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Alta Town Council Special Meeting Packet

June 4, 2025

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AGENDA
SPECIAL MEETING
ALTA TOWN COUNCIL
JUNE 4, 2025 - 9:00 AM
ALTA COMMUNITY CENTER
ALTA, UTAH

We encourage you to join us in person. This will be a hybrid meeting with virtual meeting instructions on our website: <https://townofalta.utah.gov/>

Public comment - please note, each person will be able to speak for up to 3 minutes. Written public input can be submitted here: <https://townofalta.utah.gov/public-comment-form/>

To make a public comment virtually we recommend you notify Brooke Boone via email (brooke@townofalta.com) in advance of the meeting.

Meeting Agenda

1. Call the special meeting to order
2. Public comment to receive input on the lease agreement guidelines with Alta Community Enrichment for Our lady of the Snows Center
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 the council
4. Motion to adjourn

Notice Provisions:

- Motions relating to any of the foregoing including final action may be taken at the meeting.
- One or more members of the Town Council may attend by electronic means, including telephonically. Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the ALTA COMMUNITY CENTER, 10361 EAST HWY 210, ALTA, UTAH
- Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request with three (3) working days' notice. For assistance, please call the Alta Town Office at 801-363-5105
- By motion of the Alta Town Council, pursuant to Title 52, Chapter 4 of the Utah Code, the Town Council may vote to hold a closed meeting for any of the purposes identified.

Alta Town Council

Staff Report



To: Town Council

From: Chris Cawley, Town Manager; Jen Clancy, Town Clerk

Re: June 4 Town Council Meeting Regarding Proposed Terms of Lease Agreement Between Town of Alta and Alta Community Enrichment For Use Of Our Lady Of The Snows Center

Date: May 22, 2025

Attachments:

Our Lady of the Snows Center Purchase: Recent Events

Staff have met with representatives of Alta Community Enrichment (ACE) twice to discuss potential terms of a lease agreement for Alta Community Enrichment to use Our Lady of the Snows (OLS) as its base of operations and primary event space.

Purpose and Guiding Principles:

- Ensure OLS continues to function as Alta's community center and remains accessible for community use as it has in the past
- Provide ACE with a stable home that allows the organization to grow
- Establish a rent and user fee structure to cover costs for both the Town and ACE
- Assign responsibilities for operations and maintenance

Highlights

Duration:

We propose an initial 2-year term to evaluate whether the arrangement is sustainable and desirable for both parties. Staff recommends considering a longer-term lease prior to the conclusion of the initial term. The arrangement will provide for annual "check-ins" to evaluate the arrangement.

Rent:

\$4,250 annually, with annual increases capped at 5 percent. This is the cost of ACE's current rental agreement.

Contingency:

The arrangement would be contingent upon ACE continuing to provide community event programming that is free or low-cost to participate in. This would be an important component of a longer-term lease agreement.

ACE Events Scheduling

ACE would reserve three afternoons/evenings a week as they currently do and would schedule certain feature events such as the gear swap and art sale months in advance. ACE would maintain the flexibility to hold additional events based on need and availability.

Facility Maintenance and Management

Town of Alta will employ and manage staff to maintain and periodically clean the building, perform snow removal, and perform basic building maintenance needs. The Town would also pay utility bills.

ACE will clean and organize the building after ACE events and may move the ACE office to OLS.

Bookings

ACE will manage bookings through an online platform and promote booking opportunities. ACE will provide access to bookings information to Town staff as requested. ACE will offer bookings on a first-come, first-served basis, with a non-discrimination policy in place to ensure public access and equal opportunity

Revenue-Sharing

Staff proposes a system of 3 tiers of revenue-sharing to help ACE transition into and the role of managing facility bookings that will also provide revenue to the Town to offset the costs of operating the building.

ROFR

The agreement would include a “right of first offer” on a future purchase of the building at fair-market value by ACE.

Our Lady of the Snows Center

LEASE AGREEMENT GUIDELINES

We are presenting the Town Council and Alta Community Enrichment (ACE) Board with guidelines for a lease agreement. Once the nuts and bolts (ie guidelines) are acceptable to the Town Council, ACE Board, and staff for both agencies, then they can be worked up into a formal agreement. We hope presenting the materials in this format makes it easier to digest and discuss.

Purpose

These guidelines establish the basic terms for ACE's continued use of the Our Lady of the Snows (OLS) building as a hub for arts, cultural programming, and community engagement activities in accordance with ACE's mission to enrich the Alta community. The purpose of these guidelines is to preserve this vital community space for diverse public programming while maintaining ACE's established presence and programming role at the facility for the benefit of Alta's residents and visitors. The lease that comes from these guidelines shall serve as a transitional agreement that will allow both parties to establish clear operational expectations and a working relationship before entering into a longer-term lease arrangement.

Lease Term and Conditions

Duration: The term of the lease shall be for two (2) years commencing on July 1, 2025 and ending on June 30, 2027. The parties acknowledge their mutual intent to negotiate a longer term, 10 year lease agreement prior to the expiration of this lease term, but such negotiations shall not extend or modify the terms of this agreement.

Annual Review: Both parties recognize this lease represents a unique arrangement and agree to conduct annual check-ins between TOA and ACE to ensure smooth operations and to be able to work through any challenges that need to be addressed prior to a longer term lease being drafted.

Contingency: This lease arrangement is contingent upon ACE continuing to create opportunities in arts, culture, and education for the enhancement and well-being of the Little Cottonwood Canyon community and providing these opportunities to the community for free or very little cost.

Notification: If TOA plans to repurpose the building and/or conduct work that would displace ACE (temporarily or permanently), TOA will provide ACE with one-year advance notice along with assurance of continued space at the building.

ACE RESPONSIBILITIES

Usage Schedule

May - October:

- Monday, Tuesday, Thursday: noon - midnight
- Random extra events not on listed days

November - April:

- Monday: 3:30 pm - midnight
- Tuesday, Thursday: 4 pm - midnight
- Gear Swap: First weekend of December
- Art Sales: Holiday and Valentine's
- Mountainfilm and other movies: Dates TBD
- Random extra events not on listed days

Note: Not every day listed will be used, but blocking them out is helpful.

Facilities

- ACE maintains its locked storage closet at OLS
- ACE may move its office to OLS
- ACE is trying to provide parking access for 2 vehicles (Town staff is working to facilitate this request).
- ACE may make updates to the walls in the bathrooms, vestibule, and closets
 - all will be content-neutral
- Other improvements shall be presented by ACE Executive Director to the Town Manager for written approval
- If the Town asks ACE to do additional work related to the building, the TOA will compensate ACE at the average hourly ACE staff rate at that time.

Booking Management

- ACE will manage all bookings and usage of the building via their platforms
- ACE will provide booking information to the Town Manager upon request
- ACE will maintain a dedicated calendar for bookings on the ACE website
- ACE will manage events on a first come first serve basis

- ACE will manage revenue generated from bookings
 - A portion of these funds will be redirected to TOA to cover building costs
- ACE will maximize building use and income generation
- ACE will ensure the building is ready and in working order for all booked events
- ACE will include its Nondiscrimination Policy on booking information to ensure equal access

Operational Responsibilities

- ACE will maintain all proper insurances for all events and its employees
- ACE will keep the building clean, neat, and orderly after their events
- ACE will pay for any repair costs if damage occurs during an ACE-hosted event
- ACE will obtain special use permits (for serving alcohol) if needed for public events
- ACE will communicate with Town shovelers and maintenance personnel (but does not employ, manage, or pay them)

Rent and Revenue Sharing Terms

Base Rent

- ACE shall pay the Town an annual rent of \$4,250 for the first year, due in a single annual installment. Beginning in the second year, the annual rent may increase by no more than 5% per year.

Revenue Sharing

- The purpose of this revenue-sharing model is designed to protect the interests of both the Town and ACE during the initial phase of this new rent arrangement. It also incentivizes ACE to actively rent the facility.
 - ACE's share of the rental revenue may be used to cover such costs as staff time for booking management, insurance, credit card fees, and other related expenses.
 - The Town's share will be used to cover utilities and staffing costs as outlined in this arrangement.
- ACE shall share a portion of the rental revenue with the Town based on a tiered system. At the end of each fiscal year, ACE will prepare a report tallying the total rental fees collected by ACE and calculating each agency's share based on the tiered system (this does not include the rent ACE pays to the Town). The revenue thresholds listed below shall only increase each year by the same proportion of any increase in ACE's base rent.

- Tier 1: If ACE collects less than \$10,000 in total rental revenue, ACE shall keep the first \$3,500 in revenue raised and the Town will receive the difference (total revenue minus \$3,500).
- Tier 2: If ACE collects between \$10,000 and \$20,000, then ACE shall pay the Town 65% of the total rental revenue and keep 35%.
- Tier 3: If ACE collects more than \$20,000, it shall pay the Town:
 - 65% of the first \$20,000, plus
 - 35% of the amount exceeding \$20,000.

Revenue Sharing Examples

Total Rental Revenue	Tier	Town's Share	ACE's Share	Notes
\$2,500	Tier 1	\$0	\$2,500	Up to first \$3,500 in revenue stays with ACE
\$3,500	Tier 1	\$0	\$3,500	First \$3,500 stays with ACE
\$5,000	Tier 1	\$1,500 (\$5,000 - \$3,500)	\$3,500	Balance over \$3,500 goes to Town
\$7,500	Tier 1	\$4,000 (\$7,500 - \$3,500)	\$3,500	Balance over \$3,500 goes to Town
\$10,000	Tier 2	\$6,500 (65% of \$10,000)	\$3,500 (35% of \$10,000)	Applies 65/35 split to full amount
\$15,000	Tier 2	\$9,750 (65% of \$15,000)	\$5,250 (35% of \$15,000)	Applies 65/35 split to full amount
\$21,000	Tier 3	\$13,000 (65% of \$20,000) + \$350 (35% of \$1,000) = \$13,350	\$7,000 (35% of \$20,000) + \$650 (65% of \$1,000) = \$7,650	Tier 3 kicks in above \$20,000 — only the amount over \$20k is at 35%
\$30,000	Tier 3	\$13,000 (65% of \$20,000) + \$3,500 (35% of \$10,000) = \$16,500	\$7,000 (35% of \$20,000) + \$6,500 (65% of \$10,000) = \$13,500	Town takes 65% of first \$20k, 35% of amount above

TOA (TOWN) RESPONSIBILITIES

Maintenance & Upkeep

- TOA will hire, insure, and compensate employees for maintenance, cleaning, and shoveling
- TOA will have the building cleaned once a week with excess garbage and recycling removed
- TOA will have windows cleaned once a year
- TOA will keep the snowblower in working order and provide shovels and salt
- TOA will provide timely snow shoveling for building access
- TOA will be responsible for managing rodent and ant issues
- TOA will keep OLS in working order and clean
- TOA will complete small repairs within 5 business days (e.g., lights, etc.)
- TOA will be responsible for the upkeep and maintenance of painting the main room and kitchen

Administrative Responsibilities

- TOA will maintain proper insurance for the building and its employees
- TOA will be responsible for all utilities and fees associated with OLS
- TOA will keep OLS equipped with supplies
- TOA may schedule town meetings as needed with ACE, and clean up after
- If TOA plans to repurpose the building, ACE will receive a one-year notice with assurance of continued space at the building

Option to Purchase

A written right of first offer in favor of Alta Community Enrichment, in ordinary and customary form, providing that if the Town were ever in a position where it intended to sell the building, ACE would be given the exclusive first opportunity for a reasonable period of time to negotiate a mutually agreeable purchase of the building for its then appraised fair market value.

RENTAL

RATES

RENTALS

EVENTS/ WEDDINGS	\$800
ALTA BUSINESSES	\$600
MEMORIALS	\$400
LITTLE COTTONWOOD NONPROFITS	\$150
TOWN OF ALTA	\$0

ADDITIONS

AV RENTAL	\$200
EXTRA DAY	\$300
CLEANING / DAMAGE FEES	\$200