

Town of Dutch John



P. O. Box 235
Dutch John, UT 84023
www.dutchjohn.org
[435 885 3036](tel:4358853036)

NOTICE OF PUBLIC MEETING
Town Council Regular Meeting
Dutch John Conference Hall
January 24, 2024 6:00 P.M.

MINUTES FOR NOTICE OF PUBLIC MEETING AGENDA

CALL TO ORDER / PLEDGE OF ALLEGIANCE

ATTENDANCE: Mayor Butch Johns, Amy McDonald, Sandy Kunkel, Al Pulham, Harriet Dickerson, Allen Parker Nate Zilles (on line).

1. WORK ITEMS:

1.1 Town Council Meeting procedures. Mayor Johns first talked about the need for a roll call so people answer for themselves. He then gave examples of Roberts Rules of Order as to how the meetings could proceed, i.e. ideas could be documented so that before it comes to a vote everyone has all the information. Discussion as to what could happen if an agreement is being prepared for two entities. Ms. McDonald said perhaps Google Docs could help with the tracking and documentation. Mayor Johns stressed you need to know what you want to do, why you want to do, and how you are going to get it done. He also stressed that it is important that only one person talks at a time so Ms. Dickerson can understand.

Discussion of Public Comment followed. – Mayor Johns said people can sign up to give public opinion and say what they wanted and then Council can determine if we need to deal with and put them on the Agenda for the next meeting wherein they could give input and Council can ask questions and then Council can make a decision. Ms. Kunkel said if someone takes the time to come to the meeting, we should let them talk. Mr. Pulham also supported letting people who come talk.

Mr. Parker suggested before opening public comment the Mayor just review the ground rules every single time.

1.2 Policies Mayor Johns would like to start with simple things and then move forward..

Allen Parker can said he can create a framework for policies and procedures. It would relate everything to the Code, maybe starting with the PnZ Ordinance. There may be grants to help put some of these things in place. This can also be used for writing Ordinances and Resolutions and things that pertain to operation of the Town. Some of the policies mentioned were: Town Maintenance, Vehicle, Road Maintenance, snowplowing, Conference Hall, credit card. Ms. Dickerson mentioned that we don't know enough to codify yet but this framework could make it easily attainable when appropriate. Mr. Parker believes a framework could be made that would work for the Town in several difference areas and important to have in place for moving forward. Further discussion clarifying how it could work.

1.3 Committees/Assignments - Ms. Kunkel will deal with the organization for the Fireworks she will do all that but she won't do the money. Mayor Johns has been contacted by the business in Vernal (the same one who presented last year).

Mayor Johns is setting up a Recreation Board and has asked Ryan Mosley, Ryan Kelly, and Brent Hodges to be on it. It is mostly for outdoor in the Town – trails, creating a recreation zone that would incorporate the ideas they came up with. Discussion followed.

1.4 Town Projects/Programs

2. REGULAR MEETING

ROLL CALL 7:00 p.m.

ROLL CALL : January 24, 2024

	Present	Absent	Excused
Mayor: Butch Johns	<u> x </u>	<u> </u>	<u> </u>
Council members: Sandy Kunkel	<u> x </u>	<u> </u>	<u> </u>
Al Pulham	<u> x </u>	<u> </u>	<u> </u>
Amy McDonald	<u> x </u>	<u> </u>	<u> </u>
Harriet Dickerson	<u> x </u>	<u> </u>	<u> </u>

ATTENDANCE: Nate Zilles, JayDee Guymon

CONSENT AGENDA 7:00 p.m.

2.1 Minutes of meeting: January 10, 2024 – corrections and additions.

2.2 Business Licenses: Rick and Wendee Carter, WRF Guides, Trout Creek Flies

2.3 Expenditures: Report anything over \$500.00. Mr. Pulham asked about remodel going ahead and use of credit cards. They can be used but should be supported with receipts. Mayor Johns said we documentation (job description) for Mr. Hodges with priorities. Plowing roads is number one, then other duties. Mayor Johns also added it would be preferable if private individuals didn't use their equipment to help, but it has been necessary and appreciated in the past. Mr. Pulham asked if we had a stand on the bench road and we are going to plow it.

2.4 Correspondence: Mayor Johns explained some legislative changes and said the government is pushing to updated 191 and he wrote Congressman Chew and asked if they got the money to widen the road, he would like to see if it could be expanded to include sidewalks and curbs On #191 for safety reasons.

Mr. Pulham moved to accept the Consent Agenda with corrections and additions. Ms. McDonald seconded. Motion passed unanimously.

3. PUBLIC COMMENT Chief Guymon wanted to let people know of an upcoming activity in Vernal on February 9-10, Uintah Basin Emergency Care Conference. For people desiring to be emergency responders, this is a great training.

4. OLD BUSINESS

4.1 Reports

Volunteer Fire Department – J. Guymon (Fire Department Equipment) Chief Guymon attended a pipeline emergency training today. Our department needs cards in each truck which has contact information when an emergency occurs.

Ms. Kunkel said Williams & Company contacted her about donating money. She referred him to Chief Guymon.

Chief Guymon had information from the Utah Fire Marshal's office saying there are National monies allocated for emergency response. Long discussion followed regarding 4-way monitors, fire blankets, spare air bottles, air masks, and the air compressor. If there are problems or needs for the Fire Department Chief Guymon and Mayor Johns will work together to resolve issues.

Chamber/Tourism/Entry Signs.

Planning & Zoning – A. McDonald Ms. McDonald said there are no pressing issues. Allen Parker is probably going to take over issuance of Building Permits. The Commission will discuss names to submit for her vacancy on the Board at their next meeting.

Recreation Board – above

Freedom Festival above

Maintenance/Grounds/Community Center – (Conference Hall remodel, roll off dumpster)

Cemetery Board – T. Winn

4.2 Dutch John Roads, JHC Application – Update Mayor Johns reported Brett Reynolds called and said the original application application was incorrect. Together they changed the application and submitted it. Monies if granted will cover Norther Center around to 6th Avenue and the Town's responsibility will be 7% match which should be approximately \$64,000. Mayor Johns will attend the February 21st meeting in Salt Lake City as required. There is even a possibility that we could get this money this year. Otherwise it will be 2027.

5. NEW BUSINESS

5.1 Nate Zilles, CIB Funded Local Administrative Advisor for Small Towns, Presentation – Discussion. Mr. Zilles had submitted for review all the documents he has prepared for the Town. He reviewed these. Further discussion of ways he can help us included a presentation at our February 28th Work Meeting regarding powers and duties of elected officials and possible job descriptions to fulfill these duties.

5.2 Jesse Platt, Economic Development Board, Update of Finalization of Entry Signs and Placement Questions or Changes in Approval Status – Discussion and Possible Action. This item was Tabled. Mr. Platt thought the meeting was Thursday.

5.3 Bill for Dumpster Abuse – Discussion and Possible Action. This was discussed at length with new options generated.

Mayor Johns led long discussion of issues which he believes need to be dealt with. Input was included by members of the Council.

Mr. Pulham moved to adjourn. Ms. Kunkel seconded and the meeting adjourned at approximately 11:00 p.m.

Harriet Dickerson, Clerk

Town of Dutch John



P. O. Box 235
Dutch John, UT 84023
www.dutchjohn.org

CONSENT TO ENTER PRIVATE PROPERTY AND WAIVER OF LIABILITY AND RELEASE FOR THE DUTCH JOHN FREEDOM FEST FIREWORKS EVENT

All property owners, or their representative, who provide use of private property to the Town of Dutch John (the “**Town**”) during the annual Dutch John Freedom Fest Fireworks event execution (the “**Event**”), are required to carefully review and sign the following Waiver of Liability and Release (the “**Agreement**”).

I (print full name) _____ (“**Property Owner**”),
own the real property located at _____
 (“**Property**”) and understand that in consideration and allowance of the Town to enter and utilize
Property, I must review and sign the Agreement.

The Property Owner warrants and represents that they have the authority to sign the Agreement on behalf of all owners, individuals, or entities that may have a legal interest in the Property and bind them to the terms of this Agreement.

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for the Town, through volunteers, volunteer organizations, various staff, or other contracted entities (“**Event Staff**”), to utilize the Property for the purpose of the Event. For the purpose of defining the parameters of the “**Event**”, the Event will include, but is not limited to, the following:

- Event Staff (town maintenance employee) will be provided access to the Property no less than two (2) weeks before the Event to groom and mow the Property in order to provide an amenable launch site as well as mitigate against potentially hazardous situations;
- Event Staff (employees of Vortex, contracted fireworks display company) will have access to the Property on July 4 – 7 in order to provide setup, maintenance, verification, launch, and cleanup services and procedures with regard to the Event;
- Event Staff (volunteer fire department) will be in a standby position, and will be granted access to the Property, if they are needed during the Event;
- Event Staff (law enforcement and Search and Rescue) will be granted access to the Property during the event when needed;
- Event Staff (contracted porta-potty service providers) will be granted access to the property in order to “drop” or provide equipment needed during the Event.

The Property Owner is solely responsible for deciding whether to allow or disallow the use of Property for this purpose.

2. PERMISSION FOR THE ENTRY OF THE VOLUNTEERS ONTO THE PROPERTY

The Property Owner authorizes the Event Staff to enter onto the Property for the purpose of preparation, execution, and the post operational needs of the Event.

3. PROPERTY OWNER RESPONSIBILITY

The Property Owner expressly acknowledges that the Property will be utilized for the purposes outlined above. The Property Owner understands and accepts that the Town assumes all risks associated with the loss of life, damage to Property, and all other liabilities associated with the use of the Property for the intents and purposes outlined in the Agreement for the specific use of the Property during all phases of the Event.

4. TOWN RESPONSIBILITY

The Town expressly acknowledges that the Property will be utilized for the purposes outlined above. The Town understands and accepts that, in addition to the responsibilities outlined in this agreement, that it will agree to the following:

- The Town agrees to assume full responsibility for the cleanup of the Property used during the Event. This includes, but is not limited to, the removal of all waste, debris, and materials brought onto or generated on the Property as a result of the Event. The Town is committed to restoring the Property to its original condition, or as close as reasonably possible, immediately following the conclusion of the Event.
- The Town hereby declares that it is insured for the Event. This includes comprehensive liability insurance covering all activities associated with the Event, ensuring protection against potential claims or damages arising from the Event. Vortex, the contracted fireworks company, is properly insured as well as the Flaming Gorge Chamber of Commerce, a co-host of the Event.
- The Town has established comprehensive safety protocols for the Event, including fire suppression measures, safety plans, maps, and other applicable measures. These protocols are designed to ensure the safety and well-being of all participants, volunteers, and the Property. The Town ensures the presence of adequate fire suppression tools and trained personnel, ready to respond immediately in the event of a fire or any other emergency.

5. UNFORSEEN CIRCUMSTANCES

The Property Owner expressly acknowledges that, due to unforeseen circumstances, the Town may need to change the date or other circumstances of the Event in order to allow for the most successful outcome with regard to weather conditions and other unforeseen circumstances. In the event that this occurs, the Property Owner agrees to accommodate a change in date or other needs of the Event upon proper notice from the Town.

6. WAIVER OF LIABILITY AND RELEASE AND INDEMNIFICATION

By signing this Agreement, the Town and the Property Owner acknowledge that the Property Owner, along with their heirs, agents, representatives, and assigns, and any other parties with a legal interest in

the Property, are fully released and held harmless from all liability, claims, losses, injuries, damages, and expenses (including attorney's fees and litigation costs), that may arise in any way from the Event. This includes both actions and inactions related to the Event. The Town, in turn, accepts all liabilities resulting from the Event. This includes the Town's indemnification of the Property Owner in the event third party claims against the Property Owner.

The Town and Property Owner acknowledge and expressly agree that the foregoing release, waiver, and indemnification provisions are intended to be as broad and inclusive as is permitted by the laws of the State of Utah.

7. UNDERSTANDING OF AGREEMENT

The Town representative and Property Owner acknowledge and represent that they have read the foregoing, understand it, and voluntarily sign it, without relying on any representations, statements, or information by either party. The Town representative and Property Owner further acknowledge that (1) the Agreement is being signed on behalf of any other owner, individual, or entity which may have a legal interest in the Property, (2) they have the authority to sign the Agreement on behalf of the aforementioned parties, and (3) shall share this Agreement with all such affected parties.

PROPERTY OWNER: _____ Date _____

TOWN REPRESENTATIVE: _____ Date _____

2023 Municipal Election Expenses

Invoice No. **24-001**

INVOICE

Customer

Name Town of Dutch John
 Address PO Box 235
 City Dutch John State UT ZIP 84023
 Phone

Misc

Date 2/9/2024
 Order No.
 Rep Mayor Johns
 FOB

Qty	Description	Unit Price	TOTAL
0.5	Election Payroll Including Wages and Benefits	\$ 5,452.64	\$ 2,726.32
0.5	Election Systems and Software-CD2070921 Equally Shared Charges	\$ 1,491.75	\$ 745.88
2	Election Systems and Software-CD2070921 Contests / Images	\$ 21.00	\$ 42.00
4	Election Systems and Software-CD2070921 Candidate/Responses	\$ 9.00	\$ 36.00
0.5	Election Systems and Software-CD2070293 Audio language Set-up English	\$ 380.00	\$ 190.00
2	Election Systems and Software-CD2070293 Audio Contests: Issues	\$ 18.45	\$ 36.90
3	Election Systems and Software-CD2070293 Audio Candidates/Yes-No	\$ 11.15	\$ 33.45
1	Election Systems and Software-CD2070729 Layout Charge	\$ 41.95	\$ 41.95
103	Ballot Printing Stuffing and Mailing - Election IQ	\$ 1.45	\$ 149.35
0.5	All other Ballot Costs from Election IQ	\$ 321.17	\$ 160.59
0.66	Postage Due For Ballots without Postage	\$ 7.25	\$ 4.79
0.5	Pollworker Meal on Election Day	\$ 83.85	\$ 41.93
1	Fuel & Mileage to transport Ballots from Dutch John	\$ 160.39	\$ 160.39
	Mail to: Daggett County Clerk's Office PO Box 400 Manila, UT 84046		
		SubTotal	\$ 4,369.55
		Shipping	
		Tax Rate(s)	
		TOTAL	\$ 4,369.55

Payment Check

Comments

Name
 CC #
 Expires

Office Use Only

Please Make Check Payable to **Daggett County**

Mail to: Daggett County Clerk's Office; PO Box 400; Manila, UT 84046

Thank You !