

A. Auctioneers.

(1) TWENTY DOLLARS (20.00) for a license per day.

(2) EIGHTY DOLLARS (\$80.00) for an annual license

B. Peddler. EIGHTY DOLLARS (\$80.00) per day.

C. Transient Vendor or Transient Merchant. EIGHTY DOLLARS (\$80.00) per day.

D. Traveling Amusement Shows. FIVE HUNDRED DOLLARS (\$500.00).

E. Garage Sale. There shall be no fee for a GARAGE SALE permit.

F. Flea Market Sale or Swap Meets.

(1) The fee for a one-time FLEA MARKET SALE or SWAP MEET shall be FIVE-HUNDRED DOLLARS (\$500.00) per day plus TEN DOLLARS (\$10.00) PER VENDOR OR DEALER.

G. Mobile Food Vendors. EIGHTY DOLLARS (\$80.00) annual.

H. Special Events Business License Fees

(1) Non-Profit entities that have satisfied Section 4-22-E of this Chapter (Non-Profit Permits) are not required to obtain a Special Events Business License, but shall pay a vendors/concessionaire fee of TEN DOLLARS (\$10.00) per day, per vendor/concessionaire. A list of vendors including vendor business name, address, telephone number and type of vendor shall be submitted at least five (5) days before the event.

(2) For profit entities shall pay a TWENTY-FIVE DOLLAR (\$25.00) licensing fee per event and a vendors/concessionaire fee of TEN DOLLARS (\$10.00) per day, per vendor/concessionaire. A list of vendors including vendor business name, address, telephone number and type of vendor shall be submitted at least five (5) days before the event.

I. Child Caregiver. EIGHTY DOLLARS (\$80.00) annual.

8. CHANGE OF ADDRESS or BUSINESS NAME CHANGE.

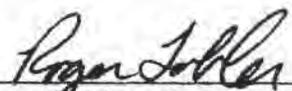
A. There will be a charge of TWENTY DOLLARS (\$20.00) for any change of business address or business name change.

9. PENALTIES.

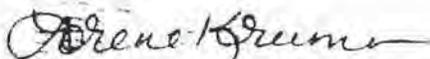
- A. Any business determined to be operating in Boulder City without a valid Boulder City business license will be charged a penalty of TWENTY DOLLARS (\$20.00) per day in addition to the regular license fee provided herein.
- B. Any business failing to make payment of renewal fee as provided herein will be charged a penalty of TEN DOLLARS (\$10.00) if such renewal payment is received within thirty (30) days after expiration of the license.
- C. In the event a renewal payment is not made within thirty (30) days after expiration of the license, the license shall be automatically revoked.
- D. A business license revoked for non-payment of required fees, excluding a non-resident contractor's license which was not renewed because of work not being performed in Boulder City, shall not be reissued until payment of all required fees, including investigation fees, if any, and a penalty of TWENTY DOLLARS (\$20.00) is paid.
- E. A licensee conducting business at a location other than the location to which the license was issued shall be charged a penalty of TWENTY DOLLARS (\$20.00).
- F. New ownership of a business not applying for a license and conducting such business under a previously issued license will be charged a penalty of TWENTY DOLLARS (\$20.00) per day.

**BE IT FURTHER RESOLVED** that the foregoing fees shall become effective on July 1, 2013.

**DATED and APPROVED** this 26th day of March 2013.

  
\_\_\_\_\_  
Roger Tobler, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorene Krumm, City Clerk  
(SEAL)



**CITY OF BOULDER CITY  
NON-RESIDENT BUSINESS  
LICENSE APPLICATION**

401 California Ave. Boulder City NV 89005  
Phone 702-293-9219 Fax 702-293-9411  
[www.bcnv.org](http://www.bcnv.org)

DATE: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

BUSINESS NAME (dba): \_\_\_\_\_ Phone \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email address: (renewals, correspondence, etc.) \_\_\_\_\_

NATURE OF BUSINESS:  Retail/Wholesale  Service  Contractor  One-Time permit (24 hrs only) date \_\_\_\_\_  Other

Explain fully: \_\_\_\_\_

**Include a copy of the following:**

- Business License from the issuing city where the office is located.
- Any NV State Regulated License (i.e. Contractors, Bail Bonds, Pest Control, Real Estate, etc.)
- Nevada State Business License (issued from the NV Secretary of State)
- NV Sales Tax permit if applicable

**LEGAL BUSINESS ENTITY OR OWNER:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**APPLICANT: (must be owner/officer/member)**

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

*License fees will be pro-rated for the initial application and are listed on the back of form. (Annual billing is July 1 – June 30)*

<input type="checkbox"/> RETAIL BUSINESS	\$175.00 annual fee	\$ _____
<input type="checkbox"/> SERVICE / WHOLESALE BUSINESS	\$100.00 annual fee	\$ _____
<input type="checkbox"/> CONTRACTOR	\$200.00 annual fee	\$ _____
<input type="checkbox"/> ONE - TIME PERMIT	\$ 30.00 per 24 hr period	\$ _____
<input type="checkbox"/> COIN OPERATED MACHINES	\$ 50.00 per machine annually	\$ _____
PRORATED FOR _____ MONTHS		\$ _____

I/We do hereby declare that all statements contained in this application are true and correct to the best of my knowledge, and that misrepresentation or failure to reveal information requested may be deemed sufficient cause for refusal to issue or revocation of a City License. Should this application be granted, I/We will accept such license subject to the terms and provisions of the Ordinance under which granted.

Signature of Applicant: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public or City Staff

**OFFICE USE ONLY**

Date entered into Munis \_\_\_\_\_ Business Acct # \_\_\_\_\_ License # \_\_\_\_\_ Application scanned/attached \_\_\_\_\_

Comments: \_\_\_\_\_

## PRO-RATED FEES:

### RETAIL

#### ANNUAL FEE - \$175.00

12 MONTHS =	\$175.00
11 MONTHS =	160.42
10 MONTHS =	145.83
9 MONTHS =	131.25
8 MONTHS =	116.67
7 MONTHS =	102.08
6 MONTHS =	87.50
5 MONTHS =	72.92
4 MONTHS =	58.33
3 MONTHS =	43.75
2 MONTHS =	29.17
1 MONTH =	14.58

### SERVICE & WHOLESALE

#### ANNUAL FEE - \$100.00

12 MONTHS =	\$100.00
11 MONTHS =	91.67
10 MONTHS =	83.33
9 MONTHS =	75.00
8 MONTHS =	66.67
7 MONTHS =	58.33
6 MONTHS =	50.00
5 MONTHS =	41.67
4 MONTHS =	33.33
3 MONTHS =	25.00
2 MONTHS =	16.67
1 MONTH =	8.33

### CONTRACTORS

#### ANNUAL FEE - \$200.00

12 MONTHS =	\$200.00
11 MONTHS =	183.33
10 MONTHS =	166.67
9 MONTHS =	150.00
8 MONTHS =	133.33
7 MONTHS =	116.67
6 MONTHS =	100.00
5 MONTHS =	83.33
4 MONTHS =	66.67
3 MONTHS =	50.00
2 MONTHS =	33.33
1 MONTH =	16.67



## Resident Business Application Packet

### Checklist

The City of Boulder City requires the following items to be submitted with your Business License Application:

- A completed application (*incomplete applications will not be accepted.*) pgs. 1 – 2
- Child Support Status Statement (*pursuant to NRS 266.358*) pg. 3
- Proof of Nevada State Business License (*pursuant to NRS 76.100*) pg. 4 information only
- Proof of a sales tax permit issued from the NV Department of Taxation (*pursuant to NRS 364.110*) pg. 4 information only
- Compliance with Industrial Insurance Requirements or proof of insurance policy (*pursuant to NRS 616A-D*) pg. 4 information only
- A completed Emergency Notification Form pg. 5
- A copy of any required Federal, State or County license  
(*This includes your Fictitious Firm Name filed with the County Clerk*) pg. 6 information only
- Letter or lease agreement signed by the owner of the property or property manager
- Copy of applicant's driver's license
- A completed Home Occupation Permit Application if your business address is in a residential zone.
- Non Profit organizations must provide a copy of your letter from the IRS acknowledging non profit status or proof of being registered with the NV Secretary of State as non profit.

**If the above items are not submitted with your application, it will be returned to you.**

License fees will be collected after the license is approved.

Make checks payable to: City of Boulder City

*Applications pending longer than 120 days without any action will be canceled.*

*Prior to application, we recommend you contact Community Development – Planning & Zoning, to verify if your proposed business is a permitted use.*

*After submitting your application you will need to call for inspections with following departments:*

*Fire Department - 702-293-9228*

*Building Department - 702-293-9282 (an inspection fee may apply)*

*(Inspections do not apply to residential addresses.)*

*After the Business License Office receives approval from the Fire and Building Departments, you will be notified that the license is approved and will be issued, pending payment.*

*All signs must be approved by Community Development.*

*Placements of any items in the right-of-way need an encroachment permit from Public Works-Engineering.*

*For commercial disposal services contact Boulder City Disposal at 702-293-2276.*



**CITY OF BOULDER CITY  
RESIDENT BUSINESS  
APPLICATION**

401 California Ave., Boulder City, NV 89005  
Phone 702-293-9219 Fax 702-293-9411  
[www.bcnv.org](http://www.bcnv.org)

DATE: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Type of business: Corporation  LLC  Partnership  Sole Proprietor  Other

<b>BUSINESS NAME (DBA):</b>	LOCAL BUSINESS PHONE	BUSINESS FAX
CORPORATE / LEGAL NAME	EMAIL	WEB ADDRESS
BUSINESS ADDRESS	CITY:	STATE: ZIP:
BUSINESS MAILING ADDRESS	CITY:	STATE: ZIP:
<b>APPLICANT: (owner/officer/member)</b>	PHONE:	ARE YOU 18 YEARS OF AGE OR OLDER? <input type="checkbox"/> YES <input type="checkbox"/> NO
HOME ADDRESS	CITY:	STATE: ZIP:
MAILING ADDRESS	CITY:	STATE: ZIP:
<b>CONTACT PERSON: (if different than applicant)</b>	PHONE:	
MAILING ADDRESS	CITY:	STATE: ZIP:

<b>PROPERTY OWNER:</b>	CONTACT PHONE:
ADDRESS:	CITY: STATE: ZIP:

**TYPE OF BUSINESS: check all that apply**

Retail new  
  Retail used  
  Wholesale  
  Service  
  Contractor  
  Delivery  
  Tobacco  
  Manufacturing  
  Restaurant  
 Alcohol  
  Health services  
  Transportation  
  Rental units  
  Financial institution  
  Bank  
  Mortgage broker  
  Live Entertainment  
  Outside dining  
 Leasing  
  Non Profit  
  Home business  
  Coin/Vending  
  Telephone Soliciting  
  License Hang  
  Hazardous Material  
  Other

**DESCRIBE IN DETAIL THE NATURE OF YOUR BUSINESS AND HOW IT WILL BE CONDUCTED:**  
 Include product sold, labor performed and/or services rendered. (Example: Retail sale of major appliances to public 60%; repair 40%)


**OFFICE USE ONLY**

Dated entered into Munis: \_\_\_\_\_ Business Account # \_\_\_\_\_ License # \_\_\_\_\_

Approvals  FD  Bldg  Zoning  Other \_\_\_\_\_  Emergency form sent to PD  Approvals created  Scanned/Attached  Permit closed

Comments: \_\_\_\_\_

### Affidavit questions and statement

1. Has any owner/officer/member ever been convicted for any misdemeanor, other than a minor traffic offense, or for any felony?  
 Yes  No (If yes, attach a statement giving full details, including name of arresting agency, date of conviction, age, charge, court and location, and disposition for such misdemeanor or felony.)
2. Has any owner/officer/member ever been refused a business license of any type in the State of Nevada?  Yes  No  
 In any other State?  Yes  No (If yes, attach a statement giving full details, including the date, place and reason for refusal.)
3. Has any owner/officer/member ever had a business license suspended or revoked at any time?  Yes  No  
 (If yes, attach a statement giving full explanation of each suspension or revocation, including the date thereof.)
4. Has any owner/officer/member ever filed bankruptcy?  Yes  No (If so, give date of discharge in bankruptcy) \_\_\_\_\_
5. Is any owner/officer/member indebted or obligated financially in any manner or fashion to the City of Boulder City, excluding current utility bills or land sale payments?  Yes  No (If yes, attach a statement giving full explanation of such indebtedness or obligation.)
6. Attach a copy of all other permits or licenses required for this business.
7. Sign permits: except for signs in windows or on entry doors (not overhead doors), signs require the issuance of a permit form the Community Development Department.
8. The frontage of the premises is \_\_\_\_\_ feet. (frontage of building only if this is a home based business)
9. No. of Employees (Full Time) \_\_\_\_\_ (include all owners)
10. No. of Employees (Part Time) \_\_\_\_\_
11. Hours of operation per week \_\_\_\_\_
12. # of tables/seating (food/drinking establishment) \_\_\_\_\_
13. # of cars being stored outside (car sales) \_\_\_\_\_
14. If any changes to this business occur, written notification must be submitted to the Business License Office.

I, \_\_\_\_\_, do hereby solemnly swear or affirm that all statements contained in this application are true and correct to the best of my knowledge and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for refusal to issue or revocation of a City license. If this application is approved and a license issued, it will be accepted by me subject to the terms and provisions of the "BOULDER CITY, NEVADA, BUSINESS LICENSE CODE," and such other rules and regulations as may at any time hereafter be adopted or enacted by Resolution or Ordinance of the City Council or Boulder City, Nevada. I further acknowledge that if a license is issued it will not be transferred to any other person at this location or used for the operation and conduct of such business at another location.

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Signature of Applicant (must be owner/officer/member)

\_\_\_\_\_  
 Notary Public or City License Clerk

OFFICE USE	
Points calculation	
<b>CLASS:</b> <input type="checkbox"/> A 1000 <input type="checkbox"/> B 1500 <input type="checkbox"/> C 2000	Every business shall be designated class A, and one thousand (1000) points shall be attributable thereto, except the following: Accountant, Architect, Attorney, Barber, Chiropractor, Cosmetologist, Dental laboratory, Dentist, Doctor, MD, Engineer-professional, Heating arts and schools, Light and power company, Massage center, Massage technician, Medical laboratory, Optician, optometrist, Otolaryngist, Physical therapist, Real estate broker, Veterinarian, Any medical profession which requires a state license Loan office and agency, Motor vehicle body shop, Pawnshop, Pool hall, Public dance establishment, Secondhand store, Taxis and cars for hire, Unincorporated funeral home, Wholesale gas and oil
<b>SPECIAL CHARACTERISTICS:</b> <input type="checkbox"/> a 100,000 <input type="checkbox"/> b 50,000 <input type="checkbox"/> c 10,000 <input type="checkbox"/> d 2000 <input type="checkbox"/> e 1000 <input type="checkbox"/> f 50	Fortune teller, astrologer, clairvoyant, medium, palmist, phrenologist or similar profession, and adult-oriented theater, adult-oriented book store and businesses of a similar nature. Junk dealer, junk yard, auto salvage yard, refuse collection, recycling or similar business. Bank, bus line or railroad. Pawnshop, secondhand store, tavern or package liquor store Cocktail lounge, alcoholic liquor service bar or package limited liquor store, or department store. For vending or video game machines, excluding weighing and slotting machines.
<b>FRONTAGE FEET:</b> <input type="checkbox"/> <14=100 <input type="checkbox"/> 15-24=250 <input type="checkbox"/> 25-35=400 <input type="checkbox"/> 36-49=1000 <input type="checkbox"/> 50-75=1500 <input type="checkbox"/> 76-100=2500 <input type="checkbox"/> 101-500=3500 <input type="checkbox"/> >500=3500 plus 40 per foot over 500	
<b>EMPLOYEES (FULL TIME) = 200 per</b>	
<b>EMPLOYEES (PART TIME) = 50 per</b>	
<b>HOURS OPERATED:</b> <input type="checkbox"/> 54 or less=400 <input type="checkbox"/> 55-90=600 <input type="checkbox"/> 91-125=800 <input type="checkbox"/> 126 and over=1000	
<b>RENTAL UNITS: =50 per</b>	
<b>TOTAL POINTS</b> <small>Min 2000 5 pts</small>	
Affidavit signed: _____ Child Support Statement: _____ NV State Business License: _____ Department of Taxation: _____ Division of Industrial Relations: _____ Emergency Notification Form: _____	Federal/State/County license/permit: _____ Lease Agreement: _____ Driver's License: _____ Proof of Non Profit: _____ Fictitious Firm Name: _____ Home Occupation Permit: _____

### Child Support Status Statement

The Federal Welfare Reform Act, as implemented by the 1997 session of the Nevada Legislature by SB 356, requires that professional and occupational licensing agencies add certain questions regarding child support to all applications for new licenses and renewals. Pursuant to this legislation (NRS 425.520 & 266.358) you are required to complete this statement and return it with your application. Failure to complete and return this statement will be cause to deny your business license application.

The undersigned has applied for a Business License in the City of Boulder City and pursuant to SB356 solemnly swears or affirms that the statement contained in this affidavit is true and correct to the best of his/her knowledge and that this statement is executed with knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for refusal to issue a Business License.

I understand that a copy of this statement will be sent to the State of Nevada, Department of Welfare, for verification.

Please indicate the appropriate response:

1. \_\_\_\_\_ This is a Corporation, LLC, or a registered partnership, registered with the State of Nevada and are therefore exempt.
2. \_\_\_\_\_ I am not subject to a court order for the support of a child.
3. \_\_\_\_\_ I am subject to a court order for the support of one or more children and am in compliance with the order or am in compliance with a plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.
4. \_\_\_\_\_ I am subject to a court order for the support of one or more children and am **not** in compliance with the order or a plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to the order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature of Applicant (must be owner/officer/member)



ROSS MILLER  
**Secretary of State**  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)



**FOR INFORMATIONAL PURPOSES ONLY**

Nevada's online one-stop business portal consolidates the forms and information needed to start and run your company.

**Apply online at: [www.nvsilverflume.gov](http://www.nvsilverflume.gov)**

Print out your confirmation / receipt and bring it back with your completed City application.

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*If you do not use [nvsilverflume.gov](http://nvsilverflume.gov) to register your business, you will need to register directly with each agency:*

*State Business License  
Nevada Secretary of State  
<http://nvsos.gov/>*

*Sales Tax Permit  
Nevada Department of Taxation  
<http://tax.state.nv.us/>*

*Industrial Insurance / Worker's Compensation  
Nevada Business & Industry  
<http://dirweb.state.nv.us/>*

## EMERGENCY NOTIFICATION INFORMATION

BUSINESS NAME:			
BUSINESS ADDRESS:		BUSINESS PHONE:	
<b>BUSINESS OWNER(S) INFORMATION:</b>			
NAME:		ADDRESS:	
CITY:	STATE:	ZIP:	PHONE:
NAME:		ADDRESS:	
CITY:	STATE:	ZIP:	PHONE:
<b>PROPERTY INFORMATION</b>			
PROPERTY OWNER:		ADDRESS:	
CITY:	STATE:	ZIP:	PHONE:
LOCAL CONTACT (MANAGER OR TENANT):		ADDRESS:	
CITY:	STATE:	ZIP:	PHONE:
<b>EMERGENCY CONTACT:</b> <i>(if different than business owner)</i>			
NAME:		ADDRESS:	
CITY:	STATE:	ZIP:	24 HR CONTACT PHONE:
NAME:		ADDRESS:	
CITY:	STATE:	ZIP:	24 HR CONTACT PHONE:

**LIST ANY HAZARDOUS MATERIALS THAT MAY BE STORED ON THE PREMISES IN THE SPACE PROVIDED BELOW.**  
**THIS IS IMPORTANT IN CASE OF FIRE ON THE PREMISES.**  
**IF THERE ARE NO HAZARDOUS MATERIALS, PLEASE INDICATE WITH N/A OR NONE.**

**CONTACT THE BOULDER CITY POLICE DEPARTMENT, COMMUNITY SERVICES OFFICER, AT (702) 293-9224 TO UPDATE ANY OF THE ABOVE INFORMATION.**

## **RESOURCES:**

### **Nevada Department of Taxation**

Register online: [tax.state.nv.us](http://tax.state.nv.us)

555 E. Washington Avenue Suite 1300  
Las Vegas NV 89101

--or--

2550 Paseo Verde Pkwy Ste 180  
Henderson NV 89074  
1-866-962-3707

### **Nevada State Contractor's Board**

Web address: [nvcontractorsboard.com](http://nvcontractorsboard.com)

2310 Corporate Circle Ste 200  
Henderson NV 89074  
702-486-1100

### **Nevada Department of Motor Vehicles**

Web address: [dmv.nv.com](http://dmv.nv.com)

1399 American Pacific  
Henderson NV 89074  
702-486-4368

### **Nevada Secretary of State**

Register online: [nvsos.gov](http://nvsos.gov) -- or -- [nvsilverflume.gov](http://nvsilverflume.gov)

555 E. Washington Ave. Ste 5200  
Las Vegas NV 89101  
702-486-2880

### **Nevada Department of Business & Industry**

Web address: [dirweb.state.nv.uw](http://dirweb.state.nv.uw)

1301 N. Green Valley Pkwy. Ste 200  
Henderson NV 89074  
702-486-9080

### **Southern Nevada Health District**

Web address: [southernnevadahealthdistrict.org](http://southernnevadahealthdistrict.org)

330 S. Valley View Blvd  
Las Vegas NV 89152  
702-759-1000

### **Clark County Clerk**

Web address: [clarkcountynv.gov](http://clarkcountynv.gov)

200 Lewis Ave  
Las Vegas NV 89101  
702-671-0500

--or--

500 S. Grand Central Pkwy  
1<sup>st</sup> & 6<sup>th</sup> Floors  
Las Vegas NV 89155  
702-455-4431

--or--

240 Water St.  
Henderson NV 89015  
702-455-1055

*Thursdays only*

FOR INFORMATIONAL PURPOSES ONLY  
**Boulder City Fire Department**  
1101 Elm Street  
Boulder City, NV 89005  
702-293-9228

**Commercial Fire Inspection Checklist for New Business Inspections**

Please contact the Fire Department for your New Business Inspection once you have moved any and all equipment, supplies, computers, etc into the business address (as if you were ready to open the business tomorrow).

The inspectors will be looking for the following compliance areas, if applicable:

**Exit Ways:**

Identify exit doors and clearly mark with Exit Signs that are "Illuminated" If no power, you may use a **Self-Luminous Exit Sign** (they are warranted for 10 years). Make sure that no flammable liquids are near exit ways. Make sure that nothing is in front of your exit doors. Exit door must have sign "Must Remain Unlocked During Business Hours". Provide exit signs to indicate direction of egress.

**Storage:**

18" clearance for heat-producing appliances. Combustible materials storage must be orderly. Remove any kind of storage from exits, aisles and corridors. Remove storage from mechanical room. Make sure that storage is not too close to the ceiling.

**General:**

Place address so it is visible from the street from both directions. Contrast the color of the address number with the color of the background. Illuminate the address directly or indirectly so it is visible at night. Address must be displayed at each entrance - less than 100 feet from the curb requires minimum of 8 inch high numbers; further than 100 feet from the curb requires minimum of 12 inch high numbers. Unit number on rear door must be a minimum of 3 inches high.

**Alarm Systems:**

Provide key box with proper keys. Provide alarm system maintenance agreement. Alarm system maintained, tested and tagged by State Fire Marshal approved company.

**Sprinkler Extinguishing Systems:**

Provide sprinkler maintenance agreement. Repair defective, damaged, corroded, or painted heads immediately.

**Fire Extinguishers:**

Have extinguisher(s) serviced and tagged annually. Hang extinguisher top no more than 5 feet from floor. Post sign for extinguisher(s) that are not readily visible. Approved fire extinguishers - 3A40BC - can be purchased and tagged through any fire extinguisher company. Look in Yellow Pages under "Fire Extinguisher".

**Electrical:**

Provide cover plates for electric outlets. Make sure there is no use of extension cords. Power surge protectors are allowed.

**Commercial Cooking:**

The hood system must have been serviced and tagged in the last six months; if not, have service performed. Clean grease filters. Must have a 40BC extinguisher within 30 feet of cooking. Extinguisher system must remain operative at all times. Provide maintenance agreement with fire protection company to the Fire Department.

**Gases:**

Identify compressed gas cylinders. Secure compressed gas cylinders. Provide protection for gas meters. Indicate individual unit numbers on meter banks.

Inspections are done Monday - Friday, except holidays, between the hours of 10:00 am and 4:00 pm. The on-duty Boulder City Fire Department crewmembers perform Business Inspections. We try to give an approximate time of the appointment however, if there is an emergency call, the crew will try to be at your place of business as soon as possible after the emergency call.

### FIRE DEPARTMENT REQUIRED PERMITS

A permit is required from the Boulder City Fire Department to engage in the activities or use products listed below. In some cases, the permit is required only when quantities exceed a threshold amount. Consult the Fire Department to determine if a permit is needed (293-9228).

Not limited to: All permitted items not listed.

#### Annual

- Aerosol products
- Aircraft refueling vehicles
- Aircraft repair hangar
- Assembly
- Automobile wrecking yard
- Battery system
- Commercial rubbish handling
- Compressed gases
- Cryogen's
- Dry cleaning plants
- Dust producing operations
- Flammable and combustible liquids
- Hazardous materials
- Hot work operations
- LPG-storage and use
- Lumber yard
- Magnesium working
- Motor vehicle fuel dispensing station
- Ovens
- Place of assembly
- Radioactive materials
- Refrigeration equipment
- Repair garage, vehicles & boats
- Monitoring station
- Spray booth
- Spraying and dipping
- Tire storage
- Wood products

#### One-Time

- Asbestos removal
- Bowling pin or alley refinishing
- Candles and open flames
- Carnival and fairs
- Explosives or blasting agents
- Fire alarm system-installation
- Fire extinguishing system-installation
- Fireworks
- Gates, automatic
- Parade floats
- Pyrotechnic special events
- Temporary membrane structures,
- Tents and canopies



**City of Boulder City**  
 Community Development Department  
 Building and Safety Division  
 401 California Avenue  
 Boulder City, NV 89005-2600  
 702-293-9282 (Main Line)  
 702-293-9392 (Fax)

## Certificate of Business Occupancy Inspection Checklist

Business Name: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Business Address: \_\_\_\_\_ BC NV 89005

An occupancy inspection is required to ensure health, safety and the general welfare of the public. An occupancy inspection is required when a new business is opened, ownership is changed, the business name is changed or when an existing business moves to a different location. Home-based businesses and "license hangs" are exempt.

The occupancy inspection must be scheduled with the Building and Safety Division after approval by other agencies and departments such as the Fire Department, the Health District and the Planning and Zoning Division.

Pass	Fail	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business must have the address displayed, with the suite number visible from the street
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Main entrance to the business must have a locking mechanism that operates from the inside without the use of a key or have a sign posted at the door stating "THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS"
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exiting hardware that is installed (exit lights, signs, doors, etc.) must be functional
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exit path and (doors, corridor width and travel distance) must be code compliant and unobstructed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maximum occupant load must be posted in conspicuous place (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Handrails, guardrails, steps and landings must comply with the code under which the building was originally constructed or the first adopted code (1960 UBC) if constructed prior to 1960
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom facilities must be available and code compliant (ventilation, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accessibility requirements (ADA) must be code compliant when technically feasible
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Main electrical service disconnect must be identified with the appropriate address
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical panel(s) and disconnect shall be free of obstructions and be accessible
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical receptacles (110 volt) within six (6) feet of a source for water require ground fault circuit interrupter protection (GFCI)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business area must have the means to maintain a temperature of 68° three feet above the floor level
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Occupancy type same as last permit activity
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire separation requirements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Safe electrical system conditions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Past or present work observed that was/is being done without a permit



**City of Boulder City**  
**Community Development Department**  
**Building and Safety Division**  
401 California Avenue  
Boulder City, NV 89005-2600  
702-293-9282 (Main Line)  
702-293-9392 (Fax)

## Request for Certificate of Business Occupancy

The purpose of this inspection is to ensure the business location is in compliance with the currently adopted codes. This inspection must be scheduled after all other governmental agencies have completed their respective inspections. The business license and the Certificate of Business Occupancy will not be issued until all inspections are complete and approved. Inspection fee of \$60.00 must accompany this form.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_ BC NV 89005

Describe the business activity: \_\_\_\_\_

Provide a sketch in this box of the area in which the business is located indicating bathrooms with dimensions, exits, hallways, shelving and displays. Identify any neighboring businesses.

I hereby certify that the information provided on this form is complete and correct. I hereby request the issuance of a Certificate of Business Occupancy

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 4/22/2014	<u>DATE OF DESIRED BOARD MEETING</u> 5/13/2014
--	---

**CIRCLE ONE:**      Action Item              Non-Action Item            Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve Veterans Advisory Board fees and procedures for acquiring  
A columbarium niche/niche cover and/or an in-ground plot/bronze plaque.

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

Our Veterans Advisory has made suggestions for processing requests into our  
Chief Tecopa Cemetery Veterans portion.

STAFF COMMENTS/RECOMMENDATIONS:

Staff recommends approval.

BACKUP ATTACHED:         YES             NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

## Schedule A

# PAHRUMP VETERANS MEMORIAL CEMETERY

## PROCESS FOR ACQUIRING A

### COLUMBARIUM NICHE/NICHE COVER

### IN-GROUND PLOT/BRONZE PLAQUE

1. Reservations for Columbarium Niche's in the Pahrump Veterans Memorial Cemetery (PVMC) will be handled by the Town of Pahrump, at the Town Office.
2. The niche location assignments will begin on the West side of the columbarium at the top left hand corner of the columbarium and precede right horizontally across the columbarium, then drop to the next row and again proceed horizontally left to right, repeating this process until all available columbarium niches are assigned. This process will then be repeated on the East side of the columbarium.
3. Once a niche is reserved (purchased), and if no immediate remains are scheduled to be interned, a plaque reading "RESERVED" will be installed at Town expense.
4. For the Veteran, the Reservation Fee of \$700.00 (subject to change) is required in full.
5. For the Veteran's Spouse/Eligible Dependent, the Reservation Fee of \$150.00 (subject to change) is required in full.
6. A Reservation Cancellation Fee, for either the Columbarium or In-Ground, equal to 25% of the reservation fee will be assessed
7. The In-Ground fee for the Veteran of \$700.00 (subject to change) is required in full. And, for the Veteran's Spouse/Eligible Dependent it is \$700.00 (subject to change) required in full. All fees are payable in advance and in full.
8. Only approved niche covers with engraving defined by the Department of Veterans Affairs will be allowed on columbaria.
9. To obtain an engraved bronze plaque for in-ground burial VA Form #49-1330 must be completed and sent to the Department of Veterans Affairs.

Revised 8-15-13

Approved 8-15-13



# NYE COUNTY AGENDA INFORMATION FORM

Action     
  Presentation     
  Presentation & Action

Department: Planning		Agenda Date:
Category: Planning Regular Agenda Item		April 22, 2014
Contact: Robert Lewis	Phone: 775-751-4249	Continued from meeting of:
Return to: Robert Lewis	Location: Pahrump Planning	Phone: 775-751-4249

**Action requested:** (Include what, with whom, when, where, why, how much (\$) and terms)

**For Possible Action – Discussion and deliberation regarding a request to: 1) Set a date, time, and location for a Public Hearing on Nye County Bill No. 2014-12: A Bill proposing to adopt a Development Agreement between Nye County and Spring Mountain Raceway LLC concerning the development of approximately 313.0 acres of land generally located at 3601 S. Highway 160, Pahrump, commonly known as the Spring Mountain Motorsports Ranch; and providing for the severability, constitutionality and effective date hereof; and other matters properly relating thereto; and 2) Read the title of the Bill into the record.**

**Complete description of requested action:** (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)

**Staff recommends setting a Public Hearing for May 19, 2014 at 11:00 AM in the Board of County Commissioners Chambers, Pahrump, Nevada**

Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.

**Expenditure Impact by FY(s):** (Provide detail on Financial Form)

No financial impact

**Routing & Approval (Sign & Date)**

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Comptroller	Date
5.	Date	10. County Manager	Date

Place on Agenda      *[Signature]*

**Board of County Commissioners Action**

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Amended as follows:	
Clerk of the Board	Date
ITEM # <u>490</u>	

**NYE COUNTY BOARD OF COUNTY COMMISSIONERS  
PLANNING DEPARTMENT STAFF REPORT**

**Meeting Date:** April 22, 2014

**AGENDA ITEMS**

**For Possible Action – Discussion and deliberation regarding a request to: 1) Set a date, time, and location for a Public Hearing on Nye County Bill No. 2014-12: A Bill proposing to adopt a Development Agreement between Nye County and Spring Mountain Raceway LLC concerning the development of approximately 313.0 acres of land generally located at 3601 S. Highway 160, Pahrump, commonly known as the Spring Mountain Motorsports Ranch; and providing for the severability, constitutionality and effective date hereof; and other matters properly relating thereto; and 2) Read the title of the Bill into the record.**

**GENERAL INFORMATION SUMMARY**

This Bill proposes to adopt a Development Agreement between Nye County and Spring Mountain Raceway LLC.

Attached is the proposed Bill.

**RECOMMENDATION**

**Recommended BOCC Motion:** “I motion to set the date, time, and location for a Public Hearing regarding Nye County Bill No. 2014-12 for May 19, 2014 at 11:00 a.m., in the Commissioners' Chambers, Pahrump, Nevada.”

BILL NO. 2014-12

NYE COUNTY ORDINANCE NO. \_\_\_\_\_

SUMMARY: A Bill proposing to adopt a Development Agreement between Nye County and Spring Mountain Raceway LLC concerning the development of approximately 313.0 acres of land generally located at 3601 S. Highway 160, Pahrump, commonly known as the Spring Mountain Motorsports Ranch; and providing for the severability, constitutionality and effective date hereof; and other matters properly relating thereto.

TITLE: A BILL PROPOSING TO ADOPT A DEVELOPMENT AGREEMENT BETWEEN NYE COUNTY AND SPRING MOUNTAIN RACEWAY LLC CONCERNING THE DEVELOPMENT OF APPROXIMATELY 313.0 ACRES OF LAND GENERALLY LOCATED AT 3601 S. HIGHWAY 160, PAHRUMP, COMMONLY KNOWN AS THE SPRING MOUNTAIN MOTORSPORTS RANCH; AND PROVIDING FOR THE SEVERABILITY, CONSTITUTIONALITY AND EFFECTIVE DATE HEREOF; AND OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COMMISSIONERS OF THE COUNTY OF NYE, STATE OF NEVADA, DOES HEREBY ORDAIN:

1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 16.32 of the Nye County Code, a development agreement between Nye County and Spring Mountain Raceway LLC attached hereto as "Exhibit 1," located within the Pahrump Regional Planning District, is hereby adopted.

SEVERABILITY. If any provision of this ordinance or amendments thereto, or the application to any person, thing or circumstance is held to be invalid, such invalidity shall not affect the validity or provisions or applications of the ordinance or amendments thereto which can be given effect without the invalid provisions or applications, and to this end the provisions of this ordinance and amendments thereto are declared to be severable.

CONSTITUTIONALITY. If any section, clause or phrase of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after passage, approval, and publication as required by law, to wit, from and after the \_\_\_ day of \_\_\_\_\_, 2014.

Proposed on the \_\_\_ day of \_\_\_\_\_, 2014

Proposed by: Commissioner \_\_\_\_\_.

Adopted on the \_\_\_ day of \_\_\_\_\_, 2014

Vote: Ayes: Commissioners:

Nays: Commissioners:

Absent: Commissioners:

BY: \_\_\_\_\_  
Daniel Schinhofen, Chairman  
Nye County Board of  
County Commissioners

ATTEST: \_\_\_\_\_  
Sandra "Sam" Merlino  
Clerk and Ex-Officio  
Clerk of the Board

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**NYE COUNTY, STATE OF NEVADA**

**AND**

**SPRING MOUNTAIN RACEWAY LLC**

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This Development Agreement (the "Agreement") is made and entered into this 19<sup>th</sup> day of May, 2014 by and between the County of Nye, State of Nevada (hereinafter "County") and Spring Mountain Raceway LLC (hereinafter "Developer"), as owner of certain real property generally located at 3601 S. Highway 160, Pahrump, Nevada, and commonly known as "Spring Mountain Motorsports Ranch" or "Spring Mountain Raceway" and more particularly described as County Assessor's Parcel Numbers 027-741-12, 027-741-13, 027-741-14, 027-741-15, and 027-741-16.

## RECITAL OF PREMISES, PURPOSE AND INTENT

A. Developer owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately 813.0 acres of land, which is the subject of this Agreement.

B. The County has authority, pursuant to Nevada Revised Statutes (NRS) Chapter 278.0201 to 278.0207 and Nye County Nye County Code (NCC), Chapter 16.32, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Nye County Board of County Commissioners (hereinafter "BoCC"), having given notice as required by law, held a public hearing on Developer's application seeking approval of the form of this Agreement and the execution hereof by the BoCC. At that hearing, the BoCC found that this Agreement is consistent with the County's plans, policies and regulations, including the Pahrump Regional Planning District Master Plan (the "Master Plan"), and that the execution of this Agreement on behalf of the County is in the public interest and is lawful in all respects.

D. On the 19<sup>th</sup> day of May, 2014 the BoCC adopted Ordinance No. \_\_\_\_\_ approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. The County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The County desires to enter into this Agreement to govern the development of the Property in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, as limited to and further defined within specific exhibits

attached hereafter, to further the goals and values of the County's Master Plan, 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 Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, and to otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. The conditions stated in this Agreement will reasonably mitigate the impacts that the development of the Property will have on the citizens of the Pahrump Regional Planning District. The County finds and determines that the conditions of this Agreement were not an inducement for the rezoning of the Property or to any other land use decision relating to the Property.

The County finds and determines, and the Developer agrees, that the conditions established in this agreement are unique to the Proposed Development (as defined in this agreement) and were negotiated at arms length between the County and the Developer, and that the conditions of this Agreement have no binding or precedential effect with regard to future development agreements in the County, and cannot be relied upon by the parties to this Agreement, or future applicants for rezoning, subdivision plat, or other land use approvals in other Development Agreements.

This Agreement is consistent with and will implement the goals and objectives of the County Code, Titles 16 and 17, and the Master Plan for the Pahrump Regional Planning District (PRPD).

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

## **SECTION 1. 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:

"Affiliate" means an entity, partnership or corporation which Developer controls, or in which Developer has a controlling interest or which controls Developer.

"Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with

the terms of this Agreement.

"Amendment" means a mutually agreed to written document entered into by the County and the Developer that modifies this Agreement. All proposed amendments shall be considered by the BoCC for adoption or rejection.

"Applicable Rules" means and refers to:

1. The Zoning Action (defined below);
2. The following provisions of the Nye County Code as they existed on the Effective Date;

Nye County Code, Title 5, Chapter 12.08 (Excavations and Encroachments), Title 15, Chapters 15.12 (Flood Damage Prevention), 15.16 (Uniform Construction Codes within the Pahrump Regional Planning District) and 15.20 (Board of Building and Safety Appeals, Pahrump Regional Planning District) as may be amended at any time during the effective date of this agreement by building codes that apply uniformly throughout the Pahrump Regional Planning District, and

Title 16, (Subdivisions)

Title 17, (Zoning) and

3. This Agreement.

The term "Applicable Rules" does not include:

1. Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the County;
2. Any fee or monetary payment not governed by this Agreement and prescribed by County ordinance which is uniformly applied to all development and construction subject to the County's jurisdiction, including any increase of fees or monetary payments that are cost based and uniformly applied to all development and construction within the County or a designated service area. This Definition does not preclude the County obtaining full cost recovery for any cost based services or infrastructure that are based on variables such as inflation, construction and consumer price

indexing to the extent permitted by Nevada or federal law; or

3. Any applicable state or federal law or regulation.

"Assignee" means a person, partnership, joint venture, firm, company or other organization, other than a Merchant Builder or an Affiliate.

"BoCC" means the Nye County Board of County Commissioners.

"Code" means the Nye County Code, as amended by Nye County Ordinances and Resolutions adopted by the BoCC, and including all rules, regulations, standards, criteria, manuals and other references adopted therein.

"County" means the County of Nye, State of Nevada, together with its successors and assigns.

"Developer" means Spring Mountain Raceway LLC, as the Developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 3.8 of this Agreement.

"District" means Nye County School District.

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the County. Without limiting the generality of this definition, the following types of approvals are considered "discretionary approvals": zone changes, conditional use permits, Master Plan amendments, planned unit developments, special exceptions, waivers, variances, or site development plans, and tentative maps.

"Effective Date" means the effective date of an ordinance adopted by the BoCC that approves the execution of this Agreement.

"Emergency Services Substation" means a building containing a minimum of 1,000 square feet of gross floor area which serves to accommodate fire, emergency services personnel, or law enforcement officers and related staff members, and contains a minimum of one office, one equipment room, and at least two bays for accommodation of emergency vehicles.

"Engineering Standards" means those standards adopted by the County for the design of roads, drainage, and other infrastructure, as may be amended from time to time. The Engineering Standards are currently set forth in the "Guidelines for Design and Review of Development Engineering Submissions," pursuant to Nye County Resolution 2005-02.

"HOA" means any homeowners' association established within the Proposed Development properly formed and operated in accordance with the provisions of NRS Chapter 116.

"Impact Fee" means a charge or fee imposed by the County with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified and subsequently approved by the Director of Public Works in any studies that are required of the Developer by the County under this Agreement.

"Improvement District " means an entity (other than a township, city or county) organized under Nevada law in which tracts are assessed fees, taxes, special assessments, rates, tolls, charges (including, but not limited to, service charges, standby service charges, charges for the availability of service, annexation charges, or minimum charges) for the construction or maintenance of public improvements. An "improvement district" includes any local improvement district or general improvement district organized or reorganized under NRS Chapters 271, 309, or 318, or any district for the maintenance of roads created organized pursuant to NRS Chapter 320.

"Land Use Application" means any application seeking any approval authorized or required by Titles 16 and 17 of the Nye County Code.

"Master Plan" means the Pahrump Regional Planning District Master Plan Update dated November 19, 2003, as may be amended from time to time.

"Master Traffic Impact Analysis" means a comprehensive traffic study prepared in conformance with the Zoning Action and approved as of the effective date of this Agreement, as amended or conditioned and finally approved by the County. The Master Traffic Impact Analysis is attached to this Agreement as Exhibit "B" and is incorporated herein and made a part of this Agreement by this reference.

"Merchant Builder" means a commercial developer, homebuilder, apartment developer, Affiliate or Assignee that is designated by the Developer, in writing, as authorized to submit Land Use and Building Permit Applications to the County.

"NRS" means the Nevada Revised Statutes.

"Nye County School Board" means the board of trustees for the Nye County School District, as established by NRS chapter 386.

"Pahrump Town Board" means the agency established and charged with various

legislative powers governing the Town of Pahrump pursuant to NRS Chapter 269, and in particular NRS § 269.155.

"Proposed Development" means all property and development as shown on Exhibit C.

"Planning Department" means the Planning Department of Nye County and/or any successor to the Planning Department of Nye County.

"Planning Director" or "Director of Planning" means the Director of the Nye County Planning Department or their designee(s).

"Project Transportation Improvements" means street improvements, within the boundaries of the Proposed Development and adjacent to the boundaries of the Proposed Development that are identified in the Master Traffic Impact Analysis as necessary to provide egress and ingress to and from the Proposed Development to existing public roads and to mitigate the traffic impacts of the Proposed Development.

"Property" means that certain real property as described in Exhibit "A" attached to this agreement.

"Public Works Director" or "Director of Public Works" means the Director of the Nye County Department of Public Works or their designee(s).

"Residential Development" means any proposed development identified by the Proposed Development as compatible with the Mixed Use (MU) zoning district as established in the Zoning Ordinance, § 17.04.410 of the Code.

"Subdivision Map" means any instrument under NRS 278 and Title 16 of the NCC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Proposed Development.

"Technical Drainage Study" means a study prepared in conformance with the Zoning Action, as amended or conditioned and approved by the Director of Public Works.

"Township" shall mean the unincorporated Town of Pahrump and its successors and assigns as a separate political subdivision within the County.

"Uniform" means applicable throughout the County or the Pahrump Regional

Planning District.

"Unit Fee" means a voluntary contribution by the Developer and its successors or assigns per designated increment of development, designed to mitigate the impacts of the development. A unit fee may be applied as provided in this Agreement. If this Agreement is silent about the application of a unit fee, the unit fee may be applied in any manner chosen by the BoCC in their sole discretion.

"Zoning Action" means the date and action taken by the BoCC with respect to Zone Change Application No. ZC-14-0001, together with all applicable conditions, and any subsequent approvals by the County that amend or revise the action taken by the BoCC with respect to Zone Change Application No. ZC-14-0001.

"Zoning Ordinance" means the Zoning Ordinance of the Pahrump Regional Planning District, NCC Title 17.

## **SECTION 2. GENERAL PURPOSE AND INTENT.**

This Agreement is predicated upon the following facts and findings:

### **2.1 County Intent.**

The County desires to enter into this Agreement in conformity with the requirements of NRS 278.0201 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 Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, to reasonably mitigate the impacts that the development of the Property will have on the citizens and lands of the Pahrump Regional Planning District, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

### **2.2 Developer Intent.**

In accordance with the legislative intent evidenced by NRS Chapter 278, Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there are insufficient public services, which includes utility facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is

willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Proposed Development. Based upon the nature of the Proposed Development, the type and extent of the public improvements and infrastructure to the Proposed Development to be provided by Developer, and the type and extent of the public and private improvements to be provided within the Proposed Development, the Developer's decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement, the Applicable Rules and any Zoning Action. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the BoCC and that the Developer agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and any Zoning Action.

### **2.3 Acknowledgment of Uncertainties**

The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Proposed Development be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation or air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the County of the Developer of any obligation hereunder of depriving the County of Developer of any right under this Agreement, which can be performed.

### **2.4 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.

## **SECTION 3. GENERAL PROVISIONS.**

### **3.1 Binding Agreement.**

This Agreement shall run with the land described in Exhibit A of this Agreement and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers through the specified duration of this Agreement.

### **3.2 Reliance on Zoning Action and Applicable Rules.**

The County and Developer agree that Developer will be permitted to carry out and complete the entire Proposed Development in accordance with the uses and densities approved herein and in accordance with this Agreement and the Applicable Rules.

### **3.3 Modification of Applicable Rules.**

County and Developer acknowledge and agree that this Agreement is specific to the Proposed Development and may not be amended, modified or changed with respect to the Proposed Development without the express written consent of Developer and County, except as otherwise explicitly provided in this Agreement. In the event the County adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to Developer or development of the Proposed Development for the duration of this Agreement except in those limited circumstances provided below.

### **3.4 Application of Subsequently Enacted Rules.**

Except as provided below, no standard, policy, resolution or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the County upon the Proposed Development, except those in effect at the time of the Zoning Action. County may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after this Effective Date that:

- (a) are not in conflict with the Applicable Rules, or
- (b) that are permitted by subsection 3.5, below.

### **3.5 Imposition of New Fees or Standards.**

Notwithstanding the terms of Section 3.3 and 3.4, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:
  - (1) uniform cost-based fees subject to any credits or offsets required by the fee ordinances or Nevada law; and
  - (2) all regulations governing construction standards and specifications including, without limitation, the County's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the County; and
  - (3) uniform processing fees and charges of every kind and nature imposed by the County to cover the estimated actual costs to the County of processing applications for Permits or for monitoring compliance with any Permits granted or issued;

and

- (4) uniform estimated costs for completing required public improvements that are used to calculate costs for subdivision improvement agreements, maintenance or warranty guarantees, bonds, or other guarantees or assurances to complete the public improvements that are required for the Proposed Development; and
  - (5) uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure; and
  - (6) uniform impact fees adopted by the BoCC, except as provided in Section 8 of this Agreement; and
  - (7) the Engineering Standards; and
  - (8) uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare, including, but not limited to, air quality standards; and
  - (9) new or changed County ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.6 of this Agreement are applicable.
- (b) Notwithstanding the foregoing, should the County adopt or amend new ordinances, rules, regulations or policies that exceed the limitations of the foregoing Section 3.2, County may provide written notice to Developer within thirty (30) days of adoption or amendment of the same to allow Developer sufficient time to conduct due diligence. If the County provides the above stated notice, Developer may accept or not accept such new or amended matters by giving written notice. If Developer fails to give such written notice within thirty (30) days of receipt of notice by the County, such ordinances, rules, regulations or policies are deemed accepted by the Developer. County and Developer may execute an amendment to this Agreement evidencing Developer's acceptance of any new or amended ordinance, rule, regulation or policy.

### **3.6 Conflicting Federal or State Rules.**

In the event that any conflicting federal or state 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.

### **3.7 Cooperation in Performance.**

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Notwithstanding the foregoing, Developer shall not have a right to obtain any Discretionary Approval from the County, however it shall not be unreasonably withheld from Owner.

### **3.8 Assignment.**

- (a) Developer shall not sell, transfer, ground lease or assign the Subject Property or this Agreement in whole or in part to any person, affiliate, partnership, joint venture, firm, company or corporation (any of the foregoing, an "Assignee") without the written consent of the County.
- (b) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Developer in compliance with the Code, if any.
- (c) The Assignee shall assume all duties and obligations of Developer
- (d) County reserves the right to require documentation of the financial stability of any Assignee prior to the closing of the transaction. The County has the right to approve, approve with conditions, or disapprove such transfer in order to ensure that the Assignee has the same ability to fulfill the obligations of this Agreement as the Developer.
- (e) Except as expressly provided herein, no assignment or transfer of any portion of the Proposed Development shall relieve Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, unless the Developer is released in a written consent agreed to and executed by the County. The County may, in its sole discretion,

release the Developer of one or more of such obligations in a writing agreed to and executed by the County.

- (f) This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (g) Subject to subsection (a) through (f) above, Developer has full discretion and authority to transfer, assign or encumber the Proposed Development or portions thereof, in connection with financing transactions that are related to the Subject Property, without the permission of or notice to County. All such financing transactions shall be subject to the terms and conditions of this Agreement.

### **3.9 Amendment of Agreement.**

Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time, but only upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the BoCC for adoption or rejection, provided however that the BoCC reserves the right to require the Developer to consult with the Pahrump Town Board and/or the Nye County School Board if a proposed amendment would, in the BoCC's opinion affect either of those entities.

### **3.10 Indemnity; Hold Harmless.**

Except as expressly provided in this Agreement, Developer 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 operations of Developer or those of its agents, employees, which relate to the development of the Proposed Development. Developer agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused by reason of Developer's activities in connection with the development of the Proposed Development. Developer agrees to indemnify, hold harmless, (including waiving any claims it has against the County), and provide and pay all costs, attorneys fees, and damages related to a defense for County in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of County, its officers, agent, employees, or representatives.

### **3.11 Binding Effect of Agreement.**

Subject to the provisions of Section 3.8 of this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the Property which is the subject of this Agreement.

### **3.12 Relationship of Parties.**

It is understood that the contractual relationship between County and Developer is such that Developer is not an agent of County for any purpose and County is not an agent of Developer for any purpose.

### **3.13 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 of any part of the subject matter hereof.

### **3.14 Waivers.**

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and/or Developer, as the case may be. The BoCC may adopt a resolution setting forth the types of waivers for which staff has the discretion to grant. In the absence of such resolution, all waivers must be approved by the BoCC.

### **3.15 Recording; Amendments.**

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

The Clerk of the Nye County Commission must record any agreement with a federal, state or local agency that is executed in full or partial fulfillment of any requirement of this Agreement, within a reasonable time after approval of the agreement, with the County Recorder. The applicant shall provide a true, signed original agreement to the Clerk of the Nye County Commission for this purpose.

### **3.16 Headings; Exhibits; Cross References.**

The recitals, 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 are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

### **3.17 Sales and Use Tax**

To the extent allowed under applicable laws, Developer shall accept, and shall require Merchant Builders to accept, delivery of all construction and related materials within the boundaries of the Proposed Development.

## SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PROPOSED DEVELOPMENT.

### 4.1 Permitted Uses, Density, Height and Size of Structures.

Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Proposed Development, the density of uses and all of the permitted uses of the land. The County agrees that the Proposed Development may be developed to the density and with the land uses and development standards set forth in the Mixed Use (MU)/Special Projects Overlay zoning classifications under § 17.04.410 and 17.04.408 of the Code, as otherwise limited or conditioned pursuant to the BoCC approval of the Zoning Action. Developer and County agree that the Proposed Development includes up to 100 residential lots, an additional 100,000 square feet of warehouse/storage facilities, 50,000 square feet of retail/office space, two (2) additional control towers not to exceed 48' in height, up to one (1) mile of additional paved track surface, minor improvements to existing track surfaces and vehicle departure safety areas ("run-off" areas) an additional 250,000 square feet of "paddock area" for track related excersizes, a lake with a maximum surface area of six (6) acres for recreational purposes and drainage control, a maximum of two (2) "zip lines" not to exceed 48' in height or 1,000' in length, 2 additional refueling stations, water and sewer treatment facilities, up to 50 RV spaces, 2 additional guard gate towers and gates, options for additional flags and advertising banners that will only impact or advertise inside the racetrack facility, all other advertising to be seen and for the use of the public shall require a sign permit for each one, 2 additional underpasses or overpasses inside the facility to access portions of the track, restaurant facilities, 2 additional clubhouse facilities, the ability to acquire and hold liquor licenses for the sale and consumption of alcohol, continued options for the ability to meet the safety needs of the existing track operations by adding safety walls and vehicle departure or "run-off areas."

- a. Special Events. Developer and County agree that up to 52 special events per year for more than 300 people but less than 1,000 shall be allowed, and up to six (6) outdoor festival events per year in excess of 1,000 people shall be allowed subject to approval of traffic control and emergency response plans by County and Nevada Department of Transportation (NDOT) as applicable.
- b. Directional Signage. On-site directional, warning, or other related miscellaneous non-advertising signage intended to provide information to members and guests shall be allowed within the Proposed Development.

- c. Lighting. All outdoor lighting used for illumination of the racetrack, parking areas, recreation areas, or any other purpose shall be fully shielded and downward facing lighting in accordance with Nye County Code 17.04.750.
- d. Noise Abatement. Developer agrees to install a soundwall, sound berm, or other acoustical barrier located between the racetrack and the proposed single-family residential homes in order to minimize noise from the operations of the racetrack. Additionally, Developer agrees to prohibit any vehicle which is not in compliance with the established racetrack policies relating to vehicle decibel specifications from operating on the racetrack.

#### **4.2 Effect of Amendments.**

County acknowledges that Developer is anticipating that the entire Property will be developed in accordance with Nye County Code, Chapter 17.04 development standards provided for pursuant to zoning district Mixed Use (MU)/Special Projects Overlay Zone, along with Developer-provided Design Guidelines and the Applicable Rules as set forth herein.

#### **4.3 Modifications to ~~Subdivision Map~~ the Proposed Development.**

Developer shall have the right to have nonmaterial modifications to the Proposed Development reviewed and acted upon administratively by the Planning Director or their Assignee.

- (a) A nonmaterial modification is a modification ~~requested made by the Developer by mutual agreement of Developer and Planning Director~~ that:
  - (1) meets or exceeds the requirements of this Agreement by advancing or augmenting the objectives of the applicable requirement; the zoning district development standards; and or
  - (2) does not decrease the amount of open space provided result in an intensification of use or off-site impacts; and
  - (3) does not materially increase or modify the amount of land area covered by this Agreement; and
  - (4) does not involve a relocation of substantial change to the proposed land use classifications (e.g., residential, commercial, industrial); and

- (5) does not alter the setbacks, allowed building heights, or other bulk standards of the Proposed Development allowed by this Agreement.
- (b) A nonmaterial modification includes: allows for the rearrangement of uses, internal street patterns, utility services, and/or structures, provided such changes are within the scope of any applicable federal, state, county or town regulations.
- ~~(1) any rearrangement of the internal street pattern that increases the efficiency of traffic patterns, increases the efficiency of utility services, and improves drainage patterns, as determined by the Planning Director after consultation with the Nye County Department of Public Works.~~
- ~~(2) additional property subject to the County's consent as evidenced by an approved Amendment to this Agreement, so long as:~~
- ~~(i) The impact of such additional property is not contrary to the approved Master Studies; and~~
- ~~(ii) The additional property is adjacent to the Property or is, in the discretion of the BoCC, close enough in proximity to justify its inclusion in the Proposed Development.~~
- (c) In the event Developer wishes to make a nonmaterial modification to this Agreement, Developer shall notify the Planning Director and shall arrange a meeting with the Planning Director to present the justification for the proposed modifications. A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days after the initial meeting between the Developer and the Planning Director. If Developer is aggrieved by the Director' decisions, Developer may appeal that decision in accordance with § 16.36.080.E of the County Code.
- (d) A material modification includes any modification that does not qualify as a nonmaterial modification, and shall be processed as an amendment to this Agreement.

#### **4.4 Subdivision Maps.**

- (a) Except as provided in subsection (b) of this section, the Parties agree that any Subdivision Maps required or requested by Developer or Merchant Builder in connection with the Proposed Development shall be reviewed and considered for approval in accordance with the Applicable Rules.

- (b) County agrees to accept and timely process all subdivision maps requested by the Developer in accordance with the Applicable Rules. Developer agrees that County may require one or more of the following prior to the recordation of a final map:
- (1) County approval of any material amendment to the Master Traffic Impact Analysis; and
  - (2) Copy of any required Environmental Report for the Property; and
  - (3) County approval of and conformance to the Technical Drainage Study; and
  - (4) Land dedications and Developer's execution of subdivision improvement, maintenance and warranty agreements with the County to assure such development; and
  - (5) BoCC approval of a resolution or similar statement indicating the County's intent to create an Improvement District to develop infrastructure in the Proposed Development, or in the absence thereof, land dedications and Developer's execution of the County's standard Design and Review Guidelines to assure such development. Nothing in this Agreement requires the County to approve an Improvement District.
  - (6) So long as a Developer or merchant Builder complies with this Agreement and any applicable Design Guidelines, County agrees that the approval of any Subdivision Map shall not require the parties to enter into any amendment to the Agreement, nor shall such approval require a new development agreement for the property to which the Subdivision Map is applicable.
  - (7) Prior to the issuance of any certificate of occupancy for a structure subject to a subdivision Map, Developer or a Merchant Builder, as applicable, shall be required to show the following:
    - (i) The procurement of a Developer Bond, if applicable;
    - (ii) The procurement of a Merchant Builder Bond, if applicable;

- (iii) That water, sewer and power are connected to the structure; and
- (iv) That paved access to the structure(s) has been provided.

#### **4.5 Maintenance of Roads**

(a) County hereby agrees that the Proposed Development will be entirely private and contain no public infrastructure or improvements with the exception of sewer and water infrastructure, which are to be privately installed by Developer within the private rights-of-way, and upon completion will be owned and maintained by the County or County-owned utility. All landscaping and street lighting within the private rights-of-way within the Proposed Development shall be privately maintained by the HOA in accordance with NRS Chapter 116 requirements providing certain standards and regulations relating to, but not limited to, reserve accounts and liability insurance.

(b) Developer shall maintain, in good repair and condition, all privately maintained on-site improvements, in accordance with the requirements of NRS 116 until such time as the HOA assumes responsibility for the same and Developer no longer retains control of the Board of Directors of the HOA. The HOA shall similarly maintain all privately maintained on-site improvements in accordance with the requirements of NRS 116.

(c) Developer agrees that prior to the release of any final maps for recording, Developer will cause to be formed one or more HOA's within the Proposed Development. With respect to any final map, Developer will cause the formation of a master association governing the property incorporated in the map. Such HOA's will be responsible to maintain in good condition and repair all of the landscaping and other facilities, which the County requires to be maintained by such HOA's as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on private rights-of-way. Developer agrees that such HOA's shall be created pursuant to declarations of covenants and restrictions recorded against the Proposed Development and that such HOA's shall have power to assess the subject landowners to pay the costs of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Such HOA's will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Developer owns any land covered by such declarations, Developer may control the board of directors of such HOA's.

All roadways, intersections and drive aisles which have a right of way less than the minimum width required by the Code and all private roadways and accessways, including, applicable street signs, shall be maintained by the

~~Developer or HOA in perpetuity.~~

#### **4.6 Maintenance of Public and Common Areas.**

- (a) ~~County hereby agrees that, except for any sidewalks, landscaped areas, landscape appurtenances, and street lights located inside the public right of way, all of the dedicated public roadways, sidewalks and curbs which are within or adjacent to the Proposed Development will be maintained by the County or the State as required by law. All landscaping and street lighting within the public rights of way within or adjacent to the Proposed Development shall be privately maintained by HOA in accordance with NRS Chapter 116 requirements providing certain standards and regulations relating to, but not limited to, reserve accounts and liability insurance. Appropriate encroachment agreements shall be entered for all such landscaping. Developer agrees to provide appropriate easements for any necessary sewer and water utility improvements for maintenance by County. County hereby agrees that upon completion of necessary sewer and water improvements to satisfaction of County, responsibility for maintenance of sewer/water improvements to be assumed by County or County-owned utility.~~
- (b) Developer and any Merchant Builder shall maintain, in good repair and condition, all privately maintained on-site improvements, in accordance with the requirements of NRS Chapter 116 until such time as the HOA assumes responsibility for the same and Developer no longer retains control of the Board of Directors of the HOA. HOA shall similarly maintain all privately maintained on-site improvements in accordance with the requirements of NRS Chapter 116.
- (c) Developer and any Merchant Builder agrees that prior to the release of any final maps for recording, Developer will cause to be formed one or more homeowner's associations within the Proposed Development. With respect to any final map, Developer will cause the formation of a master association governing the property incorporated in the map. Such associations will be responsible to maintain in good condition and repair all of the landscaping and other facilities which the County requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Developer agrees that such homeowner's association shall be created pursuant to declarations of covenants and restrictions recorded against the

Proposed Development and that such association shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Developer further agrees that such declarations will contain a covenant running to the benefit of the County, and enforceable by County, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Developer owns any land covered by such declarations, Developer may control the board of directors of such association.

- (d) The declaration must be executed and recorded with the office of the Nye County Recorder, concurrently with the recording of any final map, in a manner acceptable to the County and must include the following provisions:
  - (1) a Maintenance Plan (outlined in Section 4.7 below); and
  - (2) must indicate that the Maintenance Plan cannot be materially amended by the board of directors of the association without the written consent of the County; and
  - (3) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the Maintenance Plan; and
  - (4) must provide that in the event the homeowner's association fails to maintain the improvements in accordance with the provisions of the Maintenance Plan, the County may exercise its rights under the declaration, including the right of the County to levy assessments on the property owners for cost incurred by the County in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes.
- (e) The County shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section. Such review shall be performed by by County within a reasonable time, which shall not exceed ninety (90) days.

#### **~~4.7 Maintenance Plan.~~**

- ~~(a) The declaration will provide for a plan of maintenance of such improvements ("Maintenance Plan").~~
- ~~(b) The Maintenance Plan must be:
  - ~~(1) adopted by the HOA, and~~
  - ~~(2) reviewed for compliance with applicable laws by the County District Attorney's office; and~~
  - ~~(3) reviewed by the Director of Planning; and~~
  - ~~(4) if the Maintenance Plan involves the maintenance of improvements abutting or within the public rights of way, reviewed by the Director of Public Works.~~~~
- ~~(c) The County and HOA may modify such standards as they from time to time agree.~~

#### **4.7 Additional Property.**

Developer may not include property outside the boundaries of the Proposed Development within the terms of this Agreement without the prior approval of the BoCC. Said approval shall be solely in the discretion of the BoCC. If Developer requests additional property to be included, the BoCC must reconsider additional impacts of the proposed additional development and must ensure that all impacts are appropriately mitigated through Developer contributions, impact fees, and any other allowable revenue source. Furthermore, the BoCC reserves the right to adjust the terms of this Agreement as a condition for allowing the addition of property.

#### **4.8 Phasing Schedule.**

- (a) In accordance with this section, the Developer is proposing a phasing schedule to give notice to the County its intent to Phase the Proposed Development. The initial Phasing Schedule is attached hereto as Exhibit "D". The Phasing Schedule may be modified administratively by the Planning Director as economic circumstances dictate or as necessary to advance the development needs of the Proposed Development.
- (b) The number of dwelling units or non-residential floor area shall not exceed the maximum number permitted for any time period as established in the phasing schedule, except that:

- (1) any unused increment of development during any time period established in the phasing schedule may be applied to the next or subsequent periods of the phasing schedule; and
- (2) the BoCC may approve additional dwelling units or non-residential floor ~~area- including RV spaces or Multi-family units~~ during any time period if it finds, in its sole discretion, that there are adequate public facilities and services to accommodate the additional development.
- (3) Developer shall provide ~~an Annual- quarterly~~ report of the construction that has been completed to the Planning Director. The report may include a summary of activity for the previous ~~quarter Year~~ and projections for the next ~~quarter Year~~.

(c) The Phasing Schedule for the Proposed Development, of necessity, must be tentative. The County and the Developer agree that it is difficult, if not impossible, to predict future economic trends, the availability of financing and the pace the Proposed Development will be developed. The initial Phasing Schedule may change due to unforeseen lending requirements, economic conditions or development priorities. The Planning Director shall have authority to administratively amend the Phasing Schedule.

(d) As each phase of the Phasing Schedule is being developed, any other Phase may be started as long as the required infrastructure for that Phase is constructed in accordance with the needs of that Phase and is consistent with the applicable rules. Based on the foregoing, the County and Developer agree that there can be no set timeline for construction of any given Phase.

#### **4.9 Enforcement of the Design Guidelines**

~~(a) The County and Developer agree that it is the best interests of both parties that all development within the Proposed Development occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Proposed Development.~~

~~(b) Developer shall have the responsibility to enforce the Design Guidelines with respect to development within the Proposed Development. Developer shall certify that each proposed project~~

~~within the subject property conforms to the standards set forth in the Design Guidelines and may make modifications to the Design Guidelines. Such modifications shall be reviewed for public health, safety and welfare considerations by the Planning Director or their designee.~~

- ~~(c) Developer shall have the right to make modifications to the Design Guidelines, and shall provide such modifications to the County for review. In the case of modifications to the standards for development of public roadways, the Public Works Director is authorized to review and approve if in his or her estimation, the modifications exceed the minimum standards for roadway design and construction. Modifications may include:~~
- ~~(i) change in the location of a use;~~
  - ~~(ii) change in the mix of uses permitted, if the addition or change will not have a significant adverse impact on the other existing uses in the area;~~
  - ~~(iii) changes that conform to the general intent of the Development Agreement and Design Guidelines;~~
  - ~~(iv) any other change or modification of a similar nature, which the Planning Director or the Public Works Director, as the case may be, determines will not have a material negative impact on the Proposed Development.~~

~~If Developer is aggrieved by the Planning Director or the Public Works Director's decision(s), Developer may appeal that decision to the BoCC. The BoCC shall hear the appeal within forty five (45) days of receiving the Developer's notice of appeal.~~

#### **4.10 Dust Mitigation**

Developer agrees and acknowledges that it shall educate Merchant Builders of the Applicable Rules with respect to dust mitigation and will require compliance therewith.

### **SECTION 5 REVIEW AND DEFAULT**

#### **5.1 Frequency of Reviews; Biennial Review.**

Pursuant to NRS Chapter 278.0205.1 and Section 16.32.110 of the Code, the BoCC may request, pursuant to written notice to Developer, to review the development at least once every twenty-four (24) months during the term of this Agreement. In the event the BoCC provides such notice, Developer shall have forty-five (45) days to provide a written report to BoCC containing the reporting requirements stated below.

Reporting requirements include information regarding the progress of development within the Proposed Development, including, without limitation:

- (i) data showing the total number of residential units built and approved on the date of the report;
- (ii) specific densities within each project and within the Proposed Development as a whole; and
- (iii) the status of development within the Proposed Development and the anticipated phases of development for the next calendar year. In the event Developer fails to submit such a report, Developer shall be in default of this Agreement. 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 reasonable time for response.

### **5.2 Opportunity to be Heard.**

The report required by this Section 5 shall be considered by the BoCC in accordance with the rules and procedures of Section 16.32 of the Nye County Code. County and Developer shall each be permitted an opportunity to be heard orally and in writing before the BoCC regarding performance of the parties under this Agreement.

### **5.3 General Provisions-Default.**

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 notice of default ("Notice of Default"). The Notice of Default shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) days. 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, the party charging noncompliance may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the BoCC.
- (b) Amendment or Termination by County. Following consideration of the evidence presented before the BoCC and a finding that a

default has occurred by Developer and remains uncorrected, County may amend or terminate this Agreement. In the event of default by Developer, County shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section and Section 5.5. County also reserves the right to terminate this Agreement and pursue collection and/or performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Applicable Rules and Nevada Law, existing or received as of the date of the termination and to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.5 hereof.

- (c) Termination by Developer. In the event County substantially defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of County's obligations hereunder under the procedures set forth in this Section and Section 5.5.
- (d) Waiver. Failure or delay in giving notice of default 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 of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

#### **5.4 Unavoidable Delay, Extension of Time.**

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, 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 to 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. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party

to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within thirty (30) 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 Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

### **5.5 Legal Action.**

County and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, County and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. 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 5.3. Following a Notice of Default and the failure of the notified party to cure such non-compliance within the time period set forth in Section 5.3, the BoCC must hold a public hearing where they consider the allegations and make a decision regarding the merits. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court. Judicial review of the decision of the BoCC shall be limited to the evidence presented to the BoCC at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall reside exclusively with the Fifth Judicial District Court, State of Nevada- Department 2 (Pahrump).

### **5.6 Notices.**

All notices required by this Section shall be sent in accordance with Section 9.

### **5.7 Applicable Laws; Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

## **SECTION 6. INFRASTRUCTURE OBLIGATIONS.**

### **6.1 Generally**

- (a) Developer shall provide the infrastructure described in this Section.

- (b) All bonds, including performance bonds, that are required to provide financial assurance for the provision or maintenance of infrastructure pursuant to this Agreement or the Applicable Rules must be issued by an entity that has at least an AAA rating with A.M. Best obtained by Developer to cover One Hundred and Fifteen percent (115%) of the estimated cost of infrastructure identified by any Master Studies or the County Engineer. For purposes of this subsection, "AAA rating" means a rating or "AAA" or the highest rating of financial stability that is available under the A.M. Best rating system.

## 6.2 **Open Space, Parks And Public Facilities**

- (a) General. Developer shall design, construct and maintain any open space and parks as shown on the Proposed Development. All such facilities shall meet the requirements of the Applicable Rules and be available for the nonexclusive use of the residents of the Proposed Development.
- (b) Developer agrees to design, construct and maintain a Xeriscape Demonstration Garden on a portion of the Proposed Development consisting of low-water-use plants, shrubs and trees, labeled with common and botanical names and/or other applicable interpretive signs, to be available to the public for tours.
- (c) Developer agrees to construct an approximately six (6) acre lake on a portion of the Proposed Development which shall be open to use by the general public for recreational purposes.
- (d) **Water Use Mitigation:** Developer agrees to take the following measures to mitigate the use of water within the Proposed Development:
  - 1. Developer will remove a minimum of \_\_\_\_\_ square feet of existing natural grass turf from the Proposed Development;
  - 2. Developer will record CC&R's for the single-family residential subdivision requiring that all landscaping on the single-family residential lots must utilize low-water use xeriscape concepts;
  - 3. Developer will donate free of charge all wastewater treatment effluent from the wastewater treatment plant to the County for public benefit.

TOWN

4. Developer agrees to construct storm water retention facilities within the Proposed Development capable of recharging (insert number) gallons of water annually.

~~In addition to the amount of open space and park area that is provided by the Developer, the Developer and County agree that based upon Developer's construction and maintenance of the Demonstration Garden and the recreation lake, Developer shall not be required to pay Park Impact Fees. Developer shall contribute, to the County for for the benefit of the Township, a unit fee in the amount of Three Hundred and Sixty One Dollars (\$361.00) for each building permit issued for a residential unit within the Proposed Development. The County agrees that this fee is to be used by Township to operate, construct and/or maintain any public parks owned and operated by the Township.~~

### **6.3 Police Services.**

- (a) Pursuant to Section 15.32.070 of the NCC, Developer and/or Merchant Builders shall contribute a unit fee to the County in the amount of One Hundred and Fifty Dollars (\$150.00), upon the issuance of a building permit for each residential unit in the Proposed Development. Any revenue received from these "unit" fees shall be placed in a County's capital expenditures fund for the sole purpose of funding the needs of the Nye County Sheriff's office.
- (b) ~~The developer shall construct or contribute to the following, without any credit or offset against impact fees: [INSERT]~~

### **6.4 Fire Protection and Emergency Response.**

- (a) The Developer shall contribute a unit fee, to the County for for the benefit of the Township, in the amount of Two Hundred Dollars (\$200.00), upon the issuance of a building permit for each residential unit in the Proposed Development, to the Township of Pahrump Capital Account for the sole and discretionary provision of fire services to the Pahrump Regional Planning District.

Developer additionally agrees to construct an Emergency Services Substation at its sole cost on a future site to be determined by mutual consent of the Developer and County. Developer and County agree that the cost of construction of the new Emergency Services Substation will be approximately equivalent to One Hundred Thousand Dollars (\$100,000), said cost which is to be offset or credited against any payment of Fire Impact Fees or unit fees.

~~(b) The developer shall construct or contribute to the following, without any credit or offset against impact fees: [INSERT]~~

### **6.5 Schools.**

(a) Developer and Nye County School District acknowledge that Nye County has adopted Resolution No. 2004-32 at the request of the District imposing a residential construction tax (the "Tax") as authorized by NRS 387.331. District and Developer agree that the Tax will be imposed and paid pursuant to Resolution 2004-32, as may be amended from time to time.

~~(b) The developer shall construct or contribute to the following, without any credit or offset against impact fees: [INSERT]~~

### **6.6. Water.**

The parties acknowledge that the Developer has adequate certificated water rights for the Property and the County currently has no role in the allocation of water to people in Pahrump. Developer and County agree that Developer shall construct at its sole cost necessary water facilities to supply Proposed Development with adequate water and fire services in accordance with all local and State requirements. All permits, State and local approvals shall be acquired by the Developer. Developer at conclusion of construction will turn all such water facilities over to a designated established Utility which may be operated by the County, at it's discretion and per details in Exhibit "F" to be inserted later.

### **6.7. Sanitary Sewer.**

Developer shall provide sanitary sewer system facilities required by the Zoning Action. County has no ~~obligations~~ obligations, and is not obligated to pay any financial costs, associated with obtaining the construction ~~or maintenance~~ of sanitary sewer facilities or the acquisition of rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section. Developer agrees to design and construct a sewer treatment facility at the Pahrump Fairgrounds at its sole cost to serve the Proposed Development. Developer also agrees to construct at its sole cost any associated water and sewage facilities, septic systems, including any temporary septic system facilities, and electrical. Developer and County agree that at the conclusion of the construction of said sewer treatment facilities the Developer shall turn over said facilities at zero cost to an established Utility which may be operated by the County, to own and operate said facilities. All permits, State and local approvals shall be acquired by the Developer for Proposed Sewer Facilities. Sewer Treatment Facilities shall be owned and operated by the Utility or County in accordance with all details in Exhibit "F" to be inserted later.

~~{IF THE PROPOSED DEVELOPMENT INCLUDES A WASTEWATER TREATMENT FACILITY:}~~

With respect the location, design and operation of the proposed wastewater treatment facility, the Developer shall ensure full compliance with applicable Nevada State laws and regulations, and in particular, the implementation of NAC 445A.285 - Locating a Treatment Works and Nevada Division of Environmental Protection WTS-21, in which they state:

Under NAC 445A.285

"1. In locating the site for a treatment works, the designer shall attempt to select a site that is not:

(a) Within 984.3 feet (300 meters) of an occupied dwelling or other building.

(b) Within the limits of a 100-year floodplain unless protected from the flood to the satisfaction of the Department.

2. No site may be approved by the Department without having first been approved by local government."

Under NDEP WTS-21

"c) The structures may be located within 200 feet but not less than 25 feet away from a major highway, dwelling, or other building whose use is not compatible with wastewater treatment provided that:

1) The air from all structures which are designed to contain sewage, screening, grit, sludge or chemicals at the wastewater facility is captured and treated as approved by DEP."

The Developer shall submit to Nye County Planning and Public Works Departments a site development plan for the facility and adjacent park/open space to ensure zero odor emission and adequate setback and buffer from residential neighborhood and dwellings. Developer further agrees that compatibility of the proposed treatment process with the present and planned future land use, including noise, potential odors, air quality, and anticipated sludge processing and disposal techniques must be reviewed and approved by Nye County Planning and Public Works Departments; and any non-conformance of such under NAC 445A.285 and Nevada Division of Environmental Protection WTS-21 criteria shall be fully disclosed to the potential home buyers and affected residents.

## **6.8 Transportation.**

(a) Traffic Studies.—~~If a~~ A Master Traffic Impact Analysis is deemed necessary by the County's Traffic consultant it will be provided concurrent with the phase plans and or subdivision final map, was approved prior to the execution of this Agreement. Amendments and supplements to the the Master Traffic Analysis shall be

submitted by Developer for review and approval by County. The County may, but is not required, to approve any such amendments if they conform to the Applicable Rules and this Agreement.

(b) Definitions.

- (1) "Roadway Off-Site Improvements" shall mean mitigation measures and improvements to intersections and roadways located outside of the Proposed Development, as identified in subsection (c), below.
- (2) "On-Site Improvements" shall mean mitigation measures and improvements to intersections and roadways located within each Phase of Development of the Proposed Development.
- (3) "Access Roads" shall mean paved access roads having a minimum of two (2) through lanes and a left turn lane, necessary to provide ingress and egress for each Phase of Development, as identified in subsection (e), below.

(c) Off-Site Improvements. Developer agrees to provide off-site improvements as required by the Nevada Department of Transportation (NDOT) ~~the approved Master Traffic Impact Analysis~~. County and Developer agree and acknowledge that Developer's sole responsibility with regards to Off-Site improvements, shall be limited to those Off-Site Improvements ~~set forth~~ required by NDOT ~~in the approved Master Traffic Impact Analysis~~.

(d) On-Site Improvements. County acknowledges it has approved the internal roadway network of the Proposed Development as described in the Zoning Action when County approved the Tentative Map. Developer acknowledges it shall be responsible for all internal public and private roadway costs and expenses, as identified in the approved Master Traffic Impact Analysis and set forth in this Agreement.

(e) Access Roads. County agrees that Developer's obligations, as they relate to Access Roads, shall be limited to the specific improvements set forth in the Final Plan. Developer acknowledges it shall be responsible for all Access Roads that may be identified in the Master Traffic Impact Analysis.

(f) Future Performance Bonds. As required by law, as a condition of approval of any final map, Developer shall provide performance

bonds for Off-Site and On-Site Improvements which relate to roadways set forth in said final map, which are identified in the Agreement and/or Master Traffic Impact Analysis. Specific bond amounts will be identified in the subdivision improvement agreements.

- (g) **Impact Fees.** Developer shall be subject to impact fees for streets and highways and shall pay said impact fees at the rate adopted by County in compliance with all local, state and federal laws, and any future adjustments thereto. Developer may deduct or otherwise apply a credit towards any impact fees addressed by the Master Traffic Impact Analysis. Developer shall be credited for any overpayment of impact fees or shall pay the balance of any under payment of impact fees. In assessing such impact fees, the Developer shall be given credits for any transportation improvements it provides under the terms of the agreement that are a part of County's capital improvement plan as adopted. Developer remains subject, however, to impact fees for streets and highways that are adopted by County at the time any building permit is requested by Developer in connection with the Proposed Development.
- (h) **Access/Egress Plan.** 30 days prior to the start of any construction, Developer shall establish and submit to the Director of Public Works for approval an access/egress plan for construction related traffic. County reserves its right to require the Developer to modify or make changes to its plan if at any time, in the opinion of the County, any proposed temporary routes have not best served the needs of the residents. The Developer agrees to adhere to the approved plan and any modification of the plan approved by the Director of Public Works thereafter, and ensure that the same plan is adhered to by all merchant builders, contractors and subcontractors.

## **6.9 Storm Drainage**

- (a) **Technical Drainage Study.** Developer has submitted to the County a Technical Drainage Study for the Proposed Development and for the County's review and approval.
- (b) **Definitions.**
  - (1) "Off-Site Improvements" shall mean mitigation measures and improvements to drainage located outside of the Proposed Development.

- (2) "On-Site Improvements" shall mean mitigation measures and improvements to drainage located within each phase of the Proposed Development.
- (c) Off-Site and On-Site Improvements. Developer agrees to provide Off-Site and On-Site Improvements as required by the approved Technical Drainage Study.
- (d) Acquisition of Off-Site Rights-of-Way. Developer shall be responsible for the cost of acquisition of any right-of-way corridor, if such property must be acquired in order to provide said flood control or stormwater management measures identified in the approved Technical Drainage Study. County has no obligations, and is not obligated to pay any financial costs, associated with constructing off-site roads or obtaining rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section.

#### **6.10 Assurance for Completion and Maintenance of Improvements.**

- (a) As a condition of approval of any final map, Developer shall provide performance bonds or cash-in-lieu for all Off-Site and On-Site improvements as provided the final map and/or that are identified in this Agreement and/or the approved Master Traffic Impact Analysis and the approved Technical Drainage Study. Such bond amounts or cash-in-lieu shall reflect 115% of the total estimated cost for the work as determined or approved by the Director of Public Works, and shall be adjusted no less frequently than every two years, for inflation and escalation in construction cost using published and generally accepted cost index. If the financial institution will not approve an automatic inflationary increase, the adjusted amount shall be in the form of a bond replacement. In the case of cash-in-lieu, the adjusted amount shall be in the form of an additional cash payment to Nye County.
- (b) As required by law, as a condition of approval of any final map, Developer shall provide performance bonds for Off-Site and On-Site Improvements which relate to utilities set forth in said final map, which are identified in the Agreement and/or Master Traffic Impact Analysis and/or Technical Drainage Study. Specific bond amounts will be identified in the subdivision improvement agreements.

## **SECTION 7. SPECIAL IMPROVEMENT DISTRICTS.**

County may consider any applications for developer initiated special improvement districts which may be identified as material to the development of the Proposed Development. The Parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to all applicable State and County laws, policies and procedures.

## **SECTION 8. IMPACT FEES.**

- 8.1 The Proposed Development is subject to impact fees and shall pay said impact fees at the rate adopted by County in compliance with all local, state and federal laws, and any future adjustments thereto, except as otherwise credited or offset pursuant to this agreement.
- 8.2 Developer shall pay the difference between any unit fees and impact fees payable for the same infrastructure category, and may offset any unit fees against the new impact fees for the same infrastructure. For purposes of this section, an "offset" means an offset against the impact fee, but does not require a reimbursement for overpayment of impact fees or other other contributions to infrastructure. The Developer shall be given credits for:
- (a) any capital improvements it provides under the terms of the agreement that are a part of the funded portion of the County's capital improvement plan as adopted; and
  - (b) any "unit" fees paid pursuant to Section 6.
- 8.3 Developer remains subject to impact fees that are adopted by County at the time any building permit is requested by Developer in connection with the Proposed Development.

## **SECTION 9. NOTICES.**

All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: County of Nye,  
A political subdivision  

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Pahrump, Nevada \_\_\_\_\_  
Attention: Planning Director

To Developer:

With Copy to:

Either party may change its address and/or contact persons 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 date delivery of mail is first attempted.

## **SECTION 10. 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 terms 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.

## **SECTION 11. DURATION OF AGREEMENT.**

11.1 This Agreement shall expire ~~five (5)~~ fifteen (15) years after the Effective Date.

11.2 The BoCC may, in its sole discretion, extend the term of this Agreement upon the following conditions:

- (a) Developer provides written notice of such extension to County prior to the expiration of the original term of this Agreement; and
- (b) Developer is not in default of this Agreement.

11.3 If approved by the BoCC, the extension shall be granted in writing after:

- (a) notice of intention to amend the Agreement has been published as provided in NRS 278.0205; and
- (b) the BoCC has approved an ordinance approving the extension that includes:
  - (1) a statement of the justification for the extension; and
  - (2) the duration of the extension; and
  - (3) any further conditions agreed to by the BoCC and the applicant, which conditions may be incorporated by reference in the ordinance.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

COUNTY:

OWNER:

Spring Mountain Raceway LLC  
3601 S. Highway 160  
Pahrump, NV 89048

Board of County Commissioners

X

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Approved as to Form:

Title: \_\_\_\_\_

\_\_\_\_\_

Attest:

SUBSCRIBED AND SWORN TO before  
 me  
 on this \_\_\_\_ day of \_\_\_\_\_,  
 20xx.

County Clerk

By: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for said County  
 and State

|

EXHIBIT A

[Legal Description of Property Subject To Agreement]

EXHIBIT B

[Master Traffic Impact Analysis]

EXHIBIT C

[Subdivision Map]

EXHIBIT D

[Phasing Schedule]

EXHIBIT F

[Sewer/Water Utility Ownership & Operation Plan]



**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/22/2014	5/13/2014

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**CIRCLE ONE:**      Action Item              Non-Action Item            Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to adjourn to a closed session to receive information and advice from the Town's Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2)

*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES             NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager  
Print Name

  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/22/2014	5/13/2014

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**CIRCLE ONE:**      Action Item              Non-Action Item            Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Future Meetings/Workshops- Town Board Meeting May 27, 2014

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES             NO

NAME OF PRESENTER(S) OF ITEM:    Susan Holecheck, Town Manager

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/22/2014	5/13/2014

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**CIRCLE ONE:**    Action Item                      Non-Action Item                      Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Concluding Public/Board/Staff comments

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                       NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

**AGENDA ITEM REQUEST**

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
4/22/2014	5/13/2014

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**CIRCLE ONE:**    Action Item                  Non-Action Item                  Presentation

ITEM REQUESTED FOR CONSIDERATION:  
Adjournment

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*If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.*

BRIEF SUMMARY OF ITEM:  
Good Night Citizens, Town Board, and Town Staff.

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STAFF COMMENTS/RECOMMENDATIONS:

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BACKUP ATTACHED:     YES                   NO

NAME OF PRESENTER(S) OF ITEM:    Pahrump Town Board

SPONSORED BY:

Pahrump Town Board  
Print Name

Pahrump Town Board  
Signature

400 N. Hwy 160  
Mailing Address

(775) 727-5107 ext.  
Telephone Number