

Interim Cooperative Management Agreement  
between

The United States Department of the Interior -  
Bureau of Land Management

and

Clark County

The Bureau of Land Management (BLM) administers slightly less than 5,000 acres of vacant land that lie underneath the primary airspace used for aircraft departing from McCarran International Airport in Las Vegas, Nevada. Whereas the BLM regularly sells federal land in southern Nevada under the Santini-Burton Act of December 23, 1980 (94 Stat. 3382) to the general public who could develop said land in uses that would be incompatible with high levels of aircraft noise, and since Clark County, through the Department of Aviation (DOA) has the resources to cooperate with the BLM in the management of the affected lands, there is an opportunity to create a mutually beneficial relationship.

I. Background

Incompatible development in areas adjacent to McCarran Airport in the past several years has accentuated the need for additional noise mitigation measures. Effective measures that have been implemented thus far by the DOA include the following:

In 1986, the Clark County Board of Commissioners adopted the Airport Environs Overlay District, which was incorporated as Chapter 29.51 in the County's Zoning Ordinance and as Chapter 22.22, "Noise Attenuation Construction Standards", in the County's Building Code. The overlay district includes: 1) specifications for land uses appropriate in areas exposed to various levels of aircraft noise, 2) requirements for soundproofing of structures that would contain noise sensitive activities, and 3) requirements for the granting of aviation easements to the County.

In addition, in March, 1989, the Board of County Commissioners approved a Noise Compatibility Program for McCarran International Airport. The program was developed under the Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 150, Airport Noise Compatibility Planning guidelines. An FAR Part 150 Noise Study consists of two major products: 1) airport noise exposure maps for the most recent calendar year and for five years in the future, and 2) a noise compatibility program with recommendations to reduce the effects of airport noise on people living and working in the airport environs. Many of these recommendations have been implemented.

Planning projections indicate that air traffic activity at McCarran Airport will continue to increase, and by the year 2005, McCarran is expected to be the eleventh busiest airport in the nation. Some important goals of McCarran Airport in light of these projections are to continue to mitigate aircraft noise to the extent possible, maintain a good neighbor posture with the community, and maintain airport capacity. The most effective method to accomplish these goals is to prevent future incompatible development in noise impacted areas.

## II. Purpose

This agreement sets forth the responsibilities of Clark County, through the Department of Aviation and the Las Vegas District, Bureau of Land Management, United States Department of the Interior, in their cooperative management of the lands underneath the departure flight tracks from Runways 25R, 25L, 19R, and 19L at McCarran International Airport, as depicted in Exhibit 1. The objectives of this agreement are as follows:

- A. To provide proper land use planning and management to protect against the encroachment of incompatible land uses on federal land under the airspace used for aircraft departing to the west and southwest of McCarran International Airport.
- B. To facilitate the efficient management and protect against unlawful use of public land in these areas.
- C. To ensure that the affected areas are regularly patrolled and monitored to reduce unlawful disposal of trash, litter and hazardous materials.
- D. To prevent the transfer of public lands to private ownership without the concurrence of Clark County.

## III. Authority

- A. The Bureau of Land Management enters into this cooperative agreement under the authority contained in: Sec. 307(b), Federal Land Policy and Management Act (FLPMA) of October 21, 1976, P.L. 94-579 (90 STAT. 2763, 43 USC1733), and Section 202(c)(9) of FLPMA as delegated in BLM Manual 1203 and Nevada Supplement.
- B. Clark County enters into this cooperative agreement under the authority contained in: Nevada Revised Statutes Section 277.180.

#### IV. Definitions

- A. BLM: means the Bureau of Land Management.
- B. DOA: means the Clark County Department of Aviation.
- C. District Manager: means the Bureau of Land Management's District Manager, Las Vegas, NV.
- D. Director of Aviation: means the Director of Aviation for Clark County.
- E. Board: means the Clark County Board of Commissioners.
- F. Project Site: means all the existing **public** land with individual areas to be omitted from the operation of this agreement as additional **public** land in the future, is conveyed into non-Federal ownership, with the concurrence of Clark County, located in the 60 and above day-night average decibel level (LDN) as depicted by the yellow line on Exhibit 1.
- G. Compatible Use: means land uses including but not limited to: mining, sand and gravel extraction, utility rights-of-way, commercial uses such as office, business, professional, wholesale and retail, building materials, hardware, contract construction, manufacturing and production, communication, transportation, railroad, motor vehicle, rapid transit and street railway transportation, street and highway right-of-way, parking, general dispersed recreation, golf courses, and drainage facilities.
- H. Incompatible Use: means land uses including but not limited to: rural estates, residential, single family homes, mobile homes, low density, medium density and high density housing, transient lodging, apartments, group quarters, condominiums, townhouses, churches, hospitals, carecenters, nursing homes, schools, auditoriums, concert halls, fraternity and sorority housing, recreational vehicle parks, public assembly, amusement parks, outdoor sports arenas, zoos, and resorts.

#### V. Provisions

This Agreement shall begin on the day of signing by both the above mentioned parties to this Agreement and shall continue indefinitely until terminated in writing upon thirty days notice by either of the parties to the Agreement. Both parties agree to meet thirty days prior to termination of this Agreement to discuss the reasons for termination. For purposes of modifying this Agreement, both parties shall meet once a year to discuss land use

objectives, opportunities and concerns, and prepare an annual operating agreement. The annual operating agreement shall detail specific objectives, needs, operational plans, evaluate each party's roles, and work out any difficulties. However, should immediate modifications to the Agreement be required by either party, at any time, both parties may meet and upon written agreement, the modifications shall be incorporated into the Agreement subject to concurrence of both parties.

Both parties recognize that this Agreement shall not be used to grant any use, without the appropriate authority, to Clark County. In addition, it is recognized that neither agency may enter into other cooperative management agreements with other entities concerning management of the Project Site without written agreement from both parties.

## VI. Responsibilities

### A. Clark County through the DOA shall:

1. Designate Mr. Thomas L. Nash, Senior Management Analyst, as the primary DOA contact and Mr. Jacob L. Snow, Principal Airport Planner, as the alternate DOA contact, authorized to act as a liaison to the Bureau. The primary and alternate contact may be re-authorized by DOA as needed.
2. Share data, maps, planning documents and other information necessary for decision making and coordinated planning of facilities.
3. Provide recommendations to BLM on the types of activities and compatible land uses that could be allowed on the site and how those activities would be managed. In addition, Clark County recognizes that the area will not be withdrawn from the 1872 Mining Law.
4. Provide a random/routine patrol to identify and report hazardous waste, refuse dumping, and other unauthorized use of the area. With BLM concurrence, NO DUMPING signs will also be posted at strategic locations on the Project Site. The DOA assumes no additional liability for hazardous waste other than that which is required by law.
5. If required, prepare an Environmental Assessment (EA) of the Project Site in a manner meeting BLM's regulatory requirements, within twelve months from the enactment of this agreement.
6. Examine the feasibility of the ultimate purchase or otherwise attempt to provide for the permanent management of the lands contained in the Project Site by Clark County.

B. BLM shall:

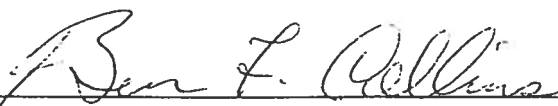
1. Designate in writing one contact and one alternate contact authorized to act as a liaison to the DOA.
2. Share data, maps, planning documents and other information necessary for decision making and coordinated planning of facilities.
3. Receive recommendations from the DOA on types of activities and compatible land uses that could be allowed on the site and how those activities would be managed.
4. Provide Clark County with notification of proposed actions for all development proposals, on the Project Site and also provide the DOA with the opportunity to review and comment on all such proposals. DOA review and comment on proposed design and construction of BLM facilities on Project Site lands is not required.
5. The BLM will continue to exercise its responsibilities in the project site for the resource management activities including but not limited to; lands, minerals, forestry, watershed, wild horses and burros, wildlife habitat, cultural resources, fire protection and livestock grazing, paleontological resources, vegetation management, and recreation.
6. Work with the DOA to make every reasonable effort to ensure that the Project Site either remains vacant and unimproved or is developed in a compatible use.

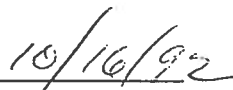
VII. Signatures:

  
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JAY BINGHAM  
Chairman  
Clark County Board of Commissioners

November 4, 1992

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Date

  
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BEN COLLINS  
Las Vegas District Manager  
Bureau of Land Management

  
\_\_\_\_\_  
Date



