

**Parks and Recreation Commission
Staff Report**

Meeting Date: June 3, 2014

Agenda Item Number: 3C

Applicant: Roger Moellendorf

Request: **For Possible Action:** To review and discuss and possibly make recommendations to the Board of Supervisors regarding the existing facility use agreement for the use of the Multi-purpose Athletic Center (MAC) by the Boys & Girls Club of Western Nevada.

General Discussion: Attached, as Exhibit A, please find a Parks and Recreation Commission Staff Report 4H and minutes from the October 4, 2011 Parks and Recreation Commission meeting. During this meeting the Parks and Recreation Commission approved and made a recommendation to the Board of Supervisors to reject a previously proposed joint use agreement between the city and the Boys and Girls Club and recommended approval of a facility rental agreement. Exhibit 3B consists of Staff Report 4G from the October 4, 2011 commission meeting and the rejected joint use agreement. Also, attached as Exhibit C, is a staff report and minutes of the Board of Supervisors meeting of October 20, 2011 Board meeting in which the Board approved using a facility rental agreement in place of a joint use agreement for the use of the MAC by the Boys and Girls Club.

Staff recommended the change from a joint use agreement to a facility rental agreement due to a change in the design of the facility which included: changing the facility from an indoor recreation center to a MAC; changing the MAC from a co-joined building to separate buildings; changing the amount of property that would be deeded to the City from the Boys & Girls Club; and the re-evaluation of the use of the Boys & Girls Club property by the Parks and Recreation Department.

It was felt by the Parks and Recreation Department staff that the facility rental agreement provided more flexible, efficient, and affordable use of the MAC by the Boys & Girls Club. The Club could adjust their use as demand dictated and the rental agreement would be credited from their annual appropriation from the Board of Supervisors. There may additional options to consider such as exchange of facility uses by each party as well as in-kind services that could be beneficial to both parties and reduce the costs to the Boys and Girls Club.

Staff is anxious to receive input from both the Commission and the Boys & Girls Club.

Recommended Action: Staff has no recommended action.

Parks and Recreation Commission Staff Report

Meeting Date: October 4, 2011

Agenda Item Number: 4H

Applicant: Roger Moellendorf, Director

Request: For possible action to recommend rejection of the proposed Joint Use Agreement between the City of Carson and the Boys and Girls Club of Western Nevada and recommend approval of a facility rental concept with the Boys and Girls Club for the proposed Multi-Purpose Athletic Complex.

General Discussion: After considerable deliberation, staff is recommending abandoning a Joint Use Agreement with the Boys and Girls Club of Western Nevada and replacing it with a Facility Rental Agreement. Staff feels this would substantially simplify the process yet still provides for a straight forward approach that will ensure adequate protection and assurance for the use of the MAC by both parties. The fact that staff has no planned routine uses for the Boys and Girls Club facilities lends credence to a Facility Rental Agreement in that the agreement is oriented in one direction, that being a rental by the Boys and Girls Club from the City for use of the MAC for their programs and activities. The City and the Boys and Girls Club can enter into negotiations in the event the City finds a need to use Boys and Girls Club facilities as circumstances arise.

Essentially the City would enter into a Facility Rental Agreement with the Boys and Girls Club with the rental rate based on an hourly rate for one gym (one half of the gym area). The hourly rate is based on the cost to operate the facility. The rental would be based on a four hour minimum. The total rental cost would be based on \$20,000 per year use by the Boys and Girls Club and would be in the form of a credit from the budgeted \$120,000 support from the Board of Supervisors to the Boys and Girls Club from the Quality of Life Funds. The four hour minimum would consist of "blocks" of rental time. This would allow the Boys and Girls Club to use their "blocks" in the most efficient manner for their programs. An annual schedule of the use of these "blocks" would be approved by the Parks and Recreation Department. The Rental Agreement could be approved annually initially with consideration of longer terms in the future.

The following outline illustrates how the Rental Concept would be implemented:

1. Annual estimated operating budget is \$148,500 per year
2. Total and initial estimated program hours per year = 3,480
3. Estimated cost per hour is \$42.68 per hour ($\$148,500/3,480$)
4. Rental cost per hour for one gym is \$21.34
5. Rental minimum is four hours = One Block
6. One Block = 4 hrs x \$21.34 = \$85.36 per Block
7. $\$20,000/\$85.36 = 234$ Blocks per year. The \$20,000 represents credit from the Board of Supervisors' annual contribution to the Boys and Girls Club.
8. 234 blocks = 936 hours per year

This concept has been presented to Hal Hansen, Executive Director of the Board of the Boys and Girls Club. It will be presented to the Boys and Girls Club during their September 15, 2011, meeting. Staff hopes to bring this concept to the Board of Supervisors for their approval with a positive recommendation from the Parks and Recreation Commission at the October 20, 2011, Board of Supervisors meeting.

Recommended Action: I move to recommend rejection of the proposed Joint Use Agreement between the City of Carson and the Boys and Girls Club of Western Nevada and recommend approval of a facility rental concept with the Boys and Girls Club for the proposed Multi-Purpose Athletic Complex.

CARSON CITY PARKS AND RECREATION COMMISSION
Minutes of the October 4, 2011 Meeting
Page 5

Commissioner Lehmann and Chairperson Lasco agreed that the Commissioners should hear item 4H prior to making a decision. Mr. Moellendorf reiterated the importance of the relationship with the BGC to the Parks and Recreation Staff.

Commissioner Wilson Returned at 8 p.m.

H. FOR POSSIBLE ACTION TO RECOMMEND REJECTION OF THE PROPOSED JOINT USE AGREEMENT BETWEEN THE CITY OF CARSON CITY AND THE BOYS AND GIRLS CLUB OF WESTERN NEVADA AND RECOMMEND APPROVAL OF A FACILITY RENTAL CONCEPT WITH THE BOYS AND GIRLS CLUB FOR THE PROPOSED MULTI-PURPOSE ATHLETIC COMPLEX. (7:30:49) – Mr. Moellendorf recommended abandoning the joint-use agreement with BGC and replacing it with a rental agreement for the use of the MAC. He suggested that Youth Sports of America (YSA) deal directly with the BGC without the City’s involvement. Mr. Moellendorf believed that they could work with the BGC to program the facility hours to benefit both the City and the BGC. In response to a question by Commissioner Adams, Mr. Moellendorf explained that the BGC hours would be reduced based on the \$20,000 rental fees the BGC could pay. In response to a question by Commissioner Curtis, Mr. Moellendorf explained that the Staff recommendation would be that a project of this nature would require General Fund support. He also agreed with Vice Chairperson Walt that none of their facilities could operate on a cost-recovery basis. Commissioner Lehmann stated that the City had not been “stingy” with the BGC, and believed that the MAC should be funded with Question 18 funds. Mr. Moellendorf clarified that capital construction costs were funded by Question 18. Commissioner Brod expressed her discomfort with making a decision tonight because she needed more information. Vice Chairperson Walt believed that approving this agenda item “would keep the conversation going”. **Vice Chairperson Walt moved to recommend rejection of the proposed joint use agreement between the Boys and Girls Club of Western Nevada and recommend approval of a facility rental concept with the Boys and Girls Club for the proposed Multi-Purpose Athletic Complex concept. The motion was seconded by Commissioner Curtis.** Commissioner Curtis advised against discussing cost recovery for other facilities at the BOS meeting. Commissioner Wilson received clarification that this vote was about a rental concept. Mr. Moellendorf clarified for Commissioner Lehmann that the same rental fee structure would apply to anyone renting the facility. Discussion ensued regarding fees. **Chairperson Lasco called for public comments and when none were forthcoming, a vote. Motion carried 9-0.**

I. FOR POSSIBLE ACTION TO RECOMMEND AN OPERATIONS BUDGET FOR THE PROPOSED MULTI-PURPOSE ATHLETIC COMPLEX PROJECT. (8:23:20) – Chairperson Lasco introduced the item. Mr. Moellendorf advised that since this was a possible action item, he recommended not taking action at this time. Commissioner Lehmann received clarification that the Commission would vote on this item when the budget was better defined.

J. FOR POSSIBLE ACTION TO RECOMMEND APPROVAL TO THE BOARD OF SUPERVISORS AN “AMENDED OPTION AGREEMENT” BETWEEN THE BOYS AND GIRLS CLUB OF WESTERN NEVADA AND THE CITY OF CARSON CITY FOR THE PURCHASE OF BOYS AND GIRLS CLUB PROPERTY ALONG RUSSELL WAY FOR THE PURPOSE OF BUILDING A RECREATION CENTER (MULTI-PURPOSE ATHLETIC COMPLEX). (8:25:10) – Chairperson Lasco introduced the item. Mr. Moellendorf gave background and referred to Exhibit A, incorporated into the record. He iterated the Staff recommendation of retaining Parcel 1, while the BCG maintained ownership of the Parking lot, the landscaping, and the courts. He believed that owning the parking lot could be advantageous for the BGC. Commissioner Curtis received clarification that future expansions would not create issues. **Commissioner Curtis moved to recommend approval to the Board of Supervisors an “amended option agreement” between the Boys and Gils Club of Western Nevada and the City of Carson City, for the purchase of Boys and Girls Club Property along Russell Way for the purpose of building a recreation center (Multi-Purpose Athletic Complex). The motion was seconded by Commissioner Adams.** **Chairperson Lasco called for public comments and when none were forthcoming, a vote. Motion carried 9-0.** Mr. Moellendorf thanked the Commission for their patience. Commissioner Adams wanted to make certain they worked closely with the Boys and Gils Club by making concessions and wanted to pass that message on to the Board of Supervisors.

Parks and Recreation Commission Staff Report

Meeting Date: October 4, 2011

Agenda Item Number: 4G

Applicant: Roger Moellendorf, Director

Request: For possible action regarding recommending a Joint Use Agreement including a proposed budget between the City of Carson City and the Boys and Girls Club of Western Nevada governing the use of the Multi-purpose Athletic Complex proposed to be built on Boys and Girls Club of Western Nevada property along Russell Way.

General Discussion:

Attached as "Exhibit A" is a draft "Joint Use of Facilities Agreement" governing the use of the proposed Multi-purpose Athletic Complex (MAC) and facilities owned by the Boys and Girls Club between the City of Carson City and the Boys and Girls Club of Western Nevada; "Exhibit B" a draft "MAC USE" spread sheet; "Exhibit C" "MULTI-PURPOSE ATHLETIC CENTER PROPOSED BUDGET" and "Exhibit D" "Carson City Multi-purpose Athletic Complex Conceptual Site Plan."

The purpose of the Joint Use Agreement is to determine and govern the operations and use of the MAC and facilities owned by the Boys and Girls Club of Western Nevada, between the City of Carson City and the Boys and Girls Club. The agreement allows for free use by the public and Boys and Girls Club participants for all facilities based on a programmable schedule. Basically, the Agreement allows each party to use the other party's facilities outside of the owner's primary operation schedule. Because of the multi-use attributes of the MAC there is allowance for overlap or concurrent use of this facility by both the City and the Boys and Girls Club.

The Joint Use Agreement defines the ownership of facilities and specific times of use by each party for the MAC, the Clubhouse, and the Outdoor Facilities. These hours are illustrated in Exhibit B. The City's use represents an estimated 66% of the use of the MAC, while Boys and Girls Club use represents 34%. These percentages are used as the basis to determine each party's proportional operational costs. It should be noted, the Boys and Girls Club is concerned about the costs associated with their use, and negotiations and alternatives are still being discussed.

Staff looks forward to providing a detailed explanation of the Joint Use Agreement to the Commission and receiving the Commission's comments.

Recommended Action: I move to recommend a Joint Use Agreement including a proposed budget between the City of Carson City and the Boys and Girls Club of Western Nevada governing the use of the Multi-purpose Athletic Complex proposed to be built on Boys and Girls Club of Western Nevada property along Russell Way.

JOINT USE OF FACILITIES AGREEMENT

This Agreement (the "Agreement"), is made effective as of this _____ day of _____, 2011, by and between the City and County of Carson City, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "City") and Boys and Girls Club of Western Nevada Inc. (a Nevada Non-Profit Corporation) (hereinafter referred to as "BGC") collectively referred to as the "Parties."

RECITALS

WHEREAS, the Board of Supervisors of Carson City find and resolves that the site for the Carson City Multi-purpose Athletic Center ("MAC") and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference is the location that will best service the recreational and sports needs of the residents of Carson City and the city's demographics.

WHEREAS, the Board of Supervisors on June 18, 2009, approved an agreement between the City and the BGC to acquire an Option in the amount of THREE HUNDRED SEVENTY THOUSAND AND 00/100ths Dollars (\$375,000.00) to purchase real property of the BGC for the purpose of constructing a recreation center adjacent to the Boys and Girls Clubhouse; and

WHEREAS, the BGC will transfer the ownership of the aforementioned property to the City for the amount paid for the Option, plus consideration set forth in the Joint Use Agreement between the parties, and that the City will be the owner of this certain property located in Carson City, Nevada, which includes the MAC and appurtenant parking lot and will be commonly referred to as the MAC in accordance with the deed transferring the land from the BGC to the City; and

WHEREAS, the BGC is the owner in fee simple of certain real property located in Carson City, Nevada which includes the Clubhouse, outdoor facilities (including tennis courts, basketball courts and playfield and appurtenant parking lot and more particularly referred to as the Boys and Girls Club of Western Nevada Clubhouse ("Clubhouse"); and

WHEREAS, the said parcels are adjacent parcels of land; and

WHEREAS, the City wishes to have access to and the use of the Clubhouse including its parking lot and Outdoor Facilities for the purpose of programming City sponsored programs and events during the hours that BGC is not using the Clubhouse and Outdoor Facilities; and

WHEREAS, the BGC wishes to have access to and the use of the MAC for the purpose of programming BGC sponsored programs and events during the hours that the City is not using the MAC; and

WHEREAS, the City and BGC consider it to be in their best interests and the best interest of the Community to provide access to their respective facilities in exchange for access to the other party's respective facilities; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, the City and the BGC agree as to follows:

1. Except as otherwise provided in this paragraph, the City agrees that the BGC may use the MAC subject to the standard terms and conditions for the use of the MAC adopted by the City or with the consent of the Director, during the hours of 2 p.m. to 6 p.m. on the days of Monday, Tuesday, Wednesday, Thursday and Friday during the traditional school year as adopted by the Carson City School District. The City during the hours of 10 a.m. to 6 p.m. on the days of Monday, Tuesday, Wednesday, Thursday and Friday during the Summer Break of the traditional school year as adopted by the Carson City School District. The City and the BGC agree that if the Carson City School District discontinues the use of a traditional school year for the entire Carson City School District and begins the scheduling of a year round school year for the entire Carson City School District, the City and the BGC shall meet for the purposes of amending this Agreement to define when the BGC shall the use of the MAC provided that the total amount of annual hours of use by the BGC shall not be reduced except with the consent of the BGC. The Parties agree that through scheduling and specific assignment of space within the MAC, the facility may be used concurrently by both Parties during these times. The City and the BGC agree that if the BGC is not actually using the MAC during the aforementioned times and days, then the scheduling of the use of the MAC shall revert back to the City. The City agrees that when the BGC is using the MAC pursuant to this paragraph, the City shall provide free access for the BGC participants to the MAC.
2. The BGC agrees that the City may use the Clubhouse during the hours of 6:00 p.m. to 10:00 p.m. on the days of Monday, Tuesday, Wednesday, Wednesday, Thursday and Friday. The BGC agrees that when the City is using the Clubhouse pursuant to this paragraph, the BGC shall provide free access for the City's participants to the Clubhouse.
3. The BGC agrees that the City may use the Outdoor Facilities during the hours of 6:00 p.m. to 10:00 p.m. on the days of Monday, Tuesday, Wednesday, Thursday, and Friday and all day Saturday and Sunday. The BGC agrees that when the City is using the Outdoor Facilities pursuant to this paragraph, the BGC shall provide free access to the City's participants

or to participants of the Youth Sports Association to the Outdoor Facilities.

4. Both parties shall have primary use of the parking lots during their primary operating hours. However, both lots will be mutually shared.
5. The City and the BGC agree that both Parties will share equitably in the cost of the operations of the MAC. The Parties agree that this cost should be based on a percentage of the time (hours) that each Party uses the MAC on an annual basis. The Director of the Parks and Recreation Department of Carson City ("Director"), and the Executive Director of the Boys and Girls Club of Western Nevada or their respective designees, shall on an annual basis, meet to review the past year's use, and to confer on the equitable proportionate share of use and costs by each Party for the coming year in order to assign and budget appropriate cost for each Party.
6. The City and the BGC agree that the Director and the Executive Director or their respective designees, shall on a quarterly basis, meet and confer on a schedule associated for the use of the MAC by the BGC and the Clubhouse and Outdoor Facilities by the City for the subsequent quarter. The Director and the Executive Director may agree to amend the schedule for the use of the aforementioned facilities at any time.
7. The City and the BGC agree that when the BGC uses the MAC or the City uses the Clubhouse or the Outdoor Facility, the Party using the respective facility will provide supervision during the scheduled program or event and shall leave the facility at the end of the scheduled program or event in the same condition in which the Party took control of the facility. If the respective facility is not left in the same condition, the other Party may bill the using Party for the cost of repairs or maintenance required for the facility.
8. The City and the BGC agree that the Director and the Executive Director or their respective designees, shall on a quarterly basis, meet and confer on a schedule and associated for the use of the MAC by the BGC and the Clubhouse and Outdoor Facilities by the City for the subsequent quarter. The Director and the Executive Director may agree to amend the schedule for the use of the aforementioned facilities at any time.
9. Except as otherwise provided in this paragraph, in the event the BGC divests any portion of its interest in the Clubhouse or Outdoor Facilities or the BGC ceases to use the Clubhouse or Outdoor Facility for the purposes for which the Clubhouse or Outdoor Facilities were originally intended, this Agreement shall terminate and be of no force or effect.

10. Each party shall be the sole owner of the their respective facilities and shall have exclusive rights to the completed improvements and may change or remove any of the improvements if in the Party's best interests provided that the change or removal, which unreasonably impairs the other Party's use of the of the facilities, shall not occur during the duration of the Agreement, or any extension thereof, without the other Party's written consent unless the changes or removals are due to no appropriation of funds for the maintenance of the MAC facility.
11. The City and BGC agree that, if a dispute arises relating to the rights, duties or responsibilities of the Parties pursuant to this Agreement, the Director and the Executive Director shall meet to attempt to resolve the dispute. If the dispute cannot be resolved by the Director and the Executive Director, the City and the BGC agree that the dispute will be submitted to a dispute resolution committee convened for the purpose of resolving the dispute. The City and BGC shall appoint one member to the dispute resolution committee. The members of the dispute resolution committee appointed by the City and BGC shall jointly appoint a third member to the dispute resolution committee. The dispute resolution committee shall have the power to determine how matters before the resolution committee shall proceed. The decision of the dispute resolution committee is a final and binding decision upon the Parties.
12. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same are either oral or in writing, or express or implied, between the Parties hereto with respect to the subject matter hereof. No change to or modification of this Agreement shall be valid or binding unless the same shall be in writing and signed by the Director and the Executive Director or their duly authorized representative.
13. A waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future. Furthermore, the failure of a party to insist upon strict adherence to any term of this Agreement, or to object to any failure to comply with any provision of this Agreement, shall not be a waiver of that term or provision by laches. The receipt of a party of any benefit from this Agreement shall not effect a waiver or estoppel of the right of that party to enforce any provision of this Agreement.
14. If any provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and

enforceable or (ii) if it cannot be so modified to be deemed not to be part of this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

15. This Agreement shall be governed and construed under the laws of the State of Nevada.
16. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed, or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.
17. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
18. The City and the BGC agree that each party shall, at its own respective expense, procure, maintain and keep in force for the duration of this Agreement a policy of general liability insurance covering the party's respective facilities. The BGC agrees that, by endorsement to the general liability insurance policy evidenced by BGC, the City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from any activity relating to this Agreement. The City agrees that, by endorsement to the general liability insurance policy evidenced by the City, the Boys and Girls Club of Western Nevada, its officers, employees and immune

contractors shall be named as additional insureds for all liability arising from any activity relating to this Agreement.

19. Both parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by either party to the extent that such information is confidential under NRS 239.0105 or otherwise required by this Agreement.
20. This Agreement shall terminate 50 years after the date of its execution, unless extended as provided in this paragraph. The City and the BGC agree that each party shall have an option to extend this Agreement for an additional 50 year term, which option may be exercised in the sole and exclusive discretion of the each party at any time prior to the expiration of the initial 50 year term by providing written notice of the exercise of the option to the other party. Any Party declining to exercise its option to extend this Agreement beyond the initial 50 year term shall provide one year advance notice to the other Party of its declination to exercise said option.
21. Notwithstanding any provision herein to the contrary, this Agreement may be terminated at any time by the mutual written consent of the Parties.

Handout - Agenda Item 4G

MAC USE PROPOSED DRAFT

Boys & Girls Club

		School Year					
Days	Times	HRS/Day	Days/Wk	HRS/WK	Total WKS	Total HRS	
M-F	2 - 6 pm	4	5	20	37	740	
Summer Break							
M-F	10am-6pm	8	5	40	13	520	
Total Hrs						1,260	

City

		School Year					
Days	Times	HRS/Day	Days/Wk	HRS/Wk	Total Wks	Total HRS	
M-F	6 - 11 pm	5	5	25	37	925	
M-F	6am-1pm	7	5	35	37	1,295	
Sat	8am - 8pm	12	1	12	37	444	
Summer Break							
M-F	6 - 9 pm	3	5	15	13	195	
M-F	6 - 9 am	3	5	15	13	195	
Total Hrs						3,054	

Total Hrs IMAC: 4,353

BGC Hrs: 1,260 (29%)

City Hrs: 3,093 (71%)

MULTI-PURPOSE ATHLETIC CENTER 2013 PROPOSED BUDGET

BUDGET

Expenses

Supplies and Equipment	\$ 6,600
Contractual Services inc. Custodial	\$ 48,500
Utilities	\$90,000
Total	\$145,100

Revenues

General Fund Support	\$ 83,821
Boys & Girls Club (34% use)	\$ 42,079
Adult & Youth fees @ \$5/participant	\$ 9,000
Sports Tournaments & Rentals	\$ 10,200
Total	\$145,100

48.4% cost recovery.

Exhibit B

MAC USE PROPOSED DRAFT

Boys & Girls Club

Days	Times	HRS/Day	Days/Wk	HRS/WK	Total WKS	Total HRS
School Year						
M-F	2 - 6 pm	4	5	20	37	740
Summer Break						
M-F	10am-6pm	13	5	65	13	845
Total Hrs						1,585

City

Days	Times	HRS/Day	Days/Wk	HRS/WK	Total WKS	Total HRS
School Year						
M-F	6 - 11 pm	5	5	25	37	925
M-F	6am-1pm	7	5	35	37	1,295
Sat	8am - 8pm	12	1	12	37	444
Summer Break						
M-F	6 - 9 pm	3	5	15	13	195
M-F	6 - 9 pm	3	5	15	13	195
Total Hrs						3,093

Total Hrs IMAC: 4,678

BGC Hrs: 1,585 (34%)

City Hrs: 3,093 (66%)

Exhibit C

MULTI-PURPOSE ATHLETIC CENTER (MAC) PROPOSED BUDGET

BUDGET Option A. In-house Custodial

Expenses

Personnel (2 part time custodians plus benefits)	\$65,000
Supplies and Equipment	\$ 6,600
Contractual Services	\$ 3,500
Utilities	\$90,000

Total \$165,100

Revenues

General Fund support	\$ 89,766
Boys & Girls Club (34% use)	\$ 56,134
Adult & Youth fees @ \$5/participant	\$ 9,000
Sports Tournaments & Rentals	\$ 10,200

Total \$165,100

45.6% cost recovery

BUDGET Option B. Out Source Custodial

Expenses

Supplies and Equipment	\$ 6,600
Contractual Services inc. Custodial	\$ 48,500
Utilities	\$90,000

Total \$145,100

Revenues

General Fund Support	\$ 76,566
Boys & Girls Club (32%)	\$ 49,334
Adult & Youth fees @ \$5/participant	\$ 9,000
Sports Tournaments & Rentals	\$ 10,200

Total \$145,100

51.7% cost recovery



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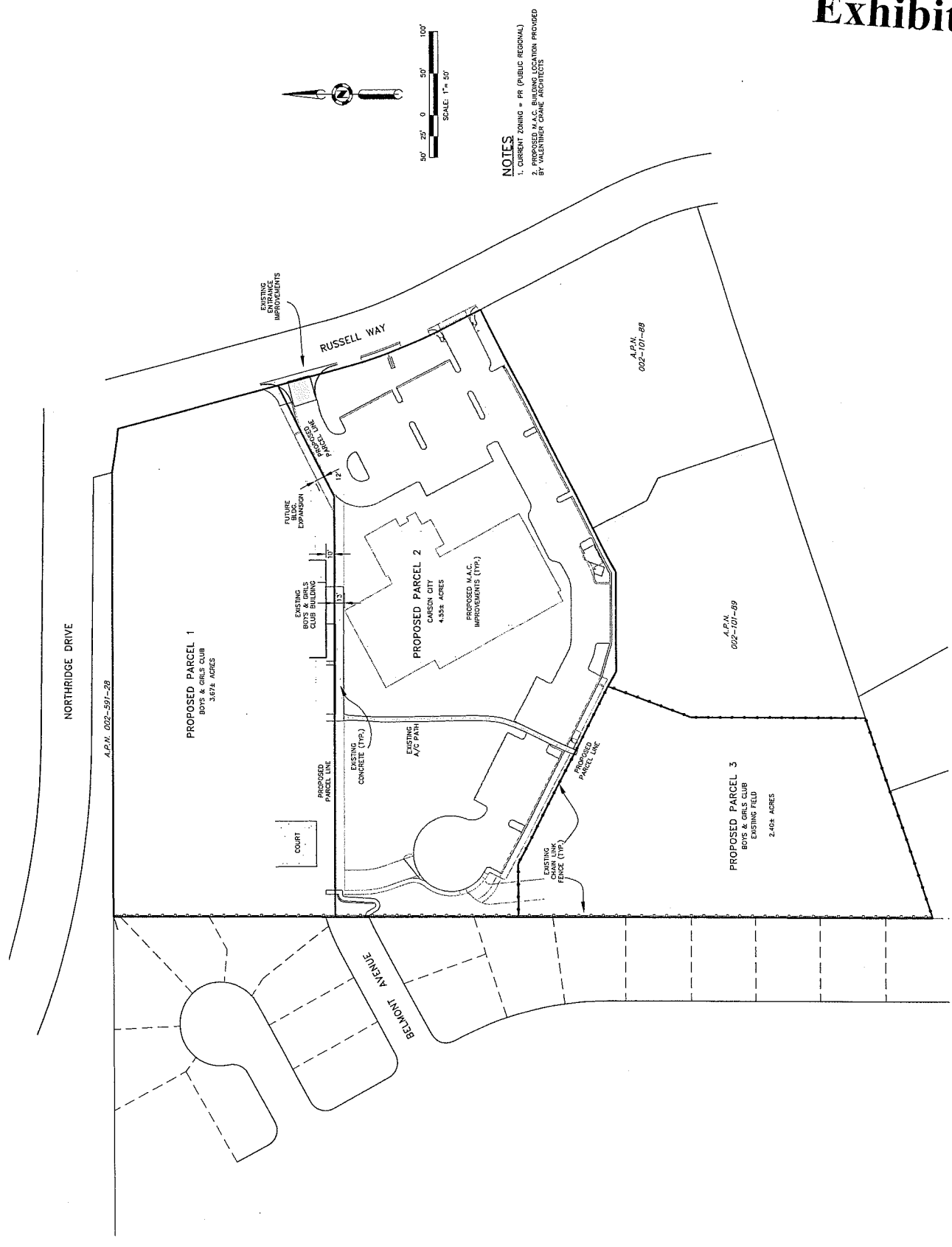
CARSON CITY, NEVADA
PROPOSED PARCEL MAP EXHIBIT
BOYS & GIRLS CLUB, 1870 RUSSELL WAY
 A.P.N. 002-101-87

REV	DATE	DESCRIPTION
1	08/25/11	ISSUE FOR PERMITTING
2	09/01/11	ISSUE FOR BUILDING PERMIT
3	09/01/11	ISSUE FOR RECORDING
4	09/01/11	ISSUE FOR RECORDING
5	09/01/11	ISSUE FOR RECORDING
6	09/01/11	ISSUE FOR RECORDING
7	09/01/11	ISSUE FOR RECORDING
8	09/01/11	ISSUE FOR RECORDING
9	09/01/11	ISSUE FOR RECORDING
10	09/01/11	ISSUE FOR RECORDING

C1

DATE: 08/25/11
 DESIGNED BY: CSP
 CHECKED BY:
 JOB NO.: 781-005-TASK-002

Exhibit D



NOTES
 1. CURRENT ZONING = PR (PUBLIC REGIONAL)
 2. PROPOSED M.A.C. BUILDING LOCATION PROVIDED BY VALENTINER CHANE ARCHITECTS

1:\Projects\781-005-Task-002-Boys & Girls Club Facility\Task-002-Boys & Girls Club Facility\Task-002-Boys & Girls Club Facility.dwg - 09/01/11 09:51 AM

City of Carson City Agenda Report

Date Submitted: October 11, 2011

Agenda Date Requested: October 20, 2011

Time Requested: 20 Minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to direct staff to utilize a Facility Rental Agreement with the Boys and Girls Club of Western Nevada for the proposed Multi-Purpose Athletic Center.
(Roger Moellendorf, Parks and Recreation Director)

Staff Summary: The Parks and Recreation Department is proposing to abandon the idea of using a Joint Use Agreement for providing the Boys and Girls Club of Western Nevada with use of the proposed Multi-Purpose Athletic Center (MAC) and instead is recommending the use of a Facility Rental Agreement for this purpose.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to direct staff to utilize a Facility Rental Agreement with the Boys and Girls Club of Western Nevada for the proposed Multi-Purpose Athletic Center.

Explanation for Recommended Board Action: During the July 7, 2011, Board of Supervisors meeting, Parks & Recreation Department staff presented a recommendation to change the Indoor Recreation Center project to a Multi-Purpose Athletic Center (MAC). Staff's initial direction was to develop a joint use agreement between the City and the Boys & Girls Club for mutual use of facilities. The purpose of a joint use agreement was to determine and govern the shared use of the Indoor Recreation Center and facilities owned by the Boys and Girls Club between the City and the Boys and Girls Club. A joint use agreement was also intended to determine the shared operational costs of the Indoor Recreation Center between the two parties.

During the July 7, 2011, meeting the Board directed staff to return with a joint use agreement and a new Memorandum of Understanding (MOU) between the two parties, as well as a projected operations budget for the MAC to the Board for approval. Since that meeting, staff has met with Boys and Girls Club representatives and the Parks and Recreation Commission to discuss a facility rental process instead of a joint use agreement for providing use of the MAC by the Boys & Girls Club for their programs and activities. Staff believes a facility rental agreement is a more direct and simple process than a joint use agreement and can be handled administratively, eliminating the need of a joint use agreement and a MOU. Staff also believes a facility rental agreement would be simple yet still provide a straight forward approach to ensure adequate protection and assurance for the use of the MAC by both parties. After reviewing anticipated City needs, staff has no planned routine use of the Boys & Girls Club facilities. This lends credence to the use of a facility rental agreement in that the agreement is oriented in one direction, that being the rental of the MAC by the Boys & Girls Club from the City. A facility rental agreement will provide revenue to the City to assist with the operation costs incurred by the Boys and Girls Club's use of the facility and allow the Boys and Girls Club to budget and control their costs associated with the use of the MAC in an efficient and effective manner.

A facility rental agreement would be based on an hourly rate for one gym (one half of the gym area). The hourly rate would be based on the cost to operate and maintain the facility. The gym rental would be based on a four hour minimum. The total rental cost would be in the form of a credit from the budgeted \$120,000 Quality of Life fund support from the Board of Supervisors to the Boys and Girls Club. The Parks and Recreation

Department would annually review and approve a schedule submitted by the Boys & Girls Club for the use of the facility. Once the fee structure is finalized it will be brought to the Parks & Recreation Commission for their review and recommendation and to the Board for final approval. Once approved and adopted, this fee structure can also be used for other rental requests. The Parks & Recreation Commission addressed this proposal during their October 4, 2011, meeting and is recommending approval by the Board of Supervisors.

Attached as supporting material are the minutes from the Board of Supervisors' July 7, 2011, meeting and a projected Operations Budget for the MAC. This is only a projected budget. Because the project may not be completed until the 2013/14 Fiscal Year, staff realizes there is time to fine tune the budget. Therefore, staff is not recommending formal action on the budget at this time.

Applicable Statue, Code, Policy, Rule or Regulation: Carson City Charter, Section 2.140

Fiscal Impact: N/A

Explanation of Impact: N/A

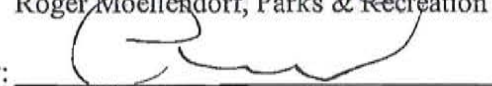
Funding Source: N/A

Alternatives: Reject the facility rental agreement proposal and direct staff to bring back an alternative proposal.

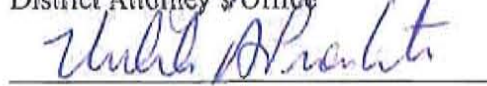
Supporting Material:

- 1) Multi-Purpose Athletic Center (MAC) Proposed Operations Budget
- 2) Board of Supervisors' July 7, 2011, meeting minutes

Prepared By:  Date: 10/11/11
Roger Moellendorf, Parks & Recreation Director

Reviewed By:  Date: 10/11/11
Lawrence A. Werner, City Manager

 Date: 10/11/11
District Attorney's Office

 Date: 10/11/11
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Na
2: _____

(Vote Recorded By)

**MULTI-PURPOSE ATHLETIC CENTER (MAC) PROPOSED OPERATIONS
BUDGET**

BUDGET

Expenses

Supplies and Equipment	\$ 10,000
Contractual Services inc. Custodial	\$ 48,500
Utilities	\$ 90,000
Total	\$148,500

Revenues

City Support**	
A. General Fund	\$ 69,300
B. Quality of Life Maintenance	\$ 40,000
Boys & Girls Club	\$ 20,000
Adult & Youth fees @ \$5/participant	\$ 9,000
Sports Tournaments & Rentals	\$ 10,200
Total	\$148,500

General Fund support: 46.6%

****As sales tax revenues increase, funding from the Quality of Life Fund would also increase, decreasing the General Fund support.**

CARSON CITY BOARD OF SUPERVISORS
Minutes of the October 20, 2011 Meeting
Page 8

Mayor Crowell entertained public comment and, when none was forthcoming, a motion to approve the amended option agreement with the changes, as discussed on the record. **Supervisor Abowd moved to approve an amended option agreement, with the changes as discussed on the record, between the Boys and Girls Clubs of Western Nevada and the City of Carson City, for the purchase of Boys and Girls Clubs property along Russell Way for the purpose of building an indoor recreation center, the multi-purpose athletic center. Supervisor McKenna seconded the motion. Motion carried 5-0.**

14(B) POSSIBLE ACTION TO DIRECT STAFF TO UTILIZE A FACILITY RENTAL AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF WESTERN NEVADA FOR THE PROPOSED MULTI-PURPOSE ATHLETIC CENTER (10:14:12) - Mayor Crowell introduced this item, and Mr. Moellendorf reviewed the agenda materials. Supervisor McKenna noted the value of the Boys and Girls Clubs of Western Nevada to the community that “we would have to pay for, either through law enforcement or through parks and rec type of activities, and we can’t really put a dollar amount on that.” He suggested that “any agreement needs to reflect that ... the Boys and Girls Club is actually providing Carson City with a very significant financial benefit.” Supervisor Aldean acknowledged the value of the Boys and Girls Clubs to the community. She expressed the understanding that the Boys and Girls Clubs portion of the rental rate would be allocated from the annual Quality of Life fund allocation. In reference to previous concerns expressed by District Attorney’s staff, she expressed concern over “the legality of locking up \$120,000 worth of Question #18 money for one specific purpose, to benefit one specific non-profit.” She expressed support for the facility rental agreement, and concerns regarding the proposed budget. Mr. Moellendorf acknowledged that the budget will be an integral part of the actual facility rental agreement at the time it is presented to the Board of Supervisors for review and approval. He explained that the budget will be largely based on final design of the facility and the materials used. “We have ... at least a whole budget cycle to determine what we think the costs of operating that facility will be. ... And that’s going to help determine ... the rental rate ...” Supervisor Aldean noted the most important benefit as the co-location of the facility adjacent to the Boys and Girls Clubs. Mr. Moellendorf expressed the hope that, as the economy recovers and sales tax revenues continue to increase, the Question #18 maintenance fund would take over an increasingly larger role in offsetting the cost of the MAC and that the general fund percentage would decrease over time.

Supervisor McKenna expressed an interest in hearing any concerns from the Boys and Girls Clubs representatives. (10:21:27) Mr. Woodbury discussed the position of the Boys and Girls Clubs of Western Nevada “to avoid making the perfect the enemy of the good. We thought that the original agreement ... was perfect and what we contemplated by that was just an exchange of use rather than an exchange of dollars. But, our ultimate objective ..., is consistent with the ultimate objective of the City ... being to have a gym for our kids to access and for ... the public to access. That is a good objective and we don’t want to sacrifice that to what we viewed as the perfect agreement ... Unfortunately, from our perspective, ... the thing that is the hardest for the Boys and Girls Clubs to give ... is cash; cash for operating. And just to put our position in some perspective, we recently projected our budget to the year end and it looks like we are going to lose money this year. ... We actually had a very good fund raising year, considering the time that we’re in, but that is where we are now. So there’s no concern or confusion about that, we are okay. We’re making some adjustments and we’re going to be fine but it is going to take an adjustment. Based on that and based on the current situation that we’re in and looking forward, there’s only so much that we can responsibly promise. And we do think it’s important to make a promise to the Board that we can fulfill and that we are confident that we can fulfill because it doesn’t do anybody any good to put a number on paper and for us to come back a year or two years later and say, ‘We just cannot do that.’ So what we’ve tried

CARSON CITY BOARD OF SUPERVISORS
Minutes of the October 20, 2011 Meeting
Page 9

to do is to look at the non-monetary kinds of things to make this project more feasible for the City. ... Whereas before we were looking at being the hole of a donut, now we are looking at continuing ownership of our parking lot and our fields." In reference to previous comments by Mr. Moellendorf, Mr. Woodbury clarified, "we're not in the property ownership business; we're in the kid business and we viewed that as an advantage of the joint use agreement of not having to maintain those fields and not having to maintain those parking lots but that is something that we will take on and have agreed to take on. In addition, we have reduced the number of hours that the Boys and Girls Clubs would have access to the gym facility. We have agreed to share use rather than to have exclusive use of that facility." Mr. Woodbury suggested that joint use of the facility may be underestimated "because it wasn't just restricted to parks and rec. It was the City's joint use so if there was a public forum or something else that could occur in our facility ... that's what that contemplated." He expressed the hope that "those kinds of things as well as Supervisor McKenna's comments on the service that we feel we provide will be taken into account in determining the funding level that the City needs from the Boys and Girls Clubs. We have made no secret of the dollar amount that we believe that we can contribute. If our funding comes in as anticipated, we believe that we can responsibly do \$20,000 a year to pay for our use. We hope that ... can be subject to some review after we get this thing up and running; that we can take a look at it, see what the operating costs actually are, see what our use actually is and, if there is an adjustment that can be made or needs to be made, that we can have that kind of discussion." Mr. Woodbury assured the Board that the Boys and Girls Clubs is "doing everything that we can responsibly do to assist the City and stretch ourselves and be a partner to the City like you've been a partner to us."

In response to a question, Mr. Moellendorf advised that a joint use agreement had never been previously approved by the Parks and Recreation Commission or the Board of Supervisors. "We had various iterations of a joint use agreement in our working relationship with the Boys and Girls Clubs that were brought forward to the Parks and Recreation Commission. We never brought it to the Board of Supervisors ..." Mr. Moellendorf expressed appreciation for Mr. Woodbury's comments in consideration of the increased flexibility of a facility rental agreement over a joint use agreement "because it can be reviewed annually. We can take a look at those costs and we can make adjustments if it looks like the costs need to be adjusted and it does provide some flexibility on the use and setting the terms of the fees for the facility as well." He discussed the benefit of the City being able to jointly use the Boys and Girls Clubs facility. In response to a question, Mr. Woodbury expressed a willingness to consider "any fund raising opportunity ... that doesn't interfere with the mission we have to provide the service we do to our members. We're not open on weekends," which he noted as the optimal time to consider sports tournaments and other events.

Supervisor McKenna reviewed the various iterations of the joint use facility, noting that "it's kind of gone to a stand-alone building of a different entity next to the Boys and Girls Clubs." He inquired as to the interest of the Boys and Girls Clubs to have the proposed facility in the proposed location. He further inquired as to the amount the Boys and Girls Clubs saves Carson City "because we don't have this type of activity." Mr. Woodbury expressed support for the value of having a gym in the proposed location. "Our original plans which ... we had to scale down included a gym of our own. ... A gym enhances our ability to serve our members ... particularly during the winter months when it's too cold to be outside ..." Mr. Moellendorf expressed a willingness to attempt to determine a figure relative to the value of the Boys and Girls Clubs to the community. "The services the [Boys and Girls Clubs] provide for this community are tremendously valuable, tremendously important but it's one of those quality of life programs and those are difficult to try to put dollars and cents to. It's difficult to pen it because you really don't know what would happen if the Boys and Girls Clubs went away. Would juvenile crime increase? And what is the cost of

CARSON CITY BOARD OF SUPERVISORS
Minutes of the October 20, 2011 Meeting
Page 10

prosecuting and sending kids through the court system and taking care of kids as a result of the opportunities not being there with the Boys and Girls Clubs? So you have a lot of intangible issues that are really hard to put dollars and cents to. We could simply look at the amount of programs they provide and what the cost is to that and what the cost would be if the City had to provide those same type of programs, but I don't think that would really, adequately cover the full benefit that the City derives from the services provided by the Boys and Girls Clubs."

Mayor Crowell entertained public comment; however, none was forthcoming. (10:33:52) Boys and Girls Clubs Executive Director Hal Hansen advised that several Boys and Girls Clubs organizations have funded a study to determine the economic impact on a community. "It's pretty impressive figures, ... but it's quite a bit of the impact that you talked about that the Boys and Girls Clubs provides and we're happy to do that and we look forward to a gym there and it makes a world of difference to Carson City kids that are all members of the Boys and Girls Clubs if we have that." Mr. Hansen thanked the Board for working with the Boys and Girls Clubs over the past several years "to make this happen."

Mayor Crowell called again for public comment. (10:34:54) In reference to previous comments, Juan Guzman, a member of the Boys and Girls Clubs Board of Directors, discussed a Parks and Recreation Department activity which "necessitated the use of bathrooms and the Boys and Girls Clubs ... were more than happy to open their facility on a Saturday ... We also, quoting our master plan, that the parking lot that is ... constructed is really the parking lot to be used for the trail head and our trail that goes around our wetland and around the freeway. We're trying to cost out and do legal documents that really do not truly reflect the close relationship we have and we hope that we'll continue to have."

Mayor Crowell entertained additional public comment; however, none was forthcoming. He acknowledged the difficulty associated with assigning a dollar amount relative to the value of the Boys and Girls Clubs to the community. He noted the "special place" the Boys and Girls Clubs has in the community, and suggested reviewing it consistently in consideration of the fact that the Boys and Girls Clubs was specifically mentioned in the Question #18 supporting documentation. In reference to Mr. Woodbury's comments, he expressed understanding that "nobody anticipated a cash transaction here. We're changing that ... as we go down the road." He acknowledged Mr. Moellendorf's commitment to review cost allocations as time goes on in order to identify "offsets to help the Boys and Girls Clubs."

Mayor Crowell entertained a motion. **Supervisor Walt moved to direct staff to utilize a facility rental agreement with the Boys and Girls Clubs of Western Nevada for the proposed multi-purpose athletic center. Supervisor Abowd seconded the motion. Motion carried 5-0.** Mayor Crowell thanked the Boys and Girls Clubs for their continued cooperation. Mayor Crowell recessed the meeting at 10:38 a.m. and reconvened at 10:53 a.m.

15. PARKS AND RECREATION DEPARTMENT, OPEN SPACE PROGRAM - POSSIBLE ACTION TO ACCEPT THE RECOMMENDATION OF THE OPEN SPACE ADVISORY COMMITTEE TO SUBMIT A GRANT APPLICATION FOR THE SOUTHERN NEVADA PUBLIC LANDS MANAGEMENT ACT - PARKS, TRAILS, AND NATURAL AREAS, FOR THE DEVELOPMENT OF A TRAIL CONNECTOR BETWEEN EMPIRE RANCH TRAIL AND RIVERVIEW PARK (10:53:50) - Mayor Crowell introduced this item, and Open Space Property Manager Juan Guzman reviewed the agenda materials in conjunction with displayed slides. He advised that maintenance of the trail connector will be included in the routine maintenance of the subject trail system.