

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND COUNTY OF CLARK
FOR ESTABLISHING A JOINT POSITION ON CORPORATE BOUNDARIES,
PLANNING AND PUBLIC FACILITIES/SERVICE PROVISION**

This Interlocal Agreement ("Agreement") is made and entered into this 21st of December, 2016, by and between the County of Clark and the City of Las Vegas.

WHEREAS, the northwest portion of the Las Vegas Valley is one of the most dynamic growth areas in Clark County; and

WHEREAS, there are pockets and islands of land within Clark County's jurisdiction within the northwest portion of the Las Vegas Valley; and

WHEREAS, the City and County have identified a need to create a framework for future growth in the northwest portion of the Las Vegas Valley by establishing mutually acceptable growth strategies; and

WHEREAS, the City and County have undertaken long-range plans and have made long-term financial commitments related to various urban services on the basis of the continued existence of the revenue anticipated from each form of government; and

WHEREAS, the City and County have identified a need to undertake collaborative and compatible land use planning in areas of joint jurisdiction; and

WHEREAS, the increased coordination and recognition of long-term jurisdictional boundaries can result in better management of taxpayer dollars through avoidance of jurisdictional disputes and provision of equitable services to residents of the City and County; and

WHEREAS, the interests of the residents of the City and County are best served by preserving and enhancing the opportunities for future growth and financial stability of the City and County; and

WHEREAS, the City and County entered into the 2002 Agreement to coordinate, collaborate and adopt compatible land use plans within the Joint Land Use Planning Area; and

WHEREAS, a major accomplishment resulting from the 2002 Agreement was the creation and official adoption of the Seamless Land Use Plan by the Parties; and

WHEREAS, the shared experiences of the City and County in effectuating the intent of the 2002 Agreement led the Parties to revisit the provisions of the 2002 Agreement resulting in

the 2008 Agreement that addressed continuing concerns surrounding the implementation and execution of certain provisions of the 2002 Agreement and the Seamless Land Use Plans; and

WHEREAS, the Parties desire to enter into a new interlocal agreement to further clarify the roles, rights and obligations of the Parties; and

WHEREAS, pursuant to NRS 277.180, the Parties may enter into an interlocal contract with other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract are authorized by law to perform.

NOW THEREFORE, based upon good and sufficient consideration, both Parties have mutually agreed to the following:

1. Definitions.

- A. "2002 Agreement" means that certain Interlocal Agreement between the City of Las Vegas and County of Clark for Establishing a Joint Position on Corporate Boundaries, Planning, Public Facilities/Service Provisions and Future Annexations to coordinate, collaborate and adopt compatible land use plans within the defined Joint Land Use Planning Area executed by the Parties on January 2, 2002.
- B. "2008 Agreement" means the Restated Interlocal Agreement between the City of Las Vegas and County of Clark for Establishing a Joint Position on Corporate Boundaries, Planning, Public Facilities/Service Provision and Future Annexations within the defined Joint Land Use Planning Area. The 2008 agreement restated and replaced the 2002 Agreement in its entirety on December 03, 2008.
- C. "Agreement" means this 2016 Interlocal Agreement between the City of Las Vegas and County of Clark for Establishing a Joint Position on Corporate Boundaries, Planning and Public Facilities/Service Provision within the defined Joint Land Use Planning Area.
- D. "Board" means the governing body of the County, the Clark County Board of Commissioners.
- E. "BLM" means the Federal Bureau of Land Management.
- F. "City" means the City of Las Vegas, a political subdivision of the State of Nevada.
- G. "City Council" means the governing body of the City of Las Vegas.
- H. "County" means the County of Clark, a political subdivision of the State of Nevada.

- I. "Planning Area A1" means those areas designated as such on the 2016 Interlocal Map, which is attached hereto as Exhibit "A."
- J. "Planning Area A2" means those areas designated as such on the 2016 Interlocal Map which is attached hereto as Exhibit "A."
- K. "Planning Area B" means those areas designated as such on the 2016 Interlocal Map, which is attached hereto as Exhibit "A."
- L. "Joint Land Use Planning Area" means that area designated as such on the 2016 Interlocal Map, which is attached hereto as Exhibit "A."
- M. "Party" or "Parties" means either the City or County, or both the City and County, respectively.
- N. "Units per Gross Acre" is as defined by the laws of each respective jurisdiction, depending upon where such property is located.

2. Joint Land Use Planning. For the Joint Land Use Planning Area, the Parties agree as follows:

- A. Planning Area A1 and A2. During the term of this Agreement, the areas identified as Planning Area A1 and A2 must remain residential and designated at a density of no greater than 2.0 Units per Gross Acre on the Parties' respective comprehensive plans. The Parties agree that they shall not accept any General Plan Amendments (GPA) nor amend their respective comprehensive plans, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 2.0 Units Per Gross Acre and each lot will maintain a minimum buildable net lot area of at least 18,000 square feet with a goal of at least 18,500 square feet.
- B. Planning Area B. With respect to the areas designated as Planning Area B, there is a slight difference in the maximum residential density permitted on the Parties' respective comprehensive plans.
 - (1) Areas within County Boundaries. During the term of this Agreement, the areas identified as Planning Area B must remain residential and designated at a density of no greater than 3.50 Units per Gross Acre on the County's comprehensive plan, and the County must not accept any General Plan Amendments (GPA) nor amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.50 Units per Gross Acre.

(2) Areas with City Boundaries. During the term of this agreement, the areas identified as Planning Area B must remain residential and maintain a minimum buildable lot size of 10,000 square feet and the City must not amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential lots with a buildable area of less than 10,000 square feet within the areas identified as Planning Area B.

- C. With agreement between the City, the County, and existing property owners, modifications to the Planning Areas may occur.
- D. Upon completion of the western beltway, both parties acknowledge the boundaries of Areas A2 and B may change between Ann Road and Lone Mountain at the western beltway.

3. Joint Parks and Trails Planning.

- A. Within the Joint Land Use Planning Area, the City and the County agree to continue coordinating and working closely together to implement a cost effective inter-jurisdictional parks and recreational trails program. Previously the City and County jointly identified recommended priority alignments to coordinate the development of trails and on-street pedestrian facilities. Regular coordination is accomplished through monthly SNRPC Regional Open Space and Trail subcommittee meetings and through periodic planning meetings to discuss updated jurisdictional plans and priorities. Both Parties further agree that maintenance and administration of any improvements associated with the Joint Parks and Trails Plan are the responsibility of the respective entity within the jurisdiction where the improvements are located.
- B. The Parties agree that the County shall use reasonable efforts to achieve connectivity for future construction of the CC215 trail segment between Tenaya and Decatur within five (5) years from the Effective Date of this Agreement.
- C. Both Parties agree that maintenance and administration of any improvements associated with the Joint Parks and Trails Plan is the responsibility of the respective entity who owns the property or improvements or who has the jurisdiction of the area where the improvements are located. In the event of a conflict, ownership of land or improvements controls. If there are trail improvements owned by one Party that lie upon property owned by the other Party, the Party that owns the property shall take whatever action is necessary to provide the necessary right-of-entry onto such property

to permit the maintenance and administration of such improvements by the maintaining Party.

- D. By December 31, 2017 the County and the City agree to jointly develop and adopt a Northwest Master Park Plan that will identify location(s) for a large regional multipurpose park to service the residents of the northwest.

4. Annexation.

- A. The City shall not annex property within Planning Area A1, as indicated in Exhibit A during the term of this Agreement, unless requested upon by the current property owner and mutually agreed to by the City and County. The City shall not annex developed property within Planning Areas A2 or B unless mutually agreed to by the City and County. In the event the City annexes property adjacent to the Joint Land Use Planning Area, City shall accept projects as approved by the County to the extent practicable and not require additional land use approvals from the City. Conditions attached to County approvals shall be retained by the City to the extent the conditions mitigate the impact of the development or address concerns of neighboring residents. The City and County acknowledge and agree that the City may annex vacant properties in Planning Areas A2, B or outside of the Planning Areas shown in Exhibit A and the BLM parcels shown in Exhibit B, when permitted to under NRS 268.580 or 268.597.
- B. The County agrees to withdraw its bill request of the 79th (2017) Session pre-filed as Assembly Bill 48, within 10 days of both parties execution of this interlocal agreement.
- C. During the duration of this interlocal agreement, the County shall not introduce or sponsor any State legislation that would amend or change the current annexation statutes that may impact the City contrary to the issues addressed in this interlocal agreement as they relate to properties in A1, A2, and B, unless mutually agreed upon between the County and the City.

5. Provision of Sewer Service by the City for County-Approved Projects within County Pockets or Islands.

- A. Generally. Provided that sufficient City sewer capacity exists, the City agrees to provide sewer services to County-approved residential projects within Planning Area A1, A2, or Planning Area B which comply with the terms of the Agreement. This paragraph shall not limit the applicability of City of Las Vegas Municipal Code 14.04 (Public Facilities-Sewer) except subsection 14.04.110 which the City hereby agrees to amend to allow the

provision of sewer to County residents within the scope of this Agreement. If the County approves or has approved any residential development within Planning Areas A1, A2, or B that conforms to this Agreement, the provision of sewer services by the City to that property may not be conditioned upon the property owner agreeing to annexation of the property to the City at the time sewer service is provided or by requiring the owner to sign an annexation agreement for future annexation.

- B. Denial of Sewer Services. If the County approves any residential development within Planning Area A1 or A2 at a density of greater than 2.0 Units per Gross Acre or Planning Area B at a density of greater than 3.50 Units per Gross Acre, or approves other than residential zoning for property designated for residential uses within Planning Area A1 or A2 or Planning Area B, or approves any "special use" (as that terms is defined by the Clark County Code) that is of a commercial or industrial character for a particular parcel within Planning Area A or Planning Area B, the City may deny a request to provide sewer service.
- C. The City and the Clark County Water Reclamation District will either continue the use of, or negotiate a new interlocal agreement for providing sewer services for customers located in unincorporated County, requesting sewer service from the City, as well as customers located in the City, requesting sewer service from the Water Reclamation District.
- D. Sewer Maintenance Access. County shall issue a no-fee blanket permit to allow the City to provide ongoing maintenance activity of the City-owned sewer lines servicing the County parcels. No additional permits will be required as long as the maintenance activity does not involve excavation, in which case the City shall submit for a County permit for any maintenance activity or new construction requiring excavation.

5. Joint Transportation Planning and Integrated Master Plan of Street and Highways.

- A. Within the Joint Land Use Planning Area, the City and County agree that cooperation to advance the City's goals regarding the right-of-way needs for what is currently referred to by the City as the Sheep Mountain Parkway may be necessary. County agrees to adopt City planned road network north of Moccasin Road in its transportation element in as much as the road network alignment does not negatively impact existing facilities or potential future expansions thereof.

B. The Parties shall seek sufficient funding to enable the Parties to construct the following collector and arterial streets within four (4) years of the Effective Date of this 2016 Agreement:

(1) All funding sought by the Parties for these two roadways shall be sufficient to construct, at a minimum, a four (4) lane roadway with two (2) lanes in each direction.

(a) Elkhorn Road between Tenaya Way and Jones Boulevard;

(b) Tropical Parkway between CC215 Beltway and Durango Drive;

(2) All funding sought by the Parties for these three roadways shall be sufficient to construct, at a minimum, a four (4) lane roadway with two (2) lanes in each direction, bike lanes, multi-use trail, and a median.

(a) Ann Road between CC215 Beltway and Durango Drive;

(b) Lone Mountain Road between CC215 Beltway and Durango Drive;

(c) Fort Apache Road between Alexander Road and Centennial Parkway.

When sufficient funding is available for the roadway sections noted above, each Party will be responsible for the construction of the improvements within their respective jurisdiction, unless agreed upon differently by a separate Interlocal Agreement.

C. Completion of Northwest 215/95 Interchange. The Parties agree to seek funding for the build-out construction of the US95/CC215 interchange that allows for connectivity to the local road system concurrent with the full interchange improvements proposed by NDOT. Such improvements are depicted at Exhibit "C" attached hereto.

D. Intersection Improvements. The Parties agree that when a street intersection meets warrants for a traffic signal or pedestrian flasher, the percentage of funding that will be contributed by each Party to design and construct the traffic signal or pedestrian flasher will be determined by the percentage of jurisdictional control in the intersection.

6. Regional Flood Control Master Plan.

The City and County will work together with the Clark County Regional Flood Control District on regional flood control master planning in order to address the identification and prioritization of the construction of needed flood control facilities. In addition, the City and County will cooperate on area-wide and local flood control and drainage studies.

7. Interlocal Agreements for Infrastructure.

Interlocal Agreements for Infrastructure. The Parties are currently negotiating several interlocal agreements which the Parties desire to have considered by the City Council and Board of Commissioners. No later than 180 calendar days from the Effective Date of this 2016 Agreement and if the agreements are mutually acceptable to both Parties, the Parties' governing bodies shall review and consider the following agreements:

- A. Regional Flood Control Infrastructure Improvements and Maintenance;
- B. Sewer Infrastructure Improvements and Maintenance; and the
- c. Beltway Traffic Control Maintenance Agreement

9. Term of the Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10) anniversary of the Effective Date. This Agreement will automatically extend for additional five (5) year periods unless notified to the other agency at least 60 days prior to the termination, and acted upon prior to the expiration date through a properly noticed public hearing providing reasoning for the termination by the governing body of either Party. Extension shall not exceed a total of ten (10) additional years.

8. Termination and Amendment. This Agreement may be amended from time to time or cancelled only upon mutual written agreement of the Parties hereto.

9. Effective Date. The effective date of this Agreement shall be date on which the governing body of the last Party to approve this Agreement does approve this Agreement.

10. No Third Party Beneficiaries. This Agreement is entered into for the benefit of the public, not for the benefit of any private person, company, corporation, firm or other entity who is not party to this Agreement.

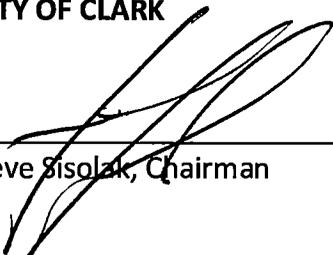
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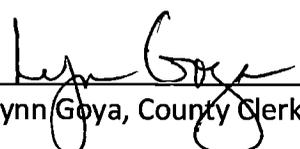
Signature Page

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed by their duly authorized representatives on the day and in the year first above written.

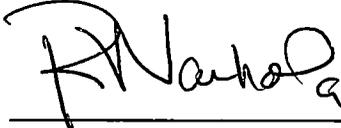
COUNTY OF CLARK

By: 
Steve Sisolak, Chairman

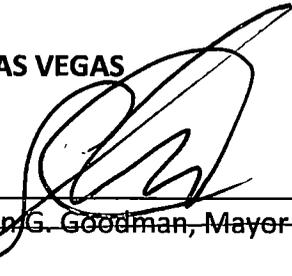
ATTEST:

By: 
Lynn Goya, County Clerk

APPROVED AS TO FORM:

By:  12/20/16
Deputy District Attorney Date

CITY OF LAS VEGAS

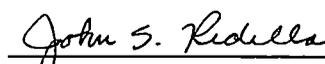
By: 
Carolyn G. Goodman, Mayor

ATTEST:

By: 
LuAnn D. Holmes, MMC, City Clerk

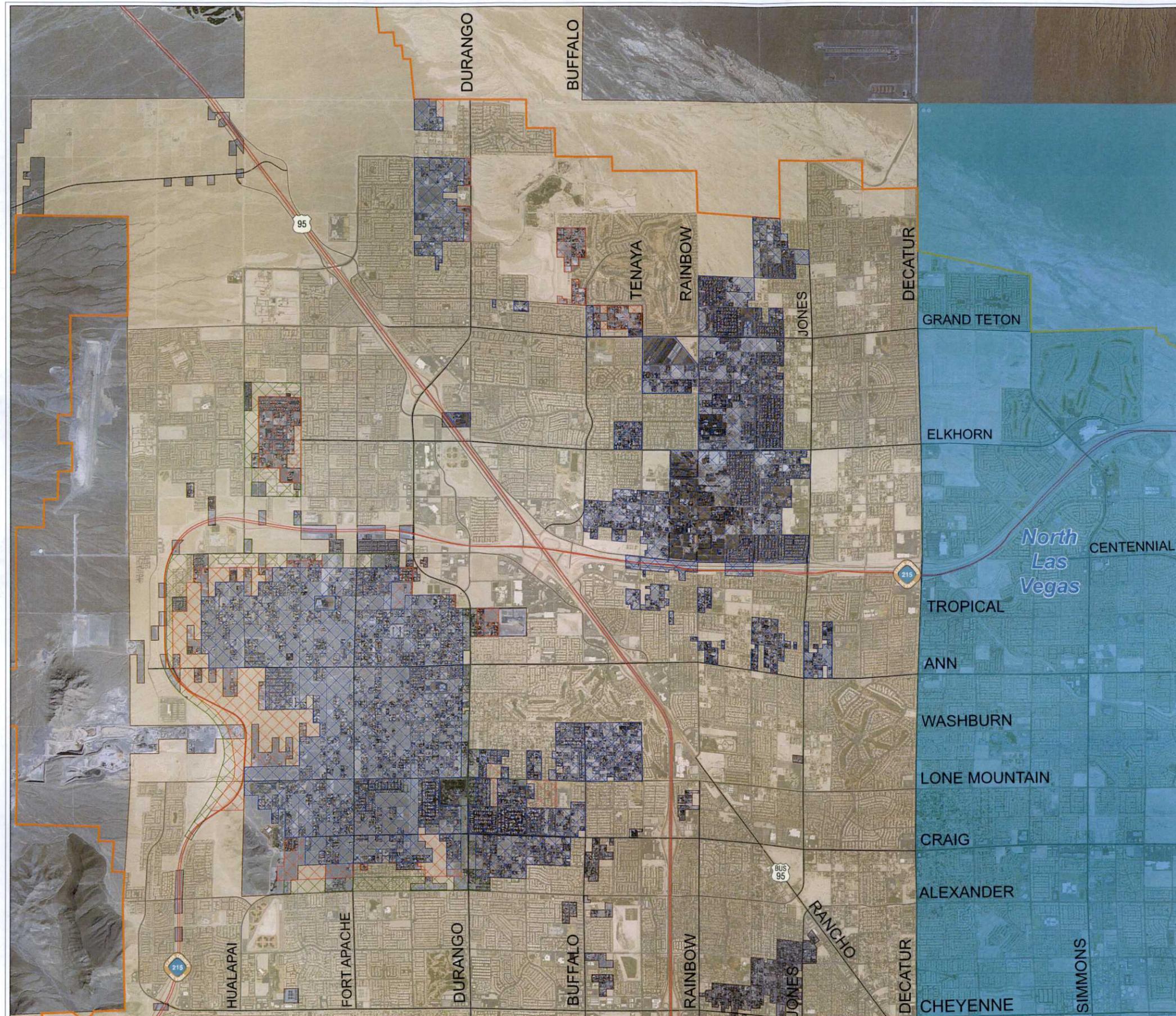
Steven D. Ross, Mayor Pro-Tem

APPROVED AS TO FORM:

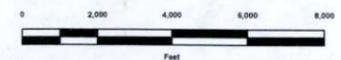
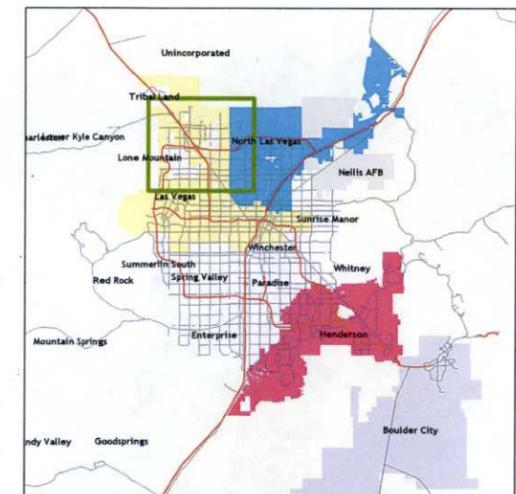
By:  12/20/16
John S. Ridilla Deputy City Attorney Date

Comprehensive Planning

Interlocal Agreement Map Exhibit A



-  Excepted Area "A1"
-  Excepted Area "A2"
-  Excepted Area "B"
-  City of Las Vegas
-  BLM Disposal Boundary

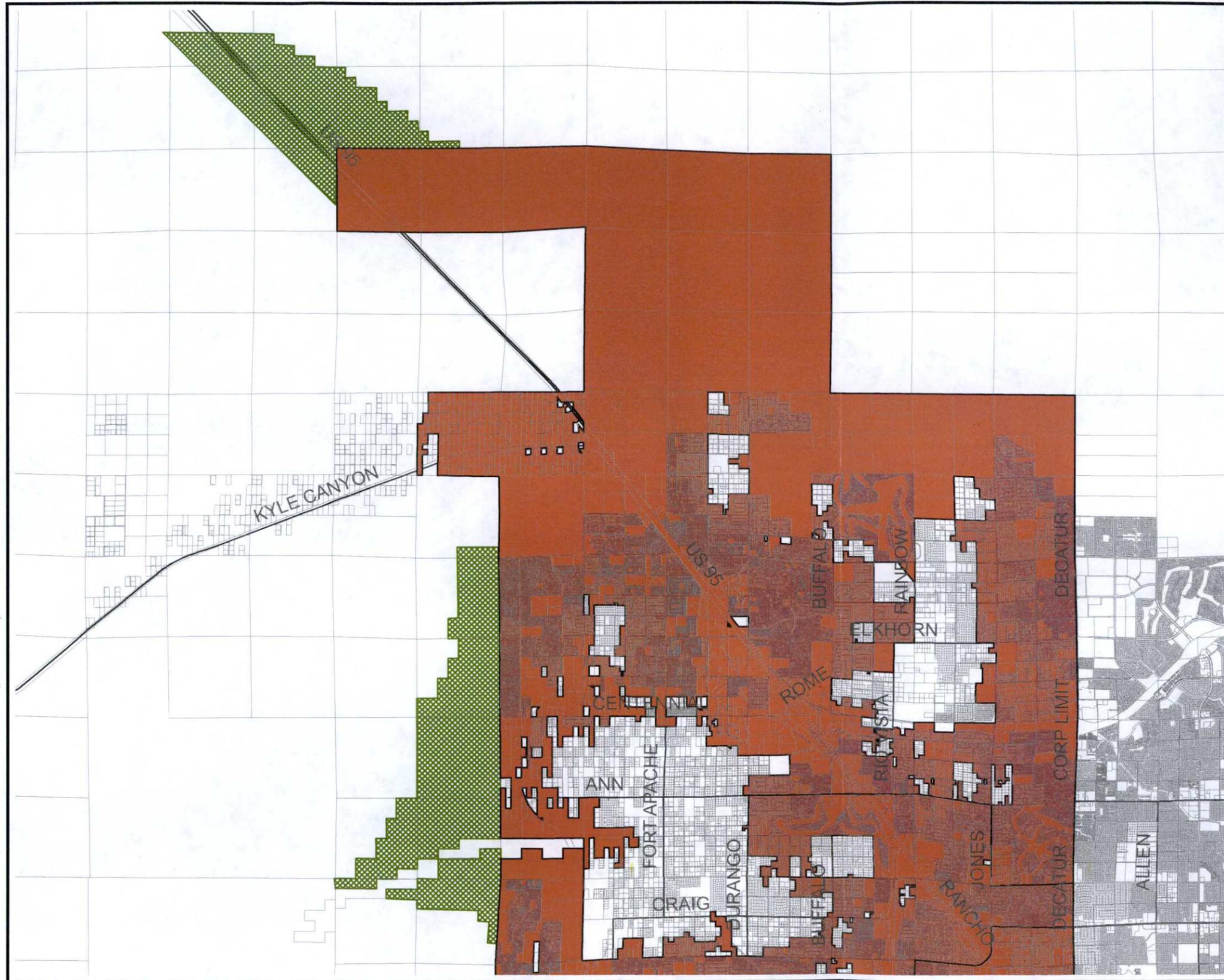


Map created on: December 19, 2016

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



BLM Annexations Exhibit B



-  CITY LIMITS
-  BLM Annexations



GIS Maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only.
Geographic Information System
Created by Engineering Planning
Tel: (702) 229-6541

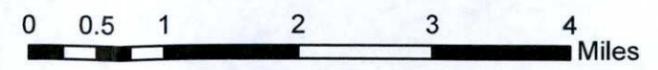
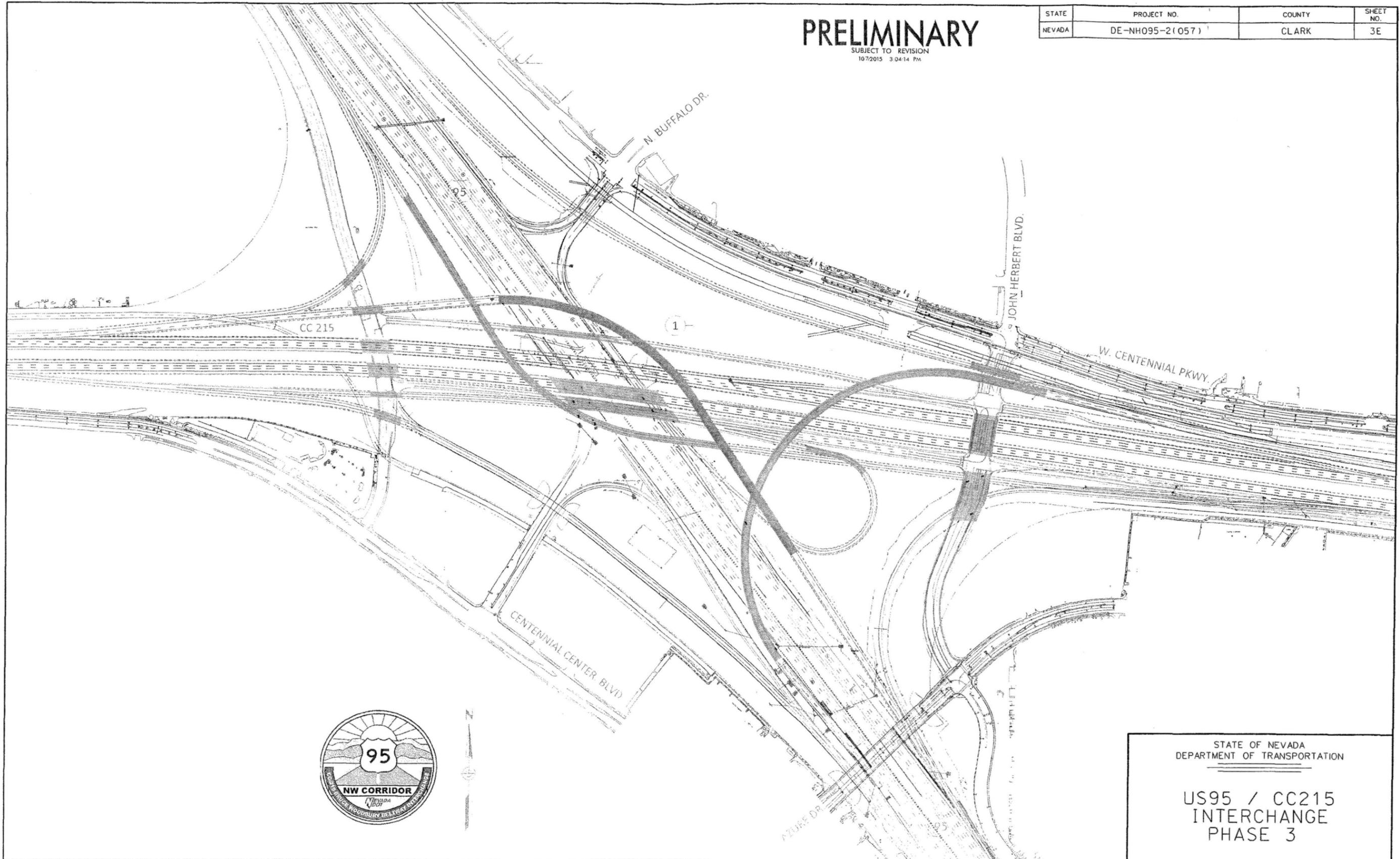


Exhibit C

PRELIMINARY

SUBJECT TO REVISION
10/7/2015 3:04:14 PM

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	DE-NH095-2(057)	CLARK	3E



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

US95 / CC215
INTERCHANGE
PHASE 3