NOTICE OF PUBLIC MEETING

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

9:00 A.M.

JUNE 11, 1987

CITY OF LAS VEGAS CITY HALL COUNCIL CHAMBERS 400 EAST STEWART AVENUE LAS VEGAS, NEVADA 89101

FOR ADDITIONAL INFORMATION CONTACT: VIRGINIA BAX-VALENTINE, P.E. GENERAL MANAGER 230 LAS VEGAS BOULEVARD SOUTH LAS VEGAS, NEVADA 89101 455-3139

<u>POSTED:</u> JUNE 5, 1987

CLARK COUNTY COURTHOUSE North Las Vegas City Hall City of Las Vegas City Hall Regional Transportation Commission

Enfrielt Port By: c

LT:NOTICE4

AGENDA

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT June 11, 1987

ACTION ITEMS:

- APPROVAL OF MINUTES Regular Meeting of May 14, 1987.
- 2) STATUS REPORTS
 - a. Uniform Regulations for the Control of Drainage
 - b. Corps of Engineers
 - c. State Legislation
- 3) ACTION TO APPROVE A RESOLUTION ADOPTING THE FIRST AMENDED COOPERATIVE AGREEMENT FOR LIABILITY CLAIMS AND EXPENSES
- 4) THIRD QUARTER BOND INTEREST EARNINGS REPORT
- 5) CITIZEN'S ADVISORY COMMITTEE REPORT
- 6) FINANCIAL REPORTS
 - a. Monthly Expenditure Report
 - b. Fund Balance Reports

AG-3:wjr

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

P.O. Box 396 Las Vegas, Nevada 89125 (702) 455-3139

VIRGINIA E. BAX, P.E. General Manager

MEMORANDUM

TO: Clark County Regional Flood Control District Board

FROM: Virginia Bax-Valentine, General Manager

SUBJECT: MEETING OF JUNE 11, 1987

ACTION ITEMS:

 APPROVAL OF MINUTES: Approval is requested for the minutes of the regularly scheduled meeting of May 14, 1987.

2) STATUS REPORTS:

a. Uniform Regulations for the Control of Drainage

The Regulations have been submitted to all the entities for incorporation into their land division ordinances. A schedule summarizing the public hearing dates set for adoption of the Regulations is included in the backup materials.

b. Corps of Engineers

Included in the backup materials are status reports for the Corps of Engineers' Feasibility Study and for the Overflow Study being conducted by Montgomery Engineers. In the past month, the focus of the Corps has been completion of the environmental studies and managing the Overflow Study.

c. <u>State Legislation</u> The second reprint of AB 115 has been passed by the legislature and signed by the Governor. A copy is included in the backup for your review.

3) RESOLUTION ADOPTING FIRST AMENDED COOPERATIVE AGREEMENT FOR COVERAGE OF LIABILITY CLAIMS AND EXPENSES: This agreement is for the self insurance pool with Clark County, Clark County Regional Flood Control District, Clark County District Board of Health and the Regional Transportation Commission of Clark County. A copy of the agreement is included in your backup materials.

Board Members

Bruce L. Woodbury, Chairman, Clark County; Al Levy, Vice-Chairman, City of Las Vegas Karen Hayes, Clark County; Chris Christensen, City of Boulder City; Theron Goynes, City of North Las Vegas Carlton Lawrence, City of Henderson; Craig Pulsipher, City of Mesquite; Ron Lurie, City of Las Vegas

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CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

MEMORANDUM June 3, 1987 Page 2

> The amendment to the pooling agreement and coverage document establishes a semi-annual premium rather than a single premium for the entire year. The coverage document has also been amended to exclude coverage for eminent domain proceedings and inverse condemnation.

> The same agreement will appear on your Regional Transportation Commission agenda preceeding the Regional Flood Control District Board meeting.

- 4) THIRD QUARTER BOND INTEREST EARNINGS REPORT: The third quarter report on the interest earned on the flood control bonds is included in the backup for your review. Chuck Short from the Clark County Budget Office will be present to answer any questions regarding the report.
- 5) CITIZENS ADVISORY COMMITTEE REPORT: Ann Zorn will be present to report on the activities of the Citizens Advisory Committee.
- 6) FINANCIAL REPORTS: The financial reports for the month of April are included in the backup material for your review.

VIRGINIA BAX-VALENTINE, P.E. General Manager/Chief Engineer

FC:MEMO-3:wjr

MINUTES

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

May 14, 1987

- MEETING NOTICES: Public Notices of this meeting were posted May 8, 1987, by Mrs. Wanda Reinhardt of the Regional Transportation Commission in the following locations: Las Vegas City Hall, North Las Vegas City Hall, Clark County Courthouse, and the Regional Transportation Commission Office.
- CALL TO ORDER: The meeting was called to order at 9:03 a.m. by Chairman Bruce Woodbury in the City of Las Vegas Council Chambers with the following members present:
- MEMBERS PRESENT: Bruce Woodbury, Chairman, Clark County Al Levy, Vice Chairman, City of Las Vegas Ron Lurie, City of Las Vegas Theron Goynes, City of North Las Vegas Carlton Lawrence, City of Henderson Chris Christensen, City of Boulder City Craig Pulsipher, City of Mesquite
- STAFF:
 Virginia Bax-Valentine, P.E., General Manager

 Ellen Keller, Assistant to the General Manager

 Melvin Whipple, Deputy District Attorney

MEMBERS ABSENT: Karen Hayes, Clark County

INTERESTED Ann Zorn, Citizens Advisory Committee PARTIES: Jan Rosholt, URS Engineers Shaun Pigott, URS Engineers Joan Lee, URS Engineers Frank Vivert, Mobile Homeowners League

APPROVAL OFUpon a motion by Mr. Lurie, the minutes of the regularlyMINUTES:scheduled meeting of April 9, 1987, were unanimously
approved.

Ms. Bax-Valentine reported the Corps of Engineers is continuing to work on the Feasibility Study for the Las Vegas Valley. The Corps is also working with the District and Montgomery Engineers on the Overflow Study. The District received a check from the Corps for the balance of Montgomery Engineers' contract, so technically, that contract did not cost the District any new monies.

The Corps is presently assisting the District in the preparation of a technical seminar on the use of hydrologic data for local consultants and engineers.

ACTION TO ADOPT UNIFORM REGULA-TIONS FOR THE CONTROL OF DRAINAGE:

CORPS OF

REPORT:

ENGINEERS

Ms. Bax-Valentine reported that the Statutes creating the Regional Flood Control District state that after July 1, 1987, none of the entities would be eligible for monies from the flood control funds until they adopted the Uniform Regulations for the Control of Drainage. Included in the backup are Uniform Regulations that were prepared by URS Engineers, the Technical Committee and the Citizens Advisory Committee. These Regulations were also reviewed by the Citizens Policy Committee, which included representatives from the Chambers of Commerce, Homebuilders Association, Consulting Engineers Council, Board of Realtors, Silver State Mobile Homeowners League, Nevada Taxpayers Association, and other interested citizens.

Ms. Bax-Valentine stated there are a few corrections to the Regulations recommended by the Citizens Advisory Committee and the Technical Committee.

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The first change is on page 5, under Section 8, Definitions, Flood Hazard Zone. A FEMA definition for an AE Zone needs to be added. Mr. Gale Fraser, City of Las Vegas, left the meeting to obtain this definition.

On page 10, under subsection 10.020, Areas of Special Flood Hazard, a sixth bullet will be added to show: <u>The Flood</u> <u>Insurance Study for the City of Mesquite</u>, November 1, 1985. In the paragraph following the sixth bullet, the first sentence of that paragraph will be changed to read: "Except for the Clark County, Nevada unincorporated areas and Mesquite, Nevada, each of the studies is acompanied by Flood Insurance Rate Map(s) (FIRM)." A sentence immediately following will be added: "Each is hereby adopted by reference and declared to be a part of these Regulations."

On page 18, paragraph 5, Subdivision Proposals, the first bullet in that section will be changed to a paragraph which will read: "This subsection shall apply to the division of land into two or more legal parcels except certificates of land division. This subsection may be applied to certificates of land division at the discretion of the Local Administrator."

Ms. Bax-Valentine reported that Mr. Frank Vivert, Silver State Mobile Homeowners League, has requested a change on page 17, to subsection 10.100, Hazard Mitigation, (a) General Standards, (1) Anchoring. On the second bullet, he requested the language be changed to read: "All newly installed manufactured homes..." Ms. Bax-Valentine stated she has reservations about this change, since the effective date of these Regulations are July 1, 1987. She stated that Mr. Vivert has expressed concern that mobile homeowners would be required to retrofit all mobile homes. If the District starts providing exclusions, then to be consistent, this would have to be done for all types of development.

Mr. Vivert approached the Board. He stated that mobile homeowners are afraid that sometime in the future they will be required to anchor their homes as indicated in the Regulations. He stated there is a probability that insurance companies could, in the future, require all mobile homes be anchored. Unfortunately, many mobile home parks are located in flood hazard areas.

Commissioner Woodbury asked Mr. Whipple if there was a legal reason why the change could not be made. Mr. Whipple said there was not.

Ms. Bax-Valentine stated that substantially improved manufactured homes would fall into the same category as newly installed mobile homes. She read the definition for "Substantial Improvement."

The language was changed to read: "All newly installed or substantially improved manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement and shall be installed using methods and practices that minimize flood damage.

Mr. Shaun Pigott, URS Engineers, briefly highlighted some key points. He noted that the Regulations are consistent with NRS 543 and with FEMA regulations for the National Flood Insurance Program.

Commissioner Woodbury asked for questions and comments from the audience. There were none. Mr. Fraser returned with the definition for AE Zone. The definition is the same as for Al-A30: "Areas of 100-year flood; base flood elevations and flood hazard factors determined." Commissioner Woodbury stated this is a landmark in the history of the District and an important step forward. Commissioner Woodbury made the motion to approve the Regulations with the amendments which were discussed in earlier discussion. Included in the motion is a strong recommendation that, in addition to the entities incor porating these Regulations into their ordinances for land division, they also should apply them to their zoning ordinances. Vote: 7 ayes, 0 nays Motion carried. REPORT ON STATE Copies of the second reprint of Assembly Bill 115 were incuded in the backup. Ms. Bax-Valentine reported the bill LEGISLATION: was passed by the Assembly and will be heard by the Senate Committee on Natural Resources. CITIZENS ADVISORY Ms. Zorn reported the Citizens Advisory Committee has been working on the Regulations for the last few weeks. She COMMITTEE REPORT: thanked everyone who participated in preparing the Regulations. Ms. Zorn stated she is pleased the legislation has moved as well as it has. Ms. Bax-Valentine reported the financial reports for the FINANCIAL month of March are included in the backup. The District **REPORT:** should be getting the first \$1 million in revenues tomorrow, May 15, 1987.

ADJOURNMENT: The meeting adjourned at 9:35 a.m.

Respectfully submitted,

RGINIA BAX-VALENTI P.E. NE,

General Manager/Chief Engineer

ATTEST:_____, 1987

BRUCE WOODBURY, Chairman

MINUTES:WJR:B-date

MEMORANDUM

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

TO: DISTRIBUTION

FROM: VIRGINIA BAX-VALENTIN**E**, GENERAL MANAGER/CHIEF ENGINEER

SUBJECT: UNIFORM REGULATIONS FOR THE CONTROL OF DRAINAGE

DATE: JUNE 3, 1987

Listed below are the dates that the Uniform Regulations for the Control of Drainage will be introduced and adopted by entity:

CLARK COUNTY

May 19	Introduced to C	lark County Board	of Commissioners
June 2	Approved at Pub	lic Hearing	

CITY OF BOULDER CITY

June 9	Introduce	to City Council
June 23	Public Hea	aring and Action

CITY OF HENDERSON

June	8	Introdu	ice to	City	Council
June	16	Public	Hearin	ig and	Action

CITY OF LAS VEGAS

June 3Introduce to City CouncilJune 17Public Hearing and Action

CITY OF MESQUITE

May 28	Introdu	ice to C	ity	Council
June 25	Public	Hearing	and	Action

CITY OF NORTH LAS VEGAS

June	3	Introd	uce to	City	Council
June	17	Public	Hearin	ıg and	Action

Distribution: Citizens Advisory Committee

DISPOSITION FORM

For use of this form, see AR 340-15; the proponent agency is TAGO.			
REFERENCE OR OFFICE SYMBOL	SUBJECT		
SPLPD-WC	Status Report for the Tributaries Flood Cont		
то	FROM	DATE	CMT 1
See Distribution	SPLPD-WC	May 28, 1987 Gross/djg/2003	
	s Report for the Las Vegas e report covers the period	Wash Flood Control Study from April 4, 1987 to May 22	2, 1987.
		Donald J. Gross	

Donald J. Gross Study Manager

CF: Branch Chiefs Section Chiefs Study Team Members

U. S. Army Corps of Engineers Los Angeles District Status Report for Las Vegas Wash and Tributaries Flood Control Study

This report covers the period from April 4, 1987 to May 22, 1987 and will discuss the following topics:

GENERAL PROJECT ACTIVITIES ACTIVITIES COMPLETED FUTURE ACTIVITIES LIST OF CURRENT CONTACTS

I. GENERAL PROJECT ACTIVITIES

D. Gross attended the Clark County Regional Flood Control District (CCRFCD) Board meeting on April 9, 1987 and presented study status. At this meeting, the CCRFCD awarded the overflow delineation contract to J.M. Montgomery Engineers. The contract cost is \$134,000. The Hydraulics Section will provide technical management of this contract for the CCRFCD.

On April 14, 1987, a public involvement strategy meeting was held in Las Vegas. Attendees at the meeting were: D. Gross and the Corps' public involvement consultant, James Ragan and representatives from the CCRFCD. The purpose of the meeting was to discuss the course of the Corps' public involvement program and solicit ideas from the CCRFCD.

The Fifth Study Management Committee (SMC) meeting was held on April 28, 1987 in the Los Angeles District office. Topics of discussion were: Environmental issues as they relate to CCRFCD Master Plan (Currently the Corps of Engineers, the Bureau of Land Management and the CCRFCD will or may have to prepare environmental documents (assessments or impact statements)); discussion of discharge-frequency values to be used in the overflow studies; and discussion of applying Master Plan/Corps flow rates to small drainage areas. (See Attachemnt #1 for minutes of SMC Meeting.)

On May 4, 1987, the first in-progress review meeting for the overflow contract was held in Pasadena, California. See attachment #2 for minutes of the meeting. Meeting was attended by G. Mashburn, R. Schaetzel, and D. Gross of the Corps and by representatives from J.M. Montgomery.

On May 8, 1987 a briefing and aerial tour of the Las Vegas Wash and Tributaries Study Area was given to the South Pacific Division Engineer, General Kelly, A. Wanket, South Pacific Engineering Division Chief, and P. Dunn South Pacific Division Planning Chief. Staff from the Los Angeles District and the CCRFCD provided the briefing and tour.

On May 12, 1987, a meeting was held in Las Vegas to discuss environmental issues associated with the CCRFCD Master Plan. Attending the meeting were

representatives from the Corps of Engineers, the Bureau of Land Management (BLM) and the CCRFCD. The purpose of the meeting was to discuss the environmental reporting requirements of the Corps for feasibility study and "404" permits, and of the BLM for their right-of-way applications from the CCRFCD. The result of the meeting was that a "mega" environmental impact statement could address all agencies concerns and requirements for environmental documentation and reporting. The Corps and the BLM will prepare a cost estimate for the preparation of a "mega" environmental document. A follow-up meeting was tentatively scheduled for June 4, 1987. (See attachment #3 for the minutes of the meeting)

On May 18, 1987, the second in-progress for the overflow contract was held in Pasadena. See attachment #4 for minutes of this meeting.

II. ACTIVITIES COMPLETED

Hydrology Studies: -Completed revisions of Pittman Wash discharge-frequency values based on impact of large gravel pit that was discovered.

Hydralic Studies: -Overflow contract awarded to J.M. Montgomery Engineers. -First and Second in-progress review meetings for the overflow contract.

Environmental Resources -Completed U.S. Fish and Wildlife Service Planning Aid Report on CCRFCD Master Plan Facilities.

III. ACTIVITIES UNDERWAY

Hydrology Studies: -Development of with project discharge-frequency values.

Hydraulic Studies: -Coordination and review of overflow contract.

Study Management: -Development of public involvement program.

IV. FUTURE ACTIVITIES

-Environmental Issues Meeting- June 4, 1987 -Study Management Committee Meeting- June 4, 1987 -CCRFCD Board Meeting- June 11, 1987 -Executive Management Committee Meeting- June 11, 1987 -CCRFCD Technical Advisory Committee Meeting- June 25, 1987

V. LIST OF CURRENT CONTACTS

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CONTACT	AGENCY	SUBJECT
V. Valentine	CCRFCD	SMC Meeting and Environmental Meeting
Bob Taylor	BLM	Environmental Meeting
C. Paulson	J.M. Montgomery Engineers	Overflow Contract & Master Plan Data

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SPLPD-WC

MEMORANDUM FOR THE RECORD

SUBJECT: Las Vegas Wash and Tributaries - Fifth Study Management Committee Meeting

1. On April 28, 1987, the Fifth Study Management Committee (SMC) Meeting was held in the Los Angeles District Office. The agenda and those in attendance are shown in attachments #1 and #2. The minutes of the Fourth SMC Meeting were reviewed and approved. R. Chase noted that the U.S. Fish and Wildlife Service Planning Aid has not been completed and will be completed by mid-May, 1987.

2. D. Gross presented the agenda Item #2 - Review Items:

Study Status -

He noted that the without project discharge-frequency values for 1981 conditions have been completed. Only Las Vegas Wash, Las Vegas Creek, and Flamingo Wash discharge frequency values were changed to reflect 1981 conditions.

He noted that the overflow contract was awarded to by the Clark County Regional Flood Control District (CCRFCD) to J.M. Montgomery Engineers on April 9, 1987.

He stated that a public involvement strategy meeting was held on April 14, 1987 in Las Vegas with the CCRFCD and CCRFCD CAC. James Ragan Associates is the Corps public involvement contractor and is developing a public involvement plan of study.

Study Schedule -

This item was not discussed. A revised study schedule is being developed. D. Gross will provide a revised schedule for the next SMC meeting.

Study Funding -

Current obligations and expenditures were reviewed. D. Gross noted that actual obligations are within 3% of scheduled obligations and actual expenditures are within 5% of scheduled expenditures.

3. Discussion of Agenda Item #3 - Action Items:

Action Item #1 - Discussion of Environmental Issues

The relationship between the CCRFCD, Bureau of Land Management

SPLPD-WC SUBJECT: Las Vegas Wash and Tributaries - Fifth Study Management Committee Meeting

(BLM) and the Corps was discussed in light of requirements for preparing environmental documents (either an Environmental Assessment (EA) Impact Statement (EIS)). It was decided that a meeting should be held in Las Vegas between the 3 agencies to discuss this item. D. Gross was assigned responsibility to set up the meeting. May 8, 1987 was tentatively selected the date for the meeting.

Action Item #2 - Discussion of Discharge-frequency Values to be Used in the Overflow Analysis

The SMC decided that draft guidelines pertaining to Section 104 (P.L. 99-662) would be reviewed before a decision is made to use 1981 conditions for the overflow analysis (both hydrology and assumptions regarding channel improvements). An answer will be provided to the CCRFCD by May 1, 1987.

Action Item #3 - Discussion of Probable Study Cost Increases

D. Gross discussed the tabulation displaying the preliminary estimate of study cost increases identified to date. The SMC directed the Study Manager to revise the study schedule, determine where additional funds are needed based on these identified cost increases, and review efforts in other areas that could be reduced in scope. The above information will be provided at the next SMC meeting.

Action Item #4 - Discussion of Applying Master Plan/Corps Flow Rates to Small Drainage Areas in the Las Vegas Valley

The CCRFCD explained that they want to develop a set of hydrologic procedures to provide to developers and consulting firms. These procedures would be used to calculate flow rates for new developments that are being planned. The CCRFCD stated that they want to use the Corps procedures and methodologies so that consistent flow values will be generated. CCRFCD would like assistance from the Corps in preparing these procedures. A meeting was set up to discuss this item in detail after the SMC meeting.

4. The next SMC meeting was scheduled for June 4, 1987 at 9:00 A.M. in the Los Angeles District Office. \bigcirc

Daneld J. Dross

Donald J. Gross Study Manager

LAS VEGAS WASH AND TRIBUTARIES

STUDY MANAGEMENT COMMITTEE

AGENDA

APRIL 28, 1987

ITEM #1 - REVIEW MINUTES OF LAST MEETING	B. MOORE
ITEM #2 - REVIEW ITEMS	D. GROSS
- Study Status - Study Schedule - Study Funding	
ITEM #3 - ACTION ITEMS	B. MOORE
- Discussion of Environmental Issues - Discussion of Discharge-Frequency Values	D. GROSS
To Be Used in Overflow STudies	D. GROSS
 Discussion of Study Cost Increases Discussion of Applying Master Plan Flow Rates to Small Drainage Areas in the 	D. GROSS
Las Vegas Valley	V. BAX-VALENTINE

ITEM #4 - SET NEXT MEETING DATE

B. MOORE

Las Vegas Wash and Tributaries Study Management Committee Meeting April 28, 1987

Name	Organization
Brian Moore	Chairman, Chief, Water Resource Branch
Virginia Bax-Valentine	General Manager, Clark County Regional Flood Control District
Gale Frazer	City of Las Vegas
Ruth Chase	Chief, Environmental Resources Branch
Bob Hall	Chief, Design Branch
Joseph Dixon	Chief, Planning Section C
Donald Gross	Study Manager, Planning Section C
John Pedersen	Hydrologic Engineering Section
Marc Sidlow	Hydrologic Engineering Section
Bob Schaetzel	Hydraulics Section
Dennis Marfice	Chief, Hydrologic Engineering Section
John Karakawa	Design Section B
Rich Metzinger	Recreational Development Section

CCRFCD/COE LAS VEGAS VALLEY OVERFLOW STUDY

IN-PROGRESS MEETING #1

MINUTES

Date:	May 4, 1987
Time:	9:00 A.M.
Location:	JMM Pasadena Office

Attendance: COE - Don Gross, Glenn Mashburn, Bob Schaetzel JMM - Chip Paulson, Doug Hahn, Arsalan Dadkhah

Meeting topics included discussion of several general items, modeling of C-1 Channel, modeling of Pittman Wash, and modeling of Las Vegas Creek.

General Topics

- 1. JMM's approach to conducting the debris analysis was reviewed. Maps were presented indicating assumed debris loading at each structure in the study area; a brief report will be distributed within a few days to document study methods and results. The JMM analysis was based on historical information provided by local agencies, and COE debris loading criteria. The COE approved of JMM's approach to the debris analysis. Results indicate that about 80% of structures will be modeled with a 2-ft. obstruction for piers and abutments. It was noted that JMM omitted the channel-to-box conduit transition for Las Vegas Creek below Las Vegas Blvd.; this will be modeled with a 2-ft. debris obstruction.
- 2. Sediment loading at structures was based entirely on historical evidence, and was only assumed to affect the HEC-2 modeling of peak discharges in 3 or 4 locations. The COE accepted this assumption.
- 3. JMM presented its approach to n value evaluation. Channel and overbank n values for typical cross sections on each watercourse will be checked for consistency between the FIS HEC-2 models and results from Cowan's method and the urban floodplain adjustment. The COE approved of this procedure. It was noted that strict application of Cowan's method can sometimes lead to high results, and that its main benefit is as a checking tool and a training aid. Initial results show the FIS values for the channels are consistant with Cowan's method, but that urban floodplain values may in some cases be too low.
- 4. The COE would like to assure consistency in the selection of urban n values between this study and recently completed work in the Phoenix area. They will send information in the next few days to assist JMM in urban n value estimation. JMM's preliminary approach of assigning n values to typical types of urban development was approved, assuming it is consistent with the Phoenix-area data.

- 5. JMM should receive a letter early this week presenting final flows for use in the study. There are minor changes compared to the preliminary flows being used at this time.
- 6. Existing land use conditions in floodplain areas will be modeled (for hydraulics) unless construction is in progress or a specific building permit has been issued for a development.
- 7. In general, JMM should model <u>through</u> structures at the upstream study limits of each watercourse. This is necessary to estimate potential upstream overflows and transportation system impacts.
- 8. For future reference, Flamingo Wash at the UPRR and I-15 is expected by the COE to be a problem and require special hydraulic modeling treatment. This will be an item of discussion of future meetings.

C-1 Channel

- 1. JMM's assumption that the retaining wall will hold in the reach where it is elevated above grade is acceptable as long as JMM is confident of the structural design calculations. The 3-ft. freeboard criterion will not apply in this case.
- 2. JMM should do a supercritical HEC-2 run if flows look supercritical. This is mainly to allow for an evaluation of the channel construction in the case of highly erosive flows. Channel capacity will probably be based on critical depth or greater; JMM should cenck with the COE on this assumption when more modeling data is available.
- 3. If the unlined portion of the study reach is supercritical flow, the channel cross sections may have to be modified to account for erosion. JMM will call the COE if this is the case to obtain technical guidance.

Pittman Wash

- 1. JMM discussed the problem of the flow division below the UPRR bridge. The COE hydrology presently shows a 50-50 split of flows between a northern (in to Duck Creek) and an eastern flow path. To be conservative, JMM will model full 100-year flows down both flow paths.
- 2. JMM discussed the problem of the large gravel pit on the eastern flow path which has significant storage volume, and could greatly affect downstream flows. This issue will be referred to the COE Hydrology group, which will respond to JMM as soon as possible.

Las Vegas Creek

1. JMM raised a question regarding which of the two tributaries at Valley View is included in our study. One is a box culvert and one is an open channel. Also, there is a question about which one of the tributaries is associated with the flows in the COE hydrology table. This matter will be referred to COE Hydrology, which will respond to JMM as soon as possible.

2. The buried conduit portions of Las Vegas Creek will not be modeled hydraulically. Capacities will be determined at the upstream inlet, and the remaining flow will be assumed to be overflow. Overflows will then be modeled separately.

Schedule

- 1. JMM is still planning to meet its initial due date for draft report submission (C-1 Channel, May 14).
- 2. The next in-progress meeting was scheduled for Monday, May 13th, in the JMM Pasadena Office.

Submitted By:

Chip Paulson, Project Engineer

Distribution: Virginia Valentine Don Gross Glenn Mashburn Steve Ainsworth

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SPLPD-WC

MEMORANDUM FOR THE RECORD

SUBJECT: Meeting to Discuss Environmental Documentation for the Clark County Regional Flood Control District (CCRFCD) Master Plan.

1. On May 12, 1987, a meeting was held in Las Vegas to discuss environmental documentation that may/will be required for the CCRFCD Master Plan. The meeting was attended by representatives of the CCRFCD, Corps of Engineers (COE) and Bureau of Land (BLM) Management (See attachment #1).

2. Many of the facilities proposed in the CCRFCD plan are sited on BLM lands, or are being evaluated by the COE in their feasibility study, or may require a COE Section "404" permit. These activities all require some type of an environmental analysis: BLM requires an environmental evaluation in processing of applications to utilize BLM land, the Corps will prepare an environmental document as part of their feasibility study, either an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and finally an environmental assessment is required as part of the COE Section "404" permit process. Furthermore, the issue of the cumulative impacts of the CCFRCD Master Plan has been raised to the BLM by a group desiring protection of the desert tortoise. BLM currently has processed applications on a site-by-site basis and has not addressed the cumulative impacts of CCRFCD Master Plan facilities sited on BLM lands.

3. The attendees addressed various possibilities for assessing the environmental impacts and affects of the CCRFCD Master Plan:

1. The BLM and COE perform their own analysis as required by their respective guidelines. Sharing of information would occur between the BLM and COE.

2. "Mega"-environmental document be prepared for the CCRFCD Master Plan. Site specific environmental data would be extracted from the document or supplemented on as needed basis. Either the BLM, COE, or CCRFCD could be the lead agency. The effort would be done under contract.

It was agreed that the better option would be to prepare a "mega"- environmental document. The COE and BLM will develop a preliminary scope and cost of a document that will meet each agencies' requirements in the next two weeks.

SUBJECT: Meeting to Discuss Environmental Documentation for the Clark County Regional Flood Control District (CCRFCD) Master Plan.

4. The CCRFCD stated that have just recently completed the development of 8-year construction program and they want to begin implementation of the program immediately. The CCRFCD is very concerned about any delays that could be caused by the preparation of the "mega"-environmental document. If it is finally decided to go the "mega"-document route, the CCRFCD would like provisions made so that they could be able to continue the 8-year construction program.

5. A follow-up meeting was scheduled for June 4, 1987 at 9:30 A.M. in the COE Los Angeles District Office.

Drold J-Lioss

DONALD J. GROSS Study Manager

CF:

SPLPD-WC

SPLPD-R SPLPD-W SPLPD-WC SPLPD-RP V. Bax-Valentine, CCRFCD Bob Taylor, BLM

CORPS/CCRFCD/BLM MEETING

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ATTENDENCE LIST

NAME	ORGANIZATION	PHONE NUMBER
Joe Dixon	Corps of Engineers	FTS 261-2003
Dave Hunsaker	Bureau of Land Management (BLM)	FTS 598–6627
Dennis Samuelson	BLM	FTS 598-6627
Sherri Stevens	Corps of Engineers	FTS 798-0246
Ruth Chase	Corps of Engineers	FTS 798-5413
Donald Gross	Corps of Engineers	FTS 261-2003
Virginia Bax-Valentin	e CCRFCD	(702)455-4481
Bob Taylor	BLM	FTS 598-6403
Charles Frost	BLM	FTS 598-6403

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CCRFCD/COE LAS VEGAS VALLEY OVERFLOW STUDY

IN-PROGRESS MEETING #2

MIN UTES

Dat e:	May 18, 1987
Time:	9:00 A.M.
Location:	JMM Padadena Office

Attendance:	COE - Glenn Mashburn, Bob Schaetzel
	JMM - Chip Paulson, Doug Hahn, Arsalan Dadkhah

The meeting topics included several general topics, and specific discussion of technical issues related to C-1 Channel, Pittman Wash, and Las Vegas Creek.

General Topics

- 1. The format for meeting minutes used for the first in-progress meeting is acceptable to the COE.
- 2. The COE has only had a chance to do a preliminary review of the debris analysis report. At this time the content appears to be reasonable, and is consistant with what was discussed at the previous meeting. However, a detailed review of the report has not yet been conducted. In the meantime, JMM will assume the report is acceptable for its ongoing modeling work unless otherwise notified.
- 3. The method of evaluating roughness coefficients described to Bob Schaetzel by Mike Bagstad appears reasonable and appropriate. This includes review of n values for typical cross sections from the FIS models to check consistency, as well as development of typical n values for urban development. JMM will submit the results to the COE in written form early this week, and in the meantime will assume the results to be acceptable for its ongoing modeling work. The COE noted that information regarding consistency with previous COE studies in the Phoenix area, as discussed at the previous in-progress meeting, may not be forthcoming soon due to problems of internal review. JMM will move ahead with its roughness values; any subsequent changes based on COE information will be the responsibility of the COE.
- 4. In discussions with COE hydrologists, it would be helpful to have a base map on which flows and overflows can be shown. The COE has been using the CCRFCD Master Plan maps for this purpose. JMM will use the same format if possible.
- 5. In accordance with the project Scope of Work, a section of the final report will discuss JMM's management techniques used to assure consistency in analytical techniques and assumptions for all study areas. The COE would like to review this plan now to see that it meets their standards. JMM will submit a written management plan to the COE by May 22 for review and comment.

- 6. The procedures of the COE for reviewing, approving and transmitting "official" information were discussed with regard to their impact on the ability of JMM to meet a tight project schedule. It is realized that JMM can not wait 7 to 10 days for "official" answers to questions and reviews of submitted material, and still complete the project on time. Thus JMM will interpret information obtained in meetings, over the telephone, or in informal written correspondence, as being "official" information. It is understood that final approved information could differ from that originally transmitted on an informal project basis, resulting in extra effort on the part of JMM. If this occurs, the project budget and scope may have to be modified appropriately to reflect the additional work effort required to meet the final COE guidelines.
- 7. In order to facilitate timely COE response to technical problems, JMM was encouraged to raise potential problem areas at in-progress meetings before the actual modeling has been done. In this way possible solutions could be discussed beforehand, and the project schedule would not be delayed by the need to await clarification on a technical issue.

C-1 Channel

- 1. Based on previous COE field inspection and discussions with JMM regarding Boulder Highway modeling, supercritical flow, and overflow modeling, it appears that JMM is proceeding in the right direction. However, the COE will review the modeling and mapping in more detail once the draft report is submitted.
- 2. JMM plans to submit the draft report for C-1 Channel on Friday, May 22.

Pittman Wash

- 1. In previous communication from the COE, JMM was instructed to model only the eastern flow path which enters the large gravel pit upstream of Boulder Highway. The method of handling the flow split in the HEC-2 model was discussed and resolved.
- 2. JMM prepared HEC-2 cross section data for the western flow path (which enters Duck Creek) before receiving notification from the COE that this path was not to be studied. This was done based on the discussion at the previous in-progress meeting, and resulted in 2-3 days of extra work (\$1500) which will not be useful for the final study. The COE suggested that the report should state that this cross section data is available for use in future hydraulic studies.
- 3. JMM plans to submit the draft report for Pittman Wash on Friday, May 29.

Las Vegas Creek

1. Channel overflows will be calculated by subtracting the channel capacity (computed by HEC-2) from the total discharge. Development of detailed hydraulic rating curves is not necessary; they would be extremely complex due to the length over which overflows could occur.

- 2. JMM will prepare a schematic diagram of overflow locations and assumed inflow locations. This will be submitted to the COE (by mail or in person) for review and clarification by their hydrologists. Flows may have to be adjusted due to the difference in timing of inflow peaks with respect to the flow in Las Vegas Creek. This issue must be resolved quickly.
- 3. Mapping may be a problem in some Las Vegas Creek overflow areas. The Clark County mapping is difficult to interpret in certain urban areas due to the difficulty in distinguishing contours from planimetric features. The COE suggested checking into mapping developed by SCS for the original Las Vegas Valley flood insurance study. JMM's contract states that the best available mapping will be used, and no new mapping will be prepared for this project.
- Overflows from Las Vegas Creek affect the Charleston underpass area. This 4. location is also affected by overflows from Flamingo Wash. This situation needs to be considered when preparing the maps and the report text.
- 5. The submittal date for Las Vegas Creek can not be determined until the hydrology issues are resolved.

Schedule

The next in-progress meeting was tentatively scheduled for Monday, June 1, 9:00 A.M., in the JMM Pasadena Office.

Submitted By:_____

Paulson, Project Engineer

Distribution: Virginia Valentine - CCRFCD Don Gross - COE Glenn Mashburn - COE Steve Ainsworth - JMM

CCRFCD/COE LAS VEGAS VALLEY OVERFLOW STUDY

IN-PROGRESS MEETING #2

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		110.00
Date:	May 13, 1987	MAY 26 1987
Time: Location:	9:00 A.M. JMM Padadena Office	к.Т.С.
Attendance:	COE - Glenn Mashburn, Bob Schaetzel JMM - Chip Paulson, Doug Hahn, Arsalan Dadkhah	

The meeting topics included several general topics, and specific discussion of technical issues related to C-1 Channel, Pittman Wash, and Las Vegas Creek.

General Topics

- 1. The format for meeting minutes used for the first in-progress meeting is acceptable to the COE.
- 2. The COE has only had a chance to do a preliminary review of the debris analysis report. At this time the content appears to be reasonable, and is consistant with what was discussed at the previous meeting. However, a detailed review of the report has not yet been conducted. In the meantime, JMM will assume the report is acceptable for its ongoing modeling work unless otherwise notified.
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Submitted By:_____ Paulson, Project Engineer

Distribution: Virginia Valentine - CCRFCD Don Gross - COE Glenn Mashburn - COE Steve Ainsworth - JMM

(REPRINTED WITH ADOPTED AMENDMENTS) SECOND REPRINT A.B. 115

ASSEMBLY BILL NO. 115-ASSEMBLYMEN McGAUGHEY, THOMPSON, SCHOFIELD, PRICE, TEBBS, JEFFREY, SPINELLO, WISDOM, MAY, SEDWAY, DuBOIS, KISSAM, WENDELL WILLIAMS, CRADDOCK, GARNER, TRIGGS, MYRNA WILLIAMS, CALLISTER, GASTON, PORTER, ARBERRY, BANNER AND FAY

JANUARY 30, 1987

Referred to Committee on Government Affairs

SUMMARY--Makes various changes concerning control of floods. (BDR 48-618) FISCAL NOTE: Effect on Local Government: Yes.

Effect on the State or on Industrial Insurance: Yes.



EXPLANATION-Matter in italics is new; matter in brackets [] is material to be omitted.

AN ACT relating to the control of floods; establishing a committee of citizens to advise the board of directors of a district for the control of floods; providing for periodic review of the master plan for control of floods; requiring public bodies to comply with the master plan; providing standards for granting a variance; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Chapter 543 of NRS is hereby amended by adding thereto the 2 provisions set forth as sections 2 to 10, inclusive, of this act.

3 Sec. 2. "Master plan" means the master plan for control of floods. 4 Sec. 3. 1. Each district shall establish a citizens' advisory committee to 5 be composed of representatives of the general public. The committee must 6 consist of one member appointed by the county and each city all or part of 7 whose territory is included in the district, and one member appointed by 8 each member of the board. The board shall determine the terms of the 9 members.

10 2. The members of the committee shall elect a chairman and a vice 11 chairman. The committee may adopt rules for its own management. 1 3. The committee may meet as often as necessary to advise the board.

2 4. The committee shall represent the public interest and advise the board 3 on matters related to the master plan and such other matters as the board 4 directs.

5 Sec. 4. 1. The board shall direct its chief engineer and general manager 6 to prepare an annual review of the master plan for consideration by the 7 board. The review must include consideration of:

8 (a) Growth and development in the district;

9 (b) The cost of and progress in construction of facilities for the control of 10 floods;

11 (c) The district's uniform code for management of a flood plain and the 12 development of standards for construction of facilities for the control of 13 floods;

14 (d) Progress in the development of facilities by the United States Army 15 Corps of Engineers; and

16 (e) The establishment of additional long-range priorities for the control of 17 floods.

18 2. The board shall prepare an annual report in conjunction with its 19 review. The report must set forth:

20 (a) The source and amount of money received during the previous year;

21 (b) The amount of money expended during the previous year;

22 (c) A listing of any project completed during the previous year;

23 (d) A listing of any project under construction;

24 (e) A listing of any project which is proposed for the ensuing year and the 25 time estimated for its completion;

26 (f) The amount of money expended during the previous year for the 27 operation and maintenance of facilities for the control of floods; and

28 (g) Any recommended amendments of the master plan.

3. A copy of the report must be filed with the district's chief engineer. A 30 copy must be provided to any person upon request for a fee which does not 31 exceed the actual cost of printing and mailing the report.

32 Sec. 5. The review of the master plan conducted every 5 years, in 33 addition to considering the information required in subsection 1 of section 4 34 of this act, must:

35 1. Add to the plan any new information which is relevant to the plan; 36 and

37 2. Assess the progress toward fulfillment of the master plan during the 38 5-year period, identify any major obstacles to completion of the master plan 39 and recommend amendments to the master plan resulting from growth and 40 development in the district.

41 Sec. 6. (Deleted by amendment.)

1 Sec. 7. 1. The review provided for in section 5 of this act may be 2 performed more frequently if the board finds that circumstances warrant 3 performing those reviews at shorter intervals.

4 2. The budget of the district must include funding for the review and 5 amendment of the master plan.

6 Sec. 8. 1. The district's chief engineer or any governmental entity may 7 propose to add to or change the district's master plan. Any such proposal 8 must be submitted to the district. Upon receipt of such a proposal, the board 9 shall determine whether the proposal is consistent with the general principles 10 set forth in subsection 3 of NRS 543.590 for the master plan. If the proposal 11 is determined to be generally consistent with the principles, the board shall 12 hold a public hearing to consider the adoption of the proposed amendment. 13 The board may adopt a proposed amendment to the district's master plan 14 with the approval of two-thirds of the members of the board. The board shall 15 file a copy of any amendment so adopted with the governing body of each 16 local government whose jurisdiction includes a hydrographic area affected 17 by the adopted amendment.

18 2. Upon receipt of such an amendment, the governing body of each local 19 government affected shall hold a public hearing to consider the adoption of 20 the proposed amendment as a component of its comprehensive master plan 21 pursuant to chapter 278 of NRS. If the governing bodies of each local 22 government whose jurisdiction includes a hydrographic area affected by the 23 amendment to the district's master plan approve the proposed amendment, it 24 becomes effective.

25 Sec. 9. (Deleted by amendment.)

26 Sec. 10. The provisions of NRS 543.610 to 543.640, inclusive, apply to a 27 district in which a tax ad valorem is levied on all taxable property in the 28 county.

29 Sec. 11. NRS 543.180 is hereby amended to read as follows:

30 543.180 As used in NRS 543.160 to 543.830, inclusive, and sections 2 31 to 10, inclusive, of this act, unless the context otherwise requires, the words 32 and terms defined in NRS 543.181 to 543.188, inclusive, and section 2 of 33 this act have the meanings ascribed to them in those sections.

34 Sec. 12. NRS 543.510 is hereby amended to read as follows:

35 543.510 1. The board may:

(a) Appoint a chief engineer and general manager who must be a civil registered pursuant to the provisions of chapter 625 of NRS and must] may be selected from among [three] nominees proposed by [a committee of private citizens. The county and each city all or part of whose territory is included in the district shall appoint one member to the committee.] the citizens' advisory committee for the district. (b) Prescribe the duties of officers, agents [, employees and servants,]2 and employees and fix their compensation.

(c) Create a technical committee for the district. If the board of county 3 4 commissioners constitutes the board of directors, the technical committee 5 must [consist of] include one member and one alternate appointed by the county and by each city within the district. If the regional transportation 6 commission constitutes the board of directors, the number of members and 7 alternates appointed respectively by the county and by each city must be 8 9 equal to the number of its representatives on the commission. [The 10 committee shall annually choose one of its members as chairman.] The 11 citizens' advisory committee for the district shall appoint one of its members 12 to the technical committee. The chief engineer and general manager [has no 13 vote in the committee but] is a member of the technical committee and shall 14 serve as its executive [secretary.] director. Each member of the committee 15 has one vote, except the member from the citizens' advisory committee and 16 the chief executive and general manager, each of whom may otherwise 17 participate in the activities of and make recommendations to the technical 18 committee. The committee shall annually choose one of its members as 19 chairman.

20 2. The chief engineer and general manager may hire and retain agents, 21 employees, [servants,] engineers and attorneys, and any other persons 22 necessary or desirable to effect the purposes of the district.

23 3. The board may contract with any agency of the Federal Government 24 for any services related to projects for the control of floods in the district.

4. The district attorney, the county surveyor, the county assessor, the county auditor or comptroller, the county treasurer, their deputies, assistants, clerks and other employees are ex officio officers, deputies, assistants, clerks and employees of the district. They shall, if requested by the board, perform the same various duties for the district as for the county. The board must reimburse the county for the cost of rendering these services.

31 Sec. 13. NRS 543.595 is hereby amended to read as follows:

32 543.595 1. The board shall adopt uniform regulations for the control of 33 drainage, in accordance with the master plan, from land which is developed 34 after the regulations become effective. The regulations may include 35 provisions for the granting of a variance by the board upon application by 36 the governmental entity having jurisdiction and showing of conditions 37 [peculiar to certain land] which justify the variance. The board may grant a 38 variance from the strict enforcement of the uniform regulations for that piece 39 of property if the granting of the variance will not cause a:

40 (a) Detriment to the public good;

41 (b) Impairment of any affected natural resources; or

1 (c) Deviation from the intent and purpose of the district's master plan.

2 2. Before granting such a variance, the board shall consider the effect of 3 the proposed variance on the adjacent property, the entire hydrographic 4 area and the continued implementation of the master plan.

5 [2.] 3. On and after July 1, 1987, a county or city is not eligible to 6 receive money, from the regional fund for the control of floods, for the 7 acquisition of a project or improvement unless it has incorporated these 8 regulations in its ordinances governing the subdivision of land, parcel maps, 9 and division of land into large parcels. The county or city is then responsible 10 for their enforcement, but the county or any city may bring an action against 11 any of the others to compel enforcement in the latter's territory.

12 [3.] 4. The board may also require as a condition of granting money to a 13 county or city that the recipient comply with uniform policies established by 14 the board for the operation and maintenance of a project or improvement.

15 Sec. 14. NRS 361A.050 is hereby amended to read as follows:

16 361A.050 "Open-space use" means the current employment of land, the 17 preservation of which use would conserve and enhance natural or scenic 18 resources, protect streams and water supplies, *maintain natural features* 19 *which enhance control of floods* or preserve sites designated as historic by 20 the division of historic preservation and archeology of the state department 21 of conservation and natural resources.

22 Sec. 15. NRS 361A.170 is hereby amended to read as follows:

23 361A.170 1. The governing body of each city or county shall [not later 24 than September 1, 1975,], from time to time, specify by resolution the 25 designations or classifications under its master plan designed to promote the 26 conservation of open space, the maintenance of natural features for control 27 of floods and the protection of other natural and scenic resources from 28 unreasonable impairment.

29 2. The board of county commissioners shall [not later than December 30, 30 1975,], from time to time, adopt by ordinance procedures and criteria which 31 [shall] must be used in considering an application for open-space use 32 assessment. Such criteria may include requirements respecting public access 33 to and the minimum size of the property.

34 Sec. 16. This act becomes effective upon passage and approval.

BOARD OF COUNTY COMMISSIONERS

SUBJECT: Dubite Hearing XB Resolution Degreement Distormation Dother Proceedings LIABILITY CLAIMS POOL PETITIONER: JANSON F. STEWART, DIRECTOR OF RISK MANAGEMENT RECOMMENDATION: THAT THE BOARD APPROVE AND AUTHORIZE THE CHAIRMA THE RESOLUTION ADOPTING THE FIRST AMENOED COOPERATIVE AGREEMENT COVERAGE OF LIABILITY CLAIMS AND EXPENSES AMONG CLARK COUNTY, TH REGIONAL FLOOD CONTROL DISTRICT, THE CLARK COUNTY DISTRICT BOARD AND THE REGIONAL TRANSPORTATION COMMISSION OF CLARK COUNTY. FISCAL 1MPACT: The projected pool costs for Clark County for Fiscal Year 1987/88 is \$1,063,410. Of this amount, approximately \$926,742 will be paid from the General Fur Adequate funding has been provided in the 1987/88 budget BACKGROUND: After the Ifability insurance carriers terminated our coverage on December 31, 1985, the County established a pooling agreement with other political subdivisions to fund liability claims exceeding each entity's retained limit is \$25,000. As of February 28, 1987, the average daily balance in th Pool Fund was \$1,172,415. The only payments that have been paid out of this account have been for legal servic in the amount of \$6,312. However, many of the claims th arose during the year 1986 have yet to be resolved. The amendments to the pooling agreement and coverage document attached establish a semi-annual premium rather than a single premium for the entire year. The premiums are calculated by multiplying a rate times the salaries paid for the previous year. As the total cost of salari increases so will the premiums rise. The coverage document attached establish a semi-annual premium rather than a single premium for the entire year. The premiums are calculated by multiplying a rate times the salaries paid for the previous year. As the total cost of salari increases so will the premiums rise. The coverage document has also been amended to exclude coverage for eminent domain proceedings and inverse condemnation. These claims are not normally covered by liability insurance polici	
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This agreement was reviewed by our Deputy District	i e s
Attorney and approved as to form.	

Respectfully submitted,

JANSON STEWAR DIG

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RESOLUTION ADOPTING FIRST AMENDED COOPERATIVE AGREEMENT FOR COVERAGE OF LIABILITY CLAIMS AND EXPENSES

A. BE IT RESOLVED by the Board of County Commissioners of the County of Clark, the Board of the Clark County Regional Flood Control District, the Clark County District Board of Health and the Commissioners of the Regional Transportation Commission of Clark County that the following First Amended Cooperative Agreement for Coverage of Liability Claims and Expenses is hereby adopted and approved:

FIRST AMENDED COOPERATIVE AGREEMENT FOR COVERAGE OF LIABILITY CLAIMS AND EXPENSES

THIS AGREEMENT is made and entered into this _____ day of ______, 1987, by and between the County of Clark, the Clark County Regional Flood Control District, the Clark County Health District and the Regional Transportation Commission of Clark County.

WITNESSETH:

WHEREAS, pursuant to NRS 277.045, two or more political subdivisions of the State of Nevada may enter into a cooperative agreement for the purchase of insurance or the establishment of a self-insurance reserve or fund for coverage; and

WHEREAS, the parties to this Agreement are political subdivisions of the State of Nevada which, on December 23, 1985, entered into a cooperative agreement to establish a reserve or fund for the purchase of insurance and/or to provide self-insured liability coverage; and

WHEREAS, the parties to this Agreement desire to make certain amendments to the Agreement of December 23, 1985.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. This Agreement supersedes and replaces the Agreement

made by the parties hereto on December 23, 1985.

- 2. Clark County will establish an expendable trust fund, hereinafter referred to as the "Fund," for the deposit of premium payments or other contributions for the purpose of providing coverage to the participating entities for certain liabilities. The use of the Fund shall be limited to the payment of claims, purchase of insurance and reinsurance and necessary administrative expenses. Such administrative services may include risk management education and consulting services, loss prevention and control, centralized loss reporting, actuarial consulting and legal services.
- Each entity shall pay to the Fund an annual premium due 3. in semi-annual installments on January 1st and July 1st of each calendar year. The rate by which the semiannual premiums will be calculated are set forth in the Memorandum of Coverage attached hereto as Exhibit "A". If the Fund experiences an unusually large number of losses attributable to a calendar year, such that notwithstanding insurance and reinsurance coverage, if any, the premiums for that year may be exhausted before all claims are resolved, then each participating entity shall pay a premium surcharge to be established by Clark County, as the managing entity for the Fund. The premium surcharge will be calculated by multiplying the premium paid by the entity pursuant to Exhibit "A" for that calendar year, multiplied by the percentage increase in total premiums required to assure adequate resources to the Fund for the payment of claims and expenses for such calendar year. Failure to promptly pay any premium surcharge assessed in accordance with the provisions of

-2-

this Agreement, may, at the option of any or all of the other participating entities which have paid the premium surcharge, be considered a material breach of the conditions of this Agreement, and will render the non-paying entity liable for the premium surcharge assessed against it together with interest from the date of assessment and all other damages suffered by the Fund as a result of such breach. If the Fund experiences fewer losses than anticipated for a calendar year, such that funds remain for payment of claims and expenses attributable to that calendar year more than four (4) years after the end of that calendar year, then such funds shall be transferred to a risk margin account, which may be used to pay claims and expenses attributable to a calendar year in which premiums have been exhausted.

- 5. The coverage to be funded out of the Fund is set forth in the Memorandum of Coverage attached hereto as Exhibit "A".
- 6. Each participating entity may elect to provide its own legal defense, in which case the Fund shall reimburse such entity for the reasonable cost of such defense.
- 7. Clark County shall be the entity responsible for the management and administration of the Fund. Clark County is authorized to contract for claims adjustment services, legal services, and consulting services; to invest funds in accordance with all applicable laws and regulations and to make disbursements from the Fund pursuant to the terms of the Agreement. Interest accumulated from the Fund monies shall remain in the Fund for the payment of claims and expenses. The firms contracted for legal and adjusting services shall report

-3-

directly to the participating entity for claims pertaining to that agency, but will be required to submit all claims to Clark County for the purpose of accumulating loss and safety information and statistics.

- 8. Each participating entity is solely responsible to pay all costs which come within its retained limit set forth in Exhibit "A".
- 9. By the adoption of this Agreement, each participating entity grants to its chief administrative officer or his designee (both referred to herein as the designated representative) the authority to pay, compromise or settle any claim up to \$10,000, provided that there is a significant potential for a judgment on the merits of the claim adverse to the entity and the settlement amount is equal to or less than the entity's potential liability and cost of litigation, and further provided that the claim would be a covered claim under this Agreement, but for the amount of the claim.
- 10. When a participating entity wishes to pay a claim in excess of its retained amount or legal expenses incurred in defense of a claim, it must submit a written request for withdrawal of monies from the Fund to the designated representative for Clark County. Upon receipt of a request to pay legal expenses, the designated representative for Clark County shall pay all reasonable legal expenses incurred in the defense of the claim from the Fund. Upon receipt of a request to pay a claim pursuant to a final judgment, decision or order, the designated representative for Clark County shall pay the amount of the judgment, decision or order as permitted under the terms and conditions of this Agreement,

-4-

unless payment has been stayed pending appeal or posttrial proceedings. Upon receipt of a request to pay a claim based upon settlement, the designated representative for Clark County shall call a meeting of the designated representatives of the participating entities. A majority of the designated representatives shall constitute a quorum for all purposes. The designated representatives shall vote whether to approve the request and if approved, what amount shall be paid from the Fund. Only the amount approved by a majority of the designated representatives present and payable under the terms and conditions of this Agreement shall be paid from the Fund.

- 11. The creation of the Fund is solely for the benefit of the participating entities; it does not create or expand any rights or benefits to any other persons or organizations. Participation in this Agreement does not waive any privileges, defenses, immunities, or confidentiality which the participating entities might have.
- 12. In the event of an occurrence for which liability appears likely to exceed the participating entity's retention limit, such entity must immediately notify Clark County's designated representative and the claims adjusting company with which Clark County has contracted on behalf of the Fund of the occurrence. The entity is required to have any claim arising from the occurrence investigated by the claims adjusting company and must fully cooperate and assist the claims adjusting company in the investigation and defense of the claim. Each entity is solely responsible to pay for the services rendered to it by the claims adjusting company.

-5-

- Following the filing and service of any legal action 13. against a participating entity in which the entity's liability appears likely to exceed the entity's retained limit, the defending entity must give immediate written notice of any offer or demand for settlement to the designated representative for Clark County. Upon receipt of such notice, the designated representative for Clark County shall call a meeting of the designated representatives of the participating entities. A majority of the designated representatives shall constitute a quorum for all purposes. The designated representatives shall vote whether to settle the action for the amount offered or demanded. If a majority of the designated representatives present approve settlement at the amount offered or demanded by the claimant, then no monies in excess of the amount approved and payable under the terms and conditions of this Agreement may be withdrawn from the Fund for payment of the claim.
- 14. Each participating entity will vigorously pursue any counter claim, third party claim, other insurance or any other remedy or claim that is reasonably feasable to reduce or recover funds subject to withdrawal from the Fund.¹ Monies recovered must be paid back to the Fund in an amount proportionate to that portion of the claim and legal expenses related to the claim which were paid from the Fund.
- 15. The term of this Agreement is for five (5) years, beginning January 1, 1986 and ending 12:01 A.M., January 1, 1991. Each participating entity may withdraw from this Agreement at the end of each calendar year by giving written notice to the other participating enti-

-6-

ties ninety (90) days prior thereof. Any entity which withdraws from the Agreement shall remain liable for any premium surcharge required under paragraph "3" of this Agreement for any year in which the entity participated in the Fund. A entity that withdraws from the Agreement prior to three (3) complete and successive calendar years of participation in the Fund shall not be entitled to the return of any premium, accumulations, reserves or other assets of the Fund.

16. A majority of the participating entities may cancel or terminate another entity's participation in this Agreement upon sixty (60) days notice for any of the following grounds:

- Failure to report claims or give notice as required by this Agreement.
- b. Failure to correct unsafe practices or known hazards.
- c. Failure to pay premiums or assessments required by this Agreement.

Upon cancellation or termination, the pool shall return any unearned premiums to the terminated entity, provided that the entity has participated in the Fund for at least three (3) complete and successive calendar years. Any entity whose participation in the Agreement shall remain liable for any premium surcharge required under paragraph "3" of this Agreement for any year in which the entity participated in the Fund.

17. If this Agreement is terminated at any time, the Fund shall continue to exist for such time as may be necessary to dispose of claims and otherwise conclude any obligations of the Fund. Thereafter, all assets of

-7-

the Fund shall be distributed among those entities which participated in the program in proportion to their premium payments.

- 18. Any other political subdivision located in Clark County, Nevada may apply for participation in the Fund. Upon approval of each of the participating entities, the applicant may become a party to this Agreement. Prior to participation in the Fund, the applicant must first pay the required premium, any costs incurred in analyzing its loss data, and any contribution to reserves or risk margin account as may be determined by the participating entities.
- 19. All notices required or permitted to be given under this Agreement will be effective when received by the party to whom directed by personal service, hand delivery or United States Mail delivered to the address to be provided by each participating entity or its designated representative to the designated representative for Clark County.
- 20. The construction, validity, and effect of this Agreement will be governed by the laws of the State of Nevada.
- 21. Should any covenant, condition, term or provision in this Agreement, be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms and provisions herein shall remain in full force and effect.
- 22. If any participating entity commences an action against another participating entity arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit as awarded

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by the court.

23. This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented, or amended by a written agreement signed by both parties. IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

COUNTY OF CLARK

ATTEST:

By PAUL J. CHRISTENSEN, Chairman Board of County Commissioners

LORETTA BOWMAN, County Clerk

CLARK COUNTY DISTRICT BOARD OF HEALTH

ATTEST:

By_____ OTTO RAVENHOLT, M.D. Chief Health Officer and Executive Secretary

REGIONAL TRANSPORTATION COMMISSION OF CLARK COUNTY

ATTEST:

LAURA A. TOYA, Senior Secretary

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

RON LURIE, Chairman

BRUCE WOODBURY, Chairman

ATTEST:

-9-

By

By

APPROVED AS TO FORM:

2

REX BELL DISTRICT ATTORNEY Вy MITCHELL/M. COHEN Deputy District Attorney

-10-

Exhibit "A"

CLARK COUNTY INSURANCE POOL MEMORANDUM OF COVERAGE

- 1. Definitions
 - a. <u>Agreement</u> means the cooperative agreement for the establishment of a pooling arrangement to provide coverage for certain liabilities executed by the participating entities hereto on December 23, 1985, as it may be amended from time to time.
 - b. Autombile means a land motor vehicle or trailer.
 - c. <u>Bodily Injury</u> means bodily injury, sickness or disease, including death resulting therefrom, and also includes care and loss of services by any person or persons.
 - d. Errors and Omissions means any and all breaches of duty by a participating entity arising from negligent action or inaction, mistake, misstatement, error, neglect, inadvertence, or omission by the participating entity in the discharge of duties with such entity.
 - e. <u>Hired Automobile</u> means an automobile used under contract on behalf of or loaned to a participating entity.
 - f. <u>Insured's Retained Limit</u> is the amount specified in Paragraph 9 of this Exhibit.
 - g. Legal defense costs means reasonable fees charged by an attorney and all other reasonable fees, costs and expenses attributable to his investigation and legal defense or appeal of a claim within the scope of coverage afforded by this memorandum except salaries of employees of the participating entity, the office expenses of such entity and expenses of a claims adjusting service.
 - h. <u>Nonowned Automobile</u> means an automobile which is neither an owned automobile nor a hired automobile.

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- i. Occurrence as respects coverages "a" and "b" in paragraph "2" of this Memorandum, means an accident or event which results, during a premium period, in bodily injury or property damage neither expected nor intended from the standpoint of the covered participating entity; Occurrence as respects coverages "c" and "d" in paragraph "2" of this Memorandum, means an act, accident or event which results, during a premium period, in injury or damage; as respects coverages "a," "b," "c" and "d" in paragraph "2" of this Memorandum all injuries or damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- j. <u>Owned Automobile</u> means an automobile owned by or under long term lease to the participating entity.
- Participating Entity means each local public agency which is a party signatory to the Agreement.
- 1. <u>Personal injury</u> means (1) false arrest, malicious prosecution, or willful detention; (2) libel, slander or defamation of character; (3) invasion of privacy; (4) wrongful entry or eviction, or other invasion of the right of private occupancy; (5) assault and battery; (6) discrimination prohibited by law or violation of federal civil rights laws, not intentionally committed by or at the direction of the participating entity.
- m. Premium period means calendar year.
- n. <u>Property Damage</u> means (1) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed.

-2-

- o. Use of an automobile or aircraft includes the loading and unloading thereof.
- 2. The fund established pursuant to the Agreement shall be referred to herein as the "Clark County Liability Pool" or the "Liability Pool." Funds may be withdrawn from the Liability Pool for the payment of covered claims. To be covered, a claim must be caused or arise out of an occurrence which happens during a premium period in which the entity that has incurred the claim is a Participating Entity in the Agreement, and must come within one of the following coverages categories:
 - a. Bodily injury (automobile and general liability);
 - b. Property damage (automobile and general liability);
 - c. Errors and Omissions liability; or
 - d. Personal injury liability.

Funds may be withdrawn for the payment of covered claims pursuant to the terms and conditions of this Agreement, including this Memorandum.

- 3. The cost of legal defense for matters covered by this Memorandum, regardless of the retention limit otherwise applicable shall be paid for out of Liability Pool even if the claim is groundless, false, fraudulent or contains allegation of wanton or malicious acts, providing that in the case of an individual, the requirements of NRS 41.0339 have been satisfied.
- 4. Regardless of the number of (1) the participating entities, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought, the maximum amount that may be paid or withdrawn from the Liability Pool is \$1,000,000 less the assigned retained limit for any one occurrence, arising out of bodily injury, property damage, errors and

-3-

omissions, or personal injury or any combination thereof.

- 5. The entities and persons covered for withdrawals or payments from the Liability Pool are as follows:
 - a. Each participating entity.
 - b. Any officer, director, elected or appointed official, any member of a board or commission of the participating entity, or an employee of the participating entity, while they are acting within the scope of their duties or employment as such.
 - c. Any volunteer while acting within the scope of duties assigned by the participating entity and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the participating entity or an employee of the participating entity.
 - d. Any covered person: 1) while using an owned or hired automobile with the permission of the participating entity, provided the use thereof is within the scope of permission; or 2) while using a non-owned vehicle, but only while such automobile is being used in the business of the participating entity.

6. No coverage is provided herein for the following:

- A person who fails to satisfy the requirements of NRS 41.0349.
- b. To liability arising out of the ownership, maintenance, loading, unloading, use or operation of any airfield or similar aviation facility.
- c. To liability arising out of the ownership or aircraft or the maintenance or use of owned aircraft.

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- d. To any obligation for which a participating entity or any carrier as insurer therefor, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- e. To liability for property damage to:
 - (1) Property owned by a participating entity;
 - (2) Property rented to or leased to a participating entity where such entity has assumed liability under the contract for damage to or destruction of such property, unless the entity would have been liable in the absence of such contract; and
 - (3) Aircraft in the care, custody or control of a participating entity.
- f. To liability arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental. The term "liquids" as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users.

g. To liability:

 with respect to which a participating entity under this policy is also covered under a nuclear energy liability policy issued by Mutual Atomic Energy Liability Underwriters,

-5-

American Nuclear Insurers, or Nuclear Insurance Association of Canada, or any successor organizations, or would be covered under any such policy but for its termination upon exhaustion of its limit of liability; or (2) resulting from the hazardous properties of nuclear material and with respect to which (a)

any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the participating entity is, or had Agreement not been entered into would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization. Resulting from eminent domain proceedings or

inverse condemnation.

7. Conditions

h.

- a. <u>Other Insurance.</u> If collectible insurance with any insurer is available to the participating entity covering a loss also covered hereunder, the coverage hereunder shall be in excess of, and not contribute with, such other insurance; provided, however, this does not apply to insurance which is written as excess insurance over the coverage provided hereunder.
- b. The coverage afforded hereunder is excess of the retained limit of each participating entity.
- Each participating entity, being a political subdivision of the State of Nevada, nothing contained herein should be

-6-

construed to create or expand any liabil: which is permitted by law.

9. Each participating entity's retention $li\pi$

Entity

Clark County (including the Aviation Depa Clark County District Board of Health Regional Transportation Commission of Clan Clark County Regional Flood Control Distri

10. For the period January 1, 1987, to June 30 ticipating entity's semi-annual premium in calculated based on the following rates tip entity's estimated workers' compensation pa of dollars:

Entity

Clark County (excluding the Aviation Depart Clark County Aviation Department - Automobi liability coverage only Clark County District Board of Health Regional Transportation Commission of Clark

Clark County Regional Flood Control District

11. A. Beginning July 1, 1987, the following e annual premium installment shall be calthe following rates times one half of the salaries and wages as shown on the prece Annual Financial Report:

Entity

Clark County (excluding the Aviation Dep Clark County Aviation Department - Autom

liability coverage only

Clark County District Board of Health Regional Transportation Commission of Cla

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- B. Beginning July 1, 1987, the Clark County Regional Flood Control District will be charged a flat semi-annual premium of \$5,000. This premium may be adjusted by written amendment to this Agreement following actuarial analysis or the adoption of ordinances which govern the District's responsibility for liability claims arising out of flood control
- 12. A. The Clark County Department of Aviation is excluded from coverage under this Agreement except for automobile liability coverage, which shall exclude liability arising out of any occurrence on airport property which is not open to the general public, including areas in and around runways and loading gates.
 - B. This resolution adopting First Amended Cooperative Agreement for Coverage of Liability Claims and Expenses shall be spread at large upon or attached in full to the Minutes of the Board of the County Commissioners of the County of Clark, the Board of the Clark County Regional Flood Control District, the Board of the Clark County District Board of Health and the Commission of the

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Regional Transportation Committee of Clark County.

PASSED ADOPTED AND APPROVED this _____ day of _____, 1987.

COUNTY OF CLARK

ATTEST:

ВУ					
	PAUL	J.	CHRISTE	NSEN,	Chairman
	Board	d of	County	Comm	issioners

LORETTA BOWMAN, County Clerk

CLARK COUNTY DISTRICT BOARD OF HEALTH

By______ OTTO RAVENHOLT, M.D. Chief Health Officer and Executive Secretary

REGIONAL TRANSPORTATION COMMISSION OF CLARK COUNTY

By_____ RON LURIE, Chairman

ATTEST:

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ATTEST:

LAURA A. TOYA, Senior Secretary

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

ATTEST:

By_____ BRUCE WOODBURY, Chairman

APPROVED AS TO FORM:

REX BELL DISTRICT ATTORNEY By HANNA MITCHELI M. COHEN Deputy District Attorney

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EPARTMENT OF FINANCE

GUY S. HOBBS, Comptroller

OM: CHUCK SHORT, Senior Management Analyst

BJECT: FLOOD CONTROL BOND FUND 3RD QUARTER UPDATE

TE: MAY 15, 1987

Through the attachments, financial information has been provided representing general and specific flood control project resource and expenditure data from the receipt of the 1981 Flood Control Bond proceeds through March 31, 1987. Certain aspects of this update meriting further review have been highlighted by the following:

- 1. The first attachment indicates Flood Control Bond Project Resources now total \$56,585,730. Those resources have funded or are committed to fund \$57,019,704 in project costs creating a \$433,974 over obligation of resources.
- 2. Attachment II indicates that as of March 31, 1987 the Flood Control Fund had an ending fund balance of \$13,093,847. Of that total, \$7,563,789 is reserved for contracted project construction or design. Thus, the Flood Control Bond Fund possesses an unreserved fund balance of \$5,580,058.
- 3. Attachment III provides a summary of interest earnings generated from the initial receipt of bond proceeds through March 31, 1987. As of that date, \$10,369,166 in interest earnings has accrued to the fund. Recent interest earning information indicates the accrual is now in the range of \$70,000 to \$80,000 per month.
- 4. Attachment IV reflects the distinction of flood control project expenses by funding source. The attachment's format has been slightly altered from prior reports and now includes an interest earning resource column. This column allows the presentation by project of the February 17 County Commission approved \$4,596,165 interest earnings allocation. The interest earnings allocation had the effect of increasing project resources to a level that is consistent with each project's scope.

From the perspective of resource management, efforts have and will continue to focus on equalizing the fund's resources with its projected obligations. Efforts include the quarterly review of the Flood Control Fund's cash draw-down schedule with the Treasurer to maximize interest earnings. Also, the final funded interest earning project is temporarily delayed until the \$443,974 imbalance is resolved. In addition, projects currently in progress are closely monitored to ensure they do not exceed their authorized expenditure level. Utilizing the conservative fiscal management approach previously outlined, this analyst anticipates total project resources will match total project obligations by no later than December 31, 1987.

CS:bt

Attachments

cc: Mike Cool, Assistant County Manager Virginia Bax-Valentine, Chief Engineer, Regional Flood Control District Martin Manning, Director of Public Works Therral Jackson, Assistant Comptroller

FLOOD CONTROL BOND FUND FINANCIAL SUMMARY MARCH 31,1987

CATEGORY DESCRIPTION	1981 BOND PROJECTS	1984 BOND PROJECTS	BOND INTEREST PROJECTS	E.S.M. NET Impact	TOTALS
RESOURCE: NOND PROCEEDS & INTEREST SUPPLEMENTAL PROJECT REVENUE RESERVATION-ACCTS.RECEIVABLE	\$32,000,000 \$406,092 (\$46,500)	\$15,037,605 \$0 \$ 0	\$10,369,166 \$446,091 (\$222,156)	(\$1,404,568) \$0 \$0	\$56,002,203 \$852,183 (\$268,656)
TOTAL RESOURCES:	\$32,359,592	\$15,037,605	\$10,593,101	(\$1,404,568)	\$56,585,730

\$15,087,309

\$9,152,591

N.A.

ESTIMATED INTEREST EARNINGS

	(3/31/8/-8/30/8//
\$57,019,704	
(\$433,974)	\$177,800

,

USE: COMPLETED PROJECT COSTS & ON-GOING PROJECT AUTHORIZATIONS \$32,779,804 DOLLARS AVAILABLE AFTER DEDUCTING COMPLETED PROJECT COSTS AND ON-GOING PROJECTS AUTHORIZATIONS

(\$256,174)

ATTACHMENT II

COUNTY FLOOD CONTROL CAPITAL CONSTRUCTION REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES MARCH 31,1987 UPDATE

UNAUDITED

REVENUES	FY 81/82	FY 82/83	FY 83/84	FY 84/85	FY 85/86	UNAUDITED FY 86/87 AS OF 3/31/87
Charges for Services Ad Valorem Taxes M.V.F.T. Taxes Interest Miscellaneous	\$0 90 \$85,114 \$1,179,681 \$191	\$0 \$0 \$0 \$2,940,779 \$0	\$0 \$0 \$1,077 \$2,009,903 \$66,189	\$251,774 \$30 \$0 \$1,856,944 \$2,985	\$0 \$0 \$0 \$1,630,106 \$1,240	\$533,097 \$0 \$0 \$751,754 \$4,465
Total Revenues	\$1,264,986	\$2,940,779	\$2,077,169	\$2,111,733	\$1,631,346	\$1,289,316
EXPENDITURES						
Public Works	\$2,131,933	\$9,227,045	\$13,219,415	\$5,616,067	\$7,231,794	\$7,055,207
Total Expenditures	\$2,131,933	\$9,227,045	\$13,219,415	\$5,616,067	\$7,231,794	\$7,055,207
OTHER FINANCING SOURCES						
Bond Proceeds Fund Transfers	\$19,000,000 (\$918,011)*	\$13,000,000 \$0	\$0 (\$694,388)**	\$15,037,605 \$0	\$0 \$0	\$0 \$0
Total Other Sources	\$18,081,989	\$13,000,000	(\$694,388)	\$15,037,605	\$0	\$0
EXCESS (DEFICIENCY) Revenues + Other Sources Less Expenditures	\$17,215,042	\$6,713,734	(\$11,836,634)	\$11,533,271	(\$5,600,448)	(\$5,765,891)
FUND BALANCE Beginning Ending	\$834,773 \$18,049,815	\$18,049,815 \$24,763,549	\$24,763,549 \$12,926,915	\$12,926,915 \$24,460,186	\$24,460,186 \$18,859,738	\$18,859,738 \$13,093,847 ***

• Due to the 1981 legislative tax shift, this fund's expenses were centralized into the General Fund. With this movement, ending balances as well as pre-existing revenues were transferred to the General Fund for support of those expenses.

** Funds originally accounted for as a receivable to this fund at the close of FY 83/84 erroneously credited to the account and transferred to the County Street Improvement Construction Fund.

***The FY 86/87 third quarter Ending Fund Balance line item is reserved by \$7,563,789 for project encumbrances. This translates into an Ending Fund Balance (unreserved) of \$5,580,058.

ATTACHMENT IVa

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COUNTY FLOOD CONTOL BOND FUND PROJECT STATUS 1981 BOND PROCEEDS MARCH 31,1987 UPDATE

	(1)	(2)	(3)	(4)	(1+2+3+4)=(5)	(6) ACTUAL COST	(7) ENTITIES	(8)	(5-6)=(9)	(10)
PROJECT	ORIGINAL PROJECT ESTIMATE	INTEREST EARNINGS	SUPPLEMENTAL FUNDING	INTER-PROJECT TRANFERS	TOTAL PROJECT RESOURCES	OR CURRENT ESTIMATE	DIRECTLY IMPACTED	EXPENDITURES/ ENCUMBRANCES	BALANCE	PROJECT STATUS
BC GEORGIA CHANNEL BC GEORGIA CHANNEL BC PACIFICA WAY WINDMILL/HORSE PASTURE GODDSPRINGS CHANNEL INDIAN SPRINGS CHANNEL LAUGHLIN DIVERSION DIKE MOAPA VALLEY FLOOD REPAIR WILLOW ST. TOWN WASH 1-15 THROUGH TOWN MOAPA CHANNEL SHAPING NELSON DIVERSION DIKE OVERTON FLOOD REPAIR OVERTON FLOOD REPAIR OVERTON FLOOD CONTROL SFARCHLIGHT DIKE BLUE DIAMOND CHANNEL LAS VEGAS WASH CHANNEL LAS VEGAS WASH CHANNEL LAS VEGAS WASH CHANNEL RAINBOW STORM DRAIN FLAMINGO STORM DRAIN FLAMINGO STORM DRAIN FLAMINGO STORM DRAIN FLAMINGO STORM DRAIN SEC. I NELLIS STORM DRAIN SEC. II NELLIS STORM DRAIN SEC. IV MARION DR. BRIDGE SLOAN CHANNEL UNIT II SLOAN CHANNEL UNIT II	3360,000 \$100,000 \$100,000 \$100,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$50,000 \$50,000 \$50,000 \$10,000 \$50,000 \$10,000 \$50,000 \$1,000 \$1,000 \$2,800,000 \$1,500,000 \$2,800,000 \$2,000,000 \$2	\$0 \$0 \$0 \$0 \$0 \$10,000 \$10,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$360,000 \$100,000 \$100,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$38,574 \$75,000 \$40,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$11,750,000 \$11,750,000 \$11,750,000 \$11,500,000 \$1,500,000 \$1,500,000 \$1,500,000 \$1,500,000 \$1,500,000 \$1,500,000 \$1,500,000 \$1,250,000 \$1,500,000 \$1,500,000 \$1,250,000 \$1,250,000 \$1,634,857 \$2,864,356 \$366,039 \$353,370 \$2,406,092 \$1,700,000 FN9	# 360,027 # 100,000 # 100,000 # 185,000 # 12,018 # 20,000 # 1,211 # 38,864 # 75,000 # 40,000 # 40,000 # 10,000 # 11,634 # 48,600 # 11,634 # 1,637,801 # 1,637,801 # 1,637,801 # 1,634 # 1,637,801 # 1,637,802 # 1,637,	BOULDER CITY BOULDER CITY BOULDER CITY BOULDER CITY OUTLYING AREAS OUTLYING AREAS	\$360,027 \$100,000 \$100,000 \$16,077 \$12,018 \$1,85 \$1,211 \$38,864 \$75,000 \$50,000 \$1,801 \$396 \$413,241 \$48,606 \$841 \$11,634 \$1,637,801 \$629,734 \$3,299,501 \$41,697,801 \$629,734 \$3,299,501 \$41,637,801 \$629,734 \$3,299,501 \$1,486,624 \$2,094,416 \$1,275,311 \$2,331,196 \$395,178 \$936,034 \$1,287,596 \$335,458 \$3,260,114 \$490,409 \$91,935 \$739,719 \$3,180,046 \$555,939 \$189,223 \$614,192 \$2,032,253 \$4,489,464 \$32,495,104 \$0	(#27) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	COMPLETED COMPLETED DESIGN COMPLETED DESIGN COMPLETED DESIGN COMPLETED COMPL
TOTALS	\$32,000,000	\$1,745,000	\$406,092	\$0		\$32,779,804		\$32,495,104	\$1,326,288	

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ATTACHMENT IVA CONTINUED (FOOTNOTES) MARCH 31,1987 UPDATE

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1 The Overton Flood Repair, Overton Flood Control and Moapa Valley Flood Repair projects were combined leaving a net overage of \$6,637 which was provided by the United States Soil Conservation Service due to their request for non-budgeted project expenses.

12 The City of Las Vegas contributed \$68,875 to fund a nuisance drain to Nature Park.

13 The County contributed 979,137 to fund additional pipe north on Torrey Pines.

14 The City of Las Vegas contributed \$314 to assist in funding the Marion Drive Bridge Project.

15 Developer paid \$16,863 to fund a portion of the Sloan Channel Unit I Project.

15 Developer paid \$66,039 to fund a portion of the Bonanza Box at Sloan Project.

47 F.F.M.A. to reimburse \$46,500 in construction costs for the Charleston Box at Sloan Project.Also,\$5,805 was provided by the Las Vegas Valley Water District, as well as \$3,050 from Centel and \$108,015 from developers for expenditures not budgeted.

18 The City of Las Vegas contributed \$4,857 to assist in funding the Cedar Avenue Channel Project.

19 The County Commission allocated \$1.7 million of bond proceed interest earning to complete the final 1981 flood control bond project. '(Angel Park Detention Facility)

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ATTACHMENT IV5

COUNTY FLOOD CONTROL BOND FUND PROJECT STATUS 1984 BOND PROCEEDS MARCH 31,1987 UPDATE

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	(1) ORIGINAL PROJECT ESTIMATE	(2) Interest Earnings	(3) SUPPLEMENTAL FUNDING .	(4) INTER-PROJECT TRANFERS	(1+2+3+4)=(5) TOTAL PROJECT ALLOCATION	(6) ACTUAL COST OR CURRENT ESTIMATE	(7) ENTITIES DIRECTLY IMPACTED	(8) EXPENDITURES/ ENCUMBRANCES	(5-6)=(9) BALANCE	(10) PROJECT STATUS
OJECT WELLI STREET DRAIN WN WASH DOGIA AVENUE CHANNEL ICDGES VILLA/PACIFICA ICK CREEK CHANNEL CHANNEL CHANNEL CHANNEL CHANNEL OKAN ROAD TENTION BASIN VALLEY VIEW SHINGTON/STEWART RCBS TENTION BASIN SOUTHNEST IRTLAND/VEGAS VALLEY S.D. JOAN CHANNEL OVENS AVENUE PRING VALLEY DRAINAGE	\$75,000 \$25,000 \$10,000 \$1,250,000 \$1,250,000 \$1,575,000 \$1,75,000 \$2,500,000	\$25,000 \$0 \$100,000 \$600,000 \$00 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$0 \$0 \$160,000 FN (\$160,000 JFN \$0 (\$2,500,000 JFN \$2,500,000 JFN \$0 (\$2,500,000 JFN \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$100,000 \$25,000 1 \$440,000 1 \$0 \$1,350,000 \$2,175,000 \$175,000 2 \$4,500,000 \$700,000 3 \$5,325,000 \$240,000 \$630,000	\$100,000 \$25,000 \$440,000 \$1,350,000 \$2,175,000 \$175,000 \$75,000 \$4,500,000 \$440,000 \$440,000 \$240,000	MARNA VALLEY MESQUITE BOULDER CITY BOULDER CITY HENDERSON N. LAS VEGAS LAS VEGAS LAS VEGAS LAS VEGAS COUNTY COUNTY COUNTY COUNTY COUNTY	490,181 \$25,000 \$440,000 \$1,253,864 \$2,175,000 \$175,000 \$175,000 \$44,500,000 \$572,390 \$4,783,072 \$212,252 \$392,252 \$218,665	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	CONSTRUCTION COMPLETED COMPLETED REFER TO FNI CONSTRUCTION CONSTRUCTION COMPLETED COMPLETED COMPLETED CONSTRUCTION CONSTRUCTION DESIGN CONSTRUCTION
JETOTALS DND PROCEED AJUSTMENT	\$15,300,000 FN4 (\$262,395)	\$860,000 \$0	\$0 \$0	\$0 \$0	\$16,160,000 FN (\$262,395)	\$0		\$14,837,696 \$0	\$1,072,691 F1 (\$262,395)	
4 BOND PROJECT TOTALS	\$15,037,605 FN4	\$860,000	\$0	\$0	\$15,897,605 FN	4 \$15,087,309		\$14,837,696	\$810,296 F	K4

N1 Boulder City has received approval to transfer all Villa and Pacifica Bridge dollars to the Georgia Avenue Channel Project.

32 The City of Las Vegas received approval to tranfer all Detention Basis Pennwood funding to the Detention Basis Valley View Project.

N3 The County Commission approved the transfer of \$500,000 from the Detention Basis Southwest Project to the Spring Valley Drainage Project.

N4 Please note, that although project allocations total to \$15,300,000, actual dollars received through the bond sale equaled \$15,037,605 which is \$262,395 less than the total allocation.

ATTACHMENT IVC

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COUNTY FLOOD CONTROL BOND FUND PROJECT STATUS INTEREST EARNINGS MARCH 31,1987 UPDATE

	(1)	(2)	(3)	(4)	(1+2+3+4)=(5)	(6) ACTUAL COST	(7) ENTITIES	(8)	(5-6)=(9)	(9)
JECT	ORIGINAL PROJECT ESTIMATE	INTEREST EARNINGS INCREASE	SUPPLEMENTAL FUNDING	INTER-PROJECT TRANFERS	TOTAL PROJECT ALLOCATION	OR CURRENT ESTIMATE	DIRECTLY	EXPENDITURES/ ENCUMBRANCES	BALANCE	PROJECT STATUS
FFALO DR./CHANNEL IDGE REP. D.I./FLAN. WASH IDGE REP. LAMB/FLAM. WASH IDGE REP. EAST./FLAM. WASH JAVE BRIDGE/CHANNEL AMINGO WASH ACQUISITION V. WASH S. VEGAS VALLEY DR. RER CIRCLE UMINGO FEASIBILITY STUDY JK CREEK EXTENSION	\$90,000 \$245,000 \$365,000 \$315,000 \$15,000 \$15,000 \$50,000 \$200,000 \$200,000 \$0	\$0 \$0 \$157,000 \$95,500 \$0 \$0 \$744,665 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$11,715 FM \$0 \$223,935 FM \$0 \$205,335 FM \$5,106 FM \$0 \$0 \$0	(\$70,000)FH 5 \$207,000 FN (\$158,000)FN 7 \$0	\$90,000 2 \$265,000 \$533,715 4 \$270,500 5 \$745,935 6 \$7,000 \$1,500,000 \$30,106 \$200,000	\$44,141 \$265,000 \$33,486 \$270,500 \$745,935 \$6,145 \$1,500,000 \$30,941 \$160,996 \$1,447	COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY	\$44,141 \$261,704 \$533,486 \$25,400 \$741,554 \$6,145 \$320,383 \$30,941 \$160,996 \$1,447	\$45,859 \$0 \$229 \$0 \$80 \$855 \$0 (8835) \$39,004 (\$447)	COMPLETED CONSTRUCTION COMPLETED DESIGN CONSTRUCTION COMPLETED DESIGN COMPLETED COMPLETED COMPLETED
STOTAL-APRIL 1984 PROJECTS	\$2,200,000	\$997,165	\$446,091	\$0	\$3,643,256	\$3,558,591		\$2,126,197	\$84,665	
GEL PARK DET. FAC. 11			REFER TO FOOTN	OTE 1 (FN1)			LAS VEGAS			COMPLETED
C. AVENUE I C. EL CAMINO WAY APA VALLEY VN VASH BRIDGE CROSSINGS NSET ROAD DRAIN WES SMK RNCH CAREY	\$145,000 \$115,000 \$265,000 \$150,000 \$300,000 \$1,925,000	\$0 \$0 \$260,000 \$400,000 \$500,000	80 80 80 80 80 80	\$0 \$0 \$0 \$0 \$0 \$0 \$0	\$145,000 \$115,000 \$265,000 \$410,000 \$700,000 \$2,425,000	\$185,000 \$75,000 \$265,000 \$410,000 \$700,000 \$2,425,000	BOULDER CITY BOULDER CITY OUTLYING AREA MESOUITE HENDERSON L.V./W.L.V./CNT)	\$145,000 \$115,000 \$21,062 \$410,000 \$300,000 \$2,103,297	(\$40,000) \$40,000 \$0 \$0 \$0 \$0 \$0	CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION BID CONSTR. (PHASE 1 OF 3)
BTOTAL-FEB. 1985 PROJECTS	\$2,900,000	\$1,160,000	\$ 0	\$0	\$4,060,000	\$4,060,000		\$3,094,359	\$0	
LLOW STREET DRAIN RADISE/FLANINGO WASH RIGHT-OF-W. GEL PARK DRAINAGE OD ACERS STORM DRAIN CHAMAN BLVD. CULVERT ITMAN WASH DRAINAGE BTOTAL-JAN. 1987 PROJECTS	434,000 41,000,000 REFER TO FN9 REFER TO FN9 REFER TO FN9 REFER TO FN10 \$1,534,000	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	40 80 80 80 80 80 80	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$34,000 \$500,000 \$1,000,000 REFER TO FN9 REFER TO FN9 REFER TO FN10 \$1,534,000	#34,000 #500,000 #1,000,000 REFER TO FN9 REFER TO FN9 REFER TO FN10 #1,534,000	MESQUITE COUNTY LAS VEGAS BOULDER CITY BOULDER CITY HENDERSON	90 \$0 \$0 \$0 \$0 \$0 \$0	. \$0 \$0 \$0 \$0 \$0 \$0 \$0	UNSCHEDULED APPRAISAL UNSCHEDULED UNSCHEDULED UNSCHEDULED UNSCHEDULED
TEREST EARNING PROJECT TOTALS	\$6,634,000	\$2,157,165	\$446,091	\$0	\$9,237,256	\$9,152,591		\$5,220,556	\$84,665	

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ATTACHMENT III

COUNTY FLOOD CONTROL CAPITAL CONSTRUCTION FUND INTEREST INCOME SUMMARY MARCH 31,1987 UPDATE

	FY 81/82	FY 82/83	FY 83/84	FY 84/85	FY 85/86	UNAUDITED FY 86/87
JULY	\$0	\$126,875	(\$201,229)*	\$154,586	\$288,121	\$105,328
AUGUST	\$0	\$261,776	\$206,257	\$115,380	\$139,080	(\$239,346)+
SEPTEMBER	\$0	\$189,562	\$204,017	\$98,079	\$137,203	\$119,555
OCTOBER	90	\$305,710	.\$383,680	\$95,549	\$210,985	\$125,273
NOVEMBER	\$0	\$279,537	\$177,870	\$82,225	\$74,827	\$93,960
DECEMBER	\$0	\$202,878	\$187,672	\$169,010	(\$305,442)*	\$147,757
JANUARY	\$0	\$57,688 *	\$241,222	\$106,165	\$120,210	\$27,043
FEBRUARY	\$97,125	\$295,890	\$130,358	\$74,828	\$122,125	\$179,253
MARCH	\$178,325	\$261,750	\$79,417	(\$55,772)*	\$110,213	\$192,931 **
APRIL	\$240,636	\$240,968	\$93,406	\$206,746	\$123,505	
MAY	\$216,249	\$110,854	\$274,380	\$165,638	\$168,386	
JUNE.	\$447,346 **	\$607,291 **	\$232,852 **	\$644,510 **	\$440,893 **	
TOTAL	\$1,179,681	\$2,940,779	\$2,009,902	\$1,856,944	\$1,630,106	\$751,754
TOTAL IN	TEREST EARNED					\$10,369,166
• Revers	ing out prior f: \$0	iscal year revenu (\$369,811)	(\$332,388)	(\$96,929)	(\$593,611)	(\$324,837)
++ Accrui	ng fiscal year : \$369,811	revenues \$322,388	\$96,929	\$593,611	\$324,837	\$125,000

ATTACHMENT IVC CONTINUED (FOOTNOTES) MARCH 31,1987 UPDATE

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FN1 To ensure completion of the 1981 bond projects \$1,700,000 of interest earnings was allocated to balance project resources and expenses.

FN2 The Bridge Repair Project-Desert Inn at Flamingo required a \$20,000 reallocation of funds from the Bridge Repair Project-Eastern at Flamingo Wash.

FN3 F.E.M.A. is expected to provide \$11,715 for the Bridge Repair Project - Lawb at Flawingo Wash.

FN4 A total of \$70,000 in Bridge Repair - Eastern at Flamingo Wash funding has been reallocated. Of that total, \$50,000 was allocated to the Mojave Bridge Channel Project and \$20,000 to the Bridge Repair - Desert Inn at Flamingo Wash Project.

FNS Lincoln Properties has contributed #223,935 for its portion of the Mojave Bridge Channel Project. In addition, #50,000 and #157,000 have been reallocated from the Bridge Repair - Eastern at Flamingo Wash and the Flamingo Wash Acquisition Projects, respectively. Thus, the Mojave Bridge Channel Project has received #430,935 in supplemental funding to date.

FN5 A total of \$158,000 in Flamingo Wash Acquisition funding has been reallocated. Of that total, \$157,000 was allocated to the Mojave Bridge the Mojave Bridge Channel Project and \$1,000 to the Duck Creek Extension Project.

FN7 F.E.M.A. is expected to provide 0205,335 for the Las Vegas Wash/Vegas Valley Drive Project.

FN8 F.E.M.A. is expected to provide \$5,106 for the Bunker Circle Project.

FN9 The Wood Acres Storm Drain Project is estimated to cost \$60,000 while the Buchanan Boulevard Culvert Project is estimated at \$20,000. Interest earning ,or other funds accumulated above existing project authorizations can be applied to these project.

FNIO The Pittman Wash Channel Design does not include a recommended project allocation due to funding limits during the reporting period. Interest earning ,or other funds accumulated above existing project authorizations can be applied to this project.

FUND BALANCE

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REGIONAL FLOOD CONTROL DISTRICT

FUND 286

APRIL 30, 1987

CURRENT	ASSETS
CORGAI	LOURIO

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Beginning cash balance April 1	\$ 315,290.58
Receipts:	
1. Interest earnings	1,840.96
2. Sale of Flood Control Master Plan	240.00
3. Refund from Corps of Engineers	13,000.00
TOTAL ASSETS APRIL 30	\$ 330,371.54

CURRENT LIABILITIES

Payments in April, 1987:		
1. RTC Payroll(7-85 thru 4-87)	\$ 20,441.16	
2. Administrative Expenditures	9,623.27	
TOTAL LIABILITIES	APRIL 30	\$ 30,064.43
FUN	D BALANCE	\$ 300,307.11
Cumulative Payroll Delinquent Receivable Real Property Delinquent Receivable Personal Prop		\$ 20,441.16 4,127.18 110.22
		\$ 324,985.67
OTHER RESOURCES: Cost Sharing Escrow Account Balance (as of	4/30/87)	\$ 123,499.59

REGIONAL FLOOD CONTROL DISTRICT

. APRIL, 1987

MONTHLY EXPENDITURE REPORT

FUND 286

		REFERENCE		
ATE	VENDOR	NUMBER	AMOUNT	TOTAL
4/01	Universal Travel	Inv.#189852	\$ 58.00	
4/07	Central Supply	March	64.75	
4/09	Ms. Bax-Valentine	Reimbursement	17.00	
4/09	Conference Center	Registration fees	50.00	
4/09	Clark County Treasurer	Reimbursement	76.50	
4/09	Clark County Treasurer	Reimbursement	76.50	
4/13	Clark County Insurance Pool	Inv.#22844	500.00	
4/13	Ms. Bax-Valentine	Reimbursement	11.00	
4/15	AVIS	Inv.#320696342	91.84	
4/15	Central Communications	2/8 - 3/7/87	179.36	
4/21	Central Duplicating	March	288.40	
4/21	Universal Travel	Inv.#189967	198.00	
4/22	Universal Travel	Inv.#190193	58.00	
				\$ 1,669.35
4/30	Payroll	April	\$ 6,284.10	
4/30	Retirement & Insurance	April	1,669.82	
				\$ 7,953.92
	TOTAL EXPENDED - APRIL, 1987			\$ 9,623.27

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