

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HENDERSON AND CLARK COUNTY  
FOR ESTABLISHING A JOINT POSITION ON COMPATIBLE LAND USES FOR THE AREAS  
SURROUNDING HENDERSON EXECUTIVE AIRPORT**

This Interlocal Agreement ("Agreement") is made and entered this \_\_\_\_ of \_\_\_\_\_, 2022 by and between the County of Clark, a political subdivision of the State of Nevada ("County"), and the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("City"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

**WHEREAS**, the Clark County Department of Aviation ("Aviation"), operating on behalf of Clark County, is the owner and operator of the Clark County Airport System, including Henderson Executive Airport ("Airport"), which Airport is located within an area of the City known as West Henderson;

**WHEREAS**, to help meet the growing demand for aviation facilities and services in Southern Nevada, the County has invested more than \$86 million dollars in the Airport to create a premier corporate aviation facility within the City, as well as to provide an attractive, convenient, and economical alternative to Harry Reid International Airport;

**WHEREAS**, the Airport's annual service volume capability is between 300,000 and 360,000 operations per year, depending on other traffic in the regional airport system. The Airport is currently operating at approximately 20-24% of its operational capacity;

**WHEREAS**, the Airport is a large, developed use in West Henderson and is an important economic driver and employer in West Henderson;

**WHEREAS**, the City has determined that certain locations in the West Henderson area surrounding the Airport are desirable and appropriate for employment;

**WHEREAS**, the West Henderson areas in close proximity to the Airport meet the locational requirements for business parks and employment centers, including proximity to major roads, interchanges, the Airport, and other associated businesses, as well as help to ensure the long-term viability of the Airport;

**WHEREAS**, in 2016, the City exchanged with a private developer several parcels of City-owned property throughout the City in order to control the development of 80 acres of land that had previous residential entitlements directly across Executive Airport Drive from the Airport;

**WHEREAS**, in October 2011, the City adopted the 60 Ldn noise contour in the Airport Environs Overlay section of its Development Code as one factor to assist with the identification of land use compatibility;

**WHEREAS**, in 2017, the City amended its West Henderson Land Use Plan to remove residential zoning by right in the Employment Center land use category, which is the land use category for many of the properties surrounding the Airport;

**WHEREAS**, the City has communicated to the County that the City's goal in West Henderson is to maintain a strong employment base that supports existing nearby residential areas and that capitalizes on the area's unique position relative to regional transportation and the Airport;

**WHEREAS**, certain property owners within close proximity to the Airport have already been granted entitlements for Residential Uses;

**WHEREAS**, the Parties have agreed to work collaboratively to ensure employment and economic opportunities in West Henderson, ensure the long-term viability of the Airport, prioritize corporate attraction near the Airport, and support compatible land uses to maximize and optimize the use and expansion of the Airport;

**WHEREAS**, the Parties have agreed to undertake mutual compatible land use planning in the West Henderson areas surrounding the Airport, which areas are described in Exhibit "A" attached hereto (hereinafter, the "Compatible Land Use Planning Area"), to address the City's, the County's, and the Airport's present and future needs;

**WHEREAS**, the Parties agree that limiting Residential Uses within the Compatible Land Use Planning Area will mutually benefit the County, the City, its residents, and the Airport;

**WHEREAS**, pursuant to NRS 277.180, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract are authorized by law to perform; and

**WHEREAS**, the Parties now desire to enter into this Agreement to further clarify the roles, rights, and obligations of the Parties with respect to such mutual compatible land use planning.

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to the recitals set forth above and to the following terms and conditions:

**1. Definitions.**

- A. "Airport" means Henderson Executive Airport and the surrounding adjacent vacant land owned by the County.
- B. "Compatible Land Use Planning Area" means that area designated as such on the map attached hereto as Exhibit "A".

- C. "Comprehensive Plan" means the City's Henderson Strong Comprehensive Plan adopted in 2017, as the same may be amended and updated from time to time.
- D. "Non-Residential Use" means any use of the land that does not include a Residential Use.
- E. "Residential Use" means a habitable residential development, dwelling unit, or use where an occupant can remain on the property for thirty (30) days or more, including but not limited to mixed-use or mixed-use development that includes habitable residential development, dwelling units, rural estate uses, residential uses, single family homes, mobile homes, tiny houses, low density, medium density, and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, and fraternity and sorority housing, and any other residential use identified in the City of Henderson Development Code as amended from time to time.
- F. "West Henderson Land Use Plan" shall mean the City's West Henderson Land Use Plan Update adopted December 2014, as amended, and as may be amended in the future from time to time, or any future City land use plan or guide that covers the Compatible Land Use Planning Area.

**2. Compatible Land Use Planning.** For the Compatible Land Use Planning Area, the City and the County agree that properties that are zoned or planned for Non-Residential Uses on the Effective Date shall, to the greatest extent possible, remain zoned or planned for Non-Residential Uses. The Parties further agree as follows:

- A. For non-residential properties within the City's jurisdiction, the City, for the term of this Agreement, shall not approve, nor shall the City itself propose, amendments to the West Henderson Land Use Plan or updates to any land use plan, or initiate any zone change, use permit, or other application for any property within the Compatible Land Use Area that would permit Residential Uses on non-residential properties within the Compatible Land Use Planning Area.
- B. For non-residential properties within the County's jurisdiction, the County, for the term of this Agreement, shall not approve, nor shall the County itself propose, amendments to the Enterprise Land Use Plan or updates to any land use plan, or initiate any zone change, use permit, or other application for any property within the Compatible Land Use Area that would permit Residential Uses on non-residential properties within the Compatible Land Use Planning Area.
- C. As of the Effective Date, there is one (1) parcel containing approximately seven (7) acres within the Compatible Land Use Area with existing City residential zoning that allows a minimum of 30 dwelling units per acre; and there are two (2) additional parcels containing a total of approximately 4.19 acres within the Compatible Land Use Area with existing City

land use designations for Residential Uses. These three (3) parcels are identified on Exhibit "B" attached hereto. As of the Effective Date, there are three (3) parcels containing a total of approximately 4.94 acres within the Compatible Land Use Area with existing County residential zoning as identified on Exhibit "C" attached hereto (the "County Parcels"). All three (3) County Parcels are designated to have City of Henderson Employment Center "EC" land use.

- D. For properties within the Compatible Land Use Area that are zoned or planned for Residential Uses on the Effective Date, both the City and the County agree that land use applications may be approved, including, but not limited to, design or architectural reviews, use permits, waivers, and variances that would permit Residential Uses on the properties, but in no event shall either the City or the County approve any land use application that would result in an increase in the maximum number of residential dwelling units permitted by the zoning or comprehensive plan designation on the properties that existed on the Effective Date.
  - E. The Parties agree that they will use commercially reasonable efforts to encourage non-residential development and re-development (if applicable) on property within the Compatible Land Use Planning Area, including by encouraging owners of vacant land that is presently zoned or planned for Residential Uses to apply for and seek approval of Non-Residential Uses within the Compatible Land Use Planning Area.
  - F. City agrees that for all entitlement applications submitted to the City for land in the Compatible Land Use Planning Area, the City will comply with the requirements of the City of Henderson Development Code and will require as a condition of approval that the applicant comply with reasonable and customary noise disclosure requirements that are submitted in writing by Aviation to the City at or before the time the application is acted upon by the City.
3. **Collaboration.** The Parties agree to work collaboratively to achieve the common goal to limit Residential Uses within the Compatible Land Use Planning Area, which will enhance quality of life for current and future City residents, ensure employment and economic opportunities in West Henderson, prioritize corporate attraction near the Airport, and support compatible land uses to maximize and optimize the use and expansion of the Airport.
4. **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. Neither Party shall be bound by the provisions of this Agreement until the Effective Date. This Agreement will automatically be extended for two (2) additional five (5) year periods unless written notification is provided by the terminating Party to the other Party at least sixty (60) days prior to the termination date and acted upon prior to the termination date through a properly noticed public meeting providing reasoning for the termination by the governing body of the terminating Party.

5. **Amendment.** Except as provided herein, this Agreement may be amended from time to time only upon mutual written agreement of the Parties hereto.
6. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the later of (i) the date on which the governing body of the last Party approves this Agreement; or (ii) the date City receives a firm and irrevocable commitment by County to provide the rights for Sunridge Heights Phase II upon FAA/TSA approval, as provided in a separate interlocal agreement being negotiated between the City and the County.
7. **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 that is not party to this Agreement.
8. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as set forth in full.
9. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.
10. **Integration and Modification.** This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements, and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of authorship of any of the provisions of this Agreement.
11. **Remedies.** In the event of a breach of this Agreement, the Parties shall have all remedies available to them by law or in equity.
12. **Notices.** All notices required to be given under this Agreement shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:  

To County: (Via U.S. Postal Service)  
Clark County Department of Aviation  
Attn: Director of Aviation  
P.O. Box 11005  
Las Vegas, NV 89111  
Telephone: (702) 261-4525  
Email: [director@lasairport.com](mailto:director@lasairport.com)



(Via Hand Delivery or Overnight Courier Service)  
Harry Reid International Airport  
Attn: Director of Aviation  
2<sup>nd</sup> Floor – Central Services  
5757 Wayne Newton Blvd.  
Las Vegas, NV 89119

With a copy to: [realestate@lasairport.com](mailto:realestate@lasairport.com)

To City: Director of Community Development and Services  
Henderson City Hall  
240 S Water Street, MSC#  
P.O. Box 95050  
Henderson, NV 89009-5050  
([Lisa.Corrado@cityofhenderson.com](mailto:Lisa.Corrado@cityofhenderson.com))

City Attorney's Office  
240 S. water Street, MSC#144  
P.O. Box 95050  
Henderson, NV 89009-5050  
([Nicholas.Vaskov@cityofhenderson.com](mailto:Nicholas.Vaskov@cityofhenderson.com))

**13. Time of Essence.** Time is of the essence with respect to the Parties' obligations under this Agreement.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COUNTY OF CLARK

ATTEST:

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

James B. Gibson  
Chair, Board of County Commissioners

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Tim Baldwin  
Deputy District Attorney

CITY OF HENDERSON

DATE OF COUNCIL ACTION: April 5, 2022

\_\_\_\_\_  
Richard A. Derrick  
City Manager/CEO

ATTEST:

\_\_\_\_\_  
For Jose Luis Valdez, CMC  
City Clerk



APPROVED AS TO FUNDING.

\_\_\_\_\_  
Jim McIntosh  
Chief Financial Officer

APPROVED AS TO CONTENT:

\_\_\_\_\_  
For Lisa Corrado  
Director of Community Development and  
Services

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholas G. Vaskov  
City Attorney

**EXHIBIT "A"**

**Description of Compatible Land Use Planning Area**

(see attached)



# HENDERSON, NEVADA

## PROPOSED INTERLOCAL AGREEMENT AREA

### Exhibit A

- Master Transportation Plan**
- Per Development Stds
  - Minor Collector
  - Major Collector
  - Minor Arterial
  - Major Arterial
  - Railroad
- Compatible Land Use Area**
- Raiders Headquarters (\$5 ac.)
  - Assessor's Parcels
  - Henderson Corporate Limits

**NOTE: THIS MAP IS INTENDED  
TO BE PRINTED IN COLOR WITH  
PLANNED LAND USE LAYERS.**

February 3, 2022

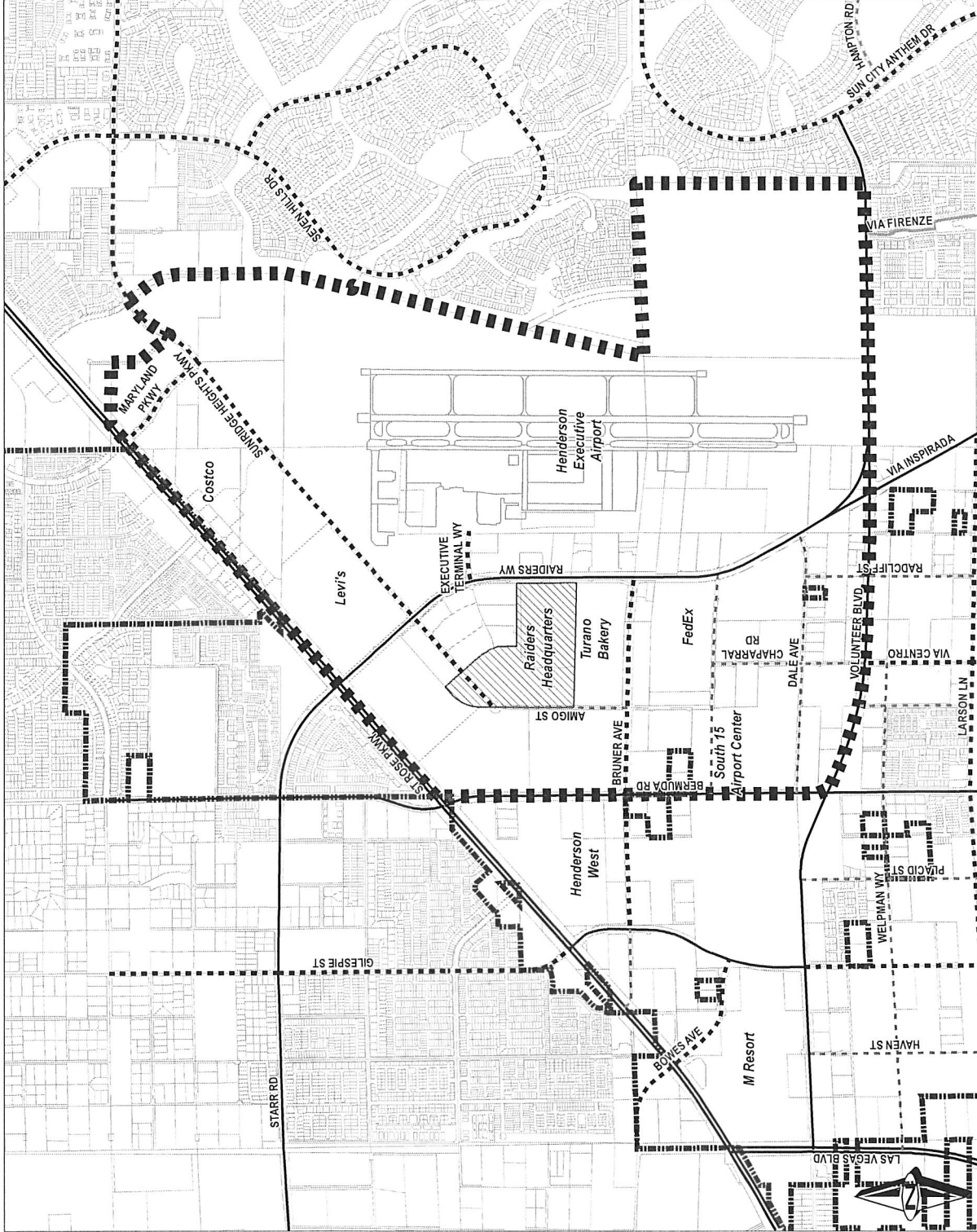
Source(s): City of Henderson Community  
Development & Services Department, Clark County  
Assessor's Office, and Clark County Geographic  
Information Systems Management Office.

Based on Projected Coordinate System:  
NAD83, StatePlane NV East FIPS 2701 Feet

Note: This map is offered as a general reference  
guide only. Neither warranty of accuracy is  
intended nor should any be assumed.



City of Henderson  
Community Development and Services  
Geographic Information Services  
240 Water Street  
P.O. Box 55050  
Henderson, NV 89009-5050  
Tel. (702) 267-1500  
www.cityofhenderson.com



**EXHIBIT "B"**

**Existing City Land Use Designations for Residential Uses  
Within the Compatible Land Use Area**

(see attached)

# PROPOSED INTERLOCAL AGREEMENT AREA

## Exhibit B

- Master Transportation Plan**
- Per Development Stds
  - Minor Collector
  - Major Collector
  - Minor Arterial
  - Major Arterial
  - Railroad
- Compatible Land Use Area**
- Parcels that Allow Residential
  - Raiders Headquarters (55 ac.)
  - Assessor's Parcels
  - Henderson Corporate Limits

**NOTE: THIS MAP IS INTENDED  
TO BE PRINTED IN COLOR  
WITH ZONING LAYERS.**

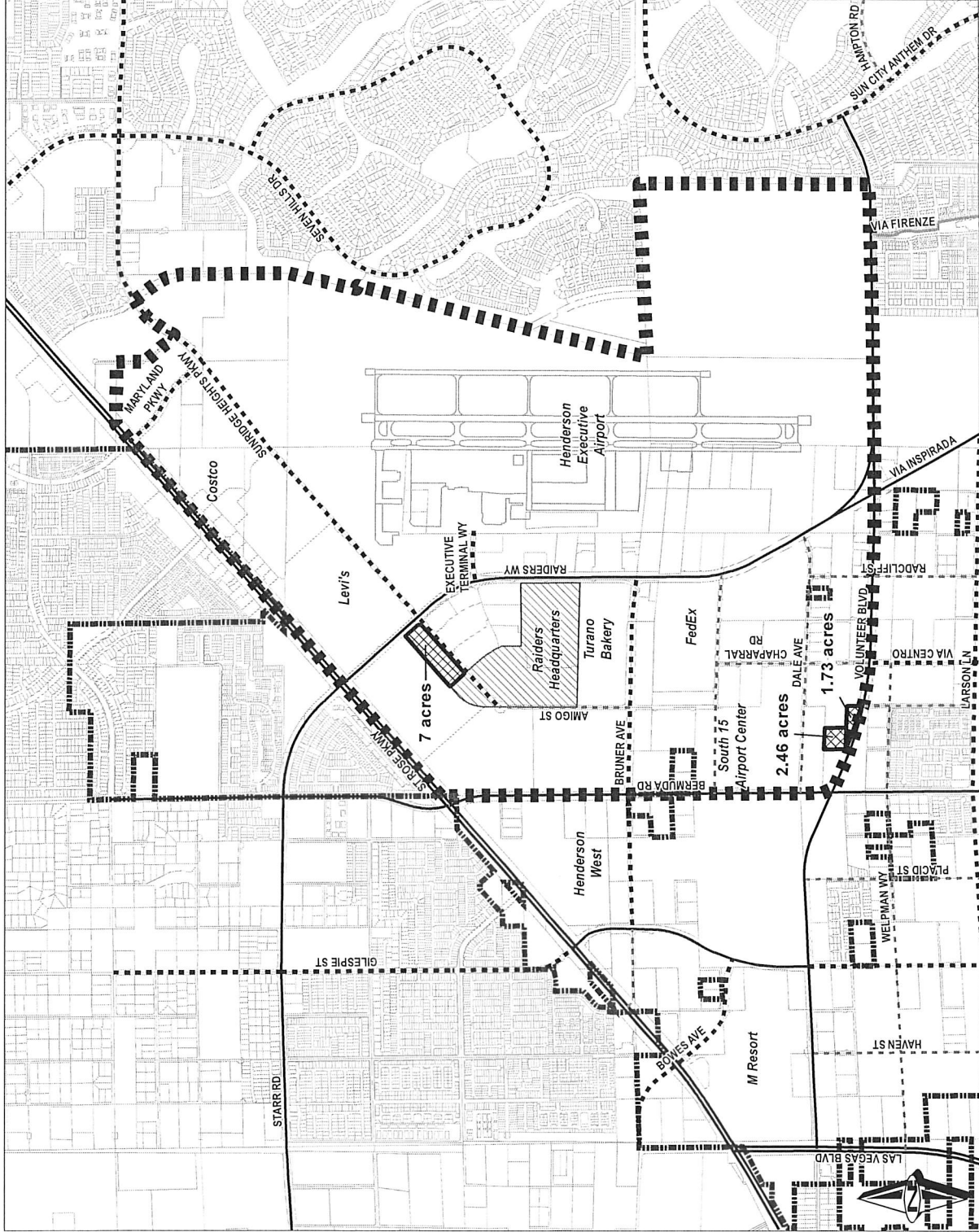
February 3, 2022

Source(s): City of Henderson Community Development & Services Department, Clark County Assessor's Office, and Clark County Geographic Information Systems Management Office.

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NAD83, StatePlane NV East FIPS 2701 Feet  
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**EXHIBIT "C"**

**Existing County Residential Zoning  
within the Compatible Land Use Area with City Land Use of "EC"**

(see attached)

# PROPOSED INTERLOCAL AGREEMENT AREA EXHIBIT C

