

CLARK COUNTY BOARD OF COMMISSIONERS
ZONING / SUBDIVISIONS / LAND USE
AGENDA ITEM

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-25-900153: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with Wow Build Co. One, LLC for a commercial center consisting of a vehicle wash and restaurant with drive-thru on 1.9 acres, generally located east of Durango Drive and south of Blue Diamond Road within Enterprise. JJ/dw (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a land use application UC-24-0463 for a commercial center consisting of a vehicle wash and restaurant with drive-thru on 1.9 acres, generally located east of Durango Drive and south of Blue Diamond Road within Enterprise. Conditions of approval included the developer and/or owner entering into a Development Agreement prior to any permits being issued in order to provide their fair-share contribution towards public infrastructure necessary to provide service in the southwest portion of the Las Vegas Valley.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes, a Development Agreement must be approved by ordinance.

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
05/21/25

BILL NO. 5-7-25-4

SUMMARY - An ordinance to adopt the Development Agreement with Wow Build Co. One, LLC for a commercial center consisting of a vehicle wash and restaurant with a drive-thru on 1.9 acres, generally located east of Durango Drive and south of Blue Diamond Road within Enterprise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH WOW BUILD CO. ONE, LLC FOR A COMMERCIAL CENTER CONSISTING OF A VEHICLE WASH AND RESTAURANT WITH DRIVE-THRU ON 1.9 ACRES, GENERALLY LOCATED EAST OF DURANGO DRIVE AND SOUTH OF BLUE DIAMOND ROAD WITHIN ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Wow Build Co. One, LLC for a commercial center consisting of a vehicle wash and restaurant with drive-thru on 1.9 acres, generally located east of Durango Drive and south Blue Diamond Road within Enterprise, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks and shall be effective on and from the fifteenth day after passage.

PROPOSED on the _____ day of _____, 2025

INTRODUCED by: _____

PASSED on the _____ day of _____, 2025

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2025.

APN(s): **176-21-201-012**
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK

AND

WOW BUILD CO. ONE, LLC

FOR

DURANGO & BLUE DIAMOND

ORD-25-900153

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the *County of Clark, State of Nevada* (hereinafter referred to as the "County") and **WOW BUILD CO. ONE, LLC** the Owner of the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Owner") and incorporated herein by reference.

SECTION 1 – DEFINITIONS

1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- (a) "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments, which have become effective as of such time.
- (b) "Applicable Rules" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project, including the Public Facilities Needs Assessment Report, and the fees incorporated herein, except that:
 - (1) The fees required in the County Code specifically for the Major Projects shall *not* apply to the Project, unless and until the parties agree that the development of the Project will be processed as a Major Project;
and
 - (2) The zoning established by the Concurrent Approvals will not be amended or modified during the term of this Agreement without Owner's prior written approval.
- (c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if:
 - (i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects; or
 - (ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable.

In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.

- (d) "Builder" means any person or entity, which constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.
- (e) "Code" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references adopted herein.
- (f) "Concurrent Approvals" means the zoning, land use or map approvals and authorizations, relating to the Subject Property, together with the applicable conditions, as granted by the County Commission, including without limitation those approvals and conditions of

approval per **UC-24-0463**, the Agenda Sheet, Notice of Final Action and agenda map attached hereto as Exhibit "C" and incorporated herein by this reference.

- (g) "County" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "County Commission" means the Board of County Commissioners or Planning Commission of the County of Clark, State of Nevada.
- (i) "County Master Plan" means the comprehensive plan adopted by the County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use, development guides and elements, including the land use and development guide and the general plan map for unincorporated portions of the Las Vegas Valley adopted by the County Commission on January 24, 1974, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- (j) "Development Agreement Ordinance" means an ordinance adopted per Chapter 30.06 of the Clark County Unified Development Code (Title 30) along with any other Chapters of the Clark County Code that are relevant to the Development Agreement being considered.
- (k) "Effective Date" means the date, on or after the adoption by the County Commission, of an ordinance approving execution of this Agreement whereas the Agreement has been executed and signed by both parties, that this Agreement is recorded in the Office of the County Recorder of Clark County, Nevada.
- (l) "NDOT" means Nevada Department of Transportation.
- (m) "NRS" means Nevada Revised Statutes.
- (n) "PFNA" means the Southwest Las Vegas Valley Public Facilities Needs Assessment Report, dated December 1, 2000, incorporated herein by this reference and approved by the County Commission on January 2, 2001.
- (o) "Project" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- (p) "Subject Property" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (q) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

SECTION 2 – RECITAL OF PREMISES, PURPOSE AND INTENT

2.01 Recitals. This Agreement is predicated upon the following facts and findings:

- (a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- (b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.
- (c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of Title 30 of the Code, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. County agrees to record a certified copy of the ordinance as required by NRS §278.0207.
- (d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law, and this Agreement to provide for public services; public uses and urban infrastructure; to promote the health, safety and general welfare of the County and its inhabitants; to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas; to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens; and to otherwise achieve the goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.
- (e) Owner Intent. In accordance with the legislative intent evidenced by NRS §278.0201 through §278.0207, inclusive, authorizing Development Agreements and the intent of the County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Project in accordance with the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time. In order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's fair share of the costs to provide certain public services, facilities, and infrastructure in the area of this Project. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.
- (f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of

water or other limited natural resources, federal regulation of air and water quality, and similar conditions. Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. Owner further acknowledges and agrees this Agreement does not relieve the Owner from compliance with existing, changed, modified or amended rules regulations, laws, ordinances, resolutions, fees codes, etc., of other governmental agencies. Such rules, regulations, laws, ordinances, resolutions, fees, codes, etc. of governmental entities must be complied with by the Owner and are not locked in nor a part of this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

- (g) Provision of Water and Sewer Service. Owner clearly understands and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities namely the Las Vegas Valley Water District and the Clark County Water Reclamation District. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Owner in accordance with said governmental entities requirements as amended from time to time. This Agreement or the County does not guarantee or provide the provision of water and sewer services.

- 2.02 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.
- 2.03 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS §278.0201 and the Code, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the Project may be developed to the density and with the land uses set forth in the Land Use and Development Guide/Plan, along with the development standards set forth in the Concurrent Approvals and the Applicable Rules.

SECTION 3 – DEVELOPMENT OF THE PROJECT

- 3.01 Time for Construction and Completion of the Project. Subject to the terms of this Agreement and Applicable Rules, Owner shall have discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project or any part thereof.
- 3.02 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Project in accordance with the uses and densities set forth in the Concurrent Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Pursuant to the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Project may proceed.
- 3.03 Air Quality Conformity. Owner acknowledges County has adopted an air quality plan and agrees to comply with the applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation. Owner will educate Builders and contractors within the Project of the applicable rules of the Clark County Department of Air Quality & Environmental Management with respect to dust mitigation and will encourage compliance therewith.
- 3.05 Water Conservation. Owner agrees to encourage water conservation in the Project. Owner agrees to design any open space using the best available, water conserving techniques, including but not

limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping adjacent to public streets shall be limited to water conserving plant materials.

- 3.06 Temporary Storm Water Construction Permit. Owner agrees to educate Builders and contractors within the Project on the requirements for a Temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection (NDEP).

SECTION 4 – PUBLIC FACILITIES

- 4.01 Public Facilities. Owner agrees that prior to issuance of any building permit for a single family dwelling, multiple family dwelling, retail, office, industrial or hotel use in the Project, they will pay the fees as set forth in the Public Facilities Chart below, hereinafter referred to as Chart 4.01-A, except as modified by this Section 4.01.

In addition, the fees set forth in Chart 4.01-A below may be increased or decreased from time to time during the term of this Agreement if the modified fees are uniformly applied to all development and construction within the Public Facilities Needs Assessment area. The County and Owner agree that any fee modifications shall be applied only for building permits not yet issued. Owner and the County will not be entitled to any payment or reimbursements for fees paid for building permits issued prior to any such fee modification.

CHART 4.01-A PUBLIC FACILITIES CHART			
Type Of Development	Infrastructure Category		Total Per Unit
	Parks	Public Safety	
Single Family Dwelling Unit (per dwelling unit)	\$ 609.90	\$ 1,030.91	\$ 1,640.81
Multi Family Dwelling Unit (per dwelling unit)	\$ 609.90	\$ 1,010.80	\$ 1,620.70
Retail (per square foot gross floor area)	N/A	\$ 0.69	\$ 0.69
Office (per square foot gross floor area)	N/A	\$ 0.77	\$ 0.77
Industrial (per square foot gross floor area)	N/A	\$ 0.46	\$ 0.46
Hotel (per room)	N/A	\$ 1,032.58	\$ 1,032.58

- 4.02 Parks. In addition to the fees in Chart 4.01-A above, Owner agrees that this development is subject to the Residential Construction Tax if required by Chapter 19.05 of the Clark County Code.

- 4.03 Traffic Study. Owner shall prepare and submit to the County (and NDOT if applicable) a Traffic Study (if required) acceptable to the County (and NDOT if applicable) for the Subject Property prior to submittal of any final map for technical review, or prior to County issuance if any grading or building permits; whichever occurs first, and Owner agrees to comply with said Study as approved by the County. Any modification to the Traffic Study must be approved by the Director of the Department of Public Works.

In addition to the fees in Chart 4.01-A above, Owner agrees to construct at its sole cost and expense and dedicate to the County (or NDOT if applicable) any such roadway and traffic improvements identified in the Traffic Study as approved with conditions by the County (and NDOT if applicable), which are necessary for the Subject Property or for the mitigation of any traffic impacts caused by the development of the Subject Property.

Each facility must be built in the manner prescribed by the Code, NRS, and in accordance with the, “Uniform Standard Drawings for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada”, as amended by the Concurrent Approvals as approved by the County, and the State’s Design Manual prior to issuance of any building permits for the area impacted by the facilities, as identified in the Traffic Study as approved with conditions by the County (an NDOT if applicable).

Nothing herein shall be construed to require Owner to construct the applicable traffic improvements if Owner does not develop the impacted area. Owner acknowledges it shall be responsible for all public and private roadway construction (if applicable), utility installations and modifications, lighting, traffic control equipment and signage, and aesthetic improvements relating to the development.

- 4.04 Drainage Study. Owner shall prepare and submit to the County a Drainage Study, if required by the Clark County Department of Public Works, acceptable to the County for the Subject Property prior to recording any final map or the issuance of any grading and/or building permits. In addition to the fees in Chart 4.01-A above, Owner agrees to construct at its sole cost and expense and dedicate to the County such flood and drainage facilities identified in the Drainage Study which are necessary for the flood protection of the Subject Property or for the mitigation of any downstream flood impacts caused by the development of the Subject Property.

Each facility must be built, in the manner prescribed by Code, prior to issuance of any grading and/or building permits for the area impacted by the facilities as identified in the approved Drainage Study in accordance with Code. Notwithstanding any other provision in this section no grading or building permit shall be issued in any area not protected by the drainage facilities identified in the approved Drainage Study.

SECTION 5 – REVIEW AND DEFAULT

- 5.01 Frequency of Reviews. As required by NRS §278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement, Owner shall provide and County shall review in good faith a report submitted by Owner documenting the extent of Owner's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response.

- 5.02 Opportunity to be Heard. County and Owner shall be permitted an opportunity to be heard orally and in writing before the County Commission regarding their performance under this Agreement in the manner set forth in Development Agreement Ordinance.

- 5.03 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice, not less than thirty (30) calendar days prior to declaring a default under this Agreement. The time of notice shall be measured from the date of post mark which may be sent by regular mail.

The courtesy notice shall state the reason for noncompliance, any action necessary to correct the noncompliance, specify the nature of the alleged default and, where appropriate, the manner and period of time in which the noncompliance may be satisfactorily corrected. During the period of time the default letter is pending, the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected within thirty (30) calendar days, the following courses of action shall apply:

- (a) County Procedures

- (i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Director of

Development Services, or his or her designee, may do one or both of the following options:

- (1) Immediately direct County staff to recommend that all future zoning, land use, and mapping applications within the Project be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected, or;
 - (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event the County selects this option, County shall give Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter notifying Owner of the hearing shall contain the intended hearing date. The seven (7) business days will be measured from the date of the certified mailing of the notice.
 - (ii) Hearing Schedule. If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available Commission zoning agenda.
 - (iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner, existing or received, as of the date of the termination. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to Sections 5.05 and 5.06 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.
- (b) Owner Procedures
- (i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.
 - (ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.
- (c) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert, or enforce any of its right or remedies.

(d) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

- 5.04 Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default shall give notice of intent to amend or terminate this Agreement pursuant to NRS §278.0205 (the "Notice of Intent"), with notices sent in the manner provided by Section 7.08 of this Agreement. Following any such Notice of Intent, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission.
- 5.05 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.
- 5.06 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.03. Following such notice, a public hearing must be held by the County Commission where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, such party may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.
- 5.07 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

SECTION 6 – CONFLICTING LAWS

- 6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County,

this Agreement shall remain in full force and effect as to those provisions not affected, and the conflicting laws or regulations shall not be applied retroactively, and:

- (a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

6.02 County Commission Hearings. In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.06. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

6.03 Cooperation in Securing Permits. The County shall use its Best Efforts to cooperate with Owner in securing any County permits, licenses or other authorizations which may be required as a result of any amendment or suspension resulting from actions initiated under this Section 6. Owner will be responsible to pay all applicable fees in connection with securing of the permits.

SECTION 7 – GENERAL PROVISIONS

7.01 Enforcement and Binding Effect. Subject to the limitations of NRS §278, this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement, would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "cost based fees" which are deemed to be administrative fees for issuance of land use approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County's jurisdiction. "Cost based fees" do not include the fees addressed in Section 4.01 of this Agreement.

7.02 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the date the land use application expires or upon the eighth (8th) anniversary of the Effective Date, or when all obligations hereunder are satisfied, whichever occurs earliest, unless extended by written agreement executed by County and Owner.

7.03 Assignment.

- (a) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignee or transferee of any portion of the Project within the area covered by a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Project so assigned or transferred nor be deemed to have assumed all such obligations, and such assignment or transfer shall not relieve Owner of its obligation as to the assigned or transferred portion of the Project.

- (b) Transfer to an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership, or corporation, which Owner controls, or in which Owner has a controlling interest, or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder.
- (c) Third Party Assignment. The rights and obligations of Owner under this Agreement may be freely transferred or assigned to a third party not affiliated with Owner, provided such third party assumes in writing all obligations of Owner hereunder as to the assigned or transferred portion of the Project along with a copy of the sale, transfer, conveyance, or assignment agreement wherein the third party assumes the obligations of the Owner. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this agreement. In connection with the conveyance of any portion of the property, Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Project.
- (d) Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Project or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to County.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto.

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Project. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is solely caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

7.06 Binding Effect of Agreement. Subject to Section 7.03 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to the parties' respective successors in interest.

7.07 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

7.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be sent to the address on file to Owner and/or Applicant, as shown on "Exhibit B" and the Comprehensive Planning Department and Office of the District Attorney-Civil Division addressed as follows:

To County: COUNTY OF CLARK
Department of Comprehensive Planning, Current Planning Division
Clark County Government Center
500 South Grand Central Parkway, 1st Floor
P.O. Box 551741
Las Vegas, NV 89155-1741

With a Copy to: COUNTY OF CLARK
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION
Clark County Government Center
500 South Grand Central Parkway, 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Owner, as the case may be.

7.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each unit within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of an Occupancy Permit for the building in which the unit is located.

7.13 Headings, Exhibits, Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and Exhibits shall be to Sections and Exhibits of or to this Agreement, unless otherwise specified.

7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal

or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

- 7.15 Voluntary Agreement. Owner acknowledges that they had the option of conducting their own public facilities needs assessment study, but instead voluntarily chose to accept the findings, conclusions and fee schedule contained within the County PFNA defined in Section 1.01(n) of this Agreement. Owner further acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.16 No Third Party Beneficiary Rights. This Agreement shall inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Agreement, express or implied, shall confer upon any other person or entity, including the public or any member thereof, any rights, benefits or remedies of any nature whatsoever.

[signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties to be effective on the date described in Section 1.01(k).

COUNTY:

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF CLARK, STATE OF NEVADA

Attest:

By: _____
Tick Segerblom, Chair

Lynn Marie Goya, County Clerk

CEO

OWNER:

HEATH POMERANTZ

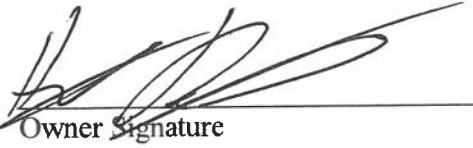
PRINT OWNER NAME

ENTITY NAME:

WOW BUILD CO. ONE, LLC

PRINT ENTITY NAME

By:


Owner Signature

ACKNOWLEDGMENT:

STATE OF NEVADA)

)ss:

COUNTY OF CLARK)

This instrument was acknowledged before me on the 31ST day of MARCH, 2025,

by HEATH POMERANTZ

(Printed Name of Document Signer)



NOTARY PUBLIC


Signature

**Exhibit “A”
Legal Description**

(see next page for attachment)

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.B & M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE ALREADY EXISTING BLUE DIAMOND ROAD.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CLARK COUNTY BY THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED FEBRUARY 28, 1996, IN BOOK 960228 AS INSTRUMENT NO. 01422 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF SERENE AVENUE AS VACATED BY CLARK COUNTY IN AN ORDER OF VACATION RECORDED JUNE 02, 2005, IN BOOK 20050602 AS INSTRUMENT NO. 04681 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO COUNTY OF CLARK BY THAT CERTAIN 'GRANT, BARGAIN, SALE AND DEDICATION DEED' RECORDED SEPTEMBER 26, 2008, IN BOOK 20080926 AS INSTRUMENT NO. 05218 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF VACATED ROAD ADJOINING THE NORTH BOUNDARY AS PROVIDED FOR IN THAT CERTAIN RESOLUTION OF ABANDONMENT OF A PORTION OF STATE HIGHWAY RIGHT-OF WAY RECORDED MAY 16, 1990, IN BOOK 900516 AS INSTRUMENT NO. 00505 OF OFFICIAL RECORDS.

Exhibit “B”
Development Agreement Owner Correspondence

Exhibit “B”
Development Agreement Owner/Applicant Correspondence

In accordance with Section 7.08, all notices, demands and correspondence required or provided for under this agreement shall be sent to the Owner and/or Applicant as follows:

Address all Correspondence as follows:

Owner

Wow Build Co One, LLC
1215 Fort Apache, Suite 210
Las Vegas, NV 89117

Applicant/Correspondent

Liz Olson - Kaempfer Crowell
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135

Exhibit “C”
Agenda Sheet, Notice of Final Action, and Agenda Map
(see next page for attachments)

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-24-0463-BLUE DIAMOND RETAIL PARTNERS, LLC:

APPEAL AMENDED USE PERMIT for a vehicle wash.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) modify residential adjacency standards; and 2) reduce street landscaping (no longer needed).

DESIGN REVIEW for a commercial center consisting of a vehicle wash and a restaurant with drive-thru on 1.9 acres in a CG (Commercial General) Zone.

Generally located on the southeast corner of Durango Drive and Blue Diamond Road within Enterprise. JJ/sd/kh (For possible action)

RELATED INFORMATION:

APN:

176-21-201-012

WAIVERS OF DEVELOPMENT STANDARDS:

1. a. Allow a drive-thru lane 130 feet from a residential zoning district where 200 feet is required per Section 30.04.06E (a 35% reduction).
b. Allow roll-up doors to face a residential zoning district where not permitted per Section 30.04.06N.
2. Reduce street landscaping along Durango Drive where 1 large tree every 30 feet is required per Section 30.04.01D (no longer needed).

LAND USE PLAN:

ENTERPRISE - CORRIDOR MIXED-USE

BACKGROUND:

Project Description

General Summary

- Site Address: 8575 Blue Diamond Road
- Site Acreage: 1.9
- Project Type: Commercial center consisting of a vehicle wash and a restaurant with drive-thru
- Number of Stories: 1
- Building Height (feet): 31 (vehicle wash)/20 (restaurant with drive-thru)
- Square Feet: 4,814 (vehicle wash)/690 (restaurant with drive-thru)
- Parking Required/Provided: 10/11
- Sustainability Required/Provided: 7/8.5

Site Plan & History

The site was approved for a vehicle wash, retail building, restaurant with a drive-thru, and water vending structure by the Board of County Commissioners in October of 2018. That application was extended in March of 2021, followed by a second extension of time approved in December of 2022. These applications have since expired, and the proposed project differs from what was previously approved.

The plans depict a new commercial center with a proposed vehicle wash and restaurant with drive-thru services. The parcel is currently undeveloped and located at the southeast corner of Blue Diamond Road and Durango Drive. Access to the site is from Durango Drive, and also from Blue Diamond Road through a cross access to the existing commercial property to the east. There is a 20 foot wide utility easement located along the eastern portion of the parcel, as well as a 15 foot wide utility easement along the southern portion. A vehicle wash is proposed in the western portion of the parcel with a restaurant and drive-thru lane in the northeast portion of the parcel. The vehicle wash building and associated amenities is divided into 3 sections: an ingress lane where customers pay for vehicle wash services, a lane dedicated to self-service vacuum stations centrally located within the site, and a vehicle wash tunnel within a building located adjacent to Durango Drive that shields the facility from view from the street. The vehicle wash tunnel, ingress/egress lane, and vacuum station lane run in a north to south direction with the tunnel exit with roll-up doors facing south towards the residential development, from which it is set back 86 feet.

The restaurant drive-thru establishment is 690 square feet, located to the east of the vehicle wash and vacuum area, with the drive-thru lane set back 130 feet from the residential properties to the south. The queuing starts at the northeast corner of the site and continues to the west and south of the restaurant. The speaker box and menu board are oriented towards the west, facing the vehicle wash facility, and set back 205 feet from the residential properties to the south.

The plans depict a pedestrian pathway from Durango Drive which crosses the vacuum station and leads to the drive-thru restaurant. The vehicle wash facility will provide 24 covered vacuum spaces, while the overall site will provide 11 total parking spaces on the eastern half portion of the site.

Landscaping

The plans depict landscaping within the parking lot and along the perimeter of the parcel. A single row of large trees, along with a variety of shrubs, are depicted along Durango Drive to the west and Blue Diamond Road to the north. A combination of large trees, medium trees, and shrubs are shown throughout the parking lot areas. Along the south property line is an intense landscape buffer adjacent to the residential uses to the south with 2 rows of large evergreen trees spaced 20 feet on center. Detached sidewalk with 5 feet of landscaping on each side is shown for Durango Drive. Along Blue Diamond Road is a landscape area approximately 30 feet in width that screens the vehicle wash drive lane from the right-of-way. The landscaping plan shows the trees along Durango Drive are all proposed on 1 side of the sidewalk, when Code requires them to be on both sides of the sidewalk.

Elevations

The plans depict a commercial development consisting of a vehicle wash facility and a drive-thru restaurant. The vehicle wash building will have a maximum height of 31 feet and will be comprised of painted concrete, brick accents, and large decorative windows. The vehicle wash will have the southern exterior roll-up doors facing south. The proposed drive-thru restaurant and drive-thru is 20 feet in height with a flat roofline with metal and cement paneling over wood framing, stucco finish, fabric awning, and glazed storefront windows.

Floor Plans

The plans depict a vehicle wash with an equipment room, break room, vending area, restroom, customer service area, utility rooms, and wash tunnel that is oriented north to south. The plan for the restaurant with a drive-thru depicts a kitchen for food preparation and cooking, along with a separate restroom. There are no indoor or outdoor dining areas for customers as the restaurant will only offer drive-thru window pickup.

Applicant's Justification

The applicant states the proposed project has been designed to minimize impacts on the adjacent residential properties to the south. The vehicle wash and vacuum area has been located close to the west property line along Durango Drive to place it further away from the residential properties to the south. Due to the sizing and location of the parcel, the most practical design places the roll-up overhead doors facing Blue Diamond Road and the residential development to the south. Buffering and screening have been provided to minimize the impact of the roll-up doors. The applicant adds that the proposed vehicle wash is an appropriate commercial use for the site, and was previously approved with a reduction in separation between the use and the adjacent residential zoning district. The drive-thru design ensures that queuing occurs on the northern portion of the property, with an intense landscape buffer to the south to minimize the impact of the drive-thru restaurant.

Prior Land Use Requests

Application Number	Request	Action	Date
ET-22-400120 (UC-18-0617)	Second extension of time for a retail building, restaurant with drive-thru, vehicle wash, and water vending structure - expired	Approved by BCC	December 2022
VS-21-0030	Vacated and abandoned pedestrian access easements and utility, streetlight, and traffic control easements along Durango Drive	Approved by PC	March 2021
ET-21-400002 (UC-18-0617)	First extension of time for a retail building, restaurant with drive-thru, vehicle wash, and water vending structure - expired	Approved by BCC	March 2021
UC-18-0617	Reduce setback of vehicle wash from residential use, design review for retail building, restaurant with drive-thru, vehicle wash, water vending structure - expired	Approved by BCC	October 2018

Prior Land Use Requests

Application Number	Request	Action	Date
ZC-1364-06 (ET-400075-12)	First extension of time to waive the condition of a zone change requiring full off-sites	Approved by BCC	December 2012
UC-0384-08 (ET-400068-12)	Second extension of time for residential separation reductions and a design review for a shopping center with a convenience store, gasoline sales, and vehicle maintenance facility	Approved by BCC	December 2012
DR-0038-12	Site and building lighting in conjunction with an approved grocery store	Approved by BCC	March 2012
DR-0466-10	Grocery store - expired	Approved by BCC	December 2010
UC-0384-08 (ET-0088-10)	First extension of time for residential separation reductions and a design review for a shopping center with a convenience store, gasoline sales, and vehicle maintenance facility	Approved by BCC	July 2010
ZC-1364-06 (WC-0089-10)	Waived the condition of a zone change requiring full off-sites	Approved by BCC	July 2010
UC-0384-08	Reduced residential separation to a convenience store and vehicle facility with a design review for a shopping center with a convenience store, gasoline sales, and vehicle maintenance facility	Approved by BCC	July 2008
DR-1185-07	Commercial center - expired	Approved by PC	November 2007
ZC-1364-06	Reclassified the site from H-2 to C-2 zoning for a shopping center including a convenience store with gasoline sales	Approved by BCC	November 2006
VS-1348-06	Vacated and abandoned a 33 foot government patent easement along the southern property line	Approved by PC	November 2006
MP-1336-04	Mountain's Edge Master Plan for the area south of Blue Diamond Road	Approved by BCC	October 2004
VS-0571-96	Vacated and abandoned a 33 foot government patent easement along the east property line	Approved by BCC	May 1996
UC-1910-95	90 foot communication tower with 336 square foot support building and associated equipment	Approved by PC	December 1995

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North & East	Corridor Mixed-Use	CG	Shopping center

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
South	Mid-Intensity Suburban Neighborhood (up to 18 du/ac)	RM18 (PCO)	Condominiums
West	Corridor Mixed-Use	CG	Undeveloped

The subject site is within the Public Facilities Needs Assessment (PFNA) area.

STANDARDS FOR APPROVAL:

The applicant shall demonstrate that the proposed request is consistent with the Master Plan and is in compliance with Title 30.

Analysis

Comprehensive Planning

Use Permit

A special use permit is considered on a case by case basis in consideration of the standards for approval. Additionally, the use shall not result in a substantial or undue adverse effect on adjacent properties, character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare; and will be adequately served by public improvements, facilities, and services, and will not impose an undue burden.

While the proposed vehicle wash will be buffered and separated from the residential use to the south by both an intense landscape buffer and an 8 foot high block CMU wall, staff finds that the proximity of the use to the residential development makes it too intense for this location. The visual and audible impacts of the vehicle wash may have significant impacts on the adjacent condominium development, particularly because the vehicle wash design can accommodate up to 24 vehicles in the queuing area at a time. The potential for constant vehicular traffic through the vehicle wash area intensifies the use and its impacts. Therefore, staff cannot support this request.

Waivers of Development Standards

The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

Waivers of Development Standards #1a & #1b

The drive-thru queuing will mostly be screened by the restaurant building, with the vehicles exiting the drive-thru area and continuing through the parking lot, consistent with typical vehicular flow through the overall site. The roll-up door faces the residential development to the south, and vehicles will make a slight turn upon exiting the wash area and continue into the parking lot. The applicant is proposing 2 rows of large evergreen trees with an 8 foot CMU wall along the south property line, which will screen the drive-thru and roll-up vehicle wash door

from the adjacent residential development to the south and help mitigate the impact. However, since staff cannot support the proposed uses and overall site design, staff is unable to support these requests.

Waiver of Development Standards #2

No longer needed.

Design Review

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and others architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

The street landscaping along Durango Drive consists of 1 row of shrubs, only west of the sidewalk and all the trees have been provided east of the sidewalk, while Code requires trees to be planted on both sides of the sidewalk. This request is being reviewed as part of the design review. Staff understands that due to the extent of the sight visibility zones along Durango Drive, there is a limited space to add a tree to the west of the sidewalk. Also, keeping all the trees in 1 side of the sidewalk in this case maintains landscape consistency.

While the applicant has proposed mitigation measures which are required by Code to lessen the impacts to the surrounding area, staff finds that the proposed use and site design will likely have negative impacts on the residential development to the south. The vehicle wash and drive-thru are closer to the adjacent residential properties than Title 30 allows, and the visual and audible effects of these particular uses are difficult to alleviate. The roll-up door exit on the vehicle wash is oriented toward the south, facing the residential properties, which accentuates the visibility of the vehicle wash. Staff finds that this site is better suited for alternative commercial uses that will have less of an impact on the residential development to the south. For these reasons, staff cannot support these requests.

Staff Recommendation

Denial.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Master Plan, Title 30, and/or the Nevada Revised Statutes.

PLANNING COMMISSION ACTION: December 17, 2024 – APPROVED – Vote: Unanimous

Comprehensive Planning

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.

- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance.
- Applicant is advised that Nevada Department of Transportation (NDOT) permits may be required.

Fire Prevention Bureau

- Applicant to show fire hydrant locations on-site and within 750 feet.
- Applicant is advised that fire/emergency access must comply with the Fire Code as amended.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been initiated for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0390-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require a new POC analysis.

TAB/CAC: Enterprise - approval (hours of operation 7:00 a.m. to 9:00 p.m.; mature trees south of vehicle wash bay).

APPROVALS: 7 cards

PROTESTS: 8 cards

PLANNING COMMISSION ACTION: October 15, 2024 – HELD – To 11/19/24 – per the applicant.

PLANNING COMMISSION ACTION: November 19, 2024 – HELD – To 12/17/24 – per staff for the applicant to return to the Enterprise Town Board.

APPEAL: This item has been appealed by a neighbor who has concerns and does not agree with the Planning Commission action.

APPLICANT: S. T. ENTERPRISES

CONTACT: LINDSAY KAEMPFER, KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135



Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741
(702) 455-4314 • Fax (702) 455-3271

Sami Real, Director

NOTICE OF FINAL ACTION

February 05, 2025

LINDSAY KAEMPFER
KAEMPFER CROWELL
1980 FESTIVAL PLAZA DRIVE, SUITE 650
LAS VEGAS, NV 89135

REFERENCE: UC-24-0463

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **January 22, 2025**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

APPEAL - DENIED.

APPROVED.

CONDITIONS OF APPROVAL - Comprehensive Planning

- Enter into a standard development agreement prior to any permits or subdivision mapping in order to provide fair-share contribution toward public infrastructure necessary to provide service because of the lack of necessary public services in the area;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance.

BOARD OF COUNTY COMMISSIONERS

TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager



Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741
(702) 455-4314 • Fax (702) 455-3271

Sami Real, Director

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If you have any questions regarding your Notice of Final Action, please call the Department of Comprehensive Planning at (702) 455-4314 (option 2, option 1).

BOARD OF COUNTY COMMISSIONERS

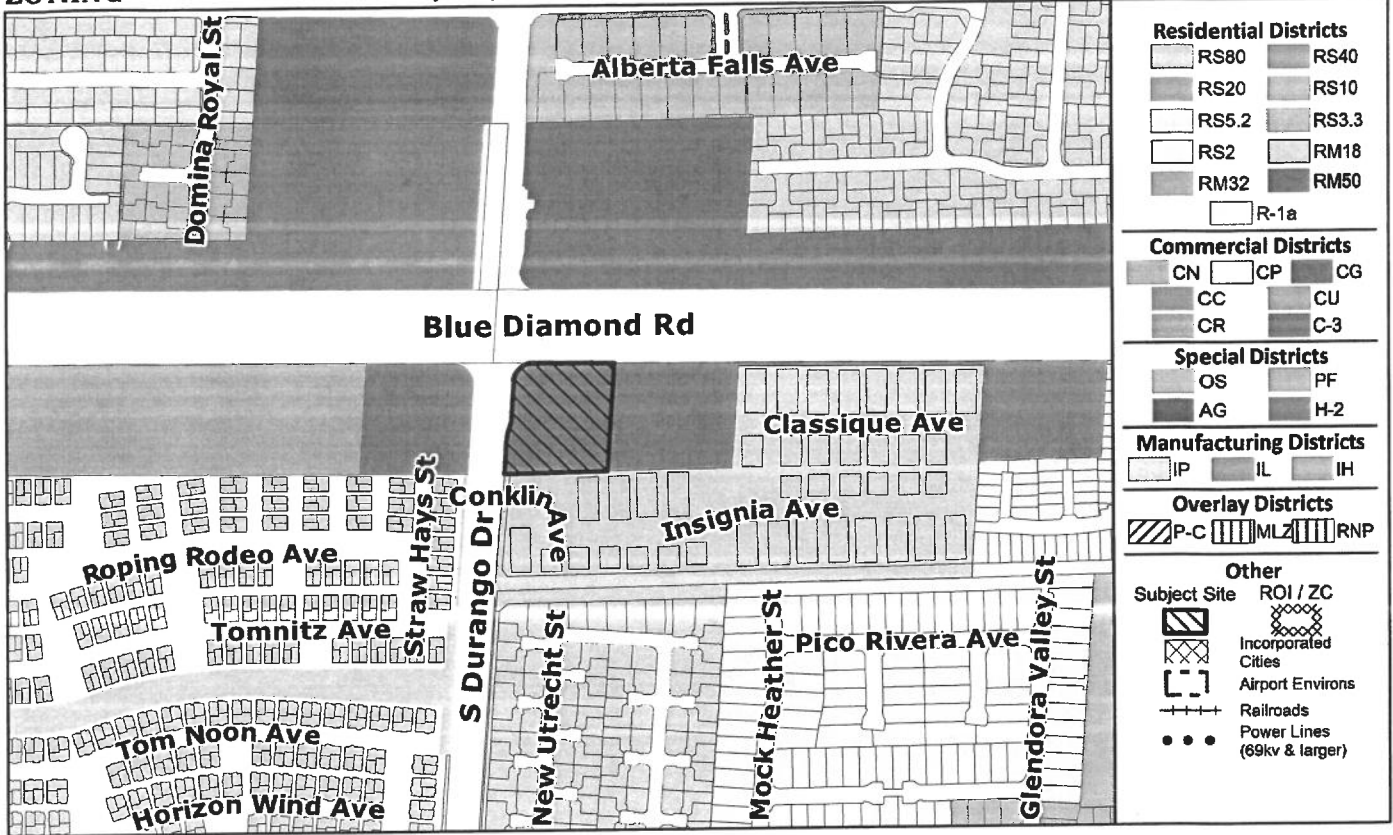
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager

Commission Agenda Map

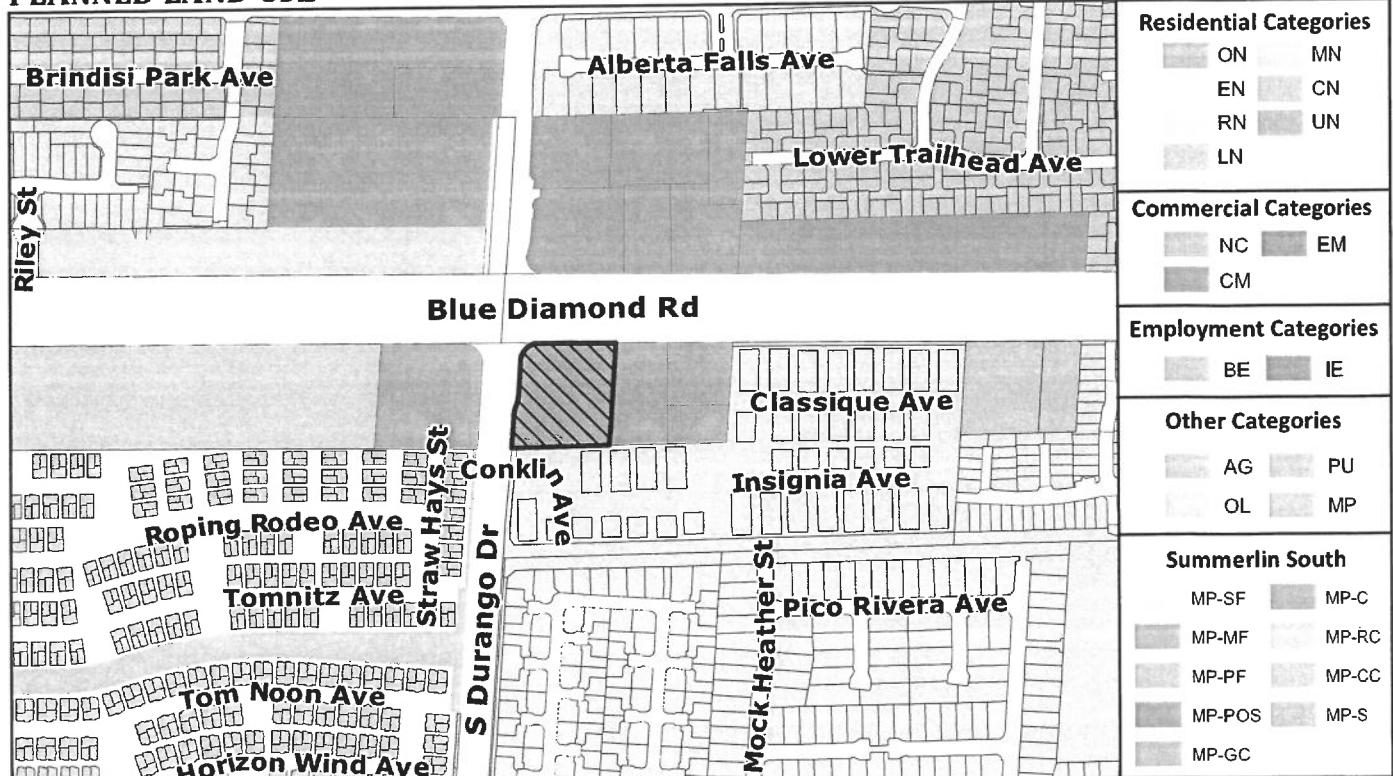
UC-24-0463

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.

Subject Parcel(s)
17621201012



0 1/4 1/2 3/4 1 Mile
Map Created on 12/18/2024

