

CARSON CITY REDEVELOPMENT AUTHORITY  
Minutes of the April 20, 2000, Meeting  
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A meeting of the Carson City Redevelopment Authority was held during the regularly scheduled meeting of the Carson City Board of Supervisors on Thursday, April 20, 2000, at the Community Center Sierra Room, 851 East William Street, Carson City, Nevada, which began at 8:30 a.m.

PRESENT: Chairperson Robin Williamson and Members Ray Masayko, Jon Plank, Pete Livermore, and Kay Bennett

STAFF PRESENT: John Berkich City Manager  
Walter Sullivan Community Development Director  
Steve Kastens Parks and Recreation Director  
Andy Burnham Engineering Manager  
Rob Joiner Redevelopment Director  
Neil Rombardo Deputy District Attorney  
Juan Guzman Senior Planner  
Katherine McLaughlin Recording Secretary  
(B.O.S. 4/20/00 Tape 3-1315)

NOTE: Unless otherwise indicated, each item was introduced by staff's reading/outlining/clarifying the Board Action Request and/or supporting documentation. Staff members present for each Department are listed under that Department's heading. Any other individuals who spoke are listed immediately following the item heading. A tape recording of these proceedings is on file in the Clerk-Recorder's office. This tape is available for review and inspection during normal business hours.

Mayor Masayko recessed the Board of Supervisors session and passed the gavel to Redevelopment Authority Chairperson Williamson. Chairperson Williamson convened the meeting by indicating for the record that the entire Authority was present, constituting a quorum. (See Board of Supervisors Minutes of April 20, 2000, for discussion/action on the other Agenda items.)

**A. DISTRICT ATTORNEY - Deputy District Attorney Neil Rombardo - ACTION TO APPROVE A SETTLEMENT AGREEMENT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY AND A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY REDEVELOPMENT AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND EUGENE J. LEPIRE, SR., AND JUDY L. LEPIRE, DOING BUSINESS AS COMSTOCK COUNTRY R. V. RESORT, SETTling THE APPEAL BEFORE THE BOARD OF SUPERVISORS REGARDING THE CARSON CITY PLANNING COMMISSION'S DECISION TO APPROVE SPECIAL USE PERMIT U-99/00-26, A SPECIAL USE PERMIT ALLOWING COSTCO TO BUILD A FACILITY OVER 50,000 SQUARE FEET AT 700 OLD CLEAR CREEK ROAD (3-1620) - Cancelled.**

**B. COMMUNITY DEVELOPMENT DEPARTMENT - ACTION TO SET COMPENSATION OR TO MITIGATE ALL OF THE FOLLOWING POTENTIAL DEVELOPMENT IMPACT ISSUES ASSOCIATED WITH THE COSTCO WHOLESALE COMPANY'S DEVELOPMENT ON THE COMSTOCK COUNTRY RV RESORT: FIRST A DETERMINATION WHETHER TO REVOKE THE LICENSE TO OCCUPY CARSON CITY'S RIGHT-OF-WAY OFF OF OLD CLEAR CREEK ROAD; SECOND, DETERMINATION TO ESTABLISH THE LOCATION OF THE DRIVEWAY CURB CUTS FOR THE RV RESORT ON OLD CLEAR CREEK ROAD; THIRD, DETERMINATION OF WHETHER TO EXTEND SEWER AND WATERLINES ACROSS THE SOUTHERN BOUNDARY OF THE RV RESORT; FOURTH, DETERMINATION ON HOW TO RESOLVE THE PARK'S ENCROACHMENT ON CARSON CITY'S PARCEL; FIFTH, DETERMINATION ON INSTALLATION OF SIDEWALKS AND LANDSCAPING ACROSS THE RV RESORT'S PROPERTY; AND SIXTH, A DETERMINATION ON THE VALUE OF LOST SPACES AND ECONOMIC IMPACT OF THE DEVELOPMENT TO THE RV RESORT (1-1318) - City Manager John Berkich, Deputy District Attorney Neil Rombardo, the Lepires' Attorney Rick Elmore - Mr. Rombardo reviewed the "tentative agreement" in which the following agreements had been reached: The City will sell the area of encroachment to the Lepires for \$5.25 per square foot. The 345 square feet of right-of-way owned by the City will be dedicated to the Lepires. Costco is to build an eight foot sound wall**

on a four foot berm. Costco had purportedly informed Mr. Rombardo that the sound wall would be masonry and contain a solid color with a strip of another color. Costco had also agreed to move the store 70 feet further to the west in an effort to reduce the noise impact on the RV park. This will provide approximately 100 feet between the store and the RV park. The City will pay the Lepires \$50,000 to construct a driveway to the park's RV check-in area and will construct the driveway apron, curb and gutter. The Lepires were retaining the right to seek reimbursement for any costs incurred if in the future it is necessary for them to relocate the driveway. The City will pay to redo the advertising maps due to the relocation of the driveway. (A copy of the advertisement was distributed to the Board but not the Clerk.) A 100 foot dedicated right turn lane for access/egress will be provided. This road is to be 44 feet wide to allow parking while checking in. A letter from Mark Rotter to Mr. Burnham allegedly described the driveway. The City had agreed to extend sewer and water lines along the front of the RV park and will pay the connection fees for the RV park. The City will pay the Lepires \$50,000 for the south soundwall along the southern boundary of the RV park. The City had agreed to exchange the right-of-way which the Lepires had been using under an NDOT license to the Lepires in exchange for the Lepires waiving the: lost revenues for the sites located in that area, their replacement value, the attorney's fees and the cost of the new parcel map. The City will also pay \$30,000 for income lost during construction of the Costco site. The Lepires had agreed to remove their appeals including the Forest Service appeal. The City agreed to negotiate in "its best effort" with Costco regarding the delivery hours in an attempt to limit delivery hours. The Planning Commission had not imposed a restriction on the delivery hours. Mr. Elmore delineated the reasons for wishing to restrict the delivery hours and asked that the Board uphold the conditions imposed by the Planning Commission. Justification for the recommendation to exchange the right-of-way was provided.

Member Masayko pointed out that the appeal had included the soundwall along the western boundary of the RV park, the store's location, the delivery hours, and the Planning Commission's conditions. Clarification indicated that a written agreement had not been drafted. The agreement is in concept only. Member Masayko asked that the appeal items not be consider at this time. (3-1620) He then clarified his morning comments to indicate that he had cancelled the agenda item on the agreement--Item A.

Discussion between the Board and staff explained the reasons staff had recommended delivery hours. Member Bennett suggested that the Board not renegotiate the issues on which an agreement had been reached. Mr. Rombardo delineated the Board's options regarding those items. The City costs for the items not included in the appeal were limned. This amount is to be paid to the Lepires before Costco starts construction. Chairperson Williamson pointed out that Redevelopment normally reimburses individuals after completion of the project. Mr. Elmore indicated that this issue had not been considered. Mr. Rombardo indicated that these funds would be taken from the "net profit" on the sale of the land to Costco. Discussion also indicated that the sewer and water connection fees would be processed internally and would be taken from the sale proceeds. Mr. Burnham indicated that the City would physically connect the RV park to the utility lines. Elucidation located and described the 1.9 acre site and its acquisition, the area which was being sold along the Lepires' western boundary, the Lepires' access to a well which they plan to use for irrigation, the road/driveway improvements which Granite Construction is making and their costs, the City's roadway maintenance responsibilities, and the agreement to construct a truck lane on Old Clear Creek Road.

**Member Bennett moved that the Redevelopment Authority accept in concept the tentative agreement as negotiated between counsel for Carson City and counsel for Comstock RV Park that included the following agreements: A. Regarding the property line, that there will be a sale of the encroachment area at \$5.25 per square foot; the NDOT right-of-way will be dedicated; sound walls on the--following a request for an amendment and discussion indicating that the NDOT right-of-way totalled 1.9 acres and that there is an area of encroachment totalling 345 square feet which is to be dedicated to the Lepires--the portion regarding the sound walls was withdrawn; B. The next item is the southern soundwall which is to be built on a four foot berm--which was clarified as being a special use permit issue and withdrawn; B. That the City will pay \$55,800 to construct a wall to the specifications as delineated; C. That the City will pay to Comstock \$50,000 to construct the driveway into their property as specified and that the driveway will include an apron plus curb and gutter; D. That the City will extend the sewer and water lines to the appropriate locations and the connection fees will be paid for out of the proceeds from the sale of the City's property to Costco; E. That the City will exchange 1.9 acres of its property in lieu of compensation for lost sites and lost revenues and**

**attorney fees and brochures; F. That the City will compensate Comstock RV Park \$30,000 for lost income that will be lost as a result of the construction of these improvements; and G. That the City will attempt in good faith to negotiate with Costco on its delivery hours which was part of the Special Use Permit issues and withdrawn.** Following requests for amendments, **Member Bennett amended the motion to include and that the City will create a 100 foot right turn lane along Clear Creek Road, that the driveway exhibit is to be constructed as illustrated and in the location indicated, and that the Lepires will relinquish any claims to the U.S. Forest Service land and remove any appeals.** Member Masayko indicated that if the appeal issues are not settled these issues will be brought back. Mr. Elmore corrected the driveway amount. **Member Bennett amended the motion to indicate the driveway amount as being \$50,300 as indicated in the Granite Construction bid.** Mr. Elmore then clarified that the sewer line is being constructed under a plan previously provided to the Lepires which will be changed to straighten a bend that was to have been constructed in the southeastern corner of their property. The terms of the agreement on the sewer line are set forth in the correspondence between the District Attorney and Mr. Elmore with specific reference to the "station" numbers and the proposed construction method. Mr. Rombardo and Mr. Burnham explained that these terms may be revised due to yesterday's discoveries. Mr. Elmore indicated that his clients were relying upon the City to put the sewer line as close to the north line of Old Clear Creek Road as possible. Member Bennett explained for Mr. Elmore that the Authority was discussing on a broad scale an agreement in concept. The Authority understood that the actual document itself will be laden with much detail. Mr. Rombardo explained that the property which the City is to convey will still be subject to the NDOT right-of-way and that the Lepires could not use it without NDOT's approval. Mr. Elmore indicated that they were aware of this restriction. Elucidation indicated that NDOT will establish the right-of-way for the interchange in the proposed general location. Clarification by Mr. Elmore explained the request for compensation for replacing the advertising brochures. **Member Bennett amended her motion to indicate that the City would exchange property to Comstock RV in lieu of the cost of their lost sites, attorney fees, and the cost of printing the brochures. Member Plank seconded the motion** and suggested that a time limit be set on abandonment of the septic tanks. Mr. Rombardo indicated that this issue had not been discussed. Mr. Burnham explained that the sewer lines would be extended as part of the street construction project. The septic systems should be disconnected shortly thereafter and the sewer hookups made. The septic system(s) will be filled/removed at that time. This work is to be done coincidentally with the roadwork. **Member Bennett amended her motion to include this timeframe.** Mr. Burnham felt that this would allow them to connect the sewerline and go over the area where the septic systems are located. This should occur within three months of the date that the roadway is constructed. **Member Plank continued his second.** Member Livermore limned the abandonment process. Mr. Elmore indicated that the abandonment process would not be a problem for the Lepires. Mr. Joiner indicated for the record that the costs which were to be incurred were not to be taken from Redevelopment funds or any of its future tax revenues. The funds would be taken from the proceeds of the property sale. Discussion indicated that the delivery hours remained to be resolved. Mr. Elmore reiterated his comments that the new location of the store does not waive his clients right to claim, if it is necessary to relocate the roadway due to increased traffic, reimbursement for those relocation costs. Chairperson Williamson responded by explaining that the motion did not guarantee that an accommodation would be granted by the motion if this claim arose. Mr. Rombardo supported her statement. Member Livermore felt that the entire presentation had not changed from the Lepires' requests two weeks ago and questioned the reasons for feeling that these issues had merit now. Written documents should have been drafted by staff to explain the merit(s). Mr. Rombardo responded by explaining that staff had worked extremely hard to resolve the issues. It should not be inferred that the City was caving in at this point. The resolution will allow the community to have a store which will generate \$1.2 million in sales tax. He felt that the City had a legally defensible position if the matter is taken to court. The agreement is in the best interest of the City. He requested that his comments be placed on the record. Mr. Berkich felt that the settlement was a fair agreement in the interest of both the City and the Lepires. Staff had worked nonstop for the last two weeks with the Lepires and their attorney. There were numerous items requiring a lot of research. For example, the designs were finalized this morning. A lot of information had to be developed over the last two weeks. The agreement this morning was different from the one presented to the Board this evening. This is the give and take of negotiations. The agreement is in the best interest of Carson City and Comstock RV. Discussion delineated the process which would follow if the motion is approved. The Authority and Board will consider the final agreement at the next meeting. Chairperson Williamson expressed a desire to have the Lepires sign the agreement prior to presentation to the Authority/Board. Mr. Elmore indicated that his clients would insist that the agreement is signed by both sides before submittal to the Authority/Board for approval. **The motion as amended**

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**was voted and carried 5-0.**

There being no other matters for consideration by the Redevelopment Authority, Chairperson Williamson adjourned the Redevelopment Authority and returned the gavel to Mayor Masayko.

The Minutes of the April 20, 2000, Carson City Redevelopment Authority meeting

2000.

ARE SO APPROVED ON \_\_\_\_\_ July 20 \_\_\_\_\_,

\_\_\_\_\_/s/\_\_\_\_\_

Robin Williamson, Chairperson

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
Alan Glover, Clerk-Recorder