

**ESCALANTE CITY COUNCIL MEETING
NOVEMBER 4, 2025
REGULAR MEETING/ELECTRONIC MEETING – 6:00 P.M.
ESCALANTE CITY COUNCIL CHAMBERS - 56 NORTH 100 WEST**

Mayor Melani Torgersen called the meeting to order at 6:00 p.m. in the Escalante City Council Chambers.

Present at said meeting were Mayor Torgersen, Council members Sally Orme, Lenza Wilson, City Attorney Barry Huntington and City Recorder Stephanie Steed. Council member Chad Lyman joined electronically.

Council members Marlene Stowe and Blaine Porter were excused.

Also present were Bill Weppner, Margie Weppner, Savannah Pickering, Tate Pickering, Julie Brugger and Marlee Cottam.

Ashley Coombs joined electronically.

Mayor Torgersen led the Pledge of Allegiance.

ADOPTION OF THE AGENDA

Council member Orme moved to adopt the agenda as written. Council member Wilson seconded the motion. Motion carried with Council members Lyman, Wilson and Orme voting aye.

APPROVAL OF THE MINUTES OF OCTOBER 7, 2025 MEETING

Council member Wilson moved to approve the minutes of the October 7, 2025 meeting as written. Council member Orme seconded the motion. Motion carried with Council members Wilson, Orme and Lyman voting aye.

PUBLIC COMMENTS

JULIE BRUGGER

Ms. Brugger said she would like to request a moment of silence for two people who are not in attendance tonight with one never being in attendance again. Ms. Brugger said she appreciates that they attended the meetings regularly and was interested in what was going on around town. Mayor Torgersen said she was also going to ask for a moment of silence for these two individuals.

There was a moment of silence at this time.

PLANNING AND ZONING ITEMS

PLANNING AND ZONING UPDATES

There were no Planning and Zoning updates at this time.

SCHEDULED ITEMS**ESCALANTE HIGH SCHOOL STUDENT COUNCIL - VOLUNTEER FOR GOOD PROJECT****MARLEE COTTAM**

Ms. Cottam said she is here representing the Escalante High School Student Council.

Ms. Cottam explained the Volunteer for Good program and said they aim to track volunteering hours and coordinate community service projects. Ms. Cottam said she is here to see if the City has any community service they can do. Mayor Torgersen said she would like the group to help with our first annual "Light the Park" Christmas event on November 25th, which will include hanging Christmas lights on Main Street and a celebration featuring hot chocolate, donuts and Santa arriving on a fire truck. Council member Orme said if there is anything the City can do to help the club to please let the city know.

FIRE DEPARTMENT - EQUIPMENT

Mr. Weppner explained the fire department is requesting approval to purchase equipment totaling \$4,662.59, including a 4-foot DM pipe pole, two 36-inch brooms, a steel leaf blower, an electric chainsaw with accessories, and a steel cut-off saw. City Recorder Steed said there is enough money in the budget to cover this request. Council member Orme moved to approve the purchase of the equipment listed above. Council member Lyman seconded the motion. Motion carried with Council members Lyman, Orme and Wilson voting aye.

CITY COUNCIL VACANT SEAT

Council member Wilson moved to accept Council Member Porter's resignation and thanks for his work. Council member Lyman seconded the motion. Motion carried with Council member Orme, Wilson and Lyman voting aye.

EMPLOYEE BENEFITS

Mayor Torgersen said she would like to move forward with the current health insurance employee benefit package. Council member Orme moved to move forward with the current health insurance package for employees. Council member Wilson seconded the motion. Motion carried with Council members Wilson, Lyman and Orme voting aye.

RESOLUTION 2025-12 APPOINTING A CHIEF ADMINISTRATIVE OFFICER AND RECORDS OFFICER(S) IN COMPLIANCE WITH THE GOVERNMENT DATA PRIVACY ACT (GDPA)

City Recorder Steed explained to be in compliance with the Government Data Privacy Act the City is required to appoint a Chief Administrative Officer and Records Officers. City Recorder Steed explained Resolution 2025-12. Council member Wilson moved to adopt Resolution 2025-12. Council member Orme seconded the motion. Motion carried with Council members Lyman, Orme and Wilson voting aye.

DEPARTMENT REPORTS**ADMINISTRATIVE**

City Recorder Steed said the budget and financial reports are available for review.

City Recorder Steed said the City Office has officially moved to 65 North Center as of today.

City Recorder Steed explained that with the help of Callie Ward with Utah State University extension, the City has applied for a grant to renovate the upstairs of the old Community Center.

Council member Orme asked if Council Meetings will remain in the current council chambers. City Recorder Steed said the Council Chambers will be relocated to the same building as the new office.

PUBLIC WORKS DEPARTMENT

The Public Works Department was not present at said meeting.

FIRE DEPARTMENT

BILL WEPPNER

Mr. Weppner shared the insight from recent serious incidents involving the Fire and Rescue Department, emphasizing their strong teamwork and commitment to risk mitigation, while also acknowledging the need for improved communication with elected officials. Mayor Torgersen said she appreciates the Fire Department and attends some of their meetings. Mayor Torgersen said her oldest son was at the Airport incident and was very impressed with how everyone worked together and how well things were run.

COUNCIL REPORTS

MAYOR MELANI TORGERSEN

Mayor Torgersen said there will be the first annual "Light The Park" Christmas celebration on November 25, 2025 at 6:00 p.m. Mayor Torgersen said the fire truck will escort Santa followed by Council member Wilson's Christmas train.

COUNCIL MEMBER CHAD LYMAN

Council member Lyman gave an update on the water project including culvert installation and road base work.

COUNCIL MEMBER LENZA WILSON

Council member Wilson said he will install the power for the new Christmas swag on Main Street.

Council member Wilson expressed gratitude for the emergency services' quick response at the airport. Council member Wilson said they did an amazing job.

Council member Wilson said we need a source to get large rocks for airport improvements to prevent future washouts. Council member Wilson said we will need 4 dump truck loads of big rock and Council member Lyman said he will check on availability.

Council member Wilson said he is working on updating the hangar lease at the airport, and would like to send out requests for proposals and consult with local pilots.

COUNCIL MEMBER BLAINE PORTER

Council member Porter was not present at said meeting.

COUNCIL MEMBER MARLENE STOWE

Council member Stowe was not present at said meeting.

COUNCIL MEMBER SALLY ORME

Council member Orme said the sewer lines were cleaned and they needed it due to being full of grease, rocks and wipes.

UNPAID BILLS

Council member Orme moved to pay the unpaid bills. Council member Wilson seconded the motion. Motion carried with Council members Orme, Lyman and Wilson voting aye.

Mayor Torgersen adjourn the meeting at 6:22 p.m.

Stephanie Steed, MMC, UCC
City Recorder

Date minutes approved:



Local Authority Consent for a Retail Alcohol License

License Type: Restaurant - Limited Service

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of an on-premise retail alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the premises of the applicant under the following authorities:
Utah Code Sections 32B-1-202, 32B-5-201, 32B-5-203, 32B-5-205, and 32B-5-206.

Escalante City

hereby grants its consent for the issuance of a license to:

Business Name (DBA): Destination Cafe

Entity Name (or owner's name if sole proprietor): Roasted Root LLC

Physical Location Street Address: 475 West Main St.

City: Escalante Zip Code: 84726

Authorized Licensing Authority Signature: _____

Printed Name: _____ Title: _____ Date: _____

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

This is a suggested format. A local authority produced form is also acceptable.

6 PRIVACY PROGRAM POLICY

6.1 PURPOSE

6.2 GUIDING PRINCIPLES

6.3 SCOPE

6.4 DEFINITIONS

6.5 GOVERNANCE

6.6 RECORDS SERIES

6.7 AWARENESS AND TRAINING

6.8 IDENTIFY

6.9 TRANSPARENCY

6.10 INDIVIDUAL REQUESTS

6.11 PROCESSING

6.12 INFORMATION SECURITY

6.13 SURVEILLANCE

6.14 RELATED DOCUMENTS

Escalante City Privacy Program Policy
2025-6

Effective Date: 11/18/2025

Revised Date:

Sunset/Next Review Due:

Approved By: Escalante City Council

References/Authority:

Division of Archives and Records Services (DARS) at Utah Code § 63A-12-100 et seq.; Government Data Privacy Act (GDPA) at Utah Code § 63A-19-101 et seq.;

Government Records Access and Management Act (GRAMA) at Utah Code § 63G-2-101 et seq.; and

[Management of Records and Access to Records at Utah Administrative Code R13-2.]

6.1 PURPOSE

This policy serves to document Escalante City privacy program, which includes policies, practices, and procedures for the processing of personal data in accordance with Utah's Governmental Data Privacy Act (GDPA) and in accordance with Utah Code § 63A-19-401(2)(a), and which aligns with the records management and data governance requirements provided in both GRAMA and DARS. Where applicable, this policy will refer to other documents, such as a Privacy Framework for Escalante City, and may refer to more specific or detailed policy, procedures, or guidance that address a particular practice that Escalante City has developed. This Policy will address the types of personal data that could be collected, how that data can be used, how long it is retained and under what circumstances it could be disclosed. It will also outline individual's rights with regard to their own data.

6.2 GUIDING PRINCIPLES

This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across Escalante City. This policy is meant to guide further alignment of Escalante City administrative activities with the State Data Privacy Policy as detailed in Utah Code § 63A-19-102. Escalante City collects the minimum necessary data to provide services. When, this will be no data at all, or will be only data that individuals choose to share in order to receive information or certain services. Any personal data that is collected will be stored securely and released only under the conditions outlined within the policy, which will normally be with the individual's express consent.

6.3 SCOPE

This policy applies to all Escalante City employees involved in the management, creation, and maintenance of records.

have access to personal data as part of their job duties. This policy also applies to all contractors of Escalante City that process or have access to personal data as a part of the contractor's duties under an agreement with the City pursuant to Utah Code § 63A-19-401(4).

6.4 DEFINITIONS

"Appointed Records Officer" (ARO) means the individual appointed by the chief administrative officer of each governmental entity, to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.

"Classification," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under Subsection § 63G-2-201(3)(b).

"Cookie" means "Technology that records a user's information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data."

"Data breach" means the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised."

"Designation," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.

"Device fingerprinting" means collecting attributes of a user's device configurations to create a trackable profile for the device.

"Individual" means a human being.

"Key logger" means "a program designed to record which keys are pressed on a computer keyboard..."

"Personal data" means information that is linked or can be reasonably linked to an identified individual or an identifiable individual. It corresponds to "Personally Identifiable Information" as commonly used in federal policy and regulation.

"Processing activity" means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.

"Record" means the same as that term is defined at Utah Code § 63G-2-103(25).

"Record series" means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.

"Schedule," "scheduling," and their derivative forms mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed. A "retention schedule" is the encapsulation of the known record series held by an entity along with the retention and disposal requirements associated with each record series as set forth by statute, regulation and/or policy.

6.5 GOVERNANCE

6.5.1 CHIEF ADMINISTRATIVE OFFICERS (CAO'S)

6.5.2 APPOINTED RECORDS OFFICERS (ARO'S)

6.5.1 CHIEF ADMINISTRATIVE OFFICERS (CAO'S)

- A. The Executive Director shall designate one or more individuals to serve as a chief administrative officer (CAO) of the City Council in fulfilling the duties outlined in Utah Code § 63A-12-103.
- B. The Executive Director may assign responsibility for the duties outlined in Utah Code § 63A-12-103 to one, or among several, CAOs as the Executive Director sees fit.
- C. The designation of the CAO(s) shall be reported to the Utah Division of Archives and Records Services (Archives) within 30 days of the designation.
- D. If responsibility for the duties outlined in Utah Code § 63A-12-103 are divided between more than one CAO, such specification should be reported to Archives along with the designation.
- E. The designation of, and responsibilities assigned to, a CAO shall be reviewed and confirmed by the City Council on an annual basis.

6.5.2 APPOINTED RECORDS OFFICERS (ARO'S)

- A. Designated CAO(s) shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.
- B. A designated CAO may assign responsibility for the duties of appointed records officers to one, or among several, officers as the CAO deems appropriate.
- C. The appointment of records officers shall be reported to Archives within 30 days of the appointment.
- D. If responsibility for the duties of appointed records officers are divided between more than one officer, such specification should be reported to Archives along with the appointment.
- E. The appointment of, and responsibilities assigned to, a records officer shall be reviewed and confirmed by the City Council on an annual basis.

Utah Code § 63A-12-103(2)

6.6 RECORDS SERIES

6.1 RECORDS AND RECORDS SERIES

6.1 RECORDS AND RECORDS SERIES

- A. Escalante City shall periodically inventory data in its systems to be able to create and maintain records and records series in accordance with the requirements provided in DARS and GRAMA in addition to correlated guidance issued by Archives.
- B. Escalante City shall appropriately designate and classify any records identified during inventorying and any associated records series in accordance with the requirements provided in DARS and GRAMA.
- C. CAO(s) or designee shall be responsible for submitting a proposed retention schedule for each type of material defined as a record under GRAMA to the state archivist for review and final approval by the Records Management Committee (RMC).
- D. Upon approval by the RMC, Escalante City shall maintain and dispose of records in strict accordance with the approved retention schedule. In instances where Escalante City has not received an approved retention schedule for a specific type of record, the general retention schedule maintained by the state archivist shall govern the retention and disposition of those records.

6.7 AWARENESS AND TRAINING

6.7.1 DEPARTMENTAL DATA PRIVACY TRAINING

6.7.2 AGENCY-SPECIFIC TRAINING

6.7.3 APPOINTED RECORDS OFFICER TRAINING AND CERTIFICATION

6.7.1 DEPARTMENTAL DATA PRIVACY TRAINING

- A. The CAO of Escalante City shall ensure that all employees that have access to personal data as part of the employee's work duties complete a data privacy training program within 30 days after beginning employment and at least once in each calendar year.
- B. The CAO of Escalante City is responsible for monitoring completion of data privacy training by the Escalante City employees.

6.7.2 AGENCY-SPECIFIC TRAINING

- A. As needed

6.7.3 APPOINTED RECORDS OFFICER TRAINING AND CERTIFICATION

- A. The CAO of Escalante City shall ensure that, on an annual basis, all appointed records officers successfully complete online training on the provisions of GRAMA and obtain certification from Archives in accordance with Utah Code § 63A-12-110.
- B. The CAO of Escalante City] shall, on an annual basis, review and confirm the certification status of all appointed records officers.
- C. GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training and obtain certification from Archives in accordance with Utah Code § 63A-12-110.
- D. Records Management and Privacy AROs: AROs specializing in records management or privacy are required to complete both records management and GRAMA transparency training, as well as obtain the corresponding certifications.

6.8 IDENTIFY

6.8.1 INVENTORYING

6.8.2 INFORMATION TECHNOLOGY PRIVACY IMPACT ASSESSMENT

6.8.1 INVENTORYING

- A. The CAO of Escalante City shall maintain a comprehensive inventory of:
 - 1. All IT systems that may process state or federal data, if any, which the state owns or is responsible for, using the standard process that DTS provides.
 - 2. All records and record series that contain personal data and the types of personal data included in the records and record series.
 - 3. All processing activities.

6.8.2 INFORMATION TECHNOLOGY PRIVACY IMPACT ASSESSMENT

- A. The CAO of Escalante City] shall ensure that Escalante City completes a Privacy Impact Assessment (PIA) for all IT

systems that may process personal data prior to the initiation of data processing in the IT system as required under DTS Information Security Policy 5000-0002. Privacy Impact Assessments ensure that all practices that impact personal data have been identified, classified, and appropriately protected on an ongoing basis.

- B. The responsible CAO shall use the PIA template that is created and maintained by the Chief Privacy Officer and which is approved by the Chief Information Officer pursuant to DTS Information Security Policy 5000-0002.
- C. CAOs must maintain a copy of each completed assessment for a period of four years to provide audit documentation and ensure accountability in privacy practices.

6.9 TRANSPARENCY

6.9.1 WEBSITE PRIVACY POLICY

6.9.2 PRIVACY NOTICE

6.9.1 WEBSITE PRIVACY POLICY

- A. The CAO of Escalante City shall maintain privacy policies on their websites as outlined in Utah Code § 63D-2-103 and Utah Admin. Code R895-8.
- B. The CAO of Escalante City shall ensure that personal data related to a user of a Escalante City website is not collected unless the Escalante City website complies with Utah Code § 63D-2-103(2).
- C. The CAO of Escalante City shall ensure that all websites of the Escalante City or its departments contain a privacy policy statement that discloses:
 - 1. The identity of the governmental website operator;
 - 2. How the governmental website operator may be contacted;
 - 3. The personal data collected by the governmental entity;
 - 4. The practices related to disclosure of personal data collected by the governmental entity and/or the governmental website operator; and
 - 5. The procedures, if any, by which a user of a governmental entity may request:
 - a. Access to the user's personal data; and
 - b. Access to correct the user's personal data.
 - 6. A general description of the security measures in place to protect a user's personal data from unintended disclosure.

6.9.2 PRIVACY NOTICE

- A. Employees shall only collect personal data from individuals if, prior to collection of the data, Escalante City has provided a privacy notice to an individual asked to furnish personal data that complies with Utah Code §§ 63G-2-601(2), 63A-19-402, 63D-2-103(2)-(3), or other governing law, as applicable. This may include a notice developed in accordance with any template provided by the State Auditor or other agencies of jurisdiction.
- B. Such a personal data request privacy notice shall generally include:
 - 1. the record series that the personal data will be included in;
 - 2. the reasons the person is asked to furnish the information;

3. the intended purposes and uses of the information;
4. the consequences for refusing to provide the information; and
5. the classes of persons and entities that currently:
 - a. share the information with Escalante City; or
 - b. receive the information from Escalante City on a regular or contractual basis.

6.10 INDIVIDUAL REQUESTS

- A. The CAO of Escalante City shall ensure that the municipality has established appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:
 1. Individual's requests to access their personal data;
 2. Individual's requests to amend or correct their personal data;
 3. Individual's requests for an explanation of the purposes and uses of their personal data; and
 4. At-risk governmental employee requests to restrict access to their personal data.
- B. The CAO of Escalante City shall ensure that Escalante City has established processes for public access requests to inspect or copy the Escalante City records, which are not requests from an individual to access their personal data.
- C. The CAO of Escalante City shall ensure that employees of Escalante City follow established business practices with respect to GRAMA.

6.11 PROCESSING

6.11.1 MINIMUM DATA NECESSARY

6.11.2 RECORD AND DATA SHARING OR SELLING POLICY

6.11.3 RETENTION AND DISPOSITION OF RECORDS CONTAINING PERSONAL DATA

6.11.1 MINIMUM DATA NECESSARY

- A. The CAO of Escalante City shall ensure that all programs within Escalante City obtain and process only the minimum amount of personal data reasonably necessary to efficiently achieve a specified approved purpose.
- B. The CAO of Escalante City shall ensure that all programs within Escalante City regularly review their data collection practices to ensure compliance with the data minimization requirement.

6.11.2 RECORD AND DATA SHARING OR SELLING POLICY

- A. Escalante City will only share or disclose personal data when there is appropriate legal authority. The sale of personal data is prohibited unless required by law.
- B. Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, or researchers. Compliance with GRAMA or other governing law is contingent upon the purpose of the sharing, the parties involved, and the nature of the records.
- C. The CAO is required to report annually to the Chief Privacy Officer on personal data sharing and selling activities,

including types of data shared, the legal basis for sharing, and the entities receiving this data.

- D. All contracts involving personal data must incorporate appropriate privacy protection terms. Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.

6.11.3 RETENTION AND DISPOSITION OF RECORDS CONTAINING PERSONAL DATA

- A. Employees shall maintain, archive, and dispose of records—which includes all personal data—in accordance with the appropriate approved retention schedule.
- B. Employees shall comply with all other applicable laws or regulations related to retention or disposition of specific personal data held by Escalante City or by a particular operating unit or program of Escalante City.

6.12 INFORMATION SECURITY

6.12.1 INCIDENT RESPONSE

6.12.2 BREACH NOTIFICATION

6.12.1 INCIDENT RESPONSE

- A. Escalante City adopts and follows the DTS Cybersecurity Incident Response Plan to manage and address all security incidents, including data breaches, and privacy violations.
- B. Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the Enterprise Information Security Office (EISO). Any additional agency-specific response measures for non-IT incidents are the responsibility of the CAO to develop and implement as appropriate.
- C. The CAO of Escalante City shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by Escalante City.

6.12.2 BREACH NOTIFICATION

- A. Except in instances where a determination has been made that a release has a low probability of Compromising an individual, Escalante City is required to provide notice to an individual or the legal guardian of an individual, if the individual's personal data is affected by a data breach in accordance with Utah Code § 63A-19-406.
- B. The City Council is required to notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with Utah Code § 63A-19-405. The Offices that experience a data breach affecting fewer than 500 individuals must create and report an internal incident report in accordance with Utah Code § 63A-19-405(5). These requirements are in addition to any other reporting requirement to which Escalante City may be subject.

6.13 SURVEILLANCE

6.13.1 COVERT SURVEILLANCE

6.13.2 COOKIES, FINGERPRINTING, KEY LOGGERS, AND TRACKING TECHNOLOGIES

6.13.1 COVERT SURVEILLANCE

- A. Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.
- B. Employees are responsible for engaging with appropriate leadership for review—to include legal counsel where pertinent—of any activity that may be considered a type of surveillance.

C. The CAO of Escalante City shall ensure that all surveillance activities are documented and that a PIA for the activity has been completed.

6.13.2 COOKIES, FINGERPRINTING, KEY LOGGERS, AND TRACKING TECHNOLOGIES

Escalante City is committed to transparency and privacy protection for individuals that visit a website of Escalante City with regard to the use of any tracking technologies, including but not limited to cookies, device fingerprinting, key loggers, and other similar methods for monitoring or collecting information from website users.

A. Cookies

The use of cookies on Escalante City's websites and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.

B. Device Fingerprinting

Device fingerprinting is prohibited.

C. Key Loggers

Key loggers are prohibited.

D. Other Tracking Technologies

The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited.

6.14 RELATED DOCUMENTS

- DTS Cybersecurity Incident Response Plan
- Escalante City policy on handling public records requests under GRAMA

PASSED AND ADOPTED BY THE ESCALANTE CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Stowe	_____	_____	_____	_____
Councilmember Lyman	_____	_____	_____	_____
Councilmember Porter	_____	_____	_____	_____
Councilmember Orme	_____	_____	_____	_____
Councilmember Wilson	_____	_____	_____	_____
Presiding Officer				

Attest

Melani Torgersen, Mayor, Escalante City

Stephanie Steed, MMC, UCC, City Recorder, Escalante City

LEASE AGREEMENT

This agreement is made this day of June, 2025, by and between FRED SPENCER (hereinafter referred to as "LESSEE"), and ESCALANTE CITY, a political subdivision of the State of Utah. (Hereinafter referred to as "LESSOR").

RECITALS

- A. LESSOR is the owner of property located in the City of Escalante, State of Utah, more particularly described as follows:

Escalante City hanger located at the City Airport.

- B. LESSOR desires to lease the hanger to LESSEE.
C. LESSEE desires to lease the property described above.
D. The parties therefore desire to enter into a lease agreement defining their rights, duties and liabilities relating to the property.

IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

1. **LEASE:** LESSOR, in consideration of labor, and other covenants and terms herein agreed to be performed by LESSEE, hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the property described above.
2. **TERMS:** The preliminary term of this lease shall commence on the day of June 2025 and shall continue for a period of 24 month(s). Mowing of the airport weeds shall occur within 5 days of the 15th of each month beginning in May and continuing until mid-late September. Mowing shall also occur beginning in April and ending until mid-late October should the weeds be more than 10 (ten) inches in length. The equipment for mowing will be provided by Escalante City. Sterilant

shall be applied by LESSEE and provided by LESSOR before October 15th yearly.

Weeds shall be controlled around the hanger, at the communication shed, at the trail and at the campsite.

3. **RENTAL:** As and for a rental payment, and in consideration for LESSOR's agreement to lease the property to LESSEE, it is agreed that LESSEE shall be allowed to lease the property. LESSEE fully, freely, voluntarily and completely agrees to indemnify, protect, defend and hold completely harmless, Escalante City, the Escalante City Council, all City elected and appointed officials, agents, and employees, harmless and blameless from any and all responsibility, claim, lawsuit, or other liability, in law or in equity, which may now exist or hereafter arise in connection with or in any way related, directly or indirectly, to having his property or working at the Escalante City Airport. As and for a rental payment, and in consideration for LESSOR's agreement to lease the premises to LESSEE, it is agreed that LESSEE shall pay the monthly sum of \$100.00, to LESSOR. Rental payments shall be due on or before the 15th day of each month, beginning on the day of June, 2025. All rental payments shall be made by mailing via United States Mail, postage prepaid, or by delivering the payment to the following address:

Escalante City

P.O. Box 189

Escalante, Utah 84726

4. **COMPLIANCE WITH LAWS:** LESSEE agrees to not violate any health, building or zoning law, ordinance, or regulation of any governmental authority applicable to the leased space. LESSEE shall further, in the conduct of its

business on and in the use of the premises, at LESSEE's expense, comply with all applicable laws, ordinances, regulations and orders of any governmental authority having jurisdiction over the conduct of LESSEE or the leased premises. Likewise, LESSOR shall, at its own expense, comply with all applicable laws, ordinances, regulations, and orders of governmental authority respecting the activities of LESSOR and concerning the premises.

5. **INDEMNITY AND PUBLIC LIABILITY:** LESSEE covenants at all times to indemnify and hold LESSOR harmless from all injury, death, loss, liability, or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from any act or omissions by or through LESSEE, its agents, employees, invitees, or any person on the premises by reason of LESSEE's use or occupancy or resulting from LESSEE's non-use, or possession of such property and any and all loss, costs, liability or expense resulting therein from; and further covenants at all times to maintain such premises in a safe and careful manner.

6. **UTILITIES:** It is expressly agreed that utilities are included in this lease and will be provided by the LESSOR during the term of this agreement. Therefore, extension of utilities or other services to the leased premises shall be the sole responsibility of LESSOR

7. **ALTERATIONS AND IMPROVEMENTS:** No alterations, improvements or additions exceeding five hundred dollars (\$500.00) in cost shall be made by LESSEE without the express written consent of LESSOR until a final purchase price is made. Such written consent shall not be unreasonably withheld. However, it is agreed that any such alterations, improvements or additions made by

LESSEE to the leased premises shall be made at the sole expense of LESSEE.

Finally, in connection with any such alterations, improvements or additions to the leased premises, LESSEE expressly agrees to indemnify LESSOR from any and against any cost, expense or liability resulting from any mechanic's, laborer's, or materialman's lien which may be filed against the leased premises during the term of this lease.

8. **LANDLORD'S ACCESS TO PREMISES:** LESSOR, its agent, or nominee, at all reasonable times, shall have free access to the premises for the purpose of examining or inspecting the condition thereof and for purposes of flood control, to determine if LESSEE is performing the covenants and agreements of this lease, and to post such reasonable notices as LESSOR may desire to protect the rights of LESSOR, including, but not by way of limitation, notices of non-responsibility for lien claims.
9. **LIABILITY FOR LOSS OF PERSONAL PROPERTY:** It is understood that LESSEE may keep personal property used in its business, as well as other personal items belonging to its staff in or on the leased premises during the term of this lease, and LESSEE expressly agrees to indemnify and hold LESSOR harmless from loss or damage to such personal property due to theft, vandalism, fire, or other natural disaster or other condition occurring during the term of this agreement.
10. **LESSEE TO TAKE PREMISES "AS IS":** It is expressly understood and agreed that LESSEE has examined said premises and agrees to lease the premises in its present condition, and LESSEE further agrees to indemnify and hold LESSOR, its

officers, elected and appointed officials, agents and employees harmless from any and all liability that may result from any latent defects in the leased premises.

11. **UTAH LAW TO GOVERN:** This agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, interpretation, and intention of any of its terms, or its validity shall be determined in accordance with the laws of the State of Utah.
12. **NUMBER AND GENDER:** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, or masculine or neutral gender should be one of the other genders, it shall be so treated.
13. **PARAGRAPH HEADING:** The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this agreement.
14. **PARTIAL VALIDITY/SEVERALBILITY:** If any portion of this agreement shall be held invalid or inoperable, then insofar as is reasonable and possible:
 - A. The remainder of the agreement shall be considered valid and operative;
and
 - B. Effect shall be given to the intent manifested by the portion held invalid and inoperative.
15. **WAIVER:** The waiver by any party to this agreement of a breach of any provision of the agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this agreement.

16. **INTEGRATION:** All agreements heretofore made in the negotiation and preparation of this agreement between the parties hereto are superseded by and merged into this agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments or modifications hereto except those in writing signed by the parties hereto.
17. **TERMINATION:** If at any time either party wishes to withdraw from this agreement or modify the terms thereof, they shall, in writing, notify the other party of their intent. If, within thirty (30) days of receipt of the notification, the responding party does not notify the sending party of their desire to negotiate or otherwise modify the terms of this agreement, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties affix their signatures, on the day and year first above written.

ESCALANTE CITY

BY: _____
MELANI TORGENSEN, Mayor

BY: _____
FRED SPENCER, Lessee

ATTEST:

STEPHANIE STEED, City Recorder