

A REPORT  
TO THE DAVIS COUNTY COMMISSION



A Performance Audit of the Contracted Agreement between  
Davis County and Wahsatch Shooters Association

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## **Introduction:**

The Davis County Board of Commissioners, acting as the County Executive Body, noticed and held an open meeting on April 1, 2024 to discuss Davis County's contract with Wahsatch Shooters Association (WSA) and related issues concerning the shooting range. (see [Appendix A, B](#)). Pursuant to its authority under Section 17-19a-206 of the Utah Code, the Board hereby requests the Davis County Auditor to perform an audit of the Association and its performance relative to the obligations set forth in the agreement entered into by the parties (See [Appendix C](#)).

This contract defines how both the general public (through membership of WSA) and the Davis County Sheriff's Office (DCSO) will share the use of the gun range located in Davis County. A significant item this audit will evaluate is, how both parties utilize the range and if current usage complies with the terms of the current contract, see [Appendix D, and Appendix E](#).

The contract also defines how the financial records kept by WSA will be maintained and how revenues will be utilized. This issue is critically important because 80% of gross fees collected from the general public by WSA are to be reserved for improvements to the range.

In the course of the audit, it became clear that the entities involved have at times very difference goals and objectives for the shooting range. Davis County has an interest in providing a quality facility for all law enforcement agencies to train in the use of fire-arms. Davis County Sheriff's Office primarily focuses on having well-trained deputies in the use of firearms to provide the best service to its citizens. WSA, per their bylaws are focus on promoting a community of gun and shooting enthusiasts, see [Appendix F](#). While these goals may not directly conflict, the means to accomplish each goal may at times bring the groups into conflict.

## **Scope:**

Specifically, the Board directs that the scope of the audit includes a detailed audit and review of the following:

- 1. Use of the range per section 5(a) of the agreement;**
- 2. Application and enforcement of sections 7(c) of the agreement; revenue 80%**
- 3. Range improvements at the range in accordance with section 9 of the agreement;**
- 4. The security system in accordance with section 10 of the agreement;**
- 5. Insurance in accordance with section 12 of the agreement;**
6. Bylaws, Financial Controls, Policy & Processes of the Association
7. Revenue from the general public – 5 years
8. Revenue from membership fees – 5 years
9. Any other revenues received by the Association
10. Range improvements including \$ amount for last 5 years
11. All Association expenses – 5 years
12. Balance in reserve year/year
13. Events and rental fees. Are other groups or entities using the range? Has the Association contracted with other groups or entities?
14. Organization Chart, turnover of key individuals – 5 years

## **Audit Item 1: Use of the Range Per Section 5(a) of the Agreement**

Section 5 of the agreement reads as follows:

- a. Subject to Sub-paragraphs 5b and 5c of this paragraph, the Sheriff shall have the first priority for exclusive use of the range for law enforcement purposes during the Law Enforcement hours.
- b. During Law Enforcement hours, Association range officers may use those parts of the range not being used by the Sheriff or other law enforcement agencies; provided that the Association range officer first notifies the law enforcement range officer in charge in advance, and that the use of the range by the Association does not interfere with the law enforcement use.
- c. If during Law Enforcement hours, the range is not being used by any law enforcement agencies, the Association range officer may use any part of the range; provided that if any law enforcement agency comes to the range and requires use of the range, the Association range officer shall render the portion of the range needed for training by the law enforcement agency to the law enforcement agency. The Association range officer may use the range pursuant to the provisions of 5b at that time. Additional rules regarding the use of the Range by the Association during law enforcement days are listed in Schedule “B”, attached hereto and made part hereof.

### **Findings:**

Audit findings for this section were based upon

[Appendix D: DCSO Questions and Response](#)

[Appendix E: Auditor Asked Questions of WSA, Questions 1-8](#)

Schedule A of the contract allows for crossover use of the range by LE agencies and WSA during LE hours. Schedule B of the contract outlines the procedures for crossover use between LE and WSA. The problem is that the procedures are so nuanced, it is difficult for the average LE officer or WSARO to know or abide by the procedures. (See [Appendix A](#))

While DCSO may request exclusive use of the range, the audit found no instance in which this occurred.

As long as WSA notifies law enforcement in advance, both parties have access to utilize the range during Law Enforcements hours. In advance is a nebulous term and can be interpreted to mean weeks, days or even moments prior to an action being taken. Because no exclusive use has been requested, it becomes the responsibility of WSARO’s to seek approval for use prior to utilizing the facility during LE hours. This is not occurring. WSA when questioned about advanced notice did not provide any context for whether this was occurring; rather they stated, “See Schedule A of contract.”

Schedule A allows for WSA to bring the public into the facility during LE hours as long as it is after 5:00 pm on Tuesday and Wednesday. It also allows LE to use it at the same time. Because of this overlap, the question then becomes who has priority use. This creates potential for conflict if LE show up after 5:00 pm and WSARO/public are utilizing the range. In addition, it allows for the potential to have the public at the range during LE hours. Liability issues with this will be covered in a later section.

During the conversation with WSA, it was mentioned that a conflict with LE using the range during public hours has become a problem. The contract does not provide guidance on LE use during public hours on Tuesday and Wednesday as allowed by Schedule A. A liability conflict and priority of range use does exist during the hours that LE and public time overlaps during the weekdays.

While reviewing the WSA website, it became apparent that “virtually unlimited private shooting” is a key tool for WSA to attract and retain range officers. This expectation, can lead to a misunderstanding of who, how, and when it is appropriate to utilize the facility.

**Recommendations:**

If DCSO or other LE agencies expect exclusive use during LE hours, they should schedule that time. If DCSO expects all LE hours to be exclusive to LE, the contract should be revised to reflect that.

Based upon the terms of the contract in section 5 (a)(b)(c), crossover usage by both parties is permitted during law enforcements hours. To eliminate conflict and liability issues, any future contractual arrangements to manage the range should not allow any crossover use.

WSARO’s should not be permitted to utilize the facility outside of public hours.

## **Audit Item 2: Application and enforcement of sections 7(c) of the agreement;**

Section 7(c) i. of the agreement reads as follows:

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - i. Individual members of the Association and immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.

### **Finding:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13](#)

[Appendix G: WSA Response to Auditor June 3](#)

Section 7 c. i of the contract delineates that there are to be different user classifications; members and the general public. Members of the general public were to be charged a usage fee. This did not occur.

### **Recommendation:**

If the County chooses to contract with an entity to manage the range, the entity must adhere to the terms of the contract.

**Section 7 (c) ii of the agreement reads as follows:**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - ii. Employees of the Sheriff: as well as other employees of Davis County who are authorized or required to carry firearms in the course of their employment, and their immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.

**Finding:**

Audit findings for this section were based upon:

[Appendix A: Contract WSA](#)

[Appendix E: Auditor Asked Questions of WSA, Questions 14, 15](#)

LE use during public time creates a liability conflict. Section 7 c. ii of the contract clearly states that LE are not members of the public and are not to be charged for usage. In order to have insurance coverage by WSA during public hours, individuals (including LE) must become members of WSA and pay the membership fee. Because LE do not pay a fee, it is implied that they are covered under the LE agency's insurance. In addition, LE are allowed to bring family members who may or may not be covered by LE agency's insurance and because they are not charged are not covered by WSA insurance. This sets up a potentially complex liability scenario.

**Recommendation:**

LE officers should not be permitted to train during public hours. If LE officers wish to utilize the range during general public hours, they should do so as a member of the Association or general public and be subject to the fees, rules and regulations of WSA. Liability for all individuals shooting during public hours should reside with WSA.

**Section 7 (c) iii, of the agreement reads as follows**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - iii. The amount of the usage fee for members of the general public shall be proposed by the Association, which shall notify the County of such fees on an annual basis. The Association shall provide for a discounted fee for users who are Sixty (60) years of age or older.

**Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 16, 17](#)

[Appendix G: WSA Response to Auditor June 3](#)

[Appendix I: Commission Response to Auditor](#)

The audit could not find any instance in which WSA notified the County of the amount charged for usage fees for members of the general public as described in section 7c.iii.

WSA provides a discounted price for senior annual memberships to utilize the range but not senior daily memberships. As noted above, general public usage fees were intended by the contract but not implemented by WSA.

While WSA has failed to notify and approve the fees associated with the range, it is clear that the County has also failed to clearly communicate who is responsible for the oversight of WSA and the range operations.

**Recommendations:**

If the County chooses to contract with an entity to manage the range, the entity must adhere to the terms of the contract.

As the contractor, the County has a responsibility to oversee the management of the contract. If the County chooses to contract with an entity to manage the range, a clear point of contact/administrator of the contract should be given to WSA. This will ensure that clear and timely communication can occur. It will also provide accountability to each of the parties.

**Section 7.iv of the agreement reads as follows:**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - iv. Eighty percent (80%) of the gross fees collected by the Association from the general public shall be dedicated and used for the improvements as described in Paragraph 9 below.

**Findings:**

Audit findings for this section were based upon

[Appendix E: Auditor Asked Questions of WSA, Questions 18-21](#)

[Appendix G: WSA Response to Auditor June 3](#)

[Appendix H: Financials WSA](#)

[Appendix J: Corp Certificate of Registration](#)

[Appendix K: Expired Corp Certificate](#)

The terms of the contract clearly anticipate that there will be usage fees for the general public and for members of WSA. 7(c) i. clearly outline the expectation that the “general public” and members differ. Section 7(c) iv. Require that 80% of general public revenues be dedicated to improvements at the range. Throughout the audit, WSA was adamant that they do not charge daily user fees for the general public, but that individuals must become a member by purchasing a daily or an annual membership. This practice, is in direct conflict with the terms of the contract. WSA in their own words stated, “ (WSA) do **NOT** sell anything or have daily passes, as on our WEB site ([WSARANGE.COM](http://WSARANGE.COM)) we have membership dues.” As a result, WSA is in violation of the contract.

[Appendix H](#) shows the financial records provided to the Auditors by WSA. They illustrate that WSA did not track revenues in a manner that would allow WSA to comply with the contract. In addition, when questioned about their finances, WSA responded, “We are a club NOT a business. We are a corporation – domestic – Non-profit. We sell nothing and have no employees.” They continued, “There is no way to accurately determine the number of daily or annual memberships. Why? Because they are paid via cash, check, and online CC. All cash and checks received are deposited weekly as a lump sum. Credit card payments are received on line.”

During the interview with WSA, it became apparent that the financial tracking of revenues and expenses by WSA is limited. No formal accounting software is in place. This makes it impossible to evaluate whether or not a County asset (the range) is being managed in a fiscally responsible manner. The tracking of expense and revenue categories is critical for the implementation of the contract. Because this was not implemented, the 80% of public revenues was not collected and therefore cannot be accounted for.



A review of bank account balances shows that revenues for improvements have never been held in reserve. Based upon the interview with WSA, it is also probable, that WSA did not understand nor track the difference between ongoing maintenance and improvements and so no estimate of bank balance for improvements can be determined. By not tracking the improvement fund, WSA is in violation of the contract.

The methods used by WSA to account for all revenue as membership revenue, is in violation of the terms of the contract.

**Recommendations:**

If the County chooses to contract with an entity to manage the range, a financial system must be set up that tracks revenues and expenses in a manner consistent with the contract.

Because WSA is not accounting for and classifying revenue in accordance with the terms of the contract with Davis County, the contract should be terminated. If in the future, the County chooses to contact with an entity to manage the range, that entity should abide by the terms of the contract.

The County should provide adequate oversight of the contracted party, to insure they are performing according to the terms of the contract.

**Section 7 (c) v of the agreement reads as follows:**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - v. The County shall have the right, during reasonable business hours, to examine the ledgers and books of the Association to verify the amount of fees charged and collected by the Association from the general public.

**Finding:**

The audit could not verify any instance in which the County exercised the oversight provisions allowed with this section of the contract.

**Recommendation:**

The County should provide adequate oversight of the contracted party, to ensure they are performing according to the terms of the contact.

## **Additional Finding Relevant to the Financial Operation of WSA**

### **Findings:**

It should be noted that WSA did provide a certificate of registration from the Utah Department of Commerce validating that they were a Corporation – Domestic – Non-Profit as of May 14, 2024 ([Appendix J](#)), after the audit commenced. An additional search of UDC certificates shows that WSA had not been registered as a corporation since August 26, 2013 ([Appendix K](#)). In addition, WSA did not pay taxes to the IRS for the last 5 years. This illustrates significant dereliction in the management of the shooting range.

Because no actual usage numbers are recorded, there is no way to validate the revenues that have been reported. When asked about usage, WSA stated, “There is no way to accurately determine the number of daily or annual memberships.” This is a significant weakness in the financial control structure of the operation. An inability to validate revenues provides the opportunity for fraud, waste and abuse.

### **Recommendations:**

If the County chooses to contract with an entity to manage the range, the entity managing the shooting range must maintain a current corporate certificate.

Usage of the range, must be accurately recorded and measured against revenues received in order to better prevent the opportunity for fraud, waste and abuse.

### **Audit Item 3: Range Improvements at the range in accordance with section 9 of the agreement;**

**Section 9 of the agreement reads as follows:**

#### **Improvements**

- a. The Association shall maintain the improvements on the range in good condition, normal wear and tear excepted.
- b. The Association may, with the prior approval of the County, construct, install, repair, remodel, or replace improvements upon the premises. Such improvements shall become part of the property and may not be removed by the Association upon the termination of this Agreement. The County shall not be obligated in any way to compensate the Association for the costs of the construction, installation, repair, maintenance, or remodeling of such improvements. Notwithstanding the foregoing, in the event the Association shall construct, install, repair or remodel improvements on the premises for a cost of \$10,000 or less, the Association shall only be obligated to notify the County of such improvements, rather than obtain approval.
- c. The Association may use the existing improvements or improvements constructed or installed by the County during the term of this Agreement, subject to the rules of the range, and shall maintain such improvements in good and sanitary condition, subject to normal wear and tear, and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

#### **Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 18-21, 25](#)

[Appendix I: Commission Response to Auditor](#)

The intent of the contract was that improvements would be made to the range, not just routine maintenance. Because revenues were not tracked appropriately, the County has missed a significant opportunity to provide upgraded and improved facilities for law enforcement and the general public.

The revenue structure utilized by WSA is not adequate to operate the range and address long term capital project improvements. As a result, no capital improvements have been completed over the last 5 years.

Davis County has not clearly defined who the point of contact for WSA with the County is. This has contributed to poor communication and measurement of contractual expectations.

**Recommendation:**

The County must clearly define a department or person within the County to act as an administrator over the contract with the entity in which the County contracts to manage the range. This person should provide the outside entity with guidance as needed and ensure they are fulfilling their obligations as defined in the contract. This will include the timely collection of data on an annual basis; such as insurance certificates, financials, capital improvement plans, funds restricted for improvements, and any other terms agreed to as defined in the contract.

## **Audit Item 4: The Security System in Accordance with Section 10 of the Agreement;**

**Section 10 of the agreement reads as follows:**

### **SECURITY SYSTEMS**

- a. The parties acknowledge that a security system has been implemented by the Association at the premises. The Association shall provide the County with administrative access for the viewing of the cameras connected to the system.
- b. The Association acknowledges that during Law Enforcement hours, those using the range may be involved in training that would place participants in a vulnerable position if other individuals were able to view the training. As a result, the Association agrees to allow the County to turn off the security cameras during such training periods. The County agrees that after the training is completed, it will re-enable the security cameras.

### **Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 22, 23](#)

[Appendix I: Commission Response to Auditor](#)

The audit found that WSA has complied with implementing a security system.

The County has done a poor job of overseeing and administering the shooting range. There is a gap in communication between WSA and the County due to the County not having a single point of contact for WSA.

DCSO is unclear as to how to access and utilize the security system in regards to turning it on/off. Per the response by WSA, an administrator is required to turn it off. DCSO is not an administrator of the security system and therefore can only re-direct cameras.

### **Recommendations:**

Davis County needs to clearly define a point of contact between the contracted organization and the County. Regarding security cameras, this contact should be an individual in DCSO.

The process for when the cameras are to be turned off and who can turn them off should provide a way for DCSO to administer this without assistance.

## **Audit Item 5: Insurance in Accordance with Section 12 of the Agreement;**

**Section 12 of the agreement reads as follows:**

### **INSURANCE**

The Association shall obtain and maintain general liability insurance in an amount of at least Two Million Dollars (\$2,000,000.00) combined single limits and Two Million Dollars (\$2,000,000.00) aggregate per occurrence. The insurance policies shall be issued by a reputable insurer and be evidenced by a certificate of insurance, a copy of which the Association shall deliver to the County upon request.

#### **Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Question 24](#)  
[Appendix I: Commission Response to Auditor](#)  
[Appendix J: Corporate Certificate Registration](#)  
[Appendix L: Legal Opinion of Davis County Attorney's Office;](#)

WSA provided the Auditor with the Common Policy Declarations and related forms and endorsements for the commercial general liability insurance carried by WSA as well as the Common Policy Declarations and related forms and endorsements for the excess liability insurance carried by WSA. The Auditor provided these documents to the Davis County Attorney's office for review.

Based upon the review of these documents by the Davis County Attorney's Office, there are several significant concerns. It is strongly encouraged that the reader of this report read the entirety of Appendix L to fully understand the 37 issues raised during the review. For example, the insurance company issuing the policy to WSA does not hold a certificate of authority to do business in the State of Utah.

Based on the information provided to the Auditor, there are significant questions about whether the insurance policy would have provided any coverage in the event of an accident at the range.

As WSA was not registered as a non-profit from 2013 through May 2024, even though they had purchased insurance policies during this period of time, it is questionable if the policy would have covered an incident since they were not a registered legal entity.

During the contract period, the County did a poor job of overseeing the administration of the shooting range and the liability associated with it.

#### **Recommendations:**

If the County chooses to continue to contract with an outside organization, it must require the organization to remedy all of the concerns relating to insurance listed in Appendix L in order to provide adequate liability coverage.

Any organization that the County contracts with in the future must stay current with its registration as a legal entity.

Any contract in the future, must do a better job of defining the expectations of the County and follow-up by the County regarding insurance requirements and the annual filings of incorporation in order to protect the interests of the County.



## **Audit Item 6: Bylaws, Financial Controls, Policy & Processes of the Association**

WSA has no formal financial policies or procedures.

[Appendix E: Auditor Asked Questions of WSA, Question 25](#)

## **Audit Item 7: Revenue from the general public – 5 years**

WSA does not track and record gross revenues collected from the general public, all revenue is classified and recorded as membership revenue, see Audit Item 2,

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13, 18](#)

## **Audit Item 8: Revenue from Membership Fees – 5 years**

All revenue is classified and recorded as membership revenue, see Audit Item 2.

WSA provided revenue and expense on a spreadsheet, see:

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13, 18](#)

[Appendix H: Financials WSA](#)

## **Audit Item 9: Any other revenues received by the Association**

All revenue is classified and recorded as membership revenue, see Audit Item 2,

[Appendix E: Auditor Asked Questions of WSA, Question 18](#)

[Appendix H: Financials WSA](#)

## **Audit Item 10: Range improvements including \$ amount for last 5 years**

No range improvements have been made over the last 5 years, as stated by WSA in Audit Item 3,

[Appendix E: Auditor Asked Questions of WSA, Questions 20, 21](#)

## **Audit Item 11: All Association expenses – 5 years**

WSA provide the Auditor's Office with lump sum expenses for 5 years. No detailed accounting of expenses exists, see [Appendix H: Financials WSA](#).

## **Audit Item 12: Balance in reserve year/year**

WSA doesn't hold a balance in reserve in accordance with section 7 iv. of the contract.

## **Audit Item 13: Events and rental fees. Are other groups or entities using the range? Has the Association contracted with other groups or entities?**

Yes, other groups use the range but are not charged a fee, see Audit Item 2.

**Audit Item 14: Organization Chart, turnover of key individuals – 5 years**

As reported to the Auditor, the only key position WSA has had turnover at over the last five years is the Training Safety Officer, see [Appendix M](#).

**Conclusion:**

The primary reason the County owns a shooting range is so law enforcement can have a safe and secure facility in which to train. In order to properly assign liability, law enforcement and public use of the range must not overlap. It is recommended that public usage be limited to weekends (Friday evening through Sunday night) and if feasible one evening during the week. All other time should be reserved exclusively for law enforcement use.

WSA has lacked fiduciary and liability management during the period of the contract. These facts are made evident throughout various findings of the audit. Due to the lack of management, the Auditor recommends that the County seek another entity or management model in order to operate the range during public hours.

Any management contract or model should consider the need to provide adequate time for LE training, mitigation of County liability, the sustainability of the business model (funding of operations, maintenance, and improvements) and the need to serve public demand in order to mitigate nuisance and/or public safety issues.

In order for the shooting range to succeed in the future, the County must clearly determine a formal mission statement for the facility. Once the mission is in place, the County must set up an operational structure that supports these goals and adequately measures performance to ensure the long-term sustainability of the operation.

Any response provided by the Davis County Commission, DCSO, or WSA will be included as an appendix in this report.

**2012-328**

**SHOOTING RANGE USE AGREEMENT**

This Use Agreement is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this Agreement, and WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY, a non-profit Utah corporation, which shall be called "Association" in this Agreement.

This Use Agreement is based, in part, upon the following recitals:

- A. The County is the owner of certain real property which is located in Fruit Heights, Davis County, Utah, and is currently being used by the parties as a shooting range. The property shall be referred to in this Agreement as the "range".
- B. The parties entered an agreement entitled Shooting Range Use Agreement designated as Davis County Contract NO. 2003-090 and signed as of April 15, 2003, which will be superseded by this Agreement.
- C. The parties desire to enter into a new Use Arrangement as provided in this Agreement.

Now therefore, in consideration of the mutual terms and conditions set forth in this Agreement, the parties hereby agree as follows:

**1. USE**

The County grants to the Association the shared usage of the range together with all necessary rights-of-way for ingress and egress for the purpose of using the range as a firearms shooting range with the Davis County Sheriff, as set forth on Schedule "A." It is understood that the County reserves the right to permit other parties to enter upon and use the range providing such entry and use do not unreasonably interfere with the use of the property by either party.

**2. TERM**

The term of this Agreement shall be for a period of ten (10) years beginning on January 1<sup>st</sup>, 2012, and terminating on December 31<sup>st</sup>, 2022, unless terminated earlier as provided in this Agreement.

**3. USER FEE**

The Association agrees to pay the County a nominal user fee in the amount of One Dollar (\$1.00) per year. The Association shall make all payments payable to "Davis County" and submit those payments to:

Davis County Treasurer  
Davis County Government  
P. O. Box 618  
Farmington, UT 84025

4. **SCHEDULE OF RANGE USE**

- a. The Davis County Sheriff's Office, hereinafter "Sheriff", shall coordinate use of the range with the Association.
- b. The initial schedule for range use by the Sheriff and the Association is set for in Schedule A which is attached and incorporated by reference into this Agreement. Those hours allocated for the Sheriff shall be deemed "Law Enforcement" hours and those allocated to the Association shall be deemed "Association" hours. The schedule may be changed from time to time with the mutual consent of the parties.
- c. Any disputes between the Sheriff and the Association concerning the schedule of range use shall be submitted to the County Commissioner assigned to the Sheriff's Department for resolution.

5. **RANGE USE BY THE SHERIFF**

- a. Subject to Sub-paragraphs 5b and 5c of this paragraph, the Sheriff shall have the first priority for exclusive use of the range for law enforcement purposes during the Law Enforcement hours.
- b. During Law Enforcement hours, Association range officers may use those parts of the range not being used by the Sheriff or other law enforcement agencies; provided that the Association range officer first notifies the law enforcement range officer in charge in advance, and that the use of the range by the Association does not interfere with the law enforcement use.
- c. If during Law Enforcement hours, the range is not being used by any law enforcement agencies, the Association range officer may use any part of the range; provided that if any law enforcement agency comes to the range and requires use of the range, the Association range officer shall render the portion of the range needed for training by the law enforcement agency to the law enforcement agency. The Association range officer may use the range pursuant to the provisions of 5b at that time. Additional rules regarding the use of the Range by the Association during law enforcement days are listed in Schedule "B", attached hereto and made part hereof.

6. **RANGE USE BY OTHER LAW ENFORCEMENT AGENCIES**

Law enforcement agencies, other than the Davis County Sheriff's Office, may schedule the range during Law Enforcement hours with the Sheriff, for official firearms training, practice, and qualification, a shooting event sponsored by a law enforcement agency, or as approved by the Sheriff, as set forth on Schedule "A."

**7. RANGE USE BY THE ASSOCIATION AND GENERAL PUBLIC**

- a. The Association and the general public shall be permitted to use the range during Association hours.
- b. The Association shall administer and supervise the use of the range by its members and the general public. The Association shall provide a qualified range officer to be present during all Association hours and that range officer shall have the authority and duty to supervise the range use and enforce all range rules.
- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - i. Individual members of the Association and immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.
  - ii. Employees of the Sheriff, as well as other employees of Davis County who are authorized or required to carry firearms in the course of their employment, and their immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.
  - iii. The amount of the usage fee for members of the general public shall be proposed by the Association, which shall notify the County of such fees on an annual basis. The Association shall provide for a discounted fee for users who are Sixty (60) years of age or older.
  - iv. Eighty percent (80%) of the gross fees collected by the Association from the general public shall be dedicated and used for the improvements as described in Paragraph 9 below.
  - v. The County shall have the right, during reasonable business hours, to examine the ledgers and books of the Association to verify the amount of fees charged and collected by the Association from the general public.

**8. RANGE RULES**

- a. The Sheriff shall establish range rules for law enforcement days, and the Association will establish the rules for public access days.
- b. The rules shall apply to all persons using the range including law enforcement officers and members of the Association.

- c. The Association shall be authorized and responsible to enforce the rules during the times of use of the range by members of the Association or the general public.

**9. IMPROVEMENTS**

- a. The Association shall maintain the improvements on the range in good condition, normal wear and tear excepted.
- b. The Association may, with the prior approval of the County, construct, install, repair, remodel, or replace improvements upon the premises. Such improvements shall become part of the property and may not be removed by the Association upon the termination of this Agreement. The County shall not be obligated in any way to compensate the Association for the costs of the construction, installation, repair, maintenance, or remodeling of such improvements. Notwithstanding the foregoing, in the event the Association shall construct, install, repair or remodel improvements on the premises for a cost of \$10,000 or less, the Association shall only be obligated to notify the County of such improvements, rather than obtain approval.
- c. The Association may use the existing improvements or improvements constructed or installed by the County during the term of this Agreement, subject to the rules of the range, and shall maintain such improvements in good and sanitary condition, subject to normal wear and tear, and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

**10. SECURITY SYSTEMS**

- a. The parties acknowledge that a security system has been implemented by the Association at the premises. The Association shall provide the County with administrative access for the viewing of the cameras connected to the system.
- b. The Association acknowledges that during Law Enforcement hours, those using the range may be involved in training that would place participants in a vulnerable position if other individuals were able to view the training. As a result, the Association agrees to allow the County to turn off the security cameras during such training periods. The County agrees that after the training is completed, it will re-enable the security cameras.

**11. INDEMNIFICATION AND HOLD HARMLESS**

The Association shall indemnify the County for, and hold the County harmless from, any claims, judgments, liability costs of defense, or litigation for injury, damage, or loss filed or entered for, or by, any person or entity as a result of the actions or omissions of the Association, its officers, members, guests, employees, agents, or representatives, or of any person who uses or enters upon the property whether as a member of the Association or as a member of the general public through the Association. "Costs of defense" shall include all costs incurred by the County

in the defense against such claims, judgments, liability, or litigation including attorney's fees, expert and witness fees, other defense costs, and court costs.

**12. INSURANCE**

The Association shall obtain and maintain general liability insurance in an amount of at least Two Million Dollars (\$2,000,000.00) combined single limits and Two Million Dollars (\$2,000,000.00) aggregate per occurrence. The insurance policies shall be issued by a reputable insurer and be evidenced by a certificate of insurance, a copy of which the Association shall deliver to the County upon request.

**13. UTILITIES AND SERVICES**

The Association shall be responsible for the prompt and full payment of all of the utility costs incurred by it in the course of the Association's use of the range, including electricity, water, gas, telephone, sewer, solid waste, or other services.

**14. DEFAULT BY ASSOCIATION**

In the event of any actual or reasonably anticipated default by the Association in the performance of the provisions of this Agreement, the County may give notice to the Association of such default, whether actual or anticipated, and the Association shall have thirty (30) days within which to remedy the default or provide reasonable evidence or documentation that the default will either be corrected within a reasonable time or avoided by appropriate preventative measures. If the default is not cured or acceptable preventative measures not taken within that thirty (30) day period, the County may immediately terminate this Agreement. All remedial or preventative actions and any times required for such actions exceeding the thirty (30) day period must be approved and accepted by the County.

**15. TERMINATION**

This Agreement shall be terminated only in any of the following ways:

- a. The expiration of the use term specified in Paragraph 2.
- b. The default of the Association in the performance of the provisions of this Agreement without the appropriate or reasonable remedial or preventative actions as described and required in Paragraph 14.
- c. The issuance of an order by a court having lawful jurisdiction over the matter.
- d. A written agreement executed by the parties.
- e. The existence of circumstances beyond the control of the parties which makes the performance of the Agreement by either or both parties impossible or unreasonable.



16. **RESTRICTION ON ASSIGNMENT**

The Association may not assign its interest in this Agreement to any other party without the prior written consent of the County.

17. **PRIOR AGREEMENT**

The Agreement between the parties entitled Shooting Range Use Agreement dated April 15, 2003, Davis County Contract No. 2003-090, is specifically superseded by this Agreement and shall have no further effect.

18. **AGREEMENT DATE**

The date of this Agreement is deemed to be the date that it is approved and executed by the County.

19. **FULL AGREEMENT**

This Agreement constitutes the full agreement between the parties and may not be modified or amended except in a written document approved and executed by both parties.

20. **AUTHORITY TO SIGN**

The undersigned individuals affirm that they are authorized by their respective entities to execute this Agreement on behalf of their respective entities.

**DAVIS COUNTY**

P. Bret Millburn  
P. Bret Millburn  
Chair, Davis County Commission  
Date: 9/18/12

**ATTEST:**

Steve S. Rawlings  
Steve S. Rawlings  
Davis County Clerk/Auditor  
Date: 9/18/12

**Wahsatch Shooters Association of Davis County**

By: Ted Bukowski  
Ted Bukowski  
Wahsatchshooters, Executive Officer  
Date: September 1, 2012

**SCHEDULE A  
SHOOTING RANGE USE AGREEMENT**

<b>DAYS</b>	<b>LAW ENFORCEMENT HOURS</b>	<b>ASSOCIATION HOURS</b>
Monday	Any Time	
Tuesday	Any Time	5:00 p.m. to Sundown; Range Officers no sooner than 4:30 p.m.
Wednesday	Any Time	5:00 p.m. to Sundown; Range Officers no sooner than 4:30 p.m.*
Thursday	Any Time	
Friday		9:00 a.m. to Sundown
Saturday		9:00 a.m. to Sundown
Sunday		9:00 a.m. to Sundown

\*From June 1 to September 30 of each year

**SCHEDULE B  
SHOOTING RANGE USE AGREEMENT**

Procedure for use of Range by Association range officers during law enforcement scheduled times:

1. Gate at flag pole: On law enforcement days, if this gate is closed, it will stay locked and NO public access will be allowed beyond that point until the police have put away their gear. On duty range officers are allowed to go through and set up for their public shift. After clearing with the police, the on duty range officer can open the gate for the public at 5:00 pm.
2. Range officers who desire to use the range for personal use on law enforcement days shall use bays 4-9, and shall not disturb any law enforcement activities in other bays.
3. Gate at bay 2 (range house): While any law enforcement agency is utilizing bay 2, the law enforcement agency will close the gate at bay 2. Range officers may utilize bays 3-9, but shall not disturb or interfere with the law enforcement activities in other bays. Range officers shall use the door on the west side of the range house to enter and login, and shall turn on the notice light to signal law enforcement officers that range officers are using other bays. If a range officer departs the range before the law enforcement agency, that officer shall turn off the signal light, notifying the law enforcement agency that the other bays are no longer in use.
4. Gate at 1B: While any law enforcement agency is utilizing bays 1A and/or 1B, the law enforcement agency will close the gate at 1B. Range officers may utilize the remaining bays following the same procedure as set forth in Section 3 above.

GENERAL CHANGE ENDORSEMENT

<p>NAME AND ADDRESS OF AGENCY</p> <p>Joseph Chiarello &amp; Co., Inc.          31 Parker Road          Elizabeth NJ 07208-2118          AGENCY 0000030625</p>	<p>INSURANCE COMPANY</p> <p>Granite State Insurance Company          175 Water Street - 18th Floor.          New York NY 10038</p>
<p>NAME AND MAILING ADDRESS OF INSURED</p> <p>WAHSATCH SHOOTER'S ASSOCIATION          PO BOX 1771          LAYTON UT 84041</p>	<p>POLICY NUMBER</p> <p>02-LX -086480621-0/002</p> <p>POLICY PERIOD</p> <p>FROM: 05-01-12 TO: 05-01-13</p> <p>at 12:01 A.M. standard time at the mailing address shown.</p>

EFFECTIVE 07-30-12 THIS POLICY IS AMENDED AS SHOWN

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ADDED ADDITIONAL INSURED

ADDITIONAL INSURED(S)

DAVIS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF UTAH  
 PO BOX 618  
 FARMINGTON, UT 84025  
 RE: 1649 EAST 650 NORTH, KAYSVILLE, UT 84037

PER FORM: CG2024 (11-85)

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:  
 CG2024 (11-85)

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

<p>NAME AND ADDRESS OF AGENCY</p> <p>Joseph Chiarello &amp; Co., Inc.          31 Parker Road          Elizabeth NJ 07208-2118          AGENCY 0000030625</p>	<p>INSURANCE COMPANY</p> <p>Granite State Insurance Company          175 Water Street - 18th Floor.          New York NY 10038</p>
<p>NAME AND MAILING ADDRESS OF INSURED</p> <p>WAHSATCH SHOOTER'S ASSOCIATION          PO BOX 1771          LAYTON UT 84041</p>	<p>POLICY NUMBER</p> <p>02-LX -086480621-0/002</p> <p>POLICY PERIOD</p> <p>FROM: 05-01-12 TO: 05-01-13          END. DATE: 07-30-12</p> <p>At 12:01 A.M. standard time at the mailing address shown.</p>

COMMERCIAL GENERAL LIABILITY FORMS  
 CG2024 (11-85) ADDTL INSRD-OWNERS OR OTHERS WHOM LAND IS LEASED

EXTENDED NAMED INSURED

<p>NAME AND ADDRESS OF AGENCY</p> <p>Joseph Chiarello &amp; Co., Inc.          31 Parker Road          Elizabeth NJ 07208-2118          AGENCY 0000030625</p>	<p>INSURANCE COMPANY</p> <p>Granite State Insurance Company          175 Water Street - 18th Floor.          New York NY 10038</p>
<p>NAME AND MAILING ADDRESS OF INSURED</p> <p>WAHSATCH SHOOTER'S ASSOCIATION          PO BOX 1771          LAYTON UT 84041</p>	<p>POLICY NUMBER</p> <p>02-LX -086480621-0/002</p> <p>POLICY PERIOD</p> <p>FROM: 05-01-12 TO: 05-01-13          END. DATE: 07-30-12</p> <p>at 12:01 A.M. standard time at the mailing address shown.</p>

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS  
FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

Designation of Premises (Part Leased to You):

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAHSATCH SHOOTERS ASSOCIATION 01/10  
P. O. BOX 1771  
LAYTON, UTAH 84041

1183  
31-297/1240 2807  
9042868613

10 Sept 2012  
Date

Pay to the Order of Davis County \$ 10.00  
Ten <sup>00</sup>/<sub>100</sub> Dollars

WELLS FARGO Wells Fargo Bank, N.A.  
Utah  
wellsfargo.com

For 2012-328 J. P. [Signature] IMP

⑆ 24002971⑆ 9042868613⑆ 01183



Sheriff



Current step  
Printed By Clerk

Printed on  
12/14/2022, 4:08 PM

Agenda Item Summary

2012-328-A

Department or Office *	Action Requested *	Document Type *
Sheriff	Approval	Agreement/Contract

Contracting Entity\*  
Wahsatch Shooters Association of Davis County

Short description of item being presented\*  
This is an amendment to the Shooting Range Use Agreement now in place (2012-328) that ends December 31, 2022 . The amendment will extend the current contract until December 31, 2023, unless terminated earlier as provided in this agreement.

Additional Information

Financial Information

Type *	Amount *	GL Account Number *
Receivable	1.00	102-0210-495100

Davis County  
Match Required:\*  
No

Additional Financial information

# Appendix A

12/14/22, 4:08 PM

Kissflow

Provide any other clarifying financial information. Example - for multi year agreements provide the Account # and dollar amount of each year.

## Term of Document (required for items w/ financial impact)

Beginning Date

Ending Date

1/1/2013

12/31/2023

## Calendar/Presenter Information

Request to place on Commission Meeting Agenda for this date: Name and title of the person who will present this item in Commission Meeting:\*

12/20/2022

Chief Deputy Susan Poulsen

## Contracting Entity Contact Information

If this agenda item is a type of agreement between the County and another entity, this information is required.

Contact Person

Phone Number

Email

Kim Leavitt

801-589-7551

leavittkd@msn.com

Address

City

State

PO BOX 1771

Layton

Ut

Zip

84041

## Additional Reviews Needed

Risk Management Review Needed:\*

Yes

Does this agenda item involve a service provider who will come into contact with County property, or have access to County records/files? or Does this agenda item present a potential opportunity for a service provider to cause damage to County property, County records/files or present any other potential liability for the County?

Human Resources Review Needed:\*

Yes

Does this agenda item involve engaging the services of a person, whether full-time, grant funded or temporary, as an employee for the County? or Does this request involve engaging the services of a person to provide contract (1099) services to the County?

Facilities Management Review Needed\*

Information Systems Review Needed:\*

# Appendix A

12/14/22, 4:08 PM

Kissflow

No

No

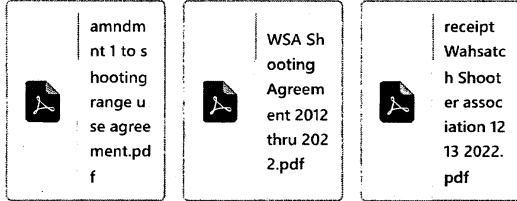
Does this agenda item require interior or exterior modifications to a County building, obtain a lease within a County building, or is a lease for a facility?

Does this agenda item require the purchase or use of computer hardware, software or network services?

## Records

Uploaded files - these will be the official record presented to the Commission and kept on file in the Records Division

Additional Records - used to provide context/information only. These records WILL NOT be printed nor kept as part of the official record. (e.g. bids, certificates of insurance, etc)



No attachments

Uploaded files contain Private, Protected, or Controlled information as defined by 63G-2-103, and/or information considered Exempt from the Government Records Access and Management Act: \*

No

If you are unsure about this question please contact your Department's Records Specialist or contact Rebecca Abbott at ext. 3277

Number of original copies to be returned to the Department/Office upon approval: \* Special Document Numbering Request

2

2012-328

You will have access to a copy of the record after the Commission meeting. This field should be used only if you need additional ORIGINAL records back.

Use this field to inform the Records Division if you need this agenda item to be related to another document, if you need separate document numbers for each entity in a summary list, or any other special numbering instructions. Please include original document number (if applicable) and a brief explanation.

AMENDMENT NO. 1 TO SHOOTING RANGE USE AGREEMENT

This amendment is between Davis County, a political subdivision of the State of Utah (the "County"), and Wahsatch Shooters Association of Davis County, a Utah nonprofit corporation (the "Association").

WHEREAS, the parties previously entered into a Shooting Range Use Agreement, dated September 18, 2012, by the County and identified in the County's records as contract number 2012-~~325~~<sup>328</sup> (the "Agreement"); and

WHEREAS, the parties, through this amendment, desire to amend the Agreement as set forth below.

The parties therefore agree as follows:

**1. Section 2 of the Agreement is omitted and replaced as follows:**

The term of this Agreement shall be for a period of 11 years beginning on January 1, 2013, and terminating on December 31, 2023, unless terminated earlier as provided in this Agreement.

**2. Section 15 of the Agreement is amended by adding Subsection 15.f as follows:**

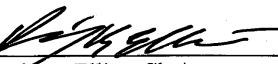

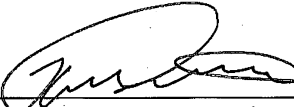
f. The County may terminate this Agreement for any reason or no reason at all by providing written notice of termination of this Agreement to the Association, which termination will be effective at midnight on the 30<sup>th</sup> day after County sends the written notice of termination of this Agreement to the Association.

**3. Effective Date of This Amendment.** The effective date of this amendment will be the date that this amendment is signed by all of the parties.

**4. Continuing Effect of the Agreement.** Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.

**5. Counterparts; Digital and Electronically Transmitted Signatures.** This amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By:                   Randy B. Elliot, Chairman                  Board of Davis County Commissioners</p> <p>Date: <u>12-20-22</u></p> <p>ATTEST:</p> <p>                  _____                  Curtis Koch                  Davis County Clerk/Auditor                  Date: <u>12-20-22</u></p>	<p>WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY</p> <p>By:                   Printed Name: <u>Kim D. Leavitt</u>                  Title: <u>President</u></p> <p>Date: <u>12-12-22</u></p>
--	---

**DAVIS COUNTY REGULAR COMMISSION MEETING**

**AGENDA ITEM SUMMARY**

---

**Agenda Item Type:** Agenda Item  
**Department:** Sheriff  
**Presenter:** **Andrew Oblad, Chief Deputy**  
**Agenda Item:** **Ratification of Amendment #2 to Shooting Range Use Agreement 2012-328 between Davis County and Wasatch Shooters Association**

Financial Information:

- Type: Receivable
- Amount: \$1.00
- GL Account #: 1020210-495100
- Davis County Match Required: N/A
- Additional Financial Information: N/A

Terms:

- Beginning Date: Upon final signature
- Ending Date: 04/30/2024

---

**Attachments:**

1. Amendment #2 to 2012-328 Shooting Range Use Agreement
2. Signed amendment#2 to shooting range use agreement (2012-328)

---

**#77/2024**

Proposed Meeting Date: 1/30/2024  
Submitted by: Slater, Melanie  
Document Type: public

**AMENDMENT NO. 2 TO SHOOTING RANGE USE AGREEMENT**

This amendment is between Davis County, a political subdivision of the State of Utah (the "County"), and Wahsatch Shooters Association of Davis County, a Utah nonprofit corporation (the "Association").

WHEREAS, the parties previously entered into a Shooting Range Use Agreement, dated September 18, 2012, by the County and identified in the County's records as contract number 2012-~~325~~<sup>328 40</sup> (the "Agreement"); and

WHEREAS, the parties, through this amendment, desire to amend the Agreement as set forth below.

The parties therefore agree as follows:

**1. Section 2 of the Agreement is omitted and replaced as follows:**

2. The term of this Agreement shall commence on January 1, 2013 and terminate on April 30, 2024, unless extended or terminated by written amendment to this Agreement and as permitted by this Agreement or by law.

**3. Section 15 of the Agreement is amended by adding Subsection 15.f as follows:**


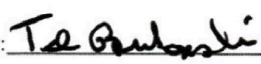
15.f. The County may terminate this Agreement for any reason or no reason at all by providing written notice of termination of this Agreement to the Association, which termination will be effective at midnight on the 30<sup>th</sup> day after the County sends the written notice of termination of this Agreement to the Association.

**4. Effective Date of This Amendment.** The effective date of this amendment will be the date that this amendment is signed by all of the parties.

**5. Continuing Effect of the Agreement.** Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.

**6. Counterparts; Digital and Electronically Transmitted Signatures.** This amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

<p><b>DAVIS COUNTY</b></p>  <p>By: _____                  Bob J Stevenson, Chairperson                  Davis County Board of County Commissioners                  Date: <u>1-24-2024</u></p> <p>ATTEST:</p>  <p>_____                  Brian McKenzie                  Davis County Clerk                  Date: _____</p>	<p><b>WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY</b></p>  <p>By: _____                  Printed Name: Ted Bukowski                  Title: Treasurer                  Date: 01/23/2024</p>
---	---

**Signature Page**

**Contracting Entity:** Sheriff

**Agenda Item Number:** #77/2024

**Contract Subject:** Ratification of Amendment #2 to Shooting Range Use Agreement 2012-328 between Davis County and Wasatch Shooters Association

DAVIS COUNTY

By: *Bob J Stevenson* Date: 01/30/2024  
Bob J Stevenson (Jan 30, 2024 11:06 MST)  
Bob J Stevenson, Chair  
Board of Davis County Commissioners

ATTEST:

*Brian McKenzie*  
Brian McKenzie (Jan 30, 2024 11:40 MST)  
Brian McKenzie  
Davis County Clerk



## Davis County Commission

Commissioner Randy B. Elliott   Commissioner Lorene Miner Kamalu   Commissioner Bob J Stevenson

April 16, 2024

Kim Leavitt  
Wahsatch Shooters Association  
307 N. 1300 E.  
Layton, UT 84040

Re:   Davis County Performance Audit of Wahsatch Shooters Association

The Davis County Board of Commissioners met on April 1, 2024, to discuss Davis County's contract with Wahsatch Shooters Association and related issues concerning the Wahsatch Shooting Range. The Commissioners have requested that a performance audit of Wahsatch Shooters Association be conducted by the Davis County Auditor.

The Auditor will be contacting Wahsatch Shooters Association to request access to financial records, policies and procedures, and organization information. We appreciate your cooperation in providing the information for this audit.

Sincerely,

A blue ink signature of Bob J Stevenson, written in a cursive style.

Bob J Stevenson

A blue ink signature of Randy B. Elliott, written in a cursive style.

Randy B. Elliott

A blue ink signature of Lorene Miner Kamalu, written in a cursive style.

Lorene Miner Kamalu





# Davis County Commission

Commissioner Randy B. Elliott    Commissioner Lorene Miner Kamalu    Commissioner Bob J Stevenson

April 9, 2024

## MEMORANDUM

To:    Curtis Koch, Davis County Auditor

Re:    Request for a Performance Audit of Wahsatch Shooters Association

The Davis County Board of Commissioners, acting as the County Executive Body, noticed and held an open meeting on April 1, 2024 to discuss Davis County's contract with Wahsatch Shooters Association (the "Association") and related issues concerning the Wahsatch Shooting Range (the "Shooting Range"). Pursuant to its authority under Section 17-19a-206 of the Utah Code, the Board hereby requests the Davis County Auditor to perform an audit of the Association and its performance relative to the obligations set forth in the agreement entered into by the parties. Specifically, the Board directs that the scope of the audit include a detailed audit and review of the following:

- Use of the range per section 5(a) of the agreement;
- Application and enforcement of sections 7(c) of the agreement;
- Range improvements at the range in accordance with section 9 of the agreement;
- The security system in accordance with section 10 of the agreement;
- Insurance in accordance with section 12 of the agreement;
- Bylaws, Financial Controls, Policy & Processes of the Association
- Revenue from the general public – 5 years
- Revenue from membership fees – 5 years
- Any other revenues received by the Association
- Range improvements including \$ amount for last 5 years
- All Association expenses – 5 years
- Balance in reserve year/year
- Events and rental fees. Are other groups or entities using the range? Has the Association contracted with other groups or entities?
- Organization Chart, turnover of key individuals – 5 years

We appreciate your willingness to conduct this performance audit. Please contact us if you need additional clarification regarding the scope of this audit. As the current agreement with the Association, Contract No. 2012-328, will expire soon, we request that you begin your audit

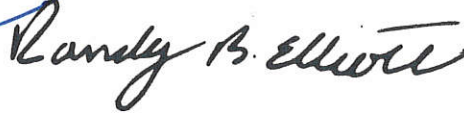
Appendix C

immediately. The information obtained through the audit will assist Davis County in making decisions going forward regarding the Shooting Range.

Signed:



Bob J Stevenson



Randy B. Elliott



Lorene Miner Kamalu

5. RANGE USE BY THE SHERIFF

- a. Subject to Sub-paragraphs 5(b) and 5(c) of this paragraph, the Sheriff shall have the first priority for exclusive use of the range for law enforcement purposes during the Law Enforcement hours.
- b. During Law Enforcement hours, Association range officers may use those parts of the range not being used by the Sheriff or other law enforcement agencies; provided that the Association range officer first notifies the law enforcement range officer in charge in advance, and that the use of the range by the Association does not interfere with the law enforcement use.
- c. If during Law Enforcement hours, the range is not being used by any law enforcement agencies, the Association range officer may use any part of the range; provided that if any law enforcement agency comes to the range and requires use of the range, the Association range officer shall render the portion of the range needed for training by the law enforcement agency to the law enforcement agency. The Association range officer may use the range pursuant to the provisions of 5b at that time. Additional rules regarding the use of the Range by the Association during law enforcement days are listed in Schedule "B", attached hereto and made part hereof

**Questions:**

1. Do you believe that WSA has met this provision of the contract? If so, please provide any supporting documentation. If not, please provide a description of concerns and examples in which the terms were not met.

We don't feel WSA has met this provision. In b. it says that During LE Hours, WSA range officers may use those parts of the range not being used by the Sheriff or other LE agencies; provided that WSA range officer first notifies the LE range officer in charge in advance, and that use of the range by WSA does not interfere with LE use. WSA has been using parts of the range that we are not using but not notifying us in advance that they intend to use it. When they use the range bays adjacent to the bays we are on, it does interfere with our instruction due to the noise created by them while we are teaching.

2. When requested, has DCSO had exclusive use of the range? Has exclusive use ever been denied? If so, please provide background and context for the denial.

We don't believe we have requested exclusive use of the range. We do schedule the range in advance and allow WSA to view the schedule. They frequently interrupt us during our time and we have heard that some of our deputies have requested to use the range during WSA days (Friday- Sunday) and they have been told they need to pay to use the range and need to have a WSA range officer present with them.

3. How does DCSO go about scheduling law enforcement hours?

DCSO maintains a Google calendar for range scheduling. Requesting agencies submit a request of use which a DCSO deputy approves or denies. WSA has viewer access to the calendar.

4. Does DCSO allow other individuals (family & friends) to shoot during law enforcement hours?

Yes. DCSO allows sworn deputies to shoot during LEO hours on/off duty and with guests of a reasonable size. The deputy would need to get approval from DCSO Firearms Instructors prior to use. Approval would be based on needs of the office, experience of the deputy, age of the group, size of the group, experience of the group etc...

**Auditor Asked Questions of WSA Utilization:**

1. What are the WSA law enforcement hours?

Response: Schedule A Contract

2. Do you have a documented schedule for law enforcement hours?

Response: See Schedule A Contract

3. How do you ensure that DCSO is provided first priority of law enforcement hours?

Response: See Schedule A

4. What is the process for a law enforcement agency to schedule and utilize the range?

Response: DCSO Manages Schedule for themselves and other LE

5. How many Range Officers does the Association have?

Response: 126

6. What denotes a Range Officer?

Response: Complete WSA training and staff range when scheduled

7. What access to the range do Range Officers have outside of normal public use hours?

Response: 9 AM – to sundown if Law Enforcement is not present

8. Are Range Officers allowed to have other individuals with them and using the range during law enforcement hours?

Response: See Schedule B

**Revenue:**

9. How do you separate revenue streams associated with the general public and association members?

Response: All users members, annual or daily

10. On average, how many members do you have in a year? What is the charge for a membership?

Response: Approx. 940 Family Memberships, 2200 daily use members. \$15 daily, \$95 Annual (family), \$35 Seniors

11. On average, how many members of the general public purchase a single use of the facility?

Response: 2800 – 3600 Annually

12. Are there any instances in which groups or individuals (other than Davis County authorized firearms users or general law enforcement) are allowed use of the range without

## Appendix E

paying a fee?

Response: Scouts, Youth, ROTC, Church Groups, Elders Quorums

13. How do you identify and track gross revenues collected from the general public, members and any other revenue streams?

Response: Only memberships, Response to Commission A

### **County Use:**

14. How does WSA verify that a person is required to carry a firearm on behalf of Davis County.

Response: Show ID, Badge

15. Are these individuals limited to law enforcement hours or can they shoot during public hours have there been conflicts with this?

Response: They can use during WSA hours but must shoot under WSA R.O. Supervision

### **General Public Use:**

The amount of the usage fee for members of the general public shall be proposed by the Association, which shall notify the County of such fees on an annual basis. The Association shall provide for a discounted fee for users who are Sixty (60) years of age or older.

Answer questions below:

16. Do you have documentation of the notification of the County associated with this provision?

Response: No, who do we tell

17. Do you provide a discounted fee for individuals/members over 60 years of age?

Response: Yes

### **General Public Revenue:**

Eighty percent (80%) of the gross fees collected by the Association from the general public shall be dedicated and used for the improvements as described in Paragraph 9 below.

Answer questions below:

18. How do you identify and track gross revenues collected from the general public, members and any other revenue streams?

Response: All Revenues are membership

19. How do you separate and allocate funds for use of improvements?

Response: Operational supplies are purchased by V.P., all other funds are approved by board

**Improvements to Range:**

20. How have you notified and received approval for any of the improvements in the past 5 years?

Response: No improvements

21. Please provide a list of all range improvements as well as the cost associated with the improvement for the last five years.

Response: None

**WSA Security System:**

22. Describe your current security system and who at the County has been provided administrative access for viewing?

Response: Recording cameras, dispatch can move cameras away from training, but our administrator must shut off.

23. How do you coordinate the turning on and off of the security system?

Response: Software based on Schedule A

**Insurance Policy & Coverage:**

24. What is your understanding of who and what this insurance policy covers? In particular, does this cover all users, including use during law enforcement hours? What about law enforcement training and other contracted users? Are other groups (other than WSA and the County) that use the facility and store equipment at the facility, covered under this policy?

Response: WSA members with range officer present, (see RTC D).

Law Enforcement is not covered by insurance on their days.

**Financial Policies and Procedures:**

25. Do you have a formal set of financial policies and procedure for handling transactions associated with the organization?

Response: No formal policy but we follow recommendations of CPA's.

Date: 05/14/2024

Receipt Number: 10631253 10631253

Amount Paid: \$105.00

# EXPEDITE ARTICLES OF INCORPORATION

OF

MAY 14 '24 AM 11:11

## WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY

### ARTICLE I

The name of this corporation shall be: **Wahsatch Shooters Association of Davis County.**

### ARTICLE II

The period of duration of this corporation shall be perpetual.

### ARTICLE III

#### PURPOSE

The objectives and purposes of this organization shall be:

- a. To promote good fellowship and sportsmanship among its members through mutual participation in the sport of rifle, pistol and shotgun shooting and its related activities.
- b. To promote cooperation and a spirit of mutual respect and regard of the law officers and citizens of Davis County and surrounding areas and the proper use of firearms and hunter safety.
- c. To cooperate with county and city organizations and state and national organizations such as the Scouts, Youth, ROTC, Church Groups, Elders Quorums, Davis County Wildlife Federation, etc.
- d. The encouragement of organized shooting among members and residents of nearby communities, with a view to better their knowledge of the safe handling and proper care of firearms as well as marksmanship, and to conduct hunter safety courses for the youth in the area.

State of Utah  
 Department of Commerce  
 Division of Corporations and Commercial Code  
 I hereby certified that the foregoing has been filed  
 and approved on this 14 day of May 2024  
 in the office of this Division and hereby issued  
 This Certificate thereof.

Examiner PSD Date 5.16.24



L Veillette  
 Leigh Veillette  
 Division Director

13987520-8140

**ARTICLE IV**

MAY 14 2018 11:11

**Members/Stock**

Membership information is determined in WSA by-laws. There is no stock issued

**ARTICLE V****BY-LAWS**

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the By-Laws

**Wahsatch Shooters Association of Davis County  
[WSA] Corporate Bylaws  
March 13, 2023**

**ARTICLE VI****DIRECTORS**

WSA is governed by a board of six directors [the Board]. Each member of the Board also has an executive function: President, Vice President, Executive Officer, Secretary, Treasurer, Training and Safety Officer. The President also serves as Chairman of the Board

The number of directors of this Corporation shall be six (6), or more than three, as fixed from time to time by the By-Laws of the Corporation. The number of directors constituting the present Board of Directors of the Corporation is six, and the names and addresses of the persons who are to serve as directors until their successors are elected and shall qualify are:

<b>PRESIDENT:</b>	Kim Leavitt, 307 N 1300 E, Layton, UT 84040
<b>VICE-PRESIDENT:</b>	David DeWitt, P.O. Box 150261
<b>EXECUTIVE OFFICER:</b>	Jeff Young, 840 W 4375 S, Riverdale, UT 84405
<b>SECRETARY:</b>	Chuck Veillon, 2254 E 1100 N, Layton, UT 84040
<b>TREASURER:</b>	Ted Bukowski, 1748 E 2050 N, Layton, UT 84040
<b>TRAINING SAFETY OFFICER:</b>	Bruce Iillum, 3904 W 6000 S, Roy, UT 84067



MAY 10 '24 AM 11:11

**ARTICLE VII  
INCORPORATORS**

**The names and addresses of the incorporators are:**

- PRESIDENT:** Kim Leavitt, 307 N 1300 E, Layton, UT 84040
- VICE-PRESIDENT:** David DeWitt, P.O. Box 150261
- EXECUTIVE OFFICER:** Jeff Young, 840 W 4375 S, Riverdale, UT 84405
- SECRETARY:** Chuck Vellon, 2254 E 1100 N, Layton, UT 84040
- TREASURER:** Ted Bukowski, 1748 E 2050 N, Layton, UT 84040
- TRAINING SAFETY OFFICER:** Bruce Illum, 3904 W 6000 S, Roy, UT 84067

**Article VIII  
REGISTERED OFFICE AND AGENT**

**The address of the corporation's initial registered office shall be:**

**TREASURER:**  
 Ted Bukowski,  
 1748 E 2050 N, Layton, UT 84040  
 E-mail: Bukowskidad@hotmail.com

Such office may be changed at any time by the Board of Directions without amendment of these Articles of Incorporation.

The corporations initial registered agent at such address shall be:

**Ted Bukowski**

**I hereby acknowledge and accept appointment as corporate registered agent.**

Ted Bukowski

Ted Bukowski

MAY 14 '24 AM 11:11

WSA Treasure

1748 E 2025 N, Layton, UT 84040

E-mail: Bukowskidad@hotmail.com

**Article IX**

**PRINCIPAL PLACE OF BUSINESS**

**The principal place of business of this Corporation shall be:**

Physical address: (mail cannot be received here)

1649 E 650 N

Kaysville UT 84037

**The business of this Corporation may be conducted in all counties of the State of Utah**

The mailing address of this corporation is:

Wahsatch Shooters Association of Davis County

P.O. Box 1771

Layton, UT 84040

## Appendix G



Blake Woodall &lt;bwoodall@co.davis.ut.us&gt;

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**WSA Performance Audit**


---

Ted Bukowski &lt;bukowskidad@hotmail.com&gt;

Mon, Jun 3, 2024 at 3:03 PM

To: Blake Woodall &lt;bwoodall@co.davis.ut.us&gt;, KIM D LEAVITT &lt;leavittkd@msn.com&gt;

**Just to clarify**, as I have said before we do **NOT** sell anything or have daily passes, as on our WEB site ([WSARANGE.COM](http://WSARANGE.COM)) we have membership dues. These include all family memberships and for all day. We do not put a time limit on how long they can stay. This applies to day membership or annual.

**Membership Dues:**

Daily: \$15.00 per individual or couple

Annual: \$95.00

Senior Annual: \$35.00

- **Just to clarify, how many daily passes do you sell annually?**

We do not sell passes. Remember it is **NOT** a range fee. It is a Daily membership. See below for best guess

- **Do seniors receive a discount on the daily use fee? (*Membership dues we do NOT have a use fee*)**

Seniors pay the same as everyone for a daily membership. We **DO NOT** have a use fee. We do have a daily membership.

- **Of the family passes sold (940) how many are sold at the senior rate?**

We don't differentiate between senior daily membership and others

This number applies to active annual memberships only. See below for best guess

- **Does the 940 family passes include anyone who has ever purchased a family pass or is that just for annual family passes sold?**

This number applies to current active annual memberships only.

- **How many of the 940 passes are active?**

Remember we do **NOT** sell passes. This number applies to current active annual members.

- **Are RO's included in the 940 family pass total?**

Yes. All RO's have to be members of WSA. Active ROs: 120. No they do not pay for a family membership.

**Again, Just to clarify**, as I have said before we do **NOT** sell anything or have daily passes, as on our WEB site ([WSARANGE.COM](http://WSARANGE.COM)) we have membership dues. These include all annual and daily memberships. A daily membership has no time limit in that day.

We are a club NOT a business. We are a corporation – domestic – Non-profit – (see attached). We sell nothing and have no employees.

**Best guess**

There is no way to accurately determine the number of daily or annual memberships. Why? Because they are paid via cash, check, and online CC.

All cash and checks received are deposited weekly as a lump sum. Credit card payments are received on line. This number can be tracked. See below.

This is from Jan 1, 2024 to June 3, 2024 paid by credit card.

Annual Senior Memberships: 50

Annual Memberships: 102

Daily Memberships: 167


Ted Bukowski

---

**From:** Blake Woodall <[bwoodall@co.davis.ut.us](mailto:bwoodall@co.davis.ut.us)>  
**Sent:** Friday, May 31, 2024 5:01 PM  
**To:** KIM D LEAVITT <[leavittkd@msn.com](mailto:leavittkd@msn.com)>; [bukowskidad@hotmail.com](mailto:bukowskidad@hotmail.com) <[bukowskidad@hotmail.com](mailto:bukowskidad@hotmail.com)>  
**Subject:** WSA Performance Audit

[Quoted text hidden]

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 **certificate of registration.pdf**  
40K

<b>2023</b>	
Insurance	\$6,799.44
USPS PO Boxes	\$176.00
usda foreat services	\$191.36
Utility	\$11,245.44
Web Site Computer software	\$6,205.31
targets	\$14,162.65
Range Maintance	\$6,427.54
Meales & Entertainment	\$7,105.70
Office Supplies	\$354.75
Beginning balance	\$18,703.21
Ending balance	\$32,436.75
Total Income	\$66,401.73
Withdraws	\$52,668.19

Use Agreement - 7.c.iv & 9 - 80%	\$53,121.38
over under	-\$453.19

<b>2021</b>	
Insurance	\$7,190.00
Web site Computer software	\$7,458.14
Utility	\$10,832.00
Target Supplies	\$6,901.00
Range Maintance	\$5,274.44
Office Supplies	\$798.00
Meals & Entertainment	\$5,100.00
Beginning balance	\$31,822.80
Ending balance	\$32,247.18
Total Income	\$43,977.95
Withdraws	\$43,553.58

Use Agreement - 7.c.iv & 9 - 80%	\$35,182.36
over under	\$8,371.22

<b>2022</b>	
Insurance	\$7,761.25
usda forest services	\$187.42
bank charge	\$35.00
Utility	\$12,869.10
Web Site Computer software	\$8,137.30
targets	\$10,095.67
Range Maintance	\$18,329.38
Meales & Entertainment	\$5,868.38
Office Supplies	\$1,882.27
Beginning balance	\$32,247.00
Ending balance	\$18,703.03
Total Income	\$51,621.80
Withdraws	\$65,165.77

Use Agreement - 7.c.iv & 9 - 80%	\$41,297.44
over under	\$23,868.33

<b>2020</b>	
moved to SAVINGS	\$4,050.00
bank charge	\$60.87
usda forest services	\$83.12
insurance	\$6,470.49
Web site Computer software	\$1,144.17
Utility	\$8,833.22
Target Supplies	\$9,137.06
SECURITY	\$1,399.07
Range Maintance Parts	\$4,349.15
snow removal	\$1,434.98
Range Maintance	\$4,478.53
Mis Range Maintaince Material	\$2,047.82
Office Supplies	\$245.77
Beginning balance	\$23,720.03
Ending balance	\$31,822.81
Total Income	\$51,837.03
Withdraws	\$43,734.25

Use Agreement - 7.c.iv & 9 - 80%	\$41,469.62
over under	\$2,264.63

<b>2019</b>	
moved to SAVINGS	
bank charge	
usda forest services	\$82.62
insurance	\$6,186.43
Web site Computer software	\$4,756.33
Utility	\$12,955.68
Target Supplies	\$1,437.85
SECURITY	\$5,986.52
Range Maintance Parts	\$454.25
Meals & Entertainment	\$4,646.75
Range Maintance	\$12,640.40
Mis Range Maintance Material	
Office Supplies	\$578.60
Beginning balance	\$28,380.86
Ending balance	\$23,720.03
Total Income	\$42,108.06
Withdraws	\$49,725.43

Use Agreement - 7.c.iv & 9 - 80%	\$33,686.45
over under	\$16,038.98

<b>2023</b>	
Stripe Transfer - credit Card direct to bank	\$39,115.48
Cash Deposit	\$27,286.25
Total income from memberships	\$66,401.73

<b>2022</b>	
Stripe Transfer - credit Card direct to bank	\$24,556.80
Cash Deposit	\$27,065.00
Total income from memberships	\$51,621.80

<b>2021</b>	
Stripe Transfer - credit Card direct to bank	\$19,680.95
Cash Deposit	\$24,297.00
Total income from memberships	\$43,977.95

<b>2020</b>	
Stripe Transfer - credit Card direct to bank	\$23,511.78
Cash Deposit	\$28,325.25
Total income from memberships	\$51,837.03

<b>2019</b>	
Stripe Transfer - credit Card direct to bank	\$17,083.06
Cash Deposit	\$25,025.00
Total income from memberships	\$42,108.06

**Commission Response to Auditor:**

Commissioner,

Is there a County department that the Commission has given the authority to regulate and oversee of the shooting range contract? If so, has this been communicated to WSA?

Response: Three Departments have been involved. 1. Sheriff's Department 2. Planning (Jeff Oyler) 3. Commission office (Randy Ellitot) Yes they are aware of contacts at the county

The contract states: " The Association shall maintain the improvements on the range in good condition, normal wear and tear excepted." Has the County determined what constitutes "good condition" and how that would be tracked/monitored?

Response: No response provided.

The contract states:

"The parties acknowledge that a security system has been implemented by the Association at the premises. The Association shall provide the County with administrative access for the viewing of the cameras connected to the system." Who in the County has authority to make this request?

Response: No response provided.



**Margaret W. Busse**  
*Executive Director*  
Department of Commerce

**Spencer J. Cox**  
*Governor*  
State of Utah

**Leigh Veillette**  
*Director*  
Division of Corporations  
& Commercial Code

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
***DIVISION OF CORPORATIONS & COMMERCIAL CODE***  
**CERTIFICATE OF REGISTRATION**

TED BUKOWSKI  
**WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY**  
1748 E 2050 N  
LAYTON UT 84040

Access Code  
Code: 7348492



State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code

**CERTIFICATE OF REGISTRATION**

**Corporation - Domestic - Non-Profit**

This certifies that **WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY** has been filed and approved on **May 14, 2024** and has been issued the registration number **13987520-0140** in the office of the Division and hereby issues this Certification thereof.

A handwritten signature in cursive script that reads "L. Veillette".

LEIGH VEILLETTE  
Division Director



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DIVISION OF CORPORATIONS AND COMMERCIAL CODE BUSINESS SEARCH RELATED LINKS & RESOURCES

### WAHSATCH SHOOTERS ASSOCIATION OF DAVIS COUNTY

**Entity Number:** 741075-0140  
**Company Type:** Corporation - Domestic - Non-Profit  
**Address:** PO BOX 1771 Layton, UT 84040  
**State of Origin:** UT  
**Registered Agent:** [DAVID B LARSEN](#)  
**Registered Agent Address:**  
122 W 200 N [View Management Team](#)  
CENTERVILLE, UT 84014

**Status:** Expired

**Status:** Expired as of 08/26/2013  
**Status Description:** Failure to File Renewal  
**Employment Verification:** [Not](#) Registered with [Verify Utah](#)

**History** [View Filed Documents](#)


**Registration Date:** 05/22/1980  
**Last Renewed:** 05/10/2012

**Additional Information**

**NAICS Code:** 9999 **NAICS Title:** 9999-Nonclassifiable Establishment

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# *Davis County Attorney's Office*

## *Civil Division*

28 E State St, PO Box 618, Farmington, UT 84025 - (801) 451-3570

**Troy S. Rawlings**  
County Attorney

**Neal C. Geddes**  
Chief Civil Deputy Attorney

### MEMORANDUM

To:	Curtis Koch, Davis County Auditor, and Blake Woodall, Davis County Internal Auditor
From:	Mike Kendall, Davis County Deputy Civil Attorney
Date:	June 21, 2024
Re:	Performance Audit of Contract with Wahsatch Shooters Association – Insurance Provisions

Dear Curtis and Blake:

Based on your request, I analyzed the Commercial General Liability Insurance Policy, with a policy period of May 1, 2024 through May 1, 2025, that names Wahsatch Shooters Association as the named insured. Also based on your request, I analyzed the Excess Liability Insurance Policy, with a policy period of May 1, 2024 through May 1, 2025, that names Wahsatch Shooters Association as the named insured. I provide you with the following relating to these two insurance policies.

#### Commercial General Liability Policy

I provide the following items of note or concern relating to the provisions of this insurance policy (Please note, however, that the following is not meant to be an exhaustive list):

- 1) This insurance policy excludes any occurrence which takes place after the named insured ceases to be a tenant of the premises. It is therefore likely that this policy will not cover any bodily injury or damage arising at times when the named insured is not contractually permitted to be utilizing the leased premises.
- 2) The “Named Insured” under the policy is Wahsatch Shooters Association. However, this corporation, as of at least May 16, 2024, is registered with the Utah Department of Commerce, Division of Commerce and Commercial Code is Wahsatch Shooters Association of Davis County. The named insured under the insurance policy should be identical to the name of the corporation as registered with the Utah Department of Commerce, Division of Commerce and Commercial Code. The policy should use the name of the named insured throughout the policy or if this named is a defined term, then the defined term should be used throughout the policy.
- 3) This policy notifies the policyholder as follows: “The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28, Guaranty Associations.”
- 4) This policy is not signed by an authorized representative.
- 5) The limits of insurance under this policy are as follows:
  - a) Each Occurrence Limit - \$1,000,000.00
  - b) Damage to Premises Rented to You - \$100,000.00 (Any one premises)

- c) Medical Expense Limit – Excluded
  - d) Personal & Advertising Injury Limit - \$1,000,000.00 (Any one person or organization)
  - e) General Aggregate Limit - \$2,000,000.00
  - f) Products/Completed Operations Aggregate Limit - \$2,000,000.00.
- 6) Coverage A – Bodily Injury and Property Damage Liability of this policy excludes any obligation of the insured under a worker’s compensation, disability benefits or unemployment compensation law or any similar law. I recommend that the contractor obtain, for the duration of any contract with Davis County, a workers’ compensation insurance policy, and provide a copy of that policy to Davis County.
  - 7) Coverage A – Bodily Injury and Property Damage Liability of this policy excludes bodily injury to an employee of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured’s business as well as bodily injury to the spouse, child, parent, brother or sister of that employee. I recommend that the contractor obtain, for the duration of any contract with Davis County, an employer’s liability insurance policy, and provide a copy of that policy to Davis County.
  - 8) Coverage A – Bodily Injury and Property Damage Liability of this police excludes damage to Property, which provides 10 times the coverage than the damage to premises rented to you coverage.
  - 9) Supplementary Payments Coverages A and B Supplement – Some of the indemnitee defense provisions are contrary to the contract terms. For example, no defense will be provided if the insured’s interests and the indemnitee’s interests are contrary, the insurance company selects counsel and the same counsel represents both the named insured and the indemnitee, and the defense ends when the applicable insurance limits are met.
  - 10) The most that will be paid under the policy for damage to premises rented to you is \$100,000.00.
  - 11) The policy excludes access or disclosure of confidential or personal information and data-related liability. If this is a concern for Davis County in this contractual relationship, Davis County should consider requiring the contractor to carry a separate data-related liability policy.
  - 12) Indemnification coverage for fire damage to the premises is excluded.
  - 13) Coverage under Section I – Coverage C – Medical Payments is deleted and does not apply, and none of the references to it in the Coverage Part of the policy apply.
  - 14) In order to receive coverage under the policy all of the following must be performed:
    - a) Shooting ranges:
      - 1. Post in open and easily visible areas copies of all course and range rules;
      - 2. Require the use of protective shooting glasses for all participants and guests while at or on a firing position;
      - 3. Require the use of earplugs or other protective hearing equipment for all participants and guests while at or on a firing position; and
      - 4. Require use of gun storage racks or storage facilities when guns are not in use
    - b) Firing ranges:
      - 1. Target ranges will be screened by an embankment on three sides to absorb both bullets and noise;
      - 2. Target pits will be constructed in such a manner that they will shield any occupant from ricochet;
      - 3. Prohibit any guest, customer, participant or member from entering the field or target area; and
      - 4. Post warning signs during firing period

I recommend that the foregoing provisions should be part of any contract or agreement between Davis County and the named insured.

- 15) Davis County may be an automatic additional insured under this policy, but only if the contract between the parties requires that Davis County be added as an additional insured.
- 16) This policy does not apply to bodily injury, property damage, and personal and advertising injury caused by or arising out of any loss, claim or "occurrence" between members of any organization, club, fraternity, sorority or society. Members include active, inactive, local or national members, or any other person who was a member at any point in time.
- 17) This policy requires a \$1,000 deductible payment per claim for bodily injury liability and/or property damage liability combined.
- 18) This policy is limited to bodily injury or property damages caused by an occurrence taking place at the premises designated or personal and advertising injury caused by an offense committed at the premises designated. The premises designated appears to be 1649 E 650 N, Kaysville, UT 84037.
- 19) This policy does not apply to bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, arises out of an actual, threatened or alleged:
  - a) Assault or battery whether caused by or at the instigation or direction of any insured, their employees, patrons or any other person;
  - b) Failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery;
  - c) Failure to provide an environment safe from assault or battery, including but not limited to failure to warn of the dangers of the environment that could contribute to assault or battery;
  - d) Failure to render or secure medical treatment or care necessitated by any assault or batter;
  - e) Negligent investigation or reporting or failure to report any assault or batter to property authorities; or
  - f) Negligent: Employment; Supervision; Training; Retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by the Assault or Battery exclusion above.
- 20) This insurance does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering of or failure to render those activities and services which are directly related to the instruction and supervision of students and that only a certified teacher, or person otherwise legally eligible to teach, in the jurisdiction where you operate can provide.
- 21) This policy excludes bodily injury, property damage, and personal and advertising injury arising out of, or alleged to arise out of any of the following:
  - a) Any bump stock, bump fire or other device, attachment or accessory intended to increase the firing rate of any firearm to that approaching the firing rate of an automatic weapon;
  - b) Any exploding target devices;
  - c) Any firearms or firearm assemblies manufactured, sold, or distributed without serial numbers;
  - d) Any binary trigger or drop-in auto sears;
  - e) Any magazine with capacity greater than 30 rounds; or
  - f) The ownership, rental, use, handling, design, manufacture, distribution, sale, transport, receipt, maintenance or repair, disposal, or advertising of any "80% Lower Receiver" or "80% Lower Jig Kit".

“80% Lower Receiver” means any receiver blank, casting, machined body, or object in which the fire-control cavity area is completely solid, unmachined or has not reached the stage of manufacture which would result in the classification of a fire-arm according to the Gun Control Act.

“80% Lower Jig Kit” means any tools, measurements, instructions, or physical guides for fabricating an “80% lower receiver” or frame into a working firearm.

I recommend that the foregoing provisions should be part of any contract or agreement between Davis County and the named insured.

I further recommend that named insured adopt rules addressing all of the foregoing.

- 22) Defense costs are included within limits of insurance. I recommend that this be removed and that the obligations relating to defense costs do not end when the insurance limits are exhausted.
- 23) The policy contains a firearm product exclusion
- 24) Based on the policy’s firearms marketing limitation, I recommend that any contract with Davis County preclude the named insured from creating, using, approving, endorsing, or disseminating any marketing, advertising, promotion, or publicity of an insured’s product, or a product that incorporates or is used in tandem with an insured’s product in violation of any local, state, or federal laws.

#### Excess Liability Policy

I provide the following items of note or concern relating to the provisions of this insurance policy (Please note, however, that the following is not meant to be an exhaustive list):

- 1) This insurance policy excludes any occurrence which takes place after the named insured ceases to be a tenant of the premises. It is therefore likely that this policy will not cover any bodily injury or damage arising at times when the named insured is not contractually permitted to be utilizing the leased premises.
- 2) The “Named Insured” under the policy is Wahsatch Shooters Association. However, this corporation, as of at least May 16, 2024, is registered with the Utah Department of Commerce, Division of Commerce and Commercial Code as Wahsatch Shooters Association of Davis County. The named insured under the insurance policy should be identical to the name of the corporation as registered with the Utah Department of Commerce, Division of Commerce and Commercial Code. The policy should use the name of the named insured throughout the policy or if this named is a defined term, then the defined term should be used throughout the policy.
- 3) This policy notifies the policyholder as follows: “The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28, Guaranty Associations.”
- 4) This policy is not signed by an authorized representative.
- 5) The limits of insurance under this policy are as follows:
  - a) Each Occurrence Limit - \$1,000,000.00;
  - b) Personal & Advertising Injury Limit - \$1,000,000.00 (Any one person or organization);
  - c) Products/Completed Operations Aggregate Limit - \$2,000,000.00; and
  - d) General Aggregate Limit - \$2,000,000.00.

6) This policy excludes any loss, cost or expense caused by or resulting from any of the following auto coverages:

- a) First-party physical damage coverage;
- b) No-fault coverage;
- c) Personal injury protection or auto medical payments coverage; or
- d) Uninsured or underinsured motorists' coverage.

I recommend Davis County consider requiring automobile insurance in any contract between Davis County and the named insured.

- 7) This policy excludes any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law. I recommend that the contractor obtain, for the duration of any contract with Davis County, a workers' compensation insurance policy, and provide a copy of that policy to Davis County.
- 8) Under this policy, the insurance company has no duty to defend any insured or participate in the settlement or defense of any claim, suit or proceedings.
- 9) There is only optional coverage for any additional insured and the option is up to the first named insured.
- 10) This policy does not provide auto insurance; it is excluded.
- 11) This policy has an employer's liability exclusion, which precludes coverage to an employee of an insured arising out of and in the course of employment by the insured or performing duties related to the conduct of any insured's business.
- 12) This policy does not apply to any claim or suit for damage or loss caused by or arising out of injury to any contractor or subcontractor, any employee of a contractor or subcontractor, or the spouse, child, parent, brother or sister of any person identified above.
- 13) This policy does not apply to any loss or damage to any property or premises you or any insured rent or lease, you or any insured temporarily occupy, or loaned to you or any insured. This means that the damage to rented premises under the Commercial General Liability Policy and this policy is \$100,000.00.

Sincerely,

/s/ Mike Kendall  
Mike Kendall  
Davis County Deputy Civil Attorney

## Appendix M

As far as turnover of key individuals in the past five years, here are the officers and tenure of each, with previous tenures.

President, Kim Leavitt – more than 10 years.

Vice President, David DeWitt – since Jan 2018.

Treasurer, Ted Bukowski – more than 10 years.

XO, Jeff Young – since Jan 2021. Kirk Bennett, Jan 2013 to Dec 2020

Secretary, Chuck Veillon – since Jan 2013

Training Safety Officer, Bruce Illum – since Jan 2023. Tom Woods, Jan 2015 to Dec 2022.



## Davis County Commission

Commissioner Randy B. Elliott    Commissioner Lorene Miner Kamalu    Commissioner Bob J Stevenson

August 8, 2024

### MEMORANDUM

Curtis Koch, Auditor

We appreciate the Performance Audit of Wahsatch Shooters Association (WSA) conducted by your office and presented to us by you and Blake Woodall at the work session on July 9, 2024.

Commissioner Randy Elliott has been in touch with members of WSA and others from Davis County regarding the shooting range and the results of the audit. We want to address the concerns that were reported and determine the process going forward.

Another work session has been scheduled for August 20<sup>th</sup> to discuss the problems that need to be corrected and to plan for the future of the shooting range.

The WSA Performance Audit will be discussed at a future Davis County Audit Committee meeting at a time after the August 20<sup>th</sup> work session.

Signed:

Bob J Stevenson

Randy B. Elliott

Lorene Miner Kamalu



Appendix O

From:

Wahsatch Shooters Association of Davis County

To:

Curtis Koch, Davis County Auditor

Blake Woodall, Internal Auditor

Randy Elliot, Davis County Commissioner

08/06/2024

Re: WSA Final Audit Report

Please see the attached WSA responses to each item in the proposed Final Audit Report. In summary, WSA understands this audit as aggressively one-sided with a pre-determined goal of eliminating WSA who has diligently served the community and County for nearly 30 years, and lacks any semblance of objectivity. Further detail of the responses can be found in the referenced attached appendixes.

Auditor Koch stated that the only reason for Davis County to have a rifle range is for LE training. The only reason Davis County has a range is because of the actions of WSA. Approximately 37 years ago WSA approached the Commission asking to establish a range, the commission agreed and leased the land to WSA. Every improvement to the land was done by WSA. They used to shoot to the north. It was WSA that moved the earth so shooting was to the east. Not one shovel of dirt was moved by Davis County. No buildings or shelters were built or maintained by Davis County. The heat was install by WSA and the propane is paid for by WSA. All utilities are paid for by WSA. So please note that there is another reason for this range. It provides a safe place for the citizens of Davis County to shoot.

We would suggest copying the other two commissioners and Sherriff Sparks in regards to this response for their input on objective accuracy. WSA is of the position that oversight should be with the Commission as we have identified conflicts that occur from Sherriff oversight.

Thank you for your prompt attention to this matter,

Wahsatch Shooters Association of Davis County Board

President, Kim Leavitt

Vice President, David DeWitt

Treasurer, Ted Bukowski

Executive Officer, Jeff Young

Secretary, Chuck Veillon

Training Safety Officer, Bruce Illum

## WAHSATCH SHOOTERS ASSOCIATION'S (WSA) INTRODUCTION TO ITS RESPONSE TO THE DAVIS COUNTY AUDIT REPORT

The WSA Board has reviewed the audit report. It is our understanding that we were given until August 8th to respond. Having reviewed the audit, it is the impression of WSA's governing Board, our consulting attorney and our insurance consultant that the auditors have not completely understood the terms of the RANGE USE AGREEMENT between the County and WSA, the nature of the all-volunteer body of Range Officers (RO's) who are responsible for day-to-day safety on the range, the RO's incentive to provide the volunteer service that they provide, the range's exceptional safety record for decades, nor the decades of harmony between WSA RO's and the Davis County Sheriff's Office (DCSO). The WSA range is a very large facility with ten (10) shooting bays. The bays are separated by sufficiently high dirt berms to ensure that bullets do not cross into adjacent bays. To the knowledge of WSA's entire Board, our attorney consultant (see his attached letter, Exhibit 1) and our insurance consultant, there have been no injuries on the range that have resulted in any insurance liability claims paid over a stretch of several decades. This is an outstanding safety record worthy of envy by many, if not most companies in private industry. The County and WSA owe this safety record to the dedication and commitment to safety by the hundreds of volunteers who have manned the range for decades. Last year WSA's volunteer Range Officers (RO's) provided 5,280 hours of service to keep WSA running safely and smoothly. The only "pay" these RO's receive is the privilege of scheduling the use of unreserved spare bays during regular business hours provided their scheduled use does not conflict in any way with Law Enforcement (LE) use or public scheduled use. Having an all volunteer RO work force allows WSA to keep the "user fees" (which we refer to as "membership fees" as explained below) to pay the range's monthly expenses (utilities, repairs, maintenance, etc.) and, depending upon funds left over after monthly expenses are paid, major improvements to the range.

WSA desires to respond to the Audit Report point by point . Therefore we are enclosing herewith the entire audit report with our responses following each paragraphs in the report that we take issue with. To avoid confusion between verbiage in the audit report and WSA's responses, we are color-coding our responses in blue print with the audit report verbiage appearing below in black and red. To assist the commission or the auditors to know specifically which verbiage in the audit report the following WSA response is referring to, audit report verbiage may be highlighted in yellow.

### Introduction:

The Davis County Board of Commissioners, acting as the County Executive Body, noticed and held an open meeting on April 1, 2024 to discuss Davis County's contract with Wahsatch Shooters Association (WSA) and related issues concerning the shooting range. (see Appendix A, B). Pursuant to its authority under Section 17-19a-206 of the Utah Code, the Board hereby requests the Davis County Auditor to perform an audit of the Association and its performance relative to the obligations set forth in the agreement entered into by the parties (See Appendix C).

This contract defines how both the general public (through membership of WSA) and the Davis County Sheriff's Office (DCSO) will share the use of the gun range located in Davis County. A significant item this audit

will evaluate is how both parties utilize the range and if current usage complies with the terms of the current contract, see [Appendix D](#), and [Appendix E](#).

The contract also defines how the financial records kept by WSA will be maintained and how revenues will be utilized. This issue is critically important because 80% of gross fees collected from the general public by WSA are to be reserved for improvements to the range. See comment 1 & 2 below

## WSA Response to Audit Introduction

WSA has not found any verbiage in the SHOOTING RANGE USE AGREEMENT (Appendix A) that expressly explains exactly how financial records are to be kept nor precisely how revenues must be utilized. The auditors have loosely read this into the USE AGREEMENT. None of the members of the WSA Board are accountants or tax lawyers. WSA would welcome additional instruction about how the County would like WSA, in addition to what WSA Board members reasonably assumed was sufficiently provided in Appendix H, to explain what funds the Range has received versus expended to keep the Range operating safely and comfortably.

Referring to the second highlighted sentence above, some clarification seems to be necessary. First, all of the funds received by WSA come from general public memberships (whether daily or longer). This is the ONLY classification of the funds received. No other group of persons contributes to funds received by WSA. As can be seen in Appendix H, WSA calculates what sum represents 80% of the funds received for any particular year. Appendix H also categorizes expenses incurred during the past 5 years. Again, we are not accountants, tax lawyers or financial auditors. If the County would like a more “accountant like” format to describe the funds received and expenses paid, please have the County Auditors explain the format. We are open to suggestions.

WSA may be mistaken, but it is our understanding that membership fees are not subject to state sales tax but that “user fees” might be. We assume the County has the resources to find out and let us know. If we are wrong, we will be happy to begin to refer to funds received as “user fees.” The difference between “membership fees” and “user fees” is simply and purely a matter of semantics. They mean the same thing. As far as we know, however, user fees may be subject to sales tax; membership fees may not be. WSA simply desires its members to not incur sales tax as an additional expense (not to mention WSA’s burden and hassle of tracking and paying sales tax). Incidentally, every member of WSA’s Board is a volunteer receive no monetary remuneration whatsoever. Some have served for decades.

As far as “improvement to the range,” obviously, as shown in Appendix H, it takes money to run the range, obtain insurance, repair equipment and structures, pay utilities etc. Inasmuch as the USER AGREEMENT doesn’t contain the term “range expenses,” (other than those specifically enumerated in paragraphs 9. And 13) it was reasonable for WSA to conclude that the phrase “improvement to the range” and “Utilities and Services” included monthly and annual expenses which would be paid out of monies received as shown Appendix H. If the County wants the accounting to be presented in a different format, please advise and the Board will use the County’s format. As can be seen in Appendix H, WSA has calculated the 80% of funds taken in and has used these funds exclusively for paying the expenses of the range and keeping the range in good operating condition (which has contributed to the Range’s decades long impeccable safety record).

In the course of the audit, it became clear that the entities involved have at times very different goals and objectives for the shooting range. Davis County has an interest in providing a quality facility for all law enforcement agencies to train in the use of fire-arms. Davis County Sheriff's Office primarily focuses on having well-trained deputies in the use of firearms to provide the best service to its citizens. WSA, per their bylaws are focus on promoting a community of gun and shooting enthusiasts, see [Appendix F](#). While these goals may not directly conflict, the means to accomplish each goal may at times bring the groups into conflict.

## Scope:

Specifically, the Board directs that the scope of the audit includes a detailed audit and review of the following:

1. Use of the range per section 5(a) of the agreement;
2. Application and enforcement of sections 7(c) of the agreement; revenue 80%
3. Range improvements at the range in accordance with section 9 of the agreement;
4. The security system in accordance with section 10 of the agreement;
5. Insurance in accordance with section 12 of the agreement;
6. Bylaws, Financial Controls, Policy & Processes of the Association
7. Revenue from the general public – 5 years
8. Revenue from membership fees – 5 years
9. Any other revenues received by the Association
10. Range improvements including \$ amount for last 5 years
11. All Association expenses – 5 years
12. Balance in reserve year/year
13. Events and rental fees. Are other groups or entities using the range? Has the Association contracted with other groups or entities?
14. Organization Chart, turnover of key individuals – 5 years

## Audit Item 1: Use of the Range Per Section 5(a) of the Agreement

Section 5 of the agreement reads as follows:

a. Subject to Sub-paragraphs 5b and 5c of this paragraph, the Sheriff shall have the first priority for exclusive use of the range for law enforcement purposes during the Law Enforcement hours.

**WSA RESPONSE:** Law Enforcement (LE) absolutely has first priority during LE hours.

b. During Law Enforcement hours, Association range officers may use those parts of the range not being used by the Sheriff or other law enforcement agencies;

provided that the Association range officer first notifies the law enforcement range officer in charge in advance, and that the use of the range by the Association does not interfere with the law enforcement use.

**WSA RESPONSE:** This policy has existed for decades with no conflicts or interference to the knowledge of the WSA Board. Then, recently, county removed our deputy sheriff Points of Contact (POCs). Apparently the auditors did not speak with these deputy POC's to answer questions. Instead, the auditors relied upon the knowledge and experience of command officers who had no first-hand knowledge of verbal agreements between the DCSO and WSA on how both entities operate at the range. These DCSO POCs used to attend our monthly meetings, most of which were hosted at the sheriff's office, and were active participants in these meetings. For example, years ago, it was agreed that the WSA would install a red light outside the range house on Bay 2. RO's who were at the range to shoot during LE times would turn this light on to announce their presence. DCSO specifically requested that RO's not make contact with LE personnel at the range as that would be a distraction. The "red light system" has worked for many years without the RO's having to directly contact with LE officials involved in their training. Without our POC deputies to coordinate with, however, we're no longer certain LE commanders even know what the red light even means. That may have regrettably led to concerns or complaints.

c. If during Law Enforcement hours, the range is not being used by any law enforcement agencies, the Association range officer may use any part of the range; provided that if any law enforcement agency comes to the range and requires use of the range, the Association range officer shall render the portion of the range needed for training by the law enforcement agency to the law enforcement agency. The Association range officer may use the range pursuant to the provisions of 5b at that time. Additional rules regarding the use of the Range by the Association during law enforcement days are listed in Schedule "B", attached hereto and made part hereof.

## Findings:

Audit findings for this section were based upon

[Appendix D: DCSO Questions and Response](#)

[Appendix E: Auditor Asked Questions of WSA, Questions 1-8](#)

Schedule A of the contract allows for crossover use of the range by LE agencies and WSA during LE hours. Schedule B of the contract outlines the procedures for crossover use between LE and WSA. The problem is that the procedures are so nuanced; it is difficult for the average LE officer or WSARO to know or abide by the procedures. (See [Appendix A](#))

**WSA RESPONSE:** When DCSO removed the deputies that were our POC, all historical knowledge of the inner workings of the range was lost on the county's side. It appears DCSO command officers are now not familiar with the agreements their assigned POC's made with WSA.

While DCSO may request exclusive use of the range, the audit found no instance in which this occurred. When Deputy Martin Shelborn, Deputy Will Cragun, and Sgt. Adkin were our points of contact, it was common practice for them to reach out frequently to WSA's Executive Officer (WSA XO) to request LE use of a shooting bay during times when the WSA was in control of the range. The XO frequently accommodated these requests and immediately booked a bay for whatever agency needed to train. He also placed that reservation on the WSA calendar so everyone would see that LE was there and that that particular bay was reserved for LE use. When Deputy John Carver took over as our POC with DCSO, these frequent communications stopped, and WSA's XO would only have interactions with him during monthly meetings. WSA strongly believes that the frequent communications by phone or otherwise between DCSO's POCs and WSA's XO greatly helped to eliminate any confusion concerning DCSO's and WSA's use of the range.

While DCSO may request exclusive use of the range, the audit found no instance in which this occurred.

As long as WSA notifies law enforcement in advance, both parties have access to utilize the range during Law Enforcements hours. In advance is a nebulous term and can be interpreted to mean weeks, days or even moments prior to an action being taken. Because no exclusive use has been requested, it becomes the responsibility of WSARO's to seek approval for use prior to utilizing the facility during LE hours. This is not occurring. WSA when questioned about advanced notice did not provide any context for whether this was occurring; rather they stated, "See Schedule A of contract."

**WSA RESPONSE:** We had pre-arranged the red light as the notification of whatever LE agency was at the range. This was accepted as proper by our DCSO POCs for many years. This is simply a problem of the auditors not being made aware that the command officers who were asked questions had no first-hand knowledge of what was agreed upon and working.

Schedule A allows for WSA to bring the public into the facility during LE hours as long as it is after 5:00 pm on Tuesday and Wednesday. It also allows LE to use it at the same time. Because of this overlap, the question then becomes who has priority use. This creates potential for conflict if LE show up after 5:00 pm and WSARO/public are utilizing the range. In addition, it allows for the potential to have the public at the range during LE hours. Liability issues with this will be covered in a later section.

**WSA RESPONSE:** Communication with our DCSO POCs, the public range operated from 5-9 PM on Tuesdays in spring, summer, and fall. Three years ago, it was decided that Wednesdays would not be used by the public, either via the public range or church/Boy Scout groups, and that all public access/events would be held during times when the public range was operational.

During the conversation with WSA, it was mentioned that a conflict with LE using the range during public hours has become a problem. The contract does not provide guidance on LE use during public hours on Tuesday and Wednesday as allowed by Schedule A. A liability conflict and priority of range use does exist during the hours that LE and public time overlaps during the weekdays.

**WSA RESPONSE:** A lieutenant from the firearms division appeared to purposely create conflict by bringing his family to the range during WSA time and telling on-duty range officers that it was okay. It was not okay, and Chief Deputy Oblad confirmed this. The following weekend, a similar situation occurred where two deputies started using a bay during WSA time and were told they had to shift to the public bay to continue to shoot.

The lieutenant responded to their text message in a hostile, unprofessional manner and gave incorrect information to the deputies, stating they could do whatever they wanted. WSA then made contact with Chief Deputy Oblad again, and he again confirmed the lieutenant was incorrect and stated he would clarify with everyone. Approximately two weeks later, two deputies again started shooting on a bay with no prior contact with the WSA and were again told that they would have to shift to the public bay. They left without issue. These are the only issues that our XO is aware of between WSA and DCSO-

**WSA RESPONSE:** Latest DCSO violation of the WSA contract, which resulted in disruption of scheduled events on Friday 080224 at 10:00hrs Firearms Div Lt and Sgt Adkins, another command officer and 2 new deputies arrived at Bay 1A at 10:00hrs without any pre coordination with the WSA XO with the excuse that 'we will only be 45min'. The WSA had activities scheduled in bay 1A that had to be moved to another bay. In the past, Sgt Adkin would have texted the WSA XO prior, and the XO would have ensured they were accommodated as he has done with every DCSO request in the past. This action goes directly against the policy that is laid out in the current contract and which has been confirmed multiple times by Chief Deputy Oblad, with the Lt CC'd on his responses to us saying this won't happen again. As the WSA continues to try to work with the DCSO, it seems the DCSO is disregarding our long-term mutually beneficial relation where open communication was the norm and is set on violating the contract in attempts to create the appearance of untenable situation where the WSA is an issue to their ability to train. In addition, 8/3/24 LE showed up as the ROs were getting off duty. We have it all day. Again, no coordination was attempted with WSA.

**WSA RESPONSE:** While reviewing the WSA website, it became apparent that “virtually unlimited private shooting” is a key tool for WSA to attract and retain range officers. This expectation, can lead to a misunderstanding of who, how, and when it is appropriate to utilize the facility.

**WSA RESPONSE:** Our range officers understand how to utilize the range during LE time, and there have been very few issues over the years. Again, there are 10 bays. During LE “exclusive range time” (with the exception of RO’s practicing on bays not being used by LE), WSA has provided LE with a gate that they may lock to keep non LE out of the bays LE is utilizing. Use of spare Bays by WSA RO’s during LE scheduled time is the primary benefit that WSA offers to incentivize RO’s to volunteer during the required 40 hours of volunteer time per year. Removing this benefit will make it nearly impossible to recruit range officers to work the public range (5,280 unpaid hours logged by volunteer RO’s during 2023).

## **Recommendations:**

If DCSO or other LE agencies expect exclusive use during LE hours, they should schedule that time. If DCSO expects all LE hours to be exclusive to LE, the contract should be revised to reflect that.

If DCSO or other LE agencies expect exclusive use during LE hours, they should schedule that time. If DCSO expects all LE hours to be exclusive to LE, the contract should be revised to reflect that.

**WSA RESPONSE:** See WSA Response above. Both parties should be able to negotiate needed changes in the RANGE USE AGREEMENT where required. However, doing away with the right of WSA RO’s to use unoccupied bays during LE use would destroy the incentive to volunteer. This, in turn, would limit the number of hours and days WSA could provide trained RO’s to accommodate public use. That, in turn, would destroy WSA’s ability to pay the expenses needed to keep the range open and in good repair.

Based upon the terms of the contract in section 5 (a)(b)(c), crossover usage by both parties is permitted during law enforcements hours. To eliminate conflict and liability issues, any future contractual arrangements to manage the range should not allow any crossover use.

[Why? There are 9 bays! Seems this could be worked out without such drastic, draconian measures.]

**WSA RESPONSE:** There have been no liability issues as explained throughout WSA's responses. Again, eliminating cross-over use would destroy the incentive for WSA RO's to volunteer. This appears to be an uneducated suggestion that takes information from DCSO command, who have very little knowledge of actual conflicts between LE and range officers using the range during LE time.-[why highlight conflicts when we are claiming there are few conflicts?]

WSARO's should not be permitted to utilize the facility outside of public hours.

**WSA RESPONSE:** Again, this would destroy the incentive of WSA RO's to volunteer for 40 hours a year. This suggestion was not made with proper input and feedback on the actual issues surrounding this topic and without the input from the previous POC's at the DCSO who historically were able to work through any and all potential conflicts between WSA volunteers and the DCSO.

## **Audit Item 2: Application and enforcement of sections 7(c) of the agreement;**

**Section 7(c) i. of the agreement reads as follows:**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - i. Individual members of the Association and immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.

### **Finding:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13](#)

[Appendix G: WSA Response to Auditor June 3](#)

Section 7 c. i. of the contract delineates that there are to be different user classifications; members and the general public. Members of the general public were to be charged a usage fee. This did not occur.



**WSA RESPONSE:** As explained above, this is not necessary because the ONLY users who incur charges for use of the range are members of the public. No one else pays a membership fee. These charges are classified as membership fees to avoid having to charge, collect and pay state sales tax. Most public members simply purchase a day pass membership. However, longer memberships that provide a discount per day are available. The whole issue involving the term “usage fees” in the contract is simply one of semantics. The County has accountants and financial auditors. If we are mistaken about the sales tax issue let us know and we will label the memberships as user fees if that does not create a sales tax issue for WSA, a non-profit. Membership’s income for the year of 2023 \$66,401.73 see Audit Appendix H. As also shown in Appendix H, 80% of the funds received were used for the benefit of of the range.

**Recommendation:**

If the County chooses to contract with an entity to manage the range, the entity must adhere to the terms of the contract.

**WSA RESPONSE:** WSA agrees. Every contract inherently contemplates adherence by both parties to a contract.

**Section 7 (c) ii of the agreement reads as follows:**

c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:

**WSA RESPONSE:** We do; we just don’t call it that. See why above.

ii. Employees of the Sheriff: as well as other employees of Davis County who are authorized or required to carry firearms in the course of their employment, and their immediate families shall not be deemed to be members of the general public and therefore shall not be charged a usage fee.

**WSA RESPONSE:** WSA agrees.

**Finding:**

Audit findings for this section were based upon:

Appendix A: Contract WSA

Appendix E: Auditor Asked Questions of WSA, Questions 14, 15

LE use during public time creates a liability conflict. Section 7 c. ii. of the contract clearly states that LE are not members of the public and are not to be charged for usage. In order to have insurance coverage by WSA during public hours, individuals (including LE) must become members of WSA and pay the membership fee. Because LE do not pay a fee, it is implied that

they are covered under the LE agency's insurance. In addition, LE are allowed to bring family members who may or may not be covered by LE agency's insurance and because they are not charged are not covered by WSA insurance. This sets up a potentially complex liability scenario.

**WSA RESPONSE:** Unfortunately, the auditors' assertion above reveals a gross lack of understanding of the RANGE USER AGREEMENT, the requirements of a civil liability lawsuit, the statutory protection of shooting ranges in the Utah Code and how commercial liability policies work.

Paragraph 12 of the USER AGREEMENT (Appendix A) requires WSA to purchase liability insurance so as to hold the County harmless from any claims of negligence by anyone injured on the range. Section 7 simply refers to who must pay to use the range and who doesn't have to. It has nothing to do with getting an insurance contract to defend WSA or the County. The only obligation WSA has is to provide liability coverage for itself and the County by purchasing a large liability policy. There is no requirement whatsoever in paragraph 12 to "cover" anyone else for an act of negligence, not the volunteers in their individual capacities, not police officers using the range, not members of the public using the range. The only named insureds are WSA and the County Through WSA (see face sheet of the policy in Appendix A).

Theoretically ANYONE injured on the range or near the range could bring a liability lawsuit against WSA and the County. This includes police officers, their families, volunteers, or any other person injured on or near the range. The right to bring a civil lawsuit is not limited to any classification of the individual. However, to recover damages against the named insureds, the injured person must prove that WSA, its agents or the County committed an act of negligence. If the injured person can't prove that, they cannot recover damages. But that is not all. The injured person must successfully defeat any and all potential defenses WSA has as a shooting range. And there are several potential defenses WSA has, two of which are provided by Utah statutes. These are set forth in a letter written by WSA's attorney consultant, **Mitch Vilos. Exhibit 1.** A third defense against civil lawsuits are waivers of the right to bring suit for injuries sustained while on the range. In any event, all persons, by virtue of the Assumption or Risk provision in the Utah Code, including LE members and their families, are deemed to have accepted the risk of injury by being on or near the shooting range premises. But even if an injured person can navigate around all of the legal defenses, WSA and the County are protected by the large commercial liability policy purchased annually by WSA. Simply by having this policy in force, which it has had for decades, WSA has fulfilled its obligation under the RANGE USE AGREEMENT, Section 12.

### **Recommendation:**

LE officers should not be permitted to train during public hours. If LE officers wish to utilize the range during general public hours, they should do so as a member of the Association or general public and be subject to the fees, rules and regulations of WSA. Liability for all individuals shooting during public hours should reside with WSA.

**WSA RESPONSE:** - See previous WSA response. There are 10 shooting bays at the Range allowing the range to be utilized by at least two groups simultaneously. The parameters of use by more than one group could be addressed to the County's satisfaction by amending the RANGE USE AGREEMENT to the satisfaction of both parties to the contract. As mentioned, WSA has had an enviable safety record for decades with multiple groups shooting on the range simultaneously in the past. WSA is willing to work with DSCO to add additional structure for the comfort of DSCO and WSA Safety Officers.

**Section 7 (c) iii, of the agreement reads as follows**

c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:

**WSA RESPONSE:** Again, the wording "collect a usage fee" in the AGREEMENT boils down solely to semantics. Rather than referring to it as a usage fee, WSA has been calling the money's collected from the general public a "membership fee" to avoid the members from having to pay sales tax for use of the range. Please let us know if our assumption about membership fees vs usage fees is correct. We assume Davis County has accountants, tax consultants or auditors who will know the answer to that issue without even having to look it up.

iii. The amount of the usage fee for members of the general public shall be proposed by the Association, which shall notify the County of such fees on an annual basis. The Association shall provide for a discounted fee for users who are Sixty (60) years of age or older.

**WSA RESPONSE:** WSA offers a discount for the membership fees collected for lengths of time exceeding one day. That should be considered "substantial compliance," not a breach. This can be changed without completely destroying WSA which has created a way to harness several thousand volunteer man hours annually to provide a safe place for the public to learn and practice safe gun-handling and marksmanship.

**Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 16, 17](#)

[Appendix G: WSA Response to Auditor June 3](#)

[Appendix I: Commission Response to Auditor](#)

The audit could not find any instance in which WSA notified the County of the amount charged for usage fees for members of the general public as described in section 7c.iii.

WSA provides a discounted price for senior annual memberships to utilize the range but not senior daily memberships. As noted above, general public usage fees were intended by the contract but not implemented by WSA.

**WSA RESPONSE:** Again, mere semantics. WSA collected over \$66,000 in membership fees in 2023 providing funds to keep the range safely operational.

While WSA has failed to notify and approve the fees associated with the range, it is clear that the County has also failed to clearly communicate who is responsible for the oversight of WSA and the range operations.

**WSA RESPONSE: !!!!** Again, WSA really misses the team of DCSO officers who, up until the past year, were assigned to work closely with WSA to work through such issues. We cannot explain why DCSO management has discontinued this extremely valuable assistance.

### **Recommendations:**

If the County chooses to contract with an entity to manage the range, the entity must adhere to the terms of the contract.

As the contractor, the County has a responsibility to oversee the management of the contract. If the County chooses to contract with an entity to manage the range, a clear point of contact/administrator of the contract should be given to WSA. This will ensure that clear and timely communication can occur. It will also provide accountability to each of the parties.

**WSA RESPONSE:** The actual former points of contact between the DCSO and WSA have been: Deputy Shelborn, Deputy Cragun, Deputy Carver, and Sgt. Adkin. WSA is anxious to coordinate range use with these officers again.

Regarding “The audit could not find any instance in which WSA notified the County,” The county did not provide a point of contact or mechanism of communication.

We had for many years a rep from the DCSO attending our meetings. We met at the sheriff’s office conference room and everything we covered was witnessed, including changes in the increase membership dues, accounting reports from meeting to meeting were given to them as well as many other item WSA covered. This has been the only point of contact provided to WSA by the County.

### **Section 7.iv of the agreement reads as follows:**

- c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:
  - iv. Eighty percent (80%) of the gross fees collected by the Association from the general public shall be dedicated and used for the improvements as described in Paragraph 9 below.

## Findings:

Audit findings for this section were based upon

[Appendix E: Auditor Asked Questions of WSA, Questions 18-21](#)

[Appendix G: WSA Response to Auditor June 3](#)

[Appendix H: Financials WSA](#)

[Appendix J: Corp Certificate of Registration](#)

[Appendix K: Expired Corp Certificate](#)

The terms of the contract clearly anticipate that there will be usage fees for the general public and for members of WSA. 7(c) i. clearly outline the expectation that the “general public” and members differ. Section 7(c) iv. Require that 80% of general public revenues be dedicated to improvements at the range. Throughout the audit, WSA was adamant that they do not charge daily user fees for the general public, but that individuals must become a member by purchasing a daily or an annual membership. This practice, is in direct conflict with the terms of the contract. WSA in their own words stated, “ (WSA) do **NOT** sell anything or have daily passes, as on our WEB site ([WSARANGE.COM](http://WSARANGE.COM)) we have membership dues.” As a result, WSA is in violation of the contract.

Appendix H shows the financial records provided to the Auditors by WSA. They illustrate that WSA did not track revenues in a manner that would allow WSA to comply with the contract. In addition, when questioned about their finances, WSA responded, “We are a club NOT a business. We are a corporation – domestic – Non-profit. We sell nothing and have no employees.” They continued, “There is no way to accurately determine the number of daily or annual memberships. Why? Because they are paid via cash, check, and online CC. All cash and checks received are deposited weekly as a lump sum. Credit card payments are received on line.”

During the interview with WSA, it became apparent that the financial tracking of revenues and expenses by WSA is limited. No formal accounting software is in place. This makes it impossible to evaluate whether or not a County asset (the range) is being managed in a fiscally responsible manner. The tracking of expense and revenue categories is critical for the implementation of the contract. Because this was not implemented, the 80% of public revenues was not collected and therefore cannot be accounted for.

A review of bank account balances shows that revenues for improvements have never been held in reserve. Based upon the interview with WSA, it is also probable, that WSA did not understand nor track the difference between ongoing maintenance and improvements and so no estimate of bank balance for improvements can be determined. By not tracking the improvement fund, WSA is in violation of the contract.

The methods used by WSA to account for all revenue as membership revenue, is in violation of the terms of the contract.

## Recommendations:

If the County chooses to contract with an entity to manage the range, a financial system must be set up that tracks revenues and expenses in a manner consistent with the contract.

Because WSA is not accounting for and classifying revenue in accordance with the terms of the contract with Davis County, **the contract should be terminated**. If in the future, the County chooses to contact with an entity to manage the range, that entity should abide by the terms of the contract.

**WSA RESPONSE:** Do the auditors understand the effort and potential expense it would take to reconstruct a team of hundreds of volunteer range officers to provide the service WSA's RO's have accomplished for decades? Again, the service provided by the RO's is completely voluntary. The incentive to provide this service for 40 hours a year each is to be able to use the bays not being used by LE or the public during daylight hours. In addition, WSA provides one nice meal per year for the RO's and their families "Meals (sic) & Entertainment" (Appendix H). During the meal ("annual RO meeting"), additional instruction is provided and possible safety or legal issues are discussed. Terminating the USE AGREEMENT is totally unnecessary and would wipe out an enormous volunteer force that has taken years to organize and accumulate.

Ultimately the County needs to provide clear direction on how they want it reported, which has not been provided by the contract or the County.

The County should provide adequate oversight of the contracted party, to insure they are performing according to the terms of the contact.

**WSA RESPONSE:** Until recently WSA has had oversight by DCSO through open communication with their assigned liaisons, who are listed above. Why DCSO discontinued this extremely beneficial relationship between WSA RO's and their few friendly officers is a mystery to us. We suggest the auditors and the Commission investigate why DCSO has done this.

Again, WSA has requested for more clarification from the County regarding what it expects WSA to do as far as accounting for monies collected and expenses paid. The County should not "kill the Golden Goose" (terminate WSA's management) which collects enough money through thousands of hours of volunteer service to keep the range running safely.

### Section 7 (c) v of the agreement reads as follows:

c. The Association shall charge and collect a usage fee from each member of the general public using the range, subject to the following conditions:

v. The County shall have the right, during reasonable business hours, to examine the ledgers and books of the Association to verify the amount of fees charged and collected by the Association from the general public.

**Finding:**

The audit could not verify any instance in which the County exercised the oversight provisions allowed with this section of the contract.

**WSA RESPONSE:** Oversight - Monthly meetings should be attended by Commission appointed liaisons. We would again welcome such oversight..

**Recommendation:**

The County should provide adequate oversight of the contracted party, to ensure they are performing according to the terms of the contact.

**WSA RESPONSE:** We agree.

**Additional Finding Relevant to the Financial Operation of WSA**

**Findings:**

It should be noted that WSA did provide a certificate of registration from the Utah Department of Commerce validating that they were a Corporation – Domestic – Non-Profit as of May 14, 2024 ([Appendix J](#)), after the audit commenced. An additional search of UDC certificates shows that WSA had not been registered as a corporation since August 26, 2013 ([Appendix K](#)). In addition, WSA did not pay taxes to the IRS for the last 5 years. This illustrates significant dereliction in the management of the shooting range.

Because no actual usage numbers are recorded, there is no way to validate the revenues that have been reported. When asked about usage, WSA stated, “There is no way to accurately determine the number of daily or annual memberships.” This is a significant weakness in the financial control structure of the operation. An inability to validate revenues provides the opportunity for fraud, waste and abuse.

**Recommendations:**

If the County chooses to contract with an entity to manage the range, the entity managing the shooting range must maintain a current.

Usage of the range, must be accurately recorded and measured against revenues received in order to better prevent the opportunity for fraud, waste and abuse.

**WSA RESPONSE:** We agree. We were behind on our taxes and getting our UDC certificate renewed. We started the correction process when we found out about being behind. The correction process was started years before the audit was ever brought up. The county did give us a use agreement extension per the use

agreement section 14. DEFAULT BY ASSOCIATION Auditor Appendix A of the contract to complete the process and we thank them for that.

## **Audit Item 3: Range Improvements at the range in accordance with section 9 of the agreement;**

**Section 9 of the agreement reads as follows:**

### **Improvements**

- a. The Association shall maintain the improvements on the range in good condition, normal wear and tear excepted.
  
- b. The Association may, with the prior approval of the County, construct, install, repair, remodel, or replace improvements upon the premises. Such improvements shall become part of the property and may not be removed by the Association upon the termination of this Agreement. The County shall not be obligated in any way to compensate the Association for the costs of the construction, installation, repair, maintenance, or remodeling of such improvements. Notwithstanding the foregoing, in the event the Association shall construct, install, repair or remodel improvements on the premises for a cost of \$10,000 or less, the Association shall only be obligated to notify the County of such improvements, rather than obtain approval.
  
- c. The Association may use the existing improvements or improvements constructed or installed by the County during the term of this Agreement, subject to the rules of the range, and shall maintain such improvements in good and sanitary condition, subject to normal wear and tear, and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

### **Findings:**

Audit findings for this section were based upon:

**Appendix E: Auditor Asked Questions of WSA, Questions 18-21, 25**

**Appendix I: Commission Response to Auditor**

The intent of the contract was that improvements would be made to the range, not just routine maintenance. Because revenues were not tracked appropriately, the County has missed a significant opportunity to provide upgraded and improved facilities for law enforcement and the general public.

The revenue structure utilized by WSA is not adequate to operate the range and address long term capital project improvements. As a result, no capital improvements have been completed over the last 5 years.



Davis County has not clearly defined who the point of contact for WSA with the County is. This has contributed to poor communication and measurement of contractual expectations.

**Recommendation:**

The County must clearly define a department or person within the County to act as an administrator over the contract with the entity in which the County contracts to manage the range. This person should provide the outside entity with guidance as needed and ensure they are fulfilling their obligations as defined in the contract. This will include the timely collection of data on an annual basis; such as insurance certificates, financials, capital improvement plans, funds restricted for improvements, and any other terms agreed to as defined in the contract.

**WSA RESPONSE:** We completely agree. Had the county provided such a "go to" person, it's arguable that all accounting issues could have been caught and resolved immediately. WSA would love to have such a go-to person. Surely the Auditor's office could assist us with tax advice regarding "use fees" or "membership fees" for a non-profit!

The tracking of expense and revenue categories (classifying revenue) was expected by the IRS and Utah Tax Commission which WSA has complied with. There were no improvements planned after COVID. Revenue significantly decreased post COVID and WSA has had funds only to maintain the range operations; expenses were greater than our revenue at times. Now that the COVID threat is no longer keeping citizens away from public ranges, we expect revenue to continue to increase. This should eventually provide a surplus allowing WSA to plan long-term improvements. We would appreciate any recommendations from DCSO or the County Commissioners. Incidentally, many long-term improvements to the range in the past were provided by volunteer labor rewarded by range use of unscheduled/unused bays during LE and public scheduled times.

## **Audit Item 4: The Security System in Accordance with Section 10 of the Agreement;**

**Section 10 of the agreement reads as follows:**

**SECURITY SYSTEMS**

- a. The parties acknowledge that a security system has been implemented by the Association at the premises. The Association shall provide the County with administrative access for the viewing of the cameras connected to the system.
  
- b. The Association acknowledges that during Law Enforcement hours, those using the range may be involved in training that would place participants in a

vulnerable position if other individuals were able to view the training. As a result, the Association agrees to allow the County to turn off the security cameras during such training periods. The County agrees that after the training is completed, it will re-enable the security cameras.

### **Findings:**

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Questions 22, 23](#)

[Appendix I: Commission Response to Auditor](#)

The audit found that WSA has complied with implementing a security system.

The County has done a poor job of overseeing and administering the shooting range. There is a gap in communication between WSA and the County due to the County not having a single point of contact for WSA.

DCSO is unclear as to how to access and utilize the security system in regards to turning it on/off. Per the response by WSA, an administrator is required to turn it off. DCSO is not an administrator of the security system and therefore can only re-direct cameras.

### **Recommendations:**

Davis County needs to clearly define a point of contact between the contracted organization and the County. Regarding security cameras, this contact should be an individual in DCSO. The process for when the cameras are to be turned off and who can turn them off should provide a way for DCSO to administer this without assistance.

**WSA RESPONSE:** The camera control -- initially the DCSO would unplug the cameras and forget to turn them back on or they would forget to turn them off before they started training. Per our past agreement with our DCSO contacts, we agreed to have our programmer set a time to turn the cameras off and then turn the back on according to DCSO's schedule. The times were suggested by our DCSO Reps. This practice/informal agreement had been working for years with no problem. We miss having our DCSO contacts to work with. Commissioners, please encourage the sheriff's office to once again provide such helpful liaison as they did up until about a year ago.

**Audit Item 5: Insurance in Accordance with Section 12 of the Agreement; Section 12 of the agreement reads as follows:**

## INSURANCE

The Association shall obtain and maintain general liability insurance in an amount of at least Two Million Dollars (\$2,000,000.00) combined single limits and Two Million Dollars (\$2,000,000.00) aggregate per occurrence. The insurance policies shall be issued by a reputable insurer and be evidenced by a certificate of insurance, a copy of which the Association shall deliver to the County upon request.

### Findings:

Audit findings for this section were based upon:

[Appendix E: Auditor Asked Questions of WSA, Question 24](#)

[Appendix I: Commission Response to Auditor](#)

[Appendix J: Corporate Certificate Registration](#)

[Appendix L: Legal Opinion of Davis County Attorney's Office;](#)

WSA provided the Auditor with the Common Policy Declarations and related forms and endorsements for the commercial general liability insurance carried by WSA as well as the Common Policy Declarations and related forms and endorsements for the excess liability insurance carried by WSA. The Auditor provided these documents to the Davis County Attorney's office for review.

Based upon the review of these documents by the Davis County Attorney's Office, there are several significant concerns. It is strongly encouraged that the reader of this report read the entirety of Appendix L to fully understand the 37 issues raised during the review. For example, the insurance company issuing the policy to WSA does not hold a certificate of authority to do business in the State of Utah.

Based on the information provided to the Auditor, there are significant questions about whether the insurance policy would have provided any coverage in the event of an accident at the range.

As WSA was not registered as a non-profit from 2013 through May 2024, even though they had purchased insurance policies during this period of time, it is questionable if the policy would have covered an incident since they were not a registered legal entity.

During the contract period, the County did a poor job of overseeing the administration of the shooting range and the liability associated with it.

### Recommendations:

If the County chooses to continue to contract with an outside organization, it must require the organization to remedy all of the concerns relating to insurance listed in Appendix L in order to provide adequate liability coverage.

Any organization that the County contracts with in the future must stay current with its registration as a legal entity.

Any contract in the future, must do a better job of defining the expectations of the County and follow-up by the County regarding insurance requirements and the annual filings of incorporation in order to protect the interests of the County.

**WSA RESPONSE:** Paragraph 12 of the USER AGREEMENT (Appendix A) requires WSA to purchase liability insurance so as to hold the County harmless from any claims of negligence by anyone injured on the range. Section 7 simply refers to who must pay to use the range and who doesn't have to. It has nothing to do with getting an insurance contract to defend WSA or the County. The only obligation WSA has is to provide liability coverage for itself and the County by purchasing a large liability policy. There is no requirement whatsoever in paragraph 12 to "cover" anyone else for an act of negligence, not the volunteers in their individual capacities, not police officers using the range, not members of the public using the range. The only named insureds are WSA and the County Through WSA (see face sheet of the policy in Appendix A).

Theoretically ANYONE injured on the range or near the range could bring a liability lawsuit against WSA and the County. This includes police officers, their families, volunteers, or any other person injured on or near the range. The right to bring a civil lawsuit is not limited to any classification of the individual. However, to recover damages against the named insureds, the injured person must prove that WSA, it's agents or the County committed an act of negligence. If the injured person can't prove that, they cannot recover damages. But that is not all. The injured person must successfully defeat any and all potential defenses WSA has as a shooting range. And there are several potential defenses WSA has, two of which are provided by Utah statutes. These are set forth in a letter written by WSA's attorney consultant, Mitch Vilos. Exhibit 1. A third defense against civil lawsuits are waivers of the right to bring suit for injuries sustained while on the range. In any event, all persons, by virtue of the Assumption or Risk provision in the Utah Code, including LE members and their families, are deemed to have accepted the risk of injury by being on or near the shooting range premises. But even if an injured person can navigate around all of the legal defenses, WSA and the County are protected by the large commercial liability policy purchased annually by WSA. Simply by having this policy in force, which it has had for decades, WSA has fulfilled it's obligation under the RANGE USE AGREEMENT, Section 12.

See EXHIBIT 2 & 3 for insurance requirements and compliance

## **Audit Item 6: Bylaws, Financial Controls, Policy & Processes of the Association**

WSA has no formal financial policies or procedures.

**Appendix E: Auditor Asked Questions of WSA, Question 25**

**WSA RESPONSE:** True, the RANGE USE AGREEMENT offers no specifics in this regard. Appendix H, an itemization of membership funds received and expenses paid was the best WSA's "blue collar" volunteer Board members could come up with. We are "all ears" as car dealer Ken Garff always says.

## **Audit Item 7: Revenue from the general public – 5 years**

WSA does not track and record gross revenues collected from the general public, all revenue is classified and recorded as membership revenue, see Audit Item 2,

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13, 18](#)

**WSA RESPONSE:** True, See item 2 WSA response

## **Audit Item 8: Revenue from Membership Fees – 5 years**

All revenue is classified and recorded as membership revenue, see Audit Item 2.

WSA provided revenue and expense on a spreadsheet, see:

[Appendix E: Auditor Asked Questions of WSA, Questions 9-13, 18](#)

[Appendix H: Financials WSA](#)

**WSA RESPONSE:** See item 2 WSA response

## **Audit Item 9: Any other revenues received by the Association**

All revenue is classified and recorded as membership revenue, see Audit Item 2,

[Appendix E: Auditor Asked Questions of WSA, Question 18](#)

[Appendix H: Financials WSA](#)

**WSA RESPONSE:** True, See item 2 WSA response

## **Audit Item 10: Range improvements including \$ amount for last 5 years**

No range improvements have been made over the last 5 years, as stated by WSA in Audit Item 3,

[Appendix E: Auditor Asked Questions of WSA, Questions 20, 21](#)

**WSA RESPONSE:** True, See item 3 WSA response

## **Audit Item 11: All Association expenses – 5 years**

WSA provide the Auditor's Office with lump sum expenses for 5 years. No detailed accounting of expenses exists, see [Appendix H: Financials WSA](#).

**WSA RESPONSE:** They did not ask for detailed accounting. We can provide

## **Audit Item 12: Balance in reserve year/year**

WSA doesn't hold a balance in reserve in accordance with section 7 iv. of the contract.

**WSA RESPONSE:** The WSA has maintained uninterrupted insurance coverage as required by contract Shooting Range Use Agreement Item #12. See current policy and response to Audit Appendix L for further information.

**WSA RESPONSE:** True, See item 2 section 7 (c) iii

## **Audit Item 13: Events and rental fees. Are other groups or entities using the range? Has the Association contracted with other groups or entities?**

**WSA RESPONSE:** Groups using the range for training/events/matches collect fees from each shooter and submit those funds to the treasurer. This statement is incorrect.

## **Audit Item 14: Organization Chart, turnover of key individuals – 5 years**

As reported to the Auditor, the only key position WSA has had turnover at over the last five years is the Training Safety Officer, see [Appendix M](#).

**WSA RESPONSE:** Turnover is based on who we can get to run for office which is very hard to do. If and when the County desires to provide a member who wants to run for office I will be glad not run against them. No one want's the job and we keep doing it because no one else will.

## **Conclusion:**

The primary reason the County owns a shooting range is so law enforcement can have a safe and secure facility in which to train. In order to properly assign liability, law enforcement and public use of the range must not overlap. It is recommended that public usage be limited to weekends (Friday evening through Sunday night) and if feasible one evening during the week. All other time should be reserved exclusively for law enforcement use.

**WSA RESPONSE:** This was the original and primary reason the County built the range, but it helped to have the public supplement the cost of maintaining it, and the County does not need to stretch their resources just to dedicate maintenance for LE alone. As explained above, the range having ten (10) separate bays makes it

large enough to accommodate range officer use during LE days and vice versa. When DCSO had deputies coordinating with the WSA XO both entities have been able to safely utilize the range for decades. WSA Range Officer use of vacant bays during LE time is their only incentive to each serve 40 hours a year volunteering as range safety officers. Likewise, LE officials should be able to practice gun handling and marksmanship during public use in vacant bays in addition to formal training. Their willingness to do this on their own time is an asset to law enforcement and the public, not a liability. The only requirement that needs to be firmly established is that whichever group intends to use vacant bays during the other group's days should inform the person in charge (LE Commander in charge; WSA XO in charge) of that intent and calendar these extra-curricular shooting events for the bay in which the event is to be held.

WSA has lacked fiduciary and liability management during the period of the contract. These facts are made evident throughout various findings of the audit. Due to the lack of management, the Auditor recommends that the County seek another entity or management model in order to operate the range during public hours.

**WSA RESPONSE:** This is not true. WSA's enviable safety record for decades strongly belies this statement. WSA's ability to motivate its highly competent range safety officers to work thousands of volunteer hours annually is a testimonial to the competence of WSA's managing board.

The auditors admit WSA has received very little training or advice about how to establish and maintain its financial records. WSA is willing to receive additional training in this regard. There is no reason for the County to terminate its relationship with WSA, especially when the auditors admit that any deficiencies in establishing and maintaining account records is as much the Counties fault as it is WSA's.

Any management contract or model should consider the need to provide adequate time for LE training, mitigation of County liability, the sustainability of the business model (funding of operations, maintenance, and improvements) and the need to serve public demand in order to mitigate nuisance and/or public safety issues.

**WSA RESPONSE:** WSA agrees this should be the goal. Although the WSA accounting reports are not a paragon of accounting excellence, Appendix H shows that WSA's management plan employing hundreds of unpaid volunteers to man the range has resulted in maintaining a cash surplus for the past five (5) years. This is in spite of the COVID pandemic, a time in which thousands of private business failed. And this while maintaining an unparalleled record of public safety.

If there have been any complaints from LE about sharing the range with WSA's range safety officers when there are vacant bays, it appears that these complaints are few in number. WSA believes strongly that there would have been no complaints had DCSO continued the services of its former range liaison officers who were diligent in coordinating and scheduling range use between DCSO and WSA. Discontinuing the use of the range in vacant bays by WSA's RO's would totally eliminate their incentive to serve without pay. It's their unpaid service that enables the range to stay open and maintain a positive cash flow. This, in turn, provides a place for the public to enjoy the range without the need to charge exorbitant range entry fees and to allow senior citizens to participate at a discounted rate.

Again, the auditor's complaint about WSA not charging a "use fee" is a non-issue. They call it a "user fee," WSA calls it a "membership fee." The truth is that money comes in and 80% of that money is used to pay ongoing expenses. The auditors do not mention what improvements they believe are needed. Not one. Many of the improvements on the range were built and are maintained with volunteer labor "paid for" by allowing the volunteers to schedule range time in unoccupied bays during daylight hours.

In order for the shooting range to succeed in the future, the County must clearly determine a formal mission statement for the facility. Once the mission is in place, the County must set up an operational structure that supports these goals and adequately measures performance to ensure the long-term sustainability of the operation.

**WSA RESPONSE:** Finalizing a "mission statement" for WSA would not be difficult (especially with a little help from DCSO liaison deputies as in the past). The mission statement would include maintaining a shooting range for continuous and uninterrupted Law Enforcement training while still providing a safe and reasonably-priced place for the public (especially Davis County residents) to engage in the shooting sports.

An added benefit neither side has mentioned is that providing the range for public use at reasonably inexpensive rates reduces the temptation for citizens to shoot in the foothills during the hot, dry fire-danger months. As far as we are aware, there have been no fires caused as a result of range use at the WSA range for as long as the range has been at this location.



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Personal Injury Law  
Firearms Law

EXHIBIT 1

31 July 2024

Davis County Commission/Auditors

Re-: RANGE USE AGREEMENT between Davis County and Wahsatch Shooters Association (WSA)

Dear Commissioners,

I have been licensed to practice law in the state of Utah since 1978. My areas of concentration are, as indicated in my letterhead above, personal injury law and firearms law. I have participated in liability cases both for plaintiffs (usually injured persons) and defense (persons or organizations being sued). I have written books relating to the right of self-defense (*"Self-Defense Laws of All 50 States"*) and Utah's firearms laws (*Utah Gun Law*, Editions I through V).

Because of the areas of concentration of my law practice, I can certainly understand the County's desire to protect itself from liability for incidents occurring on property it rents to WSA. The contract between the parties clearly states WSA is to maintain liability insurance protection against injury on the premises and hold the County harmless. WSA has done so. Nevertheless, the Commissioners and Attorney for the County may not be aware of Utah statutes that, in addition to WSA's insurance contract, provide significant legal protection to WSA and the County in the event of an accidental injury. For example, Utah Code Annotated ("UCA") 47-3-201. Assumption of Risk, was enacted specifically to protect the owners and operators of Utah shooting ranges from liability claims. The following incident illustrates this statute's effectiveness in defending shooting ranges from liability.

I have acted as a volunteer legal consultant to WSA for at least two decades. In response to an alleged minor personal injury, I responded to a law firm claiming WSA was liable for the injury. I informed the plaintiff's law firm that WSA was protected by Utah's range "assumption of risk" law cited above. To my knowledge after learning of that statute, the law firm representing the allegedly injured person did not pursue any action against WSA or make a claim against WSA's insurance carrier. My legal research database Westlaw lists no appellate cases annotating this code section where plaintiffs have been able to get around the protections afforded by this Utah Code section.

I'm not saying WSA does not need or should not have liability coverage, it is required by the RANGE USE AGREEMENT and WSA has purchased such coverage costing several thousand dollars per year.

Nevertheless, the protections afforded by UCA 47-3-201 provide a formidable defense to personal injury claims against shooting ranges in Utah. Furthermore, the County, as a political subdivision, is potentially protected against civil negligence suits by Utah Government Immunity Act (Title 63g, Chapter 7) unless immunity is waived. There does not appear to be an express waiver of immunity relating to shooting ranges located on land owned by counties, § 63G-7-301. Waivers of immunity.

Finally, each and every person who becomes a member of the range, whether for a day or longer, signs a waiver of any right to bring a civil lawsuit against the range as follows:

In consideration for being allowed to enter or participate in recreational shooting on the Wahsatch Shooters Association range (WSA). I hereby release WSA and all of its volunteers, officers, board members and any and all entities, whether private, nonprofit, political or otherwise, from any and all liability, claims, demands and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me/my minor child, whether caused by the negligence or gross negligence of the releasees or otherwise, arising out of or related to my/my child's use of the WSA facilities. I hereby covenant not to sue for injuries or damage to me or my child or our property. I hereby bind myself, my child's legal guardian or our agents, heirs, and attorneys to this agreement. I agree that I or those bringing the claim will pay WSA's attorney fees and costs, and any other expenses related to bringing such claim. If any part of this waiver is held invalid for any reason, I agree that all other parts shall be binding upon me, my child, my heirs, agents, attorneys or assigns.

Any plaintiff that attempts to file a lawsuit against WSA or the county must defeat these significant legal hurdles before WSA and the County's commercial liability policy is ordered by a court or jury to pay damages.

Sincerely,

[Electronically Signed]

James D. "Mitch" Vilos  
JDV/mv  
Cc: WSA Board

## EXHIBIT 2

Dear Commissioners

This is to affirm that, contrary to your Legal Counsel's interpretations within the policy forms, everything is valid and in order within the general liability and excess liability policies issued by Cincinnati Specialty Ins. Co. (CSU), a surplus lines company.

The policies are valid and in force and I encourage you to allow Wahsatch Shooters Association of Davis County to immediately reopen in order to retain the good will of citizens who rely on WSA for their recreation, practice and proficiency shooting to avoid losing more membership dues. Although the policies are in compliance, WSA is hesitant to reopen under fear that your Legal Counsel would object.

One of the main concerns of your Counsel was that CSU is not authorized to do business in Utah. This is because this company is in the same category of insurers as Lloyds of London called Excess & Surplus Lines companies who write risks that standard markets won't write. They are not "admitted" carriers but are "nonadmitted" carriers who write policies from applications from surplus lines brokers or agents. I have many written policies through many other Surplus Lines companies either because the risk fell into the Export List that prohibits standard companies from writing due to the risk, or because a risk got rejected from my standard companies because of their past losses, financial problems, conditions of operations, or many other reasons.

They are not subject to the state's guarantee fund in case of insolvency. However that just isn't going to happen to a company financially rated A+ Superior by AM Best.

Below are links to the Utah Insurance Department describing Excess & Surplus Lines insurance and the Utah Code under Title 31A, Insurance.

<https://insurance.utah.gov/licensees/insurers/excess-surplus-lines/>

[https://le.utah.gov/xcode/Title31A/Chapter15/31A-15-P1.html?v=C31A-15-P1\\_1800010118000101](https://le.utah.gov/xcode/Title31A/Chapter15/31A-15-P1.html?v=C31A-15-P1_1800010118000101)

Also here is a link to AM Best financial rating of CSU:

<https://www.google.com/search?q=cincinnati+Specialties+underwriters+AM+Best+rating&ie=UTF-8&oe=UTF-8&hl=en-us&client=safari>

I am in the process of writing up a full response to all of Counsel Kendall's questions and concerns. It will be included in the final response packet from the WSA board that will be turned in by the August 8, 2024 deadline.

I believe we could have avoided a lot of this had Counsel simply called and I could have provided explanations of how insurance policies are constructed, the reasons for certain language and code citations. Insurance is complex and it is better to learn from someone experienced with 46 years as an agent and 4 years as a property & casualty claims adjuster than to try to self learn by reading a policy without any tutorials. I also served nearly 30 years on the Insurance Department's agent licensing examination review committee.

Please provide WSA the okay to reopen immediately while you continue your review of the audit.

Thank you for your consideration.

Curt Oda

## EXHIBIT 3

### Commercial General Liability Policy

I provide the following items of note or concern relating to the provisions of this insurance policy (Please note, however, that the following is not meant to be an exhaustive list):

1) This insurance policy excludes any occurrence which takes place after the named insured ceases to be a tenant of the premises. It is therefore likely that this policy will not cover any bodily injury or damage arising at times when the named insured is not contractually permitted to be utilizing the leased premises.

##) The policy is restricted to the premises that is leased to the named insured. If the lease ceases, WSA is no longer contractually permitted to utilize or operate on the designated premises. Therefore, if the insured is not contractually permitted to utilize the premises, they could not conduct any of their regular operations on the premises specified on the policy. The policy would not respond unless the occurrence takes place prior to the end of the contract and that the claim is made prior to the expiration of the policy. There would be no reason for the insurer to continue providing coverage.

2) The "Named Insured" under the policy is Wahsatch Shooters Association. However, this corporation, as of at least May 16, 2024, is registered with the Utah Department of Commerce, Division of Commerce and Commercial Code is Wahsatch Shooters Association of Davis County. The named insured under the insurance policy should be identical to the name of the corporation as registered with the Utah Department of Commerce, Division of Commerce and Commercial Code. The policy should use the name of the named insured throughout the policy or if this named is a defined term, then the defined term should be used throughout the policy.

##) We were not aware of the name change but that is not a problem. The name is being corrected now. This would not have affected coverage as it can be easily proven that the entity is the same and there was no intent to deceive.

3) This policy notifies the policyholder as follows: "The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28, Guaranty Associations."

##) CSU or Cincinnati Specialties Underwriters is in the same category as Lloyds of London called Excess & Surplus Lines (E&S) insurers who write risks that standard markets won't write, in other words, high risk. Standard companies are called "Admitted" and E&S are called "Nonadmitted" who write policies from applications from agents and brokers. Nonadmitted cannot openly market, only write as they receive applications. I have written many policies through many E&S companies either because the risk fell into the Export List that prohibits standard companies from writing them at all or because the risk

got rejected from my other standard companies due to their past losses, financial problems, conditions of operations, or many other possible reasons. However, that just isn't going to happen to a company financially rated A+ Superior by AM Best. Plus, CSU is backed by the strength of its parent company, Cincinnati Insurance.

Below are links to the Utah Insurance Dept website describing Excess & Surplus Lines Insurance and the Utah Code under Title 31A.

<https://insurance.utah.gov/licensees/insurers/excess-surplus-lines/>

[https://le.utah.gov/xcode/Title31A/Chapter15/31A-15-P1.html?v=C31A-15-P1\\_1800010118000101](https://le.utah.gov/xcode/Title31A/Chapter15/31A-15-P1.html?v=C31A-15-P1_1800010118000101)

Also here is link to AM Best financial rating of CSU:

<https://www.google.com/search?q=cincinnati+Specialties+underwriters+AM+Best+rating&ie=UTF-8&oe=UTF-8&hl=en-us&client=safari>

4) This policy is not signed by an authorized representative.

## There is no statutory requirement for the policy to be signed by an authorized representative of the insurer. Statute is silent on that.

5) The limits of insurance under this policy are as follows:

- a) Each Occurrence Limit - \$1,000,000.00
- b) Damage to Premises Rented to You - \$100,000.00 (Any one premises)
- c) Medical Expense Limit – Excluded
- d) Personal & Advertising Injury Limit - \$1,000,000.00 (Any one person or organization)
- e) General Aggregate Limit - \$2,000,000.00
- f) Products/Completed Operations Aggregate Limit - \$2,000,000.00.

## No Response Needed

6) Coverage A – Bodily Injury and Property Damage Liability of this policy excludes any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law. I recommend that the contractor obtain, for the duration of any contract with Davis County a workers' compensation insurance policy, and provide a copy of that policy to Davis County.

## This is a General Liability policy. It is not a Workers Comp Policy. All General Liability policies exclude workers Comp. It also does not cover Disability Income nor Unemployment Insurance.

A workers compensation policy can be written on volunteers for WSA. They have no employees. The policy would only cover medical and 65% of the normal minimum wage of that volunteer, IF his physician declares him unable to do the work necessary.

Just for simple calculations, there were 5,280 hours of volunteer work by 200 volunteers. As an average,

that only works out to 26.4 hours per volunteer. If that holds true, then a volunteer's work is worth  $26.4 \times 7.25 = -\$191.40$  per week pretax.  $65\%$  of  $191.40 = 4124.41$  per week. Standard waiting periods and doctor's disability declarations stating the volunteer cannot work will apply.

7) Coverage A – Bodily Injury and Property Damage Liability of this policy excludes bodily injury to an employee of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured's business as well as bodily injury to the spouse, child, parent, brother or sister of that employee. I recommend that the contractor obtain, for the duration of any contract with Davis County, an employer's liability insurance policy, and provide a copy of that policy to Davis County.

## Since all personnel are volunteers, Employer's Liability is not available.

8) Coverage A – Bodily Injury and Property Damage Liability of this policy excludes damage to Property, which provides 10 times the coverage than the 'damage to premises rented to you' coverage.

## It took me a bit to decipher the question, but I believe the reference is to "Damage to Property You Rent." All liability policies have a standard exclusion for property of others in the insured's care custody or control. However, most policies will grant some coverage with a basic limit, which in this case is \$100,000. WSA decided to forgo property insurance a couple of years ago to cut back on costs.

9) Supplementary Payments Coverages A and B Supplement – Some of the indemnitee defense provisions are contrary to the contract terms. For example, no defense will be provided if the insured's interests and the indemnitee's interests are contrary, the insurance company selects counsel and the same counsel represents both the named insured and the indemnitee, and the defense ends when the applicable insurance limits are met.

## The normal situation would be that the insured is the most culpable and an indemnitee in the suit may be culpable in some way, but without any known conflict between the insured and indemnitee, the company is just saying they will defend the indemnitee as long as all of the conditions are met as outlined in the policy under Supplementary Payments, Section 2 on page 9 of 17 in the current policy form CG00 01 04 13. There isn't anything contrary since there cannot be any known conflicts.

10) The most that will be paid under the policy for damage to premises rented to you is \$100,000.00.

## This item is related to item #8 above. \$100,000 is the standard limit in the policy. I would have to check if higher limits might be available.

11) The policy excludes access or disclosure of confidential or personal information and data-related liability. If this is a concern for Davis County in this contractual relationship, Davis County should consider requiring the contractor to carry a separate data-related liability policy.

## Cyber Liability would need to be written on a separate policy with a company that has special monoline policies available.

12) Indemnification coverage for fire damage to the premises is excluded.

## This item is again related to item #8 and #10 above. This part is the main exclusion for property of others in the insured's care custody and control, the leased property. This is overridden by the specific coverage limit of \$100,000 for damage to property rented to the insured.

13) Coverage under Section I – Coverage C – Medical Payments is deleted and does not apply, and none of the references to it in the Coverage Part of the policy apply.

## Medical Payments is a good will coverage offered to low risk operations. It is a 'no fault' coverage in case a third party is injured on the premises. In the case of WSA anyone who is injured would now have to claim under the liability part and prove negligence.

14) In order to receive coverage under the policy all of the following must be performed:

a) Shooting ranges:

1. Post in open and easily visible areas copies of all course and range rules;
2. Require the use of protective shooting glasses for all participants and guests while at or on a firing position;
3. Require the use of earplugs or other protective hearing equipment for all participants and guests while at or on a firing position; and
4. Require use of gun storage racks or storage facilities when guns are not in use

b) Firing ranges:

1. Target ranges will be screened by an embankment on three sides to absorb both bullets and noise;
2. Target pits will be constructed in such a manner that they will shield any occupant from ricochet;
3. Prohibit any guest, customer, participant or member from entering the field or target area; and
4. Post warning signs during firing period

I recommend that the foregoing provisions should be part of any contract or agreement between Davis County and the named insured.

## These are standard requirements of all insurers I've worked with. It only makes sense and every legitimate range already practices these safety measures. I know WSA does have necessary signs posted and the RO's are very attentive of safety wear by everyone near the firing line.

15) Davis County may be an automatic additional insured under this policy, but only if the contract between the parties requires that Davis County be added as an additional insured.



## Unless there is a contractual requirement to add an Additional Insured, insurers would hesitate. The contract describes the relationship as well as what is expected between the parties. Just to add an Additional Insureds would be very risky for the insurer who ends up insuring unexpected exposures.

16) This policy does not apply to bodily injury, property damage, and personal and advertising injury caused by or arising out of any loss, claim or "occurrence" between members of any organization, club, fraternity, sorority or society. Members include active, inactive, local or national members, or any other person who was a member at any point in time.

## This exclusion is to prevent collusion and fraud and no policy will allow suits between members to have the organization's policy pay for damages.

17) This policy requires a \$1,000 deductible payment per claim for bodily injury liability and/or property damage liability combined.

## Most policies on high-risk entities will require a liability deductible for each "claim" filed. This helps keep the insured aware of his operational procedures, following the proper protocols and assure future insurability.

18) This policy is limited to bodily injury or property damages caused by an occurrence taking place at the premises designated or personal and advertising injury caused by an offense committed at the premises designated. The premises designated appears to be 1649 E 650 N, Kaysville, UT 84037.

## Yes, this policy is premises specific and only covers Bodily Injury or Property Damage cause by negligence on part of the insured. We also have to keep in mind Utah's Range Immunity/Assumption of Risk Statutes. An insurance policy is a backup.

19) This policy does not apply to bodily injury, property damage or personal and advertising injury that in any way, in whole or in part, arises out of an actual, threatened or alleged:

- a) Assault or battery whether caused by or at the instigation or direction of any insured, their employees, patrons or any other person;
- b) Failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery;
- c) Failure to provide an environment safe from assault or battery, including but not limited to failure to warn of the dangers of the environment that could contribute to assault or battery;
- d) Failure to render or secure medical treatment or care necessitated by any assault or batter;
- e) Negligent investigation or reporting or failure to report any assault or batter to property authorities;  
or
- f) Negligent: Employment; Supervision; Training; Retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by the Assault or Battery exclusion

above.

## All liability policies exclude Assault & Battery committed by the insured. In some cases, it can be purchased as an endorsement. A&B is usually considered an intentional act and would not be covered.

20) This insurance does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering of or failure to render those activities and services which are directly related to the instruction and supervision of students and that only a certified teacher, or person otherwise legally eligible to teach, in the jurisdiction where you operate can provide.

## This exclusion is referring to Professional Liability of teachers or instructors. Utah holds Concealed Firearms instructors harmless unless his action is egregious or gross negligence or intentional.

21) This policy excludes bodily injury, property damage, and personal and advertising injury arising out of, or alleged to arise out of any of the following:

- a) Any bump stock, bump fire or other device, attachment or accessory intended to increase the firing rate of any firearm to that approaching the firing rate of an automatic weapon;
- b) Any exploding target devices;
- c) Any firearms or firearm assemblies manufactured, sold, or distributed without serial numbers;
- d) Any binary trigger or drop-in auto sears;
- e) Any magazine with capacity greater than 30 rounds; or
- f) The ownership, rental, use, handling, design, manufacture, distribution, sale, transport, receipt, maintenance or repair, disposal, or advertising of any "80% Lower Receiver" or "80% Lower Jig Kit".

"80% Lower Receiver" means any receiver blank, casting, machined body, or object in which the fire control cavity area is completely solid, unmachined or has not reached the stage of manufacture which would result in the classification of a fire-arm according to the Gun Control Act.

"80% Lower Jig Kit" means any tools, measurements, instructions, or physical guides for fabricating an "80% lower receiver" or frame into a working firearm.

I recommend that the foregoing provisions should be part of any contract or agreement between Davis County and the named insured. I further recommend that named insured adopt rules addressing all of the foregoing.

## This may be put into the contract but it should only be a requirement to post these restrictions and perhaps add it to the waiver each member signs that says these items are banned and any injury or damage they cause to themselves or other is fully their responsibility. If a member is found to be in violation, they will be asked to remove those items to their car. If they won't comply, they will be asked to leave. If they won't leave then they must be advised that they are now committing criminal trespass and failure to leave will then require calling the Sheriff's office.

22) Defense costs are included within limits of insurance. I recommend that this be removed and that the obligations relating to defense costs do not end when the insurance limits are exhausted.

## Defense Costs “Are” outside of the liability limits, separate to settlement amounts.

However, it will be included within the limits of insurance only for situations involving:

Class Action

Mass Shooting(s)

Government Actions

23) The policy contains a firearm product exclusion

## This exclusion only applies for bodily injury or property damage arises from WSA using, handling, manufacturing, selling, distributing, maintaining, repairing, disposing or advertising of any firearm or product regulated under the National Firearms Act (NFA), also known as Title II Firearm(s).

Since WSA does none of this, there is no concern.

24) Based on the policy’s firearms marketing limitation, I recommend that any contract with Davis County preclude the named insured from creating, using, approving, endorsing, or disseminating any marketing, advertising, promotion, or publicity of an insured’s product, or a product that incorporates or is used in tandem with an insured’s product in violation of any local, state, or federal laws.

## There probably isn’t any concern but Davis County may insert this restriction into the contract.

### **Excess Liability Policy**

I provide the following items of note or concern relating to the provisions of this insurance policy (Please note, however, that the following is not meant to be an exhaustive list):

- 1) This insurance policy excludes any occurrence which takes place after the named insured ceases to be a tenant of the premises. It is therefore likely that this policy will not cover any bodily injury or damage arising at times when the named insured is not contractually permitted to be utilizing the leased premises.

## The response here is the same as the response to item #1 in the Commercial General Liability Policy section above.

- 2) The “Named Insured” under the policy is Wahsatch Shooters Association. However, this corporation, as of at least May 16, 2024, is registered with the Utah Department of Commerce, Division of Commerce and Commercial Code is Wahsatch Shooters Association of Davis County. The named insured under the insurance policy should be identical to the name of the

corporation as registered with the Utah Department of Commerce, Division of Commerce and Commercial Code. The policy should use the name of the named insured throughout the policy or if this named is a defined term, then the defined term should be used throughout the policy.

## We were not aware that the name had been changed upon the new May 16, 2024 issuance of the corporation from Wahsatch Shooters Association to Wahsatch Shooters Association of Davis County. This is an easy fix and has already been requested.

3) This policy notifies the policyholder as follows: "The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28, Guaranty Associations."

## The response here is the same as the response to item #3 in the Commercial General Liability Policy section above.

4) This policy is not signed by an authorized representative.

## The response here is the same as the response to item #4 in the Commercial General Liability Policy section above.

5) The limits of insurance under this policy are as follows:

- a) Each Occurrence Limit - \$1,000,000.00;
- b) Personal & Advertising Injury Limit - \$1,000,000.00 (Any one person or organization);
- c) Products/Completed Operations Aggregate Limit - \$2,000,000.00; and
- d) General Aggregate Limit - \$2,000,000.00.

## This statement is *incorrect*. This is the "Excess Liability" section and the limits shown are the limits in the Commercial General Liability (CGL) policy as the underlying limits that this Excess section becomes excess to. The Excess limit is \$1Mill per occurrence and \$1Mill Aggregate. If you add the two policies' limits, you end up with \$2Mill per occurrence and \$3Mill Aggregate.

6) This policy excludes any loss, cost or expense caused by or resulting from any of the following auto coverages:

- a) First-party physical damage coverage;
- b) No-fault coverage;
- c) Personal injury protection or auto medical payments coverage; or
- d) Uninsured or underinsured motorists' coverage.

I recommend Davis County consider requiring automobile insurance in any contract between

Davis County and the named insured.

## All liability policies exclude anything to do with auto insurance because that can be better served on an Auto Insurance policy, with a couple of minor exceptions. In some cases, we could add Hired and Employers Nonowned Auto Liability, but due to the type of risk WSA is with 200 volunteers, companies will not offer that. Perhaps making sure every volunteer has their own auto policy with at least \$100,000 Liability, \$100,000 Uninsured & Underinsured Motorist, Basic PIP (No Fault). We shouldn't care if the volunteers don't want physical damage coverage for his/her own vehicle. That would be up to him/her.

7) This policy excludes any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law. I recommend that the contractor obtain, for the duration of any contract with Davis County, a workers' compensation insurance policy, and provide a copy of that policy to Davis County.

## The response The response here is the same as the response to item #7 in the Commercial General Liability Policy section above.

8) Under this policy, the insurance company has no duty to defend any insured or participate in the settlement or defense of any claim, suit or proceedings.

## Under all Excess or Umbrella policies, the company controls the defense and/or settlement and they have the right but not a duty. The named insured cannot take any action or make any attempt to defend or settle without the company being initially involved and by explicit clearance of the company.

9) There is only optional coverage for any additional insured and the option is up to the first named insured.

## Additional Insured is covered if they are shown on the underlying CGL policy.

10) This policy does not provide auto insurance; it is excluded.

## The response for this is the same as the response on item #6 in this Excess section above.

11) This policy has an employer's liability exclusion, which precludes coverage to an employee of an insured arising out of and in the course of employment by the insured or performing duties related to the conduct of any insured's business.

## This is an exclusion for workers compensation situations. Work related injuries are not covered on CGL policies. This is the same response as items #6 and #7 in the CGL section above.  
12) This policy does not apply to any claim or suit for damage or loss caused by or arising out of injury to any contractor or subcontractor, any employee of a contractor or subcontractor, or the spouse, child, parent, brother or sister of any person identified above.

## This exclusion applies to injuries to contractors or subcontractors who do work for WSA. They should have their own workers comp policy but that does not preclude them from suing WSA.

### I encourage WSA to obtain, from all future contractors and subcontractors, a certificate of General liability insurance that has at least \$1Mill per occurrence and \$2Mill Aggregate limits for Premises/Operations and Products/Completed Operations, and names Wahsatch Shooters Association of Davis County as an Additional Insured.

13) This policy does not apply to any loss or damage to any property or premises you or any insured rent or lease, you or any insured temporarily occupy, or loaned to you or any insured. This means that the damage to rented premises under the Commercial General Liability Policy and this policy is \$100,000.00.

## This item is again related to items #8, #10 and #12 in the Commercial General Liability section above. This part is the main exclusion for property of others in the insured's care custody and control, the leased property. This is overridden by the specific coverage limit of \$100,000 for damage to property rented to the insured.

## WSA Audit response

The Davis County Sheriff's Office appreciates the opportunity to respond to the audit conducted on Wahsatch Shooters Association (WSA) by the Davis County Auditor's Office in July 2024. We also appreciate all the work put into the audit by the Auditor's Office and would like to offer the following comments and recommendations.

The Davis County Sheriff's Office has a great need for the Fruit Heights shooting range as the Sheriff's Office is responsible for the firearms training and certification for all the law enforcement officers that work within the Sheriff's Office. Starting this year, the Sheriff's Office is also in charge of firearms training for school guardians and other employees of the Davis County School District.

Many other law enforcement agencies in Davis County use the shooting range for their firearms training including Layton, Utah Adult Probation and Parole, North Salt Lake, Davis County Attorney's Office, Syracuse, Kaysville, Clearfield, Utah Division of Natural Resources, Federal Protective Service, Sunset, Internal Revenue Service, Dept. of Defense, Farmington, US Customs, US Treasury, Bountiful, and Hill AFB, among others.

The Sheriff's Office also has an interest in keeping a public range open so that citizens in Davis County have a place to safely use firearms. We believe in the future it will be important to make sure the range is available to the Sheriff's Office and to other law enforcement agencies during all weekdays and evenings.

We recognize there have been some conflicts in the use of this range in the past. Both the Sheriff's Office and the WSA have many people in their organizations, and it seems like both groups had a difficult time getting information and expectations down to their respective end users. There have been incidents during law enforcement hours, where WSA personnel have used portions of the range while law enforcement training was in progress on other parts of the range. There have also been incidents during WSA hours where Sheriff's Office personnel have used portions of the range not being used by WSA. In both cases, there were times that this was not an issue and times when it created a conflict or confrontation, depending on the people involved. Another problem we have encountered from time to time was the WSA personnel showing up to the range during law enforcement hours prior to 5:00 p.m. to set up for their time after 5:00 p.m. We believe these problems with WSA are easily resolvable with a little coordination, clear delineation of times and enforcement from both organizations. The best practice would be nobody else on the range while law enforcement is conducting training and certification.

We believe one of the biggest problems with the contract has been the inability of the County to hold the WSA accountable when they are not following the contract. Members of the County Commission are not typically at the range, and it seems to have been unclear who in the county administration is responsible for enforcing terms of the contract. We believe the range is in need of significant improvements both for law enforcement training and as a public shooting ground. The previous contract anticipated that improvements would be made through the reinvestment of funds generated by fees charged for use of the range; however, it appears few if any improvements have been made on the range in many years. It is also difficult for the Sheriff's Office to know what amount of improvements should have been made/could have been made as the Sheriff's Office is not included in any reports of the amount of money coming in to WSA or going out. In looking at the financial records provided by WSA as part of this audit, it is very difficult to understand, and it appears the County has missed

### WSA Audit response

significant opportunities for improvement. We believe that any future contract with WSA or any other group should include, not only a mechanism for monitoring the finances under the contract, but also a mechanism for determining what improvements should be made to the range. It is our hope that the Sheriff's Office will be included in the decisions regarding future improvements to the range.

The Sheriff's Office agrees with the audit finding that WSA should not be authorized to use the range during law enforcement hours. Due to the increase of firearms training needed by the Sheriff's Office and other law enforcement agencies starting this year, there will be increased use of the range by law enforcement. This increase in use will include training Davis County School District employees. The range will need to be reserved exclusively for law enforcement training Monday through Thursday all hours of the day and Fridays until 5:00 p.m. If there is to be public use of the range, it will only be allowed on Friday after 5:00 p.m., Saturday and Sunday.

The Sheriff's Office and other law enforcement agencies are in need of a classroom at the range. The building currently being used to house the computer and equipment could be used as a classroom with a minimum of effort. We believe that any future contract should specify that at least a portion of this building be set aside as a classroom and that the classroom be available to law enforcement during the law enforcement specified hours. This would help everyday but especially on inclement weather days of instruction.

The Sheriff's Office fully agrees with the audit statement that the primary purpose of the range is for law enforcement training. High quality training on adequate facilities is essential to the safety of our public. The Sheriff's Office is committed to providing the best possible training to our peace officers and we believe this should be a priority for all Davis County Leaders. Law enforcement needs notwithstanding, the Sheriff's Office fully supports maintaining public access to the range and is not opposed to the WSA or another company managing the range as long as whatever group is selected abides by the contract. We believe the contract should be specific about making improvements on the range, being transparent with the money collected and spent, and honors the law enforcement days on the range as exclusive with no public access on law enforcement days. Further, we believe the County should be clear about who supervises the contract and enforces terms of the contract.