

**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**

This agreement is made and entered into this 3rd of Dec 2008, by and between the County of Clark and the City of Las Vegas.

WITNESSETH:

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 County land within the northwest portion of the City of Las Vegas; 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 to address

some continuing concerns surrounding the implementation and execution of certain provisions of such agreement and the Seamless Land Use Plan; and

WHEREAS, the Parties desire to replace the terms of the 2002 Agreement and restate the entirety of the terms in this 2008 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 is 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 Provision 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 this 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. This 2008 Agreement restates and replaces the 2002 Agreement in its entirety.

C. “Board” means the governing body of the County, the Clark County Board of Commissioners.

D. “BLM” means the Federal Bureau of Land Management.

E. “City” means the City of Las Vegas, a political subdivision of the State of Nevada.

F. “City Council” means the governing body of the City of Las Vegas.

G. “County” means the County of Clark, a political subdivision of the State of Nevada.

H. “Excepted Area A” means those areas designated as such on the 2008 Interlocal Map, which is attached hereto as Exhibit “A.”

I. “Excepted Area B” means those areas designated as such on the 2008 Interlocal Map, which is attached hereto as Exhibit “A.”

J. “Joint Land Use Planning Area” means that area designated as such on the 2008 Interlocal Map, which is attached hereto as Exhibit “A.”

K. “Joint Parks and Trails Plan” means that plan that was created pursuant to the terms of the 2002 Interlocal, adopted by the City on November 20, 2002, adopted by the County on May 20, 2003.

L. “Party” or “Parties” means either the City or County, or both the City and County, respectively.

M. “Seamless Land Use Plan” means that certain land use plan adopted pursuant to the 2002 Agreement utilized by the City and County to establish a shared vision of the future land uses available within the Joint Land Use Planning Area by and between the Parties.

N. “Units per Gross Acre” is as defined by the laws of each respective jurisdiction, depending upon where such property is located.

2. Annexation.

A. The Parties agree that upon City initiation of an annexation or receipt of a petition for annexation from a private property owner within the Joint Land Use Planning Area, the City will send notice of such request to the County Clerk, County Manager, and Director of Comprehensive Planning at least 30 calendar days prior to any City Council action. Any annexation, by any person, is subject to the provisions provided herein.

B. The Parties agree that annexation of County pockets and islands within the Joint Land Use Planning Area by the City of Las Vegas are appropriate, except for that real property designated as Excepted Area A or Excepted Area B. The County agrees that it shall not object to any annexation request for areas within the Joint Land Use Planning Area, but outside of Excepted Area A or Excepted Area B provided the terms of this Agreement and all applicable laws are followed. Exception: The parties agree that annexation of Excepted Area B adjacent to the Bruce Woodbury Beltway and west of Fort Apache is appropriate subject to no commercial land use and residential density to not exceed six dwelling units per acre.

C. The Parties agree that those areas designated as Excepted Area A or Excepted Area B shall remain unincorporated for the term of this Agreement, unless a petition for annexation is initiated by a private property owner within Excepted Area A or Excepted Area B. The County may object to such request for annexation at its discretion.

D. If the current BLM Disposal Boundary is amended to include the lands to the west of Puli Road and north of Moccasin Road beyond the current boundary, the City agrees that it will not pursue annexation within the Red Rock Canyon National Conservation Area unless the County supports annexation.

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

A. Excepted Area A. During the term of this Agreement, the areas identified as Excepted Area A should remain designated at a density of no greater than 2.0 Units per Gross Acre on the Parties' respective comprehensive plans, and the Parties shall not amend their respective land use master 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 without first considering the recommendation of the other Party as provided by paragraph 3(C), below.

B. Excepted Area B. With respect to the City and County areas designated as Excepted Area B, there is a slight difference in maximum residential density permitted, as the City and County currently permit differing maximum densities in the areas to be so designated.

(1) Areas within County Boundaries. During the term of this Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.50 Units per Gross Acre on the County's comprehensive plan, and the County shall not 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 within the areas identified as Excepted Area B without first considering the recommendation of the other Party as provided by paragraph 3(C), below.

(2) Areas within City Boundaries. During the term of this Agreement, the areas identified as Excepted Area B shall remain designated at a density of no greater than 3.59 Units per Gross Acre on the City's comprehensive plan, and the City shall not amend its land use master plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.59 Units per Gross Acre within the areas identified as Excepted Area B without first considering the recommendation of the other Party as provided by paragraph 3(C), below.

C. The Parties agree to notify the other a minimum of 30 calendar days in advance of the initial public meeting (whether Planning Commission meeting or meeting of the governing body) on discretionary land use applications as follows:

- (1) The County will notify the City of all land use master plan amendment applications, rezoning applications (conforming and non-conforming), and use permit applications within the Joint Land Use Planning Area.
- (2) The City will notify the County of all land use master plan amendment applications, rezoning applications, and use permit applications within the Joint Land Use Planning Area.
- (3) Comments from the Party receiving notice must be delivered to the Party sending the notice at least seven calendar days prior to the initial public meeting at which the item is to be heard. If comments are received in a timely manner, both entities agree that the respective Planning Commissions and governing bodies shall consider the comments from the other entity, when considering the application.
- (4) Neither party will approve a discretionary land use application within the Joint Land Use Planning Area without first considering the recommendations and findings of the other Party. After consideration of such comments, each entity

agrees to state for the record whether the comments were neutral, opposed, or in favor of the application.

- (5) Notice must be sent to the City Manager and the City's Director of Planning and Development or County Manager and the County's Director of Comprehensive Planning, as applicable.

D. The parties agree to jointly participate in developing plans for the area located at the Northwest corner of Alpine Ridge Way and Washburn Road (A portion of APN 126-36-201-002 being the 80 acres).

4. Joint Parks and Trails Planning. Within the Joint Land Use Planning Area, the City and County agree to jointly work together to maintain and implement the Joint Parks and Trails Plan. The City and County agree to update the Joint Parks and Trails Plan to reflect priority trail facilities as shown on the Northwest Rural Neighborhood Preservation Area Priority Trails Maps dated October 22, 2008, and attached hereto as Exhibit "B" and Exhibit "C."

5. Joint Transportation Planning and Integrated Master Plan of Streets and Highways. Within the Joint Land Use Planning Area, the City and County agree to accomplish the right-of-way needs for what is currently referred to by the City as the Northern Beltway Alignment. County agrees to adopt City planned road network north of Moccasin Road in its transportation element. County agrees to provide necessary easements for the Sheep Mountain Parkway from the Clark County Shooting Park in exchange for acceptable mitigation of impacts to the Shooting Park.

City and County agree to right-of-way dedications as shown on the attached November 12, 2008, Northwest Consensus Map, attached hereto as Exhibit "D," and roadway lane improvements as shown on the attached 2025 Northwest Lane Assignment, November 13, 2008 Map attached hereto as Exhibit "E."

6. 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 promptly consider, and not unreasonably withhold the approval of necessary interlocal agreements to provide sewer services to specific County-approved residential projects within Excepted Area A or Excepted Area B which comply with the terms of this Agreement. This paragraph shall not limit the applicability of City of Las Vegas Municipal Code 14.04 (Public Facilities-Sewer).

B. Annexation not Required where Project is in Conformance with this Agreement. The Parties agree that for specific County-approved residential projects within Excepted Area A or Excepted Area B in conformance with this Agreement, property owners may annex into the City to utilize City sewer facilities at the property owner's option, but the City shall not require annexation to receive such services.

C. Denial of Sewer Service. If the County approves any residential development within Excepted Area A at a density of greater than 2.0 Units per Gross Acre or Excepted 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 Excepted Area A or Excepted Area B, or approves any “special use” (as that term is defined by the Clark County Code) that is of a commercial or industrial character for a particular parcel within Excepted Area A or Excepted Area B, the City may deny a request to provide sewer service.

As an alternative to the denial of sewer services for a particular project, the City may offer to provide sewer services to the property owner, provided that the property owner annex the subject property upon which the project is located into the City, upon terms delineated by the City.

7. Water Reuse Plant. The City and County will work together to determine the location of water reuse plants. The plant(s) will be designed to be compatible with nearby existing and planned land uses. The water reuse plant(s) will be built and operated by the City of Las Vegas. Reclaimed water from the plant will be accessible to City and County customers.

8. 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, including the setting of street grades and the coordination of street development standards.

9. Term of the Agreement: This Agreement shall expire five years from its Effective Date.

10. Termination. This Agreement may be terminated by official action of either Party upon thirty (30) calendar days notice to the other Party. Such written notification shall be sent registered mail, return receipt requested, to the City Manager and the City’s Director of Planning and Development or County Manager and the County’s Director of Comprehensive Planning, as applicable.

11. Amendments. This Agreement may be amended by approval of an amendment by the governing bodies of the Parties.

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

13. 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.

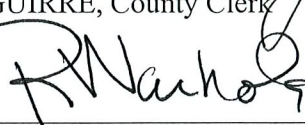
IN WITNESS WHEREOF, the parties here to have caused this agreement to be executed by their duly authorized representatives on the day and in the year first above written.

COUNTY OF CLARK

By: 
RORY REID, Chairman

ATTEST:


SHIRLEY B. PARRAGUIRRE, County Clerk

Approved as to Form:  12/17/08
Deputy District Attorney Date

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY BRIDGES, City Clerk

Approved as to Form:  1/13/09
Deputy City Attorney Date