

**City of Carson City
Agenda Report**

Date Submitted: May 12, 2009

Agenda Date Requested: May 21, 2009
Time Requested: 10 minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to accept a \$116,732.69 donation from Mr. Michael Pegram, owner of Bodine's Casino, for the Carson City Fairgrounds at Fuji Park. (Roger Moellendorf)

Staff Summary: On December 7, 2007, the Board of Supervisors approved an "Offer and Acceptance to Donate One Million Dollars to Carson City For Carson City Fairgrounds" agreement with Mr. Michael Pegram, developer and owner of Bodine's Casino. The donation today of \$116,732.69 represents the remaining amount left over from the construction of the Carson City Fairgrounds Parking Lot. Mr. Pegram will personally present the check to the Board of Supervisors.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept a \$116,732.69 donation from Mr. Michael Pegram for the Carson City Fairgrounds at Fuji Park."

Explanation for Recommended Board Action: On December 7, 2007, the Board of Supervisors approved a "Joint Use Parking Agreement" with Mr. Michael Pegram. In consideration for this agreement Mr. Pegram generously included an offer to donate \$1,000,000 to the City for the construction of the new parking lot at the Carson City Fairgrounds. As stated in the agreement, any remaining money from the construction of the parking lot may be used by the City for Carson City Fairgrounds improvements. The donation today of \$116,732.69 represents the remaining amount of the \$1,000,000 donation for the parking lot.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: A donation of \$116,732.69 for Carson City Fairgrounds improvements

Explanation of Impact: See above

Funding Source: N/A

Alternatives: Deny the donation.

Supporting Material:

1. Agreement "Offer and Acceptance to Donate One Million Dollars to Carson City for Carson City Fairgrounds at Fuji Park" approved December 7, 2007.

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Ordinance

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Prepared By: *R Moellendorf* Date: 5/14/09
Roger Moellendorf, Parks & Recreation Director

Reviewed By: *[Signature]* Date: 5/12/09
Larry Werner, City Manager

Melanie Bukatta Date: 5/12/09
District Attorney's Office

[Signature] Date: 5/2/09
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

ORIGINAL

FINAL

OFFER AND ACCEPTANCE TO DONATE
ONE MILLION DOLLARS TO CARSON CITY FOR
CARSON CITY FAIRGROUNDS AT FUJI PARK

This offer, made this 7th day of December, 2006, to the City and County of Carson City, a political subdivision of the State of Nevada (hereinafter referred to as the "City") to donate One Million Dollars (\$1,000,000.00) to the City for use at the Carson City Fairgrounds at Fuji Park is made by Michael Pegram, or assignee, with an office located at 6010 N. Inver Gordon Road, Paradise Valley, AZ 85253, (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City is the owner in fee simple of certain real property located in Carson City, Nevada, on Carson Street and Old Clear Creek Road commonly referred to as Carson City Fairgrounds at Fuji Park and more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Lot A"); and

WHEREAS, the Developer or assignee is in escrow to purchase, in fee simple, certain real property located in Carson City, Nevada, on Carson Street and Old Clear Creek Road commonly referred to as Bodines and more particularly described in Exhibit "B" attached hereto and incorporated by reference ("Lot B"); and

WHEREAS, the parcels above described are adjacent parcels of land; and

WHEREAS, the City and the Developer believe that improvements to the Carson City Fairgrounds will benefit both Lot B and the citizens of Carson City; and

WHEREAS, whereupon the close of the aforementioned escrow, the Developer desires to donate to the City One Million Dollars (\$1,000,000.00) in cash or in kind services or a combination

of both to make improvements to Carson City Fairgrounds; and

WHEREAS, the improvements shall include at a minimum design, engineering, demolition, purchase of materials, grading, paving, curbing, landscaping, and lighting associated with the construction of a new parking lot around and adjacent to the Carson City Fairgrounds' Arena, more particularly described in Exhibit "C" attached hereto and incorporated herein by reference ("Parking Lot"), and lighting for the Carson City Fairgrounds' Area; and

WHEREAS, the Developer desires to utilize the newly constructed Parking Lot as overflow parking for his adjacent business; and

WHEREAS, the City finds that allowing the Developer to make said improvements and utilize the proposed newly constructed Parking Lot will increase the use and enjoyment of Carson City Fairgrounds and will provide additional amenities to visitors of Carson City Fairgrounds.

NOW, THEREFORE, the Developer agrees that the donation of the One Million Dollars (\$1,000,000.00) shall be based upon the following terms and conditions:

1. Upon the Board of Supervisors' acceptance of the Developer's donation, the terms and conditions of this agreement and the Joint Use Agreement of even date herewith shall not be amended except by written agreement of the parties hereto or their successors.

2. Developer shall provide One Million Dollars (\$1,000,000.00) in cash or in kind services or a combination of both for the design, engineering, demolition, purchase of materials, grading, paving, curbing, landscaping and lighting associated with the construction and completion of the Parking Lot around and adjacent to the Carson City Fairgrounds' Arena which shall include lighting for the Carson City Fairgrounds Arena (See Exhibit "C"). The City may

use any money remaining after the completion of these items at its discretion for Carson City Fairgrounds' improvements.

3. The Developer shall be able to use the Parking Lot as overflow parking for his adjacent business as more particularly described in said Joint Use Parking Agreement.

4. For in kind services, the Developer shall perform all in kind services described herein in accordance with all the laws, ordinances, rules and regulations of every kind and nature now promulgated by any Federal, State, County, or other Governmental Authority, applying to construction on public lands and relating to the performance of work under this Agreement. If the Developer performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5. All plans and specifications for improvements to Lot A shall be provided by the Developer and approved by the City.

6. Before commencing any work under this Agreement, the Developer shall obtain all permits and licenses as may be necessary for the construction and improvements provided for in this Agreement. The City agrees to assist the Developer to the greatest extent possible in securing said permits and licenses.

7. Before commencing any work under this Agreement, Developer agrees to furnish and maintain throughout the term of the Agreement at no cost to the City, workers' compensation insurance and general liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000.00) that shall protect him, his employees, agents and any subcontractor performing work from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the Developer's performance, or by any subcontractor,

person, firms, or employee directly or indirectly employed by him.

8. Developer agrees that the City shall be listed as an additional insured on said insurance policies.

9. No employee of Developer shall be deemed an employee of the City and the Developer shall indemnify and hold the City harmless as a result of any claims made or actions arising in any manner as a result of or related to the work performed under this Agreement.

10. That this Agreement shall be binding on the successors and assigns to the Developer.

11. The City shall be the sole owner the above-described property which shall include the completed improvements and it may change or remove said improvements provided that no change or removal shall occur during the duration of said Joint Use Parking Agreement, or any extension thereof, without Developer's written consent which shall not be unreasonably withheld.

12. The City shall control the use and scheduling of events at Carson City Fairgrounds provided that the Developer is not prohibited from using the Parking Lot subject to capacity limitations.

13. Neither the City, its renters, or the Developer shall ever charge a fee for the use of said parking lot at any time during the duration of the Joint Use Parking Agreement of even date herewith or any extensions thereof.

14. The exhibits to this Agreement consist of the following:

Exhibit "A" - Lot A - the City's Carson City Fairgrounds at Fuji Park

Exhibit "B" - Lot B - the Developer's property commonly referred to as Bodines

Exhibit "C" the Parking Lot.

15. That this Agreement supercedes all prior negotiations between the parties hereto, and it is expressly understood that this Agreement is based upon no other representations, save and except those expressly set forth herein or those stated in said Joint Use Agreement. Any conflicts in interpretations, terms or obligations of the parties hereto shall be resolved in accordance with said Joint Use Agreement.

Dated this 28th day of December, 2006.


By: MICHAEL PEGRAM

ACCEPTANCE OF OFFER BY CARSON CITY

This offer, having been presented to the Board of Supervisors at a duly noticed public meeting and a majority of the Board of Supervisors voting to accept the offer, shall be effective as of the date and year of the signature of the Mayor of Carson City as presented below.

Dated this 28th day of December, 2006.

CARSON CITY, a Consolidated

Municipality of the State of Nevada


MARV TELXEIRA, MAYOR

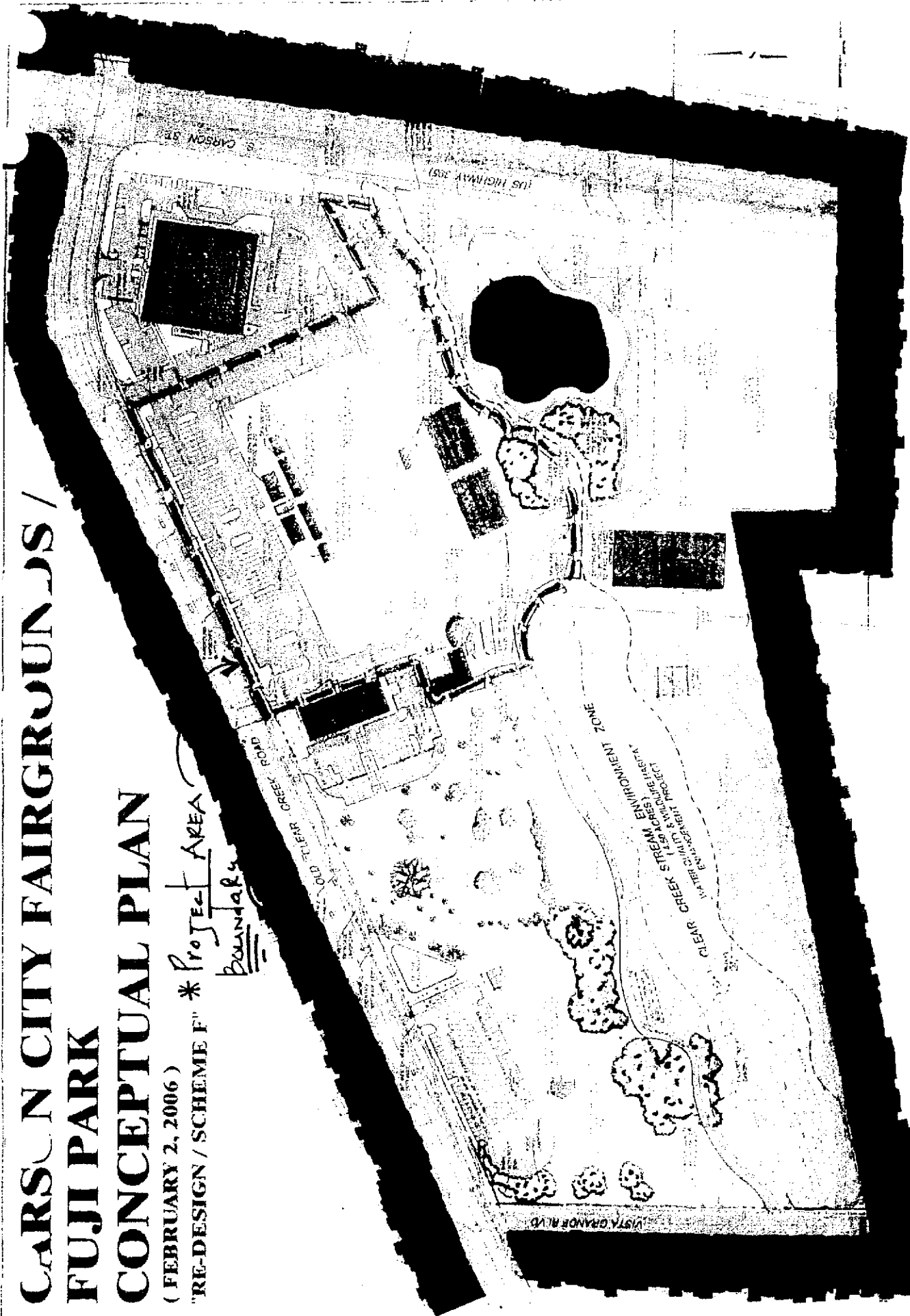
CARSON CITY FAIRGROUNDS / FUJI PARK CONCEPTUAL PLAN

(FEBRUARY 2, 2006)

"RE-DESIGN / SCHEME F"

* PROJECT AREA

Boundaries



*Carson City Fairgrounds / Fuji Park User Coalition approved Conceptual Plan on February 2, 2006

APN None

APN _____

APN _____

RECORDED AT THE
REQUEST OF
**CARSON CITY CLERK TO
THE BOARD**

2007 MAR -8 PM 2: 24

FILE NO. 365315

ALAN GLOVER
CARSON CITY RECORDER

FEE 11 DEP 10

FOR RECORDER'S USE ONLY

*Offer & Acceptance of Bonds \$1,000,000 to Carson City
for Carson City Fairgrounds at Fiji Park*
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law. State specific law: _____

Katherine McLaughlin
Signature

Katherine McLaughlin
Print Name & Title
Recording Secretary

WHEN RECORDED MAIL TO:

365315