MINUTES
ALTA TOWN COUNCIL SPECIAL MEETING
June 4, 2025, 9:00 PM

Alta Community Center, 10351 E. Highway 210, Alta, Utah

PRESENT:	Mayor Roger Bourke (attended virtually) Councilmember Carolyn Anctil Councilmember John Byrne (attended virtually) Councilmember Elise Morgan (attended virtually) Councilmember Dan Schilling
STAFF PRESENT:	Chris Cawley, Town Manager Mike Morey, Town Marshal Jen Clancy, Town Clerk Molly Austin, Assistant Town Manager
ALSO PRESENT:	Cameron Platt, Legal Counsel (attended virtually) Craig Heimark, Treasurer Sara Gibbs, Executive Director of ACE Aubrey Burnett, ACE Board Member
Not Present:	Brooke Boone, Deputy Town Clerk

1. **CALL THE MEETING TO ORDER**

Mayor Bourke called the special meeting of June 4, 2025 to order.

2. **PUBLIC COMMENT TO RECEIVE INPUT ON THE LEASE AGREEMENT GUIDELINES WITH ALTA COMMUNITY ENRICHMENT FOR OUR LADY OF THE SNOWS CENTER**

No public comment was received at this time. See comment from Megan Oliver later in the meeting.

3. **DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF AND LEGAL COUNSEL TO PROCEED IN DRAFTING AND EXECUTING A LEASE AGREEMENT WITH ALTA COMMUNITY ENRICHMENT FOR OUR LADY OF THE SNOWS CENTER THAT FOLLOWS THE LEASE AGREEMENT GUIDELINES AS APPROVED BY COUNCIL**

Chris Cawley opened the discussion with an overview of proposed lease terms for ACE (Alta Community Enrichment) to occupy the Our Lady of the Snows (OLS) building as its primary base for events. Cawley noted that the proposal was developed based on prior meetings with ACE representatives and incorporated public input regarding the future of OLS. Key guiding principles included maintaining OLS as a community center accessible to the public, providing ACE with a stable long-term home, and ensuring cost coverage for both the Town and ACE.

The proposal outlined a two-year lease term as an initial step, with annual check-ins and the possibility of a longer-term agreement in the future. Cawley proposed starting the rent at ACE's current rate, with a 5% annual increase cap. A contingency clause would generally tie ACE's occupancy to its continued provision of accessible arts, culture, education, and wellness programming, although without specific reference to ACE's mission or bylaws, given the difficulty of amending such documents.

Cawley also proposed that ACE manage all bookings through an online platform and operate under a non-discrimination policy to ensure equal access and transparency. ACE would maintain its current scheduling patterns, retain flexibility for additional events, and continue to host approximately 175 events per year. The Town would assume responsibility for building maintenance, utility costs, and periodic cleaning, while ACE would maintain cleanliness between events.

The revenue-sharing model was described as tiered where ACE would first cover its booking-related costs, then contribute to covering the Town's costs, with further revenue shared after both parties' costs were met. Cawley also mentioned including a right of first offer for ACE in the event of a future sale of the building.

Regarding lease termination, Clancy stated that legal counsel had recommended a standard 90-day termination notice for a two-year lease and a potential one-year notice for future long-term leases. Cameron Platt clarified that the 90-day term was simply a proposal appropriate for the lease length and noted a distinction between termination for cause (30-day notice) and termination without cause (90-day notice). Schilling raised concerns about fairness in the proposed termination terms, arguing that the Town should not be able to terminate the lease without cause during the agreed-upon term. Cawley acknowledged that the termination proposal was introduced without adequate discussion and suggested revisiting the issue within the working group.

Byrne supported the two-year lease term, noting that many provisions originally considered for a longer lease became less relevant with the shorter duration. Byrne emphasized the value of flexibility in the early phase and expressed discomfort with the word "ensure" regarding ACE's responsibilities. Byrne said he favored the trial approach as it relieved pressure to perfect the agreement upfront.

Mayor Bourke likened the lease to a "trial marriage" intended to evolve into a longer-term relationship, emphasizing the need for both sides to learn how to "live together."

Schilling objected to including a clause allowing the Town to terminate the lease within the two-year term, saying it created an imbalance and undermined the spirit of partnership. Platt, who drafted the termination language based on standard commercial leases, acknowledged the concern and agreed to revise it to avoid putting ACE at a disadvantage. Morgan also supported removing the early termination clause, citing fairness and the need for stability, especially given the short lease term.

Cawley reiterated that public input showed strong community support for ACE and that the lease should reflect that priority. Cawley recalled previous council discussions about the town's use of the building, including potential future needs like relocating the post office. However, Cawley agreed these considerations were more relevant for a long-term lease and not urgent during the initial two-year term. Schilling emphasized the importance of giving ACE stability and space to fulfill its mission during the lease period. Schilling also noted that the Town should use this time to reflect on its own evolving needs now that it owns the community center, having secured a long-term facility.

Mayor Bourke said the trial period would help both parties identify what works and make changes as needed. Schilling added that the town must also adjust its broader strategy during this time.

Sara Gibbs (ACE Executive Director) shared that the two-year lease was her suggestion, introduced during a meeting with Clancy and Cawley. Gibbs explained the need to test the arrangement before committing long-term, especially to ensure it worked for ACE, the Town, and their respective employees. Gibbs expressed confidence in ACE's financial readiness and operational capacity to manage the building and community bookings, which she said would relieve the Town's burden while keeping the facility accessible to the community. Gibbs stressed ACE's commitment to inclusion and clarified that the organization's mission remains aligned with community needs, including mental health and well-being. She reassured the council that ACE's future was not dependent on any one individual, referencing a strong leadership succession plan.

Anctil asked if it was an appropriate time to raise questions. Clancy responded by encouraging the Mayor to invite each council member to share comments or questions. Before doing so, Mayor Bourke asked if the meeting included time for public comment. Clancy confirmed it did.

Public comment followed from Megan Oliver, employee of ACE, who joined via Zoom. Oliver stated her support for the proposed lease, emphasizing the spirit of teamwork and her ongoing coordination with Gibbs. Oliver noted that if ACE were to take on responsibility for booking, she would be confident in managing that role and was excited at the prospect.

Morgan praised the draft lease agreement, noting its thoroughness and professionalism compared to past agreements. Morgan expressed confidence in the collaborative work done by Town staff and ACE and was especially reassured to hear that the two-year lease term had been proposed by Gibbs, a concern she had also heard in the community. Morgan stated her only concern had been related to termination, which had already been addressed, and expressed hope that the agreement could evolve into a longer-term arrangement after the initial term.

Byrne then shared feedback, supporting the two-year term as a more relaxed trial period. Byrne raised concern about the phrase "content neutral," questioning its meaning and legal implications. Cawley explained that the term applied to potential aesthetic changes within the building, not events or programming, using the example of wall murals. Anctil suggested "culturally appropriate" as a better alternative, and Platt provided legal context, stating the government cannot restrict content based on viewpoint but can regulate expression based on time, place, and manner. Gibbs confirmed that the content reference related specifically to decorations in public spaces like bathrooms and the vestibule, not to the nature of events.

Byrne also objected to the word "ensure" in a clause stating ACE would "ensure" the facility was ready for events, noting that it implied too much liability for circumstances often outside ACE's control. Byrne recommended using language such as "endeavor" or another softer alternative. Cawley and Gibbs agreed that the expectation was essentially a broom-swept and trash-free space. Byrne emphasized that failure to meet such a standard, especially under unpredictable circumstances like a blizzard, should not automatically constitute a lease violation.

Byrne raised a question about the fee structure. Byrne noted the confusion created by listing a $150 nightly charge for Little Cottonwood Canyon nonprofits, while ACE would pay a $4,000 flat annual rent. Byrne clarified that ACE should not be subject to nightly charges, and the fee schedule should clearly differentiate between ACE and other users. Clancy explained that the only number the Town would officially adopt on its fee schedule would be ACE's rent; the remainder of the fee structure was ACE's internal policy, included only for the Council's understanding. Anctil requested that the Town not be charged for using the building, noting that the original draft had proposed a charge. Gibbs shared that she had previously been instructed to charge the Town but had never felt entirely comfortable with it. Clancy added that earlier discussions about ACE taking on more responsibility had evolved, and the current arrangement better balanced responsibilities between ACE and the Town.

Byrne stressing the importance of a printed and consistent fee schedule to prevent any potential claims of discrimination, especially if different groups with varying affiliations or viewpoints were renting the space. Byrne supported including ACE's rent on the Town's fee schedule while leaving other rental details to ACE's discretion.

Craig Heimark addressed the council by expressing strong support for the trial period provided by the short-term lease, stating that a future long-term lease should include clearer articulation of intent behind specific provisions. Heimark used the example of the revenue-sharing model, which initially seemed confusing but made sense once the rationale was explained that ACE would first recoup its booking-related administrative costs, followed by the Town recovering its operating costs, and finally a revenue split that incentivizes ACE's performance. Heimark suggested including such intent language explicitly in a future long-term lease to enhance clarity and transparency. Heimark also supported tiered pricing that favors nonprofits over for-profit events, noting this reflects ACE's values and the Town's priorities.

Byrne inquired whether the proposed $150 nonprofit rate was consistent with recent charges. Gibbs confirmed that it aligned with current practices and was developed in consultation with prior staff. Gibbs clarified that nonprofits from Alta or Little Cottonwood Canyon would pay $150, while those from outside the area would pay $800, and noted that local nonprofit use has been very infrequent.

Anctil highlighted that ACE should be in charge of the fee structure and the Town should not micromanage. Anctil added that while ACE has discretion, it would be appropriate for the Town to intervene only if fees became unreasonable. Gibbs humorously noted that if her replacement were "evil Sara" and implemented outrageous fees, the Town should certainly step in.

Anctil further emphasized that the building should remain a community space, with free use for town council meetings and staff retreats, and that this spirit should be reflected in the lease's intent. Clancy asked Platt about how such intent language is typically included. Platt recommended placing it in the preamble or directly within applicable lease sections.

Schilling voiced strong support for the lease and ACE's mission, praising the arrangement's flexibility and projected stability. He suggested the Town also consider ways to honor the building's historical significance—perhaps through a plaque or similar recognition. Gibbs responded that she had ideas for doing so but had held off in case she would not be able to follow through. Schilling expressed excitement for her plans.

Anctil echoed appreciation for ACE's work and said the lease gives ACE the chance to truly make the space its own. Anctil relayed feedback from the community that questioned ACE's status in the building and concerns over Town spending. Anctil praised the continuation of the current Lady of the Snows arrangement and supported a simplified fiscal structure, suggesting that all rental revenues be split 65/35 from the outset, rather than through a more complex tiered approach. Anctil argued that the public would better accept the cost of the building if they understood that rental revenues would offset operating costs. Anctil emphasized that while ACE should be free to decorate the building, such aesthetic improvements should not be billed to the Town. Lastly, Anctil asked ACE to launch a proactive social media campaign acknowledging the collaborative effort behind the lease and expressing excitement for its new role in the building. Gibbs confirmed she had a plan in place, contingent on this meeting's outcome.

Mayor Bourke recommended avoiding the urge to resolve every detail now, noting that the trial period would allow issues to surface and be addressed later. Mayor Bourke proposed creating a "squawk list" of feedback and fixes to review and refine over time. Bourke praised the current cooperative spirit, especially considering how strained things felt six weeks prior, and commended everyone involved for reaching a collaborative solution. Byrne clarified that the tiered revenue model had initially been developed to help ACE justify hiring additional help for expanded responsibilities. He acknowledged it could be simplified if the Council preferred.

Clancy summarized key areas for refinement, noting general consensus around them: revising or clarifying language such as "content neutral," avoiding overly strict terms like "ensure," incorporating a statement of intent, and clearly stating which party bears costs for decorating. Clancy agreed the three-tiered revenue structure had added complexity and welcomed further suggestions or direction from the Council. Clancy affirmed that the team's goal is to balance clarity, fairness, and comfort for both parties.

Morgan expressed support for the proposed tiered structure, noting that the short-term nature of the lease would allow for adjustments based on real-world experience. Morgan asked whether staff needed a formal vote from the council to move forward. Clancy confirmed that the council could direct staff and legal counsel to proceed with drafting and executing the lease in accordance with the proposed guidelines. This would delegate the remaining work to staff and avoid the need for a future council vote unless desired.

Cawley emphasized that having ACE manage bookings was preferable not only because it avoided creating a new town program but also because ACE's broader reach and existing relationships with community groups positioned them to revitalize the facility and increase its use over time.

Byrne agreed that staff should be given broad discretion to move forward, especially given the short-term nature of the lease.

MOTION: Dan Schilling motioned direct staff and legal counsel to proceed in drafting and executing a lease agreement with Alta Community Enrichment for Our Lady of the Snows Center that follows the lease guidelines presented to the council. Elise Morgan seconded.

VOTE: All in favor. The motion passed unanimously.

RESULT: APPROVED

4. **MOTION TO ADJOURN**

MOTION: Elise Morgan motioned to adjourn, and Dan Schilling seconded.

VOTE: All in favor. The meeting was unanimously adjourned.

RESULT: APPROVED

Passed this 9th day of July, 2025

Jen Clancy

Jen Clancy, Town Clerk