

NEW HARMONY VALLEY SPECIAL SERVICE DISTRICT

ADMINISTRATIVE CONTROL BOARD MEETING

May 28, 2025

**KOLOB FIRE STATION
1388 South Old Hwy 91
7:00PM**

Meeting Minutes

I. Meeting Called to Order: Ryan Frisby

- a. The meeting was called to order at 7.07 pm.

II. Pledge of Allegiance: By Invitation.

III. Attendance: Cathye Huckaby.

- a. Board Members Present: Ryan Frisby, Vice Chairperson; John Southwick, Treasurer; Eric Kerns, Member; Tim Beam, Member; Cathye Huckaby, Board Clerk/Office Manager.
- b. Board Members Absent: Pat Fleckenstein Chairperson.
- c. Harmony Valley Fire Department: Fire Chief Jim Banks.
- d. Fire Association: Tamra Banks, Member, Mary Ellen Southwick.

IV. Reading and Approval of Previous ACB Meeting Minutes: Ryan Frisby.

- a. April 16, 2025, meeting minutes were emailed to each Administrative Control Board (ACB) member prior to the meeting. Each member of the ACB had a chance to review the minutes and make suggested changes. No changes were requested (See Attached).

Motion: A motion was made by Eric Kerns that the ACB Meeting Minutes for April 16, 2025, be approved as reviewed. John Southwick seconded the motion. Motion carried unanimously by all present.

V. Financial Report: John Southwick/Cathye Huckaby.

- a. NHVSSD Balance Sheet dated 5-27-2025, was reviewed (See Attached).
- b. NHVSSD Budgets vs Actuals FY 2025; January – December 2025, as of 5-27-2025 was reviewed (See Attached).
- c. NHVSSD Expense Report from 04-01-25 to 5-27-2025 was reviewed (See Attached).

Motion: Eric Kerns made a motion that the financial reports be approved as reviewed and discussed. Tim Beam seconded the motion. Motion carried unanimously by all present.

VI. Chairperson Report: Pat Fleckenstein

- a. Chairperson Fleckenstein had a medical emergency and could not attend
- b. Webmaster: At the previous meeting the board discussed the need for a NEW webmaster. Since that time John has spoken with Streamline and now has access to the site. It was suggested that John be nominated as the NHVSSD Webmaster.

Motion: Eric Kerns made a motion that John Southwick be appointed as the new webmaster. Tim Beam seconded the motion. Motion carried unanimously by all present.

VII. 2025 Board Position (3) Elections- Declaration of Candidacy: Cathye Huckaby.

- a. The filing period will open June 2 – June 9, 2025. All applications must be received back to the Clerk before 5:00pm June 9, 2025 (See Attached).
- b. Notifications were made on the Utah Public Notice Website, Spectrum Newspaper (See Attached) and the local community Facebooks pages.

VIII. Hinton Burdick: Cathye Huckaby.

- a. The Engagement letter with Hinton Burdick was received, reviewed and signed.

Motion: John Southwick made a motion that the Hinton Burdick engagement letter be approved and signed. Eric Kerns seconded the motion. Motion carried unanimously by all present.

- b. The Office of the State Auditor Self-Audit report has been completed by the Board Clerk as an internal audit and turned over to Hinton Burdick Accounting Firm for an independent audit. It is currently at the 2nd level review.
- c. The 2024 OSA- Financial Report has been completed by Hinton Burdick received, reviewed and approved with one change, that line 2 be corrected to reflect the correct date. (See Attached.)

Motion: Eric Kerns made a motion that the OSA Financial report as prepared by Hinton Burdick be approved and submitted. John Southwick seconded the motion. Motion carried unanimously by all present.

IX. Fire Mitigation and Prevention: John Southwick.

- a. The DNR / NHVSSD fire mitigation program is in effect. Chipping started May 28, 2025. Approximately 22 people signed up. John reviewed each site and took photos to assist DNR staff. Due to popular requests a 2nd round may occur in fall.
- b. The reflective signs will be ready soon. The Fire Association paid for signs in advance, each person placing an order will reimburse the Association with a \$20-\$25-dollar donation.

X. Board Member's Report:

- a. Zion has offered us a free Shuttle Bus. Follow up at the next meeting.

XI. Fire Chief's Report: Jim Banks.

- a. Burn Season will be coming to a close.
- b. The BLM-DNR meeting with local residence was well attended. Tamra Banks did an excellent job notifying those residents whose property backs up to BLM land where mitigation is most needed. Seventy-two lots are affected, and 56 owners were present, 6 attended by zoom. There is a recording of the presentation available if needed.
- c. The new Engine is expected to arrive mid-July.
- d. John W., who sustained an injury while putting out a vehicle fire, is recovering. WCF Insurance has been excellent to work with on his behalf.
- e. Thank you to the Fire Association for hosting this year's Pancake Fund Raiser. It was very successful.
- f. Chief Banks proposed painting the interior of the Kolob Station and replacing the carpet with a cost not to exceed \$5000. The volunteers will do the work.

Motion: Eric Kerns made a motion that the Board agree to the proposed interior painting of Kolob Station and carpet replacement, with a cost not to exceed \$5000. John Southwick seconded the motion. Motion carried unanimously by all present.

XII. Office Manager's Report: Cathye Huckaby.

- a. The Workers Compensation Audit has been submitted to WCF Insurance and due to stipend increases the premium will increase by \$432,00.
- b. We need a formal light-duty resolution and Chief Banks will present one to the board at the next meeting.

XIII.

XIV. Fire Association Reports: Tamra Banks.

- a. Community Clean-up will be 5-31-25.

XV. Community Remarks:

- a. No community remarks.

XVI. Meeting Adjourned: Ryan Frisby

- a. Meeting Adjourned at 8:14pm

Motion: John Southwick made a motion to adjourn the ACB Meeting. Eric Kerns seconded the motion. Motion carried unanimously by all present. Meeting adjourned.

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632-9992 (English) or (800) 877-8339 (TTD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.”

Attachments:

Agenda 5-28-25

Utah Public Notice of Meeting SYSTEM Under renovation unable to post till 6-13-2025

ACB Meeting Minutes 4-16-25

NHVSSD Balance Sheet as of 4-15-2025

NHVSSD Budget vs Actuals January – December 2025 as of 4-15-25

Expense Report 3-1-2025 – 4-15--205

2025 Declaration of Candidacy

Affidavit of Publication Local Q

Utah Public Notice Board Positions

Hinton Burdick Engagement Letter

2024Financial Certificate

NEW HARMONY VALLEY SPECIAL SERVICE DISTRICT
Administrative Control Board Hearing
May 28, 2025
7:00pm

KOLOB FIRE STATION
1388 South Old Hwy 91

Agenda

- I. Open Meeting: Pat Fleckenstein**
- II. Pledge of Allegiance: By Invitation**
- III. Attendance: Cathye Huckaby.**
- IV. Review/Approval of Meeting Minutes: Pat Fleckenstein**
- V. Financial Reports: John Southwick/Cathye Huckaby.**
 - **Balance Sheet.**
 - **Budget vs Actuals.**
 - **Expenditures.**
- VI. Chairperson Report: Pat Fleckenstein**
 - **Assign a Webmaster for the Website.**
 - **Light Duty Resolution.**
 - **Cedar City MOU**
 -
- VII. 2025 Board Position Elections- Declaration of Candacy.**
- VIII. Hinton Burdick**
 - **Engagement letter**
 - **Self-Audit**
 - **Financial Report**
- IX. Fire Mitigation and Prevention: John Southwick**
- X. Board Member Report: Board**
- XI. Fire Chief Report: Jim Banks**
- XII. Report Office Manager: Cathye Huckaby**
- XIII. Fire Association Reports:**
- XIV. Community Remarks:**
- XV. Meeting Adjourned:**

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Balance Sheet

New Harmony Valley Special Service District

As of May 27, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Loan Escrow Account - Fire Truck	566,000.00
State Bank - Building Fund	577.46
State Bank - Capital Projects	0.48
State Bank - Contingency Fund	38,692.50
State Bank - General Fund	131,480.29
State Bank - Impact Fees	259,549.93
Total for Bank Accounts	\$996,300.66
Accounts Receivable	
Other Current Assets	
Due from other governments	14,694.79
Uncategorized Asset	-1.00
Total for Other Current Assets	\$14,693.79
Total for Current Assets	\$1,010,994.45
Fixed Assets	
General Fixed Assets	\$240.00
Buildings and Improvements	380,101.17
Emergency Vehicles	361,334.00
Land	8,750.00
Machinery and Epuipment	132,621.40
Total for General Fixed Assets	\$883,046.57
Total for Fixed Assets	\$883,046.57
Other Assets	
Construction in Progress	
Total for Other Assets	0
Total for Assets	\$1,894,041.02
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	93.11
Total for Accounts Payable	\$93.11
Credit Cards	
Other Current Liabilities	
Accounts Payable	
Accrued Interest Payable	
Total for Other Current Liabilities	0

Balance Sheet

New Harmony Valley Special Service District

As of May 27, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Current Liabilities	\$93.11
Long-term Liabilities	
2023 Bond B2406 Fire Truck	566,000.00
General Long-Term Debt	0
CIB Lease	
USDA - 1	
USDA - 2	
Total for General Long-Term Debt	0
Total for Long-term Liabilities	\$566,000.00
Total for Liabilities	\$566,093.11
Equity	
Retained Earnings	963,623.52
Net Income	47,517.61
Amount to be Provided for GLTD	-566,000.00
Investment in Fixed Assets	882,806.78
Opening Bal Equity	
Total for Equity	\$1,327,947.91
Total for Liabilities and Equity	\$1,894,041.02

New Harmony Valley Special Service District

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Charge for Services	10,599.39	7,500.00	3,099.39	141.33 %
Contribution from Fund Balance		43,660.00	-43,660.00	
Donations		500.00	-500.00	
Grants		10,000.00	-10,000.00	
Impact Fee Revenue	12,950.00	30,000.00	-17,050.00	43.17 %
Property Tax	50,169.70	158,830.00	-108,660.30	31.59 %
Total Income	\$73,719.09	\$250,490.00	\$ -176,770.91	29.43 %
GROSS PROFIT	\$73,719.09	\$250,490.00	\$ -176,770.91	29.43 %
Expenses				
Administration	275.91	2,000.00	-1,724.09	13.80 %
Accounting (HintonBurdick)	4,000.00	12,000.00	-8,000.00	33.33 %
Chief Banks	4,000.00	12,000.00	-8,000.00	33.33 %
Office Manager	2,696.25	12,000.00	-9,303.75	22.47 %
Total Administration	10,972.16	38,000.00	-27,027.84	28.87 %
Call out reimbursement	11,040.00	25,000.00	-13,960.00	44.16 %
Contracted Services	635.00	11,000.00	-10,365.00	5.77 %
Drug Testing	60.00	0.00	60.00	
Lexipol	3,929.09	0.00	3,929.09	
Streamline Web Services	1,213.53		1,213.53	
Total Contracted Services	5,837.62	11,000.00	-5,162.38	53.07 %
Debt Service		33,000.00	-33,000.00	
Election Costs		5,000.00	-5,000.00	
Emergency Medical Response		3,500.00	-3,500.00	
Insurance		15,000.00	-15,000.00	
Liability Insurance		0.00	0.00	
Workers Comp	982.00	0.00	982.00	
Total Insurance	982.00	15,000.00	-14,018.00	6.55 %
Misc		2,500.00	-2,500.00	
Operations Maintenance & Repair	29.98	25,000.00	-24,970.02	0.12 %
Equipment Repair	10,440.09	0.00	10,440.09	
Fuel	1,490.07	0.00	1,490.07	
Total Operations Maintenance & Repair	11,960.14	25,000.00	-13,039.86	47.84 %
Purchase of Fixed Assets		5,000.00	-5,000.00	
Safety Equipment	385.33	20,000.00	-19,614.67	1.93 %
Helmets	303.62		303.62	
Other	0.00	0.00	0.00	
Turn-Outs	619.37		619.37	
Total Safety Equipment	1,308.32	20,000.00	-18,691.68	6.54 %
Station Supplies	10.63	8,000.00	-7,989.37	0.13 %
Bay Station Supplies	539.50	0.00	539.50	
Office Supplies	495.55	0.00	495.55	

New Harmony Valley Special Service District

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

January - December 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Printing	191.76	0.00	191.76	
Total Office Supplies	687.31	0.00	687.31	
Small Machinery & Equipment	360.00		360.00	
Total Station Supplies	1,597.44	8,000.00	-6,402.56	19.97 %
Training	4,040.00	10,000.00	-5,960.00	40.40 %
Fire School	2,384.00	0.00	2,384.00	
Total Training	6,424.00	10,000.00	-3,576.00	64.24 %
Travel, Meals, Mileage		1,500.00	-1,500.00	
Hotels	253.00	0.00	253.00	
Meals	378.55	0.00	378.55	
Total Travel, Meals, Mileage	631.55	1,500.00	-868.45	42.10 %
UTILITIES	325.00	10,400.00	-10,075.00	3.13 %
Gas and Electric	1,394.05	0.00	1,394.05	
Internet Access	735.25	0.00	735.25	
Waste Dumpster	391.09	0.00	391.09	
Total UTILITIES	2,845.39	10,400.00	-7,554.61	27.36 %
Total Expenses	\$53,598.62	\$212,900.00	\$ -159,301.38	25.18 %
NET OPERATING INCOME	\$20,120.47	\$37,590.00	\$ -17,469.53	53.53 %
Other Income				
Interest Income	2,409.80	7,000.00	-4,590.20	34.43 %
Sale of Assets	25,000.00		25,000.00	
Total Other Income	\$27,409.80	\$7,000.00	\$20,409.80	391.57 %
Other Expenses				
Contribution to Fund Balance		33,930.00	-33,930.00	
Interest Expense	12.66	10,660.00	-10,647.34	0.12 %
Total Other Expenses	\$12.66	\$44,590.00	\$ -44,577.34	0.03 %
NET OTHER INCOME	\$27,397.14	\$ -37,590.00	\$64,987.14	-72.88 %
NET INCOME	\$47,517.61	\$0.00	\$47,517.61	0.00 %

New Harmony Valley Special Service District

Selected	Date	Type	No.	Payee	Category	Total	Approval Status	Action
	05/12/2025	Check	4521	Streamline	Streamline Web Services	\$1,213.53		
	05/12/2025	Check	4520	Malcolm Tonneson	Equipment Repair	\$1,052.06		
	05/12/2025	Check	4519	L.N. CURTIS & SONS	Turn-Outs	\$619.37		
	05/12/2025	Check	4518	Scott Alishouse	Small Machinery & Equipment	\$360.00		
	05/12/2025	Check	4517	Siddons Martin Emergency Group	Equipment Repair	\$804.00		
	05/12/2025	Check	4516	Republic Services	Waste Dumpster	\$78.22		
	05/12/2025	Check	4515	ROCKY MOUNTAIN POWER	Gas and Electric	\$107.54		
	05/12/2025	Check	4514	Hinton Burdick CPAs & Advisors	Accounting (HintonBurdick)	\$1,000.00		
	05/12/2025	Check	4513	Western Pest Control	UTILITIES	\$65.00		
	05/12/2025	Check	4512	Banks, James	--Split--	\$7,599.18		
	05/12/2025	Check	4511	Cathye Huckaby	Office Manager	\$101.25		
	04/16/2025	Check	4510	Shell Small Business	Fuel	\$419.00		
	04/10/2025	Check	4509	Scott Alishouse	--Split--	\$440.00		
	04/10/2025	Check	4508	Heber Barlow	--Split--	\$320.00		
	04/10/2025	Check	4507	Kristen Carter	--Split--	\$640.00		
	04/10/2025	Check	4506	Richard Carter	--Split--	\$720.00		
	04/10/2025	Check	4505	Warren Dutson	--Split--	\$160.00		
	04/10/2025	Check	4504	Chris Fryer	Training	\$40.00		
	04/10/2025	Check	4503	Maddalyn Goodman	--Split--	\$200.00		
	04/10/2025	Check	4502	Wes Goodman	--Split--	\$1,000.00		
	04/10/2025	Check	4501	Clair Hansen	--Split--	\$520.00		
	04/10/2025	Check	4500	Roxanne Hansen {volunteer}	--Split--	\$280.00		
	04/10/2025	Check	4499	DAVID OSBORN	--Split--	\$320.00		
	04/10/2025	Check	4498	Malcolm Tonneson	--Split--	\$380.00		
	04/10/2025	Check	4497	Don Williams	--Split--	\$880.00		
	04/10/2025	Check	4496	John Wray	--Split--	\$280.00		
	04/10/2025	Check	4495	Richard Carter	--Split--	\$192.54		
	04/10/2025	Check	4494	VISA	--Split--	\$1,093.33		
	04/10/2025	Check	4493	EnBridge	Gas and Electric	\$262.23		

Selected	Date	Type	No.	Payee	Category	Total	Approval Status	Action
	04/10/2025	Check	4492	UTAH VALLEY UNIVERSITY	Training	\$900.00		
	04/10/2025	Check	4491	INTERMOUNTAIN WORK MED	Drug Testing	\$30.00		
	04/10/2025	Check	4490	Republic Services	Waste Dumpster	\$103.00		
	04/10/2025	Check	4489	ROCKY MOUNTAIN POWER	Gas and Electric	\$107.06		
	04/10/2025	Check	4488	Hinton Burdick CPAs & Advisors	Accounting (HintonBurdick)	\$1,000.00		
	04/10/2025	Check	4487	Western Pest Control	UTILITIES	\$65.00		
	04/10/2025	Check	4486	Jim Banks	--Split--	\$2,601.76		
	04/10/2025	Check	4485	Cathye Huckaby	Office Manager	\$862.50		

NEW HARMONY VALLEY SPECIAL SERVICE DISTRICT

ADMINISTRATIVE CONTROL BOARD MEETING

April 16, 2025

**KOLOB FIRE STATION
1388 South Old Hwy 91
7:00PM**

Meeting Minutes

I. Meeting Called to Order: Pat Fleckenstein

- a. The meeting was called to order at 7.03 pm.

II. Pledge of Allegiance: By Invitation.

III. Attendance: Cathye Huckaby.

- a. Board Members Present: Pat Fleckenstein Chairperson; Vice Chairperson; John Southwick, Treasurer; Eric Kerns, Member; Tim Beam, Member; Cathye Huckaby, Board Clerk/Office Manager.
- b. Board Members Absent: Ryan Frisby.
- c. Harmony Valley Fire Department: Fire Chief Jim Banks.
- d. Fire Association: Tamra Banks, Member, Mary Ellen Southwick.

IV. Reading and Approval of Previous ACB Meeting Minutes: Pat Fleckenstein.

- a. March 19, 2025, meeting minutes were emailed to each Administrative Control Board (ACB) member prior to the meeting. Each member of the ACB had a chance to review the minutes and make suggested changes. No changes were requested (See Attached).

Motion: A motion was made by Eric Kerns that the ACB Meeting Minutes for March 19, 2025, be approved as reviewed. John Southwick seconded the motion. Motion carried unanimously by all present.

V. The Oath of Office to Tim Beam: Cathye Huckaby.

- a. The Oath of Office was administered to newly appointed Board Member Tim Beam by Cathye Huckaby, Board Clerk (See Attached). He then took his seat on the Board.

VI. Financial Report: John Southwick/Cathye Huckaby.

- a. NHVSSD Balance Sheet dated as of 4-15-2025, was reviewed (See Attached).
- b. NHVSSD Budgets vs Actuals FY 2025; January – December 2025, as of 4-15-2025 was reviewed (See Attached).
- c. NHVSSD Expense Report from 03-01-25 to 4-15-25 was reviewed (See Attached).

Motion: Eric Kerns made a motion that the financial reports be approved as reviewed and discussed. Tim Beam seconded the motion. Motion carried unanimously by all.

VII. Chairperson Report: Pat Fleckenstein

- a. Chairperson Fleckenstein and Chief Banks met with Washington County Commissioner Inversion regarding the following projects:
 - The road and station expansion proposal started by former Chairperson Clay Huckaby.
 - They discussed the needs of the district in general and introduced them to our new Chairperson.
- b. They both also attended the Water Conservatory Meeting.
- c. Chairperson Fleckenstein suggests that a more formal MOU with Cedar is now in order. Further discussion to follow.

VIII. Fire Mitigation and Prevention: John Southwick.

- a. The Fire Mitigation Program is ready to launch. A committee has been established. John wants to add "Ready Set Go" to the HVFD Webpage. The DNR fire mitigation meeting is scheduled for April 26th at Mountain Springs Water Department. Tamra Banks is assisting with notification. Meeting pertains primarily to residence whose property backs up to BLM, and whereon Forestry will need access. Seventy-one parcels total have been identified.

IX. Board Member's Report:

- a. No reports

X. Fire Chief's Report: Jim Banks.

- a. Burn Season will remain open until about May 15th or longer depending on the weather.
- b. There have been 27 calls to date, compared to 29 calls this time last year.
- c. The Tatra Engine failed. This could be a substantial expense. JD Mobile is working to determine what is needed.
- d. The new Engine is expected around the beginning of June 2025.
- e. Zion engine has been sold and picked up.
- f. The Chief attended the Iron County Chiefs meeting and the UFRA Meeting.
- g. Chief Banks is looking into enrolling the department in to the State Funded Cancer Screening Program for early detection of cancer among firefighters.

XI. Office Manager's Report: Cathye Huckaby.

- a. The Workers Compensation Audit has been submitted to WCF Insurance.
- b. The yearly Utah Gov. Trust Insurance questionnaire audit has been submitted. Premiums will be adjusted accordingly. We did add the "Fly-over" coverage to the drone.
- c. We have incurred our 1st workers compensation injury. John Wray injured his knee while responding to a vehicle fire and is receiving treatment. The incident was witnessed by several other members of the department. His surgery was last week and went well.

- d. WCF would like to know if the NHVSSD has light duty assignments? A formal policy needs to be written.
- e. When need a person to take over the Webpage.

XII. Fire Association Reports: Tamra Banks.

- a. The date for this year's pancake breakfast will be May 3, 2025.
- b. Community Clean-up will be 5-31-25.

XIII. Community Remarks:

- a. No community remarks.

XIV. Meeting Adjourned: Pat Fleckenstein

- a. Meeting Adjourned

Motion: John Southwick made a motion to adjourn the ACB Meeting. Eric Kerns seconded the motion. Motion carried unanimously by all present. Meeting adjourned.

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Attachments:

Agenda 4-16-25

Utah Public Notice of Meeting 4-15-25, 4-23-2025

NHVSSD Public Sign-in Sheet 4-16-25

ACB Meeting Minutes 3-19-25

Oath of Office Time Beam 4-16-2025

NHVSSD Balance Sheet as of 4-15-2025

NHVSSD Budget vs Actuals January – December 2025 as of 4-15-25

Expense Report 3-1-2025 – 4-15--205

2025 MUNICIPAL DECLARATION OF CANDIDACY

Please note that the information on this form may be available to the public in accordance with Utah State Code 63G-2-301 and 63G-2-201.

FIRST NAME (as it will appear on the ballot)

MIDDLE NAME (as it will appear on the ballot)

LAST NAME (as it will appear on the ballot)

for the office of _____ for the _____ (two or four-year) term

for the city/town of _____.

State of Utah

County of _____ } ss.

I, _____, being first sworn and under penalty of perjury, say that I reside at _____

Street, City of _____, County of _____, state of Utah, Zip Code _____, Telephone Number (if any) _____;

that I am a registered voter; and that I am a candidate for the office of _____

(stating the term). I will meet the legal qualifications required of candidates for this office. If filing via a designated agent, I attest that I will be out of the state of Utah during the entire candidate filing period. I will file all campaign financial disclosure reports as required by law and I understand that failure to do so will result in my disqualification as a candidate for this office and removal of my name from the ballot. I request that my name be printed upon the applicable official ballots.

Email Address
(one that is closely monitored)

Candidates must provide the filing officer with an email address at the time of filing if the candidate wishes to display a candidate profile on the Statewide Electronic Voter Information website. [20A-9-203\(4\)\(c\)\(iv\)\(B\)](#)

Signature of Candidate
(must be signed in the presence of the filing officer)

Subscribed and sworn to before _____ on this _____
(filing officer name) (month/day/year)

(Seal)

(City or town)

(Date Received)



PLEDGE OF FAIR CAMPAIGN PRACTICES

(Utah Code §20A-9-206)

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of Utah has a moral obligation to observe and uphold, in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their right to a free election, and that the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

I SHALL conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing, without fear or favor, the record and policies of my opponents that I believe merit criticism.

I SHALL NOT use, nor shall I permit the use of, scurrilous attacks on any candidate or the candidate's immediate family. I shall not participate in, nor shall I permit the use of, defamation, libel, or slander against any candidate or the candidate's immediate family. I shall not participate in, nor shall I permit the use of, any other criticism of any candidate or the candidate's immediate family that I do not believe to be truthful, provable, and relevant to my campaign.

I SHALL NOT use, nor shall I permit the use of, any practice that tends to corrupt or undermine our American system of free elections, or that hinders or prevents the free expression of the will of the voters, including practices intended to hinder or prevent any eligible person from registering to vote or voting.

I SHALL NOT coerce election help or campaign contributions for myself or for any other candidate from my employees or volunteers.

I SHALL immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf of my candidacy or in opposition to that of an opponent, to methods in violation of the letter or spirit of this pledge. I shall accept responsibility to take firm action against any subordinate who violates any provision of this pledge or the laws governing elections.

I SHALL defend and uphold the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of Utah, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices."

Printed Name: _____ Office: _____

Signature: _____ Date: _____

***This is a voluntary pledge. Candidates are not required to sign this pledge of fair campaign practices.**

***This document is considered a public record and will be retained for public inspection until 30 days following the election.**

Voter Information Website

Effective 5/7/2025

20A-7-801. Statewide Electronic Voter Information Website Program -- Duties of the lieutenant governor -- Content -- Duties of local election officials -- Deadlines -- Frequently asked voter questions -- Other elections.

- (1) There is established the Statewide Electronic Voter Information Website Program administered by the lieutenant governor in cooperation with the county clerks for general elections and municipal authorities for municipal elections.
- (2) In accordance with this section, and as resources become available, the lieutenant governor, in cooperation with county clerks, shall develop, establish, and maintain a state-provided Internet website designed to help inform the voters of the state of:
 - (a) the offices and candidates up for election;
 - (b) the content, effect, operation, fiscal impact, and supporting and opposing arguments of ballot propositions submitted to the voters; and
 - (c) the status of a voter's trackable ballot, in accordance with Section [20A-3a-401.5](#), accessible only by the voter.
- (3) Except as provided under Subsection (6), the website shall include:
 - (a) all information currently provided in the Utah voter information pamphlet under [Chapter 7, Part 7, Voter Information Pamphlet](#), including a section prepared, analyzed, and submitted by the Judicial Performance Evaluation Commission describing the judicial selection and retention process;
 - (b) on the homepage of the website, a link to the Judicial Performance Evaluation Commission's website, [judges.utah.gov](#);
 - (c) a link to the retention recommendation made by the Judicial Performance Evaluation Commission in accordance with [Title 78A, Chapter 12, Part 2, Judicial Performance Evaluation](#), for each judicial appointee to a court that is subject to a retention election, in accordance with Section [20A-12-201](#), for the upcoming general election;
 - (d) all information submitted by election officers under Subsection (4) on local office races, local office candidates, and local ballot propositions;
 - (e) a list that contains the name of a political subdivision that operates an election day voting center under Section [20A-3a-703](#) and the location of the election day voting center;
 - (f) other information determined appropriate by the lieutenant governor that is currently being provided by law, rule, or ordinance in relation to candidates and ballot questions;
 - (g) any differences in voting method, time, or location designated by the lieutenant governor under Subsection [20A-1-308\(2\)](#); and
 - (h) an online ballot tracking system by which a voter can view the status of the voter's trackable ballot, in accordance with Section [20A-3a-401.5](#), including:
 - (i) when a ballot has been mailed to the voter;
 - (ii) when an election official has received the voter's ballot; and
 - (iii) when the voter's ballot has been counted.
- (4) (a) An election official shall submit the following information for each ballot under the election official's direct responsibility under this title:
 - (i) a list of all candidates for each office;
 - (ii) if submitted by the candidate to the election official's office no later than 5 p.m. on the last business day that is at least 45 calendar days before the primary election or no later than 5 p.m. on the last business day that is at least 60 calendar days before the general election:
 - (A) a statement of qualifications, not exceeding 200 words in length, for each candidate;
 - (B) the following current biographical information if desired by the candidate, current:
 - (I) age;
 - (II) occupation;
 - (III) city of residence;
 - (IV) years of residence in current city; and
 - (V) email address; and
 - (C) a single web address where voters may access more information about the candidate and the candidate's views; and
 - (iii) factual information pertaining to all ballot propositions submitted to the voters, including:

Campaign Finance Statutes: Municipal Candidates

Effective 5/7/2025

10-3-208. Campaign finance disclosure in municipal election.

(1) Unless a municipality adopts by ordinance more stringent definitions, the following are defined terms for purposes of this section:

- (a) "Agent of a candidate" means:
 - (i) a person acting on behalf of a candidate at the direction of the reporting entity;
 - (ii) a person employed by a candidate in the candidate's capacity as a candidate;
 - (iii) the personal campaign committee of a candidate;
 - (iv) a member of the personal campaign committee of a candidate in the member's capacity as a member of the personal campaign committee of the candidate; or
 - (v) a political consultant of a candidate.
- (b) "Anonymous contribution limit" means for each calendar year:
 - (i) \$50; or
 - (ii) an amount less than \$50 that is specified in an ordinance of the municipality.
- (c) (i) "Candidate" means a person who:
 - (A) files a declaration of candidacy for municipal office; or
 - (B) receives contributions, makes expenditures, or gives consent for any other person to receive contributions or make expenditures to bring about the person's nomination or election to a municipal office.
 - (ii) "Candidate" does not mean a person who files for the office of judge.
- (d) (i) "Contribution" means any of the following when done for political purposes:
 - (A) a gift, subscription, donation, loan, advance, or deposit of money or anything of value given to a candidate;
 - (B) an express, legally enforceable contract, promise, or agreement to make a gift, subscription, donation, unpaid or partially unpaid loan, advance, or deposit of money or anything of value to the candidate;
 - (C) any transfer of funds from another reporting entity to the candidate;
 - (D) compensation paid by any person or reporting entity other than the candidate for personal services provided without charge to the candidate;
 - (E) a loan made by a candidate deposited to the candidate's own campaign; and
 - (F) an in-kind contribution.
 - (ii) "Contribution" does not include:
 - (A) services provided by an individual volunteering a portion or all of the individual's time on behalf of the candidate if the services are provided without compensation by the candidate or any other person;
 - (B) money lent to the candidate by a financial institution in the ordinary course of business; or
 - (C) goods or services provided for the benefit of a candidate at less than fair market value that are not authorized by or coordinated with the candidate.
- (e) "Coordinated with" means that goods or services provided for the benefit of a candidate are provided:
 - (i) with the candidate's prior knowledge, if the candidate does not object;
 - (ii) by agreement with the candidate;
 - (iii) in coordination with the candidate; or
 - (iv) using official logos, slogans, and similar elements belonging to a candidate.
- (f) (i) "Expenditure" means any of the following made by a candidate or an agent of the candidate on behalf of the candidate:
 - (A) any disbursement from contributions, receipts, or from an account described in Subsection (3)(a);
 - (B) a purchase, payment, donation, distribution, loan, advance, deposit, gift of money, or anything of value made for political purposes;

- (c) Each candidate for municipal office who is eliminated at a municipal primary election shall file with the municipal clerk or recorder a campaign finance statement within 30 days after the day on which the municipal primary election is held.
- (5) If a municipality does not conduct a primary election for a race, each candidate who will participate in that race shall file a campaign finance statement with the municipal clerk or recorder no later than:
 - (a) 28 days before the day on which the municipal general election is held;
 - (b) seven days before the day on which the municipal general election is held; and
 - (c) 30 days after the day on which the municipal general election is held.
- (6) (a) If a candidate seeks appointment to fill a midterm vacancy in a municipal office the candidate shall, no later than three business days before the day on which the municipal legislative body meets to interview the candidate in accordance with Section 20A-1-510, file a campaign finance statement with the municipal clerk or recorder.
- (b) Upon receipt of the campaign finance statement described in Subsection (6)(a), the municipal clerk or recorder shall immediately submit a copy of the statement to the municipal legislative body.
- (7) Each campaign finance statement described in Subsection (4), (5), or (6) shall:
 - (a) except as provided in Subsection (7)(b):
 - (i) report all of the candidate's itemized and total:
 - (A) contributions, including in-kind and other nonmonetary contributions, received up to and including five days before the campaign finance statement is due, excluding a contribution previously reported; and
 - (B) expenditures made up to and including five days before the campaign finance statement is due, excluding an expenditure previously reported; and
 - (ii) identify:
 - (A) for each contribution, the amount of the contribution and the name of the donor, if known; and
 - (B) for each expenditure, the amount of the expenditure and the name of the recipient of the expenditure; or
 - (b) report the total amount of all contributions and expenditures if the candidate receives \$500 or less in contributions and spends \$500 or less on the candidate's campaign.
- (8) Within 30 days after receiving a contribution that is cash or a negotiable instrument, exceeds the anonymous contribution limit, and is from a donor whose name is unknown, a candidate shall disburse the amount of the contribution to:
 - (a) the treasurer of the state or a political subdivision for deposit into the state's or political subdivision's general fund; or
 - (b) an organization that is exempt from federal income taxation under Section 501(c)(3), Internal Revenue Code.
- (9) (a) A municipality may, by ordinance:
 - (i) provide an anonymous contribution limit less than \$50;
 - (ii) require greater disclosure of contributions or expenditures than is required in this section; and
 - (iii) impose additional penalties on candidates who fail to comply with the applicable requirements beyond those imposed by this section.
- (b) A candidate is subject to the provisions of this section and not the provisions of an ordinance adopted by the municipality under Subsection (9)(a) if:
 - (i) the municipal ordinance establishes requirements or penalties that differ from those established in this section; and
 - (ii) the municipal clerk or recorder fails to notify the candidate of the provisions of the ordinance as required in Subsection (10).
- (10) Each municipal clerk or recorder shall, at the time the candidate for municipal office files a declaration of candidacy, and again 35 days before each municipal general election, notify the candidate in writing of:
 - (a) the provisions of statute or municipal ordinance governing the disclosure of contributions and expenditures;
 - (b) the dates when the candidate's campaign finance statement is required to be filed; and
 - (c) the penalties that apply for failure to file a timely campaign finance statement, including the statutory provision that requires removal of the candidate's name from the ballot for failure to file the required campaign finance statement when required.
- (11) Notwithstanding any provision of Title 63G, Chapter 2, Government Records Access and Management Act, the municipal clerk or recorder shall:
 - (a) make each campaign finance statement filed by a candidate available for public inspection and copying no later than one business day after the statement is filed; and
 - (b) make the campaign finance statement filed by a candidate available for public inspection by:



Submitting Your Candidate Profile

The Lieutenant Governor's Office provides candidates with the opportunity to submit a candidate profile for the website VOTE.UTAH.GOV. Your profile includes biographical information, a picture, and a short statement. Submitting a candidate profile is optional.

Candidates are responsible for submitting their profile by the deadline. Deadlines are established by law (see Utah Code 20A-7-801(4)). As a result, late submissions cannot be accepted. Due to the volume of profiles being submitted, edits after submission cannot be accommodated.

This year, candidates will receive an email link to complete their bio (from elections@utah.gov). **These links will be sent to the email provided on the candidate's filing form.** Please check your spam folder if the link is not in your inbox.

If you do submit a profile for the Primary Election, and then make it to the General Election, you will need to resubmit a new profile for the Election, due to state law. Your Primary Election profile will NOT carry over to the General Election.

How Do I Submit My Profile?

1. After being sent the link, follow the instructions to submit your profile. **Please read and review the information on the page carefully.**
2. After reading the page, select "Submit Candidate Information." Complete the form and submit it.
3. Click the link and complete the form. Once the submission deadline has ended, our office will review the submissions and notify candidates if their profiles require correction. This process typically takes a few weeks to complete.
4. After the review period is over and before ballots are sent, our office will post the profiles on VOTE.UTAH.GOV under the "Learn About Candidates and Issues" tab.

When Can I Submit My Profile?

PRIMARY Election Candidates:

- For candidates who have a primary election, the deadline for their submission is June 27th, 2025, at 5:00 PM Mountain Time.

GENERAL Election Candidates:

- General election candidates have until September 5th, 2025, at 5:00 PM Mountain Time.

Do you need assistance with your candidate profile?

Contact the Utah Lieutenant Governor's Office at (801) 538-1041 or elections@utah.gov
Open Monday – Friday, 8:00 am – 5:00 pm (state and national holidays excluded)

[Insert Logo Here]

PRIVATE CONTACT INFORMATION

This information provided here will only be used by the Elections Office staff to contact you regarding required notices, financial reports, and other important items.

Candidate Name (REQUIRED)

Home Address (REQUIRED)

Telephone Number (REQUIRED)

Email Address (REQUIRED)

Signature of Filing Officer

Date

Office of the Lieutenant Governor

350 N. State Street, Suite 220 – P.O. Box 142325 – Salt Lake City, UT 84114-2325

Tel: 801-538-1041 Fax: 801-538-1133 Email: elections@utah.gov

Effective 5/3/2023

17D-1-304 Qualifications of administrative control board members -- Term of office.

- (1)
- (a) Except as provided in Subsection (1)(b), each member of an administrative control board shall be:
 - (i) a registered voter within the special service district;
 - (ii) an officer or employee of the county or municipality that created the special service district; or
 - (iii) an owner of land, or an agent or officer of the owner of land, located within the special service district that receives, or intends to receive, service from the special service district, if:
 - (A) at least 60% of the residences within the special service district are seasonally occupied homes; or
 - (B) more than 50%, but less than 60%, of the residences within the special service district are seasonally occupied homes, if the number of members appointed under this Subsection (1)(a)(iii)(B) comprises less than a quorum of the board.
 - (b) Subsection (1)(a) does not apply if:
 - (i) at least 90% of the owners of real property within the special service district are not registered voters within the special service district; or
 - (ii) the member is appointed under Subsection 17D-1-303(3) or (4).
- (2)
- (a) Except as provided in Subsection (2)(b), the term of each member of an administrative control board is four years.
 - (b) The term of as close as possible to half of the initial members of an administrative control board, chosen by lot, is two years.

Amended by Chapter 100, 2023 General Session

TREASURER'S BOND

24. We will determine whether the Treasurer was bonded in accordance with Money Management Council Rule R628-4-4.

GOVERNMENT FEES

25. We will determine that government fees collected by the entity were approved, tracked, and reasonable according to the prescribed criteria.

QUALIFICATIONS FOR CANDIDATE FILING DECLARATION

Please initial:

- _____ The filing officer read the constitutional and statutory qualifications as listed below to me, and I meet those qualifications.
- _____ I understand that an individual who holds a municipal elected office may not, at the same time, hold a county elected office.
- _____ I agree to file all campaign financial disclosure reports, and I understand that failure to do so may result in my disqualification as a candidate for this office, possible fines and/or criminal penalties, including removal of my name from the ballot.
- _____ I have complied with the conflict of interest disclosure requirements as required in 10-3-301.5.
- _____ I received a copy of the pledge of fair campaign practices, and I understand that signing this pledge is voluntary.
- _____ I provided a valid email, or physical address if no email is available, and I understand this will be used for official communications and updates from election officials.
- _____ I understand I will receive all financial disclosure notices by email.
- _____ I understand my name will appear on the ballot as it is printed on this declaration of candidacy, and that I may not make any amendments or modifications after 5:00 p.m. on June 6, 2025.
- _____ I have received a copy of Section 20A-7-801 regarding the Statewide Electronic Voter Information Website Program and its applicable deadline.

Signature of Filing Officer

Date

QUALIFICATIONS

Before the filing officer accepts any declaration of candidacy, the filing officer shall read to the candidate the constitutional and statutory requirements for candidacy, and the candidate shall state whether he/she fulfills the requirements. If the candidate indicates that he/she does not qualify, the filing officer may not accept his/her declaration of candidacy (Utah Code Section 20A-9-203).

MUNICIPAL CANDIDATE

Utah Code §10-3-301

Utah Code §20A-9-203

- Registered voter in the municipality in which the individual is elected*
- Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months immediately before the date of the election.
- Maintain a principal place of residence within the municipality, and within the district that the elected officer represents, during the officer's term of office
- If the individual resides in a territory which was annexed into the municipality: must have resided within the annexed territory or the municipality the 12 consecutive months immediately before the date of the election.
- Pay filing fee, if one is required by municipal ordinance
- Not convicted of a felony, treason, crime, or offense relating to elections**
- Cannot have been declared mentally incompetent

** Utah Code §20A-2-101 states: A registered voter (1) is a citizen of the United States; (2) is a resident of Utah; (3) will, on the date of that election, be at least 18 years old, (4) has been a resident of Utah for 30 days immediately before that election; (5) and is registered to vote.*

*** Utah Code §20A-2-101.5 states: A person convicted of a felony loses the right to hold office until (1) all felony convictions have been expunged, OR (2) ten years have passed since the most recent felony conviction AND the person has paid all court-ordered restitution and fines AND the person has completed probation, been granted parole, or completed the term of incarceration associated with the felony.*

AFFIDAVIT OF PUBLICATION

New Harmony Valley Special Ser
PO Box 655
New Harmony UT 84757

STATE OF WISCONSIN, COUNTY OF BROWN

The Spectrum, a newspaper of general circulation published daily in St George, Washington County, State of Utah, also distributed in Iron County and also forwarded to Utahlegals.com, and that the notice hereto annexed was Published in said newspapers in the issue:

05/15/2025, 05/22/2025

and that the fees charged are legal and per Utahlegals.com will remain on Utahlegals.com for 30 days.
Sworn to and subscribed before on 05/22/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$93.16	
Tax Amount:	\$0.00	
Payment Cost:	\$93.16	
Order No:	11314698	# of Copies:
Customer No:	1516026	0
PO #:	LNVS0297035	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

Public Notice: Election
Notice for Three Positions
open on the New
Harmony Valley Special
Service District- Admin-
istrative Control Board
(NHVSSD) (aka Fire
Board.

Persons interested in running for one of the three open positions can file a Declaration of Candidacy between June 2, 2025 and June 9, 2025. For further information contact Cathye Huckaby, NHVSSD Board Clerk. Phone 435.867.1398 Ext. 1. Email cathye.huckaby@newharmonyvalleyfire.org. The term is a four-year commitment starting 1-1-2026 ending 12-31-2029.

Requirements:

Registered voter in the municipality in which the individual is elected

☒ Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months

immediately before the date of the election.

☒ Maintain a principal place of residence within the municipality, and within the district that the elected officer represents, during the officer's term of office

☒ If the individual resides in a territory which was annexed into the municipality: must have resided within the annexed territory or the municipality 12 consecutive months immediately before the date of the election.

☒ Pay filing fee, if one is required by municipal ordinance

☒ Not convicted of a felony, treason, or crime relating to elections**

☒ Cannot have been declared mentally incompetent

UPAXLP

May 15, 22 2025

LNVS0297035

Thank you for placing your order with us.



From St. George Legals <legalads@thespectrum.com>
To <cathy.huckaby@newharmonyfire.org>
Date 2025-05-12 16:30

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit St. George Spectrum's online Classifieds [HERE](#) to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Job Details

Order Number: **LNVS0297035**
Classification: **Govt Public Notices**
Package: **General Package**
Additional Options: **1 Affidavit \$10.00**
Base amount: **\$93.16**
Service fee: **\$3.72**
Cash/Check/ACH **◆**
Discount: **-\$0.00**
Total payment: **\$96.88**

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.
Payment Type: **visa**

Schedule for ad number LNVS02970350

Thu May 15, 2025
St. George Spectrum *All Zones*
Thu May 22, 2025
St. George Spectrum *All Zones*

Account Details

New Harmony Valley Special Ser
PO Box 655
New Harmony, UT **◆** 84757
435-867-1398
cathy.huckaby@newharmonyfire.org
New Harmony Valley Special Ser
Credit Card - visa *****2528

Public Notice: Election
Notice for Three Positions
open on the New
Harmony Valley Special
Service District- Admin-
istrative Control Board
(NHVSSD) (aka Fire
Board.

Persons interested in running for one of the three open positions can file a Declaration of Candidacy between June 2, 2025 and June 9, 2025. For further information contact Cathye Huckaby, NHVSSD Board Clerk. Phone 435.867.1398 Ext. 1. Email cathye.huckaby@newharmonyvalleyfire.org. The term is a four-year commitment starting 1-1-2026 ending 12-31-2029.

Requirements:

Registered voter in the municipality in which the individual is elected

☑ Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months

immediately before the date of the election.

☑ Maintain a principal place of residence within the municipality, and within the district that the elected officer

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☑ If the individual resides in a territory which was annexed into the municipality: must have resided within the annexed

territory or the municipality 12 consecutive months immediately before the date of the election.

☒ Pay filing fee, if one is required by municipal ordinance

☒ Not convicted of a felony, treason, or crime relating to elections**

☒ Cannot have been declared mentally incompetent

UPAXLP

May 15, 22 2025

LNVS0297035

Public Notice for New Harmony Administrative Control Board



From <support@helpdesk.utah.gov>
To <cathye.huckaby@newharmonyfire.org>
Date 2025-05-12 16:16

Utah Public Notice

New Harmony Administrative Control Board

PUBLIC NOTICE :New Harmony Valley Special Service District Administrative Control Board Position(s) Openings

Notice Date & Time: 5/12/25 6:00 PM -5/30/25 6:00 PM

Description/Agenda:

Public Notice: Election Notice for Three Positions open on the New Harmony Valley Special Service District- Administrative Control Board (NHVSSD) (aka Fire Board.) The term is a four year commitment starting 1-1-2026 ending 12-31-2029.

Persons interested in running for one of the three open positions can file a Declaration of Candidacy between June 2, 2025 and June 9, 2025. For further filing information contact Cathye Huckaby, NHVSSD Board Clerk. Phone 435.867.1398 Ext. 1. Email cathye.huckaby@newharmonyvalleyfire.org.

Requirements:

Registered voter in the municipality in which the individual is elected

Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months immediately before the date of the election.

Maintain a principal place of residence within the municipality, and within the district that the elected officer represents, during the officer's term of office

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Pay filing fee, if one is required by municipal ordinance

Not convicted of a felony, treason, or crime relating to elections**

Cannot have been declared mentally incompetent

Notice of Special Accommodations:

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Cathye Huckaby at 435 767-1893

Notice of Electronic or telephone participation:

NA

Other information:

Location:

1388 S. Old HWY 91, New Harmony , 84757

Contact information:

Cathye Huckaby , cathye.huckaby@newharmonyfire.org, (435)767-1893

To stop receiving email notifications for this public body, please click this link:

[Unsubscribe](#)



May 7, 2025

Members of the Board of Directors and Management
New Harmony Valley Special Service District
P.O. Box 655
New Harmony, Utah 84757

Purpose of Letter

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for New Harmony Valley Special Service District. This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

Requested Procedures and Responsibilities

We will apply the agreed-upon procedures to New Harmony Valley Special Service District's accounting records, Financial Survey, and compliance with applicable state laws for the year ended December 31, 2024, in accordance with *Utah Code 51-2a-201* and as enumerated in the *Guide for Agreed-Upon Procedures Engagements for Local Governments Entities with Annual Revenues or Expenditures Greater Than \$100,000 and Less Than \$350,000*, issued by the Office of the Utah State Auditor. These procedures will be applied for the purpose of reporting our findings as a result of the procedures performed. The procedures we will perform have been agreed to by the specified parties to this engagement, which are Board of Directors and the Office of the Utah State Auditor.

Applicable Standards

Our engagement to apply agreed-upon procedures will be conducted in accordance with the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States (which standards incorporate by reference the American Institute of Certified Public Accountants general attestation standard on criteria, the field work and reporting attestation standards, and the corresponding statements on standards for attestation engagements). The sufficiency of the procedures is solely the responsibility of the specified parties listed above. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Nonattest Services

We will also assist in preparing the financial survey, depreciation schedules, and adjusting or correcting journal entries based on information provided by you to be reviewed and approved by New Harmony Valley Special Service District management.

We will not assume management responsibilities on behalf of New Harmony Valley Special Service

District. However, we will provide advice and recommendations to assist management of New Harmony Valley Special Service District in performing its responsibilities.

New Harmony Valley Special Service District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the financial survey, depreciation schedules, and adjusting or correcting journal entries previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Reporting on Agreed-upon Procedures

The agreed-upon procedures listed in the attached schedule are not designed to constitute an audit or review of New Harmony Valley Special Service District's accounting records or the Financial Survey. Also, the agreed-upon procedures are not designed to constitute an examination or review of New Harmony Valley Special Service District's compliance with applicable state laws. Therefore, we will not express an opinion or conclusion on these matters. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Report Distribution

We will present a written report listing the procedures performed and our findings. This report is intended solely for the use of the specified parties as identified above and should not be used by anyone other than these specified parties. In accordance with *Government Auditing Standards*, we are required to report significant deficiencies, material weaknesses, instances of fraud, noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that come to our attention during our agreed-upon procedures that warrant your attention. Additionally, we will report on any matter that comes to our attention that causes us to believe that amounts reported on the Financial Survey should be adjusted by more than 5% of total revenues.

Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You will be given the opportunity to review a draft of the report and prepare a corrective action plan in response to identified internal control deficiencies and noncompliance matters.

Documentation Ownership and Retention

The attest documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain attest documentation available to the Office of the Utah State Auditor pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the

supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the Office of the Utah State Auditor who may intend, or decide, to distribute copies of information contained therein to others, including other governmental agencies.

Peer Review Report

In accordance with the requirements of *Government Auditing Standards*, we have published on our website a copy of the latest external peer review report of our firm for your consideration.

Management

• *Responsibilities*

Our engagement will be conducted on the basis that New Harmony Valley Special Service District's management acknowledge and understand that they have responsibility for:

- Designing, implementing, and maintaining internal control relevant to the New Harmony Valley Special Service District's accounting records, accuracy and completeness of the Financial Survey, and compliance with applicable state laws;
- Selecting and determining the suitability and appropriateness of the criteria upon which the accounting records and the Financial Survey will be evaluated;
- Compliance with applicable state laws;
- Providing us with:
 - Access to all information of which management is aware that is relevant to the New Harmony Valley Special Service District's accounting records, Financial Survey, and compliance, such as records, documentation, and other matters (management is responsible for the accuracy and completeness of such information);
 - Additional information that we may request from management for the purpose of performing the agreed-upon procedures; and
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.
- Submitting our report to the Office of the Utah State Auditor.

• *Representations*

At the conclusion of our engagement, we will require from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed-upon procedures.

Engagement Administration and Fees

Our engagement is scheduled for performance beginning May 7, 2025 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2025.

Chad B. Atkinson, CPA, is the engagement partner for the services specified in this letter and is responsible for supervising the engagement and signing the report.

Our estimated price for these services, including out-of-pocket costs (such as report reproduction, word processing, postage, travel, etc.) will be billed at our standard hourly rates.

The above estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability shall be limited to the period covered by our engagement and shall not extend to periods for which we are not engaged.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to New Harmony Valley Special Service District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

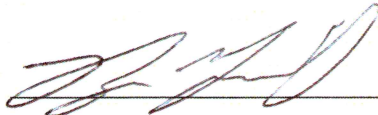
Respectfully,

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of New Harmony Valley Special Service District by:

Management's signature:



Printed Name:

Ryan Frisby

Title:

Vice-Chair

Attachment

SCHEDULE OF PROCEDURES

SMALL FINANCIAL SURVEY

GENERAL

1. We will obtain a copy of the entity's Financial Survey which was completed by the entity.
2. We will agree amounts reported on the Financial Survey to the entity's general ledger.

REVENUES

3. We will compare each revenue account on the Financial Survey to the corresponding prior period amounts. For changes greater than 5% of total revenues and 10% of the individual line item from the prior year, we will inquire of management and review applicable supporting documentation and determine whether the entity's explanation for the change was in accordance with the entity's policies and procedures, GAAP, and State and/or Federal policies as applicable.

DISBURSEMENTS

4. We will compare each expense account on the Financial Survey to the corresponding prior period amounts. For changes greater than 5% of total expenses and 10% of the individual line item from the prior year, we will inquire of management and review applicable supporting documentation to determine whether the entity's explanation for the change was in accordance with the entity's policies and procedures, GAAP, and State and/or federal policies as applicable.

ACCOUNTING RECORDS

GENERAL

5. We will inquire with those charged with governance, the chief administrative officer, and the chief financial officer (as designated in UCA 11-50-202) of any instances of fraud, illegal acts, or noncompliance.

DISBURSEMENTS

6. We will determine whether financial reports were prepared monthly or quarterly as required, and reviewed by the governing body. We will select one financial report and (1) scan the general ledger and determine that all funds are included in the report, and (2) agree the lesser of 10% or 15 line items from the report to the general ledger.
7. We will inquire with the chief administrative officer and the chief financial officer whether there were disbursements to related parties. We will also scan disbursement records for disbursements to related parties and determined who has credit cards or purchasing cards issued by the entity. We will select the lesser of 25 disbursements or 10% of disbursements ensuring that the selection includes disbursements to related

parties as well as credit card or purchase card disbursements made by members of the governing body and executive level of management.

For each transaction selected, we will determine whether the disbursement:

- a. Is consistent with the entity's purpose.
 - b. Agrees to the receipt or invoice supporting the amount and payee.
 - c. Is authorized consistent with the entity's policies and procedures.
 - d. Is in compliance with the entity's purchasing policy (bids, quotes, etc.).
 - e. Is classified and recorded in accordance with the entity's chart of accounts and policies and procedures, GAAP, and State/Federal policies as applicable.
8. For each credit or purchasing card used, we will select one month during the period and determine whether card purchases were reconciled to receipts monthly by someone other than the card holder.
9. Through inquiry with management and scanning receipt records, we will determine what restricted revenue was received by the entity and select the lesser of 10% or 5 disbursements from restricted funds and determine whether the disbursements were in compliance with restrictions placed on the funds.

CASH

10. For each depository account, we will obtain the year-end bank reconciliation and one additional month's bank reconciliation and perform the following:
- a. Trace the bank balance on the reconciliation to the balance per the bank statement.
 - b. Trace the reconciled book balance to the general ledger and the amount reported on the Financial Survey.
 - c. Test the clerical accuracy of the reconciliation.
 - d. For reconciling items greater than 5% of annual revenues, inquire of management and review applicable supporting documentation to determine that the items were consistent with the entity's policies and procedures, GAAP, and State/Federal policies. Trace the lesser of 10% or five reconciling items to a subsequent bank statement.
 - e. Trace the lesser of 10% or five deposit transactions and 10% or five disbursement transactions to the general ledger.
11. For each depository bank reconciliation selected above, through inquiry of management and review of the reconciliation, we will determine whether the bank reconciliation was performed by someone who does not have access to receipts or disbursements. If the individual did have access to receipts or disbursements, we will determine whether a separate individual reviewed the completed bank reconciliation.

MEETINGS

12. We will review the governing board's meeting minutes for the period applicable to the engagement through the date of the engagement. For all financial transactions discussed in the minutes exceeding 5% of total revenues, and a sample of the lesser of 10% or 3 less significant financial transactions discussed, we will trace the transactions to the entity's accounting records and determine whether the transactions were recorded and reported in accordance with the entity's policies and procedures, GAAP, and State and/or Federal policies, as applicable.

COMPLIANCE

MEETINGS

13. We will select and obtain the agenda and meeting minutes for two public meetings held during the engagement year and perform the following:
 - a. Determine if the entity gave proper notice of the meeting at least 24 hours before each meeting by posting the notice on the Utah Public Notice website.
 - b. Determine if the agenda was reasonably specific to enable lay persons to understand the topics to be discussed.
 - c. Determine if the public body took any final actions on a topic in the meeting that was not listed under an agenda item.
 - d. Determine whether the minutes were posted to the Utah Public Notice Website within three days of the minutes being approved. (Exceptions: Charter schools are required only to make the meeting minutes available to the public within three days of being approved.)
 - e. If a portion of the meeting was closed to the public, determine that 1) before the meeting was closed, the reason for holding the closed meeting was documented in the meeting minutes and a roll call vote was taken, 2) the reason for closing the meeting was permitted under statute, and 3) an audio recording of the closed meeting was made.

BUDGET

14. We will determine if a budget was approved before the start of the budget year and if the budget presented to the public and governing body contained the required financial information.
15. We will determine if the entity provided the required 7-day notice for its original and final budget adoption hearing.
16. We will examine the entity's records and financial reports and determine whether the total expenditures by department stayed within the amounts appropriated in the final adopted budget.

FUND BALANCES

17. Deficit Fund Balances: For any fund that had a deficit fund balance in the year under review, we will determine whether the entity included in the subsequent budget year an appropriation to retire the deficit of an amount equal to or greater than 5% of the fund's total actual revenue of the year under review.
18. General Fund Balance Limitations:
[Special and Local Service Districts:] We will determine if the maximum unrestricted (committed, assigned, and unassigned) general fund balance is restricted to:
 - a. 100% of the most recently adopted budget; plus 100% of the current years property tax collections

TRAINING

19. Through inquiry with officials of the entity and observation of meeting agendas, certificates or other relevant evidence, we will determine whether the following training had occurred as applicable:
 - a. Annual training on the requirements of the Open and Public Meetings Act.
 - b. Annual online training by the entity's designated records officer on the requirements of GRAMA.
 - c. [Local and Special Service Districts] – At least once a term, members of a board of trustees of a local district attended training developed by the Office of the Utah State Auditor in cooperation with the Utah Association of Special Districts.

GRAMA (GOVERNMENT RECORDS ACCESS MANAGEMENT ACT)

20. If the entity charges fees for GRAMA requests, we will verify that the entity has adopted a uniform fee structure.

FRAUD RISK ASSESSMENT

21. We will review the entity fraud risk assessment and verify that it was signed by the appropriate officers and discussed by the governing body as represented in the minutes.

OTHER COMPLIANCE

22. We will verify that the entity requires and maintains a conflict of interest disclosure for all officials and employees with decision-making or management responsibilities that is updated annually.
23. If the entity collects Personally Identifiable Information (PII), we determined if it is collected in compliance with the requirements for collecting PII found in Utah Code 63D-2-103.

TREASURER'S BOND

24. We will determine whether the Treasurer was bonded in accordance with Money Management Council Rule R628-4-4.

GOVERNMENT FEES

25. We will determine that government fees collected by the entity were approved, tracked, and reasonable according to the prescribed criteria.

Effective 5/3/2023

17D-1-304 Qualifications of administrative control board members -- Term of office.

(1)

(a) Except as provided in Subsection (1)(b), each member of an administrative control board shall be:

(i) a registered voter within the special service district;

(ii) an officer or employee of the county or municipality that created the special service district;
or

(iii) an owner of land, or an agent or officer of the owner of land, located within the special service district that receives, or intends to receive, service from the special service district,
if:

(A) at least 60% of the residences within the special service district are seasonally occupied homes; or

(B) more than 50%, but less than 60%, of the residences within the special service district are seasonally occupied homes, if the number of members appointed under this Subsection (1)(a)(iii)(B) comprises less than a quorum of the board.

(b) Subsection (1)(a) does not apply if:

(i) at least 90% of the owners of real property within the special service district are not registered voters within the special service district; or

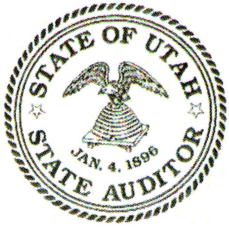
(ii) the member is appointed under Subsection 17D-1-303(3) or (4).

(2)

(a) Except as provided in Subsection (2)(b), the term of each member of an administrative control board is four years.

(b) The term of as close as possible to half of the initial members of an administrative control board, chosen by lot, is two years.

Amended by Chapter 100, 2023 General Session



FINANCIAL CERTIFICATION

OFFICE OF THE STATE AUDITOR

Entity Name

Under penalty of perjury, I, Pat Fleckenstein and John Southwick certify that the annual financial report of New Harmony Valley Special Service District for the year ended December 31, 2024 fairly presents in all material respects the financial condition and results of operation of New Harmony Valley Special Service District.

Signature: _____

Chief Administrative Officer

Signature: _____

Chief Financial Officer

Notes:

- a. This certification is to be submitted with the annual financial report to the Office of the Utah State Auditor.
- b. *Utah Code 11-50-202* designates the **chief administrative officer** as the individual appointed as the chief administrative officer of the political subdivision in accordance with statute; or if a chief administrative officer is not appointed in accordance with statute, the individual designated as the chief administrative officer by the governing body of the political subdivision. In designating a chief administrative officer, the governing body shall designate the individual who holds a managerial or similar position to perform administrative duties or functions for the political subdivision.
- c. *Utah Code 11-50-202* designates the **chief financial officer** as the individual appointed as the chief financial officer of the political subdivision in accordance with statute; or if a chief financial officer is not appointed in accordance with statute, the individual designated as the chief financial officer by the governing body of the political subdivision. In designating a chief financial officer, the governing body shall designate the individual who has primary responsibility for preparing the annual financial report.