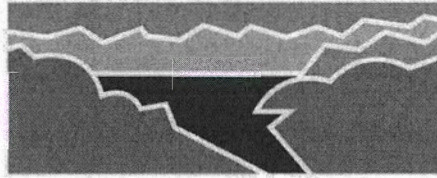


# REGIONAL FLOOD CONTROL DISTRICT



## NOTICE OF PUBLIC MEETING

### CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT BOARD OF DIRECTORS

OCTOBER 12, 2017  
8:30 A.M.

CLARK COUNTY COMMISSION CHAMBERS  
500 SOUTH GRAND CENTRAL PARKWAY  
LAS VEGAS, NV 89155

#### \*\*FOR ADDITIONAL INFORMATION CONTACT:

DEANNA HUGHES, BOARD SECRETARY  
600 SOUTH GRAND CENTRAL PARKWAY, SUITE 300  
LAS VEGAS, NEVADA 89106  
(702) 685-0000

TT/TDD: Relay Nevada toll free (800) 326-6868

This meeting has been properly noticed and posted at the following locations:

Clark County Regional Flood Control District 600 South Grand Central Parkway Las Vegas, Nevada 89106	Clark County Regional Flood Control District Worldwide Website <a href="http://www.regionalflood.org">www.regionalflood.org</a>
Clark County Government Center 500 South Grand Central Parkway Las Vegas, Nevada 89155	City of Boulder City 401 California Boulder City, Nevada 89024
City of Henderson 240 Water Street Henderson, Nevada 89015	City of Las Vegas 495 S. Main Street Las Vegas, Nevada 89101
City of Mesquite 10 East Mesquite Boulevard Mesquite, Nevada 89027	City of North Las Vegas 2250 Las Vegas Boulevard North Ste. 800 North Las Vegas, Nevada 89030
The Notice, Agenda, and Agenda Full-Backup have been posted on the District's Website at <a href="http://www.regionalflood.org">www.regionalflood.org</a>	The Notice has been posted on the State of Nevada Public Notice Website at <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>

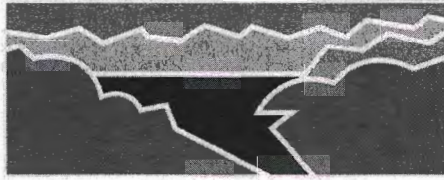
By: *Rochelle Davis*

\*\*Supporting material available upon request.

1. **Comments By the General Public**

This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Regional Flood Control District Board of Directors about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments By the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Regional Flood Control District Board of Directors wishes to extend the length of a presentation, this will be done by the Chairman, or the Regional Flood Control District Board of Directors by majority vote.

# REGIONAL FLOOD CONTROL DISTRICT



## CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT BOARD OF DIRECTORS OCTOBER 12, 2017 8:30 A.M.

- Items on the agenda may be taken out of order.
- The Regional Flood Control District Board of Directors may combine two or more agenda items for consideration.
- The Regional Flood Control District Board of Directors may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

### I. Call to Order

#### 1. Comments By the General Public

This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Regional Flood Control District Board of Directors about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments By the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Regional Flood Control District Board of Directors wishes to extend the length of a presentation, this will be done by the Chairman, or the Regional Flood Control District Board of Directors by majority vote.

2. Action to approve the agenda with deletion of any items (*For possible action*)
3. Action to approve the minutes of the September 14, 2017 meeting (*For possible action*)
4. Discuss General Manager's Monthly Report

### II. **\*\*\*Consent Agenda – Items #05 through #11 are considered by the Regional Flood Control District to be routine and may be acted upon in one motion. However, the Board of Directors may discuss any consent item individually if requested by a Board member or a citizen when the consent agenda is considered for approval. Items considered for approval include the staff recommendation.**

**Administration**

5. Action to accept the financial reports *(For possible action)*
6. Action to adopt amendments to the Ten Year Construction Program *(For possible action)*
7. Action to adopt amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update or take any other action deemed appropriate *(For possible action)*
8. Action to authorize the General Manager to sign an agreement with Sherman & Howard, Clark County, and the Clark County Regional Flood Control District confirming the engagement with Sherman & Howard as Bond Counsel and to represent the District and Clark County in connection with the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Regional Flood Control Crossover Refunding Bonds (Additionally Secured By Pledged Revenues) *(For possible action)*
9. Discuss and approve a Request for Proposals (RFP) for Flood Safety Advertising Services and authorize the General Manager to solicit and review proposals from qualified firms *(For possible action)*
10. Action to approve the second amendment to the professional services agreement with Stantec Consulting Services, Inc., to extend the term of the agreement for the National Pollutant Discharge Elimination System for the Las Vegas Valley *(For possible action)*
11. Self-Funded Group Medical and Dental Benefit Plan *(For possible action)*
  - a. Action to approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department adopting an amended Self-Funded Group Medical and Dental Benefit Plan, effective, January 1, 2018
  - b. Action to approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark County, Clark County Water

Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department establishing new rates for the Self-Funded Health Benefits Plan, effective January 1, 2018

**\*\*\* End of Consent Agenda**

**III. Discussion items**

**Design and Construction**

12. Gowan North – El Capitan Branch, Lone Mountain to Ann Road (*For possible action*)
  - a. Action to accept the project presentation
  - b. Action to approve and authorize the Chairman to sign the interlocal contract for construction

**Administration**

13. Action to adopt the Fiscal Year 2016-17 Annual Report and Mini Summary Report and authorize the General Manager to provide copies to the public at no cost (*For possible action*)
14. **Comments By the General Public**

A period devoted to comments by the general public about matters relevant to the Regional Flood Control District Board of Directors jurisdiction will be held. No vote may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Regional Flood Control District Board of Directors wishes to extend the length of a presentation, this will be done by the Chairman, or the Regional Flood Control District Board of Directors by majority vote.

All comments by speakers should be relevant to the Regional Flood Control District Board of Directors action and jurisdiction.

# REGIONAL FLOOD CONTROL DISTRICT



**Steven C. Parrish, P.E.**  
General Manager/Chief  
Engineer

**BOARD OF DIRECTORS**

**Lawrence L. Brown, III**  
Chairman  
Clark County

**Debra March**  
Vice-Chairman  
City of Henderson

**David Ballweg**  
City of Mesquite

**Chris Giunchigliani**  
Clark County

**Mayor Carolyn Goodman**  
City of Las Vegas

**Mayor John J. Lee**  
City of North Las Vegas

**Dr. Lois Tarkanian**  
City of Las Vegas

**Mayor Rodney Woodbury**  
City of Boulder City

MEMORANDUM  
OCTOBER 12, 2017

TO: BOARD OF DIRECTORS

FROM: STEVEN C. PARRISH, P.E.  
GENERAL MANAGER/CHIEF ENGINEER

DATE: October 4, 2017

**I. Call to Order**

**1. Comments By the General Public**

This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Regional Flood Control District Board of Directors about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments By the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Regional Flood Control District Board of Directors wishes to extend the length of a presentation, this will be done by the Chairman, or the Regional Flood Control District Board of Directors by majority vote.

**2. Action to approve the agenda with deletion of any items (*For possible action*)**

The agenda is in order for approval.

**3. Action to approve the minutes of the September 14, 2017 meeting (*For possible action*)**

The minutes are in order for approval.

**4. Discuss General Manager's Monthly Report**

Receive the report.



Memorandum  
Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
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- II. **\*\*\*Consent Agenda – Items #05 through #11 are considered by the Regional Flood Control District to be routine and may be acted upon in one motion. However, the Board of Directors may discuss any consent item individually if requested by a Board member or a citizen when the consent agenda is considered for approval. Items considered for approval include the staff recommendation.**

#### **Administration**

5. **Action to accept the financial reports (For possible action)**  
The reports are in order for acceptance.

6. **Action to adopt amendments to the Ten Year Construction Program (For possible action)**  
In accordance with Policies and Procedures Section II.B.9 general amendments can be processed to address scheduling changes and/or the need for additional funding. This agenda item addresses requested changes in funding, positive and negative, associated with this agenda as they impact the Ten Year Construction Program (TYCP). Staff, TAC and CAC recommend approval.

7. **Action to adopt amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update or take any other action deemed appropriate (For possible action)**  
The District Policies and Procedures Manual – Section XIII, states that the Advisory Committees will review the policies and procedures in August of each year; thereafter the amended manual will be presented to the Board for adoption. Staff has proposed changes to the following sections:

**Section II.A.1.b; II.A.2.c – Master Plan Updates, Changes and Amendments (pages 14 -15):** Both sections will redefine that the District will submit master plan updates and master plan changes and amendments to the Southern Nevada Regional Planning Coalition to ensure conformity with the Regional Policy Plan. These sections will delete Southern Nevada Strong as an agency who the District or entity will submit the proposed update, change or amendment.

Staff, TAC and CAC recommend to adopt amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update.



Memorandum

Clark County Regional Flood Control District

Board of Directors Meeting of October 12, 2017

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8. **Action to authorize the General Manager to sign an agreement with Sherman & Howard, Clark County, and the Clark County Regional Flood Control District confirming the engagement with Sherman & Howard as Bond Counsel and to represent the District and Clark County in connection with the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Regional Flood Control Crossover Refunding Bonds (Additionally Secured By Pledged Revenues) (For possible action)**

On November 13, 2008, the Board adopted Resolution No. 08-5 authorizing the District to secure up to \$300 million in general obligation commercial paper, notes, bonds, and other securities, or any combination thereof. On May 21, 2009, the Board of Directors approved Resolution No. 09-1 consenting and agreeing to be bound by the provisions of the 2009 Flood Control Bond Ordinance authorizing the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Flood Control Bonds (Additionally Secured by Pledged Revenues), Series 2009A and Series 2009B, subject to the Clark County Board of Commissioners adoption of the Flood Control Bond Ordinance. At the District's request on June 2, 2009, the Board of County Commissioners approved an Ordinance authorizing the Sale of the General Obligation (Limited Tax) Flood Control Bonds (Additionally Secured by Pledged Revenues), Series 2009B.

On September 14, 2017, The Board adopted Resolution No. 17-5 authorizing the District to issue Clark County, Nevada, General Obligation (Limited Tax) Flood Control Crossover Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2017 for the purpose of refinancing all or a portion of the outstanding Clark County, Nevada, General Obligation (Limited Tax) Flood Control Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2009B for interest rate savings and consented to and agreed to be bound by the provisions of the 2017 Flood Control Crossover Refunding Bond Ordinance.

The District Attorney has reviewed the agreement. Staff recommends that the Board approve and authorize the General Manager to sign the agreement between Sherman & Howard, Clark County, and the Clark County Regional Flood Control District confirming the engagement with Sherman & Howard as bond





Memorandum

Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
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counsel and to represent Clark County and the Clark County Regional Flood Control District in connection with the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Flood Control Crossover Refunding Bonds (Additionally Secured by Pledged Revenues) in an amount not to exceed \$120,000,000.

**9. Discuss and approve a Request for Proposals (RFP) for Flood Safety Advertising Services and authorize the General Manager to solicit and review proposals from qualified firms (*For possible action*)**

Since 1991, the Clark County Regional Flood Control District has had a Flood Safety Advertising Services contract with firm(s) to inform and educate the public on the inherent dangers of flash flooding in Clark County. The District currently has a contract with Robertson Partners that ends February 8, 2018.

To prepare for the RFP process, staff has drafted a preliminary RFP, which contains a draft Contract for Services, draft Scope of Services and a proposed timeline.

Staff is recommending that the following process be used for the RFP:

- The RFP is presented to the Board for consideration.
- Board authorizes the General Manager/Chief Engineer to issue the RFP
- The General Manager/Chief Engineer issues the RFP
- A Pre-Proposal Conference is held with firms interested in submitting a proposal
- The proposals are to be received by Monday, November 27, 2017 by 4:00 p.m.
- The proposals are reviewed and rated by a review panel, which may be comprised of RFCD staff, CAC members and/or entity staff
- The District approves a short list of finalists and schedules the presentations
- The finalists make a presentation to the review panel
- Review panel ranks finalists and makes recommendation to the Board for consideration
- Board approves a firm and authorizes District to negotiate a contract
- CAC reviews the contract and recommends approval
- The Board reviews and awards the contract



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Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
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Staff is recommending that the contract be for a one-year term with up to four options to renew for one-year periods. If the contract is approved in this manner, a coordinated advertising campaign would be developed utilizing a theme that could be repeated over several years. One time production costs will help maximize dollars spent on media placement.

Staff and CAC are recommending approval of the RFP for Flood Safety Advertising Services, and authorize the General Manager/Chief Engineer to issue a request for proposals, review proposals from qualified firms, select a consultant and negotiate a professional services contract.

**10. Action to approve the second amendment to the professional services agreement with Stantec Consulting Services, Inc., to extend the term of the agreement for the National Pollutant Discharge Elimination System for the Las Vegas Valley (*For possible action*)**

On June 9, 2016 the District entered into a Professional Services Agreement (Agreement) with MWH Americas, Inc., for the National Pollutant Discharge Elimination System (NPDES) Permit Compliance for the Las Vegas Valley. On January 12, 2017, the District Board approved an Assignment to the existing Agreement which assigned the Agreement from MWH Americas, Inc., to Stantec Consulting Services, Inc.

This Second Amendment to the Agreement extends the term of the Agreement from July 1, 2016 to December 31, 2017 to complete work associated with the transfer of all data and documentation prepared during the contract period and miscellaneous tasks to close-out the contract. All terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect and shall be binding on the Consultant.

The District Attorney has reviewed the Amendment. Staff recommends approval.

**11. Self-Funded Group Medical and Dental Benefit Plan (*For possible action*)**

- a. Action to approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark**



Memorandum  
Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
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**County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department adopting an amended Self-Funded Group Medical and Dental Benefit Plan, effective, January 1, 2018**

The Self-Funded Group Medical and Dental Benefits Plan (Plan) was established in 1984, to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The following are proposed Plan modifications for the upcoming plan year, effective January 1, 2018:

- Grandfathering of covered domestic partner dependents as of January 1, 2018. After this date, domestic partners will no longer be considered eligible dependents; however, same sex spouses have been covered dependents since their legal recognition and will continue to be eligible dependents.
- Special enrollment corrections to comply with Health Insurance Portability and Accountability Act (HIPAA) and Section 125 Plan requirements.
- Expansion to provide network coverage from the regional 100-mile radius of Clark County to across Nevada. Additionally, members will be able to access the provider network when outside of Nevada in certain circumstances and with prior approval of the Plan Administrator as required.
- Expansion of contraceptive coverage as required by recent statutory changes including the availability to obtain 12-months of contraceptives at one time in certain circumstances.
- Various clarifications to assist members more clearly understand how the Plan is administered including:
  - When pre-authorization is required.
  - Notification of the use of prescription



Memorandum  
Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
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- formulary and care management programs.
- Additional information regarding Medicare Part D prescription plan requirements.
- Clarification of definitions of covered and excluded services.
- Identify the laws of Nevada as governing in the administration of the Plan.

The above noted changes have been discussed with the SEIU, as required by their collective bargaining agreement. Staff recommends approval.

- b. **Action to approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department establishing new rates for the Self-Funded Health Benefits Plan, effective January 1, 2018**

The Self-Funded Group Medical and Dental Benefits Plan was established in 1984, to provide group medical and dental benefits to the employees of Clark County and affiliated entities. Since the inception of the Plan, premium rates have increased by approximately 5% per year, on average. The last premium increase of 5% was approved by RFCD's District Board of Directors on October 13, 2016.

The Plan is not proposing a rate increase for plan year 2018. Staff recommends approval.

**\*\*\* End of Consent Agenda**



Memorandum  
Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
Page 8 of 9

**III. Discussion items**

**Design and Construction**

**12. Gowan North – El Capitan Branch, Lone Mountain to Ann Road (*For possible action*)**

**a. Action to accept the project presentation**

The Gowan North – El Capitan Branch, Lone Mountain to Ann Road is described in the 2013 Master Plan Update as Facility Number GOEC, 0026, 0051 and 0076. It is further identified in the Regional Flood Control District's Ten-Year Construction Program with construction scheduled to begin in FY 2017-2018. The proposed improvements include construction of a 10' x 7' RCB to 10' x 8' RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road. Design drawings and specifications are at 90% complete, right-of-way has been obtained and all necessary permits for project acquired.

Representatives from the City of Las Vegas will be available to respond to any questions following the brief presentation. Staff, TAC and CAC recommend accepting the project presentation.

**b. Action to approve and authorize the Chairman to sign the interlocal contract for construction**

The City of Las Vegas has submitted a request to approve an interlocal contract in the amount of \$9,630,600 for construction and construction engineering of the Gowan North, El Capitan Branch, Lone Mountain to Ann Road project.

The proposed improvements include construction of a 10' x 7' RCB to 10' x 8' RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road.

With the total project construction cost of \$8.2 million, approximately 97 jobs will be created or sustained with this project.



Memorandum  
Clark County Regional Flood Control District  
Board of Directors Meeting of October 12, 2017  
Page 9 of 9

This project is included in Year 1 of the Ten Year Construction Program. The District Attorney has reviewed the contract. Staff, TAC and CAC recommend approval subject to approval of the Ten Year Construction Program Amendment item on this agenda.

#### **Administration**

**13. Action to adopt the Fiscal Year 2016-17 Annual Report and Mini Summary Report and authorize the General Manager to provide copies to the public at no cost (*For possible action*)**

In accordance with Nevada Revised Statutes (NRS) 543.5955, the District publishes an annual report summarizing the District's accomplishments and highlighting the flood control improvements completed in that year. The report also provides information about District finances, programs, partnerships and outreach efforts, among other things. The District produced the report electronically, which helps promote sustainability of our natural resources. A Mini Summary of the report has also been printed for distribution.

I would like to acknowledge the dedicated support of the District's staff in accomplishing the wide variety of tasks highlighted in this annual report. Without their commitment, the District could not achieve its goals, complete the magnitude of construction projects included in this year's annual report, nor address the dynamic needs of the community we serve.

It is recommended that the Board authorize the General Manager to provide copies of the annual report and the summary to the public at no cost.

**14. Comments By the General Public**

Respectfully submitted,

A handwritten signature in black ink that reads "Steven C. Parrish".

Steven C. Parrish, P.E.  
General Manager/Chief Engineer

**MINUTES**  
**CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT**  
**BOARD OF DIRECTORS**  
**SEPTEMBER 14, 2017**  
**8:30 A.M.**

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*These minutes are prepared in compliance with NRS 241.035. Text is in summarized rather than verbatim format. For complete contents, please refer to meeting tapes on file at the Regional Flood Control District.*

**MEETING NOTICES:** Public Notices of this meeting were properly posted by Dorothy Davis of the Regional Flood Control District in the following locations: Boulder City City Hall, Clark County Government Center, Henderson City Hall, Las Vegas City Hall, Mesquite City Hall, North Las Vegas City Hall, Clark County Regional Flood Control District Offices and the Clark County Regional Flood Control District Worldwide Website ([www.regionalflood.org](http://www.regionalflood.org)) and the State of Nevada Public Notice Website (<https://notice.nv.gov/>).

**MEMBERS PRESENT:** Lawrence L. Brown, III, Chairman, Clark County  
Mayor Debra March, Vice Chair, City of Henderson  
Chris Giunchigliani, Clark County  
Carolyn G. Goodman, City of Las Vegas  
Dr. Lois Tarkanian, City of Las Vegas  
Rodney S. Woodbury, City of Boulder City  
David Ballweg, City of Mesquite

**MEMBERS ABSENT:** John J. Lee, City of North Las Vegas

**STAFF:** Steven C. Parrish, General Manager/Chief Engineer  
Andrew Trelease, Assistant General Manager  
Christopher Figgins, Chief Deputy District Attorney  
Todd Myers, Engineering Director  
Jeanine Pitts-Dilworth, Administrative Services Director  
John Tennert, Environmental Mitigation Manager  
Erin Neff, Public Information Manager  
Brian Rowley, Principal Civil Engineer  
Deanna Hughes, Senior Management Analyst  
Jessica Butte, Management Analyst II  
Chris Russo, Management Analyst II  
Michael Todd, Systems Administrator  
Craig McDougall, Senior Hydrologist  
Lillie Collins, Programmer Analyst II  
Beatriz Martinez, Public Information Coordinator  
Geraldine Cruz, Senior Financial Office Specialist  
Sherry Allen, Senior Office Specialist  
Elizabeth Bacani, Office Specialist  
Dorothy Davis, Senior Office Specialist

**I. Call to Order**

**Commissioner Brown called the meeting to order at 8:40 a.m. in the Clark County Board of County Commissioners Chambers, 500 S. Grand Central Parkway.**

**1. Comments By the General Public**

There was no response to the call for Comments By the General Public.

**2. Action to approve the agenda with deletion of any items (*For possible action*)**

**Upon a motion by Mayor March, the agenda was approved.**

**VOTE: 7 AYES – 0 NAYS**

**3. Action to approve the minutes of the August 10, 2017 meeting (*For possible action*)**

**Upon a motion by Mayor March, the minutes of the August 10, 2017 meeting were approved.**

**VOTE: 7 AYES – 0 NAYS**

**4. Discuss General Manager's Monthly Report**

Mr. Parrish stated he had a few things to speak about. There will be a new construction project to the final phase of Duck Creek at Dean Martin, connecting the central and lower piece of the Duck Creek Detention Basin. Target Construction was awarded the bid in the amount of \$3,087,867.30, of which the Regional Flood Control District's share is \$2,751,559.14 of the cost. Clark County will manage the construction management process of the project. This project started in August 2017 and is scheduled for completion in February 2018. This is not a big project but a very important project.

Mr. Parrish also announced Mr. Craig McDougall as employee of the quarter. Craig has been employed with the District for eleven (11) years, and is currently the Senior Hydrologist for the organization. Craig, along with the FTRS (Flood Threat Recognition System) staff maintain over 200 monitoring stations throughout Clark County, and over 470 meteorological sensors. Congratulations.

Lastly, Mr. Parrish advised of an art exhibit at UNLV (University of Nevada, Las



Vegas) that displays aerial photos of the flood control facilities, showing their geometric designs. This artwork is located in the Donna Beam Art Gallery which is in the Artemus Ham building. The exhibit will run through November 10, 2017.

- II. \*\*\*Consent Agenda – Items #05 through #16 are considered by the Regional Flood Control District to be routine and may be acted upon in one motion. However, the Board of Directors may discuss any consent item individually if requested by a Board member or a citizen when the consent agenda is considered for approval. Items considered for approval include the staff recommendation.**

**Administration**

5. Action to accept the financial reports (*For possible action*)
6. Action to adopt amendments to the Ten Year Construction Program (*For possible action*)
7. Action to accept the final accounting reports and closeout the interlocal contracts for the following projects (*For possible action*):
  - Pittman Wash, Duck Creek at I-515 (construction) – HEN01I14
  - Racetrack Channel, Drake to Burkholder (design) – HEN04P09
  - Racetrack Channel, Drake to Burkholder (construction) – HEN04Q15
  - Duck Creek, Sunset to Sandhill (design) – HEN24A11
  - Pittman Wash, Duck Creek at I-515 (design) – HEN01H09
8. Action to approve and authorize the Chairman to sign the first amendment to the professional services agreement with Atkins North America, Inc., to prepare a Master Plan Update for the Las Vegas Valley (*For possible action*)
9. Action to approve and authorize the Chairman to sign the consultant agreement with HDR Engineering, Inc., for the National Pollutant Discharge Elimination System Permit Compliance for the Las Vegas Valley (*For possible action*)
10. Action to approve and authorize the General Manager to sign the consultant contract with Southern Illinois University Carbondale (SIUC) to conduct a research project to analyze impacts of possible climate change scenarios in Clark County (*For possible action*)
11. Action to approve, adopt, and authorize the Chairman to sign Resolution No. 17-5 requesting the Board of County Commissioners of Clark County, Nevada, to issue Clark County, Nevada, General Obligation (Limited Tax) Flood Control Crossover

Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2017 to refinance certain outstanding bonds of the District, in accordance with the County's Debt Management Policy and the State of Nevada Bond Act and consenting and agreeing to be bound by the provisions of the 2017 Flood Control Crossover Refunding Bond Ordinance *(For possible action)*

12. Action to accept the quarterly Project Status Reports – reporting period May 2017 through July 2017 *(For possible action)*

#### **Design and Construction**

13. Action to approve a request to reallocate funding within the interlocal contract for design for Pittman, Horizon Ridge Detention Basin – City of Henderson *(For possible action)*
14. Receive a revised report on the award of bid for construction for Flamingo Diversion – Rainbow Branch – Clark County
15. Action to approve and authorize the Chairman to sign the interlocal contract for design for Town Wash – Mesa Boulevard, El Dorado to Town Wash – City of Mesquite *(For possible action)*
16. Action to approve construction change order no. 1 for Brent Drainage System – Floyd Lamb Park to Durango Drive – City of Las Vegas *(For possible action)*

**Upon a motion by Mayor March, the consent agenda was approved.**

**VOTE: 7 AYES – 0 NAYS**

**\*\*\* End of Consent Agenda**

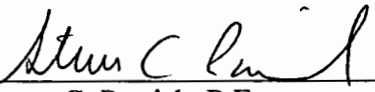
#### **17. Comments By the General Public**

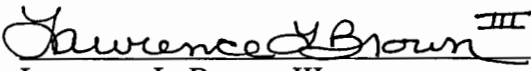
There was no response to the call for Comments By the General Public.

**ADJOURNMENT**

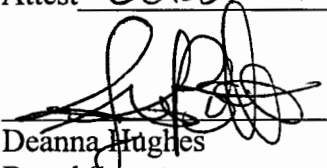
The meeting adjourned at 8:45 a.m.

Respectfully submitted,

  
\_\_\_\_\_  
Steven C. Parrish, P.E.  
General Manager/Chief Engineer

  
\_\_\_\_\_  
Lawrence L. Brown, III  
Chairman

Attest October 12, 2017

  
\_\_\_\_\_  
Deanna Hughes  
Board Secretary

For:

/dd

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**GENERAL MANAGER'S MONTHLY REPORT**

**RECOMMENDATION SUMMARY**

**STAFF:**

Receive the report.

**RFCD AGENDA  
ITEM #04  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

**SUBJECT:**

GENERAL MANAGER'S MONTHLY REPORT

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

DISCUSS GENERAL MANAGER'S MONTHLY REPORT

**FISCAL IMPACT:**

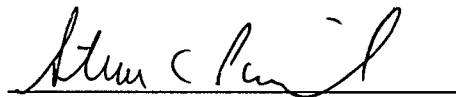
None.

**BACKGROUND:**

Discuss the General Manager's monthly report:

- Construction project progress

Respectfully submitted,



Steven C. Parrish, P.E.  
General Manager/Chief Engineer

RFCD AGENDA  
ITEM #04  
Date: 10/12/17

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**FINANCIAL REPORTS – AUGUST 2017**

**RECOMMENDATION SUMMARY**

**STAFF:** Accept the reports.

**TECHNICAL ADVISORY:** Accept the reports.

**CITIZENS ADVISORY:** Accept the reports.

**RFCD AGENDA  
ITEM #05  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

<b>SUBJECT:</b>
FINANCIAL REPORTS – AUGUST 2017
<b>PETITIONER:</b>
STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER
<b>RECOMMENDATION OF PETITIONER:</b>
ACCEPT THE REPORTS (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None

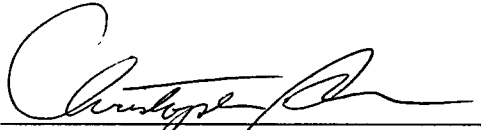
**BACKGROUND:** The financial reports for August 2017, are submitted for your review:

<u>Section</u>	<u>Description</u>	<u>Page(s)</u>
A - Fund 2860	Fund Balance Report .....	1
	Appropriation Balance Report – FY 2016-17 .....	2
	Appropriation Balance Report – FY 2017-18 .....	3
	Sales Tax Revenue Report – FY 2016-17 .....	4
	Sales Tax Revenue Report – FY 2017-18 .....	5
	Monthly Expenditure Summary Report .....	6
B - Fund 2870	Fund Balance Report .....	7
	Maintenance Work Program Monthly Expenditures .....	8
	Maintenance Work Program Status Report – FY 2017 .....	9-11
	Maintenance Work Program Status Report – FY 2018 .....	12-13
C - Fund 3300	Fund Balance Report .....	14
D - Fund 4430	Fund Balance Report .....	15
	Monthly Expenditure Report .....	16-19
E - Fund 4440	Fund Balance Report .....	20
	Monthly Expenditure Report .....	21

TAC AGENDA ITEM # 4 DATE: 09/28/17	RFCD AGENDA ITEM # 05 DATE: 10/12/17
CAC AGENDA ITEM # 4 DATE: 10/02/17	

F - Summary	Pay-As-You Go – Current Project Expense Summary.....	22-47
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	Capital Improvement Program – Open Projects Summary .....	53
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	FY 2017-18 Projects Funded Summary .....	68-69
	FY 2017-18 Estimated Funding Schedule.....	70

Respectfully submitted,



Christopher Russo  
Management Analyst II

TAC AGENDA ITEM # 4 DATE: 09/28/17	RFCD AGENDA ITEM # 05 DATE: 10/12/17
CAC AGENDA ITEM # 4 DATE: 10/02/17	



REGIONAL FLOOD CONTROL DISTRICT  
 FUND 2860 - OPERATING FUND  
 FUND BALANCE REPORT  
 AUGUST 2017

BEGINNING CASH BALANCE:	16,340,284.39	
Accruals/Adjustments	<u>(4,168.61)</u>	
	TOTAL BEGINNING BALANCE	\$16,336,115.78
REVENUES:		
Sales Tax Revenue	8,829,285.55	
Interest Earnings	12,355.77	
Fund 4430 - Transfer In Interest Earnings	114,076.89	
Build America Bonds Rebate	0.00	
Sale of Materials	0.00	
Miscellaneous Other Revenue	120,026.00	
Petty Cash Reimbursements	0.00	
Miscellaneous Accruals/Adjustments	<u>6,712.84</u>	
	TOTAL REVENUES	\$9,082,457.05
EXPENDITURES:		
Salaries & Benefits	(267,877.16)	
Services & Supplies	(312,353.35)	
Professional Services	(259,718.84)	
Capital Expenditures	0.00	
Fund 2870 - Transfer Out Maintenance Work Program	(666,600.00)	
Fund 3300 - Transfer Out Debt Service	(3,307,317.73)	
Fund 4430 - Transfer Out Budgeted Transfers	(3,750,000.00)	
Accruals/Adjustments		
Accounts Payable	38,141.88	
Miscellaneous Accruals/Adjustments	<u>0.00</u>	
	TOTAL EXPENSES	<u>(\$8,525,725.20)</u>
ENDING CASH BALANCE:		<u><u>\$16,892,847.63</u></u>

REGIONAL FLOOD CONTROL DISTRICT  
 FUND 2860 - OPERATING FUND  
 APPROPRIATION BALANCE REPORT  
 FISCAL YEAR 2016-17

REVENUES/FINANCING SOURCES

	BUDGET	ACTUAL	ENCUMBRANCE/ ILC	UNREALIZED	% UNREALIZED
Revenues	\$ 102,022,393.00	\$ 101,865,736.76	N/A	\$ 156,656.24	0%
Other Sources	\$ 526,500.00	\$ 517,145.52	N/A	\$ 9,354.48	2%
<b>TOTAL</b>	<b>\$ 102,548,893.00</b>	<b>\$ 102,382,882.28</b>	<b>N/A</b>	<b>\$ 166,010.72</b>	<b>0%</b>

EXPENDITURES/TRANSFERS

	BUDGET	ACTUAL	ENCUMBRANCE/ ILC	AVAILABLE	% AVAILABLE
Expenditures (1)	\$ 9,149,088.28	\$ 6,318,798.29	\$ -	\$ 2,830,289.99	31%
Transfers Out					
Debt Service	\$ 39,672,020.00	\$ 39,672,019.16	\$ -	\$ 0.84	0%
MWP	\$ 8,000,000.00	\$ 7,999,200.00	\$ -	\$ 800.00	0%
CIP (2)	\$ 47,000,000.00	\$ 46,950,000.00	\$ -	\$ 50,000.00	0%
<b>TOTAL</b>	<b>\$ 103,821,108.28</b>	<b>\$ 100,940,017.45</b>	<b>\$ -</b>	<b>\$ 2,881,090.83</b>	<b>3%</b>

Notes:

- (1) Expenditure budget may include carry forward budget from prior years.
- (2) Includes Local Drainage program.

REGIONAL FLOOD CONTROL DISTRICT  
 FUND 2860 - OPERATING FUND  
 APPROPRIATION BALANCE REPORT  
 FISCAL YEAR 2017-18

REVENUES/FINANCING SOURCES

	BUDGET	ACTUAL	ENCUMBRANCE/ ILC	UNREALIZED	% UNREALIZED
Revenues	\$ 103,754,635.00	\$ 174,298.04	N/A	\$ 103,580,336.96	100%
Other Sources	\$ 635,262.00	\$ 235,318.49	N/A	\$ 399,943.51	63%
<b>TOTAL</b>	<b>\$ 104,389,897.00</b>	<b>\$ 409,616.53</b>	<b>N/A</b>	<b>\$ 103,980,280.47</b>	<b>100%</b>

EXPENDITURES/TRANSFERS

	BUDGET	ACTUAL	ENCUMBRANCE/ ILC	AVAILABLE	% AVAILABLE
Expenditures (1)	\$ 8,949,078.00	\$ 1,263,562.47	\$ 1,859,657.76	\$ 5,825,857.77	65%
Transfers Out					
Debt Service	\$ 39,651,400.00	\$ 9,921,953.19	\$ -	\$ 29,729,446.81	75%
MWP	\$ 8,000,000.00	\$ -	\$ -	\$ 8,000,000.00	100%
CIP (2)	\$ 55,000,000.00	\$ -	\$ -	\$ 55,000,000.00	100%
<b>TOTAL</b>	<b>\$ 111,600,478.00</b>	<b>\$ 11,185,515.66</b>	<b>\$ 1,859,657.76</b>	<b>\$ 98,555,304.58</b>	<b>88%</b>

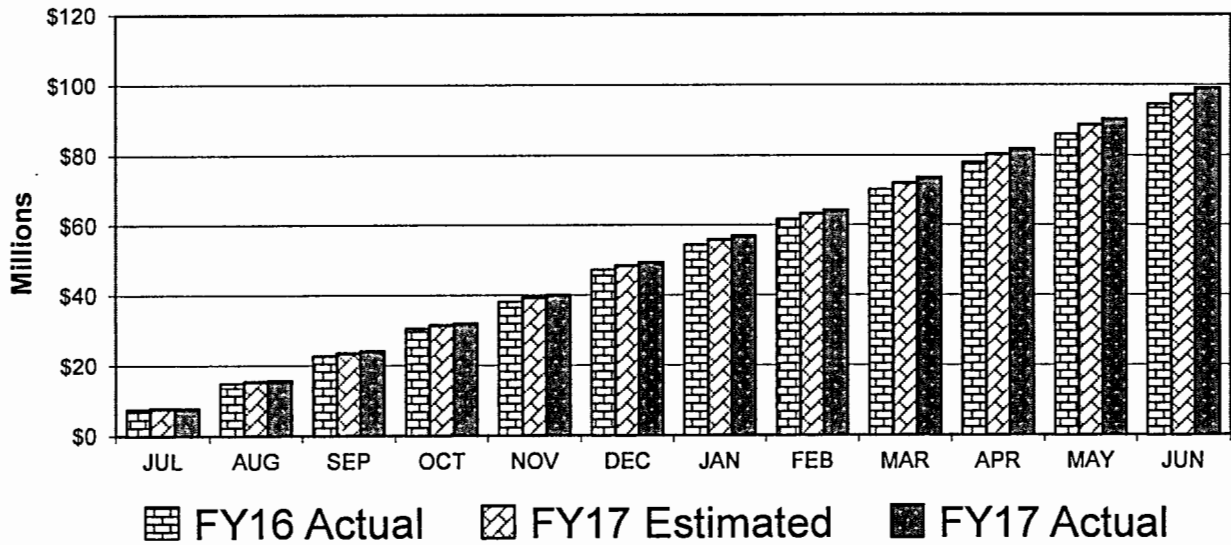
Notes:

- (1) Expenditure budget may include carry forward budget from prior years.
- (2) Includes Local Drainage program.

**SALES TAX REVENUE REPORT  
REGIONAL FLOOD CONTROL DISTRICT  
FISCAL YEAR 2016-17  
MODIFIED ACCRUAL BASIS**

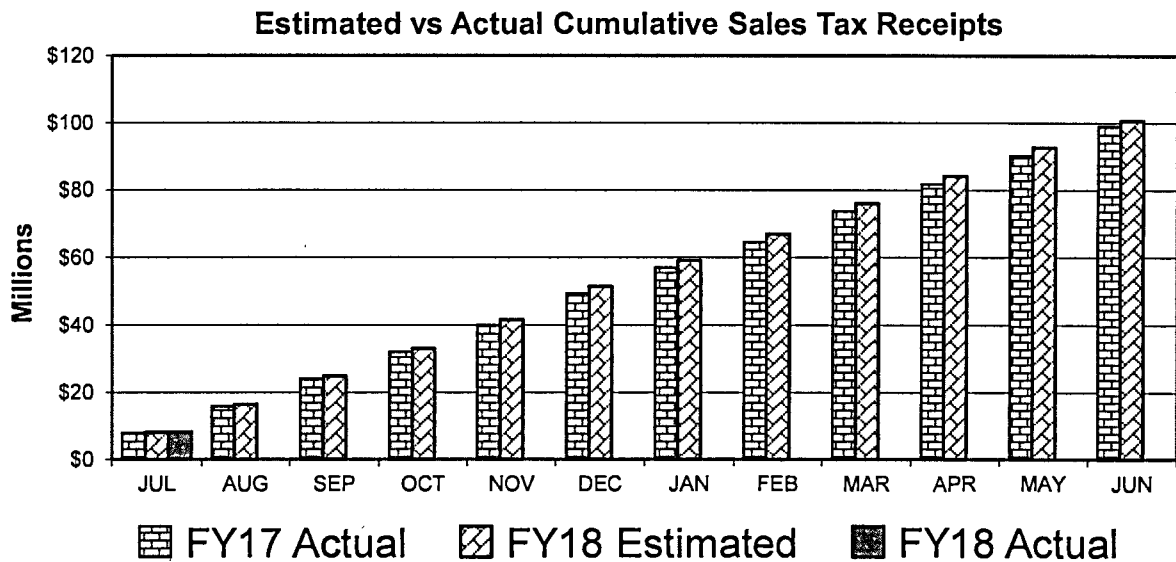
MONTH SALES TAX COLLECTED BY MERCHANT	1/4 CENT SALES TAX ESTIMATE <small>(as approved April 14, 2016)</small>	ACTUAL SALES TAX REVENUES	DIFFERENCE OVER/(UNDER) ESTIMATE	PERCENT +/- FROM ESTIMATE
JULY	7,844,462.91	7,828,823.42	(15,639.49)	-0.20%
AUGUST	7,591,361.75	7,949,595.27	358,233.52	4.72%
SEPTEMBER	8,027,149.35	8,291,982.57	264,833.22	3.30%
OCTOBER	7,949,522.17	7,918,968.02	(30,554.15)	-0.4%
NOVEMBER	7,871,295.45	7,962,254.61	90,959.16	1.2%
DECEMBER	9,185,772.98	9,383,311.40	197,538.42	2.2%
JANUARY	7,368,521.13	7,695,742.50	327,221.37	4.4%
FEBRUARY	7,498,805.14	7,405,280.52	(93,524.62)	-1.2%
MARCH	8,848,506.91	9,261,470.53	412,963.62	4.7%
APRIL	8,039,515.51	8,057,503.65	17,988.14	0.2%
MAY	8,439,782.36	8,467,129.44	27,347.08	0.3%
JUNE	8,435,304.34	8,829,285.55	393,981.21	4.7%
<b>TOTAL:</b>	<b>\$ 97,100,000.00</b>	<b>\$ 99,051,347.48</b>	<b>\$ 1,951,347.48</b>	<b>2.01%</b>

**Estimated vs Actual Cumulative Sales Tax Receipts**



SALES TAX REVENUE REPORT  
 REGIONAL FLOOD CONTROL DISTRICT  
 FISCAL YEAR 2017-18  
 MODIFIED ACCRUAL BASIS

MONTH SALES TAX COLLECTED BY MERCHANT	1/4 CENT SALES TAX ESTIMATE (as approved April 13, 2017)	ACTUAL SALES TAX REVENUES	DIFFERENCE OVER/(UNDER) ESTIMATE	PERCENT +/- FROM ESTIMATE
JULY	8,079,345.77	8,094,384.88	15,039.11	0.19%
AUGUST	8,203,982.32			
SEPTEMBER	8,557,326.01			
OCTOBER	8,172,375.00			
NOVEMBER	8,471,775.21			
DECEMBER	9,983,768.26			
JANUARY	7,603,708.26			
FEBRUARY	7,801,049.35			
MARCH	9,118,685.91			
APRIL	8,233,361.78			
MAY	8,435,509.85			
JUNE	8,039,112.28			
<b>TOTAL:</b>	<b>\$ 100,700,000.00</b>	<b>\$ 8,094,384.88</b>	<b>\$ 15,039.11</b>	<b>0.19%</b>



**Schedule of Monthly Expenditures - Summary**  
**Fund 2860 - Operating Fund**  
**8/1/2017 to 8/31/2017**

<u>Fiscal Year</u>	<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
2017	630000	Other Professional Services	3,713.71
	663400	Office Supplies	28.48
<b>Fiscal Year Total</b>			<b>\$3,742.19</b>

<u>Fiscal Year</u>	<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
2018	61*/62*	Salaries and Benefits	267,877.16
	630000	Other Professional Services	256,005.13
	640310	R & M-Facilities	210.00
	640320	R & M-Equipment	4,162.58
	640340	R & M-Vehicles	1,000.77
	641000	Other Rental Expense	629.18
	644050	Photography Services	4,049.50
	644400	Temporary Personnel Services	3,737.35
	644610	Information System Services	55,777.23
	646100	Telephone-Local	1,135.93
	646110	Telephone-Long Distance	14.79
	646120	Cell Phones/Beepers	267.69
	648100	Printing/Reproduction	4,517.73
	649510	Travel/Training	1,090.00
	663000	Operating Supplies	5,406.36
	663200	Food	200.10
	663400	Office Supplies	379.83
	663421	LVA-IT Hardware-Modified Accrual	7,531.14
	663430	Books	235.00
	663500	Wearing Apparel	50.16
	663600	Minor Equipment	155.00
	663610	Computers & Supplies	25.00
	670100	Electricity	1,097.37
	679220	Software Licenses	3,926.00
	679300	Dues	564.80
	679600	Postage	598.36
	679700	Overhead	143,922.00
	679830	Contributions to Agencies & Other Govt	71,641.00
<b>Fiscal Year Total</b>			<b>\$836,207.16</b>
<b>Grand Total</b>			<b>\$839,949.35</b>

**REGIONAL FLOOD CONTROL DISTRICT  
 FUND 2870 - FACILITIES MAINTENANCE FUND  
 FUND BALANCE REPORT  
 AUGUST 2017**

BEGINNING CASH BALANCE:	6,364,084.94	
Accruals/Adjustments	<u>(843.48)</u>	
 TOTAL BEGINNING CASH BALANCE:		 \$6,363,241.46
 REVENUES:		
Interest Income	7,680.35	
Fund 2860 - Transfer In Maintenance Work Program	666,600.00	
Miscellaneous Other Revenue/Adjustments	<u>475,096.88</u>	
 TOTAL MONTHLY REVENUES		 \$1,149,377.23
 EXPENDITURES:		
Services & Supplies	0.00	
Maintenance Work Program Expenditures	(1,271,630.65)	
Accruals/Adjustments		
Miscellaneous Accruals/Adjustments	0.00	
Contract Retention Payable	0.00	
Contract Retention Interest Payable	0.00	
Accounts Payable	<u>0.00</u>	
 TOTAL MONTHLY EXPENSES		 <u>(\$1,271,630.65)</u>
 ENDING CASH BALANCE:		 <u><u>\$6,240,988.04</u></u>

**Regional Flood Control District  
Monthly Expenditures  
Maintenance Work Program  
8/1/2017 to 8/31/2017**

**Fiscal Year - 2017**

<u>Vendor</u>	<u>Facility</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
REGIONAL FLOOD CONTROL/TRJ	RF.HN09	1017038362	06/30/2017	none	08/17/2017	1,724.10
REGIONAL FLOOD CONTROL/TRJ	RF.HN62	1017038362	06/30/2017	none	08/17/2017	14,158.26
<b>Total Expenditures</b>						<b>\$15,882.36</b>

**Fiscal Year - 2018**

<u>Vendor</u>	<u>Facility</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
CH2M HILL ENGINEERS INC	RF.HN65	381113954	08/02/2017	4500266501 00010	08/18/2017	677.19
CH2M HILL ENGINEERS INC	RF.HN66	381113954	08/02/2017	4500266501 00010	08/18/2017	451.46
CH2M HILL ENGINEERS INC	RF.HN67	381113954	08/02/2017	4500266501 00010	08/18/2017	225.73
CH2M HILL ENGINEERS INC	RF.HN69	381113954	08/02/2017	4500266501 00010	08/18/2017	225.73
CH2M HILL ENGINEERS INC	RF.HN71	381113954	08/02/2017	4500266501 00010	08/18/2017	451.46
CH2M HILL ENGINEERS INC	RF.HN72	381113954	08/02/2017	4500266501 00010	08/18/2017	451.46
CITY OF HENDERSON	RF.HN09	MSC5027533	06/30/2017	none	08/24/2017	1,724.10
CITY OF HENDERSON	RF.HN62	MSC5027533	06/30/2017	none	08/24/2017	14,158.26
CITY OF HENDERSON	RF.HN65	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	2,384.00
CITY OF HENDERSON	RF.HN66	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	1,171.99
CITY OF HENDERSON	RF.HN67	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	330.00
CITY OF HENDERSON	RF.HN68	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	204.15
CITY OF HENDERSON	RF.HN69	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	457.39
CITY OF HENDERSON	RF.HN70	MSC5027645	08/15/2017	4500266163 00010	08/25/2017	43.14
CITY OF LAS VEGAS	RF.LV51	236097	06/30/2017	4500253799 00010	08/28/2017	5,684.18
CITY OF LAS VEGAS	RF.LV52	236097	06/30/2017	4500253799 00010	08/28/2017	5,743.95
CITY OF LAS VEGAS	RF.LV53	236097	06/30/2017	4500253799 00010	08/28/2017	1,474.54
CITY OF LAS VEGAS	RF.LV54	236097	06/30/2017	4500253799 00010	08/28/2017	74,084.51
CITY OF LAS VEGAS	RF.LV55	236097	06/30/2017	4500253799 00010	08/28/2017	2,791.96
CITY OF LAS VEGAS	RF.LV57	236097	06/30/2017	4500253799 00010	08/28/2017	566,165.51
CITY OF NORTH LAS VEGAS	RF.NL02	352486	08/21/2017	4500267167 00010	08/30/2017	26,392.72
CITY OF NORTH LAS VEGAS	RF.NL04	352486	08/21/2017	4500267167 00010	08/30/2017	72,692.94
CITY OF NORTH LAS VEGAS	RF.NL07	352486	08/21/2017	4500267167 00010	08/30/2017	5,423.98
CITY OF NORTH LAS VEGAS	RF.NL08	352486	08/21/2017	4500267167 00010	08/30/2017	4,512.67
CITY OF NORTH LAS VEGAS	RF.NL10	352486	08/21/2017	4500267167 00010	08/30/2017	4,398.53
CITY OF NORTH LAS VEGAS	RF.NL12	352486	08/21/2017	4500267167 00010	08/30/2017	85.43
CITY OF NORTH LAS VEGAS	RF.NL19	352486	08/21/2017	4500267167 00010	08/30/2017	4,970.27
PUBLIC WORKS/CC TREAS	RF.CC05	4018000013	08/31/2017	none	08/31/2017	(843.48)
PUBLIC WORKS/CC TREAS	RF.CC05	4018000014	08/31/2017	none	08/31/2017	843.48
PUBLIC WORKS/CC TREAS	RF.CC05	4018000021	08/31/2017	none	08/31/2017	(843.48)
PUBLIC WORKS/CC TREAS	RF.CC11	4018000019	08/31/2017	none	08/31/2017	236,704.96
REGIONAL FLOOD CONTROL/TRJ	RF.HN09	1918001086	08/17/2017	none	08/18/2017	(1,724.10)
REGIONAL FLOOD CONTROL/TRJ	RF.HN62	1918001086	08/17/2017	none	08/18/2017	(14,158.26)
<b>Total Expenditures</b>						<b>\$1,017,356.37</b>
<b>Grand Total</b>						<b>\$1,033,238.73</b>



**Regional Flood Control District  
Maintenance Work Program Status Report- Fiscal Year 2017**

**Boulder City**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.BC01	Hemenway Watershed	143,650.00	123,638.36	20,011.64
RF.BC02	Georgia/Buchanan Watershed	126,000.00	112,786.54	13,213.46
RF.BC03	North Railroad Watershed	13,350.00	6,821.53	6,528.47
RF.BC04	West Airport Watershed	17,000.00	5,625.56	11,374.44
		<b>\$300,000.00</b>	<b>\$248,871.99</b>	<b>\$51,128.01</b>

**Clark County**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.CC01	Flamingo Wash	678,500.00	545,192.24	133,307.76
RF.CC02	Las Vegas Wash	226,500.00	190,944.46	35,555.54
RF.CC03	Duck Creek	451,500.00	402,627.78	48,872.22
RF.CC05	Las Vegas Range Wash	344,300.00	324,578.22	19,721.78
RF.CC06	Tropicana Wash	270,000.00	138,577.06	131,422.94
RF.CC07	Airport Channel	48,000.00	29,186.94	18,813.06
RF.CC08	Monson Channel	169,700.00	53,287.35	116,412.65
RF.CC09	Rawhide Channel	540,500.00	30,853.75	509,646.25
RF.CC10	Van Buskirk Channel	33,000.00	23,396.01	9,603.99
RF.CC11	Flamingo Wash North Fork	1,054,000.00	525,085.25	528,914.75
RF.CC14	Laughlin Washes	37,000.00	9,894.85	27,105.15
RF.CC15	Moapa Valley	74,500.00	53,002.27	21,497.73
RF.CC16	Blue Diamond Wash	132,000.00	83,137.32	48,862.68
RF.CC17	Searchlight	2,050.00	999.13	1,050.87
RF.CC18	Bunkerville	122,600.00	110,593.21	12,006.79
RF.CC19	Pittman Wash	67,500.00	26,958.15	40,541.85
RF.CC20	Indian Springs	11,050.00	3,027.94	8,022.06
RF.CC21	Northern Beltway Channels	101,000.00	52,493.20	48,506.80
		<b>\$4,363,700.00</b>	<b>\$2,603,835.13</b>	<b>\$1,759,864.87</b>

**Henderson**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.HN01	C-1 Channel	227,437.72	227,437.71	0.01
RF.HN02	Greenway Channel	22,393.64	22,393.64	0.00
RF.HN03	Van Wagenen Channel	489.65	489.65	0.00
RF.HN04	Gibson Channel	10,376.42	10,376.42	0.00
RF.HN05	Lower Pittman Channel	16,181.70	16,181.70	0.00
RF.HN06	Upper Pittman Wash	261,151.33	261,151.33	0.00
RF.HN07	UPRR Channel	16,110.47	16,110.47	0.00
RF.HN08	Sandwedge Channel	17,660.54	17,660.54	0.00
RF.HN09	Whitney Ranch Channel	125,839.30	125,839.31	(0.01)
RF.HN10	Duck Creek Channel	4,819.54	4,609.61	209.93
RF.HN11	Mission Hills Detention Basin	22,164.50	22,374.43	(209.93)
RF.HN12	Railroad East Channel	4,450.77	4,450.77	0.00
RF.HN13	MacDonald Ranch Channel	7,912.13	7,912.13	0.00
RF.HN14	Drake Channel	21,068.04	21,027.20	40.84
RF.HN15	I-515 Channel	1,679.45	1,720.29	(40.84)
RF.HN16	Eastern Channel	27,670.45	27,670.45	0.00
RF.HN17	Western Interceptor	82.21	82.21	0.00
RF.HN18	Equestrian Detention Basin	12,854.75	12,854.75	0.00
RF.HN19	Sunridge Channel	9,875.99	9,875.99	0.00
RF.HN20	Pittman Wash Railroad Channel	1,062.41	1,062.41	0.00

**Regional Flood Control District  
Maintenance Work Program Status Report- Fiscal Year 2017**

**Henderson**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.HN21	Pittman Park Detention Basin	13,752.98	13,752.98	0.00
RF.HN22	Pittman Wash Burns	2,404.05	2,404.05	0.00
RF.HN24	Pittman Pecos Channel	45,561.37	45,561.37	0.00
RF.HN25	Black Mountain DB	12,987.64	12,987.64	0.00
RF.HN26	East C-1 DB & Berm, Channel-Havre	25,703.37	25,703.37	0.00
RF.HN27	McCullough Hills Det Basin	13,712.53	13,712.53	0.00
RF.HN28	Pioneer Detention Basin	44,821.01	44,793.34	27.67
RF.HN29	Pittman East Det Basin	24,549.23	24,576.90	(27.67)
RF.HN30	Saguaro Park/Downs Channel	656.05	656.05	0.00
RF.HN31	C-1 Channel - US 95	4,909.91	4,909.91	0.00
RF.HN32	C-1 Channel Boulder Highway	857.09	857.09	0.00
RF.HN33	Upper Pittman Wash South	460.25	460.25	0.00
RF.HN34	Pittman Stephanie	2,012.59	2,012.59	0.00
RF.HN35	Pittman Desert Willow	82.46	82.46	0.00
RF.HN36	Pittman Foothills Drive	313.10	313.10	0.00
RF.HN37	Pittman Lake Mead	910.18	910.18	0.00
RF.HN38	Pittman Valle Verde	62.38	62.38	0.00
RF.HN40	Pittman Pioneer Detention	1,191.26	1,191.26	0.00
RF.HN41	Pittman West Horizon	4,312.08	4,312.08	0.00
RF.HN42	Pittman/Anthem Parkway	12,554.22	12,554.22	0.00
RF.HN43	Pittman Horizon Ridge	279.65	279.65	0.00
RF.HN45	Pittman Anthem Channel & DB	11,526.43	11,526.43	0.00
RF.HN46	Pittman Reunion Drive	83.38	83.38	0.00
RF.HN47	Pittman Green Valley	103.27	103.27	0.00
RF.HN48	Pittman Seven Hills	82.65	82.65	0.00
RF.HN49	C-1 Channel US 95 Trib 1	82.21	82.21	0.00
RF.HN50	C-1 Channel Four Kids	7,110.75	7,110.75	0.00
RF.HN53	Lake Las Vegas Magic Way Chnl	279.63	279.63	0.00
RF.HN54	Pittman Hampton Road	83.83	83.83	0.00
RF.HN55	Pittman Anthem Drive	177.07	177.07	0.00
RF.HN56	Pittman Wash Southeast	17,301.54	17,301.54	0.00
RF.HN57	Pittman Wash Wilderness Study	83.83	83.83	0.00
RF.HN58	Pittman Southedge-North	568.24	568.24	0.00
RF.HN59	Pittman Southedge-South	115.03	115.03	0.00
RF.HN60	Pittman Southedge-Anthem	660.26	660.26	0.00
RF.HN61	Pittman East Headworks DB	12,237.26	12,237.26	0.00
RF.HN62	C-1 Channel-Racetrack	68,862.57	68,862.57	0.00
		<u>\$1,142,732.36</u>	<u>\$1,142,732.36</u>	<u>\$0.00</u>

**Las Vegas**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.LV51	Cedar Ave Channel/Nellis System	50,000.00	46,578.61	3,421.39
RF.LV52	Gowan/Angel Pk/Lone Mtn System	500,000.00	402,809.39	97,190.61
RF.LV53	Lake Mead/Smoke Ranch/Washington S	5,000.00	1,474.54	3,525.46
RF.LV54	Las Vegas Wash System	700,000.00	511,358.83	188,641.17
RF.LV55	Meadows/Oakey System	100,000.00	79,985.03	20,014.97
RF.LV56	Washington Ave/LV Creek	20,000.00	0.00	20,000.00
RF.LV57	US95/Outer Beltway/Ann Road System	1,250,000.00	1,241,452.89	8,547.11
		<u>\$2,625,000.00</u>	<u>\$2,283,659.29</u>	<u>\$341,340.71</u>

**Regional Flood Control District  
Maintenance Work Program Status Report- Fiscal Year 2017**

**Mesquite**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.ME01	Mesquite Town Wash	11,636.22	11,636.22	0.00
RF.ME02	Abbott Wash Channel	15,570.11	15,570.11	0.00
RF.ME04	Town Wash Detention Basin	461,294.30	461,294.30	0.00
RF.ME07	Pulsipher Wash	28,261.72	28,261.72	0.00
RF.ME08	Abbott Wash Detention Basin	84,554.20	84,554.20	0.00
RF.ME09	Pulsipher Wash Detention Basin	26,383.45	26,371.67	11.78
		<u>\$627,700.00</u>	<u>\$627,688.22</u>	<u>\$11.78</u>

**North Las Vegas**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.NL01	LV Wash "N" Channel	33,034.35	10,672.41	22,361.94
RF.NL02	Las Vegas Wash-Middle	67,988.90	47,986.35	20,002.55
RF.NL03	LV Wash-King Charles Channel	42,071.00	21,877.17	20,193.83
RF.NL04	Vandenberg Detention Basin	426,430.24	401,526.59	24,903.65
RF.NL05	North Las Vegas Detention Basin	21,097.58	3,725.12	17,372.46
RF.NL06	Upper LVW DB & Moccasin Levee	29,500.00	5,922.54	23,577.46
RF.NL07	Carey/Lake Mead Detention Basin	465,519.84	457,191.64	8,328.20
RF.NL08	Gowan Outfall Channel	28,071.00	11,332.87	16,738.13
RF.NL10	Upper Las Vegas Wash	15,000.00	13,885.59	1,114.41
RF.NL11	Clayton Street Channel	35,036.96	20,072.18	14,964.78
RF.NL12	Lower Las Vegas Detention Basin	287,995.79	265,124.06	22,871.73
RF.NL13	West Trib-Ranch House to Lower LV DF	46,754.76	33,640.70	13,114.06
RF.NL14	Trib to Western Trib @ Craig Rd	47,026.62	27,127.47	19,899.15
RF.NL15	Las Vegas Wash-Smoke Ranch	32,071.00	15,563.49	16,507.51
RF.NL16	Upper Las Vegas Wash Channel	63,757.63	57,122.34	6,635.29
RF.NL17	Range Wash-LVW Diversion & Levee	17,812.26	1,320.10	16,492.16
RF.NL18	Cheyenne Peaking Basin	22,030.38	5,208.46	16,821.92
RF.NL19	LVW-Middle, Cheyenne Ave to Owens A	36,301.69	25,105.30	11,196.39
		<u>\$1,717,500.00</u>	<u>\$1,424,404.38</u>	<u>\$293,095.62</u>

	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
<b>Program Totals</b>	<u>\$10,776,632.36</u>	<u>\$8,331,191.37</u>	<u>\$2,445,440.99</u>

**Regional Flood Control District  
Maintenance Work Program Status Report- Fiscal Year 2018**

**Boulder City**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.BC01	Hemenway Watershed	150,000.00	0.00	150,000.00
RF.BC02	Georgia/Buchanan Watershed	87,350.00	0.00	87,350.00
RF.BC03	North Railroad Watershed	36,650.00	0.00	36,650.00
RF.BC04	West Airport Watershed	26,000.00	0.00	26,000.00
		<u>\$300,000.00</u>	<u>\$0.00</u>	<u>\$300,000.00</u>

**Clark County**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.CC01	Flamingo Wash	976,500.00	0.00	976,500.00
RF.CC02	Las Vegas Wash	311,500.00	0.00	311,500.00
RF.CC03	Duck Creek	419,500.00	0.00	419,500.00
RF.CC05	Las Vegas Range Wash	2,623,300.00	0.00	2,623,300.00
RF.CC06	Tropicana Wash	325,000.00	0.00	325,000.00
RF.CC07	Airport Channel	48,000.00	0.00	48,000.00
RF.CC08	Monson Channel	94,700.00	0.00	94,700.00
RF.CC09	Rawhide Channel	89,000.00	0.00	89,000.00
RF.CC10	Van Buskirk Channel	20,000.00	0.00	20,000.00
RF.CC11	Flamingo Wash North Fork	43,000.00	0.00	43,000.00
RF.CC14	Laughlin Washes	35,000.00	0.00	35,000.00
RF.CC15	Moapa Valley	218,500.00	0.00	218,500.00
RF.CC16	Blue Diamond Wash	147,000.00	0.00	147,000.00
RF.CC17	Searchlight	2,000.00	0.00	2,000.00
RF.CC18	Bunkerville	12,700.00	0.00	12,700.00
RF.CC19	Pittman Wash	42,500.00	0.00	42,500.00
RF.CC20	Indian Springs	9,000.00	0.00	9,000.00
RF.CC21	Northern Beltway Channels	70,000.00	0.00	70,000.00
		<u>\$5,487,200.00</u>	<u>\$0.00</u>	<u>\$5,487,200.00</u>

**Henderson**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.HN65	C1 North	593,600.00	16,645.16	576,954.84
RF.HN66	C1 South	673,550.00	12,258.81	661,291.19
RF.HN67	Pittman Central NE	50,300.00	1,342.79	48,957.21
RF.HN68	Pittman Central SE	12,400.00	6,168.47	6,231.53
RF.HN69	Pittman Central NW	280,000.00	5,644.33	274,355.67
RF.HN70	Pittman Central SW	18,000.00	10,085.98	7,914.02
RF.HN71	Pittman Anthem Inspirada	53,400.00	902.73	52,497.27
RF.HN72	Pittman Seven Hills	76,000.00	5,236.07	70,763.93
RF.HN73	Pittman West Henderson	4,300.00	556.28	3,743.72
		<u>\$1,761,550.00</u>	<u>\$58,840.62</u>	<u>\$1,702,709.38</u>

**Las Vegas**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.LV51	Cedar Ave Channel/Nellis System	50,000.00	0.00	50,000.00
RF.LV52	Gowan/Angel Pk/Lone Mtn System	600,000.00	0.00	600,000.00
RF.LV53	Lake Mead/Smoke Ranch/Washington S.	50,000.00	0.00	50,000.00
RF.LV54	Las Vegas Wash System	700,000.00	0.00	700,000.00
RF.LV55	Meadows/Oakey System	100,000.00	0.00	100,000.00
RF.LV56	Washington Ave/LV Creek	225,000.00	0.00	225,000.00
RF.LV57	US95/Outer Beltway/Ann Road System	1,100,000.00	0.00	1,100,000.00

**Regional Flood Control District  
Maintenance Work Program Status Report- Fiscal Year 2018**

		<u>\$2,825,000.00</u>	<u>\$0.00</u>	<u>\$2,825,000.00</u>
<b>Mesquite</b>				
<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.ME01	Mesquite Town Wash	19,000.00	0.00	19,000.00
RF.ME02	Abbott Wash Channel	14,300.00	0.00	14,300.00
RF.ME04	Town Wash Detention Basin	202,400.00	0.00	202,400.00
RF.ME07	Pulsipher Wash	29,400.00	0.00	29,400.00
RF.ME08	Abbott Wash Detention Basin	40,000.00	0.00	40,000.00
RF.ME09	Pulsipher Wash Detention Basin	29,700.00	0.00	29,700.00
		<u>\$334,800.00</u>	<u>\$0.00</u>	<u>\$334,800.00</u>

**North Las Vegas**

<u>Facility</u>	<u>Facility Name</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
RF.NL01	LV Wash "N" Channel	77,575.00	0.00	77,575.00
RF.NL02	Las Vegas Wash-Middle	152,571.00	26,392.72	126,178.28
RF.NL03	LV Wash-King Charles Channel	52,071.00	0.00	52,071.00
RF.NL04	Vandenberg Detention Basin	166,763.94	72,692.94	94,071.00
RF.NL05	North Las Vegas Detention Basin	162,500.00	0.00	162,500.00
RF.NL06	Upper LVW DB & Moccasin Levee	141,500.00	0.00	141,500.00
RF.NL07	Carey/Lake Mead Detention Basin	103,071.00	5,423.98	97,647.02
RF.NL08	Gowan Outfall Channel	56,571.00	4,512.67	52,058.33
RF.NL10	Upper Las Vegas Wash	23,000.00	4,398.53	18,601.47
RF.NL11	Clayton Street Channel	47,878.06	0.00	47,878.06
RF.NL12	Lower Las Vegas Detention Basin	94,071.00	85.43	93,985.57
RF.NL13	West Trib-Ranch House to Lower LV DE	58,071.00	0.00	58,071.00
RF.NL14	Trib to Western Trib @ Craig Rd	54,571.00	0.00	54,571.00
RF.NL15	Las Vegas Wash-Smoke Ranch	50,571.00	0.00	50,571.00
RF.NL16	Upper Las Vegas Wash Channel	90,071.00	0.00	90,071.00
RF.NL17	Range Wash-LVW Diversion & Levee	152,000.00	0.00	152,000.00
RF.NL18	Cheyenne Peaking Basin	68,071.00	0.00	68,071.00
RF.NL19	LVW-Middle, Cheyenne Ave to Owens /	166,573.00	4,970.27	161,602.73
		<u>\$1,717,500.00</u>	<u>\$118,476.54</u>	<u>\$1,599,023.46</u>

	<u>Budget</u>	<u>Amount Spent</u>	<u>Amount Remaining</u>
<b>Program Totals</b>	<u>\$12,426,050.00</u>	<u>\$177,317.16</u>	<u>\$12,248,732.84</u>

**REGIONAL FLOOD CONTROL DISTRICT  
 FUND 3300 - BOND DEBT SERVICE FUND  
 FUND BALANCE REPORT  
 AUGUST 2017**

BEGINNING CASH BALANCE	17,363,640.50	
Accruals/Adjustments	<u>0.00</u>	
 TOTAL BEGINNING CASH BALANCE		 \$17,363,640.50
 REVENUES:		
Interest Income	24,367.79	
Fund 2860 - Transfer In Debt Service	3,307,317.73	
Bonds Issued	0.00	
Premium on Bonds Issued	0.00	
Miscellaneous Other Revenue	0.00	
Accruals/Adjustments		
Miscellaneous Accruals/Adjustments	<u>0.00</u>	
 TOTAL MONTHLY REVENUES		 \$3,331,685.52
 EXPENDITURES:		
Professional Services	0.00	
Debt Service Payments*	0.00	
Payments to Escrow Agent	0.00	
Transfers Out to Other Funds	0.00	
Accruals/Adjustments		
Miscellaneous Accruals/Adjustments	<u>0.00</u>	
 TOTAL MONTHLY EXPENSES		 <u>\$0.00</u>
 ENDING CASH BALANCE:		 <u><u>\$20,695,326.02</u></u>

\*Principal payments paid annually (November); Interest payments paid semi-annually (May and November)

REGIONAL FLOOD CONTROL DISTRICT  
 FUND 4430 - CONSTRUCTION FUND  
 FUND BALANCE REPORT  
 AUGUST 2017

BEGINNING CASH BALANCE:

Cash in Custody of Treasurer	109,146,326.82
Custodial Account Cash Balance	30,737,059.06
Accruals/Adjustments	0.01

TOTAL BEGINNING CASH BALANCE \$139,883,385.89

REVENUES:

Fund 2860 - Transfer In Budgeted Transfer	3,750,000.00
Fund 3300 - Transfer In Bond Proceeds	0.00
Custodial Account - Transfer In to Treasurer	0.00
Interest Earnings	128,475.65
Custodial Account Interest Earnings	0.00
Proceeds from Bonds and Loans	0.00
Miscellaneous Other Revenue	32.75
Accruals/Adjustments	
Miscellaneous Accruals/Adjustments	(296,582.93)

TOTAL MONTHLY REVENUES \$3,581,925.47

EXPENDITURES:

Capital Improvement Program	(5,770,104.02)
Professional Services	0.00
Project Reimbursements	0.00
Fund 2860 - Transfer Out Interest Earnings	(114,076.89)
Fund 2860 - Transfer Out ILA Closeout/Reductions	0.00
Custodial Account - Transfer Out to Treasurer	0.00
Accruals/Adjustments	
Contracts Retention Payable	1,538.31
Contracts Retention Interest Payable	0.00
Accounts Payable	(32.75)
Miscellaneous Accruals/Adjustments	0.00

TOTAL MONTHLY EXPENDITURES (\$5,882,675.35)

ENDING CASH BALANCE:

Cash in Custody of Treasurer	107,142,159.87
Custodial Account Cash Balance	30,440,476.14

ENDING CASH BALANCE: \$137,582,636.01

**Regional Flood Control District  
Monthly Expenditures  
Capital Improvement Program  
8/1/2017 to 8/31/2017**

**Fund 4430**

**Fiscal Year- 2017**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
REGIONAL FLOOD CONTR	RF.CLA04E99	1017038337	06/30/2017	none	08/14/2017	1,564.57
REGIONAL FLOOD CONTR	RF.CLA04E99	1017038432	06/30/2017	none	08/31/2017	18,291.46
REGIONAL FLOOD CONTR	RF.CLA08Q13	1017038362	06/30/2017	none	08/17/2017	365.40
REGIONAL FLOOD CONTR	RF.CLA08S13	1017038362	06/30/2017	none	08/17/2017	37,926.54
REGIONAL FLOOD CONTR	RF.CLA08T14	1017038337	06/30/2017	none	08/14/2017	75,550.69
REGIONAL FLOOD CONTR	RF.CLA15D12	1017038362	06/30/2017	none	08/17/2017	338,681.79
REGIONAL FLOOD CONTR	RF.CLA15D12	1017038432	06/30/2017	none	08/31/2017	34,854.88
REGIONAL FLOOD CONTR	RF.CLA15E13	1017038337	06/30/2017	none	08/14/2017	336,471.47
REGIONAL FLOOD CONTR	RF.CLA15E13	1017038362	06/30/2017	none	08/17/2017	528,142.67
REGIONAL FLOOD CONTR	RF.CLA21A00	1017038362	06/30/2017	none	08/17/2017	11,791.76
REGIONAL FLOOD CONTR	RF.CLA27C08	1017038337	06/30/2017	none	08/14/2017	4,713.72
REGIONAL FLOOD CONTR	RF.LAS14C11	1017038432	06/30/2017	none	08/31/2017	4,180.00
REGIONAL FLOOD CONTR	RF.LAS16O13	1017038432	06/30/2017	none	08/31/2017	19,680.84
REGIONAL FLOOD CONTR	RF.LAS16P15	1017038432	06/30/2017	none	08/31/2017	129,542.26
REGIONAL FLOOD CONTR	RF.LAS22S13	1017038432	06/30/2017	none	08/31/2017	2,510.00
REGIONAL FLOOD CONTR	RF.LAS22T15	1017038432	06/30/2017	none	08/31/2017	114,934.00
REGIONAL FLOOD CONTR	RF.LAS23E13	1017038432	06/30/2017	none	08/31/2017	24,502.40
REGIONAL FLOOD CONTR	RF.LAS23G15	1017038432	06/30/2017	none	08/31/2017	34,485.80
REGIONAL FLOOD CONTR	RF.LAS23H15	1017038432	06/30/2017	none	08/31/2017	38,784.90
REGIONAL FLOOD CONTR	RF.LAS24H13	1017038432	06/30/2017	none	08/31/2017	36,672.50
REGIONAL FLOOD CONTR	RF.LAS24J15	1017038432	06/30/2017	none	08/31/2017	16,021.00
REGIONAL FLOOD CONTR	RF.LAS29B15	1017038432	06/30/2017	none	08/31/2017	23,198.00
REGIONAL FLOOD CONTR	RF.LAS29C16	1017038432	06/30/2017	none	08/31/2017	92,344.50
REGIONAL FLOOD CONTR	RF.LAU04A08	1017038337	06/30/2017	none	08/14/2017	7,893.54
REGIONAL FLOOD CONTR	RF.LAU04A08	1017038362	06/30/2017	none	08/17/2017	12,131.84
REGIONAL FLOOD CONTR	RF.MES04A15	1017038337	06/30/2017	none	08/14/2017	7,467.00
REGIONAL FLOOD CONTR	RF.MOA01H15	1017038337	06/30/2017	none	08/14/2017	1,324,123.28
REGIONAL FLOOD CONTR	RF.MOA03A11	1017038432	06/30/2017	none	08/31/2017	3,374.23
REGIONAL FLOOD CONTR	RF.NLV01I14	1017038337	06/30/2017	none	08/14/2017	59.90
REGIONAL FLOOD CONTR	RF.NLV01J15	1017038337	06/30/2017	none	08/14/2017	(0.30)
REGIONAL FLOOD CONTR	RF.NLV03E13	1017038337	06/30/2017	none	08/14/2017	98,436.69
REGIONAL FLOOD CONTR	RF.NLV09E11	1017038337	06/30/2017	none	08/14/2017	149.75
REGIONAL FLOOD CONTR	RF.NLV09E11	1017038432	06/30/2017	none	08/31/2017	4,414.75
REGIONAL FLOOD CONTR	RF.NLV09I13	1017038337	06/30/2017	none	08/14/2017	225.59
REGIONAL FLOOD CONTR	RF.NLV18F13	1017038337	06/30/2017	none	08/14/2017	13,974.79
REGIONAL FLOOD CONTR	RF.NLV18H14	1017038337	06/30/2017	none	08/14/2017	97.18
REGIONAL FLOOD CONTR	RF.NLV18I16	1017038337	06/30/2017	none	08/14/2017	10,448.18
<b>Fiscal Year Total</b>						<b>\$3,408,007.57</b>

**Fiscal Year - 2018**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
CITY OF LAS VEGAS	RF.LAS14C11	235857	06/30/2017	4800004218 00010	08/28/2017	4,180.00
CITY OF LAS VEGAS	RF.LAS16O13	228977	06/30/2017	none	08/24/2017	4,560.10
CITY OF LAS VEGAS	RF.LAS16O13	229337	06/30/2017	none	08/24/2017	2,553.25



**Regional Flood Control District**  
**Monthly Expenditures**  
**Capital Improvement Program**  
**8/1/2017 to 8/31/2017**

**Fund 4430**

**Fiscal Year- 2018**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
CITY OF LAS VEGAS	RF.LAS16O13	232097	06/30/2017	none	08/24/2017	2,412.00
CITY OF LAS VEGAS	RF.LAS16O13	232758	06/30/2017	none	08/24/2017	10,155.49
CITY OF LAS VEGAS	RF.LAS16P15	236057	06/30/2017	4800007389 00010	08/28/2017	129,542.26
CITY OF LAS VEGAS	RF.LAS22S13	235737	06/30/2017	4800005745 00020	08/28/2017	2,510.00
CITY OF LAS VEGAS	RF.LAS22T15	237157	06/30/2017	4800007190 00010	08/31/2017	114,934.00
CITY OF LAS VEGAS	RF.LAS23E13	235757	06/30/2017	4800005741 00020	08/28/2017	24,502.40
CITY OF LAS VEGAS	RF.LAS23G15	237138	06/30/2017	4800007191 00010	08/31/2017	34,485.80
CITY OF LAS VEGAS	RF.LAS23H15	235777	06/30/2017	4800007390 00010	08/28/2017	38,784.90
CITY OF LAS VEGAS	RF.LAS24H13	237077	06/30/2017	4800005747 00020	08/31/2017	36,672.50
CITY OF LAS VEGAS	RF.LAS24J15	235917	06/30/2017	4800007189 00010	08/28/2017	16,021.00
CITY OF LAS VEGAS	RF.LAS29B15	237117	06/30/2017	4800007391 00010	08/31/2017	23,198.00
CITY OF LAS VEGAS	RF.LAS29C16	235657	06/30/2017	4500255470 00010	08/28/2017	92,344.50
CITY OF MESQUITE	RF.MES04A15	PW2017331	06/30/2017	4800007392 00030	08/09/2017	7,467.00
CITY OF NORTH LAS VEGA	RF.NLV01I14	8315B	06/30/2017	4800006072 00020	08/09/2017	59.90
CITY OF NORTH LAS VEGA	RF.NLV01I14	8315C	07/20/2017	4800006072 00020	08/09/2017	1,153.30
CITY OF NORTH LAS VEGA	RF.NLV01J15	8319	06/30/2017	4800007359 00010	08/09/2017	(0.30)
CITY OF NORTH LAS VEGA	RF.NLV03E13	8318A	06/30/2017	4800006067 00010	08/09/2017	98,436.69
CITY OF NORTH LAS VEGA	RF.NLV03E13	8318B	07/20/2017	4800006067 00030	08/09/2017	8,056.54
CITY OF NORTH LAS VEGA	RF.NLV03F17	8324	07/20/2017	4800008161 00010	08/09/2017	5,053.92
CITY OF NORTH LAS VEGA	RF.NLV03G17	8323	07/20/2017	4800008160 00010	08/09/2017	1,555.03
CITY OF NORTH LAS VEGA	RF.NLV04K17	8325	07/20/2017	4800008195 00010	08/09/2017	605.83
CITY OF NORTH LAS VEGA	RF.NLV09E11	8231	06/30/2017	4800004139 00030	08/24/2017	4,414.75
CITY OF NORTH LAS VEGA	RF.NLV09E11	8313A	06/30/2017	4800004139 00030	08/09/2017	149.75
CITY OF NORTH LAS VEGA	RF.NLV09E11	8313B	07/13/2017	4800004139 00030	08/09/2017	1,000.22
CITY OF NORTH LAS VEGA	RF.NLV09I13	8317A	06/30/2017	4800006141 00030	08/09/2017	225.59
CITY OF NORTH LAS VEGA	RF.NLV09I13	8317B	07/20/2017	4800006141 00010	08/09/2017	1,413.58
CITY OF NORTH LAS VEGA	RF.NLV17C16	8322	07/20/2017	4800007933 00010	08/09/2017	501.88
CITY OF NORTH LAS VEGA	RF.NLV18F13	8320A	06/30/2017	4800006034 00010	08/09/2017	13,974.79
CITY OF NORTH LAS VEGA	RF.NLV18F13	8320B	07/20/2017	4800006034 00010	08/09/2017	2,138.38
CITY OF NORTH LAS VEGA	RF.NLV18H14	8316	06/30/2017	4800006604 00020	08/09/2017	97.18
CITY OF NORTH LAS VEGA	RF.NLV18I16	8321A	06/30/2017	4800008159 00020	08/09/2017	10,448.18
CITY OF NORTH LAS VEGA	RF.NLV18I16	8321B	07/20/2017	4800008159 00020	08/09/2017	5,542.73
CITY OF NORTH LAS VEGA	RF.NLV18I16	8379	08/17/2017	4800008159 00020	08/25/2017	3,084,370.11
LAS VEGAS PAVING CORP	RF.HEN16E15	HEN16E15#6	07/31/2017	4800007868 00010	08/29/2017	30,766.13
PUBLIC WORKS/CC TREAS	RF.CLA04E99	1518016711	08/14/2017	none	08/14/2017	18,291.46
PUBLIC WORKS/CC TREAS	RF.CLA08Q13	1518014275	08/08/2017	none	08/08/2017	365.40
PUBLIC WORKS/CC TREAS	RF.CLA08Q13	1518019092	08/19/2017	none	08/19/2017	453.15
PUBLIC WORKS/CC TREAS	RF.CLA08Q13	1518020038	08/23/2017	none	08/23/2017	19.16
PUBLIC WORKS/CC TREAS	RF.CLA08S13	1518014276	08/08/2017	none	08/08/2017	37,926.54
PUBLIC WORKS/CC TREAS	RF.CLA08T14	1518014727	08/09/2017	none	08/09/2017	4,413.84
PUBLIC WORKS/CC TREAS	RF.CLA08T14	1518014728	08/09/2017	none	08/09/2017	1,255.10
PUBLIC WORKS/CC TREAS	RF.CLA08T14	1518015200	08/10/2017	none	08/10/2017	31,417.32
PUBLIC WORKS/CC TREAS	RF.CLA08T14	1518016046	08/11/2017	none	08/11/2017	256,770.80
PUBLIC WORKS/CC TREAS	RF.CLA08T14	1518017493	08/16/2017	none	08/16/2017	43.82
PUBLIC WORKS/CC TREAS	RF.CLA15D12	1518011797	08/01/2017	none	08/01/2017	338,681.79

**Regional Flood Control District  
Monthly Expenditures  
Capital Improvement Program  
8/1/2017 to 8/31/2017**

**Fund 4430**

**Fiscal Year- 2018**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
PUBLIC WORKS/CC TREAS	RF.CLA15D12	1518016712	08/14/2017	none	08/14/2017	12,072.57
PUBLIC WORKS/CC TREAS	RF.CLA15D12	1518016713	08/14/2017	none	08/14/2017	22,782.31
PUBLIC WORKS/CC TREAS	RF.CLA15E13	1518013885	08/07/2017	none	08/07/2017	528,142.67
PUBLIC WORKS/CC TREAS	RF.CLA15E13	1518020770	08/24/2017	none	08/24/2017	1,253.68
PUBLIC WORKS/CC TREAS	RF.CLA21A00	1518013170	08/04/2017	none	08/04/2017	2,920.32
PUBLIC WORKS/CC TREAS	RF.CLA21A00	1518013171	08/04/2017	none	08/04/2017	8,871.44
PUBLIC WORKS/CC TREAS	RF.CLA27C08	1518019551	08/22/2017	none	08/22/2017	11,339.40
PUBLIC WORKS/CC TREAS	RF.LAU04A08	1518013169	08/04/2017	none	08/04/2017	12,131.84
PUBLIC WORKS/CC TREAS	RF.MOA01B89	1518020036	08/23/2017	none	08/23/2017	1,540.21
PUBLIC WORKS/CC TREAS	RF.MOA01F10	1518020053	08/23/2017	none	08/23/2017	59,220.90
PUBLIC WORKS/CC TREAS	RF.MOA01H15	1518016057	08/11/2017	none	08/11/2017	582,114.34
PUBLIC WORKS/CC TREAS	RF.MOA03A11	1518015209	08/10/2017	none	08/10/2017	3,374.23
PUBLIC WORKS/CC TREAS	RF.MOA03A11	1518020039	08/23/2017	none	08/23/2017	8,821.10
REGIONAL FLOOD CONTR	RF.CLA04E99	1918001016	08/14/2017	none	08/16/2017	(1,564.57)
REGIONAL FLOOD CONTR	RF.CLA04E99	1918002162	08/31/2017	none	08/31/2017	(18,291.46)
REGIONAL FLOOD CONTR	RF.CLA08Q13	1918001086	08/17/2017	none	08/18/2017	(365.40)
REGIONAL FLOOD CONTR	RF.CLA08S13	1918001086	08/17/2017	none	08/18/2017	(37,926.54)
REGIONAL FLOOD CONTR	RF.CLA08T14	1918001016	08/14/2017	none	08/16/2017	(75,550.69)
REGIONAL FLOOD CONTR	RF.CLA15D12	1918001086	08/17/2017	none	08/18/2017	(338,681.79)
REGIONAL FLOOD CONTR	RF.CLA15D12	1918002162	08/31/2017	none	08/31/2017	(34,854.88)
REGIONAL FLOOD CONTR	RF.CLA15E13	1918001016	08/14/2017	none	08/16/2017	(336,471.47)
REGIONAL FLOOD CONTR	RF.CLA15E13	1918001086	08/17/2017	none	08/18/2017	(528,142.67)
REGIONAL FLOOD CONTR	RF.CLA21A00	1918001086	08/17/2017	none	08/18/2017	(11,791.76)
REGIONAL FLOOD CONTR	RF.CLA27C08	1918001016	08/14/2017	none	08/16/2017	(4,713.72)
REGIONAL FLOOD CONTR	RF.LAS14C11	1918002162	08/31/2017	none	08/31/2017	(4,180.00)
REGIONAL FLOOD CONTR	RF.LAS16O13	1918002162	08/31/2017	none	08/31/2017	(19,680.84)
REGIONAL FLOOD CONTR	RF.LAS16P15	1918002162	08/31/2017	none	08/31/2017	(129,542.26)
REGIONAL FLOOD CONTR	RF.LAS22S13	1918002162	08/31/2017	none	08/31/2017	(2,510.00)
REGIONAL FLOOD CONTR	RF.LAS22T15	1918002162	08/31/2017	none	08/31/2017	(114,934.00)
REGIONAL FLOOD CONTR	RF.LAS23E13	1918002162	08/31/2017	none	08/31/2017	(24,502.40)
REGIONAL FLOOD CONTR	RF.LAS23G15	1918002162	08/31/2017	none	08/31/2017	(34,485.80)
REGIONAL FLOOD CONTR	RF.LAS23H15	1918002162	08/31/2017	none	08/31/2017	(38,784.90)
REGIONAL FLOOD CONTR	RF.LAS24H13	1918002162	08/31/2017	none	08/31/2017	(36,672.50)
REGIONAL FLOOD CONTR	RF.LAS24J15	1918002162	08/31/2017	none	08/31/2017	(16,021.00)
REGIONAL FLOOD CONTR	RF.LAS29B15	1918002162	08/31/2017	none	08/31/2017	(23,198.00)
REGIONAL FLOOD CONTR	RF.LAS29C16	1918002162	08/31/2017	none	08/31/2017	(92,344.50)
REGIONAL FLOOD CONTR	RF.LAU04A08	1918001016	08/14/2017	none	08/16/2017	(7,893.54)
REGIONAL FLOOD CONTR	RF.LAU04A08	1918001086	08/17/2017	none	08/18/2017	(12,131.84)
REGIONAL FLOOD CONTR	RF.MES04A15	1918001016	08/14/2017	none	08/16/2017	(7,467.00)
REGIONAL FLOOD CONTR	RF.MOA01H15	1918001016	08/14/2017	none	08/16/2017	(1,324,123.28)
REGIONAL FLOOD CONTR	RF.MOA03A11	1918002162	08/31/2017	none	08/31/2017	(3,374.23)
REGIONAL FLOOD CONTR	RF.NLV01I14	1918001016	08/14/2017	none	08/16/2017	(59.90)
REGIONAL FLOOD CONTR	RF.NLV01J15	1918001016	08/14/2017	none	08/16/2017	0.30
REGIONAL FLOOD CONTR	RF.NLV03E13	1918001016	08/14/2017	none	08/16/2017	(98,436.69)
REGIONAL FLOOD CONTR	RF.NLV09E11	1918001016	08/14/2017	none	08/16/2017	(149.75)

**Regional Flood Control District  
 Monthly Expenditures  
 Capital Improvement Program  
 8/1/2017 to 8/31/2017**

**Fund 4430**

**Fiscal Year - 2018**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
REGIONAL FLOOD CONTR	RF.NLV09E11	1918002162	08/31/2017	none	08/31/2017	(4,414.75)
REGIONAL FLOOD CONTR	RF.NLV09I13	1918001016	08/14/2017	none	08/16/2017	(225.59)
REGIONAL FLOOD CONTR	RF.NLV18F13	1918001016	08/14/2017	none	08/16/2017	(13,974.79)
REGIONAL FLOOD CONTR	RF.NLV18H14	1918001016	08/14/2017	none	08/16/2017	(97.18)
REGIONAL FLOOD CONTR	RF.NLV18I16	1918001016	08/14/2017	none	08/16/2017	(10,448.18)
VTN NEVADA	RF.HEN16A01	7520#45	08/10/2017	4800006059 00020	08/25/2017	11,593.25
<b>Fiscal Year Total</b>						<b>\$2,362,096.45</b>
<b>Fund Total</b>						<b>\$5,770,104.02</b>

**REGIONAL FLOOD CONTROL DISTRICT  
 FUND 4440 - CAPITAL IMPROVEMENTS BOND FUND  
 FUND BALANCE REPORT  
 AUGUST 2017**

BEGINNING CASH BALANCE:	19,144,535.98	
Accruals/Adjustments	<u>0.00</u>	
TOTAL BEGINNING CASH BALANCE		\$19,144,535.98
REVENUES:		
Interest Income	22,568.38	
Proceeds from Bonds and Loans	0.00	
Other	<u>0.00</u>	
TOTAL MONTHLY REVENUES		\$22,568.38
EXPENDITURES:		
Capital Improvement Program	0.00	
Professional Services	0.00	
Project Reimbursements	0.00	
Fund 4430 - Transfer Out Reallocated Expenses	0.00	
Accruals/Adjustments		
Contracts Retention Payable	0.00	
Contracts Retention Interest Payable	0.00	
Accounts Payable	0.00	
Miscellaneous Accruals/Adjustments	<u>0.00</u>	
TOTAL MONTHLY EXPENDITURES		<u>\$0.00</u>
ENDING CASH BALANCE:		<u><u>\$19,167,104.36</u></u>

**Regional Flood Control District  
 Monthly Expenditures  
 Capital Improvement Program  
 8/1/2017 to 8/31/2017**

**Fund 4440**

**Fiscal Year - 2017**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
REGIONAL FLOOD CONTR	RF.CLA27D13	1017038337	06/30/2017	none	08/14/2017	138,160.40
<b>Fiscal Year Total</b>						<b>\$138,160.40</b>

**Fiscal Year - 2018**

<u>Vendor</u>	<u>Project</u>	<u>Invoice No.</u>	<u>Inv. Date</u>	<u>PO Number</u>	<u>Date Paid</u>	<u>Amount</u>
REGIONAL FLOOD CONTR	RF.CLA27D13	1918001016	08/14/2017	none	08/16/2017	(138,160.40)
<b>Fiscal Year Total</b>						<b>(\$138,160.40)</b>
<b>Fund Total</b>						<b>\$0.00</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Boulder City**

**RF.BOU01C10**

**Hemenway System, Phase II Improvements**

**Interlocal Amount \$745,000.00**

**Original Funding Date 02/11/2010**

**Expiration Date 01/14/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$730,000.00	\$568,792.34	\$161,207.66
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$15,000.00	\$7,726.67	\$7,273.33
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$745,000.00</b>	<b>\$576,519.01</b>	<b>\$168,480.99</b>

**RF.BOU01D17**

**Hemenway System, Phase IIA Improvements**

**Interlocal Amount \$2,222,694.00**

**Original Funding Date 02/09/2017**

**Expiration Date 02/09/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$2,047,694.00	\$0.00	\$2,047,694.00
Const Engineering	\$175,000.00	\$0.00	\$175,000.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,222,694.00</b>	<b>\$0.00</b>	<b>\$2,222,694.00</b>

**RF.BOU05J10**

**North Railroad Conveyance**

**Interlocal Amount \$530,000.00**

**Original Funding Date 02/11/2010**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$515,000.00	\$493,732.86	\$21,267.14
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$15,000.00	\$7,726.67	\$7,273.33
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$530,000.00</b>	<b>\$501,459.53</b>	<b>\$28,540.47</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA04E99**

**Flamingo Wash, McLeod Dr to Maryland PKWY**

**Interlocal Amount \$2,980,000.00**

**Original Funding Date 08/12/1999**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$741,500.00	\$637,505.24	\$103,994.76
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,877,500.00	\$1,504,856.34	\$372,643.66
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$339,000.00	\$315,950.17	\$23,049.83
Other	\$22,000.00	\$17,086.99	\$4,913.01
<b>Total</b>	<b>\$2,980,000.00</b>	<b>\$2,475,398.74</b>	<b>\$504,601.26</b>

**RF.CLA08Q13**

**Duck Creek at Dean Martin**

**Interlocal Amount \$480,000.00**

**Original Funding Date 09/12/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$190,500.00	\$23,607.41	\$166,892.59
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$274,000.00	\$246,153.55	\$27,846.45
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$15,500.00	\$10,865.00	\$4,635.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$480,000.00</b>	<b>\$280,625.96</b>	<b>\$199,374.04</b>

**RF.CLA08R13**

**Duck Creek, Las Vegas Boulevard**

**Interlocal Amount \$485,000.00**

**Original Funding Date 09/12/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$1,000.00	\$0.00	\$1,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$483,000.00	\$0.00	\$483,000.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$1,000.00	\$0.00	\$1,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$485,000.00</b>	<b>\$0.00</b>	<b>\$485,000.00</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA08S13**

**Silverado Ranch Detention Basin and Outfall Facilities  
Interlocal Amount \$1,370,000.00**

**Original Funding Date 09/12/2013  
Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$31,000.00	\$5,589.10	\$25,410.90
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,248,000.00	\$436,772.15	\$811,227.85
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$81,000.00	\$22,072.96	\$58,927.04
Other	\$10,000.00	\$0.00	\$10,000.00
<b>Total</b>	<b>\$1,370,000.00</b>	<b>\$464,434.21</b>	<b>\$905,565.79</b>

**RF.CLA08W16**

**Duck Creek at Dean Martin  
Interlocal Amount \$3,787,357.00**

**Original Funding Date 10/13/2016  
Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$3,472,857.00	\$0.00	\$3,472,857.00
Const Engineering	\$314,500.00	\$0.00	\$314,500.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$3,787,357.00</b>	<b>\$0.00</b>	<b>\$3,787,357.00</b>

**RF.CLA10F10**

**Flamingo Wash, Industrial Road to Hotel Rio Drive  
Interlocal Amount \$46,000.00**

**Original Funding Date 04/08/2010  
Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$10,500.00	\$6,574.40	\$3,925.60
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$32,000.00	\$18,553.85	\$13,446.15
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$3,500.00	\$2,618.17	\$881.83
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$46,000.00</b>	<b>\$27,746.42</b>	<b>\$18,253.58</b>



# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA10H13**

**Airport Channel - Naples**

**Interlocal Amount \$600,000.00**

**Original Funding Date 09/12/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$1,088.00	\$912.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$579,000.00	\$220,971.01	\$358,028.99
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$19,000.00	\$0.00	\$19,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$600,000.00</b>	<b>\$222,059.01</b>	<b>\$377,940.99</b>

**RF.CLA15D12**

**LVW Sloan-Bonanza, Flam W below Nellis**

**Interlocal Amount \$6,122,000.00**

**Original Funding Date 06/14/2012**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$22,000.00	\$9,552.24	\$12,447.76
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$5,291,000.00	\$4,578,436.95	\$712,563.05
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$220,000.00	\$94,464.74	\$125,535.26
Other	\$589,000.00	\$488,442.91	\$100,557.09
<b>Total</b>	<b>\$6,122,000.00</b>	<b>\$5,170,896.84</b>	<b>\$951,103.16</b>

**RF.CLA21A00**

**Orchard Detention Basin**

**Interlocal Amount \$1,674,700.00**

**Original Funding Date 07/13/2000**

**Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$428,000.00	\$382,123.56	\$45,876.44
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$973,000.00	\$789,231.33	\$183,768.67
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$251,900.00	\$150,188.32	\$101,711.68
Other	\$21,800.00	\$20,081.83	\$1,718.17
<b>Total</b>	<b>\$1,674,700.00</b>	<b>\$1,341,625.04</b>	<b>\$333,074.96</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA27C08**

**Flamingo Diversion - Rainbow Branch**  
**Interlocal Amount \$1,030,000.00**

**Original Funding Date 08/14/2008**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$33,000.00	\$11,521.30	\$21,478.70
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$897,000.00	\$759,902.60	\$137,097.40
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$8,791.09	\$1,208.91
Other	\$90,000.00	\$49,690.28	\$40,309.72
<b>Total</b>	<b>\$1,030,000.00</b>	<b>\$829,905.27</b>	<b>\$200,094.73</b>

**RF.CLD19A17**

**Katie Avenue Storm Drain - Local Drainage Improvements**  
**Interlocal Amount \$994,016.50**

**Original Funding Date 07/13/2017**  
**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$994,016.50	\$0.00	\$994,016.50
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$994,016.50</b>	<b>\$0.00</b>	<b>\$994,016.50</b>

**RF.SEA03B17**

**Searchlight-South, Encinitas St. Storm Drain**  
**Interlocal Amount \$2,530,000.00**

**Original Funding Date 08/10/2017**  
**Expiration Date 06/30/2022**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$2,330,000.00	\$0.00	\$2,330,000.00
Const Engineering	\$200,000.00	\$0.00	\$200,000.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,530,000.00</b>	<b>\$0.00</b>	<b>\$2,530,000.00</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County Outlying**

**RF.BUN01D11**

**Windmill Wash Detention Basin Expansion**

**Interlocal Amount \$880,000.00**

**Original Funding Date 02/10/2011**

**Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$94,000.00	\$32,052.15	\$61,947.85
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$655,000.00	\$595,571.05	\$59,428.95
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$124,000.00	\$115,797.47	\$8,202.53
Other	\$7,000.00	\$0.00	\$7,000.00
<b>Total</b>	<b>\$880,000.00</b>	<b>\$743,420.67</b>	<b>\$136,579.33</b>

**RF.GSP01B10**

**Goodsprings - Phase I**

**Interlocal Amount \$83,400.00**

**Original Funding Date 03/11/2010**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$57,500.00	\$50,397.24	\$7,102.76
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$25,400.00	\$19,668.97	\$5,731.03
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$500.00	\$0.00	\$500.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$83,400.00</b>	<b>\$70,066.21</b>	<b>\$13,333.79</b>

**RF.LAU04A08**

**SR 163 at Casino Drive**

**Interlocal Amount \$473,500.00**

**Original Funding Date 10/09/2008**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$11,500.00	\$3,643.86	\$7,856.14
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$386,500.00	\$305,865.77	\$80,634.23
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$75,500.00	\$59,700.61	\$15,799.39
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$473,500.00</b>	<b>\$369,210.24</b>	<b>\$104,289.76</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County Outlying**

**RF.MOA01B89**

**Muddy River West Levee, Moapa Valley**

**Interlocal Amount \$13,501,000.00**

**Original Funding Date 05/11/1989**

**Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$10,811,200.00	\$10,810,530.39	\$669.61
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$2,448,000.00	\$1,826,342.42	\$621,657.58
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$132,500.00	\$130,581.84	\$1,918.16
Other	\$109,300.00	\$108,590.00	\$710.00
<b>Total</b>	<b>\$13,501,000.00</b>	<b>\$12,876,044.65</b>	<b>\$624,955.35</b>

**RF.MOA01F10**

**Muddy River Logandale Levee**

**Interlocal Amount \$1,753,000.00**

**Original Funding Date 03/11/2010**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$580,500.00	\$489,142.53	\$91,357.47
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$970,000.00	\$787,483.22	\$182,516.78
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$103,500.00	\$64,883.35	\$38,616.65
Other	\$99,000.00	\$53,490.00	\$45,510.00
<b>Total</b>	<b>\$1,753,000.00</b>	<b>\$1,394,999.10</b>	<b>\$358,000.90</b>

**RF.MOA01H15**

**Muddy River Logandale Levee**

**Interlocal Amount \$7,200,000.00**

**Original Funding Date 01/08/2015**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$6,800,000.00	\$4,885,935.21	\$1,914,064.79
Const Engineering	\$400,000.00	\$49,572.00	\$350,428.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$7,200,000.00</b>	<b>\$4,935,507.21</b>	<b>\$2,264,492.79</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Clark County Outlying**

**RF.MOA03A11**

**Fairgrounds Detention Basin  
Interlocal Amount \$964,000.00**

**Original Funding Date 02/10/2011  
Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$25,500.00	\$22,331.30	\$3,168.70
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$749,000.00	\$384,988.79	\$364,011.21
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$172,500.00	\$146,365.41	\$26,134.59
Other	\$17,000.00	\$0.00	\$17,000.00
<b>Total</b>	<b>\$964,000.00</b>	<b>\$553,685.50</b>	<b>\$410,314.50</b>

**RF.SEA03A09**

**Searchlight - South, Encinitas St Storm Drain  
Interlocal Amount \$138,000.00**

**Original Funding Date 08/13/2009  
Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$500.00	\$0.00	\$500.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$137,000.00	\$30,882.44	\$106,117.56
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$500.00	\$0.00	\$500.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$138,000.00</b>	<b>\$30,882.44</b>	<b>\$107,117.56</b>

**ENTITY: COE/Clark County**

**RF.COEG294**

**Tropicana & Flamingo Washes  
Interlocal Amount \$36,259,348.00**

**Original Funding Date 01/12/1995  
Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$26,846,216.04	\$25,901,377.25	\$944,838.79
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$9,413,131.96	\$9,362,696.71	\$50,435.25
<b>Total</b>	<b>\$36,259,348.00</b>	<b>\$35,264,073.96</b>	<b>\$995,274.04</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Henderson**

**RF.HEN05E09**

**Pittman, Horizon Ridge Detention Basin**

**Interlocal Amount \$727,285.00**

**Original Funding Date 12/10/2009**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$49,003.78	\$49,003.78	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$589,803.05	\$489,793.71	\$100,009.34
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$88,478.17	\$88,478.17	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$727,285.00</b>	<b>\$627,275.66</b>	<b>\$100,009.34</b>

**RF.HEN06H09**

**Equestrian Detention Basin Expansion**

**Interlocal Amount \$346,797.00**

**Original Funding Date 08/13/2009**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$29,013.00	\$29,013.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$285,236.00	\$269,295.39	\$15,940.61
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$12,818.00	\$12,818.00	\$0.00
Other	\$19,730.00	\$0.00	\$19,730.00
<b>Total</b>	<b>\$346,797.00</b>	<b>\$311,126.39</b>	<b>\$35,670.61</b>

**RF.HEN12I09**

**Pittman, West Horizon - Palm Hills**

**Interlocal Amount \$275,078.00**

**Original Funding Date 07/09/2009**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$22,708.00	\$22,707.77	\$0.23
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$209,643.00	\$159,704.44	\$49,938.56
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$42,727.00	\$41,126.66	\$1,600.34
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$275,078.00</b>	<b>\$223,538.87</b>	<b>\$51,539.13</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Henderson**

**RF.HEN16A01**

**Pittman North Detention Basin & Outfall**

**Interlocal Amount \$2,181,514.00**

**Original Funding Date 07/12/2001**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$122,389.00	\$108,800.68	\$13,588.32
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,556,327.00	\$1,464,315.41	\$92,011.59
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$424,281.00	\$381,750.35	\$42,530.65
Other	\$78,517.00	\$43,101.27	\$35,415.73
<b>Total</b>	<b>\$2,181,514.00</b>	<b>\$1,997,967.71</b>	<b>\$183,546.29</b>

**RF.HEN16D15**

**Pittman North Detention Basin and Outfall, Phase 1**

**Interlocal Amount \$4,342,105.00**

**Original Funding Date 01/08/2015**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$3,818,100.00	\$3,401,707.03	\$416,392.97
Const Engineering	\$524,005.00	\$57,209.28	\$466,795.72
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$4,342,105.00</b>	<b>\$3,458,916.31</b>	<b>\$883,188.69</b>

**RF.HEN16E15**

**Pittman North DB & Outfall, Phase II - Starr Avenue**

**Interlocal Amount \$2,000,321.00**

**Original Funding Date 10/08/2015**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$1,852,096.00	\$1,775,456.24	\$76,639.76
Const Engineering	\$148,225.00	\$39,369.58	\$108,855.42
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,000,321.00</b>	<b>\$1,814,825.82</b>	<b>\$185,495.18</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Henderson**

**RF.HEN16F17**

**Pittman North Detention Basin & Outfall, Phase III**

**Interlocal Amount \$19,669,494.00**

**Original Funding Date 07/13/2017**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$18,669,494.00	\$0.00	\$18,669,494.00
Const Engineering	\$1,000,000.00	\$0.00	\$1,000,000.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$19,669,494.00</b>	<b>\$0.00</b>	<b>\$19,669,494.00</b>

**RF.HEN22A09**

**Anthem Pkwy Channel, Horizon Ridge to Sienna Heights**

**Interlocal Amount \$179,474.00**

**Original Funding Date 07/09/2009**

**Expiration Date 12/31/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$169,474.00	\$88,056.93	\$81,417.07
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$5,000.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$179,474.00</b>	<b>\$93,056.93</b>	<b>\$86,417.07</b>

**RF.HEN23A09**

**Center Street Storm Drain**

**Interlocal Amount \$584,255.00**

**Original Funding Date 08/13/2009**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$13,870.00	\$13,870.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$548,855.00	\$521,487.70	\$27,367.30
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$21,530.00	\$21,530.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$584,255.00</b>	<b>\$556,887.70</b>	<b>\$27,367.30</b>



## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RFLAS14C11**

**Freeway Channel-Washington, MLK to Rancho Drive  
Interlocal Amount \$998,510.00**

**Original Funding Date 07/14/2011  
Expiration Date 12/30/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$5,000.00	\$965.23	\$4,034.77
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$988,510.00	\$956,071.99	\$32,438.01
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$998,510.00</b>	<b>\$957,037.22</b>	<b>\$41,472.78</b>

**RFLAS16L11**

**Rancho Road System - Elkhorn, Ft Apache to Grand Canyon  
Interlocal Amount \$400,000.00**

**Original Funding Date 07/14/2011  
Expiration Date 12/30/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$5,000.00	\$0.00	\$5,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$390,000.00	\$380,669.38	\$9,330.62
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$400,000.00</b>	<b>\$380,669.38</b>	<b>\$19,330.62</b>

**RFLAS16O13**

**Rancho Rd System-Elkhorn, Fort Apache to Grand Canyon  
Interlocal Amount \$2,358,400.00**

**Original Funding Date 12/12/2013  
Expiration Date 01/01/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$2,174,100.00	\$2,028,395.77	\$145,704.23
Const Engineering	\$184,300.00	\$163,259.54	\$21,040.46
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,358,400.00</b>	<b>\$2,191,655.31</b>	<b>\$166,744.69</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RFLAS16P15**

**Rancho Road System - Elkhorn, Grand Canyon to Hualapai**  
**Interlocal Amount \$554,000.00**

**Original Funding Date 07/09/2015**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$550,000.00	\$199,515.67	\$350,484.33
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$554,000.00</b>	<b>\$199,515.67</b>	<b>\$354,484.33</b>

**RFLAS22S13**

**Brent Drainage System-Floyd Lamb Park to Durango Drive**  
**Interlocal Amount \$533,365.00**

**Original Funding Date 07/11/2013**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$1,000.00	\$0.00	\$1,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$530,365.00	\$389,272.74	\$141,092.26
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$533,365.00</b>	<b>\$389,272.74</b>	<b>\$144,092.26</b>

**RFLAS22T15**

**Brent Drainage System - Floyd Lamb Park to Durango Drive**  
**Interlocal Amount \$4,900,700.00**

**Original Funding Date 08/13/2015**  
**Expiration Date 12/31/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$4,600,000.00	\$114,934.00	\$4,485,066.00
Const Engineering	\$300,700.00	\$119.12	\$300,580.88
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$4,900,700.00</b>	<b>\$115,053.12</b>	<b>\$4,785,646.88</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RF.LAS23E13**

**Centennial Pkwy Channel West-CC 215, Pioneer Way to US95**

**Interlocal Amount \$1,070,687.00**

**Original Funding Date 07/11/2013**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$604.38	\$1,395.62
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,063,687.00	\$818,045.21	\$245,641.79
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,070,687.00</b>	<b>\$818,649.59</b>	<b>\$252,037.41</b>

**RF.LAS23F14**

**Centennial Parkway Channel West-CC215, Pioneer Way to US95**

**Interlocal Amount \$13,900,000.00**

**Original Funding Date 11/13/2014**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$12,800,000.00	\$10,120,636.63	\$2,679,363.37
Const Engineering	\$1,100,000.00	\$55,880.58	\$1,044,119.42
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$13,900,000.00</b>	<b>\$10,176,517.21</b>	<b>\$3,723,482.79</b>

**RF.LAS23G15**

**Centennial Parkway Channel West-US95, CC215 to Durango**

**Interlocal Amount \$1,261,471.00**

**Original Funding Date 07/09/2015**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$4,000.00	\$0.00	\$4,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,253,471.00	\$813,138.46	\$440,332.54
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$4,000.00	\$0.00	\$4,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,261,471.00</b>	<b>\$813,138.46</b>	<b>\$448,332.54</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RF.LAS23H15**

**Centennial Parkway Channel West-US95, Durango to Grand Teton**  
**Interlocal Amount \$985,231.00**

**Original Funding Date 07/09/2015**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$981,231.00	\$505,214.77	\$476,016.23
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$985,231.00</b>	<b>\$505,214.77</b>	<b>\$480,016.23</b>

**RF.LAS23I17**

**Cent Pkwy Chnl West-US95, CC215 to Grand Teton, Kyle Cyn**  
**Interlocal Amount \$28,713,363.00**

**Original Funding Date 03/09/2017**  
**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$26,903,054.00	\$0.00	\$26,903,054.00
Const Engineering	\$1,810,309.00	\$0.00	\$1,810,309.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$28,713,363.00</b>	<b>\$0.00</b>	<b>\$28,713,363.00</b>

**RF.LAS24E07**

**Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boulevard)**  
**Interlocal Amount \$1,614,000.00**

**Original Funding Date 07/12/2007**  
**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$17,000.00	\$16,933.80	\$66.20
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,547,000.00	\$1,546,836.64	\$163.36
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$50,000.00	\$32,103.82	\$17,896.18
<b>Total</b>	<b>\$1,614,000.00</b>	<b>\$1,595,874.26</b>	<b>\$18,125.74</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RF.LAS24H13**

**Gowan North-Buffalo Branch, Lone Mtn to Washburn Rd**  
**Interlocal Amount \$992,000.00**

**Original Funding Date 07/11/2013**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$30,000.00	\$6,200.00	\$23,800.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$960,000.00	\$812,978.81	\$147,021.19
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$992,000.00</b>	<b>\$819,178.81</b>	<b>\$172,821.19</b>

**RF.LAS24I15**

**Gowan Box Canyon - Lone Mountain Road**  
**Interlocal Amount \$704,000.00**

**Original Funding Date 07/09/2015**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$700,000.00	\$194,685.90	\$505,314.10
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$704,000.00</b>	<b>\$194,685.90</b>	<b>\$509,314.10</b>

**RF.LAS24J15**

**Gowan North - El Capitan Branch, Lone Mountain to Ann Road**  
**Interlocal Amount \$785,478.00**

**Original Funding Date 07/09/2015**  
**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$781,478.00	\$476,342.38	\$305,135.62
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$785,478.00</b>	<b>\$476,342.38</b>	<b>\$309,135.62</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RF.LAS24K17**

**Gowan North-Buffalo Branch, Lone Mtn to Washburn Rd**

**Interlocal Amount \$9,033,142.00**

**Original Funding Date 05/18/2017**

**Expiration Date 04/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$8,442,189.00	\$0.00	\$8,442,189.00
Const Engineering	\$590,953.00	\$0.00	\$590,953.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$9,033,142.00</b>	<b>\$0.00</b>	<b>\$9,033,142.00</b>

**RF.LAS24L17**

**Gowan North-EI Capitan Branch, Ann Rd to Centennial Pkwy**

**Interlocal Amount \$561,670.00**

**Original Funding Date 08/10/2017**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$557,670.00	\$0.00	\$557,670.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$561,670.00</b>	<b>\$0.00</b>	<b>\$561,670.00</b>

**RF.LAS25B13**

**Cedar Avenue Channel Improvements**

**Interlocal Amount \$831,489.00**

**Original Funding Date 07/11/2013**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$827,489.00	\$689,566.15	\$137,922.85
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$831,489.00</b>	<b>\$689,566.15</b>	<b>\$141,922.85</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**REF.LAS28C12**

**Las Vegas Wash - Sloan Channel to Cedar Avenue**

**Interlocal Amount \$110,000.00**

**Original Funding Date 06/14/2012**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$110,000.00	\$70,008.44	\$39,991.56
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$110,000.00</b>	<b>\$70,008.44</b>	<b>\$39,991.56</b>

**REF.LAS29B15**

**Flamingo-Boulder HWY N-Boulder HWY Sahara to Charleston**

**Interlocal Amount \$1,226,003.00**

**Original Funding Date 12/10/2015**

**Expiration Date 12/31/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$4,000.00	\$0.00	\$4,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,218,003.00	\$863,712.64	\$354,290.36
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$4,000.00	\$0.00	\$4,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,226,003.00</b>	<b>\$863,712.64</b>	<b>\$362,290.36</b>

**REF.LAS29C16**

**Flamingo-Bldr Hwy, N Charleston-Maryland Pkwy System**

**Interlocal Amount \$1,215,549.00**

**Original Funding Date 09/08/2016**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$5,000.00	\$0.00	\$5,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,205,549.00	\$144,549.11	\$1,060,999.89
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,215,549.00</b>	<b>\$144,549.11</b>	<b>\$1,070,999.89</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: Las Vegas**

**RF.LAS29D17**

**Flamingo-Boulder Hwy North, Charleston, Main to Maryland**

**Interlocal Amount \$325,192.00**

**Original Funding Date 08/10/2017**

**Expiration Date 06/30/2020**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$321,192.00	\$0.00	\$321,192.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$325,192.00</b>	<b>\$0.00</b>	<b>\$325,192.00</b>

**RF.LAS30A13**

**Gowan-Alexander Rd., Rancho Drive to Decatur Boulevard**

**Interlocal Amount \$711,938.00**

**Original Funding Date 07/11/2013**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$3,000.00	\$0.00	\$3,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$706,938.00	\$260,779.40	\$446,158.60
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$2,000.00	\$0.00	\$2,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$711,938.00</b>	<b>\$260,779.40</b>	<b>\$451,158.60</b>

**RF.LLD10B13**

**Buckskin Avenue Storm Drain**

**Interlocal Amount \$1,200,000.00**

**Original Funding Date 07/11/2013**

**Expiration Date 12/30/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$1,200,000.00	\$0.00	\$1,200,000.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,200,000.00</b>	<b>\$0.00</b>	<b>\$1,200,000.00</b>



## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

#### ENTITY: Mesquite

RF.MES01E17

Town Wash-Mesa Boulevard, El Dorado to Town Wash

Interlocal Amount \$340,303.00

Original Funding Date 09/14/2017

Expiration Date 09/30/2018

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$340,303.00	\$0.00	\$340,303.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$340,303.00</b>	<b>\$0.00</b>	<b>\$340,303.00</b>

RF.MES04A15

Virgin River Flood Wall

Interlocal Amount \$517,000.00

Original Funding Date 11/12/2015

Expiration Date 07/30/2018

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$2,000.00	\$0.00	\$2,000.00
Pre-Design	\$208,278.00	\$194,640.56	\$13,637.44
Design	\$291,722.00	\$0.00	\$291,722.00
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$15,000.00	\$0.00	\$15,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$517,000.00</b>	<b>\$194,640.56</b>	<b>\$322,359.44</b>

#### ENTITY: North Las Vegas

RF.NLD14A15

Oak Island Drive Storm Drain

Interlocal Amount \$497,750.00

Original Funding Date 07/09/2015

Expiration Date 12/31/2020

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$497,750.00	\$0.00	\$497,750.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$497,750.00</b>	<b>\$0.00</b>	<b>\$497,750.00</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: North Las Vegas**

**RF.NLV01G11**

**Ann Road Channel East, ULVW to Fifth Street**

**Interlocal Amount \$1,063,556.00**

**Original Funding Date 08/11/2011**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$378,556.00	\$316,746.84	\$61,809.16
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$650,000.00	\$644,224.14	\$5,775.86
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$25,000.00	\$0.00	\$25,000.00
<b>Total</b>	<b>\$1,063,556.00</b>	<b>\$960,970.98</b>	<b>\$102,585.02</b>

**RF.NLV01H13**

**Las Vegas Wash - "N" Channel, Cheyenne to Gowan**

**Interlocal Amount \$317,990.00**

**Original Funding Date 10/10/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$38,500.00	\$34,533.51	\$3,966.49
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$244,880.00	\$222,051.18	\$22,828.82
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$23,030.00	\$22,583.97	\$446.03
Other	\$11,580.00	\$11,580.00	\$0.00
<b>Total</b>	<b>\$317,990.00</b>	<b>\$290,748.66</b>	<b>\$27,241.34</b>

**RF.NLV01J15**

**Las Vegas Wash - "N" Channel, Cheyenne to Gowan**

**Interlocal Amount \$3,158,000.00**

**Original Funding Date 08/13/2015**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$2,833,000.00	\$2,788,683.43	\$44,316.57
Const Engineering	\$325,000.00	\$255,812.48	\$69,187.52
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$3,158,000.00</b>	<b>\$3,044,495.91</b>	<b>\$113,504.09</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: North Las Vegas**

**RF.NLV03E13**

**Hollywood System, Dunes South DB to Centennial Parkway**

**Interlocal Amount \$2,706,972.00**

**Original Funding Date 10/10/2013**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$1,116,972.00	\$48,708.28	\$1,068,263.72
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,580,000.00	\$1,090,840.20	\$489,159.80
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,706,972.00</b>	<b>\$1,139,548.48</b>	<b>\$1,567,423.52</b>

**RF.NLV03F17**

**Range Wash - Ann Branch**

**Interlocal Amount \$1,081,889.00**

**Original Funding Date 03/09/2017**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$250,000.00	\$0.00	\$250,000.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$821,889.00	\$22,728.47	\$799,160.53
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,081,889.00</b>	<b>\$22,728.47</b>	<b>\$1,059,160.53</b>

**RF.NLV03G17**

**Hollywood System, Centennial Pkwy-Speedway #2 DB**

**Interlocal Amount \$897,470.00**

**Original Funding Date 03/09/2017**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$507,125.00	\$0.00	\$507,125.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$380,345.00	\$8,116.81	\$372,228.19
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$897,470.00</b>	<b>\$8,116.81</b>	<b>\$889,353.19</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: North Las Vegas**

**RF.NLV04F07**

**Simmons Street Drainage Improvements - Carey to Craig**

**Interlocal Amount \$2,323,263.00**

**Original Funding Date 04/12/2007**

**Expiration Date 12/31/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$1,240,000.00	\$1,040,853.16	\$199,146.84
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,033,263.00	\$1,030,818.29	\$2,444.71
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$50,000.00	\$31,890.00	\$18,110.00
<b>Total</b>	<b>\$2,323,263.00</b>	<b>\$2,103,561.45</b>	<b>\$219,701.55</b>

**RF.NLV04K17**

**Gowan Outfall, Alexander Rd - Decatur to Simmons Street**

**Interlocal Amount \$1,931,156.00**

**Original Funding Date 02/09/2017**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,921,156.00	\$6,862.03	\$1,914,293.97
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,931,156.00</b>	<b>\$6,862.03</b>	<b>\$1,924,293.97</b>

**RF.NLV09E11**

**Vandenberg North Detention Basin & Outfall**

**Interlocal Amount \$1,268,000.00**

**Original Funding Date 04/14/2011**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$44,673.77	\$32,821.19	\$11,852.58
Pre-Design	\$123,326.23	\$123,326.23	\$0.00
Design	\$1,095,000.00	\$338,764.01	\$756,235.99
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,268,000.00</b>	<b>\$494,911.43</b>	<b>\$773,088.57</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: North Las Vegas**

**RF.NLV09I13**

**Beltway Detention Basin and Channel**

**Interlocal Amount \$1,034,000.00**

**Original Funding Date 10/10/2013**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$100,000.00	\$40,838.21	\$59,161.79
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$924,000.00	\$409,602.90	\$514,397.10
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$1,185.69	\$8,814.31
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,034,000.00</b>	<b>\$451,626.80</b>	<b>\$582,373.20</b>

**RF.NLV17C16**

**Fifth Street Collector, Centennial Pkwy to Deer Springs Way**

**Interlocal Amount \$726,079.00**

**Original Funding Date 11/10/2016**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$259,088.00	\$6,101.37	\$252,986.63
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$456,991.00	\$28,068.98	\$428,922.02
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$10,000.00	\$0.00	\$10,000.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$726,079.00</b>	<b>\$34,170.35</b>	<b>\$691,908.65</b>

**RF.NLV18A07**

**Colton Channel**

**Interlocal Amount \$1,214,634.00**

**Original Funding Date 09/13/2007**

**Expiration Date 12/31/2017**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$20,000.00	\$448.14	\$19,551.86
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$1,154,634.00	\$1,143,393.38	\$11,240.62
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$25,000.00	\$22,956.25	\$2,043.75
Other	\$15,000.00	\$8,250.00	\$6,750.00
<b>Total</b>	<b>\$1,214,634.00</b>	<b>\$1,175,047.77</b>	<b>\$39,586.23</b>

# Current Project Expense Summary

## PAY-AS-YOU-GO FUNDED PROJECTS

**ENTITY: North Las Vegas**

**RF.NLV18B07**

**Brooks Channel**

**Interlocal Amount \$677,749.00**

**Original Funding Date 09/13/2007**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$85,000.00	\$9,616.85	\$75,383.15
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$545,839.00	\$544,782.69	\$1,056.31
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$36,910.00	\$24,752.87	\$12,157.13
Other	\$10,000.00	\$0.00	\$10,000.00
<b>Total</b>	<b>\$677,749.00</b>	<b>\$579,152.41</b>	<b>\$98,596.59</b>

**RF.NLV18F13**

**Central Freeway Channel At Cheyenne**

**Interlocal Amount \$772,549.00**

**Original Funding Date 12/12/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$5,000.00	\$270.36	\$4,729.64
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$767,549.00	\$648,586.34	\$118,962.66
Construction	\$0.00	\$0.00	\$0.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$772,549.00</b>	<b>\$648,856.70</b>	<b>\$123,692.30</b>

**RF.NLV18H14**

**Brooks Channel**

**Interlocal Amount \$5,751,000.00**

**Original Funding Date 09/11/2014**

**Expiration Date 07/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$5,165,000.00	\$4,465,399.37	\$699,600.63
Const Engineering	\$586,000.00	\$224,571.56	\$361,428.44
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$5,751,000.00</b>	<b>\$4,689,970.93</b>	<b>\$1,061,029.07</b>

## Current Project Expense Summary

### PAY-AS-YOU-GO FUNDED PROJECTS

ENTITY: North Las Vegas

RF.NLV18I16

Central Freeway Channel at Cheyenne

Interlocal Amount \$11,300,000.00

Original Funding Date 12/08/2016

Expiration Date 12/31/2018

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$10,690,000.00	\$4,243,704.97	\$6,446,295.03
Const Engineering	\$610,000.00	\$79,418.88	\$530,581.12
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$11,300,000.00</b>	<b>\$4,323,123.85</b>	<b>\$6,976,876.15</b>

### Pay-As-You-Go Totals

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$44,260,314.59	\$40,166,072.52	\$4,094,242.07
Pre-Design	\$331,604.23	\$317,966.79	\$13,637.44
Design	\$48,529,892.05	\$31,821,086.33	\$16,708,805.72
Construction	\$115,289,350.50	\$33,824,852.65	\$81,464,497.85
Const Engineering	\$8,268,992.00	\$925,213.02	\$7,343,778.98
Environmental	\$2,402,674.17	\$1,759,914.43	\$642,759.74
Other	\$10,638,058.96	\$10,227,003.81	\$411,055.15
<b>Total</b>	<b>\$229,720,886.50</b>	<b>\$119,042,109.55</b>	<b>\$110,678,776.95</b>
Construction Projects = 18      Design / Other Projects = 58			

# Current Project Expense Summary

## BOND FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA04W16**

**Flamingo Wash, Eastern Avenue**

**Interlocal Amount \$1,420,000.00**

**Original Funding Date 05/19/2016**

**Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$1,300,000.00	\$200.00	\$1,299,800.00
Const Engineering	\$120,000.00	\$0.00	\$120,000.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,420,000.00</b>	<b>\$200.00</b>	<b>\$1,419,800.00</b>

**RF.CLA08T14**

**Duck Creek, Las Vegas Boulevard**

**Interlocal Amount \$7,400,000.00**

**Original Funding Date 09/11/2014**

**Expiration Date 06/30/2019**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$6,800,000.00	\$1,967,275.53	\$4,832,724.47
Const Engineering	\$600,000.00	\$195,115.63	\$404,884.37
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$7,400,000.00</b>	<b>\$2,162,391.16</b>	<b>\$5,237,608.84</b>

**RF.CLA15E13**

**LVW-Sloan to Stewart-Flam Wash below Nellis**

**Interlocal Amount \$83,384,000.00**

**Original Funding Date 10/10/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$74,952,000.00	\$71,277,353.03	\$3,674,646.97
Const Engineering	\$7,932,000.00	\$6,111,893.87	\$1,820,106.13
Environmental	\$0.00	\$0.00	\$0.00
Other	\$500,000.00	\$5,065.02	\$494,934.98
<b>Total</b>	<b>\$83,384,000.00</b>	<b>\$77,394,311.92</b>	<b>\$5,989,688.08</b>



## Current Project Expense Summary

### BOND FUNDED PROJECTS

**ENTITY: Clark County**

**RF.CLA15F16**

**Las Vegas Wash - Water Reclamation Channel**

**Interlocal Amount \$3,400,000.00**

**Original Funding Date 05/19/2016**

**Expiration Date 06/30/2021**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$3,400,000.00	\$0.00	\$3,400,000.00
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$3,400,000.00</b>	<b>\$0.00</b>	<b>\$3,400,000.00</b>

**RF.CLA27D13**

**Flamingo Diversion - Rainbow Branch**

**Interlocal Amount \$10,570,000.00**

**Original Funding Date 04/11/2013**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$9,665,000.00	\$8,497,094.67	\$1,167,905.33
Const Engineering	\$905,000.00	\$870,309.32	\$34,690.68
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$10,570,000.00</b>	<b>\$9,367,403.99</b>	<b>\$1,202,596.01</b>

**ENTITY: Clark County Outlying**

**RF.LAU04B17**

**SR 163 at Casino Drive**

**Interlocal Amount \$1,152,000.00**

**Original Funding Date 07/13/2017**

**Expiration Date 06/30/2022**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$1,060,000.00	\$0.00	\$1,060,000.00
Const Engineering	\$92,000.00	\$0.00	\$92,000.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$1,152,000.00</b>	<b>\$0.00</b>	<b>\$1,152,000.00</b>

# Current Project Expense Summary

## BOND FUNDED PROJECTS

**ENTITY: Henderson**

**RF.HEN05G16**

**Horizon Ridge Detention Basin**

**Interlocal Amount \$8,294,400.00**

**Original Funding Date 04/14/2016**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$7,680,000.00	\$0.00	\$7,680,000.00
Const Engineering	\$614,400.00	\$0.00	\$614,400.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$8,294,400.00</b>	<b>\$0.00</b>	<b>\$8,294,400.00</b>

**RF.HEN12J16**

**Palm Hills Channel**

**Interlocal Amount \$2,830,880.00**

**Original Funding Date 04/14/2016**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$2,598,738.00	\$1,757,421.12	\$841,316.88
Const Engineering	\$232,142.00	\$88,100.29	\$144,041.71
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,830,880.00</b>	<b>\$1,845,521.41</b>	<b>\$985,358.59</b>

**RF.HEN23B16**

**Center Street Storm Drain**

**Interlocal Amount \$9,731,435.15**

**Original Funding Date 03/10/2016**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$8,915,326.25	\$0.00	\$8,915,326.25
Const Engineering	\$816,108.90	\$2,654.66	\$813,454.24
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$9,731,435.15</b>	<b>\$2,654.66</b>	<b>\$9,728,780.49</b>

# Current Project Expense Summary

## BOND FUNDED PROJECTS

**ENTITY: Henderson**

**RF.HLD06A15**

**Appaloosa Storm Drain, Local Drainage Project**

**Interlocal Amount \$925,834.35**

**Original Funding Date 07/09/2015**

**Expiration Date 12/31/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$925,834.35	\$0.00	\$925,834.35
Const Engineering	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$925,834.35</b>	<b>\$0.00</b>	<b>\$925,834.35</b>

**ENTITY: Las Vegas**

**RE.LAS14D14**

**Freeway Channel-Washington, MLK to Rancho Drive**

**Interlocal Amount \$11,405,343.00**

**Original Funding Date 02/13/2014**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$10,500,343.00	\$0.00	\$10,500,343.00
Const Engineering	\$905,000.00	\$117,254.63	\$787,745.37
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$11,405,343.00</b>	<b>\$117,254.63</b>	<b>\$11,288,088.37</b>

**ENTITY: North Las Vegas**

**RE.NLV01I14**

**Ann Road Channel East, ULVW to Fifth Street**

**Interlocal Amount \$5,838,100.00**

**Original Funding Date 03/13/2014**

**Expiration Date 06/30/2018**

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$5,258,100.00	\$5,237,297.52	\$20,802.48
Const Engineering	\$580,000.00	\$336,611.79	\$243,388.21
Environmental	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$5,838,100.00</b>	<b>\$5,573,909.31</b>	<b>\$264,190.69</b>

## Current Project Expense Summary

### BOND FUNDED PROJECTS

### Bond Totals

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$133,055,341.60	\$88,736,641.87	\$44,318,699.73
Const Engineering	\$12,796,650.90	\$7,721,940.19	\$5,074,710.71
Environmental	\$0.00	\$0.00	\$0.00
Other	\$500,000.00	\$5,065.02	\$494,934.98
<b>Total</b>	<b>\$146,351,992.50</b>	<b>\$96,463,647.08</b>	<b>\$49,888,345.42</b>
Construction Projects = 12      Design / Other Projects = 0			

## Capital Improvement Program - Open Projects Summary

### Pay-As-You-Go And Bond Totals

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$44,260,314.59	\$40,166,072.52	\$4,094,242.07
Pre-Design	\$331,604.23	\$317,966.79	\$13,637.44
Design	\$48,529,892.05	\$31,821,086.33	\$16,708,805.72
Construction	\$248,344,692.10	\$122,561,694.52	\$125,782,997.58
Const Engineering	\$21,065,642.90	\$8,647,153.21	\$12,418,489.69
Environmental	\$2,402,674.17	\$1,759,914.43	\$642,759.74
Other	\$11,138,058.96	\$10,232,068.83	\$905,990.13
<b>Total</b>	<b>\$376,072,879.00</b>	<b>\$215,505,956.63</b>	<b>\$160,566,922.37</b>
Construction Projects = 30      Design / Other Projects = 58			

### Pay-As-You-Go Totals

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$44,260,314.59	\$40,166,072.52	\$4,094,242.07
Pre-Design	\$331,604.23	\$317,966.79	\$13,637.44
Design	\$48,529,892.05	\$31,821,086.33	\$16,708,805.72
Construction	\$115,289,350.50	\$33,824,852.65	\$81,464,497.85
Const Engineering	\$8,268,992.00	\$925,213.02	\$7,343,778.98
Environmental	\$2,402,674.17	\$1,759,914.43	\$642,759.74
Other	\$10,638,058.96	\$10,227,003.81	\$411,055.15
<b>Total</b>	<b>\$229,720,886.50</b>	<b>\$119,042,109.55</b>	<b>\$110,678,776.95</b>
Construction Projects = 18      Design / Other Projects = 58			

### Bond Totals

Category	ILC Funding Allocation	Amount Spent	Total Remaining
Right of Way	\$0.00	\$0.00	\$0.00
Pre-Design	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00
Construction	\$133,055,341.60	\$88,736,641.87	\$44,318,699.73
Const Engineering	\$12,796,650.90	\$7,721,940.19	\$5,074,710.71
Environmental	\$0.00	\$0.00	\$0.00
Other	\$500,000.00	\$5,065.02	\$494,934.98
<b>Total</b>	<b>\$146,351,992.50</b>	<b>\$96,463,647.08</b>	<b>\$49,888,345.42</b>
Construction Projects = 12      Design / Other Projects = 0			

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Pay-As-You-Go Funding

## Boulder City

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
BOU01A87	Hemenway Wash	Closed	4,649,000.00
BOU01B88	Hemenway Wash Debris Basin	Closed	0.00
BOU01C10	Hemenway System, Phase II Improvements	Open	745,000.00
BOU01D17	Hemenway System, Phase IIA Improvements	Open	2,222,694.00
BOU02A88	Georgia Avenue Channel	Closed	613,590.23
BOU03A88	Buchanan Blvd. Channel	Closed	412,719.91
BOU03B98	Buchanan Watershed Facilities	Closed	420,240.41
BOU03C10	Buchanan Blvd., Phase III Improvements	Closed	344,263.01
BOU03D11	Buchanan Blvd., Phase III Improvements	Closed	0.00
BOU03E12	Buchanan Blvd., Phase III Improvements	Closed	4,689,402.24
BOU04A96	West Airport Watershed	Closed	128,138.69
BOU04B97	West Airport Watershed Construction	Closed	1,839,686.60
BOU04C01	Hemenway Wash	Closed	101,580.75
BOU05A98	North Railroad Watershed (Industrial Road Facility)	Closed	448,873.75
BOU05B00	North Railroad Watershed, Veteran Memorial Dr Culvert	Closed	129,206.79
BOU05G07	Yucca Street Drainage	Closed	71,036.09
BOU05H07	Bootleg Canyon Detention Basin Outfall	Closed	521,408.23
BOU05J10	North Railroad Conveyance	Open	530,000.00
BOU05K11	Bootleg Canyon Detention Basin, Phase II	Closed	829,854.43
BOU05L11	North Railroad Conveyance	Closed	3,503,502.20
BOU06A99	Ville Drive Flood Control Facilities	Closed	144,261.08
BOU06B01	Ville Drive Flood Control Facilities	Closed	747,314.67
			<b>\$23,091,773.08</b>

## Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
CLA01A87	Upper Flamingo Wash Detention Basin & Outfall	Closed	6,932,932.63
CLA01B04	F4 Patrick Lane/Ft Apache Road Lateral	Closed	482,000.00
CLA01D07	Flamingo Hacienda	Closed	4,037,385.53
CLA02A88	Rawhide Channel	Closed	69,932.30
CLA02B90	Rawhide Channel/Eastern Av Drainage Structure	Closed	155,540.00
CLA02C90	Rawhide Channel/Eastern Outfall	Closed	115,000.00
CLA02D90	Rawhide Channel/Eastern-Topaz	Closed	1,069,252.07
CLA02E91	Rawhide Channel/McLeod-Mtn Vista	Closed	166,990.74
CLA02G99	Rawhide Channel at Sagebrush Street	Closed	441,753.51
CLA03A88	Van Buskirk Channel - Predesign	Closed	118,463.30
CLA03B90	Van Buskirk Channel Outfall	Closed	3,332,227.08
CLA03C90	Van Buskirk Channel - ROW	Closed	(202,889.63)
CLA03D91	Van Buskirk System/Spencer-Rochelle	Closed	808,963.97
CLA03H93	Van Buskirk Channel / Phases IIA & VI Construction	Closed	6,112,843.32
CLA04A89	Flamingo Wash Bridge @ Eastern	Closed	61,900.00
CLA04B89	Flamingo Wash Bridge @ Arville	Closed	294,818.61
CLA04C90	Flamingo Wash Bridge @ Paradise & Palos Verde	Closed	1,711,276.60
CLA04D93	Flamingo Wash - Winnick Ave. Improvements	Closed	2,739,120.64
CLA04E99	Flamingo Wash, McLeod Dr to Maryland PKWY	Open	2,980,000.00
CLA04F99	Flamingo Wash, I-515 to McLeod Dr	Closed	1,252,537.43
CLA04G00	Flamingo Wash at Boulder Highway	Closed	860,102.20
CLA04H00	Flamingo Wash, Boulder Highway to Mojave Rd	Closed	6,284,809.40
CLA04I01	Flamingo Wash, Spencer Street Bridge & Approach Channel	Closed	2,436,743.83
CLA04M06	Flamingo - Boulder HWY N, Sahara Ave to Flamingo Wash	Closed	1,027,029.82
CLA04Q08	Flamingo Wash, Nellis Blvd to I-515	Closed	995,990.90

# Regional Flood Control District

## Capital Improvement Projects - Cumulative Reporting

### Pay-As-You-Go Funding

#### Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
CLA04R08	Flamingo Wash, Desert Inn to Eastern Avenue	Closed	7,869,248.66
CLA04U10	Flamingo-Boulder Highway North, Sahara Ave to Flamingo Wash	Closed	10,933,404.28
CLA04V10	Flamingo Wash, Nellis Boulevard to I-515	Closed	11,132,175.16
CLA05A91	Duck Creek Bridges @ Tomiyasu & La Casita	Closed	814,243.47
CLA06A91	Range Wash Confluence Detention Basin Facilities	Closed	479,952.25
CLA07A92	Sloan Channel (Las Vegas Wash to Owens)	Closed	4,820,788.11
CLA07B01	Sloan Channel, Las Vegas Wash to Charleston	Closed	340,747.81
CLA08A92	Lower Duck Creek Detention Basin Predesign	Closed	807,918.53
CLA08B93	Lower Duck Creek DB ROW	Closed	5,921,794.42
CLA08C98	Lower Duck Creek Detention Basin & Outfall Channel	Closed	(11,828.26)
CLA08D01	Duck Creek, Lower Detention Basin to I-15	Closed	9,691,844.67
CLA08F03	Duck Creek, Lower Detention Basin to Silverado Ranch Blvd	Closed	3,717,281.04
CLA08H05	Duck Creek, Railroad Detention Basin	Closed	673,683.44
CLA08K07	Duck Creek Channel, Silverado Ranch Blvd to Las Vegas Blvd	Closed	8,698,135.53
CLA08M08	Duck Creek, Railroad Detention Basin	Closed	13,302,732.94
CLA08Q13	Duck Creek at Dean Martin	Open	480,000.00
CLA08R13	Duck Creek, Las Vegas Boulevard	Open	485,000.00
CLA08S13	Silverado Ranch Detention Basin and Outfall Facilities	Open	1,370,000.00
CLA08W16	Duck Creek at Dean Martin	Open	3,787,357.00
CLA09A97	Durango Collector (Hacienda to Twain)	Closed	366,253.18
CLA09B99	Durango Collector (Twain to Hacienda)	Closed	100,005.00
CLA09C06	Durango Collector (Twain to Hacienda)	Closed	1,126.53
CLA10A97	Tropicana Wash (Paradise Road to Koval Lane)	Closed	228,665.56
CLA10D07	Tropicana Wash at Swenson Street	Closed	1,253,646.20
CLA10F10	Flamingo Wash, Industrial Road to Hotel Rio Drive	Open	46,000.00
CLA10G12	Tropicana Wash at Swenson Street	Closed	7,083,798.07
CLA10H13	Airport Channel - Naples	Open	600,000.00
CLA12A97	Desert Inn Detention Basin & Collection System	Closed	346,843.68
CLA12B98	Desert Inn Detention Basin & Collection System/DI Lateral	Closed	43,197.00
CLA12C99	Desert Inn Detention Basin & Collection System	Closed	689.01
CLA13A97	Lakes Detention Basin, Collection System, & Outfall	Closed	531,803.87
CLA13B98	Lakes Detention Basin Collection System & Outfall	Closed	788,631.74
CLA13C98	Lakes DB Collection System	Closed	783,619.03
CLA14A97	Duck Creek (Hollywood to Stephanie Street)	Closed	138,962.97
CLA14B99	Duck Creek Channel (Hollywood Blvd to Stephaine St)--ROWA	Closed	375,552.00
CLA14C99	Duck Creek, Sunset Road to Eastern Ave	Closed	560,650.99
CLA14D99	Duck Creek, Hollywood Blvd to Stephanie Street	Closed	1,651,449.79
CLA14E99	Duck Creek, Stephanie St to Green Valley PKWY	Closed	321,054.87
CLA14F00	Duck Creek, Emerald Avenue to Stephanie St	Closed	5,987,176.80
CLA14G00	Duck Creek at Robindale Road	Closed	1,066,974.02
CLA14H00	Duck Creek, Tomiyasu Lane to Topaz St	Closed	3,548,160.77
CLA14I02	Duck Creek, US 95 Branch	Closed	1,107,637.45
CLA14L02	Duck Creek, Phase II and Lower Pittman	Closed	13,651,024.74
CLA14R04	Duck Creek, Mountain Vista Street to Green Valley PKWY	Closed	707,824.31
CLA14S07	Duck Creek, Eldorado Lane to Spencer Street	Closed	6,139,169.42
CLA14U09	Duck Creek, Robindale to I-215	Closed	23,516.83
CLA14V10	Duck Creek, Mtn. Vista to Green Valley Parkway	Closed	8,976,052.51
CLA15B99	Colorado Avenue Storm Drain System	Closed	(41,517.92)
CLA15C09	Las Vegas Wash, Sloan Lane to Stewart Ave	Closed	193,555.23
CLA15D12	LVW Sloan-Bonanza, Flam W below Nellis	Open	6,122,000.00
CLA16A98	Upr Duck Ck, Ctrl Duck Ck, Lwr Blue Diamond & Bird Sp/ROW	Closed	2,226,784.41

# Regional Flood Control District

## Capital Improvement Projects - Cumulative Reporting

### Pay-As-You-Go Funding

#### Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
CLA16B00	Upr Duck, Ctrl Duck, Lower Blue Dia, & Bird Springs DB	Closed	1,363,624.69
CLA16F04	Lower Blue Diamond Detention Basin Collector Channel	Closed	8,060,995.11
CLA16G05	Blue Diamond Wash Wigwam, UPRR to Jones Boulevard	Closed	535,000.00
CLA16H06	Blue Dia Wash S Rainbow, Pebble - Raven & Wigwam - Ford	Closed	2,444,155.20
CLA16I07	Lower Blue Diamond Detention Basin Outfall	Closed	1,694,368.59
CLA16J07	Blue Diamond Wash Wigwam, Jones Blvd to Rainbow	Closed	357,603.89
CLA16K07	Upper Duck Creek Detention Basin	Closed	3,000,000.00
CLA17E04	Blue Diamond Channel, Rainbow Branch	Closed	1,495,409.16
CLA19A99	Red Rock Channel, Naples Branch	Closed	1,333,173.93
CLA19C02	Red Rock Channel, Naples Branch - Flamingo Connector	Closed	674,561.31
CLA20A99	Washington Collection System	Closed	69,701.68
CLA20B00	Washington Collection System	Closed	680,964.62
CLA21A00	Orchard Detention Basin	Open	1,674,700.00
CLA21B12	Orchard Detention Basin	Closed	4,929,886.35
CLA22A00	Flamingo Diversion - Jones Branch	Closed	100,001.71
CLA22B03	Flamingo Diversion - Jones Branch	Closed	1,100,000.00
CLA26C08	Flam Div - South Buffalo Branch, Flamingo Wash to Patrick Lane	Closed	776,336.79
CLA27C08	Flamingo Diversion - Rainbow Branch	Open	1,030,000.00
CLA35A11	Tropicana Avenue Conveyance, LVW to Mtn. Vista	Closed	249,789.19
CLD02A11	Annie Oakley Drive at Rawhide Channel Storm Drain	Closed	84,203.00
CLD04A08	Twain at Pecos-McLeod Storm Drain	Closed	442,521.57
CLD07A07	Sunrise Area Storm Drain	Closed	914,982.31
CLD07B08	Carey Avenue Storm Drain	Closed	1,351,525.62
CLD07C10	Sunrise Ave. Storm Drain, Fogg St. to Clayton St.	Closed	154,935.40
CLD07D12	Toiyabe Street Storm Drain	Closed	0.00
CLD14A10	Tunis Ave and Karvel Street Storm Drain	Closed	189,391.53
CLD15A09	Olive Street Storm Drain, US-95 to Palm Street	Closed	800,286.13
CLD17A09	Las Vegas Blvd/Serene Ave Storm Drain	Closed	133,338.79
CLD19A17	Katie Avenue Storm Drain - Local Drainage Improvements	Open	994,016.50
CLD20A12	Washington/Hollywood Storm Drain	Closed	259,862.20
CLD98A06	Hickam Avenue Storm Drain	Closed	465,091.07
CLD99A05	Red Coach Ave/Cimarron Rd Improvements	Closed	388,200.00
SEA03B17	Searchlight-South, Encinitas St. Storm Drain	Open	2,530,000.00
			<b>\$234,808,137.70</b>

#### Clark County Outlying

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
BUN01A90	Bunkerville Channel (aka Windmill Channel)	Closed	817,795.45
BUN01B98	Bunkerville Flood Control Improvements	Closed	5,734,536.80
BUN01C05	Windmill Wash Outfall	Closed	2,839,135.00
BUN01D11	Windmill Wash Detention Basin Expansion	Open	880,000.00
GSP01A88	Goodsprings Flood Control Improvements	Closed	72,275.84
GSP01B10	Goodsprings - Phase I	Open	83,400.00
IND01A98	Indian Springs Flood Control Improvements	Closed	579,193.24
LAU01A89	Unnamed Wash, Laughlin	Closed	349,995.99
LAU02A89	Hiko Springs, Laughlin	Closed	369,974.40
LAU02B92	Hiko Springs, Laughlin, Remap	Closed	8,000.00
LAU03A96	Hiko Springs Outfall Channel	Closed	7,771,291.25
LAU04A08	SR 163 at Casino Drive	Open	473,500.00
MOA01A89	Cooper Ave. Crossing - Moapa Valley	Closed	185,000.00
MOA01B89	Muddy River West Levee, Moapa Valley	Open	13,501,000.00



# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Pay-As-You-Go Funding

## Clark County Outlying

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
MOA01C06	Muddy River, Gubler Avenue Bridge	Closed	745,638.67
MOA01D07	Muddy River, Gubler Avenue Bridge	Closed	5,319,472.98
MOA01E08	Muddy River & Trib - Cooper Ave to Yamashita St	Closed	966,120.32
MOA01F10	Muddy River Logandale Levee	Open	1,753,000.00
MOA01G11	Muddy River, Cooper Street Bridge	Closed	15,793,908.74
MOA01H15	Muddy River Logandale Levee	Open	7,200,000.00
MOA02A89	Logan Wash (aka Benson), Moapa Valley	Closed	235,040.74
MOA02B92	Logan Wash Construction	Closed	3,510,528.60
MOA03A11	Fairgrounds Detention Basin	Open	964,000.00
NEL01A88	Nelson Flood Control Improvements	Closed	2,961.95
SEA01A88	Searchlight Flood Control Improvements	Closed	861,099.97
SEA01B99	Searchlight Flood Control Improvements	Closed	5,500.00
SEA02A07	Searchlight - West, US-95	Closed	162,000.00
SEA03A09	Searchlight - South, Encinitas St Storm Drain	Open	138,000.00
			<b>\$71,322,369.94</b>

## COE/Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
COEESCRO	COE Escrow Account	Closed	15,126,215.56
COEG194	COE General Project Information	Closed	97,744.28
COEG294	Tropicana & Flamingo Washes	Open	36,259,348.00
COETF	TROPFLAM-Haz Mat	Closed	280,550.00
			<b>\$51,763,857.84</b>

## Henderson

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
HEN01A87	Pittman Wash Channel Design (Phases I, II, III)	Closed	533,554.14
HEN01B87	Warm Springs & Stephanie Street Bridges	Closed	1,660,108.81
HEN01C90	Pittman Wash Channel - Phase I Construction	Closed	2,744,110.10
HEN01F00	Pittman Wash Lower Reach	Closed	324,343.79
HEN01H09	Pittman Wash, Duck Creek at I-515	Closed	349,813.57
HEN01I14	Pittman Wash, Duck Creek at I-515	Closed	2,295,044.97
HEN02A89	Green Valley Parkway Bridge	Closed	1,128,513.78
HEN03A91	UPRR Channel	Closed	117,073.57
HEN04A91	C-1 Predesign / Mission Hills Design	Closed	1,009,074.06
HEN04B93	C-1 Channel / Lake Mead Dr. to Burkholder Design	Closed	173,333.98
HEN04E96	Mission Hills Western Interceptor Diversion	Closed	2,636,599.02
HEN04F97	Black Mountain Detention Basin	Closed	275,048.92
HEN04I98	C-1 Channel (Culvert) at Lake Mead	Closed	907,210.00
HEN04K99	Upper and Middle Reaches of the C-1 Channel	Closed	521,871.29
HEN04O09	C-1, Four Kids Wash - Lake Mead to Eagle Rock	Closed	22,905.46
HEN04P09	Racetrack Channel, Drake to Burkholder	Closed	76,414.93
HEN04Q15	Racetrack Channel, Drake to Burkholder	Closed	833,948.46
HEN05A92	Sunset D B, Collection Sys, & Outfall (Pioneer DB)	Closed	3,749,294.23
HEN05C01	Pioneer Detention Basin	Closed	4,323,566.57
HEN05D09	Pioneer Detention Basin Expansion and Inflow	Closed	325,840.81
HEN05E09	Pittman, Horizon Ridge Detention Basin	Open	727,285.00
HEN06A93	Equestrian Drive Detention Basin	Closed	388,624.49
HEN06B95	Equestrian Detention Basin	Closed	6,128,895.08
HEN06C02	Equestrian Detention Basin Outfall	Closed	681,288.27

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Pay-As-You-Go Funding

## Henderson

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
HEN06D05	C-1 Equestrian Tributary	Closed	227,591.57
HEN06F08	C-1 Equestrian Tributary	Closed	2,711,795.15
HEN06G08	Equestrian Detention Basin Outfall - Heritage Channel	Closed	4,200,444.03
HEN06H09	Equestrian Detention Basin Expansion	Open	346,797.00
HEN06IO9	Equestrian Tributary Phase II	Closed	405,636.14
HEN07A96	Pittman Park Detention Basin	Closed	1,546,249.59
HEN07B09	Pittman Wash, UPRR to Santiago	Closed	843,016.21
HEN07D09	Whitney Wash Channel	Closed	130,264.67
HEN07E11	Pittman Wash, UPRR to Santiago	Closed	8,796,470.83
HEN08A96	Railroad East Detention Basin	Closed	6,416,341.47
HEN08B08	Pittman Railroad East Conveyance	Closed	444,380.89
HEN08C08	Pittman Railroad East Conveyance	Closed	8,518,517.91
HEN09A99	Pittman East Detention Basin (collapse with HEN09A97)	Closed	119,918.19
HEN09B00	Pittman Eastern Detention Basin	Closed	6,099,436.41
HEN09D09	Pittman Seven Hills Park Channel	Closed	0.00
HEN10B99	South Pittman Detention Basin	Closed	3,202,101.72
HEN12A99	Gibson Channel at Sunset Road	Closed	40,125.00
HEN12B01	Gibson Channel Culvert at Sunset Road	Closed	364,211.76
HEN12C02	Gibson Conveyance System	Closed	237,718.78
HEN12F05	Pittman Gibson, Warm Springs Road to Kelso Dunes Avenue	Closed	10,000.00
HEN12GO6	Pittman Wash - Burns	Closed	4,251,084.08
HEN12H09	Pittman Burns, Sunset to Galleria	Closed	770,231.86
HEN12IO9	Pittman, West Horizon - Palm Hills	Open	275,078.00
HEN13A00	Boulder Highway Channel	Closed	360,070.00
HEN14A00	Pittman Pecos West Conveyance & Eastern Ave Tributary	Closed	2,355,800.39
HEN14B06	Pittman Pecos West Conveyance & Eastern Ave Tributary	Closed	6,787,948.72
HEN15A00	Pittman Wash Railroad Channel	Closed	568,801.51
HEN16A01	Pittman North Detention Basin & Outfall	Open	2,181,514.00
HEN16D15	Pittman North Detention Basin and Outfall, Phase I	Open	4,342,105.00
HEN16E15	Pittman North DB & Outfall, Phase II - Starr Avenue	Open	2,000,321.00
HEN16F17	Pittman North Detention Basin & Outfall, Phase III	Open	19,669,494.00
HEN19B06	Northeast Detention Basin Outfall	Closed	337,852.88
HEN19C07	Northeast Detention Basin, Levee and Outfall	Closed	13,366,601.89
HEN21A05	Pittman Railroad, MacDonald Ranch Channel	Closed	253,025.49
HEN21B08	Pittman Railroad, MacDonald Ranch Channel	Closed	2,025,749.22
HEN22A09	Anthem Pkwy Channel, Horizon Ridge to Sienna Heights	Open	179,474.00
HEN23A09	Center Street Storm Drain	Open	584,255.00
HEN24A11	Duck Creek, Sunset to Sandhill	Closed	535,983.84
HEN24B13	Duck Creek, Sunset to Sandhill	Closed	3,475,829.83
HLD15A06	Blackridge Road Storm Drain System	Closed	529,071.04
			<b>\$141,445,072.37</b>

## Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
LAS01A87	Angel Park Detention Basin Outflow Structure	Closed	397,978.73
LAS01B95	Angel Park Detention Basin Expansion	Closed	1,356,534.40
LAS01D09	Angel Park North - Detention Basin	Closed	597,382.00
LAS02A87	Buffalo Channel	Closed	4,167,183.73
LAS02B91	Buffalo Channel/Summerlin PKWY - Vegas Drive	Closed	126,491.20
LAS02C91	Buffalo Channel/Westcliff-Summerlin Pkwy	Closed	471,594.88
LAS02D92	Buffalo Channel/Doe Av.-Westcliff Dr	Closed	84,175.72

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Pay-As-You-Go Funding

## Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
LAS02F93	Buffalo Channel / Doe-Westcliff	Closed	1,685,430.55
LAS03A89	Gowan Rd Detention System	Closed	195,685.16
LAS03B89	Gowan Detention Basin & Outfall	Closed	4,813,519.80
LAS03D98	Gowan South Detention Basin Expansion	Closed	126,398.42
LAS03E00	Gowan South DB Expansion	Closed	2,609,639.23
LAS04A87	Oakey Boulevard System	Closed	111,106.72
LAS04B90	Oakey Bl System	Closed	631,418.63
LAS04C91	Oakey Bl System/Decatur Bl Crossing	Closed	35,000.00
LAS04E94	Oakey Conveyance Phase II	Closed	1,083,848.86
LAS05A87	Meadows Detention Basin	Closed	120,000.00
LAS05B87	Meadows Detention Basin	Closed	3,432,123.00
LAS05C00	Meadows Detention Basin Expansion (Resol 00-2)	Closed	150,000.00
LAS05D01	Meadows Detention Basin Expansion (Resol 01-3)	Closed	3,422,258.00
LAS05H08	Alta Parallel System	Closed	8,165,350.58
LAS05I08	Oakey-Meadows Storm Drain, Phase I	Closed	12,686,286.59
LAS05J10	Oakey Meadows Storm Drain-Phase II	Closed	9,822,984.14
LAS06A87	Major Conveyance System West of I-15	Closed	229,005.59
LAS06B87	Major Conveyance System East of I-15	Closed	29,022.50
LAS06C93	Freeway Channel/Sahara - Ivanhoe	Closed	670,067.29
LAS07A89	Durango Storm Drain	Closed	596,059.22
LAS08A89	Carey Ave./Lake Mead Detention & Conveyance System	Closed	6,148,651.98
LAS09A89	Washington Ave. System	Closed	313,726.91
LAS09B91	Washington Ave. System/Sandhill-Bruce	Closed	497,000.00
LAS09D92	Washington Ave./Sandhill-Virgil	Closed	1,594,925.69
LAS09F93	Washington/Sagman-LV Creek Right-of-Way	Closed	245,428.78
LAS09G94	Washington Ave. / Lena-Eastern (LOMR)	Closed	4,643,824.92
LAS09H94	Upper Washington Channel & Freeway Channel	Closed	1,206,684.74
LAS09I96	Washington/Eastern-Sagman	Closed	3,078,027.28
LAS09J97	Freeway Channel System - Alta Drive to UPRR	Closed	13,839,202.95
LAS09K97	Upper Washington Avenue - Sagman to Bonanza	Closed	4,421,963.25
LAS09L98	Freeway Channel - Alta Dr to Sahara Avenue	Closed	2,778,531.48
LAS09M98	Freeway Channel North/ Washington Avenue - Vegas Drive	Closed	257,916.45
LAS09O99	Freeway Channel - Alta Dr to Sahara Ave & Bypass Facility	Closed	(5,613.65)
LAS09P00	Freeway Channel - Alta to Sahara & Bypass Facilities (CM)	Closed	2,280,263.22
LAS09R01	Las Vegas Creek Channel - Parallel System at Decatur Blvd (Resol 01-4)	Closed	247,000.00
LAS09U05	Las Vegas Creek Channel - Parallel System	Closed	5,628,281.00
LAS09V05	Oakey Drain, Birch Street to Cahlan Drive	Closed	851,548.86
LAS09W08	Oakey Drain, Birch Street to Cahlan Drive	Closed	6,500,607.90
LAS09Y09	Oakey Drain - Cahlan Dr to Barnard Dr	Closed	370,483.19
LAS10A91	Gowan North Channel	Closed	110,000.00
LAS10B93	CAM-10 & Lone Mtn. Detention Basins Predesign	Closed	212,800.00
LAS10C94	Lone Mtn. Detention Basin	Closed	905,972.72
LAS10D95	Gowan North Channel - Gowan North Detention Basin	Closed	904,292.71
LAS10E97	Gowan North Channel - Gowan Detention Basin to Buffalo	Closed	3,150,210.59
LAS10F97	Gowan Outfall Lone Mtn Branch - Ferrell St to Kenny Way	Closed	111,327.87
LAS10H98	Gowan North Buffalo Branch (Chnl) - Atwood to Lone Mtn Rd	Closed	285,859.78
LAS10J98	Gowan North Chnl-Alexander Dr to Lone Mtn Rd & LM Outfall	Closed	651,405.16
LAS10K99	CAM 10 Detention Basin (aka Ann Road DB)	Closed	682,577.04
LAS10L99	Gowan North-Buffalo Branch	Closed	162,106.81
LAS10M00	Gowan North - Buffalo Branch (Gowan Road & Buckskin Ave)	Closed	608,179.39
LAS10N00	Gowan Outfall, Lone Mountain Branch (Allen Lane-Ferrell)	Closed	1,545,053.54

# Regional Flood Control District

## Capital Improvement Projects - Cumulative Reporting

### Pay-As-You-Go Funding

#### Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
LAS10P00	Gowan/Lone Mountain System - Gilmore Channel (CM)	Closed	8,492.19
LAS10Q01	Gowan/Lone Mountain System - Gilmore Channel (Developer Participati	Closed	1,383,723.00
LAS10R00	Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mtn Road)	Closed	2,462,085.23
LAS10Y05	Gowan Lone Mountain System - Cliff Shadows Park	Closed	1,549,850.67
LAS11A92	Rampart Storm Drain (Angel Park-Peccole 1)	Closed	44,809.03
LAS11B93	Rampart Storm Drain Construction	Closed	185,842.34
LAS12A92	Alta Storm Drain (Meadows V)	Closed	851,465.76
LAS13A92	Cheyenne Channel / Buffalo - Gowan Design	Closed	86,475.85
LAS13B94	Cheyenne Channel Crossings Developer Participation	Closed	709,000.00
LAS13C93	Cheyenne Channel / Buffalo - Gowan	Closed	1,107,787.47
LAS14A95	Washington Avenue - I-15 to Martin Luther King	Closed	74,429.00
LAS14B00	Washington Avenue & Freeway Channel North	Closed	4,887,278.94
LAS14C11	Freeway Channel-Washington, MLK to Rancho Drive	Open	998,510.00
LAS15A95	Oakey Storm Drain - I-15 to Decatur Blvd	Closed	391,238.42
LAS16A98	Ann Road Channel West/ Allen Lane - Rancho Drive	Closed	657,583.31
LAS16B99	Rancho Road System/Centennial PKWY to Rancho DB	Closed	1,198,151.00
LAS16C99	Rancho Road System/Centennial PKWY to Rancho DB	Closed	17,697.53
LAS16G07	Rancho Detention Basin, Phase II	Closed	3,953,168.82
LAS16H07	Rancho Drive System - El Campo Grande Storm Drain	Closed	4,634,244.76
LAS16I09	Ann Rd Channel West - Rainbow Blvd	Closed	475,475.33
LAS16J09	Rancho System - Beltway to Elkhorn	Closed	927,245.27
LAS16L11	Rancho Road System - Elkhorn, Ft Apache to Grand Canyon	Open	400,000.00
LAS16M12	Ann Road Channel West - Rainbow Boulevard	Closed	3,474,459.19
LAS16N13	Rancho System - Beltway to Elkhorn Road	Closed	8,681,088.21
LAS16O13	Rancho Rd System-Elkhorn, Fort Apache to Grand Canyon	Open	2,358,400.00
LAS16P15	Rancho Road System - Elkhorn, Grand Canyon to Hualapai	Open	554,000.00
LAS17A98	Las Vegas Wash/ Rancho Drive System (Peak Dr - Lake Mead)	Closed	419,095.42
LAS17D02	Las Vegas Wash - Rancho Drive System (Carey/Lake Mead DB to Peak I	Closed	6,273,291.56
LAS17F07	Peak Drive System (Jones Blvd to Michael Way)	Closed	4,501,941.03
LAS18A98	Las Vegas Wash/Smoke Ranch Sys: Peak Dr/Torrey Pines-Jones	Closed	147,617.92
LAS18B00	Las Vegas Wash - Smoke Ranch System (Peak Drive: Torrey Pines - Jone	Closed	1,782,103.78
LAS19A99	Owens Avenue System: Rancho Drive to I-15	Closed	292,162.08
LAS19B01	Owens Avenue System (Rancho Drive to I-15)	Closed	4,430,278.94
LAS19D11	Vegas Dr Storm Drain - Rancho to Shadow Mountain	Closed	10,997,022.53
LAS20A00	Rancho Rd System: Durango to US-95 Interchange	Closed	448,364.70
LAS22B05	Las Vegas Wash - Jones Blvd, Elkhorn Rd to Farm Rd	Closed	92,244.72
LAS22C06	Las Vegas Wash - Elkhorn (Rainbow Blvd to Torrey Pines Drive)	Closed	274,272.89
LAS22D06	N & S Environ Enhancement Areas - Floyd Lamb Park	Closed	2,252,837.16
LAS22E06	Las Vegas Wash - Decatur Blvd (Centennial PKWY to Farm Road)	Closed	2,454,915.36
LAS22F07	Las Vegas Wash - Rainbow (Elkhorn Road to Grand Teton Drive)	Closed	951,355.17
LAS22G07	Elkhorn Springs and Buffalo Storm Drain	Closed	280,782.51
LAS22H07	Las Vegas Wash - Elkhorn Rd, Rainbow Blvd to Torrey Pines Dr	Closed	6,561,592.06
LAS22I08	Las Vegas Wash - Decatur Blvd (Elkhorn Rd to Farm Rd)	Closed	2,950,783.84
LAS22J08	Las Vegas Wash - Jones Blvd, Elkhorn to Farm	Closed	1,683,390.48
LAS22K08	LVW - Grand Teton, Mountain Spa to Durango Drive	Closed	850,522.21
LAS22L08	LVW - Grand Teton, Buffalo Drive to Durango Drive	Closed	172,513.02
LAS22R12	LVW-Grand Teton, Mountain Spa to Durango Drive	Closed	12,250,368.51
LAS22S13	Brent Drainage System-Floyd Lamb Park to Durango Drive	Open	533,365.00
LAS22T15	Brent Drainage System - Floyd Lamb Park to Durango Drive	Open	4,900,700.00
LAS23C08	Horse Drive Interchange	Closed	5,392,419.91
LAS23D13	Centennial Parkway Channel West - US95 Crossing	Closed	1,411,812.73

# Regional Flood Control District

## Capital Improvement Projects - Cumulative Reporting

### Pay-As-You-Go Funding

#### Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
LAS23E13	Centennial Pkwy Channel West-CC 215, Pioneer Way to US95	Open	1,070,687.00
LAS23F14	Centennial Parkway Channel West-CC215, Pioneer Way to US95	Open	13,900,000.00
LAS23G15	Centennial Parkway Channel West-US95, CC215 to Durango	Open	1,261,471.00
LAS23H15	Centennial Parkway Channel West-US95, Durango to Grand Teton	Open	985,231.00
LAS23I17	Cent Pkwy Chnl West-US95, CC215 to Grand Teton, Kyle Cyn	Open	28,713,363.00
LAS24B06	Gowan North Channel - El Capitan Way to the Western Beltway	Closed	7,636,880.18
LAS24D06	Gowan Lone Mountain System - Branch 4	Closed	2,824,592.10
LAS24E07	Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boule	Open	1,614,000.00
LAS24H13	Gowan North-Buffalo Branch,Lone Mtn to Washburn Rd	Open	992,000.00
LAS24I15	Gowan Box Canyon - Lone Mountain Road	Open	704,000.00
LAS24J15	Gowan North - El Capitan Branch, Lone Mountain to Ann Road	Open	785,478.00
LAS24K17	Gowan North-Buffalo Branch, Lone Mtn to Washburn Rd	Open	9,033,142.00
LAS24L17	Gowan North-El Capitan Branch, Ann Rd to Centennial Pkwy	Open	561,670.00
LAS25B13	Cedar Avenue Channel Improvements	Open	831,489.00
LAS26A07	Grand Teton Overpass - Storm Drain	Closed	612,614.83
LAS26B08	Grand Teton Overpass - Storm Drain	Closed	1,936,755.45
LAS26C13	Grand Teton - Hualapai to Tee Pee	Closed	401,560.15
LAS27A09	Boulder HWY Sahara Ave - Mojave Rd to Boulder HWY	Closed	411,967.68
LAS28B11	Oakey Drain - Cahlan to Barnard	Closed	5,372,969.90
LAS28C12	Las Vegas Wash - Sloan Channel to Cedar Avenue	Open	110,000.00
LAS29A10	Flamingo Wash, Boulder Highway North-Main Street	Closed	346,572.69
LAS29B15	Flamingo-Boulder HWY N-Boulder HWY Sahara to Charleston	Open	1,226,003.00
LAS29C16	Flamingo-Bldr Hwy, N Charleston-Maryland Pkwy System	Open	1,215,549.00
LAS29D17	Flamingo-Boulder Hwy North, Charleston, Main to Maryland	Open	325,192.00
LAS30A13	Gowan-Alexander Rd., Rancho Drive to Decatur Boulevard	Open	711,938.00
LLD04A03	Holmby Channel	Closed	621,698.68
LLD04B07	Oakey Boulevard & Tenaya Way Storm Drain	Closed	574,017.45
LLD05A08	Jones Blvd - Alta to Borden Storm Drain	Closed	716,389.74
LLD08A11	Lexington Street Storm Drain	Closed	926,610.34
LLD09A04	Bruce Street Storm Drain	Closed	431,221.89
LLD10A05	Jay Avenue Improvements	Closed	548,443.62
LLD10B13	Buckskin Avenue Storm Drain	Open	1,200,000.00
LLD12A04	Brush Street Storm Drain	Closed	411,351.53
LLD13A02	Crystal Water Way, Lake South Dr to Desert Inn Rd	Closed	227,132.20
LLD18A02	Peak Drive, Rainbow Blvd to Torrey Pines Dr	Closed	371,781.85
LLD99A09	Gilmore Ave - Decatur Blvd to Thom Blvd Storm Drain	Closed	410,867.01
			<b>\$326,447,680.64</b>

#### Mesquite

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
MES01A88	Town Wash Detention Basin (Right-of-Way)	Closed	9,600.50
MES01B89	Town Wash Detention Basin (Design & Construction)	Closed	660,000.00
MES01C02	Town Wash Conveyance, I-15 to Virgin River	Closed	977,665.86
MES01E17	Town Wash-Mesa Boulevard, El Dorado to Town Wash	Open	340,303.00
MES02A00	Abbott Wash Channel, I-15 to Virgin River	Closed	632,380.00
MES04A15	Virgin River Flood Wall	Open	517,000.00
			<b>\$3,136,949.36</b>

#### North Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
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# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Pay-As-You-Go Funding

## North Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
NLD14A15	Oak Island Drive Storm Drain	Open	497,750.00
NLV01A87	Las Vegas Wash/I-15 to Pecos (Facility Study)	Closed	304,000.00
NLV01B87	Las Vegas Wash/Craig-Civic Center (King Charles)	Closed	2,415,411.73
NLV01C00	Upper Las Vegas Wash	Closed	2,590,459.93
NLV01E07	Tropical Parkway Channel East	Closed	1,161,535.61
NLV01G11	Ann Road Channel East, ULVW to Fifth Street	Open	1,063,556.00
NLV01H13	Las Vegas Wash - "N" Channel, Cheyenne to Gowan	Open	317,990.00
NLV01J15	Las Vegas Wash - "N" Channel, Cheyenne to Gowan	Open	3,158,000.00
NLV02A87	W. Trib Las Vegas Wash/Craig -Alexander	Closed	1,268,170.85
NLV02B88	W. Trib Las Vegas Wash/Craig Ranch Golf Course-Craig	Closed	1,057,430.33
NLV03A88	West Range Wash Detention Basin (Facility Study)	Closed	273,068.12
NLV03B88	East Range Wash Detention Basin (Facility Study)	Closed	30,000.00
NLV03C91	West Range Wash Diversion Dike	Closed	339,338.71
NLV03E13	Hollywood System, Dunes South DB to Centennial Parkway	Open	2,706,972.00
NLV03F17	Range Wash - Ann Branch	Open	1,081,889.00
NLV03G17	Hollywood System, Centennial Pkwy-Speedway #2 DB	Open	897,470.00
NLV04A89	Gowan Outfall Structure	Closed	13,373,572.56
NLV04B00	Gowan Outfall, Craig to Channel	Closed	301,821.67
NLV04C01	Gowan Outfall, Craig to Channel	Closed	1,566,299.84
NLV04F07	Simmons Street Drainage Improvements - Carey to Craig	Open	2,323,263.00
NLV04G07	Gowan Outfall - Lone Mountain Branch, Decatur Blvd to Channel	Closed	15,057,798.44
NLV04I11	Simmons Street - Phase II, Carey to Cheyenne	Closed	5,464,819.43
NLV04K17	Gowan Outfall, Alexander Rd - Decatur to Simmons Street	Open	1,931,156.00
NLV05A89	Upper Las Vegas Wash Detention Basin	Closed	1,342,892.36
NLV06A91	Kyle Detention Basin	Closed	601,126.71
NLV06B93	Kyle Detention Basin	Closed	8,452,713.96
NLV07A92	Camino Al Norte Culvert	Closed	86,191.00
NLV08A94	Lower Las Vegas Wash Detention Basin	Closed	2,650,037.50
NLV08B97	Lower Las Vegas Wash Detention Basin Construction	Closed	3,316,222.35
NLV09A94	Range Wash Chnl W Trib/Confl DB-LV Blvd. + Vandenberg DB	Closed	2,299,092.06
NLV09C03	Range Wash - Lamb Blvd Storm Drain	Closed	337,143.54
NLV09D07	Range Wash - Lamb Blvd Storm Drain	Closed	5,733,340.83
NLV09E11	Vandenberg North Detention Basin & Outfall	Open	1,268,000.00
NLV09F13	Beltway Detention Basin and Channel	Closed	0.00
NLV09G13	Centennial Collector	Closed	50,086.74
NLV09I13	Beltway Detention Basin and Channel	Open	1,034,000.00
NLV10A97	A - Channel/Lake Mead Blvd. - Alexander Road	Closed	1,822,067.69
NLV10B99	Cheyenne Peaking Basin	Closed	3,445,309.49
NLV10F02	Las Vegas Wash Main Branch, Cheyenne Avenue to Lake Mead Boulevar	Closed	353,900.87
NLV10H07	Las Vegas Wash - Lake Mead Blvd to Las Vegas Blvd	Closed	2,069,215.34
NLV10I09	Las Vegas Wash - Las Vegas Blvd to Cheyenne Ave	Closed	697,124.80
NLV10K11	LVW - LV Blvd to Cheyenne Avenue	Closed	6,382,656.86
NLV11A97	W. Trib Las Vegas Wash (Camino Al Norte to Ann Rd)	Closed	1,494,634.14
NLV11B97	W. Trib Las Vegas Wash, Ph II (Ann Rd to Centennial PKWY)	Closed	2,154,439.86
NLV12A97	Clayton Channel- WTLVW >Centennial PKWY> Allen Ln	Closed	40,408.90
NLV13A98	Tributary to the Western Tributary @ Craig Rd	Closed	801,419.92
NLV13B02	Tributary to the Western Tributary at Craig Road	Closed	5,443,730.21
NLV14A00	Tributary to the Western Tributary @ Alexander Rd	Closed	735,930.14
NLV15A00	Las Vegas Wash - Losee Project	Closed	87,613.81
NLV16A00	Simmons Street Channel	Closed	1,013,785.70
NLV17A00	Centennial Parkway Channel East	Closed	2,486,927.42

**Regional Flood Control District  
 Capital Improvement Projects - Cumulative Reporting  
 Pay-As-You-Go Funding**

**North Las Vegas**

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
NLV17B08	Centennial Parkway Channel East	Closed	19,334,832.52
NLV17C16	Fifth Street Collector, Centennial Pkwy to Deer Springs Way	Open	726,079.00
NLV18A07	Colton Channel	Open	1,214,634.00
NLV18B07	Brooks Channel	Open	677,749.00
NLV18C07	Freeway Channel - Owens Avenue to Miller Avenue	Closed	1,528,308.05
NLV18D09	Freeway Channel - Owens Ave to Miller Ave, Phase I	Closed	4,389,989.00
NLV18E11	Freeway Channel - Owens Ave to Miller Avenue - Phase II	Closed	6,441,348.71
NLV18F13	Central Freeway Channel At Cheyenne	Open	772,549.00
NLV18H14	Brooks Channel	Open	5,751,000.00
NLV18I16	Central Freeway Channel at Cheyenne	Open	11,300,000.00
			<b>\$167,518,274.70</b>
<b>Grand Total</b>			<b>\$1,019,534,115.63</b>

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Bond Funding

## Boulder City

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
BOU01A87	Hemenway Wash	Closed	867,000.00
BOU04D02	West Airport Facilities	Closed	568,602.56
BOU04E03	Valley View, Red Mountain and DD Facilities	Closed	76,468.23
BOU04F05	Valley View and DD Facilities	Closed	632,017.12
BOU05D04	Veterans Memorial Detention Basin	Closed	3,236,343.92
BOU05E04	Yucca Debris Basin, Collection & Outfall	Closed	69,028.25
BOU05F04	Bootleg Canyon Facilities	Closed	365,646.88
BOU05I10	Yucca Debris Basin, Collection and Outfall	Closed	1,189,960.47
			<b>\$7,005,067.43</b>

## Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
CLA02F92	Rawhide Channel Improv/McLeod-Mtn Vista	Closed	2,678,784.24
CLA03E92	Van Buskirk Channel/ Phase III Construction	Closed	884,145.27
CLA03F92	Van Buskirk Channel/Phase V/Harmon-Harrison & Tropicana	Closed	1,318,316.18
CLA03G92	Van Buskirk Channel / Phase IV	Closed	949,302.79
CLA03H93	Van Buskirk Channel / Phases IIA & VI Construction	Closed	7,076,269.80
CLA04J03	Flamingo Wash, Algonquin Dr to Maryland Parkway	Closed	3,708,620.21
CLA04K03	Flamingo Wash, I-515 to Boulder Highway	Closed	4,358,838.58
CLA04L03	Lower Flamingo Detention Basin	Closed	1,078,896.68
CLA04T09	Lower Flamingo Detention Basin	Closed	3,387,621.44
CLA04W16	Flamingo Wash, Eastern Avenue	Open	1,420,000.00
CLA06B93	Range Wash Confluence DB ROW & Construction	Closed	9,575,705.90
CLA07C03	Sloan Channel, Las Vegas Wash to Charleston	Closed	11,371,793.05
CLA08C98	Lower Duck Creek Detention Basin & Outfall Channel	Closed	12,823,423.07
CLA08T14	Duck Creek, Las Vegas Boulevard	Open	7,400,000.00
CLA09B99	Durango Collector (Twain to Hacienda)	Closed	9,485,138.68
CLA10B99	Tropicana Wash, Paradise Road to Koval Lane	Closed	2,087,199.75
CLA10C03	Tropicana North Branch Detention Basin	Closed	3,763,800.00
CLA10E09	Tropicana North Branch Detention Basin	Closed	950,229.12
CLA12C99	Desert Inn Detention Basin & Collection System	Closed	5,327,982.96
CLA13C98	Lakes DB Collection System	Closed	17,986,141.42
CLA14B99	Duck Creek Channel (Hollywood Blvd to Stephaine St)--ROWA	Closed	1,598,918.50
CLA14M03	Duck Creek, Broadbent Blvd Bridge and Channel	Closed	2,176,640.38
CLA14N03	Duck Creek, Broadbent Blvd to Boulder Highway	Closed	5,832,117.22
CLA14P03	Duck Creek, Eldorado Lane to Spencer Street	Closed	343,994.59
CLA14Q04	Duck Creek, Topaz Street to Eastern Avenue	Closed	2,119,552.08
CLA14W11	Duck Creek, Robindale to I-215	Closed	650,561.15
CLA15B99	Colorado Avenue Storm Drain System	Closed	15,259,421.39
CLA15E13	LVW-Sloan to Stewart-Flam Wash below Nellis	Open	83,384,000.00
CLA15F16	Las Vegas Wash - Water Reclamation Channel	Open	3,400,000.00
CLA16L09	Lower Blue Diamond Detention Basin	Closed	2,581,701.25



# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Bond Funding

## Clark County

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
CLA16M09	Blue Diamond Wash Wigwam, UPRR to Rainbow Blvd	Closed	5,067,171.04
CLA16N09	Blue Diamond Wash Wigwam, UPRR to Jones Blvd	Closed	0.00
CLA17A98	Blue Diamond Chnl/Durango Dr - Rainbow Blvd (Beltway 7B)	Closed	1,021,760.73
CLA17D04	Blue Diamond Channel - Jones Branch	Closed	641,602.04
CLA18A98	Red Rock Channel/Russell Rd - Hualapai Way	Closed	1,793,162.82
CLA19D03	Red Rock Channel, Naples Branch	Closed	9,885,236.80
CLA26D11	Flamingo Diversion-South Buffalo Branch, Flamingo Wash to Sunset Rd	Closed	7,030,263.37
CLA27D13	Flamingo Diversion - Rainbow Branch	Open	10,570,000.00
			<b>\$260,988,312.50</b>

## Clark County Outlying

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
IND01B04	Indian Springs Detention Basin	Closed	2,650,794.34
LAU01B92	Unnamed Wash, Laughlin	Closed	2,577,722.08
LAU02C94	Hiko Springs, Laughlin	Closed	1,200,000.00
LAU04B17	SR 163 at Casino Drive	Open	1,152,000.00
			<b>\$7,580,516.42</b>

## Henderson

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
HEN01D91	Pittman Wash Channel - Phase II Construction	Closed	2,071,148.80
HEN01E93	Pittman Wash Channel Phase IIIA Construction	Closed	776,682.83
HEN03B92	UPRR Channel Construction	Closed	2,149,477.47
HEN04C93	Mission Hills System Construction	Closed	5,503,671.37
HEN04D94	C-1 Channel / Lake Mead Dr. - Burkholder	Closed	3,398,432.50
HEN04E96	Mission Hills Western Interceptor Diversion	Closed	2,100,000.00
HEN04J99	Black Mountain Detention Basin & Outfall	Closed	5,233,184.00
HEN04L01	C-1 Chnl, Mdl & Upr Reaches-PhI: Burkholder - Boulder HWY	Closed	4,784,787.10
HEN04M03	C-1 Channel, Upper & Middle Reaches - Vermillion Dr - Boulder HWY	Closed	3,689,653.67
HEN05B98	Pioneer DB Outfall	Closed	2,952,988.96
HEN05F12	Pioneer Detention Basin Expansion and Inflow	Closed	1,330,852.11
HEN05G16	Horizon Ridge Detention Basin	Open	8,294,400.00
HEN06J13	Equestrian Detention Basin Expansion	Closed	1,025,764.52
HEN06K13	Equestrian Tributary, Phase II	Closed	2,147,066.76
HEN07C11	Pittman Park Peaking Basin Modification	Closed	0.00
HEN12D03	Pittman Wash - Burns	Closed	257,326.75
HEN12E05	Gibson Conveyance System	Closed	2,164,571.54
HEN12J16	Palm Hills Channel	Open	2,830,880.00
HEN13B03	Boulder Highway Channel	Closed	6,534,523.99
HEN15B02	Pittman Wash Railroad Channel, Phase I (Resol. No. 02-6)	Closed	1,989,679.32
HEN15C04	Pittman Wash Railroad Channel, US-95 to Major Avenue	Closed	5,537,919.81
HEN18A03	Drake Channel	Closed	75,265.32

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Bond Funding

## Henderson

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
HEN19A03	Northeast Detention Basin and Levee	Closed	1,134,804.61
HEN20B04	C-1 Channel, US-95 Tributary 1	Closed	1,522,849.50
HEN23B16	Center Street Storm Drain	Open	9,731,435.15
HLD06A15	Appaloosa Storm Drain, Local Drainage Project	Open	925,834.35
			<b>\$78,163,200.43</b>

## Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
LAS01E13	Angel Park Detention Basin Expansion	Closed	4,085,640.34
LAS02E92	Buffalo Channel/Summerlin Pkwy-Vegas Dr.	Closed	1,911,377.65
LAS03C91	Gowan Detention Basin	Closed	7,184,517.75
LAS04D92	Oakey Detention Basin & Conveyance	Closed	6,887,121.59
LAS05E03	Oakey - Meadows Storm Drain	Closed	5,221,885.40
LAS05F03	Alta Parallel System	Closed	2,093,934.39
LAS05K15	Oakey-Meadows Storm Drain, Phase III	Closed	24,265,142.63
LAS09C91	Washington Ave./Sandhill Outlet	Closed	1,496,312.93
LAS09E93	Washington Ave. / Virgil-Lena	Closed	2,862,675.33
LAS09N99	Upr Wash Ave Conv Sys, Ph II: Veterans Memorial Dr - UPRR	Closed	6,279,449.66
LAS09O99	Freeway Channel - Alta Dr to Sahara Ave & Bypass Facility	Closed	36,285,968.75
LAS09T04	Freeway Channel, Charleston Lateral	Closed	4,336,897.56
LAS10C94	Lone Mtn. Detention Basin	Closed	315,482.25
LAS10I98	Gowan North Channel, Ph II/Durango Dr	Closed	5,455,374.03
LAS10T02	Gowan North System - Ph III: Alexander Rd to Lone Mtn Rd	Closed	7,539,040.96
LAS10V03	GNC - Lone Mountain Road (El Capitan Way to the Western Beltway)	Closed	634,984.37
LAS10W04	Lone Mountain System, Lone Mtn DB Outfall to Durango	Closed	2,734,160.02
LAS10X05	Ann Road Detention Basin Facilities (CAM 10 DB)	Closed	9,317,720.04
LAS14D14	Freeway Channel-Washington, MLK to Rancho Drive	Open	11,405,343.00
LAS16D01	Ann Road, Allen Lane to Rancho Drive	Closed	7,069,867.82
LAS16E04	Rancho Detention Basin, Phase II	Closed	464,510.86
LAS16F04	Rancho Road System (El Campo Grande Storm Drain)	Closed	573,652.99
LAS17E03	Peak Drive System (Jones Blvd to Michael Way)	Closed	456,338.90
LAS19C05	Owens Avenue System (Vegas Dr Storm Drain) - Michael Way to Rancho Drive	Closed	1,596,671.67
LAS21A03	Upper Las Vegas Wash Facility Study	Closed	243,392.60
LAS22A03	Decatur/Elkhorn/Rainbow System Predesign	Closed	368,594.70
LAS22M09	Las Vegas Wash - Rainbow (Elkhorn Rd to Grand Teton Dr)	Closed	7,696,565.04
LAS22N09	Las Vegas Wash - Decatur & Elkhorn, CC 215	Closed	25,788,320.03
LAS22O09	N & S Environ Enhancement Areas - Floyd Lamb Park	Closed	25,314,907.94
LAS22P09	Elkhorn Springs & Buffalo Storm Drain	Closed	1,567,520.54
LAS24F10	Gowan Outfall - Lone Mountain Branch (Rancho to Decatur)	Closed	10,109,824.95
LAS26D14	Grand Teton - Hualapai to Tee Pee	Closed	6,245,247.37
LAS28A10	Langtry Channel Bonanza to Washington Avenue	Closed	1,002,676.43
			<b>\$228,811,120.49</b>

# Regional Flood Control District Capital Improvement Projects - Cumulative Reporting Bond Funding

## Mesquite

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
MES01B89	Town Wash Detention Basin (Design & Construction)	Closed	3,692,545.65
MES01D10	Town Wash Conveyance, I-15 to the Virgin River	Closed	7,366,966.99
MES02B03	Abbott Wash Conveyance System, Pioneer Blvd to the Virgin River	Closed	10,625,472.16
			<u>\$21,684,984.80</u>

## North Las Vegas

<u>PROJECT</u>	<u>NAME</u>	<u>STATUS</u>	<u>TOTAL</u>
NLV01D03	Upper Las Vegas Wash	Closed	31,132,709.75
NLV01F09	Tropical Parkway Channel East	Closed	5,900,026.83
NLV01I14	Ann Road Channel East, ULVW to Fifth Street	Open	5,838,100.00
NLV03D93	West Range Wash Diversion Dike	Closed	2,251,608.79
NLV04D04	Gowan Outfall - Lone Mountain Branch, Decatur Blvd to Channel	Closed	1,179,589.48
NLV04H09	Simmons Street Drainage Improvements - Gowan Outfall	Closed	2,280,988.68
NLV04J14	Simmons Street Drainage Impvments-Alexander to Gowan Outfall	Closed	14,878,224.09
NLV05B92	Upper Las Vegas Wash Detention Basin Construction	Closed	8,010,318.87
NLV06B93	Kyle Detention Basin	Closed	5,037,000.00
NLV08B97	Lower Las Vegas Wash Detention Basin Construction	Closed	4,433,240.98
NLV09B99	Vandenberg Detention Basin	Closed	5,347,006.76
NLV09H14	Centennial Collector	Closed	2,256,922.92
NLV10E03	"A" Channel Three Bridges Project (Cheyenne Ave, Las Vegas Blvd, and Carey	Closed	9,966,315.63
NLV10G03	Cheyenne Peaking Basin, Collection & Outfall - Alexander Rd to Cheyenne Av	Closed	15,482,525.64
NLV10J10	LV Wash Main Branch-LV Blvd. to Lake Mead Blvd.	Closed	21,161,048.84
NLV11C98	W. Trib Las Vegas Wash Chnl, Ph I (Ann Rd - Clayton St)	Closed	7,898,144.87
NLV11D99	W. Trib Las Vegas Wash, Ph III (LLVWDB to Camino Al Norte)	Closed	2,499,963.56
NLV11E99	W. Trib of the Las Vegas Wash, Ph II (Ann to Centennial)	Closed	7,772,320.98
NLV14B03	Tributary to the Western Tributary @ Alexander Rd	Closed	7,636,332.88
NLV15B03	Las Vegas Wash - Losee Road	Closed	1,142,595.43
NLV16B03	Simmons Street Channel	Closed	4,885,102.93
NLV18G14	Colton Avenue Flood Control Improvements	Closed	6,811,918.64
			<u>\$173,802,006.55</u>
<b>Grand Total</b>			<u><b>\$778,035,208.62</b></u>

**FY 2017-18 PROJECTS FUNDED SUMMARY**

Facility Description	Project Number	Project Scope (1)	Year-1 Programmed (2)	Year-2/Year-3 Programmed (2)/(3)	Funding Amount (4)	Approval Date	Item #
<b>HENDERSON (Southeast Las Vegas Valley)</b>							
Anthem Pkwy Channel - Horizon Ridge to Sienna Heights		Construction	0.00	856,891.00			
Pittman North Detention Basin and Outfall, Phase III	HEN16F17	Construction	0.00	19,669,494.00	19,669,494.00	7/13/2017	18b
Equestrian Detention Basin Expansion (construction) - Closeout	HEN06J13	Construction	(72,435.48)	0.00	(72,435.48)	7/13/2017	8
Pittman Wash, Duck Creek at I-515 (construction) - Closeout	HEN01114	Construction	(194,830.03)	0.00	(194,830.03)	9/14/2017	7
Racetrack Channel, Drake to Burkholder (design) - Closeout	HEN04P09	Design	(170,684.07)	0.00	(170,684.07)	9/14/2017	7
Racetrack Channel, Drake to Burkholder (construction) - Closeout	HEN04Q15	Construction	(203,701.54)	0.00	(203,701.54)	9/14/2017	7
Pittman Wash, Duck Creek at I-515 (design) - Closeout	HEN01H09	Design	(52,891.43)	0.00	(52,891.43)	9/14/2017	7
<b>Henderson Total</b>			<b>(\$694,542.55)</b>	<b>\$20,526,385.00</b>	<b>\$18,974,951.45</b>		
<b>HENDERSON 3-YEAR TOTALS:</b>		<b>PROJECTS PROGRAMMED</b>	<b>\$19,831,842.45</b>				
		<b>ESTIMATED RESOURCES</b>	<b>\$30,696,665.00</b>				
		<b>REMAINING RESOURCES</b>	<b>\$11,721,713.55</b>				

<b>LAS VEGAS (Central Las Vegas Valley)</b>							
Las Vegas Wash - Stewart to Bonanza	CLA15D12	Design	0.00	359,853.00			
Las Vegas Wash - Stewart to Bonanza	LAS28C12	Construction	0.00	5,091,750.00			
Cedar Avenue Channel Improvements	LAS25B13	Design	0.00	504,468.00			
Cedar Avenue Channel Improvements		Construction	0.00	7,676,749.00			
Flamingo - Boulder Hwy, North, Charleston - Main Street to Maryland Parkway	LAS29D17	Design	325,192.00	0.00	325,192.00	8/10/2017	11b
Flamingo - Boulder Hwy North - Boulder Hwy, Sahara to Charleston		Construction	0.00	17,520,367.00			
Flamingo - Boulder Hwy North, Charleston - Boulder Hwy to Maryland Parkway and Maryland Pkwy System		Construction	0.00	17,203,943.00			
Gowan Box Canyon - Lone Mountain Road		Construction	0.00	5,028,690.00			
Gowan Outfall - Alexander Rd., Decatur Blvd to Simmons Street		Construction	0.00	29,389,687.00			
<b>Gowan North - El Capitan Branch, Lone Mountain to Ann Road</b>	<b>LAS24M17</b>	<b>Construction</b>	<b>9,630,600.00</b>	<b>0.00</b>	<b>9,630,600.00</b>	<b>10/12/2017</b>	
Gowan North - El Capitan Branch, Ann Road to Centennial Parkway	LAS24L17	Design	561,670.00	0.00	561,670.00	8/10/2017	11a
Gowan - Alexander Rd., Rancho to Decatur		Construction	0.00	11,083,665.00			
Rancho Road System - Elkhorn, Grand Canyon to Hualapai		Construction	0.00	3,970,576.00			
Las Vegas Wash - Moccoasin, Skye Canyon Park to Squirrels Nest		Design	914,601.00	0.00			
Las Vegas Wash - Moccoasin, Skye Canyon Park to Squirrels Nest		Construction	0.00	12,328,158.00			
Rancho System - Beltway to Elkhorn Road (construction) - Closeout	LAS16N13	Construction	(854,452.79)	0.00	(854,452.79)	7/13/2017	8
Oakey-Meadows Storm Drain, Phase III (construction) - Closeout	LAS05K15	Construction	(696,078.37)	0.00	(696,078.37)	7/13/2017	8
Rancho System - Beltway to Elkhorn (design) - Closeout	LAS16J09	Design	(34,830.73)	0.00	(34,830.73)	7/13/2017	8
Oakey - Meadows Storm Drain (design) - Closeout	LAS05E03	Design	(248,468.60)	0.00	(248,468.60)	7/13/2017	8
Simmons Street Drainage Improvements - Alexander to Gowan Outfall (construction) - Closeout	NLV04J14	Construction	(1,188,375.91)	0.00	(1,188,375.91)	7/13/2017	8
<b>Las Vegas Total</b>			<b>\$8,409,856.60</b>	<b>\$110,157,906.00</b>	<b>\$7,495,255.60</b>		
<b>LAS VEGAS 3-YEAR TOTALS:</b>		<b>PROJECTS PROGRAMMED</b>	<b>\$118,567,762.60</b>				
		<b>ESTIMATED RESOURCES</b>	<b>\$124,620,160.00</b>				
		<b>REMAINING RESOURCES</b>	<b>\$117,124,904.40</b>				

<b>NORTH LAS VEGAS (Northern Las Vegas Valley)</b>							
Fifth Street Collector - Centennial to Deer Springs		Construction	0.00	4,443,088.00			
Orchard Collector - Charleston to Linden		Construction	250,613.00	0.00			
Owens Detention Basin & Outfall		Design	382,870.00	0.00			
Owens Detention Basin & Outfall		ROW	0.00	530,914.00			
Beltway Detention Basin & Channel	NLV09I13	ROW	703,493.00	0.00			
Range Wash - Beltway Conveyance		Design	161,842.00	0.00			
Range Wash - Beltway Conveyance		ROW	215,788.00	0.00			
Range Wash - Beltway Conveyance		Construction	0.00	2,181,507.00			
Vandenberg North Detention Basin, Collection & Outfall		Construction	0.00	25,701,808.00			
Beltway Collection System - Pecos		Design	450,393.00	0.00			
Beltway Collection System - Pecos		Construction	0.00	6,070,974.00			
Hollywood System, Dunes South Detention Basin to Centennial Parkway		Construction	0.00	27,451,135.00			
Range Wash - Ann Branch		Construction	0.00	11,632,391.00			
Hollywood System, Centennial Pkwy to Speedway #2 Detention Basin		Construction	0.00	5,326,386.00			
Centennial Collector (design) - Closeout	NLV09G13	Design	(506,056.26)	0.00	(506,056.26)	7/13/2017	8
Colton Avenue Flood Control Improvements (construction) - Closeout	NLV18G14	Construction	(723,081.36)	0.00	(723,081.36)	7/13/2017	8
Centennial Collector (construction) - Closeout	NLV09H14	Construction	(676,327.08)	0.00	(676,327.08)	7/13/2017	8
<b>North Las Vegas Total</b>			<b>\$259,534.30</b>	<b>\$83,338,203.00</b>	<b>(\$1,905,464.70)</b>		
<b>NORTH LAS VEGAS 3-YEAR TOTALS:</b>		<b>PROJECTS PROGRAMMED</b>	<b>\$83,597,737.30</b>				
		<b>ESTIMATED RESOURCES</b>	<b>\$89,218,477.00</b>				
		<b>REMAINING RESOURCES</b>	<b>\$91,123,941.70</b>				

**FY 2017-18 PROJECTS FUNDED SUMMARY**

Facility Description	Project Number	Project Scope (1)	Year-1 Programmed (2)	Year-2/Year-3 Programmed (2)/(3)	Funding Amount (4)	Approval Date	Item #
<b>CLARK COUNTY (Southwest Las Vegas Valley and Outlying Areas)</b>							
Airport Channel - Naples		Construction	9,549,217.00	0.00			
Flamingo Wash, Industrial Road to Hotel Rio Drive		Construction	1,400,000.00	0.00			
Tropicana Avenue Conveyance - Las Vegas Wash to Morris	CLA35A11	Design	0.00	1,000,000.00			
Tropicana Avenue Conveyance - Las Vegas Wash to Morris		Construction	0.00	28,305,805.00			
Duck Creek Jones Boulevard		Construction	0.00	2,160,217.00			
Silverado Ranch Detention Basin and Outfall Facilities		Construction	0.00	22,040,143.00			
Blue Diamond Channel 02, Decatur - Le Baron to Richmar		Construction	3,500,000.00	0.00			
Blue Diamond Wash Railroad		ROW	326,190.00	0.00			
Duck Creek Wash, Torrey Pines to Rainbow		Construction	600,000.00	0.00			
Duck Creek Haven Street		Construction	0.00	3,992,890.00			
Goodsprings - Phase I	GSP01B10	ROW	63,832.00	0.00			
Goodsprings - Phase I		Construction	788,318.00	0.00			
Fairgrounds - Detention Basin (Whipple Street)		Construction	0.00	10,019,878.00			
Muddy River - Cooper to Yamashita		ROW	0.00	1,335,519.00			
SR 163 at Casino Drive	LAU04B17	Construction	1,152,000.00	0.00	1,152,000.00	7/13/2017	17
Searchlight - South, Encinitas Street Storm Drain	SEA03B17	Construction	2,530,000.00	0.00	2,530,000.00	8/10/2017	12a
Las Vegas Wash - Sloan Channel to Stewart Avenue and Flamingo Wash Below Nellis Boulevard	CLA15E13	Other/Legal	500,000.00	0.00	500,000.00	7/13/2017	15
Duck Creek, Sunset to Sandhill (design) - Closeout	HEN24A11	Design	(54,762.16)	0.00	(54,762.16)	9/14/2017	7
<b>Clark County Total</b>			<b>\$20,354,794.84</b>	<b>\$68,854,452.00</b>	<b>\$4,127,237.84</b>		
<b>CLARK COUNTY 3-YEAR TOTALS:</b>			<b>PROJECTS PROGRAMMED</b>	<b>\$89,209,246.84</b>			
			<b>ESTIMATED RESOURCES</b>	<b>\$114,205,870.00</b>			
			<b>REMAINING RESOURCES</b>	<b>\$110,078,632.16</b>			

<b>CITY OF MESQUITE</b>							
Town Wash - Mesa Boulevard, El Dorado to Town Wash	MES01E17	Design	340,303.00	0.00	340,303.00	9/14/2017	15
Town Wash - Mesa Boulevard, El Dorado to Chaparral		Design	388,145.00	0.00			
Virgin River Flood Wall	MES04A15	Design	0.00	138,974.00			
Virgin River Flood Wall		Construction	0.00	3,188,894.00			
<b>City of Mesquite Total</b>			<b>\$728,448.00</b>	<b>\$3,327,868.00</b>	<b>\$340,303.00</b>		
<b>MESQUITE 3-YEAR TOTALS:</b>			<b>PROJECTS PROGRAMMED</b>	<b>\$4,056,316.00</b>			
			<b>ESTIMATED RESOURCES</b>	<b>\$10,743,369.00</b>			
			<b>REMAINING RESOURCES</b>	<b>\$10,403,066.00</b>			

<b>BOULDER CITY</b>							
Hemenway System, Phase IIB Improvements	BOU01C10	Design	47,719.00	0.00			
Hemenway System, Phase IIB Improvements		Construction	681,697.00	0.00			
North Railroad Conveyance	BOU05J10	Design	0.00	95,585.00			
North Railroad Conveyance	BOU05J10	Construction	0.00	1,557,542.00			
<b>Boulder City Total</b>			<b>\$729,416.00</b>	<b>\$1,653,127.00</b>	<b>\$0.00</b>		
<b>BOULDER CITY 3-YEAR TOTALS:</b>			<b>PROJECTS PROGRAMMED</b>	<b>\$2,382,543.00</b>			
			<b>ESTIMATED RESOURCES</b>	<b>\$7,071,121.00</b>			
			<b>REMAINING RESOURCES</b>	<b>\$7,071,121.00</b>			

<b>SUMMARY</b>	
<b>TOTAL 3-YEAR PROJECTS PROGRAMMED<sup>(2)</sup></b>	<b>\$317,645,448.19</b>
<b>TOTAL ESTIMATED RESOURCES (Year-1)</b>	<b>\$87,874,963.00</b>
<b>TOTAL REMAINING DESIGN PROJECTS (Year-1)</b>	<b>\$2,345,570.00</b>
<b>TOTAL PROJECTS FUNDED (Year-1)</b>	<b>\$29,032,283.19</b>
<b>CURRENT AVAILABLE CONSTRUCTION RESOURCES (Year-1)</b>	<b>\$56,497,109.81</b>

<b>LOCAL DRAINAGE (5)</b>							
Lexington Street Storm Drain (construction) - Closeout	LLD08A11	Construction	0.00	0.00	(73,389.66)	7/13/2017	8
Kate Avenue Storm Drain	CLD19A17	Construction	0.00	0.00	994,016.50	7/13/2017	16
<b>Local Drainage Total</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$920,626.84</b>		

- Notes:
- (1) Construction typically includes Construction and/or Construction Administration. Design typically includes Predesign, Design, Right-of-way, Environmental, and/or Other.
  - (2) Includes amendments to the Ten-Year Construction Program.
  - (3) Year-2/Year-3 do not include design projects. Design projects are not eligible for acceleration.
  - (4) Action is being taken in current month on projects in bold/italics.
  - (5) Local Drainage projects are not part of the Ten-Year Construction Program.

### ESTIMATED FUNDING SCHEDULE

Month-Year	Funding Requests Received			Estimated Resources for CIP		Priority Date	Notes
	Facility Description	Project #	Amount	Resources (1)	Available (1)		
<b>FISCAL YEAR 2017-18</b>							
Oct-17	ESTIMATED REMAINING FISCAL YEAR CIP RESOURCES					\$44,496,389	
	Gowan North - El Capitan Branch, Lone Mountain to Ann Road	LAS24M17	9,630,600.00			\$34,865,789	
	No Projects Awaiting Funding		\$0.00				

Notes: (1) Estimated CIP resources are from the FY2017-18 Ten-Year Construction Program and may be adjusted for current economic conditions.

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**TEN YEAR CONSTRUCTION PROGRAM AMENDMENTS**

**RECOMMENDATION SUMMARY**

**STAFF:** Approve.

**TECHNICAL ADVISORY:** Approve.

**CITIZENS ADVISORY:** Approve.

**RFCD AGENDA  
ITEM #06  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

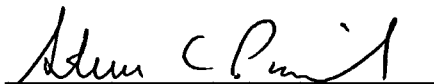
<b>SUBJECT:</b>
TEN YEAR CONSTRUCTION PROGRAM AMENDMENTS
<b>PETITIONER:</b>
STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER
<b>RECOMMENDATION OF PETITIONER:</b>
ADOPT AMENDMENTS TO THE TEN YEAR CONSTRUCTION PROGRAM (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None.

**BACKGROUND:** In accordance with Policies and Procedures Section II.B.9 general amendments can be processed to address scheduling changes and/or the need for additional funding. This agenda item addresses requested changes in funding, positive and negative, associated with this agenda as they impact the Ten Year Construction Program (TYCP). Amendments to the TYCP are shown for:

Project Description	Project Number	Item No. / Action	Current TYCP Amount	Requested Amendment Amount
Gowan North – El Capitan, Branch, Lone Mountain to Ann Road	LAS24M17	Item #12b Original	\$9,075,639.00	\$9,630,600.00

Respectfully submitted,

  
 Steven C. Parrish, P.E.  
 General Manager/Chief Engineer

TAC AGENDA ITEM #05 Date: 09/28/17	RFCD AGENDA ITEM #06 Date: 10/12/17
CAC AGENDA ITEM #05 Date: 10/02/17	



Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

<b>Staff Discussion:</b>	Date: 09/18/17
<b>TEN YEAR CONSTRUCTION PROGRAM AMENDMENTS</b>	
In accordance with Policies and Procedures Section II.B.9 general amendments can be processed to address scheduling changes and/or the need for additional funding. This agenda item addresses requested changes in funding, positive and negative, associated with this agenda as they impact the Ten Year Construction Program (TYCP).	
<b>Staff Recommendation:</b>	
Approve.	
<b>Discussion by Technical Advisory Committee:</b>	AGENDA #05 Date: 09/28/17
<b>Recommendation:</b>	
Approve.	
<b>Discussion by Citizens Advisory Committee:</b>	AGENDA #05 Date: 10/02/17
<b>Recommendation:</b>	
Approve.	

EXHIBIT C

CITY OF LAS VEGAS  
10-YEAR CONSTRUCTION PROGRAM  
Amended October 12, 2017

TOTAL PLAN	Fac. ID Mile Range	Existing Value/ Comments	Project Cost Per MPU	Total Plan	FIRST FIVE YEARS 7/2017 THRU 6/2022			Funding Requests 17/18					
					(Year 1) FY 17/18	(Year 2) FY 18/19	(Year 3) FY 19/20						
					Annual Resources	Annual Resources	Annual Resources						
Unencumbered from previous year	\$32,284,196			\$900,864,909	\$55,590,767	\$49,512,051	\$239,168,649						
				\$845,259,965	\$58,087,454	\$36,615,388	\$38,113,788						
ENTITY RESOURCES				\$331,215,324	\$12,911,857	\$19,159,255	\$92,549,048						
Unencumbered from previous year	(\$8,599,627)				\$4,502,000	\$4,680,206	\$3,610,733						
ENTITY TOTAL		\$957,137,971	\$684,948,614	\$310,891,203	\$8,409,857	\$18,981,049	\$93,618,521				\$7,495,256		
HYDROGRAPHIC BASIN: CENTRAL		\$403,721,788	\$385,155,042	\$192,795,921	(\$619,355)	\$18,215,597	\$31,817,745				(\$619,355)		
SYSTEM: LV Wash I-15 Tributary		\$109,476,848	\$77,154,912	\$16,901,498	\$0	\$545,229	\$0				\$0		
PROJECT: Freeway Channel - Washington, Valley View to Decatur													
Design/Admin			\$727,252										
Right-of-way	LV15 0602		\$581,802	\$8,859,282									
Construction			\$5,199,850										
PROJECT: Freeway Channel - Washington, Rancho to Valley View													
Design/Admin			\$765,329			\$545,229							
Right-of-way	LV15 0528		\$612,263	\$8,042,216									
Construction			\$5,472,102										
SYSTEM: LV Wash Central		\$285,079,544	\$133,972,846	\$61,830,736	(\$944,547)	\$150,000	\$14,613,802				(\$944,547)		
PROJECT: Las Vegas Wash - Stewart to Bonanza													
Design/Admin			\$582,295			\$75,000	\$284,853						
Right-of-way	LVMD 1121 & 1149	Design Started 11/12	\$465,836	\$6,451,602									
Construction		CLA15D12 / LAS28C12	\$4,163,416				\$5,091,750						
PROJECT: Meadows - Charleston, Essex to Lindell													
Design/Admin			\$881,492										
Right-of-way	MECN 0000, 0061		\$705,194	\$10,121,800									
Construction			\$6,302,669										
PROJECT: Meadows - Charleston, Lindell to Rainbow													
Design/Admin			\$1,176,062										
Right-of-way	MECN 0123, 0223		\$940,848	\$13,531,677									
Construction			\$8,408,837										
PROJECT: Oakey - Meadows Storm Drain													
CLOSEOUT	Design/Admin	MEOK 0000 thru 0217 LCME 0026 thru 0070		(\$944,547)		(\$248,469)			7/13/2017		(\$248,469)	YES	LAS05E03
	Construction	MEPA 0022 MEOK 0150 thru 0217	\$7,040,893			(\$696,076)			7/13/2017		(\$696,076)	YES	LAS05K15
PROJECT: Cedar Avenue Channel Improvements													
Design/Admin			\$877,918				\$75,000	\$429,468					
Design/Admin	CACN 0001 & 0035, CNST 0000	Design Started 13/14 LAS25B13	\$702,335	\$8,181,218									
Construction			\$6,277,116					\$7,676,749					
PROJECT: Owens Avenue East - LV Wash to Mojave													
Design/Admin			\$1,541,300					\$1,130,982					
Right-of-way	LVOE 0000		\$1,233,040	\$16,682,154									
Construction			\$11,020,297										
PROJECT: Owens Avenue East - Mojave to Eastern													
Design/Admin			\$766,974										
Right-of-way	LVOE 0085		\$613,579	\$8,806,832									
Construction			\$5,483,861										

EXHIBIT C

CITY OF LAS VEGAS  
10-YEAR CONSTRUCTION PROGRAM  
Amended October 12, 2017

	Fac. ID Mile Range	Existing Value/ Comments	Project Cost Per MPU	Total Plan	FIRST FIVE YEARS 7/2017 THRU 6/2022			Board Date	Amount	Amendment?	Project No.
					(Year 1) FY 17/18	(Year 2) FY 18/19	(Year 3) FY 19/20				
<b>TOTAL PLAN</b>			Annual Resources	<b>\$900,864,909</b>	\$55,590,767	\$49,512,051	\$239,168,649				
Unencumbered from previous year	\$32,284,196		Cumulative Available Resources	<b>\$845,259,965</b>	\$58,087,454	\$36,615,388	\$38,113,788				
<b>ENTITY RESOURCES</b>			Annual Resources	<b>\$331,215,324</b>	\$12,911,857	\$19,159,255	\$92,549,048				
Unencumbered from previous year	(\$8,599,627)		Cumulative Available Resources		\$4,502,000	\$4,680,206	\$3,610,733				
<b>ENTITY TOTAL</b>		<b>\$957,137,971</b>	<b>\$684,948,614</b>	<b>\$310,891,203</b>	<b>\$8,409,857</b>	<b>\$18,981,049</b>	<b>\$93,618,521</b>		<b>\$7,495,256</b>		
<b>SYSTEM: Sahara Boulder Highway</b>		<b>\$9,165,396</b>	<b>\$174,027,284</b>	<b>\$114,063,686</b>	<b>\$325,192</b>	<b>\$17,520,367</b>	<b>\$17,203,943</b>		<b>\$325,192</b>		
<b>PROJECT: Boulder Highway Sahara Avenue - Eastern to Boulder Hwy</b>											
Design/Admin		Design Started 09/10	\$1,584,691								
Right-of-way	BHSA 0000, 0026	LAS27A09	\$1,267,753	\$18,196,335							
Construction			\$11,330,541								
<b>PROJECT: Sahara Avenue - Eastern Lateral</b>											
Design/Admin			\$301,160								
Right-of-way	SAEA 0000		\$240,928	\$3,458,095							
Construction			\$2,153,296								
<b>PROJECT: Boulder Highway Sahara Avenue - Maryland to Eastern</b>											
Design/Admin			\$1,451,440								
Right-of-way	BHSA 0075		\$1,161,152	\$17,201,175							
Construction			\$10,377,798								
<b>PROJECT: Boulder Highway Sahara Avenue - LV Blvd to Maryland</b>											
Design/Admin			\$2,062,012								
Right-of-way	BHSA 0175		\$1,649,610	\$1,754,066							
Construction			\$14,743,385								
<b>PROJECT: Flamingo - Boulder Hwy. North, Charleston - Main to Maryland</b>											
Design/Admin			\$474,725								
Right-of-way	FLBN 0281, 0312		\$379,780	\$4,840,036	\$323,192			8/10/2017	\$323,192	NO	LAS29D17
Construction			\$3,394,278		\$2,000			8/10/2017	\$2,000	NO	LAS29D17
<b>PROJECT: Flamingo - Boulder Highway North - Boulder Hwy, Sahara to Charleston</b>											
Design/Admin		Design started in 15/16	\$1,954,412			\$928,231					
Right-of-way	FLBN 0038	LAS29B15	\$1,563,530	\$17,520,367							
Construction			\$13,974,050			\$16,592,136					
<b>PROJECT: Flamingo - Boulder Hwy North, Charleston - Boulder Hwy to Maryland Parkway and Maryland Pkwy System</b>											
Design/Admin		Design started in 16/17	\$1,863,218								\$911,467
Right-of-way	FLBN 0167, 0180, 0205 & FLMP 0000	LAS29C16	\$1,490,575	\$17,203,943							
Construction			\$13,322,013								\$16,292,476
<b>PROJECT: Las Vegas Wash - Bonanza - Las Vegas Wash to Lamb</b>											
Design/Admin			\$1,094,511								
Right-of-way	LVBZ 0000		\$875,609	\$12,201,753							
Construction			\$7,825,754								
<b>PROJECT: Las Vegas Wash - Bonanza - Lamb to Pecos</b>											
Design/Admin			\$1,589,587								
Right-of-way	LVBZ 0064, 0114		\$1,271,670	\$18,252,558							
Construction			\$11,365,550								
<b>PROJECT: Flamingo - Boulder Hwy. North, Main St.</b>											
Design/Admin		Design Started 10/11	\$308,156								
Right-of-way	FLBN 0342	LAS29A10	\$246,524	\$3,435,358							
Construction		Engr's Est.	\$2,203,311								

EXHIBIT C

CITY OF LAS VEGAS  
10-YEAR CONSTRUCTION PROGRAM  
Amended October 12, 2017

				FIRST FIVE YEARS 7/2017 THRU 6/2022										
Fac. ID Mile Range		Existing Value/ Comments	Project Cost Per MPU	Total Plan	(Year 1) FY 17/18	(Year 2) FY 18/19	(Year 3) FY 19/20							
<b>TOTAL PLAN</b>				Annual Resources	\$900,864,909	\$55,590,767	\$49,512,051	\$239,168,649						
Unencumbered from previous year		\$32,284,196		Cumulative Available Resources	\$845,259,965	\$58,087,454	\$36,615,388	\$38,113,788						
<b>ENTITY RESOURCES</b>				Annual Resources	\$331,215,324	\$12,911,857	\$19,159,255	\$92,549,048	<b>Funding Requests 17/18</b>					
Unencumbered from previous year		(\$8,599,627)		Cumulative Available Resources	\$4,502,000	\$4,680,206	\$3,610,733	Board Date	Amount	Amendment?	Project No.			
<b>ENTITY TOTAL</b>					\$957,137,971	\$684,948,614	\$310,891,203	\$8,409,857	\$18,981,049	\$93,618,521		\$7,495,256		
<b>HYDROGRAPHIC BASIN: GOWAN</b>		\$293,217,265	\$158,747,407	\$101,771,230	\$9,003,894	\$765,452	\$45,502,042		\$9,003,894					
<b>SYSTEM: Gowan North</b>		\$166,668,680	\$158,433,211	\$101,771,230	\$9,003,894	\$765,452	\$45,502,042		\$9,003,894					
<b>PROJECT: Gowan Box Canyon - Lone Mountain Road</b>														
Design/Admin			Design started in 15/16	\$544,616			\$266,421							
Right-of-way	GOBX 0016		LAS24H15	\$435,693	\$5,028,690									
Construction				\$3,894,007			\$4,762,269							
<b>PROJECT: Simmons Street Drainage Improvements, Alexander Rd to Gowan Outfall Channel</b>														
Design/Admin			Design Started 06/07											
Right-of-way	GOOF 0199 & 0224				(\$1,188,376)									
Construction														
<b>CLOSEOUT</b>														
								7/13/2017	(\$1,188,376)	YES	NLV04J14			
<b>PROJECT: Gowan Outfall - Alexander Rd., Decatur Blvd to Simmons Street</b>														
Design/Admin			Design started 16/17	\$2,944,788			\$1,440,559							
Right-of-way	GOOF 0275, 0285		NLV04K17	\$2,355,830	\$28,389,687									
Construction	0325, 0375			\$22,853,410			\$27,949,128							
<b>PROJECT: Gowan North - El Capitan Branch, Lone Mtn to Ann Road</b>														
Design/Admin			Design started in 15/16	\$1,052,891		\$630,100		10/12/2017	\$630,100	YES	LAS24M17			
Right-of-way	GOEC 0000 thru 0076		LAS24J15	\$842,313	\$9,630,600									
Construction				\$7,528,174		\$9,000,500		10/12/2017	\$9,000,500	YES	LAS24M17			
<b>PROJECT: Gowan Outfall - Clayton Branch</b>														
Design/Admin				\$1,340,021										
Right-of-way	GOCL 0000			\$1,072,016	\$16,323,956									
Construction				\$9,581,151										
<b>PROJECT: Gowan Outfall - El Capitan Branch, Ann Road to Centennial</b>														
Design/Admin				\$819,943		\$561,670		8/10/2017	\$561,670	NO	LAS24L17			
Right-of-way	GOEC 0100 thru 0176			\$655,955	\$8,359,709									
Construction				\$5,862,597										
<b>PROJECT: Gowan - Alexander Rd., Rancho to Decatur</b>														
Design/Admin			Design Started in 13/14	\$1,175,463			\$575,024							
Right-of-way	GOAL 0000		LAS30A13	\$940,370	\$11,083,665									
Construction			Engr's Est.	\$8,404,560			\$10,508,641							
<b>PROJECT: Gowan - Rancho, Craig to Alexander</b>														
Design/Admin				\$740,352		\$527,436								
Right-of-way	GOAL 0100, 0111			\$592,282	\$7,779,757									
Construction				\$5,293,519										
<b>PROJECT: Gowan - Alexander Branch</b>														
Design/Admin				\$334,099		\$238,016								
Right-of-way	GOA2 0000			\$267,279	\$3,510,774									
Construction				\$2,388,806										
<b>PROJECT: Gowan - Craig and US-95</b>														
Design/Admin				\$1,032,239										
Right-of-way	GOAL 0188, 0247			\$825,791	\$11,852,768									
Construction				\$7,380,512										

EXHIBIT C

**CITY OF LAS VEGAS  
10-YEAR CONSTRUCTION PROGRAM  
Amended October 12, 2017**

	Fac. ID Mile Range	Existing Value/ Comments	Project Cost Per MPU	Total Plan	FIRST FIVE YEARS 7/2017 THRU 6/2022						
					(Year 1) FY 17/18	(Year 2) FY 18/19	(Year 3) FY 19/20				
<b>TOTAL PLAN</b>				<b>\$900,864,909</b>	<b>\$55,590,767</b>	<b>\$49,512,051</b>	<b>\$239,168,649</b>				
Unencumbered from previous year	\$32,284,196			<b>\$845,259,965</b>	\$58,087,454	\$36,615,388	\$38,113,788				
<b>ENTITY RESOURCES</b>				<b>\$331,215,324</b>	\$12,911,857	\$19,159,255	\$92,549,048				
Unencumbered from previous year	(\$8,599,627)				\$4,502,000	\$4,680,206	\$3,610,733				
<b>ENTITY TOTAL</b>				<b>\$310,891,203</b>	<b>\$8,409,857</b>	<b>\$18,981,049</b>	<b>\$93,618,521</b>	<b>Board Date</b>	<b>Amount</b>	<b>Amendment?</b>	<b>Project No.</b>
<b>HYDROGRAPHIC BASIN: UPPER NORTHERN LV WASH</b>		<b>\$260,198,919</b>	<b>\$141,046,165</b>	<b>\$16,324,052</b>	<b>\$25,318</b>	<b>\$0</b>	<b>\$16,298,734</b>		<b>(\$889,284)</b>		
<b>SYSTEM: Ann Road</b>		<b>\$71,879,876</b>	<b>\$13,931,771</b>	<b>\$3,081,292</b>	<b>(\$889,284)</b>	<b>\$0</b>	<b>\$3,970,576</b>		<b>(\$889,284)</b>		
<b>PROJECT: Rancho Road System - Elkhorn, Grand Canyon to Hualapai</b>											
Design/Admin	RCHB 0295	Design Started in 15/16	\$430,021	\$3,970,576			\$210,362				
Right-of-way		LAS16P15	\$344,017								
Construction			\$3,074,648					\$3,760,214			
<b>PROJECT: Rancho Road System - Beltway to Elkhorn</b>											
CLOSEOUT	Design/Admin	RCHB 0227 & 0250	Design Started 09/10					7/13/2017	(\$34,831)	YES	LAS16J09
	Right-of-way		LAS16J09		(\$889,284)						
	Construction								7/13/2017	(\$854,453)	YES
<b>SYSTEM: Kyle Canyon</b>		<b>\$0</b>	<b>\$74,543,312</b>	<b>\$13,242,760</b>	<b>\$914,601</b>	<b>\$0</b>	<b>\$12,328,158</b>		<b>\$0</b>		
<b>PROJECT: Las Vegas Wash - Moccasin, Skye Canyon Park to Squirrels Nest</b>											
Design/Admin	LVMO 0000		\$1,335,162	\$13,242,760		\$914,601	\$653,147				
Right-of-way			\$1,068,130								
Construction			\$9,546,409					\$11,675,011			

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**RFCD POLICIES AND PROCEDURES MANUAL – 2017 ANNUAL REVIEW/UPDATE**

**RECOMMENDATION SUMMARY**

**STAFF:** **Adopt amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update.**  
**(September 18, 2017)**

**TECHNICAL ADVISORY:** Follow staff recommendation.  
**(September 28, 2017)**

**CITIZENS ADVISORY:** Follow staff recommendation.  
**(October 2, 2017)**

**STAFF:** Receive a report on amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update.  
**(August 21, 2017)**

**TECHNICAL ADVISORY:** Follow staff recommendation.  
**(August 31, 2017)**

**CITIZENS ADVISORY:** Follow staff recommendation.  
**(August 31, 2017)**

**RFCD AGENDA  
ITEM #07  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

<b>SUBJECT:</b>
RFCD POLICIES AND PROCEDURES MANUAL – 2017 ANNUAL REVIEW/UPDATE
<b>PETITIONER:</b>
STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER
<b>RECOMMENDATION OF PETITIONER:</b>
ADOPT AMENDMENTS TO THE RFCD POLICIES AND PROCEDURES MANUAL – 2017 ANNUAL REVIEW/UPDATE OR TAKE ANY OTHER ACTION DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

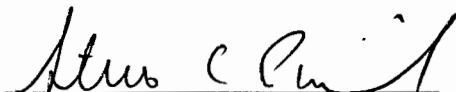
**FISCAL IMPACT:** None.

**BACKGROUND:**

The District Policies and Procedures Manual – Section XIII, states that the Advisory Committees will review the policies and procedures in August of each year; thereafter the amended manual will be presented to the Board for adoption. Staff has proposed changes to the following sections:

- **Section II.A.1.b; II.A.2.c – Master Plan Updates, Changes and Amendments (pages 14-15):** Both sections will redefine that the District will submit master plan updates and master plan changes and amendments to the Southern Nevada Regional Planning Coalition to ensure conformity with the Regional Policy Plan. These sections will delete Southern Nevada Strong as an agency who the District or entity will submit the proposed update, change or amendment.

Respectfully submitted,

  
Steven C. Parrish, P.E.  
General Manager/Chief Engineer

TAC AGENDA ITEM #07 Date: 08/31/17	TAC AGENDA ITEM #06 Date: 09/28/17	RFCD AGENDA ITEM # 07 Date: 10/12/17
CAC AGENDA ITEM #07 Date: 08/31/17	CAC AGENDA ITEM #06 Date: 10/02/17	

Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

<b>Staff Discussion:</b>	Date: 09/18/17
<b>RFCD POLICIES AND PROCEDURES MANUAL – 2017 ANNUAL REVIEW/UPDATE</b>	
The District Policies and Procedures Manual – Section XIII, states that the Advisory Committees will review the policies and procedures in August of each year; thereafter the amended manual will be presented to the Board for adoption. Staff has proposed changes to the following sections:	
<b>Section II.A.1.b; II.A.2.c – Master Plan Updates, Changes and Amendments (pages 14 -15):</b> Both sections will redefine that the District will submit master plan updates and master plan changes and amendments to the Southern Nevada Regional Planning Coalition to ensure conformity with the Regional Policy Plan. These sections will delete Southern Nevada Strong as an agency who the District or entity will submit the proposed update, change or amendment.	
<b>Staff Recommendation:</b>	
Adopt amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update.	
<b>Discussion by Technical Advisory Committee:</b>	AGENDA #06 Date: 09/28/17
<b>Recommendation:</b>	
Follow staff recommendation.	
<b>Discussion by Citizens Advisory Committee:</b>	AGENDA #06 Date: 10/02/17
<b>Recommendation:</b>	
Follow staff recommendation.	



Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 08/21/17

**RFCD POLICIES AND PROCEDURES MANUAL – 2017 ANNUAL REVIEW/UPDATE**

The District Policies and Procedures Manual – Section XIII, states that the Advisory Committees will review the policies and procedures in August of each year; thereafter the amended manual will be presented to the Board for adoption. Staff is currently in the process of reviewing the manual. In addition, the Advisory Committees may wish to review and offer comments to District staff regarding the Policies and Procedures by September 11, 2017.

**Staff Recommendation:**

Receive a report on amendments to the RFCD Policies and Procedures Manual – 2017 annual review/update.

**Discussion by Technical Advisory Committee:**

AGENDA  
#07 Date: 08/31/17

**Recommendation:**

Follow staff recommendation.

**Discussion by Citizens Advisory Committee:**

AGENDA  
#07 Date: 08/31/17

**Recommendation:**

Follow staff recommendation.

## **II. PROJECT DEVELOPMENT**

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The General Manager/Chief Engineer with the assistance of the entities within the District will develop and maintain a Master Plan of Flood Control Facilities. The Master Plan will set forth a comprehensive solution to flood control with the intent of improving the protection of life and property from the threat of flooding for existing and future residents of Clark County and the incorporated areas.

### **A. MASTER PLAN UPDATES, CHANGES AND AMENDMENTS**

1. Master Plan Updates
  - a. The District shall conduct a detailed review of the Master Plan every five (5) years or more frequently if the Board finds that circumstances so warrant. In addition to providing the information required for annual review (Section 1.G.4.(p)), the District shall:
    - 1) Add to the plan any new information which is relevant to the plan.
    - 2) Assess the progress toward fulfillment of the Master Plan during the five-year period.
    - 3) Identify any major obstacles to completion of the Master Plan.
    - 4) Recommend amendments to the Master Plan resulting from growth and development in the District.
  - b. If the Master Plan Update recommends a change or amendment, it will be considered for adoption before the Board and Advisory Committees in accordance with the process described in Section 2 below. Proposed updates will be submitted by the District to the Southern Nevada Regional Planning Coalition (SNRPC) ~~and Southern Nevada Strong (SNS)~~ to ensure conformity with the Regional Policy Plan prior to Board action.
  - c. If the Master Plan Update recommends no changes, it will be considered by the Advisory Committees and filed with the Board and the impacted entities.

2. Master Plan Changes and Amendments
  - a. The District's General Manager/Chief Engineer, or any governmental entity, may propose amendments and changes to the District's Master Plan.
  - b. Proposed amendments or changes shall be reviewed by the General Manager/Chief Engineer, the CAC and the TAC to determine whether the proposal is consistent with the general principles set forth in Subsection 3 of NRS 543.590 for the Master Plan and a recommendation forwarded to the Board.
  - c. The entity proposing amendments or changes shall submit the proposed amendment or change for review by the Southern Nevada Regional Planning Coalition (SNRPC) and ~~Southern Nevada Strong (SNS)~~ to ensure conformity with the Regional Policy Plan (Plan) and ~~Southern Nevada Strong Regional Plan (jointly, Plans)~~ in accordance with the Southern Nevada Regional Planning Act (Chapter 489, Statutes of Nevada 1999). The determination of conformity with these Plans shall be accomplished prior to Board action on the proposed amendments or changes.
  - d. The Board shall hold a public hearing to consider the adoption of the proposed Master Plan amendment or change.
  - e. The Board may adopt the proposed amendment or change to the District's Master Plan with the approval of two-thirds of the members voting.
  - f. If the amendment or change is adopted, the Board shall file a copy of the amendment or change with the governing body of each local government whose jurisdiction includes the hydrographic area affected by the amendment or change.
  - g. If the amendment is adopted unanimously by the Board, the governing body of the local government in whose jurisdiction the amendment is located shall hold a public hearing to consider the adoption of the proposed amendment as a component of its comprehensive master plan pursuant to Chapter 278 of NRS.
  - h. If the governing body unanimously adopts the amendment after a hearing, the amendment becomes effective and no other hearing or

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

AGREEMENT WITH SHERMAN & HOWARD, CLARK COUNTY, AND THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (DISTRICT) CONFIRMING THE ENGAGEMENT WITH SHERMAN & HOWARD AS BOND COUNSEL AND TO REPRESENT THE DISTRICT AND CLARK COUNTY IN CONNECTION WITH THE ISSUANCE OF THE CLARK COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) REGIONAL FLOOD CONTROL CROSSOVER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES)

**RECOMMENDATION SUMMARY**

**STAFF:** Approve.

**TECHNICAL ADVISORY:** The Technical Advisory Committee did not hear this item.

**CITIZENS ADVISORY:** The Citizens Advisory Committee did not hear this item.

RFCD AGENDA  
ITEM #08  
DATE: 10/12/17

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**

AGREEMENT WITH SHERMAN & HOWARD, CLARK COUNTY, AND THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (DISTRICT) CONFIRMING THE ENGAGEMENT WITH SHERMAN & HOWARD AS BOND COUNSEL AND TO REPRESENT THE DISTRICT AND CLARK COUNTY IN CONNECTION WITH THE ISSUANCE OF THE CLARK COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) REGIONAL FLOOD CONTROL CROSSOVER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES)

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT WITH SHERMAN & HOWARD, CLARK COUNTY, AND THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CONFIRMING THE ENGAGEMENT WITH SHERMAN & HOWARD AS BOND COUNSEL AND TO REPRESENT THE DISTRICT AND CLARK COUNTY IN CONNECTION WITH THE ISSUANCE OF THE CLARK COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) REGIONAL FLOOD CONTROL CROSSOVER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** Not to exceed \$120,000 (Paid from Refunding Bond proceeds).

**BACKGROUND:**

On November 13, 2008, the Board adopted Resolution No. 08-5 authorizing the District to secure up to \$300 million in general obligation commercial paper, notes, bonds, and other securities, or any combination thereof. On May 21, 2009, the Board of Directors approved Resolution No. 09-1 consenting and agreeing to be bound by the provisions of the 2009 Flood Control Bond Ordinance authorizing the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Flood Control Bonds (Additionally Secured by Pledged Revenues), Series 2009A and Series 2009B, subject to the Clark County Board of Commissioners adoption of the Flood Control Bond Ordinance. At the District's request on June 2, 2009, the Board of County Commissioners approved an Ordinance authorizing the Sale of the General Obligation (Limited Tax) Flood Control Bonds (Additionally Secured by Pledged Revenues), Series 2009B.

RFCD AGENDA  
ITEM #08  
Date: 10/12/17

On September 14, 2017, The Board adopted Resolution No. 17-5 authorizing the District to issue Clark County, Nevada, General Obligation (Limited Tax) Flood Control Crossover Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2017 for the purpose of refinancing all or a portion of the outstanding Clark County, Nevada, General Obligation (Limited Tax) Flood Control Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2009B for interest rate savings and consented to and agreed to be bound by the provisions of the 2017 Flood Control Crossover Refunding Bond Ordinance.

Staff recommends that the Board approve and authorize the General Manager to sign the attached agreement between Sherman & Howard, Clark County, and the Clark County Regional Flood Control District confirming the engagement with Sherman & Howard as bond counsel and to represent Clark County and the Clark County Regional Flood Control District in connection with the issuance of the Clark County, Nevada, General Obligation (Limited Tax) Flood Control Crossover Refunding Bonds (Additionally Secured by Pledged Revenues) in an amount not to exceed \$120,000,000.

The agreement between Sherman & Howard, Clark County, and the Clark County Regional Flood Control District is attached. The District Attorney has reviewed the agreement.

Respectfully submitted,



Steven C. Parrish, P.E.  
General Manager/Chief Engineer

RFCD AGENDA ITEM #08 Date: 10/12/17
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R F C D

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# SHERMAN & HOWARD

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2017 SEP -6 PM 2:30

50 West Liberty Street, Suite 1000, Reno, Nevada 89501-1950  
Telephone: 775.323.1980 Fax: 775.323.2339

3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169  
Telephone: 702.387.6073 Fax: 702.990.3564

www.shermanhoward.com

Kendra Follett  
Sherman & Howard L.L.C.  
Direct Dial Number: 775-323-1980  
E-mail: kfollett@ShermanHoward.com

August 21, 2017

Jeanine Dilworth  
Administrative Services Director  
Clark County Regional Flood Control District  
600 S. Grand Central Parkway, Suite 300  
Las Vegas, Nevada 89106

Jessica Colvin  
Chief Financial Officer  
Clark County, Nevada  
500 South Grand Central Parkway, 5<sup>th</sup> Floor  
Las Vegas, Nevada 89155

**Approx. \$120,000,000**  
**Clark County, Nevada**  
**General Obligation (Limited Tax)**  
**Flood Control Crossover Refunding Bonds**  
**Series 2017**

Dear Ms. Dilworth and Ms. Colvin:

We are pleased to confirm our engagement as bond counsel and special counsel to the Clark County Regional Flood Control District, Nevada (the "District") and Clark County, Nevada (the "County") in connection with the issuance of the above-captioned bonds (the "Bonds"). This letter will operate as the form of agreement between the District, the County and our firm and sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel and special counsel.

Scope of Services as Bond Counsel. Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. As your bond counsel, we will prepare or examine all legal proceedings needed preliminary to and in the issuance of the Bonds relating to the validity and enforceability thereof (including the sale and issuance of the Bonds and appropriate closing documents). All

Jeanine Dilworth  
Administrative Services Director  
Jessica Colvin  
Chief Financial Officer  
August 21, 2017  
Page 2

proceedings that we prepare will be prepared in collaboration with you, the District and County Attorneys, the financial advisor, underwriter and other authorized representatives of the District and the County. Our services as bond counsel also include an examination of an executed transcript of proceedings and such additional duties as we deem necessary to render our final approving opinion relating to the Bonds and the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes. Our opinion will be addressed to the District and the County and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The opinion will be based on facts and law existing as of its date.

Services as Special Counsel. We are also being retained by you to act as special counsel to the District and the County in connection with the official statement for the Bonds (the "Official Statement"). As such, we will provide advice to the District and the County on the applicable legal standards to be used in preparing the Official Statement and meeting the District's and the County's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating that we have assisted the District and the County in the preparation of the Official Statement and that in the course of such assistance nothing has come to the attention of the attorneys in our firm rendering legal services in connection with our representation which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data and statements of trends and forecasts, and information concerning The Depository Trust Company ("DTC") provided by DTC contained in the Official Statement and its Appendices, as to which we express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

Our services are limited to those contracted for explicitly herein; the District's and County's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Sherman & Howard L.L.C. in connection with any IRS audit or any litigation involving the District, the County or the Bonds. Neither do we assume responsibility for the preparation of any collateral documents (e.g., environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including advice about the structure of the Bonds, that being the role of the financial advisor) or advice on the investment of funds related to the Bond issue. If such services are requested of us, we suggest that we discuss the nature and extent of those services and an estimate of our fee at the time of the request.

Attorney-Client Relationship. In performing our services hereunder, the District and the County will both be our clients. We will represent the interests of the District and the County, collectively, rather than their respective Boards, the Boards' individual members, or the District's or County's employees.



Jeanine Dilworth  
Administrative Services Director  
Jessica Colvin  
Chief Financial Officer  
August 21, 2017  
Page 3

As a joint representation, both the District and the County should feel free to communicate directly with us at any time. In general, information learned by lawyers about their clients and communications between lawyers and their clients are privileged and confidential and may not be disclosed to third parties without the client's consent. Because the District and the County will both be our clients in this matter, information we learn about the District and the County and confidential communications between us and the District and the County will be privileged and confidential and may not be disclosed to third persons. However, as your lawyers we may be ethically required to disclose to the District or the County any information or any problem concerning either the District or the County which is disclosed to us or which we discover in the course of our work for you.

At this time, neither you nor we perceive any conflicting or differing interests between the District and the County concerning the very limited scope of our engagement. Accordingly, it appears to be proper, under the Nevada Rules of Professional Conduct, for our firm to represent both the District and the County hereunder.

If during the course of this representation we perceive any conflicting or differing interests between the District and the County, we will advise both the District and the County of that fact at once. Similarly, the District and the County will advise us at once if you come across differing or conflicting interests of which we are not aware, now or later during the course of the representation. In that event, we may not participate in the resolution of any such conflict between the District and the County; rather the District and the County will attempt to resolve their differences between themselves in such manner as you determine to be proper. In the event the District and the County are unable to resolve such differences, it may be necessary for our firm to withdraw from the representation of one or both clients, depending on the circumstances.

We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Conflicts of Interest. Since the Bonds have not yet been marketed, the actual purchaser of the Bonds (the "Purchaser") cannot be identified at this time. We want to advise you that it is likely that the eventual Purchaser will be a broker-dealer or other financial institution that has been, is currently, or will in the future be a client of this firm with respect to matters other than the proposed Bonds. Under the Nevada Rules of Professional Conduct (the "Rules"), we do not believe that our representation of the District and the County will be either: (i) materially limited by the Purchaser being our client on other matters, or (ii) directly adverse to the Purchaser under these circumstances because (a) the terms of the Bonds, the Official Statement, the authorizing document and our opinion will have been established prior to the acceptance of the offer to purchase the Bonds from the Purchaser, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and (c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the Official Statement.

Jeanine Dilworth  
Administrative Services Director  
Jessica Colvin  
Chief Financial Officer  
August 21, 2017  
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In addition, our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this Bond transaction, such as banks that act as paying agents or trustees. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the District and the County in connection with the Bonds, even though such representations may be characterized as adverse under the Rules. In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the District or the County is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the District or the County. Your execution of this letter will signify the District's and the County's prospective consent to such adverse representations in matters unrelated to the Bonds while we are serving as bond counsel hereunder.

Proposed Fees. Our fee shall be payable by the District and we shall not look to the County for any of our compensation in regard to this engagement. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the responsibilities we will undertake pursuant to this letter, (iii) the time and labor we anticipate devoting to the financing, and (iv) the skill and experience required to complete the services properly, we estimate that our fee as bond counsel for one series of bonds aggregating approximately 120,000,000 would be in the range of \$75,000 to \$85,000. We estimate that our fees as special counsel would not exceed \$35,000. Such fees may vary: (i) if the principal amounts of the Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities.

In the event the transaction is delayed and the Bonds are not delivered at Closing on or before December 31, 2017, it will be necessary for us to repeat and update much of our work and a commensurate increase in our fees will result in a revision of our fees. Any such revision of our fees would, however, be made only after obtaining your approval.

In addition, this letter authorizes us to make disbursements on your behalf, which we estimate will not exceed \$1,000. The District agrees to reimburse us for such disbursements, including travel costs, photocopying, deliveries, filing fees, computer assisted research, and other necessary office expenses.

Our fees and expenses are usually paid at Closing out of Bond proceeds. We customarily do not submit any statement until the Closing. If, for any reason, the financing is not consummated, or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our hourly rates (currently ranging from \$300 to \$590 depending on personnel) for time actually spent on your behalf, plus disbursements.

Jeanine Dilworth  
Administrative Services Director  
Jessica Colvin  
Chief Financial Officer  
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Document Retention. At or within a reasonable period after the Closing, we will review the file to determine what materials should be retained as a record of our representation and those which are no longer needed. We will provide you with a copy of the customary transcript of documents after the Closing and will return any original documents obtained from you (if a copy is not included in the transcript). We will retain for several years a copy of the transcript and such other materials as correspondence, final substantive work product, documents obtained from you, and documents obtained from third parties. We will not retain such materials as duplicates of the above-described materials, or drafts and Bonds that do not appear needed any longer.

Ordinarily the firm will keep the retained materials until seven years after the final maturity of the Bonds. At the end of that time, unless you advise us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may destroy all or portions of it earlier, as our storage facilities are limited. If you prefer other arrangements for retention or disposition of our files in this matter, please advise us in writing.

Personnel. Kendra Follett, who is a licensed Nevada lawyer will be the principal lawyer involved in performing bond counsel services for you pursuant to this letter. David Lucas, who is a licensed Nevada lawyer, will be the principal lawyer involved in performing special counsel services for you pursuant to this letter. We will report to and take direction from Jeanine Dilworth, as the District's Administrative Services Director, and Jessica Colvin, as Chief Financial Officer of the County. Where appropriate, certain tasks may be performed by other attorneys or paralegals. We may be assisted in performing these legal services by other lawyers in our non-Nevada offices who are not licensed to practice law in Nevada. Generally, these lawyers assist us in matters of federal tax law and federal securities law. We sometimes consult with these lawyers in attempting to resolve questions of municipal law and municipal finance law, and sometimes these lawyers also assist us in legal research and document drafting. In any event, our Nevada lawyers will be responsible for all legal services and legal work rendered to you pursuant to this.

Termination of Engagement. Upon delivery of our approving opinions our responsibilities as bond counsel and special counsel will terminate with respect to the Bonds. At that time, our joint representation of the District and the County and the attorney-client relationship created by this engagement letter will be concluded. Should the District and the County seek the advice of bond counsel or special counsel in connection with the Official Statement on a post-closing matter or seek other additional legal services we would be happy to discuss the nature and extent of our separate engagement at that time.

Electronic Communications. Although the District, the County and our firm recognize e-mail may not always be a secure method of communication, and could be intercepted and read by persons who are not the intended recipients, the District, the County and the firm agree to the use of unencrypted e-mail for communications made during the course of this engagement, including communications containing confidential information or advice. The District and the

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Chief Financial Officer  
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County may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement the request from the District or the County.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the duplicate originals of this letter signed by the officer so authorized, retaining the copy for your files.

We very much appreciate the opportunity to be of service to the District and the County as bond counsel and special counsel and look forward to working with you.

Sincerely,

  
Kendra Follett

Accepted and approved:

CLARK COUNTY, NEVADA

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, NEVADA, AGREES TO THE TERMS OF THIS ENGAGEMENT AND AGREES TO PAY THE FEES AND EXPENSES OF SHERMAN & HOWARD L.L.C. AS DESCRIBED ABOVE.

Accepted and agreed to by:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, NEVADA

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**2018 FLOOD SAFETY ADVERTISING CAMPAIGN**

**RECOMMENDATION SUMMARY**

**STAFF:**

Authorize the General Manager/Chief Engineer to issue a request for proposals, authorize the General Manager to solicit and review proposals from qualified firms, select a consultant and negotiate a professional services contract.

**TECHNICAL ADVISORY:**

The Technical Advisory Committee did not hear this item.

**CITIZENS ADVISORY:**

Follow staff recommendation.

**RFCD AGENDA  
ITEM #09  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

**SUBJECT:**

2018 FLOOD SAFETY ADVERTISING CAMPAIGN

**PETITIONER:**

STEVEN C. PARRISH P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

DISCUSS AND APPROVE A REQUEST FOR PROPOSALS (RFP) FOR FLOOD SAFETY ADVERTISING SERVICES, AUTHORIZE THE GENERAL MANAGER TO SOLICIT AND REVIEW PROPOSALS FROM QUALIFIED FIRMS (FOR POSSIBLE ACTION)

**FISCAL IMPACT:**

None.

(Adequate funding has been approved by the District Board of Directors for this request.)

**BACKGROUND:**

Since 1991, the Clark County Regional Flood Control District has had a Flood Safety Advertising Services contract with firm(s) to inform and educate the public on the inherent dangers of flash flooding in Clark County. The District currently has a contract with Robertson Partners that ends February 8, 2018.

To prepare for the RFP process, staff has drafted a preliminary RFP, which contains a draft Contract for Services, draft Scope of Services and a proposed timeline.

CAC AGENDA ITEM #09 Date: 10/02/17	RFCD AGENDA ITEM # 09 Date: 10/12/17
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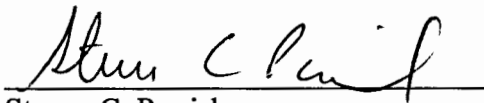
Staff is recommending that the following process be used for the RFP:

- The RFP is presented to the Board for consideration.
- Board authorizes the General Manager/Chief Engineer to issue the RFP
- The General Manager/Chief Engineer issues the RFP
- A Pre-Proposal Conference is held with firms interested in submitting a proposal
- The proposals are to be received by Monday, November 27, 2017 by 4:00 p.m.
- The proposals are reviewed and rated by a review panel, which may be comprised of RFCD staff, CAC members and/or entity staff
- The District approves a short list of finalists and schedules the presentations
- The finalists make a presentation to the review panel
- Review panel ranks finalists and makes recommendation to the Board for consideration
- Board approves a firm and authorizes District to negotiate a contract
- CAC reviews the contract and recommends approval
- The Board reviews and awards the contract

Staff is recommending that the contract be for a one-year term with up to four options to renew for one-year periods. If the contract is approved in this manner, a coordinated advertising campaign would be developed utilizing a theme that could be repeated over several years. One time production costs will help maximize dollars spent on media placement.

Staff is recommending approval of the RFP for Flood Safety Advertising Services, authorization for the General Manager to solicit and review proposals from qualified firms.

Respectfully submitted,

  
Steven C. Parrish  
General Manager/Chief Engineer

CAC AGENDA ITEM #09 Date: 10/02/17	RFCD AGENDA ITEM # 09 Date: 10/12/17
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Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 09/20/17

REQUEST FOR PROPOSALS FOR FLOOD SAFETY ADVERTISING SERVICES, AUTHORIZE THE GENERAL MANAGER TO SOLICIT AND REVIEW PROPOSALS FROM QUALIFIED FIRMS

Since 1991, the Clark County Regional Flood Control District has had a Flood Safety Advertising Services contract with firm(s) to inform and educate the public on the inherent dangers of flash flooding in Clark County. The District currently has a contract with Robertson Partners that ends February 8, 2018.

To prepare for the RFP process, staff has drafted a preliminary RFP, which contains a draft Contract for Services, draft Scope of Services and a proposed timeline.

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Staff is recommending approval of the RFP for Flood Safety Advertising Services, authorization for the General Manager to solicit and review proposals from qualified firms.

**Staff Recommendation:**

Authorize the General Manager/Chief Engineer to issue a request for proposals, select a consultant, and negotiate a professional services contract.



<p><b>Discussion by Technical Advisory Committee:</b></p> <p>The Technical Advisory Committee did not hear this item.</p>	<p>AGENDA # Date:</p>
<p><b>Recommendation:</b></p>	
<p><b>Discussion by Citizens Advisory Committee:</b></p>	<p>AGENDA #09 Date: 10/02/17</p>
<p><b>Recommendation:</b></p> <p>Follow staff recommendation.</p>	

101217 RFP-FSA-aid

## REQUEST FOR PROPOSALS

### CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT FLOOD SAFETY ADVERTISING SERVICES

THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (RFCDD) REQUESTS PROPOSALS FOR FLOOD SAFETY ADVERTISING SERVICES. THE CONTRACT TERM WILL BE FOR A ONE-YEAR PERIOD, WITH UP TO FOUR OPTIONS TO RENEW THE CONTRACT FOR ONE-YEAR PERIODS.

PRE-PROPOSAL CONFERENCE: Monday, October 23, 2017 at 10:00 a.m., local time. The pre-proposal conference will be held at the RFCDD offices: 600 South Grand Central Parkway, Las Vegas, Nevada, 89106-4511, Room #108.

Sealed Proposals will be received up until 4:00 p.m., local time, on Monday November 27, 2017, at the following address:

Clark County Regional Flood Control District  
**Attn: Flood Safety Advertising Services**  
600 South Grand Central Parkway, Suite #300  
Las Vegas, NV 89106-4511

#### **LATE SUBMITTALS WILL NOT BE ACCEPTED!**

Proposals time-stamped at 4:01 p.m. or later will be returned unopened.

Interested firms must obtain a proposal package which details format requirements from the RFCDD offices during business hours (Monday - Friday; 8:00 a.m. - 5:00 p.m.), or online. Proposals can be obtained at the RFCDD offices beginning Thursday, October 12, 2017, at noon, local time.

Please contact Erin Neff, Public Information Manager, with questions.

(702) 685-0017

[eneff@regionalflood.org](mailto:eneff@regionalflood.org)

[www.regionalflood.org](http://www.regionalflood.org)

**RFP INSTRUCTIONS  
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT  
FLOOD SAFETY ADVERTISING SERVICES**

**I. INSTRUCTIONS TO OFFERORS**

**A. GENERAL INFORMATION**

1. Examination of Proposal Documents

In submitting a proposal, the offeror represents they have thoroughly examined and became familiar with the work required under this Request for Proposal (RFP) and that the offeror is capable of performing the quality of work in a timely manner to achieve the objectives of the Clark County Regional Flood Control District, hereinafter referred to as the "RFCD."

2. Addenda and Clarifications

Any RFCD changes to this RFP will be made by written addendum. No verbal modifications will be binding. Clarifications should be submitted in writing to the RFCD, and will be responded to within three business days in writing to all offerors who requested the RFP. Written addendums and clarifications may be submitted by email.

Clarifications on the RFP will not be accepted after Monday, November 13, 2017.

3. Submissions of Proposals

All proposals are to be submitted in a sealed envelope (or box) addressed to: Clark County Regional Flood Control District, Attn: Flood Safety Advertising Services, 600 S. Grand Central Parkway, Suite #300, Las Vegas, NV, 89106-4511. **Sealed Proposals will be received up until 4:00 p.m., local time, on Monday, November 27, 2017. Proposals time-stamped at 4:01 p.m. or later at the RFCD offices will be returned unopened.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED!**

Interested firms must obtain a proposal package which details format requirements at the RFCD offices between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or online.

The offeror shall submit an original and ten (10) copies of their proposal in a sealed envelope (or box) plainly marked "FLOOD SAFETY ADVERTISING SERVICES," with the name and address of the offeror in the upper left hand corner of the envelope. No responsibility will attach to the RFCD, any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

4. Pre-Contract Expenses

The RFCD shall not be liable for any pre-contract expenses incurred by offerors in the preparation of their proposals. Offerors shall not include any such expenses as part of their proposals.

5. Exceptions and Deviations

“Contractual” Exceptions and Deviations are those exceptions or deviations to the contractual terms identified in ATTACHMENT A – DRAFT CONTRACT FOR RFCD FLOOD SAFETY ADVERTISING SERVICES, excluding EXHIBIT 1 – DRAFT SCOPE OF GENERAL CONTRACT SERVICES, EXHIBIT 2 – DRAFT SCHEDULE OF TASK COMPLETION and EXHIBIT 3 – SCHEDULE OF AGENCY FEE SERVICES. All other Exceptions and Deviations are considered “Technical” Exceptions and Deviations. “Technical” Exceptions and Deviations may or may not add value to the work plan as solely determined by the Review Panel.

Any exceptions or deviations to the requirements in this RFP, or to the language of the Draft Contract and Draft Scope of Services, must be included in the proposal submitted by the offeror.

The RFCD staff may at its sole discretion reject any and/or all “Contractual” Exceptions and Deviations. If the RFCD staff rejects a contractual exception or deviation than the submittal will be disqualified unless, within five (5) calendar days of notification of the rejection of the contractual exception or deviation, the offeror notifies, in writing, the RFCD staff that it withdraws the rejected contractual exception or deviation.

All “Contractual” Exceptions and Deviations will be addressed prior to submittal to the Review Panel.

6. RFCD Disclaimer

RFCD will not pay for any costs or expenses incurred for the proposal. Additionally, this RFP does not commit or obligate the RFCD to pay any costs or expenses incurred in the submittal of your proposal. This RFP does not commit or obligate the RFCD to procure or contract for respondent’s services. The RFCD reserves the right to reject any or all firms if deemed to be in the best interest of the RFCD as solely determined by the RFCD.

7. Joint Offers

Where two or more offerors desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis - rather than as a joint venture.

The RFCD will contract with a single firm and not with multiple firms doing business as a joint venture.

8. Draft Contract/Draft Scope of Services

A Draft Contract and a Draft Scope of Services has been included in this RFP. This Draft Contract and Draft Scope of Services should be used as a guide in the preparation of proposals. It is unnecessary to include the Draft Contract and Draft Scope of Services with your proposal submittal. Please note that changes will be made to the Draft Contract and Draft Scope of Services to reflect the successful offeror's proposal and contract negotiations. The final contract shall also incorporate other pertinent terms and conditions set forth in this RFP.

The offeror's attention is directed particularly to Section VI-F in the attached Draft Contract, which specifies the minimum insurance requirements that must be met by the successful offeror. The offeror's inability or unwillingness to meet these requirements as a condition of contract award must be stated as an exception in the proposal.

9. Contract Type

It is anticipated that a contract resulting from this solicitation, if awarded, will be on a "time and materials" basis with the cost not to exceed the final negotiated contract price.

10. Conflict of Interest

No employee, officer, or agent of the RFCD shall participate in the selection, or in the award or administration, of the contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise when one of the following has a financial or other interest in any firm bidding on or selected for the award:

- a. The employee, or an officer or agent of the employee;
- b. Any member of the employee's, officer's, or agent's immediate family;
- c. The employee's, officer's, or agent's business partner; or
- d. An organization that employs, or is about to employ any of the above.

The RFCD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to subcontractors whereby intent could reasonably be inferred as influencing the officer, employee, or agent in the performance of his/her duties or was intended as a reward for any official act on his/her part.

No member of the RFCD Board, Citizens Advisory Committee, or its staff may have any financial interest in a contract with the RFCD. Bidders may not use any

subcontractors or vendors who are members of the RFCD Board or RFCD staff.

11. Anti-Lobbying Clause

- a. No person (or entity) submitting a proposal in response to this RFP, nor officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any member of the RFCD or his or her personal staff during the period beginning on the date of proposal submissions and ending on the date of selection of the Contractor. Any such contact would be grounds for the disqualification of the offeror.
- b. During the period beginning on the date of the issuance of the RFP and ending on the date of selection of the Contractor, any contact with the RFCD staff by an offeror should be limited to the written clarification and amendment process described in Section I.A.2 and the Preproposal Conference. As specified in Section I.A.2, any such clarification or amendment must be by written addenda issued by the RFCD. At no time may any offeror have any communication with a member of the Review Panel, which may be comprised of RFCD staff, Citizens Advisory Committee members and/or entity staff, other than communication during a meeting with the Review Panel.

**B. PROPOSAL FORMAT AND CONTENT**

1. Presentation

Proposals shall be submitted in 8.5 x 11 inch, single sided paper, using a simple method of fastening. An original and ten (10) copies are to be provided. Offers should be typed with no less than a 10-point font, and should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. The proposal should not exceed 30 pages in length, excluding any appendices. Video (DVD), audio and electronic media (CD or disc) material (10 copies) may also be submitted for review at the discretion of the offeror and should be marked with the agency/firm's name.

2. Proposal Contents

In submitting a Proposal, the following information must be included in the exact section order and identified by tabs:

- Section: I. Letter of Transmittal  
II. Qualifications, Related Experience, and References of the Firm  
III. Proposed Staffing and Organization  
IV. Work Plan

- V. Exceptions and Deviations
- VI. Tentative Price Estimate
- VII. Appendices (only if applicable)

The following further explains the contents which should be included in each section:

Section I - Letter of Transmittal

The letter of transmittal shall be addressed to Erin Neff, Public Information Manager, Clark County Regional Flood Control District, 600 S. Grand Central Parkway, Suite #300, Las Vegas, Nevada, 89106-4511, and at a minimum must contain the following:

- (1) Identification of the offering firm(s), including name, address, telephone number, and email address of each firm.
- (2) Proposed working relationship among offering firms (eg: prime-subcontractor), if applicable.
- (3) Acknowledgment of receipt of RFP addenda, if any.
- (4) Name, title, address, telephone number, and email address of contact person during the period of proposal evaluation.
- (5) A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- (6) Signature of the person authorized to bind the offering firm to the terms of the proposal.

Section II - Qualifications, Related Experience, and References of the Firm

This section of the proposal should establish the ability of the offeror to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of work currently being performed; staffing capability, work load, and record of meeting schedules on similar campaigns; strength and stability as a business concern; and supportive client references.

Provide a brief profile of the firm, including the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship); number, size, and location of offices; identify the office where the work will be performed; specify if the office location is the firm's headquarters or a branch office; number and job classification of employees; and a general description of the firm's financial condition. Identify any conditions (eg: bankruptcy, pending litigation, planned office closures, impending merger) that may impede the offeror's ability to complete the campaign. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this campaign.

Identify subcontractors, if any, by company name, address, contact person, telephone number, email address and campaign function, and describe the firm's experience working

with each subcontractor.

In addition, for each campaign cited as related experience, furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. The offeror may also supply references from other work not cited in this section as related experience.

### Section III - Proposed Staffing and Organization

This section of the proposal should establish the qualifications of the proposed key account management team in terms of education, experience, and professional credentials.

Furnish brief resumes (not to exceed two pages each) for the proposed key personnel. Resumes must feature experience most directly relevant to the work proposed for such key personnel and availability of proposed key personnel's time to devote to this project.

### Section IV - Work Plan

By presentation of a well-conceived work plan, this section of the proposal should establish the offeror's understanding of the RFCD's objectives and work requirements and substantiate the offeror's ability to satisfy those objectives and requirements.

Include a plan describing the proposed method of defining and reaching the target groups of this campaign, as stated in the Draft Scope of Services, Exhibit 1 to Attachment A of this RFP. The work plan must also include a proposed time line schedule for execution of the work plan. You must also include samples of work that will demonstrate your ability to comply with the Draft Scope of Services.

### Section V - Exceptions and Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the offeror wishes to propose alternative approaches to meeting the RFCD's technical or contractual requirements, these should be thoroughly explained.

### Section VI - Tentative Price Estimate

The offeror shall include a Tentative Price Estimate made up of the following:

- (1) A breakdown of cost, by work plan task or each project element, and the total estimated annual cost. Please note that the maximum budget is tentatively proposed to be One Million Dollars (\$1,000,000).
- (2) A description of your firm's proposed fee/billing arrangement for the RFCD.
- (3) Your agency/firm's commission structure.



Section VII - Appendices (only if applicable)

Information considered by the offeror to be pertinent to this campaign and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. This section does not count towards the 30-page limit; however, offerors are cautioned that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief. Videos and audio information submitted would be appropriately placed in this section.

## **II. EVALUATION AND AWARD**

### **A. EVALUATION CRITERIA**

1. Work Plan: 50%

Depth of offeror's understanding of the RFCD's requirements and overall quality of work plan; logic, clarity, and specificity of the work plan; implementation schedule; ability to demonstrate an understanding of the project scope; creativity and appropriateness of approach; quality and effectiveness of representative samples submitted; and stated "technical" exceptions and deviations.

2. Qualifications of the Firm and Project Team:

a. Qualifications of the Team Working on the Project: 20%

Experience of key personnel who are directly involved in the preparation and placement of advertising media; past experience and performance on similar projects; and availability of project team's time to devote to this project.

b. Qualification of the Firm: 15%

Knowledge of local demographics; familiarity with Southern Nevada community; experience in performing advertising work in Clark County, Nevada and being located in Clark County, Nevada is preferable; record of completing work on schedule; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractor(s), if any; and assessments by client references.

3. Effective Utilization of Budget Dollars: 15%

Competitiveness of agency/firm's proposed billing arrangement, fee schedule, and commission structure.

## **B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by a review panel and/or the Board of Directors in accordance with the above criteria. Additional subcriteria beyond those listed may be considered by the evaluators in applying the major criteria to the proposals. The proposals should contain the offeror's most favorable terms and conditions. After review of the proposals, a short list will be developed by the review panel. The selected firms will be contacted to schedule follow up oral presentations. Information and instructions on the oral presentations will be given at the time of notification.

## **C. AWARD**

Should the RFCD select a consultant, the RFCD will attempt to negotiate contract terms with the selected consultant. The Draft Contract presented as Attachment A to this RFP may be modified to reflect negotiated changes and applicable provisions of this RFP. If a contract cannot be negotiated and/or the RFCD does not approve a negotiated contract, the selected consultant will not be entitled to any work on the advertising contract and/or any damages.

The RFCD reserves the right to withdraw this RFP at any time prior to entering into a written contract without prior notice, and makes no representations that any contract will be awarded or entered into with any offeror responding to this RFP. The RFCD expressly reserves the right to postpone the RFP opening for its own convenience, to waive any requirement in the RFP or any informality or irregularity in the proposals received, and to reject any and all proposals responding to the RFP without indicating any reasons for such rejection. This RFP does not commit the RFCD to procure or contract for respondent's services. The RFCD reserves the right to reject any or all firms if deemed to be in the best interest of the RFCD. The RFCD further reserves the right to award this RFP to a firm of their choice based upon their sole discretion.

## **III. RFCD PROTEST PROCEDURES**

Any actual or prospective proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract resulting from this RFP may protest. The protest will be submitted in writing to the General Manager/Chief Engineer of the RFCD within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual contract, the General Manager/Chief Engineer will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the General Manager/Chief Engineer, such appeal must be made in writing to the Clark County Regional Flood Control District Board of Directors, through the General Manager/Chief Engineer, within seven (7) calendar days after receiving the written decision of the General Manager/Chief Engineer. The decision of the Clark County Regional Flood Control District Board of Directors will be final. The Clark County Regional Flood Control District Board of Directors need not consider protests unless this procedure is followed.

**ATTACHMENT A  
DRAFT CONTRACT FOR RCD  
FLOOD SAFETY ADVERTISING SERVICES**

*NOTE: The attached contract and scope of services are drafts to be used as a guide in the preparation of the proposals. The final contract for award will reflect the successful offeror's proposal, contract negotiations, and other conditions and terms contained in the RFP.*

## FLOOD SAFETY ADVERTISING SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT"; and \_\_\_\_\_ (advertising agency/firm), a business legally authorized to do business in the State of Nevada and Clark County, hereinafter referred to as "CONSULTANT."

### W I T N E S S E T H

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT desires to protect citizens of Clark County and prevent loss of life and property during flood events in Clark County; and

**WHEREAS**, Nevada Revised Statutes Section 543.510, Paragraph 2, authorizes the DISTRICT's Chief Engineer and General Manager to hire and retain agents and other persons necessary or desirable to effect the purposes of the DISTRICT; and

**WHEREAS**, a flood safety program is an important tool to protect lives and property from flooding.

**NOW, THEREFORE**, the DISTRICT and CONSULTANT agree to the following:

#### SECTION I - RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, clerical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors, sub-consultants, agents, and employees under this CONTRACT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and ethical standards.
- B. All work products are to be completed in conformance with all pertinent and current federal, state, and local statutes, codes, ordinances, resolutions, and any other applicable regulation at the time the work is performed.
- C. Any and all documents, art work, rights to art work, and other products prepared and/or submitted by CONSULTANT to the DISTRICT, and all information required of CONSULTANT by the CONTRACT, become the property of the DISTRICT. CONSULTANT may retain copies and reproducible copies of all documents produced as a result of the work. In the event of the termination of the CONTRACT, all documents produced shall be and become the property of the DISTRICT. CONSULTANT agrees to surrender all such documents to the DISTRICT in a timely manner at the request of the DISTRICT.

- D. CONSULTANT agrees that its officers and employees will cooperate with the DISTRICT in the performance of services under this CONTRACT and shall schedule meetings with DISTRICT employees at such reasonable times and with advance notice as to not conflict with other responsibilities.
- E. CONSULTANT agrees that it shall not enter collateral, artwork, or other products developed under this CONTRACT in any contest, award program, or the like without the written authorization of the DISTRICT.
- F. CONSULTANT agrees to obtain DISTRICT approval on all advertising materials prior to release. All materials are to be carefully inspected by the CONSULTANT for accuracy prior to presentation to DISTRICT for approval. DISTRICT's review of material may be conceptual in nature and does not release the CONSULTANT from responsibility for accuracy of spelling, grammar, design, print checks, and other tasks which would reasonably be expected of a firm providing such advertising services.
- G. DISTRICT currently has a logo which needs to be utilized. No modifications to the logo will be allowed or accepted, except with prior written permission of the DISTRICT's GENERAL MANAGER.
- H. CONSULTANT shall perform the Basic Services as identified in Section III - SCOPE OF SERVICES (Exhibit 1 – SCOPE OF GENERAL CONTRACT SERVICES).

## **SECTION II - DISTRICT'S RESPONSIBILITIES**

- A. Officers and employees of the DISTRICT shall cooperate with CONSULTANT in the performance of services under this CONTRACT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
- B. The services performed by CONSULTANT under this CONTRACT shall be subject to review and approval by the DISTRICT's General Manager. The General Manager may delegate any or all of the DISTRICT's responsibilities under this CONTRACT to appropriate staff members, and shall so inform CONSULTANT before the effective date of such delegation. It is understood that the DISTRICT's review does not relieve CONSULTANT from the responsibility for the professional and clerical accuracy of all work delivered under this CONTRACT.
- C. All information, data, reports, records, and maps as are existing, available, and in the DISTRICT's custody, and which are necessary to carry out the work shall be furnished to the CONSULTANT. The DISTRICT shall cooperate with CONSULTANT in every reasonable way during all phases of the SCOPE OF SERVICES in this CONTRACT.

**SECTION III - SCOPE OF SERVICES**

CONSULTANT will develop and implement an advertising campaign program in order to promote flood safety to the residents of Clark County. The advertising services to be provided by CONSULTANT shall consist of the work described in EXHIBIT 1 – SCOPE OF GENERAL CONTRACT SERVICES and shall be performed in compliance with the schedule shown on EXHIBIT 2 – SCHEDULE OF TASK COMPLETION.

**SECTION IV - COMPENSATION AND TERMS OF PAYMENT**

- A. The DISTRICT agrees to pay CONSULTANT for services performed under the EXHIBIT 1 – SCOPE OF GENERAL CONTRACT SERVICES tasks and on a “Time and Materials” basis in accordance with EXHIBIT 3 – SCHEDULE OF AGENCY FEE SERVICES. The maximum cost to the DISTRICT for all services under this CONTRACT shall not exceed One Million Dollars (\$1,000,000), unless the DISTRICT receives a written request with justification and the DISTRICT approves in writing in advance of the services being provided for a change in scope and an increase in compensation. If a change is approved, a supplemental to this CONTRACT will be executed by both parties.
  
- B. The DISTRICT has allowed a maximum budget for each task contained in Exhibit 1, SCOPE OF GENERAL CONTRACT SERVICES, as outlined below. The maximum budget amount for each task shall include any and all services associated with each particular task. CONSULTANT agrees not to exceed the budget amount for each task unless the DISTRICT’s General Manager receives a written request with justification and the DISTRICT’s General Manager approves in writing, in advance of the services being provided, a change in scope and an increase in compensation. Funds allocated for each task as set forth below must not be used for any other task unless approved in writing by the DISTRICT’s General Manager. The total cost of all tasks in the CONTRACT shall not exceed \$1,000,000, except as provided in Section IV-A of this CONTRACT.

<u>TASK</u>	<u>MAXIMUM BUDGET</u>
1. Television	\$XXXX
2. Radio	\$XXXX
3. Digital/Online	\$XXXX
4. Promotional	\$XXXX
5. Outdoor Advertising	\$XXXX
MAXIMUM BUDGET TOTAL (not to exceed)	<u>\$1,000,000</u>

- C. CONSULTANT is to submit invoices to the DISTRICT for the work performed under the above listed tasks. The DISTRICT agrees to pay CONSULTANT the amount of the invoice within thirty (30) days following receipt of the invoice. In the event that the DISTRICT questions a portion of an invoice, payment will be made on that part not in question.

## SECTION V – TERMINATION

This CONTRACT may be terminated by the DISTRICT upon thirty (30) calendar days' written notice to CONSULTANT. If said termination occurs prior to the completion of the services to be provided under this CONTRACT, CONSULTANT shall deliver to the DISTRICT all documents, computer diskettes, and all other work performed, whether complete or incomplete in a timely manner at the request of the DISTRICT. Thereafter, the DISTRICT will reimburse CONSULTANT for all services performed prior to such notice, provided the services are satisfactory to the DISTRICT. Termination shall be by written notice, which may be sent by registered mail or hand delivered to the address contained in this CONTRACT. Such notice will be deemed effective after the third business day of the mailing date, or if hand delivered such notice will be deemed effective upon receipt of the written termination to CONSULTANT.

## SECTION VI - MISCELLANEOUS PROVISIONS

- A. In order to perform its duties as defined herein, CONSULTANT may, at its own expense, engage the services of outside agents. The DISTRICT will not be a party to any contract with outside agent and the total cost of this CONTRACT shall not be increased due to the utilization of an outside agent. Prior to engaging any outside agents, CONSULTANT shall request appropriate written authorization from the DISTRICT's General Manager.
- B. CONSULTANT acknowledges that the DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the CONTRACT, terminate the CONTRACT, and designate the CONSULTANT as non-responsible.
- C. Neither party may assign its rights and obligations pursuant to this CONTRACT without the written consent of the other party. The consent of a party to any assignment shall apply only to the incidents expressed and provided for in the written consent, and shall not be deemed a consent to any subsequent assignment. Subject to the foregoing, this CONTRACT inures to the benefit of, and is binding upon, successors and assigns of the parties hereto.
- D. CONSULTANT is an independent contractor. Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the DISTRICT and CONSULTANT, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.
- E. This CONTRACT shall be governed by and construed in accordance with the laws of the State of Nevada.

- F. The CONSULTANT shall obtain and maintain, for the duration of this CONTRACT, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or subcontractors of any tier. The cost of such insurance shall be at the CONSULTANT's own expense.

The CONSULTANT will provide the DISTRICT with certificates of insurance for coverage as listed below and endorsements, establishing coverage required by the CONTRACT within ten (10) calendar days after approval of this CONTRACT by the DISTRICT's Board. The certificate of endorsements for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

1. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the CONSULTANT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the DISTRICT.
2. The DISTRICT, its officers and employees must be expressly covered as insureds except on workers' compensation insurance coverage.
3. The CONSULTANT's insurance shall be primary with respect to the DISTRICT, its officers, and employees. Any other coverage available to the DISTRICT, its officers, and employees shall be excess over the insurance required of the CONSULTANT.
4. The CONSULTANT's general liability insurance policy shall be endorsed to recognize specifically CONSULTANT's contractual liability to the DISTRICT. It is further agreed that the CONSULTANT or its Insurance Carrier shall provide the DISTRICT with 30-day advance written notice of any cancellation of the policies.
5. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. No deductible or self-insured retention may exceed \$10,000, without the written approval of the DISTRICT.
6. If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. CONSULTANT must notify the DISTRICT of any erosion of the aggregate limits.
7. General liability coverage shall be on a "per occurrence" basis only and not "claims made". The coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to coverages provided in such forms are permitted. Policies must include, but need not be limited to, coverages for bodily injury, personal injury, Broad Form property damage, premises operations, severability of interest, products and completed



operations, and contractual and independent contractors. General liability insurance policies shall be endorsed to include DISTRICT as additional insureds. Subject to Paragraph 6 of this subsection, CONSULTANT shall maintain limits of no less than \$2,000,000, combined single limit per occurrence for bodily injury (including death), personal injury, and property damages.

8. The CONSULTANT shall obtain and maintain, for the duration of this CONTRACT, automobile coverage which must include, but need not be limited to, coverage against claims for injuries to persons or damages to property which may arise from or in connection with the use of any auto in the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or sub-consultants of any tier. Subject to Paragraph 6 of this subsection, CONSULTANT shall maintain limits of no less than \$2,000,000, combined single limit "per occurrence" for bodily injury and property damage.
  9. If the CONSULTANT fails to maintain any of the insurance coverages required herein, then the DISTRICT will have the option to declare the CONSULTANT in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The CONSULTANT is responsible for any payments made by the DISTRICT to obtain or maintain such insurance and the DISTRICT may collect the same from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this CONTRACT.
  10. The insurance requirements specified herein do not relieve the CONSULTANT of its responsibility or limit the amount of its liability to the DISTRICT or other persons and the CONSULTANT is encouraged to purchase such additional insurance as it deems necessary.
  11. CONSULTANT is responsible for and required to remedy all damage or loss to any property, including property of DISTRICT, caused in whole or in part by the negligent or intentional acts or omissions of the CONSULTANT, CONSULTANT's sub-consultant, or anyone employed, directed, or supervised by CONSULTANT.
- G. Regardless of the coverage provided by any insurance, CONSULTANT shall pay all costs necessary to defend and shall indemnify and hold harmless the DISTRICT from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any negligent or intentional acts or omissions of the CONSULTANT or its associates, employees, subcontractors, and other agents while performing services under this CONTRACT.
- H. This document shall not create any right in or benefit to parties other than the DISTRICT and CONSULTANT.



K. The DISTRICT shall have the right and option to extend this CONTRACT up to four times for a period of one (1) year if the option is exercised at any time prior to the expiration of this CONTRACT.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
LAWRENCE L. BROWN III, CHAIRMAN

\_\_\_\_\_  
Deanna Hughes  
Secretary to the Board

Approved as to Form:

BY: \_\_\_\_\_  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\_\_\_\_\_  
(Insert Firm's name)

BY: \_\_\_\_\_  
(Insert Title)

DATE: \_\_\_\_\_

## **EXHIBIT 1 – DRAFT SCOPE OF GENERAL CONTRACT SERVICES**

### **2018 FLOOD SAFETY ADVERTISING SERVICES**

1. This advertising services contract will cover creative work, copywriting, design, production, printing, media placement, and related services for the dissemination of flood safety messages to the public. RFCD currently performs its own public relations work in-house. Thus, basic public relations tasks should not be included except when representing RFCD in the placement of media advertisements.
2. The tentative annual budget for all services shall be \$1,000,000. All costs associated with this contract, including retainer fees, media buys, distribution, mailings, overhead costs, and any other costs must come in at or under the tentative budget amount.
3. The goals of the marketing and advertising campaign are as follows:
  - a. Disseminate flood safety information messages at a near 100% saturation level for the following target groups: homeowners, motorists, new residents, and children. It should be noted that the program should include all areas of Clark County. It is also important to include individuals in the above listed target groups that have Spanish or Tagalog as a primary language.
  - b. Assist in the prevention of the loss of life and property during flood events through public communication of flood safety and prevention measures.
  - c. Improve the general public's knowledge about the dangers of flash flooding in the Clark County area and safety measures which can protect them.
  - d. Provide the focus of flood safety communication efforts during periods of potential flood danger (i.e., periods of heavy rains or anticipated flash flooding).
  - e. Manage and coordinate an aspect of community involvement designed to educate the public about flood safety through action. This may include a contest, promotion or other public activity.
  - f. Become familiar with the Federal Emergency Management Agency's (FEMA), Community Rating System (CRS). Make recommendations and implement programs to maximize credit to Clark County communities under CRS Activity 330: Outreach Projects.



**EXHIBIT 2 – DRAFT SCHEDULE OF TASK COMPLETION  
2018 FLOOD SAFETY ADVERTISING SERVICES**

TASK	Months from Notice to Proceed										
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7	Mo 8	Mo 9	Mo 10	Mo 11
Television	■	■									
Radio		■	■	■	■	■					
Digital/Online			■	■	■	■	■	■			
Promotional			■	■	■	■	■	■	■		
Outdoor Advertising								■	■	■	■

**EXAMPLE**

**EXHIBIT 3 - SCHEDULE OF AGENCY FEE SERVICES**

**ART/CREATIVE DEPARTMENT:**

CREATIVE DIRECTOR	Cost per hour/commission
COPYWRITING	Cost per hour/commission
ART DIRECTOR/DESIGN	Cost per hour/commission
PRODUCTION	Cost per hour/commission

**ACCOUNT MANAGEMENT:**

SUPERVISOR	Cost per hour/commission
ACCOUNT MANAGEMENT	Cost per hour/commission

**MEDIA DEPARTMENT:**

DIRECTOR	Cost per hour/commission
PLANNING/BUYING	Cost per hour/commission

EXAMPLE

**DRAFT TIMELINE**  
**2018 FLOOD SAFETY ADVERTISING CAMPAIGN**

- Sept. 2017** - RFCD staff prepares draft RFP
- Oct. 12** - The draft RFP is forwarded to the RFCD Board; the RFCD Board considers and makes any changes to the draft RFP and authorizes the General Manager/Chief Engineer to issue a RFP  
- The General Manager/Chief Engineer issues the RFP
- Oct. 23** - A Pre-Proposal Conference is held with firms interested in submitting a proposal
- Nov. 27** - The proposals are to be received by 4:00 p.m.  
LATE SUBMITTALS WILL NOT BE ACCEPTED!
- Nov. 28 – Dec 15** - The proposals are reviewed and rated; up to three agencies/firms are selected as finalists
- Jan. 8 – Jan. 12** - The finalists make a presentation to the RFCD panel; the RFCD panel considers the presentations, ranks finalists and makes recommendation
- Feb. 8, 2018** - Board considers review panel recommendation and authorization of General Manager/Chief Engineer to negotiate contract
- Feb. 8 – Feb. 13** - RFCD staff meets with firm, negotiates contract and prepares to present contract to Board
- Feb. 26, 2018** - CAC considers contract
- March 8, 2018** - The RFCD Board considers contract and awards contract



**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**

**RECOMMENDATION SUMMARY**

**STAFF:** Approve.

**TECHNICAL ADVISORY:** The Technical Advisory Committee did not hear this item.

**CITIZENS ADVISORY:** The Citizens Advisory Committee did not hear this item.

**RFCD AGENDA  
ITEM #10  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE DISTRICT AND STANTEC CONSULTING SERVICES, INC., TO EXTEND THE TERM OF THE AGREEMENT (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None.

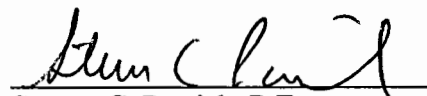
**BACKGROUND:**

On June 9, 2016 the District entered into a Professional Services Agreement (Agreement) with MWH Americas, Inc., for the National Pollutant Discharge Elimination System (NPDES) Permit Compliance for the Las Vegas Valley. On January 12, 2017, the District Board approved an Assignment to the existing Agreement which assigned the Agreement from MWH Americas, Inc., to Stantec Consulting Services, Inc.

This Second Amendment to the Agreement extends the term of the Agreement from July 1, 2016 to December 31, 2017 to complete work associated with the transfer of all data and documentation prepared during the contract period and miscellaneous tasks to close-out the contract. All terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect and shall be binding on the Consultant.

The District Attorney has reviewed the Amendment. Staff recommends approval.

Respectfully submitted,



Steven C. Parrish, P.E.  
General Manager/Chief Engineer

RFCD AGENDA  
ITEM #10  
Date: 10/12/17

Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 10/03/17

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

On June 9, 2016 the District entered into a Professional Services Agreement (Agreement) with MWH Americas, Inc., for the National Pollutant Discharge Elimination System (NPDES) Permit Compliance for the Las Vegas Valley. On January 12, 2017, the District Board approved an Assignment to the existing Agreement which assigned the Agreement from MWH Americas, Inc., to Stantec Consulting Services, Inc.

This Second Amendment to the Agreement extends the term of the Agreement from July 1, 2016 to December 31, 2017 to complete work associated with the transfer of all data and documentation prepared during the contract period and miscellaneous tasks to close-out the contract. All terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect and shall be binding on the Consultant.

The District Attorney has reviewed the Amendment. Staff recommends approval.

**Staff Recommendation:**

Approve.

**Discussion by Technical Advisory Committee:**

AGENDA  
# Date:

The Technical Advisory Committee did not hear this item.

**Recommendation:**

**Discussion by Citizens Advisory Committee:**

AGENDA  
# Date:

The Citizens Advisory Committee did not hear this item.

**Recommendation:**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT  
WITH STANTEC CONSULTING SERVICES INC.**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into as of October 12, 2017 by and between the Clark County Regional Flood Control District (“DISTRICT”) and Stantec Consulting Services, Inc., (“CONSULTANT”), for the purpose of amending the written “Professional Services Agreement” entered into between the DISTRICT and MWH on June 9, 2016 (“AGREEMENT”).

**WHEREAS**, CONSULTANT has done business with the DISTRICT in the past and has an existing AGREEMENT dated July 1, 2016 with the DISTRICT;

**WHEREAS**, CONSULTANT desires to extend the term of the original AGREEMENT from July 1, 2016 to December 31, 2017.

**SECTION V**

**TIME AND PERFORMANCE**

TIME AND PERFORMANCE, paragraph E shall be changed to read as follows:

- E. This AGREEMENT shall begin on July 1, 2016 and terminate on December 31, 2017 unless it is extended before the termination date with the mutual written consent of both parties or earlier terminated pursuant to Section VI.

Except as set forth in this Amendment, all terms, conditions, and provisions of the AGREEMENT are unchanged and remain in full force and effect, and shall be binding on CONSULTANT.

///  
///  
///  
///  
///  
///  
///

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the AGREEMENT to be executed by their respective duly authorized agents as of the date first set forth above.

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

\_\_\_\_\_  
By: LAWRENCE L. BROWN, III, Chairman

APPROVED AS TO LEGALITY:

\_\_\_\_\_  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

ATTEST:

\_\_\_\_\_  
DEANNA HUGHES  
Secretary to the Board

\*\*\*\*\*

STANTEC CONSULTING SERVICES, INC.

By: \_\_\_\_\_  
STEVEN P. WEBER  
Vice President and Regional Manager

Date: \_\_\_\_\_

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**AMENDMENT TO THE INTERLOCAL AGREEMENT ADOPTING AN AMENDED SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFIT PLAN**

**RECOMMENDATION SUMMARY**

**STAFF:**

Approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department adopting an amended Self-Funded Group Medical and Dental Benefit Plan, effective January 1, 2018.

**RFCD AGENDA  
ITEM #11a  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**

AMENDMENT TO THE INTERLOCAL AGREEMENT ADOPTING AN AMENDED SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFIT PLAN

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

THAT THE BOARD APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG CLARK COUNTY, CLARK COUNTY WATER RECLAMATION DISTRICT, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, LAS VEGAS CONVENTION AND VISITORS AUTHORITY, LAS VEGAS VALLEY WATER DISTRICT, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, SOUTHERN NEVADA HEALTH DISTRICT, HENDERSON DISTRICT PUBLIC LIBRARIES, MOUNT CHARLESTON FIRE PROTECTION DISTRICT AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT ADOPTING AN AMENDED SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFIT PLAN, EFFECTIVE, JANUARY 1, 2018 (FOR POSSIBLE ACTION)

**FISCAL IMPACT:**

The FY 2017-18 budget includes sufficient funds for the Self-Funded Health Benefits Plan.

**BACKGROUND:**

The Self-Funded Group Medical and Dental Benefits Plan (Plan) was established in 1984, to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The following are proposed Plan modifications for the upcoming plan year, effective January 1, 2018:

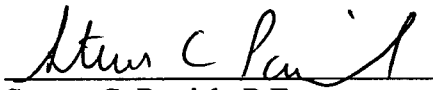
- Grandfathering of covered domestic partner dependents as of January 1, 2018. After this date, domestic partners will no longer be considered eligible dependents; however, same sex spouses have been covered dependents since their legal recognition and will continue to be eligible dependents.
- Special enrollment corrections to comply with Health Insurance Portability and Accountability Act (HIPAA) and Section 125 Plan requirements.

RFCD AGENDA ITEM # 11a Date: 10/12/17
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- Expansion to provide network coverage from the regional 100-mile radius of Clark County to across Nevada. Additionally, members will be able to access the provider network when outside of Nevada in certain circumstances and with prior approval of the Plan Administrator as required.
- Expansion of contraceptive coverage as required by recent statutory changes including the availability to obtain 12-months of contraceptives at one time in certain circumstances.
- Various clarifications to assist members more clearly understand how the Plan is administered including:
  - When pre-authorization is required.
  - Notification of the use of prescription formulary and care management programs.
  - Additional information regarding Medicare Part D prescription plan requirements.
  - Clarification of definitions of covered and excluded services.
  - Identify the laws of Nevada as governing in the administration of the Plan.

The above noted changes have been discussed with the SEIU, as required by their collective bargaining agreement.

Respectfully submitted,

  
Steven C. Parrish, P.E.  
General Manager/Chief Engineer

RFCD AGENDA ITEM # 11a Date: 10/12/17
---



**CLARK COUNTY  
SELF-FUNDED GROUP MEDICAL  
AND DENTAL BENEFITS PLAN**

**Plan Document  
Effective January 1, 2018**

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## INTRODUCTION

This Plan Document describes the medical and dental benefits available to Plan Participants who are eligible to participate in the Clark County Self-Funded Group Medical and Dental Benefits Plan, as effective January 1, 2018. Coverage under the Plan will take effect for a Plan Participant when applicable waiting periods are satisfied and eligibility requirements are met.

No oral interpretations can change this Plan. The Plan Administrator fully intends to maintain this Plan indefinitely, however, it reserves the right to terminate, suspend, discontinue, or amend the Plan at any time and for any reason. Changes in the Plan may occur in any or all parts of the Plan including but not limited to benefit coverage, deductibles, maximums, co-payments, exclusions, limitations, definitions, and eligibility.

Plan participants enrolling in medical will automatically be enrolled in dental and vision. However, upon request Plan participants may opt out of dental and/or vision. This document summarizes the Plan rights and benefits for Plan Participants who are expected to read the Plan Document to understand the plan, what is required, how to become eligible for benefits, and what steps to take to ensure receipt of those benefits.

Plan Participants will be provided a listing of the participating hospitals and physicians of the Preferred Provider Organization (PPO). At the time of service, it is the Plan Participant's responsibility to confirm with the medical provider and/or facility that they continue to participate in the PPO. A telephone number is provided on your Identification Card to contact the network to assist you with locating providers in your area. Additionally, The Clark County website, <http://www.clarkcountynv.gov/finance/risk-management/Pages/default.aspx> contains links to many online provider directories under the *Self-Funded PPO Network (Clark County Employees and Retirees Only)* option. Printed provider directories are also available to you free of charge; however, due to changes the printed directories become obsolete quickly.

The use of the PPO network and providers provides a higher level of benefits to Plan Participants. These participating hospitals and physicians of the network have agreed to extend a discount to Plan Participants who utilize their facilities. When claims for hospital services are processed, the amount of the discount will be shown on the Explanation of Benefits (EOB). This, of course, helps reduce the Plan Participant's liability for the cost of the services.

One of the advantages of a PPO network is the determination of what charge amounts are acceptable for benefit payment. As defined later in this document, *covered expenses* will be considered only up to the reasonable and customary charge for the geographic area in which the service is rendered. This means that if a PPO network physician bills an amount in excess of the reasonable and customary amount, Plan Participants cannot be billed for the excess charge.

In addition, the Plan provides an Out-of-Area benefit at the level shown in the Schedule of Medical Benefits to the following Plan Participants only in the event the Plan Participant uses a PPO network provider outside the State of Nevada, subject to prior approval:

- Plan Participants who reside outside the State of Nevada
- Plan Participants who reside within the State of Nevada, subject to prior approval
- Emergent services

All other Plan Participants will receive benefits at the Out-of-Network benefit when using a provider outside of the State of Nevada.

However, an out of network physician who bills an amount in excess of the reasonable and customary amount can bill Plan Participants for the excess charge. It is therefore to your benefit to use our PPO network. Excess charges will not be paid by the Plan. Excess charges paid by a Plan Participant are not considered towards annual deductibles and /or maximum out of pocket limits.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated, even if the expenses were incurred as a result of an accident, injury or disease that occurred, began, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.

If the Plan is terminated, the rights of Plan Participants are limited to covered charges incurred before termination. The Self-Funded Group Medical and Dental Benefits Plan continues to maintain an exemption from selected sections of the Health Insurance Portability and Accountability Act of 1996. See page 81 for additional details.

**IT IS THE PARTICIPANT'S RESPONSIBILITY TO INSURE ALL ELIGIBILITY REQUIREMENTS ARE MET, AND TO OBTAIN THE NECESSARY DOCUMENTATION TO VERIFY ELIGIBILITY.**

## **ELIGIBILITY PROVISIONS**

### **Eligible Classes of Employees.**

All Active and Retired Employees of the Employer who meet the eligibility requirements set forth herein.

### **Eligibility Requirements for Employee Coverage.**

A person is eligible for Employee coverage from the first of the month following the day that he or she is:

1. A Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if the employee routinely works in a position which is eligible for employer sponsored pension contribution, and the employee is on the regular payroll of the Employer for that work; and
2. Continuously employed for a period of sixty days as an Active Employee; or
3. A Retired Employee of the Employer who was covered on the Plan at the time they separated from active employment with the Employer; or
4. A surviving Spouse of a Retired Employee, provided such spouse was covered under the Plan at the time of the Retired Employee's death; or
5. In a class eligible for coverage under the terms of the Plan in effect prior to the Effective Date, who, within 31 days of the date of termination of employment, becomes an Employee of another public entity which provides coverage under the group health plan; or
6. Currently covered as a dependent spouse of an Employee or Retiree, and who was a former covered Employee or Retiree covered by the Plan and has remained continuously covered under the Plan at the time of the employee or retiree's termination of coverage, may revert back to employee or retiree status within 31 days of such date of termination of coverage providing the member submits a completed enrollment form within that time-frame to Clark County Risk Management; or  
Recalled, after a reduction in force or layoff, for employment by an Employer, as defined by the Plan, as a full-time employee, and who has remained continuously covered by the Plan as a COBRA participant; or
7. A person is eligible for Employee Medical coverage if mandated by the Affordable Care Act. Employees who, at the time of hire, are classified as full time employees who can reasonably be expected to work 30 hours per week or more will be eligible to enroll in a Medical plan as of their date of hire.

Employees whose hours cannot be determined to be 30 hours per week or more will be classified as a Variable Hour Employee and have their hours tracked during an "Initial Measurement Period". That period will be the first 12 months of employment beginning the 1<sup>st</sup> of the month following their date of hire. If the employee averages at least 30 hours per week during the 12 month Initial Measurement Period, the employee will be offered Medical coverage for a 12 month period beginning the 1<sup>st</sup> of the month following 30 days after the end of the Initial Measurement Period. The employee must enroll in coverage according to Clark County requirements for coverage to become effective.

Employees who have gone through an Initial Measurement Period will also have their hours averaged during the Standard Measurement Period. Hours will be calculated following the Standard Measurement Period and if an employee is determined to have worked 30 or more hours per week on average, they will be offered Medical coverage. The Office of Risk Management will notify these employees of their eligibility. Coverage will begin on January 1<sup>st</sup> following the Standard Measurement Period, providing the employee enrolls in coverage according to Clark County requirements. This 12-month period of coverage is referred to as the Standard Stability Period.

Coverage will remain in effect for the entire 12-month Stability Period, providing the employee pays their portion of the premium, regardless of the number of hours the employee works during the subsequent Standard Measurement Period. Coverage will remain in effect for each Standard Stability Period providing the employee works a minimum of 30 hours per week on average during each Standard Measurement Period, and pays the appropriate contribution.

### **Special Provisions for Elected Officials**

The following provisions shall apply concerning benefits for Elected Officials.

1. Elected Officials. Individuals who are elected to county office shall be considered Employees for purposes of this Plan during the term of their elected position.
2. Waiting Period. Elected Officials are not required to serve a waiting period.
3. Effective Date. Elected Officials and their eligible Dependents will be covered under this Plan effective on the date the official takes the oath of office, so long as the Elected Official complies with the Plan's Enrollment Requirements within 31 days of the date the oath of office is taken.

### **Special Provisions for Firefighters Transferring to an M-Plan**

The following provisions shall apply concerning benefits for Employees who are Firefighters including Battalion Chiefs transferring to an M-Plan Position:

1. Waiting Period. A Firefighter described above is not required to serve a waiting period.
2. Actively at Work. A Firefighter described above and his or her Dependents must satisfy the Plan's requirements concerning actively at work and enrollment.
3. Partial Year Coverage. A Firefighter described above and his or her Dependents will be credited with expenses incurred during the partial calendar year prior to becoming covered under this Plan for purposes of the Plan's deductible requirements as if they had been covered under this Plan when such expenses were incurred.

A person eligible for Employee coverage must timely comply with all enrollment requirements in order to be covered by the Plan.

### **Dependent Eligibility**

A Dependent is any one of the following persons:

1. A covered Employee's Spouse. The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the marriage was performed (celebrated). The Plan Administrator will require documentation proving a legal marital relationship. A Spouse who also qualifies as an eligible Employee will not be considered a Dependent for purposes of the Plan as long as such Spouse continues in the employment of the Employer.
2. A covered Employee's children from birth to the limiting age of 26 years. The term "children" shall include: natural children, adopted children, children placed in the home for adoption, step-children, natural child of the covered grandfathered Domestic Partner, or children for whom a court has ordered coverage through a National Qualified Medical Child Support Order.

The Plan Administrator, at the administrator's discretion, may require documentation such as certified marriage certificates, grandfathered domestic partner registrations, divorce decrees, social security identification, tax returns, certified birth certificates, adoption decrees, or copies of certified court orders.

**Requirement for spousal enrollment in other group insurance.** If a spouse is covered as a dependent of an employee or retiree covered by the Clark County Self-Funded Health Benefits Plan, and the spouse is employed by a company that offers an employee health benefit plan, or a retiree health benefit plan as a retiree of another company, and he/she is eligible for any such (non-HMO) coverage at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest \$5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program. If the spouse declines any other employer-sponsored coverage, the Clark County Self-Funded Benefits Plan will provide coverage to the spouse at 20% of the Plan allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available, instead of the normal benefit payable for such service covered by the Clark County Self-Funded Plan.

If the dependent spouse of an employee misses his/her employer's open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse's coverage, but not to exceed 12 months from the effective date of the dependent spouse's coverage with this Plan.

#### **Guardianship/Legal Custody Children**

*This coverage is only available to those guardianship/legal custody children who the Employee covered as a dependent on December 31, 2010. Guardianship/legal custody children who were not covered on December 31, 2010, are not eligible to be enrolled at a future date.*

Subject to the foregoing limitation, if a covered Employee or spouse is the court appointed Legal Guardian or has court ordered Legal Custody of a minor child or minor children, these children may be enrolled in this Plan as covered dependents until that minor reaches majority (age eighteen in Nevada).

The plan shall require that the dependent be dropped from the coverage upon reaching majority as ineligible. In the case of extended guardianship (if applicable through state statutes), the Plan shall require copies of the new petition for extended guardianship and Letters of Guardianship issued as a result of this petition. The Plan Administrator shall also request annually a copy of the member's tax return transcript from the Internal Revenue Service verifying the continued dependency of the minor child covered by this Plan through court appointed guardianship/custody.

If both the father and mother are Employees, their children or guardianship/legal custody children will be covered as Dependents of one employee, but not of both.

A covered Dependent child who is Totally Disabled, incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability, primarily dependent upon the covered employee for support and maintenance, and covered under the Plan when reaching age 26.

Documentation that a Dependent satisfies these conditions must be provided to the Plan Administrator within 31 days of the Dependent reaching age 26 or coverage will be terminated. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching age 26, subsequent proof of the child's Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

#### **Ineligible for Dependent Coverage**

These persons are excluded as Dependents:

- Individuals living in the covered Employee's home, but who are not eligible as defined;
- The legally separated or divorced/annulled former Spouse of the Employee;
- An Employee's Domestic Partner regardless of gender. Domestic Partners enrolled in the plan prior to January 1, 2018 will remain eligible;
- Parents of any Employee;
- Any person who is on active duty in any military service of any country;
- Any person who is covered under the Plan as an Employee;
- An Employee's spouse who is not a United States Citizen, unless the individual is a lawful resident actively seeking permanent residency in the United States; or



- Persons legally present in the United States on a temporary basis, including those on a temporary visa, are not eligible for dependent coverage on the Plan.

*A spouse/grandfathered domestic partner or child of a covered dependent child will not be eligible for coverage under this Plan.*

The phrase **child placed with a covered employee in anticipation of adoption** refers to a child whom the employee intends to adopt, whether or not the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption. The term “placed” means the assumption and retention by such employee of legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

The term **Legal Guardianship** is a relationship established by Court Order giving the Employee or Employee’s spouse/grandfathered domestic partner the legal authority, and the corresponding duty, to care for the personal interests of a minor child, called a ward.

**NOTE:** Keeping an ineligible dependent (*spouse/grandfathered domestic partner or child*) enrolled is considered fraudulent eligibility. Such fraudulent eligibility would permit the Plan to dis-enroll the ineligible dependent from the Plan retroactively to the date the dependent became ineligible. In addition, the Plan retains the right to seek recovery, from the Employee or Retiree, of any amounts paid for claims made on behalf of the ineligible dependent, and may seek other corrective and/or legal actions as deemed appropriate. An ineligible dependent is not eligible for COBRA upon disenrollment.

## **ENROLLMENT**

An Employee must enroll for coverage by completing and signing an approved enrollment application. The covered Employee is also required to enroll for Dependent coverage.

Submission of this application is required before coverage will begin, even if the Employer provides coverage on a non-contributory basis.

The completed form must be received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage, or enrollment can only take place during the annual Open Enrollment period.

If enrolled, a family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies all of the enrollment and eligibility requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

### **Enrollment Requirements for Newborn Children**

Newborn children will automatically be covered for the first 31 days following birth. Coverage will cease beginning with the 32<sup>nd</sup> day unless the newborn child has been affirmatively enrolled as a Dependent in the plan by completing and submitting an approved enrollment change form by the end of the 60<sup>th</sup> day following the date of birth. Additionally, the employee will be required to submit a certified copy of the birth certificate and social security card/number, either with the approved enrollment form or as soon as a copy can be obtained.

If the child is required to be enrolled and is not enrolled by the end of the 60<sup>th</sup> day following the date of birth, enrollment can only take place as provided in the Open Enrollment provisions and will be subject to the Plan's open enrollment limitations.

### **Enrollment Requirements for Newly Eligible Dependents**

When an employee acquires eligible dependents through marriage, birth, adoption or placement for adoption, they may add these dependents to their coverage by affirmatively requesting enrollment by the end of the 60<sup>th</sup> day following acquisition by completing and submitting an approved enrollment form. Additionally, the employee will be required to submit a copy of the applicable documentation (i.e. certified marriage certificate, certified adoption orders, certified birth certificate, etc. A copy of the individuals social security card, or proof you have filed for it, is also required).

Enrollment is required regardless of whether you change enrollment tiers. If you are already enrolled in family coverage adding a child does not change your coverage tier, however, the new child must be affirmatively enrolled before coverage will be effective.

The Enrollment Period for newly eligible dependents is a period of 60 days and begins on the date of the marriage, birth, adoption or placement for adoption. If the dependent is not enrolled by the end of the 60<sup>th</sup> day following the event, enrollment can only take place as provided in the Open Enrollment Provisions and will be subject to the Plan's Open Enrollment limitations.

Members shall have 90 days from the date of the Plan's receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility.

Members shall provide a new enrollment form and accompanying documentation to the Plan upon a dependent's change in status from legal guardianship to adoption within the time frames set forth above.

### **Enrollment Requirements for Dependents who suffer Involuntary Loss of Coverage**

In the event an eligible dependent loses other group health insurance coverage involuntarily the employee may enroll such dependent within 31 days of such involuntary loss of coverage. To enroll the dependent, the employee must complete and submit an approved dependent enrollment/change form within 31 days of such loss. Additionally, the employee will be required to submit a copy of verification of such loss from the former employer/plan administrator, and any other applicable documentation (i.e., certified marriage certificate, certified birth certificate, etc.). If the dependent, who suffers involuntary loss of coverage, is not enrolled within 31 days, enrollment may only take place as provided in the Open Enrollment Provisions.

### **Effective Dates for Special Enrollments**

The effective date for dependents enrolled due to the events described above will be as follows:

1. In the case of marriage, the first of the month following the date the employee requests coverage for the spouse (signature date);
2. In the case of a Dependent's birth, as of the date of birth;
3. In the case of a Dependent's adoption or placement for adoption, the date the adoption is finalized and the Child is physically residing in the member's home; or the date the child is placed for adoption, and is Physically residing in the member's home; or
4. In the case of involuntary loss of coverage, the first of the month beginning after the date of the completed request for enrollment and supporting documentation is received, or the date of the loss of coverage, whichever is later.

### **Medicaid or State Child Health Insurance Plan (SCHIP)**

An employee may change his or her election under the Plan if:

1. The employee's or dependent's Medicaid or State Child Health Insurance Plan (SCHIP) coverage is terminated as a result of loss of eligibility; or
2. The employee or dependent becomes eligible for a premium assistance subsidy under Medicaid or SCHIP.

An individual must request special enrollment within 60 days of a qualifying event involving Medicaid or SCHIP (loss of eligibility or premium assistance eligibility).

### **Enrollment Requirements for Retired Employees and Surviving Spouses of Retired Employees.**

Employees who retire from participating Employers under the Plan, and the Retired Employee's dependents, are eligible to continue Plan coverage at the time of Retiree's retirement, on a contributory basis. To retain coverage upon retirement the Retiring Employee, or the Employee's spouse if the Employee is physically incapacitated, must make written application for continued Plan coverage within 31 days of retirement. Failure to make written application within 31 days of retirement will cause coverage to terminate.

Employees who retire from participating Employers under the Plan, and who did not elect to continue Plan coverage at the time of retirement, or the surviving spouse of such a Retired Employee who is deceased, may re-enroll in Plan coverage in January of any even numbered year as provided by Nevada Revised Statute 287.0205. Only a surviving spouse, who was a Plan Participant under the Plan at some point during the Retired Employee's lifetime, is eligible for enrollment under this provision.

### **Other Miscellaneous Enrollment Requirements**

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent child terminates coverage, the Dependent coverage may be continued by the other covered Employee with no waiting period as long as coverage has been continuous.

Written notification of such change must be made within 31 days.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

### **Timely Enrollment and Notification**

The notification will be timely if the approved enrollment or change form is completed and is received by the Plan Administrator within the following time frames:

1. For New Employees the form must be received within 31 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period.
2. For Newly eligible dependents the form must be received by the end of the 60<sup>th</sup> day following the date of the qualifying event.
3. For Employees and Retirees notification of an address change must be received within 31 days of the change of address.
4. For Retirees the form must be received within 31 days of retirement.

### **Disenrollment of Ineligible Dependents and Notification of Medicare Entitlement**

You must notify your Employer within 31 days of a change in family status or when a covered dependent is no longer eligible for coverage or becomes eligible for other group health insurance coverage, or if there is a change in Medicare entitlement. This notification must be made by completing and submitting an approved change form to the Plan Administrator and/or providing appropriate documentation. The member's failure to timely notify the Employer as required by this section may result in disenrollment of the member. The member will be responsible for all expenditures incurred by both the Plan and their Employer as a consequence of the member's failure to provide the timely notification required by the Plan. These changes include, but are not limited to:

1. Date of death of spouse;
2. Effective date of the dissolution of marriage or final divorce decree;
3. Date of legal separation;
4. Guardianship/legal custody children who are no longer legally or financially dependent on the employee;
5. Retiree or covered dependent of Retiree that becomes eligible or ineligible for Medicare; or
6. Employee changes family status (i.e. no eligible Dependents, eligible Spouse only, eligible Spouse and Children only, and eligible Children only).
7. Dependent is no longer an eligible dependent as defined by the plan.

### **Dual Choice of Health Care Benefits**

If you live in an area served by a "Health Maintenance Organization" (HMO), which has arranged with our group to make available to Employees a dual choice of health care benefits, you may enroll yourself and your eligible dependents for the benefits provided by the HMO, in place of this Plan's coverage. This choice is available to new Employees upon becoming eligible for coverage. For those already covered under our Plan, it will be possible to transfer to the HMO during established annual Open Enrollment periods.

An Employee who is enrolled in the HMO may transfer to the Plan's coverage at specified times as follows: (a) during the annual Open Enrollment periods, (b) the first of the month following your move out of the HMO service area, and (c) upon the HMO ceasing operation.

### **Effective Date**

**Effective Date of Employee Coverage.** An Employee will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all of the following:

1. The Eligibility Requirement;
2. The Enrollment Requirements of the Plan; and
3. The appropriate premium has been paid.

### **Effective Date of Dependent Coverage.**

A Dependent's coverage will take effect on the first day of the month following notification the Eligibility Requirement is met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

If the employee or dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim), that individual does not have a special enrollment right.

### **Open Enrollment Period**

During the annual open enrollment period, covered Employees and their covered Dependents will be able to change health plans based on which benefits and coverage is right for them.

Benefit choices made during open enrollment period will become effective January 1st, and remain in effect until the next January 1st.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverage. Plan Participants will receive detailed information from their Employer.

Retirees who reinstate coverage through a County sponsored HMO benefit plan, may switch to the Clark County Self-Funded Program during the annual Open Enrollment period, or due to a HIPAA qualified event.

### **Employees and/or Dependents Enrolling as Late Participants**

Employees who have previously waived their group health insurance may elect to enroll during the annual open enrollment period for the following calendar year.

### **Retiree Reinstatement**

Retirees of a Plan Participant Employer are eligible to re-instate coverage with this Plan in January of an even numbered year, as provided by NRS 287.0205, so long as:

1. The retiree was covered by the Plan on the last day of his or her active employment with the Participant Employer;
2. The Participant Employer was the retiree's last public employer;
3. The retiree has retired into a defined benefit retirement plan, sponsored by the Participant Employer, including but not limited to PERS; and
4. The retiree complies with the requirements of NRS 287.0205 to seek reinstatement.

This provision shall be interpreted and applied in harmony with NRS 287.0205 and where NRS 287.0205 is in conflict with this provision, NRS 287.0205 will control, being interpreted to extend to the retirees of the Non-PERS participating Employers who are Participant Employers under this Plan.

### **Retiree/Dependent Reinstatement Enrollment:**

The following enrollment process must be completed and documentation received by Clark County Risk Management no later than January 31st, of an even numbered year.

1. Completion of Health Benefit Enrollment form. If retiree requests reinstatement of previously covered dependents, a copy of the certified marriage certificate for the spouse, and copy of the certified birth certificate for each child being reinstated will be required.
2. Coverage will be effective March first of an even numbered year following completion and receipt of the Plan approved enrollment form, and any applicable dependent records. PERS will be notified regarding applicable premium deduction from the retiree's monthly retirement check. Non-PERS participating Employers shall collect retiree premiums on behalf of the Plan and deliver the premium payments to the Plan on behalf of the Non-PERS retirees.

Retirees may not participate as the subscriber in both the Public Employees Benefit Plan, and a Clark County & Affiliated Entity sponsored benefit program.

### **Section 125 Tax Regulations on This Plan**

The Plan Administrator has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, by electing a pre-tax benefit, the Participant agrees to pretax salary reduction put toward the cost of his or her benefits.

Coverage Elections: Per Section 125 regulations, Participants are generally allowed to enroll for or change coverage only during each annual enrollment period. However, exceptions are allowed if the Plan Administrator agrees and the Participant enrolls for or changes coverage within 31 days of the date the Participant meets the criteria shown below. The change must be consistent with the event.

**Change of Status:** A change in status is defined as:

- Change in legal marital status due to marriage, death of a spouse, or divorce;
- Change in employment status of employee, spouse or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
- Changes in employment status of employee, spouse or dependent resulting in eligibility or ineligibility for coverage;
- Changes which cause a dependent to become eligible or ineligible for coverage; and
- Change in residence from the network coverage area.

**Court Order:** A change in coverage due to and consistent with a court order of the employee or other person to cover a dependent.

**Change in Cost of Coverage:** If the cost of benefits increases or decreases during a benefit period, the Plan Administrator may, in accordance with plan terms, automatically change the Participant's elective contribution.

When the change in cost is significant, the Participant may either increase his or her contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option the Participant has elected, the Participant may elect another available benefit option. When a new benefit option is added, the Participant may change his or her election to the new benefit option.

**Changes in Coverage of Spouse or Dependent Under Another Employer's Plan:** The Participant may make a coverage election change if the plan of the Participant's Spouse or Dependent: (a) incurs a change such as adding or deleting a benefit option; (b) allows election changes due to Special Enrollment, Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or (c) this Plan and the other plan have different periods of Coverage or open enrollment periods.

**Revocation Due to Reduction in Hours:** The Participant may revoke coverage under this Plan if he or she experiences a change in employment status so that the Participant is reasonably expected to average less than 30 hours of service per week, even if such a change does not cause the Participant to be ineligible, and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in another plan that provides minimum essential coverage with an effective date no later than the first day of the second month following the date coverage under this Plan is revoked.

**Revocation Due to Enrollment in a Qualified Health Plan:** The Participant may revoke coverage under this Plan if he or she is eligible for a Special Enrollment Period in a Qualified Health Plan through a Marketplace or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in a Qualified Health Plan through a Marketplace for new coverage with an effective date no later than the day immediately following the last day of coverage under this Plan.

There may be additional situations that qualify for a special enrollment opportunity. Contact the Plan Administrator for additional details.

## TERMINATION OF BENEFITS

### When Employee Coverage Terminates

Employee coverage will terminate on the earliest of these dates. A covered Employee may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage.

1. The date the Plan is terminated.
2. The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of employment of the covered Employee. (See the Continuation of Coverage section)
3. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

### Good Faith Reliance upon Information Provided

The Employer has issued coverage in reliance upon the truth and accuracy of all information furnished to the Employer and to the Plan Administrator by the employee/retiree and their claimed dependents. In the event any such information is determined to have been untrue, inaccurate or incomplete, the Plan Administrator shall have the right to declare coverage for the employee/retiree or their claimed dependents null and void as of the original effective date of coverage. Any misuse of a Plan Participant's identification, membership information, or misrepresentation of information deemed by the Plan Administrator to be material to Plan coverage or payment, whether the misrepresentation is by omission or commission, will be grounds for dis-enrollment of the employee/retiree and their claimed dependents from this coverage. The member will be responsible for full reimbursement to the Plan and to their Employer for any expenditure made by the Plan or the Employer in reliance upon such misrepresentations. Said reimbursement must be made within 31 days of the member's receipt of notification of the amount of the expenditure owed. Failure to make timely reimbursement will be further grounds for dis-enrollment, and may result in a civil action or referral for criminal prosecution. If dis-enrolled under this provision of the Plan the employee and the employee's dependents may not be eligible for future Open Enrollment.

**Continuation During Periods of Employer-Certified Disability, Leave of Absence or Layoff** A person may remain eligible for a limited time if active, full-time work ceases due to disability, leave of absence or layoff. This continuance will end as follows:

1. **For disability leave only:** the date the Employer ends the continuance.
2. **For leave of absence or layoff only:** the end of the six (6) calendar month period that next follows the month in which the person last worked as an Active Employee. Any Employee on authorized leave without pay, who fails to make premium payments as required by the Employer, will have coverage under the Group Plan terminated on the first date for which no premium payments have been paid.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

### **Rehiring a Terminated Employee**

A terminated Employee who is rehired within 30 days of termination will have their previous elections reinstated. If the rehire date is after 30 days from the date of termination, the rehired employee will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

### When Dependent Coverage Terminates

A Dependent's coverage will terminate on the earliest of these dates. A covered Dependent may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage:

1. The date the Plan is terminated.
2. The date that the Employee's coverage under the Plan terminates for any reason including death. (See the Continuation of Coverage section.)
3. The date Dependent coverage is terminated under the Plan.
4. On the last day of the calendar month that he or she ceases to be a Dependent as defined by the Plan. (See the Continuation of Coverage section.)

5. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
6. The end of the 90 day period following the Administrator's initial request for certified birth certificates, certified marriage certificates or other necessary dependent documentation.

#### **Extension of Benefits**

In the event coverage terminates for any reason while benefits are being paid, and it is established that:

1. You or your Dependent was totally disabled when such coverage terminated; and
2. You provide a statement from a physician verifying the disability, and your disability was certified by our utilization review company; and
3. Expenses are incurred in connection with the accident or illness causing such total disability;  
and
4. The total Maximum Annual Benefit Amount of benefits has not been paid.

Benefits with respect to expenses incurred in connection with the injury or illness causing such disability will be continued during such total disability until either:

1. Twelve months from the date on which coverage terminated;
2. The total Maximum Annual Benefit Amount has been paid;
3. The Employee or Dependent ceases to be totally disabled; or
4. Termination of the Plan, whichever occurs first.

#### **Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides leaves of absence up to 12 weeks for the birth or adoption of a child, care of an immediate family member with a serious health condition, or because of the employee's inability to perform the functions of his or her job due to the employee's own serious health condition. Health coverage benefits during your approved leave of absence under The Family and Medical Leave Act will continue as long as you pay any required contributions. If you do not return to work at the end of an approved leave, you will be required to reimburse the employer the difference between any required contributions and the total monthly premium.

It is the employee's responsibility to request leave under the FMLA and to comply with all requests for information, such as medical certifications, made by your employer. When the need for leave is foreseeable, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt company operations. If you have any questions concerning your rights under the Family and Medical Leave Act, or your employer's responsibilities under the Act, please contact the Office of Risk Management.

*Service Member Family Leave:* An eligible employee who is the spouse, son, daughter, parent, or next of kin of a service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to 26 weeks of leave in a single 12-month period to care for the service member. This leave is available during a "single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA Leave combined.

#### **Military Leave of Absence**

##### ***(The Uniformed Services Employment and Reemployment Rights Act of 1994)***

In the event an employee is called to active duty, he may elect to continue Plan coverage for up to 24 months, beginning on the date the employee's absence starts. The employee may be required to pay up to 102% of the full premium cost for continuation coverage, except a person on active duty for 30 days or less will not be required to pay more than the employee's share, if any, for the coverage. These rights apply only to employees and their dependents covered under the Plan before leaving for military service. If you have any questions regarding military leave of absence, continuation of coverage, the cost of continued coverage or the maximum period of such coverage, please contact the Office of Risk Management.

If your participation in this Plan is terminated by reason of service in the uniformed services, your coverage will be reinstated upon re-employment without any exclusions or waiting periods that would not have applied if coverage had not been terminated. However, applicable exclusions may be imposed with respect to coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred or aggravated during service in the military.

Uniformed services means the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and, any other category of person designated by the President in time of war or national emergency. Military fitness examinations also are considered service in the uniformed services. ROTC members are considered to be in uniformed services.



## CONTINUATION OF COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that continuation of employer-sponsored health care coverage be made available to formerly covered employees and dependents for a specified period of time at their own expense.

The COBRA regulations gives certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate. The entire cost (plus the administration fee allowed by law) must be paid by the continuing person. Coverage will end if the covered individual fails to make timely payment of premiums.

Complete instructions on COBRA will be provided by the Plan Administrator to Plan Participants who become qualified beneficiaries under COBRA.

**Plan Administrator** - The plan administrator is CLARK COUNTY RISK MANAGEMENT; P.O. Box 551711, Las Vegas, NV 89155-1711; (702) 455-4544. The Plan Administrator is responsible for administering COBRA continuation coverage.

**For notification purposes, employees should contact their individual Employer/Affiliate as listed on the back cover of this plan document.**

Under federal COBRA law, should you lose your group health insurance because of one of the below listed qualifying events, covered employees and covered family members (called qualified beneficiaries) will be offered the opportunity for a temporary extension of health coverage (called "Continuation Coverage") at group rates which you will be required to pay. This notice is intended to inform all plan participants, in a summary fashion of your potential future options and obligations under the continuation coverage provisions of federal law. Should an actual qualifying event occur in the future, the plan administrator will send you additional information and the appropriate election notice at that time. **Please take special note, however, of your notification obligations and procedures which are highlighted in this description!**

**Qualifying Events For A Covered Employee** - If you are the covered employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage if you lose your group health coverage because of a termination of your employment (for reasons other than gross misconduct on your part) or a reduction in your hours of employment.

**Qualifying Events For A Covered Spouse** - If you are the covered spouse of an employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

- (1) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- (2) The death of your spouse;
- (3) Divorce or, if applicable, legally separate from your spouse; or
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both).

**Qualifying Events For Covered Dependent Children** - If you are the covered dependent child of an employee, you will become a qualified beneficiary and have the right to elect continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

- (1) A termination of the parent-employee's employment (for reasons other than gross misconduct) or reduction in the parent-employee's hours of employment;
- (2) The death of the parent-employee;
- (3) Parent's divorce or, if applicable, legally separate;
- (4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both); or
- (5) You cease to eligible for coverage as a "dependent child" under the terms of the health plan.

**PROTECT YOUR GROUP HEALTH INSURANCE  
CONTINUATION COVERAGE RIGHTS!  
EMPLOYEE/QUALIFIED BENEFICIARY 60 DAY NOTIFICATION REQUIREMENT!**

Under group health plan rules and COBRA law, the employee, spouse, or other family member has the responsibility to notify the benefits department of their own employer/affiliate of a divorce, legal separation, or a child losing dependent status under the plan. Please read the Termination of Benefits section of this document for specific information on when a dependent ceases to be a dependent under the terms of the plan. To protect your continuation coverage rights in these two situations, this notification must be made within 60 days from whichever date is later, the date of the event or the date on which health plan coverage would be lost under the terms of the insurance contract because of the event. Procedures for making proper and timely notice are as outlined on in the Eligibility and Enrollment sections of this plan document.

If this notification is not completed according to the outlined procedures and within the required 60 day notification period, then rights to continuation coverage will be forfeited. In addition, keeping an individual covered by the health plan beyond what is allowed by the plan may be considered insurance fraud on the part of the employee.

If the qualifying event is a termination of employment, reduction in hours, death, enrollment in Medicare (Part A, Part B, or both), or if retiree coverage is provided, the employer will notify the Plan Administrator within 30 days following the date coverage ends.

**Election Period And Coverage** - Once the plan administrator learns a qualifying event has occurred, the plan administrator will notify qualified beneficiaries of their rights to elect continuation coverage. Each qualified beneficiary has independent election rights and will have 60 days to elect continuation coverage. The 60 day election window is measured from the later of the date health plan coverage is lost due to the event or from the date of notification. This is the maximum period allowed to elect continuation coverage as the plan does not provide an extension of the election period beyond what is required by law. For each qualified beneficiary who elects group health insurance continuation coverage, coverage will begin on the date that coverage under the plan would be lost because of the event. If a qualified beneficiary does not elect continuation coverage within this election period, then rights to continue health insurance will end and they cease to be a qualified beneficiary.

If a qualified beneficiary elects continuation coverage, they will be required to pay the entire cost for the health insurance, plus a 2% administration fee. Clark County is required to provide the qualified beneficiary with coverage that is identical to the coverage provided under the plan to similarly situated non COBRA participants and/or covered dependents. Should coverage change or be modified for non-COBRA participants, then the change and/or modification will be made to your coverage as well.

*Initial premium is due no later than 45 days after electing COBRA coverage. Subsequent premium payments are due on the 1<sup>st</sup> of each month and will be considered late if not received or post-marked by the 30<sup>th</sup> day after the due date. Payment is considered not received if a check is returned for insufficient funds.*

**Length of Continuation Coverage - 18 Months.** If the event causing the loss of coverage is a termination of employment (other than for reasons of gross misconduct) or a reduction in work hours, then each qualified beneficiary will have the opportunity to continue coverage for 18 months from the date of the qualifying event. Exception: If you are participating in a health flexible spending account at the time of the qualifying event, you will only be allowed to continue the health flexible spending account until the end of the current plan year in which the qualifying event occurs.

**Social Security Disability Extension** - The 18 months of continuation coverage can be extended for an additional 11 months of coverage, to a maximum of 29 months, for all qualified beneficiaries if the Social Security Administration determines a qualified beneficiary was disabled according to Title II or XVI of the Social Security Act on the date of the qualifying event or at any time during the first 60 days of continuation coverage. It is the qualified beneficiaries responsibility to obtain this disability determination from the Social Security Administration and provide a copy of the determination to Clark County, Nevada according to the below listed notification procedures within 60 days after the date of determination and before the original 18 months expire. In general, if coverage is extended due to a Social Security Disability, premium rates will be raised to 150% of the applicable rate.

**Secondary Event Extension** - Another extension of the 18 or above mentioned 29 month continuation period can occur, if during the 18 or 29 months of continuation coverage, a second qualifying event takes place such as a divorce, legal separation, death, Medicare entitlement, or a dependent child ceasing to be a dependent. If a second event occurs coverage will be extended to 36 months from the date of the original qualifying event date for eligible dependent qualified beneficiaries. It is the qualified beneficiaries responsibility to notify Clark County, Nevada according to the below listed notification procedures within 60 days of the second event and within the original 18 or 29 month continuation timeline. In the case of a newborn or adopted child that is added to a covered employee's continuation coverage, then the first 60 days of continuation coverage for the newborn or adopted child is measured from the date of the birth or the date of the adoption. In no event, however, will continuation coverage last beyond three years (36 months) from the date of the event that originally made the qualified beneficiary eligible for continuation coverage. A reduction in hours followed by a termination of employment is not a second event.

**Social Security Disability/Second Qualifying Event Notification Procedures** - See prior paragraph.

**Length of Continuation Coverage - 36 Months.** If the original event causing the loss of coverage was the death of the employee, divorce, legal separation, Medicare entitlement, or a dependent child ceasing to be a dependent child under the elected plan, then each dependent qualified beneficiary will have the opportunity to continue coverage for 36 months from the date of the qualifying event.

**Eligibility and Premiums** - A qualified beneficiary does not have to show they are insurable to elect continuation coverage; however, they must have been actually covered by the plan on the day before the event to be eligible for continuation coverage. An exception to this rule is if while on continuation coverage a baby is born to or adopted by a covered employee qualified beneficiary. If this occurs, the newborn or adopted child can be added to the plan and will gain the rights of all other qualified beneficiaries. The COBRA timeline for the newborn or adopted child is measured from the date of the original qualifying event. Procedures and timelines for adding these individuals can be found in your benefits booklets and must be followed. The plan administrator reserves the right to verify continuation eligibility status and terminate continuation coverage retroactively if a qualified beneficiary is determined to be ineligible or if there has been a material misrepresentation of the facts.

A qualified beneficiary will have to pay all of the applicable premium plus a 2% administration charge for continuation coverage. These premiums will be adjusted during the continuation period if the applicable premium amount changes. In addition, if continuation coverage is extended from 18 months to 29 months due to a Social Security disability, Clark County can charge up to 150% of the applicable premium during the extended coverage period. Qualified beneficiaries will be allowed to pay on a monthly basis. In addition there will be a maximum grace period of 30 days for the regularly scheduled monthly premiums.

**Cancellation Of Continuation Coverage** - The law provides that if elected and paid for, your continuation coverage will end prior to the maximum continuation period for any of the following reasons:

1. Clark County and/or Affiliates ceases to provide any group health plan to any of its employees;
2. Any required premium for continuation coverage is not paid in a timely manner;
3. A qualified beneficiary first becomes, after the date of COBRA election, covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary other than such an exclusion or limitation which does not apply to or is satisfied by such beneficiary by reason of the Health Insurance Portability and Accountability Act;
4. A qualified beneficiary first becomes, after the date of COBRA election, entitled to Medicare;
5. A qualified beneficiary extended continuation coverage to 29 months due to a Social Security disability and a final determination has been made that the qualified beneficiary is no longer disabled;
6. A qualified beneficiary notifies The Plan Administrator they wish to cancel continuation coverage.
7. For cause, on the same basis that the plan terminates the coverage of similarly situated non-COBRA participants.

Should continuation coverage be terminated for one of the above reasons, a notice will be sent to you at that time outlining any available health coverage options that may be available to you.

**Notification of Address Change - In order to protect your group health insurance continuation coverage rights and to insure all covered individuals receive information properly and efficiently, you are required to notify Clark County or your employer's benefits office of any address change as soon as possible. Failure on your part to do so will result in delayed notifications or a loss of continuation coverage options. If any of your covered dependents do not live at your same address, please notify your benefits office immediately.**

Should an actual qualifying event occur and it is determined that you are eligible for continuation; you will be notified of all your actual rights at that time. Should you have any questions regarding the information contained in this notice, you should contact Clark County Risk Management or your employer's benefit office, or you may contact the Centers for Medicare and Medicaid (CMS) via email at [phig@cms.hhs.gov](mailto:phig@cms.hhs.gov) or call toll free at 1-877-267-2323, option #4, extension 61565.

**Note:** Payment will not be considered made if a check is returned for non-sufficient funds.

The Plan Administrator reserves the right to terminate Plan coverage retroactively to the date the employee or covered dependent lost their eligibility under the terms of the employer-sponsored health care plan. This section of the Plan Document is a summary of a very complicated law. In the event of any inconsistency between this Notice and federal law, federal law will take precedence.

### **IF YOU HAVE QUESTIONS**

If you have questions about your COBRA coverage, you should contact The COBRA Administrator or you may contact the Centers for Medicare and Medicaid (CMS) via email at [phig@cms.hhs.gov](mailto:phig@cms.hhs.gov) or call toll free at 1-877-267-2323, option #4, extension 61565.

You may also visit the COBRA section on the CMS website:

[https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance- Protections/cobra\\_fact\\_sheet.html](https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance- Protections/cobra_fact_sheet.html)

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the address of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## COORDINATION OF BENEFITS PROVISION

The purpose of this Plan is to provide you with reimbursement of your covered medical and dental expenses based on the description of coverage as outlined in the booklet. In the event that you or any of your covered dependents incur expenses for which benefits are payable under this Plan and at the same time benefits are payable under any other plan, the Plan will coordinate benefits. In coordinating benefits, one of the two or more Plans involved will be the primary Plan, and the other Plans will be secondary to it. The primary Plan pays without regard to the other Plans. The secondary Plans will coordinate their payments so that the total paid from all plans shall not exceed the allowable expenses but will never pay more than what would be paid in the absence of dual coverage. If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

For a charge to be allowable it must be a Reasonable and Customary Charge and at least part of it must be covered by one of the Group Plans covering the person for whom the claim is made. In the case of a contracted provider, the Plan will allow up to the Clark County Self-Funded contracted rate. When this Plan is the secondary Plan, this Plan will allow for the reimbursement of the primary carrier's preferred provider co-payment, not to exceed this Plan's contracted rate when applicable, or the reasonable and customary allowable, excluding services provided at University Medical Center in Las Vegas.

In the case of HMO (Health Maintenance Organization) and Medicare plans: This Plan will not consider any charges in excess of what an HMO or Medicare provider has agreed to accept as payment in full. Also, when an HMO or Medicare pays its benefits first, this Plan will not consider as an allowable charge any charge that would have been covered by the HMO or Medicare had the Plan Participant used the services of an HMO or Medicare provider.

In the case of service type plans where services are provided as benefits, the reasonable cash value of each service will be the allowable charge.

Some examples of other types of coverage with which benefits will be coordinated are:

- Any policy of insurance through an insurance company, including individual coverage.
- Any insurance or any other arrangement of benefits for individuals of a group, including coverage for students sponsored by or provided through a school or other educational institution.
- Any pre-payment coverage or any other coverage toward the costs of which any employer makes contributions or payroll deductions or any labor union makes contributions.
- Any governmental program or coverage required by statute, including Medicare.
- Liability, homeowner's, or automobile insurance, which is subject to any Motor Vehicle Financial Responsibility Law. This Plan shall have secondary liability for those medical expenses incurred as a result of a motor vehicle accident, on behalf of a Plan Participant subject to any state automobile insurance law, regardless of the terms and conditions of any specific automobile policy. Furthermore, if a Plan Participant has no personal injury protection or medical benefits coverage, in a state where such coverage is mandated, coverage under this Plan shall be reduced by the minimum coverage requirement of the state with jurisdiction. In addition to the above, for those Plan Participants subject to the law of any state which permits issuance of a state mandated motor vehicle policy with an optional high personal injury protection deductible, this Plan shall not recognize as a covered expense, the personal injury protection deductible selected by any Plan Participant. Such deductible amount shall be the direct responsibility of the Plan Participant.

### **Order of Benefit Determination**

The following rules are used to establish the order of benefit determination when this plan and another plan cover the same individual. A plan that does not contain a coordination of benefits provision will automatically be the primary payer.

**Non-Dependent or Dependent** – The Plan covering the person other than as a dependent (for example, as an employee, subscriber, or retiree) is the primary plan, and the plan covering the person, as a dependent is the secondary plan. Medicare rules provide one exception to this rule. If the person is a Medicare beneficiary and covered as a dependent by a group health plan then Medicare is secondary to the plan covering the person as a dependent of an active employee.

**Employee or Retiree** – If an individual is covered under one plan as an employee and another plan as a retiree, the employee plan is primary. However, if an individual is covered both as a retiree under one plan and as a dependent under a spouse's employee plan, order of benefit determination is that the retiree plan pays first and the dependent plan pays second.

**Continuation Coverage (COBRA)** – If an individual has continuation coverage under the federal COBRA law or state continuation laws and also is covered under another group health plan as an employee or retiree, then the continuation coverage pays second.

Coverage for Employees and Dependents over the age of 65 – If you are an active employee over age 65, the Clark County Self-Funded Group Medical and Dental Benefits Plan will be the primary payer of benefits and Medicare will be secondary until retirement.

Coverage for Retirees and Dependents (including Permanently Disabled Dependents of a Retiree) – If you or your Dependents reach age 65 or become eligible to enroll in Medicare Part A or Parts A and Part B, this Plan will pay as secondary to Medicare for medical claims regardless of your or your Dependents actually enroll in Medicare Part A and/or Part B. The Plan will pay for outpatient prescription drug coverage in accordance with the Employer Group Waiver Plan (EGWP) section of the Prescription Drug Expense Benefit Provision. The specific rules establishing the order of benefit determination for a child covered under more than one plan are as follows:

Birthday Rule – The primary plan is the plan of the parent whose birthday is earlier in the year, if the parents are married or if a court order awards joint custody without specifying which parent has responsibility for providing health care coverage. If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.

Court Order – If a court order specifies that one parent is responsible for health coverage, then the plan of that parent will be the primary plan.

Parents Are Separated Or Divorced – In the absence of a specific court order the order of benefit determination is as follows:

- The plan of the custodial parent.
- The plan of the spouse of the custodial parent.
- The plan of the noncustodial parent.
- The plan of the spouse of the noncustodial parent.
- 

Adult Child – If an adult child is covered as a dependent child under this plan and is married or has a grandfathered domestic partner and covered under the spouse's or grandfathered domestic partner's group health plan, the spouse/grandfathered domestic partner plan will be the primary plan.

When the above referenced rules fail to establish an order of benefit determination, the plan that has covered the person for the longer period of time is the primary payer.

When the coordination of benefits provisions of the plan are valid under the applicable law and conflict with the coordination of benefits provisions of this Plan, then the benefits payable under this Plan will be reduced to the amount which would be paid in equal proportion by each plan (50/50 compromise). Benefits will be further reduced to the extent necessary so that the sum of such benefits will not exceed the total allowable expenses

If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

If a Plan Participant is covered as retired member by this Plan and as a retired member by another plan, the plan that covered the member as a retiree the longest will pay first.

Whenever payments that should have been made under this Plan were made by another plan, this Plan shall have the right, exercisable alone and at its sole discretion, to reimburse the other plan in the amount that would have been paid by this Plan. Such reimbursement shall be deemed payment for covered services and the Plan shall be fully discharged from liability.

### **Requirement for Spousal Enrollment in Other Group Insurance**

If a spouse is covered as a dependent of an employee or retiree under the Clark County Self-Funded Health Benefit Plan and has access to a non-HMO health benefit plan through his or her own employer or former employer at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest \$5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program.

If the spouse declines any other employer-sponsored coverage, this Plan will provide coverage to the spouse at 20% of the Plan's regular allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available.

If the dependent spouse of an employee misses his/her employer's open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse's coverage. Such waiver will not exceed 12 months from the effective date of the dependent spouse's coverage with this Plan.

### **Coordination with Medicare**

**Entitlement to Medicare Coverage:** Generally, anyone age 65 or older is entitled to Medicare coverage. Anyone under age 65 who is entitled to Social Security Disability Income Benefits is also entitled to Medicare coverage after a waiting period.

**Medicare Participants May Retain or Cancel Coverage Under This Plan:** If you, your covered Spouse or Dependent Child becomes covered by Medicare, whether because of end-stage renal disease (ESRD), disability, or age, you may either retain or cancel your coverage under this Plan. If you and/or any of your Dependents are covered by both this Plan and by Medicare, as long as you remain actively employed, your medical expense coverage will continue to provide the same benefits and your contributions for that coverage will remain the same with the exception of members who are eligible for Medicare due to ESRD. Active members who are eligible for Medicare due to Social Security disability or reaching age 65, this Plan pays first and Medicare pays second. If you are covered as a retiree under this Plan and entitled to Medicare, Medicare coverage will pay first and this Plan will pay second.

If you are covered by Medicare and you cancel your coverage under this Plan, coverage of your Spouse and/or your Dependent Child(ren) will terminate, but they may be entitled to COBRA Continuation Coverage. See the COBRA chapter for further information about COBRA Continuation Coverage. If any of your Dependents are covered by Medicare and you cancel that Dependent's coverage under this Plan, that Dependent will not be entitled to COBRA Continuation Coverage.

**Coverage Under Medicare and This Plan When You Are Totally Disabled:** If you become Totally Disabled and entitled to Medicare because of your disability, you will no longer be considered to remain actively employed. As a result, once you become entitled to Medicare because of your disability, Medicare pays first and this Plan pays second.

**Coverage Under Medicare and This Plan When You Have End-Stage Renal Disease:** If while you are actively employed, you or any of your covered Dependents become entitled to Medicare because of end-stage renal disease (ESRD), this Plan pays first and Medicare pays second for 30 months starting the earlier of the month in which Medicare ESRD coverage begins; or the first month in which the individual receives a kidney transplant. Then, starting with the 31st month after the start of Medicare coverage, Medicare pays first and this Plan pays second. Once a member becomes eligible for Medicare coverage as a result of ESRD, the member is required to retain such coverage. If the member fails to retain Medicare coverage, the Plan will estimate the Medicare benefits and pay as secondary beginning the first day of the 31st month.

### **How Much This Plan Pays When It is Secondary to Medicare**

- **When the Plan Participant is Covered by Medicare Parts A and B:** When the Plan participant is covered by Medicare Parts A and B and this Plan is secondary to Medicare, the Plan pays benefits according to the following: In the case of Medicare Assigned claims, this plan will pay the 20% of the Medicare approved amount, and the Medicare Part A or Part B deductibles, provided there is sufficient Self-Funded benefit available with respect to that claim. In the case of non-covered Medicare unassigned claims, the payment of benefits will be based on the Clark County Self-Funded allowable and plan provisions. In no event will benefits exceed the benefits provided to active employees.

- ***When a Plan Participant is Covered by Medicare + Choice (Part C):*** This Plan provides benefits that supplement the benefits you receive from Medicare Part A and B coverage. If a Plan participant is covered by a Medicare + Choice (Part C of Medicare) and obtains medical services or supplies in compliance with the rules of that program (including, without limitation, obtaining all services In-Network when the Medicare Part C requires it), this Plan will reimburse all applicable co-payments. However, if the Plan Participant doesn't comply with the rules of the Medicare Part C program, including without limitation, approved referral, preauthorization or case management requirements, and this plan will NOT provide any health care services or supplies or pay any benefits for any services or supplies that the Plan Participant receives.
- ***When the Plan Participant is Not Covered by Medicare:*** You are responsible to enroll for all Medicare coverage for which you are eligible. This Plan will pay as primary if you are on Medicare but not eligible for Medicare Part A. However, this Plan will always be secondary to Medicare Part B, whether or not you have enrolled; this Plan will estimate Medicare's benefit and this Plan will only pay up to 20% of the Plan's allowable.
- ***When the Plan Participant Enters Into a Medicare Private Contract:*** Under the law, a Medicare Participant is entitled to enter into a Medicare private contract with certain Health Care Practitioners under which he or she agrees that NO claims will be submitted to or paid by Medicare for health care services and/or supplies furnished by the Health Care Practitioner. If a Medicare participant enters into such a contract, this Plan will NOT pay any benefits for any health care services and/or supplies the Medicare participant receives pursuant to it.

**Please note:** If a member seeks services from a provider that accepts Medicare, benefits will be coordinated based on in-network cost sharing; however, if the provider does not accept Medicare, benefits will be coordinated based on whether the provider is considered in-network or out-of-network based on the County's provider network hierarchy.



## IMPORTANT HIGHLIGHTS

Clark County believes this plan is a “non-grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act).

Questions regarding what might cause a plan to change from grandfathered health plan status can be directed to Clark County Risk Management Department. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

(1) **MANDATORY PRE-AUTHORIZATION**

You must obtain *Pre-Authorization* for certain health procedures. Refer to the applicable Care Management Program Section of this Plan Document. See pages 36 & 37 for a list of procedures requiring pre-authorization.

(2) **BILLS SHOULD BE SUBMITTED FOR PAYMENT ON A TIMELY BASIS**

Claims filed more than 12 months after the date of service will not be eligible for payment.

*A Plan Document/SPD is intended to summarize the features of your Self-Funded Group Medical and Dental Benefits Plan in clear, understandable, and informal languages. The terms under which the plan administers benefits are contained in this booklet.*

The Clark County Self-Funded Group Medical and Dental Benefits Plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, <http://www.clarkcountynv.gov/finance/risk-management/Pages/default.aspx>

You do not need prior authorization from The Clark County Self-Funded Group Medical and Dental Benefits Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre- approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the claims administrator at the number on the back of the ID card, or at <http://www.clarkcountynv.gov/finance/risk-management/Pages/default.aspx>.

(3) **Prescription Drugs.** - Prescription drugs are subject to a formulary. Also step therapy, pre-authorization and other programs may apply.

## GENERAL PROVISIONS

**Administration** – This plan of benefits is administered through Clark County’s Risk Management Department. Clark County as the Plan Administrator shall have the discretionary power and authority to: determine eligibility for benefits; interpret or construe the terms of the Plan and any other writing affecting the establishment or operation of the Plan; determine questions of fact which arise in connection with the Plan; and decide all matters arising under the Plan, based on the applicable facts and circumstances.

**Assignment of Benefits** – In the event a Plan Participant has executed an Assignment of Benefits, the Plan shall direct amounts payable under the terms of this Plan to the provider of service. If the Plan receives notification from a provider that the provider has the Plan Participant’s authorization to assign benefits on file, then that shall be acceptable notice to the Plan that an Assignment of Benefits has been executed. Benefits may not, however, be assigned to anyone other than the provider of service without the approval of Clark County.

**Funding** – Some Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage.

Other Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The enrollment application for coverage will include a payroll deduction authorization.

The level of any Employee contributions is set by the Plan Administrator, subject to the provisions of any applicable collective bargaining agreement. The Plan Administrator reserves the right to change the level of Employee contributions, also subject to the provisions of any applicable collective bargaining agreement.

**Plan Amendment or Termination** – Clark County reserves the full, absolute and discretionary right to amend, modify, suspend, withdraw, discontinue or terminate the Plan in whole or in part at any time for any and all Plan Participants’ of the Plan by formal action taken by the Board of Directors, or by the execution of a written amendment by the Plan Administrator. If the Plan is amended, modified, suspended, withdrawn, discontinued or terminated, covered employees and covered dependents will be entitled to benefits for claims incurred prior to the date of such action. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits, (2) increase or decrease participant contributions, (3) increase or decrease deductibles and/or copayments, and (4) change the class(es) of employees or dependents covered by the Plan.

**Medical Care Decision** – The benefits under the Plan provide solely for the payment of certain health care expenses. All decisions regarding health care are solely the responsibility of each Plan Participant in consultation with the health care providers selected. The Plan contains rules for determining the percentage of allowable health care expenses that will be reimbursed, and whether particular treatments or health care expenses are eligible for reimbursement. Any decision with respect to the level of health care reimbursements, or the coverage of a particular health care expense, may be disputed by the Plan Participant in accordance with the Plan’s claim procedures. Each Plan Participant may use any source of care for health treatment and health coverage as selected, and neither the Plan nor the employer shall have any obligation for the cost or legal liability for the outcome of such care, or as a result of a decision by a Plan Participant not to seek or obtain such care, other than the liability of the Plan for the payments of benefits as outlined herein.

## **Assignment, Reimbursement & Third Party Recovery**

**1. Coverage for Injuries Caused by a Third-Party** - The Plan Participant may incur medical, dental or other expenses due to injuries which were or may have been caused by the act or omission of third-party. In such circumstances, the Plan Participant may have a claim against such third-party, for reimbursement of, or contribution toward the expense and damage associated with the injury. Benefits advanced, or to be advanced by the Plan related to such an injury will be paid only if the Plan Participant fully cooperates with the terms and conditions of the Plan, specifically including the terms of this provision of the Plan.

**2. Assignment** - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, automatically assigns to the Plan any proceeds the Plan Participant may recover from a third-party or insurer on account of said injury. This automatic assignment is in an amount equal to the payments made by the Plan on behalf of the Plan Participant as a consequence of the third-party caused injury. This assignment applies to ALL recovery that the Plan Participant, his heirs, guardians, executors, agents or other representatives may obtain as a result of injury to the Plan Participant, whether or not the recovery is designated as payment for medical expenses.

**3. Plan Participant's Assignment Obligations** - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, must execute an Assignment Acknowledgment at the time the first claim is submitted. This document acknowledges this assignment provision of the Plan and acknowledges the Plan Participant's obligation to promptly reimburse the Plan for benefits paid by the Plan, out of any monies recovered from any source as compensation for the injury and any damage associated therewith, whether said monies are received as judgment, award, settlement or otherwise.

The Assignment Acknowledgment requires the Plan Participant to affirmatively inform the Plan of any intent to seek recovery from a third-party or insurer as a result of the injury. The Acknowledgment must be completed and executed by the Plan Participant AND by the Employee or Retiree Plan member if the Plan Participant is a dependent of an eligible Employee/Retiree. The Acknowledgment must be returned to the Plan or its third-party claims administrator prior to Plan payment of any claims for benefits related to the injury.

It shall be the obligation of the Plan Participant to obtain the signature of any attorney, or other individual acting on behalf of the Plan Participant, on any requested document acknowledging the Plan's right of assignment and refund.

As a condition to having the Plan advance benefits, the Plan Participant will execute and deliver to the Plan all required documents and will assist the Plan as necessary to secure the Plan's right of assignment. Failure or refusal to execute such documents, or to furnish information as requested by the Plan, does not preclude the Plan from exercising its right to assignment, or from obtaining full reimbursement of Plan benefits expended as a consequence of a third-party injury to a Plan Participant. The Plan Participant, Employee or Retiree if the Plan Participant is a dependent, will do nothing to prejudice the right of the Plan to assignment and recovery.

Immediately upon receipt by the Plan Participant, or his or her agent, of proceeds covered by this assignment, the Plan Participant shall notify the Plan, in writing, of the amount and location of the proceeds. The Plan shall then notify the Plan Participant, or his or her agent, of the amount of proceeds assigned, which sum shall then be promptly paid to the Plan.

**4. Plan Participant's Failure to Comply with this Assignment Provision** - Claims subject to this provision will not be paid, and will be pended until the executed assignment Acknowledgment is returned. Claims will be pended for up to 60 days from the date the Acknowledgment form is provided to the Plan Participant. If the completed and executed Acknowledgment form is not received by the Plan within that 60 days, claims related to the third-party caused injury will be denied.

If the Plan Participant fails to reimburse the Plan for all benefits paid or to be paid, as a result of said injury or condition, out of any recovery or reimbursement to or on behalf of the Plan Participant, the Plan Participant will be liable for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Plan Participant.

The Plan Participant's failure to reimburse the Plan as called for herein, or failure to notify the Plan that claims being made are the result of a third-party caused injury, may result in denial of Plan payment for future claims on behalf of the Plan Participant, or on behalf of the Employee or Retiree if the Plan Participant is covered as a dependent of an Employee or Retiree, until the Plan is reimbursed in accordance with the Plan terms.

**5. Plan Rights Under this Assignment Provision** - Any settlement or recovery made to or on behalf of the Plan Participant shall first be deemed for reimbursement of medical expenses paid by the Plan, and the Plan has a lien on any amount recovered by the Plan Participant whether or not recovered amounts are designated as payment for

medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The Plan has a right to assignment and reimbursement from the first dollars recovered. The Plan's assignment has priority over any and all funds paid by any party to or on behalf of a Plan Participant relative to the third-party caused injury, including a priority over any claim for non-medical or dental charges, attorneys' fees, other costs or expenses, whether or not the Plan Participant is made whole.

The Plan has a right to pursue any claim which the Plan Participant has or may have against any third-party or insurer, whether or not the Plan Participant chooses to pursue that claim.

The Plan shall have no obligation to compromise its recovery for any reason. The Plan's right of assignment and refund are limited solely to the extent to which the Plan has made, or will make, payments for medical or dental charges, as well as any costs and fees associated with the enforcement of its rights under the Plan.

If any provision of this Assignment Provision is adjudged by a court to be unenforceable, that determination shall not affect the validity and enforceability of any other term or condition of this Assignment Provision.

**6. Plan Participant Minors** - If the injured Plan Participant is a minor, any amount recovered by the minor, or on behalf of the minor by the minor's trustee, guardian, parent, or other representative, shall be subject to this provision regardless of whether the minor's representative has access to or control of any recovered funds. If the injury or condition giving rise to this assignment involves wrongful death of a Plan Participant who was a minor, this provision applies to the parent, guardian or the executor, agent of other personal representative of the estate.

**7. Defined terms:**

"Injury" – physical or mental hurt, pain, illness, impairment, disfigurement or damage caused by the wrongful act or omission of a third-party person or entity, other than the Plan Participant.

"Insurer" – Includes but is not limited to any loss coverage, contractual or otherwise, in the nature of liability coverage, no-fault coverage, homeowner's plan, renter's plan, uninsured or underinsured motorist coverage, contractual medical payment provisions or other insurance coverage of any nature whatsoever, from which the Plan Participant may seek or receive recovery in relation to an injury.

"Recovery" – monies paid to, or on behalf of, the Plan Participant by way of judgment, settlement, expense waiver, or otherwise to compensate for all losses and/or damages caused by the injuries or illness, whether or not said losses/damages reflect medical or dental charges covered by the Plan.

"Refund" or "Reimbursement" – repayment to the Plan for medical or dental benefit expenses paid by the Plan toward care and treatment of injury.

"Third-Party" – Any person, corporation or entity other than the Plan Participant.

**8. Caveats:**

This Assignment provision shall not apply if the Plan Participant elects NOT to accept benefits from the Plan for services related to injuries caused by a third party.

This Assignment provision in all its terms and conditions applies whether or not the Plan Participant executes and returns the assignment Acknowledgment.

The Plan Administrator retains sole and final discretion for interpreting the terms and conditions of this Plan Document.

## MEDICAL EXPENSE BENEFIT PROVISION

### Verification of Eligibility

Eligibility for benefits under the Plan is verified by the Claims Administrator. Call them at the telephone number shown on your identification card to verify eligibility for Plan benefits before a charge is incurred.

The Clark County Self-Funded Group Medical and Dental Benefits Plan (the "Plan") has been designed to provide all eligible employees and covered eligible dependents with a program of health care protection. The benefit plan is based on the calendar year.

**Coinsurance:** Coinsurance is the percentage of eligible medical expenses that the covered member(s) will pay after any required deductible has been satisfied.

**Co-pay:** Is an amount the Plan Participant must pay to providers at the time the service/supply is rendered. The balance of the eligible expense will be paid by the Plan, unless a lesser percentage is shown. Co-pays do not apply toward any deductible requirements.

**Deductible:** A deductible is the amount of covered expenses, which must be paid each calendar year by Plan Participants before the Plan will consider expenses for reimbursement. The individual deductible applies separately to each Plan Participant. The family deductible applies collectively to all Plan Participants in the same family. When the family deductible is satisfied, no further deductible will be applied for any covered family member during the remainder of the calendar year. Deductibles are calculated based on eligible expenses incurred during the 12 months of each calendar year. Each January 1<sup>st</sup> a new deductible amount is required.

**Out-of-Pocket Maximum:** An out-of-pocket maximum is the amount of covered expenses that must be paid during a calendar year. The individual out-of-pocket maximum applies separately to each Plan Participant. When a Plan Participant reaches the annual out-of-pocket maximum, the Plan will pay 100% of allowed charges (except for the excluded charges) for the individual during the remainder of the calendar year.

The family out-of-pocket maximum applies collectively to all Plan Participants in the same family. When the annual family out-of-pocket maximum is satisfied, the Plan will pay 100% of allowed charges (except for the excluded charges) for any covered family member during the remainder of the calendar year.

The Calendar Year Deductible will be waived for inpatient hospital facility charges when a member is forced to go to another contracted facility when documentation demonstrates University Medical Center (UMC) is on divert status.

The following charges do not apply toward the medical out-of-pocket maximum and are never paid at 100%:

Premiums  
Balance-billed charges  
Expenses for non-covered services  
Charges in excess of Reasonable & Customary  
Charges in excess of annual maximum benefits

## SCHEDULE OF MEDICAL BENEFITS

	<b>Preferred Network (University Medical Center)</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Calendar Year Deductible:</b> <ul style="list-style-type: none"> <li>Per Plan Participant</li> <li>Per Family</li> </ul>	\$0 \$0	\$250 \$750	\$1,500 \$3,000
The In-Network and Out-of-Network accumulations do not cross-apply.			
<b>Benefit Percentage: (except as stated otherwise)</b> <ul style="list-style-type: none"> <li>Medical Plan Pays</li> <li>Plan Participant Pays</li> </ul> <b>Out of Area (if authorized)</b> <ul style="list-style-type: none"> <li>Medical Plan Pays</li> <li>Plan Participant Pays</li> </ul>	90% 10% N/A N/A	80% 20% 80% 20%	60% 40% N/A N/A
<b>Calendar Year Medical Out-of-Pocket Maximum:</b> <ul style="list-style-type: none"> <li>Per Plan Participant</li> <li>Per Family</li> </ul>		\$3,750 \$7,750	\$11,500 \$23,000
The In-Network and Out-of-Network accumulations do not cross-apply. The Out-of-Pocket Maximum excludes premiums, non-covered charges, balance-billed charges, amounts in excess of Reasonable & Customary fees and annual maximum benefits.			
<b>Maximum Lifetime Benefit: (except as stated otherwise)</b>	Unlimited		

<b>Benefits and Services</b>	<b>Preferred Network (University Medical Center)</b>	<b>In-Network (Aetna PPO)</b>	<b>Out-of-Network</b>
<b>Hospital Services</b> <ul style="list-style-type: none"> <li>Inpatient</li> <li>Outpatient</li> </ul>	10% coinsurance <i>(Deductible not applicable)</i>  10% coinsurance <i>(Deductible not applicable)</i>	20% coinsurance after \$100 co-pay <i>(Deductible applies)</i>  20% coinsurance after \$100 co-pay <i>(Deductible applies)</i>	40% coinsurance after \$750 co-pay <i>(Deductible applies)</i>  40% coinsurance after \$300 co-pay <i>(Deductible applies)</i>
Precertification is required for inpatient treatment.			
<b>Physician Office Visits</b> <ul style="list-style-type: none"> <li>Primary Care Visit</li> <li>Specialist Visit</li> <li>Urgent Care</li> <li>Teladoc</li> </ul>	\$10 co-pay <i>(Deductible not applicable)</i>  N/A  \$20 co-pay (UMC Quick Care only) <i>(Deductible not applicable)</i>  N/A	\$20 co-pay <i>(Deductible waived)</i>  20% coinsurance <i>(Deductible waived)</i>  20% coinsurance <i>(Deductible waived)</i>  \$10 co-pay <i>(Deductible waived)</i>	40% coinsurance <i>(Deductible applies)</i>  40% coinsurance <i>(Deductible applies)</i>  40% coinsurance <i>(Deductible applies)</i>  N/A
<b>Acupuncture</b>	N/A	20% coinsurance <i>(Deductible applies)</i>	40% coinsurance <i>(Deductible applies)</i>
Limited to 20 visits per calendar year.			
<b>Ambulance Service, Ground or Air</b>	N/A	20% coinsurance after \$100 co-pay and in-network deductible  Deductible and co-pay are waived if patient is admitted. Air ambulance is covered to the nearest facility when treatment of a life threatening condition is required.	

<b>Benefits and Services</b>	<b>Preferred Network (University Medical Center)</b>	<b>In-Network (Aetna PPO)</b>	<b>Out-of-Network</b>
Autism Care ( <i>ABA and Behavioral Therapy</i> )	Paid based upon place of service		40% coinsurance ( <i>Deductible applies</i> )
	Limited to \$72,000 maximum per calendar year. Inpatient and Outpatient services that do not have a primary diagnosis of autism will be paid under applicable Inpatient and Outpatient services.		
Chemotherapy	10% coinsurance ( <i>Deductible not applicable</i> )	20% coinsurance ( <i>Deductible applies</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Pre-certification is required.		
Chiropractic Care	N/A	20% coinsurance ( <i>Deductible applies</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Limited to 20 visits per calendar year.		
Clinical Trials	Covered as any other illness and paid based upon place of service		Not covered
	Refer to the Covered Medical Expense section for more information.		
Diabetic Education	100% covered	100% covered	40% coinsurance ( <i>Deductible applies</i> )
Diagnostic Lab & X-Ray	100% covered	20% coinsurance ( <i>Deductible waived</i> )	40% coinsurance ( <i>Deductible applies</i> )
Durable Medical Equipment	N/A	20% coinsurance ( <i>Deductible applies</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Precertification is required.		
Emergency Room	20% coinsurance after \$100 co-pay and in-network deductible		
	Deductible is waived if the treatment is for an accidental injury. Services for treatment that does not meet the Plan's definition of Emergency Medical Condition are not covered.		
Hearing Aids	N/A	Charges are covered up to a maximum of \$3,000 every 3 years.	
Home Health Care	N/A	20% coinsurance ( <i>Deductible applies</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Precertification is required.		
Home Infusion Therapy and Supplies	N/A	20% coinsurance ( <i>Deductible waived</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Precertification is required.		
Hospice Care Services	10% coinsurance ( <i>Deductible not applicable</i> )	20% coinsurance ( <i>Deductible applies</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Precertification is required for inpatient care.		
Mental Health and Substance Abuse			
• Inpatient	10% coinsurance ( <i>Deductible not applicable</i> )	20% coinsurance after \$100 co-pay ( <i>Deductible applies</i> )	40% coinsurance after \$750 co-pay ( <i>Deductible applies</i> )
• Partial Hospitalization	10% coinsurance ( <i>Deductible not applicable</i> )	20% coinsurance after \$100 co-pay ( <i>Deductible applies</i> )	40% coinsurance after \$750 co-pay ( <i>Deductible applies</i> )
• Specialty Care Visit	N/A	20% coinsurance ( <i>Deductible waived</i> )	40% coinsurance ( <i>Deductible applies</i> )
• Urgent Care Visit	\$20 co-pay ( <i>Deductible not applicable</i> )	20% coinsurance ( <i>Deductible waived</i> )	40% coinsurance ( <i>Deductible applies</i> )
	Precertification is required for inpatient treatment.		

<b>Benefits and Services</b>	<b>Preferred Network (University Medical Center)</b>	<b>In-Network (Aetna PPO)</b>	<b>Out-of-Network</b>
Occupational Therapy	\$10 co-pay (Deductible not applicable)	\$10 co-pay (Deductible waived)	40% coinsurance (Deductible applies)
Limited to 30 visits per calendar year. Precertification is required after 30 visits. No charge for separate facility fee.			
Orthotics	10% coinsurance (Deductible not applicable)	20% coinsurance (Deductible applies)	40% coinsurance (Deductible applies)
Precertification may be required. Limited to a lifetime maximum of \$500.			
Outpatient Surgery	10% coinsurance (Deductible not applicable)	20% coinsurance (Deductible waived)	40% coinsurance (Deductible applies)
• Physician			
• Facility	N/A	20% coinsurance after \$100 co-pay (Deductible applies)	40% coinsurance after \$300 co-pay (Deductible applies)
Pre-certification may be required.			
Physical Therapy	\$10 co-pay (Deductible not applicable)	\$10 co-pay (Deductible waived)	40% coinsurance (Deductible applies)
Limited to 30 visits per calendar year. Precertification is required after 30 visits. No charge for separate facility fee.			
Pre-Admission Testing	100% covered	100% covered	40% coinsurance (Deductible applies)
Preventive Care	100% covered	100% covered	40% coinsurance (Deductible applies)
Refer to the Covered Medical Expense section for more information.			
Prosthetics	10% coinsurance (Deductible not applicable)	20% coinsurance (Deductible applies)	40% coinsurance (Deductible applies)
Precertification may be required.			
Rehabilitation Care, Inpatient	10% coinsurance (Deductible not applicable)	20% coinsurance after \$100 co-pay (Deductible applies)	40% coinsurance after \$750 co-pay (Deductible applies)
Limited to 60 days per calendar year.			
Skilled Nursing Facility	10% coinsurance (Deductible not applicable)	20% coinsurance after \$100 co-pay (Deductible applies)	40% coinsurance after \$750 co-pay (Deductible applies)
Precertification is required. Limited to 120 days per calendar year.			
Speech Therapy	\$10 co-pay (Deductible not applicable)	\$10 co-pay (Deductible waived)	40% coinsurance (Deductible applies)
Precertification is required. Limited to 30 visits per calendar year. No charge for separate facility fee.			
Temporomandibular Joint Syndrome (TMJ)	10% coinsurance (Deductible not applicable)	20% coinsurance (Deductible applies)	40% coinsurance (Deductible applies)



## SCHEDULE OF PRESCRIPTION DRUG BENEFITS

For information on the Prescription Drug tiers as used herein please visit [www.navitus.com](http://www.navitus.com).

	In-Network	Out-of-Network
<b>Calendar Year Out-of-Pocket Maximum:</b> <ul style="list-style-type: none"> <li>• Per Plan Participant</li> <li>• Per Family</li> </ul>	\$2,000 \$4,000	
<b>Maximum Lifetime Benefit:</b> <i>(except as stated otherwise)</i>	Unlimited	
<b>Retail (30-Day Supply)*</b> <ul style="list-style-type: none"> <li>• Tier 1</li> <li>• Tier 2</li> <li>• Tier 3</li> </ul>	\$9 co-pay  20% coinsurance (\$30 minimum - \$60 maximum per prescription)  30% coinsurance (\$60 minimum - \$120 maximum per prescription)	50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay
<b>Retail (90-Day Supply)*</b> <ul style="list-style-type: none"> <li>• Tier 1</li> <li>• Tier 2</li> <li>• Tier 3</li> </ul>	\$18 co-pay  20% coinsurance (\$60 minimum - \$120 maximum per prescription)  30% coinsurance (\$120 minimum - \$240 maximum per prescription)	50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay
<b>Mail Order (90-Day Supply)*</b> <ul style="list-style-type: none"> <li>• Tier 1</li> <li>• Tier 2</li> <li>• Tier 3</li> </ul>	\$18 co-pay  20% coinsurance (\$60 minimum - \$120 maximum per prescription)  30% coinsurance (\$120 minimum - \$240 maximum per prescription)	50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay  50% of allowable drug cost, then In-Network co-pay
<p>*The US Preventive Task Force has compiled a list of prescription drug benefits that will be covered by this Plan with no cost sharing. Additional information can be found under this provision by visiting: <a href="http://www.healthcare.gov">http://www.healthcare.gov</a>.            Note: It is advised to check this list regularly as it is subject to change without notice.            Note: Prescription drugs may cost less for Medicare retirees if the Medicare benefit coinsurance or copayment is the lesser cost.</p>		

## **CARE MANAGEMENT PROGRAM**

Utilization review is a program designed to help insure that all Plan Participants receive necessary and appropriate health care while avoiding unnecessary expenses.

The Case Management program consists of the following:

- a. Precertification of the Medical Necessity for the following non-Emergency Services before Medical and/or Surgical services are provided:
  1. All Inpatient Admissions, and
  2. Outpatient tests, services and procedures including, but not limited to:
    - a. Diagnostic Radiology - Computed Tomography (CT) , Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Myocardial Perfusion Imaging, Positron Emission Tomography (PET), Cardiac blood pool imaging and cardiac tests including Diagnostic cardiac catheterizations and Stress echocardiograms;
    - b. DME - Seat lifts, TENS, pumps, wheelchairs, power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators;
    - c. Implanted Ear Devices and Replacement Osseo integrated, cochlear or auditory brain stem implant;
    - d. Injectable Medications - Immune globulin, drugs for factor deficiencies, interferon, Rituxan®, some chemotherapeutic agents, botox;
    - e. Erectile Dysfunction - Inflatable and non-inflatable prosthesis surgeries and procedures including removal or replacement, Penile implants - does not include erectile dysfunction drugs;
    - f. Bariatric Surgery - Surgery for weight reduction, Gastrectomy, gastric restrictive procedures, lap sleeve, revision of stomach-bowel fusion;
    - g. Oral pharynx Uvulectomy, LAUP procedures, palatopharyngoplasty (PPP), uvulopalatopharyngoplasty(UPP);
    - h. Orthotics & Prosthetics - Helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remolding orthosis, lower extremity orthosis;
    - i. Outpatient Procedures - (Potentially Cosmetic) Surgeries and procedures that may not be medically necessary - Facial reconstruction, , varicose vein treatment, breast reconstruction or reduction, blepharoplasty, rhinoplasty, Radial Keratotomy, excessive skin removal and mastectomy, and procedures related to pain management;
    - j. Potential Experimental/Investigational - Keratoplasty, total disc arthroplasty, molecular pathology and gene analysis, arthrodesis, external defibrillator, biologic implant and services not approved by the FDA;
    - k. Spinal Procedures Surgeries and procedures of the spine - Allograft/osteopromotive material for spine surgery, osteotomy, percutaneous vertebroplasty, arthrodesis, laminectomy, vertebral corpectomy, destruction by neurolytic agent, laminectomy, facet joint nerve destruction, spinal cord decompression;
    - l. Therapeutic Radiology - Radiology treatment of tumors - Brachytherapy, proton beam therapy, radiotherapy;
    - m. Transplants - Prior authorization of transplants and transplant-related services starting from the outpatient evaluation testing through and including services post-

transplant. For more information please refer to the "Utilization Management At A Glance" document -Adult or pediatric, living or cadaveric donors for heart, heart/lung, intestinal, liver, pancreas, pancreatic islet cell, multivisceral solid organ transplants; preparation for and including allogeneic/autologous hematopoietic/bone marrow transplants;

- b. Retrospective review of the Medical Necessity of the listed services provided on an emergency basis;
- c. Concurrent review, based on the admitting diagnosis, of the listed services requested by the attending Physician; and
- d. Certification of services and planning for discharge from a Medical Care Facility or cessation of medical treatment.

**This is not a complete and inclusive list. This list may change so please contact CareAllies if there is any questions on precertification.**

**Clark County will follow the guidelines for precertification that CareAllies endorses through their comprehensive list.**

The purpose of the program is to determine what is medically appropriate. This program is not designed to be the practice of medicine or to be a substitute for the medical judgment of the attending Physician or other health care provider, however, the fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.

In order to maximize Plan reimbursements, please read the following provisions carefully.

#### **Here's how the program works**

##### ***Precertification***

Before a Plan Participant enters a Medical Care Facility on a non-emergency basis or expects to have outpatient tests and procedures that require precertification, the utilization review administrator will, in conjunction with the attending Physician, certify the care as appropriate for Plan reimbursement. A non-emergency stay in a Medical Care Facility is one that can be scheduled in advance.

The utilization review program is set in motion by you when your physician recommends hospitalization or outpatient tests and procedures that require precertification. You must inform your physician of the Plan's participation in utilization review. Your identification card shows the utilization review administrator's name and phone number for your doctor to call.

Authorization is given by telephone, followed by written confirmation to the patient, the Physician, the hospital and the Plan's Claim Administrator.

If there is an emergency admission to the Medical Care Facility, the patient, patient's family member, Medical Care Facility or attending Physician must contact the utilization review administrator (see ID card) within 48 hours of the first business day after the admission or as soon as possible. This requirement does not apply for obstetrical care or when Medicare is the primary payer with the exception of rental or purchase of durable medical equipment, which still requires prior authorization.

The Utilization Review Organization will comply with the external review process of adverse determinations as outlined in the Nevada Revised Statute.

The utilization review administrator will determine the number of days of Medical Care Facility confinement authorized for payment.

***Failure to obtain inpatient prior authorization will reduce reimbursement received from the Plan.***

If the Plan Participant does not receive prior authorization as explained in this section, the Physician, hospital, and any related services will be reduced to only services that have been prior authorized.

##### ***Example***

If the hospital bill is for 7 inpatient days and the hospitalization was authorized for 4 days, the eligible charges are reduced by 3 days and the Plan will pay benefits on the authorized 4 days.

### **Concurrent review, discharge planning**

Concurrent review of a course of treatment and discharge planning from a Medical Care Facility are parts of the utilization review program. The utilization review administrator will monitor the Plan Participant's Medical Care Facility stay or use of other medical services and coordinate with the attending Physician, Medical Care Facilities and Plan Participant either the scheduled release or an extension of the Medical Care Facility stay or extension or cessation of the use of other medical services.

If the attending Physician feels that it is Medically Necessary for a Plan Participant to receive additional services or to stay in the Medical Care Facility for a greater length of time than has been precertified, the attending Physician must request the additional services or days and receive proper authorization.

### **Preadmission Testing Service**

The Medical Benefits percentage will be at 100% for diagnostic lab tests and x-ray exams performed by the PPO Hospital or contracted hospitals when:

1. performed on an outpatient basis within five days before a Hospital confinement;
2. related to the condition which causes the confinement; and
3. performed in place of tests while Hospital confined.

The major medical deductible (if applicable) will apply for these tests.

### **Case Management**

When a catastrophic condition, such as a spinal cord injury, cancer, AIDS or a premature birth occurs, a person may require long-term, perhaps lifetime care. After the person's condition is diagnosed, he or she might need extensive services or might be able to be moved into another type of care setting—even to his or her home.

Case Management is a program whereby a case manager monitors these patients and explores, discusses and recommends coordinated and/or alternate types of appropriate Medically Necessary care. The case manager consults with the patient, the family and the attending Physician in order to develop a plan of care for approval by the patient's attending Physician and the patient. This plan of care may include some or all of the following:

- personal support to the patient;
- contacting the family to offer assistance and support;
- monitoring Hospital or nursing home care;
- determining alternative care options; and/or
- assisting in obtaining any necessary equipment and services.

### **Case Management occurs in the following situations:**

- The catastrophic Injury or Illness must have occurred while the patient was covered and the Injury or Illness must have been covered under the Plan.
- An alternate benefit will be beneficial to both the patient and the Plan.

The case manager will coordinate and implement the Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan. The Plan Administrator, attending Physician, patient and patient's family must all agree to the alternate treatment plan.

Once agreement has been reached, the Plan Administrator will direct the Plan to reimburse for Medically Necessary expenses as stated in the treatment plan.

Note: Case Management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate.

Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same diagnosis.

## COVERED MEDICAL EXPENSES

Your benefit plan is designed to reimburse you for covered medical expenses you incur for treatment necessary because of an illness or an accident. All expenses must be reasonable and customary in order to be considered for benefit payment. Refer to the Schedule of Benefits for details on Deductibles, Coinsurance, Out-of-Pocket Maximums, and Limitations on benefits.

**Acupuncture** – Services for the insertion of needles into the human body by piercing the skin of the body to control and regulate the flow and balance of energy in the body and to cure any ailment or disease of the mind or body; or any wound, bodily injury or deformity performed by a doctor of acupuncture or doctor of oriental medicine, licensed by the state, practicing under the scope of their state license.

**Ambulance** – Local Medically Necessary professional ground transportation ambulance service (within 100 miles). A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided. In accordance with NRS 689B.047, reimbursement for this service must be made directly to the provider if that provider does not receive reimbursement from any other source.

**Air ambulance** to the nearest facility when treatment of a life threatening condition is required is covered if no emergency ground transportation is available or suitable, and the patient's condition warrants immediate evacuation. Note, members may be subject to balance billing if the air ambulance provider is not contracted with the Plan.

**Amniocentesis** – Prenatal diagnostic study to detect genetic and biochemical abnormalities, maternal-fetal blood incompatibility subject to approval by the utilization review organization for medical necessity.

**Autism Spectrum Disorder** – Covered charges include medically necessary services that are generally recognized and accepted procedures for screening, diagnosing and treating Autism Spectrum Disorders for children under the age of 18 or, if enrolled in high school, until such Member reaches the age of 22. Covered Services must be provided by a duly licensed physician, psychologist or Behavior Analyst (including an Assistant Behavior Analyst and/or Certified Autism Behavior Interventionist).

Covered Services for the treatment of Autism Spectrum Disorder do not include services provided by:

- An early intervention agency or school for services delivered through early intervention, or
- School services.

The following terms apply to the coverage for Autism:

- *“Applied behavior analysis”* means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement and functional analysis of the relations between environment and behavior.
- *“Autism spectrum disorders”* means a neurobiological medical condition including, without limitation, Autistic Disorder, Asperger's Disorder and Pervasive Development Disorder Not Otherwise Specified.
- *“Behavioral therapy”* means any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.
- *“Certified autism behavior interventionist”* means a person who is certified as an autism behavior interventionist by the Board of Psychological Examiners and who provides behavior therapy under the supervision of:
  - (1) A licensed psychologist;
  - (2) A licensed behavior analyst; or
  - (3) A licensed assistant behavior analyst.
- *“Evidence-based research”* means research that applies rigorous, systematic and objective procedures to obtain valid knowledge relevant to autism spectrum disorders.
- *“Habilitative or rehabilitative care”* means counseling, guidance and professional services and treatment programs, including, without limitation, applied behavior analysis, that are necessary to develop, maintain and

restore, to the maximum extent practicable, the functioning of a person.

- “*Licensed assistant behavior analyst*” means a person who holds current certification or meets the standards to be certified as a board certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization, who is licensed as an assistant behavior analyst by the Board of Psychological Examiners and who provides behavior therapy under the supervision of a licensed behavior analyst or psychologist.
- “*Licensed behavior analyst*” means a person who holds current certification or meets the standards to be certified as a board certified behavior analyst or a board certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization and who is licensed as a behavior analyst by the Board of Psychological Examiners.
- “*Prescription care*” means medications prescribed by a licensed physician and any health-related services deemed medically necessary to determine the need or effectiveness of the medications.
- “*Psychiatric care*” means direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices.
- “*Psychological care*” means direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices.
- “*Screening for autism spectrum disorders*” means all medically appropriate assessments, evaluations or tests to diagnose whether a person has an autism spectrum disorder.
- “*Therapeutic care*” means services provided by licensed or certified speech pathologists, occupational therapists and physical therapists.
- “*Treatment plan*” means a plan to treat an autism spectrum disorder that is prescribed by a licensed physician or licensed psychologist and may be developed pursuant to a comprehensive evaluation in coordination with a licensed behavior analyst.

**Bariatric Surgery.** Surgical intervention to alter the path of digestion or the volume of food intake in order to surgically reduce the member’s caloric intake, to include but not limited to, restrictive procedures such as gastric banding or gastric stapling; mal-absorptive procedures such as biliopancreatic diversion; combination restrictive/mal-absorptive procedures such as gastric bypass (Roux-en-Y).

Coverage of this type of surgery shall be limited to one per member’s lifetime and remains subject to all other Plan provisions.

**BRCA1 & BRCA2** Genetic tests for individuals already diagnosed with breast and/or ovarian cancer where results may affect the course of treatment.

**Breast Reconstruction Following Mastectomy** – In accordance with The Women’s Health and Cancer Rights Act of 1998, the following coverage is offered to a Plan Participant who elects the following services in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance; and
- Coverage for prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

**Cardiac Rehabilitation** – As deemed medically necessary provided services are rendered (1) Under the supervision of a physician; (2) In connection with a myocardial infarction, coronary occlusion or coronary bypass surgery; (3) Initiated within 12 weeks after other treatment for the medical condition ends; and (4) In a Medical care facility as defined by the Plan.

**Chemotherapy** – The use of chemical agents in the treatment or control of disease. High dose chemotherapy in connection with a non-covered transplant procedure is not a covered expense.

#### *Oncology Program*

This provision describes a specialty case management program designed for certain aspects of care received by cancer patients who are beneficiaries under the Plan.

Your Plan has entered into an arrangement with American Health Holding, a company specializing in oncology case management, to assist you and your oncologist during the course of cancer treatment when administered either in an outpatient setting (e.g., in the physician's office or other covered outpatient setting) or an inpatient setting. The program applies to the plan of treatment for all cancer types and stages and begins with a treatment planning phase (including drug and/or radiation treatment) and continues through active treatment and transitional care.

A Registered Nurse will be assigned to you and will contact you to provide support, education, and answer any questions you might have about your disease and your treatment plan and will remain in contact with you and your oncologist for the duration of your cancer journey.

Unless your oncologist has entered into an agreement with HealthSCOPE Benefits to accept other reimbursement rates, the payment for all drugs used in the treatment of cancer will be limited to the rate of Average Sales Price plus 10%. Average Sales Price is the price calculated by pharmaceutical manufacturers and submitted to the Centers for Medicare and Medicaid Services (CMS) on a quarterly basis.

**Chiropractic Care** – skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

**Clinical Trials** – Routine costs to include drugs and devices for a Plan Participant who satisfies the requirements as a “*Qualified Individual*” in an “*Approved Clinical Trial*”.

A *Qualified Individual* is defined as an individual who is enrolled or participating in a health plan coverage and who is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or another life-threatening disease or condition. To be a qualified individual, there is an additional requirement that a determination be made that the individual's participation in the approved clinical trial is appropriate to treat the disease or condition. That determination can be made based on the referring health care professional's conclusion or based on the provision of medical and scientific information of the individual.

*Routine Costs* as defined for purposes of these new federal requirements, with some important exceptions, generally include all items and services consistent with the coverage provided under the plan (or coverage) for a qualified individual (ex. for treatment of cancer or another life-threatening disease or condition) who is not enrolled in a clinical trial. However, costs associated with the following are excluded from that definition, and the plan or issuer is not required under federal law to pay for the following:

- The cost of the investigational item, device or service.
- The cost of items and services provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management.
- The cost for a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

*Approved Clinical Trial* is defined in the statute as a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is one of the following:

- A federally funded or approved trial.
- A clinical trial conducted under an FDA investigational new drug application.
- A drug trial that is exempt from the requirement of an FDA investigational new drug application.

With respect to an individual's right to select providers, a plan or issuer may require the individual to participate in the approved clinical trial through a participating provider if the provider will accept the individual as a participant in the trial.

**Dental Injury** – Charges for injury to or care of the mouth, teeth, gums and alveolar processes will be covered charges under Medical Benefits only if that care is for the following oral surgical and dental procedures:

- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.

- Emergency repair due to Injury to sound natural teeth. This repair must be made within 12 months from the date of an accident.
- Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth.
- Excision of benign bony growths of the jaw and hard palate.
- External incision and drainage of cellulitis.
- Incision of sensory sinuses, salivary glands or ducts.
- Removal of impacted teeth. (Only covered under medical when dental benefits exhausted.)
- Dental services when need for such service is directly related to another medical condition for which treatment is covered under the Plan. This coverage becomes effective only after the member has exhausted benefits available under the Dental Services portion of the Plan, and is limited to those services excluding dental implants. Medical documentation must be provided indicating medical condition warranting the necessity of such dental services, and approved by the utilization review organization. Cosmetic dental services are not a covered expense.

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

**Diabetic Education/Training** – The diabetic training and education provided after the member is initially diagnosed with diabetes, which is medically necessary for the care and management of diabetes, including, without limitation, counseling in nutrition and the proper use of equipment and supplies for the treatment of diabetes. Also, the training and education which is medically necessary as a result of a subsequent diagnosis that indicates a significant change in the symptoms or condition of the member which requires modification of the program of self-management of diabetes.

**Diagnostic Services** – Diagnostic laboratory and x-ray expense, including charges for electrocardiograms, electroencephalograms, pneumoencephalograms, basal metabolism tests, or similar diagnostic tests generally approved by physicians throughout the United States. This benefit includes professional fees from a physician, as well as facility charges for diagnostic services.

**Dialysis** – Charges for dialysis therapy when used for treatment of an illness or injury and rendered in accordance with a physician's written treatment plan. Dialysis equipment rental, supplies, upkeep and the training of the covered individual, or the technician who attends him, to operate the equipment.

**Durable Medical Equipment** – Rental and fitting of durable basic (i.e. non luxury) medical equipment (but not to exceed the purchase price) or purchase of such equipment where only purchase is permitted or where purchase is more cost-effective due to a long-term need for the equipment. Such equipment must be prescribed by a Physician and required for therapeutic use in treatment of an active Illness or Accidental Injury. Durable medical equipment includes such items as braces, crutches, wheelchairs, hospital beds, traction apparatus, head halters, cervical collars, oxygen and dialysis equipment, seat lifts, TENS, pumps, power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators, etc.

- *Brace Replacements.* Unless there is sufficient change in the Plan Participant's physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.

- *Breastfeeding Support and Supplies*

Breast pumps purchased through a contracted Durable Medical Equipment supplier will be processed under the Preventive benefit with no cost-sharing. Breast pumps purchased from a retail outlet (i.e. Babies"R"Us) will be reimbursed as an Out-of-Network benefit.

**Eye Correction Surgery** – Radial Keratotomy or other eye surgery to correct near-sightedness when visual acuity could not have been corrected to 20/50 with eyeglasses or contact lenses prior to surgery. Procedure must be performed by an ophthalmologist.

**Family Planning** – Charges including medical history, physical examination, related laboratory tests, medical supervision in accordance with generally accepted medical practice, information and counseling on contraception, and after appropriate counseling, medical services connected with surgical therapies, including vasectomy and tubal ligation. Food and Drug Administration approved contraceptive methods, sterilization procedures and patient education and counseling as prescribed by a health care provider for women with reproductive capacity (not including abortifacient drugs) will be covered by the plan with no network cost sharing to the member.



**Gender Reassignment** – Charges for services related to gender reassignment will be covered in accordance with medical necessity guidelines. Benefits include pre- and post-surgical hormone therapy but does not include any cosmetic surgery. *A candidate for gender reassignment must be 18 years of age or older, been confirmed with gender dysphoria, and actively participating in a recognized gender identity treatment program. Gender reassignment will be limited to one change per lifetime.*

*There is no coverage for the reversal of gender reassignment, cosmetic surgery or travel costs.*

**Hearing Aids and Exams** – Charges for services or supplies in connection with hearing aids including the fitting and repair of hearing aids. Charges are covered up to a maximum of \$3,000 every 3 years.

**Home Health Care** – These are the charges made by a home health care agency, for the following services and supplies furnished to a member in his/her home in accordance with a home health care plan. The home health care must have been established in lieu of hospital or skilled nursing facility confinement.

- Part-time or intermittent nursing care by a registered graduate nurse (R.N.) or by a licensed practical nurse (L.P.N.), if the services of a registered graduate nurse (R.N.) are not available.
- Part-time or intermittent home health aide services which consist primarily of caring for the patient.
- Physical therapy, occupational therapy, respiratory therapy,
- Speech Therapy – only to restore or rehabilitate speech loss
- Medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that such charges would have been covered if the family member had remained in the hospital.

Each visit by a registered graduate nurse (R.N.) or licensed practical nurse (L.P.N.) to provide nursing care, by a therapist to provide physical, occupational, or speech therapy, and each visit of up to four hours of home health aide services shall be considered as one home health care visit.

#### Limitations

Home health care expenses will not be included as covered medical expenses if they are for:

- Services or supplies not specified in the home health care plan;
- Services of a member of your family, your spouse/grandfathered domestic partner's family, or your household;
- Services of any social worker;
- Transportation services.

**Hospice Care** – Hospice care of a Plan Participant with a terminal prognosis (life expectancy of 6 months or less) who has been admitted to a formal program of Hospice care. Eligible expenses include Hospice charges for:

- Hospice facility services and supplies rendered on an inpatient basis;
- Nursing care by a registered graduate nurse, a licensed practical nurse, a vocational nurse or a public health nurse whom is under the direct supervision of a registered nurse;
- Medical supplies, including drugs and biologicals and the use of medical appliances;
- Physician services; and
- Services, supplies and treatments deemed medically necessary and ordered by a Physician.

**Hospital Services** – Inpatient and outpatient hospital expenses will be eligible for coverage if they are determined to be medically necessary and appropriate for the proper treatment of the Plan Participant's condition. Inpatient hospital stays will be payable according to the average semi-private room rate. After 23 observation hours, a confinement will be considered an inpatient confinement. *Private room* allowance is the average semi-private room charge or 90% of the lowest charge by the facility for private rooms in a facility that does not provide any semi-private accommodations, unless it is deemed medically necessary. Also covered under hospital services are:

- *Ambulatory Surgical Center* – Services and supplies provided by an ambulatory surgical center in connection with a covered outpatient surgery.
- *Birthing Center* – Services and supplies provided by a birthing center in connection with a covered pregnancy.
- *Blood* – Charges for whole blood or blood plasma, administration of blood, blood processing and materials and supplies of technicians. If the patient donates his own blood for himself prior to surgery the Plan will pay up to the

reasonable and customary amount for processing as if the blood was donated from a donor. *Please note that the cost for blood or plasma replaced by or for the patient is not reimbursed under the Plan.*

- *Diagnostic X-ray and Laboratory* – Facility fees for diagnostic x-ray and laboratory examinations.
- *Emergency Medical Care* – The initial treatment of an Emergency Medical Condition as defined herein with acute symptoms of sufficient severity to require immediate medical attention. Outpatient Emergency Services and supplies to treat injuries caused by an accident. Please note: **Emergency Room treatment of a condition that does not meet the definition of Emergency Medical Condition is not covered and charges will be the Participant's responsibility.**
- *Intensive Care Unit* – Hospital charges for intensive care accommodation.
- *Medical Care or Supplies* – Special hospital charges for inpatient medical care or supplies received during any period room and board charges are made. This does not include personal supplies or convenience items such as slippers, toothbrushes, guest trays, etc.
- *Pre-Admission Testing* – Outpatient tests and studies required for your scheduled admission to a hospital. Pre-admission testing must be done within 5 days before a pre-scheduled hospital confinement and be related to the condition which causes the confinement.
- *Medicine* – Medicines which are dispensed and administered to a Plan Participant during an Inpatient confinement.

**Inpatient Medical Rehabilitation Care** – The inpatient rehabilitation services in a licensed acute care hospital rehabilitation unit, or skilled nursing facility for short term, active, progressive rehabilitation services that cannot be provided in an outpatient or home setting. Maximum of 60 days in a calendar year.

**Maternity and Newborn Care** – Maternity expenses are covered to the same extent as any other illness. Coverage will NOT include expenses incurred by a surrogate mother, who is not a Plan Participant. Maternity expenses are available to a dependent child up through and including delivery. Hospital nursery services and a physician's exam provided during the birth confinement to a covered well newborn child, including a PKU test and circumcision. Breast pumps will be covered under the Health Care Reform Mandated Preventive Services benefit level and are limited to one per pregnancy.

*Newborns' and Mothers' Health Protection Act*

In compliance with the Newborns' and Mothers' Health Protection Act, group health plans and health insurance issuers generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay less than 48 hours (or 96 hours).

**Medical Supplies** – Disposable medical supplies such as casts, splints, trusses, surgical dressings, colostomy bags and related supplies, and catheters.

**Mental Health** – For Plan purposes, shall mean any disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources, except for those conditions that are expressly excluded in the list of *Medical Limitations and Exclusions* Section. All licensed Mental Health Providers such as Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any practitioner of the healing arts licensed and regulated by a State or Federal agency acting within the scope of their license may bill the plan for covered mental health services. *No benefits will be provided for residential treatment facilities.*

**Midwife** – Services of a registered nurse midwife when provided in conjunction with a covered pregnancy.

**Occupational Therapy** – Therapy provided under the direction of a physician and by a certified occupational therapist, utilizing arts, crafts or specific training in daily living skills, to improve and maintain a patient's ability to function. Additional visits subject to review for medical necessity. Covered expenses do not include recreational programs, maintenance therapy, or supplies used in occupational therapy.

**Organ Transplants** – Expenses incurred by a Plan Participant who is the recipient of a human organ or tissue transplant which is not experimental or investigational in nature. There is no coverage under the Plan for charges or services incurred in obtaining donor organs if such charges or services are covered under any group or individual coverage of the donor. The transplant must be performed at a Plan designated or contracted organ transplant facility to receive the maximum benefits.

**Orthotics** -custom molded devices for the feet.

**Partial Hospitalization** – Partial hospitalization must be a medically necessary alternative to inpatient hospitalization for mental health treatment or substance abuse treatment. This service is designed for patients who do not require 24-hour care, but who would benefit from more intensive treatment than ordinarily offered on an outpatient basis, and are subject to the same limitations and conditions as mental health or substance abuse treatment.

**Physical Therapy** – Professional services of a licensed physical therapist, when specifically prescribed by a physician or surgeon as to type, frequency, and duration, but only to the extent that the therapy is for improvement of bodily function. Additional visits subject to review for medical necessity.

**Physician Services** – Medical and surgical treatment by a physician (M.D. or D.O.) including office, home or hospital visits, and consultations. Also includes Radiologists, Pathologists and other licensed medical professionals.

- *Allergy Testing and Treatment* – Including coverage for allergy injections.
- *Hospital Visits* – Physician consultation services during your hospital confinement and expenses for inpatient visits by a physician.
- *Office Visits* – Covered services for office visits include expenses for most services and supplies provided in the physician office.

**Preventive Care** – The Plan will provide preventive health care services mandated through the ACA legislation include Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).

See <https://www.hhs.gov/healthcare/about-the-aca/preventive-care/index.html> or <https://www.uspreventiveservicestaskforce.org/> for more details.

**Important Note:** The Preventive Care services identified through this link are recommended services, not mandated services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered;

**Preventive and Wellness Services for Adults and Children** – In compliance with section (2713) of the Affordable Care Act, benefits are available for evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved. With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

A description of Preventive and Wellness Services can be found at:  
<https://www.healthcare.gov/preventive-care-benefits/>.

**Women’s Preventive Services** – With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration not otherwise addressed by the recommendations of the United States Preventive Service Task Force, which will be commonly known as HRSA’s Women’s Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women’s services to the list of mandatory preventive services:

- a. Well-woman visits;
- b. Gestational diabetes screening;

- c. HPV DNA testing;
- d. Sexually transmitted infection counseling;
- e. HIV screening and counseling;
- f. FDA-approved contraception methods and contraceptive counseling;
- g. Breastfeeding support, supplies and counseling; and
- h. Domestic violence screening and counseling.

A description of Women's Preventive Services can be found at: <http://www.hrsa.gov/womensguidelines/> or at <https://www.healthcare.gov/preventive-care-benefits/>.

For information about breastfeeding support and supplies, including breast pumps, please contact the customer service number on the back of the member ID card. Breast pumps purchased from a retail outlet (i.e. Babies"R"Us) will be reimbursed as an Out-of-Network benefit.

**Private Duty Nursing Care** – The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.). Covered charges for this service will be included to this extent:

- *Inpatient Nursing Care* – Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is full or the Hospital has no Intensive Care Unit.
- *Outpatient Nursing Care* – Charges are covered only when care is Medically Necessary and not Custodial in nature. The only charges covered for Outpatient nursing care are those outlined under Home Health Care. Outpatient private duty nursing care on a shift-basis is not covered.

**Prosthetics** – Artificial limbs, eyes or other prosthetic appliances required to replace natural limbs, eyes or other body parts, devices that support or correct the function of a limb or the torso while a person is covered by the Plan. May also include helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remolding orthosis, and lower extremity orthosis, and knee braces. Prosthetic devices necessitated by a functional birth defect in a covered Dependent child.

- *Brace Replacements*. Unless there is sufficient change in the Plan Participant's physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.

**Radiation Therapy** – Care and services for radium and radioactive isotope therapy.

**Respiratory Therapy** – Professional services of a licensed respiratory therapist, when specifically prescribed by a physician or surgeon as to type and duration, but only to the extent that the therapy is for improvement of respiratory function.

**Screenings Due to Possible Exposure** - The Southern Nevada Health District has determined that unsafe medical practices have been occurring at several Las Vegas-area medical clinics; and those unsafe medical practices identified by the Southern Nevada Health District may have exposed Plan Participants to hepatitis B, hepatitis C, and HIV. Plan participants who had potential exposure to hepatitis B, hepatitis C, and HIV, due to unsafe medical practices in Las Vegas area medical clinics, and who have received written notification from the Southern Nevada Health District recommending laboratory screening for the participant, or meet other eligibility requirements, shall be eligible for laboratory screenings for these three tests. Eligibility requirements will be determined by the Plan Administrator. Testing will be subject to all Plan provisions.

**Second Surgical Opinion** – A second surgical opinion consultation following a surgeon's recommendation for surgery. The Physician rendering the second opinion regarding the Medical Necessity of a proposed surgery must be qualified to render such a service, either through experience, specialist training or education, or similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery.

A third opinion consultation will also be covered if the second opinion obtained does not concur with the first Physician's recommendation. This third Physician must be qualified to render such a service and must not be affiliated in any way with the Physician who will be performing the actual surgery.

**Skilled Nursing Facility** – Benefits are provided for Semi-Private room and board and ancillary supplies that are provided by a skilled nursing facility, but only when:

- Confinement is for the same condition causing the preceding confinement;

- Admission to the skilled nursing facility occurs within fifteen (15) days following discharge from an accredited hospital of a confinement of at least 3 days where services were rendered for the same or related conditions;
- The attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and,
- The attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

**Sleep Disorders** – Care and treatment for sleep disorders when deemed Medically Necessary.

**Smoking Cessation** – Care and treatment for smoking cessation programs as determined by The Department of Health and Human Services (HHS). Additional information can be found by visiting <http://www.healthcare.gov>. Note: It is advised to check this list regularly as it is subject to change without notice.

**Speech Therapy** – Speech therapy by a qualified speech therapist, other than a close relative, to restore or rehabilitate any speech loss or impairment caused by injury or illness, (except a mental, psychoneurotic or personality disorder) or by surgery for that injury or illness, and includes speech therapy undertaken for correction of physical bodily function, i.e. swallowing. Speech therapy undertaken for correction of stuttering is not an eligible charge. In the case of congenital defect, expenses will be considered only if incurred after corrective surgery for the defect. Additional visits subject to review for medical necessity.

**Substance Abuse** – For Plan purposes substance abuse is physical and/or emotional dependence on drugs, narcotics, alcohol or other addictive substances to a debilitating degree. It does NOT include tobacco dependence or dependence on ordinary drinks containing caffeine. Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any other practitioner of the healing arts licensed and regulated by a State or Federal Agency may bill the Plan directly.

All licensed mental health providers acting within the scope of their license may bill the plan for covered substance abuse services. *No benefits will be provided for charges from any residential treatment facilities.*

**Surgical Services** – The following services you receive from a professional provider will be considered eligible expenses:

- *Anesthesia* – Anesthetics and services of a Physician or registered nurse anesthetist for the administration of anesthesia.
- *Assistant Surgeon* – the services of an assistant surgeon not to exceed 20% of the reasonable and customary charge of the primary surgeon.
- *Multiple Surgical Procedures* - Charges for **multiple surgical procedures** will be a covered expense subject to the following provisions:
  - If two or more surgical procedures are performed during the same session through the same incision, natural body orifice or operative field, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for each of the additional procedures performed, unless the provider agreement states otherwise;
  - If two or more surgical procedures are performed during the same session through different incisions, natural body orifices or operative fields, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for all other procedures performed, unless the provider agreement states otherwise;
  - EXCEPTION to subsections (i) and (ii) – Any procedure that includes the current procedural terminology (CPT) descriptive wording of “list separately in addition to the code for the primary procedure” will be allowed at 100%;
  - If multiple unrelated surgical procedures are performed by 2 or more surgeons on separate operative fields, benefits will be based on the contracted allowable or Reasonable and Customary Charge for each surgeon’s primary procedure and limited in total to 150% of the combined total; and
  - If an assistant surgeon is required, the assistant surgeon’s covered charge will not exceed 20% of the surgeon’s Reasonable and Customary allowance.
- *Surgical Dressings* – Expenses related to surgical dressings, splints, casts and other devices used in the reduction of fractures and dislocations.

**Temporomandibular Joint (TMJ) Syndrome** – The treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular

joint. Care and treatment shall include, but is not limited to physical therapy. Any appliance that is attached to or rests on the teeth and orthodontic services is covered under the Dental plan. *This does not include orthognathicsurgery.*

**Urgent Care** – illness or injury that does not appear to be life threatening, but still requires care within 24 hours. Some examples include: fever or flu, cough, cold, rash, infections, sprain, strains, vomiting, diarrhea, minor broken bones (i.e., toes or fingers).

**Wellness Benefit:** The Plan provides a wellness benefit up to \$200.00 per calendar year for the following routine services for each covered employee/retiree and covered spouse, and covered dependent child through age 26 .This benefit may not be accumulated from year to year, if the benefit is not used each year. To receive reimbursement, Plan Participants must complete a Wellness Benefit Designation Form with substantiation in order to receive this benefit. For the submission of medications for smoking cessation or weight loss, the medication must be recognized and approved by the FDA for the treatment of smoking cessation or weight loss; receipts must be from a pharmacy and include the name of the drug, patient's name, date dispensed, and amount of purchase. The wellness benefit does NOT cover Deductibles, co-payments, coinsurance, or any amount over the Reasonable and Customary amount as determined by the Plan.

1. Check-ups (including routine physical examination, laboratory tests and x-rays) or immunizations not covered under the Preventive and Wellness Services as specified by the Affordable Care Act
2. Eyeglasses or contact lenses (not covered by vision plan; a copy of the EyeMed denial form and/or explanation of benefits MUST be attached to the claim form)
3. Minor outpatient surgical procedures
4. Programs to stop smoking as approved by a physician
5. Weight loss program as approved or prescribed by a physician

## MEDICAL EXCLUSIONS AND LIMITATIONS

No payment will be made under any provision of this Plan for expenses incurred by a Plan Participant for:

**Administrative Fees** – Expenses for missed appointments, completion of claim forms or provided medical information to determine coverage, and/or charges for telephone consultations.

**Auto Accidents** – For expenses in connection with an injury arising out of or relating to an accident involving the maintenance or use of a motor vehicle. This exclusion shall apply to those expenses up to the minimum amount required by law in the state of residence for any injury arising out of an accident of the type for which benefits are or would be payable under automobile insurance, regardless of whether or not automobile insurance is in force and regardless of any benefit limits under such insurance.

**Biofeedback** – Biofeedback, recreational, or educational therapy, or other forms of self-care or self-help training or any related diagnostic testing except as provided under the Autism Spectrum Disorder.

**Complications of non-covered treatments** – Care, services or treatment required as a result of complications from a treatment not covered under the Plan.

**Cosmetic Surgery** – Any surgery, service, drug or supply designed to improve the appearance of an individual by alteration characteristic which is within the broad range of normal but which may be considered unpleasing or unsightly, except when:

- Necessitated by a non-occupational accidental injury, disease, or infection which occurs and is treated while the patient is covered by the Plan.
- Surgery is performed to reconstruct a prior mastectomy, which was medically necessary; Necessary to correct a congenital abnormality in a child.
- 

**Counseling** – Expenses for religious, marital, family or relationship counseling.

**Court-Ordered Care** – Any care, confinement or treatment of a Plan Participant in a public or private institution as the result of a court order.

**Custodial Care** – Care or confinement primarily for the purpose of meeting personal needs which could be rendered at home or by person without professional skills or training. Any type of maintenance care which is not reasonably expected to improve the patient's condition, except as may be included as part of a formal Hospice care program.

**Digital Breast Tomosynthesis (3D Mammography)** – Services for digital breast tomosynthesis (3D Mammography).

**Educational or Vocational Testing** – Services for educational or recreational therapy; vocational testing or training; learning disabilities; behavior modification therapy; any form of non-medical self-care or self-help training, including any related diagnostic testing; music therapy; health club memberships; aquatic or pool therapies. Charges incurred for special education or training for learning disorders.

Any expense related to the services performed by a physician or other professional provider enrolled in an education or training program when such services are related to the education or training program.

**Employees of Covered Facilities** – Professional services billed by a physician or nurse who is an employee of a clinic, hospital or skilled nursing facility and paid by the facility for the services that they provide.

**Excess Charges** – The part of an expense for care and treatment of an injury or illness that is in excess of the reasonable and customary charge.

**Excess Skin Removal following Bariatric Surgery** – The removal of excess skin following bariatric surgery.

**Exercise Program** – Exercise programs, equipment or supplies made or used for physical fitness, athletic training, or general health upkeep.

**Experimental or Investigational** – Charges for Experimental or Investigational services, treatments, supplies or drugs which have not been approved by the United States Food and Drug Administration. *The Affordable Care Act (ACA) along with Section 2709 of the Public Health Service Act (PHSA) limits what treatment may be considered experimental and/or investigational. Refer to Clinical Trials in the Covered Medical Expenses section for more information.*

**Eye Care** – Radial keratotomy or other eye surgery to correct near-sightedness (except as provided elsewhere in the Plan). Also, routine eye examinations, including refractive errors, lenses for the eyes and exams for their fitting. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages.

**Foot Care** – Expenses for routine or cosmetic foot care, such as corns, calluses, flat foot conditions, supportive devices for the foot (except custom foot orthotics as specified in the *Covered Medical Expenses* section), treatment of subluxations of the foot (except capsular or bone surgery), toe nails (except surgery for ingrown nails), fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet. Orthopedic shoes are not covered (except when permanently attached to braces).

**Foreign Travel** – Care, treatment or supplies out of the United States if travel is for the sole purpose of obtaining medical services.

**Genetic Testing and Counseling** – Unless required as part of the prior authorization process to dispense pharmaceuticals or as required by the Food and Drug Administration, expenses for genetic testing and counseling, are excluded unless otherwise indicated in this document as a covered expense.

**Government Coverage** – Care, treatment or supplies furnished by a program or agency funded by any government for which the Plan Participant is not liable for payment. This does not apply to covered expenses rendered by a United States Veteran's Administration Hospital when services are provided for a non-service related illness or injury, Medicaid or when otherwise prohibited by law.

**Hair Loss** – Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a physician.

**Holistic or Homeopathic Medicine** – Services, supplies or accommodations provided in connection with holistic or homeopathic treatment, including drugs.

**Hypnosis** – Services, supplies or treatment related to the use of hypnosis.

**Illegal Acts** – Charges for an injury or illness caused wholly, partially, directly or indirectly by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. In compliance with the Health Insurance Portability and Accountability Act, if an injury results from a medical condition or act of domestic violence, the plan will not deny benefits for the injury. A medical condition includes both physical and mental illnesses.

**Immunizations.** Expenses for the administration of a vaccine to provide immunity and resistance to certain diseases, except as otherwise provided in this document.

**Infertility Treatment** – Expenses for the promotion of conception including, but not limited to artificial insemination, in vitro fertilization, GIFT (Gamete Intra Fallopian Transfer), fertility studies, sterility studies, non-surgical procedures and related treatment. However, charges for testing to determine the diagnosis of infertility are covered.

**Maintenance Care** – Services or supplies that cannot reasonably be expected to lessen the patient's disability or to enable him to live outside of an institution.

**No Charge** – Charges for which the Plan Participant and/or the Plan are not legally required to pay, including charges, which would not have been made if no coverage existed. This exclusion is subject to the right, if any, of the United States Government to recover reasonable and customary charges for care provided in a military or veterans' hospital.



**No Fault Auto Accidents** – Expenses incurred for the treatment of injuries resulting from a motor vehicle accident to the extent such expenses are eligible for payment under the personal injury protection or compulsory medical payments provisions of a motor vehicle insurance contract or under similar provisions of a motor vehicle insurance contract required by any federal or state no-fault motor vehicle insurance law. This exclusion applies whether or not a proper and timely claim for payment is made under the motor insurance contract.

**No Obligation to Pay** – Expenses for services that are furnished under conditions, which the Plan Participant has no legal obligation to pay. This exclusion will not apply to eligible expenses that may be covered by state Medicaid coverage where federal law requires the employer's plan to be primary.

**No Physician Recommendation** – Care, treatment, services or supplies not recommended, prescribed, performed or approved by a legally qualified physician; or treatment, services or supplies when the Plan Participant is not under the regular care of a physician. Regular care means ongoing medical supervision or treatment that is appropriate care for the injury or illness.

**Non-Emergency Hospital Admissions** – Care and treatment billed by a Hospital for non-Medical Emergency admissions. This does not apply if surgery is performed within 24 hours of admission.

**Not Medically Necessary** – Charges, which are determined not to be medically necessary.

**Not Specified as Covered** – Services, treatments and supplies that are not specified as covered under this Plan.

**Obesity** – Services, supplies for anorexians, obesity or weight, except when provided for treatment of morbid obesity or as required under the preventive care benefit.

**Occupational and/or Work Related** – Any condition for which the Plan participant has or had a right to compensation under any Workers' Compensation or occupational disease law or any other legislation of similar purpose, or is otherwise deemed by Statute to be care or treatment compensable under the Nevada Industrial Insurance Act commencing at NRS Chapter et seq.

However, if the Plan provides benefits for any such condition, the Plan Administrator will be entitled to establish a lien upon such other benefits up to the amount paid.

**Orthognathic Surgery** – The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.

**Penalties** – For a charge refused by another Plan as a penalty assessed due to non-compliance with that Plan's rules and regulations.

**Personal Comfort Items** – Personal care or comfort items, such as, but not limited to, barber/beautician services, radio, television, and telephone services, guest meals, guest cots, rental of humidifiers, massage equipment, air conditioners, air-purification units, electric heating units, orthopedic mattresses, nonprescription drugs and medicines, elastic bandages or stockings, and first-aid supplies and non-hospital adjustable beds. Expenses for personal hygiene and convenience items considered personal comfort items are excluded from Plan coverage.

**Plan design excludes.** Charges excluded by the Plan design as mentioned in this document.

**Postage** – Any postage, shipping, or handling charges, which may occur in the transmittal of information.

**Prophylactic Services** – Surgical services or treatment performed for the purpose of avoiding the risk of an illness, disease, physical or mental disorder or condition based on genetic information or genetic testing  
Prophylactic mastectomy performed on individuals who have tested positive for the BRCA 1 or BRCA 2 mutations, and have positive findings of malignancy in one breast, will be covered.

**Relative Providing Services** – Charges for treatment or services of physicians, nurses, chiropractors, physiotherapists, or other practitioners, who live in your home and/or if the provider of service is the employee, employee's spouse/grandfathered domestic partner, child, brother, sister or parent, whether the relationship is by blood or exists in law.

**Replacement Prosthetic Devices/Braces** – Replacement of braces of the leg, arm, back, neck or artificial arms or legs, unless there is sufficient change in the Plan Participant’s physical condition to make the original device no longer functional.

**Residential Treatment Center** – a live-in health care facility providing therapy for substance abuse, mental illness, or other behavioral problems.

**Routine Care** – Charges for the examinations, subsequent diagnostic testing, or corresponding forms including, but not limited to the following: premarital exams; physicals for college, camp, sports or travel; examinations for insurance, licensing or employment. Immunizations and inoculations are also excluded, except where specifically covered by the Plan.

**Services Before or After Coverage** – Charges for services and/or supplies provided before the effective date of coverage under the Plan, or provided after termination of coverage under the Plan.

**Sexual Dysfunction** – Expenses for services, supplies or drugs related to sexual dysfunction not related to organic disease; sex therapy.

**Sleep Disorders** – Care and treatment for sleep disorders unless deemed medically necessary.

**Surgical Sterilization Reversal** – Care and treatment for the reversal of an elective surgical sterilization.

**Third Party Liabilities** – Any expenses caused by a third party when payment for such expenses has been paid (or will be paid) by the third party or the third party’s insurance company (Please refer to the Coordination of Benefits and Subrogation sections).

**Travel or Accommodations** – Charges for travel or accommodations, whether or not recommended by a physician, except for ambulance charges as defined as a covered expense.

**Vitamins or Dietary Supplements** – Prescription or non-prescription organic substances used for nutritional purposes other than pre-natal vitamins by prescription only.

**War** – Treatment of injury or illness that is occasioned by insurrection of war or any act of war, whether declared or undeclared.

## PRESCRIPTION DRUG EXPENSE BENEFIT

Clark County Self-Funded Group Medical and Dental Benefits Plan provides a Prescription Drug Plan. The Plan has contracted with a Pharmacy Benefit Manager to provide a comprehensive preferred formulary pharmacy benefit program. Coverage is provided only for those preferred formulary medications approved by the U.S. Food and Drug Administration (FDA) as requiring a prescription and FDA approved for the condition, dose, duration and frequency as prescribed by a Physician. The Plan Participant is responsible for the applicable co-payment when the card is presented in the drugstore.

### Retail Co-payment

The retail co-payment is applied to each covered formulary prescription drug charge, which is shown in the Schedule of Benefits. The co-payment amount is not a covered charge under the Medical Plan, but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Formulary prescription coverage is available at any in-network retail pharmacy. The location of the in-network pharmacies is available through the Pharmacy Benefit Manager. Any one prescription is limited to a maximum of a 30-day supply with the exception of the Retail 90 day program

### Mail Order Drug Benefit Option

The mail order drug benefit option is available for up to a 90-day supply of non-emergency, extended use maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, etc.). Certain medications, such as controlled substances for pain management, are not available through the mail order program. The list of covered mail order medications is available through the Pharmacy Benefit Manager and is the easiest way to obtain covered maintenance medications.

### Mail Order Co-payment

The co-payment is applied to each covered formulary mail order prescription charge, and is shown in the Schedule of Benefits. It is not a covered charge under the Medical Plan, but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Any one covered prescription is limited to a maximum of a 90-day supply.

### Qualifying expenses include:

- All formulary drugs prescribed by a Physician that require a prescription either by federal or state law, and are in treatment of an illness or injury.
- All formulary compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.
- Insulin when prescribed by a Physician.
- Injectable medications when prescribed by a physician, and as authorized through the Drug Utilization Review Program.
- Covered Prescription Drugs will be dispensed in accordance with the Pharmacy Benefit Manager preferred drug formulary or approved preferred generic substitution when permissible.
- Preferred Generic Prescription Drugs will be dispensed if: (a) the generic has been approved by the Food and Drug Administration (FDA), (b) the particular generic substitution has been manufactured by an FDA approved manufacturer, and (c) the generic substitution has been shown, through bioequivalent studies, to be equivalent to the name brand products in terms of bioavailability and therapeutic effectiveness.
- Contraceptives. All FDA approved contraceptives Drugs and methods, in accordance with HRSA guidelines and NRS 689B.0376, which requires coverage for up to 12 months of contraceptives Drugs in certain circumstances.
- Over-the-Counter (OTC) Drugs. OTC Drugs related to Preventive and Wellness Services as specified by the Affordable Care Act of 2010. A description of these services can be found at: <https://www.healthcare.gov/preventive-care-benefits/>. This includes FDA-approved generic Drugs and Over-the-Counter (OTC) Drugs, devices and supplies related to Women's Preventive Services, as specified by the Affordable Care Act of 2010. A description of FDA- approved contraceptive methods can be found at: <http://www.fda.gov/ForConsumers/ByAudience/ForWomen/WomensHealthTopics/ucm117971.htm>.

### **Coverage for Injectable Medications**

All covered injectable medications, with the exception of insulin, require prior authorization through the Pharmacy Benefit Manager. Covered injectable medications listed on the preferred formulary include injectable drugs which are an accepted standard of care for self-administration. Covered injectables must be purchased through a contracted Specialty pharmacy participating in the pharmacy program only if prior authorized through the Pharmacy Benefit Manager. Contact the Pharmacy Benefit Manager to determine how your injectable medication will be covered.

### **Limits To The Prescription Drug Benefit**

This benefit applies only when a Plan Participant incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

- Refills only up to the number of times specified by a Physician.
- Refills up to one year from the date of order by a Physician.
- The reasonable and customary allowance as determined by the Pharmacy Benefit Manager.
- If a prescription is written for a Brand medication which has a generic equivalent and the prescribing physician does not specify "dispense as written" (DAW) the prescription will be filled with the generic equivalent. If the member requests the Brand medication, the member will be responsible for the Brand co-payment plus the difference in cost between the Brand and generic medication.
- If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

### **No prescription benefits will be paid for charges incurred for:**

- Charges for therapeutic devices or appliances even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.
- Any charge for the administration of a covered Prescription Drug (applies only to the Prescription Drug Program).
- Any drug or medicine that is consumed or administered at the place where it is dispensed (applies only to the Prescription Drug Program).
- Experimental drugs and medicines, even though a charge is made to the Plan Participant.
- Any drug not approved by the Food and Drug Administration.
- A charge for cosmetics, hair growth aids, dietary supplements and vitamins.
- Immunization agents or biological sera.
- Investigational. A drug or medicine labeled: "Caution - limited by federal law to Investigational use".
- A charge excluded under Medical Plan Exclusions.
- A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.
- A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.

### **Employer Group Waiver Plan (EGWP)**

The Plan Administrator offers a Medicare Employer Group Waiver Plan (EGWP) to Medicare-eligible retirees and Medicare eligible dependents covered under the Plan. The EGWP meets requirements applicable to Medicare Part D and retirees and dependents enrolled in either Medicare Part A or B or Parts A and B will be automatically enrolled in the EGWP upon becoming Medicare-eligible. The Plan Administrator will collect the Medicare premium for Part D drug plan coverage except any additional premium imposed due to exceeding the income threshold as defined by the Social Security Administration. Covered drugs will be subject to the formulary approved by the Centers for Medicare and Medicaid Services.

As with Medicare Part D plans, members of the EGWP with a higher income may be assessed an Income Related Monthly Adjustment Amount (IRMAA). Failure to pay the required IRMAA amount will result in benefits being paid on an out-of-network basis for prescription drugs. Any assessed penalties will not apply to the member's out-of-pocket maximum.

If a member is eligible for Part A or B or Parts A and B and does not enroll in Medicare coverage, the member will not have prescription benefits coverage under the Plan.

If a member elects Part D Prescription Drug Plan (PDP) outside of Clark County Self-Funded EGWP Plan, the member will not have prescription benefits coverage under the Plan. Prescription benefit coverage will be through the PDP plan otherwise selected by the member.

Contact the Pharmacy Benefit Manager for more information regarding EGWP.

## CLAIMS PROCEDURES FOR SUBMITTING A CLAIM

### How To File A Claim

For purposes of this Plan a filed claim for payment of benefits shall mean a completed paper or electronic claim form submitted to the Plan naming the specific claimant, the date of service, the charges, the specific medical condition or symptom, a specific treatment or service that was rendered or product provided by a qualified provider.

### Preferred Network and In-Network (PPO) Claims

When a Plan Participant utilizes the services of PPO hospitals, physicians and other providers, involvement in the claims process will be minimal. After identifying as a Plan Participant of the Clark County Self-Funded Group Medical and Dental Benefits Plan, bills incurred for covered expenses under this Plan will be sent by the provider directly to the address identified on the Plan ID Card.

When the hospital or other provider submits bills, the payment will be sent to the providers directly. The Plan Participant will receive a copy of the Explanation of Benefits (EOB) showing the payments made and any deductibles or co-insurance involved in the benefits calculation.

To avoid a delay in claims processing, the PPO Provider should be provided with the Plan Participant's ID card listing the current billing instructions for the claims administrator. If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator at: <https://connect.healthaxis.com/hsbmember.aspx>.

### Out-of-Network Claims

When a Plan Participant incurs medical expenses for which it is believed reimbursement is due under the terms of the Plan, the necessary documentation must be filed with the Claims Administrator, HealthSCOPE Benefits, P.O. Box 99005, Lubbock, TX 79490-9005. Claim forms can be obtained from the Claims Administrator.

It is the Plan Participant's responsibility to provide any information that is necessary for the Plan to make a prompt and fair evaluation of your claim. It is suggested that each time a claim is filed, the following information is provided:

- Plan Participant's name, Plan ID Number and the Plan Number as shown on the ID card. If the claim is for a dependent, identify that individual in the same fashion as you did on your enrollment form.
- Have all charges presented on an original itemized bill listing dates of service, type of service and the charge for each service as rendered, including the provider's name, address, telephone number, and tax identification number.
- Have the attending physician identify the diagnosis for which treatment was rendered on the bill.
- If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator at: <https://connect.healthaxis.com/hsbmember.aspx>.

### Claim Timely Filing

If a Plan Participant claims benefits, a proof of claim must be furnished to the claims administrator within 60 days of the date charges for the service were incurred. If a written or electronic claim is not furnished to the claims processor within 12 months, the claim will be denied. Benefits are based on the Plan's provisions at the time that the charges are incurred. Claims submitted after the 12-month period will not be considered for payment or may be reduced.

The Claim Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Plan Participant seek a second medical opinion.

A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If a claim is wholly or partially denied, the Claims Administrator will furnish the Plan Participant with written notice of its denial. The request will be processed within 10 working days after receipt of claim. If not approved in whole or part, written notice will be provided which contains the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to those Plan provisions on which denial is based;
3. A description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if a Plan Participant wishes to submit the claim for review.

## **Claim Overpayments**

A Plan Participant shall be responsible for repaying the Plan any overpayments made to the Plan Participant, dependents or any providers directly. Failure to make such repayment (or agree to terms acceptable to the Plan Administrator regarding such repayments) after written notice from the Plan Administrator requesting a repayment shall result in the reduction of future claim payments which would otherwise be payment to the Plan Participant and/or his/her dependents, or to a service provider on behalf of the Plan Participant and/or his/her dependents. In the event the Plan Administrator should be required to institute litigation to enforce this provision of the Plan, the Plan Administrator upon prevailing will be entitled to recover pre-judgment interest and reasonable attorneys' fees in addition to any other relief provided by law.

## **Non U.S. Providers**

Medical expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan at the out-of-network level, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

1. Benefits may not be assigned to a Non U.S. Provider;
2. The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
3. Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
4. The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
5. Claims for benefits must be submitted to the Plan in English.

## **How To Appeal A Claim Denial**

***Time Sensitivity: If any appeal does not comply with the timelines set forth in this provision below, the right to appeal the adverse benefit determination will be lost.***

To appeal an adverse benefit determination or to review administrative documents pertinent to the claim, send a written request to the Claims Administrator or Clark County Office of Risk Management within the time limits described herein. A full and fair review of the claim will be made with no deference given to the initial benefit determination. As part of the review, the Plan Participant or the Plan Participant's authorized representative are allowed to review all Plan Documents and other information that affect the claim and are allowed to submit issues, comments, documents, records or other information that had not previously been submitted, as provided herein below.

During the period that the claim is being reconsidered, if there is reason to believe that medical records contain information that should be disclosed by a physician or other health professional, the Plan Participant or the Plan Participant's authorized representative will be referred to the physician for the information before the Plan will provide the requested documents directly to the Plan Participant or the Plan Participant's authorized representative. However, if the provider fails to provide the requested information to the Plan Participant or the Plan Participant's authorized representative in a reasonable period of time and without charge, the request will be honored by the Plan. Neither the Plan Participant nor the Plan Participant's authorized representative will be provided access to or copies of files of other Plan Participants. For an appeal resulting in an adverse benefit determination, the identity of any medical or vocational expert consulted in connection with the appeal will be provided upon request, without regard to whether the advice was relied upon in making the determination.

All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents. All decisions of the Plan Administrator will be deemed final and binding.

## **Appeals of Adverse Benefit Determinations Will be Considered as Follows:**

### **1. First Level Appeal – Plan Administrator**

The Plan Participant or the Plan Participant's authorized representative has **180 days** after receipt of an Explanation of Benefits (EOB) to appeal an adverse benefit determination to the Plan Administrator, through the Claims Administrator. The Plan Administrator will make a full and fair review of the claim, with no deference given to the

initial determination. As part of the review, the Plan Participant or the Plan Participant's authorized representative are allowed to review all Plan documents and other papers that affect the claim and are allowed to submit issues and comments and argue against the denial in writing. The Plan Administrator will make a determination within 30 days after receiving a claim appeal.

## 2. Second Level Appeal – Group Health Committee

If the Plan Administrator upholds the Claims Administrator's adverse benefit determination, the Plan Participant or the Plan Participant's authorized representative may, within **30 days** of receiving the Plan Administrator's written denial of a First Level Appeal, request review by the Plan's Group Health Committee. Appeals to the Group Health Committee (Committee) will be resolved according to the following procedure:

- Only a Plan Participant or a Plan Participant's authorized representative may submit a written appeal to the Committee. The request for this Second Level Appeal should be submitted in writing to the Plan Administrator through the Clark County Office of Risk Management.
- The Office of Risk Management will submit the request for Second Level Appeal to the Committee for its review at the next monthly meeting of the Committee.
- The Plan Participant or Plan Participant's authorized representative will be notified of the date scheduled for the Committee review, and may submit additional written information for the Committee's consideration, including medical records, medical opinions, or statements. Additional written material must be provided to the Office of Risk Management at least 5 business days in advance of the scheduled Committee review date.
- Within 30 days after the Committee completes its review of the appeal, the Committee, through the Office of Risk Management, will provide the Plan Participant or Plan Participant's authorized representative with a written determination regarding the appeal.

## 3. Third Level Appeal – External Review

Within **180 days** of the Plan Participant or Plan Participant's authorized representative's receipt of the Group Health Committee's written decision to uphold an adverse benefit determination, the Plan Participant or Plan Participant's authorized representative may request an External Review. To request an External Review, the Plan Participant or Plan Participant's authorized representative must submit a written request for External Review to the Claims Administrator. An independent organization will then review the decision and provide the Plan Participant or Plan Participant's authorized representative with a written determination. If this organization decides to overturn an adverse benefit determination, the Plan Administrator will provide coverage or payment as directed by the External Review, consistent with the Review's interpretation of the Plan Document.

If the adverse benefit determination is upheld, there is no further review available under the appeals process.

If you or your representative fail to file a request for review (appeal) in accordance with the claims procedures as described above, you or your representative will have no right to review. The denial of your claim will become final and binding.



## **Frequently Asked Claims Procedure Questions:**

### **What if a Plan Participant needs help understanding an adverse benefit determination?**

Contact the Claims Administrator via the customer service phone number on the back of the ID Card for assistance in understanding an adverse benefit determination.

**What if a Plan Participant doesn't agree with the determination?** A Plan Participant has a right to appeal any adverse benefit determination as set forth in this section above.

**What if a situation is urgent?** If the situation meets the definition of urgent under the law, the review will be conducted on an expedited basis. Generally, an urgent situation is one in which a Plan Participant's health may be in serious jeopardy or, in the opinion of the physician, a Plan Participant may experience pain that cannot be adequately controlled while waiting for a decision on the appeal. A Plan Participant may request an expedited appeal by contacting customer service at the number on the back of the Plan Participant's ID Card.

**Who may file an appeal?** A Plan Participant or someone who is named to act for a Plan Participant (an authorized representative) may file an appeal. An authorized representative is a person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

**Can a Plan Participant provide additional information about my claim?** Yes, a Plan Participant may supply additional information to the Claims Administrator.

**Can a Plan Participant request copies of information relevant to my claim?** Yes, a Plan Participant may request copies (free of charge) by contacting the Claims Administrator at the number on the back of the ID Card.

## **Definitions and Rights Relevant to the Appeal Process**

**Adverse Benefit Determination** Any denial, reduction or termination of a benefit, or failure to provide or make payment (in whole or in part) for a benefit. An adverse benefit determination includes denials made on the basis of eligibility, utilization review, and restrictions involving services determined to be experimental or investigational, or not medically necessary or appropriate.

**Authorized Representative** A person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

**Right to Receive and Release Needed Information** Certain facts are needed to adjudicate claims in accordance with the provisions set forth in the Plan. The Plan Administrator has the right to decide which facts are required and may obtain the needed facts from or provide them to any other organization or persons. Each person claiming benefits under this Plan must provide any information required to pay the claim.

**Medical Privacy** Medical information that is obtained and maintained in the course of processing claims will be secured and protected in accordance with state and federal laws, Health Insurance Portability and Accountability Act (HIPAA), regarding the Plan Participants' privacy rights.

## DENTAL BENEFITS

### Right to Waive Dental Coverage

Employees have the right to waive dental coverage at Open Enrollment or upon proof of a mid- year qualifying event. Please note: choosing to waive the dental benefit does not reduce the health insurance premium.

If dental benefits have not been waived, this benefit applies when covered dental charges are incurred by a person while covered under this Plan.

### A. DEDUCTIBLE

**Deductible Amount.** This is an amount of dental charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year, a Plan Participant must meet the deductible shown in the Schedule of Dental Benefits.

**Family Unit Limit.** When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

### B. BENEFIT PAYMENT

Each Calendar Year benefits will be paid to a Plan Participant for the dental charges in excess of the deductible. Payment will be made at the rate shown under Dental Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount.

### C. MAXIMUM BENEFIT AMOUNT

The Annual Maximum Dental Benefit Amount is shown in the Schedule of Dental Benefits.

### D. DENTAL CHARGES

Dental charges are the Reasonable and Customary Charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service.

A dental charge is incurred on the date the service or supply for which it is made is performed or furnished. However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Administrator will apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be considered to be incurred as each visit or treatment is completed.

## SCHEDULE OF SELF-FUNDED DENTAL BENEFITS

Class A Services Preventive/Diagnostic Dental	100%
Class B Services Basic Dental after Deductible	80%
Class C Services Major Dental after Deductible	80%
Class D Services Orthodontia after Deductible	Covered for children up to age 19 See the Class D Services: Orthodontic treatment and Appliances section for details on how this benefit is paid.
<b>Annual Deductible</b>	
Class A	Deductible Waived
Class B, Class C and Class D	\$50.00 per Plan Participant \$100.00 Per Family
<b>Annual Maximum</b>	
Class A, B, and C Services <i>(Combined)</i>	\$2,000 Per Plan Participant Per Calendar Year \$4,000 Per Covered Family Per Calendar Year
Class D Services	\$3,000 Per Plan Participant per Lifetime

***The Plan provides access to the Diversified Dental PPO network for Plan Participants enrolled in dental coverage. Out-of-network benefits are subject to Reasonable and Customary charges.***

## COVERED DENTAL SERVICES

### Class A Services: Preventative and Diagnostic Dental Procedures

#### *Visits & Examinations*

- Office visits during regular office hours, for periodic oral examination (limited to twice per calendar year). Office visits during regular office hours for treatment and observation of injuries to teeth and supporting structure (other than for routine operative procedures)
- Prophylaxis for children under age 14 (limited to twice per calendar year)
- Prophylaxis for individuals age 14 and over, treatments to include scaling and polishing (limited to twice per calendar year)
- Topical applications of sodium fluoride, including prophylaxis (limited to one treatment per year and to children under age 18)
- Emergency palliative treatment per visit
- Sealants for dependent children under age 14 (lifetime maximum payable \$150)

#### *X-Rays*

- Bitewing films (not more than twice per year)
- 2 films
- 4 films

### Class B Services: Basic Dental Procedures

#### *Visits & Examinations*

- Professional visit after hours (payment will be made on the basis of services rendered or visit, whichever is greater)
- Professional visit during regular office hours – Problem focused
- Special consultation by a specialist for case presentation when diagnostic procedures have been performed by a general dentist

#### *X- Rays & Pathology*

- Single film
- Additional films (up to 12), each
- Entire denture series consisting of at least 14 films, including bitewings, if necessary (limited to once every 12 months)
- Intra-oral, occlusal view, maxillary or mandibular, each
- Upper or lower jaw, extra-oral, one file
- Upper or lower jaw, extra-oral, one films
- Panoramic survey, maxillary and mandibular, single film (considered an entire denture series)
- Biopsy and examination of oral tissue
- Study models
- Microscopic examinations

#### *Oral Surgery*

- Includes local anesthesia and routine postoperative care

#### *Extractions*

- Uncomplicated (single)
- Each additional tooth
- Surgical removal of erupted tooth
- Postoperative visit (sutures and complications) after multiple extractions and impaction

### ***Impacted Teeth***

- Removal of tooth (soft tissue)
- Removal of tooth (partially bony)
- Removal of tooth (completely bony)

### ***Alveolar or Gingival Reconstructions***

- Alveolectomy (edentulous) per quadrant
- Alveolectomy (in addition to removal of teeth) per quadrant
- Alveolectomy with ridge extension, per arch
- Removal of palatal torus
- Removal of mandibular tori, per quadrant
- Excision of hyperplastic tissue, per arch
- Excision of pericoronal gingiva

### ***Cysts & Neoplasms***

- Incision and drainage of abscess
- Removal of cyst or tumor up to ½"
- Removal of cyst or tumor over ½"

### ***Other Surgical Procedures***

- Sialolithomy (removal of salivary calculus)
- Closure of salivary fistula
- Dilation of salivary duct
- Transportation of tooth or tooth bud
- Removal of foreign body from bone (independent procedure)
- Maxillary sinusotomy for removal of tooth fragment or foreign body
- Closure of oral fistula of maxillary sinus
- Sequestrectomy for osteomyelitis or bone abscess, superficial
- Condylectomy of temporomandibular joint
- Meniscectomy of temporomandibular joint
- Radical resection of mandible with bone graft
- Crown exposure for orthodontia
- Removal of foreign body from soft tissue
- Frenectomy
- Suture of soft tissue injury
- Injection of sclerosing agent into temporomandibular joint
- Treatment of trigeminal neuralgia by injection into second and third divisions

### ***Anesthesia***

- General, only when provided in conjunction with a surgical procedure
- Nitrous Oxide for dependent children under the age of six

### ***Periodontics***

- Periodontic prophylaxis (limited to one treatment every three months)
- Emergency treatment (periodontal abscess, acute periodontitis, etc.)
- Subgingival curettage, root planing, scaling per quadrant (not prophylaxis)
- Correction of occlusion related to periodontal problems per quadrant
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy, osseous or muco-gingival surgery (including post-surgical visits) per quadrant

- Gingivectomy, treatment per tooth (fewer than 6 teeth)
- Localized delivery of therapeutic agent via controlled vehicle into diseased crevicular tissue

### ***Endodontics***

Unless otherwise indicated, the limit shown is for one tooth

- Pulp capping
- Therapeutic pulpotomy (in addition to restoration)
- Vital pulpotomy
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only

***Root Canals*** - includes necessary x-rays and cultures but excludes final restoration.

- Single rooted canal therapy (Traditional method)
- Single rooted canal therapy (Sargenti method)
- Bi-rooted canal therapy (Traditional method)
- Bi-rooted canal therapy (Sargenti method)
- Tri-rooted canal therapy (Traditional method)
- Tri-rooted canal therapy (Sargenti method)
- Endodontic retreatment
- Apicoectomy (including filling of root canal)
- Apicoectomy (separate procedure)

### ***Restorative Dentistry***

- Excludes inlays, crowns (other than stainless steel) and bridges. Multiple restorations in one surface will be considered as a single restoration

### ***Amalgam Restorations - Primary Teeth***

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

### ***Amalgam Restorations - Permanent Teeth***

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

### ***Synthetic Restorations***

- Silicate cement filling
- Plastic filling
- Composite filling involving one surface
- Composite filling involving two surfaces
- Composite filling involving three or more surfaces

### ***Pins***

- Pin (Retention) when part of the restoration used instead of gold or crown restoration
- Core buildup including any pins; prefabricated cast post and core in addition to crown

### ***Crowns***

- Stainless steel (when tooth cannot be restored with a filling material)

### ***Full & Partial Denture Repairs***

- Broken dentures, no teeth involved
- Partial denture repairs (metal)

- Replacing missing or broken teeth, each tooth
- Adding Teeth to Partial Denture to Replace Extracted Natural Teeth***

- First tooth
- First tooth with clasp
- Each additional tooth and clasp

***Recementation***

- Inlay
- Crown
- Bridge

***Repairs Crowns & Bridges***

- Repairs
- Relining or rebasing of dentures (limited to once every 36 months)

***Restorative***

- Gold restoration and crowns are covered only when teeth cannot be restored with a filling material

***Inlays***

- One surface
- Two surfaces
- Three or more surfaces
- Onlay, in addition to inlay allowance

***Crowns***

- Acrylic
- Acrylic with gold
- Acrylic with non-precious metal
- Porcelain
- Porcelain with gold
- Porcelain with non-precious metal
- Non-precious metal (full cast)
- Gold (full cast)
- Gold (3/4 cast).
- Gold dowel pin.

***Space Maintainers***

- Includes all adjustments within 6 months after installation
- Fixed space maintainer (band type)
- Removal acrylic with round wire rest only
- Stainless steel clasps and/or activating wires, in addition to basic allowances, per wire or clasp
- Removal inhibiting appliance to correct thumb sucking
- Fixed or cemented inhibiting appliance to correct thumb sucking
- Occlusal guard

**Class C Services: Major Dental Procedures**

***Prosthodontics***

***Bridge Abutments (see Inlays & Crowns under Class B Services) Pontics***

- Cast Gold (sanitary)
- Cast non-precious metal

- Slotted facing (Steele's)
- Slotted pontic (True Pontic type)
- Porcelain fused to gold
- Porcelain fused to non-precious metal
- Plastic processed to gold
- Plastic processed to non-precious metal

***Removal Bridge (Unilateral)***

- One piece casting, gold or chrome cobalt alloy clasp attachment (all types), per unit including pontics

***Dentures and Partial***

- Fees for dentures and partial dentures include adjustments within 6 months after installation. Specialized techniques and characterizations are not eligible
- Complete upper denture
- Complete lower denture
- Partial acrylic upper or lower with gold or chrome cobalt alloy clasps, base, up to 4 teeth and 2 clasps
- Each additional tooth or clasp
- Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles, base, up to 4 teeth and 2 clasps
- Simple stress breakers, extra
- Stayplate, base
- Each additional tooth or clasp
- Special tissue conditioning, per denture
- Denture duplication (jump case), per denture
- Adjustment to denture more than 6 months after installation

***Dental Implants***

- Surgical placement of endosteal implant
- Surgical placement of eposteal implant
- Surgical placement of transosteal implant

**Class D Services: Orthodontic Treatment and Appliances**

This is treatment to move teeth by means of appliances to correct a handicapping malocclusion of the mouth if required by an overbite of at least four millimeters, crossbite, or protrusive or retrusive relationships to at least one cusp.

These services are available for covered dependent children under age 19. Orthodontia benefits terminate when a dependent child turns 19. Orthodontia treatment will include preliminary study, including x-ray, diagnostic casts, active treatment and retention appliance. The plan will pay a lifetime maximum of \$3,000 per covered dependent child.

The benefits for orthodontic charges will be paid as follows:

\$750 - For Banding, or removable, fixed or cemented appliance for tooth guidance

\$125 per month for monthly adjustments

Participant will be responsible for any orthodontic care that exceeds this payment schedule. In no event will benefits be payable for services incurred after termination of coverage.



## **PREDETERMINATION OF BENEFITS**

Before starting a dental treatment for which the charge is expected to be \$300 or more, it is recommended that a predetermination of benefits form be submitted in order to remove any misunderstanding between you and your Dentist on benefits payable.

A regular dental claim form is used for the predetermination of benefits. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form.

The Dentist should send the form to the Claims Administrator at this address shown in the back of this booklet.

The Claims Administrator will notify the Dentist of the benefits payable under the Plan. The Plan Participant and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist's fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

### **ALTERNATE TREATMENT**

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Diversified Dental PPO network allowable amount, or the Reasonable and Customary Charge for an out-of-network claim, for an amalgam filling. If the Plan bases its reimbursement on the Reasonable and Customary Charge, the patient will pay the difference in cost.

If a dental service is performed that is not on the list of dental services, but the list contains one or more other services that under customary dental practices are suitable for the condition being treated, then for the purpose of the coverage, the listed service that the Plan determines would produce a professionally satisfactory result will be considered to have been performed.

## DENTAL EXCLUSIONS AND LIMITATIONS

Except as specifically stated, no benefits will be payable under this Plan for:

1. **Crowns.** Crowns for teeth that are restorable by other means or for the purpose of Periodontal Splinting.
2. **Excluded under Medical.** Services that are excluded under Medical Plan Exclusions.
3. **Hygiene.** Oral hygiene, plaque control programs or dietary instructions.
4. **No listing.** Services which are not included in the list of covered dental services.
5. **Medical Services.** Services that, to any extent, are payable under any medical expense benefits of the Plan.
6. **Orthognathic surgery.** The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.
7. **Personalization.** Personalization of dentures.
8. **Replacement.** Replacement of lost or stolen appliances and dentures.
9. **Not Reasonably Necessary.** A service not reasonably necessary or not customarily performed for the Dental and Orthodontia care of a covered individual.
10. **Service Not Furnished.** A service not furnished by a Dentist, except x-rays ordered by a Dentist and services by a licensed Dental Hygienist under the Dentist's supervision.
11. **U.S. Government Services** (a) furnished by or on behalf of the U.S. Government, or any other government, unless as to such government payment is legally required, or (b) to the extent to which any benefit in connection with such a service or charge is provided under any law or governmental program under which the individual is, or could be, covered.
12. **Prior Service.** A service to a covered individual which is (a) an appliance, or modification of an appliance, for which an impression was made before the person became a covered individual, or (b) a crown, bridge or gold restoration for which a tooth was prepared before the person became a covered individual, (c) root canal therapy, for which the pulp chamber was opened before the person became a covered individual, or  
(d) an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a covered individual.
13. **Prior 5 Years.** A partial or full removable denture or fixed bridgework, or for the addition of teeth thereto, or for a crown or gold restoration, if involving a replacement or modification of a denture, bridgework, crown or gold restoration which was installed during the immediately preceding five years
14. **Prior Extractions.** A partial or full removable denture or fixed bridgework if involving replacement of one or more natural teeth extracted prior to the person's becoming a covered individual under this Coverage, unless the denture or fixed bridgework also includes replacement of a natural tooth which (a) is extracted while the person is such a covered individual and (b) was not an abutment to a partial denture or fixed bridge installed within the immediately preceding five years.
15. **Dental implants** to replace teeth extracted prior to the person becoming a covered individual under this Coverage.
16. **Occupational.** Care and treatment of an Injury or Illness that is occupational -- that is, arises from work for wage or profit including self-employment.
17. **Restorations.** Restorations for the purpose of splinting, or to increase vertical dimension or restore occlusion.
18. **Cosmetic.** Services for cosmetic purposes unless made necessary by an Injury occurring while covered, or dental care of a congenital or developmental malformation. Facings on molar crowns or pontics are always considered cosmetic.
19. **Appointments.** Charges for failure to keep a scheduled appointment with a Dentist and/or completion of claim forms.
20. **Reasonable and Customary.** The portion of any charge for any service in excess of the reasonable and customary dental charge which is performed by a non-participating provider in the Diversified Dental PPO network. The reasonable and customary charge is the usual charge made by the provider for a like service in the absence of the coverage, but not more than the prevailing charges, as determined by the County, for dental care of a comparable nature, made by providers of similar training and experience, within the area in which the service is actually provided. "Area" means the municipality (or in the case of a large city, the subdivision thereof) in which the service is

actually provided or such greater area as is necessary to obtain a representative cross section of charges for a like service.

21. **Prior Orthodontics.** Charges for an orthodontic procedure for which an active appliance was installed before the patient was covered, or installed before the patient was covered for two consecutive years, if the coverage started more than 31 days after the patient was eligible.

**Extension of Benefits**

If coverage terminates for a covered individual while receiving treatment for which benefits would have been paid had coverage remained in effect, dental benefits will be extended to cover dental care received within 31 days after the date of termination. This extension is subject to all conditions and limitations of the Plan. This does not apply to orthodontic treatment.

## DEFINED TERMS

**Accidental Injury** – Unforeseen and unintended injury. Muscle strains due to athletic or physical activity is not an accidental injury.

**Active Employee** is an Employee who performs all of the duties of his or her job with the Employer on a permanent full-time basis.

**Administrative Period:** An Administrative Period is a period of time between a Measurement Period and a Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. For newly hired employees who are not determined to be Full-Time Employees on the date of hire, the Administrative Period also includes the period between date of hire until the end of the month after the date of hire, unless the date of hire is on the first of the month, and then the Administrative Period will start on the date of hire.

**Ambulatory Surgical Center** – A licensed facility that is used mainly for performing outpatient surgery, has a staff of physicians, has continuous physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

**Applied Behavior Analysis** – Applied Behavior Analysis (ABA) shall mean the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.

**Assignment of Benefits** – Authorization by the employee for the Plan to pay benefits directly to the provider of the service.

**Autism Spectrum Disorders** – Autism Spectrum Disorders shall mean a neurobiological medical condition including, without limitation, autistic disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified.

**Baseline** shall mean the initial test results to which the results in future years will be compared in order to detect abnormalities.

**Behavioral Therapy** – Behavioral Therapy shall mean any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.

**Birthing Center** – Any freestanding health facility, place, professional office or institution, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to birthing centers in the jurisdiction where the facility is located.

The birthing center must provide facilities for obstetrical delivery and short-term recovery after delivery (no more than 24 hours); provide care under the full-time supervision of a physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

**Biofeedback** – Provides training to help an individual gain some element of voluntary control over autonomic body functions.

**Business Associate** – A person who, on behalf of a covered entity or of an organized health care arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement:

- Performs, or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management and

repricing; or

- Provides, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

**Calendar Year** – January 1<sup>st</sup> through December 1<sup>st</sup> of the same year.

**Chiropractic Services** – The detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

**Claims Administrator** – contracted third party responsible for processing health benefit claims in accordance with this plan document.

**COBRA** – The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Cosmetic Surgery** – Medically unnecessary surgical procedures which are primarily directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease; including, but not limited to, plastic surgery directed toward preserving beauty.

**Covered Entity** – In terms of the HIPAA Privacy Regulations a Covered Entity Includes (1) a health plan; a health care provider who transmits any health information in electronic form in connection with a covered transaction; or a health care clearinghouse that handles electronic claims from a provider.

**Covered Expenses** – Those expenses charged by a covered provider, medically necessary (see definition of medically necessary below) for the treatment of illness or injury, and not otherwise excluded by the Plan.

**Custodial Care** – Care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of custodial care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication that could normally be self-administered.

**Dentist** is a person who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.

**Domestic Partner** means a person who, with an Employee as defined herein has: 1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A.300; and 3) is a person of the same gender as the Employee.

**Durable Medical Equipment** – Equipment which (a) Can withstand repeated use, (b) Is primarily and customarily used to serve a medical purpose, (c) Generally is not useful to a person in the absence of an illness or injury and (d) Is appropriate for use in the home.

**Effective Date** means January 1, 2018. The provisions of the Plan as in effect on the date of service shall remain applicable with respect to Plan Participants on the date of service, and with respect to the Plan coverage available at the time the expenses were incurred.

**Emergency Medical Condition** – A medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, or by acute symptoms developing from a chronic medical condition that would lead a prudent layperson, possessing an average knowledge of health and medicine, to reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of an individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.
- Serious impairment to bodily functions.

- Serious dysfunction of any bodily organ or part.

**Emergency Services** – Health care items and services furnished or required to screen for or treat an emergency medical condition until the condition is stabilized, including pre-hospital care and ancillary services routinely available to the emergency department of a hospital.

**Employee** – A person directly employed in the regular business of, and compensated for services by Clark County on a regularly scheduled, full-time basis, and regularly scheduled to work for the employer in an employee/employer relationship.

**Employer** – Includes the following public agencies: Clark County, Nevada; Clark County Water Reclamation District; University Medical Center of Southern Nevada; Henderson District Public Library, Southern Nevada Health District, the Las Vegas Convention & Visitors Authority; the Las Vegas Valley Water District; the Regional Transportation Commission of Southern Nevada County, Mt. Charleston Fire Protection District, and the Las Vegas Metropolitan Police Department.

**End Stage Renal Disease** – A condition that may qualify the Plan Participant for Medicare benefits. Should a Plan Participant become eligible for Medicare benefits because of ESRD, this plan will provide primary coverage or coordinate against Medicare benefits, in accordance with the rules publicized by Medicare regarding the liability of Medicare to provide benefits for care related to ESRD, including but not limited to dialysis or transplant, when group coverage is available.

**Enrollment Date** – First day of coverage, or first day of waiting period if there is a waiting period.

**Essential Health Benefits** means ambulatory patient services; emergency services; hospitalizations; maternity and newborn care; mental health and substance use disorder services; prescription drugs; rehabilitative services; laboratory services; preventive and wellness services and chronic disease management; and pediatric services including oral and vision care as provided by the pediatrician.

**Experimental/Investigational** – services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical and dental community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/non- experimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The Plan Administrator will be guided by the following principles:

- if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
- if the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or
- if Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or Investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- if Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use, procedure or technology.

The facility will not be deemed a nursing home, a hotel, a school or a similar institution, a place of rest, for custodial care, for the aged, for drug addicts, for alcoholics, for the care of mentally ill or persons with nervous disorders, or for the care of senile persons.

**Family Unit** is the covered Employee or Retiree and the family members who are covered as Dependents under the Plan. If the lawful spouse or grandfathered domestic partner of a covered employee is also covered as an employee by this Plan, that individual will also be considered part of the family unit.

**Fiduciary** – The person or organization that has the authority to control and manage the operation and administration of the Plan.

**Generic Drug** – A prescription drug that has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a generic drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

**Genetic Information** – Information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

**Group Health Committee** means the committee established by the Plan Administrator in accordance with the section titled Responsibilities for Plan Administrator.

**Group Health Plan** – Any individual or group plan, private or governmental, that provides or pays for medical care, to the extent specified in the HIPAA Privacy Regulations, 65 Fed. Reg. No. 250 (82463). Coverage is defined by the Health Benefit Plan Document.

**Habilitative or Rehabilitative Care** – Habilitative or Rehabilitative Care shall mean any counseling, guidance, and professional services and treatment programs, including, without limitation, Applied Behavior Analysis, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of a person.

**Health Benefit Plan** means a benefit plan that provides coverage for the reimbursement of inpatient or outpatient hospital services, physician services, diagnostic x-rays, and laboratory services, as well as dental coverage if available.

**HIPAA** – The Health Insurance Portability and Accountability Act of 1996.

**Home Health Care Agency** – An organization that meets all of these tests:

- Is primarily engaged in and duly licensed, if such licensing is required by the appropriate licensing authority, to provide skilled nursing services and other therapeutic services;
- Has policies established by a professional group associated with the agency or organization which includes at least one registered graduate nurse (R.N.) to govern the services provided;
- Provides for full-time supervision of such services by a Physician or by a registered graduate nurse; Maintains a complete medical record on each patient; and
- Has a full-time administrator.

**Home Health Care Plan** must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the home health care is in place of Hospital confinement; and it must specify the type and extent of home health care required for the treatment of the patient.

**Home Health Care Services and Supplies** include: part-time or intermittent nursing care by or under the supervision of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a

Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

**Hospice Agency** – An agency where its main function is to provide hospice care services and supplies and it is licensed by the state in which it is located, if licensing is required.

**Hospice Care Plan** – A plan of terminal patient care that is established and conducted by a hospice agency and supervised by a physician.

**Hospice Care Services and Supplies** – Those provided through a hospice agency and under a hospice care plan and include inpatient care in a hospice unit or other licensed facility, home care, and family counseling during the bereavement period.

**Hospice Unit** – A facility or separate hospital unit, which provides treatment under a hospice care plan and admits at least two unrelated persons who are expected to die within six months.

**Hospital** – An institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations; it is approved by Medicare as a hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises. The definition of hospital shall be expanded to include the following:

- A facility operating legally as a psychiatric hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.
- A facility operating primarily for the treatment of substance abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement of at least 15 resident patients; has a physician in regular attendance; continuously provides 24-hour-a-day nursing service by a registered nurse (R.N.); has a full-time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of substance abuse.

**Illness** – Illness or disease, including pregnancy, mental or nervous disorder, alcoholism and substance abuse, requiring treatment by a physician.

**Immunizations.** The administration of a vaccine to provide immunity and resistance to certain diseases, by stimulating the body's own immune system to protect the individual against subsequent infection or disease.

**Initial Administrative Period:** An Initial Administrative Period is a period of time between an Initial Measurement Period and an Initial Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. The Initial Administrative Period also includes the time period between the date of hire and the beginning of the Initial Measurement Period.

**Initial Measurement Period:** An Initial Measurement Period is a period of time that begins the first of the month following your date of hire and is twelve months in length. During an Initial Measurement Period, Clark County will calculate an employee's Hours of Service. If that employee averages 30 or more hours of service per week or 130 hours of service per month during that 12-month period, the employee will be considered a Full-Time Employee for purposes of health benefits during an Initial Stability Period.

**Initial Stability Period:** An Initial Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits.

**Injury** – Accidental physical injury caused by unexpected external means requiring treatment by a physician.

**Intensive Care Unit (ICU)** – A separate, clearly designated service area, which is maintained within a hospital solely for the care and treatment of patients who are critically ill and or injured. This also includes what is referred to as a coronary care unit (CCU) or an acute care unit (ACU). It has: facilities for special nursing care not available in



regular rooms and wards of the hospital; special lifesaving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

**Legal Custody** means a court order awarding legal custody to a person (other than a parent, legal guardian or government organization). For purposes of this Plan coverage, an award of legal custody must place financial responsibility for the minor child upon the person to whom custody is awarded.

**Legal Guardian** – A person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

**Licensed Behavior Analyst** means a person who holds current certification or meets the standards to be certified as a board certified Behavior Analyst issued by the Behavior Analyst Certification Board, Inc., and whom the Board of Psychological Examiners licenses as a Behavior Analyst.

**Lifetime Maximum Benefit** – Refers to the maximum amount of certain benefits paid while covered under this Plan.

**Limiting Age** for covered children is to the end of the month in which the child reaches age 26.

**Measurement Period:** A Measurement Period is a period of time during which Clark County will “look back” to see how many hours of service per week Variable Hour Employees were credited on average. Clark County will use that average to determine the initial eligibility or continued eligibility for health benefits for those employees.

**Medical Care Facility** – A hospital, a facility that treats one or more specific ailments or any type of skilled nursing facility.

**Medical Emergency** – Accidental injury or sudden onset of a medical condition for which failure to get immediate medical care could be life threatening, cause serious harm to bodily functions, or seriously damage a body organ or part with acute symptoms requiring immediate medical care, including, but not limited to, conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

**Medically Necessary (Medical Necessity)** – Care and treatment recommended or approved by a Physician or Dentist, which is consistent with the patient's condition and/or accepted standards of medical and dental practice; is medically proven to be effective treatment of the condition and restores a bodily function; is not performed solely for the convenience of the patient or provider; is not conducted for investigative, educational, experimental or research purposes; and is the most appropriate level of service that can be safely provided to the patient. **The fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.**

**Medicare** – The program established by Title 1 of Public Law 89.97 (79 Stat. 291) as amended, entitled Health Insurance for the Aged Act, 42 U.S.C. §§ 1395 et seq. and which includes: Part A - Hospital Insurance Benefits for the Aged and Disabled; Part B - Supplementary Medical Insurance Benefits for the aged and disabled.

**Medicare Entitlement** – Means receiving coverage from Medicare. Normally this is accomplished when an individual who is age 65 signs up for Social Security benefits, which automatically enrolls the individual in the Medicare Program. Medicare coverage also is possible for individuals with kidney (end-stage renal) disease, or for individuals younger than age 65 who Social Security deems disabled, effective on the first day of the 25<sup>th</sup> month after the date the individual's Social Security disability began. Social Security disability benefits do not begin until the sixth full month of disability.

**Member** is an employee who is currently employed by one of the Employers participating in this benefit plan and who is covered by the Plan, or a Retired Employee formerly employed by one of the Employers participating in this benefit plan, and who is currently covered by the Plan.

**Mental Disorder** – Any disease or condition that is classified as a mental disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

**Morbid Obesity** – A diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight in the most recent Metropolitan Life Insurance Company tables (or similar actuarial tables) for a person of the same height, age and mobility as the Plan Participant.

**No-Fault Auto Insurance** – The basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

**Orthotic Device** – A device added to the body to stabilize or immobilize a body part, prevent deformity, protect against injury or assist with function.

**Outpatient Care** – Treatment including services, supplies and medicines provided and used at a hospital under the direction of a physician to a person not admitted as a registered bed patient; or services rendered in a physician's office, laboratory or x-ray facility, an ambulatory surgical center, or the patient's home.

**Pharmacy** – A licensed establishment where covered prescription drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

**Pharmacy Benefit Manager (PBM)** means an organization that has contracted with the Plan to provide covered prescription drugs through a comprehensive network of pharmacies.

**Physician** – Physician shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, Certified Nurse Anesthetist, Acupuncturist, Licensed Professional Counselor, Registered Professional Physical Therapist, Midwife, Occupational Therapist, Optometrist (O.D.), Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Speech Language Pathologist and any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license.

**Plan** – The Clark County Self-Funded Group Medical and Dental Benefits Plan, which is a benefits plan for certain employees of Clark County, Nevada and is described in this document.

**Plan Administrator** – The Plan Administrator is Clark County, Nevada, and any affiliates who have adopted the Plan.

**Plan Participant** is any Employee, Dependent, Retiree or Surviving Spouse who is covered under this Plan.

**Plan Year** – The 12-month period beginning on January 1st.

**PPO Provider** – A selected group of hospitals and physicians (preferred providers) offering quality care. Utilization management techniques are applied to covered services. The Plan pays network providers on a fee-for-service basis, usually at discounted rates.

**Preferred Brand Name Prescription Drug** means a brand name prescription drug currently listed on the Pharmacy Benefit Manager's formulary as a preferred brand drug.

**Preferred Generic Prescription Drug** means a generic prescription drug currently listed on the Pharmacy Benefit Manager's formulary as a preferred generic drug.

**Pregnancy** – Childbirth and conditions associated with pregnancy, including complications.

**Prescription Drug** – Any of the following: a drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed physician. Such drug must be medically necessary in the treatment of an illness or injury.

**Preventive/Wellness Care** – This includes services and supplies for screening procedures used to establish a baseline and regularly scheduled exams performed for the purpose of promoting good health and early detection of disease. See the services established by the U.S. Preventive Task Force for specific details at <http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations>.

**Prophylactic Surgery or Treatment** means surgical services or medical treatment performed for the purpose of avoiding the possibility or risk of an illness, disease, physical or mental disorder. This includes treatment or services based on genetic information or genetic testing, or the consequences of chromosomal abnormalities or genetically transmitted characteristics, when there is an absence of objective medical evidence of the presence of disease or physical or mental disorder.

**Prosthetic Device** – Replacement of a missing part by an artificial substitute, such as an artificial extremity.

**Protected Health Information** – Information that is created or received by Plan, or a Business Associate of the Plan, whether oral, written, or in electronic form, and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. Individually Identifiable Health Information includes information of persons living or deceased.

**Reasonable and Customary (R&C)** is the reimbursement amount made to Non PPO physicians, hospitals, or other medical professionals providing the service or medical supplies. R&C amounts will be determined by Clark County – based upon the existing Medicare and ASP allowed amounts. Any charges not available to be paid based upon Medicare and ASP fee schedules will be paid at a percentage of the billed amount determined by Clark County.

**Recovery** – Monies paid to the Plan Participant by way of judgment, settlement or otherwise to compensate for all losses related to the injuries or illness whether or not said losses reflect medical, dental or other charges covered by the Plan.

Recovery from another plan under which the Plan Participant is covered. This right of recovery also applies when a Plan Participant recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

**Rehabilitation Inpatient** – Inpatient Rehabilitative Admission for physical therapy, speech therapy and occupational therapy when Medically Necessary to restore and improve function that was previously normal but lost following an accidental injury or illness.

**Reimbursement** – Repayment to the Plan for medical or dental benefits that the Plan has advanced toward care and treatment of the injury or illness.

**Retired Employee** - A former Employee of an Employer participating in this benefit plan, who has retired from active employment with the Employer, and who is receiving retirement benefits through the Nevada Public Employees Retirement Act (NRS Chapter 286) or the Las Vegas Valley Water District Retirement Plan, and who elects to continue Plan coverage upon retirement consistent with Plan and Nevada Revised Statute requirements, or elects to reinstate Plan coverage as allowed by the Nevada Revised Statutes on the date of reinstatement.

**Routine Care** – The medical treatment or services neither directly related nor medically necessary for the diagnosis or treatment of a specific injury, illness or pregnancy-related condition, which is known or reasonably suspected.

**Skilled Nursing Facility** is a facility that fully meets all of these tests:

- It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from Injury or Illness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
- Its services are provided for compensation and under the full-time supervision of a Physician.
- It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
- It maintains a complete medical record on each patient.
- It has an effective utilization review plan.
- It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, Custodial or educational care or care of Mental Disorders.
- It is approved and licensed by Medicare.

**Special Enrollee** means an eligible employee, eligible family member, or retired employee who applies for coverage during a Special Enrollment Period following a Special Enrollment Event.

**Special Enrollment Period** means either a thirty-one (31) or sixty (60) day period following a Special Enrollment Event, as defined below.

**Special Enrollment Event** means an opportunity for a Special Enrollee to enroll for coverage:

- Within sixty (60) days of the following events:
  - A change in marital status, or
  - An addition of a newborn, adopted or eligible minor dependent child.
- Within thirty-one (31) days of the following events:
  - A change in Active Employee status to Retiree status, or Involuntary loss of eligibility with another group healthcare coverage.

**Spinal Manipulation/Chiropractic Care** – Skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

**Stability Period:** A Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. If an employee is determined to be Full-Time Employee during the immediately prior Measurement Period, that employee will be considered a Full-Time Employee eligible for health benefits for the immediately subsequent Stability Period. However, if the employee is determined not to be a Full-Time Employee during the immediately prior Measurement Period, then that employee will be considered a Non-Full-Time Employee who is not eligible for health benefits for the immediately subsequent Stability Period, unless you have a Change in Employment Status that causes you to become eligible for health benefits.

**Standard Administrative Period:** The Standard Administrative Period is a period of time between a Standard Measurement Period and a Standard Stability Period, during which the employer will determine which employees classified as Variable Hour Employees or Seasonal Employees are eligible for coverage, as well as notify and enroll those employees. The Standard Administrative Period will occur annually from October 15 through December 31 of each year.

**Standard Measurement Period:** The Standard Measurement Period is a period of time that begins on October 15 each year and is twelve months in length. During a Standard Measurement Period, the employer will calculate an employee's Hours of Service. If that employee averages 30 or more hours of service per week or 130 hours of service per month during that 12-month period, the employee will be considered as a Full-Time Employee for purposes of health benefits during the Standard Stability Period. Hours will be credited for breaks longer than 4 weeks providing the break is no longer than 26 weeks. A maximum of 501 hours can be credited during a calendar year.

**Standard Stability Period:** The Standard Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. The Standard Stability Period begins on January 1 and ends on December 31 each year.

**Subrogation** – The Plan's right to pursue the Plan Participant's claims for medical or dental charges.

**Substance Abuse** – The condition caused by regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs which results in a chronic disorder affecting physical health and/or personal or social functioning. This does not include dependence on tobacco and ordinary caffeine-containing drinks.

**Surviving Spouse** is a spouse of a Retired employee who is deceased, and was a covered dependent at the time of the covered Retiree's death.

**Temporomandibular Joint (TMJ) syndrome** is the treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment shall include physical therapy, surgery, and any appliance that is attached to or rests on the teeth. Orthodontia treatment is not covered.

**Total Disability** – A person's complete inability to perform any and every duty of his or her regular or customary occupation or similar occupation for which the Plan Participant is reasonably capable due to education and training, as a result of illness or injury, or a dependent's inability to perform the normal activities of a person of like age and sex who is in good health. A Plan Participant may not be engaged in any employment or occupation for wage or profit and be considered Totally Disabled.

A Physician (M.D. or D.O.) must certify a Plan Participant as Totally Disabled. Also, the individual must be under the care of a Physician (M.D. or D.O.) in order to be Totally Disabled for benefit purposes.

**Totally Disabled Child** means a child who is incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability, and is primarily dependent upon the covered member for support and maintenance.

**Treatment Center** – A facility licensed as a psychiatric, alcohol or substance abuse treatment facility by the state in which it is located that provides a planned program of treatment for mental and nervous disorders, or alcohol or substance abuse based on a written plan established and supervised by a physician.

**Urgent Care** – Medical treatment which if the regular time periods observed for claims were adhered to: (a) Could seriously jeopardize the life or health of the Plan Participant or their ability to regain maximum function; or (b) Would in the opinion of a physician with knowledge of the Plan Participants' medical condition, subject the patient to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

**Utilization Review Administrator** – Utilization Review Administrator is a group designed to monitor your proposed inpatient admissions and some surgical/diagnostic procedures (refer to the Care Management Program provisions of this booklet and your Self-Funded Group Medical and Dental Benefits Plan identification card).

**Variable Hour Employee:** A Variable Hour Employee is an employee whose Hours of Service an employer cannot determine at the time of hire will average at least 30 hours per week or 130 hours per month.

**Waiting Period** – The period that must pass before an employee or dependent is eligible to enroll under the terms of a group health plan. If an employee or dependent enrolls on a special enrollment date, any period before such special enrollment is not a waiting period.

## **LEGISLATIVE COMPLIANCE – HIPAA OPT-OUT**

Under a Federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, group health plans must generally comply with the requirements listed below. However, the law also permits State and local governmental employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is “self-funded” by the employer, rather than provided through a health insurance policy. Clark County and Affiliated entities have elected to exempt The Clark County Self-Funded from the following requirement:

- (1)** Parity in the application of certain limits to mental health benefits. Group health plans (of employers that employ more than 50 employees) that provide both medical and surgical benefits and mental health or substance use disorder benefits must ensure that financial requirements and treatment limitations applicable to mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements and treatment limitations applicable to substantially all medical and surgical benefits covered by the plan.

**EFFECTIVE DATE: SEPTEMBER 23, 2017**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION. PLEASE REVIEW IT CAREFULLY.**

If you have any questions about this Notice, please contact Clark County's HIPAA Compliance Office.

**Who Will Follow This Notice:**

This Notice describes the privacy policies of the Clark County Self-Funded Group Medical, Wellness, Vision, Prescription Drug, and Dental Benefits Plan (the "Plan"), which is sponsored by Clark County ("County"). Please note that each insurer of an insured program provided under the Plan will provide a separate notice of its privacy practices.

**Our Pledge Regarding Medical Information**

We understand that medical information about you and your health is personal, and we are committed to protecting it. We create a record of the care and benefits that you receive under the Plan. This notice applies to all of those records of your care and benefits.

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Provide you this Notice of our legal duties and privacy practices regarding your medical information; and follow the terms of the notice that are currently in effect. We may change the terms of our Notice at any time without advance notice to you. The new Notice will be effective for all medical information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices. You may obtain a copy of the Notice by contact Clark County's HIPAA Compliance Office at (702) 383-3854. The current version of this Notice may also be found on Clark County's website at:  
<http://www.clarkcountynv.gov/audit/services/Pages/HIPAAProgramManagementOffice.aspx>

**How We May Use And Disclose Medical Information About You:**

The following categories describe ways that we use and disclose medical information. Examples of each category are included. Not every use or disclosure in each category is listed; however, all of the ways we are permitted to use and disclose information fall into one of these categories:

**For Treatment:** We may use medical information about you to coordinate or manage medical treatment or services as Plan benefits. For example, we may disclose medical information about you to physicians or health care providers who are or will be involved in taking care of you. Your medical information may also be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to provide treatment.

**For Payment:** We may use your medical information to pay for your health care benefits under the Plan. These activities may include making benefit determinations and paying claims. For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

**For Healthcare Operations:** We may use or disclose, as needed, your medical information in order to support the business activities of the Plan. These activities include, but are not limited to, quality assessment and improvement, reviewing the competence or qualifications of health care professionals, disease management, case management, conducting or arranging for medical review, business planning and development, legal services and auditing functions (including fraud and abuse compliance programs) and general administrative activities. For example, the Plan may use information about your claims to project future benefit costs or audit the accuracy of its claims processing functions. We may also use or disclose your medical information, as necessary, to contact you to remind you of an appointment.

We may share your medical information with third party "business associates" that perform various activities (e.g., claims administration and eligibility status inquiries) for the Plan.

Whenever an arrangement between the Plan and a business associate involves the use or disclosure of your medical information, we will have a written contract that contains terms to protect the privacy of

your medical information.

**Disclosures to Plan Sponsor:** The Plan also will disclose your medical information to Clark County, the Plan's sponsor, for administrative purposes permitted by law and related to treatment, payment or health care operations. The County has amended its plan documents to protect your medical information as required by federal law.

**Others Involved in Your Healthcare:** After we provide you an opportunity to object, and unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your medical information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure because of incapacity or emergency circumstances, we may disclose such information as necessary that directly relates to that person's involvement in your care or payment for your care if we determine that it is in your best interest based on our professional judgment. We may use or disclose medical information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care, of your location, general condition or death. Finally, we may use or disclose your medical information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

### **Other Permitted and Required Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object**

We may use or disclose your medical information in the following situations without your authorization. These situations include:

**Required By Law:** We may use or disclose your medical information to the extent that the law requires the use or disclosure, including requested disclosures to the Secretary of the Department of Health and Human Services to determine our compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

**Public Health:** We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report the abuse or neglect of children, elders and dependent adults;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

**Health Oversight:** We may disclose medical information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws. For example, we may disclose medical information to a licensing board to investigate a complaint against a provider.

**Legal Proceedings:** We may disclose medical information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful legal process, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

**Law Enforcement:** We may release medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;



- About criminal conduct on County premises; or
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

***Nevada Attorney General and Grand Jury Investigations:*** We may release medical if asked to do so by an investigator for the Nevada Attorney General, or a grand jury, investigating an alleged violation of Nevada laws prohibiting patient neglect, elder abuse or submission of false claims to the Medicaid program. We may also release medical information to an investigator for the Nevada Attorney General investigating an alleged violation of Nevada workers' compensation laws.

***Workers' Compensation:*** We may disclose your medical information as authorized to comply with workers' compensation laws and other similar legally established programs. These programs provide benefits for work-related injuries or illness.

***For Specific Government Functions:*** We may disclose your medical information for the following specific government functions: (1) health information of military personnel, as required by military authorities; (2) health information of inmates, to a correctional institution or law enforcement official; and (3) for national security purposes.

## **YOUR RIGHTS**

The following is a statement of your rights with respect to your medical information and a brief description of how you may exercise these rights.

### ***You have the right to inspect and copy your medical information.***

You may inspect and obtain a copy of medical information about you that is contained in a designated record set for as long as we maintain the medical information. A "designated record set" contains medical and billing records and any other records that the Plan uses to make decisions regarding your health care services or benefits. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

Under federal law, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and medical information that is subject to a law that prohibits access to medical information. Depending on the circumstances, a decision to deny access may be reviewed. In some circumstances, you may have a right to appeal this decision.

If you wish to make a request for access, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to our Privacy Officer with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

### ***You have the right to request a restriction of your medical information.***

You may ask us not to use or disclose any part of your medical information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your medical information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice. In your request, you must tell us: (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse).

The Plan is not required to agree to a restriction that you may request. If the Plan believes it is in your best interest to permit use and disclosure of your medical information, your medical information will not be restricted. If the Plan does agree to the requested restriction, we may not use or disclose your medical information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your caregiver.

If you wish to make a request to restrict uses and disclosures of your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

***You have the right to request to receive confidential communications from us by alternative means or at an alternative location.***

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Your request must specify how or where you wish to be contacted.

If you wish to make a request for communications by alternative means, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

***You may have the right to have us amend your medical information.***

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You may request an amendment of medical information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

If you wish to make a request to amend your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the Plan;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

***You have the right to receive an accounting of certain disclosures we have made, if any, of your medical information.***

This right applies to disclosures for purposes other than treatment, payment or healthcare operations, as described in this Notice. The right to receive this information is subject to certain exceptions, restrictions and limitations.

If you wish to make a request for an accounting, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County's HIPAA Compliance Office with respect to disclosures, if any, by the County or any business associate not named at the end of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

*You have the right to receive a paper copy of this Notice.*

You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice upon request.

**CHANGES TO THIS NOTICE**

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. The Notice will contain on the first page, in the top right-hand corner, the effective date.

**COMPLAINTS**

You may complain to us or to the Secretary of Health and Human Services (HHS) if you believe your privacy rights have been violated by us. To file a complaint with HHS, send a letter to:

Office of Civil Rights  
Medical Privacy, Complaint Division,  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW, HHH Building, Room 509H  
Washington, D.C. 20201  
866-627-7748 or for the hearing impaired call 886-788-4989

To file a complaint with the Plan, submit your complaint in writing and address it to:

Clark County HIPAA Compliance Program Management Office  
P.O. Box 551120  
Las Vegas, NV 89155.

You may also call (702) 383-3854 for further information about the complaint process.

*We will not retaliate against you for filing a complaint.*

## **OTHER USES OF MEDICAL INFORMATION**

Other uses and disclosures of your medical information for marketing purposes or that constitute a sale of medical information can only be made with your written authorization. Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us permission to use or disclose medical information about you by signing an authorization, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

The Plan is prohibited from using or disclosing protected health information that is genetic information for underwriting purposes.

Members will be notified following a breach of unsecured protected health information.

## **CONTACT INFORMATION**

If you wish to exercise one or more of the rights listed in this Notice, contact the representative listed for the appropriate program(s) in which you participate:

### **Privacy Officer for the Benefits Administrator**

Clark County HIPAA Compliance Program Management Office  
P. O. Box 551120  
Las Vegas, NV 89155  
(702) 383-3854

### **Medical & Dental Plan**

HealthSCOPE Benefits  
Corporate Hill Drive Little Rock,  
AR 72205 (501) 225-1551

### **Vision Plan**

EyeMed Vision Care  
111 Wacker Drive, Suite 700  
Chicago, IL 60601  
(888) 439-3633

## **RESPONSIBILITIES FOR PLAN ADMINISTRATION**

**PLAN ADMINISTRATOR.** Clark County, Nevada is the Plan Administrator of the Self-Funded Group Medical and Dental Benefit Plan. The Plan Administrator may delegate to others one or more of its duties.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

### **DUTIES OF THE PLAN ADMINISTRATOR.**

1. To administer the Plan in accordance with its terms.
2. To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
3. To decide disputes which may arise relative to a Plan Participant's rights.
4. To prescribe procedures for filing a claim for benefits and to review claim denials.
5. To keep and maintain the Plan documents and all other records pertaining to the Plan.
6. To appoint a Claims Administrator to pay claims.
7. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

In addition, the Plan Administrator shall have the following duties.

- (1) **Contracting.** Contracting and administering all agreements necessary or incidental to the operation of the Group Plan. The agreements which the Plan Administrator is authorized to enter into on behalf of the Group Plan include, but are not limited to, agreements for claims administration, preferred providers, excess and aggregate insurance, and utilization review.
- (2) **Trust Fund.** Administration of the expendable trust fund established for the deposit of contributions and the payment of expenses necessary for the operation of the Group Plan. The Plan Administrator's responsibilities regarding the trust fund shall include the collection of payments and contributions to the fund and making payments and transfer from the fund as required to effect the provisions of the Group Plan.
- (3) **Executive Board.** The Plan Administrator shall establish an Executive Board not to exceed seven members which shall consist of representatives from management appointed from the governmental agencies participating in the Plan.

The Chief Administrative Officer for the Plan Administrator shall appoint the members of the Board and designate a Chairman and Vice-Chairman who will act in the absence or disability of the Chairman.

The duties of the Executive Board shall include monitoring the financial performance of the Plan including the administration of periodic independent actuarial studies, the evaluation and recommendation of contractors to the Plan Administrator, and the negotiation of Plan changes with the Nevada Service Employees Union subject to the approval of the governing bodies.

The Board shall meet at a mutually agreed upon time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and discharge of its duties and responsibilities.

- (4) **Group Health Committee.** The Plan Administrator shall establish a seven-member committee which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the Plan. Effective January 1, 1990, the committee shall be increased to nine members. Effective January 1, 1995, the committee shall be increased to ten members. The committee shall meet to resolve disputes and appeals from determinations made by the Claim Administrator, and make Plan change recommendations to the Executive Board.

The Clark County Manager or his designee shall appoint the members of the committee and designate a Chairman and a Vice-Chairman who will act in the absence or disability of the Chairman.

The committee shall meet at a regularly appointed time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and the discharge of its duties and responsibilities. A majority of the members shall constitute a quorum for all purposes. Action taken by the committee shall require a majority affirmative vote of the committee members present and voting. The committee will be responsible for Level 2 review of an adverse benefit determination as provided by the Plan Document. The committee may review and consider coverage determinations made by the Claims Administrator, but the committee may not authorize payment for services which are not covered by the Plan, or which are specifically excluded from Plan coverage.

**PLAN ADMINISTRATOR COMPENSATION.** The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

**CLAIMS ADMINISTRATOR IS NOT A FIDUCIARY.** A Claims Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

#### **FUNDING THE PLAN AND PAYMENT OF BENEFITS**

The cost of the Plan is funded as follows:

For Employee and Dependent Coverage: Funding is derived from the funds of the Employer and contributions made by the covered Employees.

The level of any Employee contributions will be set by the Plan Administrator subject to the provisions of any applicable collective bargaining agreement. These Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received from the Employee or withheld from the Employee's pay through payroll deduction or withheld from Retiree's pension check.

Benefits are paid directly from the Plan through the Claims Administrator.

#### **PLAN IS NOT AN EMPLOYMENT CONTRACT**

The Plan is not to be construed as a contract for or of employment.

#### **CLERICAL ERROR**

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered. If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

#### **TERMINATION OF THE PLAN**

The Plan shall continue in full force and effect unless terminated, modified, altered or amended by the Plan Administrator as provided in this section.

Although the Plan Administrator has established the Plan with the bona fide intention and expectation that it will be able to make contributions indefinitely, nevertheless the County is not and shall not be under any obligation or liability whatsoever to continue its contributions or to maintain the Plan for any given length of time. The Plan Administrator may, in its sole and absolute discretion, on 30 days' notice, discontinue such contributions to terminate the Plan in accordance with its provisions at any time without liability whatsoever for such discontinuance or termination. In the event that the Plan is terminated, the Plan will, to the extent of funds available, continue to pay all benefits then due and payable to the Covered Individual.

#### **FINAL AUTHORITY OF THE PLAN DOCUMENT**

The terms and provisions contained in this Plan Document and Summary Plan Description shall be final and binding upon all Participants. Contradictory benefit information received from any other source will not affect the terms of the Plan as set forth herein. Participants are advised to conclusively rely upon the benefit information provided in this Plan Document and Summary Plan Description only.

**APPENDIX A – SPECIAL PROVISIONS**

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**SPECIAL PROVISIONS CONCERNING EMPLOYEES OF THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT**

The following provisions shall apply concerning benefits for the Employees of the Mount Charleston Fire Protection District and their covered dependents who were covered by the Public Employee's Benefit Plan (PEBP) and who enrolled in the Plan prior to June 1, 2015.

- (1) **Waiting Period.** A Mount Charleston Fire Protection District employee described above and his or her dependents are not required to serve a waiting period.
- (2) **Effective Date** June 1, 2015

**SPECIAL PROVISIONS CONCERNING APPOINTED EMPLOYEES AND APPOINTED RETIREES OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT (LVMPD)**

The following provisions shall apply concerning benefits for Appointed Employees and Appointed Retirees of the Las Vegas Metropolitan Police Department (LVMPD) and their covered dependents, effective January 1, 2016, who were covered by the LVMPD Health and Welfare Trust, or the insurance offered through the Police Protective Associate – Civilian Employees, as of December 31, 2015, or who retired as an appointed employee where the LVMPD was their last Nevada public employer.

- (1) **Waiting Period.** An Appointed LVMPD employee/retiree described above, and his or her dependents are not required to serve a waiting period.
- (2) **Enrollment.** An Appointed LVMPD employee described above, and his or her covered dependents, must satisfy the Plan's requirements concerning eligibility and enrollment.
- (3) **Effective Date:** January 1, 2016.

This Plan Document will be amended from time to time to reflect any such statutory mandates and will be made available to all participants for future reference.

## GENERAL PLAN INFORMATION

### TYPE OF ADMINISTRATION

The Plan is a self-funded health plan and the claims administration is provided through a third party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

**PLAN NAME** -Self-Funded Group Medical and Dental Benefits Plan

**PLAN EFFECTIVE DATE:** January 1, 2018

**PLAN YEAR ENDS:** December 31st

**GOVERNING LAW AND FORUM:** The Plan is subject to, and governed by, the laws of the State of Nevada. Any and all claims, legal actions or proceedings relating to this Plan must be brought in the Eighth Judicial District Court of the State of Nevada. The aforementioned choice of forum is mandatory and not permissive in nature.

### EMPLOYER INFORMATION

Clark County, Nevada  
PO Box 551711  
Las Vegas, Nevada 89155-1711  
702.455.4544

ADDITIONAL PARTICIPATING EMPLOYERS	
Clark County Water Reclamation District 702.668.8066	University Medical Center of Southern Nevada 702.383.2230
Las Vegas Convention & Visitors Authority 702.892.7527	Las Vegas Valley Water District 702.258.3115
Regional Transportation Commission of Southern Nevada 702.676.1500	Clark County Regional Flood Control District 702.685.0000
Southern Nevada Health District 702.759.1101	Henderson District Public Libraries 702.207.4278
Mt. Charleston Fire Protection District 702.486.5123	Las Vegas Metropolitan Police Department Appointed Employees 702.828.2904

### PLAN ADMINISTRATOR

Clark County, Nevada  
PO Box 551711  
Las Vegas, Nevada 89155-1711  
702.455.4544

### CLAIMS ADMINISTRATOR

HealthSCOPE Benefits  
27 Corporate Hill Drive  
Little Rock, AR 72205  
501.225.1551



IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: September 5, 2017

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

COUNTY OF CLARK

BY: \_\_\_\_\_  
STEVE SISOLAK, Chairman  
Board of County Commissioners

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: \_\_\_\_\_  
LAWRENCE L. BROWN, III, Chairman  
Board of Trustees

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: \_\_\_\_\_  
LAWRENCE WEEKLY, Chairman  
Board of Trustees

ATTEST:

BY: \_\_\_\_\_  
CHARLES BOWLING, Vice Chair

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: \_\_\_\_\_  
LAWRENCE WEEKLY, Chair

ATTEST:

BY: \_\_\_\_\_  
JOHN ENTSMINGER, Secretary

LAS VEGAS VALLEY WATER DISTRICT

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, President  
Board of Directors

ATTEST:

BY: \_\_\_\_\_  
DEANNA HUGHES, Secretary

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: \_\_\_\_\_  
LAWRENCE L. BROWN, III, Chairman

ATTEST:

BY: \_\_\_\_\_  
KELLY BACKMAN, Executive Secretary

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY: \_\_\_\_\_  
LAWRENCE L. BROWN, III, Chairman

ATTEST:

BY: \_\_\_\_\_

JOSEPH P. ISER M.D.  
Chief Health Officer or Designee

ATTEST:

BY: \_\_\_\_\_

TRUDY CASEY, Notary

ATTEST:

BY: \_\_\_\_\_

LYNN MARIE GOYA, County Clerk

ATTEST:

BY: \_\_\_\_\_

TANAKA WILSON

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY: \_\_\_\_\_

MARY ANNE MILLER  
Deputy District Attorney

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_

MARILYN KIRKPATRICK, Chair

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: \_\_\_\_\_

DONN JERSEY, Chair  
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_

LAWRENCE L. BROWN III,  
Fire Commissioner

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: \_\_\_\_\_

SHERIFF JOSEPH LOMBARDO

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**AMENDMENT TO THE INTERLOCAL AGREEMENT ADOPTING AN AMENDED SELF-FUNDED HEALTH BENEFITS PLAN ESTABLISHING NEW RATES**

**RECOMMENDATION SUMMARY**

**STAFF:**

Approve and authorize the Chairman to sign an amendment to the interlocal agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department establishing new rates for the Self-Funded Health Benefits Plan, effective January 1, 2018.

**RFCD AGENDA  
ITEM #11b  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**

AMENDMENT TO THE INTERLOCAL AGREEMENT ADOPTING AN AMENDED SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN ESTABLISHING NEW RATES

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

THAT THE BOARD APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG CLARK COUNTY, CLARK COUNTY WATER RECLAMATION DISTRICT, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, LAS VEGAS CONVENTION AND VISITORS AUTHORITY, LAS VEGAS VALLEY WATER DISTRICT, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, SOUTHERN NEVADA HEALTH DISTRICT, HENDERSON DISTRICT PUBLIC LIBRARIES, MOUNT CHARLESTON FIRE PROTECTION DISTRICT AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT ESTABLISHING NEW RATES FOR THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN, EFFECTIVE JANUARY 1, 2018 (FOR POSSIBLE ACTION)

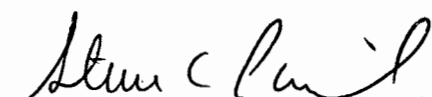
**FISCAL IMPACT:** None.

**BACKGROUND:**

The Self-Funded Group Medical and Dental Benefits Plan was established in 1984, to provide group medical and dental benefits to the employees of Clark County and affiliated entities. Since the inception of the Plan, premium rates have increased by approximately 5% per year, on average. The last premium increase of 5% was approved by RFCD's District Board of Directors on October 13, 2016.

The Plan is not proposing a rate increase for plan year 2018.

Respectfully submitted,



Steven C. Parrish, P.E.  
General Manager/Chief Engineer

RFCD AGENDA  
ITEM #11b  
Date: 10/12/17

**AMENDMENT TO INTERLOCAL AGREEMENT**

WHEREAS, CLARK COUNTY, NEVADA; CLARK COUNTY WATER RECLAMATION DISTRICT; UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY; THE LAS VEGAS VALLEY WATER DISTRICT; CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT; THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA; THE SOUTHERN NEVADA HEALTH DISTRICT; THE HENDERSON DISTRICT PUBLIC LIBRARIES, THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT, AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT have jointly established a health, accident and life benefit program for their officers, employees, retirees and their dependents pursuant to an Interlocal agreement, as amended, hereinafter referred to as the Agreement, and

WHEREAS, pursuant to the Agreement, the parties hereto subsequently adopted a self-funded group medical and dental plan, hereinafter referred to as the Benefit Plan; and

WHEREAS, the parties have also entered into agreements with certain Health Maintenance Organizations, hereinafter referred to as HMO contracts, in order to provide enrollees with an alternative to the Self-Funded Benefit Plan, and

WHEREAS, the rising cost of health care requires that, from time to time, the premiums paid by the parties be increased to maintain the Benefit Plan.

NOW, THEREFORE, it is agreed between the parties that the terms and conditions of the Agreement be amended to read as follows:

1. Each public agency will adopt and abide by a Benefit Plan document, which established the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents. Each public agency shall also authorize the adoption of such other agreements or HMO contracts as may be necessary to implement and maintain the health, accident and life benefit program.
2. Clark County shall establish an internal service fund for the deposit of contributions and the payment of expenses for the operation of the benefit program.
3. On or before the 1<sup>st</sup> day of each month, beginning November 1, 1984, each public entity, which is a party to the Agreement, shall pay to Clark County its proportionate share of the monthly charges necessary to operate the Benefit Plan. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13<sup>th</sup> month) employer share in order to provide funds when, and if, the Executive Board determines, by majority vote of

the members present, to remit additional funds, by the end of the fiscal year, in order to pay for unanticipated expenditures. The share of each public entity shall be calculated based on the number of employees, retirees and dependents participating in the Benefit Plan. Effective January 1, 2014, the above referenced 13<sup>th</sup> month employer share premium payment will be replaced with a billing to each public entity for its portion of the underfunded retiree loss incurred the previous full calendar year. Each public entity's portion of the underfunded retiree loss will be based on each agency's proportionate share of the retirees enrolled in the Benefit Plan. The rates for the Benefit Plan shall be as set forth in the rate schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The rates for continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, hereinafter referred to as "COBRA" P.L. 99-272, Title X, 10003, 100 Stat. 82, 232-237, shall be set forth in the rate schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. A public agency, requesting participation in the Benefit Plan, shall pay an actuarially determined amount to fund their share of the Benefit Plan reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plan.
5. The internal service fund, together with all interest or other accumulations, shall be used for the payment of expenses and charges necessary to provide the health, accident and life benefit program.
6. Clark County shall establish an Executive Board not to exceed seven members, which shall consist of representatives of management appointed from the governmental agencies participating in this agreement. The Executive Board shall meet periodically to review the financial performance of the program, evaluate and recommend contractors to the Board of County Commissioners, and negotiate plan changes with the Service Employees International Union subject to the approval of the governing bodies.
7. Clark County shall establish a seven-member committee, which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the plan. Effective January 1, 1991, the committee membership shall be increased to nine members. Effective December 1, 1994, the committee membership shall be increased to ten members through the addition of a labor representative. The committee shall meet periodically to resolve disputes and appeals from the claims administrator.
8. Each public agency may withdraw from this Agreement and participation in the benefit program by giving notice thereof sixty days prior to the anniversary date of the benefit program. Upon the public agency's withdrawal from the Benefit Plan the public agency may be eligible for a distribution of reserves and/or net assets to the extent that:

- A. All claims and expenses attributable to the public agency have been paid;
  - B. As required by NRS 354.6215, and as a result of the public agency's withdrawal from the Benefit Plan, the Board of County Commissioners has determined that an amount of the reserve or balance is no longer required, either in whole or in part; and
  - C. The amount of such excess reserve or balance is a result of contributions or premiums paid are directly attributable to the public agency.
9. The effective date of the Las Vegas Valley Water District's participation in this Agreement shall be January 1, 1991.
  10. The Regional Transportation Commission of Southern Nevada and the Clark County Regional Flood Control District, effective January 1, 2002, shall be recognized as separate participating members in this Agreement.
  11. The effective date of the Southern Nevada Health District's participation in this Agreement shall be August 1, 2009.
  12. The effective date of the Mount Charleston Fire Protection District's participation in this Agreement shall be May 19, 2015.
  13. The effective date of the Las Vegas Metropolitan Police Department's participation in this Agreement shall be January 1, 2016. Participation is limited to the employer's appointed staff and dependents.
  14. Effective January 1, 2014, any participating public agency's contemplated change in the employer/employee premium contribution calculation is subject to prior approval by the Plan Administrator, and may not be made absent Plan Administrator approval.
  15. Nothing in this Agreement shall be construed as limiting the ability of any party hereto to decline to participate in any individual health, life or accident program jointly adopted by the parties pursuant to this Agreement, nor does it preclude any party hereto from providing its employees with a health, life or accident program not jointly adopted under this Agreement. Any party choosing not to participate in such jointly adopted program shall notify, in writing, the Chief Financial Officer, or designee, not later than sixty days prior to the initial effective date of that program or, if already in place, sixty days prior to the anniversary date of that program.
  16. This Interlocal Agreement embodies all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Interlocal Agreement. No prior agreements or understandings pertaining to such matters, whether written or oral, shall be effective for any purpose after the effective date of this Agreement. No provision of this Interlocal Agreement shall be modified or added to except by an agreement in writing signed by the parties hereto. For the purpose of interpretation, this Interlocal Agreement has been prepared by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: \_\_\_\_\_

COUNTY OF CLARK

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STEVE SISOLAK, Chairman  
Board of County Commissioners

LYNN MARIE GOYA, County Clerk

CLARK COUNTY WATER RECLAMATION DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LAWRENCE L. BROWN, III,  
Chairman Board of Trustees

LYNN MARIE GOYA, County Clerk

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LAWRENCE WEEKLY, Chairman  
Board of Trustees

LYNN MARIE GOYA, County Clerk

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LAWRENCE WEEKLY, Chair

CHARLES BOWLING, Vice Chair

LAS VEGAS VALLEY WATER DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

MARILYN KIRKPATRICK, President  
Board of Directors

JOHN ENTSMINGER, Secretary

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LAWRENCE L. BROWN, III, Chairman

DEANNA HUGHES, Secretary



ATTEST:

BY: \_\_\_\_\_  
KELLY BACKMAN, Executive Secretary

ATTEST:

BY: \_\_\_\_\_  
JOSEPH P. ISER M.D.  
Chief Health Officer or Designee

ATTEST:

BY: \_\_\_\_\_  
TRUDY CASEY, Notary

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: \_\_\_\_\_  
TANAKA WILSON

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY: \_\_\_\_\_  
MARY ANNE MILLER  
Deputy District Attorney

REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA

BY: \_\_\_\_\_  
LAWRENCE L. BROWN, III, Chairman

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, Chair

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: \_\_\_\_\_  
DONN JERSEY, Chair  
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_  
LAWRENCE L. BROWN III,  
Fire Commissioner

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: \_\_\_\_\_  
SHERIFF JOSEPH LOMBARDO

**RATES EFFECTIVE 01/01/18**

**CLARK COUNTY, NEVADA  
AND AFFILIATES  
RATES EXHIBIT A**

**LIFE INSURANCE**

**RATES**

Employee; Employee (Age 70 to 74); and Employee (Age 75 and over)	\$0.042 per \$1,000.00 of coverage for all listed categories
Spouse	\$1.54
Children	\$1.54
Spouse/Children	\$1.54

**MEDICAL/DENTAL**

**ACTIVE EMPLOYEE RATES & EMPLOYEES WHO RETIRED BEFORE 12/31/02**

Employee	\$512.72
Spouse	\$446.71
Children	\$425.88
Spouse/Children	\$827.85
Retiree Medicare	\$344.54
Spouse Medicare	\$432.41

**RETIREE RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER**

	<u>0-5 Years of Service</u>	<u>6-9 Years of Service</u>	<u>10 or More Years of Service</u>
Retiree	\$615.25	\$563.99	\$512.72
Spouse	\$536.05	\$491.38	\$446.71
Children	\$511.86	\$468.49	\$425.88
Spouse/Children	\$993.43	\$910.65	\$827.85
Retiree Medicare	\$413.44	\$378.99	\$344.54
Spouse Medicare	\$518.89	\$475.66	\$432.41

Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Benefit Plan.

**MEDICAL/DENTAL**

**RATES FOR RETIREES WITH PART B MEDICARE ONLY**

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Member Only	\$562.75	\$511.49	\$460.22
Member & Spouse both Medicare Part B	\$1,046.30	\$950.38	\$854.43
Member & Spouse one Medicare Part B	\$1,098.80	\$1,002.88	\$906.93
Member & Child	\$1,074.61	\$979.98	\$886.11
Member & Family both Medicare Part B	\$1,503.67	\$1,369.65	\$1,235.58
Member & Family one Medicare Part B	\$1,556.17	\$1,422.15	\$1,288.08

Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Benefit Plan.

Effective January 1, 2008, premiums will be rounded down by one half of one cent for employees that are working less than 40 hours per week and are responsible for a prorate share of their health benefit cost.

**RATES EFFECTIVE 01/01/18**

**CLARK COUNTY, NEVADA  
AND AFFILIATES  
MONTHLY COBRA RATES FOR CONTINUATION COVERAGE  
UNDER THE SELF-FUNDED HEALTH BENEFIT PLAN  
EXHIBIT B**

**EMPLOYEE COBRA RATES**

	<b><u>RATES</u></b>
Member Only	\$527.37
Member & Spouse	\$985.60
Member & Child	\$964.51
Member & Family	\$1,378.41

**RETIREE COBRA RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER**

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Member Only	\$631.95	\$579.67	\$527.37
Member & Spouse	\$1,181.30	\$1,083.45	\$985.60
Member & Child	\$1,156.79	\$1,060.27	\$964.51
Member & Family	\$1,651.88	\$1,515.16	\$1,378.41

The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plan with respect to whom a qualifying event has not occurred pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10003, 100 Stat. 82, 232-237. Clark County Risk Management will collect the entire continuation of coverage rate from the individual who has requested continued coverage.

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD  
PROJECT PRESENTATION – LAS24M17**

**RECOMMENDATION SUMMARY**

**STAFF:** Accept the project presentation.

**TECHNICAL ADVISORY:** Accept the project presentation.

**CITIZENS ADVISORY:** Accept the project presentation.

**RFCD AGENDA  
ITEM #12a  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

**SUBJECT:**

GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD

**PETITIONER:** DAVID N. BOWERS, DIRECTOR

CITY OF LAS VEGAS PUBLIC WORKS

**RECOMMENDATION OF PETITIONER:**

IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT ACCEPT THE PRESENTATION ON THE PROPOSED GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD – LAS24M17 (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None by this action

**BACKGROUND:**

The Gowan North – El Capitan Branch, Lone Mountain to Ann Road is described in the 2013 Master Plan Update as Facility Number GOEC 0000, 0026, 0051 and 0076. It is further identified in the Regional Flood Control District's Ten-Year Construction Program with construction scheduled to begin in FY 2017-2018. The proposed improvements include construction of a 10' x 7' RCB to 10' x 8' RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road. Design drawings and specifications are at 90% complete, right-of-way has been obtained and all necessary permits for project acquired.

Representatives from the City of Las Vegas will be available to respond to any questions following the brief presentation.

Respectfully submitted,



David N. Bowers, Director  
Department of Public Works

TAC AGENDA ITEM # 8a Date: 09/28/17	RFCD AGENDA ITEM # 12a Date: 10/12/17
CAC AGENDA ITEM # 8a Date: 10/02/17	

Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 09/18/17

**GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD  
INTERLOCAL CONTRACT – LAS24M17**

The Gowan North – El Capitan Branch, Lone Mountain to Ann Road is described in the 2013 Master Plan Update as Facility Number GOEC, 0026, 0051 and 0076. It is further identified in the Regional Flood Control District's Ten-Year Construction Program with construction scheduled to begin in FY 2017-2018. The proposed improvements include construction of a 10' x 7' RCB to 10' x 8' RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road. Design drawings and specifications are at 90% complete, right-of-way has been obtained and all necessary permits for project acquired.

Representatives from the City of Las Vegas will be available to respond to any questions following the brief presentation.

**Staff Recommendation:**

Accept the project presentation.

**Discussion by Technical Advisory Committee:**

AGENDA  
#08a Date: 09/28/17

**Recommendation:**

Accept the project presentation.

**Discussion by Citizens Advisory Committee:**

AGENDA  
#08a Date: 10/02/17

**Recommendation:**

Accept the project presentation.



**LAS VEGAS  
CITY COUNCIL**

CAROLYN G. GOODMAN  
Mayor

LOIS TARKANIAN  
Mayor Pro Tem

RICKI Y. BARLOW  
STAVROS S. ANTHONY  
BOB COFFIN  
STEVEN G. SEROKA  
MICHELE FIORE

SCOTT D. ADAMS  
City Manager

DEPARTMENT OF  
PUBLIC WORKS

DAVID N. BOWERS,  
P.E., PTOE  
DIRECTOR

**DEVELOPMENT  
SERVICES CENTER**  
333 N. RANCHO DRIVE  
LAS VEGAS, NV 89106  
702.229.6272 | VOICE  
711 | TTY



cityoflasvegas  
lasvegasnevada.gov

September 11, 2017

Steven C. Parrish, P.E.  
General Manager/Chief Engineer  
Clark County Regional Flood Control District  
600 South Grand Central Parkway, Suite 300  
Las Vegas, NV 89106-5411

**RE: Gowan North – El Capitan Branch, Lone Mountain to Ann Road**

Dear Mr. Parrish:

The City of Las Vegas is pleased to present this project to the Technical Advisory Committee, Citizens Advisory Committee and the District’s Board for approval. The design plans and specifications for the above referenced project are now over 90% complete and have been submitted to the District. The following information is being submitted to comply with the requirements set forth by NRS 543.580:

**Project History and Project Description:** The Gowan North – El Capitan Branch, Lone Mountain to Ann Road is described in the 2013 Master Plan Update as Facility Number GOEC 0000, 0026, 0051 and 0076. It is further identified in the Regional Flood Control District’s Ten-Year Construction Program with construction scheduled to begin in FY 2015-2016. The proposed improvements include construction of a 10’ x 7’ RCB to 10’ x 8’ RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit “A”.

**Project Cost:** A detailed cost estimate for construction is attached as “Exhibit B”. Project costs are estimated to be:

Design Engineering	\$ 781,478
Environmental Mitigation	\$ 2,000
Right-of-Way	\$ 2,000
Construction	\$ 9,000,500
Construction Management	\$ 630,100
Project Total =	\$ 10,416,078

**Outside Funding Sources:** There is no outside funding source included in the project.

**Projected Construction Schedule:** Listed below are the estimated dates for construction of the project.

- Award of Bid Date: January 1, 2018
- Construction Start Date: February 1, 2018
- Project Duration: 18 months



**Cash Flow Projections:** Attached is a cash flow projection that estimates how funds will be drawn to pay the contractor.

**Right-of-Way:** The project will be constructed within an existing Public Right-of-Way.

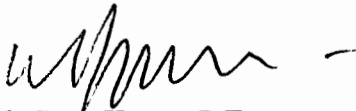
**Economic Benefit:** Based on the report prepared by the District dated August 8, 2005 and accepted by the Board on September 8, 2005, the cost benefit ratio is determined to be 2.0 to 1.

**Environmental Requirements:** A Section 8 Environmental Assessment was accepted by the District in September 29, 2016. The EA showed no significant impacts to the surrounding area.

**Project Enhancements:** None.

If you have any questions, please contact the undersigned at (702) 229-1815.

Sincerely,



Oh-Sang Kwon, P.E.  
Engineering Project Manager  
Department of Public Works

Enclosures:

Cash Flow Projection  
Project Map – “Exhibit A”  
Detailed Cost Estimate – “Exhibit B”

cc: David Bowers, P.E. – CLV  
Allen Pavelka, P.E. – CLV  
Jeremy Leavitt, P.E. – CLV

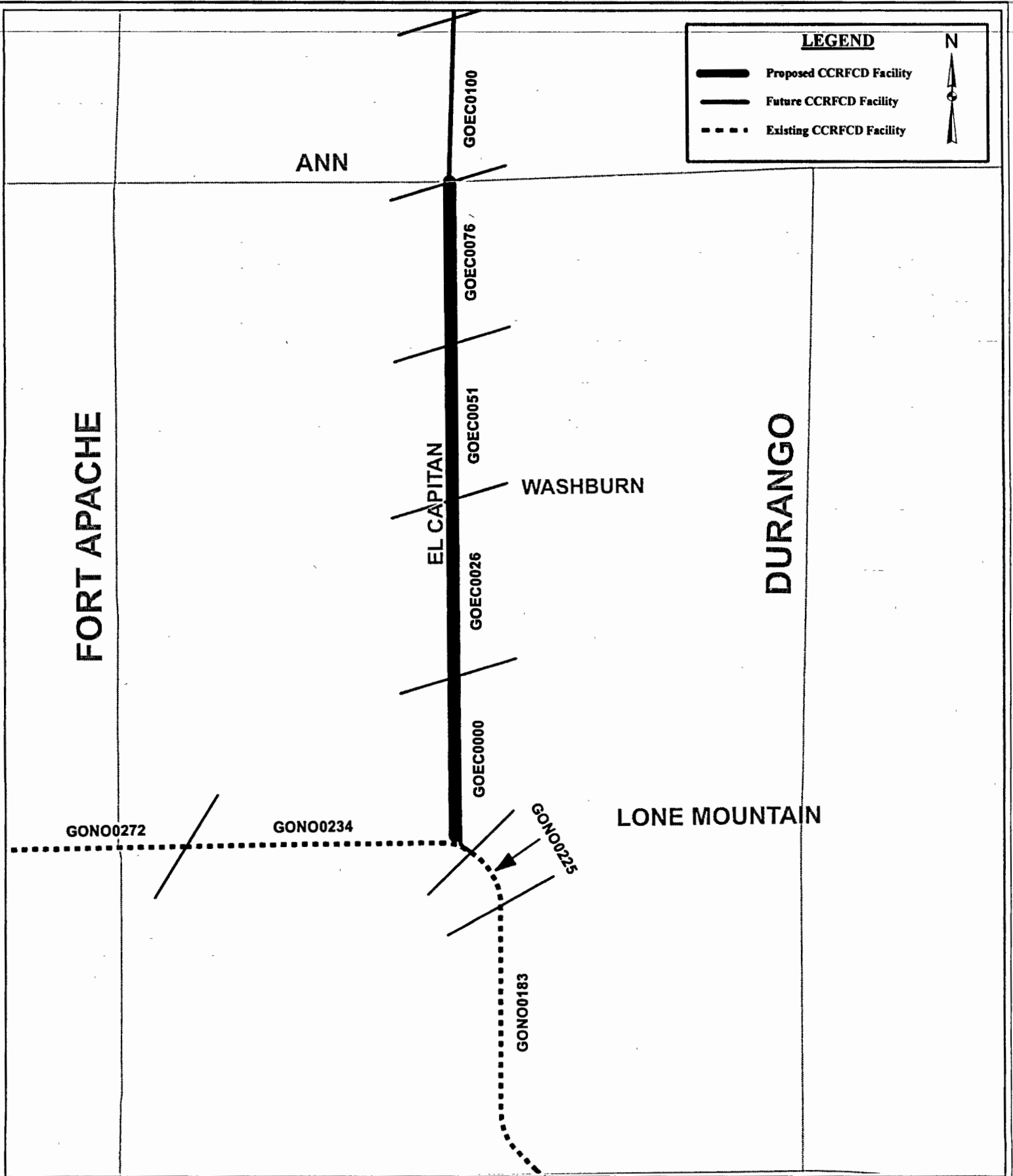
Clark County Regional Flood Control District Cash Flow Projection

Today's Date: 9/11/2017

Project Number: LAS24M17  
 Project Name: Gowan North - El Capitan, Lone Mountain to Ann Road  
 Project Type: Storm Drain  
 ILC Amount: \$ 9,630,600

Construction Schedule			
Milestone	Estimate	Revised	Actual
Award of Bid	1/1/2018		
CONS Start	2/1/2018		
CONS Complete	8/1/2019		
Project Duration	18 months		

Billing Month	Original Estimate		Actual Drawdowns		Variance		Revised Estimate	
	\$	%	\$	%	\$	%	\$	%
Feb-18	\$96,306	1%						
Mar-18	\$192,612	2%						
Apr-18	\$288,918	3%						
May-18	\$385,224	4%						
Jun-18	\$481,530	5%						
Jul-18	\$481,530	5%						
Aug-18	\$674,142	7%						
Sep-18	\$770,448	8%						
Oct-18	\$963,060	10%						
Nov-18	\$963,060	10%						
Dec-18	\$963,060	10%						
Jan-19	\$1,155,672	12%						
Feb-19	\$577,836	6%						
Mar-19	\$481,530	5%						
Apr-19	\$385,224	4%						
May-19	\$288,918	3%						
Jun-19	\$288,918	3%						
Jul-19	\$192,612	2%						
<b>Total</b>	<b>\$ 9,630,600</b>	<b>100%</b>						<b>0.00%</b>



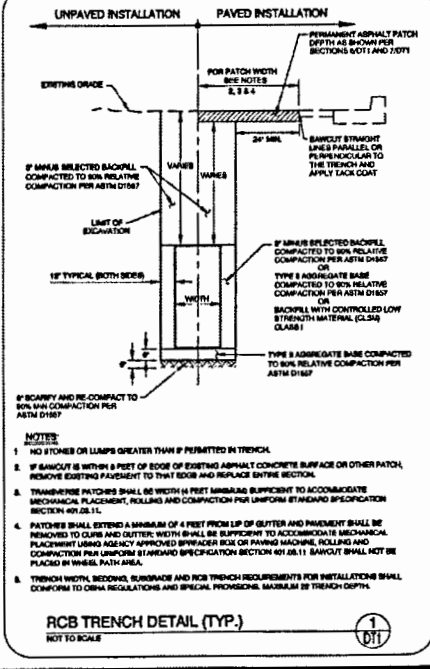
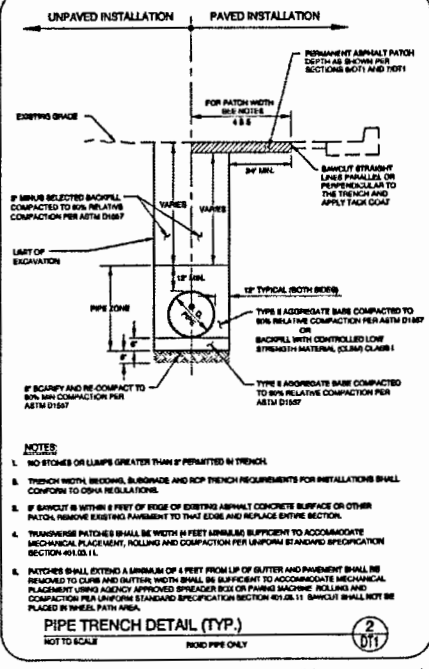
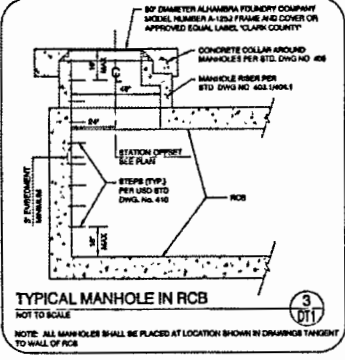
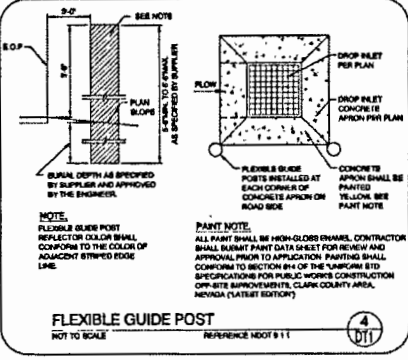
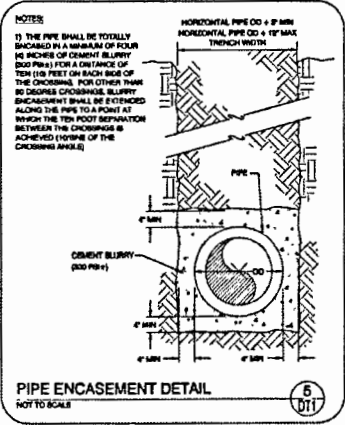
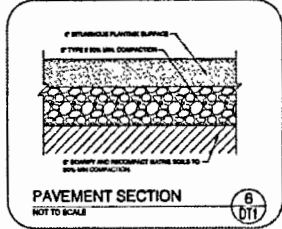
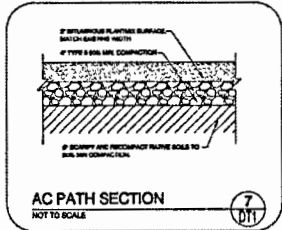
**EXHIBIT A**  
**GOWAN NORTH - EL CAPITAN BRANCH,**  
**LONE MOUNTAIN TO ANN ROAD (LAS24M17)**

**SCALE: 1:12,000**  
**DRAWING NAME:**  
 GowanOutfall\_ElCapitanBranch\_  
 LoneMtn-Ann.mxd  
**DRAWN BY: C. JONES**  
**DATE: 09/14/2017**  
**SHEET NUMBER 1 OF 1**

**GOWAN NORTH - EL CAPITAN BRANCH  
LONE MOUNTAIN TO ANN ROAD  
90% CONSTRUCTION COST ESTIMATE (PROJECT FUNDED BY CCRFCD)**

Item No.	Description	Unit	Quantity	Unit Price	Cost
109.01	OWNER INIATED TIME EXTENSION ALLOWANCE	DAY	15	\$500.00	\$7,500.00
109.02	OWNER INIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	\$700.00	\$10,500.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	\$420,000.00	\$420,000.00
201.01	CLEARING AND GRUBBING	LS	1	\$10,500.00	\$10,500.00
302.01	TYPE II AGGREGATE BASE	CY	5,450	\$26.25	\$143,062.50
302.02	LA MADRE TYPE II AGGREGATE BASE	CY	50	\$26.25	\$1,312.50
302.03	ANN. TYPE II AGGREGATE BASE	CY	150	\$26.25	\$3,937.50
402.01	PLANTMIX BITUMINOUS SURFACE (2-INCH ACCESS PATH)	SY	2,000	\$18.90	\$37,800.00
402.02	PLANTMIX BITUMINOUS SURFACE (4-INCH ROADWAYS)	SY	9,550	\$23.10	\$220,605.00
402.03	LA MADRE. PLANTMIX BITUMINOUS SURFACE (4-INCH ROADWAYS)	SY	300	\$23.10	\$6,930.00
402.04	ANN PLANTMIX BITUMINOUS SURFACE (4-INCH ROADWAYS)	SY	100	\$23.10	\$2,310.00
502.01	5-FOOT BY 3-FOOT REINFORCED CONCRETE BOX	LF	0	\$341.25	\$0.00
502.02	10-FOOT BY 7-FOOT REINFORCED CONCRETE BOX	LF	4,056	\$921.90	\$3,739,226.40
502.03	10-FOOT BY 8-FOOT REINFORCED CONCRETE BOX	LF	1,248	\$935.55	\$1,167,566.40
502.04	TRANSITION STRUCTURE	EA	1	\$13,650.00	\$13,650.00
502.05	JUNCTION STRUCTURE	EA	6	\$23,100.00	\$138,600.00
502.06	RCB PLUG	EA	1	\$2,625.00	\$2,625.00
502.07	LA MADRE. 5-FOOT BY 3-FOOT REINFORCED CONCRETE BOX	LF	48	\$341.25	\$16,380.00
502.08	LA MADRE: JUNCTION STRUCTURE	EA	1	\$23,100.00	\$23,100.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	32	\$115.50	\$3,696.00
603.02	18-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	248	\$126.00	\$31,248.00
603.03	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	40	\$157.50	\$6,300.00
603.04	24-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	32	\$168.00	\$5,376.00
603.05	24-INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	24	\$183.75	\$4,410.00
603.06	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	64	\$189.00	\$12,096.00
603.07	30-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	96	\$199.50	\$19,152.00
603.08	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	136	\$210.00	\$28,560.00
603.09	36-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	232	\$236.25	\$54,810.00
603.10	42-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	88	\$262.50	\$23,100.00
603.11	48-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	296	\$341.25	\$101,010.00
603.12	60-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	56	\$472.50	\$26,460.00
603.13	60-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	144	\$514.50	\$74,088.00
603.14	19-INCH BY 30-INCH ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	32	\$189.00	\$6,048.00
603.15	24-INCH BY 38-INCH ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS III)	LF	40	\$236.25	\$9,450.00
603.16	48-INCH BY 76-INCH ELLIPTICAL REINFORCED CONCRETE PIPE (CLASS IV)	LF	96	\$735.00	\$70,560.00
603.17	RCP PLUG (UP TO 48-INCH RCP)	EA	8	\$2,100.00	\$16,800.00
603.18	RCP PLUG (54-INCH RCP AND LARGER)	EA	1	\$2,625.00	\$2,625.00
603.19	LA MADRE. 24-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	64	\$168.00	\$10,752.00
603.20	LA MADRE: 36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	120	\$210.00	\$25,200.00
603.21	LA MADRE: 54-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	96	\$367.50	\$35,280.00
603.22	LA MADRE RCP PLUG (UP TO 48-INCH RCP)	EA	1	\$2,100.00	\$2,100.00
603.23	ANN 36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	32	\$210.00	\$6,720.00
603.24	ANN 42-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	64	\$236.25	\$15,120.00
605.01	18-INCH PVC PIPE (C900)	LF	88	\$168.00	\$14,784.00
605.02	24-INCH PVC PIPE (C900)	LF	64	\$173.25	\$11,088.00
605.03	30-INCH PVC PIPE (C900)	LF	48	\$315.00	\$15,120.00
605.04	36-INCH PVC PIPE (C900)	LF	0	\$367.50	\$0.00
609.01	48-INCH ACCESS MANHOLE	EA	21	\$5,250.00	\$110,250.00
609.02	TYPE II STORM DRAIN MANHOLE	EA	2	\$10,500.00	\$21,000.00
609.03	TYPE III STORM DRAIN MANHOLE	EA	13	\$10,500.00	\$136,500.00
609.04	NDOT TYPE 2B DROP INLET AND CONCRETE APRON	EA	10	\$5,775.00	\$57,750.00
609.05	TYPE "CM2" DROP INLET (L=10 FEET)	EA	0	\$13,125.00	\$0.00
609.06	TYPE "CM2" DROP INLET (L=20 FEET)	EA	0	\$21,000.00	\$0.00
609.07	SPECIAL DROP INLET (L=10-FEET)	EA	11	\$15,750.00	\$173,250.00
609.08	SPECIAL DROP INLET (L=20-FEET)	EA	10	\$26,250.00	\$262,500.00
609.09	LA MADRE TYPE III STORM DRAIN MANHOLE	EA	1	\$10,500.00	\$10,500.00
609.10	LA MADRE TYPE "CM2" DROP INLET (L=10 FEET)	EA	1	\$13,125.00	\$13,125.00
609.11	LA MADRE. TYPE "CM2" DROP INLET (L=20 FEET)	EA	1	\$21,000.00	\$21,000.00
609.12	LA MADRE: SPECIAL DROP INLET (L=10-FEET)	EA	2	\$15,750.00	\$31,500.00
609.13	ANN SPECIAL DROP INLET (L=20-FEET)	EA	2	\$26,250.00	\$52,500.00
622.01	CONSTRUCTION SURVEYING	LS	1	\$52,500.00	\$52,500.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	\$115,500.00	\$115,500.00
627.01	PERMANENT SIGN (GROUND MOUNTED) (METALSUPPORTS)	EA	48	\$367.50	\$17,640.00
629.01	RELOCATE 8-INCH WATER LINE	LS	5	\$31,500.00	\$157,500.00
629.02	RELOCATE 10-INCH WATER LINE	LS	1	\$57,750.00	\$57,750.00
629.03	RELOCATE 12-INCH WATER LINE	LS	1	\$63,000.00	\$63,000.00
630.01	8-INCH PVC SDR-35 SANITARY SEWER	LF	1,035	\$131.25	\$135,843.75
630.02	48-INCH SANITARY SEWER MANHOLE	EA	5	\$12,075.00	\$60,375.00
630.03	60-INCH SANITARY SEWER MANHOLE	EA	1	\$14,175.00	\$14,175.00
637.01	DUST CONTROL	LS	1	\$15,750.00	\$15,750.00
637.02	NPDES DISCHARGE PERMIT	LS	1	\$4,725.00	\$4,725.00
<b>SUBTOTAL</b>					<b>\$8,182,192.05</b>
<b>10% CONTINGENCY</b>					<b>\$818,219.21</b>
<b>SUBTOTAL</b>					<b>\$9,000,411.26</b>
<b>7% CONSTRUCTION MANAGEMENT</b>					<b>\$630,028.79</b>
<b>TOTAL CONSTRUCTION COST</b>					<b>\$9,630,440.04</b>





**UNIFORM DESIGN STANDARDS FOR WATER DISTRIBUTION SYSTEMS**

**NOTES:**

1. REFER TO THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (UNIFORM STANDARD SPECIFICATIONS) FOR THE TYPE OF MATERIALS TO BE USED. REFER TO THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (UNIFORM STANDARD SPECIFICATIONS) FOR THE TYPE OF MATERIALS TO BE USED. REFER TO THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (UNIFORM STANDARD SPECIFICATIONS) FOR THE TYPE OF MATERIALS TO BE USED.
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NOT TO SCALE

19

**UNIFORM DESIGN STANDARDS FOR WATER DISTRIBUTION SYSTEMS**

NOT TO SCALE

17

PREPARED BY: **GCW** CONSULTING ENGINEERS

CITY OF LAS VEGAS

PROJECT: **GOWAN NORTH - EL CAPITAN BRANCH LONE MOUNTAIN ROAD TO ANN ROAD**

DATE: 08/20/2014

SCALE: AS SHOWN

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

IN CHARGE: [Signature]

DATE: 08/20/2014

PROJECT: **DETAIL SHEET 1**

DATE: 08/20/2014

BY: [Signature]

DT1

25 OF 58

3274284

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD  
INTERLOCAL CONTRACT – LAS24M17

**RECOMMENDATION SUMMARY**

**STAFF:** Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**TECHNICAL ADVISORY:** Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**CITIZENS ADVISORY:** Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**RFCD AGENDA  
ITEM #12b  
DATE: 10/12/17**

CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT  
AGENDA ITEM

<b>SUBJECT:</b> GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD
<b>PETITIONER:</b> DAVID N. BOWERS, DIRECTOR CITY OF LAS VEGAS PUBLIC WORKS
<b>RECOMMENDATION OF PETITIONER:</b> IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THE INTERLOCAL CONTRACT FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR THE GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD – LAS24M17 (FOR POSSIBLE ACTION)

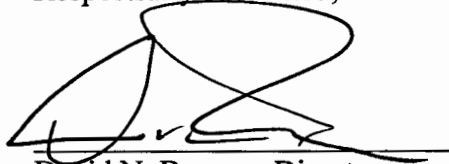
**FISCAL IMPACT:**

Construction Management	\$ 630,100
Construction	<u>\$ 9,000,500</u>
Total	\$ 9,630,600

**BACKGROUND:**

The Gowan North – El Capitan Branch, Lone Mountain to Ann Road is described in the 2013 Master Plan Update as Facility Number GOEC 0000, 0026,0051 and 0076. It is further identified in the Regional Flood Control District’s Ten-Year Construction Program with construction scheduled to begin in FY 2017-2018. The proposed improvements include construction of a 10’ x 7’ RCB to 10’ x 8’ RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road.

Respectfully submitted,



David N. Bowers, Director  
Department of Public Works

TAC AGENDA ITEM # 8b Date: 09/28/17	RFCD AGENDA ITEM # 12b Date: 10/12/17
CAC AGENDA ITEM # 8b Date: 10/02/17	



Regional Flood Control District  
AGENDA ITEM DEVELOPMENT

**Staff Discussion:**

Date: 09/18/17

**GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN ROAD  
INTERLOCAL CONTRACT – LAS24M17**

The City of Las Vegas has submitted a request to approve an interlocal contract in the amount of \$9,630,600 for construction and construction engineering of the Gowan North, El Capitan Branch, Lone Mountain to Ann Road project.

The proposed improvements include construction of a 10' x 7' RCB to 10' x 8' RCB and associated collection facilities along El Capitan Way from Lone Mountain Road to Ann Road.

With the total project construction cost of \$8.2 million, approximately 97 jobs will be created or sustained with this project. District funding will be provided as follows:

Construction	\$9,000,500
Construction Engineering	\$ 630,100
Total ILC Value	\$9,630,600

This project is included in Year 1 of the Ten Year Construction Program. The District Attorney has reviewed the contract.

**Staff Recommendation:**

Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**Discussion by Technical Advisory Committee:**

AGENDA  
#8b Date: 09/28/17

**Recommendation:**

Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**Discussion by Citizens Advisory Committee:**

AGENDA  
#08b Date: 10/02/17

**Recommendation:**

Approve subject to approval of the Ten Year Construction Program Amendment item on this agenda.

**INTERLOCAL CONTRACT  
GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN TO ANN  
ROAD**

**THIS INTERLOCAL CONTRACT** made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the City of Las Vegas hereinafter referred to as “CITY”.

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

**WHEREAS**, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number GOEC 0000, GOEC 0026, GOEC 0051, and GOEC 0076, hereinafter referred to as “PROJECT”; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit “A”; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION I - SCOPE OF THE PROJECT**

This INTERLOCAL CONTRACT applies to construction and construction management associated with the Gowan North – El Capitan Branch, Lone Mountain to Ann Road project. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit “A”.

**SECTION II - PROJECTS COSTS**

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed \$630,100.
2. Construction at a cost not to exceed \$9,000,500.
3. The total cost of the contract shall not exceed \$9,630,600 which includes all of the items described in the paragraphs above.
4. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

### **SECTION III - GENERAL**

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The CITY will use its best efforts to award the bid for this project by January 1, 2018. Prior to submission of the first payment request, the Entity will submit to the DISTRICT a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
  - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
  - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
  - c. Design Engineering
  - d. Construction Engineering
  - e. Construction (all work after award of construction contract)
  - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs

incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)

g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 30, 2020. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

\_\_\_\_\_

\_\_\_\_\_

City of Las Vegas

Regional Flood Control District

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

By: \_\_\_\_\_  
LAWRENCE L. BROWN, III,  
Chairman

Attest

Attest

By: \_\_\_\_\_  
LuAnn Holmes, MMC  
City Clerk

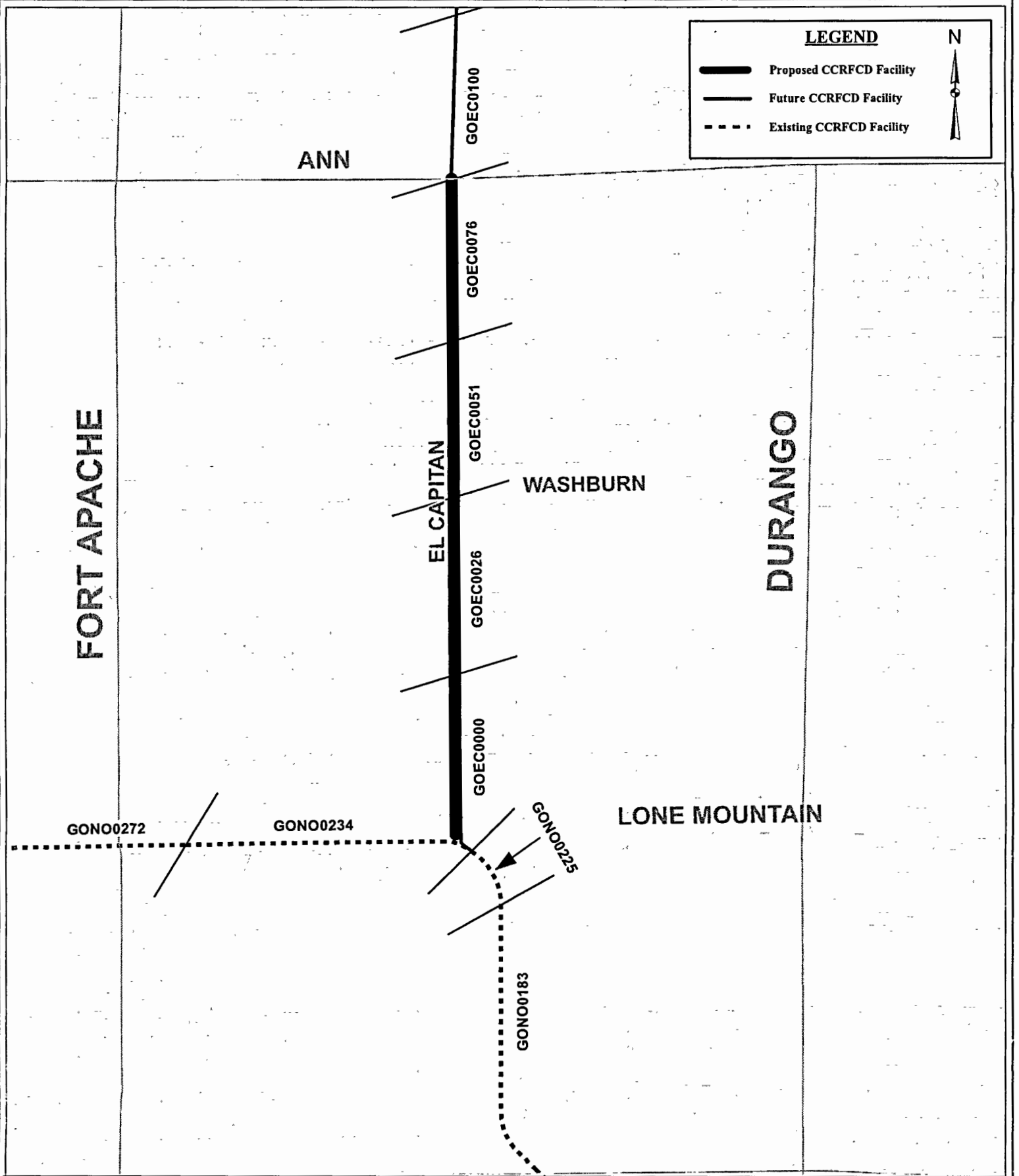
By: \_\_\_\_\_  
Deanna Hughes  
Secretary to the Board

Approved as to Form




Approved as to Form

By: \_\_\_\_\_  
Deputy City Attorney      Date


By: \_\_\_\_\_  
Christopher Figgins      Date  
Chief Deputy District Attorney



**LEGEND**

	Proposed CCRFCD Facility
	Future CCRFCD Facility
	Existing CCRFCD Facility

N





**EXHIBIT A**  
**GOWAN NORTH - EL CAPITAN BRANCH,**  
**LONE MOUNTAIN TO ANN ROAD (LAS24M17)**

SCALE: 1:12,000  
 DRAWING NAME:  
 GowanOutfall\_ElCapitanBranch\_LoneMtn-Ann.mxd  
 DRAWN BY: C. JONES  
 DATE: 09/14/2017  
 SHEET NUMBER 1 OF 1

**CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT**

**AGENDA ITEM**

**SUBJECT:**

**FISCAL YEAR 2016-17 ANNUAL REPORT AND MINI SUMMARY REPORT**

**RECOMMENDATION SUMMARY**

**STAFF:**

Adopt the Fiscal Year 2016-17 Annual Report and authorize the General Manager to provide copies of the annual report and the summary to the public at no cost.

**TECHNICAL ADVISORY:**

The Technical Advisory Committee did not hear this item.

**CITIZENS ADVISORY:**

The Citizens Advisory Committee did not hear this item.

**RFCD AGENDA  
ITEM #13  
DATE: 10/12/17**



CLARK COUNTY  
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

**SUBJECT:**

FISCAL YEAR 2016-2017 ANNUAL REPORT AND MINI SUMMARY REPORT

**PETITIONER:**

STEVEN C. PARRISH, P.E., GENERAL MANAGER/CHIEF ENGINEER

**RECOMMENDATION OF PETITIONER:**

THAT THE BOARD ADOPT THE FISCAL YEAR 2016-2017 ANNUAL REPORT AND MINI SUMMARY REPORT AND AUTHORIZE THE GENERAL MANAGER TO PROVIDE COPIES TO THE PUBLIC AT NO COST (FOR POSSIBLE ACTION)

**FISCAL IMPACT:** None by this action.

**BACKGROUND:**

In accordance with Nevada Revised Statutes (NRS) 543.5955, the District publishes an annual report summarizing the District's accomplishments and highlighting the flood control improvements completed in that year. The report also provides information about District finances, programs, partnerships and outreach efforts, among other things. The District produced the report electronically, which helps promote sustainability of our natural resources. A Mini Summary of the report has also been printed for distribution.

I would like to acknowledge the dedicated support of the District's staff in accomplishing the wide variety of tasks highlighted in this annual report. Without their commitment, the District could not achieve its goals, complete the magnitude of construction projects included in this year's annual report, nor address the dynamic needs of the community we serve.

It is recommended that the Board authorize the General Manager to provide copies of the annual report and the summary to the public at no cost.

Respectfully submitted,



Steven C. Parrish, P.E.  
General Manager/Chief Engineer

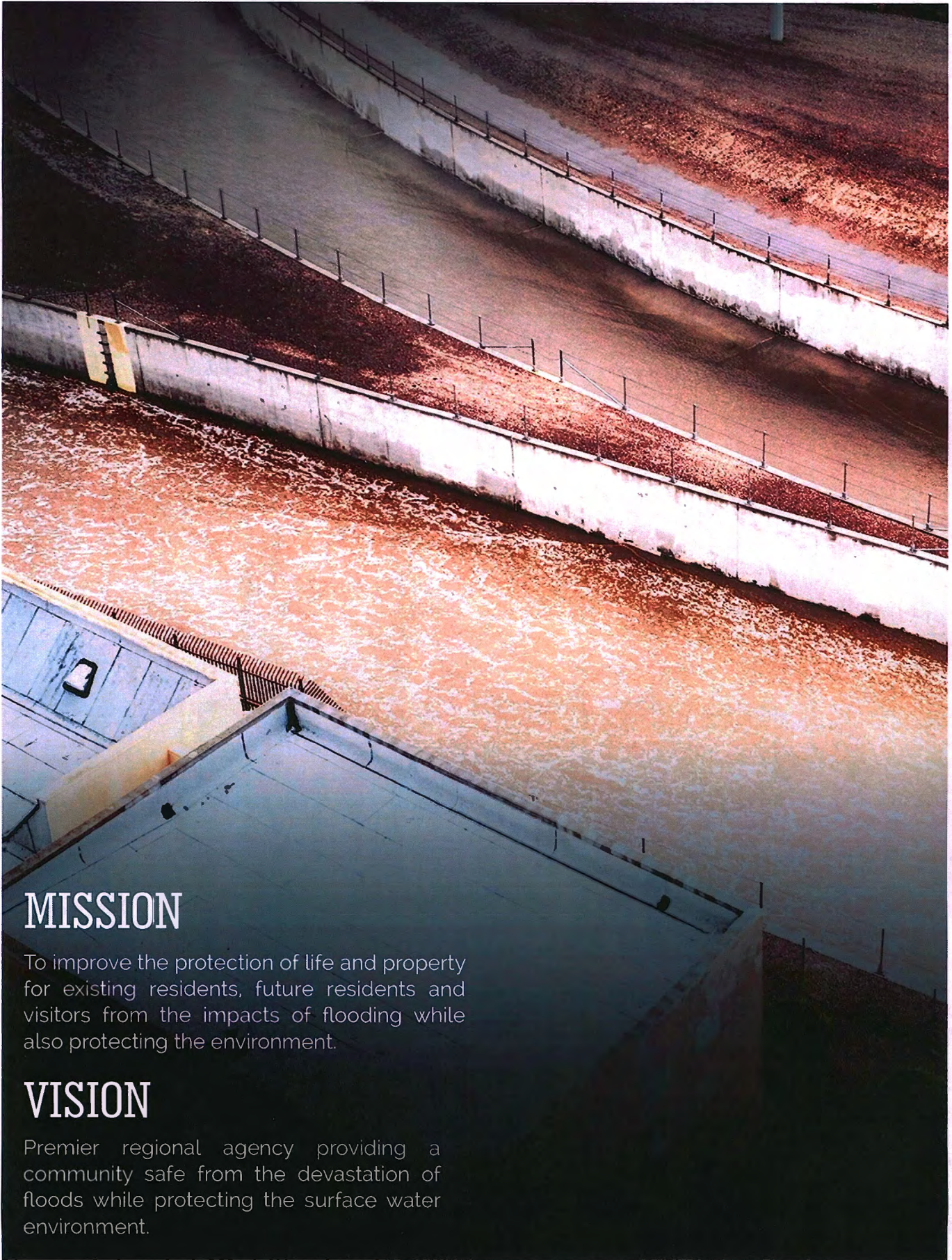
RFCD AGENDA  
ITEM #13  
Date: 10/12/17



2016-2017

# ANNUAL REPORT

REGIONAL FLOOD CONTROL DISTRICT  
CLARK COUNTY, NEVADA



## MISSION

To improve the protection of life and property for existing residents, future residents and visitors from the impacts of flooding while also protecting the environment.

## VISION

Premier regional agency providing a community safe from the devastation of floods while protecting the surface water environment.

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## DISTRICT MESSAGE

This annual report provides just a snapshot in time of flood control progress that's been building for three decades.

As you come in for a look, you'll find an agency committed to its mission each and every day from the smallest drainage projects to large scale detention basins. Each design, invoice and Tweet all arises from the idea that the District works to keep floods away from people and keep people away from floods.

Since our inception in the late 1980s, approximately 612 miles of channels and underground storm drains and 91 detention basins have been built. Currently we have 20 funded projects totaling \$132 million. Each mile of our system completes another piece of the master plan and provides more peace of mind to residents throughout Clark County.

As of June 2017, we've got projects under way along Interstate 15 in North Las Vegas, in Las Vegas Boulevard at Duck Creek Wash and the Logandale Levee Project along the Muddy River.

To date, the District's progress has removed 54 miles of federally-designated flood zone. Each

time a FEMA flood zone is removed, residents save substantial amounts on flood insurance. Each project puts Southern Nevadans to work. Our current funded projects create or sustain more than 1,500 jobs each one adding muscle to the local economy.

In the past year we have completed eight projects totaling \$35.3 million ranging from the large Centennial Parkway Channel West with massive box culverts stretching 32 feet wide and lined up for more than 3,200 feet to a small local storm drain project on Lexington Street in the City of Las Vegas

The District funded nearly two billion dollars on flood control over the past three decades, protecting our residents, visitors and infrastructure.

Last year's flash flood season was a deadly reminder of just how critical our work is to this community. Working together with governmental entities, agencies, businesses and residents, we can commit to better protecting all of Clark County.



Past Fiscal Year  
Completed 8 Projects



Jobs sustained or  
added to the economy



20 Current  
Projects

# BOARD OF DIRECTORS

AS OF JUNE 2017

The Clark County Regional Flood Control District (the District) is governed by a Board of Directors consisting of eight members. The Board serves as a policy-making body and employs a General Manager/Chief Engineer to serve as executive officer.



**Lawrence L. Brown III**  
Chairman | Commissioner  
Clark County



**Debra March**  
Vice Chairman | Mayor  
City of Henderson



**Chris Giunchigliani**  
Commissioner  
Clark County



**Carolyn Goodman**  
Mayor  
City of Las Vegas



**John Lee**  
Mayor  
City of North Las Vegas



**David Ballweg**  
Councilman  
City of Mesquite



**Dr. Lois Tarkanian**  
Councilwoman  
City of Las Vegas



**Rod Woodbury**  
Mayor  
City of Boulder City



## AUTHORITY OF THE DISTRICT

The Nevada Legislature authorized the creation of the District in 1985 to develop a coordinated and comprehensive Master Plan to solve flooding problems, to regulate land use in flood hazard areas, to fund and coordinate the construction of flood control facilities and to develop and contribute to the funding of a maintenance program for Master Plan flood control facilities. The District also provides public education regarding flood dangers and monitors rainfall and flow data during storms, disseminating information to appropriate public works and safety crews. The service area for the District includes Clark County and the incorporated areas of the City of Las Vegas, the City of Henderson, the City of North Las Vegas, the City of Boulder City, and the City of Mesquite.

The District is governed by a Board of Directors comprised of the same membership as the Regional Transportation Commission, except that each board/commission elects its own officers. The Board includes two representatives from both Clark County and the City of Las Vegas and one representative from the City of Henderson, the City of North Las Vegas, the City of Boulder City, and the City of Mesquite. Public meetings are generally held on the second Thursday of the month, at which time the Board acts on policy and other flood control matters.

The Board annually elects a chairman and a vice-chairman from among its members. The General Manager/Chief Engineer is responsible for surveying, investigating, reporting and estimating the extent of flood control problems and for presenting flood control recommendations to the Board.

The Regional Flood Control District is a distinct local governmental agency. The District contracts with Clark County for various legal and administrative services provided by departments such as the Comptroller, District Attorney, General Services, Human Resources, Information Systems and Treasurer.

# ADVISORY COMMITTEES



Pictured from left to right: Joseph R. Leedy, Travis H. Anderson, Scott P. Hansen, Jennifer Doody, Joe A. Yatson, Robert Herr, David Bowers

A Technical Advisory Committee (TAC) holds public meetings, the representation of which mirrors that of the Board of Directors. They advise the Regional Flood Control District Board of Directors on technical matters. The current members include local public works directors, city engineers and planning directors. The General Manager/Chief Engineer (serving as the Executive Director of the committee) and a representative of the Citizens' Advisory Committee are both non-voting members of the TAC.

## MEMBERS

<b>Chairman Jennifer Doody</b>	Director of Public Works, North Las Vegas
<b>Vice-Chairman Scott P. Hansen</b>	Director of Public Works, Boulder City
<b>Travis H. Anderson</b>	City Engineer, Mesquite
<b>Robert Herr</b>	Director of Public Works, Parks and Recreation, Henderson
<b>David Bowers</b>	Director of Public Works, Las Vegas
<b>Allen E. Pavelka</b>	City Engineer, Las Vegas
<b>Denis Cederburg</b>	Director of Public Works, Clark County
<b>Ebrahim Juma</b>	Assistant Planning Manager Water Quality, Clark County Water Reclamation District

## ALTERNATES

<b>Jim Keane</b>	City Engineer, Boulder City
<b>Thomas E. Davy</b>	City Engineer, Henderson
<b>Ed McGuire</b>	Assistant Director of Public Works, Parks and Recreation, Henderson
<b>Jeremy Leavitt</b>	Engineering Program Manager, Las Vegas
<b>Oh-Sang Kwon</b>	Engineering Project Manager, Las Vegas
<b>Richard Secrist</b>	Development Services Director, Mesquite
<b>Dale Daffern</b>	Engineering Manager of Construction Services and Survey, North Las Vegas
<b>Robert Thompson</b>	Deputy Director of Public Works, Clark County
<b>Joe A. Yatson</b>	Manager, Design Engineering Division, Clark County
<b>Joseph R. Leedy</b>	Principal Planner Water Quality, Clark County Water Reclamation District
<b>Michael Hudgeons</b>	City Traffic Engineer, North Las Vegas





Pictured from left to right: Jason Gross, Shawn Meagher, Norman Ashford, Terrence P. Kane, Shawn Fleming, J. William Starmer, Cathy Littlefield, Jennifer L. Taylor, Ronald Newell

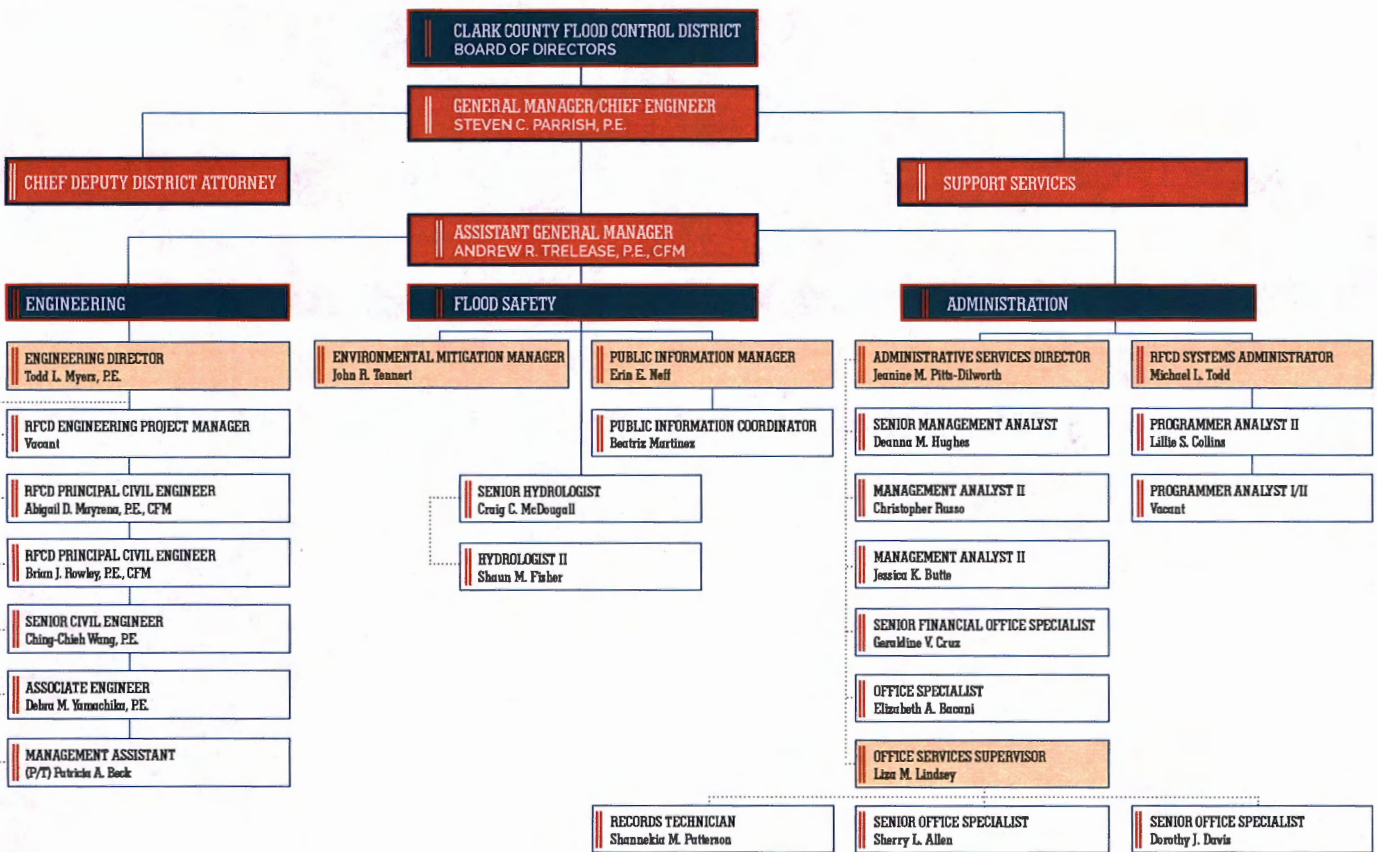
The Citizens' Advisory Committee (CAC) holds public meetings and is composed of one citizen appointed by each city council and county commission included in the District, and of one citizen appointed by each Board member. The CAC was created to represent public interest and to advise the Board on various matters.

**MEMBERS**

Chairman <b>Larry Nelson</b>	Henderson
Vice-Chairman <b>Ronald Newell</b>	Clark County
<b>Jason Gross</b>	Boulder City
<b>Scott Ruedy</b>	North Las Vegas
<b>Calvin Black</b>	Henderson
<b>Shawn Fleming</b>	Boulder City
<b>Terrence P. Kane</b>	Las Vegas
<b>Cathy Littlefield</b>	Clark County
<b>Shawn Meagher</b>	North Las Vegas
<b>Jennifer L. Taylor, Esq.</b>	Clark County
<b>J. William Starmer</b>	Las Vegas
<b>Norman Ashford</b>	Mesquite

# REGIONAL FLOOD CONTROL DISTRICT

## ORGANIZATIONAL CHART



# ABOUT OUR REGION

Clark County is one of the most dynamic and diverse communities in the nation. The county boasts two-thirds of the state's residents and draws 43 million tourists a year. The economy's steady growth continues with even more development projects to attract visitors to the area.

The construction of I-11 and the future professional sports teams moving to the area will provide excellent jobs and boost the local industry. Gaming and sales tax revenue continues to climb with visitors pouring \$35.5 billion into the Southern Nevada economy last year.

Additionally, the county is home to natural treasures including the Red Rock Canyon National Conservation Area with world class rock climbing and recreation opportunities from Lake Mead to the Colorado River and to the heights of the Spring Mountains.



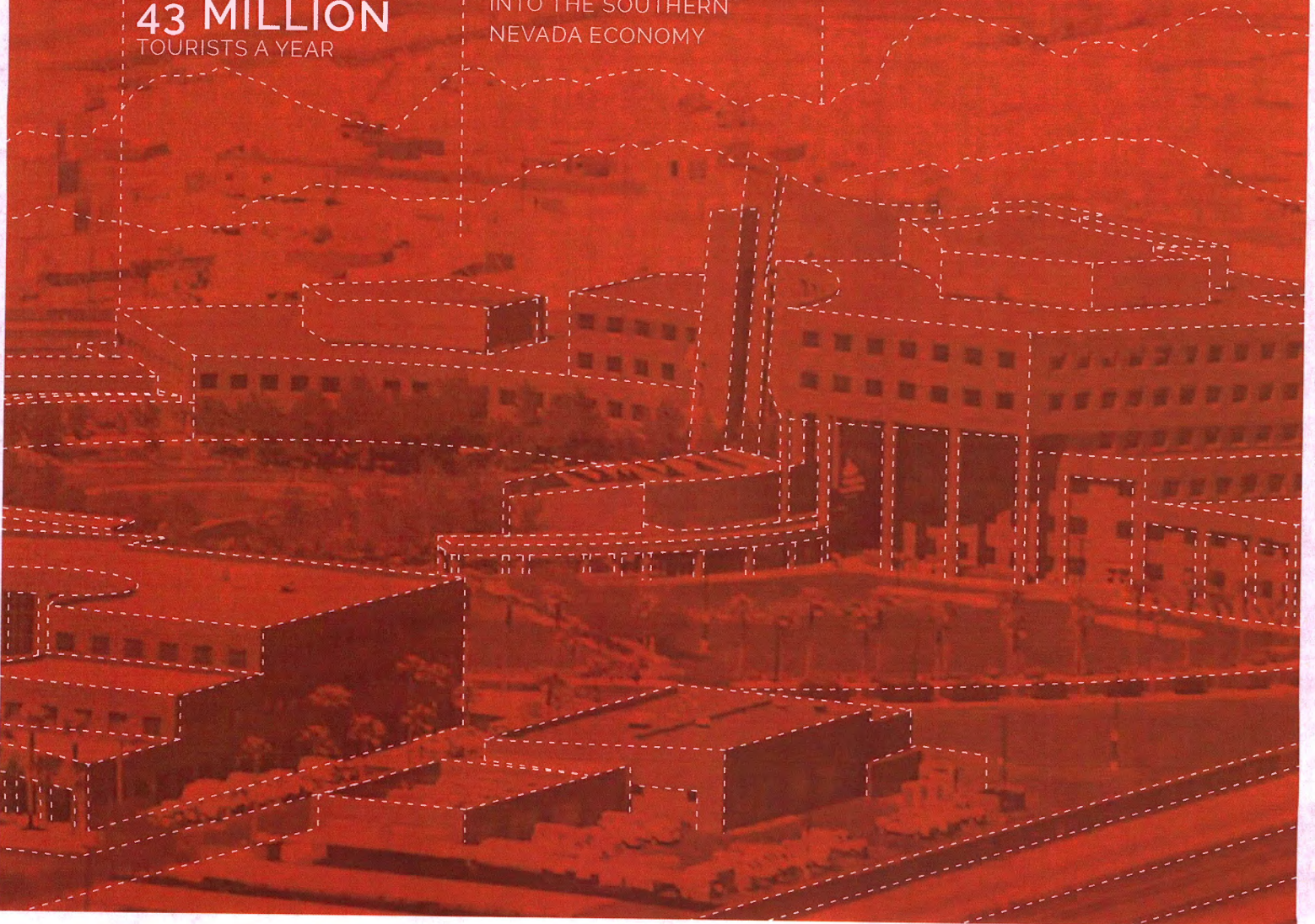
**43 MILLION**  
TOURISTS A YEAR

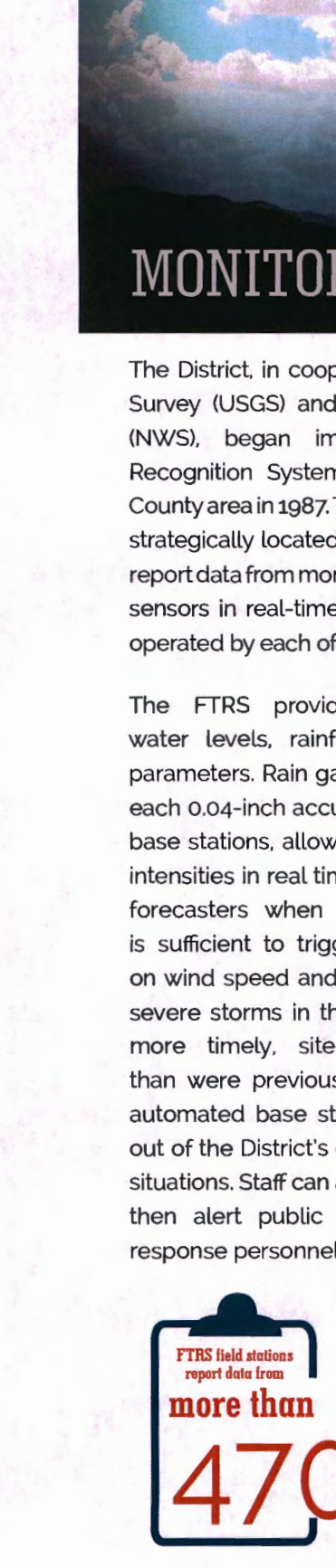


VISITORS POURING  
**\$35.5 BILLION**  
INTO THE SOUTHERN  
NEVADA ECONOMY



THE COUNTY IS HOME TO  
NATURAL TREASURES INCLUDING  
**RED ROCK CANYON**





# MONITORING THE WEATHER


The District, in cooperation with the U.S. Geological Survey (USGS) and the National Weather Service (NWS), began implementing a Flood Threat Recognition System (FTRS) throughout the Clark County area in 1987. The system includes a network of strategically located field stations that automatically report data from more than 470 hydro-meteorological sensors in real-time to computerized base stations operated by each of the cooperating agencies.

The FTRS provides valuable information on water levels, rainfall, and other meteorological parameters. Rain gauges automatically report after each 0.04-inch accumulation of rainfall to the FTRS base stations, allowing for the evaluation of rainfall intensities in real time. Humidity sensors alert NWS forecasters when summer monsoonal moisture is sufficient to trigger thunderstorms. Information on wind speed and direction helps the NWS track severe storms in the Clark County area and issue more timely, site-specific weather statements than were previously possible. The District's fully automated base station notifies staff, both in and out of the District's offices, of potentially dangerous situations. Staff can assess the potential for flooding, then alert public works, and other emergency response personnel, as necessary.

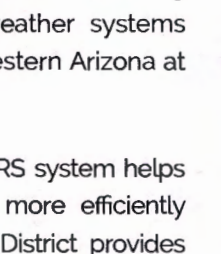
While more than two thirds of the FTRS field stations are located in the Las Vegas Valley, other gauges installed in Laughlin, Searchlight, Jean, Primm, Goodsprings, Mesquite, Bunkerville, Moapa Valley, Coyote Springs, CalNevAri, Indian Springs, the Carpenter 1 Burn Area, and on the Moapa Band of Paiutes reservation allow emergency responders to monitor weather conditions throughout Clark County.

In addition to the field stations described above, the District also captures real-time data from 54 field stations operated and maintained by either the National Park Service or Mohave County, Arizona. The District can collect and use the information provided by all of these sites, and as a result, we are effectively able to expand our weather monitoring network and keep an eye on weather systems along the Colorado River and in western Arizona at minimal cost.

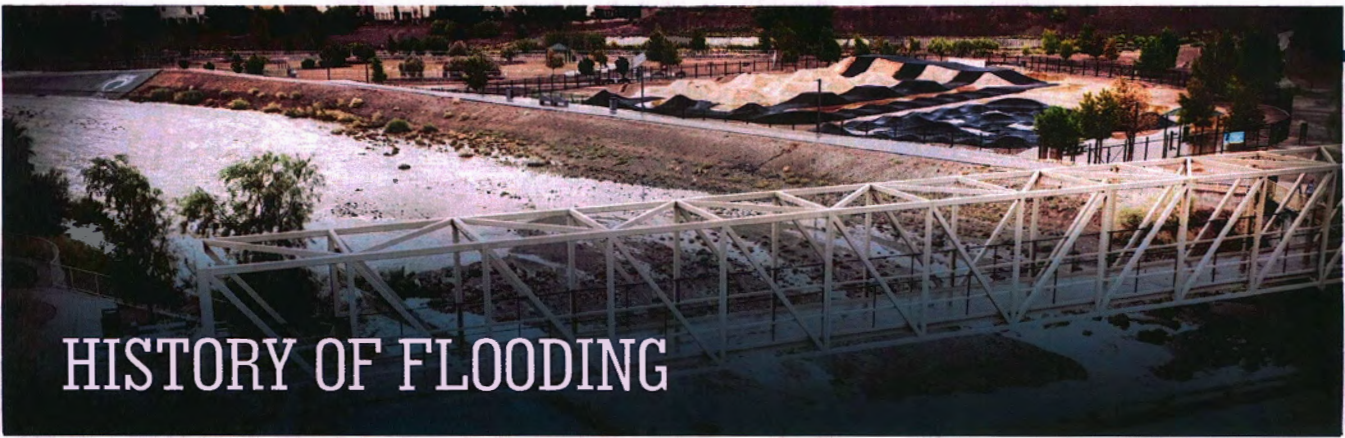
The information provided by the FTRS system helps emergency response agencies to more efficiently direct their limited resources. The District provides the public and the media with access to the FTRS data, both current and historical, through our website ([www.regionalflood.org](http://www.regionalflood.org)). Reports detailing significant flood events of the past can also be found here.



FTRS field stations report data from  
**more than**  
**470** sensors that provide valuable information on water levels, rainfall, and other  
**METEOROLOGICAL PARAMETERS**



FTRS provides valuable information  
**more than**  
**66%** of the FTRS field stations are located in the  
**LAS VEGAS VALLEY**



## HISTORY OF FLOODING

For more than 100 years, the dry, hot region of Clark County has experienced periods of intense rainfall and subsequent flash flooding. In a special report entitled "History of Flooding, Clark County, Nevada 1905-1975," the U.S. Soil Conservation Service documented 184 different flooding events that resulted in damages to private property and public facilities. Since 1960, the area has experienced at least 12 floods that resulted in more than \$1 million in property damage. In that same period, 32 lives were lost in 21 separate flash flood events.

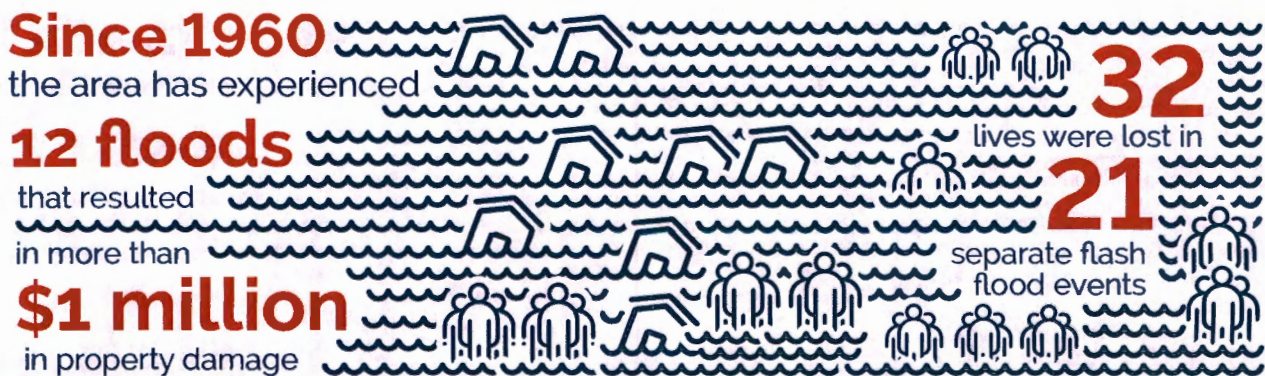
While floods can and have occurred in almost every month of the year, the most damaging storms typically occur between July and September. During these hot summer months, moist, unstable air, usually from the Gulf of Mexico or Gulf of California, is rapidly forced upward by hot air currents. The dynamics of this process often result in spectacular displays of lightning in the desert sky. Too often, they also cause severe thunderstorms with intense rainfall on steep mountain slopes and armored desert surfaces. The rainwater runs off rapidly and concentrates in the urbanized areas at lower elevations.

Most residents and visitors are unaware of the flood potential or never see flooding occur until it is too late. Rainfall at one location can cause runoff to flow many

miles away and impact a different location that may not have any precipitation that day. The primary focus is on death and the tremendous property damage floods cause. Clark County residents also experience inconveniences as a result of flooded roadways. Support services such as police, fire, and ambulance are sometimes delayed in responding to victims of life-threatening incidents for the same reason.

Flood events adversely impact the local economy through loss of business at commercial establishments due to decreased access. Furthermore, flooding in the Las Vegas Valley can become national news and deter tourists from visiting the area.

The average rainfall in the Las Vegas Valley is 4.19 inches, and this amount is nearly equally divided between summer and winter rainy seasons. For the one year period ending June 30, 2017, the NWS measured a total of 3.02 inches. However, any one point in Clark County is not necessarily representative of the entire area. For example, on August 22, 2016 the official rainfall total measured by the NWS was a trace (less than 0.01 inches) nonetheless, multiple FTRS rain gauges in and around Nellis AFB reported over 1 inch of rainfall from a widespread storm.



# KEEPING THE COMMUNITY INFORMED

The Public Information Department works to keep people away from flood waters.

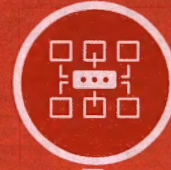
PRESENTATIONS  
TO MORE THAN  
**10,000 STUDENTS**



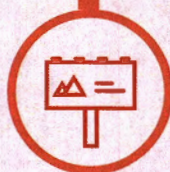
PROCLAMATIONS  
WITH SAFETY  
MESSAGES



SOCIAL MEDIA  
OUTREACH AND  
THE FLOODSPOT APP



FLOOD CHANNEL  
TV SHOW OF DISTRICT  
PROGRAMMING



PAID ADVERTISING  
CAMPAIGN



ANNUAL PRESS  
CONFERENCE  
HIGHLIGHTING DANGERS

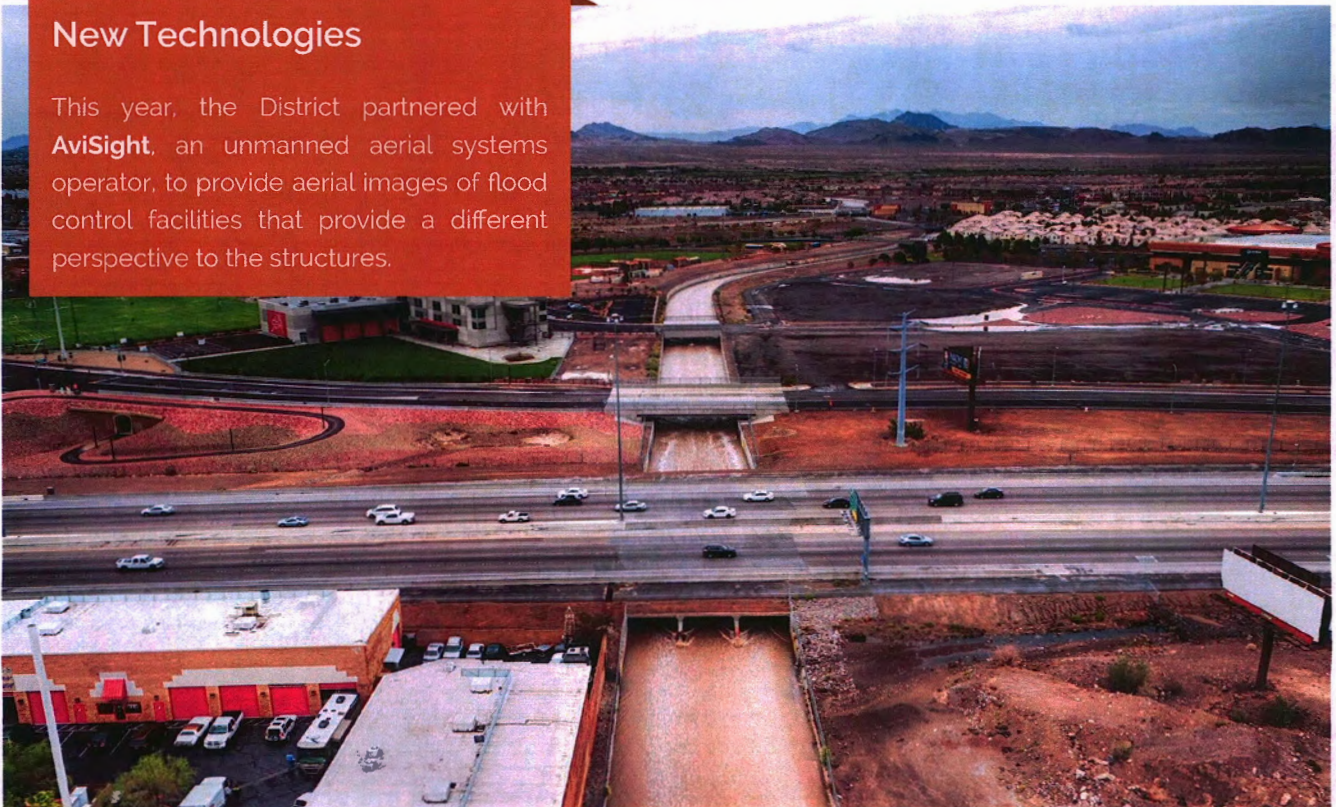
# ENHANCING INFORMATION SYSTEMS

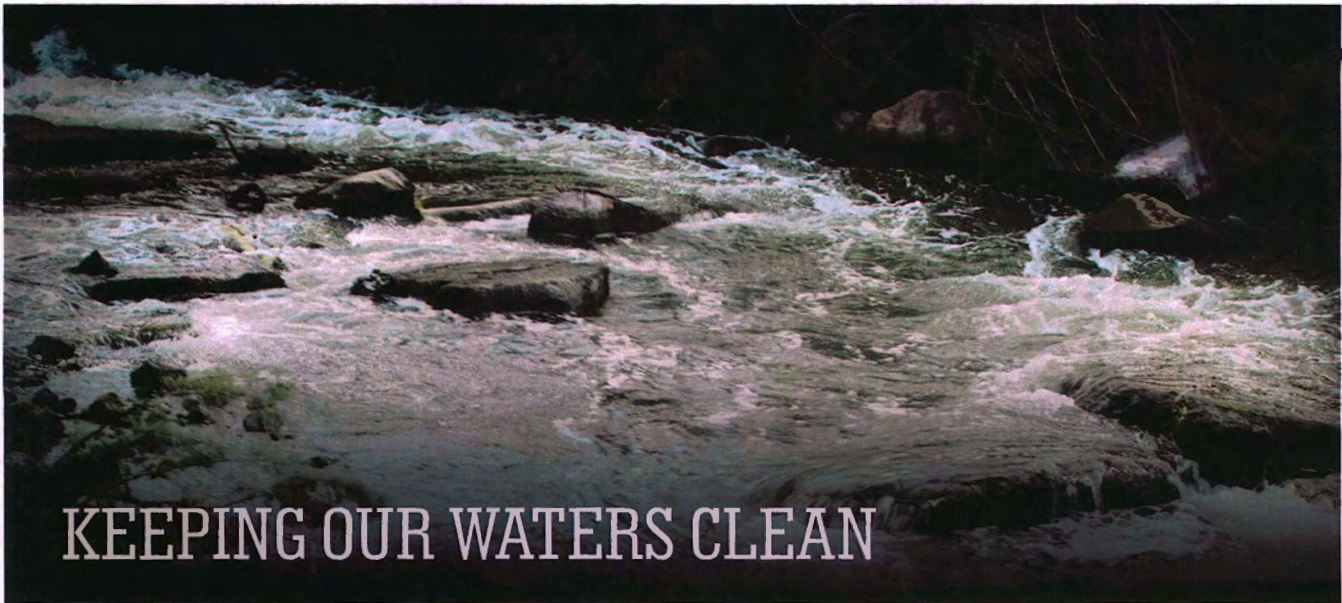
The information systems group at the Regional Flood Control District provides information technology solutions to both District staff and the general public. This past year several of the District's mobile and web applications (RFCD Flood Zones, GageMap, RFCD Gages) were enhanced to take advantage of new technologies.



## New Technologies

This year, the District partnered with **AviSight**, an unmanned aerial systems operator, to provide aerial images of flood control facilities that provide a different perspective to the structures.





## KEEPING OUR WATERS CLEAN

In cooperation with Clark County and the cities of Henderson, Las Vegas and North Las Vegas (collectively the Permittees), the District is responsible for developing and implementing a comprehensive stormwater quality management program in the Las Vegas Valley. In accordance with the federal Water Pollution Control Act, the District has been operating under a National Pollutant Discharge Elimination System (NPDES) permit with the Permittees since December 1990. This past year, the District continued implementation of the Storm Water Management Plan (SWMP) adopted in November 2011. The SWMP outlines a schedule of monitoring requirements, best management practices and conditions designed to protect Las Vegas Wash and Lake Mead from stormwater pollution.

### KEY ACTIVITIES AND ACCOMPLISHMENTS FOR THE 2016-2017 FISCAL YEAR INCLUDE:

- » Held training for construction site contractors in August 2016 for 130 attendees and February 2017 for 198 attendees
- » Finalized a joint response to the 2014 audit conducted by the Nevada Division of Environmental Protection in cooperation with the Permittees
- » Continued implementation of the regional stormwater quality monitoring program
- » Revised the composition and meeting frequency of the Stormwater Quality Management Committee to increase effectiveness at meeting key SWMP goals and objectives
- » Implemented a complete overhaul of training programs for the construction and industrial site inspection programs executed by the Permittees

Residents can help reduce the impact of pollutants on the environment by notifying the District and the Permittees about improper disposal of chemicals and pollutants into the storm sewer system. Clogged storm drains and washes, littered with debris, often cause pollution in addition to flooding problems. The District continues to develop public service announcements (PSA) that focus on the importance of not polluting our desert environment. These commercials point out behaviors residents can change to help protect Lake Mead, our primary drinking water source. Commercials are placed as paid advertising in the spring and fall with the four major television networks to reinforce the importance of not dumping trash, reporting clogged storm drains, fertilizing properly, disposing of pet waste and using commercial car washes. District staff is also available to give presentations to groups interested in environmental topics associated with flood control and stormwater management. Annual reports of NPDES compliance activities are available on the District's website at [www.regionalflood.org](http://www.regionalflood.org) and [www.lvstormwater.com](http://www.lvstormwater.com). These sites also provide valuable information about stormwater quality, describe proper use and disposal of household chemicals and fertilizers and help educate the community about how to improve the quality of urban runoff that travels untreated to Lake Mead.





Nationwide as of  
April 2017, more than

**22,000**

communities participate in the NFIP

**1,443 COMMUNITY**

flood management programs are  
verified by CRS audits.

## FLOODPLAIN MANAGEMENT

### Master Planning

Master Plans include locations, descriptions, and cost estimates of the proposed flood control facilities. Typical facilities are detention basins, channels, bridges, and storm drains. Master Plans for all areas of Clark County are updated every five years. The next areas scheduled for a Master Plan update are Bunkerville and Mesquite in 2017, and the Las Vegas Valley and Boulder City in 2018.

The elements of a comprehensive floodplain management program include environmental and flood insurance regulations, the community rating system, land development reviews, floodplain mapping and drainage standards. The following sections briefly describe each of these categories being utilized by the entities and the District, as well as the milestones accomplished in fiscal year 2016-17.

### Fulfilling Environmental Regulations

Throughout its history, the District has nurtured its relationships with the Bureau of Land Management, United States Fish and Wildlife Service, U.S. Army Corps of Engineers and other resource management agencies. The District continues to assist local governments in their efforts to obtain rights-of-way and environmental permits from regulatory agencies.

The Clean Water Act requires a federal permit for the deposition of fill material in "waters of the United States." Fill material includes channel armoring, (e.g.

concrete and rock lining) as well as detention basin embankment materials. Permits for projects which include these types of activities often require some form of mitigation to compensate for adverse impacts to the "waters of the United States." Identifying acceptable mitigation projects is one of the biggest challenges currently facing the District. We continue to work with the regulatory and permitting agencies to identify mitigation projects and sites so that construction of drainage facilities, that protect life and property, can move forward without delays.

## Regulatory Program

The National Flood Insurance Program (NFIP), administered by the Federal Emergency Management Agency (FEMA), has established rules and requirements to address the diverse issues that encompass flood insurance and flood hazard mitigation. Clark County and the incorporated communities within the county have adopted the

revised Uniform Regulations for the Control of Drainage per state statutes. These regulations are designed to protect the health, safety, and welfare of residents within the community from the hazards associated with flooding. The regulations provide the minimum regulatory control necessary to:

- ▶ Promote comprehensive floodplain management
- ▶ Require safe flood-prone area development
- ▶ Foster sound development policies and construction procedures
- ▶ Reduce stormwater runoff damage to public and private property

By meeting and exceeding the NFIP requirements, the regulations ensure that all residents of Clark County and incorporated areas are eligible for flood insurance that is available from the federal government.

Additionally, all participating communities are eligible for a higher federal match for disaster assistance in the event of a catastrophic flood.

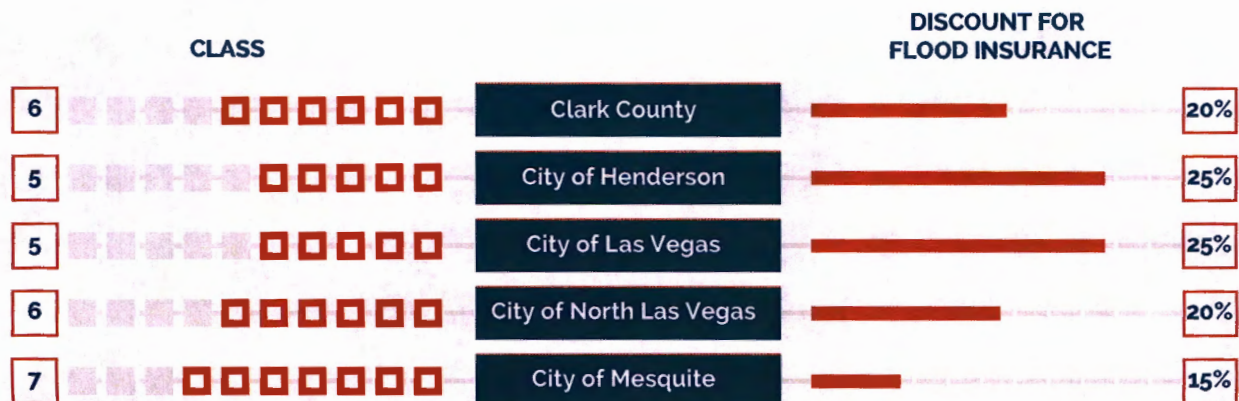
## The Community Rating System

Initiated in 1990, the Community Rating System (CRS) reduces flood insurance premiums to reflect those community activities that are above and beyond the NFIP's minimum standards. The objective of the CRS is to reward insured residents for their community's extra efforts in floodplain management, as well as to provide an incentive for new flood protection activities.

and the City of North Las Vegas were among the communities to realize a 15 to 25 percent reduction in flood insurance premiums as a result of these audits.

Nationwide as of April 2017, of the over 22,000 communities participating in the NFIP, 1,443 community flood management programs are recognized by CRS verification audits. In a cooperative effort with the District, Clark County, the City of Henderson, the City of Las Vegas, the City of Mesquite

These entities received credit for the District's public information programs, maintenance activities, re-mapping efforts and the Flood Threat Recognition System. In addition, the District's Master Plan, Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage serve as the foundation of a higher regulatory standard that has been recognized by CRS auditors as one of the most comprehensive in the nation.





## Land Development Reviews

The District performs land development reviews to ensure compliance with the Uniform Regulations for the Control of Drainage and the District's Hydrologic Criteria and Drainage Design Manual, both adopted under state statutes. The entities are responsible for the review and approval of all drainage plans and studies within their jurisdiction. The entities must submit development proposals to the District for review if the development impacts the implementation of the Master Plan or lies within a Special Flood Hazard Area. Per District Policies

and Procedures, staff will commence review once the entity approval is obtained for the pending studies.

This past year, the District received 186 studies and 320 addenda related to the development of private properties deemed to have regional flood control significance. Reviews by the District resulted in the issuance of 173 concurrence letters and 37 related comment letters.

## Floodplain Mapping

All six local governments plus one Indian tribe (Fort Mojave) in Clark County are currently participating in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). In participating communities, all residents are eligible for federal flood insurance whether they live in a high hazard flood zone or not. To participate in the NFIP, communities must adopt flood hazard maps prepared by FEMA and floodplain regulations in compliance with FEMA's minimum requirements. It is the District's objective to reduce flood risks to people and property by implementing the Flood Control Master Plan. As part of the District's ongoing effort to improve the accuracy of FEMA's flood insurance rate maps and take credit for completed flood control facilities, periodic restudy of flood hazard areas is required. Many areas have already been restudied resulting in the removal of over 54 square miles (34,560 acres) from identified 100-year flood zones. Assessment of flood hazards with the latest technologies was published by FEMA on November 16, 2011, for Las Vegas Wash from I-15 to Lake Las Vegas and the Muddy River at Logandale. This resulted in the addition of approximately 1,900

properties affected by Special Flood Hazard Areas (SFHA). The Las Vegas Wash project through the Club at Sunrise Golf Course (formerly Desert Rose Golf Course) was completed from Sloan to Nellis on the Las Vegas Wash and from the confluence to Nellis on the Flamingo Wash. The completion of these facilities allowed FEMA to remove approximately 1,400 parcels from the SFHA in September 2016. Many of these parcels contained residential houses situated in the area around the newly constructed golf course. The final phase of the project from Nellis to Stewart is under construction and should be completed by the end of 2017. This project will allow more structures to be removed from the flood zone. Construction of the Muddy River Logandale Levee project started in the beginning of 2017 and is scheduled to be completed by fall 2017 and will also allow for more structures to be removed from the flood zone.

The District will continue to work closely with the entities and FEMA to further the restudy efforts. Detailed flood hazard information is available to the public on the District's website.

## Drainage Standards

The District and the entities have adopted the Hydrologic Criteria and Drainage Design Manual (Manual) that presents drainage standards and criteria for the Clark County area. It provides uniformity in drainage planning and design within the District's service area, improves the urban environment and provides a sound basis for the expenditure of future private, public and regional funds. The Manual is

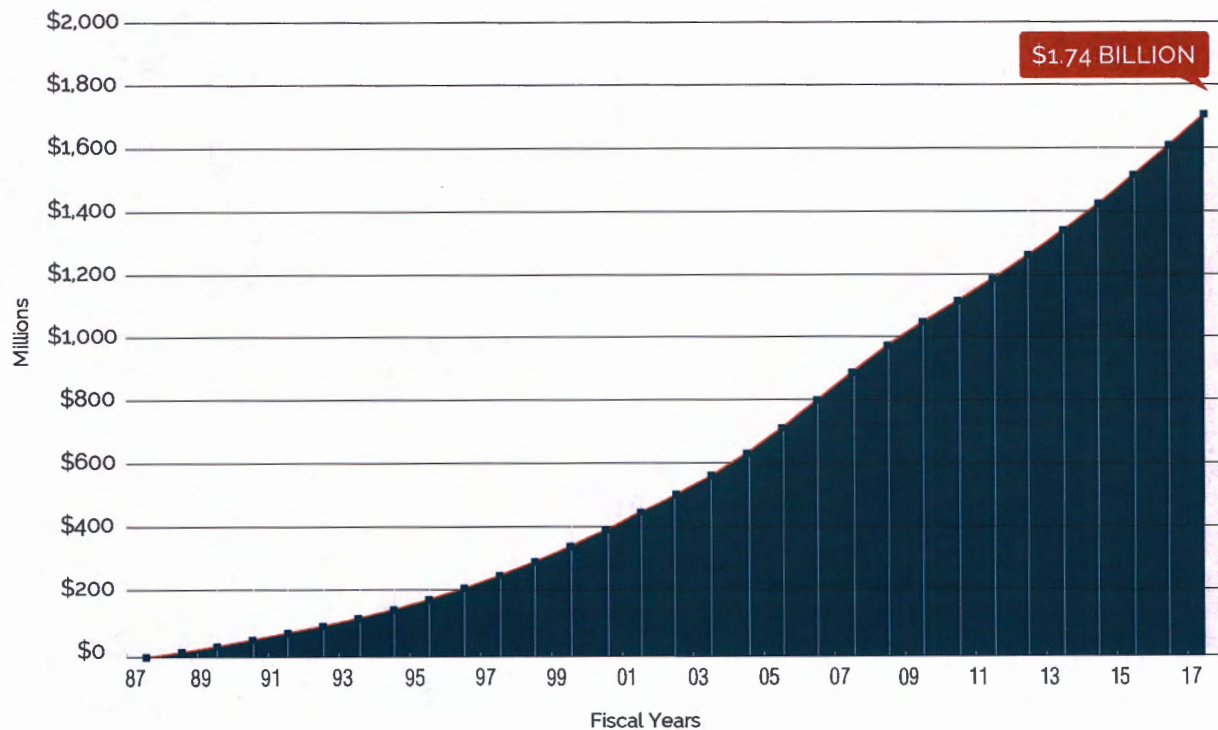
used by governmental designers and reviewers and consulting engineers. The Manual was originally adopted in 1990 and updated in 1999 to provide more clarity and address advances in state-of-the-art hydrologic and hydraulic techniques. Updates to add elements relating to the storm water quality program were adopted by the Board in September 2013 and September 2014.



# DEMONSTRATING FISCAL INTEGRITY

In 1986, Clark County voters approved a one-quarter of one percent sales tax increase to fund flood control improvements. The sales tax increase became effective in March 1987, and the first sales tax revenues were received in May 1987. Sales tax revenue for the fiscal year 2016-2017 is expected to total \$99.1 million, a 4.8 percent gain over the prior year (2015-2016). The District views this as a continuation of an improving local economy and a long-term upward economic trend for Southern Nevada.

## Total Revenues Derived from Sales Tax Since 1987



Traditionally the driving force in the Southern Nevada economy has been the tourism and hospitality industry. After nearly five decades of steady population and construction growth, the region, like most of the United States, was hard hit by the economic downturn. The area has recently shown signs of strength in both its housing and employment sectors along with a return of people relocating here or visiting, who provide significant fuel to the economy. As a result, we expect sales tax revenue to increase next year to \$100.7 million.

More than 90 percent of sales tax revenue continues to be used to build and maintain flood control projects and pay for the associated debt service. Remaining sales tax revenue is used for salaries and benefits, professional consulting contracts, and other administrative costs.

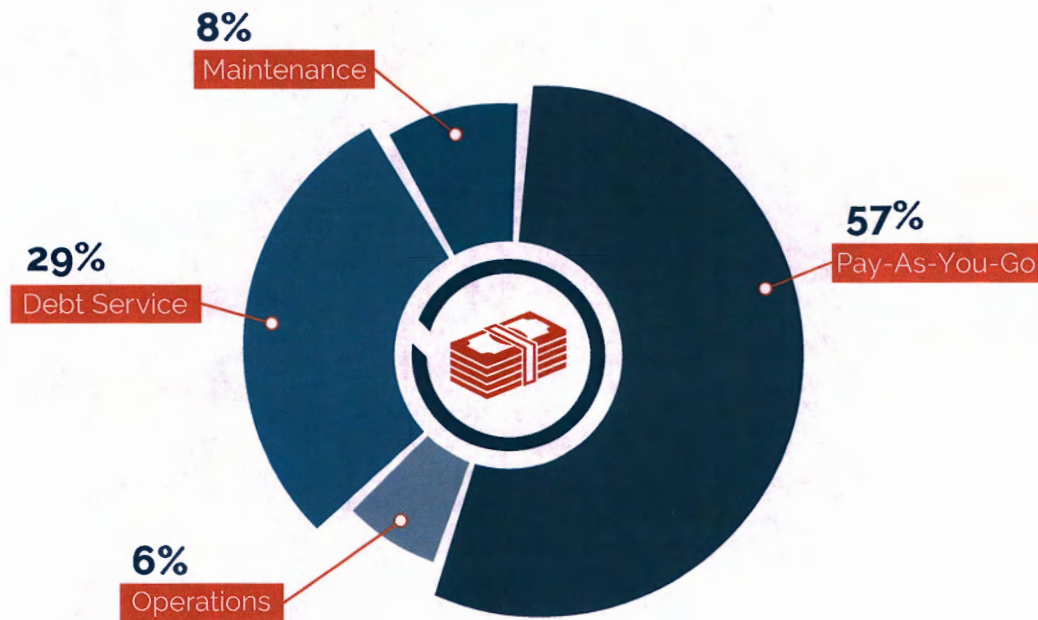
During the fiscal year 2016-2017, the District expended approximately \$101.2 million for flood control projects, debt service, and flood control maintenance and \$6.3 million for administrative costs. Since inception, the District has overseen the design and construction of approximately \$2 billion in flood control improvements throughout Clark County.

The District has been awarded the Distinguished Budget Presentation Award by the Government Finance Officers Association of the United State and

Canada every year for the past 23 years. The award represents a significant achievement by the District and reflects the District's commitment to meet the highest principles of governmental budgeting.

Annually, the District continues to receive favorable audit opinions that state the District's financial statements are presented fairly in all material respects. These positive opinions advise stakeholders that the District is following proper accounting principles and procedures.

### Historical Annual Expenditures

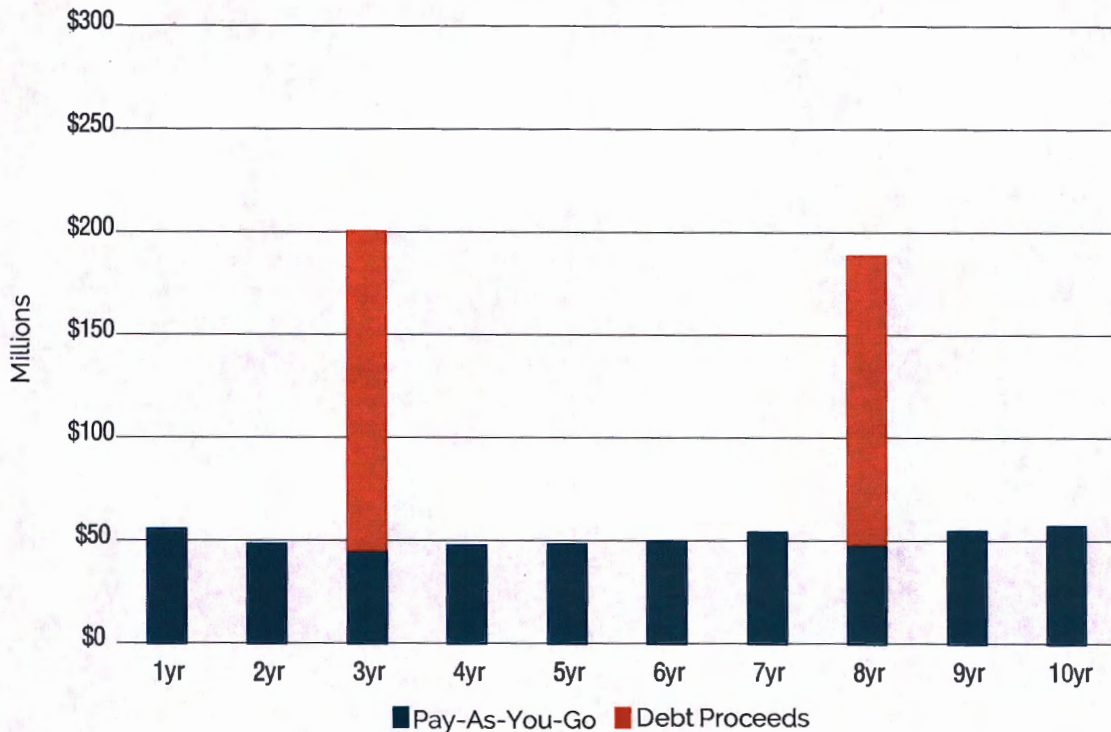


# TEN YEAR CONSTRUCTION PROGRAM FUNDING

Each year, in conjunction with the development of the Ten-Year Construction Program (TYCP), a 10-year forecast of project funding is developed. The forecast incorporates revenues including sales tax, interest earnings, debt-financing, and expenditures. This long-range financial plan drives the TYCP project funding schedule including the planning of upcoming design and construction projects.

Approximately \$55.6 million in new resources are available for programming projects in the first year of the TYCP, and total available resources for the TYCP are estimated to be \$900.9 million including future debt issues of \$375 million. To expedite flood control project design and construction, from 1991 to present, the District has issued a total of \$755 million in general obligations, of which \$506 million remains outstanding.

**FY 2017-2018 Estimated Total 10-Year Resources**

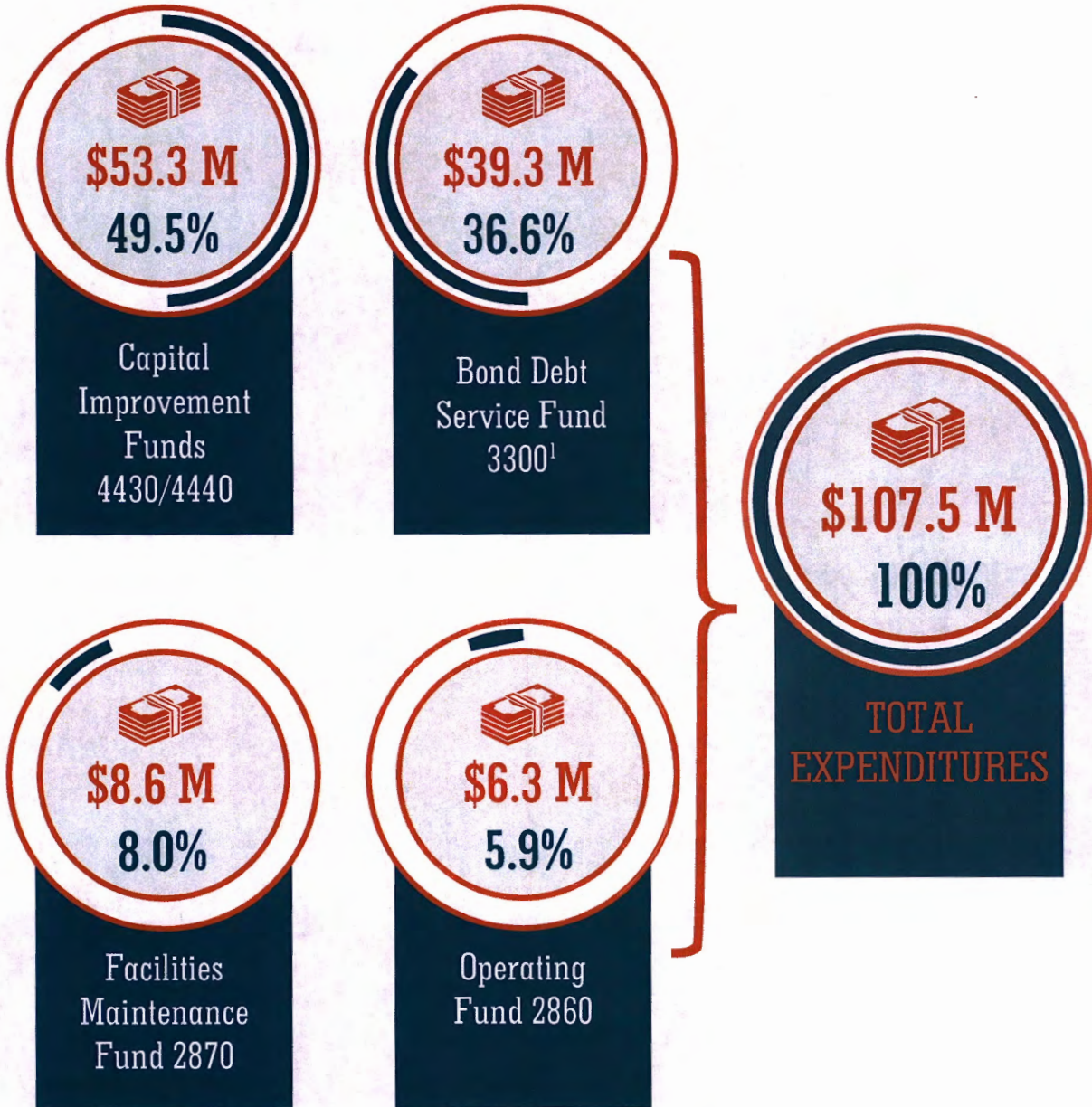


Current policies and procedures allow the entities to accelerate the construction of projects in the second and third year of the TYCP if certain conditions are met. The potential exists for funding requests to exceed available resources, which creates a competitive environment that drives the entities to expedite project implementation.

**Some of the advantages of accelerating the construction of flood control projects are:**

- » Constructed projects protect life and property
- » Cost savings in building projects ahead of schedule because of the deterioration of purchasing power over time due to inflation
- » Construction pricing continues to be favorable. The District is continuously evaluating opportunities to expedite the construction of flood control facilities

FY 2016-2017 Regional Flood Control District Expenditures



<sup>1</sup>Debt Service includes the 2009B General Obligation Flood Control Build America Bonds (\$150 million), the 2010 (\$29.425 million) General Obligation Flood Control Refunding Bonds, the 2013 (\$75 million) General Obligation Flood Control Bonds, the 2014 (\$100 million) General Obligation Flood Control Bonds, and the 2015 (\$186.535 million) General Obligation Flood Control Refunding Bonds that were issued to expedite construction of flood control improvements.



# CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT FUNDS

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT  
 GOVERNMENTAL FUNDS - FISCAL YEAR 2016-17  
 SOURCES AND USES OF FUNDS SUMMARY - UNAUDITED <sup>(1)</sup>

	Operating Fund 2860	Facilities Maintenance Fund 2870	Bond Debt Service Fund 3300	Capital Improvement Fund 4430	Construction Bond Fund 4440	Total Regional Flood Control District Funds
<b>Beginning Balance</b> (July 1, 2016)	16,330,139	7,366,708	13,629,176	144,832,161	27,596,260	209,754,444
<b>Sources of Funds</b>						
Sales Tax Revenue	99,051,347	0	0	0	0	99,051,347
Build America Bonds Rebate	2,815,640	0	0	0	0	2,815,640
Interest/Other	(1,250)	(33,626)	24,062	299,667	(44,040)	244,813
Proceeds from Bonds and Loans	0	0	0	0	0	0
Transfers from Other Funds	517,146	7,999,200	39,672,019	46,950,000	0	95,138,365
<b>Total Sources of Funds</b>	<b>102,382,883</b>	<b>7,965,574</b>	<b>39,696,081</b>	<b>47,249,667</b>	<b>(44,040)</b>	<b>197,250,165</b>
<b>Uses of Funds</b>						
Salaries and Wages	(2,307,969)	0	0	0	0	(2,307,969)
Employee Benefits	(870,870)	0	0	0	0	(870,870)
Services and Supplies	(3,034,667)	(8,567,894)	(1,458)	0	0	(11,604,019)
Capital Outlay	(105,293)	0	0	(44,344,221)	(8,469,754)	(52,919,268)
Principal	0	0	(12,810,000)	0	0	(12,810,000)
Interest	0	0	(26,506,623)	0	0	(26,506,623)
Refunding Bonds	0	0	0	0	0	0
Transfers to Other Funds	(94,621,219)	0	0	(517,146)	0	(95,138,365)
<b>Total Uses of Funds</b>	<b>(100,940,018)</b>	<b>(8,567,894)</b>	<b>(39,318,081)</b>	<b>(44,861,367)</b>	<b>(8,469,754)</b>	<b>(202,157,114)</b>
<b>Fiscal Year Net Change</b>	<b>1,442,865</b>	<b>(602,320)</b>	<b>378,000</b>	<b>2,388,300</b>	<b>(8,513,794)</b>	<b>(4,906,949)</b>
<b>Ending Balance</b> (June 30, 2017)	<b>17,773,004</b>	<b>6,764,388</b>	<b>14,007,176</b>	<b>147,220,461</b>	<b>19,082,466</b>	<b>204,847,495</b>

<sup>(1)</sup>Audited financial statements are expected to be available in November 2017

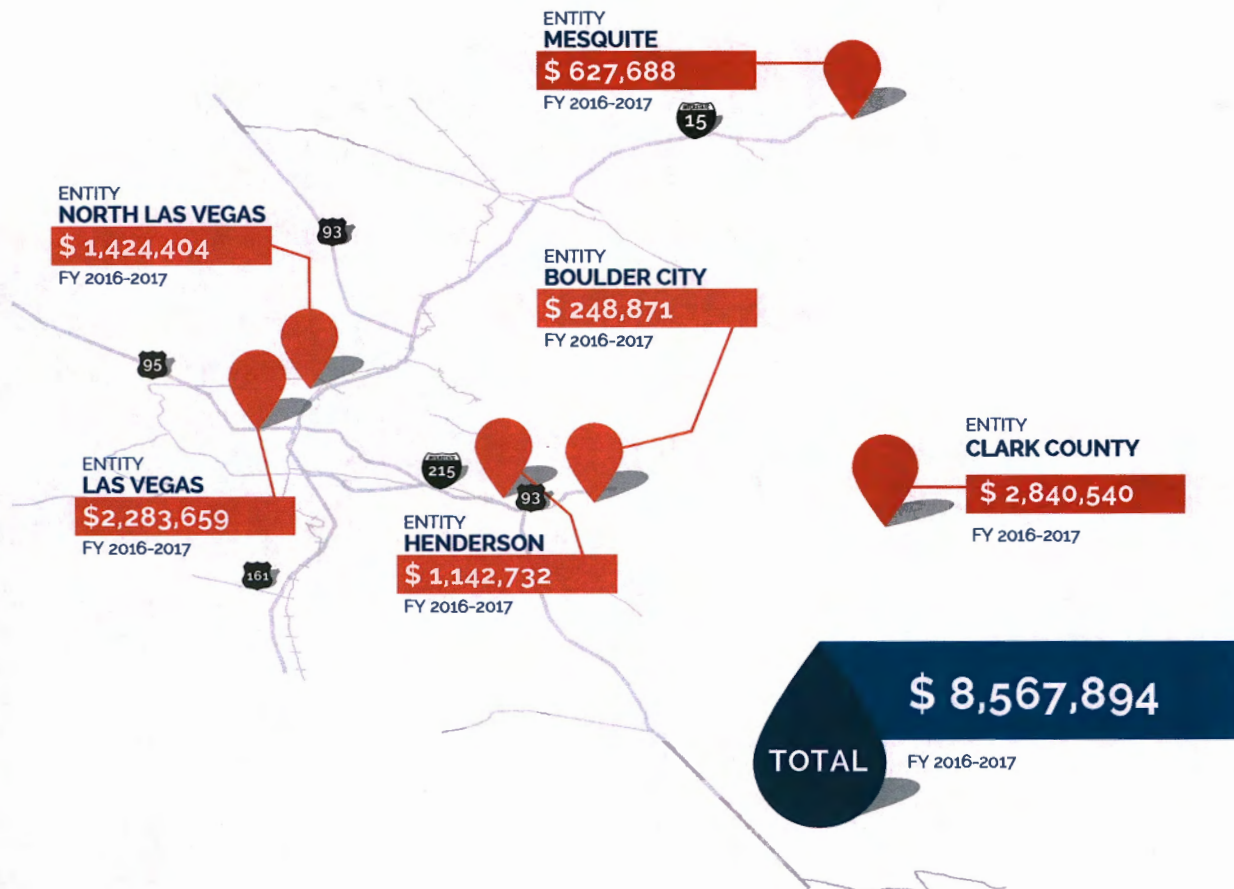
# MAINTAINING FLOOD CONTROL FACILITIES

The Board has adopted an Operations and Maintenance Manual to establish performance standards and guidelines for the maintenance of flood control facilities located within the District's service area. Each of the separate entities in Clark County is provided funds by the District to maintain the regional flood control facilities within their respective jurisdictions. The District worked with the entities to develop the fiscal year 2016-2017 Maintenance Work Plans and Budgets, which were approved by the Board on June 9, 2016 in the amount of \$10,454,750. The Board approved two supplemental budget requests from the City of Henderson totaling \$321,882 for unanticipated costs to the Whitney Ranch Channel

for repair of concrete channel lining that was damaged in the June 30, 2016 storm event and for C-1 Channel Racetrack facility to repair the gabion lining and drop structures, bringing the total approved budget for all entities to \$10,776,632.

Flood control facility maintenance was performed using a combination of private contractors and entity maintenance staff. During this year, District staff inspected and/or maintained numerous facilities throughout the District service area including 91 detention basins and 612 miles of channel and underground storm drains, of which 128 miles are natural washes.

## Maintenance Work Program Expenditures



# PROJECTS COMPLETED DURING FY 2015-2016

## CLARK COUNTY

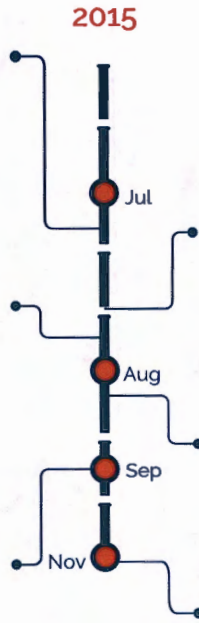
Outlying Areas - Muddy River Cooper Street Bridge  
**July 2015**

## CITY OF LAS VEGAS

Las Vegas Wash Grand Teton, Mountain Spa to Durango Drive  
**July 2015**

## CITY OF HENDERSON

Duck Creek Sunset to Sandhill  
**September 2015**



## CLARK COUNTY

Orchard Detention Basin  
**July 2015**

## CITY OF LAS VEGAS

Rancho Road System Beltway to Elkhorn Road  
**August 2015**

## CITY OF NORTH LAS VEGAS

Centennial Collector  
**November 2015**

## CITY OF LAS VEGAS

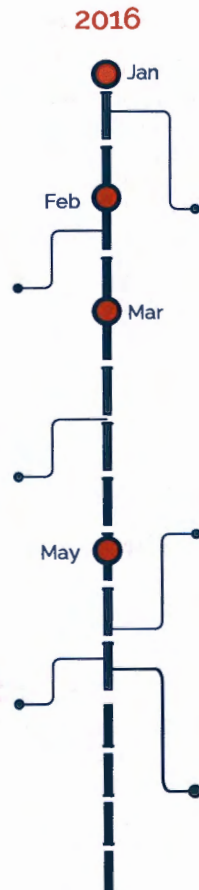
Rancho Road System Elkhorn, Fort Apache to Grand Canyon  
**February 2016**

## CITY OF NORTH LAS VEGAS

Simmons Street Drainage Improvements, Alexander Road to Gowan Outfall Channel  
**March 2016**

## CITY OF LAS VEGAS

Oakey Meadows Storm Drain, Phase III  
**May 2016**



## CITY OF NORTH LAS VEGAS

Colton Channel Flood Control Improvements  
**January 2016**

## CITY OF HENDERSON

Pittman Wash Duck Creek at I-515  
**May 2016**

## CITY OF NORTH LAS VEGAS

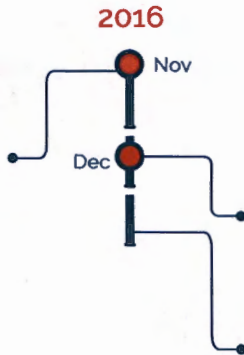
Brooks Channel  
**May 2016**

# PROJECTS COMPLETED DURING FY 2016-2017

## CITY OF LAS VEGAS

Lexington Street Storm Drain Improvements  
Local Drainage Project

**November 2016**



## CITY OF HENDERSON

Racetrack Channel  
Drake to Burkholder

**December 2016**

## CITY OF LAS VEGAS

Centennial Parkway  
Channel West CC 215,  
Pioneer Way to US 95

**December 2016**

## CITY OF NORTH LAS VEGAS

Ann Road Channel East  
ULVW to Fifth Street

**January 2017**



## CITY OF HENDERSON

Pittman North Detention  
Basin and Outfall Phase I

**January 2017**

## CITY OF HENDERSON

Pittman, West Horizon  
Palm Hills

**June 2017**

## CLARK COUNTY

Flamingo Diversion  
Rainbow Branch

**May 2017**

## CITY OF NORTH LAS VEGAS

Las Vegas Wash  
N Channel, Cheyenne  
to Gowan Road

**May 2017**

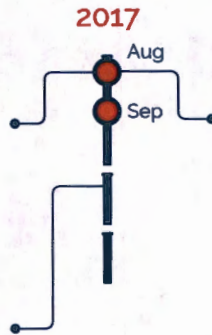
# PROJECTS UNDER CONSTRUCTION OR ABOUT TO START (AS OF JUNE 30, 2017)

## CLARK COUNTY

Muddy River Logandale Levee  
**August 2017**

## CITY OF HENDERSON

Pittman North Detention Basin and Outfall, Phase II - Starr Avenue  
**September 2017**



## CLARK COUNTY

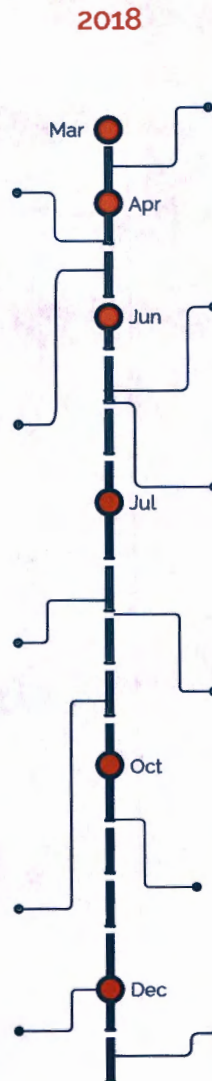
Las Vegas Wash - Sloan Channel to Stewart Avenue and Flamingo Wash below Nellis Boulevard  
**August 2017**

## CLARK COUNTY

Las Vegas Wash - Water Reclamation Channel  
**April 2018**

## CITY OF NORTH LAS VEGAS

Central Freeway Channel at Cheyenne  
**April 2018**



## CLARK COUNTY

Duck Creek Las Vegas Boulevard  
**March 2018**

## CITY OF LAS VEGAS

Brent Drainage System - Floyd Lamb Park to Durango Drive  
**June 2018**

## CITY OF BOULDER CITY

Hemingway System, Phase IIA Improvements, Constitution  
**June 2018**

## CITY OF HENDERSON

Center Street Storm Drain  
**July 2018**

## CITY OF HENDERSON

Appaloosa Storm Drain Project  
Local Drainage Project  
**July 2018**

## CITY OF LAS VEGAS

Freeway Channel - Washington, MLK to Rancho Drive  
**July 2018**

## CLARK COUNTY

Duck Creek at Dean Martin  
**October 2018**

## CITY OF LAS VEGAS

Centennial Parkway Channel West - US 95, CC 215 to Grand Teton and US 95 Crossing at Kyle Canyon Road  
**December 2018**

## CITY OF LAS VEGAS

Gowan North - Buffalo Branch, Lone Mountain to Washburn Road  
**December 2018**

Dates shown are estimated dates of project completion

# PROJECTS SCHEDULED FOR WORK IN FY 2017-2018

## CITY OF BOULDER CITY

North Railroad Conveyance, Design	October 2017
Hemenway System, Phase IIB Improvements, Design	June 2018
Hemenway System, Phase IIB Improvements, Construction	October 2018
North Railroad Conveyance, Construction	December 2018

## CLARK COUNTY

Outlying Areas - Searchlight - South, Encinitas St. Storm Drain, Design	July 2017
Outlying Areas - Laughlin - SR 163 to Casino Drive, Design	July 2017
Outlying Areas - Windmill Wash Detention Basin Expansion, Design	September 2017
Outlying Areas - Fairgrounds Detention Basin, Design	September 2017
Airport Channel - Naples, Design	November 2017
Flamingo Wash, Industrial Road to Hotel Rio Drive, Design	January 2018
Silverado Ranch Detention Basin and Outfall Facilities, Design	April 2018
Outlying Areas - Goodsprings - Phase I, Design	May 2018
Flamingo Wash, Eastern Avenue, Construction	June 2018
Outlying Areas - Laughlin - SR 163 to Casino Drive, Construction	June 2018
Outlying Areas - Searchlight - South, Encinitas St. Storm Drain, Construction	July 2018
Blue Diamond Channel 02, Decatur - Le Baron to Richmar, Construction	September 2018
Silverado Ranch Detention Basin and Outfall Facilities, Construction	October 2018
Blue Diamond Wash Railroad, Right-of-Way	December 2018
Duck Creek Haven Street, Construction	December 2018
Outlying Areas - Fairgrounds Detention Basin (Whipple Street) Construction	December 2018
Flamingo Wash, Industrial Road to Hotel Rio Drive, Construction	January 2019
Airport Channel - Naples, Construction	February 2019
Outlying Areas - Goodsprings - Phase I, Construction	May 2019
Duck Creek Jones Boulevard, Construction	June 2019
Duck Creek Wash, Torrey Pines to Rainbow, Construction	June 2019
Tropicana Avenue Conveyance - Las Vegas Wash to Morris, Design	June 2019
Outlying Areas - Muddy River - Cooper to Yamashita, Right-of-Way	January 2020
Tropicana Avenue Conveyance - Las Vegas Wash to Morris, Construction	June 2020

## CITY OF HENDERSON

Pittman North Detention Basin and Outfall, Design	July 2017
Pittman Horizon Ridge Detention Basin, Construction	August 2018
Pittman North Detention Basin and Outfall - Phase 3, Construction	October 2018
Anthem Parkway Channel, Horizon Ridge to Sienna Heights, Design	June 2019
Anthem Parkway Channel, Horizon Ridge to Sienna Heights, Construction	June 2020

Dates shown are estimated dates of project completion

**CITY OF LAS VEGAS**

<b>Flamingo - Boulder Highway North - Boulder Hwy, Sahara to Charleston, Design</b>	November 2017
<b>Gowan North - El Capitan Branch, Lone Mtn. to Ann Road, Design</b>	December 2017
<b>Flamingo - Boulder Hwy. North, Charleston - Boulder Hwy. to Maryland Parkway and Maryland Parkway System, Design</b>	March 2018
<b>Gowan Outfall - Alexander Road, Decatur Blvd to Simmons Street, Design</b>	March 2018
<b>Gowan Box Canyon - Lone Mountain Road, Design</b>	April 2018
<b>Las Vegas Wash - Moccasin, Skye Canyon Park to Squirrels Nest, Design</b>	June 2018
<b>Buckskin Avenue Storm Drain, Local Drainage Improvements, Construction</b>	June 2018
<b>Cedar Avenue Channel Improvements, Design</b>	June 2018
<b>Las Vegas Wash - Sloan Channel to Cedar Avenue, Design</b>	June 2018
<b>Cedar Avenue Channel Improvements, Construction</b>	June 2019
<b>Flamingo - Boulder Highway North - Main to Maryland, Design</b>	June 2019
<b>Rancho Road System - Elkhorn, Grand Canyon to Hualapai, Design</b>	July 2018
<b>Flamingo - Boulder Highway North - Boulder Hwy, Sahara to Charleston, Construction</b>	February 2019
<b>Gowan North - El Capitan Branch, Lone Mtn. to Ann Road, Construction</b>	April 2019
<b>Flamingo - Boulder Hwy. North, Charleston - Boulder Hwy. to Maryland Parkway and Maryland Parkway System, Construction</b>	June 2019
<b>Gowan Box Canyon - Lone Mountain Road, Construction</b>	June 2019
<b>Gowan Outfall - Alexander Road, Decatur Blvd to Simmons Street, Construction</b>	June 2019
<b>Gowan Outfall - Alexander Road, Rancho Drive to Decatur Boulevard, Design</b>	June 2019
<b>Gowan Outfall - El Capitan Branch, Ann Road to Centennial, Design</b>	June 2019
<b>Las Vegas Wash - Stewart to Bonanza, Construction</b>	June 2019
<b>Rancho Road System - Elkhorn, Grand Canyon to Hualapai, Construction</b>	October 2019
<b>Las Vegas Wash - Moccasin, Skye Canyon Park to Squirrels Nest, Construction</b>	December 2019
<b>Gowan Outfall - Alexander Road, Rancho Drive to Decatur Boulevard, Construction</b>	June 2020

**CITY OF MESQUITE**

<b>Virgin River Flood Wall, Design</b>	February 2018
<b>Town Wash - Mesa Boulevard, El Dorado to Town Wash, Design</b>	September 2018
<b>Town Wash Mesa Boulevard, El Dorado to Chaparral, Design</b>	June 2019
<b>Virgin River Flood Wall, Construction</b>	June 2019

Dates shown are estimated dates of project completion

PROJECTS SCHEDULED FOR WORK IN FY 2017-2018

CITY OF NORTH LAS VEGAS

<b>Vandenberg North Detention Basin, Collection &amp; Outfall, Design</b>	October 2017
<b>Beltway Detention Basin and Channel, Design</b>	December 2017
<b>Beltway Detention Basin and Channel, Right-of-Way</b>	December 2017
<b>Hollywood System, Dunes South Detention Basin to Centennial Parkway, Design</b>	January 2018
<b>Range Wash - Beltway Conveyance, Design</b>	June 2018
<b>Range Wash - Beltway Conveyance, Right-of-Way</b>	June 2018
<b>Beltway Collection System - Pecos, Design</b>	June 2018
<b>Fifth Street Collector, Centennial Parkway to Deer Springs Way, Design</b>	June 2018
<b>Vandenberg North Detention Basin, Collection &amp; Outfall, Construction</b>	January 2019
<b>Range Wash - Ann Branch, Design</b>	January 2019
<b>Hollywood System, Dunes South Detention Basin to Centennial Parkway, Construction</b>	April 2019
<b>Hollywood System, Centennial Parkway to Speedway #2 Detention Basin, Design</b>	June 2019
<b>Oak Island Drive Storm Drain, Local Drainage Improvement, Construction</b>	June 2019
<b>Orchard Detention Basin, Design</b>	June 2019
<b>Fifth Street Collector - Centennial to Deer Springs, Construction</b>	June 2019
<b>Owens Detention Basin &amp; Outfall, Design</b>	June 2019
<b>Owens Detention Basin &amp; Outfall, Right-of-Way</b>	June 2019
<b>Range Wash - Beltway Conveyance, Construction</b>	June 2019
<b>Beltway Collection System - Pecos, Construction</b>	June 2019
<b>Orchard Collector - Charleston to Linden, Construction</b>	September 2019
<b>Range Wash - Ann Branch, Construction</b>	April 2020
<b>Hollywood System, Centennial Parkway to Speedway #2 Detention Basin, Construction</b>	September 2020

Dates shown are estimated dates of project completion



# RFCD MEMBERSHIPS

ALERT User's Group	International Association of Business Communicators
American Meteorological Society	Las Vegas Valley Watershed Advisory Committee
American Public Works Association	National Association of Flood and Stormwater Management Agencies
American Society for Public Administration	National Association of Government Communicators
American Society of Civil Engineers	National Hydrologic Warning Council
Arizona Floodplain Management Association	National Society of Professional Engineers
Association of State Dam Safety Officials	Nevada Hazard Mitigation Planning Committee
Association of State Floodplain Managers	Nevada Taxpayers Association
City-County Communications and Marketing Association	Public Relations Society of America
Construction Managers Association of America	Southern Nevada Home Builders Association
Floodplain Management Association	State of Nevada Entity Technical Alliance
Government Finance Officers Association	UNLV Civil and Environmental Engineering Department Advisory Board

# SPECIAL DISTRICT RECOGNITION



The District's  
Fiscal Year 2016-2017  
Budget and Financial Plan

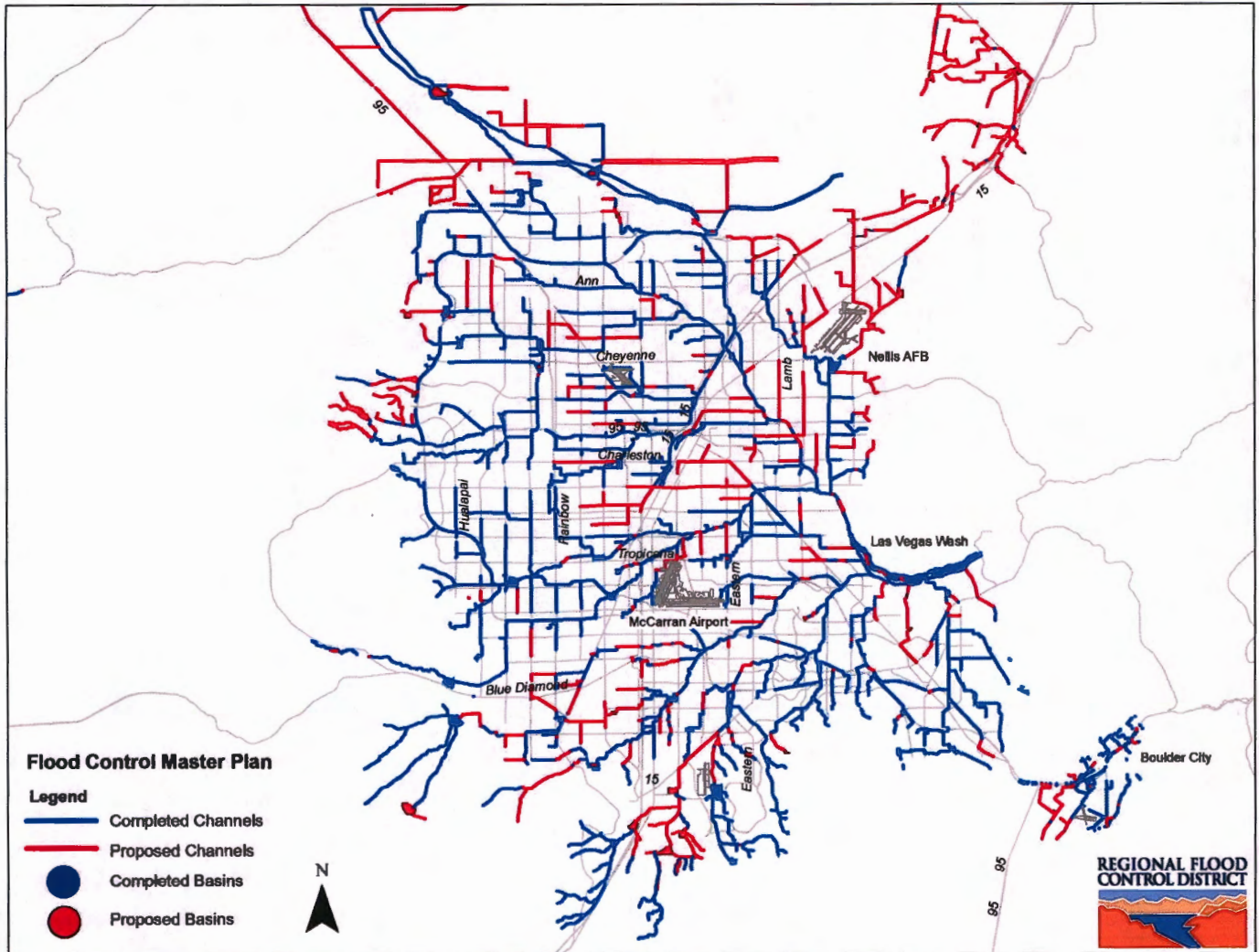
**DISTINGUISHED BUDGET  
PRESENTATION AWARD**



The 2016 Flash Flood Safety  
Press Conference and Crisis  
Communications for the  
June 30th Flash Flood Response

**PINNACLE AWARDS**

# INTERACTIVE MAP OF RFCD FACILITIES



**612** miles of channels and storm drains

**91** DETENTION BASINS

**\$1.8** Billion funded to date on capital improvement projects



PROCLAMATIONS WITH SAFETY MESSAGES



Presentations to more than 100,000 STUDENTS



**PAID** Advertising Campaign



**54** square miles removed from FEMA flood zones



Social media outreach and the FloodSpot app

**12**  
PROJECTS COMPLETED IN 2015-2016

**08**  
PROJECTS COMPLETED IN 2016-2017

**14**  
PROJECTS UNDER CONSTRUCTION OR ABOUT TO START CONSTRUCTION

**82**  
OPEN DESIGN AND CONSTRUCTION CONTRACTS ARE UNDERWAY

**DID YOU KNOW?**

**34**  
DETENTION BASINS AND

**205**  
MILES OF CONVEYANCE REMAINING TO BE CONSTRUCTED



600 SOUTH GRAND CENTRAL PARKWAY, SUITE 300  
LAS VEGAS, NV 89106-4511

MONDAY – FRIDAY  
8AM TO 5PM  
702.685.0000

[www.regionalflood.org](http://www.regionalflood.org)  
[www.befloodsafe.com](http://www.befloodsafe.com)

 [www.facebook.com/RegionalFloodControlDistrict](https://www.facebook.com/RegionalFloodControlDistrict)

 [www.twitter.com/RegionalFlood](https://www.twitter.com/RegionalFlood)

This annual report summary provides a snapshot of the Regional Flood Control District's 2016-2017 Annual Report. The full report can be found at [www.regionalflood.org](http://www.regionalflood.org).



2016-2017

# ANNUAL REPORT SUMMARY

REGIONAL FLOOD CONTROL DISTRICT  
CLARK COUNTY, NEVADA



## VISION

Premier regional agency providing a community safe from the devastation of floods while protecting the surface water environment.

## MISSION

To improve the protection of life and property for existing residents, future residents and visitors from the impacts of flooding while also protecting the environment.

## DISTRICT MESSAGE

This annual report and this summary provides just a snapshot in time of flood control progress that's been building for three decades. You'll find an agency committed to its mission each and every day from the smallest drainage projects to large scale detention basins. Each design, invoice and Tweet all arises from the idea that the Regional Flood Control District (the District) works to keep floods away from people and keep people away from floods.

Here are a couple of our highlights:

- There have been approximately 612 miles of channels and underground storm drains and 91 detention basins built since the District's creation
- Currently we have funded 20 projects totaling \$132 million
- As of June 2017, we've got projects under way along Interstate 15 in North Las Vegas, in Las Vegas Boulevard at Duck Creek Wash and the Logandale Levee Project along the Muddy River
- To date, 54 miles of federally-designated flood zones have been removed. Each time a FEMA flood zone is removed, residents save substantial amounts on flood insurance premiums
- Our current funded projects create or sustain more than 1,500 jobs, each one adding muscle to the local economy
- Nearly \$2 billion has been funded on flood control over the past three decades
- In the past year we completed seven projects totaling \$35.3 million

## BOARD OF DIRECTORS

AS OF JUNE 2017

<b>Lawrence L. Brown III</b> Chairman   Commissioner Clark County	<b>Debra March</b> Vice Chairman Mayor City of Henderson	<b>Chris Giunchigliani</b> Commissioner Clark County	<b>Carolyn Goodman</b> Mayor City of Las Vegas	<b>John Lee</b> Mayor City of North Las Vegas	<b>David Ballweg</b> Councilman City of Mesquite	<b>Dr. Lois Tarkanian</b> Councilwoman City of Las Vegas	<b>Rod Woodbury</b> Mayor City of Boulder City

## ABOUT OUR REGION



**CLARK COUNTY IS**  
ON OF THE MOST  
**DYNAMIC AND**  
**DIVERSE**  
COMMUNITIES IN THE NATION



THE COUNTY BOOSTS 2/3 OF THE  
STATE'S RESIDENTS AND **DRAWNS**  
**43 MILLION**  
**TOURISTS A YEAR**



THE ECONOMY'S STEADY GROWTH  
CONTINUES WITH EVEN MORE  
DEVELOPMENT  
**PROJECTS TO**  
**ATTRACT VISITORS**  
TO THE AREA

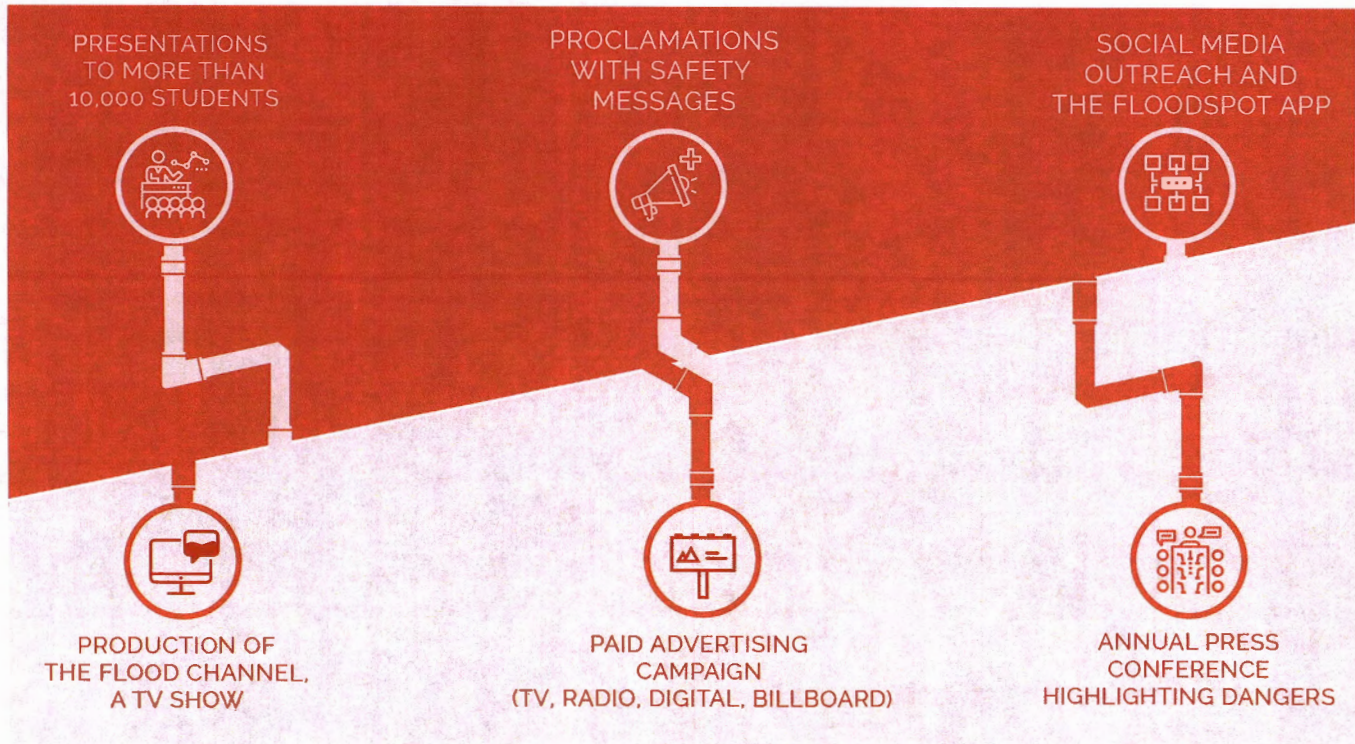
## MONITORING THE WEATHER

- The District has a Flood Threat Recognition System (FTRS) that includes a network of field stations reporting data from more than 470 hydro-meteorological sensors in real-time
- The FTRS highlights potentially dangerous situations relating to flash flooding
- Two-thirds of the FTRS field stations are located in the Las Vegas Valley
- The District provides the public and the media with access to the FTRS data, both current and historic, through our website ([www.regionalflood.org](http://www.regionalflood.org))



## KEEPING THE COMMUNITY INFORMED

The Public Information Department works to keep people away from floodwaters.



## ENHANCING INFORMATION SYSTEMS



The District has several mobile and web applications to assist in identifying flood zones and provide information from the system's rain gauges.



This year, the District partnered with AviSight, an unmanned aerial systems operator, to provide aerial images of flood control facilities

## KEEPING OUR WATERS CLEAN

- » In cooperation with Clark County and the cities of Henderson, Las Vegas and North Las Vegas, the District develops and implements a comprehensive stormwater quality management program in the Las Vegas Valley.
- » Key activities and accomplishments for the 2016-2017 fiscal year included: training for construction site contractors, finalizing a response to the 2014 NDEP audit, continuing the regional stormwater quality monitoring program, and implementing training programs for the construction and industrial site inspection programs.
- » For more information on stormwater quality visit [www.LVStormwater.com](http://www.LVStormwater.com). There, you'll find how to properly use and dispose of household chemicals and fertilizers and learn how to improve the quality of urban runoff that travels untreated to Lake Mead.

## FULFILLING ENVIRONMENTAL REGULATIONS

The District assists local governments in their efforts to obtain rights-of-way and environmental permits from regulatory agencies as outlined in the Clean Water Act.





## FLOODPLAIN MANAGEMENT

### MASTER PLANNING

- » Master Plans include locations, descriptions and cost estimates of the proposed flood control facilities such as detention basins, channels, bridges, and storm drains.
- » Master Plans for all areas of Clark County are updated every five years.
- » The next areas scheduled for a master plan update are Bunkerville and Mesquite in 2017, and the Las Vegas Valley and Boulder City in 2018.

### REGULATORY PROGRAM AND THE COMMUNITY RATING SYSTEM

- » Clark County and incorporated communities within the county have adopted the revised Uniform Registrations for the Control of Drainage as well as participate in the Community Rating System. For more information, go to page 17 in the full Annual Report.

### LAND DEVELOPMENT REVIEWS

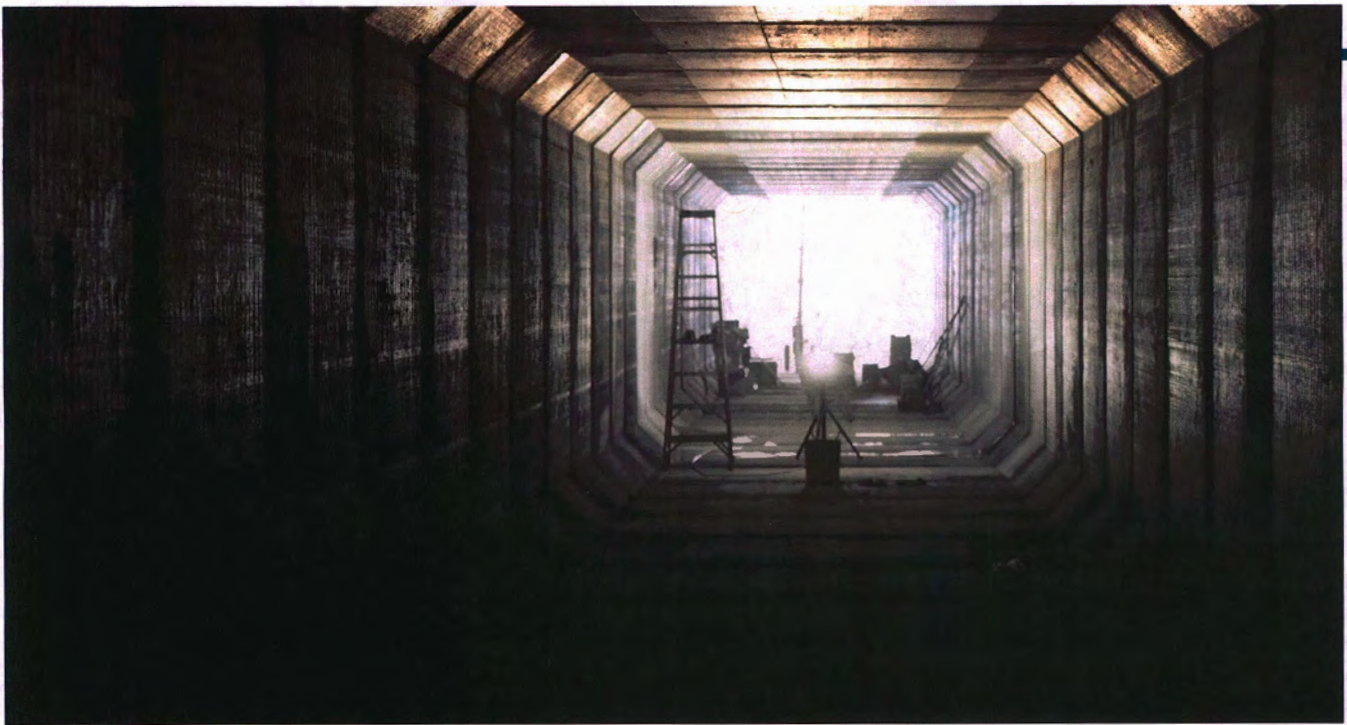
- » The District reviews drainage plans for all public and private developments to ensure they comply with the appropriate drainage standards found in the Uniform Regulations for the Control of Drainage and the District's Hydrologic Criteria and Drainage Design Manual, both adopted under state statutes.
- » This past year, the District received 186 studies and 320 addenda related to the development of private properties deemed to have regional flood control significance.
- » Reviews by the District resulted in the issuance of 173 concurrence letters and 37 related comment letters.

### FLOODPLAIN MAPPING

- » More than 54 square miles (34,560 acres) has been removed from identified 100-year flood zones because of District projects.
- » The Las Vegas Wash project through the Club at Sunrise Golf Course (formerly Desert Rose Golf Course) is completed and allowed FEMA to remove approximately 1,400 parcels from the Special Flood Hazard Area in September 2016. The final phase of the project from Nellis to Stewart is under construction and should be completed by the end of 2017, which will allow additional structures to be removed.
- » Construction of the Muddy River Logandale Levee project started in the winter of 2016 and is scheduled to be completed by fall 2017. This will also remove flood zones.

### DRAINAGE STANDARDS

- » The Hydrologic Criteria and Drainage Design Manual (Manual) that presents drainage standards and criteria for the Clark County area provides uniformity in drainage planning and design within the District's service area, improves the urban environment and provides a sound basis for the expenditure of future private, public and regional funds.
- » Updates to add elements relating to the stormwater quality program were adopted by the Board in September 2013 and September 2014.



## DEMONSTRATING FISCAL INTEGRITY

- » The District has historically been prudent in the utilization of resources with more than 90% of funds used to build and maintain flood control projects and pay for the associated debt service. The remaining funds are used for operating costs such as salaries and benefits, professional consulting contracts, and other administrative costs.
- » During the fiscal year 2016-17, the District expended approximately \$101.2 million for flood control projects, debt service, and flood control maintenance and \$6.3 million for administrative costs.
- » Since inception, the District has overseen the design and construction of approximately \$2 billion in flood control improvements throughout Clark County.

## TEN YEAR CONSTRUCTION PROGRAM FUNDING

- » Each year, in conjunction with the development of the Ten-Year Construction Program (TYCP), a 10-year forecast of project funding is developed.
- » Approximately \$55.6 million in resources are available for projects in the first year of the TYCP, and total available resources for the TYCP are estimated to be \$900.9 million including future debt issues of \$375 million.
- » To expedite flood control project design and construction, from 1991 to present, the District has issued a total of \$755 million in general obligations, of which \$506 million remains outstanding.

## MAINTAINING FLOOD CONTROL FACILITIES

- » The operations and Maintenance Manual establishes performance standards and guidelines for the maintenance of flood control facilities located within the District's service area.
- » The fiscal year 2016-17 Maintenance Work Plans and Budgets amount to \$10,454,750.
- » The City of Henderson has been approved for supplemental funds in the amount of \$321,882 for unanticipated costs. The funds went to the Whitney Ranch Channel for repair of concrete channel lining that was damaged in the June 30, 2016 storm event and for C-1 Channel Racetrack facility to repair the gabion lining and drop structures, bringing the total budget to \$8,567,894.

# PROJECTS COMPLETED DURING FY 2016-2017



## CLARK COUNTY

Flamingo Diversion  
Rainbow Branch



## CITY OF HENDERSON

Pittman North Detention  
Basin and Outfall, Phase I

Racetrack Channel,  
Drake to Burkholder

Pittman, West Horizon  
Palm Hills



## CITY OF LAS VEGAS

Centennial Parkway  
Channel West - CC 215,  
Pioneer Way to US 95

Lexington Street Storm  
Drain Improvements,  
Local Drainage Project



## CITY OF NORTH LAS VEGAS

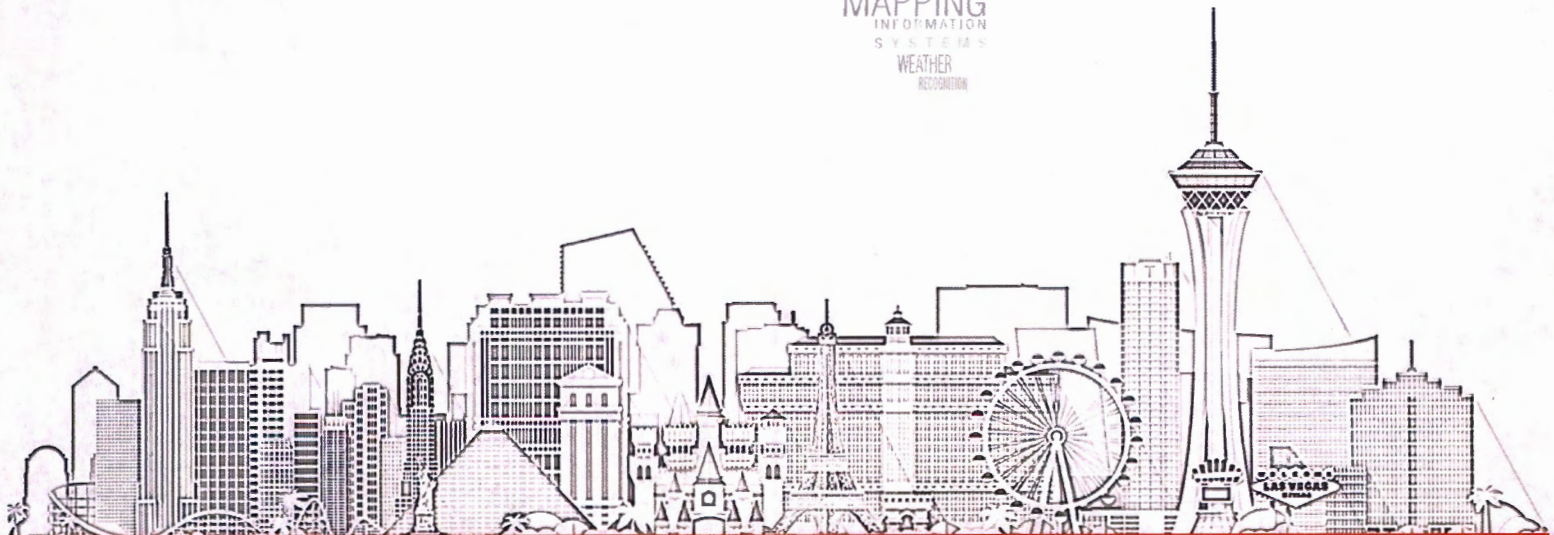
Ann Road Channel  
East - ULVW to Fifth Street

Las Vegas Wash - N  
Channel, Cheyenne  
to Gowan Road

DEVELOPMENT REVIEWS WATERS CLEAN ENVIRONMENTAL REGULATIONS  
 WEATHER RATING SYSTEM FACILITIES RECOGNITION MANAGEMENT WEATHER  
 WEATHER MANAGEMENT ENVIRONMENTAL REGULATIONS INFORMATION RATING SYSTEM  
 RATING SYSTEM REGULATORY PROGRAM EXPENDITURES SYSTEMS FLOODING  
 ENVIRONMENTAL REGULATIONS DEVELOPMENT REVIEWS  
 FLOODING INFORMATION SYSTEMS COMMUNITY DRAINAGE STANDARDS REGIONAL FLOOD CONTROL DISTRICT PROGRAM FUNDING FACILITIES  
 INFORMATION SYSTEMS WATERS CLEAN COMMUNITY DRAINAGE STANDARDS REGIONAL FLOOD CONTROL DISTRICT PROGRAM FUNDING FACILITIES  
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 ENVIRONMENTAL REGULATIONS SCHEDULED MAPPING PROGRAM FUNDING RECOGNITION WEATHER WEATHER MEMBERSHIPS FLOODING



MANAGEMENT  
 DEVELOPMENT REVIEWS  
 DRAINAGE STANDARDS  
 DISTRICT FUNDS FISCAL INTEGRITY  
 EXPENDITURES PROGRAM FUNDING RECOGNITION  
 FACILITIES  
 SCHEDULED INFORMATION SYSTEMS  
 MEMBERSHIPS



600 SOUTH GRAND CENTRAL PARKWAY, SUITE 300 LAS VEGAS, NV 89106-4511

[www.regionalflood.org](http://www.regionalflood.org) | [www.befloodsafe.com](http://www.befloodsafe.com)



[www.facebook.com/RegionalFloodControlDistrict](https://www.facebook.com/RegionalFloodControlDistrict)



[www.twitter.com/RegionalFlood](https://www.twitter.com/RegionalFlood)

14. **Comments By the General Public**

A period devoted to comments by the general public about matters relevant to the Regional Flood Control District Board of Directors jurisdiction will be held. No vote may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Regional Flood Control District Board of Directors wishes to extend the length of a presentation, this will be done by the Chairman, or the Regional Flood Control District Board of Directors by majority vote.

All comments by speakers should be relevant to the Regional Flood Control District Board of Directors action and jurisdiction.