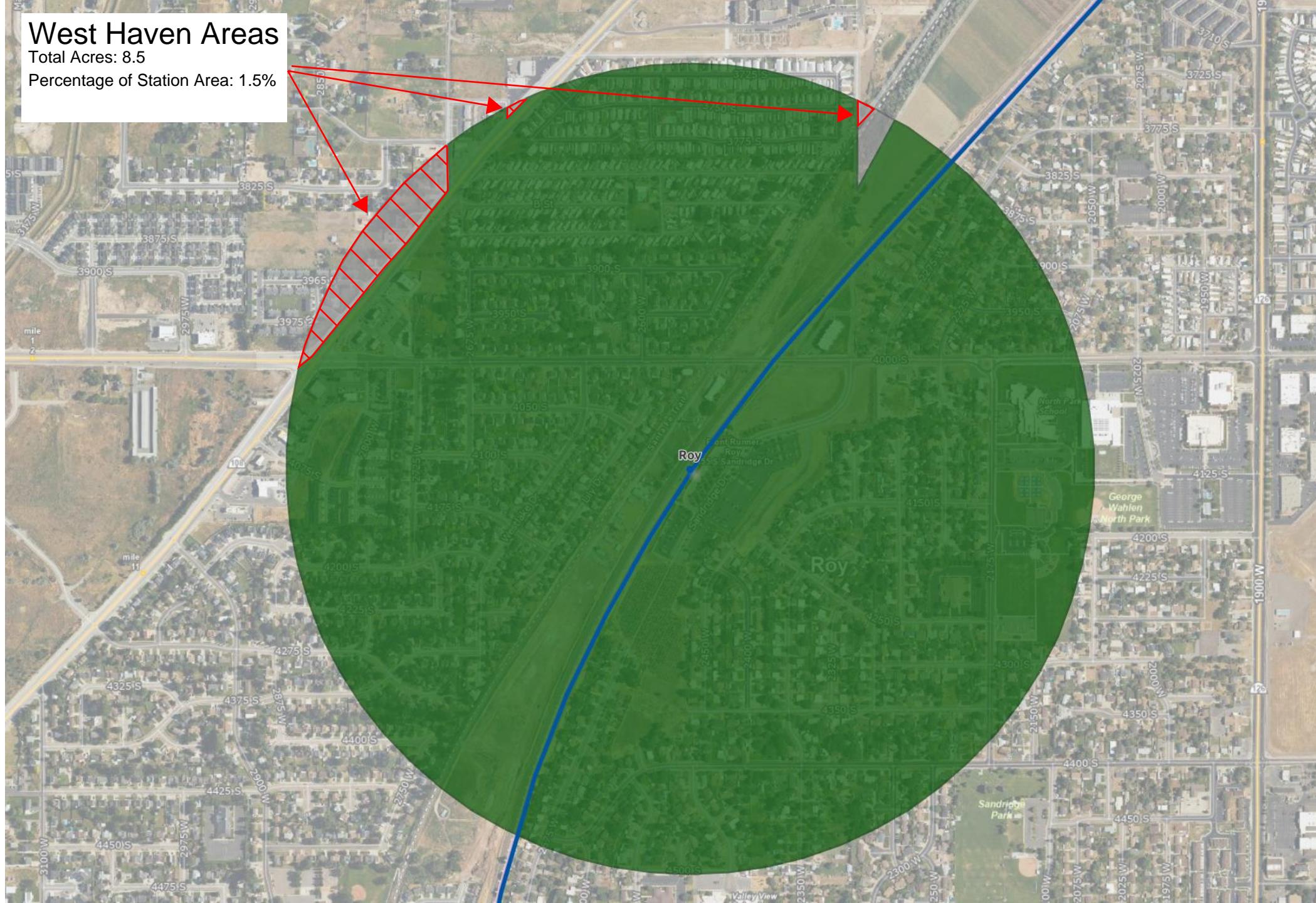
1. The area of West Haven that is part of the Roy Station area is limited, making up only 1.5% of the total area, approximately 8.5 acres, spread across three different locations. Please refer to the attached map for details.
2. The areas within West Haven are either fully developed or have received entitlements for new development.
3. The areas within West Haven are too small to effectively plan for moderate-income housing as part of the station area.

The following maps show each area of West Haven within the radius of Roy Station and current entitlements.

West Haven Areas

Total Acres: 8.5

Percentage of Station Area: 1.5%





Area Information

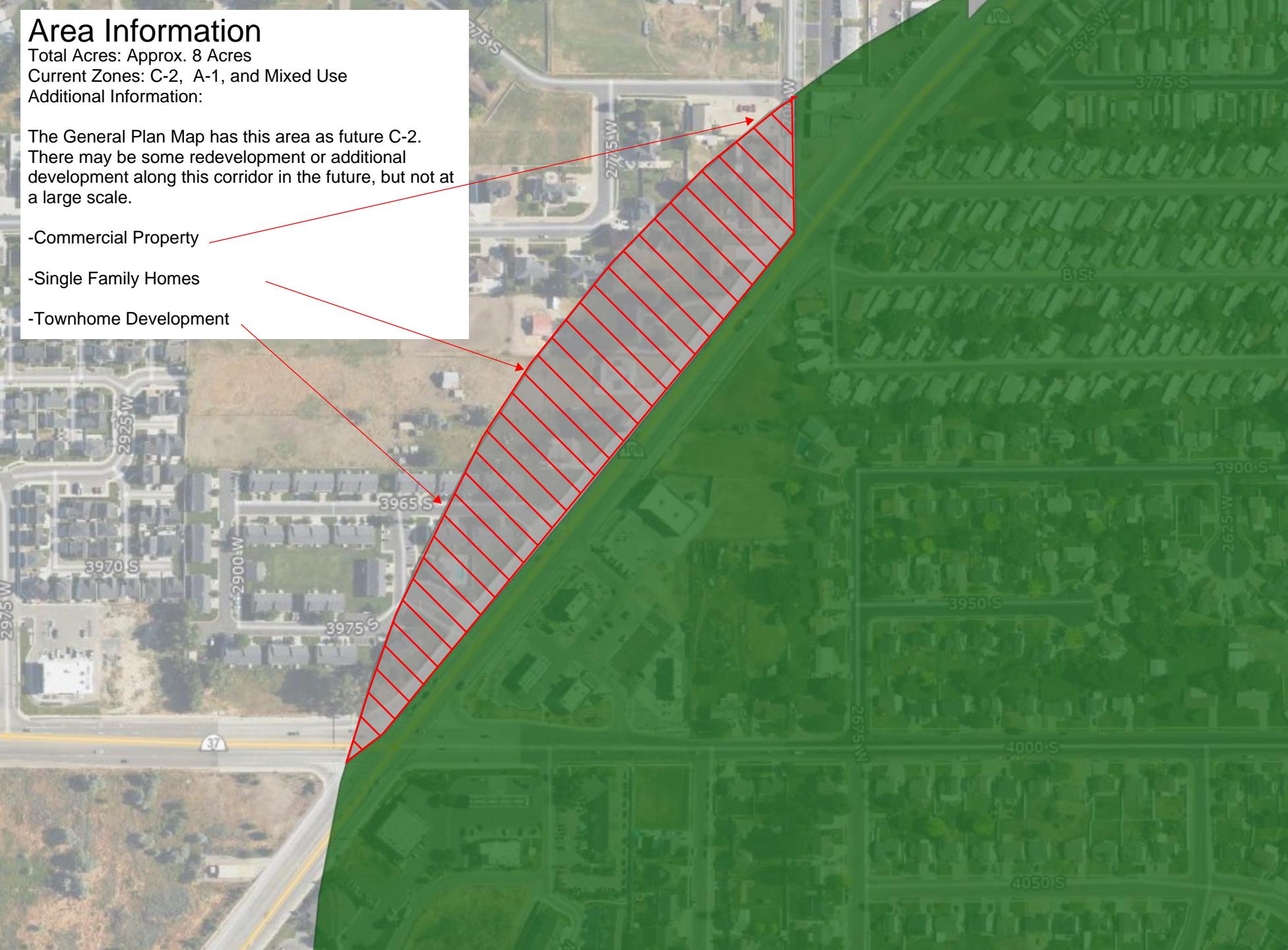
Total Acres: Approx. 8 Acres

Current Zones: C-2, A-1, and Mixed Use

Additional Information:

The General Plan Map has this area as future C-2. There may be some redevelopment or additional development along this corridor in the future, but not at a large scale.

- Commercial Property
- Single Family Homes
- Townhome Development



Area Information

Total Acres: Approx. .1 Acres

Current Zones: C-2,

Additional Information:

As shown, this area contains a small corner of a parking and a section of Midland Dr.



May 21, 2025



CONSIDERATION OF A LETTER OF CONCURRENCE AND MATCH AGREEMENT BETWEEN THE CITY OF WEST HAVEN AND THE WASATCH FRONT REGIONAL COUNCIL

Request: Approval of a Letter of Concurrence and Match Agreement

Governing Document(s): See Attached Letter

Decision Type: Administrative

Staff Recommendation: See comments under "Staff Review"

Background

West Haven City has been awarded \$50,000 through the Wasatch Front Regional Council's (WFRC) Transportation and Land Use Connection program, with a required match of \$6,770 from the City, to update the Land Use Element of the City's General Plan. This is grant funding from WFRC that is awarded each year to help municipalities with long-range planning that impacts transportation. The City applied for a full \$100,000 to update our Land Use Element and Transportation Master Plan, but was awarded half this year and has been asked to apply for the second half next year for the transportation element.

Staff Review

City staff has reviewed the grant documents and requested that WFRC include a provision stating that they would consider a contractor recommended by the City. The City staff wishes to engage Landmark Design, which is currently on retainer for various planning projects and is already working on other components of the General Plan. Under the grant's terms, WFRC will handle the procurement process. However, since the project budget is under \$100,000, they have indicated that the WFRC can directly contract with a pre-approved consultant, such as Landmark Design. As a result, staff has proposed that WFRC consider utilizing Landmark Design, and has submitted suggested changes to the WFRC for their consideration. They have made those changes based on what the grant program will allow them to do.

Staff Conclusions

Staff is collaborating with WFRC to ensure the project aligns with the City's goals and requirements. Therefore, staff recommends the approval of the Letter of Concurrence and the Match Agreement.

Suggested Motions

"I move that the City Council approve the Letter of Concurrence and Match Agreement Between City of West Haven and Wasatch Front Regional Council."

Resolution No. 27-2025

RESOLUTION OF WEST HAVEN CITY AUTHORIZING THE ADOPTION OF THE LETTER OF CONCURRENCE AND MATCH AGREEMENT FROM THE WASATCH FRONT REGIONAL COUNCIL FOR A TRANSPORTATION AND LAND USE CONNECTION GRANT; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution, including applying for grants and accepting grants that have been awarded; and

WHEREAS, the Wasatch Front Regional Council has made grant money available for Transportation and Land Use planning purposes for municipalities; and

WHEREAS, the City applied for grant money through this program to help with the cost of completing a comprehensive land use analysis which will result in an updated general plan map and also land use guidance to guide the City's recent and rapid growth for the future needs in the City and for the betterment of the City; and

WHEREAS the City was notified that it has been awarded grant money through this program; and

WHEREAS, the Wasatch Front Regional Council requires that the City sign a Letter of Concurrence and Match Agreement ("Agreement") as a condition of the Wasatch Front Regional Council awarding the money; and

WHEREAS, the City acknowledges that by signing the Agreement the City commits to providing a financial cash match which is a percentage of the grant money award; and

WHEREAS, the City Council has reviewed the Agreement and wishes to adopt the Agreement and accept the grant money from the Wasatch Front Regional Council to the benefit of its residents; and

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II.

1. That the City Council has reviewed the following Letter of Concurrence and Match Agreement for Transportation and Land Use Connection, a copy of which is attached as Attachment A to this Resolution and hereby authorizes the City Mayor to sign the Agreement itself and to sign any other documents necessary to be able to accept and be awarded the grant money outlined in the Agreement.
2. That the Mayor is authorized to sign this Resolution.
3. This resolution shall be effective immediately as allowed by law.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 21st day of May 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 21st day of May 2025.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____ No _____
Yes _____ No _____

DRAFT

ATTACHMENT “A”

Attached to Resolution 27-2025

Letter of Concurrence and Match Agreement for Transportation and Land Use Connection between
Wasatch Front Regional Council and West Haven City

DRAFT



Dawn Ramsey, Chair
Mayor, South Jordan

Bob Stevenson, Vice Chair
Commissioner, Davis County

Dirk Burton
Mayor, West Jordan

Robert Dandoy
Mayor, Roy

Gage Froerer
Commissioner, Weber County

Jim Harvey
Commissioner, Weber County

Erin Mendenhall
Mayor, Salt Lake City

Ben Nadolski
Mayor, Ogden

Mike Newton
Commissioner, Morgan County

Kristie Overson
Mayor, Taylorsville

Lee Perry
Commissioner, Box Elder County

Joy Petro
Mayor, Layton

Mark Shepherd
Mayor, Clearfield

Jeff Silvestrini
Mayor, Millcreek

Brandon Stanger
Mayor, Clinton

Scott Wardle
Councilmember, Tooele County

Jenny Wilson
Mayor, Salt Lake County

Aimee Winder Newton
Councilmember, Salt Lake County

Monica Zoltanski
Mayor, Sandy

Senator Wayne Harper
Utah State Senate

Representative Ariel Defay
Utah House of Representatives

Carlton Christensen
Utah Transit Authority

Carlos Braceras
Utah Department of Transportation

Troy Walker
Utah League of Cities and Towns

Lorene Kamalu
Utah Association of Counties

Ari Bruening
Envision Utah

Laura Hanson
State Planning Coordinator

Andrew Gruber
WFRC Executive Director



March 14, 2025

Dear Stephen Nelson:

The Transportation and Land Use Connection program partners would like to thank you for your application. We are pleased to inform you that your project will receive funding in the 2025 award year.

The West Haven **Land Use Analysis** will receive an award of **\$50,000** contingent upon a local match of **\$6,770** for a total project budget of **\$56,770**. The next step in the process is to sign a Letter of Concurrence, which will be sent to you by your WFRC project managers, Matt Ryan (matt@wfrc.org). An invoice for the local match will then be sent. Please let me know if you have any questions.

Your project manager will guide you through scoping and procurement of this effort, and support you throughout the project's duration. We are pleased to be able to partner with your community, and we look forward to seeing this project through to success.

Congratulations,

Megan Padjen
Community and Economic Development Director
Wasatch Front Regional Council
[\(801\) 404-8925](tel:(801)404-8925)

TLC PARTNERS:





TRANSPORTATION AND LAND USE CONNECTION

LETTER OF CONCURRENCE AND MATCH AGREEMENT

This Letter of Concurrence represents a formal agreement between the Wasatch Front Regional Council and the City of West Haven for the information below, consistent with the application submitted by the City of West Haven to WFRC for assistance through the Transportation and Land Use Connection.

PROJECT INFORMATION

| | |
|------------------|---|
| Project Title: | <u>Land Use Analysis</u> |
| Project Manager: | <u>Stephen Nelson</u> |
| City Address: | <u>4150 S 3900 W West Haven, UT 84401</u> |
| Manager Email: | <u>stephenn@westhavencity.com</u> |
| Manager Phone: | <u>(435) 720-3543</u> |

LOCAL GOVERNMENT MATCH AGREEMENT

| | |
|--------------|----------------|
| Cash Amount: | <u>\$6,770</u> |
|--------------|----------------|

Note: There is a minimum expectation that local government representatives are responsive to WFRC staff, participate and help to coordinate all project meetings, fulfill local government obligations in consultant advertisement and selection, accomplish necessary public noticing, and guide the project to a product that is to be awarded community's satisfaction within scope limits, and ultimately support the adoption process if eligible.

TRANSPORTATION AND LAND USE CONNECTION RESOURCES

| | |
|--------------------------|-----------------|
| Financial Contributions: | <u>\$50,000</u> |
| Consultant Budget Total: | <u>\$57,770</u> |

GENERAL TIMELINE

| | |
|-------------|-------------------|
| Start Date: | <u>July 2025</u> |
| End Date: | <u>April 2026</u> |

DELIVERABLES

A comprehensive land use analysis, resulting in an updated general plan map and land use guidance to guide West Haven's recent and rapid growth.

As part of this agreement, it is understood that the governing body of the City of West Haven will in earnest consider the final work products for adoption. The Wasatch Front Regional Council (WFRC) will work with the City of West Haven to select and contract with a consultant from the consultant pool, per the WFRC procurement policy.

RESOLUTION 29-2025

A RESOLUTION OF WEST HAVEN CITY, UTAH, APPROVING AND ADOPTING A TEMPORARY COMMEMORATIVE LOGO; AND PROVIDING FOR AN EFFECTIVE DATE.

Section I. Recitals

WHEREAS, the City of West Haven (hereinafter "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, on April 19, 1775, the 13 original colonies entered into the American Revolutionary War against Great Britain in order to free itself from tyranny and to establish a democratic form of governing themselves instead of by a foreign power; and

WHEREAS, in celebration of the 250 years from April 19, 1775, and to commemorate the American Revolutionary War, the City wishes to approve and adopt a temporary red, white, and blue logo for West Haven City; and

WHEREAS, the City Council intends that this temporary logo will be used from the date of the approval of this Resolution until December 31, 2025; and

WHEREAS, at this time, the City Council wishes to approve and adopt this temporary logo to represent the City and which will be used on all letterhead and correspondence; and

WHEREAS, the City Council 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 CITY COUNCIL OF THE CITY OF WEST HAVEN, UTAH THAT:

Section II.

1. That the City approves and adopts the temporary commemorative West Haven City logo, that is attached as Exhibit A, to represent the City, from the date of this Resolution until December 31, 2025. On January 1, 2026, the City will go back to using the current logo.
2. The foregoing Recitals are fully incorporated herein.

Section III. Repealer of Conflicting Enactments

All orders and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the

provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that 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 and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section 5 - Savings Clause

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

Section 6. Date of Effect

This Resolution shall be effective on the 21st day of May 2025, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY,
STATE OF UTAH, on this 21st day of May 2025.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

| | | |
|-----------------------------|-----------|----------|
| Mayor Rob Vanderwood | Yes _____ | No _____ |
| Councilmember Carrie Call | Yes _____ | No _____ |
| Councilmember Kim Dixon | Yes _____ | No _____ |
| Councilmember Nina Morse | Yes _____ | No _____ |
| Councilmember Ryan Saunders | Yes _____ | No _____ |
| Councilmember Ryan Swapp | Yes _____ | No _____ |

EXHIBIT A

**Attached to Resolution 29-2025
Temporary Commemorative Logo for West Haven City**

DRAFT



STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: May 21, 2025
SUBJECT: Awarding a contract for Auditing Services



At the beginning of the calendar year, West Haven City and the West Haven Special Service District solicited statements of qualifications and quotes for auditing services from certified public accountants.

As explained below, the City and the District must select the same certified public accountants to provide auditing services. The Interlocal Agreement between the City and District (adopted by Resolution 47-2024) states as follows:

Due to the associated interrelated financial reporting and accounting activities, the City and the District agree to use the same certified public accounting firm to provide auditing and accounting services. The certified public accounting firm shall invoice the City and District separately.

The City and the District received the statement of qualifications from three separate firms. A selection committee comprising City and District staff was assembled to review and rank the submitted statements of qualifications based on the criteria included in the public notice soliciting statements of qualifications.

While cost is an important factor in the procurement decision, the City and District's determination of the certified public accounting firm's demonstrated ability to provide reliable and quality services is a fundamental element in this purchasing decision. More specifically, this is a qualification-based procurement, and the lowest quote is not the sole determinative factor. Based on the rating and rankings of the selection committee, it is recommended that the City and District enter into a contract with Ulrich & Associates, PC, whose qualifications rated highest.

| <u>Accounting Firm</u> | <u>City FY 2025</u> | <u>District FY 2025</u> |
|------------------------|---------------------|-------------------------|
| Gilbert & Stewart | \$10,000 | \$8,000 |
| Ulrich & Associates | \$10,600 | \$6,620 |
| WSRP | \$18,000- \$20,000 | \$12,000- \$14,000 |

This new contract would be for the fiscal year ending June 30, 2025, representing the initial engagement. At the election of the City and the District, the term may be extended beyond the initial engagement for four years. A second extension of three years (for a total of eight years) is possible if the City, District, and the certified public accounting firm mutually agree on the terms of the extension.

Two separate financial statement audits, for the City and the District, are to be prepared in accordance with Generally Accepted Government Auditing Standards.

State Code Requirement

The Uniform Fiscal Procedures Act for Utah Cities, codified in Utah Code 10-6-150 Annual financial reports -- Independent audit reports states that the City needs to have an independent

auditor, determine if the City's year end financial statements are prepared in conformity with generally accepted accounting principles, as prescribed in the Uniform Accounting Manual for Utah Cities.

(1) Within 180 days after the close of each fiscal period or, for a city that has adopted a fiscal period that is a biennial period, within 180 days after both the mid-point and the close of the fiscal period, the city recorder or other delegated person shall present to the governing body an annual financial report prepared in conformity with generally accepted accounting principles, as prescribed in the Uniform Accounting Manual for Utah Cities.

(2)

(a) The requirement under Subsection (1) to present an annual financial report may be satisfied by presentation of the audit report furnished by the independent auditor, if the financial statements included are appropriately prepared and reviewed with the governing body.

(b) Notwithstanding the acceptability of the audit report furnished by the independent auditor in substitution for financial statements prepared by an officer of the city, the governing body has the responsibility for those financial statements.

(c) The independent auditor has the responsibility of reporting whether the governing body's financial statements are prepared in conformity with generally accepted accounting principles.

(3) Copies of the annual financial report or the audit report furnished by the independent auditor shall be filed with the state auditor and shall be filed as a public document in the office of the city recorder.

Amended by Chapter 323, 2009 General Session

Resolution No. 30-2025

RESOLUTION OF WEST HAVEN CITY AUTHORIZING THE ADOPTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ULRICH & ASSOCIATES, PC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; FOR THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements regarding protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, the City issued a Request for Qualifications ("RFQ") to find a qualified individual or firm to provide auditing services for the City; and

WHEREAS, the City conducted interviews with the firms who submitted responses to the RFQ and found Ulrich & Associates, PC, to be the most qualified applicant who would best meet the needs of the City; and

WHEREAS, the City Council wishes to enter into a Professional Services Agreement ("Agreement") with Ulrich & Associates, PC, to provide auditing services for the City; and,

WHEREAS, the City Council feels that the best way to accomplish this goal is to enter into this Agreement; and

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

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II. AGREEMENT:

1. That Ulrich & Associates, PC, is chosen to provide auditing services by the City Council.

2. That the Agreement between Ulrich & Associates, PC, and the City for auditing services, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.
3. That the City Manager is authorized to sign any and all documents necessary to affect the Agreement, including signing the Agreement itself.
4. That the Mayor is authorized to sign this Resolution adopting the Agreement.

The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 21st day of May 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 21st day of May 2025.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____ No _____
Yes _____ No _____

ATTACHMENT “A”

ATTACHMENT “A” TO RESOLUTION NO. 30-2025

**PROFESSIONAL SERVICES AGREEMENT- AUDITING SERVICES WITH ULRICH
& ASSOCIATES, PC**

DRAFT

AUDIT ENGAGEMENT LETTER

April 2, 2025

To the Financial Director
West Haven City
West Haven, Utah

We are pleased to confirm our understanding of annual audit services we are to provide for West Haven City for the years ending June 30, 2025 through 2029.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of West Haven City as of and for the years ended June 30, 2025 through 2029. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement West Haven City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to West Haven City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget Comparison Schedules – General Fund
- 3) Schedule of Proportionate Share of the Net Pension's Liability
- 4) Schedule of Contributions
- 5) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies West Haven City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Members of Utah Association of CPAs | American Institute of CPAs

Michael E. Ulrich, CPA
Heather Christopherson, CPA

Ryan C. Ulrich, JD | Ryan Allred, CPA

4991 South Harrison | Ogden, Utah 84403
Tel] 801.627.2100 | Fax] 801.475.6548
website] www.ulrichcpa.com

- 1) Budget to Actual Income Statement – All Other Funds
- 2) Prior Year Comparative – General Fund

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition
- 3) Payables/expenditures
- 4) Fixed asset identification and disclosure
- 5) Lease asset, liability and disclosure
- 6) Pension liability and disclosure
- 7) Restricted cash
- 8) Debt service

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of West Haven City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the

preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have

changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to West Haven City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ulrich & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Utah or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ulrich & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Utah. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Heather Christopherson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October of each year.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed the amounts listed below by year. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our not to exceed fee does not include additional services for single audit. Those will be determined each year prior to engagement depending on the funding received.

Our fee assumes that there are no significant changes in management, accounting procedures, controls, or other functions that would require additional evaluation by Ulrich & Associates, PC.

Further we will provide an engagement letter each year that will include the applicable language as required by auditing standards. Our fees will remain as quoted below, unless additional services are required.

| | | |
|------------------------------|------|----------|
| For the year ending June 30: | 2025 | \$10,600 |
| | 2026 | \$10,900 |
| | 2027 | \$11,250 |
| | 2028 | \$11,600 |
| | 2029 | \$12,000 |

Terms of request for proposal are included in Exhibit A.

Ulrich & Associates, P.C. submission for the request for proposal is included in Exhibit B.

Other terms as defined by this engagement include:

Audit Term

The certified public accounting firm shall perform the City audits for the fiscal year ending June 30, 2025 (initial engagement), 2026, 2027, 2028, and 2029. A second extension for three years (a total of eight years) is possible if the City and the certified public accounting firm mutually agree on the terms of the extension.

Termination

This Letter of Engagement may be terminated, with cause by either party, upon written notice given by the other party. The party in violation will be given 10 (ten) days after written notification to correct and cease the violations, after which this Letter of Engagement may be terminated for cause immediately and subject to the remedies below. This Letter of Engagement may also be terminated without cause (for convenience) and for any reason by the City by providing a written termination notice to the Contractor within 60 (sixty) days after the completion of any given year's state audit and following the state audit deadline. The City and the Contractor may terminate this Letter of Engagement, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Letter of Engagement, all accounts and payments will be processed according to the financial arrangements set forth herein the Letter of Engagement. In no event shall the City be liable to the Contractor for compensation for any service neither requested nor accepted by the City. In no event shall the City's exercise of its right to terminate this Letter of Engagement for convenience relieve the Contractor of any liability to the City for any damages or claims arising under this Letter of Engagement.

Non-appropriation of Fund, Reduction of Funds, or Changes in Law

Upon thirty (30) days written notice delivered to the Contractor, this Letter of Engagement may be terminated in whole or in part at the sole discretion of the City, if the City reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to

perform under the terms of this Letter of Engagement; or (ii) that a change in available funds affects the City's ability to pay under this Letter of Engagement. A change of available funds as used in this paragraph includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, the City will reimburse Contractor for any services properly performed until the effective date of said notice. The City will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements. Our reports will be addressed to Honorable Mayor and Members of the City Council of West Haven City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that West Haven City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to West Haven City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Heather Christopherson, CPA

Ulrich & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of
West Haven City.

Management signature:

Title:

Date: _____

Governance signature:

Title: _____

Date: _____

EXHIBIT A

**WEST HAVEN CITY
&
WEST HAVEN SPECIAL SERVICE DISTRICT**

**REQUESTS FOR STATEMENT OF QUALIFICATIONS AND QUOTES
FOR
AUDITING SERVICES**

SUMMARY SHEET

Projects:

Auditing services for West Haven City and the West Haven Special Service District for the fiscal year ending June 30, 2025 (initial engagement). At the election of the City and the District, the term may be extended beyond the initial engagement for four years. A second extension for three years (a total of eight years) is possible if the City, District, and the certified public accounting firm mutually agree on the terms of the extension.

Location:

West Haven City, Utah

Requested Services:

Two separate financial statement audits in accordance with Generally Accepted Government Auditing Standards for the two entities, West Haven City and West Haven Special Service District. It is possible that West Haven City may need a single audit in fiscal year 2025.

Contact Person:

Emily Green, City Recorder
West Haven City
4150 S 3900 W
West Haven, UT 84401
E-mail: emilyg@westhavencity.com
(801) 731-4519

Requirements:

Audits shall be submitted to the Utah State Auditor's Office within six months after the end of the fiscal year, which is June 30.

**WEST HAVEN CITY
&
WEST HAVEN SPECIAL SERVICE DISTRICT**

**REQUESTS FOR STATEMENT OF QUALIFICATIONS AND QUOTES
FOR
AUDITING SERVICES**

I. Background Information

West Haven City (the City) and West Haven Special Service District (the District) are required by law to undergo an annual audit of their financial statements in accordance with generally accepted auditing standards by a certified public accountant. Audits shall be submitted to the Utah State Auditor's Office within six months after the end of the fiscal year, which is June 30. The City and District use Caselle software for most of its accounting applications.

Child Richards CPAs & Advisors serves as treasurer and financial accountant for the City and the District. Child Richards shall provide work papers and a referenced trial balance and prepare the MD & A, financial statements, and footnotes for the audit.

The City currently has the following funds and account groups:

- General Fund
- Cemetery Fund
- Capital Projects Fund
- Storm Drain Enterprise Fund

The District currently has the following funds and account groups:

- Enterprise Fund

II. Objective and Scope of Work

The City and the District are each requesting a financial audit for the fiscal year ending June 30, 2025. The audits shall be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), the *AICPA Audits of State and Local Governmental Units Audit and Accounting Guide* and the *Government Auditing Standards* published by the U.S. General Accounting Office.

The audits for the City and District shall be completed, and the report shall be issued before December 31, 2025, with a presentation before the City Council and District Board, respectively, soon thereafter. The auditor shall deliver five copies of the report to the City and the District and also provide it in an electronic format.

The City may be required to undergo a single audit. Federal compliance test work shall be conducted in accordance with the Uniform Guidance.

III. Reporting Requirements

For financial audits, the auditor shall examine the financial statements and records and shall issue an auditor's opinion on the financial statements with an "in-relation-to" opinion on combining and supplementary information, if any. Such financial statements shall be prepared in conformity with generally accepted accounting principles.

The auditor shall issue reports on each of the entity's internal control structures and legal compliance in accordance with Government Auditing Standards.

The auditor shall prepare and include an opinion on each of the entity's compliance with fiscal laws identified by the Utah State Auditor and other financial issues related to the expenditure of funds received from federal, state, and local governments.

The auditor shall include written responses from each entity for each recommendation included in the state compliance letter and the management letter as required by the State of Utah Legal Compliance Audit Guide.

The auditor shall examine the City's and the District's financial systems and records relating to various federal grants and agreements, as well as issue reports on internal and administrative controls and compliance with federal laws and regulations per Uniform Guidance.

IV. Audit Term

The certified public accounting firm shall perform the City and District audits for the fiscal year ending June 30, 2025 (initial engagement). At the election of the City and the District, the term may be extended beyond the initial engagement for four years. A second extension for three years (a total of eight years) is possible if the City, District, and the certified public accounting firm mutually agree on the terms of the extension.

V. **Statement of Qualification Requirement**

Interested certified public accounting firms should include the following information, organized accordingly, in their statement of qualifications associated with performing the City and the District audits for the fiscal year ending June 30, 2025.

- A description of the firm and its length of time in business, experience, and qualifications in providing relevant work; and
- Narrative of the key individual qualifications that will provide services, including partners, managers, seniors, and staff accountants, as well as the hours each individual is anticipated to work on the audit; and
- Three municipal or special district references; and
- A statement affirming the firm's commitment to meeting the reporting deadline requirements listed in this document.

B. **Quote**

As the scope of the services requested involves audits of two separate legal entities and the possibility of a single audit, please provide separate fee totals by year for the yellow book audits for each entity (the City and the District) for the fiscal years ending June 30, 2025, June 30, 2026, June 30, 2027, June 30, 2028, and June 30, 2029:

Also, please provide a separate fee total for a single audit by entity for the fiscal years ending June 30, 2025, June 30, 2026, June 30, 2027, June 30, 2028, and June 30, 2029.

With each quote, please include the estimated number of hours by staffing level to be provided by partners, managers, seniors, and staff accountants.

The total fees for each entity shall be "not-to-exceed" fees, including any travel or production costs. After the contract is awarded, the City shall not pay more than the previously agreed-upon "not-to-exceed" amounts.

VI. **Contractual Arrangements**

Some contract provisions that the City and District anticipate will be included in the contract are in Exhibit "A" State of Utah standard terms and conditions for goods and services. The final terms will be established during contract negotiations.

Additionally, the contract shall include the following:

- The audit programs, work papers, and reports must be retained for three (3) years after the completion of the audit and made available for inspection by the City and the District, the City and the District's Audit Committee, or other government auditors; and
- Unless an alternative arrangement is made with the City and the District, the payment for the audit shall be made upon completion of the audit report and the presentation made to the City Council and District Board, respectively, and
- The total fees for each City and District shall be “not-to-exceed” fees included in the firm’s Quote, including any travel or production costs.

VII. Evaluation of Proposals

Any purchasing decision will be awarded to the certified public accounting firm that the City determines can best perform the services based on factors such as the submitted statement of qualifications, oral interviews (if any), cost for service, general requirements contained in this request, and other factors determined by the City and District.

While cost is an important factor in the procurement decision, the City and District’s determination of the certified public accounting firm’s demonstrated ability to provide reliable and quality services is a fundamental element in this purchasing decision. The lowest quote is not the sole determinative factor.

In addition to what is stated elsewhere in this request for qualifications, the City and District shall review and select the firm based on the following evaluation factors or outcomes:

- The firm and its length of time in business, experience, and qualifications in providing similar services;
- The qualifications of the key individuals that will provide services, including partners, managers, seniors, and staff accountants, as well as the hours each individual is anticipated to work on the audit;
- The firm’s commitment to meeting the reporting deadline requirements listed in this document;
- Proposed cost of provided services;
- Outcome of the oral interviews (if used in the selection process);
- Other factors deemed necessary or advantageous by the City;
- Outcome of the three municipal or special district references (which may be used to affirm the City and District's first and second-ranked firm before contract negotiations);
- Successful contract negotiations to complete the current scope of work contained herein and to enter into a contract that is mutually acceptable to both the City, District, and the firm.

The City shall open the submitted firm's statement of qualifications to avoid disclosing its contents to competing firms during the evaluation and negotiation process. In reviewing the firm's qualifications, the City and District representatives may have phone calls or oral interviews with some of the preliminary selected firms to aid in the review and selection. The City and District will score the firms based on the criteria above and start the contract negotiations with the highest-rated firm. If contract negotiations are not successful with the highest-rated firm, the City and District will move on to the next highest-rated firm until contract negotiations are successful. The ultimate selection of the firm will include successful contract negotiations to complete the current scope of work contained herein and to enter into a contract that is mutually acceptable to both the City, District, and the firm.

The City and the District reserves the right, without qualification, to:

- Select any firm's qualifications and engage in written or oral communication with a few or all of the firms when such an action is considered in the City and District's best interest.
- Select the firm determined to be most advantageous to the City and the District, considering evaluation factors and cost.
- While not anticipated but plausible, the City and the District may select different certified public accounting firms to perform their respective audits.
- Reject any statement of qualifications and quote submitted by the firm in whole or part when it is in the best interests of the City and the District.
- Reject all statements of qualifications and quotes submitted and request additional information from all firms.
- Waive minor defects as the City and District deem appropriate and when in the best interests of the City and the District.
- Each statement of qualifications and quotes submitted shall be valid for one hundred and eighty (180) days.
- The City and District shall not be liable for any losses incurred by the firm submitting a firm's statement of qualifications.

VIII. Submission Deadline

The statement of qualifications and quotes will be accepted until **5:00 pm on the 18th day of February, 2025**, at West Haven City Hall (4150 South 3900 West, West Haven, UT 84401). Statement of qualifications and quotes may be submitted in person, by mail, or by email to emilyg@westhavencity.com but shall be received by the date and time noted above.

IX. Questions and Answers Period

Questions may be submitted in writing starting February 3, 2025, at 8:00 AM and ending February 13, 2025, at 5:00 PM. Emily Green can be contacted by e-mail at

emilyg@westhavencity.com for questions or additional information. Audit reports and management letters from previous years are available on the State Auditor's website.

Exhibit "A"

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **Contractor** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Custom Deliverable** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **Procurement Item** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - g) **Response** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - h) **Solicitation** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - i) **State Entity** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) **Subcontractors** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - l) **Work Product** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years

after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall

- cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

- 20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
- 21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
- 22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release

the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, 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 scope of services.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the

person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

EXHIBIT B

Ulrich & Associates, PC

Certified Public Accountants

4991 South Harrison

Ogden, Utah 84403

(801) 627-2100

ulrichcpa.com

West Haven City

Proposal to Perform Audit Services

For the Fiscal Year Ending
June 30, 2025



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Ulrich & Associates, PC

Certified Public Accountants

February 7, 2025

West Haven City
4150 S 3900 W
West Haven, UT 84401

As a firm, we appreciate the opportunity to submit for your consideration our proposal to perform audit and other services for West Haven City (the "City") as described in your request for proposal for the fiscal year ending June 30, 2025. Ulrich & Associates is a distinguished audit firm with the technical resources, relevant experience, and personal interactions to add value to the audit process and the wellbeing of your organization. We have specialized in performing audit services for government and non-profit entities for more than 30 years.

We are confident that our firm will be the right fit for you and you will realize the additional benefits of our high-value services, including:

- (1) A thorough and complete audit plan that will involve a risk-based approach covering relevant aspects of your organization's financial reporting and internal control systems;
- (2) Execution of the audit plan by experienced and well-trained government financial auditors who know governmental fund accounting and are familiar with and know how to solve technical problems and issues;
- (3) Expert training for your accounting staff as the audit progresses, which means your personnel will learn best practice approaches and procedures for handling the financial transactions they face. Your staff will be effective, efficient, and confident in their jobs;
- (4) Ongoing access to a team of experts to answer questions and provide support as the need arises; and
- (5) Detailed recommendations to improve procedures and internal control systems that will reduce the risk of loss and the potential for public embarrassment.

We want to continue to work with you. Please contact me personally at heather@ulrichcpa.com or (801) 627-2100 if you would like to discuss any aspect of this proposal.

Sincerely,



Heather Christopherson, CPA
Officer & Shareholder

Firm Profile

Ulrich & Associates, PC is a local CPA firm with its office at 4991 South Harrison in Ogden, Utah. The firm emerged from an original sole-proprietorship which was started by Charles E. Ulrich, CPA (retired), who, in 1986, branched out after having worked some 8 years with national and local CPA firms. As a result of opportunities to combine efforts with other CPAs, the firm grew into various entities, becoming Ulrich & Associates, PC, Certified Public Accountants in 1994. In 1999, Michael Ulrich, CPA, became an Owner & Shareholder in the firm. Heather Christopherson, CPA, became the third Owner & Shareholder in 2013. Today, the firm has three CPAs, five accountants, four para-professionals, and two administrative assistants.

As evidenced by the client list attached, our firm specializes in government and non-profit accounting and auditing. We have enjoyed long and healthy relationships with many of these clients which we believe evidences our commitment to quality and professional service. As a firm, we have chosen to be selective in terms of the audit proposals we respond to. West Haven City represents an ideal fit in terms of the types of audit clients we seek to obtain. The City's size, proximity, and level of sophistication match our firm's ability to provide the necessary expertise in a timely and professional manner. We are anxious to continue to work with West Haven City.

Our audit procedures are designed to consider the processing aspects of computerized accounting systems as well as the control environment used by respective clients to make changes, modify programs, or correct data. As such, we feel we are qualified to perform our services in any computerized accounting system.

We affirm that we are licensed for practice as Certified Public Accountants in the State of Utah.

We affirm that we are independent with respect to West Haven City based on the requirements of the AICPA and the GAO's Government Auditing Standards, published by the U.S. General Accounting Office.

We affirm that we meet the continuing education requirements and external quality control review requirements contained in the GAO's *Government Auditing Standards* and Uniform Guidance.

Audit Team

Professional Education

Our audit team training focuses entirely on government and non-profit subjects. As such, each year we attend training on a variety of topics relevant to developments in the governmental sector. We also subscribe to various publications to keep us apprised of new pronouncements and standards that may be applicable to our clients. These items are reviewed on a regular basis as part of our ongoing effort to aid our existing and future clients. Staff training includes (but is not limited to) the following:

- Annual Utah State Auditor's Office Conference
- Annual UACPA State & Local Government Conference
- General Auditing Procedures – Level I – AICPA
- Single Audits in Governments & Nonprofits – AICPA
- Perfecting Analytical Procedures – PPC
- Frauds in Governments & Nonprofits – PPC
- Government & Nonprofit Update – PPC
- Auditing Standards Annual Update – PPC

As a firm we understand the importance of providing one-on-one service. A close working relationship with each client has enabled us to meet more directly those needs unique to each situation. It is our commitment to personalized attention that has been the key to our success both individually and collectively. As you will note in this proposal, West Haven City would receive the benefit of this personalized attention and would have an owner directly involved in all phases of the audit.

The following individuals may be assigned to the audit:

| | |
|-----------------------------|---------------|
| Michael Ulrich, CPA | Audit Partner |
| Heather Christopherson, CPA | Audit Partner |
| Ryan Allred, CPA | Staff Auditor |
| Abby Bybee, BS Accounting | Staff Auditor |
| Kate Elliott, BS Accounting | Staff Auditor |

Audit Team Profiles

The following is a brief summary of the experience for each of the audit team members that may be assigned to the West Haven City audit. These auditors have had various levels of responsibility with each of the audits performed by Ulrich & Associates, PC as listed on Page 10 of this proposal. Each member of the audit staff has completed specific training courses that meet or exceed continuing education requirements under Yellow Book standards.

Michael E. Ulrich, CPA

Partner

Michael ("Mike") graduated with a Bachelor's and Master's of Accountancy Degree from Weber State University in 1991. He began his career with Tanner & Company, in Salt Lake City. His experience included numerous audits of public companies and government entities. He also worked a year for a private company as an assistant controller. In 1994 he joined Ulrich & Associates where he focused more specifically on the needs of governmental and non-profit audits. He has since been heavily involved in the conduct of hundreds of government audits including cities, counties, special service districts and school districts. He is attentive to detail and provides effective analysis of critical audit issues.

Heather A. Christopherson, CPA

Partner

Heather graduated with a Master's of Accountancy Degree from Weber State University in 2002 after having completed an undergraduate degree from the University of Montana in 2000. She began her accounting career with Galusha, Higgins, & Galusha in Montana and later moved to Utah and worked for Haynie & Company in Salt Lake. Her experience with these firms included audits of governmental entities. She joined Ulrich & Associates in 2003 which has allowed her to further develop her expertise in the governmental arena. Her skills and expertise include proficiency in Single Audits, detailed knowledge of state legal compliance requirements, effective organization, communication and engagement management, and excellent problem-solving abilities.

Ryan Allred, CPA
Staff Auditor

Ryan graduated with a Master's Degree in Accounting in 2017 and a Bachelor's Degree in Accounting in 2012, both from Weber State University. He began his accounting career with WSRP, LLC in Salt Lake City working with taxes and accounting for small businesses. He joined Ulrich & Associates in 2021. He has a strong technical and working knowledge of governmental accounting principles and audit standards and is effective in implementing the changes involved.

Abby Bybee, BS Accounting
Staff Auditor

Abby joined the Ulrich & Associates team in 2021 as a staff accountant and auditor. Abby has a breadth of experience in the accounting profession including tax preparation and auditing, reviews, and compilations. She graduated from Weber State University in 2021 with a Bachelor's Degree in Accounting. Abby has audit experience with both governmental and non-profit entities including, counties, cities, special service districts, and public charities.

Kate Elliott, BS Accounting
Staff Auditor

Kate started her career in public accounting with Ulrich & Associates in 2021. Prior to that, she had three years of experience in small business management. Kate earned a Bachelor's Degree in Accounting in 2021 and is pursuing her Master's of Accountancy Degree at Western Governor's University. Kate's comprehensive view of accounting systems for a diversity of entities enhances the audit services delivered by the professionals of Ulrich & Associates.

Based on the qualifications of our staff, we believe we have the experience and expertise necessary to complete the audit and other services without the need for outside auditors or specialists.

Scope of Services

We will audit the financial statements of West Haven City for the fiscal year ending June 30, 2025, and will issue all associated audit reports. The audit will be performed in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA); the AICPA Audits of State and Local Governmental Units Audit and Accounting Guide; and the Government Auditing Standards, published by the U.S. General Accounting Office.

West Haven City Management will be responsible for preparing the basic financial statements. Management will also be responsible for all accompanying schedules and producing detailed information supporting the financial statements and disclosures.

We will examine the financial statements and records of West Haven City and will issue an auditors' opinion on the City's financial statements with an in-relation-to opinion on combining and supplementary information.

We will prepare and include a statement expressing positive assurance of compliance with State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from Federal, State, or local governments.

We will prepare a comprehensive management letter including our findings and recommendations relative to the internal accounting and administrative controls, compliance with laws and regulations as applicable, and adherence to generally accepted accounting principles. This letter, in draft form, will be provided to management prior to the exit conference and presentation of the financial statements. Additionally, as issues or concerns arise, we will discuss these issues with the responsible party and Management. This discussion and subsequent corrective action plan will be acknowledged by all parties and documented as such.

We will require that Management sign a management representation letter prior to the release of the audit report. This letter will detail the representations made by Management. We will provide Management with a draft of this letter at least one week prior to the release of the report. Any items that are unclear to Management will be discussed and written more clearly prior to the signing of the document.

Engagement Approach, Proposed Timing & Fees

| | Description | Hourly Rates | Estimated Hours | Estimated Cost |
|---|--|---|-----------------|---------------------------|
| By Appointment through October 15 | Engagement planning, preliminary work paper set up, discussions with management regarding schedules to be prepared by City Staff, review & testing of internal controls, and fraud interviews. | Partner \$300 Manager \$200 Staff \$140 | 2 0 10 | \$600 \$0 \$1,400 |
| | | | 12 | \$2,000 |
| When Available (Preferably by October 31) | Receipt of Trial Balance from City Staff and preliminary analytical review. | Partner \$300 Staff \$140 | 2 5 | \$600 \$700 |
| | | | 6 | \$1,300 |
| November 1– December 15 | Field Work, including test of accounts and balances, and compliance testing. | Partner \$300 Manager \$200 Staff \$140 | 8 0 15 | \$2,400 \$0 \$2,100 |
| | | | 23 | \$4,500 |
| December 1– December 15 | Review draft reports from management, review journal entries, discuss management letter comments. | Partner \$300 Manager \$200 | 7 0 | \$2,100 \$0 |
| | | | 7 | \$2,100 |
| Prior to December 31 | Issue audit reports & financial statements and present to council. | Partner \$300 Manager \$200 | 2 0 | \$600 \$0 |
| | | | 2 | \$600 |
| Out-of-Pocket (travel, postage, printing, etc.) | | | | \$100 |
| TOTALS | | | 51 | \$10,600 |

Engagement Approach, Proposed Timing & Fees (Continued)

It is anticipated that fees for subsequent years would increase by approximately 3% as follows:

| | |
|-------------|-----------------|
| 2026 | \$10,900 |
| 2027 | \$11,250 |
| 2028 | \$11,600 |
| 2029 | \$12,000 |

Our fee covers auditing the financial statements, including supplemental information and all footnote disclosures required by *Government Auditing Standards*. These fees do not include single audit services.

The above fees and expenses are based on the assumption that City personnel will be available to assist us in preparing confirmations and trial balances, pulling invoices and other supporting documents, and preparing supporting schedules for each fund. Other circumstances encountered during the audit (such as significant breakdown in internal controls or loss of key financial personnel) would be subject to fee adjustments made as a result of discussions with the City's management regarding the effect of such circumstances on the audit.

Additional Work

Additional work may be required to provide the assurances contemplated in performing an audit. Additional work will be discussed with Management as the audit progresses, but will be billed at an agreed upon rate or amount prior to incurring the additional costs.

Non-Discrimination Clause

We specifically affirm that the firm does not discriminate against any individual because of race, religion, sex, color, age, handicap, or national origin, and that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

Governmental Client List

| Attest Type | Entity Type | Entity | Financial Software | Since Year Ending | Contact | Other |
|-------------|--------------|------------------------------|--------------------|---|--|-------|
| Audit | Municipality | Oakley City | Pelorus | 1994 | | |
| Audit | Municipality | West Point City | Caselle | 2011 | Ryan Harvey, Finance Director 801-614-5359 | |
| AUP | Municipality | Town of Woodruff | QuickBooks | 1993 | | |
| AUP | Municipality | Randolph Town | QuickBooks | 2003 | | |
| AUP | Municipality | Rush Valley Town | QuickBooks | 2004 | | |
| Consulting | Municipality | Uintah City | Caselle | 2014 | | |
| Consulting | Municipality | Garland City | Pelorus | 2023 | | |
| Consulting | ** County | Tooele County | Caselle | 2013 – 2017 audit 2017 – Present Consulting | Alison McCoy, Auditor 435-843- 3310 | |
| Audit | District | North Davis Fire District | QuickBooks | 2018 | | |
| Consulting | ** District | South Summit Fire District | QuickBooks | 1989 – 2019 Attest 2020 – Present Consulting | | |
| Audit | District | Upper Colorado River | QuickBooks | 1995 | | |
| Consulting | ** District | Mountain Green Fire District | QuickBooks | 2007 – 2023 Attest 2024 – present consulting | | |

All reports are available through the Office of the Utah State Auditor Website (<http://www.auditor.utah.gov>).

** We are providing consulting services for these clients, not audit services as of the date of this proposal.

AUP Agreed Upon Procedures or Self-Evaluation with Compilation

Attachment A – Peer Review Report



Members of the American Institute of CPA's
and the Idaho Society of CPA's
Jeffrey D. Poulsen, CPA
Darren B. VanLeuven, CPA
Jacob H. Catmull, CPA

Report on the Firm's System of Quality Control

July 5, 2022

To the Owners of Ulrich & Associates, PC
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC (the firm) in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ulrich & Associates, PC has received a peer review rating of *pass*.

Poulsen VanLeuven & Catmull

Poulsen VanLeuven & Catmull PA

1408 Pomerelle Ave, Suite C • Burley, Idaho 83318 • (208) 678-1300 • Fax (208) 678-1301 • www.pvccpas.com